



Housing Authority of New Haven

Karen DuBois-Walton, Ph.D.  
President

## AGENDA

ANNUAL MEETING OF THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
360 ORANGE STREET NEW HAVEN CT 06511  
TUESDAY, OCTOBER 18, 2022 at 4:00 P.M.

<https://v.ringcentral.com/join/862116179?pw=c5c8c9b37e4b2bff4524fe13c457e0be>

Dial:16504191505

Access Code / Meeting ID: 862 116 179#/ Password 609687#

1. Roll Call
2. Approval of the minutes from September 20, 2022
3. Bills and Communications
4. Public Comments (3 Minutes per Individual /15 Minutes per Group)
5. President's Report

## ACTION ITEMS

### ANNUAL MEETING ELECTION:

1. Open Annual Meeting (Rolan Joni Young)
2. Nomination of Chair
3. Nomination of Vice Chair
4. Nomination of Assistant Treasurer
5. Nomination of Assistant Secretary

### FINANCE COMMITTEE:

1. **Resolution 10-55/22-R;** Resolution Authorizing the contract with the Housing Authority Insurance Group for the authority's Commercial Property insurance in the amount not to exceed of \$298,208 for the period commencing October 6, 2022 and ending October 6, 2023
2. **Resolution 10-56/22-R;** Resolution Authorizing the contract with the Housing Authority Insurance Group for the authority's General Liability, Public Officials, and Auto Insurances in the amount not to exceed of \$551,387 for the period commencing October 6, 2022 and ending October 6, 2023

### P&D COMMITTEE:

3. **Resolution 10-57/22-R;** Resolution Authorizing Change Order #9 to BRD Builders, LLC Essex Exterior Envelope and Dwelling Unit Improvements Contract in the Amount Not to Exceed \$57,280.00 Bringing the Adjusted Contract Value From \$2,225,663.49 to \$2,282,943.49



4. **Resolution 10-58/22-R;** Resolution Authorizing Acceptance of Department of Housing and Urban Development FY 2022 Emergency Safety and Security Capital Fund Program Grant Award CT26E00450122 in the Amount of \$250,000.00
5. **Resolution 10-59/22-R;** Resolution Authorizing Change Order #8 to Banton Construction Company Phase 1 Building Upgrade Common Areas Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$18,318.24 Bringing the Adjusted Contract Value from \$856,216.76 to \$874,535.00
6. **Resolution 10-60/22-R;** Resolution Authorizing Change Order #5 to Banton Construction Building Upgrade Phase 2 Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$95,593.84 Bringing the Adjusted Contract Value from \$1,473,276.44 to \$1,568,870.28 With 60 Days Extension of Contract Time
7. **Resolution 10-61/22-R;** Resolution Authorizing Change Order #6 to Banton Construction Building Upgrade Phase 2 Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$11,958.84 Bringing the Adjusted Contract Value from \$1,568,870.28 to \$1,580,829.12

#### **SERVICES COMMITTEE:**

8. **Resolution 10-62/22-R;** Resolution Authorizing Contract Award to Anthem Blue Cross and Blue Shield for Dental and Vision Insurance Coverage
9. **Resolution 10-63/22-R;** Resolution Authorizing an Agreement with the City of New Haven for Sharing of Employees of the Livable City Initiative (LCI) to conduct HCV/Section 8 Housing Quality Standard (HQS) Inspections for the period commencing October 1, 2022 and ending September 30, 2023 for an amount not to exceed \$363,550.00, with an option to extend for one (1) additional year
10. **Resolution 10-64/22-R;** Resolution Authorizing Change Order #1 in the amount of \$47,149 for prior expenditures and ratifying change order #2 for an extension of time from July 21, 2022 to July 20, 2023 for file and document scanning services by A&A office bringing the total contract amount from \$113,000 to \$160,149
11. **Resolution 10-65/22-R;** Resolution to Authorize the Utility Allowance Schedule for the Low-Income Public Housing (LIPH) Program for McConaughy Terrace, Westville Manor, Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe, and Rockview I from January 1, 2023 to December 31, 2023
12. **Resolution 10-66/22-R;** Resolution to Authorize the Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program to include Tenant Based Vouchers (TBV), Project Based Vouchers (PBV), Low Income Housing Tax Credit Properties (LIHTC) and Rental Assistance Demonstration Properties (RAD/PBV) from January 1, 2022, to December 31, 2023
13. **Resolution 10-67/22-R;** Resolution Approving the Housing Choice Voucher Payment Standard Schedule for FY2023 January 1, 2023 to December 31, 2023
14. **Resolution 10-68/22-R;** Resolution Approving the contract with Solar Youth for the Provision of Youth Development Programs for Residents in the West Rock area for a total contract amount of \$326,880 beginning October 18, 2022 through October 18, 2025

#### **ADJOURNMENT**



MINUTES  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
MILL RIVER COMMUNITY ROOM - 657 GRAND AVENUE NEW HAVEN CT 06511  
TUESDAY, SEPTEMBER 20<sup>th</sup> 2022 at 4:00 P.M.

Those present included:

Erik Clemons, Chairman  
William Kilpatrick, Vice Chairman  
Alberta Witherspoon, Commissioner  
Danya Keene, Commissioner  
Karen DuBois-Walton, Secretary  
Shenae Draughn  
Rolan Joni Young, McCarter & English LLP  
Various staff and public attendees via RingCentral

The regular Meeting of the Board of Commissioners of the Housing Authority of New Haven was called to order at 4:06 p.m.

At Roll Call, Commissioner Witherspoon was present in the community room. All others were present via RingCentral.

**Approval of the Minutes from the Tuesday, August 16th, 2022 Regular Meeting:**

Motion to approve the minutes was moved by Commissioner Keene and seconded by Commissioner Witherspoon.

**Bills and Communications:**

**Accounts Payable Processing Report** totaling \$ 169,377.64 (listed on page 3), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the September 20, 2022, Board of Commissioners meeting.

**Bank Book Check Register** totaling \$ 2,845,281.57 (listed on page 13). This list consists of invoices that have been paid from August 1 – August 31, 2022. Christopher Williams Architects, LLC (\$ 33,400) for IQC A&E Multiple sites; A. Prete Construction Company, Inc (\$ 45,837) for Crawford Manor health & Safety; BRD Builders (\$337,569) for Essex Dwelling Unit; City of New Haven (\$63,937) for two months of LCI, Fuel and Bulk Trash; G.L. Capasso, Inc (\$ 17,332) for Scattered Sites Roofing contract; J.A. Rosa Construction LLC (\$ 47,148) for Crawford Manor Vestibule upgrades; Home Depot (\$ 37,378) agency-wide materials; Anthem Blue Cross/Blue Shield (\$20,905) for two months of dental/vision; United Illuminating (\$ 231,300) for various sites; Southern Connecticut Gas (\$ 45,023) for agency-wide gas service; Regional Water Authority (\$59,475) For agency-wide services.

The total of both registers is \$ **3,014,659.21**

**Read into the record by Secretary Karen DuBois-Walton**  
**Accepted as stated.**

**Public Comments:** *None*



## **President's Report**

To: ECC/HANH Board of Commissioners

From: Karen DuBois-Walton, Ph.D., President

Date: September 20, 2022

### **RE: President's September 2022 Report**

#### **I. Administrative**

As we enjoy these last days of summer, our thoughts begin to turn to Fall as we see students starting new school years and we begin our preparation for Fall activities.

All our invited as we celebrate the City of New Haven being named as an All-America City by the National Civic League. Team members from the AAC will be in New Haven immediately following our Board meeting to celebrate this honor. Please join us in the community building to the rear of Mill River Crossing. Thank you to all who worked to make this happen.

Our participation and success in the AAC competition has led to other opportunities to showcase our work with youth including presentation at the National Summer Learning Association's roundtable discussion this past week and an upcoming presentation in October at their Annual Conference.

This month we bring to the Board for approval the FY2023 Annual Budget. Thank you to the entire Finance team, led by Jack Rafferty and Natalia Rutenberg and every department who assisted in preparing this year's budget. Having been approved at the Finance Committee, we seek full board approval of the \$132 million annual spending plan.

ECC/HANH recently received notice of the award of 17 new housing vouchers under the Fair Share Voucher Allocation award. Additionally, under the leadership of Coreen Toussaint and the HCV team, we are submitting an application for additional Stability vouchers.

In the news this month, I had the opportunity to highlight our work on the CT Council of Municipalities' podcast. Click here to hear this: <https://www.facebook.com/watch/?v=788826928934146>. The New Haven Independent covered our new partnership with the CT NAACP and the Million Jobs Campaign. Click here to read about that: [https://www.newhavenindependent.org/article/elm\\_city\\_communities\\_naACP](https://www.newhavenindependent.org/article/elm_city_communities_naACP). Additionally, the Yale Daily News sought our input on the local housing market. Click here to read that: <https://yaledailynews.com/blog/2022/09/09/yale-housing-shortages-may-cause-displacement-in-the-elm-city/>

#### **Time Extension Granted per Resolution #02-25/10-R**

Contract extension with The Frankson Fence off State of Ct. contract # 19SX0136 set to expire in June 23, 2023 for fencing services from October 31, 2022 to June 23, 2023.  
(PO# 21459-13283)

- Contract extension with Northeast Electrical Distributors off State of Ct. contract # 19SX0239 set to expire on December 31, 2024, for electrical supplies from October 31, 2022, to September 30, 2023.  
(PO# 21459-13283)



- Contract extension with TYO Integrated Security Services off State of Ct. contract # 19SX0002 set to expire on December 31, 2023, for CCTV & Burglar Alarm Services from October 30, 2022, to September 30, 2023.  
(PO# 20424-12633)
- Contract extension with Consolidated Electric, LLC for electrical upgrade for St. Anthony I & II CCTV system from April 30, 2022, to December 31, 2022 due to supply chain issues.  
(PO# 22275-13738)
- **Requesting a 1-month extension to the contract with Anthem BCBS for the Dental/Vision coverage for employees ending on October 31, 2022 in the amount of \$13,000 for total contract not to exceed \$323,265.60.**

## II. Finance

### July 2022 YTD Financials

The financial report covers ten months (October 1 through July 31) of data. Total Revenues are \$95,242,531 and Total Expenses are \$76,064,888 (including depreciation expense of \$1,698,121). The excess of revenue over expenses is reduced by \$(4,052,348) capitalized expenditures/notes activity and \$(6,787,355) reserve for Interest Income recognized on Notes Receivable resulting from development projects. Depreciation expense add-back is \$1,698,121. The HANH Net Surplus of \$10,036,061 was as follows:

#### MTW Programs

- Low Income Public Housing

Net surplus is \$2,137,638 versus a budget net surplus of \$549,069 for an overall favorable variance of \$1,588,569

- Section 8 Housing Choice Voucher

Net surplus is \$3,361,876 versus a budget deficit of \$(1,114,775). The favorable variance is \$4,476,651.

#### Non-MTW Programs

- Business Activities showed deficit of \$(912,350) compared with a budgeted deficit of \$(1,037,568), resulting in a favorable variance of \$125,218.
- Central Office Cost Center shows a net surplus of \$5,448,897 compared to a budgeted surplus of \$1,603,275 resulting in a favorable variance of \$3,845,622.

July 2022	MTW Budget	MTW Actual	MTW Variance	NON-MTW Budget	NON-MTW Actual	NON-MTW Variance	ELIMS Budget	ELIMS Actual	ELIMS Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	1,074,841	1,688,579	613,738	-	12,438	12,438	-	-	-	1,074,841	1,701,017	626,176
70600 HUD REVENUE	87,886,514	84,541,738	(3,344,776)	183,293	238,339	55,046	-	-	-	88,069,807	84,780,077	(3,289,730)
70000 OTHER REVENUE	48,584	1,169,717	1,121,133	15,954,039	16,268,989	314,950	(7,781,572)	(8,677,269)	895,697	8,221,052	8,761,437	540,385
<b>70000 TOTAL REVENUE</b>	<b>89,009,939</b>	<b>87,400,034</b>	<b>(1,609,905)</b>	<b>16,137,332</b>	<b>16,519,765</b>	<b>382,434</b>	<b>(7,781,572)</b>	<b>(8,677,269)</b>	<b>895,697</b>	<b>97,365,699</b>	<b>95,242,531</b>	<b>(2,123,168)</b>
91000 OPERATING ADMINISTRATIVE	11,991,822	11,540,749	451,074	6,235,967	5,409,739	826,227	(7,781,572)	(8,677,269)	895,697	10,446,217	8,273,219	2,172,998
92500 TENANTS SERVICES	210,417	106,889	103,528	1,917,428	1,798,122	119,306	-	-	-	2,127,844	1,905,011	222,833
93000 UTILITIES	1,416,528	2,027,424	(610,896)	332,108	303,880	28,227	-	-	-	1,748,635	2,331,304	(582,669)
94000 MAINTENANCE	2,445,636	4,101,222	(1,655,586)	493,406	388,059	105,347	-	-	-	2,939,042	4,489,280	(1,550,239)
95000 PROTECTIVE SERVICES	122,504	111,251	11,253	21,183	20,581	602	-	-	-	143,687	131,832	11,854
96000 GENERAL EXPENSE	-	-	-	235,913	255,628	(19,715)	-	-	-	235,913	255,628	(19,715)
96100 INSURANCE PREMIUMS	552,146	771,663	(219,517)	3,196	445	2,750	-	-	-	555,342	772,109	(216,767)
96200 OTHER	1,549,128	1,430,080	119,048	-	-	-	-	-	-	1,549,128	1,430,080	119,048
96800 SEVERANCE EXPENSE	-	-	-	-	1,250	(1,250)	-	-	-	-	1,250	(1,250)
<b>96900 TOTAL OPERATING EXPENSES</b>	<b>18,288,180</b>	<b>20,089,277</b>	<b>(1,801,097)</b>	<b>9,239,198</b>	<b>8,177,704</b>	<b>1,061,494</b>	<b>(7,781,572)</b>	<b>(8,677,269)</b>	<b>895,697</b>	<b>19,745,807</b>	<b>19,589,713</b>	<b>156,094</b>
97100 EXTRAORDINARY MAINTENANCE	96,405	49,680	46,725	11,976	14,828	(2,852)	-	-	-	108,381	64,508	43,873
97200 CASUALTY LOSSES - NON CAPITALIZED	-	57,246	(57,246)	-	-	-	-	-	-	-	57,246	(57,246)
97300 HAP EXPENSE	63,344,504	54,655,300	8,689,203	250,000	-	250,000	-	-	-	63,594,504	54,655,300	8,939,203
97400 DEPRECIATION EXPENSE	2,846,583	1,443,772	1,402,811	308,703	254,349	54,355	-	-	-	3,155,287	1,698,121	1,457,166
<b>90000 OTHER EXPENSES</b>	<b>66,287,492</b>	<b>56,205,999</b>	<b>10,081,493</b>	<b>570,679</b>	<b>269,177</b>	<b>301,503</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>66,858,171</b>	<b>56,475,175</b>	<b>10,382,996</b>
<b>TOTAL EXPENSES</b>	<b>84,575,672</b>	<b>76,295,276</b>	<b>8,280,396</b>	<b>9,809,878</b>	<b>8,446,881</b>	<b>1,362,997</b>	<b>(7,781,572)</b>	<b>(8,677,269)</b>	<b>895,697</b>	<b>86,603,978</b>	<b>76,064,888</b>	<b>10,539,090</b>
RAD/DEV - MTW Fund Expenditures	(2,291,667)	(2,429,783)	138,116	(5,554,890)	(1,622,565)	(3,932,325)	-	-	-	(7,846,557)	(4,052,348)	(3,794,208)
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	(6,070,451)	(6,787,355)	716,904	-	-	-	(6,070,451)	(6,787,355)	716,904
10010 Operating Transfer In	1,840,847	1,044,677	796,169	5,554,890	4,619,233	935,657	-	-	-	7,395,737	5,663,910	1,731,826
10020 Operating Transfer Out	(7,395,737)	(5,663,910)	(1,731,826)	-	-	-	-	-	-	(7,395,737)	(5,663,910)	(1,731,826)
<b>10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES</b>	<b>(3,412,290)</b>	<b>4,055,742</b>	<b>(7,468,031)</b>	<b>257,003</b>	<b>4,282,198</b>	<b>(4,025,194)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(3,155,287)</b>	<b>8,337,940</b>	<b>(11,493,226)</b>
ADJ FOR DEPRECIATION EXPENSE	2,846,583	1,443,772	1,402,811	308,703	254,349	54,355	-	-	-	3,155,287	1,698,121	1,457,166
<b>350 SURPLUS / (DEFICIT)</b>	<b>(565,706)</b>	<b>5,499,514</b>	<b>(6,065,220)</b>	<b>565,707</b>	<b>4,536,547</b>	<b>(3,970,840)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>10,036,061</b>	<b>(10,036,060)</b>



### III. Operations

#### A. Vacancy Rate

HANH's current occupancy rate for the month for August 2022 is 89%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

#### B. Rent Collection

**Rent Collection** – HANH's rent collection for the year to date ending the month of August 2022 is 58.41%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half, however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

#### Total Collected

	CY 2021	CY 2022	Variance
January	75.69%	65.57%	-10.12
February	76.19%	65.59%	-10.6
March	80.67%	63.10%	-17.57
April	83.27%	53.41%	-29.86%
May	82.07%	67.34%	-14.73%
June	73.96%	60.22%	-13.74%
July	75.22%	59.09%	-16.13%
August	68.87%	58.41%	-10.46%
September	72.80%		
October	71.75%		
November	70.47%		
December	62.56%		
Average	78.07%	61.59%	



#### **IV. Community and Economic Development (CED) Monthly Report**

##### **CARES Program Highlights**

- 4 Participants were newly employed this month
- 2 Participant enrolled in GED course

##### **CARES Resident Highlights**

- **MB-** Graduated from the CARES program January 2022. During his time as a market renter, family continued to save and work on their goals of homeownership and become USA citizens. They are excited to share with ECC that both goals were attained. Family closed on their home this month in Trumbull.

##### **FSS Resident Highlights:**

- **CS-** Is currently in a program extension and while she has managed to maintain suitable employment while working 2 jobs, and has reportedly saved \$5k, she has faced challenges with improving her credit score which is 582 at this time. HOH is interested in homeownership; however, is considering completing the program with economic self-sufficiency via employment goal. This is to be assessed at a later date as HOH is hopeful that she can improve her credit score. Coordinator and participant have however discussed the benefit of the \$18,510 escrow account balance which she is eligible for upon successful completion. HOH entered the program with \$15,998 of earned income and is currently earning \$44,873.

##### **ECC Believes Program Highlights**

- CED launched the Summer youth RSYVP program with Alder Honda Smith. Participants completed an orientation and participated in a “Ready to work” workshop to prepare them for a successful experience. All participants are receiving experience in working in the field of carpentry, landscaping, painting, electrical, maintenance, and more. In addition to hands on work, they are completing classroom training on financial wellness and career development.
- CED has welcomed four new STEP students to the ECC/HANH family. We welcomed Teonna Smith, Tyrek Solomon, Angel Taveras, and Mathue Gibson. All students participated in orientation and completed their first DREAM Training. We are excited for these students to start in CED, Operations, and IT.



## **V.Planning and Modernization**

### **HAI Loss Prevention Grants:**

P&M applied for funding 5/31/2022, from HAI, our insurance company, for two reimbursement grants, Fire Loss Prevention, \$78,680, for installation of Fire Suppression Cannisters at each stovetop in our LIPH portfolio, and Storm Damage Prevention, \$770,760, for Tree and Shrub management and removal. Grant awards will be announced this Fall, 2022. This is a cooperative venture with the Planning and Modernization, Finance, and Operations Departments. Work has begun on both projects, each reducing ECC liability risk and making our communities safer.

### **HUD Emergency Safety and Security Grant:**

P&M is also applying to HUD for funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant would enable our high-rise Elderly and Disabled communities to have the extra layer of security necessary to exclude the influx of an uninvited element. The maximum award per HA annually is \$250,000. Application was submitted June 15, 2022.

### ***Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020***

#### **HUD Housing Related Hazards 2020**

- P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold is being addressed in conjunction with Lead abatement projects as well as separately. Inspections for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun. A 3<sup>rd</sup> Quarterly benchmark report has been sent to the HUD Washington and our Regional offices.

#### **ECC Lead-Based Paint Capital Fund Projects**

**HUD Lead Grant 2017--**ECC applied for and awarded **\$986,260** in Sept 5, 2018:

HUD national office understood the need was greater and put out an additional NOFA.

**HUD Lead Grant 2020--**ECC applied and was awarded an additional **\$3,700,000**, in May 2021.

#### **What we have completed to date:**

- Obligated all **\$986,260**, 2017 LBP Grant funding by 9/6/2022 deadline.
- Tested all (299) LIPH family property units at risk for Lead Based Paint (Built before 1978).
- Units testing positive for lead were organized by priority in order of importance to address-- Amalgamated Prioritization Chart. Highest priority, units with children under the age of 6 years and actionable levels of lead.
- We are addressing units even if there are no children, now, as these could be rented in the future to a family with young children.
- ECC met with State of Connecticut and HUD Washington Lead Teams to align goals and verify plan of action.
- **Immediate action--Completed:**
  - Trained in-house staff to perform Interim Controls and to Follow Lead Safe Renovating practices



- **Interim Controls:** Targeted highest priority units, temporarily removing lead dust while design and solicitation process was in progress
  - Highest priority Scattered site properties (**10 houses-17 units**)
  - McConaughy Terrace exterior source of lead dust--our largest Family development (**201 units**).
- Removed Lead painted doors and friction components at McConaughy Terrace...no lead painted doors left at McConaughy Terrace (**201 units**).
- **Design, Abatement and Construction Complete** for Lead Abatement in the following properties:
  - 10 houses (**17 units lead safe**) in our Scattered Sites West Portfolio. Lead, encapsulated, including replacement of peeling porch components and encapsulation of some siding. These came first as they were highest on our Amalgamated Prioritization Chart.
  - Essex Townhouses (**35 units lead safe**) ...all known lead components have been removed from 32 units, not just encapsulated. Of the remaining 3 units, all have encapsulated lead, some to be removed in the new Essex Envelope Scope of work, in the process of window replacement.
  - McConaughy (201 units moved to redevelopment effort...however, units all had Interim Controls performed; More permanent Abatement to accompany redevelopment.
- **Redesign:** Upon receipt of the 2<sup>nd</sup> Lead Based Paint grant, design of remaining units were upgraded to remove instead of just encapsulate certain components, keeping to the priorities established by the testing. This was made possible due to the additional HUD funding, and provides residents and ECC a more permanent and lasting solution to the Lead.
- **Other Housing Related Hazards:** ECC added elimination of other Housing Related Hazards upon receipt of a 3<sup>rd</sup> HUD grant \$3,999,993, where inspections identified significant mold and asbestos to remove.

**Solicitations Awarded in July, 2022 for construction completion December, 2022:**

- **Group B: 3 Single-Family Houses** in the Scattered Site West portfolio
- **Group C: 8 Units in 4 houses** in the Scattered Site East portfolio--**Solicitations out for Bid July, 2022 for Construction Completion January, 2023:**
- **Group A: 1 house, Scattered Sites East portfolio,** Lead, mold and asbestos abatement with site safety and historic preservation requirements
- **Solicitation out for Bid September, 2022, going to the October Board, for construction start in Spring, 2023:**
- **Group D: 21 houses** in the Scattered Sites East portfolio (houses currently without children under the age of 6 years, but needing lead abatement for future family rentals). In Design Development, for solicitation in January, 2023.

**Testing has also been performed by the Operations Department in our Elderly and Disabled community high-rise buildings, and Lead was addressed** in the areas where children under 6 years were living (common areas). Not part of the Lead Grant work.

**In addition,** ECC is not required to test for Lead in Water as part of the grant, however, ECC in its commitment to Residents, tested for lead in water and has abated any identified lead in water concerns, not using the Lead Grant monies.

**Finally,** as part of the Lead Grant Work, Planning and Modernization is using the abatement work as an opportunity to educate Residents regarding Lead Based Paint exposure and Lead Safe practices to ensure a safer environment for children.

**Testing results** are shared with residents and explained, if needed. State of CT Lead education packet is shared and consultants are available for any technical clarification. Prior to Covid, Lead education packets were available in our lobby. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by the HUD regulations.



## *P&M Projects 2020-2022*

- **Scattered Sites: Heating and Gas Conversion:** Contract Documents completed. Contract out to bid in September 2019, yielded only one bid, 40% over cost estimate. Re-procurement yielded responsive bid approved by the Board. Construction started April 15, 2021 and original Scope of Work is, 100% complete. Related change order work completed with environmental testing. Final payment and closed out; Reimbursement to the tenants for oil in existing tanks has been completed.
- **Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement:** ECC rescinded previously awarded contract due to COVID considerations. Project was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1 vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is on site. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2, was re-bid, for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April. Contract has begun, for May, 2023 completion. Time extended due to long lead times on equipment.
- **Robert T. Wolfe Renovations:** A team of architects, engineers, environmental consultants, Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry are proceeding, scheduled for completion in September. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys completed. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8<sup>th</sup> and 7<sup>th</sup> floors in February, 2022, and has progressed through the 1<sup>st</sup> floor. Additional life health and safety items have been identified and are being addressed concurrently.
- **McConaughy Terrace:** Sanitary and Storm Sewer Improvements; Two (2) bids were received, and the contract was awarded to the lowest responsible bidder. Construction started August 2020, replacing sanitary and storm sewers in sequence; delayed start due to COVID planning for safety of the community. Construction proceeded on schedule, however due to discovery and removal of contaminated soils, a wintertime extension has been given. Additional soil disposal costs and general conditions cost were brought to the BOC. Substantial completion was reached 5/19/2021. This project has replaced all of the damaged and failing storm and sanitary sewer lines which were 70 years old, vastly improving health and safety for the 198 families and 3 communal areas at McConaughy Terrace. Project is closed out.
- **Physical Needs Assessments:** P&M solicited the services of architects and engineers to provide Physical Needs Assessments (PNAs) and Capital Needs Assessments for RAD which are recommended for planning capital and development projects. Procurement scheduled virtual interviews with both respondents. A contractor was selected and approved by the BOC, June 2021. All site inspections for the original scope have been completed. Reports are finalized. These include



individual Replacement Reserves for each of the Scattered Site properties, which is a new and more practical approach. Resident youth was hired as part of the consultants' Section 3 commitment to assist on the project. The contract has been extended for 1 year, with no additional funds to enable ECC the option to request additional reports for development projects. A report for Eastview I is currently underway.

- **Essex Envelope and Site Fencing:** Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation was 100% complete, July 22, 2022; Contract is being extended to allow for new fencing to be temporarily removed under warranty to allow siding replacement.
- **Essex Envelope and Bathroom and Flooring Upgrades:** This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site has begun on the roofs. Windows and doors are on site. Work will proceed on the envelope, roof, siding, windows and follow up with interior work, only when all materials have been received. In response to long lead time item schedules some exterior work will begin which does not require resident relocation. Scheduled for construction completion, March, 2023.
- **ECC Design Standard Specifications:** P&M has updated the standard design and construction specifications in a comprehensive manner, soliciting input from the Glendower Group, Operations and 360 Management, to create a practical document for in-house and Consultant use. Project is completed.
- **425B Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 425B Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted, and monies will be available for a portion of the repairs. Construction is complete, including change order work completed due to Fire Marshal request, and damage subsequent to design. City sign off received. Project closed out, and insurance betterment payment received.
- **437M&N Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 437 M&N Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted. Roofing condition requires corrective structural fortification. Project is in design after an environmental testing phase.
- **IQC Vacancy Contractor:** P&M and Operations working together to support vacant unit upgrade needs through management of 2 IQC painting and clean out contracts, one for high rise units and one for units with residential rates. Current contracts expired; Operation solicited quotes for new contracts which will be managed by Operations with Operations funding.
- **295 Wilmot Road—West Rock Community Center:** Structural Engineering study and cost estimate solicited to support Operations. Two areas identified requiring structural shoring. Shoring quotes solicited, with only 1 quote significantly above the independent cost estimate, and therefore, not accepted. Quotes were solicited for the shoring between Buildings 1&2 and a contract has been awarded. As of 3/7/2022, the shoring in the warehouse area has been completed. The Building is in use.



- **McQueeney Plaza Repair & Upgrades:** A reworking of the plaza at 360 Orange Street has expanded the brick plaza emphasizing and enhancing the entry to the 360 Management client office. In-house design; construction completed and project closed out.
- **Radon Mitigation at Scattered Sites Multi-family, Scattered Sites East and West:** Radon was identified in 8 units of housing in the Scattered Site (SS) Multi-family developments. Mitigation design is completed and out to bid. As part of the Housing Related Hazards Grant, SS East and SS West properties were tested and only a few units came back positive for radon. These units will be addressed under the same contract, with a separate funding source. Solicitations received 0 bids. Project was out for quotes, due 7/20/22. Contract is awarded. Project will be completed in 30 days from the notice to proceed. Construction is anticipated to last 3 days scheduled for the week of September 12<sup>th</sup> and September 19<sup>th</sup>.

## **VI. The Glendower Group**

### **• Farnam Courts Phase II**

- For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases – 4% and 9%.
- Glendower Farnam Courts 4%, LLC (closest to Farnam 1), consists of 45 units and Glendower Farnam Courts 9%, LLC consists of 66 units including 52 affordable, a community building, and a park.
- 100% drawing completed on January 24, 2020.
- Haynes Construction has been selected to be the General Contractor for Phase II.

#### **▪ Farnam Courts Phase II 4%**

- Successfully closed on July 7, 2020.
- Notice to proceed issued to begin work on July 13, 2020.
- Construction completed and keys turned over on 10/13/21.
- Closeout process ongoing. Waiting on Environmental closeout reports and updated O&M Manuals with survey.
- Conversion targeted for the 1<sup>st</sup> quarter of 2023.

#### **▪ Farnam Courts Phase II 9%**

- Successfully closed on December 17, 2020
- Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
- Demolition of former Farnam buildings completed.
- Phase 2b building construction was completed in May 2022 Fencing and the playground installation began 9-12-22.
- HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.
- Conversion targeted for the 1<sup>st</sup> quarter of 2023.

#### **▪ Westville Manor**

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 occurred on June 20, 2019.
- The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.



- The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
- It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.
- The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
- It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.
- Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022. This application was not awarded. The application will be resubmitted under the CHFA 2023 9% LIHTC round (due January 11, 2023).
- Anticipated closing in 4th quarter of 2023.

▪ **RAD Portfolio Award**

- The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
  - **Group I: Motley, Bush, Harvey and Newhall Garden**
    - Development completed and leased.
  - **Group IIA: Waverly and Stanley Justice and Fulton Park**
    - Development completed and leased.
  - **Group IIB: Valley Townhomes**
    - Submitted financing template to the Resource desk on November 2, 2021
    - HUD concept call completed on October 7, 2021.
    - Closing anticipated to be the December 2022. Targeting October 2022 CHFA board approval.
    - Closing targeted for December 8, 2022
  - **Group III: McQueeney, and Celentano**
    - Closed February 27, 2020.
    - Construction began on March 9, 2020.
    - Construction activities are **COVID delay of 8 weeks**. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
    - Final completion for McQueeney October 31, 2021
    - Final completion for Celentano October 31, 2021
    - Conversion to permanent financing anticipated to be completed by June 1, 2022.
  - **Group IV: Ruoppolo and Fairmont,**
    - Closed on March 11, 2021.
    - Construction began March 15, 2021
    - Final completion for Fairmont Heights May 31, 2022
    - Final completion for Ruoppolo Manor May 31, 2022.
    - Glendower is working on adding elevator code upgrades to Fairmont scope.
    - Conversion targeted for first quarter 2023.



- **McConaughy Terrace**
  - For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.
  - Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
  - 90% drawing completed on October 31, 2021 for the 9% phase.
  - LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.
- **McConaughy Terrace 4%**
  - Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
  - Closing anticipated to be in 1<sup>st</sup> quarter of 2022.
  - 92 total units, 66 rehab 26 new construction.
  - Closing targeted for the 2<sup>nd</sup> quarter of 2023
- **McConaughy Terrace 9%**
  - Submitted a LIHTC application to CHFA on November 12, 2021.
  - Application was awarded under the 2021 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
  - Closing anticipated to be on the 1<sup>st</sup> quarter of 2023.
  - Phase includes the rehab of 130 units, 26 to be market rate.
  - Closing targeted for the 3<sup>rd</sup> quarter of 2023
- **Scattered Sites**
  - Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnipiac Ave, 1368 Quinnipiac Ave, 1370 Quinnipiac Ave, 1376 Quinnipiac Ave, 1378 Quinnipiac Ave, 1381 Quinnipiac Ave, and 1435 Quinnipiac Ave.
  - Submitted a 9% LIHTC application on January 12, 2022. Project was not awarded.
  - Application will be resubmitted under the DOH DEP round.
  - Anticipated closing in 1st quarter of 2024.



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** September 20, 2022

**FROM:** Karen DuBois-Walton, President

**RE:** Approving the FY2023 (October 1, 2022 – September 30, 2023)  
Elm City Communities Agency-Wide Budget

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 09-46/22-R

**TIMING:** Immediately

**DISCUSSION:** Elm City Communities (ECC) performs a budget process each year. The ECC Budget includes anticipated spending for both the Moving to Work (MTW) block grant and non-MTW programs as follows:

MTW includes Low Income Public Housing Program (LIPH), Housing Choice Voucher (HCV) program and Veterans Affairs Supportive Housing (VASH) Voucher Program and Capital Fund Program (CFP).

Non-MTW includes Family Self-Sufficiency (FSS), Resident Opportunity and Supportive Services (ROSS), Business Activities and the Central Office Cost Center (COCC).

ECC's Budget also includes two discretely presented component units – Glendower and 360 Management. However, it does not include the tax credit and redeveloped sites, in which ECC has a negligible to no ownership. The tax credit properties, such as Eastview Terrace, Fair Haven, RAD Group I, etc. are separate legal entities from ECC and have separate budgets, different approval process, and are on a different budget cycle than ECC.



The ECC Budget Summary for FY2023 is as follows:

**FY 2023 Budgeted Revenues**

<b>HANH</b>	<b>LIPH</b>	<b>\$12,731,120</b>
	<b>HCV</b>	<b>\$94,549,187</b>
	<b>CFP</b>	<b>\$8,228,563</b>
	<b>Non-MTW</b>	<b>\$20,508,942</b>
	<b>Mgmt Fees / Expenses</b>	<b>(\$10,444,226)</b>
<b>HANH</b>	<b>Subtotal</b>	<b>\$125,573,587</b>
<b>Glendower</b>	<b>Operating</b>	<b>\$2,647,426</b>
<b>360 Management</b>	<b>Operating</b>	<b>\$4,997,809</b>
<b>Mgmt Fees/Expenses for Glendower &amp; 360</b>		
<b>Mgmt</b>		<b>(688,450)</b>
<b>Grand Total</b>		<b>\$132,530,371</b>

The FY 2023 Budgets for the Housing Authority of New Haven (HANH) are presented “in balance”, i.e., total revenues equal to total expenses. Included in the budgeted expenses are the following assumptions:

1. Total of 241 RAD units are planned to be converted from public housing to project-based vouchers program as follows:

McConaughy	201
Valley	40

- Public Housing will have a remaining inventory of 496 units and 307 public housing units managed by the third parties for a total of 803 units.
  - Including 1,131 units that had already been converted to RAD, the above conversions will bring a total RAD unit to 1,372.
  - 360 Mgmt is operating 1,372 units after the transfer of McConaughy (201), and Valley (40).
  - A total of 342 RAD units is managed by Third Parties.
2. The Low-Income Public Housing (LIPH) operating subsidies of \$11,481,723 are calculated based on 803 units (excluding 17 units of Val Macri) with the assumption of 92.0% proration factor. As required by the U.S. Department of Housing and Urban Development (HUD), project-based budgets by the Asset Management Projects (AMPs) are included in the FY 2023 Budget detail.
  3. Housing Choice Vouchers (HCV)’s revenue is estimated in the amount of \$94,549,187 with the assumption of 97.5% proration factor – HAP of \$85,499,259 and Administrative Fee of \$8,249,928. This funding also reflects the RAD conversion subsidized by HUD for the project-based vouchers. The



budget includes HCV lease up projections by months. Housing Assistance Payments expenditures are projected to be \$75,439,660 for FY 2023 for an average of 5,970 units in FY2023 (5,789 funded by HCV and 181 units funded by LIPH for conversion). The average of 5,789 units funded by HCV is projected to meet HUD's 90% targeted lease-up recommendation.

4. Capital Fund Program is budgeted for \$8,228,563, which includes debt service payment and capital improvements for various public housing sites.
5. A total of \$7,037,773 is funded from the MTW HCV Funds for the following development activities:
  - a) \$1,000,000 of Valley development costs
  - b) \$3,737,773 for McConaughy 4% & 9% development costs
  - c) \$ 500,000 for St. Lukes development costs
  - d) \$1,000,000 for 34 Level Street development costs
  - e) \$ 800,000 for EVT Capital needs
6. Central Office Cost Center (COCC) includes the Executive Office, Legal, Asset Management, Finance, Human Resources, Information Technology, Planning & Development, Central Operations for public housing and Community Economic Development.
  - COCC has a total revenue of \$11,616,277, which includes the earned management fee from various programs estimating \$11,110,260.
  - Total operating expenses are \$10,895,065 yielding a projected surplus of \$721,213 after depreciation expense.
7. The above Agency-Wide budgets include two discretely presented component units – Glendower and 360 Management.
  - Glendower is projected with a total revenue of \$2,647,426, which includes the developer's fees of \$2,556,905 in FY 2023; total expenses are \$2,007,509 which yields a net surplus of \$639,916.
  - Glendower has a total development budget exceeding \$440 million. Approximately \$39 million is leveraged by HANH's MTW Funds over the life of the RAD/Development projects. Included in FY 2023 Budgets are the leverage of \$7,037,773 provided by HANH's MTW funds.
  - 360 Management submitted a budget with total operating expenses in the amount of \$4,997,809. To balance the FY 2023 budget, it requires a loan from HANH in the amount of \$145,725. Note that the Board has previously approved two resolutions (May 2017 and May 2021) providing a loan in the amount of \$2.8 million to 360 Management to supplement the start-up operations.

**FISCAL IMPACT:** \$132,530,371 for the FY 2023 Operating Budgets

**STAFF:** John Rafferty, Sr VP of Finance, I.T. & Administration



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

RESOLUTION # 09-46/22-R

**RESOLUTION AUTHORIZING THE APPROVAL OF  
THE ELM CITY COMMUNITIES AGENCY-WIDE BUDGET FOR 2023**

**WHEREAS**, the Housing Authority of the City of New Haven (HANH) prepared a budget for fiscal year 2023 (October 1, 2022 – September 30, 2023); and

**WHEREAS**, this budget projects revenues of \$132,530,371 including HANH for \$125,573,87 and two discretely presented component units (Glendower and 360 Management) for \$7,645,234; and

**WHEREAS**, the HANH budgets are presented in balance, which includes the project-based Asset Management Projects (AMPs) in the LowIncome Public Housing Program revenues of \$12,731,120; and

**WHEREAS**, this budget covers \$7,037,773 to leverage the RAD and development projects; and

**WHEREAS**, these items balance the FY 2023 annual budget for HANH and yield a projected surplus of \$639,916 for Glendower.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT**

- 1) The Fiscal Year 2023 Annual Budget for the year ending September 30, 2023 is hereby approved.
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver and agreement and expend the authorized funds.
- 3) The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect

**I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.**

\_\_\_\_\_  
Karen DuBois-Walton  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner

**Motion to approve resolution was moved by Commissioner Keene and by Commissioner Witherspoon second. John Rafferty presented this resolution. Motion passed unanimously.**



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** September 20, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing Change Order #4 and Change Order #5 to Essex Fencing Improvements and Basement Abatement Contract with Elm City Carpentry, LLC in the Combined Amount Not to Exceed \$13,994.58 for Additional Sections of Fence and Posts Extending Contract Time Until December 20, 2022

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution Number 09-47/22-R

**TIMING:** Immediately

**DISCUSSION:** At Essex Townhouses, 1134 Quinnipiac Avenue, ECC/HANH determined a need to replace privacy fencing around rear patios and along a portion of the property line, remove asbestos-containing pipe insulation, and install new insulation in apartment basements.

Following a public bid solicitation, in August 2021, the Board of Commissioners authorized award of Contract #PM-21-C-508 for Essex Fencing Improvements and Basement Abatement to Elm City Carpentry, LLC who submitted the most responsive and responsible bid in the amount of \$289,000.00.

ECC/HANH approved Change Order #1 extending contract time until June 16, 2022, to allow for COVID delays and Change Order #2 in the amount of \$22,381.60 for additional basement pipe insulation that exceeded the allowance quantity included in the contract. Following authorizing of Change Order #2, the adjusted contract value increased from \$289,000.00 to \$311,381.60.

On May 17, 2022, the Board of Commissioners authorized approval of Change Order #3 for providing boards on both the inner and outer surfaces of the fence in a shadow box style instead of the outer only surface as specified, providing a stronger, more attractive fence in the amount not to exceed \$14,371.97 bringing the adjusted contract value from \$311,381.60 to \$325,753.57.

ECC/HANH is now requesting authorization for Change Order #4 to remove and replace a section of fence at the trash enclosure in the amount of \$5,577.31 and Change Order #5 to remove and replace 7 fence posts and 7 sections of fence in the amount of \$8,417.27 to work in tandem with the Essex Roof and Siding work to create a laydown area for BRD roof and siding materials and to create access to siding so the siding contractor can install per industry standard and maintain warranty. In addition, this work would require extending contract time until December 20, 2022. Following authorization of Change Order #4 and Change Order #5, the adjusted contract value will be \$339,748.15.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than



\$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #4 to replace a section of fence at the trash enclosure in the amount of \$5,577.31 and extend contract time until December 20, 2022, and Change Order #5 to remove and replace 7 fence posts and 7 sections of fence in the amount of \$8,417.27 to contract #PM-21-C-508 with Elm City Carpentry, LLC bringing the adjusted contract value from \$325,753.57 to \$339,748.15 with contract time until December 20, 2022.

FISCAL IMPACT: \$13,994.58

SOURCE OF FUNDS: MTW

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution Number 09-47/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #4 AND CHANGE ORDER #5 TO ESSEX FENCING IMPROVEMENTS AND BASEMENT ABATEMENT CONTRACT WITH ELM CITY CARPENTRY, LLC IN THE COMBINED AMOUNT NOT TO EXCEED \$13,994.58 FOR ADDITIONAL SECTIONS OF FENCE AND POSTS EXTENDING CONTRACT TIME UNTIL DECEMBER 20, 2022**

**WHEREAS**, at Essex Townhouses, 1134 Quinnipiac Avenue, ECC/HANH determined a need to replace privacy fencing around rear patios and along a portion of the property line, remove asbestos-containing pipe insulation, and install new insulation in apartment basements; and

**WHEREAS**, following a public bid solicitation, in August 2021, the Board of Commissioners authorized award of Contract #PM-21-C-508 for Essex Fencing Improvements and Basement Abatement to Elm City Carpentry, LLC who submitted the most responsive and responsible bid in the amount of \$289,000.00; and

**WHEREAS**, ECC/HANH approved Change Order #1 extending contract time until June 16, 2022 to allow for COVID delays and Change Order #2 in the amount of \$22,381.60 for additional basement pipe insulation that exceeded the allowance quantity included in the contract; and

**WHEREAS**, following authorizing of Change Order #2, the adjusted contract value increased from \$289,000.00 to \$311,381.60; and

**WHEREAS**, on May 17, 2022, the Board of Commissioners authorized approval of Change Order #3 for providing boards on both the inner and outer surfaces of the fence in a shadow box style instead of the outer only surface as specified, providing a stronger, more attractive fence in the amount not to exceed \$14,371.97 bringing the adjusted contract value from \$311,381.60 to \$325,753.57; and

**WHEREAS**, ECC/HANH is now requesting authorization for Change Order #4 to replace a section of fence at the trash enclosure in the amount of \$5,577.31 and extending contract time until December 20, 2022, and Change Order #5 to remove and replace 7 fence posts and 7 sections of fence in the amount of \$8,417.27 with contract time until December 20, 2022; and

**WHEREAS**, following authorization of Change Order #4 and Change Order #5, the adjusted contract value will be \$339,748.15; and

**WHEREAS**, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #4 to replace a section of fence at the trash enclosure in the amount of \$5,577.31 and extending contract time until December 20, 2023, and Change Order #5 to remove and replace 7 fence posts and 7 sections of fence in the amount of \$8,417.27 to contract #PM-21-C-508 with Elm City Carpentry, LLC bringing the adjusted contract value from \$325,753.57 to \$339,748.15 with contract time, December 20, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #4 to remove and replace a section of fence at the trash enclosure in the amount of



\$5,577.31 and extending contract time until December 20, 2022 and Change Order #5 to remove and replace 7 fence posts and 7 sections of fence in the amount of \$8,417.27 to contract #PM-21-C-508 with Elm City Carpentry, LLC bringing the adjusted contract value from \$325,753.57 to \$339,748.15 with contract time until December 20, 2022 is hereby authorized.

- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Vice Chairman Kilpatrick second. Hannah Sokal-Holmes presented this resolution. Motion passed unanimously.**



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** September 20, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing Change Order #7 and Change Order #8 to BRD Builders, LLC Essex Exterior Envelope and Dwelling Unit Improvements Contract in the Amount Not to Exceed \$116,284.65 Bringing the Adjusted Contract Value From \$2,109,378.84 to \$2,225,663.49 Extending Contract Time Until May 4, 2023

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution Number 09-48/22-R

**TIMING:** Immediately

**DISCUSSION:** At Essex Townhouses, 1134 Quinpiac Avenue, ECC/HANH determined a need to upgrade the development including roofs, gutters, windows, doors, siding, bathrooms, flooring, etc.

On September 21, 2021, the Board of Commissioners authorized contract award to BRD Builders, LLC who submitted the most responsive and responsible bid in the amount of \$1,919,761.30 for completion in 180 calendar days from Notice to Proceed.

As work progressed, ECC/HANH authorized Change Order #1 for Pella fiberglass casement windows in the amount of \$16,816.24 extending contract time to November 26, 2022; Change Order #2 for PVC trim at fascias and rakes in the amount of \$20,881.26; Change Order #3 for continuous hinges at full and half bath hollow metal door frames in the amount of \$8,633.52; Change Order #4 for bathroom tub surrounds that will provide a more sustainable wall surface in the amount of \$135,230.28 extending contract time until January 25, 2023 in anticipation of long lead-time delivery; Change Order #5 to add bathroom grab bar blocking in the amount of \$3,627.26 extending contract time until January 29, 2023; and Change Order #6 for material cost increase for bathroom vanity tops in the amount of \$4,428.98. These combined changes were under 10% and did not require prior Board approval. Following authorization of Change Order #6, the adjusted contract value increased from \$1,919,761.30 to \$2,109,378.84.

ECC/HANH is now recommending authorization of Change Order #7 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 and for Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 extending contract time until May 4, 2023. Following authorization of Change Order #7 and Change Order #8, the adjusted contract value will increase from \$2,109,378.84 to \$2,225,663.49.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #7



to contract #PM-21-C-524 with BRD Builders, LLC in the amount not to exceed \$116,284.65 for Essex Exterior Envelope and Dwelling Unit Improvements bringing the adjusted contract value from \$2,109,378.84 to \$2,225,663.49 extending contract time until May 4, 2023.

FISCAL IMPACT: \$116,284.65

SOURCE OF FUNDS: CFP 2020; CFP 2021; CFP 2022

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution Number 09-48/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #7 TO BRD BUILDERS, LLC ESSEX EXTERIOR ENVELOPE AND DWELLING UNIT IMPROVEMENTS CONTRACT IN THE AMOUNT NOT TO EXCEED \$116,284.65 BRINGING THE ADJUSTED CONTRACT VALUE FROM \$2,109,378.84 TO \$2,225,663.49 EXTENDING CONTRACT TIME UNTIL MAY 4, 2023**

WHEREAS, at Essex Townhouses, 1134 Quinnipiac Avenue, ECC/HANH determined a need to upgrade the development including roofs, gutters, windows, doors, siding, bathrooms, flooring, etc.; and

WHEREAS, on September 21, 2021, the Board of Commissioners authorized contract award to BRD Builders, LLC who submitted the most responsive and responsible bid in the amount of \$1,919,761.30 for completion in 180 calendar days from Notice to Proceed; and

WHEREAS, as work progressed, ECC/HANH authorized:

- Change Order #1 for Pella fiberglass casement windows in the amount of \$16,816.24 extending contract time to November 26, 2022
- Change Order #2 for PVC trim at fascias and rakes in the amount of \$20,881.26
- Change Order #3 for continuous hinges at full and half bath hollow metal door frames in the amount of \$8,633.52
- Change Order #4 for bathroom tub surrounds that will provide a more sustainable wall surface in the amount of \$135,230.28 extending contract time until January 25, 2023, and
- Change Order #5 to add bathroom grab bar blocking in the amount of \$3,627.26 extending contract time until January 29, 2023;
- Change Order #6 for material cost increase for bathroom vanity tops in the amount of \$4,428.98; and

WHEREAS, these combined changes were under 10% and did not require prior Board approval; and

WHEREAS, ECC/HANH is now recommending authorization of Change Order #7 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 and Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 extending contract time until May 4, 2023; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #7 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 and Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 extending contract time until May 4, 2023.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 5) Change Order #7 to contract #PM-21-C-524 with BRD Builders, LLC in the amount not to exceed \$116,284.65 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 and Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 bringing the adjusted contract value from \$2,109,378.84 to \$2,225,663.49 extending contract time until May 4, 2023 is hereby authorized.
- 6) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 7) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 8) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner

**Motion to approve resolution was moved by Commissioner Keene and by Commissioner Witherspoon second. Hannah Sokal-Holmes presented this resolution. Motion passed unanimously.**



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** September 20, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution authorizing the revision of the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan)

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #09-49/22-R

**TIMING:** Immediately

**DISCUSSION:** On June 19, 2018, the Board of Commissioners authorized resolution #06-63/18-S, approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On June 16, 2020, the Board of Commissioners authorized resolution #03-23/20-S, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On July 21, 2020, the Board of Commissioners authorized resolution # 07-62/20, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On October 20, 2020, the Board of Commissioners authorized resolution # 10-97/20-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On February 16, 2021, the Board of Commissioners authorized resolution # 02-08/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On December 21, 2021, the Board of Commissioners authorized resolution #12-103/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On June 21, 2022, the Board of Commissioners authorized resolution #06-25/22-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan. The Administrative Plan is a supporting document to the ECC/HANH MTW plan and is available for public review as required by CFR 24 Part 903.

The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for Housing Choice Voucher (HCV) program funding.



ECC/HANH is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

HUD regulations contain a list of what must be included in the Administrative Plan.

The revisions are updates to the following chapters.

- Chapter 4– Applications, Waiting List and Tenant Selection
  - Opening and Closing the Waiting List
    - Closing the Waiting List
    - Reopening the Waiting List
  - Updating the Waiting List
    - Purging the Waiting List
    - Removal from the Waiting List
  - Selection Method –
    - Local Preferences
    - Order of Selection
  - Notification of Selection
  - LIPH to HCV Options for Residents
  - Effort to End Homelessness – Homeless Preference/Waiting List Set Asides (NEW)
- Chapter 19, Section 4 – Applications, Waiting List and Tenant Selection
  - Opening and Closing the Waiting List
    - Closing the Waiting List
    - Reopening the Waiting List
  - Selection Method
    - Local Preferences
    - Order of Selection
  - Notification of Selection
  - Preference Qualifications

A 30-day comment period occurred from August 1, 2022, to August 30, 2022. A public hearing for comments was held on August 29, 2022. There weren't any public comments.

**FISCAL IMPACT:** None

**SOURCE OF FUNDS:** N/A

**STAFF:** Evelise Ribeiro, Director of Compliance and MTW Initiatives



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION # #09-49/22-R**

**RESOLUTION AUTHORIZING THE REVISION OF THE ECC/HANH  
HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN (ADMIN PLAN)**

**WHEREAS**, On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On June 16, 2020, the Board of Commissioners authorized resolution #03-23/20-S, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On July 21, 2020, the Board of Commissioners authorized resolution # 07-62/20, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On October 20, 2020, the Board of Commissioners authorized resolution # 10-97/20-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On February 16, 2021, the Board of Commissioners authorized resolution # 02-08/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On December 21, 2021, the Board of Commissioners authorized resolution # 12-103/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

**WHEREAS**, On June 21, 2022, the Board of Commissioners authorized resolution #06-25/22-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

**WHEREAS**, The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan; and

**WHEREAS**, The revisions are updates to Chapter 4, Application, Waiting List and Selection - Opening and Closing the Waiting List, Updating the Waiting List, Selection Method, Notification of Selection, LIP to HCV Options for Residents and Effort to End Homelessness – Homeless Preference/Waiting List Set-Asides (NEW); and

**WHEREAS**, And revisions to Chapter 19, Mixed Finance Developments Including Rental Assistance Demonstration/Project Based Voucher (RAD/PBV), Application, Waiting List, Tenant Selection and Transfer Policy- Opening and Closing the Waiting List, Selection Method, Overview and Preference Qualifications.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** and the President be and hereby is authorized, empowered and directed to act on behalf of ECC/HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH, the agreement contemplated and hereby to take all necessary actions to revise the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan) to include updates to Chapter 4, Applications, Waiting List and Tenant Selection and Chapter 19, Mixed Finance Developments Including Rental



Assistance Demonstration/Project Based Voucher (RAD/PBV), Application, Waiting List, Tenant Selection and Transfer Policy.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton  
Secretary/ President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER AND ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Evelise Ribiero presented this resolution. Motion passed unanimously.**



## MEMORANDUM

To: Board of Commissioners

Date: September 20, 2022

From: Karen DuBois-Walton Ph.D., President

RE: Resolution Authorizing Approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for an additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75

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ACTION: Recommend that the Board of Commissioners adopt Resolution #09-50/22-R

TIMING: Immediately

DISCUSSION: HANH has implemented a vehicle replacement program that requires disposal of older model vehicles and regular fleet replacement and upgrade. HANH has determined a need to dispose of vehicles. The Gengras Ford Auto Group administers statewide Commodity Contracts for use by State Department and Local Governments. Statewide Commodity Contracts are a type of Leverage Procurement Agreements (LPA) used as one of the State's, main procurement vehicles for leveraging its buying power. This objective is accomplished by competitively soliciting quality products by a single lead public agency and making the resulting Contract available to other public agencies.

The State of Connecticut, through the Department of Administrative Services, has a contract with Gengras Ford Auto Group (19PSX0161) to purchase vehicles and aftermarket options set to expire on September 30, 2023.

On December 15, 2020, the board approved Resolution # 12-111/20-R for a contract with Gengras Ford Auto Group to purchase vehicles and aftermarket options. The cost breakdowns for the various needs are: Four (4) Ford 350 pick- up trucks \$186,147.75, One (1) Ford SUV 45,188.00, Six (6) Ford Transit Cargo Vans \$238,386.00, for a total not to exceed amount \$469,721.75.

HANH is requesting approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for an additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. HANH is requesting approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for an



additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75.

FISCAL IMPACT: \$49,221.75 Insurance Funds

STAFF: Lee Purvis, Central Operations Manager

**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION # 09-50/22-R**

Resolution Authorizing Approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for an additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75

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WHEREAS, HANH has a need to replace older vehicles with newer models to keep the fleet operational; and

WHEREAS, the State of Connecticut, through the Department of Administrative Services, has a contract with Crowley Ford Auto Group (19PSX0161) to purchase vehicles and aftermarket options set to expire on September 30, 2023; and

WHEREAS, HANH has determined that this procurement qualifies as a state and local intergovernmental agreement to purchase or use common goods and services as outlined in HANH'S Procurement Policy (Page 14); and

WHEREAS, on December 15, 2020, the board approved Resolution # 12-111/20-R for a contract with Gengras Ford Auto Group to purchase vehicles and aftermarket options. The cost breakdowns for the various needs are: Four (4) Ford 350 pick- up trucks \$186,147.75, One (1) Ford SUV 45,188.00, Six (6) Ford Transit Cargo Vans \$238,386.00, for a total not to exceed amount \$469,721.75; and

WHEREAS, HANH is requesting approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for, for an additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75; and

WHEREAS, in accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

1. Approval of Change Order Number One (1) to the Contract with Gengras Ford Auto Group for the purchase of vehicles, trade-ins and aftermarket options agency wide for an additional amount of \$49,221.00 bringing the total contract amount from \$469,721.75 to 518,942.75
2. The President be and hereby is authorized, empowered and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution.



3. The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By:\_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Vice Chairman Kilpatrick second. Lee Purvis presented this resolution. Motion passed unanimously.**



## **MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** September 20, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing a Memorandum of Agreement for Provision of Services and Space Use Agreement by and between Elm City Communities/Housing Authority of the City of New Haven and Live Girl Commencing September 20, 2022 – September 19, 2023

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 09-51/22-R

**TIMING:** Immediately

**DISCUSSION:** This is an agreement for 1 year beginning September 20, 2022 through September 19, 2023 with no fiscal impact to ECC/HANH. The purpose of this resolution is to authorize an agreement pursuant to which Live Girl will provide on-site programming to ECC/HANH youth residents in grades 5 through college.

Live Girl's programs provide:

- Small group mentoring and access to positive role models.
- Evidence-based programs that build self-esteem and social emotional intelligence, the building blocks of a confident leader.
- Positive social-emotional development and connectivity to their community through diverse friendships and role models.

Elm City Communities sees value in partnering in this way with Live Girl for its resources and services to provide leadership and mentoring programs that build social emotional intelligence and self-esteem we seek authorization to enter into this memorandum of agreement with Live Girl.

**FISCAL IMPACT:** \$0.00

**STAFF:** Latoya McCrea, Director of CED



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION # 09-51/22-R**

**Resolution Authorizing a Memorandum of Agreement for Provision of Services and Space Use Agreement  
by and between Elm City Communities/Housing Authority of the City of New Haven and Live Girl  
Commencing September 20, 2022 – September 19, 2023**

**WHEREAS**, the Housing Authority of the City of New Haven (ECC/HANH) along with Live Girl are partnering to provide access to needed services to support the youth Residents of ECC; and

**WHEREAS**, the successful partnership depends upon the safe sharing of confidential information on clients amongst the involved partners; and

**WHEREAS**, the attached memorandum of agreement was prepared to set forth the terms and conditions pursuant to which Live Girl will provide certain services for ECC/HANH residents, at no cost to ECC/HANH, ECC/HANH will permit the use of certain community room space for this purpose and certain tasks to be performed by HANH in connection therewith; and

**WHEREAS**, ECC/HANH seeks to partner with Live Girl and sees value in partnering in this way to services to provide leadership and mentoring programs that build social emotional intelligence and self-esteem we seek for youth residents in grades 5 through college.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

1. The Memorandum of Agreement for the Provision of Services and use of Community Room Spaces at 205 Wilmot Road, 185 Eastern Street and 657 Grand Avenue, a copy of which is attached hereto as Exhibit A, be and hereby is authorized.
2. The President be and hereby is authorized, empowered, and directed to execute and deliver the agreement, in substantially the form as attached hereto, and to take any and all such actions as are necessary or appropriate or ancillary thereto.
3. This resolution shall commence on September 20, 2022 through September 19, 2023.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on September 20, 2022.

---

Karen DuBois-Walton



Secretary/ President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Melody Ramos presented this resolution. Motion passed unanimously.**



## MEMORANDUM

**To:** Board of Commissioners

**Date:** September 20, 2022

**From:** Karen DuBois-Walton Ph. D., President

**Re:** RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH CAN I LIVE FOR THE RESIDENT OWNED BUSINESS INITIATIVE PROGRAM COMMENCING ON OCTOBER 1, 2022 AND ENDING ON OCTOBER 2, 2023 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$98,250.00

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #09-52/22-R

**TIMING:** October 1, 2022

**DISCUSSION:** ECC/HANH released a Request for Proposals on December 20, 2021 with a return date no later than January 26, 2022 for Resident Owned Business (ROB) Support Services. ECC/HANH received proposals from Vase Management, Shultz & Co, Roads Consulting, CMWP and Can I Live, Inc. The proposals were reviewed by the evaluation committee and it was determined that Can I Live submitted the most responsive and responsible bid. A negotiation session was held on June 8, 2022, with the best and final due on June 13, 2022.

It is the recommendation of ECC/ HANH that a contract is issued to Can I Live for One (1) year with One (1) one-year option to renew in the amount of \$98,250 for a total not to exceed amount of \$196,500.

ECC/HANH has an ongoing need for the provisions of technical support for the Resident Owned Business participants (ROBs). CAN I LIVE, Inc is a women/ minority own enterprise that has proven to provide these services with outcomes that match the goal of our program. Such services are currently being provided to the Department of Employment Services in DC.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. ECC-HANH staff is recommending that the Board of Commissioners approve this resolution for technical services for ECC.



FISCAL IMPACT: \$196,500.00 Budgeted CED Funds FY 23, FY 24

STAFF: LaToya McCrea, Director of CED

**ELM CITY COMMUNITIES  
Housing Authority of the City of New Haven**

**Resolution #09-52/22-R**

**RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH CAN I LIVE FOR THE RESIDENT OWNED BUSINESS SUPPORT SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$196,500.00**

WHEREAS, Elm City Communities/Housing Authority of the City of New Haven identified a need for technical services for the Resident Owned Business initiative program; and

WHEREAS, ECC/HANH releases a Request for Proposals on December 20, 2021 with a return date no later than January 26, 2022 for Resident Owned Business (ROB) Support Services. ECC/ HANH received proposals from Vase Management, Shultz & Co, Roads Consulting, CMWP and Can I Live, Inc. The proposals were reviewed by the evaluation committee and it was determined that Can I Live submitted the most responsive and responsible bid. A negotiation session was held on June 8, 2022, with the best and final due on June 13, 2022.

WHEREAS, ECC/HANH is recommending a contract to Can I Live for One (1) year with One (1) one-year option to renew in the amount of \$98,250 for a total not to exceed amount of \$196,500.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT** authorize a One (1) year with One (1) one-year option to renew in the amount of \$98,250 for a total not to exceed amount of \$196,500 for a beginning on October 1, 2022 and ending October 2, 2023 for a total not to exceed contract amount of \$98,250.00. The President be and hereby is authorized, empowered and directed to act on behalf of ECC to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC-HANH, the agreement contemplated hereby.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton  
Secretary/ President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.



A Senior Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Melody Ramos presented this resolution. Motion passed unanimously.**

## **MEMORANDUM**

**TO:** Board of Commissioners  
**DATE:** September 20, 2022  
**FROM:** Karen DuBois-Walton, Ph.D., President  
**RE:** Resolution authorizing the revision of the ECC/HANH Family Self - Sufficiency Action Plan

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #09-53/22-R

**TIMING:** Immediately

**DISCUSSION:** The Family Self-Sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan and is available for public review as required by 24 CFR Part 903.

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, the PHA also establishes a local goal consistent with the PHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

The **ECC/HANH** local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.

**FISCAL IMPACT:** None

**STAFF:** LaToya Mills, Director of CED



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION # 09-53/22-R**

**Resolution authorizing the revision of the ECC/HANH Family Self-Sufficiency Action Plan**

**WHEREAS,** The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan and is available for public review as required by 24 CFR Part 903; and

**WHEREAS,** The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** and the President be and hereby is authorized, empowered and directed to act on behalf of ECC/HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH, the agreement contemplated and hereby to take all necessary actions to revise the ECC/HANH FSS Action Plan.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton  
Secretary/ President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER AND ENGLISH, LLP  
GENERAL COUNSEL

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



Rolan Joni Young, Esq.  
A Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Melody Ramos presented this resolution. Motion passed unanimously.**

## **MEMORANDUM**

**To: Board of Commissioners**

**Date: September 20, 2022**

**From: Karen DuBois-Walton, President**

**RE: Resolution authorizing ECC/HANH to enter into a contract with Ring Central for Unified Communication as a Service (UCaaS) in the amount of \$782,814.00 over five years**

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ACTION:	Recommend that the Board of Commissioners adopt Resolution #09-54/22-R
TIMING:	Immediately
DISCUSSION:	<p>Voice over IP (VOIP) telephony, video conferencing, and faxing are critical elements required to conduct business at ECC. In February 2022, Elm City Communities issued an RFP for UCaaS to provide these services that is cloud based and includes a contact center with advanced analytics.</p> <p>There were six respondents to the RFP including T-Mobile, Ring Central, Granite Telecommunications, GoTo Communications, Converge One, and Connecticut Communications. Based on capability, price, and implementation timeframe, Ring Central provided the best solution for ECC.</p> <p>This resolution is seeking approval to enter into a contract with Ring Central over five years to provide these services in the amount of \$782,814.00 including training, contact center setup and FCC taxes and surcharges.</p>
FISCAL IMPACT:	\$782,814.00 over 5 years (IT budget)
STAFF:	Donna Piccirilli, VP Information Technology/CIO



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution #09-54/22-R**

**Resolution authorizing ECC/HANH to enter into a contract ECC/HANH to enter into a contract with Ring Central for Unified Communication as a Service (UCaaS) in the amount of \$782,814.00 over five years**

**WHEREAS**, Voice over IP (VOIP) telephony, video conferencing, and faxing are critical elements required to conduct business at ECC. In February 2022, Elm City Communities issued an RFP for UCaaS to provide these services that is cloud based and includes a contact center with advanced analytics, and

**WHEREAS**, There were six respondents to the RFP including T-Mobile, Ring Central, Granite Telecommunications, GoTo Communications, Converge One, and Connecticut Communications. Based on capability, price, and implementation timeframe, Ring Central provided the best solution for ECC, and

**WHEREAS**, This resolution is seeking approval to enter into a contract with Ring Central over five years to provide these services in the amount of \$782,814.00 including setup of contact center and FCC taxes and surcharges, and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that:**

1. The Board authorizes the President to take such action and execute such documents as necessary to implement the provisions of this Resolution.
2. This Resolution shall take effective immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 20, 2022.

\_\_\_\_\_  
Karen DuBois-Walton,  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner

**Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Donna Piccirilli presented this resolution. Motion passed unanimously.**

**Adjournment:** Motion to adjourn was made at 4:53 p.m. by Chairman Clemons.

***ADJOURNMENT***



# MEMORANDUM

**TO: All Board of Commissioners**

**FROM: John Rafferty, CFO**

**RE: Bills and Communications**

**DATE: October 18, 2022**

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Attached please find the following Two (2) lists:

**Accounts Payable Processing Report** totaling **\$ 31,899.31** (listed on page 1), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the October 18, 2022, Board of Commissioners meeting.

**Bank Book Check Register** totaling **\$ 3,081,763.34** (listed on page 14). This list consists of invoices that have been paid from September 1 – September 30, 2022. Patterson & Associate Consulting, LLC (\$221,440) for IT Department Software and Computer; Freeman Companies, LLC (\$ 41,628) for Wolfe Environmental; Nobe Construction Company (\$ 37,671) IQC Vacancies multiple sites; Banton Construction Company (\$ 255,006) for Robert T. Wolfe building upgrades; Christopher Williams Architects, LLC (\$ 60,753) for Robert T Wolf and Scattered Sited Safety; Elm City Carpentry (\$ 28,841) for Essex Fencing and Basement Abatement; Home Depot (\$ 86,542) agency-wide materials; Anthem Blue Cross/Blue Shield (\$487,650.77) for two months of medical insurance and a month of dental/vision; United Illuminating (\$ 205,900) for various sites; Southern Connecticut Gas (\$ 17,275) for agency-wide gas service; Regional Water Authority (\$ 74,743) For agency-wide services.

The total of both registers is **\$ 3,113,662.65**  
Attachments



**Payment Processing Report for September 2022**

Fund	Vendor	Description	Amount	Due Date	Invoice #
900	Ace Van & Storage, Inc.	Relocation for Willie Stanton-RAD IV	\$ 700.00	3/1/2021	700
102	City of New Haven	Sept 2022 LCI	\$ 27,238.91	10/30/2022	Sept 2022 LCI
214	Enviromed Services, Inc.	IQC ENVIRONMENTAL ESSEX #28 MOLD #130	\$ 1,415.00	8/14/2022	21654
211	Home Depot	211-037	\$ 20.60	9/21/2022	3141345-1
102	Online Information Services, Inc	Sept 2022 HCV	\$ 416.10	10/30/2022	1154375
102	Online Information Services, Inc	Sept 2022 Scattered (for HCV)	\$ 8.76	10/30/2022	1154374
281	WebHouse Inc	CLOUD HOSTING 03/31/2022	\$ 350.00	3/31/2022	HANH-033120222
281	WebHouse Inc	CLOUD HOSTING 04/30/2022	\$ 350.00	5/1/2022	HANH-04302022
281	WebHouse Inc	CLOUD HOSTING 05/31/2022	\$ 350.00	5/31/2022	HANH-05312022
281	WebHouse Inc	CLOUD HOSTING 06/30/2022	\$ 350.00	7/1/2022	HANH-06302022
281	WebHouse Inc	CLOUD HOSTING 07/31/2022	\$ 350.00	7/31/2022	HANH-07312022
281	WebHouse Inc	CLOUD HOSTING 08302022	\$ 350.00	8/31/2022	HANH-08312022

**Total Amount Due                      \$31,899.37**





Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
Check	175515	0	09/01/2022	\$ (235.00)	Posted		Tanya Carmon
Check	175468	0	09/01/2022	\$ (49.00)	Posted		Leslie Mckiver
Check	175490	0	09/01/2022	\$ (48.00)	Posted		Patty Burruss
Check	175507	0	09/01/2022	\$ (156.00)	Posted		Sherita Tucker
Check	175460	0	09/01/2022	\$ (56.00)	Posted		Jessica S Johnson
Check	175451	0	09/01/2022	\$ (328.00)	Posted		Francoise M Rodriguez-Hernandez
Check	175524	0	09/01/2022	\$ (56.00)	Posted		Tyshonna Hobby
Check	175531	0	09/01/2022	\$ (56.00)	Posted		Zulady Alicea-Reyes
Check	175629	0	09/01/2022	\$ (8.00)	Posted		Afscme Local 818
Check	175628	0	09/01/2022	\$ (184.00)	Posted		Afscme Local 818
Check	175630	0	09/01/2022	\$ (62.94)	Posted		Robin Miller-Godwin
DD	175508	28142	09/01/2022	\$ (169.00)	Posted		Sor Perez
DD	175427	28066	09/01/2022	\$ (164.00)	Posted		Ana Falero
DD	175495	28130	09/01/2022	\$ (169.00)	Posted		Rosa Santiago
DD	175528	28160	09/01/2022	\$ (41.00)	Posted		Yolanda Marte
DD	175496	28131	09/01/2022	\$ (37.00)	Posted		Rosaura Luciano
DD	175456	28094	09/01/2022	\$ (169.00)	Posted		Isabel Fuentes
DD	175476	28112	09/01/2022	\$ (42.00)	Posted		Mayra Quiles
DD	175487	28123	09/01/2022	\$ (160.00)	Posted		Olga Mojica
DD	175499	28134	09/01/2022	\$ (123.00)	Posted		Sarah M Kendrick
DD	175529	28161	09/01/2022	\$ (99.00)	Posted		Yvette Gray
DD	175512	28146	09/01/2022	\$ (219.00)	Posted		Tamika Bratton
DD	175482	28118	09/01/2022	\$ (99.00)	Posted		Natalie Rodriguez
DD	175472	28108	09/01/2022	\$ (56.00)	Posted		Maria L Correa
DD	175480	28116	09/01/2022	\$ (17.00)	Posted		Nakia Lashaun Culbreath
DD	175494	28129	09/01/2022	\$ (47.00)	Posted		Reneta Mitchell
DD	175509	28143	09/01/2022	\$ (99.00)	Posted		Susan Davis
DD	175455	28093	09/01/2022	\$ (83.00)	Posted		Inira Allen
DD	175437	28076	09/01/2022	\$ (124.00)	Posted		Carol Suggs
DD	175475	28111	09/01/2022	\$ (4.00)	Posted		Maryann Jones
DD	175500	28135	09/01/2022	\$ (98.00)	Posted		Sean Michael Flowers
DD	175518	28151	09/01/2022	\$ (99.00)	Posted		Terese Edwina Stevenson
DD	175473	28109	09/01/2022	\$ (159.00)	Posted		Maria R Langston
DD	175526	28158	09/01/2022	\$ (112.00)	Posted		Vanessa Myers
DD	175522	28155	09/01/2022	\$ (23.00)	Posted		Tyquanna Whitaker
DD	175466	28103	09/01/2022	\$ (169.00)	Posted		Latoya D Garrett
DD	175517	28150	09/01/2022	\$ (88.00)	Posted		Teneshia Monique Harrington
DD	175438	28077	09/01/2022	\$ (169.00)	Posted		Cassandra Moore
DD	175498	28133	09/01/2022	\$ (15.00)	Posted		Sandy M Gaskin
DD	175443	28082	09/01/2022	\$ (64.00)	Posted		Connie J Tyson
DD	175474	28110	09/01/2022	\$ (112.00)	Posted		Mary A Lopez
DD	175520	28153	09/01/2022	\$ (99.00)	Posted		Tiffaine Brodie
DD	175431	28070	09/01/2022	\$ (132.00)	Posted		Brenda Leisa Dickey
DD	175450	28089	09/01/2022	\$ (169.00)	Posted		Faith H Thompson
DD	175514	28148	09/01/2022	\$ (126.00)	Posted		Tanya A. Solomon
DD	175523	28156	09/01/2022	\$ (52.00)	Posted		Tyrell J Pearson
DD	175501	28136	09/01/2022	\$ (164.00)	Posted		Shalanda Rena Wiggins
DD	175527	28159	09/01/2022	\$ (106.00)	Posted		Victoria C Allen
DD	175432	28071	09/01/2022	\$ (132.00)	Posted		Brenda Sparks
DD	175521	28154	09/01/2022	\$ (124.00)	Posted		Trenna Soares
DD	175479	28115	09/01/2022	\$ (156.00)	Posted		Monique Allen



DD	175491	28126	09/01/2022	\$	(9.00)	Posted		Paula A Barnes
DD	175519	28152	09/01/2022	\$	(76.00)	Posted		Thelma Goodwin
DD	175525	28157	09/01/2022	\$	(134.00)	Posted		Valeka Williams
DD	175453	28091	09/01/2022	\$	(130.00)	Posted		Helen Suggs
DD	175489	28125	09/01/2022	\$	(56.00)	Posted		Pamela Greene
DD	175457	28095	09/01/2022	\$	(19.00)	Posted		Janet Santiago
DD	175446	28085	09/01/2022	\$	(40.00)	Posted		D'Juana Desilva
DD	175440	28079	09/01/2022	\$	(56.00)	Posted		Chantel Whitehead
DD	175452	28090	09/01/2022	\$	(132.00)	Posted		Gerardo Flores
DD	175436	28075	09/01/2022	\$	(52.00)	Posted		Carmen Lozada
DD	175481	28117	09/01/2022	\$	(124.00)	Posted		Nancy Marilyn Estrada
DD	175493	28128	09/01/2022	\$	(82.00)	Posted		Preziosa Flores
DD	175444	28083	09/01/2022	\$	(132.00)	Posted		Connie Mills
DD	175439	28078	09/01/2022	\$	(124.00)	Posted		Chanel Highsmith
DD	175486	28122	09/01/2022	\$	(124.00)	Posted		Nichol Monique Batts
DD	175441	28080	09/01/2022	\$	(106.00)	Posted		Ciera S Lewis
DD	175483	28119	09/01/2022	\$	(52.00)	Posted		Natasha White
DD	175530	28162	09/01/2022	\$	(28.00)	Posted		Zaira Leticia Salinas Ramos
DD	175467	28104	09/01/2022	\$	(49.00)	Posted		Latoya T Pierre Brown
DD	175449	28088	09/01/2022	\$	(49.00)	Posted		Ericka Alis Cannon
DD	175469	28105	09/01/2022	\$	(155.00)	Posted		Luisa Miliano-Garcia
DD	175464	28101	09/01/2022	\$	(47.00)	Posted		Klara Carmichael
DD	175516	28149	09/01/2022	\$	(49.00)	Posted		Tatiana Bojka
DD	175425	28064	09/01/2022	\$	(36.00)	Posted		Afrika Lynette Canady
DD	175448	28087	09/01/2022	\$	(52.00)	Posted		Dione Bennett
DD	175454	28092	09/01/2022	\$	(41.00)	Posted		Hope Brodie
DD	175505	28140	09/01/2022	\$	(56.00)	Posted		Shatora McCotter
DD	175463	28100	09/01/2022	\$	(57.00)	Posted		Julia Iassogna
DD	175426	28065	09/01/2022	\$	(56.00)	Posted		Alice J. Foskey
DD	175461	28098	09/01/2022	\$	(56.00)	Posted		Jonte Sykes
DD	175478	28114	09/01/2022	\$	(56.00)	Posted		Migdalia Flores
DD	175484	28120	09/01/2022	\$	(56.00)	Posted		Natasha C Clay
DD	175434	28073	09/01/2022	\$	(61.00)	Posted		Candi Foley
DD	175485	28121	09/01/2022	\$	(99.00)	Posted		Natasha Laureano
DD	175447	28086	09/01/2022	\$	(41.00)	Posted		Desiree Rivera
DD	175424	28063	09/01/2022	\$	(124.00)	Posted		Adrienne Simpson
DD	175504	28139	09/01/2022	\$	(23.00)	Posted		Sharron E Fogle
DD	175459	28097	09/01/2022	\$	(56.00)	Posted		Jessica Gentile
DD	175471	28107	09/01/2022	\$	(47.00)	Posted		Margie Roman
DD	175462	28099	09/01/2022	\$	(132.00)	Posted		Joslyn Lockwood
DD	175492	28127	09/01/2022	\$	(159.00)	Posted		Perry Flowers
DD	175497	28132	09/01/2022	\$	(49.00)	Posted		Roscheyla Prieto-Quinones
DD	175429	28068	09/01/2022	\$	(49.00)	Posted		Artavia Boone
DD	175435	28074	09/01/2022	\$	(169.00)	Posted		Carle Washington
DD	175503	28138	09/01/2022	\$	(56.00)	Posted		Shanice M. Calloway
DD	175477	28113	09/01/2022	\$	(56.00)	Posted		Mi-kerria Shaw
DD	175458	28096	09/01/2022	\$	(23.00)	Posted		Jasmine Mcghee
DD	175433	28072	09/01/2022	\$	(136.00)	Posted		Brittany Cox
DD	175502	28137	09/01/2022	\$	(52.00)	Posted		Shamira White
DD	175430	28069	09/01/2022	\$	(67.00)	Posted		Ayshnee Butler
DD	175510	28144	09/01/2022	\$	(218.00)	Posted		Taccarra Smith
DD	175445	28084	09/01/2022	\$	(49.00)	Posted		Curnijah Howard
DD	175428	28067	09/01/2022	\$	(49.00)	Posted		Arriana Santana
DD	175511	28145	09/01/2022	\$	(56.00)	Posted		Tamika Bennett
DD	175442	28081	09/01/2022	\$	(56.00)	Posted		Clorissa Rivera
DD	175465	28102	09/01/2022	\$	(106.00)	Posted		Lakia Hutchinson
DD	175513	28147	09/01/2022	\$	(19.00)	Posted		Tania Montanez
DD	175470	28106	09/01/2022	\$	(52.00)	Posted		Marcilena Perez
DD	175488	28124	09/01/2022	\$	(43.00)	Posted		Olivia Camp



DD	175506	28141	09/01/2022	\$ (52.00)	Posted		Sheila K Grant
Check	175636	0	09/02/2022	\$ (20,540.69)	Posted		United Illuminating
Check	175635	0	09/02/2022	\$ (17,568.92)	Posted		United Illuminating
Check	175634	0	09/02/2022	\$ (598.86)	Posted		United Illuminating
Check	175633	0	09/02/2022	\$ (63.75)	Posted		Southern Connecticut Gas
Check	175632	0	09/02/2022	\$ (206.08)	Posted		Southern Connecticut Gas
Check	175631	0	09/02/2022	\$ (1,282.44)	Posted		Regional Water Authority
Check	175650	0	09/02/2022	\$ (18.32)	Posted		United Illuminating
Check	175646	0	09/02/2022	\$ (202.40)	Posted		Southern Connecticut Gas
Check	175647	0	09/02/2022	\$ (690.27)	Posted		Southern Connecticut Gas
Check	175648	0	09/02/2022	\$ (1,307.30)	Posted		Southern Connecticut Gas
Check	175649	0	09/02/2022	\$ (423.44)	Posted		Southern Connecticut Gas
Check	175637	0	09/02/2022	\$ (787.16)	Posted		Southern Connecticut Gas
Check	175638	0	09/02/2022	\$ (75.00)	Posted		Southern Connecticut Gas
Check	175639	0	09/02/2022	\$ (17.67)	Posted		Southern Connecticut Gas
Check	175640	0	09/02/2022	\$ (80.83)	Posted		Southern Connecticut Gas
Check	175641	0	09/02/2022	\$ (419.68)	Posted		Southern Connecticut Gas
Check	175642	0	09/02/2022	\$ (378.94)	Posted		Southern Connecticut Gas
Check	175643	0	09/02/2022	\$ (332.43)	Posted		Southern Connecticut Gas
Check	175644	0	09/02/2022	\$ (101.54)	Posted		Southern Connecticut Gas
Check	175645	0	09/02/2022	\$ (512.27)	Posted		Southern Connecticut Gas
Check	175654	0	09/02/2022	\$ (2,834.14)	Posted		Ricoh USA Inc
Check	175651	0	09/02/2022	\$ (2,500.00)	Posted		Columbus House, Inc
Check	175652	0	09/02/2022	\$ (2,500.00)	Posted		Columbus House, Inc
Check	175653	0	09/02/2022	\$ (1,165.20)	Posted		Johnson Controls Inc
DD	0	28198	09/02/2022	\$ (98.64)	Posted		Knight's Inc
Check	175656	0	09/06/2022	\$ (7,545.37)	Posted		City of New Haven
Check	175657	0	09/06/2022	\$ (69.96)	Posted		Federal Express Corp.
Check	175655	0	09/06/2022	\$ (2,885.58)	Posted		City of New Haven
Check	175660	0	09/06/2022	\$ (3,729.31)	Posted		Verizon Wireless
Check	175659	0	09/06/2022	\$ (873.60)	Posted		T-Mobile
Check	175658	0	09/06/2022	\$ (1,539.94)	Posted		Hearst Media Services Connecticut, LLC
DD	0	28200	09/06/2022	\$ (7,016.91)	Posted		Carahsoft Technology Corporation
DD	0	28199	09/06/2022	\$ (6,982.77)	Posted		Carahsoft Technology Corporation
Check	175662	0	09/07/2022	\$ (165.33)	Posted		Frontier Communications of Company
Check	175663	0	09/07/2022	\$ (30.93)	Posted		United Illuminating
Check	175661	0	09/07/2022	\$ (134.24)	Posted		Comcast Cable
Check	175666	0	09/07/2022	\$ (1,271.00)	Posted		New York State Housing Trust Fund Corporation
Check	175664	0	09/07/2022	\$ -	Posted	09/14/2022	Bristol Housing Authority
Check	175668	0	09/07/2022	\$ (755.00)	Posted		West Haven Housing Authority - Section 8 Program
Check	175667	0	09/07/2022	\$ (1,722.39)	Posted		West Haven Housing Authority - Section 8 Program
Check	175665	0	09/07/2022	\$ (1,340.43)	Posted		Housing Authority of the City of Rock Hill
Check	175669	0	09/07/2022	\$ (5,406.09)	Posted		United Illuminating
Check	175670	0	09/07/2022	\$ (20.97)	Posted		United Illuminating
Check	175671	0	09/07/2022	\$ (948.48)	Posted		Fairfield Housing Authority
Check	175673	0	09/07/2022	\$ (424.12)	Posted		Online Information Services, Inc
Check	175672	0	09/07/2022	\$ (17.52)	Posted		Online Information Services, Inc
Check	175694	0	09/08/2022	\$ (3,746.16)	Posted		United Illuminating
Check	175695	0	09/08/2022	\$ (197.00)	Posted		Yale New Haven Hospital
Check	175690	0	09/08/2022	\$ (738.75)	Posted		Southern Connecticut Gas
Check	175689	0	09/08/2022	\$ (116.26)	Posted		Southern Connecticut Gas
Check	175688	0	09/08/2022	\$ (440.54)	Posted		Southern Connecticut Gas
Check	175687	0	09/08/2022	\$ (1,035.85)	Posted		Southern Connecticut Gas
Check	175686	0	09/08/2022	\$ (221.13)	Posted		Southern Connecticut Gas
Check	175681	0	09/08/2022	\$ (5,146.13)	Posted		Housing Authority Risk Retention Group, Inc
Check	175674	0	09/08/2022	\$ (21,185.00)	Posted		Anthem Blue Cross/Blue Shield
Check	175676	0	09/08/2022	\$ (800.00)	Posted		City of New Haven
Check	175680	0	09/08/2022	\$ (304.08)	Posted		Home Depot
Check	175692	0	09/08/2022	\$ (9,530.80)	Posted		Standard Insurance Company.



Check	175675	0	09/08/2022	\$	(11,207.47)	Posted		ARAMARK Uniform & Career Apparel
Check	175679	0	09/08/2022	\$	(71.94)	Posted		Corporate Mailing Services LLC
Check	175678	0	09/08/2022	\$	(102.87)	Posted		Corporate Mailing Services LLC
Check	175677	0	09/08/2022	\$	-	Posted	09/08/2022	Corporate Mailing Services LLC
Check	175684	0	09/08/2022	\$	(800.00)	Posted		Novogradac & Company LLP
Check	175685	0	09/08/2022	\$	(336.72)	Posted		Online Information Services, Inc
Check	175691	0	09/08/2022	\$	(1,713.16)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	175693	0	09/08/2022	\$	(412.66)	Posted		Sunwealth Project Pool 14 LLC
Check	175682	0	09/08/2022	\$	(402.66)	Posted		Johnson Controls US Holdings LLC
Check	175683	0	09/08/2022	\$	(130,752.06)	Posted		McGriff Insurance Services Inc
Check	175697	0	09/08/2022	\$	(3,343.87)	Posted		Home Depot
Check	175696	0	09/08/2022	\$	(516.42)	Posted		Adrienne M Vines
Check	175698	0	09/08/2022	\$	(1,188.40)	Posted		Home Depot
Check	175699	0	09/08/2022	\$	(477.04)	Posted		Standard Insurance Company.
Check	175700	0	09/08/2022	\$	(106.07)	Posted		Home Depot
Check	175701	0	09/08/2022	\$	(600.00)	Posted		Johnson Controls US Holdings LLC
DD	0	28208	09/08/2022	\$	(16,055.10)	Posted		Solar Youth Inc.
DD	0	28203	09/08/2022	\$	(1,941.98)	Posted		CWPM, LLC
DD	0	28202	09/08/2022	\$	(2,667.75)	Posted		Cdw Government Inc
DD	0	28207	09/08/2022	\$	(420.13)	Posted		Maria Carmona
DD	0	28205	09/08/2022	\$	(5,705.77)	Posted		Housing Authority of the City of New Haven
DD	0	28206	09/08/2022	\$	(6.75)	Posted		LaToya Mills
DD	0	28204	09/08/2022	\$	(11,107.20)	Posted		EccoVia, Inc
DD	0	28201	09/08/2022	\$	(629.84)	Posted		Carahsoft Technology Corporation
DD	0	28210	09/08/2022	\$	(5,780.00)	Posted		Enviromed Services, Inc.
DD	0	28212	09/08/2022	\$	(16,521.00)	Posted		Nobe Construction Company
DD	0	28209	09/08/2022	\$	(1,666.50)	Posted		Aron Security, Inc dba Arrow Security
DD	0	28211	09/08/2022	\$	(3,157.76)	Posted		Freeman Companies, LLC
DD	0	28213	09/08/2022	\$	(1,900.00)	Posted		Home Services & More, LLC
DD	0	28214	09/08/2022	\$	(2,797.00)	Posted		Home Services & More, LLC
DD	0	28215	09/08/2022	\$	(808.30)	Posted		Housing Authority of the City of New Haven
DD	0	28216	09/08/2022	\$	(2,700.00)	Posted		Housing Development Fund, Inc.
Check	175702	0	09/09/2022	\$	(598.79)	Posted		Marilyn Dawson
DD	0	28217	09/09/2022	\$	(11,379.00)	Posted		Emphasys Computer Solutions
Check	175706	0	09/12/2022	\$	(3,349.00)	Posted		AM/PM Glass & Metal Fab., LLC
Check	175712	0	09/12/2022	\$	(3,850.00)	Posted		Frankson Fence Company
Check	175716	0	09/12/2022	\$	(219.90)	Posted		Home Depot
Check	175713	0	09/12/2022	\$	(9,894.49)	Posted		G.L. Capasso, Inc
Check	175711	0	09/12/2022	\$	(9,800.00)	Posted		Eagle Elevator Company, Inc.
Check	175718	0	09/12/2022	\$	(35.56)	Posted		Kimberly Johansen
Check	175715	0	09/12/2022	\$	(5,339.22)	Posted		HD Supply Facilities Maintenance, Ltd
Check	175705	0	09/12/2022	\$	(25.00)	Posted		Alma Keys
Check	175710	0	09/12/2022	\$	(1,538.40)	Posted		Best Western Executive Hotel
Check	175717	0	09/12/2022	\$	(25.00)	Posted		Juanita Furlow
Check	175723	0	09/12/2022	\$	(3,000.00)	Posted		State Of Connecticut
Check	175720	0	09/12/2022	\$	(94.72)	Posted		Melody Ramos
Check	175722	0	09/12/2022	\$	(200.00)	Posted		Russell Roberson
Check	175704	0	09/12/2022	\$	(200.00)	Posted		Al Mccoy Langston
Check	175707	0	09/12/2022	\$	(200.00)	Posted		Angela Dixon
Check	175719	0	09/12/2022	\$	(25.00)	Posted		Mabel L Carroll
Check	175721	0	09/12/2022	\$	(25.00)	Posted		Michael Sydney Perkins
Check	175708	0	09/12/2022	\$	(200.00)	Posted		Annette Yancey
Check	175709	0	09/12/2022	\$	(200.00)	Posted		Armando Fernandez Gonzalez
Check	175714	0	09/12/2022	\$	(200.00)	Posted		Gail Pressley
Check	175703	0	09/12/2022	\$	-	Posted	09/12/2022	Adger Glover
Check	175726	0	09/12/2022	\$	(294.85)	Posted		Comcast Cable
Check	175727	0	09/12/2022	\$	(294.85)	Posted		Comcast Cable
Check	175728	0	09/12/2022	\$	(250.12)	Posted		Comcast Cable
Check	175729	0	09/12/2022	\$	(275.00)	Posted		Home Depot



Check	175724	0	09/12/2022	\$	(450.00)	Posted		Ace Van & Storage, Inc.
Check	175725	0	09/12/2022	\$	(1,190.00)	Posted		Best Western Executive Hotel
Check	175733	0	09/12/2022	\$	(2,400.22)	Posted		Frontier Communications of Company
Check	175738	0	09/12/2022	\$	(164.99)	Posted		Torello Tire Inc.
Check	175731	0	09/12/2022	\$	(13,838.73)	Posted		Comcast Cable
Check	175735	0	09/12/2022	\$	(245.96)	Posted		Home Depot
Check	175737	0	09/12/2022	\$	(1,750.44)	Posted		Stanley Convergent Security Solutions, INC.
Check	175734	0	09/12/2022	\$	(1,946.21)	Posted		G.L. Capasso, Inc
Check	175732	0	09/12/2022	\$	(3,788.70)	Posted		F.W. Webb Company
Check	175736	0	09/12/2022	\$	(43,000.00)	Posted		Marcum LLP
Check	175730	0	09/12/2022	\$	(25.00)	Posted		Adger Glover
Check	175749	0	09/12/2022	\$	(1,980.10)	Posted		W.B. Mason Company Inc
Check	175747	0	09/12/2022	\$	(1,185.89)	Posted		Frontier Communications of Company
Check	175748	0	09/12/2022	\$	(1,280.00)	Posted		Supreme Corporation
Check	175750	0	09/12/2022	\$	(6,866.78)	Posted		Yale Termite & Pest Elimination Corp.
Check	175739	0	09/12/2022	\$	(301.12)	Posted		Comcast Cable
Check	175740	0	09/12/2022	\$	(193.35)	Posted		Comcast Cable
Check	175741	0	09/12/2022	\$	(193.35)	Posted		Comcast Cable
Check	175742	0	09/12/2022	\$	(293.35)	Posted		Comcast Cable
Check	175743	0	09/12/2022	\$	(153.35)	Posted		Comcast Cable
Check	175744	0	09/12/2022	\$	(193.35)	Posted		Comcast Cable
Check	175745	0	09/12/2022	\$	(193.35)	Posted		Comcast Cable
Check	175746	0	09/12/2022	\$	(301.12)	Posted		Comcast Cable
Check	175752	0	09/12/2022	\$	(78.00)	Posted		Karen Coleman
Check	175751	0	09/12/2022	\$	(652.85)	Posted		Autoscribe Corporation
Check	175753	0	09/12/2022	\$	(680.50)	Posted		Autoscribe Corporation
Check	175754	0	09/12/2022	\$	(200.00)	Posted		Janet Poole
Check	175759	0	09/12/2022	\$	(200.00)	Posted		Massmutual Va.
Check	175756	0	09/12/2022	\$	-	Posted	09/14/2022	Anthem Blue Cross/Blue Shield
Check	175755	0	09/12/2022	\$	-	Posted	09/14/2022	Anthem Blue Cross/Blue Shield
Check	175757	0	09/12/2022	\$	(141.64)	Posted		Corporate Mailing Services LLC
Check	175758	0	09/12/2022	\$	(459.12)	Posted		Legal Shield
Check	175760	0	09/12/2022	\$	(88.00)	Posted		United Way of Greater New Haven
Check	175761	0	09/12/2022	\$	(548.08)	Posted		Metropolitan Life Insurance Company USA
DD	0	28261	09/12/2022	\$	(200.00)	Posted		Stevie Jackson
DD	0	28226	09/12/2022	\$	(817.60)	Posted		Cohen Key Shop
DD	0	28258	09/12/2022	\$	(4,470.70)	Posted		Reitman Personnel Services, Inc.
DD	0	28219	09/12/2022	\$	(200.00)	Posted		Alberta Witherspoon
DD	0	28247	09/12/2022	\$	(200.00)	Posted		Marta Laboy
DD	0	28251	09/12/2022	\$	(200.00)	Posted		Olivia Lewis
DD	0	28231	09/12/2022	\$	(200.00)	Posted		Doris J Doward
DD	0	28218	09/12/2022	\$	(200.00)	Posted		Alberta W Golden
DD	0	28223	09/12/2022	\$	(200.00)	Posted		Brenda J Harris
DD	0	28259	09/12/2022	\$	(25.00)	Posted		Sarmarian Tremble
DD	0	28233	09/12/2022	\$	(200.00)	Posted		Giovanna Latina
DD	0	28243	09/12/2022	\$	(200.00)	Posted		Linda Cross
DD	0	28239	09/12/2022	\$	(200.00)	Posted		Judy Cosby
DD	0	28260	09/12/2022	\$	(200.00)	Posted		Shantour Jackson
DD	0	28252	09/12/2022	\$	(200.00)	Posted		Patricia Mabry
DD	0	28245	09/12/2022	\$	(200.00)	Posted		Major Banks
DD	0	28225	09/12/2022	\$	(200.00)	Posted		Christy A Pedini
DD	0	28254	09/12/2022	\$	(200.00)	Posted		Paul A Kates
DD	0	28236	09/12/2022	\$	(7,576.78)	Posted		Home Services & More, LLC
DD	0	28253	09/12/2022	\$	(200.00)	Posted		Patricia Thorpe
DD	0	28246	09/12/2022	\$	(200.00)	Posted		Maritza Baez
DD	0	28228	09/12/2022	\$	(200.00)	Posted		Deborah Hudson
DD	0	28227	09/12/2022	\$	(200.00)	Posted		David Anderson
DD	0	28224	09/12/2022	\$	(200.00)	Posted		Bruce Gatling
DD	0	28241	09/12/2022	\$	(200.00)	Posted		Lagreta Riles



DD		0	28229	09/12/2022	\$	(200.00)	Posted		Dennis Nathaniel Jenkins
DD		0	28220	09/12/2022	\$	(200.00)	Posted		Alicia M Spencer
DD		0	28230	09/12/2022	\$	(200.00)	Posted		Donna Santiago
DD		0	28262	09/12/2022	\$	(200.00)	Posted		Teresa Nela Caporale
DD		0	28238	09/12/2022	\$	(200.00)	Posted		Jonathan Stewart
DD		0	28256	09/12/2022	\$	(200.00)	Posted		Perry Lamar Gary
DD		0	28249	09/12/2022	\$	(200.00)	Posted		Miguel Avila
DD		0	28263	09/12/2022	\$	(200.00)	Posted		Willard E. Ford
DD		0	28222	09/12/2022	\$	(200.00)	Posted		Billy Ray Mathews
DD		0	28237	09/12/2022	\$	(200.00)	Posted		Jessica Wilkerson
DD		0	28255	09/12/2022	\$	(200.00)	Posted		Pedro Octavio Jimenez
DD		0	28232	09/12/2022	\$	(200.00)	Posted		Eric D Jowers
DD		0	28234	09/12/2022	\$	(200.00)	Posted		Hector A Lozada-Osorio
DD		0	28250	09/12/2022	\$	(200.00)	Posted		Noraima Avila
DD		0	28240	09/12/2022	\$	(200.00)	Posted		Kelly Nichols
DD		0	28242	09/12/2022	\$	(200.00)	Posted		Lavern Davis
DD		0	28244	09/12/2022	\$	(200.00)	Posted		Luz E Torres
DD		0	28248	09/12/2022	\$	(1,092.00)	Posted		Mechanical Heating and Air Conditioning, Inc.
DD		0	28235	09/12/2022	\$	(355.00)	Posted		Holly A Bryk
DD		0	28257	09/12/2022	\$	(200.00)	Posted		Ralph Berryman
DD		0	28221	09/12/2022	\$	(200.00)	Posted		Avis Grant
DD		0	28268	09/12/2022	\$	(862.60)	Posted		Reitman Personnel Services, Inc.
DD		0	28267	09/12/2022	\$	(21,150.00)	Posted		Nobe Construction Company
DD		0	28265	09/12/2022	\$	(915.00)	Posted		Kone Inc.
DD		0	28266	09/12/2022	\$	(1,200.00)	Posted		Moore's Yard Care
DD		0	28264	09/12/2022	\$	(200.00)	Posted		Holly A Bryk
DD		0	28272	09/12/2022	\$	(1,330.00)	Posted		La Voz Hispana Newsprint
DD		0	28271	09/12/2022	\$	(32.50)	Posted		Cohen Key Shop
DD		0	28273	09/12/2022	\$	(16,991.79)	Posted		Reitman Personnel Services, Inc.
DD		0	28270	09/12/2022	\$	(255,006.21)	Posted		Banton Construction Company
DD		0	28274	09/12/2022	\$	(6,525.00)	Posted		Rubino Enterprises LLC
DD		0	28269	09/12/2022	\$	(10,577.48)	Posted		360 Management Group. Co.
DD		0	28275	09/12/2022	\$	(1,617.30)	Posted		Cohen Key Shop
DD		0	28277	09/12/2022	\$	(102.52)	Posted		Kone Inc.
DD		0	28276	09/12/2022	\$	(6,377.88)	Posted		Home Services & More, LLC
DD		0	28278	09/12/2022	\$	(1,019.20)	Posted		Reitman Personnel Services, Inc.
DD		0	28279	09/12/2022	\$	(2,640.42)	Posted		Kronos Incorporated
Check	175770	0	09/13/2022	\$	(2,960.14)	Posted			W. B. Mason Company Inc
Check	175764	0	09/13/2022	\$	(70.20)	Posted			Federal Express Corp.
Check	175762	0	09/13/2022	\$	(755.32)	Posted			Aflac
Check	175769	0	09/13/2022	\$	(759.66)	Posted			Stanley Convergent Security Solutions, INC.
Check	175765	0	09/13/2022	\$	(6,726.87)	Posted			HD Supply Facilities Maintenance, Ltd
Check	175767	0	09/13/2022	\$	(1,427.46)	Posted			Johnson Controls Inc
Check	175763	0	09/13/2022	\$	(905.80)	Posted			Bristol Housing Authority
Check	175768	0	09/13/2022	\$	(2,600.00)	Posted			Nash Street New Haven, LLP
Check	175766	0	09/13/2022	\$	(1,047.00)	Posted			Housing Authority of the Town of Stratford
Check	175772	0	09/13/2022	\$	(6,135.00)	Posted			City of New Haven
Check	175771	0	09/13/2022	\$	(119.00)	Posted			Best Western Executive Hotel
DD		0	28280	09/13/2022	\$	(565.00)	Posted		La Voz Hispana Newsprint
DD		0	28282	09/13/2022	\$	(2,185.00)	Posted		Otis Elevator Company
DD		0	28281	09/13/2022	\$	(1,200.00)	Posted		Moore's Yard Care
DD		0	28283	09/13/2022	\$	(38,106.40)	Posted		The Computer Company Inc
DD		0	28284	09/13/2022	\$	(1,825.78)	Posted		United Mechanical Resources Inc.
Check	175784	0	09/14/2022	\$	(2,408.46)	Posted			Regional Water Authority
Check	175783	0	09/14/2022	\$	(2,313.29)	Posted			Regional Water Authority
Check	175782	0	09/14/2022	\$	(3,087.06)	Posted			Regional Water Authority
Check	175781	0	09/14/2022	\$	(2,698.21)	Posted			Regional Water Authority
Check	175780	0	09/14/2022	\$	(911.76)	Posted			Regional Water Authority
Check	175779	0	09/14/2022	\$	(2,142.96)	Posted			Regional Water Authority



Check	175778	0	09/14/2022	\$	(2,973.87)	Posted		Regional Water Authority
Check	175777	0	09/14/2022	\$	(5,911.37)	Posted		Regional Water Authority
Check	175776	0	09/14/2022	\$	(2,584.44)	Posted		Home Depot
Check	175773	0	09/14/2022	\$	(1,050.00)	Posted		Ace Van & Storage, Inc.
Check	175785	0	09/14/2022	\$	(189.66)	Posted		Stanley Convergent Security Solutions, INC.
Check	175774	0	09/14/2022	\$	(2,280.00)	Posted		Eagle Elevator Company, Inc.
Check	175775	0	09/14/2022	\$	(321.39)	Posted		F.W. Webb Company
Check	175787	0	09/14/2022	\$	-	Posted	09/14/2022	Anthem Blue Cross/Blue Shield
Check	175786	0	09/14/2022	\$	(231,896.14)	Posted		Anthem Blue Cross/Blue Shield
Check	175788	0	09/14/2022	\$	(234,569.63)	Posted		Anthem Blue Cross/Blue Shield
Check	175789	0	09/14/2022	\$	(7,500.00)	Posted		Fred V Leone
DD	0	28287	09/14/2022	\$	(88.25)	Posted		Infoshred, LLC
DD	0	28286	09/14/2022	\$	(4,475.00)	Posted		Crumbie Law Group, LLC
DD	0	28285	09/14/2022	\$	(3,410.00)	Posted		212 Exchange Street LLC
DD	0	28288	09/14/2022	\$	(29,156.25)	Posted		The Computer Company Inc
DD	0	28291	09/14/2022	\$	(4,068.66)	Posted		360 Management Group. Co.
DD	0	28290	09/14/2022	\$	(17,790.21)	Posted		360 Management Group. Co.
DD	0	28289	09/14/2022	\$	(151,799.03)	Posted		360 Management Group. Co.
Check	175791	0	09/15/2022	\$	(184.00)	Posted		Afscme Local 818
Check	175790	0	09/15/2022	\$	(8.00)	Posted		Afscme Local 818
DD	0	28293	09/15/2022	\$	-	Posted	09/15/2022	Afscme Local 713/afscme Council 4
DD	0	28292	09/15/2022	\$	-	Posted	09/15/2022	Afscme Local 713/afscme Council 4
DD	0	28294	09/15/2022	\$	(2,688.00)	Posted		Afscme Local 713/afscme Council 4
DD	0	28295	09/15/2022	\$	(48.00)	Posted		AFSCME PEOPLE Committee
Check	175792	0	09/16/2022	\$	(4,469.00)	Posted		Hands On Moving, LLC
Check	175793	0	09/16/2022	\$	(1,797.00)	Posted		Juathena Foreman
Check	175794	0	09/16/2022	\$	(300.00)	Posted		Eryka L Claudio
Check	175795	0	09/16/2022	\$	(574.50)	Posted		Mad Tents LLC
Check	175796	0	09/16/2022	\$	(20.90)	Posted		Regional Water Authority
Check	175797	0	09/16/2022	\$	(47,856.98)	Posted		United Illuminating
DD	0	28296	09/16/2022	\$	-	Posted		Juathena Foreman
DD	0	28297	09/16/2022	\$	(200.00)	Posted		Keith Davis
Check	175971	0	09/19/2022	\$	(3,964.30)	Posted		Torello Tire Inc.
Check	175970	0	09/19/2022	\$	(1,135.68)	Posted		Torello Tire Inc.
Check	175969	0	09/19/2022	\$	(1,636.18)	Posted		Regional Water Authority
Check	175968	0	09/19/2022	\$	(531.41)	Posted		Regional Water Authority
Check	175967	0	09/19/2022	\$	(715.08)	Posted		Regional Water Authority
Check	175966	0	09/19/2022	\$	(664.63)	Posted		Regional Water Authority
Check	175965	0	09/19/2022	\$	(631.03)	Posted		Regional Water Authority
Check	175964	0	09/19/2022	\$	(699.99)	Posted		Regional Water Authority
Check	175963	0	09/19/2022	\$	(1,301.24)	Posted		Regional Water Authority
Check	175962	0	09/19/2022	\$	(4,913.55)	Posted		Regional Water Authority
Check	175961	0	09/19/2022	\$	(2,408.54)	Posted		Regional Water Authority
Check	175960	0	09/19/2022	\$	(1,258.56)	Posted		Regional Water Authority
Check	175959	0	09/19/2022	\$	(2,843.41)	Posted		Regional Water Authority
Check	175958	0	09/19/2022	\$	(467.50)	Posted		Regional Water Authority
Check	175957	0	09/19/2022	\$	(906.89)	Posted		Regional Water Authority
Check	175956	0	09/19/2022	\$	(4,129.24)	Posted		Home Depot
Check	175955	0	09/19/2022	\$	(50.00)	Posted		Ace Van & Storage, Inc.
Check	175798	0	09/19/2022	\$	(139.47)	Posted		Home Depot
Check	175799	0	09/19/2022	\$	(987.68)	Posted		Home Depot
Check	175800	0	09/19/2022	\$	(1,644.04)	Posted		Home Depot
Check	175801	0	09/19/2022	\$	(6,714.22)	Posted		Home Depot
Check	175802	0	09/19/2022	\$	(873.60)	Posted		T-Mobile
Check	175798	0	09/19/2022	\$	-	Posted	09/19/2022	Ace Van & Storage, Inc.
Check	175799	0	09/19/2022	\$	-	Posted	09/19/2022	Home Depot
Check	175800	0	09/19/2022	\$	-	Posted	09/19/2022	Regional Water Authority
Check	175801	0	09/19/2022	\$	-	Posted	09/19/2022	Regional Water Authority
Check	175802	0	09/19/2022	\$	-	Posted	09/19/2022	Regional Water Authority



Check	175803	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175804	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175805	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175806	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175807	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175808	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175809	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175810	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175811	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175812	0	09/19/2022	\$ -	Posted	09/19/2022	Regional Water Authority
Check	175813	0	09/19/2022	\$ -	Posted	09/19/2022	Torello Tire Inc.
Check	175814	0	09/19/2022	\$ -	Posted	09/19/2022	Torello Tire Inc.
Check	175815	0	09/19/2022	\$ -	Posted	09/19/2022	Home Depot
Check	175816	0	09/19/2022	\$ -	Posted	09/19/2022	Home Depot
Check	175817	0	09/19/2022	\$ -	Posted	09/19/2022	Home Depot
Check	175818	0	09/19/2022	\$ -	Posted	09/19/2022	Home Depot
Check	175819	0	09/19/2022	\$ -	Posted	09/19/2022	T-Mobile
Check	175801	0	09/19/2022	\$ -	Posted	09/19/2022	Home Depot
Check	175802	0	09/19/2022	\$ -	Posted	09/19/2022	T-Mobile
Check	175972	0	09/19/2022	\$ (144,859.00)	Posted		Cirma
Check	175973	0	09/19/2022	\$ (196.85)	Posted		Corporate Mailing Services LLC
Check	175975	0	09/19/2022	\$ (30.25)	Posted		Eryka L Claudio
Check	175974	0	09/19/2022	\$ (900.00)	Posted		CT Grant Writers, LLC
Check	175978	0	09/19/2022	\$ (500.00)	Posted		Melody Ramos
Check	175977	0	09/19/2022	\$ (144.00)	Posted		Marketing 101, dba Big Prints
Check	175976	0	09/19/2022	\$ (605.00)	Posted		Gayatri Rana
Check	175803	0	09/19/2022	\$ (3,800.00)	Posted		Quadient Finance USA, INC
Check	175979	0	09/19/2022	\$ -	Posted	09/19/2022	Quadient Finance USA, INC
Check	175980	0	09/19/2022	\$ (58.00)	Posted		Torello Tire Inc.
DD	0	28300	09/19/2022	\$ (12,250.00)	Posted		Dun & Bradstreet
DD	0	28304	09/19/2022	\$ (3,306.00)	Posted		U.S. Inspection Group, INC
DD	0	28299	09/19/2022	\$ (4,595.88)	Posted		Crumbie Law Group, LLC
DD	0	28298	09/19/2022	\$ (4,660.00)	Posted		212 Exchange Street LLC
DD	0	28302	09/19/2022	\$ (480.00)	Posted		Moore's Yard Care
DD	0	28303	09/19/2022	\$ (8,666.67)	Posted		NuEnergen, LLC
DD	0	28301	09/19/2022	\$ (18,000.00)	Posted		McCarter & English, LLP
DD	0	28305	09/19/2022	\$ (6,888.10)	Posted		Solar Youth Inc.
Check	175981	0	09/20/2022	\$ (419.00)	Posted		Zoi's On Orange
Check	175982	0	09/20/2022	\$ (427.28)	Posted		Regional Water Authority
Check	175983	0	09/20/2022	\$ (900.00)	Posted		Tonisha L. Gray
Check	175991	0	09/20/2022	\$ (117.60)	Posted		Frontier Communications of Company
Check	175988	0	09/20/2022	\$ (650.00)	Posted		Conn NAHRO
Check	175989	0	09/20/2022	\$ (299.00)	Posted		Conn NAHRO
Check	175987	0	09/20/2022	\$ (438.00)	Posted		Comcast Cable
Check	175984	0	09/20/2022	\$ (200.00)	Posted		Ace Van & Storage, Inc.
Check	175985	0	09/20/2022	\$ (2,500.00)	Posted		Columbus House, Inc
Check	175986	0	09/20/2022	\$ (2,500.00)	Posted		Columbus House, Inc
Check	175990	0	09/20/2022	\$ (1,316.25)	Posted		CT Grant Writers, LLC
Check	175992	0	09/20/2022	\$ (801.21)	Posted		Frontier Communications of Company
Check	175994	0	09/20/2022	\$ (229.83)	Posted		Yale Termite & Pest Elimination Corp.
Check	175993	0	09/20/2022	\$ (2,017.49)	Posted		Home Depot
Check	175995	0	09/20/2022	\$ (1,303.88)	Posted		Frontier Communications of Company
Check	175996	0	09/20/2022	\$ (665.86)	Posted		Home Depot
Check	175997	0	09/20/2022	\$ (2,118.75)	Posted		Home Depot
Check	175998	0	09/20/2022	\$ (1,650.29)	Posted		Home Depot
Check	175999	0	09/20/2022	\$ (2,288.42)	Posted		Home Depot
Check	176000	0	09/20/2022	\$ (2,008.36)	Posted		Home Depot
Check	176001	0	09/20/2022	\$ (139.17)	Posted		Home Depot
Check	176002	0	09/20/2022	\$ (26.97)	Posted		Home Depot



Check	176003	0	09/20/2022	\$	(2,425.33)	Posted		Standard Insurance Company.
DD	0	28307	09/20/2022	\$	(1,950.00)	Posted		Enviromed Services, Inc.
DD	0	28306	09/20/2022	\$	(16,517.00)	Posted		212 Exchange Street LLC
DD	0	28308	09/20/2022	\$	(577.00)	Posted		Home Services & More, LLC
DD	0	28311	09/20/2022	\$	(2,374.40)	Posted		Reitman Personnel Services, Inc.
DD	0	28312	09/20/2022	\$	(5,550.00)	Posted		Rubino Enterprises LLC
DD	0	28309	09/20/2022	\$	(1,732.50)	Posted		Gilson Software Solutions - PHA, LLC.
DD	0	28310	09/20/2022	\$	(1,732.50)	Posted		Gilson Software Solutions - PHA, LLC.
DD	0	28313	09/20/2022	\$	(440.00)	Posted		United Mechanical Resources Inc.
DD	0	28314	09/20/2022	\$	(395.00)	Posted		Holly A Bryk
Check	176039	0	09/22/2022	\$	(3,986.65)	Posted		W. B. Mason Company Inc
Check	176019	0	09/22/2022	\$	(2,203.32)	Posted		Frontier Communications of Company
Check	176038	0	09/22/2022	\$	(336.48)	Posted		United Illuminating
Check	176037	0	09/22/2022	\$	(421.20)	Posted		United Illuminating
Check	176036	0	09/22/2022	\$	(1,869.84)	Posted		United Illuminating
Check	176035	0	09/22/2022	\$	(570.05)	Posted		United Illuminating
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Check	176033	0	09/22/2022	\$	(6,557.52)	Posted		United Illuminating
Check	176032	0	09/22/2022	\$	(5,156.27)	Posted		United Illuminating
Check	176031	0	09/22/2022	\$	(3,470.82)	Posted		United Illuminating
Check	176030	0	09/22/2022	\$	(16,943.48)	Posted		United Illuminating
Check	176029	0	09/22/2022	\$	(20.97)	Posted		United Illuminating
Check	176018	0	09/22/2022	\$	(1,405.00)	Posted		Frankson Fence Company
Check	176022	0	09/22/2022	\$	(1,120.00)	Posted		Northeast Generator
Check	176028	0	09/22/2022	\$	(3,500.00)	Posted		U.S. Bank
Check	176023	0	09/22/2022	\$	-	Posted	09/22/2022	Paychex
Check	176010	0	09/22/2022	\$	(591.35)	Posted		Comcast Cable
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Check	176007	0	09/22/2022	\$	(293.35)	Posted		Comcast Cable
Check	176006	0	09/22/2022	\$	(338.38)	Posted		Comcast Cable
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Check	176011	0	09/22/2022	\$	(199.35)	Posted		Comcast Cable
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Check	176014	0	09/22/2022	\$	(413.95)	Posted		Comcast Cable
Check	176027	0	09/22/2022	\$	(97.68)	Posted		Stanley Convergent Security Solutions, INC.
Check	176017	0	09/22/2022	\$	(6,810.28)	Posted		Eagle Elevator Company, Inc.
Check	176024	0	09/22/2022	\$	(2,577.87)	Posted		QUADIENT, INC.
Check	176020	0	09/22/2022	\$	(271.15)	Posted		Marilyn Dawson
Check	176021	0	09/22/2022	\$	(259.00)	Posted		Marilyn Dawson
Check	176026	0	09/22/2022	\$	(1,220.42)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176004	0	09/22/2022	\$	(1,284.05)	Posted		Autoscribe Corporation
Check	176025	0	09/22/2022	\$	(1,024.01)	Posted		Skyview Ridgefield LLC
Check	176016	0	09/22/2022	\$	(50.47)	Posted		De Lage Landen Financial Services, Inc
Check	176015	0	09/22/2022	\$	(275.00)	Posted		Curious Creatures of CT
DD	0	28319	09/22/2022	\$	(965.00)	Posted		La Voz Hispana Newsprint
DD	0	28315	09/22/2022	\$	(1,337.80)	Posted		Cohen Key Shop
DD	0	28317	09/22/2022	\$	(25,763.75)	Posted		Housing Authority of the City of New Haven
DD	0	28318	09/22/2022	\$	(650.37)	Posted		Housing Authority of the City of New Haven
DD	0	28316	09/22/2022	\$	(584.00)	Posted		Home Services & More, LLC
DD	0	28320	09/22/2022	\$	(720.00)	Posted		Mechanical Heating and Air Conditioning, Inc
Check	176042	0	09/23/2022	\$	(1,522.24)	Posted		Regional Water Authority
Check	176043	0	09/23/2022	\$	(5,763.99)	Posted		Regional Water Authority
Check	176044	0	09/23/2022	\$	(2,269.81)	Posted		Regional Water Authority
Check	176045	0	09/23/2022	\$	(91.33)	Posted		Regional Water Authority
Check	176046	0	09/23/2022	\$	(1,242.54)	Posted		Regional Water Authority
Check	176047	0	09/23/2022	\$	(113.11)	Posted		Regional Water Authority
Check	176048	0	09/23/2022	\$	(221.76)	Posted		Regional Water Authority



Check	176049	0	09/23/2022	\$	(6,127.79)	Posted	Regional Water Authority
Check	176050	0	09/23/2022	\$	(2,290.19)	Posted	Regional Water Authority
Check	176051	0	09/23/2022	\$	(1,224.92)	Posted	Regional Water Authority
Check	176041	0	09/23/2022	\$	(1,300.00)	Posted	Conn NAHRO
Check	176040	0	09/23/2022	\$	(50.00)	Posted	Bert Person
Check	176052	0	09/23/2022	\$	(750.00)	Posted	Shanita Bookert
Check	176061	0	09/27/2022	\$	(114.16)	Posted	W.B. Mason Company Inc
Check	176062	0	09/27/2022	\$	(4,787.86)	Posted	Yale Termite & Pest Elimination Corp.
Check	176060	0	09/27/2022	\$	(451.52)	Posted	State Of Connecticut
Check	176058	0	09/27/2022	\$	(697.03)	Posted	Home Depot
Check	176055	0	09/27/2022	\$	(36.70)	Posted	Federal Express Corp.
Check	176053	0	09/27/2022	\$	(27,238.91)	Posted	City of New Haven
Check	176059	0	09/27/2022	\$	(43,860.32)	Posted	J.A. Rosa Construction LLC
Check	176057	0	09/27/2022	\$	(168.68)	Posted	HD Supply Facilities Maintenance, Ltd
Check	176054	0	09/27/2022	\$	(28,840.86)	Posted	Elm City Carpentry
Check	176056	0	09/27/2022	\$	(1,110.00)	Posted	Hands On Moving, LLC
Check	176063	0	09/27/2022	\$	(20,829.23)	Posted	Home Depot
Check	176065	0	09/27/2022	\$	(2,714.01)	Posted	Yale Termite & Pest Elimination Corp.
Check	176064	0	09/27/2022	\$	(723.20)	Posted	Home Depot
Check	176066	0	09/27/2022	\$	(1,956.54)	Posted	Home Depot
Check	176067	0	09/27/2022	\$	(2,878.06)	Posted	Home Depot
Check	176068	0	09/27/2022	\$	(2,332.63)	Posted	Home Depot
Check	176069	0	09/27/2022	\$	(3,515.56)	Posted	Home Depot
Check	176070	0	09/27/2022	\$	(1,629.56)	Posted	Home Depot
Check	176071	0	09/27/2022	\$	(3,670.75)	Posted	Home Depot
Check	176072	0	09/27/2022	\$	(487.86)	Posted	Home Depot
Check	176073	0	09/27/2022	\$	(1,908.10)	Posted	Home Depot
Check	176074	0	09/27/2022	\$	(1,829.29)	Posted	Home Depot
Check	176075	0	09/27/2022	\$	(264.71)	Posted	Home Depot
Check	176076	0	09/27/2022	\$	(35,836.48)	Posted	Oxford Health Plans, LLC
Check	176077	0	09/27/2022	\$	(1,220.40)	Posted	Spark HoldCo, LLC dba Spark Energy Gas, LLC
DD	0	28324	09/27/2022	\$	(2,359.17)	Posted	Reitman Personnel Services, Inc.
DD	0	28321	09/27/2022	\$	(14,086.91)	Posted	Christopher Williams Architects, LLC
DD	0	28323	09/27/2022	\$	(221,440.00)	Posted	Patterson & Associate Consulting, LLC
DD	0	28322	09/27/2022	\$	(8,333.33)	Posted	Kelly Group Consultants LLC
DD	0	28325	09/27/2022	\$	(59,041.98)	Posted	360 Management Group. Co.
Check	176182	0	09/28/2022	\$	(398.08)	Posted	John P Rafferty
Check	176190	0	09/28/2022	\$	(200.00)	Posted	Iris M. Rodriguez
Check	176189	0	09/28/2022	\$	(182.00)	Posted	Iris M. Rodriguez
Check	176211	0	09/28/2022	\$	(150.42)	Posted	United Illuminating
Check	176210	0	09/28/2022	\$	(36.37)	Posted	United Illuminating
Check	176209	0	09/28/2022	\$	(612.17)	Posted	United Illuminating
Check	176208	0	09/28/2022	\$	(598.25)	Posted	United Illuminating
Check	176207	0	09/28/2022	\$	(684.97)	Posted	United Illuminating
Check	176206	0	09/28/2022	\$	(209.96)	Posted	United Illuminating
Check	176205	0	09/28/2022	\$	(691.37)	Posted	United Illuminating
Check	176204	0	09/28/2022	\$	(748.75)	Posted	United Illuminating
Check	176199	0	09/28/2022	\$	(3,055.46)	Posted	Regional Water Authority
Check	176198	0	09/28/2022	\$	(3,677.00)	Posted	Regional Water Authority
Check	176197	0	09/28/2022	\$	(2,052.09)	Posted	Regional Water Authority
Check	176212	0	09/28/2022	\$	(1,389.74)	Posted	Yale Termite & Pest Elimination Corp.
Check	176184	0	09/28/2022	\$	(650.00)	Posted	Conn NAHRO
Check	176202	0	09/28/2022	\$	(9,520.25)	Posted	Standard Insurance Company.
Check	176186	0	09/28/2022	\$	(55.30)	Posted	Corporate Mailing Services LLC
Check	176185	0	09/28/2022	\$	(106.45)	Posted	Corporate Mailing Services LLC
Check	176188	0	09/28/2022	\$	(902.46)	Posted	HD Supply Facilities Maintenance, Ltd
Check	176187	0	09/28/2022	\$	(8.50)	Posted	Eryka L. Claudio
Check	176183	0	09/28/2022	\$	(5,000.00)	Posted	Columbus House, Inc
Check	176203	0	09/28/2022	\$	(3,000.00)	Posted	State Of Connecticut



Check	176201	0	09/28/2022	\$	(260.76)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176196	0	09/28/2022	\$	(2,514.40)	Posted		Print Fly Corporation
Check	176191	0	09/28/2022	\$	(353.06)	Posted		Johnson Controls US Holdings LLC
Check	176192	0	09/28/2022	\$	(3,000.00)	Posted		Laz Parking
Check	176193	0	09/28/2022	\$	(4,062.15)	Posted		Laz Parking
Check	176194	0	09/28/2022	\$	(3,911.70)	Posted		Laz Parking
Check	176195	0	09/28/2022	\$	(4,062.15)	Posted		Laz Parking
Check	176200	0	09/28/2022	\$	(1,185.00)	Posted		SI Ultimate OpCo Holding Corporation
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Check	176220	0	09/28/2022	\$	(1,725.80)	Posted		United Illuminating
Check	176221	0	09/28/2022	\$	(1,812.27)	Posted		United Illuminating
Check	176222	0	09/28/2022	\$	(1,131.30)	Posted		United Illuminating
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Check	176224	0	09/28/2022	\$	(995.95)	Posted		United Illuminating
Check	176225	0	09/28/2022	\$	(689.13)	Posted		United Illuminating
Check	176226	0	09/28/2022	\$	(1,232.62)	Posted		United Illuminating
Check	176227	0	09/28/2022	\$	(1,232.51)	Posted		United Illuminating
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Check	176231	0	09/28/2022	\$	(1,543.44)	Posted		United Illuminating
Check	176232	0	09/28/2022	\$	(1,093.70)	Posted		United Illuminating
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Check	176234	0	09/28/2022	\$	(3,604.86)	Posted		United Illuminating
Check	176235	0	09/28/2022	\$	(578.20)	Posted		United Illuminating
Check	176218	0	09/28/2022	\$	(85.00)	Posted		Supreme Corporation
Check	176237	0	09/28/2022	\$	-	Posted	09/29/2022	Yale Termite & Pest Elimination Corp.
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Check	176236	0	09/28/2022	\$	(1,385.93)	Posted		Verizon Wireless
Check	176217	0	09/28/2022	\$	(242.53)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176216	0	09/28/2022	\$	(1,651.00)	Posted		New Haven Parking Authority
Check	176214	0	09/28/2022	\$	(150.00)	Posted		Johnson Controls US Holdings LLC
Check	176215	0	09/28/2022	\$	(360.00)	Posted		New Haven Parking Authority
Check	176277	0	09/28/2022	\$	(850.86)	Posted		Water Pollution Control
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Check	176255	0	09/28/2022	\$	(864.23)	Posted		United Illuminating
Check	176256	0	09/28/2022	\$	(1,806.73)	Posted		United Illuminating
Check	176257	0	09/28/2022	\$	(2,291.90)	Posted		United Illuminating
Check	176258	0	09/28/2022	\$	(1,928.06)	Posted		United Illuminating
Check	176259	0	09/28/2022	\$	(5,482.50)	Posted		United Illuminating
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Check	176261	0	09/28/2022	\$	(106.98)	Posted		United Illuminating
Check	176262	0	09/28/2022	\$	(450.34)	Posted		United Illuminating
Check	176263	0	09/28/2022	\$	(2,170.43)	Posted		United Illuminating
Check	176264	0	09/28/2022	\$	(16.98)	Posted		United Illuminating
Check	176265	0	09/28/2022	\$	(409.86)	Posted		United Illuminating
Check	176266	0	09/28/2022	\$	(36.01)	Posted		United Illuminating
Check	176267	0	09/28/2022	\$	(697.44)	Posted		United Illuminating
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Check	176272	0	09/28/2022	\$	(154.53)	Posted		United Illuminating
Check	176273	0	09/28/2022	\$	(80.45)	Posted		United Illuminating
Check	176274	0	09/28/2022	\$	(130.32)	Posted		United Illuminating
Check	176275	0	09/28/2022	\$	(13.43)	Posted		United Illuminating



Check	176251	0	09/28/2022	\$	(25.84)	Posted		Southern Connecticut Gas
Check	176252	0	09/28/2022	\$	(750.65)	Posted		Southern Connecticut Gas
Check	176253	0	09/28/2022	\$	(86.32)	Posted		Southern Connecticut Gas
Check	176254	0	09/28/2022	\$	(164.12)	Posted		Southern Connecticut Gas
Check	176247	0	09/28/2022	\$	(183.01)	Posted		Regional Water Authority
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Check	176281	0	09/28/2022	\$	-	Posted	09/29/2022	Yale Termite & Pest Elimination Corp.
Check	176240	0	09/28/2022	\$	(1,932.82)	Posted		Comcast Cable
Check	176244	0	09/28/2022	\$	(3,480.16)	Posted		Home Depot
Check	176276	0	09/28/2022	\$	(2,107.29)	Posted		Verizon Wireless
Check	176243	0	09/28/2022	\$	(112.54)	Posted		HD Supply Facilities Maintenance, Ltd
Check	176238	0	09/28/2022	\$	(98.35)	Posted		Answer Plus Communications
Check	176239	0	09/28/2022	\$	(635.14)	Posted		Canon Solutions America Inc.
Check	176249	0	09/28/2022	\$	(89.52)	Posted		Ringcentral, Inc
Check	176250	0	09/28/2022	\$	(89.52)	Posted		Ringcentral, Inc
Check	176246	0	09/28/2022	\$	(204.16)	Posted		Online Information Services, Inc
Check	176241	0	09/28/2022	\$	(1,477.84)	Posted		ECC Group I RAD, LLC
Check	176245	0	09/28/2022	\$	(22,137.63)	Posted		Johnson Controls US Holdings LLC
Check	176333	0	09/28/2022	\$	(2,075.27)	Posted		Water Pollution Control
Check	176334	0	09/28/2022	\$	(2,623.54)	Posted		Water Pollution Control
Check	176335	0	09/28/2022	\$	(435.49)	Posted		Water Pollution Control
Check	176336	0	09/28/2022	\$	(8,845.65)	Posted		Water Pollution Control
Check	176337	0	09/28/2022	\$	(9,464.34)	Posted		Water Pollution Control
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Check	176340	0	09/28/2022	\$	(2,231.20)	Posted		Water Pollution Control
Check	176314	0	09/28/2022	\$	(36.45)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176315	0	09/28/2022	\$	(2.80)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176316	0	09/28/2022	\$	(314.02)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176317	0	09/28/2022	\$	(50.47)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176318	0	09/28/2022	\$	(22.43)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176319	0	09/28/2022	\$	(2,544.51)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176320	0	09/28/2022	\$	(1,692.13)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176321	0	09/28/2022	\$	(700.99)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176322	0	09/28/2022	\$	(564.97)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176323	0	09/28/2022	\$	(360.29)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176324	0	09/28/2022	\$	(63.09)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176325	0	09/28/2022	\$	(591.64)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176326	0	09/28/2022	\$	(270.57)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176327	0	09/28/2022	\$	(419.18)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176328	0	09/28/2022	\$	(957.51)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176329	0	09/28/2022	\$	(541.13)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176330	0	09/28/2022	\$	(1,467.82)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176331	0	09/28/2022	\$	(2,049.62)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176332	0	09/28/2022	\$	(1,836.54)	Posted		Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176282	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176283	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176284	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176285	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176286	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176287	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176288	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176289	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176290	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176291	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176292	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176293	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176294	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176295	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC



Check	176296	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176297	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176298	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176299	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176300	0	09/28/2022	\$	-	Posted	09/29/2022	Spark HoldCo, LLC dba Spark Energy Gas, LLC
Check	176301	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176302	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176303	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176304	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176305	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176306	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176307	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
Check	176308	0	09/28/2022	\$	-	Posted	09/29/2022	Water Pollution Control
DD	0	28426	09/28/2022	\$	(845.60)	Posted		Reitman Personnel Services, Inc.
DD	0	28422	09/28/2022	\$	(17,126.85)	Posted		CWPM, LLC
DD	0	28425	09/28/2022	\$	(2,617.44)	Posted		Kronos Incorporated
DD	0	28424	09/28/2022	\$	(184.00)	Posted		Housing Authority of the City of New Haven
DD	0	28423	09/28/2022	\$	(1,611.00)	Posted		Home Services & More, LLC
DD	0	28427	09/28/2022	\$	(1,690.00)	Posted		United Mechanical Resources Inc.
DD	0	28428	09/28/2022	\$	(2,844.00)	Posted		Cohen Key Shop
DD	0	28429	09/28/2022	\$	(18,854.16)	Posted		CWPM, LLC
DD	0	28431	09/28/2022	\$	(305.00)	Posted		Kone Inc.
DD	0	28430	09/28/2022	\$	(208.00)	Posted		Eagle Leasing Company
DD	0	28432	09/28/2022	\$	(2,905.00)	Posted		Berchem Moses PC
DD	0	28434	09/28/2022	\$	(36.00)	Posted		Cohen Key Shop
DD	0	28438	09/28/2022	\$	(4,271.41)	Posted		Reitman Personnel Services, Inc.
DD	0	28435	09/28/2022	\$	(2,385.56)	Posted		CWPM, LLC
DD	0	28437	09/28/2022	\$	(1,252.00)	Posted		Home Services & More, LLC
DD	0	28439	09/28/2022	\$	(10,200.00)	Posted		Rubino Enterprises LLC
DD	0	28433	09/28/2022	\$	(10.00)	Posted		Carahsoft Technology Corporation
DD	0	28436	09/28/2022	\$	(2,497.04)	Posted		ECC Group II RAD, LLC
DD	0	28440	09/28/2022	\$	(440.00)	Posted		United Mechanical Resources Inc.
Check	176342	0	09/29/2022	\$	(3,119.92)	Posted		Verizon Wireless
Check	176343	0	09/29/2022	\$	(3,763.24)	Posted		Verizon Wireless
Check	176341	0	09/29/2022	\$	(1,280.00)	Posted		Mobility Works, Inc
Check	176355	0	09/29/2022	\$	(782.78)	Posted		United Illuminating
Check	176354	0	09/29/2022	\$	(1,807.32)	Posted		United Illuminating
Check	176353	0	09/29/2022	\$	(24.30)	Posted		United Illuminating
Check	176352	0	09/29/2022	\$	(1,221.42)	Posted		United Illuminating
Check	176351	0	09/29/2022	\$	(1,281.43)	Posted		United Illuminating
Check	176350	0	09/29/2022	\$	(718.66)	Posted		United Illuminating
Check	176349	0	09/29/2022	\$	(900.72)	Posted		United Illuminating
Check	176348	0	09/29/2022	\$	(2,973.44)	Posted		United Illuminating
Check	176347	0	09/29/2022	\$	(1,205.03)	Posted		United Illuminating
Check	176346	0	09/29/2022	\$	(3,111.93)	Posted		United Illuminating
Check	176345	0	09/29/2022	\$	(4,375.44)	Posted		United Illuminating
Check	176356	0	09/29/2022	\$	(694.38)	Posted		Yale Termite & Pest Elimination Corp.
Check	176344	0	09/29/2022	\$	(600.00)	Posted		Johnson Controls US Holdings LLC
Check	176357	0	09/29/2022	\$	(168.22)	Posted		Yale Termite & Pest Elimination Corp.
Check	176358	0	09/29/2022	\$	(2,174.34)	Posted		Yale Termite & Pest Elimination Corp.
Check	176359	0	09/29/2022	\$	(3,046.29)	Posted		Yale Termite & Pest Elimination Corp.
Check	176360	0	09/29/2022	\$	(14,117.36)	Posted		Colonial Life & Accident Insurance
Check	176361	0	09/29/2022	\$	(1,060.00)	Posted		On Track Karting, Inc
Check	176362	0	09/29/2022	\$	(1,477.84)	Posted		ECC Group I RAD, LLC
Check	176363	0	09/29/2022	\$	(2,721.61)	Posted		Yale Termite & Pest Elimination Corp.
Check	176364	0	09/29/2022	\$	(6,321.87)	Posted		Fuss & O'Neill, Inc.
Check	176367	0	09/29/2022	\$	(1,269.54)	Posted		United Illuminating
Check	176365	0	09/29/2022	\$	(17,646.70)	Posted		Colonial Life & Accident Insurance
Check	176366	0	09/29/2022	\$	(421.80)	Posted		QUADIENT, INC.



Check	176369	0	09/29/2022	\$	(8,097.44)	Posted		Southern Connecticut Gas
Check	176368	0	09/29/2022	\$	(1,720.21)	Posted		Chamberlain Court Condominium Association, Inc.
Check	176371	0	09/29/2022	\$	(465.84)	Posted		Hamden Housing Authority
Check	176372	0	09/29/2022	\$	(1,153.84)	Posted		Hamden Housing Authority
Check	176370	0	09/29/2022	\$	(63.02)	Posted		Derby Housing Authority
Check	176373	0	09/29/2022	\$	(59.39)	Posted		Housing Authority of the Town of Enfield
DD	0	28441	09/29/2022	\$	(5,775.00)	Posted		Rubino Enterprises LLC
DD	0	28442	09/29/2022	\$	(2,497.04)	Posted		ECC Group II RAD, LLC
DD	0	28443	09/29/2022	\$	(38,471.02)	Posted		Freeman Companies, LLC
DD	0	28445	09/29/2022	\$	(2,265.00)	Posted		Enviromed Services, Inc.
DD	0	28447	09/29/2022	\$	(500.00)	Posted		Silver, Petrucelli & Associates, Inc.
DD	0	28444	09/29/2022	\$	(46,666.00)	Posted		Christopher Williams Architects, LLC
DD	0	28446	09/29/2022	\$	(2,900.00)	Posted		Lothrop Associates, LLP
Check	176374	0	09/30/2022	\$	(2,376.58)	Posted		Home Depot
Check	176375	0	09/30/2022	\$	(2,727.30)	Posted		Home Depot
Check	176376	0	09/30/2022	\$	(1,560.18)	Posted		Home Depot
Check	176377	0	09/30/2022	\$	(791.44)	Posted		Home Depot

**Total payments issued      \$(3,081,763.34)**



## **President's Report**

To: ECC/HANH Board of Commissioners

From: Karen DuBois-Walton, Ph.D., President

Date: October 18<sup>th</sup>, 2022

### **RE: President's October 2022 Report**

#### **I. Administrative**

October Board of Commissioner's meeting represents the agency's Annual Board Meeting and a good opportunity to recap the accomplishments of the prior fiscal year. As we continue to navigate the new ways of being that the pandemic introduced, we approach the new year with a spirit of resolve and look back with a recognition that despite it all, we remained focused on what matters most. Thank you to all who supported us this past year in serving our residents.

In the past month we were pleased to be awarded additional funding to address capital improvements and security needs in our LIPH properties. Additionally, HUD allocated additional Housing Choice Voucher appropriation as part of the Fair Share Allocation. These will be used in coordination with the NH CAN (Alliance) similar to the Emergency Housing Vouchers previously received as part of the COVID recovery resources.

Last month I participated in the CLPHA Board meeting in San Diego and the Up for Growth convening in Washington DC.

We are pleased to announce that based upon an application submitted by ECC/HANH, the city of New Haven was selected to participate in the NYU Furman Center Housing Solutions Lab. A New Haven delegation representing the Mayor's Office, City Plan and LCI, ECC/HANH and the NH CAN is joined by teams from 5 other cities in a 6-week technical assistance virtual convening designed to build a solid local housing strategy.

#### **Time Extension Granted per Resolution #02-25/10-R**

Contract extension with The Frankson Fence off State of Ct. contract # 19SX0136 set to expire in June 23, 2023 for fencing services from October 31, 2022 to June 23, 2023.  
(PO# 21459-13283)

Contract extension with Stanton Equipment Sales & Repair off State of Ct. contract # 18PSX0297 set to expire in June 23, 2023 grounds equipment repair from April 29, 2022 to June 23, 2023.  
(PO# 21183-13128)

Contract extension with AM PM Door & Installation for door repair services from November 6, 2022 to December 31, 2022 in order to re-procure services PO # 51154-13106 .

Contract extension with City of New Haven False Alarm Reduction for alarm services from October 31, 2022 to April 1, 2023 (PO# 20463- 126618).



Contract extension with G.L. Capasso Roofing, Inc for roof repair services from October 28, 2022 to November 28<sup>th</sup>, 2022 in order to re-procure services( PO #22068-13641) .

- Contract extension with Northeast Electrical Distributors off State of Ct. contract # 19SX0239 set to expire on December 31, 2024, for electrical supplies from October 31, 2022, to September 30, 2023. (PO# 21459-13283)
- Contract extension with TYO Integrated Security Services off State of Ct. contract # 19SX0002 set to expire on December 31, 2023, for CCTV & Burglar Alarm Services from October 30, 2022, to September 30, 2023. (PO# 20424-12633)
- Contract extension with Consolidated Electric, LLC for electrical upgrade for St. Anthony I & II CCTV system from April 30, 2022, to December 31, 2022 due to supply chain issues. (PO# 22275-13738)
- **Requesting a 1-month extension to the contract with Anthem BCBS for the Dental/Vision coverage for employees ending on October 31, 2022 in the amount of \$13,000 for total contract not to exceed \$323,265.60.**

## II. Finance

### August 2022 YTD Financials

The financial report covers eleven months (October 1 through August 31) of data. Total Revenues are \$105,529,655 and Total Expenses are \$84,206,344 (including depreciation expense of \$1,872,153). The excess of revenue over expenses is reduced by \$(5,682,642) capitalized expenditures/notes activity and \$(7,466,921) reserve for Interest Income recognized on Notes Receivable resulting from development projects. Depreciation expense add-back is \$1,872,153. The HANH Net Surplus of \$10,045,900 was as follows:

#### MTW Programs

##### ➤ Low Income Public Housing

Net surplus is \$2,267,443 versus a budget net surplus of \$603,976 for an overall favorable variance of \$1,663,466

##### ➤ Section 8 Housing Choice Voucher

Net surplus is \$3,118,708 versus a budget deficit of \$(1,226,253). The favorable variance is \$4,344,961.

#### Non-MTW Programs

##### ➤ Business Activities showed deficit of \$(1,022,025) compared with a budgeted deficit of \$(1,141,325), resulting in a favorable variance of \$119,300.

##### ➤ Central Office Cost Center shows a net surplus of \$5,681,775 compared to a budgeted surplus of \$1,763,603 resulting in a favorable variance of \$3,918,172.



August 2022												
	MTW Budget	MTW Actual	Variance	NON-MTW Budget	NON-MTW Actual	Variance	ELIMS Budget	ELIMS Actual	Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	1,182,325	1,839,784	657,459	-	12,438	12,438	-	-	-	1,182,325	1,852,222	669,897
70600 HUD REVENUE	96,675,166	93,723,337	(2,951,829)	201,622	260,756	59,134	-	-	-	96,876,787	93,984,093	(2,892,694)
70000 OTHER REVENUE	53,443	1,347,650	1,294,207	17,549,443	17,919,076	369,633	(8,559,729)	(9,573,387)	1,013,658	9,043,157	9,693,340	650,183
<b>70000 TOTAL REVENUE</b>	<b>97,910,933</b>	<b>96,910,771</b>	<b>(1,000,162)</b>	<b>17,751,065</b>	<b>18,192,270</b>	<b>441,205</b>	<b>(8,559,729)</b>	<b>(9,573,387)</b>	<b>1,013,658</b>	<b>107,102,269</b>	<b>105,529,655</b>	<b>(1,572,615)</b>
91000 OPERATING ADMINISTRATIVE	13,191,005	12,729,915	461,089	6,859,563	5,970,812	888,751	(8,559,729)	(9,573,387)	1,013,658	11,490,839	9,127,341	2,363,498
92500 TENANTS SERVICES	231,458	114,794	116,664	2,109,170	2,006,426	102,744	-	-	-	2,340,629	2,121,220	219,408
93000 UTILITIES	1,558,180	2,157,604	(599,424)	365,318	327,833	37,485	-	-	-	1,923,499	2,485,437	(561,938)
94000 MAINTENANCE	2,690,199	4,548,825	(1,858,626)	542,746	435,032	107,715	-	-	-	3,232,946	4,983,857	(1,750,911)
95000 PROTECTIVE SERVICES	134,755	131,092	3,663	23,301	23,323	(22)	-	-	-	158,055	154,415	3,640
96000 GENERAL EXPENSE	-	-	-	259,504	282,095	(22,591)	-	-	-	259,504	282,095	(22,591)
96100 INSURANCE PREMIUMS	607,361	847,291	(239,931)	3,515	668	2,847	-	-	-	610,876	847,959	(237,083)
96200 OTHER	1,704,040	1,574,994	129,046	-	-	-	-	-	-	1,704,040	1,574,994	129,046
96800 SEVERANCE EXPENSE	-	-	-	-	1,250	(1,250)	-	-	-	-	1,250	(1,250)
<b>96900 TOTAL OPERATING EXPENSES</b>	<b>20,116,998</b>	<b>22,104,515</b>	<b>(1,987,517)</b>	<b>10,163,118</b>	<b>9,047,439</b>	<b>1,115,679</b>	<b>(8,559,729)</b>	<b>(9,573,387)</b>	<b>1,013,658</b>	<b>21,720,387</b>	<b>21,578,568</b>	<b>141,819</b>
97100 EXTRAORDINARY MAINTENANCE	106,046	49,680	56,366	13,173	14,828	(1,654)	-	-	-	119,219	64,508	54,711
97200 CASUALTY LOSSES - NON CAPITALIZED	-	57,246	(57,246)	-	-	-	-	-	-	-	57,246	(57,246)
97300 HAP EXPENSE	69,678,954	60,633,869	9,045,085	275,000	-	275,000	-	-	-	69,953,954	60,633,869	9,320,085
97400 DEPRECIATION EXPENSE	3,131,242	1,586,714	1,544,527	339,574	285,439	54,135	-	-	-	3,470,815	1,872,153	1,598,662
<b>90000 OTHER EXPENSES</b>	<b>72,916,241</b>	<b>62,327,509</b>	<b>10,588,732</b>	<b>627,747</b>	<b>300,267</b>	<b>327,481</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>73,543,988</b>	<b>62,627,776</b>	<b>10,916,212</b>
<b>TOTAL EXPENSES</b>	<b>93,033,239</b>	<b>84,432,025</b>	<b>8,601,214</b>	<b>10,790,865</b>	<b>9,347,706</b>	<b>1,443,159</b>	<b>(8,559,729)</b>	<b>(9,573,387)</b>	<b>1,013,658</b>	<b>95,264,376</b>	<b>84,206,344</b>	<b>11,058,032</b>
RAD/DEV - MTW Fund Expenditures	(2,520,833)	(3,907,629)	1,386,796	(6,110,379)	(1,775,013)	(4,335,366)				(8,631,212)	(5,682,642)	(2,948,570)
Investment in the financing of affordable housing Dev		-	-	-	-	-				-	-	-
Reserve for interest on N/R		-	-	(6,677,496)	(7,466,921)	789,426				(6,677,496)	(7,466,921)	789,426
10010 Operating Transfer In	2,024,931	1,191,929	833,002	6,110,379	4,771,681	1,338,698	-	-	-	8,135,310	5,963,610	2,171,700
10020 Operating Transfer Out	(8,135,310)	(5,963,610)	(2,171,700)	-	-	-				(8,135,310)	(5,963,610)	(2,171,700)
<b>10000 EXCESS OF REVENUE OVER (UNDER) EXPENS</b>	<b>(3,753,518)</b>	<b>3,799,436</b>	<b>(7,552,955)</b>	<b>282,704</b>	<b>4,374,311</b>	<b>(4,091,607)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(3,470,815)</b>	<b>8,173,747</b>	<b>(11,644,562)</b>
ADJ FOR DEPREICATION EXPENSE	3,131,242	1,586,714	1,544,527	339,574	285,439	54,135	-	-	-	3,470,815	1,872,153	1,598,662
<b>350 SURPLUS / (DEFICIT)</b>	<b>(622,277)</b>	<b>5,386,150</b>	<b>(6,008,427)</b>	<b>622,277</b>	<b>4,659,750</b>	<b>(4,037,472)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>10,045,900</b>	<b>(10,045,899)</b>



### III. Operations

#### A. Vacancy Rate

HANH's current occupancy rate for the month for September 2022 is 89%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

#### B. Rent Collection

**Rent Collection** – HANH's rent collection for the year to date ending the month of September 2022 is 59%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half, however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

##### Total Collected

	CY 2021	CY 2022	Variance
January	75.69%	65.57%	-10.12
February	76.19%	65.59%	-10.6
March	80.67%	63.10%	-17.57
April	83.27%	53.41%	-29.86%
May	82.07%	67.34%	-14.73%
June	73.96%	60.22%	-13.74%
July	75.22%	59.09%	-16.13%
August	68.87%	58.41%	-10.46%
September	72.80%	59.0%	-13.8%
October	71.75%		
November	70.47%		
December	62.56%		
Average	78.07%	61.30%	



#### **IV. Community and Economic Development (CED) Monthly Report**

##### **CARES Program Highlights**

CARES program had 3 residents graduate into market rate rent and received the following REEF Disbursements—

- SH a total of \$17,260.80
- CO a total of \$17,260.80
- TS a total of \$12,802.97

##### **FSS Resident Highlights:**

FSS Program saw 2 residents successfully complete the program -

- **KS** graduated FSS program having achieved economic self-sufficiency via self-employment and will receive an escrow disbursement in the amount of \$32,85. Will be pursuing homeownership.
- **YC graduated FSS program having achieved economic self-sufficiency** via self-employment and will receive an escrow disbursement in the amount of \$30,950. Will be pursuing homeownership.
- **KA** has been given the green light to work with a mortgage lender. She has managed to secure a full-time job since October 2021 as an LPN earning \$50,435. She has saved a total of \$5,491 and has a FICO credit score of 755.
- **LM** has received a disbursement from the SEHOP capital improvement funds account for the amount of \$9,827 to fix her furnace.

##### **ECC Believes Program Highlights**

**Youth programming launching this September/October –**

- Teacher in Residence at McConaughy
- Academic Tutoring at Wintergreen Magnet and Common Ground Schools
- LIVEGIRL Confidence Clubs at 295 Wilmot Road
- Youth Programs at West Rock and Eastview Terrace
- Bridges of Hope at St. Anthony 1 and 2
- Youth Without Limits at Eastview Terrace
- Solar Youth Programming at West Rock

#### **V.Planning and Modernization**

##### **HAI Loss Prevention Grants:**

P&M applied for funding 5/31/2022, from HAI, our insurance company, for two reimbursement grants, Fire Loss Prevention, \$78,680, for installation of Fire Suppression Cannisters at each stovetop in our LIPH portfolio, and Storm Damage Prevention, \$770,760, for Tree and Shrub management and removal. Grant awards will be announced this Fall, 2022. This is a cooperative venture with the Planning and Modernization, Finance, and Operations Departments. Work has begun on both projects, each reducing ECC liability risk and making our communities safer.

##### **HUD Emergency Safety and Security Grant:**



P&M is also applying to HUD for funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant would enable our high-rise Elderly and Disabled communities to have the extra layer of security necessary to exclude the influx of an uninvited element. The maximum award per HA annually is \$250,000. Application was submitted June 15, 2022.

### ***Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020***

#### **HUD Housing Related Hazards 2020**

- P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold is being addressed in conjunction with Lead abatement projects as well as separately. Inspections for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun. A 3<sup>rd</sup> Quarterly benchmark report has been sent to the HUD Washington and our Regional offices.

#### **ECC Lead-Based Paint Capital Fund Projects**

**HUD Lead Grant 2017**--ECC applied for and awarded **\$986,260** in Sept 5, 2018:

HUD national office understood the need was greater and put out an additional NOFA.

**HUD Lead Grant 2020**--ECC applied and was awarded an additional **\$3,700,000**, in May 2021.

#### **What we have completed to date:**

- Obligated all **\$986,260**, 2017 LBP Grant funding by 9/6/2022 deadline.
- Tested all (299) LIPH family property units at risk for Lead Based Paint (Built before 1978).
- Units testing positive for lead were organized by priority in order of importance to address-- Amalgamated Prioritization Chart. Highest priority, units with children under the age of 6 years and actionable levels of lead.
- We are addressing units even if there are no children, now, as these could be rented in the future to a family with young children.
- ECC met with State of Connecticut and HUD Washington Lead Teams to align goals and verify plan of action.
- **Immediate action--Completed:**
  - Trained in-house staff to perform Interim Controls and to Follow Lead Safe Renovating practices
  - **Interim Controls:** Targeted highest priority units, temporarily removing lead dust while design and solicitation process was in progress
    - Highest priority Scattered site properties (**10 houses-17 units**)
    - McConaughy Terrace exterior source of lead dust--our largest Family development (**201 units**).
  - Removed Lead painted doors and friction components at McConaughy Terrace...no lead painted doors left at McConaughy Terrace (**201 units**).
- **Design, Abatement and Construction Complete** for Lead Abatement in the following properties:
  - 10 houses (**17 units lead safe**) in our Scattered Sites West Portfolio. Lead, encapsulated, including replacement of peeling porch components and encapsulation of some siding. These came first as they were highest on our Amalgamated Prioritization Chart.



- Essex Townhouses (**35 units lead safe**) ...all known lead components have been removed from 32 units, not just encapsulated. Of the remaining 3 units, all have encapsulated lead, some to be removed in the new Essex Envelope Scope of work, in the process of window replacement.
- McConaughy (201 units moved to redevelopment effort...however, units all had Interim Controls performed; More permanent Abatement to accompany redevelopment.
- **Redesign:** Upon receipt of the 2<sup>nd</sup> Lead Based Paint grant, design of remaining units were upgraded to remove instead of just encapsulate certain components, keeping to the priorities established by the testing. This was made possible due to the additional HUD funding, and provides residents and ECC a more permanent and lasting solution to the Lead.
- **Other Housing Related Hazards:** ECC added elimination of other Housing Related Hazards upon receipt of a 3<sup>rd</sup> HUD grant \$3,999,993, where inspections identified significant mold and asbestos to remove.

#### **Solicitations Awarded in July, 2022 for construction completion December, 2022:**

- **Group B: 3 Single-Family Houses** in the Scattered Site West portfolio
- **Group C: 8 Units in 4 houses** in the Scattered Site East portfolio--**Solicitations out for Bid July, 2022 for Construction Completion January, 2023:**
- **Group A: 1 house, Scattered Sites East portfolio,** Lead, mold and asbestos abatement with site safety and historic preservation requirements
- **Solicitation out for Bid September, 2022, going to the October Board, for construction start in Spring, 2023:**
- **Group D: 21 houses** in the Scattered Sites East portfolio (houses currently without children under the age of 6 years, but needing lead abatement for future family rentals). In Design Development, for solicitation in January, 2023.

**Testing has also been performed by the Operations Department in our Elderly and Disabled community high-rise buildings, and Lead was addressed** in the areas where children under 6 years were living (common areas). Not part of the Lead Grant work.

**In addition,** ECC is not required to test for Lead in Water as part of the grant, however, ECC in its commitment to Residents, tested for lead in water and has abated any identified lead in water concerns, not using the Lead Grant monies.

**Finally,** as part of the Lead Grant Work, Planning and Modernization is using the abatement work as an opportunity to educate Residents regarding Lead Based Paint exposure and Lead Safe practices to ensure a safer environment for children.

**Testing results** are shared with residents and explained, if needed. State of CT Lead education packet is shared and consultants are available for any technical clarification. Prior to Covid, Lead education packets were available in our lobby. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by the HUD regulations.

#### ***P&M Projects 2020-2022***

- **Scattered Sites: Heating and Gas Conversion:** Contract Documents completed. Contract out to bid in September 2019, yielded only one bid, 40% over cost estimate. Re-procurement yielded responsive bid approved by the Board. Construction started April 15, 2021 and original Scope of Work is, 100% complete. Related change order work completed with environmental testing. Final payment and closed out; Reimbursement to the tenants for oil in existing tanks has been completed.
- **Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement:** ECC rescinded previously awarded contract due to COVID considerations. Project



was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1 vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is on site. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2, was re-bid, for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April. Contract has begun, for May, 2023 completion. Time extended due to long lead times on equipment.

- **Robert T. Wolfe Renovations:** A team of architects, engineers, environmental consultants, Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry are proceeding, scheduled for completion in September. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys completed. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8<sup>th</sup> and 7<sup>th</sup> floors in February, 2022, and has progressed through the 1<sup>st</sup> floor. Additional life health and safety items have been identified and are being addressed concurrently.
- **McConaughy Terrace:** Sanitary and Storm Sewer Improvements; Two (2) bids were received, and the contract was awarded to the lowest responsible bidder. Construction started August 2020, replacing sanitary and storm sewers in sequence; delayed start due to COVID planning for safety of the community. Construction proceeded on schedule, however due to discovery and removal of contaminated soils, a wintertime extension has been given. Additional soil disposal costs and general conditions cost were brought to the BOC. Substantial completion was reached 5/19/2021. This project has replaced all of the damaged and failing storm and sanitary sewer lines which were 70 years old, vastly improving health and safety for the 198 families and 3 communal areas at McConaughy Terrace. Project is closed out.
- **Physical Needs Assessments:** P&M solicited the services of architects and engineers to provide Physical Needs Assessments (PNAs) and Capital Needs Assessments for RAD which are recommended for planning capital and development projects. Procurement scheduled virtual interviews with both respondents. A contractor was selected and approved by the BOC, June 2021. All site inspections for the original scope have been completed. Reports are finalized. These include individual Replacement Reserves for each of the Scattered Site properties, which is a new and more practical approach. Resident youth was hired as part of the consultants' Section 3 commitment to assist on the project. The contract has been extended for 1 year, with no additional funds to enable ECC the option to request additional reports for development projects. A report for Eastview I is currently underway.
- **Essex Envelope and Site Fencing:** Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions



could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation was 100% complete, July 22, 2022; Contract is being extended to allow for new fencing to be temporarily removed under warranty to allow siding replacement.

- **Essex Envelope and Bathroom and Flooring Upgrades:** This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site has begun on the roofs. Windows and doors are on site.. Work will proceed on the envelope, roof, siding, windows and follow up with interior work, only when all materials have been received. In response to long lead time item schedules some exterior work will begin which does not require resident relocation. Scheduled for construction completion, March, 2023.
- **ECC Design Standard Specifications:** P&M has updated the standard design and construction specifications in a comprehensive manner, soliciting input from the Glendower Group, Operations and 360 Management, to create a practical document for in-house and Consultant use. Project is completed.
- **425B Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 425B Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted, and monies will be available for a portion of the repairs. Construction is complete, including change order work completed due to Fire Marshal request, and damage subsequent to design. City sign off received. Project closed out, and insurance betterment payment received.
- **437M&N Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 437 M&N Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted. Roofing condition requires corrective structural fortification. Project is in design after an environmental testing phase.
- **IQC Vacancy Contractor:** P&M and Operations working together to support vacant unit upgrade needs through management of 2 IQC painting and clean out contracts, one for high rise units and one for units with residential rates. Current contracts expired; Operation solicited quotes for new contracts which will be managed by Operations with Operations funding.
- **295 Wilmot Road—West Rock Community Center:** Structural Engineering study and cost estimate solicited to support Operations. Two areas identified requiring structural shoring. Shoring quotes solicited, with only 1 quote significantly above the independent cost estimate, and therefore, not accepted. Quotes were solicited for the shoring between Buildings 1&2 and a contract has been awarded. As of 3/7/2022, the shoring in the warehouse area has been completed. The Building is in use.
- **McQueeney Plaza Repair & Upgrades:** A reworking of the plaza at 360 Orange Street has expanded the brick plaza emphasizing and enhancing the entry to the 360 Management client office. In-house design; construction completed and project closed out.
- **Radon Mitigation at Scattered Sites Multi-family, Scattered Sites East and West:** Radon was identified in 8 units of housing in the Scattered Site (SS) Multi-family developments. Mitigation design is completed and out to bid. As part of the Housing Related Hazards Grant, SS East and SS West properties were tested and only a few units came back positive for radon. These units will be addressed under the same contract, with a separate funding source. Solicitations received 0 bids.



Project was out for quotes, due 7/20/22. Contract is awarded. Project will be completed in 30 days from the notice to proceed. Construction is anticipated to last 3 days scheduled for the week of September 12<sup>th</sup> and September 19<sup>th</sup>.

## **VI. The Glendower Group**

- **Farnam Courts Phase II**

- For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases – 4% and 9%.
- Glendower Farnam Courts 4%, LLC (closest to Farnam 1), consists of 45 units and Glendower Farnam Courts 9%, LLC consists of 66 units including 52 affordable, a community building, and a park.
- 100% drawing completed on January 24, 2020.
- Haynes Construction has been selected to be the General Contractor for Phase II.

- **Farnam Courts Phase II 4%**

- Successfully closed on July 7, 2020.
- Notice to proceed issued to begin work on July 13, 2020.
- Construction completed and keys turned over on 10/13/21.
- Closeout process ongoing. Waiting on Environmental closeout reports and updated O&M Manuals with survey.
- Conversion targeted for the 1<sup>st</sup> quarter of 2023.

- **Farnam Courts Phase II 9%**

- Successfully closed on December 17, 2020
- Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
- Demolition of former Farnam buildings completed.
- Phase 2b building construction was completed in May 2022 Fencing and the playground installation began 9-12-22.
- HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.
- Conversion targeted for the 1<sup>st</sup> quarter of 2023.

- **Westville Manor**

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 occurred on June 20, 2019.
- The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
- The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
- It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.
- The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
- It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January



2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.

- Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022. This application was not awarded. The application will be resubmitted under the CHFA 2023 9% LIHTC round (due January 11, 2023).
- Anticipated closing in 4th quarter of 2023.

▪ **RAD Portfolio Award**

- The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
  - **Group I: Motley, Bush, Harvey and Newhall Garden**
    - Development completed and leased.
  - **Group IIA: Waverly and Stanley Justice and Fulton Park**
    - Development completed and leased.
  - **Group IIB: Valley Townhomes**
    - Submitted financing template to the Resource desk on November 2, 2021
    - HUD concept call completed on October 7, 2021.
    - Closing anticipated to be the December 2022. Targeting October 2022 CHFA board approval.
    - Closing targeted for December 8, 2022
  - **Group III: McQueeney, and Celentano**
    - Closed February 27, 2020.
    - Construction began on March 9, 2020.
    - Construction activities are **COVID delay of 8 weeks**. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
    - Final completion for McQueeney October 31, 2021
    - Final completion for Celentano October 31, 2021
    - Conversion to permanent financing anticipated to be completed by June 1, 2022.
  - **Group IV: Ruoppolo and Fairmont,**
    - Closed on March 11, 2021.
    - Construction began March 15, 2021
    - Final completion for Fairmont Heights May 31, 2022
    - Final completion for Ruoppolo Manor May 31, 2022.
    - Glendower is working on adding elevator code upgrades to Fairmont scope.
    - Conversion targeted for first quarter 2023.

▪ **McConaughy Terrace**

- For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.
- Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
- 90% drawing completed on October 31, 2021 for the 9% phase.
- LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.

▪ **McConaughy Terrace 4%**



- Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
- Closing anticipated to be in 1<sup>st</sup> quarter of 2022.
- 92 total units, 66 rehab 26 new construction.
- Closing targeted for the 2<sup>nd</sup> quarter of 2023

▪ **McConaughy Terrace 9%**

- Submitted a LIHTC application to CHFA on November 12, 2021.
  - Application was awarded under the 2021 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
  - Closing anticipated to be on the 1<sup>st</sup> quarter of 2023.
  - Phase includes the rehab of 130 units, 26 to be market rate.
- 
- Closing targeted for the 3<sup>rd</sup> quarter of 2023

▪ **Scattered Sites**

- Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnpillac Ave, 1368 Quinnpillac Ave, 1370 Quinnpillac Ave, 1376 Quinnpillac Ave, 1378 Quinnpillac Ave, 1381 Quinnpillac Ave, and 1435 Quinnpillac Ave.
- Submitted a 9% LIHTC application on January 12, 2022. Project was not awarded.
- Application will be resubmitted under the DOH DEP round.
- Anticipated closing in 1st quarter of 2024.



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, President

**RE:** RESOLUTION AUTHORIZING THE CONTRACT WITH THE HOUSING AUTHORITY INSURANCE GROUP FOR THE AUTHORITY'S COMMERCIAL PROPERTY INSURANCE IN THE AMOUNT NOT TO EXCEED OF \$298,208 FOR THE PERIOD COMMENCING OCTOBER 6, 2022 AND ENDING OCTOBER 6, 2023

**ACTION:** Recommend that the Board of Commissioners Adopt Resolution # 10-55/22-R

**TIMING:** Immediately

**Background:** HUD regulations waive the bidding requirements when a housing authority joins the Housing Authority Risk Retention Group (HARRG) which is a part of the Housing Authority Insurance Group (HAIG). HANH is a long-time member of HARRG.

HANH received quotes from HAIG for Comprehensive Commercial Property Insurance. For 2023, HAIG has offered coverage with a \$50,000 deductible and up to a \$100,000,000 loss limit depending on the type of coverage for a \$298,208 premium; this represents a 7.2% increase over 2022's premium.

HANH is requesting the Board to ratify the Contract with Housing Authority Insurance Group in the amount of \$298,208 beginning October 6, 2022 through October 6, 2023.

In accordance with resolution 10-129/01-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

**Fiscal Impact:** \$298,208 from Operating Budgets

**Staff:** John Rafferty, Senior VP Finance, IT & Administration



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION NUMBER # 10-55/22-R**

**RESOLUTION AUTHORIZING THE CONTRACT WITH THE HOUSING AUTHORITY INSURANCE GROUP FOR THE AUTHORITY'S COMMERCIAL PROPERTY INSURANCE IN THE AMOUNT NOT TO EXCEED OF \$298,208 FOR THE PERIOD COMMENCING OCTOBER 6, 2022 AND ENDING OCTOBER 6, 2023**

WHEREAS, HUD's regulations, waive the bidding requirements when a housing authority joins the Housing Authority Risk Retention Group; and

WHEREAS, the Housing Authority Insurance Group, has proposed to provide property insurance coverage for HANH for the period October 6, 2022 through October 6, 2023 at a total not to exceed amount of \$298,208; and

WHEREAS, the Housing Authority Insurance Group's proposal was reviewed by staff and determined to meet HANH's minimum insurance requirements; and

WHEREAS, HANH is requesting approval of the insurance contract with Housing Authority Insurance Group for the Authority's Commercial Property Insurance in the amount of \$298,208 effective October 6, 2022 through October 6, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the

- 1) The Comprehensive Commercial Property Insurance policy for the period October 6, 2022 through October 6, 2023 is hereby ratified.
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver and agreement and expend the authorized funds.
- 3) The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date



REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



## MEMORANDUM

**TO: Board of Commissioners**

**DATE: October 18, 2022**

**FROM: Karen DuBois-Walton, President**

**RE: RESOLUTION AUTHORIZING THE CONTRACT WITH THE HOUSING AUTHORITY INSURANCE GROUP FOR THE AUTHORITY'S GENERAL LIABILITY, PUBLIC OFFICIALS, AND AUTO INSURANCES IN THE AMOUNT NOT TO EXCEED OF \$551,387 FOR THE PERIOD COMMENCING OCTOBER 6, 2022 AND ENDING OCTOBER 6, 2023**

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**ACTION:** Recommend that the Board of Commissioners Adopt Resolution # 10-56/22-R

**TIMING:** Immediately

**Background:** HUD regulations waive the bidding requirements when a housing authority joins the Housing Authority Risk Retention Group (HARRG) which is a part of the Housing Authority Insurance Group (HAIG). HANH is a long-time member of HARRG. HANH received quotes from HAIG, and Travelers Insurance Company through HAIG for the renewal of various insurance policies - General Liability, Public Official, and Automobile.

After reviewing the proposals, HANH has decided to use HAIG for general liability coverage which includes terrorism, mold, as well as a few other additional coverages, as well as automobile liability coverage. The deductible and coverage details are outline below:

- General Liability/Public Officials – Limit \$10M with a max \$50K deductible at an annual premium of \$ 267,302, a 19.8% increase over fiscal 2022.
- Auto – Limit of \$10M with a \$1K deductible at an annual premium of \$284,085, a 15.9% increase over fiscal 2022.

HANH is requesting Board approval of the contracts with HAIG in the amount of \$551,387 for coverages beginning October 6, 2022 through October 6, 2023.

In accordance with resolution 10-129/01-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all



Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

Fiscal Impact: \$551,387 Operating Budgets

Staff: John Rafferty, Senior VP Finance, IT & Administration



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION NUMBER # 10-56/22-R**

**RESOLUTION AUTHORIZING INSURANCE CONTRACT WITH HOUSING AUTHORITY INSURANCE GROUP FOR THE AUTHORITY'S GENERAL LIABILITY, AUTO AND PUBLIC OFFICIALS INSURANCE THROUGH THE HOUSING AUTHORITY INSURANCE GROUP IN THE AMOUNT NOT EXCEEDING \$551,387 FOR THE PERIOD COMMENCING OCTOBER 6, 2022 AND ENDING OCTOBER 6, 2023**

WHEREAS, HUD's regulations, waive the bidding requirements when a housing authority joins the Housing Authority Risk Retention Group; and

WHEREAS, Housing Authority Insurance Group has proposed to provide renewal coverage for General Liability, Auto and Public Officials insurance for HANH for the period October 6, 2022 through October 6, 2023 at a total not to exceed cost of \$551,387; and

WHEREAS, the Housing Authority Insurance Group's proposal was reviewed by staff and determined to meet HANH's minimum insurance requirements

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the

- 1) The Commercial Liability and Auto Liability Insurance policies for the period October 6, 2022 through October 6, 2023 are hereby ratified.
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver and agreement and expend the authorized funds.
- 3) The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP.  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing Change Order #9 to BRD Builders, LLC Essex Exterior Envelope and Dwelling Unit Improvements Contract in the Amount Not to Exceed \$57,280.00 Bringing the Adjusted Contract Value From \$2,225,663.49 to \$2,282,943.49

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-57/22-R

**TIMING:** Immediately

**DISCUSSION:** At Essex Townhouses, 1134 Quinipiac Avenue, ECC/HANH determined a need to upgrade the development including roofs, gutters, windows, doors, siding, bathrooms, flooring, etc.

On September 21, 2021, the Board of Commissioners authorized contract award to BRD Builders, LLC who submitted the most responsive and responsible bid in the amount of \$1,919,761.30 for completion in 180 calendar days from Notice to Proceed.

As work progressed, ECC/HANH authorized Change Order #1 for Pella fiberglass casement windows in the amount of \$16,816.24 extending contract time to November 26, 2022; Change Order #2 for PVC trim at fascias and rakes in the amount of \$20,881.26; Change Order #3 for continuous hinges at full and half bath hollow metal door frames in the amount of \$8,633.52; Change Order #4 for bathroom tub surrounds that will provide a more sustainable wall surface in the amount of \$135,230.28 extending contract time until January 25, 2023 in anticipation of long lead-time delivery; Change Order #5 to add bathroom grab bar blocking in the amount of \$3,627.26 extending contract time until January 29, 2023; and Change Order #6 for material cost increase for bathroom vanity tops in the amount of \$4,428.98. These combined changes were under 10% and did not require prior Board approval. Following authorization of Change Order #6, the adjusted contract value increased from \$1,919,761.30 to \$2,109,378.84.



On September 20, 2022, the Board authorized Change Order #7 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 extending contract time until March 29, 2023 and Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 extending contract time until May 4, 2023. Following authorization of Change Order #7 and Change Order #8, the adjusted contract value increased from \$2,109,378.84 to \$2,225,663.49.

ECC/HANH is now recommending authorization of Change Order #9 in the amount of \$57,280.00 for additional roof sheathing exceeding the contract allowance on buildings D, E, F and G.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #9 to contract #PM-21-C-524 with BRD Builders, LLC in the amount not to exceed \$57,280.00 for Essex Exterior Envelope and Dwelling Unit Improvements bringing the adjusted contract value from \$2,225,663.49 to \$2,282,943.49.

FISCAL IMPACT: \$57,280.00

SOURCE OF FUNDS: CFP 2022

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution #10-57/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #9 TO BRD BUILDERS, LLC  
ESSEX EXTERIOR ENVELOPE AND DWELLING UNIT IMPROVEMENTS  
CONTRACT IN THE AMOUNT NOT TO EXCEED \$57,280.00 BRINGING THE  
ADJUSTED CONTRACT VALUE FROM \$2,225,663.49 TO \$2,282,943.49**

WHEREAS, at Essex Townhouses, 1134 Quinnipiac Avenue, ECC/HANH determined a need to upgrade the development including roofs, gutters, windows, doors, siding, bathrooms, flooring, etc.; and

WHEREAS, on September 21, 2021, the Board of Commissioners authorized contract award to BRD Builders, LLC who submitted the most responsive and responsible bid in the amount of \$1,919,761.30 for completion in 180 calendar days from Notice to Proceed; and

WHEREAS, as work progressed, ECC/HANH authorized:

- Change Order #1 for Pella fiberglass casement windows in the amount of \$16,816.24 extending contract time to November 26, 2022
- Change Order #2 for PVC trim at fascias and rakes in the amount of \$20,881.26
- Change Order #3 for continuous hinges at full and half bath hollow metal door frames in the amount of \$8,633.52
- Change Order #4 for bathroom tub surrounds that will provide a more sustainable wall surface in the amount of \$135,230.28 extending contract time until January 25, 2023, and
- Change Order #5 to add bathroom grab bar blocking in the amount of \$3,627.26 extending contract time until January 29, 2023;
- Change Order #6 for material cost increase for bathroom vanity tops in the amount of \$4,428.98; and

WHEREAS, these combined changes were under 10% and did not require prior Board approval; and

WHEREAS, on September 20, 2022, the Board authorized Change Order #7 for bathroom ceramic tile for improved sustainability in the amount of \$86,220.24 extending contract time until March 29, 2023 and Change Order #8 for roofing installation on roof crickets in the amount of \$30,064.41 extending contract time until May 4, 2023; and

WHEREAS, following authorization of Change Order #7 and Change Order #8, the adjusted contract value increased from \$2,109,378.84 to \$2,225,663.49; and



WHEREAS, ECC/HANH is now recommending authorization of Change Order #9 in the amount of \$57,280.00 for additional roof sheathing exceeding the contract allowance on buildings D, E, F and G; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #9 in the amount of \$57,280.00 for additional roof sheathing exceeding the contract allowance on buildings D, E, F and G.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #9 to contract #PM-21-C-524 with BRD Builders, LLC in the amount of \$57,280.00 for additional roof sheathing exceeding the contract allowance on buildings D, E, F and G bringing the adjusted contract value from \$2,225,663.49 to \$2,282,943.49 is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

---

Karen DuBois-Walton, Ph. D.  
Secretary/President

---

Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner





# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
2257-01 Exterior Envelope and Dwelling  
Unit Improvements  
at Essex Townhouses  
1134 Quinpiac Avenue,  
New Haven, Connecticut 06511

**CONTRACT INFORMATION:**  
Contract For: General Construction

**CHANGE ORDER INFORMATION:**  
Change Order Number: 009

Date: December 06, 2021  
(Notice to Proceed)

Date: September 23, 2022

**OWNER:** *(Name and address)*  
Housing Authority of New Haven  
360 Orange Street  
New Haven, Connecticut 06511

**ARCHITECT:** *(Name and address)*  
Lothrop Associates, LLP  
333 Westchester Avenue  
White Plains, New York 10604

**CONTRACTOR:** *(Name and address)*  
BRD Builders, LLC  
2099 Main Street  
Hartford, Connecticut 06120

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Included in this Change Order is the material cost associated with the purchase of 5,728 Square Feet of roof sheathing. Total amount of Change Order is \$57,280.00. Proposed Change Order (PCO) #12 - Additional Roof Sheathing dated August 24, 2022, in the amount of \$57,280.00 is attached as submitted by BRD Builders, LLC.

### Change Order Summary

1) Proposal request was initiated after allotted Square Footage for the removal and replacement of damaged roof sheathing, Allowance #1, was exceeded.

2) This proposal anticipates and additional 25% allotment of roof sheathing per roof area of each building.

3) Proposal based on the Unit Cost established on BID Sheet.

The original Contract Sum was	\$ 1,919,761.30
The net change by previously authorized Change Orders	\$ 305,902.19
The Contract Sum prior to this Change Order was	\$ 2,225,663.49
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,280.00
The new Contract Sum including this Change Order will be	\$ 2,282,943.49

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Lothrop Associates, LLP  
ARCHITECT *(Firm name)*

BRD Builders, LLC  
CONTRACTOR *(Firm name)*

Housing Authority of New Haven  
OWNER *(Firm name)*



SIGNATURE  
Arthur J. Seckler, III,  
Senior Associate  
PRINTED NAME AND TITLE  
10/10/2022  
DATE

SIGNATURE  
Mike Clifford,  
President  
PRINTED NAME AND TITLE  
10/11/2022  
DATE

SIGNATURE  
Karen Dubois Walton,  
President  
PRINTED NAME AND TITLE  
DATE



# AIA<sup>®</sup> Document G709<sup>™</sup> – 2018

## Proposal Request

**PROJECT:** *(name and address)*  
Exterior Envelope and Dwelling  
Unit Improvements  
at Essex Townhouses  
1134 Quinnipiac Avenue  
New Haven, Connecticut 06511

**CONTRACT INFORMATION:**  
Contract For: General Construction

Architect's Project Number: 2257-01  
Proposal Request Number: 008

Date: December 06, 2021  
(Notice to Proceed)

Proposal Request Date: September 19,  
2022

**OWNER:** *(name and address)*  
Housing Authority of New Haven  
360 Orange Street  
New Haven, Connecticut 06511

**ARCHITECT:** *(name and address)*  
Lothrop Associates, LLP  
333 Westchester Avenue  
White Plains, New York 10604

**CONTRACTOR:** *(name and address)*  
BRD Builders, LLC  
2099 Main Street  
Hartford, Connecticut 06120

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

BRD Builders LLC is hereby requested to provide pricing for the replacement of deteriorating and rotted plywood roof sheathing based on unit prices of Allowance #1. BRD to anticipate a 25% allotment of roof sheathing per roof area of each building.

BRD to include additional sheathing of Building C, already installed, into new PCO.

IF THE ABOVE LISTED WORK RESULTS IN A CHANGE TO THE CONTRACT SUM OR DURATION THE CONTRACTOR SHALL SUBMIT A WRITTEN PROPOSAL FOR AUTHORIZATION BEFORE PROCEEDING.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**REQUESTED BY THE ARCHITECT:**

Gordon Fraites, Project Manager

**PRINTED NAME AND TITLE**



Elm City Communities/ Housing Authority New Haven/ Glendower Group  
 360 Orange Street  
 New Haven, CT 06511

Contract No. PM-21-C-524  
 Project No. 2257-01  
 Change Request No. 12

CONTRACTOR'S CHANGE ORDER PROPOSAL Additional Roof Sheathing B

Contractor Name: BRD Builders LLC		Date: 09/20/22	
Address: 2099 Main St			
Hartford CT 06120		Allowance	
Telephone No.: 860-706-0359		Change Order 12	

<b>SECTION A: CONTRACTOR WORK</b>	<b>HANH REVISIONS</b>
1. Total Contractor Labor (from Labor Worksheet)	\$0.00
2. Total Contractor Material (from Material Worksheet)	\$57,280.00
3. Total Contractor Equipment (from Equipment Expense Proposal)	\$0.00
4 SUBTOTAL (total lines 1 through 3)	\$0.00
5 Premium Portion of Overtime (from Labor Worksheet)	\$0.00
6 Under Special conditions as permitted by Owner: Gen.Conditions up to 6%	\$0.00
7 Contractor's Markup Combined Overhead and Profit (% of line 4)	\$0.00
8 CONTRACTOR TOTAL (Total lines 4, 5, 6 and 7)	\$57,280.00

<b>SECTION B: SUBCONTRACTOR WORK</b>	<small>(From Subcontractor's Proposal - Use a separate form for each Sub)</small>	
9. Names of Subcontractors:	<small>Base Cost Only (Line D3)</small>	<small>up to 8% Markup (Line D4)</small>
A. _____	\$0.00	\$0.00
B. _____	\$0.00	\$0.00
C. _____	\$0.00	\$0.00
D. _____	\$0.00	\$0.00
10. TOTAL SUBCONTRACTORS' PROPOSALS	\$0.00	\$0.00
11. CM's/G Contractor's Markup on Subs' Cost (per Contract):		
11a. Overhead up to 2%	\$0.00	
11b. Profit, Up to 6%	\$0.00	
11c. _____	\$0.00	
12. Subcontractors' Premium Portion of approved Overtime	\$0.00	
13. SUBCONTRACTOR TOTAL	\$0.00	

<b>SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS (from Unit Price Worksheet)</b>	14. \$0.00
---	------------

<b>SECTION D: CONTRACTOR'S REQUESTED TOTAL</b>	<small>Round Totals to Nearest Dollar</small>
15. AMOUNT REQUESTED <small>(Total lines 8,13, and 14.)</small>	\$57,280.00
<i>Mitchel Cleveland</i> 09/20/2022 Signature of Contractor's Authorized Representative Date Mitchel Cleveland Print Name Supervisor Print Title	
Print name of Contact Person (if different) Phone No. (if different from above)	

<b>SECTION E: CONSTRUCTION MANAGER'S/A/E REVIEW</b>		
I have reviewed the labor hours, material quantities and equipment and no exceptions are taken to the Proposal.		
see comments noted on proposal or below: _____		
_____		
By: _____		
Construction Manager/A/E	Date	Phone No.
Project Manager		
Construction Officer		

<b>Credit Change Order Payment Lines Affected</b>					
Line	Amount	Line	Amount	Line	Amount



360 Orange Street  
New Haven, CT 06511

Project No. 2257-01

Change Request No. 12

**CHANGE ORDER MATERIAL WORKSHEET Additional Roof Sheathing Beyond Allowance**

[illegible]




5/15/20





**BRD Builders**  
Powered by RedTeam

**COST ESTIMATE**  
Including Item Details

## 1440002 - 12 - Additional Roof Sheathing Beyond Allowance

Manager: Mitchel Cleveland

As of 9/20/2022

Authorized Change 1.2

	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
06001	25% Plywood Allowance per Building Roof	1.00	l/s	0.00	0.00	0.00	0.00	51,840.00	51,840.00
	Building E	1,600.00	sf	Other @	10.00	=			16,000.00
	Building F and G	1,984.00	sf	Other @	10.00	=			19,840.00
	Building D	1,600.00	sf	Other @	10.00	=			16,000.00
07300	Building C Additional Roof Sheathing Needed	1.00	l/s	5,440.00	0.00	0.00	0.00	0.00	5,440.00
	17 Additional Sheets of Plywood	544.00	sf	Labor @	10.00	=			5,440.00
17 Additional sheets of roof sheathing needed to be replaced above and beyond the 500sf allowance. Additional 544sf were replaced									

<b>SUBTOTAL DIRECT COSTS</b>	<b>5,440.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,840.00</b>	<b>57,280.00</b>
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	<b>5,440.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,840.00</b>	<b>57,280.00</b>
Profit						0.00%	0.00

Supplemental Markups:

<b>TOTAL PRICE</b>	<b>57,280.00</b>
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**BRD Builders**  
Powered by RedTeam

## OUR CHANGE PROPOSAL

08/24/2022

Frank Emery  
Housing Authority of New Haven dba Elm City Communities  
360 Orange Street, P.O. Box 1912  
New Haven, CT 06511

**Re:** Our Change Proposal 1440002-12 for **Additional Roof Sheathing**

**Project:** Essex Interior & Exterior Renovations

Housing Authority of New Haven dba Elm City Communities

Essex Townhouses, 1134 Quinnipiac Avenue, New Haven, CT 06513

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

### 6 - Wood & Plastics

1. Building E
2. Building F and G
3. Building D

**Price:** \$ 57,280.00 *Fifty Seven Thousand Two Hundred Eighty Dollars and Zero Cents*

**Time:** The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

**Clarification(s):** - 25% Plywood Allowance per Building Roof

**Expiration:** This Proposal shall remain open for 30 calendar day(s).

**Attachment(s):** Additional Attachments

Please contact me at (860) 706-0359 or via e-mail [mclevelandbrd@gmail.com](mailto:mclevelandbrd@gmail.com) if you have any questions or require additional information.

Regards,

**BRD Builders**

Mitchel Cleveland

### ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: \_\_\_\_\_

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

Housing Authority of New Haven dba  
Elm City Communities





**BRD Builders**  
Powered by RedTeam

## ADDITIONAL DOCUMENTS

Project: 1440002 - Additional Roof Sheathing

Date: 08/24/2022

Document: 1440002-12

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Name

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- 1 2257-02\_CO-Proposal Form REV 2021  
<https://redteam.link/puimpvc>

BRD Builders: \_\_\_\_\_

Customer: \_\_\_\_\_



# DETAILED CHANGE ORDER LOG

Project Name	Essex Envelope and Dwelling Unit Improvements						
Contractor Name	BRD Builders LLC						
Contract No.	PM-21-C-524			Go to BOC at 10%			
Original Contract Value	\$1,919,761.30			\$191,976.13		Original start date:	12/6/2021
Original SOW Value	\$1,919,761.30					Original end date:	6/4/2022
Allowance	\$0.00						
Change Order Summary	No.	Proposed Value	Final Value	Adjusted Allowance	Adjusted SOW Value	Adjusted Contract Value	Contract End Time
Provide labor, materials, and storage to provide and install modified Pella Casement Windows and extend Contract 175 days due to supply change delays; incl. asbestos abatement	1	\$46,804.72	\$16,816.24	\$0.00	\$1,936,577.54	\$1,936,577.54	11/26/2022
PVC trim for fascia boards	2	\$25,000.00	\$20,881.26	\$0.00	\$1,957,458.80	\$1,957,458.80	11/26/2022
Piano-Continuous hinge for bathroom doors	3	\$9,113.16	\$8,633.52	\$0.00	\$1,966,092.32	\$1,966,092.32	11/26/2022
Tub Surrounds + 60 days extension	4	\$135,230.28	\$135,230.28	\$0.00	\$2,101,322.60	\$2,101,322.60	1/25/2023
Grab bar blocking for future Reasonable Accommodations+ 4 day extension	5	\$3,627.26	\$3,627.26	\$0.00	\$2,104,949.86	\$2,104,949.86	1/29/2023
Forty-Three Vanity Tops	6	\$6,789.00	\$4,428.98	\$0.00	\$2,109,378.84	\$2,109,378.84	1/29/2023
Porcelain Tile	7	\$94,568.00	\$86,220.24	\$0.00	\$2,195,599.08	\$2,195,599.08	3/29/2023
Roof Crickets--TPO	8	\$30,064.41	\$30,064.41	\$0.00	\$2,225,663.49	\$2,225,663.49	5/4/2023
Damaged roof sheathing	9		\$57,280.00	\$0.00	\$2,282,943.49	\$2,282,943.49	5/4/2023
TOTALS			\$363,182.19				



## MEMORANDUM

**TO:** Board of Commissioners  
**DATE:** October 18, 2022  
**FROM:** Karen DuBois-Walton, Ph.D., President  
**RE:** Resolution Authorizing Acceptance of Department of Housing and Urban Development FY 2022 Emergency Safety and Security Capital Fund Program Grant Award CT26E00450122 in the Amount of \$250,000.00

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-58/22-R

**TIMING:** Immediately

**DISCUSSION:** On March 10, 2022, HUD issued Notice PIH 2022-05 which set forth the Emergency Safety and Security annual funding notification and application process. Grant funding up to \$250,000.00 could be used for one-time project specific assistance to address crime and drug-related activity. On June 4, 2022, HUD published the application due date of June 15, 2022.

ECC/HANH identified these activities for the application submission:

- Crawford Manor: Replacement and enhancement of camera system; entry access control for first floor non-main entry doors, including HID proximity readers and local door alarms
- Wolfe: Replacement and enhancement of camera system; entry access control for first floor non-main entry doors, including HID proximity readers and local door alarms

ECC/HANH submitted a grant application in the amount of \$250,000.00 by the June 15, 2022 deadline.

On September 27, 2022, HUD announced an award to ECC/HANH in the requested amount of \$250,000.00.

ECC/HANH is requesting authorization to accept the HUD 2022 Emergency Safety and Security Capital Fund Program award in the amount of \$250,000.00, execute all required documents, and obligate-expend the funds in accordance with program regulations.

**FISCAL IMPACT:** \$250,000.00

**SOURCE OF FUNDS:** HUD 2022 Emergency Safety and Security Capital Fund Program

**STAFF:** Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution Number #10-58/22-R**

**RESOLUTION AUTHORIZING ACCEPTANCE OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY 2022 EMERGENCY SAFETY AND SECURITY CAPITAL FUND PROGRAM GRANT AWARD CT26E00450122 IN THE AMOUNT OF \$250,000.00**

WHEREAS, on March 10, 2022, HUD issued Notice PIH 2022-05 which set forth the Emergency Safety and Security annual funding notification and application process; and

WHEREAS, grant funding up to \$250,000.00 could be used for one-time project specific assistance to address crime and drug-related activity; and

WHEREAS, on June 4, 2022, HUD published the application due date of June 15, 2022; and

WHEREAS, ECC/HANH identified these activities for the application submission:

- Crawford Manor: Replacement and enhancement of camera system; entry access control for first floor non-main entry doors, including HID proximity readers and local door alarms
- Wolfe: Replacement and enhancement of camera system; entry access control for first floor non-main entry doors, including HID proximity readers and local door alarms; and

WHEREAS, ECC/HANH submitted a grant application in the amount of \$250,000.00 by the June 15, 2022 deadline; and

WHEREAS, on September 27, 2022, HUD announced an award to ECC/HANH in the requested amount of \$250,000.00; and

WHEREAS, ECC/HANH is requesting authorization to accept the 2022 Emergency Safety and Security Capital Fund Program award in the amount of \$250,000.00, execute all required documents, and obligate-expend the funds in accordance with program regulations.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**



- 1) Acceptance of \$250,000.00 HUD 2022 Emergency Safety and Security Capital Fund Program award CT26E00450122 is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and submit any required documents, forms, and agreements and submit them as HUD directs.
- 3) The Executive Director-President be and is hereby authorized, empowered and directed to execute and submit any other forms, agreements, budgets and budget revisions and to obligate and expend the funds in accordance with program regulations.
- 4) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 5) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

---

Karen DuBois-Walton, Ph.D.  
Secretary/President

---

Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner



---

**From:** PIH OCI <PIHOCI@hud.gov>  
**Sent:** Thursday, September 29, 2022 4:15 PM  
**To:** Karen DuBois-Walton <kdwalton@elmcitycommunities.org>  
**Subject:** FY 2022 Capital Fund Emergency Safety & Security Grant Award

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Congratulations!

I am pleased to inform you that the **Housing Authority of the City of New Haven (CT004)** has been selected to receive funding under the Fiscal Year 2022 Capital Fund Emergency Safety and Security Program as authorized by the FY2022 Consolidated Appropriations Act, ("2022 Appropriations Act") (Public Law 117-103), in the amount of **\$250,000**, under a grant to support safety and security measures including carbon monoxide detectors. You are to be commended for your efforts to ensure the health and safety of your public housing residents and improve their quality of life.

New Department of Justice (DOJ) prohibition regarding Procurement of Security Equipment produced by Huawei Technologies Company or ZTE Corporation: Per 2 C.F.R. § 200.216 and Public Law 117-103, section 889, Safety and Security grantees are prohibited from using grant funds to purchase, lease, or renew or extend contracts for security equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

PHAs will acknowledge a copy of the master FY 2022 Emergency Safety and Security ACC Amendment. HUD will post the master ACC Amendment that has been signed by the Acting Deputy Assistant Secretary (DAS) for the Office Public Housing Investments (OPHI), fulfilling the requirement for a HUD signature on the ACC Amendment. PIH is following a process similar to the one in effect in FY 2022 where PHAs will download an excel spreadsheet master ACC Amendment from the Office of Capital Improvements (OCI) Emergency grant website: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/capfund/emfunding](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/capfund/emfunding). The PHA will then open the spreadsheet, select the PHA code (causing the spreadsheet to prepopulate the grant specific information in the ACC Amendment) and then sign the ACC Amendment. Unlike previous years, PHAs now have the option to sign with a valid electronic signature. Alternatively, PHAs can print out the ACC Amendment, affix a written signature to it and then scan the signed ACC Amendment. Ultimately PHAs will upload the signed ACC Amendment in a Document Package in the EPIC system as explained in the next paragraph. Note that PHAs will sign the ACC Amendment with a signature by a person authorized to enter into an agreement for the PHA.

To ensure proper processing please follow these steps:

1. Create a new document package for the grant in the EPIC Document Management Center and upload the executed ACC Amendment for the grant to the document package. Submit the document package in EPIC. Upon



submission of the document package, please email [PIHOCI@hud.gov](mailto:PIHOCI@hud.gov) to notify OCI that the document package is ready for review.

2. HUD Headquarters OCI will review and approve or withhold approval of the document package. You will receive an email from PIHOCI notifying you when the document package has been approved and inviting you to submit an Annual Statement/Budget.
3. You must ensure that the work activities to be undertaken with these funds are included in a Field-Office approved 5-Year Action Plan in EPIC. If the work activities are not yet approved, please add them to a 5-Year Action Plan and submit it for Field Office approval to complete this requirement.
4. Upon completion of steps 3 and 4, you will need to create and submit an Annual Statement/Budget for the grant in EPIC. Within a few business days of submitting the Annual Statement/Budget in EPIC, you will see the funds spread accordingly in LOCCS. At that point, the funds will be available for draw-down.

PHAs are responsible for maintaining the correct contact information, including the correct email address for the Executive Director or other responsible official authorized by the PHA Board to take actions within the Department's Public Housing Program (e.g., CEO, Acting or Interim Executive Director) in the PIH Information Center (PIC) system.

PHAs are also responsible for various approvals (24 CFR 905.104) and compliance (24 CFR 905.106) with Capital Fund and Public Housing requirements (24 CFR 905.108) including maintaining an authorized PHA official to take any actions (e.g., drawing of funds and binding the PHA to Public Housing requirements) via eLOCCs. Additionally, PHAs must obligate 90 percent of the grant funds by the obligation end date. Unless HUD grants an obligation extension, the obligation end date is 12 months from the date the funds are made available to the PHA (obligation start date). The entire grant must be expended fully within 12 months following the obligation end date.

Thank you for your commitment to strengthen public housing communities.





HSG AUTH OF CITY OF NEW HAVEN  
Award Information

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**Award: CT26E004501-22 (CFP) Capital Fund Program**

**General**

Contractual Organization	UEI Organization	Award Dates	HUD Funding
	UEI: C8AK PTBN Y985 DUNS: 039623459 Renewal Date: 12-30-2022		09- Obligated: 250,000.00
Tax ID: 06-6000413	Tax ID: 06-6000413 ✓ Matches contractual org.	LOCCS Created:	27- Contracted: 0.00
HSG AUTH OF CITY OF NEW HAVEN	HOUSING AUTHORITY OF THE CITY OF NEW HAVEN (INC)		2022 LOCCS Authorized
360 Orange Street	360 ORANGE ST	POP Start:	09- Authorized: 0.00
New Haven, CT 06511-6403	NEW HAVEN, CT 06511-6403		26- Disbursed: 0.00
Payee Organization:		POP End:	2022 In process: 0.00
- same as contractual-	Region: 01 - NEW ENGLAND		09- Balance: 0.00
	Office: 26 - CONNECTICUT ST OFC.	Closeout:	2024
		Other Dates/Elements	
			09-
		Obligation Start:	26-
			2022
			09-
		Obligation End:	25-
			2023
			09-
		Disbursement End:	25-
			2024
		Pre-Audit:	
		Post-Audit:	



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## MEMORANDUM

**TO: Board of Commissioners**

**DATE: October 18, 2022**

**FROM: Karen DuBois-Walton, Ph.D., President**

**RE: Resolution Authorizing Change Order #8 to Banton Construction Company Phase 1 Building Upgrade Common Areas Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$18,318.24 Bringing the Adjusted Contract Value from \$856,216.76 to \$874,535.00**

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-59/22-R

**TIMING:** Immediately

**DISCUSSION:** In May 2021, the Board of Commissioners approved Resolution #05-31/21-R authorizing contract award #PM-21-C-487 to Banton Construction in the amount of \$765,852.00 for Phase 1 Building Upgrade contract addressing common area health and safety concerns.

As work progressed, ECC/HANH authorized Change Order #1 net credit of \$10,588.25 for additional sprinkler head replacement, temporary laundry room plumbing and electrical set up, additional fiberglass reinforced panels and cost credit for sanitary sewer repairs that were not needed.

ECC/HANH also authorized Change Order #2 extending contract time until April 7, 2022.

ECC/HANH authorized Change Order #3 in the amount of \$54,083.98 for vestibule floor changes, air cleaner enclosures and outlets, sliding door locking system, and additional corridor light fixture replacement.

ECC/HANH also authorized Change Order #4 in the amount of \$23,544.17 for ceiling heater replacement, additional light fixtures, community room heaters, and time extension until June 6, 2022.

ECC/HANH authorized Change Order #5 in the amount of \$6,332.96 for temporary laundry room heat, temporary entrance



ramp, door keypad post and time extension until September 2, 2022. The cumulative value of Change Orders 1 through 5 total \$73,372.86 bringing the adjusted contract value from \$765,852.00 to \$839,224.86, under the 10% threshold for Board of Commissioners action.

On August 16, 2022, the Board Authorized Change Order #6 in the amount of \$16,991.90 for gutter bracket replacement, masonry wall repair and time extension until October 3, 2022. Following authorization of Change Order #6 the adjusted contract value increased from \$839,224.86 to \$856,216.76. Change Order #7 extended time from October 3, 2022 to December 2, 2022.

ECC/HANH is now presenting Change Order #8 in the amount of \$18,318.24 for additional costs for dumpster rental and construction waste disposal costs bringing the adjusted contract value from \$856,216.76 to \$874,535.00.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #7 with Banton Construction Company in the amount not to exceed \$874,535.00 for dumpster rental and construction waste disposal costs.

FISCAL IMPACT: \$18,318.24

SOURCE OF FUNDS: CFP 2022

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution #10-59/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #8 TO BANTON CONSTRUCTION COMPANY PHASE 1 BUILDING UPGRADE COMMON AREAS CONTRACT AT ROBERT WOLFE, 49 UNION AVENUE IN THE AMOUNT NOT TO EXCEED \$18,318.24 BRINGING THE ADJUSTED CONTRACT VALUE FROM \$856,216.76 TO \$874,535.00**

WHEREAS, in May 2021, the Board of Commissioner approved Resolution #05-31/21-R authorizing contract award #PM-21-C-487 to Banton Construction in the amount of \$765,852.00 for Phase 1 Building Upgrade contract addressing common area health and safety concerns; and

WHEREAS, as work progressed, ECC/HANH authorized Change Order #1 net credit of \$10,588.25 for additional sprinkler head replacement, temporary laundry room plumbing and electrical set up, additional fiberglass reinforced panels and cost credit for sanitary sewer repairs that were not needed; and

WHEREAS, ECC/HANH also authorized Change Order #2 extending contract time until April 7, 2022; and

WHEREAS, ECC/HANH authorized Change Order #3 in the amount of \$54,083.98 for vestibule floor changes, air cleaner enclosures and outlets, sliding door locking system, and additional corridor light fixture replacement; and

WHEREAS, ECC/HANH also authorized Change Order #4 in the amount of \$23,544.17 for ceiling heater replacement, additional light fixtures, community room heaters, and time extension until June 6, 2022; and

WHEREAS, ECC/HANH authorized Change Order #5 in the amount of \$6,332.96 for temporary laundry room heat, temporary entrance ramp, door keypad post and time extension until September 2, 2022; and

WHEREAS, on August 16, 2022, the Board Authorized Change Order #6 in the amount of \$16,991.90 for gutter bracket replacement, masonry wall repair and time extension until October 3, 2022; and

WHEREAS, following authorization of Change Order #6 the adjusted contract value increased from \$839,224.86 to \$856,216.76; and

WHEREAS, a no cost time extension Change Order #7 was executed extending contract time to December 2, 2022; and



WHEREAS, ECC/HANH is now presenting and recommending Change Order #8 in the amount of \$18,318.24 for dumpster rental and construction waste disposal costs; and

WHEREAS, following authorization of Change Order #8 the adjusted contract value will increase from \$856,216.76 to \$874,535.00; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #8 with Banton Construction Company in the amount not to exceed \$18,318.24 for dumpster rental and construction waste disposal costs at Robert T. Wolfe.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #8 to contract #PM-21-C-487 to Banton Construction Company in the amount not to exceed \$18,318.24 for Wolfe dumpster rental and construction waste disposal costs is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner



WOLFE PH1 CO#8

ECC

Banton claim for PH1			
10 mos claimed			Shared supervision with PH2
8 mos allowed for const. debris			Gaps in PH1 work during the delays--
SUPERVISION in the GC, below			
	dump dumpster	\$13,878.24 \$4,440.00	8 months (delays from Banton re abatement contractor wage rate issue, & contractor quality issue at Laundry room area; deduct 2 mos from claim) 8 mo
	*additional actual costs	\$18,318.24	additional actual costs(10 mos-3mos from Banton PH2)

Claimed	additional work	\$0.00	all additional hard cost in change orders
	0.06	\$0.00	GC--HUD DEFINED
	0.02	\$0.00	OH--HUD DEFINED
	0.06	\$0.00	P--HUD DEFINED
		\$0.00	14% HUD SAFE HARBOR +ADDL hard cost
		\$18,318.24	additional actual costs(10 mos-3mos from Banton PH2)
		\$0.00	ADD'L hard cost approved
Additional cost to Banton		\$18,318.24	CO#8 PH1



**AIA**<sup>®</sup>**Document G701™ – 2017****Change Order**

**PROJECT:** *(Name and address)*  
 Robert T Wolfe Phase 1 - Common Areas  
 49 Union Avenue  
 New Haven, CT 06519

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: July 8, 2021

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 008  
 Date: October 4, 2022

**OWNER:** *(Name and address)*  
 Housing Authority of New Haven  
 360 Orange Street  
 New Haven, CT 06511

**ARCHITECT:** *(Name and address)*  
 Christopher Williams Architects LLC  
 85 Willow Street  
 New Haven CT 06511

**CONTRACTOR:** *(Name and address)*  
 Banton Construction  
 339 Washington Avenue  
 North Haven, Connecticut 06473

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Additional supervision and temporary facility costs to extend the date of substantial completion to December 2, 2022 due to supply delays and the postponement of punchlist resolution owing to those delays.

The original Contract Sum was	\$	765,852.00
The net change by previously authorized Change Orders	\$	90,364.76
The Contract Sum prior to this Change Order was	\$	856,216.76
The Contract Sum will be increased by this Change Order in the amount of	\$	18,318.24
The new Contract Sum including this Change Order will be	\$	874,535.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be December 2, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Christopher Williams Architects LLC

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Christopher Williams, Principal

**PRINTED NAME AND TITLE**

10/4/2022

**DATE**

Banton Construction

**CONTRACTOR** *(Firm name)*

**SIGNATURE**

James Nenninger, Vice President

**PRINTED NAME AND TITLE**

10-5-2022

**DATE**

Housing Authority of New Haven

**OWNER** *(Firm name)*

**SIGNATURE**

Karen DuBois-Walton, President

**PRINTED NAME AND TITLE**

**DATE**



ECC

Banton claim for PH1			
10 mos claimed			Shared supervision with PH2
8 mos allowed for const. debris			Gaps in PH1 work during the delays--
SUPERVISION in the GC, below			
	dump dumpster	\$13,878.24 \$4,440.00	8 months (delays from Banton re abatement contractor wage rate issue, & contractor quality issue at Laundry room area; deduct 2 mos from claim) 8 mo
	*additional actual costs	\$18,318.24	additional actual costs(10 mos-3mos from Banton PH2)

Claimed	additional work	\$0.00	all additional hard cost in change orders
	0.06	\$0.00	GC--HUD DEFINED
	0.02	\$0.00	OH--HUD DEFINED
	0.06	\$0.00	P--HUD DEFINED
		\$0.00	14% HUD SAFE HARBOR +ADDL hard cost
		\$18,318.24	additional actual costs(10 mos-3mos from Banton PH2)
		\$0.00	ADD'L hard cost approved
Additional cost to Banton		\$18,318.24	CO#7 PH1



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing Change Order #4 to Banton Construction Building Upgrade Phase 2 Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$95,593.84 Bringing the Adjusted Contract Value from \$1,473,276.44 to \$1,568,870.28 With 60 Days Extension of Contract Time

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-60/22-R

**TIMING:** Immediately

**DISCUSSION:** In August 2021, the Board of Commissioners approved Resolution #08-63/21-R authorizing contract award #PM-21-C-516 to Banton Construction in the amount of \$1,342,210.00 to continue to address health and safety concerns at Robert Wolfe. ECC/HANH performed Phase 1 health & safety work in building common areas under an earlier contract.

ECC/HANH authorized Change Order #1 extending contract time until June 24, 2022 to permit time for ECC/HANH to work with the architect and contractor to document field conditions that had changed from the time the apartments were initially assessed for the bid solicitation, two years prior. The field survey began with floors 5 through 8.

ECC/HANH also authorized Change Order #2 extending contract time until August 23, 2022 to similarly field survey and document changed conditions on floors 1 through 4.

Using unit costs included with the bid, ECC/HANH authorized Change Order #3 in the amount of \$131,066.44 for changed conditions on floors 5 through 8 and additional miscellaneous repairs throughout the building, with no further change in contract time. This change, under 10%, did not require Board approval and brought the adjusted contract value from \$1,342,210.00 to \$1,473,276.44.



ECC/HANH then authorized Change Order #4 for a no-cost contract time extension of sixty days, which did not require Board approval.

Additional modifications were documented on floors 1 through 4. ECC/HANH is now presenting and recommending authorization of Change Order #5 for documented changed field conditions using contract unit costs in the amount not to exceed \$95,593.84 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days additional contract time.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #4 in the amount not to exceed \$95,593.84 to Banton Construction contract #PM-21-C-516 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days additional contract time.

FISCAL IMPACT: \$95,593.84

SOURCE OF FUNDS: CFP 2020; CFP 2021; CFP 2022

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION #10-60/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #4 TO BANTON CONSTRUCTION PHASE 2 BUILDING UPGRADE CONTRACT AT ROBERT WOLFE, 49 UNION AVENUE, IN THE AMOUNT NOT TO EXCEED \$95,593.84 BRINGING THE ADJUSTED CONTRACT VALUE FROM \$1,473,276.44 TO \$1,568,870.28 WITH 60 DAYS EXTENSION OF CONTRACT TIME**

**WHEREAS**, in August 2021, the Board of Commissioners approved Resolution #08-63/21-R authorizing contract award #PM-21-C-516 to Banton Construction in the amount of \$1,342,210.00 to continue to address health and safety concerns at Robert Wolfe; and

**WHEREAS**, ECC/HANH performed Phase 1 health & safety work in building common areas under an earlier contract; and

**WHEREAS**, ECC/HANH authorized Change Order #1 extending contract time until June 24, 2022 to permit time for ECC/HANH to work with the architect and contractor to document field conditions that changed from the time the apartments were initially assessed for the bid solicitation; and

**WHEREAS**, the field survey began with floors 5 through 8; and

**WHEREAS**, ECC/HANH also authorized Change Order #2 extending contract time until August 23, 2022 to similarly field survey and document changed conditions on floors 1 through 4; and

**WHEREAS**, using unit prices included with the bid, ECC/HANH authorized Change Order #3 in the amount of \$131,066.44 for changed conditions on floors 5 through 8 and miscellaneous repairs throughout the building, with no further change in contract time; and

**WHEREAS**, this change, under 10%, did not require Board approval; and

**WHEREAS**, ECC/HANH is now presenting and recommending authorization of Change Order #4 for documented changed field conditions on floors 1 through 4 using contract unit costs in the amount not to exceed \$95,593.84 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days extension in contract time; and

**WHEREAS**, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and



amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #4 in the amount not to exceed \$95,593.84 to Banton Construction contract #PM-21-C-516 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with a 60-day time extension.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #4 to contract #PM-21-C-516 with Banton Construction Company in the amount not to exceed \$95,593.84 for documented changed field conditions on floors 1 through 4 using contract unit costs bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days further change in contract time is hereby authorized.
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner



WOLFE PH2-CO#5		ECC	
Banton additional costs claim			
5 mo --3mo			
progress		\$1,512.99	Detailed tracking of scope changes
submittals		\$0.00	No new submittals
PHOTO doc		\$0.00	saving digital photos...paid for by supervisory cost
temp facil		\$4,387.50	off trailer & connexes (not part of original SOW)
SUPERVISION		in the GC, below	
Clean& Trash	dumpster	\$1,665.00	Dumpster rental
	dump	\$5,204.34	dump cost
	DEMO	\$6,530.22	Work to perform cleaning
	Project docs updating	\$0.00	in GC, below
	*Add'l cost:	\$19,300.05	Additional COSTS to Banton
CO3 & 5	additional work	\$152,417.69	
	0.06	\$9,145.06	GC--HUD DEFINED
	0.02	\$3,048.35	OH--HUD DEFINED
	0.06	\$9,145.06	P--HUD DEFINED
		\$173,756.17	14% HUD SAFE HARBOR +ADDL
		\$193,056.22	Total cost additional work + OH/P/GC
	CO#3	-\$97,462.38	ADD'L hard cost approved
	CO#5	\$95,593.84	Remainder
		\$21,338.48	GC+OH+P for CO#3 + CO#5
		\$0.00	no GC/OH & P were paid on CO#3 for the additional hardcosts
		\$21,338.48	14% -on hardcost for #3 &CO#5 to be applied in CO#5
		\$54,955.31	Remaining Add'l work
		\$19,300.05	Additional COSTS to Banton
CO#5		\$95,593.84	
			HARD COSTS FOR PH2-- CO #3+CO#5
			\$152,417.69 Tot. addit. Hard cost
			-\$97,462.38 CO#3 Hard cost approved
			\$54,955.31 Remaining Add'l work
			PH2 NON- HARD COSTS for additional SOW (incl CO#3)
			\$19,300.05 addl costs to Banton CO#5 PH2
			\$21,338.48 OH/P/GC to Banton CO#3 & CO#5 PH2
			\$40,638.53 PH2--non hard cost



	\$1,342,210.00 ORIGINAL CONTRACT	CO'S TO CO#4	131066.44
	\$1,473,276.44 UP THRU CO#4	CO#5	\$95,593.84
	\$95,593.84 CO#5		\$226,660.28
	<b>\$1,568,870.28</b> NEW CONTRACT TOTAL	PERCENT CO TO ORIG CONTRACT	16.89%





# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> (Name and address) Robert T Wolfe Phase 2 - Apartments 49 Union Avenue New Haven, CT 06519	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: January 18, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005 Date: October 4, 2022
<b>OWNER:</b> (Name and address) Housing Authority of New Haven 360 Orange Street New Haven, CT 06511	<b>ARCHITECT:</b> (Name and address) Christopher Williams Architects LLC 85 Willow Street New Haven, CT 06511	<b>CONTRACTOR:</b> (Name and address) Banton Construction 339 Washington Avenue North Haven, CT 06473

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional scope changes beyond the base bid for Floors 1-4 as a result of unit walkthrough/conditions confirmations. See attached scope breakdown. \$95,593.84


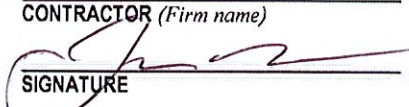
The original Contract Sum was	\$ 1,342,210.00
The net change by previously authorized Change Orders	\$ 131,066.44
The Contract Sum prior to this Change Order was	\$ 1,473,276.44
The Contract Sum will be increased by this Change Order in the amount of	\$ 95,593.84
The new Contract Sum including this Change Order will be	\$ 1,568,870.28

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be October 22, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Christopher Williams Architects LLC ARCHITECT (Firm name)	Banton Construction CONTRACTOR (Firm name)	Housing Authority of New Haven OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Christopher Williams, Principal PRINTED NAME AND TITLE	James Nenninger, Vice President PRINTED NAME AND TITLE	Karen DuBois-Walton, President PRINTED NAME AND TITLE
10/4/2022 DATE	10-5-22 DATE	 DATE



ECC		
Banton additional costs claim		
5 mo --3mo		
progress	\$1,512.99	Detailed tracking of scope changes
submittals	\$0.00	No new submittals
PHOTO doc	\$0.00	saving digital photos...paid for by supervisory cost
temp facil	\$4,387.50	off trailer & connexes (not part of original SOW)
SUPERVISION	In the GC, below	
Clean& Trash		
dumpster	\$1,665.00	Dumpster rental
dump	\$5,204.34	dump cost
DEMO	\$6,530.22	Work to perform cleaning
Project docs updating	\$0.00	in GC, below
*Add'l cost:	\$19,300.05	Additional COSTS to Banton

CO3 & 5	additional work	\$152,417.69	
	0.06	\$9,145.06	GC--HUD DEFINED
	0.02	\$3,048.35	OH--HUD DEFINED
	0.06	\$9,145.06	P--HUD DEFINED
		\$173,756.17	14% HUD SAFE HARBOR +ADDL
		\$193,056.22	Total cost additional work + OH/P/GC
CO#3		-\$97,462.38	ADD'L hard cost approved
CO#5		\$95,593.84	Remainder
		\$21,338.48	GC+OH+P for CO#3 + CO#5
		\$0.00	no GC/OH & P were paid on CO#3 for the additional hardcosts
		\$21,338.48	14% -on hardcost for #3 & CO#5 to be applied in CO#5
		\$54,955.31	Remaining Add'l work
CO#5		\$19,300.05	Additional COSTS to Banton
		\$95,593.84	

HARD COSTS FOR PH2-- CO #3+CO#5	
\$152,417.69	Tot. addit. Hard cost
-\$97,462.38	CO#3 Hard cost approved
\$54,955.31	Remaining Add'l work

PH2 NON- HARD COSTS for additional SOW (incl CO#3)	
\$19,300.05	addl costs to Banton CO#5 PH2
\$21,338.48	OH/P/GC to Banton CO#3 & CO#5 PH2
\$40,638.53	PH2--non hard cost

\$1,342,210.00	ORIGINAL CONTRACT	CO'S TO CO#4	131066.44
\$1,473,276.44	UP THRU CO#4	CO#5	\$95,593.84
\$95,593.84	CO#5		\$226,660.28
\$1,568,870.28	NEW CONTRACT TOTAL	PERCENT CO TO ORIG CONTRACT	16.89%



## MEMORANDUM

**TO: Board of Commissioners**

**DATE: October 18, 2022**

**FROM: Karen DuBois-Walton, Ph.D., President**

**RE: Resolution Authorizing Change Order #6 to Banton Construction Building Upgrade Phase 2 Contract at Robert Wolfe, 49 Union Avenue in the Amount Not to Exceed \$11,958.84 Bringing the Adjusted Contract Value from \$1,568,870.28 to \$1,580,829.12**

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-61/22-R

**TIMING:** Immediately

**DISCUSSION:** In August 2021, the Board of Commissioners approved Resolution #08-63/21-R authorizing contract award #PM-21-C-516 to Banton Construction in the amount of \$1,342,210.00 to continue to address health and safety concerns at Robert Wolfe. ECC/HANH performed Phase 1 health & safety work in building common areas under an earlier contract.

ECC/HANH authorized Change Order #1 extending contract time until June 24, 2022 to permit time for ECC/HANH to work with the architect and contractor to document field conditions that had changed from the time the apartments were initially assessed for the bid solicitation, two years prior. The field survey began with floors 5 through 8.

ECC/HANH also authorized Change Order #2 extending contract time until August 23, 2022 to similarly field survey and document changed conditions on floors 1 through 4.

Using unit costs included with the bid, ECC/HANH authorized Change Order #3 in the amount of \$131,066.44 for changed conditions on floors 5 through 8 and additional miscellaneous repairs throughout the building, with no further change in contract time. This change, under 10%, did not require Board approval and brought the adjusted contract value from \$1,342,210.00 to \$1,473,276.44.



ECC/HANH then authorized Change Order #4 for a no-cost contract time extension of sixty days, which did not require Board approval.

Additional modifications were documented on floors 1 through 4. At the October, 2022 Board meeting, ECC/HANH is presenting and recommending authorization of Change Order #5 for documented changed field conditions using contract unit costs in the amount not to exceed \$95,593.84 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days additional contract time.

ECC/HANH is now presenting Change Order #6 for additional abatement and repairs in unit #111 caused by water damage in the amount of \$4,315.68 and for additional mold abatement and kitchen repairs in unit #607 in the amount of \$7,643.16 for a combined Change Order #6 in the amount of \$11,958.84.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #6 in the amount not to exceed \$11,958.84 to Banton Construction contract #PM-21-C-516 bringing the adjusted contract value from \$1,568,870.28 to \$1,580,829.12.

FISCAL IMPACT: \$11,958.84

SOURCE OF FUNDS: CFP 2020; CFP 2021; CFP 2022

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION #10-61/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #6 TO BANTON CONSTRUCTION PHASE 2 BUILDING UPGRADE CONTRACT AT ROBERT WOLFE, 49 UNION AVENUE, IN THE AMOUNT NOT TO EXCEED \$11,958.84 BRINGING THE ADJUSTED CONTRACT VALUE FROM \$1,568,870.28 TO \$1,580,829.12**

**WHEREAS**, in August 2021, the Board of Commissioners approved Resolution #08-63/21-R authorizing contract award #PM-21-C-516 to Banton Construction in the amount of \$1,342,210.00 to continue to address health and safety concerns at Robert Wolfe; and

**WHEREAS**, ECC/HANH performed Phase 1 health & safety work in building common areas under an earlier contract; and

**WHEREAS**, ECC/HANH authorized Change Order #1 extending contract time until June 24, 2022 to permit time for ECC/HANH to work with the architect and contractor to document field conditions that changed from the time the apartments were initially assessed for the bid solicitation; and

**WHEREAS**, the field survey began with floors 5 through 8; and

**WHEREAS**, ECC/HANH also authorized Change Order #2 extending contract time until August 23, 2022 to similarly field survey and document changed conditions on floors 1 through 4; and

**WHEREAS**, using unit prices included with the bid, ECC/HANH authorized Change Order #3 in the amount of \$131,066.44 for changed conditions on floors 5 through 8 and miscellaneous repairs throughout the building, with no further change in contract time; and

**WHEREAS**, this change, under 10%, did not require Board approval; and

**WHEREAS**, ECC/HANH executed Change Order #4, a no-cost time extension of 60 days, which did not require Board approval; and

**WHEREAS**, at the October Board meeting, ECC/HANH is presenting and recommending authorization of Change Order #5 for documented changed field conditions using contract unit costs in the amount not to exceed \$95,593.84 bringing the adjusted contract value from \$1,473,276.44 to \$1,568,870.28 with 60 days additional contract time; and



**WHEREAS**, ECC/HANH is now presenting authorization of Change Order #6 for additional abatement and repairs in unit #111 caused by water damage in the amount of \$4,315.68 and for additional mold abatement and kitchen repairs in unit #607 in the amount of \$7,643.16 for a combined Change Order #6 in the amount of \$11,958.84; and

**WHEREAS**, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #6 as described above in the amount not to exceed \$11,958.84 to Banton Construction contract #PM-21-C-516 bringing the adjusted contract value from \$1,568,870.28 to \$1,580,829.12.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #6 to contract #PM-21-C-516 with Banton Construction Company in the amount not to exceed \$11,958.84 for additional abatement and repairs in unit #111 caused by water damage in the amount of \$4,315.68 and for additional mold abatement and kitchen repairs in unit #607 in the amount of \$7,643.16 for a combined Change Order #6 in the amount of \$11,958.84 bringing the adjusted contract value from \$1,568,870.28 to \$1,580,829.12 is hereby authorized.
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner





# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Robert T Wolfe Phase 2 - Apartments  
49 Union Avenue New Haven, CT 06519

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: January 18, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 006  
Date: October 4, 2022

**OWNER:** *(Name and address)*  
Housing Authority of New Haven  
360 Orange Street  
New Haven, CT 06511

**ARCHITECT:** *(Name and address)*  
Christopher Williams Architects LLC  
85 Willow Street  
New Haven, CT 06511

**CONTRACTOR:** *(Name and address)*  
Banton Construction  
339 Washington Avenue  
North Haven, CT 06473

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCO #18 Unit 111 Pipe Leak Repairs \$4,315.68  
PCO #19 Unit 607 Mold Abatement & Repairs \$7,643.16

The original Contract Sum was	\$	1,342,210.00
The net change by previously authorized Change Orders	\$	226,660.28
The Contract Sum prior to this Change Order was	\$	1,568,870.28
The Contract Sum will be increased by this Change Order in the amount of	\$	11,958.84
The new Contract Sum including this Change Order will be	\$	1,580,829.12

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be October 22, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Christopher Williams Architects LLC

ARCHITECT *(Firm name)*

SIGNATURE

Christopher Williams, Principal

PRINTED NAME AND TITLE

10/4/2022

DATE

Banton Construction

CONTRACTOR *(Firm name)*

SIGNATURE

James Nenninger, Vice President

PRINTED NAME AND TITLE

DATE

Housing Authority of New Haven

OWNER *(Firm name)*

SIGNATURE

Karen DuBois-Walton, President

PRINTED NAME AND TITLE

DATE



# **AIA® Document G701™ – 2017**

## **Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> Robert T Wolfe Phase 2 - Apartments 49 Union Avenue New Haven, CT 06519	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: January 18, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 006 Date: October 4, 2022
<b>OWNER:</b> <i>(Name and address)</i> Housing Authority of New Haven 360 Orange Street New Haven, CT 06511	<b>ARCHITECT:</b> <i>(Name and address)</i> Christopher Williams Architects LLC 85 Willow Street New Haven, CT 06511	<b>CONTRACTOR:</b> <i>(Name and address)</i> Banton Construction 339 Washington Avenue North Haven, CT 06473

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

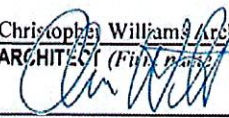
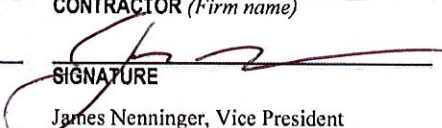

PCO #18 Unit 111 Pipe Leak Repairs \$4,315.68  
PCO #19 Unit 607 Mold Abatement & Repairs \$7,643.16

The original Contract Sum was	\$	1,342,210.00
The net change by previously authorized Change Orders	\$	226,660.28
The Contract Sum prior to this Change Order was	\$	1,568,870.28
The Contract Sum will be increased by this Change Order in the amount of	\$	11,958.84
The new Contract Sum including this Change Order will be	\$	1,580,829.12

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be October 22, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### **NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Christopher Williams Architects LLC</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Banton Construction</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>Housing Authority of New Haven</u> <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Christopher Williams, Principal <b>PRINTED NAME AND TITLE</b>	James Nenninger, Vice President <b>PRINTED NAME AND TITLE</b>	Karen DuBois-Walton, President <b>PRINTED NAME AND TITLE</b>
10/4/2022 <b>DATE</b>	10-5-22 <b>DATE</b>	<b>DATE</b>



**PCO #018**

Banton Construction Company  
339 Washington Avenue  
North Haven, Connecticut 06473  
Phone: (203) 234-2353  
Fax: 203-234-0010

**Project:** - 2102-Robert Wolfe Phase 2  
49 Union Ave  
New Haven, Connecticut

**Prime Contract Potential Change Order #018: CE #038 - Pipe Leak Unit 111**

<b>TO:</b>	Elm City Communities	<b>FROM:</b>	Banton Construction 339 Washington Ave North Haven, Connecticut 06473
<b>PCO NUMBER/REVISION:</b>	018 / 0	<b>CONTRACT:</b>	1 - 2102-Robert Wolfe Phase 2 Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Spencer Segui (Banton Construction)
<b>STATUS:</b>	Approved	<b>CREATED DATE:</b>	7/29/2022
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	<del>\$7,560.00</del> 7,518.52

**POTENTIAL CHANGE ORDER TITLE:** CE #038 - Pipe Leak Unit 111**CHANGE REASON:** Design Development**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract Is Changed As Follows)CE #038 - Pipe Leak Unit 111

Pipe leak coming from the bathroom tub in unit 111 was detected when entering the unit for performance. Banton has reached out to A team plumbing who will be performing the work for the leak in unit 111.

**ATTACHMENTS:**[estimate pipeleak.pdf](#)

#	Budget Code	Description	Amount
1	90-038.S 90-038.Subcontractor/Commitment	Pipe Leak	<del>\$7,000.00</del>
<b>Subtotal:</b>			<del>\$7,000.00</del>
8% GC OH&P (8.00% Applies to all line item types.):			\$560.00
<b>Grand Total:</b>			<del>\$7,560.00</del>

Christopher Williams (CW Architects LLC)  
85 Willow Street  
New Haven, Connecticut 06511

Elm City Communities

Banton Construction  
339 Washington Ave  
North Haven, Connecticut 06473

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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Elm City Communities/ Housing Authority New Haven/ Glendower Group  
360 Orange Street  
New Haven, CT 06511

Contract No. PM-21-C-487  
Project No. 2105  
Change Request No.

CONTRACTOR'S CHANGE ORDER PROPOSAL

Contractor Name: <u>Banton Construction</u>		Date: <u>08/11/22</u>	
Address: <u>339 Washington Ave</u>		Allowance	
<u>North Haven CT 06473</u>		Change Order	
Telephone No.: <u>(203) 234-2353</u>			

<b>SECTION A: CONTRACTOR WORK</b>	<b>HANH REVISIONS</b>
1. Total Contractor Labor (from Labor Worksheet)	\$0.00
2. Total Contractor Material (from Material Worksheet)	\$0.00
3. Total Contractor Equipment (from Equipment Expense Proposal)	\$0.00
4 SUBTOTAL (total lines 1 through 3)	\$0.00
5 Premium Portion of Overtime (from Labor Worksheet)	\$0.00
6 Under Special conditions as permitted by Owner: Gen.Conditions up to 6%	\$0.00
7 Contractor's Markup Combined Overhead and Profit (% of line 4)	\$0.00
8 CONTRACTOR TOTAL (Total lines 4, 5, 6 and 7)	\$0.00

<b>SECTION B: SUBCONTRACTOR WORK</b>	(From Subcontractor's Proposal - Use a separate form for each Sub)	
9. Names of Subcontractors:	Base Cost Only (Line D3)	up to 8% Markup (Line D4)
A. A Team Plumbing & Drain <b>3,700</b>	<b>6,481.48</b> <del>\$7,000.00</del>	<b>518.52</b> <b>296</b>
B.	\$0.00	\$0.00
C.	\$0.00	\$0.00
D.	\$0.00	\$0.00
10. TOTAL SUBCONTRACTORS' PROPOSALS	<b>\$7,000.00</b>	<b>518.52</b>
11. CM's/G Contractor's Markup on Subs' Cost (per Contract):		
11a. Overhead up to 2%	<del>\$148.00</del>	<b>129.63</b>
11b. Profit, Up to 6%	<del>\$420.00</del>	<b>388.89</b>
11c.	\$0.00	
12. Subcontractors' Premium Portion of approved Overtime	<del>\$7,560.00</del>	
13. SUBCONTRACTOR TOTAL		

<b>SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS (from Unit Price Worksheet)</b>	14. <b><del>\$7,560.00</del></b>
---	----------------------------------

<b>SECTION D: CONTRACTOR'S REQUESTED TOTAL</b>	Round Totals to Nearest Dollar
15. AMOUNT REQUESTED (Total lines 8, 13, and 14.)	<b>7,518.52</b>
Signature of Contractor's Authorized Representative _____ Date _____	
Print Name _____	Print name of Contact Person (if different) _____
Print Title _____	Phone No. (if different from above) _____

<b>SECTION E: CONSTRUCTION MANAGER'S/A/E REVIEW</b>		
I have reviewed the labor hours, material quantities and equipment and no exceptions are taken to the Proposal. see comments noted on proposal or below: _____		
By: _____		
Construction Manager/A/E _____	Date _____	Phone No. _____
Project Manager _____		
Construction Officer _____		

Credit Change Order Payment Lines Affected					
Line	Amount	Line	Amount	Line	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**3996**  
**179.92**  
**239.76**  
**4,315.68**  
*[Signature]*



New Haven, CT 06511

Change Request No. 

## CHANGE ORDER MATERIAL WORKSHEET



Elm City Communities/ Housing Authority New Haven/ Glendower Group  
360 Orange Street  
New Haven CT 06511

Contract No.	PM-21-C-487
Project No.	2105
Change Request No.	

## CHANGE ORDER LABOR WORKSHEET

Contractor Name:		A Team Plumbing & Drain		Date:		08/11/22	
Address:		1038 Middletown Ave					
		Northford, CT 06472					
Telephone No.:		475-414-0604					

STRAIGHT TIME LABOR AND PREMIUM PORTION OF OVERTIME (PPO)								ECC USE ONLY
Work Description	Trade	Straight Time Hours	Straight Time Rate	Overtime Hours	Overtime Rate	Straight Time Cost	PPO Cost	ECC Revisions
Liscensed Tech		20.00	\$215.00	80.00		\$4,300.00	\$0.00	1,600
Registered Apprentice		20.00	\$100.00	70.00		\$2,000.00	\$0.00	1,400
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
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						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
SUBTOTALS						\$6,300.00	\$0.00	3,000
TOTAL LABOR						\$6,300.00		

Labor Worksheet (05/20)





1038 Middletown Ave  
Northford, CT 06472  
(475) 414-0604  
ateamplumbing18@gmail.com

## Estimate

ESTIMATE#	82120264
DATE	07/20/2022
PO#	

CUSTOMER
Banton Construction Co. 49 Union Avenue New Haven CT 06519 (203) 996-3012

SERVICE LOCATION
Banton Construction Co. 49 Union Avenue New Haven CT 06519 (203) 996-3012

DESCRIPTION	Chip out concrete under tub to access existing drain, cut copper drain line to good pipe, attach new piping with new tub drain and new tub (current fixtures are already removed) Break down is as follows. Licensed tech \$215 per hour @20 hrs 4300.00. Registered apprentice 100 per hour @20 hrs 2000. Materials are as follows trip waste, 11/2 trap, 90's pvc, 45s pvc, bag of structolyte, Tub and shower valve, isolation valves, straps and miscellaneous- 700.00.
-------------	---

Estimate			
Description	Qty	Rate	Total
Remodel Remodel	1.00	7,000.00	7,000.00

CUSTOMER MESSAGE
P-1 288989

**Estimate Total:**

**\$7,000.00**

PRE-WORK SIGNATURE

Signed By:

--



**PCO #019**

Banton Construction Company  
339 Washington Avenue  
North Haven, Connecticut 06473  
Phone: (203) 234-2353  
Fax: 203-234-0010

**Project:** - 2102-Robert Wolfe Phase 2  
49 Union Ave  
New Haven, Connecticut

## Prime Contract Potential Change Order #019: CE #041 - Unit 607 Scope Change

<b>TO:</b>	Elm City Communities	<b>FROM:</b>	Banton Construction 339 Washington Ave North Haven, Connecticut 06473
<b>PCO NUMBER/REVISION:</b>	019 / 0	<b>CONTRACT:</b>	1 - 2102-Robert Wolfe Phase 2 Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Spencer Segui (Banton Construction)
<b>STATUS:</b>	Approved	<b>CREATED DATE:</b>	8/25/2022
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	<del>\$9,397.14</del> 9,491.30

**POTENTIAL CHANGE ORDER TITLE:** CE #041 - Unit 607 Scope Change

**CHANGE REASON:** Existing Condition

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract Is Changed As Follows)

CE #041 - Unit 607 Mold Abatement/Drywall Replacement/Cabinet Replacement

-In unit 607, mold was found on the existing drywall and cabinet base. Murdock has proposed to perform the abatement of removing asbestos drywall and abate mold, cabinet base removal at \$300, 1 small asbestos containment at 3,677, and the application of 2 coats antimicrobial solution at \$400 = \$4,377 is the total for scope of work.

-100 sq. ft. of drywall will be replaced at the cost of \$25 per foot=\$2,500. After drywall is installed, 100 sq. ft. of paint will be applied at \$7 per foot= \$700 total. Cabinet base cost = \$1,124.06. All drywall/paint installation along with cabinet base will be performed by Banton.

**ATTACHMENTS:**

[Evans Cabnet LLC\\_.pdf](#) , [Murdock Abatement Proposal.pdf](#) , [Wolfe phase 2 CO #3 signed.pdf](#)

#	Budget Code	Description	Amount
1	02-300.S Abatement- Small Containment.Subcontractor/Commitment	Mold Abatement	\$4,377.00
2	90-041.BC 90-041.Banton Cost	Drywall	\$2,500.00
3	90-041.BC 90-041.Banton Cost	Paint	\$700.00
4	90-041.BC 90-041.Banton Cost	Cabinet Base	\$1,124.06
<b>Subtotal:</b>			<del>\$8,701.06</del>
8% GC OH&P (8.00% Applies to Banton Cost and Subcontractor/Commitment.):			<del>\$696.08</del>
<b>Grand Total:</b>			<del>\$9,397.14</del>





**PCO #019**

Christopher Williams (CW Architects  
LLC)  
85 Willow Street  
New Haven, Connecticut 06511

Elm City Communities

Banton Construction  
339 Washington Ave  
North Haven, Connecticut 06473

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Elm City Communities/ Housing Authority New Haven/ Glendower Group  
360 Orange Street  
New Haven, CT 06511

Contract No. PM-21-C-516  
Project No. 2102  
Change Request No. 2

CONTRACTOR'S CHANGE ORDER PROPOSAL

Contractor Name: <u>Banton Construction</u>		Date: <u>09/06/22</u>
Address: <u>339 Washington Ave</u>		Allowance Change Order
<u>North Haven CT 06473</u>		
Telephone No.: <u>(203) 234-2353</u>		

<b>SECTION A: CONTRACTOR WORK</b>	<b>HANH REVISIONS</b>
1. Total Contractor Labor (from Labor Worksheet)	\$0.00
2. Total Contractor Material (from Material Worksheet)	<del>-\$0.00</del> <b>1124.05</b>
3. Total Contractor Equipment (from Equipment Expense Proposal)	\$0.00
4 SUBTOTAL (total lines 1 through 3)	<del>-\$0.00</del> <b>1124.06</b>
5 Premium Portion of Overtime (from Labor Worksheet)	\$0.00
6 Under Special conditions as permitted by Owner: Gen.Conditions up to 6%	\$0.00
7 Contractor's Markup Combined Overhead and Profit (% of line 4)	<del>-\$0.00</del> <b>89.92</b>
8 CONTRACTOR TOTAL (Total lines 4, 5, 6 and 7)	<del>\$4,324.06</del> <b>1213.98</b>

<b>SECTION B: SUBCONTRACTOR WORK</b>	<small>(From Subcontractor's Proposal - Use a separate form for each Sub)</small>	
9. Names of Subcontractors:	<small>Base Cost Only (Line D3)</small>	<small>up to 8% Markup (Line D4)</small>
A. Murdock	\$4,377.00	<b>350.16</b>
B.	\$0.00	\$0.00
C.	\$0.00	\$0.00
D.	\$0.00	\$0.00
10. TOTAL SUBCONTRACTORS' PROPOSALS	\$0.00	
11. CM's/G Contractor's Markup on Subs' Cost (per Contract):		
11a. Overhead up to 2%		<del>\$174.00</del> <b>87.54</b>
11b. Profit, Up to 6%		<del>\$622.08</del> <b>262.62</b>
11c.		\$0.00
12. Subcontractors' Premium Portion of approved Overtime		\$0.00
13. SUBCONTRACTOR TOTAL		<del>\$696.08</del> <b>5077.32</b>

<b>SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS (from Unit Price Worksheet)</b>	14. <del>\$4,377.00</del> <b>3200.00</b>
---	--

<b>SECTION D: CONTRACTOR'S REQUESTED TOTAL</b>	<small>Round Totals to Nearest Dollar</small>
15. AMOUNT REQUESTED <small>(Total lines 8,13, and 14.)</small>	<del>\$9,997.14</del> <b>9491.30</b>
Signature of Contractor's Authorized Representative _____ Date _____	
Print Name _____ Print name of Contact Person (if different) _____	
Print Title _____ Phone No. (if different from above) _____	

<b>SECTION E: CONSTRUCTION MANAGER'S/A/E REVIEW</b>		
I have reviewed the labor hours, material quantities and equipment and no exceptions are taken to the Proposal. see comments noted on proposal or below: _____		
By: _____		
Construction Manager/A/E	Date	Phone No.
Project Manager		
Construction Officer		

<b>Credit Change Order Payment Lines Affected</b>					
Line	Amount	Line	Amount	Line	Amount



Elm City Communities/ Housing Authority New Haven/ Glendower Group	
360 Orange Street	Contract No. PM-21-C-516
New Haven, CT 06511	Project No. 2102
	Change Request No. 2

Contract No.	PM-21-C-516
Project No.	2102
Change Request No.	2

## CHANGE ORDER MATERIAL WORKSHEET

[illegible]

3,877



Elm City Communities/ HOUSING AUTHORITY NEW HAVEN/ Glendower Group  
360 ORANGE STREET  
NEW HAVEN, CT 06511

Contract Number **PM-21-C-516**  
Project Number **2102**  
Change Request No. **7**

UNIT PRICE WORKSHEET

Contractor Name: <b>Banton Construction</b>		Page Number: <b>1</b> of <b>1</b>		Date: <b>04/08/22</b>	
Address: <b>339 Washington Ave</b>					
<b>North Haven CT</b>					
Telephone Number: <b>203-234-2353</b>					
<b>FOR UNIT PRICES SPECIFIED IN THE CONTRACT DOCUMENTS</b>					
Spec. Section	Description	Quantity	Unit	Unit Cost	Total Cost
	Drywall	100	Sq. ft.	\$25.00	<b>\$2,500.00</b>
	Paint	100	Sq. ft.	\$7.00	<b>\$700.00</b>
					<b>\$0.00</b>
					<b>\$0.00</b>
					<b>\$0.00</b>
<b>A. TOTAL CONTRACT UNIT PRICE COSTS</b>					<b>\$3,200.00</b>
For Contractor Work or Subcontractor Work carry forward to Contractor's Proposal, Section C.					



## **MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, Ph.D., President

**RE:** Resolution Authorizing Contract Award to Anthem Blue Cross and Blue Shield for Dental and Vision Insurance Coverage

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-62/22-R

**TIMING:** Immediately

**DISCUSSION:** HANH's Broker / Agent of Record / Consultant, CBC Kane Partners, Inc. conducted a competitive procurement to identify a contractor to provide comprehensive Dental and Vision Insurance services for HANH employees. They received three (3) responses and upon completion of the review and evaluations of proposals, it was deemed by CBC Kane Partners, Inc. and concurred by HANH that Anthem Blue Cross and Blue Shield had submitted the most responsive proposals for HANH's Dental and Vision Insurance Coverage's. Anthem has quoted as follows:

- Dental coverage in the amount of \$127,398.00 for a one-year rate guarantee from November 1, 2022 and ending on September 30, 2023.
- Vision coverage in the amount of \$15,701.52 with a two (2) year rate guarantee for a total of \$31,403.04 commencing on November 1, 2022 and ending on September 30, 2024.

The purpose of this resolution is to approve a contract with Anthem Blue Cross and Blue Shield for the dental coverage commencing on November 1, 2022 and ending on September 30, 2023 in the amount of \$127,398.00 and for the vision coverage commencing on November 1, 2022 and ending on September 30, 2024 in the amount of \$31,403.04 for a total contract not-to-exceed amount of \$158,801.04.

**FISCAL IMPACT:** \$158,801.04 funds available.

**STAFF:** Iris M. Collazo, Vice President of Administration



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution #10-62/22-R**

**RESOLUTION AUTHORIZING CONTRACT AWARD TO ANTHEM BLUE CROSS AND BLUE SHIELD FOR HANH'S DENTAL AND VISION INSURANCE COVERAGE FOR A PERIOD OF NOVEMBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023 FOR THE DENTAL COVERAGE AND FOR A PERIOD OF NOVEMBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2024 FOR THE VISION COVERAGE IN AN AMOUNT NOT TO EXCEED \$158,801.04.**

WHEREAS, HANH's Broker / Agent of Record / Consultant, CBC Kane Partners, Inc., conducted a competitive procurement to identify a contractor to provide comprehensive Dental and Vision Insurance Coverage's; and

WHEREAS, CBC Kane Partners, Inc. received three (3) responses to this solicitation; and

WHEREAS, upon completion of the review and evaluations of proposals, it was deemed by CBC Kane Partners, Inc. that Anthem Blue Cross and Blue Shield had submitted the most responsive proposal for HANH's Dental and Vision Insurance Coverage's; and

WHEREAS, Anthem Blue Cross and Blue Shield quoted HANH's Dental coverage in the amount of \$127,398.00 for a one-year rate guarantee from November 1, 2022 and ending on September 30, 2023; and

WHEREAS, Anthem Blue Cross and Blue Shield quoted HANH's Vision coverage in the amount of \$15,701.52 with a two (2) year rate guarantee for a total of \$31,403.04 commencing on November 1, 2022 and ending on September 30, 2024; and

WHEREAS, This resolution is asking for Board approval to enter into a contract with Anthem Blue Cross and Blue Shield for a total contract not-to-exceed amount of \$158,801.04.

WHEREAS, ECC/HANH seeks to enter into a contract with Anthem Blue Cross and Blue Shield to provide Dental and Vision Insurance Coverage's for its employees.

NOW, THEREFORE, BE IT RESOLVED BY THE. BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. The contract with Anthem Blue Cross and Blue Shield for comprehensive Dental insurance coverage commencing on November 1, 2022 and ending on September 30, 2023 in the amount of \$127,398.00 and for the Vision insurance coverage commencing on November 1, 2022 and ending on September 30, 2024 in the amount of \$31,403.04 for a total contract not-to-exceed amount of \$158,801.04 be and hereby is authorized.
2. The President be and hereby is authorized, empowered, and directed to execute and deliver the agreement, in substantially the form as attached hereto, and to take any and all such actions as are necessary or appropriate or ancillary thereto.
3. This resolution shall take place immediately.



I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH LLP  
GENERAL COUNSEL

By: \_\_\_\_\_,  
Rolan Joni Young, Esq.  
A Senior Partner



**Dental Renewal for:**

# **New Haven Housing Authority**

**Group Number: 002237**

**Fully Insured**


**For the Period**  
**October 01, 2022 through September 30, 2023**

**Presented By**



Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Connecticut, Inc. An independent licensee of the Blue Cross and Blue Shield Association.

® Registered marks Blue Cross and Blue Shield Association.

  
Karen DuBois-Warnton  
President

9/29/2022  
Date



**New Haven Housing Authority**  
**Group Number: 002237**  
**Fully Insured**  
**Rate Sheet**  
**October 01, 2022 through September 30, 2023**

**ENROLLMENT**

Average Enrollment for the Experience Period	110
Employee Only	28
Employee + One	34
Family	41
Total Current Enrollment	103

**CURRENT RATES**

Employee Only	\$40.12
Employee + One	\$94.59
Family	\$115.07
Total Monthly Premium	\$9,057.29
Total Annual Premium	\$108,687.48

**FINAL RATE ACTION** **17.22%**

**RENEWAL RATES**

Employee Only	\$47.03
Employee + One	\$110.87
Family	\$134.88
Total Monthly Premium	\$10,616.50
Total Annual Premium	\$127,398.00
Broker Commission	5.00%

Renewal of your contract is predicated upon the assumption that your group continues to meet Anthem's underwriting guidelines. Payment of the renewal rates listed constitutes acceptance of this renewal offer. If you wish to cancel your contract with Anthem for any reason, we must have notification 15 days prior to the renewal date. It is not necessary to complete any paperwork or forms to continue your plan.

Anthem Blue Cross and Blue Shield reserves the right to revise the premiums or charges should the group request changes in their benefits, networks, or service level, or should the total enrollment or enrollment distribution by product, membership type, or location differ by 10% or more from the ending of the enrollment noted above. Minimum participation and contribution requirements must be maintained at all times to continue coverage.

This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.



**New Haven Housing Authority**  
**Group Number: 002237**  
**Fully Insured**  
**Dental Renewal Underwriting Analysis**  
**October 01, 2022 through September 30, 2023**

<b>I. AVERAGE ENROLLMENT FOR THE EXPERIENCE PERIOD</b>	110
<b>CURRENT ENROLLMENT</b>	103
<b>II. ANNUAL PREMIUM AT PRESENT RATES</b>	\$108,687
<b>III. BENEFIT ADJUSTMENT (Included in IV below)</b>	\$0
<b>IV. ANNUAL PROJECTED CLAIMS EXPENSE</b>	\$118,763
Experience Period: July 01, 2021 through June 30, 2022	
<b>V. PROJECTED RETENTION (INCLUDING PREMIUM TAX &amp; COMMISSION)</b>	\$28,769
<b>VI. PREMIUM REQUIREMENT BASED ON EXPERIENCE</b>	\$147,531
<b>VII. MANUAL/FORMULA PREMIUM REQUIREMENT</b>	\$102,710
<b>VIII. CREDIBILITY FACTORS</b>	
1. Experience credibility	55.08%
2. Manual credibility	44.92%
<b>IX. FINAL PREMIUM REQUIREMENT</b>	\$127,399
<b>X. PREMIUM PRODUCED BY CURRENT RATES</b>	\$108,687
<b>XI. CALCULATED RATE ACTION</b>	28.38%
<b>FINAL RATE ACTION</b>	17.22%

Anthem Blue Cross and Blue Shield reserves the right to revise premiums should the group request changes in their benefits, networks, or service level, or should the total enrollment or enrollment distribution by product, membership type, or location differ by 10% or more from the ending enrollment noted above. Minimum participation and contribution requirements must be maintained at all times to continue coverage.

Projected premium requirement includes broker commission

**Statement of Confidentiality**

This information is the property of Anthem Blue Cross and Blue Shield and its affiliates and may not be disclosed except to employees or duly authorized agents of New Haven Housing Authority without the express written permission of Anthem Blue Cross and Blue Shield and its affiliates.





September 27<sup>th</sup> 2022

Iris Rodriguez  
Vice President of Administration  
Housing Authority of New Haven  
360 Orange Street  
New Haven, CT 06510

Re: Dental and Vision Renewal November 1<sup>st</sup> 2022

Dear Ms. Rodriguez:

The following is a summary of the HANH dental and vision renewal from Anthem.

Anthem has sent the renewals for both the dental and vision, the dental and vision plan has completed the second year of a two-year rate guarantee. The initial renewal requested a 17.22% premium increase with a one-year rate guarantee. After requesting claims data, we prepared our underwriting analysis. For the first time in many years a premium increase was justified. After getting rate reductions for the past six years, the claims have caught up to the premium. The claims and administration ran over 100% of premium paid. You will see on page two of this report, the premium requested for 2022 – 2023 is a little less than the premium paid in 2016. We are attributing the increase in claims to the HEP plan that is in place for the Ct Partnership Plan. HEP requires dental visits and would coincide with the uptick in dental claims. There were also plan enhancements with the prior renewal to add Bridges, Dentures and Child Orthodontia as covered benefits which also added to the dental claims.

We sent the current Anthem plan information out for a market check, and we received proposals back from Delta Dental and Cigna Ct Partnership Plan.

The Delta plan was competitive, coming in 2% less than the current plan with similar benefits, but did not have a competitive Vision plan. The Ct Partnership Dental plan with Cigna was competitive cost wise but was not similar benefits wise and had limitations on annual maximums.





The current Anthem vision plan was given a rate pass, 0% change in premium with a two-year rate guarantee, all vision benefits remain the same with no changes.

Unless there are concerns with the current Anthem dental and vision plans, it is our recommendation to remain with the Anthem plans for the November 2022 renewal.

Please feel free to contact me with any questions.

Thank you,  
Fred Leone  
Corporate Benefit Consultants  
914 469 9440



# Specialty Renewal Rate Sheet

## NEW HAVEN HOUSING AUTHORITY

Group Number: 002237

October 1, 2022 Renewal

Product Type	Tier	Monthly rates					Commission
		Employee	Employee + Spouse	Employee + Child	Employee + Family	Rate Increase	
Vision Plan		Effective October 01, 2022 through September 30, 2024					
BLUE VIEW (45GH)	3-tier	Current Rate	\$6.47	\$11.32	\$11.32	\$18.12	
		Renewal Rate	\$6.47	\$11.32	\$11.32	\$18.12	0.00%
			$\begin{array}{r} \times 28 \\ \hline 181.16 \end{array}$	$\begin{array}{r} \times 34 \\ \hline 384.88 \end{array}$	$\begin{array}{r} \times 41 \\ \hline 742.42 \end{array}$	$= 1,308.94$ $\times 12$ <u>15,707.52</u> $\times 2$ <u>31,403.04</u>	

Renewal of your contract is predicated upon the assumption that your group continues to meet Anthem's underwriting guidelines. Payment of the renewal rates listed below constitutes acceptance of this renewal offer. If you wish to cancel your contract with Anthem for any reason, we must have notification 15 days prior to the renewal date.



Karen Dubois-Warnton  
President

9/29/2022

Date



## MEMORANDUM

To: Board of Commissioners

Date: October 18, 2022

From: Karen DuBois-Walton Ph.D., President

**Re: Resolution Authorizing an Agreement with the City of New Haven for Sharing of Employees of the Livable City Initiative (LCI) to conduct HCV/Section 8 Housing Quality Standard (HQS) Inspections for the period commencing October 1, 2022 and ending September 30, 2023 for an amount not to exceed \$363,550.00, with an option to extend for one (1) additional year**

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-63/22-R

**TIMING:** Immediately

**BACKGROUND:** In accordance with (24 CFR 982.404) PART 982, HANH must conduct Housing Quality Standards (HQS) inspections generally as follows:.

- Initial Inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.
- Bi-ennial and Tri-ennial Inspections for units according to the participant recertification cycle.
- Special Inspections. A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.

**DISCUSSION:** For several years, through an employee sharing agreement, ECC/HANH has contracted with the City of New Haven to share the time of certain City employees working in the City's Livable City Initiative (LCI) to conduct the required HQS inspections for the ECC/HANH. LCI conducts initial inspections on HCV/Section 8 units, inspects every HCV/Section 8 unit on a biennial or triennial schedule and conducts special inspections. ECC/HANH has implemented rent simplification policies that allow for self-certification of the correction of certain deficiencies. This initiative thereby reduces the number of inspections conducted.

Through this employee sharing arrangement, ECC/HANH utilizes 2.5 full time inspectors and 1.5 full time program administrators. The City of New Haven may only enter agreements for a period of one (1) year without Board of Alder authorization. Because the City and ECC/HANH have utilized this arrangement for several years, the authorization requested by the attached resolution is for one (1) year, with the President/Executive



Director being authorized to extend the term of the agreement for one (1) additional year upon confirmation from the City that the City has such authorization to so contract with ECC/HANH.

In accordance with the ECC/HANH Revised Procurement Policy, all contracts greater than \$150,000.00 inclusive of all optional years and all change orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners.

FISCAL IMPACT:   \$363,550.00 in HCV/Section 8 Funds in Year 1  
                          \$363,550.00 plus adjustment for increase in city employee costs in  
                          HCV/Section 8 Funds in Year 2

STAFF:             Coreen Toussaint  
                          Vice President of Housing Choice Voucher



**ELM CITY COMMUNITIES**  
**Housing Authority of The City Of New Haven**

**Resolution ##10-63/22-R**

**Resolution Authorizing an Agreement with the City of New Haven for Sharing of Employees of the Livable City Initiative (LCI) to conduct HCV/Section 8 Housing Quality Standard (HQS) Inspections for the period commencing October 1, 2022 and ending September 30, 2023 for an amount not to exceed \$363,550.00, with an Option to Extend for One (1) additional year.**

**WHEREAS**, the Housing Authority of the City of New Haven d/b/a Elm City Communities ("ECC/HANH") operates low-income housing programs with federal funds pursuant to the Housing Act of 1937, as amended; and

**WHEREAS**, in order to perform certain administrative work required by federal regulation in connection with the HCV/Section 8 Program ("HCV") including, but not limited to, HQS inspections, ECC/HANH requires the services of an outside service provider for the purpose of inspecting HCV/Section 8-assisted housing units located in the City of New Haven to confirm conformance with Section 8 HQS standards; and

**WHEREAS**, the City of New Haven (the "City") Livable City Initiative ("LCI"), in the normal course of its business, employs individuals who conduct these inspection services for the City; and

**WHEREAS**, the City and ECC/HANH agree that it would be advantageous to ECC/HANH and the City for ECC/HANH to utilize the City's employees to conduct the required Section 8 HQS inspections; and

**WHEREAS**, ECC/HANH and the City do each desire to set forth the terms and conditions pursuant to which t ECC/HANH shall utilize the services of certain employees of the City to conduct the HQS inspection services and reimburse the City for the employee costs related thereto; and

**WHEREAS**, the City may only enter agreements for a period of one (1) year without Board of Alder authorization; and

**WHEREAS**, because the City and ECC/HANH have utilized this arrangement for several years, the authorization requested by this resolution is for one (1) year, with the President/Executive Director being authorized to extend the term of the agreement for one (1) additional year upon confirmation from the City that it has such authorization to so contract with ECC/HANH; and

**WHEREAS**, in accordance with the ECC/HANH Revised Procurement Policy, all contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**



1. The execution and delivery of an agreement with the City of New Haven for the period commencing October 1, 2022 and terminating September 30, 2023 for the purpose of sharing City of New Haven Livable City Initiative employees to conduct Section 8 HQS Inspections be and hereby is authorized and directed; and
2. The expenditure of \$363,550.00 in connection with the cost of sharing the City employees as outlined above in connection with the purposes of this resolution be and hereby is authorized and directed; and
3. The President/Executive Director be and hereby is authorized, empowered and directed to negotiate, execute and deliver an agreement with the City of New Haven for sharing of City of New Haven LCI employees to conduct the Section 8 HQS inspections, upon such terms and conditions as the President/Executive Director determines, in consultation with legal counsel to ECC/HANH, necessary and appropriate and in the best interests of ECC/HANH, and to expend such funds in the amount as set forth hereinabove; and
4. Upon receipt of confirmation from the City of New Haven that it is so authorized, the President/Executive Director be and hereby is authorized, empowered and directed to extend the term of the agreement with the City for one (1) additional year, upon such terms and conditions as the President/Executive Director determines, in consultation with legal counsel to ECC/HANH, necessary and appropriate and in the best interests of ECC/HANH, including the expenditure of such funds in the additional amount not to exceed \$363,550.00 in connection therewith; and
5. The President/Executive Director be and hereby is authorized, empowered and directed to take any and all such action ancillary and related to the foregoing, and to execute and deliver such agreements, documents and other instruments as necessary and appropriate to effectuate the purposes Resolution.
6. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
President/Executive Director

\_\_\_\_\_  
Date

REVIEWED BY:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner



**AGREEMENT FOR**  
**HCV/SECTION 8 INSPECTION SERVICES**

**ECC CONTRACT NUMBER:**

**CITY CONTRACT NUMBER:**

**THIS AGREEMENT FOR HCV/SECTION 8 INSPECTION SERVICES** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 and is effective on October 1, 2020 by and between the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of Connecticut General Statutes with a business address located at 360 Orange Street, New Haven, Connecticut 06510 (the "Authority" or "ECC") and the City of New Haven, a municipal corporation existing under the laws of the State of Connecticut, with an office located at 165 Church Street, New Haven, Connecticut 06510 (the "City").

**WITNESSETH:**

**WHEREAS**, the Authority operates low-income housing programs ("Programs") with Federal funds pursuant to the National Housing Act of 1937, as amended ("Act") and is currently constructing and modernizing its housing projects under said Act; and

**WHEREAS**, in order to perform administrative work, including, but not limited to, inspections and other related functions in the Programs, the Authority requires inspections of HCV/Section 8-assisted housing units located in the City of New Haven for compliance with the Housing Code of the City of New Haven and the Housing Quality Standards required by the Act; and

**WHEREAS**, the City, in the normal course of its business, employs individuals who perform for the City the services desired by Authority as defined in this Agreement; and

**WHEREAS**, the City and Authority agree that it would be advantageous to the Authority and the City for the Authority to share with the City the services of certain of the City's employees to perform the services defined pursuant to this Agreement; and

**WHEREAS**, the Authority and City do each desire to set forth the terms and conditions pursuant to which Authority shall share the services of certain employees of the City and reimburse the City for the costs related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree and covenant as follows:

1. In the performance of this Agreement, the Authority and the City shall comply with all rules, regulations, orders and statutes of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") applicable to the Programs under the Act, which are deemed incorporated herein by reference.



2. The City shall perform and provide to the Authority those services as set forth in the Scope of Services in **Schedule A and Schedule B** attached hereto and incorporated herein by this reference (the "Services"). All work performed pursuant to this Agreement shall be performed by the City's employees who are classified as "Housing Code Inspector" as assigned to the Livable City Initiative Bureau ("LCI") of the City of New Haven.
3. In consideration of the provision of the Services in accordance with **Schedule A and Schedule B**, the Authority shall reimburse the City in accordance with the provisions of Section B and Section C to Schedule A.
4. The City shall utilize ECC Inspection Software for all inspections performed pursuant to this Agreement. Said software shall be used in connection with the hand-held computer inspection equipment (the "Equipment") provided by the City to the Housing Code Inspectors.

As part of ECC's migration to Elite Mobile Inspection Platform ("Elite"), ECC shall provide training, hardware and software support to LCI's Housing Code Inspectors and administrative personnel, as needed. ECC through its IT Department shall assist the City in the resolution of any IT/system issues related to Elite. Additionally, ECC, acting by and through its IT Department, shall endeavor to make changes to the Elite database, reporting templates and forms to increase the efficiency and effectiveness of the Elite platform for LCI staff.

5. The City shall submit to the Authority monthly invoices for reimbursement, as specified in **Schedule A**, upon completion of the Services in a form reasonably satisfactory to the Authority. Payment shall be made no later than forty five (45) calendar days after receipt of each invoice.
6. The City shall perform all Services under this Agreement in accordance with the time periods established in **Schedule A and Schedule B**.
7. This Agreement shall terminate on September 30, 2024 subject to the Authority's and City's termination rights as set forth in paragraph 12 of this Agreement. This Agreement may be renewed for up to one additional period of one (1) year, upon the terms and conditions set forth herein, by mutual agreement of Authority and City.
8. The Authority shall not be liable for any damage or injury to the person or property of the City, the City's employees, agents, partners or representatives except in case of the Authority's negligence. The City shall function as an independent contractor and will be responsible for providing insurance coverage for its own employees to the extent that the City deems necessary.
9. This Agreement, the Exhibit and Schedules attached hereto, and the statutes, rules and regulations incorporated by reference, constitute the entire agreement between the parties. No oral or written statements, assurances, or promises made prior to the execution of this Agreement shall be legally binding on any party.



10. This Agreement shall not be changed, altered, modified or amended by the parties, except in writing and executed by all parties.
11. Neither the City nor the Authority shall assign this Agreement or subcontract any of the Services to be provided under this Agreement to other persons, partnerships, companies or corporations without the prior written approval of the non-assigning party.
12. The Authority or the City may terminate this Agreement at any time and for any reason by giving written notice of at least ninety (90) business days to the attention of the Authority or the City as the case may be. Upon termination, for any reason other than breach of this Agreement by the City, the Authority shall pay for Services satisfactorily performed in accordance with this Agreement.
13. Except as may be otherwise limited by applicable Freedom of Information laws, all reports, information, data, etc., furnished to or prepared, assembled or used by the City under this Agreement are confidential, and the City agrees that such reports, information, data, etc., shall not be made available to any individual or organization without the prior written approval of the Authority. The prior written approval of the Authority shall be required before the City or any of its employees, servants, agents or independent contractors may, at any time, either during or after completion or termination of this Agreement, make statements to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement, it being the specific intent that the entire work of the City under this Agreement is the sole and exclusive property of the Authority.
14. This Agreement shall be governed by the laws of the State of Connecticut and the United States.
15. Capitalized terms not otherwise defined hereunder, including the Exhibits and Schedules hereto, shall have the meaning ascribed to them by HUD regulations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the parties have set their hand and seal as of the date first hereinabove written.

CITY OF NEW HAVEN

HOUSING AUTHORITY OF THE CITY  
OF NEW HAVEN

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

Mayor

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

Karen DuBois-Walton  
President

Approved as to form and correctness:

CITY OF NEW HAVEN  
OFFICE OF THE CORPORATION  
COUNSEL

McCARTER 7 ENGLISH, LLP.  
GENERAL COUNSEL

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

John R. Ward  
Special Counsel to Economic Development

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

Rolan Joni Young Smith, Esq.  
Partner

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## **SCHEDULE A**

### **SCOPE OF WORK AND PAYMENT SCHEDULE**

#### **A. Scope of Work**

1. The City shall perform ECC HCV/Section 8 Program inspections as assigned by the Authority's Vice President, Housing Choice Voucher or his/her designee (the "Inspections") to determine whether a unit satisfies Housing Quality Standards ("HQS").. Inspections can be completed in-person, virtually or through self-certification. The City shall conduct the Inspections which shall include inspections required for initial inspections, biennial and triennial inspections, special inspections (i.e. landlord and participant complaints, etc.), and follow-up inspections related to HQS compliance. ECC shall not reimburse for follow-up inspections related to Housing code violations that are not HQS non-compliance items. (For the purposes hereof, all references to ECC's HCV/Section 8 Program shall include the Tenant Based Housing Choice Voucher, Single Room Occupancy/Moderate Rehabilitation, Veteran Affairs Supportive Housing (VASH), Project Based Housing Choice Voucher (PBV) Programs and Rental Assistance Demonstration (RAD/PBV). LCI must use ECC's Elite system to schedule and document all inspections within 24 hours of the scheduled inspection. LCI Inspectors will use a handheld tablet to conduct inspections and upload inspected units to the Elite software with 24 hours after the inspection. ECC shall have access to the electronic data and completed inspection reports and LCI shall deliver the original inspection booklets to ECC for all inspections performed in accordance with this Agreement until such time as all of the inspections and subsequent reports can be processed and accessed electronically through the Elite System.

The Authority and the City agree that City shall complete the Inspections in accordance with the following schedule:

#### **Submission and Delivery Schedule**

<b>Activity</b>	<b>Period</b>	<b>Due Date (to CITY)</b>	<b>Responsible Party</b>
Initial Inspection Requests to City	Continuous	5th of the month	ECC
Emergency/Special Inspection Requests	Continuous	24 hours	ECC
Emergency /Special Scheduling & Inspections	Continuous	inspections need to be scheduled/ completed within 24 hrs. of receipt of notification from ECC  Special inspection	CITY



		needs 10 business days	

2. ECC established a self-certification for units that have failed an inspection for deficiencies related to items that are not considered health and safety items. This process allows for landlords and tenant to self-certify that the Landlord and/or Tenant has corrected all deficiencies listed in the inspection report and outlined in the attached Schedule B. Units that fail the HQS Inspection for health and safety deficiencies (as defined in Schedule B) are subject to re-inspection by the City for compliance.

In the event the landlord or the tenant fail to provide LCI with the completed self-certification forms signed by both the landlord and tenant, the failed unit will go into abatement. In such instances LCI shall not be required to perform an additional HQS inspection on a unit that fails for deficiencies related to items that are not considered health and safety items and the unit will be referred back to ECC.

The City will also prepare and forward all pertinent data relative to the abatement process. Once a unit has failed two (2) inspections, two (2) no entries or one (1) fail and (1) no entry and the City has entered the information into Elite, the unit will automatically go into abatement, in the case of owner responsibility. The aforementioned process does not apply to units that fail for deficiencies related to items that are not considered life and safety items. In these instances, unless otherwise directed by ECC, the unit may be placed into Abatement after one (1) failed inspection, and failure to meet the self-certification requirements established in Schedule B for non-health and safety deficiencies. All manually entries into Elite must be completed by the following business day at noon following the inspection.

3. The City shall schedule the Inspections and shall send notification in writing by U.S. mail or, when available, by electronic mail to both the landlord and the tenant of the scheduled inspection. The City will provide the Authority with access to the inspection schedule thru the Elite System. The Authority may verbally request that the City schedule an Inspection within a shorter timeframe if necessary, as determined by the Authority, in its sole and absolute discretion. The City shall use its best efforts to perform such inspections within the requested timeframe.

4. Copies of the inspection reports shall be provided by the City to ECC biweekly and a report and invoice will be provided monthly.

5. The City agrees to use ECC issued handheld devices and software system which provides Form HUD-52580-A entitled "Inspection Form" when conducting inspections and Form HUD-52580 entitled "Inspection Checklist". The City must complete all items on Form HUD-52580-A through ECC handheld device and software system.



6. Each month, ECC's designee, will conduct Quality Control inspections to ensure that LCI conducted inspections are compliant to HUD regulations. These inspections are a review of the City's conformance to HUD procedures.

7. The City shall use its best efforts to perform up to fifteen (15) inspections per day/per two assigned inspectors. The parties recognize that scheduled inspections may be cancelled by the tenant and/or landlord involved and that tenants and/or landlords may not show up for scheduled appointments. The City will reschedule other inspections for the time period covered by the cancelled inspections or the no-show appointments within ten (10) days of the original inspection date.

8. If a unit fails an inspection, the City shall send a notice of the failed deficiencies within 72 hours to the owner and/or tenant for corrective action to be taken within fifteen (15) days of the date of the failed inspection. The notice will include the list of deficiencies and a self-certification form or a reinspection date for the health and safety items, within fifteen (15) days of the failed inspection date. The City shall send notice of a re-inspection date within seventy-two (48) hours of a no entry inspection. The final inspection shall be automatically scheduled by the City within 48 hours of a second fail or a second no entry inspection and/or abatement. The final inspection shall be conducted by the City within fifteen (15) business days of the second fail or second no entry inspection and/or abatement. There will be no more than three (3) inspections per tenant/landlord in the case of failed inspections and/or abatement.

9. The City shall use ECC's Elite System to maintain an appropriate database of inspection records to provide the Authority with information regarding the status of all inspection work. All inspections MUST be entered into Elite with 24hrs after the inspection was conducted.

10. At no additional cost to the Authority, the City shall participate in workshops, which participation shall include but not be limited to presenting at such workshops, Landlord Symposiums and Workshops.

## B. Reimbursement

1. The Authority will reimburse the City, for the City's cost of employing two and 5/10 (2.5) full time inspectors (the "Inspectors") and one and 5/10 (1.5) full time program administrators (the "Administrators") to perform all ECC Housing Choice Voucher Program inspections, in the aggregate amount of Three Hundred Sixty Three Thousand, Five Hundred and Fifty Dollars (\$363, 550.00) for the year 2020 – 2021. Thereafter, for the years 2021-2022, 2022-2023 and 2023-2024, the reimbursement payable by the Authority hereunder shall be equal to the sum of Three Hundred Sixty Three Thousand Five Hundred and Fifty (\$363,550.00) Dollars and Zero Cents plus any increase in the cost to the City of employing the Inspectors and the Administrators for the year in question.



2. The amount of the contract assumes that ECC will reimburse LCI for its program delivery costs associated with its management of the ECC HCV/Section 8 Program. In instances where program delivery costs, exceed the cost assumptions as projected by LCI and ECC, LCI shall have the right to request additional reimbursements for the following items and activities: copying / reproduction costs; postage and mailings, mileage reimbursements, HUD certification and training requirements, telephone and internet connection charges. Unless otherwise agreed to by ECC the following expenses are ineligible additional reimbursement expenses: salaries, overtime, vehicle repair costs, equipment replacement.

C. Payment Schedule

1. The City will submit an invoice on a monthly basis for 1/12th of the annual contract amount. All invoices shall be hand delivered to the Vice President of Housing Choice Voucher Program along with a summary of the inspection activities during the period and the inspection booklets (until such time as all of the inspection results are available through the Elite mobile inspection platform) and mailed to:

**ECC  
Accounts Payable Division  
PO BOX 1870  
New Haven, CT 06508-1870**

2. Payments will be mailed within 45 days of the invoice date or 45 days from receipt of invoice, whichever is later, so long as ECC is provided with the goods/services specified in the format specified by ECC, along with an original invoice submitted to **Accounts Payable PO Box 1870, New Haven, CT 06508-1870.**

3. The City shall provide ECC with all the required inspection and resident data necessary to generate monthly reports. All required information will be entered into the Authority's Elite Data Management System including all pass/fail inspections and no entry visits. From the submitted information, the Authority should be able to complete the reporting documents outlined below. The City will provide any additional information as requested.



## SCHEDULE B

### TENANT OWNER SELF CERTIFICATION PROCESS AND REQUIREMENTS

1. In accordance with ECC's MTW Plan and Rent Simplification Policy, ECC will no longer inspect every HCV/Section 8 unit annually. ECC will inspect each unit biennially for families and triennially for elderly/disabled families. The HQS inspections will coincide with the participant's biennial or triennial recertification schedule. ECC will also allow a self-certification process for failed inspection for deficiencies related to items that are not considered health and safety items. Landlords and participants will be able to self-certify and submit documentation of correction of deficiencies

2. List of Deficiency / Fail Items Not Eligible for Self-Certification

The following tables outlines fail items that are not eligible for self-certification by the landlord and tenant. If LCI determines that a Failed Inspection is the result a one-or more of these conditions, than it is not eligible for self-certification by the tenant and landlord.

<b>General Safety/Fire Safety</b>	
No Carbon Monoxide Detectors	Missing/Defective
No Smoke Detectors	Missing/Defective
Sprinkler system not working	When sprinkler system required
Emergency Lights not working	
Obstructed egress	Common halls, fire escapes, windows
Combustibles – Gasoline tanks and other small engines	In mechanical rooms, basement or other small buildings attached to house/building
Mechanicals missing emergency release valve (and downspout)	On water heater/boiler and steam boiler
Chimney	Leaning or missing bricks
Chimney Flue	Needing to be sealed or obstructed
Stairs (interior and exterior)	Loose or missing handrails, loose, missing or broken parts
Missing or defective structural members	
<b>Electrical</b>	
No Electricity	
Defective electrical wiring	
Defective electrical outlets	
Defective or missing blanks in electrical breaker panel	
Defective or missing light fixtures	
Mixed wiring	Not to include house meters



Missing light switch	
Missing outlet covers	
No lights in any area	Including, but not limited to common areas, basement and exterior
<b>Interior</b>	
Holes in floor causing a risk of injury	
Defective flooring causing a tripping hazard or risk of splinters	
Ceiling in danger of collapse	Throughout unit and including porches and other exterior surfaces
Excessive mold and dampness on walls	Including but not limited to unit, common areas and basement
Severe buckling, bulging or leaning walls	
Loosely hanging cabinets	
No Heat or insufficient heat	
<b>Infestation</b>	
Bedbugs	Must provide treatment plan

The determination of whether a unit passes or fails is at the sole discretion of the City. The City shall inspect for HQS compliance and pass/fail a unit in accordance. In addition to items list above, units may be cited because they are not in compliance with City of New Haven Housing Code Ordinances and other applicable and approved City and State ordinances concerning property management, health and building conditions. Landlords will be responsible for addressing housing code compliance issues directly with LCI. Should a unit pass HQS but be cited for other issues, LCI shall communicate this to ECC and ECC in turn will alert the HCV participant of the findings.

Reinspection's will only be scheduled to address to Health and Safety Concerns. All other deficiencies, whether HQS or Code Enforcement will be eligible for the Self-Certification process.

### 3. List of Fail / Deficiency Eligible for Self-Certification

The following deficiencies will cause a unit to fail HQS, but are considered not life-threatening. Owner and tenants will be able to abate such deficiencies and provide LCI with Self-Certification form within the allotted time.

#### **Exterior**

- High Grass
- Trash
- Doorbell not working
- Missing or deteriorated gutters and/or downspouts
- Defective exterior surfaces



- i.e.: mildew, cracks in boards, loose boards
- Chimney
  - Re-pointing needed

### **Walls (interior and exterior)**

- Small or shallow holes, less than 8" x 12"
- Loose or missing parts
- Unpainted surfaces
- Loose or broken wood or other panels

### **Kitchen/Bathroom**

- Minor faucet leaks
- Slow drains
- Defective floor covering, if not a cutting or tripping hazard
- Worn floor covering
  - i.e.: peeling tiles, or stained carpets

### **Apartment Doors**

- Not weather tight
- Missing peep hole

### **Other Room Doors**

- Broken
- Missing
- Cracked
- Missing or defective hardware
- Ill-fitted bedroom doors

### **Appliances**

- Refrigerator
  - Broken or missing handle
  - Broken seal
  - Dirty
- Stove
  - Dirty

### **Plumbing**

- Toilet
  - Water runs constantly
  - Loose Toilet
- Low water pressure
- Dripping faucets
- Slow drain
- Partially rusted or corroded faucet handles
- Absent or broken shower curtain rods
- Deteriorated grout
- Mildew

### **Other**

- Trash in hallways
- Windows not weather tight
- Vents where required, not working = i.e.: kitchen/bathroom



- Minor cracks on window panes
- Splinter on window frames
- Missing or deteriorated window screens
- Minor rotting on frames
- Loose window panes = missing putty
- Cracked ceiling plaster
- Cracked sheet rock boards
- Unpainted walls and ceilings
- Defective or stained ceiling tiles
- Water Stains
- Dirty or stained surfaces
- Lack of wallpaper or stained wallpaper
- Lack of paint or cosmetic conditions
- Stained or shredded carpeting, unless a tripping hazard
- Carpet odors
- Missing or broken cabinet doors
- Defective countertops
- Deteriorated basement windows

#### 4. Landlord – Tenant Self-Certification Process

The following section outlines the self-certification process for inspections where the City has failed a unit for non-life safety HQS violations only. In these instances, it is the responsibility of the Landlord and the Tenant(s) to provide the City with the required self-certification documentation within the repair period confirming that the non-life safety repairs have been completed.

##### **Self-Certification Process**

<b>Step</b>	<b>Activity</b>
1	First Bi-Annual/Tri-Annual LCI HQS Inspection – <b>Result - Self Certification - Fail</b>
2	LCI Send out Non-Life Safety Fail Notice with Certification Information
3	Landlord / Tenant have 15 days from date of letter to correct deficiencies send submit self-certification to LCI
4	If LCI does not receive the self-certification within 15 days, the inspection will be considered to have failed a second time and will go into abatement, the 1st day of the following month ( <b>Self Certification – 2<sup>nd</sup> Fail Abatement</b> ) . LCI shall send out Failure to Receive Certification Notice (Final Fail Notice)



	no more than 15 days after original Non-Life Safety Fail Notice sent to Owner/Tenant if not received.
5	If LCI does not receive the self-certification within 25 days from the date of the original HQS Failed Inspection Letter, LCI will process Non-Life-Safety <b>Self Certification Final Fail Termination</b> in Elite. The HAP contract will be terminated and the Tenant will need to move or can remain in the unit if the Landlord/Tenant agree to a new Lease and HAP contract and Initial inspection.
6	NOTE: Unit put into Abatement – no retroactive or additional payments will be made



5. Landlord – Tenant Self-Certification Compliance Timetable (fail)

- a. Landlord/Tenant will have 15 days from date of Fail Letter to satisfy deficiencies and provide LCI with fully executed Self-Certification Documents.
- b. Failure to Receive Certification Notice sent out 15 days after or

Notice of Failure sent to Tenant/Landlord by LCI	1
Correction of deficiency(s) and Self-Certification Due to LCI	2 – 15 (first opportunity)  16-25 (second opportunity)
Abatement pending receipt of Self-Certification Documents	26 - 30

6. Extension Requests for Completing Self-Certification Requirements

The Landlord and the Tenant are entitled to request and receive one (1) thirty (30) day extension to complete the repairs and submit the completed self-certification documents to the ECC through the LCI Department of the City of New Haven. All requests for extension must be submitted in writing and received at least three (3) days in prior to the end of the repair period. ECC or its designee has the right to decline an extension requests. In these instances, Landlord and Tenant are required to complete the repairs and submit the certification documents as required. Failure to comply may result in the property being put into Abatement.

7. Self- Certification Pass

Approved Self-Certification Forms will be added to the unit inspection file and submitted to ECC for its records. LCI will not send the landlord(s) or tenant(s) a letter indicating that the property has passed its HQS Inspection requirements unless requested from ECC.

8. Self -Certification Fail

If the City or its designee fails to receive the completed Self-Certification documents within the Repair Period or the documentation fails to demonstrate that the issue was abated, the property will be issued a Final Fail and put into abatement, unless the Landlord and Tenant requested and are approved for a one (1) time extension to complete the non-life safety issues that were identified.

9. Special Inspections – Eligible for Self Certification



The resolution of a fail item or deficiency that is the result of a special inspection, as determined by/designated by ECC is eligible to go through the Self-Certification process.

10. Self-Certification Processing Requirements

1. Landlord and Tenant both must sign that Self-Certification Form

Failure to have both the landlord (and their designee) and the tenant execute the self-certification form will be considered fail, even if the fail items have been addressed.

2. Evidence that work has been completed i.e. (pictures, receipts, contracts, etc.)
3. Submission of the Self-Certification form with supporting documentation within the Compliance Period.







## MEMORANDUM

**To:** Board of Commissioners

**Date:** October 18, 2022

**From:** Karen DuBois-Walton, Ph.D., President

**Re: RESOLUTION AUTHORIZING CHANGE ORDER #1 IN THE AMOUNT OF \$47,149 FOR PRIOR EXPENDITURES AND RATIFYING CHANGE ORDER #2 FOR AN EXTENSION OF TIME FROM JULY 21, 2022 TO JULY 20, 2023 FOR FILE AND DOCUMENT SCANNING SERVICES BY A&A OFFICE BRINGING THE TOTAL CONTRACT AMOUNT FROM \$113,000 TO \$160,149**

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-64/22-R

**TIMING:** Immediately

**DISCUSSION:** HANH's HCV department has the responsibility to maintain tenant files. The HCV department began transitioning from paper files to an electronic file system. A&A Office, a UBEO Company, is under State contract #19PSX0006 for providing copying and scanning services.

ECC/HANH is pleased with the quality and efficiency of the work performed by A&A Office, a UBEO Company, to date. In order to complete the scanning of all HCV tenant folders, ECC/HANH is seeking approval of additional time and money detailed herein.

On July 21, 2022, ECC/HANH entered into a one-year contract with the A&A Office to scan paper files commencing July 21, 2021 to July 20, 2022 in the amount not to exceed of \$113,000.

ECC/HANH is requesting ratification of change order # 1 in an amount not to exceed of \$47,149 and change order #2 for an extension of time from July 21, 2022 to July 20, 2023 bringing the contract value from \$113,000 to a not to exceed amount of \$160,149.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. ECC-HANH staff is recommending that the Board of Commissioners approve this change order for the contract A&A Office, a UBEO company, to provide copy and scanning services for the HCV program.



FISCAL IMPACT: FY 22 \$113,000 – COVID Funds  
FY 22 \$47,149 Budgeted and Available

STAFF: Coreen Toussaint, Vice President of Housing Choice Voucher  
Programs



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**RESOLUTION # #10-64/22-R**

**RESOLUTION AUTHORIZING CHANGE ORDER #1 IN THE AMOUNT OF \$47,149 FOR PRIOR EXPENDITURES AND RATIFYING CHANGE ORDER #2 FOR AN EXTENSION OF TIME FROM JULY 21, 2022 TO JULY 20, 2023 FOR FILE AND DOCUMENT SCANNING SERVICES BY A&A OFFICE BRINGING THE TOTAL CONTRACT AMOUNT FROM \$113,000 TO \$160,149**

**WHEREAS**, HANH's HCV department has the responsibility to maintain tenant files. The HCV department began transitioning from paper files to an electronic file system. A&A Office, a UBEO Company, is under State contract #19PSX0006 for providing copying and scanning services; and

**WHEREAS**, ECC/HANH is pleased with the quality and efficiency of the work performed by A&A Office, a UBEO Company, to date. In order to complete the scanning of all HCV tenant folders, ECC/HANH is seeking approval of additional time and money detailed herein; and

**WHEREAS**, on July 21, 2022, ECC/HANH entered into a one-year contract with the A&A Office to scan paper files commencing July 21, 2021 to July 20, 2022 in the amount not to exceed of \$113,000; and

**WHEREAS**, ECC/HANH is requesting ratification of change order # 1 in an amount not to exceed of \$47,149 and change order #2 for an extension of time from July 21, 2022 to July 20, 2023 bringing the contract value from \$113,000 to a not to exceed amount of \$160,149; and

**WHEREAS**, in accordance with resolution 08-161/09-R approved by the Board of Commissioners on July 24, 2001, all contracts greater than \$150,000.00 must be approved by the Commissioners prior to execution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

- 1) Change Order #1 and #2 to contract to A&A Office, a UBEO Company in the amount not to exceed \$47,149 for document scanning bringing the contract from \$113,000 to a not to exceed amount of \$160,149 is hereby ratified.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.



I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph.D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Partner



**ASheet1 Office, a UBEO Company**

<b>Contract Name</b>	<b>Contract Begin Date</b>	<b>with 2 Year Options to Renew</b>	<b>Contract Amount</b>	<b>Original Contract Amount</b>	<b>Change Order</b>	<b>1st yr option</b>	<b>2nd yr option</b>	<b>Reason</b>	<b>Amount</b>	<b>Total Contract not to Exceed</b>
<b>A&amp;A Office, a UBEO Company</b>	<b>7/21/2021</b>	<b>YES</b>	<b>\$113,000.00</b>	<b>\$113,000.00</b>						
					<b>#1</b>			<b>Ratification for additional funding to pay unpaid invoices.</b>	<b>\$47,149.00</b>	<b>\$160,149.00</b>
					<b>#2</b>	<b>Contract extention 7/21/22-7/20/23</b>		<b>Additional File and document scanning services</b>	<b>\$0.00</b>	<b>\$0.00</b>



ASheet1 Office, a UBEO Company

Contract Name	Contract Begin Date	with 2 Year Options to Renew	Contract Amount	Original Contract Amount	Change Order	1st yr option	2nd yr option	Reason	Amount	Total Contract not to Exceed
					#3	7/21/2022		Additional File and document scanning services	\$100,000.00	\$260,149.00





**Ct State Contract #19PSX0006**

**Prepared for:**  
**Elm City Communities**  
**Housing Authority of New Haven**

**Prepared by:**  
**A&A Office Systems, Inc., - a ubeo Company**  
**June 30, 2021**







**Valerie Lazzari**  
Digital Imaging Specialist

**A&A Office Systems**  
909 Middle Street  
Middletown, CT 06473  
Vlazzari@ubeo.com  
860-262-1178

**Elm City Communities**  
**Housing Authority of New Haven**

Linda Fuller  
360 Orange Street  
New Haven, CT 06511

Dear Linda,

Thank you for your interest in A&A Office Systems, Inc - A Ubeo Company a leading premier provider of high-volume document imaging, conversion, and document management services. The A&A Office Systems imaging facility is located in Middletown CT and has been in operation for nearly a decade. A&A's Document Imaging Services' primary mission has been to accurately capture images from a variety of media (e.g., paper, large format drawings, microfilm, microfiche, aperture cards, electronically stored information, etc.) and provide document conversion to any specified format and/or database-ready format. Our emphasis is on quality, performance and mutual project success while maintaining confidentiality and chain of custody throughout the process has translated into thousands of satisfied customers who have entrusted A&A Office Systems, Inc - A Ubeo Company with their critical business documents in the legal, healthcare, education, and local government verticals.

A&A Office Systems, Inc - A Ubeo Company uses a combination of both Service Bureau level capture technologies, and visual inspection to ensure a quality product. We also utilize LaserFiche document management for indexing the scanned images to searchable storage media for clients who do not have a document management platform.

Our scanning process uses a combination of technologies and labor best practices to maximize the efficiencies in delivering the highest quality work product to our clients more quickly, accurately and cost effectively. Using a multi-step process model assists in eliminating redundant data entry and reduces the effort in manual document indexing. The LaserFiche platform also enables an automatic indexing of search fields by extracting data from virtually any data source and can also perform database look ups to provide complex verified indexing.

Our technology and labor infrastructure, coupled with our experience uniquely positions A&A Office Systems, Inc - A Ubeo Company to deliver a superior work product under budget and within deadline.

Ultimately, our intent is to build a strong relationship with you on this opportunity and the attached proposal details the process in which we wish to do so. If you feel there is anything that has not specifically addressed or included, please let us know so we may make modifications to be more representative of your specific needs.

Finally, we understand there are alternate options for the services outlined in our proposal and we sincerely appreciate your consideration of A&A Office Systems, Inc - A Ubeo Company as your business partner of choice for this important project. Thank you and we look forward to the prospects of working with you in the very near future.

Warmest regards,

**Valerie Lazzari**  
Digital Imaging Specialist  
[vlazzari@ubeo.com](mailto:vlazzari@ubeo.com)



## Executive Summary

This proposal is intended to provide a recommended solution and pricing for services. The proposal does not constitute a contract to perform work. A contract for the agreed upon services will be drafted and executed after acceptance of the proposed solution and pricing. A&A Office Systems, Inc - A Ubeo Company will not be held to any agreements other than those detailed in a statement of work, master agreement or both executed by both parties.

Your company has identified several internal documents that can be automated by taking advantage of a back file scanning solution to capture and retrieve information. The digital capture, storage, retrieval and distribution of documents will allow for a transition towards a “virtual file room” environment where access to business critical information will become immediate. The elimination of paper based filing of these documents and the increased efficiencies with document retrieval will be key factors in realizing cost savings. Once accessed, the documents may be printed, faxed, emailed or exported for distribution. The strategy of centrally filing a document once and then providing local access to the record will give the ability to quickly provide relevant information, while eliminating the possibility of lost or misfiled documents.



## **A&A Office Systems, Inc - A Ubeo Company Digital Imaging Services Overview**

A&A Office Systems, Inc - A Ubeo Company has been providing fast, secure, local scanning of virtually any type or size of documents for more than 15 years. A&A Office Systems, INC.'s unique strengths include:

### **On-Site and Off-Site Conversion Services**

A&A Office Systems - A Ubeo Company has the capacity to scan more than 1 Million pages per month. In situations where documents cannot leave the premises, A&A Office Systems, Inc - A Ubeo Company offers contracted managed services, or can deploy its mobile imaging team that can go where the documents are and quickly set up temporary on-site imaging operations.

### **Security and Confidentiality**

A&A Office Systems, Inc - A Ubeo Company's procedures and protected facilities are designed to ensure that your documents will be kept secure and confidential through the entire project. Each employee has completed a background check and confidentiality agreements. A&A Office Systems, Inc - A Ubeo Company trains its processing center staff relative to HIPAA standards for handling confidential healthcare-related documents.

### **Imaging Expertise and Best Practices**

Organizations outsource scanning operations to gain access to expertise and best practices. Whether it is an on-site solution or our document processing center, A&A Office Systems, Inc - A Ubeo Company consistently delivers world-class service and results by understanding our customers' unique business requirements and applying best practices to meet those needs.

### **Project-Specific Quality Control Standards**

For each project, A&A Office Systems, Inc - A Ubeo Company will provide the most appropriate level of quality checking. A&A Office Systems, Inc - A Ubeo Company can optionally apply the most rigorous quality checking it applies to the legal market — 100% page-to-page quality checking.

### **Universal Imaging Capabilities**

A&A Office Systems, Inc - A Ubeo Company supports a wide range of industry-standard and vendor-specific output formats. A&A Office Systems, Inc - A Ubeo Company also provides roll microfilm, microfiche, and aperture card scanning services.



# Production Scope & Assumptions

## Volume & Condition

- Estimated 4,000 Client Files (after purge) containing records in paper form to be converted to digital/electronic images.
  - Each File is estimated to produce an average (some more some less) of ~ 375 images or a total population or ~ 1,500,000 pages smaller than 11 x17.

## Project Assumptions:

- All originals are estimated to have an average run rate/throughput of 688-899.
- Population is estimated to contain 25 percentage duplex/double-sided pages.
  - Each double-sided page will yield two (2) deliverable images.
- Documents are physically organized into file folders that include identifying information on the file folder tabs.
  - Each section is anticipated to produce an average of ~ 375 images per file.
- Documents may contain various physical binding elements (e.g., Acco clips, staples, paperclips, etc.) that will require removal or bursting by A&A Office Systems, Inc - A Ubeo Company prior to scanning.
- Most document pages are in a condition that is suitable for loading into a mechanized document handler/feeder for scanning.
- All document pages are anticipated to include standard letter, legal, tabloid/11"x17" and large format documents larger than 11 X 11

## Document Preparation

A&A Office Systems, Inc - A Ubeo Company will prepare the documents for image capture, including removing any fasteners/physical binding elements and repairing originals that may be damaged or torn prior to scanning, if any. Document preparation is classified as medium preparation.

- Please refer to Appendix A: Definition of Pricing Grades for additional preparation options.

## Image Capture

All pages delivered to A&A Office Systems, Inc - A Ubeo Company will be imaged, including envelopes and file folder covers/tabs.

Pages will be captured as multipage images per folder left Acco then right (Section 1 then 2 then 3 then 4)

A&A Office Systems, Inc - A Ubeo Company will capture black & white and color originals (e.g., charts, graphs, photographs, and highlighting) as bi-tonal (black & white) 300 dpi resolution.

All documents will be images in accordance with State requirements outlined in **Scanning contract #19PSX0006**

## Image Quality Control

A&A Office Systems, Inc - A Ubeo Company will perform Standard Quality Control: All images are reviewed during the scanning process and NOT as an additional step in QC process.

- Please refer to *Appendix A: Definition of Pricing Grades* for additional detail for more comprehensive quality control options



## Document Reassembly

After scanning, A&A Office Systems, Inc - A Ubeo Company will return original documents to their containing file folder in the same order, but will not replace fasteners, binding elements (e.g., staples, paper clips or put back on ACCO clip prongs) or return to containing folder(s). A&A Office Systems, Inc - A Ubeo Company barcode sheets inserted during document preparation and scanning may be included with original documents after scanning.

- Document reassembly is classified as no reassembly.
- Please refer to *Appendix A: Definition of Pricing Grades* for additional reassembly options.

## Index Capture

A&A Office Systems, Inc - A Ubeo Company will perform manual domestic capture of the following fields.





- 1) Entity ID Number
  - Up to 35 characters
  - Alphanumeric Field
  - Value is located on the file folder

Optical character recognition (OCR) will NOT be performed images.

## Output

- Images will be delivered in multi-page searchable PDF file format per file as outlined in accordance with State of CT requirements in Scanning Contract #19PSX0006
- Resultant images, index data and OCR will be delivered on via secured FTP or USB hard drive / flash drive for archival storage and retrieval.

### FLASH DRIVE

-  ENTITY ID TAB 1.pdf
-  ENTITY ID TAB 2.pdf
-  ENTITY ID TAB 3.pdf
-  ENTITY ID TAB 4.pdf

## Location & Schedule

- Offsite scanning will be completed at A&A Office Systems, Inc. - A Ubeo Company's secured scanning center in Middletown, CT.
- Project commencement is estimated to begin within one week of receipt of this Customer Order Authorization.
- Chain of custody is documented upon pick-up/delivery and an A&A Office Systems, Inc - A Ubeo Company representative will transfer confidential client documents to a secure imaging center for preparation and scanning.
- A&A Office Systems, Inc - A Ubeo Company will retain images on A&A Office Systems, Inc - A Ubeo Company production server(s) throughout the project for up to thirty (30) days after final delivery. After thirty (30) days from delivery of data and images,
- A&A Office Systems, Inc - A Ubeo Company is not responsible for maintaining any archival image or data information in connection with the delivery.
  - Original media will be shredded / stored / returned 30 days after scanning is complete.



## Unit Pricing Table

Service Category	Description	Unit Price	Unit
Transportation	Document Transportation*	N/C	Per Round Trip
Document Preparation	Document Preparation	\$18.00	Per hour
Document Scan	Scan 300 DPI	\$.055	Per Image
Domestic Indexing	Index Capture	\$.25	Per Folder
Media Delivery	Encrypted USB Flash Drive	\$250.00	Per Drive
Optional Services	File Retrieval Service	\$25.00	Per Request
	Paper Document Destruction (File Box 1.2cf)	\$3.00	Per Box

### Comments:

\*Document Transportation at no cost dock to dock palletized. A \$40.00 per hour charge will be applied to out-of-scope transportation labor.

**~All quantities are estimated - A&A Office Systems | UBEO will invoice for actual volumes processed~**



## Budgetary Estimate (Not a Fixed Price Estimate)

##	Description	Unit	Quantity	Unit Price	Extended Price
1	<b>Document Preparation</b> (Hvy Preparation of all documents)	Per Hour	1,500	\$ 18.00	\$ 27,000.00
2	<b>Commercial Imaging: B&amp;W 300 dpi</b> (Hvy Prep, Image, Full QC, Full Reassembly) (Assuming 100% of total population is B&W)	Per Image	1,500,000	\$ 0.055	\$ 82,500.00
4	<b>Commercial Indexing Capture - Named PDF's</b> (Assuming each document has 50 pages)	Per Field	4,000	\$ 0.25	\$ 1,000.00
5	<b>Optional Document Destruction</b>	Per Box	600	\$ 3.00	\$ 1,800.00
6	<b>Encripted Hard Drive</b>	Per Drive	1	\$ 250.00	\$ 250.00
<i>All quantities are estimated - A&amp;A Office Systems will invoice for actual volumes processed</i>			<b>Estimated Pre-Tax Total:</b>		<b>\$ 112,550.00</b>

**Please note imaging project can be broken up into multiple phases based on client budgetary needs**



**Investment Summary/Project Notes:**

This price quotation is valid for 30 days from the date of this proposal. A&A Office Systems, Inc - A Ubeo Company will invoice for actual volumes processed.

A&A Office Systems	Accepted by
Name: _____ Title: _____	Name: _____ Title: _____
Signature: _____ Date: _____	Signature: _____ Date: _____



## Appendix A: Definition of Pricing Grades

### Document Preparation

**Client Preparation:** Client will perform 100% of the prep. All barriers removed all pages loose. All bar code sheets, patch sheets and document coding sheets are inserted by customer.

**Medium Preparation:** More than 25% of the population has staples, clips, post it notes or other barriers. Prep also includes mixed paper sizes that require more handling and organizing, and any projects marked "copy tagged pages only." Originals may need special handling with the possibility that photocopying prior to scanning will be needed (if applicable, copy price will be separate). A&A Office Systems, Inc - A Ubeo Company will insert standard bar code and document coding sheets as needed.

### Quality Control

**Standard Quality Control:** All images are reviewed by the scanning specialist at the time of image capture, not as a separate process.

**Full/Image-to-Page Quality Control:** All images are reviewed during the scanning process. Each image is also reviewed against its original page for page for quality by a QC Specialist.

### Document Reassembly

**No Reassembly:** All documents will remain loose. No removal of bar code and document coding sheets necessary.

**Heavy Reassembly:** Re-Assemble documents as original. All staples, clips or other barriers replaced as originals replaced as original.



Elizabeth Basso  
Contract Specialist

860-713-5611  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0006

Contract Award Date:

December 9, 2019

Bid Due Date:

9 October 2019

## CONTRACT AWARD

IMPORTANT: THIS IS **NOT** A PURCHASE ORDER. DO **NOT** PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Document Imaging Services**

FOR:  
Department of Administrative Services, All Using State  
Agencies, Political Subdivisions, and Not-for-Profit  
Organizations  
450 Columbus Blvd., Hartford, CT 06103

TERM OF CONTRACT:

January 1, 2020 through December 31, 2024

AGENCY REQUISITION NUMBER: DASM1-5558

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
			Estimated \$3,500,000.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**DISCLAIMER OF VALUE:** The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **CAROL S. WILSON**

Title: Procurement Director

Date: 12/9/2019



19PSX0006AA

*Company Name:* A&A Office Systems, Incorporated  
*Company Address:* 909 Middle Street, Middletown, CT 06457  
*Contact Person:* Valerie Lazzari  
*Company Web Site:* [www.aaofficeonline.com](http://www.aaofficeonline.com)  
*Certification Type (SBE, MBE or None):*  
*Prompt Payment Terms:* 2% /20 Days; Net 45; ACH Discount: 1%

*Tel. No.:* 860.635.5053 or 800.486.7426  
*Delivery:* As needed  
*Contract Value:* Est. \$ 700,000.00  
*Agrees to Supply Political SubDivisions:* YES

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19PSX0006AF

*Company Name:* Court Record & Data Management Services, Inc.  
*Company Address:* 1300 First State Blvd., Suite H, Wilmington, DE 19804  
*Contact Person:* Krista Pilichowski  
*Company/Contact Person Email Address:* [k.pilichowski@crds-inc.com](mailto:k.pilichowski@crds-inc.com)  
*Contact Person Address:* 230 Long Hill Cross Road, Shelton, CT 06484  
*Company Web Site:* [www.crds-inc.com](http://www.crds-inc.com)  
*Certification Type (SBE, MBE or None):*  
*Prompt Payment Terms:* Net 45

*Tel. No.:* 302.476.8976 Fax No. 302.476.8978  
*Delivery:* As needed  
*Contract Value:* Est. \$ 350,000.00  
*Agrees to Supply Political SubDivisions:* YES

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19PSX0006AB

*Company Name:* DataBank IMX, LLC  
*Company Address:* 15 Dan Road, Suite 102, Canton, MA 02021  
*Contact Person:* Jason Engen  
*Company/Contact Person Email Address:* [jengen@databankimx.com](mailto:jengen@databankimx.com)  
*Company Web Site:* [www.databankimx.com](http://www.databankimx.com)  
*Certification Type (SBE, MBE or None):*  
*Prompt Payment Terms:* Net 45

*Tel. No.:* 850.692.6675  
*Delivery:* As needed  
*Contract Value:* Est. \$ 350,000.00  
*Agrees to Supply Political SubDivisions:* YES

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19PSX0006AC

*Company Name:* Iron Mountain Information Management LLC  
*Company Address:* 745 Atlantic Avenue, Boston, MA  
*Contact Person:* Michael Smith  
*Company/Contact Person Email Address:* [Michael.smith1@ironmountain.com](mailto:Michael.smith1@ironmountain.com)  
*Contact Person Address:* Eastern Park Road, East Hartford, CT 06108  
*Company Web Site:* [www.ironmountain.com](http://www.ironmountain.com)  
*Certification Type (SBE, MBE or None):*  
*Prompt Payment Terms:* Net 45

*Tel. No.:*  
*Delivery:* As needed  
*Contract Value:* Est. \$ 700,000.00  
*Agrees to Supply Political SubDivisions:* YES

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19PSX0006AD

*Company Name:* Joseph Merritt & Co., Inc.  
*Company Address:* 650 Franklin Avenue, Hartford, CT 06114  
*Contact Person:* Melanie Costa  
*Company/Contact Person Email Address:* [mcosta@merrittgraphics.com](mailto:mcosta@merrittgraphics.com)  
*Company Web Site:* [www.merrittgraphics.com](http://www.merrittgraphics.com)  
*Certification Type (SBE, MBE or None):*  
*Prompt Payment Terms:* Net 45

*Tel. No.:* 401.749.0902 Fax No. 860.296.0414  
*Delivery:* As needed  
*Contract Value:* Est. \$ 700,000.00  
*Agrees to Supply Political SubDivisions:* YES

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19PSX0006AE

*Company Name:* Scan-Optics, LLC

*Company Address:* 169 Progress Drive, Manchester, CT 06042-2242

*Contact Person:* Seth Murdoch

*Company/Contact Person Email Address:* [smurdoch@scanoptics.com](mailto:smurdoch@scanoptics.com)

*Company Web Site:* [www.scanoptics.com](http://www.scanoptics.com)

*Certification Type (SBE, MBE or None):*

*Prompt Payment Terms:* Net 45

*Tel. No.:* 860.533.4454 or 800.645.7001

*Delivery:* As needed

*Contract Value:* Est. \$ 700,000.00

*Agrees to Supply Political SubDivisions:* YES

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## INSTRUCTIONS FOR USING THIS CONTRACT AWARD

This Contract represents a multiple award to those Contractors that have successfully met and or exceeded the selection criteria for Document Imaging services. The Contract includes services for data capture (typed, hand-written, optical character recognition, etc.); scanning of images, photos and electronic or paper data; conversion to electronic files and photocopying. All Contractors submitted information on their data security measures and restrictions to data.

- I. Exhibit A gives an overview of the services that all Contractors offer and, to some extent, how this should be performed. The exhibit includes additional terms and conditions the Contractors must meet while performing under this contract.

The exhibit also gives the using agency guidance on change orders, use of subcontractors, and services that may be requested in the Statement of Work (SOW).

- II. Exhibit B identifies pricing structures, by Contractor. State Agencies should note that some Contractors may not offer services in all categories listed in Exhibit B, Price Schedule.

Agencies submit an SOW to 2 or 3 Contractors that provide all of the services and security measures needed by the agency. The SOW must outline all work required by the Contractor, delivery and pick-up schedules, time frames that must be met, as well as any other pertinent information. The agency should make special note in the SOW if the information involved contains any personal identifiable information or confidential information, and will need additional security measures by the Contractor.

The agency will contact the Contractor who has been determined to have the lowest overall cost for the Contractors' availability. Should the Contractor be unable to respond to the agency's request to perform within a timeframe set by the agency, the next Contractor with the next lowest overall cost will be contacted, and the process repeated until a Contractor is available to meet the agency's time frames and needs.

Elizabeth Basso

860.713.5611

[elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov)



# CONTRACT #19PSX00006

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

A&A OFFICE SYSTEMS, INCORPORATED;  
COURT RECORD & DATA MANAGEMENT SERVICES, INC.;  
DATABANK IMX, LLC;  
IRON MOUNTAIN INFORMATION MANAGEMENT LLC;  
JOSEPH MERRITT & CO., INC.;  
SCAN-OPTICS, LLC

Awarded Contractor

DOCUMENT IMAGING



## Contract # 19PSX0006

### Contract Document

SP-50 Rev. 7/18/19

### ***Contract Table of Contents***

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Elizabeth Basso, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions.

Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Bid: A submittal in response to an Invitation to Bid.

(b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

(d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

(f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.

(g) Contractor: A person or entity who submits a Bid and who executes a Contract.



(h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.

(l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.

(m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.

(n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.

(p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

(q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

(r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Term of Contract; Contract Extension.

The Contract will be in effect from January 1, 2020 through December 31, 2024. DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions.

The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.



(b) **Payment Terms and Billing:**

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) **Price Adjustments:**

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twenty-four (24) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the next annual anniversary of the Effective Date of the Contract. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. **Rejected Items; Abandonment.**

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the



“Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State’s sole determination, compliance with this section.

6. Order and Delivery.

The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.



8. Assignment.

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

(a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

(c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of



them having to be specifically mentioned in the Contract.

Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

**10. Cost Modifications.**

The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

**11. Breach.**

If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

**12. Waiver.**

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

**13. Open Market Purchases.**

Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

**14. Purchase Orders.**

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.



- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.  
A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (d) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

**15. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.



**16. Forum and Choice of Law.**

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**17. Contractor Guaranties.**

Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

**18. Implied Warranties.**

DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

**19. Goods, Standards and Appurtenances.**

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

**20. Delivery.**

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.



(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

**21. Goods Inspection.**

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

**22. Emergency Standby for Goods and/or Services.**

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

**23. Setoff.**

In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

**24. Force Majeure.**

The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

**25. Advertising.**

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.



26. Americans With Disabilities Act.

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.

27. Representations and Warranties.

The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;



- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and



(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

**28. Representations and Warranties Concerning Motor Vehicles.**

If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in Section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

**29. Disclosure of Contractor Parties Litigation.**

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business



prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

**30. Entirety of Contract.**

The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

**31. Exhibits.**

All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

**32. Executive Orders.**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

**33. Non-discrimination.**

(a) For purposes of this section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;



(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.



- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**34. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter



219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the General Statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**35. Whistleblowing.**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**36. Notice.**

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express



delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Elizabeth Basso

If to the Contractor:

At the address set forth on Form SP-38.

**37. Insurance.**

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

**38. Headings.**

The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

**39. Number and Gender.**

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.



**40. Parties.**

To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

**41. Contractor Changes.**

The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

**42. Further Assurances.**

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

**43. Audit and Inspection of Plants, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.



(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks.

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance.

The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies.

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

(c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly,



DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.

48. Severability.

If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information.

The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.



(b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records.

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws.

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity.

The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence.

Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Reserved.

56. Campaign Contribution Restriction.

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act of 1996.



- (a) The Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Contractor shall comply with all terms and conditions of this section of the Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions:
  - (1) "Breach" shall have the same meaning as the term is defined in Section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Client Agency.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (5) "Electronic Health Record" shall have the same meaning as the term is defined in Section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.



- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.



- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
- (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under Section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - 2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
    - 4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
    - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting



required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.



- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with Section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (L) Miscellaneous Sections.



- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;



- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Audit Requirements for Recipients of State Financial Assistance.**

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.



## **EXHIBIT A**

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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#### **1. DEFINITIONS:**

Unless otherwise indicated, the following terms have the corresponding definitions:

- a) Bates Numbering: numbering used in the legal, medical, and business fields to place identifying date/time-marks on images and documents as they are scanned or processed.
- b) Concordance: a database format used in legal applications; Version 8 or higher acceptable.
- c) DVD: digital versatile disc.
- d) Data Capture: input of data through any method of collecting information and changing it into a form that can be read and used by a computer.
- e) Document Indexing: the process of tagging documents with keywords, number or other terms to help organize the documents and make them easily searchable.
- f) Document Preparation: a process in which physical documents are prepared for Scanning, including actions such as removing staples and organizing.
- g) Inside Delivery: to deliver to a specific area within the facility of a specified location.
- h) Optical Character Recognition (OCR) – the conversion of text contained in images to a form that is readable by computers.
- i) PDF: portable document format.
- j) PDF/A: PDF for long-term preservation.
- k) Scanning: OCR scanning capability in TIFF or PDF formats, allowing for editing, searching, and Bates Numbering.
- l) Secure Pickup/Delivery/Secure Return: transportation of Goods in a manner as to insure against damage, theft or loss, provided directly by Contractor.
- m) TIFF: a format that is supported by image-manipulation applications.

#### **2. DESCRIPTION OF GOODS AND SERVICES:**

- I. Services to be Performed under this Contract include the following on an as needed basis:
  - a) Scanning  
Contractor must provide scanned images to and from various formats, as well as Concordance.
  - b) Data Entry  
For each requested Service, the Client Agency shall provide the Contractor the accuracy level deemed acceptable, up to 100%, but no less than 97%, at the field level. The Contractor shall provide the Client Agency their verification process to achieve the required accuracy level. Sight verification is not acceptable.
  - c) Document Indexing
  - d) Photocopying Services



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### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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These services include, but are not limited to, stapling, clips, rubber bands, three (3) ring binders, dividers and fasteners, at no additional cost to the Client Agency. Copying may include organizing by file folders, red welds, collating multiple sets, arranging documents in three (3) ring binders with dividers, and assembly of copies.

e) Binding

f) Tabbing

g) Labeling

h) Hourly based services

Such services include, but are not limited to, reassembly of documents; editing existing document coding; creating new code; project management; set up and configuration of new imaging projects

II. Contractor shall copy and scan documents or data of mixed sizes, colorized documents and pictures, and two-sided documents.

III. The Client Agency shall prepare and provide the Contractor a written document (the "Statement of Work" or "SOW") outlining the required Services. The SOW will include a description of the documents and type of document (such as sizes and electronic or paper), the required delivery time(s) and any other pertinent information. The Client Agency may work with the Contractor to prepare the SOW.

The Contractor shall provide the Client Agency pricing at the rates set forth in Exhibit B, Price Schedule for the contractual services outlined in the SOW within five (5) business days of receiving the SOW from the Client Agency.

IV. The Client Agency may, at any time, with written notice to Contractor, request changes within the scope of the SOW. A change order request may be issued only by the Client Agency and must be in writing. Contractor shall provide the Client Agency a written statement confirming receipt of the change order as soon as possible but in no event later than ten (10) calendar days. The Contractor shall provide the Client Agency with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Client Agency a written statement explaining the price increase or decrease in implementing the requested change. No change order with a price impact will be effective until Contractor receives written confirmation from the Client Agency.

V. Exhibit B pricing must include secure Pickup and secure return Inside Delivery throughout the State.

### **3) ADDITIONAL TERMS AND CONDITIONS:**

- i. The Contractor agrees that all forms, documents, data and/or reproduction thereof under this Contract are the property of the Client Agency.
- ii. Images must meet or exceed the Connecticut State Library requirements and the Contractor shall receive certification of compliance for digital imaging standards for public records. The Connecticut State Library



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requirements are found in the following link, as it may be modified from time to time:

<https://ctstatelibrary.org/wp-content/uploads/2015/05/DigitalImagingStandards.pdf>

- iii. In accordance with Federal Court Rules, all Federal Court documents needed to be in a PDF/A format and filed electronically with the court. Additional information is found in the following link, as it may be modified from time to time: <http://www.digitalpreservation.gov/formats/fdd/fdd000318.shtml>
- iv. Contractor shall maintain sufficient equipment to produce large volumes of documents under time constraints as directed by the Client Agency.
- v. Contractor shall allow Client Agency personnel to inspect facility/facilities from time to time as requested.
- vi. The Contractor shall have a contingency plan and a backup site to ensure continuity of service in case of a natural disaster or pandemic situations or both. The Back-up site must meet the same security measures as with the Contractor's primary site and must be located in the continental United States. Contractor shall allow Client Agency personnel to inspect the backup site from time to time as requested.
- vii. Contractor's employees with access to Confidential Information must successfully pass a background check. Contractor shall provide copies of background checks upon Client Agency's request.
- viii. Contractor shall provide Secure Pickup of original documents. Contractor shall Deliver copied documents via secure courier, email or mail and Securely Return original documents from several locations throughout the State. Document pickup and delivery schedules will be supplied by the Client Agency. Client Agency reserves the right to prioritize services.
- ix. Contractor shall insure that all documents have been unbound, copied or scanned, rebound and placed in correct order in proper folders or binders as they were received from the Client Agency. Contractor shall insure that document originals are returned in the same manner as they were received. Contractor shall provide all materials and supplies necessary to Perform the Services.
- x. The Contractor agrees that should documents be destroyed, inaccessible or damaged while in the possession of the Contractor, the Contractor shall be required to pay the cost for the re-creation of such material and any other expenses incurred by the State. Unreadable source data must be returned to the ordering Client Agency for clarification, correction or re-creation, whichever is deemed necessary by the Client Agency.
- xi. All documents must be secured at the Contractor's location unless being keyed. Client Agency documents shall not be comingled with any other information. Upon completion, the documents will be placed in the secured area until such documents are returned to the Client Agency. All documents must remain encrypted when in storage or not in use.
- xii. All Data Capture must take place in a secure location within the continental United States. At no time must any Client Agency information leave the continental United States. Imaging, Document Indexing and the physical storage of Client Agency documents must take place in a secure location in close proximity to Hartford, Connecticut.
- xiii. The Contractor shall complete all required testing, if any, to the satisfaction of Client Agency and be ready for live production according to a schedule provided by the Client Agency.



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- xiv. The Contractor may be required to provide periodic statistical reports to the Client Agency upon request.
- xv. The Client Agency shall notify the Contractor(s) in writing of unsatisfactory service, poor workmanship, or poor delivery. Failure of the Contractor(s) to correct the unsatisfactory conditions at its own expense or to come to an amicable solution with the Client Agency within thirty (30) days may constitute a breach of contract.
- xvi. Any and all purchase orders, change orders, SOWs or other documents authorized in connection with this Contract is subject to the terms and conditions of this Contract. Any terms or conditions contained in any such purchase order, change order, SOW or other document will have no force or effect and in no way affect, change or modify any of the terms and conditions of this Contract.
- xvii. Subcontractors  
Contractor shall be the sole provider of these Goods and Services, and shall not use subcontractors to Perform Services under this Contract.
- xviii. Business Associate  
The Contractor is a Business Associate for purposes of HIPAA.
- xix. Contract Separately/Additional Savings Opportunities  
DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.
- xx. Mandatory Extension to State Entities  
Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (towns and municipalities), schools, and not-for-profit organizations.
- xxi. Security and/or Property Entrance Policies and Procedures  
Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.



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**(a) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**

**(1) Facility Admittance**

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
  - 1. Name
  - 2. Date of Birth
  - 3. Social Security Number
  - 4. Driver's License Number
  - 5. Physical Characteristics (such as age, height, weight, etc.)

**(2) Official Working Rules**

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

**(3) Rules Concerning Department of Correction Facilities**

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of



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contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making



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- or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
  3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a Class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.



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#### **(b) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
  - (A) Read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
  - (B) Notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
  - (C) Return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
  - (D) Limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
  - (E) Not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;



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- (F) Report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:



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**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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**BRADLEY INTERNATIONAL AIRPORT**

**AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, \_\_\_\_\_, the undersigned, with regard to \_\_\_\_\_ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between \_\_\_\_\_ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

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

\_\_\_\_\_  
Signature of Authorized Supervisor

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Company Mailing Address

\_\_\_\_\_  
Print Full Name



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City, State, Zip

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Title

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Phone Number(s)

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Fax No.

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E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.



**A&A OFFICE SYSTEMS, INCORPORATED** [www.aaofficeonline.com](http://www.aaofficeonline.com)

Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price
					B/W Copy Charge (same for photo)	Color Copy Charge (same for photo)	B/W or Color Scan Charge 300 or 400 DPI
1	Copy/Scan Services	a.	8 1/2"X 11" – One Sided	per page	\$ 0.055	\$ 0.20	\$ 0.055
		b.	8 1/2"X 11" - Two Sided	per page	\$ 0.11	\$ 0.40	\$ 0.10
		c.	8 1/2"X 14" – One Sided	per page	\$ 0.055	\$ 0.20	\$ 0.06
		d.	8 1/2"X 14" – Two Sided	per page	\$ 0.11	\$ 0.40	\$ 0.10
		e.	11"x 17" – One Sided	per page	\$ 0.055	\$ 0.20	\$ 0.06
		f.	11"x 17" – Two Sided	per page	\$ 0.11	\$ 0.40	\$ 0.10
2	Copy/Scan of Oversize Documents	a.	Large Documents up to and including 30" x 42")	per page	\$ 10.00	\$ 10.00	\$ 0.80
		b.	Large Documents (Greater than 30" x 42")	per page	\$ 10.00	\$ 10.00	\$ 0.80
5	Binding	a.	Spiral	per Inch	\$ 1.50	\$ 1.50	
		b.	Comb	per Inch	\$ 1.50	\$ 1.50	
		c.	Wire-O Binding	per Inch	\$ 1.50	\$ 1.50	
				Unit of Measure	Price		
3	Data Entry	a.	Manual entry	per field	\$ 0.04		
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$ 0.015		
		d.	100% Verification Quality Review	per Hour	\$ 18.00		
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$ 0.06		
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$ 0.015		
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$ 0.06		
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$ 0.015		
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	-		
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$ 0.06		
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	-		
6	Other Services	a.	Electronic Bates Numbering	per Page	\$ 0.015		
		b.	Coding on a per document basis	per Document	\$ 0.25		
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$ 0.03		
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	N/C		
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	N/C		
		f.	Upcharge for 400 dpi TIF	per page	N/C		
		g.	Upcharge for one searchable, reduced-size PDF	per page	\$ 0.015		
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$ 150.00		
		i.	Document preparation and assembly	per Hour	\$ 18.00		
	On Site Charge				18.00 Per hour		



Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price
				Unit of Measure	Price		
7	Deliverables	a.	Master DVD	per Each	\$ 15.00		
		b.	Duplicate DVD	per Each	\$ 15.00		
		c.	Portable hard drive for return delivery of digital files	Per Device	\$ 250.00		
		d.	Thumb drive for return delivery of digital files	Per Device	\$ 30.00		
		e.	Note other device for return delivery of digital files	Per Device			
		f.	3 ring binders	per Each	\$ 10.00		
		g.	Fasteners	per Each	\$ 0.10		
		h.	Dividers	per Each	\$ 0.25		
		i.	other: secure FTP	per transfer	\$ 0.01		
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	N/C		
Provide details of how documents will be managed in an electronic system, or imported into an existing document management system.		Documents residing in a document management system generally will be managed by the client's IT director.					
What specific services are included in pricing?		When it is necessary to import documents into an existing document management system A&A Office Systems, INC. will work with the client's IT Director and our engineers to customize a seamless transfer of data.					
Can clients reduce costs by preparing documents in advance?		Preping /Copying / Scanning / Indexing / Pick up Delivery / OCR / Batel Labeling / Quality Control / Binding / Large Format Drawing Capture					
How have the company's systems helped previous clients make their operations more efficient?		Yes					
Can your firm provide a guaranteed delivery time for projects? If so, please note delivery time here:		Our goal is to consult with our clients and assist them in moving from a manual paper based environment to a fully automated paperless one. This increases efficiencies, locates missing documents and reduces time looking for files from hours, sometimes days, down to seconds.					
Ability to adhere to Quality Assurance / Safety requirements		Delivery time depends upon curent work load and project specification given for each project. A&A will do their best to work with deadlines provided by the client.					
Reporting Capabilities		A&A uses best pratices for all aspects of quality control and saftey.					



COURT RECORD & DATA MANAGEMENT SERVICES, INC. www.crd-s-inc.com								
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price	Price
					B/W Copy Charge (same for photo)	Color Copy Charge (same for photo)	B/W or Color Scan Charge 300 DPI	B/W or Color Scan Charge 400 DPI
1	Copy/Scan Services	a.	8 1/2"X 11" – One Sided	per page	\$ 0.06	\$ 0.09	\$ 0.05	\$ 0.06
		b.	8 1/2"X 11" - Two Sided	per page	\$ 0.07	\$ 0.10	\$ 0.10	\$ 0.12
		c.	8 1/2"X 14" – One Sided	per page	\$ 0.08	\$ 0.14	\$ 0.05	\$ 0.06
		d.	8 1/2"X 14" – Two Sided	per page	\$ 0.09	\$ 0.15	\$ 0.10	\$ 0.12
		e.	11"x 17" – One Sided	per page	\$ 0.12	\$ 0.28	\$ 0.07	\$ 0.08
		f.	11"x 17" – Two Sided	per page	\$ 0.13	\$ 0.29	\$ 0.14	\$ 0.16
2	Copy/Scan of Oversize Documents	a.	Large Documents up to and including 30" x 42")	per page	\$ 7.00	\$ 12.00	\$ 1.25	\$ 1.45
		b.	Large Documents (Greater than 30" x 42")	per page	\$ 7.00	\$ 12.00	\$ 1.25	\$ 1.45
5	Binding	a.	Spiral	per Inch	\$ 0.05			
		b.	Comb	per Inch	\$ 0.05			
		c.	Wire-O Binding	per Inch	\$ 0.05			
3	Data Entry	a.	Manual entry	per field	\$ 0.09			
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$ 0.01			
		d.	100% Verification Quality Review	per Hour	\$ 0.01			
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$ 0.09			
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$ 0.01			
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$ 0.09			
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$ 0.01			
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	\$ 0.01			
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$ 0.05			
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	\$ 0.09			
6	Other Services	a.	Electronic Bates Numbering	per Page	\$ 0.003			
		b.	Coding on a per document basis	per Document	\$ 0.20			
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$ 50.00			
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	\$ 0.03			
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	\$ 0.04			
		f.	Upcharge for 400 dpi TIF	per page	\$ 0.05			
		g.	Upcharge for one searchable, reduced-size PDF	per page	\$ 0.03			
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$ 150.00			
		i.	Document preparation and assembly	per Hour	\$ 19.00			
	On Site Charge				No bid			



COURT RECORD & DATA MANAGEMENT SERVICES, INC. www.crd-s-inc.com								
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price	Price
				Unit of Measure	Price			
7	Deliverables	a.	Master DVD	per Each	\$ -			
		b.	Duplicate DVD	per Each	\$ 25.00			
		c.	Portable hard drive for return delivery of digital files	Per Device	\$ 150.00			
		d.	Thumb drive for return delivery of digital files	Per Device	\$ 10.00			
		e.	Note other device for return delivery of digital files	Per Device	\$ 25.00			
		f.	3 ring binders	per Each	\$ 12.00			
		g.	Fasteners	per Each	\$ 0.50			
		h.	Dividers	per Each	\$ 0.20			
		i.	other: secure FTP	per transfer				
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	\$ 150.00			



	DATABANK IMX, LLC www.databankimx.com				
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price
					B/W or Color Scan Charge 300 or 400 DPI
1	Copy/Scan Services	a.	8 ½"X 11" – One Sided	per page	\$ 0.065
		b.	8 ½"X 11" - Two Sided	per page	\$ 0.065
		c.	8 ½"X 14" – One Sided	per page	\$ 0.065
		d.	8 ½"X 14" – Two Sided	per page	\$ 0.065
		e.	11"x 17" – One Sided	per page	\$ 0.065
		f.	11"x 17" – Two Sided	per page	\$ 0.065
2	Copy/Scan of Oversize Documents	a.	Large Documents up to and including 30" x 42")	per page	\$ 0.85
		b.	Large Documents (Greater than 30" x 42")	per page	\$ 1.15
				Unit of Measure	Price
3	Data Entry	a.	Manual entry	per field	\$ 0.10
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$ 0.01
		d.	100% Verification Quality Review	per Hour	\$ 35.00
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$ 0.10
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$ 0.10
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$ 0.15
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$ 0.005
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	\$ 0.005
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$ 0.10
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	\$ 0.005
	DATABANK IMX, LLC www.databankimx.com				
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price
6	Other Services	a.	Electronic Bates Numbering	per Page	\$ 0.001
		b.	Coding on a per document basis	per Document	no bid
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$ 35.00
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	\$ -
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	\$ -
		f.	Upcharge for 400 dpi TIF	per page	\$ -
		g.	Upcharge for one searchable, reduced-size PDF	per page	\$ 0.02
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$ 205.00
		i.	Document preparation and assembly	per Hour	\$ 24.00
On Site Charge					
		a.	Master DVD	per Each	no bid
		b.	Duplicate DVD	per Each	no bid



DATABANK IMX, LLC    www.databankimx.com					
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price
7	Deliverables	c.	Portable hard drive for return delivery of digital files	Per Device	\$            250.00
		d.	Thumb drive for return delivery of digital files	Per Device	\$            180.00
		e.	Note other device for return delivery of digital files	Per Device	no bid
		f.	3 ring binders	per Each	no bid
		g.	Fasteners	per Each	no bid
		h.	Dividers	per Each	no bid
		i.	other: secure FTP	per transfer	\$            15.00
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	Yes
9	Value add services:		Project Management (Note: Project Management is separate from Project Setup and configuration)	per Hour	\$            200.00
Provide details of how documents will be managed in an electronic system, or imported into an existing document management system. What specific services are included in pricing? Can clients reduce costs by preparing documents in advance? How have the company's systems helped previous clients make their operations more efficient? Can your firm provide a guaranteed delivery time for projects? If so, please note delivery time here: Ability to adhere to Quality Assurance / Safety requirements Reporting		Documents are typically delivered by secure FTP or encrypted media in TIF or PDF formats with an accompanying text file for import into a document management system. If client does not have a document management system, documents can be returned in a Windows directory structure with Folders and File name reflecting indexed information. Document preparation, scanning, indexing, re-assembly and related activities. Yes Get critical data into their systems for processing quicker; allow subject matter experts to focus on meaningful work instead of menial tasks like scanning & indexing; eliminate the need to dedicate seasonal or permanent staff to routine tasks; assist with disaster recovery by digitizing content, etc. Yes, if required, but the delivery time will vary between projects and will be based on project size. DataBank adheres to industry standard quality assurance techniques and safety requirements. We have the ability to track and report on standard production metrics. Reporting requirements will be included in each project SOW.			



**IRON MOUNTAIN INFORMATION MANAGEMENT LLC    [www.ironmountain.com](http://www.ironmountain.com)**

Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price
3	Data Entry		Manual entry	per field	\$0.10
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$0.13
		d.	100% Verification Quality Review	per Hour	\$33.64
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$0.10
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$0.05
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$0.20
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$0.05
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	\$0.05
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$0.05
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	\$0.05
6	Other Services	a.	Electronic Bates Numbering	per Page	\$0.01
		b.	Coding on a per document basis	per Document	\$0.40
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$37.58
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	\$0.08
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	\$0.08
		f.	Upcharge for 400 dpi TIF	per page	\$0.03
		g.	Upcharge for one searchable, reduced-size PDF	per page	\$0.04
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$87.02
		i.	Document preparation and assembly	per Hour	\$34.56
	On Site Charge				10%
					15% for large documents
7	Deliverables	a.	Master DVD	per Each	\$12.00
		b.	Duplicate DVD	per Each	\$9.00
		c.	Portable hard drive for return delivery of digital files	Per Device	\$105.00
		d.	Thumb drive for return delivery of digital files	Per Device	\$35.00
		e.	Note other device for return delivery of digital files	Per Device	not applicable
		f.	3 ring binders	per Each	\$4.00
		g.	Fasteners	per Each	\$0.15
		h.	Dividers	per Each	\$0.10
		i.	other: secure FTP	per transfer	not applicable
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	\$28.00



**IRON MOUNTAIN INFORMATION MANAGEMENT LLC**    [www.ironmountain.com](http://www.ironmountain.com)

Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price
	Provide details of how documents will be managed in an electronic system, or imported into an existing document management system.		Iron Mountain has been performing document conversion services for over 20 years. We convert over 102 million pages per month globally. Across North America, we have a network of 12 specialized Imaging Centers (8 in the US and 4 in Canada) and approximately 100 imaging enabled Record Centers. We provide document conversion services to customers in key industries such as healthcare, finance, legal, manufacturing, and insurance.		
	What specific services are included in pricing?		All services to perform said services		
	Can clients reduce costs by preparing documents in advance?		Yes, in certain situations this may reduce cost significantly while other situations it may not be a cost savings. This will be handled on a case by case situation		
	How have the company's systems helped previous clients make their operations more efficient?		Operational Efficiencies / Cost Savings: Iron Mountain internal systems / operations processes are designed to drive process improvement through streamlined workflows, technology such as OCR/ICR, Machine Learning and Artificial Intelligence. Typical costs savings are 20% +.		
	Can your firm provide a guaranteed delivery time for projects? If so, please note delivery time here:		Yes, Service Level Agreements (Quality, Turn Around Times, etc) will be defined in each statement of work that is created for each project/service.		
	Ability to adhere to Quality Assurance / Safety requirements		Iron Mountain addresses quality through our Field Audit and Operational Excellence programs, as well as our Software Quality Assurance Organization. Our Field Audit Program ensures that all facilities are audited against our internal safety and security standards on at least an annual basis. Results from these audits are fed into our GRC (governance, risk management and compliance) system, COMPASS (RSA Archer). This allows for detailed tracking of findings and the development of CAPAs (corrective and preventative actions). Iron Mountain's inventory tracking systems allow extremely detailed measurement of metrics relating to the movement of customer assets. This allows us to maintain chain of custody for assets in our possession, but also allows us to generate service metrics which are fed into our Operational Excellence program. Metrics are fed back to field personnel at daily huddle meetings. Weekly reports are sent to Operations Managers and quarterly reports are reviewed by senior management. Finally, our Software Quality Assurance Organization is responsible for testing our software in a dedicated environment prior to releasing updates to production. This organization has a regiment of tests designed to ensure the confidentiality, availability, and integrity of the metadata stored in our systems		
	Reporting Capabilities		Reports are available to monitor and measure: Participation and usage Inventory health and consistency Retention management process Records management costs		



Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price	Price
					B/W Copy Charge (same for photo)	Color Copy Charge (same for photo)	B/W or Color Scan Charge 300 DPI	B/W or Color Scan Charge 400 DPI
1	Copy/Scan Services	a.	8 1/2" X 11" – One Sided	per page	\$ 0.06	\$ 0.25	\$ 0.06	\$0.065
		b.	8 1/2" X 11" – Two Sided	per page	\$ 0.08	\$ 0.30	\$ 0.06	\$0.065
		c.	8 1/2" X 14" – One Sided	per page	\$ 0.12	\$ 0.32	\$ 0.06	\$0.065
		d.	8 1/2" X 14" – Two Sided	per page	\$ 0.12	\$ 0.32	\$ 0.06	\$0.065
		e.	11" x 17" – One Sided	per page	\$ 0.12	\$ 0.32	\$ 0.06	\$0.065
		f.	11" x 17" – Two Sided	per page	\$ 0.12	\$ 0.32	\$ 0.06	\$0.065
2	Copy/Scan of Oversize Documents	a.	Large Documents up to and including 30" x 42"	per page	\$ 0.75	\$ 1.20	\$ 0.65	\$ 1.20
		b.	Large Documents (Greater than 30" x 42")	per page	\$ 0.99	\$ 1.40	\$ 0.65	\$ 1.60
5	Binding	a.	Spiral	per Inch	\$ 0.85			
		b.	Comb	per Inch	\$ 1.00			
		c.	Wire-O Binding	per Inch	\$ 1.20			
				Unit of Measure	Price			
3	Data Entry	a.	Manual entry	per field	\$ 0.08			
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$ 0.03			
		d.	100% Verification Quality Review	per Hour	\$ 10.00			
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$ 0.075			
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$ 0.05			
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$ 0.10			
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$ 0.05			
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	\$ 0.08			
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$ 0.10			
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	\$ 0.10			
6	Other Services	a.	Electronic Bates Numbering	per Page	\$ 0.02			
		b.	Coding on a per document basis	per Document	\$ 0.60			
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$ 15.00			
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	\$ 0.03			
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	\$ 0.03			
		f.	Upcharge for 400 dpi TIF	per page	\$ 0.03			
		g.	Upcharge for one searchable, reduced-size PDF	per page	\$ 0.03			
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$ 25.00			
		i.	Document preparation and assembly	per Hour	\$ 15.00			
	On Site Charge				\$0.05			
				Unit of Measure	Price			



**JOSEPH MERRITT & CO., INC.**    [www.merrittgraphics.com](http://www.merrittgraphics.com)

Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price	Price
7	Deliverables	a.	Master DVD	per Each	Included			
		b.	Duplicate DVD	per Each	Included			
		c.	Portable hard drive for return delivery of digital files	Per Device	Included			
		d.	Thumb drive for return delivery of digital files	Per Device	Included			
		e.	Note other device for return delivery of digital files	Per Device	Included			
		f.	3 ring binders	per Each	\$ 2.94			
		g.	Fasteners	per Each	\$ 0.85			
		h.	Dividers	per Each	\$ 0.30			
		i.	other: secure FTP	per transfer	\$ -			
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	No Bid			
Provide details of how documents will be managed in an electronic system, or imported into an existing document management system.			For clients that are not using our software, we provide a password protected, encrypted hard drive, USB or disk based on client's requirement. In addition, because of our proximity and location to the State of CT, we will hand deliver the data drives to each location, if requested					
What specific services are included in pricing?			The following are typical price items for our clients: 1. Scanning 2. Indexing 3. OCR 4. Pickup 5. Shredding (Optional) 6. Storage (Optional) 7. Quality Control (QC) and Quality Assurance 8. Archive and Retrieval Software (Optional) 9. USB Drives (Optional) 10. Conversion to Microfilm and Microfiche (Optional)					
Can clients reduce costs by preparing documents in advance?			Yes, it is always advantageous if paper has been properly organized and prepped. Prepped material includes removing staples and clips. In addition, removing paper from envelopes and/or separating files with a colored sheet so we can tell when one document begins and ends.					
How have the company's systems helped previous clients make their operations more efficient?			The best example is the State of CT Department of Children and Families. Because paper files were all over the place and not structured in a database, it would take weeks to obtain a child's record. The attorneys could not address issues timely and this was causing major delays in addressing a need and/or facilitating decisions in court that were impacting children. By using our services and technology, requests for information went from weeks to minutes in some cases.					
Can your firm provide a guaranteed delivery time for projects? If so, please note delivery time here:			It depends on the time frame and volume of project. This is mutually discussed and agreed upon by both organizations and we accommodate most, if not all reasonable requests.					
Ability to adhere to Quality Assurance / Safety requirements			Objective criteria that define a "good image" are established before digitization so that the production process can routinely and reliably produce the defined "good image." Common examples of attributes are: 1. Scanning Resolution 2. Image Legibility 3. Image Skew 4. Image Rotation 5. Image Cropping 6. Index Data Accuracy 7. Image and Index format compliance with the system upload requirements. 8. Document Type accuracy 9. Image File Format 10. Data Format					
Reporting Capabilities			Below is a representation of standard reporting capabilities: 1. Production targets (Work in Progress) 2. Project status/issues 3. Quality metrics. Quality assurance is critical to all our scanning projects. The quality of the scanned images, indexing data, and other information can impact usability of the digitized records. Trained Merritt technicians validate image quality to our specifications throughout the digitization process. Our reports verify that image quality objectives were met, ensure that the digitized files represent the best possible quality and support the effectiveness of the QC program.					



Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price
					B/W Copy Charge (same for photo)	Color Copy Charge (same for photo)	B/W or Color Scan Charge 300 or 400 DPI
1	Copy/Scan Services	a.	8 1/2" X 11" – One Sided	per page	\$0.08	\$0.30	\$0.10
		b.	8 1/2" X 11" - Two Sided	per page	\$0.10	\$0.45	\$0.20
		c.	8 1/2" X 14" – One Sided	per page	\$0.12	\$0.35	\$0.10
		d.	8 1/2" X 14" – Two Sided	per page	\$0.14	\$0.55	\$0.20
		e.	11"x 17" – One Sided	per page	\$0.14	\$0.40	\$0.10
		f.	11"x 17" – Two Sided	per page	\$0.14	\$0.55	\$0.20
2	Copy/Scan of Oversize Documents	a.	Large Documents up to and including 30" x 42")	per page	\$1.60	\$1.60	\$0.75
		b.	Large Documents (Greater than 30" x 42")	per page	\$2.10	\$2.10	\$0.95
5	Binding	a.	Spiral	per Inch	\$1.00	\$1.00	\$1.00
		b.	Comb	per Inch	\$1.50	\$1.50	\$1.50
		c.	Wire-O Binding	per Inch	\$1.90	\$1.90	\$1.90
				Unit of Measure	Price		
3	Data Entry	a.	Manual entry	per field	\$0.10		
		b.	Optical character recognition (OCR) to include initial project set up	per field	\$0.025		
		d.	100% Verification Quality Review	per Hour	Included		
4	Indexing Services	a.	Manual index from image indexing incoming paper documents: documents are scanned, using patch pages or barcodes to delineate the start of a new document, and indexed from an imaging workstation.	per field	\$0.10		
		b.	Drag & drop OCR allows data entry of a portion of the image needed and the system does an OCR and places the data into the appropriate index field.	per field	\$0.05		
		c.	Index from paper scanning is performed after the paper is processed. As the paper is processed a barcode cover sheet or label is printed.	per field	\$0.10		
		d.	Zone OCR used to extract data from fixed fields on paper forms such as applications.	per field	\$0.025		
		e.	Forms Processing used in high volume forms capture environments to extract data from fixed field forms (includes machine print, handprint, or mark sense )	per field	\$0.025		
		f.	Unstructured forms processing used with forms that are not structured uniformly.	per field	\$0.05		
		g.	Auto classification computer system automatically assigns metadata in the form of captioning or keywords to a digital image.	per field	\$0.025		



Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price
6	Other Services	a.	Electronic Bates Numbering	per Page	\$0.005		
		b.	Coding on a per document basis	per Document	\$0.15		
		c.	Creating & Searching OCR'd PDF/A files	per Hour	\$0.005 per Image		
		d.	Upcharge for 8-bit greyscale, uncompressed 300 dpi TIF	per page	No Charge		
		e.	Upcharge for 24-bit color, uncompressed 300 dpi TIF	per page	No Charge		
		f.	Upcharge for 400 dpi TIF	per page	\$0.01		
		g.	Upcharge for one searchable, reduced-size PDF	per page	No Charge		
		h.	Professional services to include: project set up and configuration; project management	per Hour	\$150.00		
		i.	Document preparation and assembly	per Hour	\$26.50		
	On Site Charge				Quote by Project		
				Unit of Measure	Price		
7	Deliverables	a.	Master DVD	per Each	included		
		b.	Duplicate DVD	per Each	\$10		
		c.	Portable hard drive for return delivery of digital files	Per Device	\$100		
		d.	Thumb drive for return delivery of digital files	Per Device	included		
		e.	Note other device for return delivery of digital files	Per Device	cost		
		f.	3 ring binders	per Each	cost		
		g.	Fasteners	per Each	cost		
		h.	Dividers	per Each	cost		
		i.	other: secure FTP	per transfer	included		
8	Proprietary database format	a.	Contractor(s) has the ability to provide scanned image in Concordance data format (Concordance database, OCR test, load and data files, images, opticon load file).	per each	Quote by Project		
9	Value add services:		Forms Design	per Hour	\$200		
			Automated Workflow Design - Basic	per Hour	\$150		
			Automated Workflow Design - Complex	per Hour	\$200		
			Custom API Development	per Hour	\$200		
			Systems & Network Consulting	per Hour	\$200		
			Analytics & Business Intelligence	per Hour	\$200		
			Hosting/Digital Data Storage	per GB	\$1 (50GB Minimum)		
			ECM Setup & Integration - Basic	per Hour	\$150		
			ECM Setup & Integration - Complex	per Hour	\$200		
			Onsite Support Services - Labor, Technician Level	per Hour	\$35		
			Onsite Support Services - Labor, Supervisor-Level	per Hour	\$45		
			Onsite Support Services - Labor, Manager-Level	per Hour	\$55		
			Consultation Services - Initial Consult	per Hour	Included		
			Consultation Services	per Hour	\$150		
			Secure Destruction of Documents	per Image	\$0.005		
			Secure Destruction of Media	per Each	Quote by Media		
			Non-Destructive Book Scanning	per Image	\$0.25		
			Conversion of Other Media to/from Digital Images	per Image	\$0.065		
			Electronic Image Processing, Specialty Requests (Bookmarking, Redaction, Image Conversion, File Renaming, Etc.)	per Request	Quote by Project/Request		
			Record Requests (Document Retrieval)	per Request	Included		
			Account Managment Services	per Project	Included		
			Onsite Packaging Services	per Hour	\$35		
			Transportation Services (within Connecticut)	per Project	Included		



SCAN-OPTICS, LLC <a href="http://www.scanoptics.com">www.scanoptics.com</a>							
Item No.	Service Category	Line No.	Service Type	Unit of Measure	Price	Price	Price
	Provide details of how documents will be managed in an electronic system, or imported into an existing document management system.		Refer to Scan-Optics Solutions Attachment (Specificially ECM, ECM Ingestion, and BEST ECM Ingestion Sections) for additional details.				
	What specific services are included in pricing?		Solutions are built and priced based on the project and the specific needs of the client/agency. Some of the standard services that we include, at no additional charge, include Account Management, Document Retrievals, Transportation and Temporary Storage of Originals, and Standard Quality Assurance.				
	Can clients reduce costs by preparing documents in advance?		Yes. We work with our clients to help provide cost-saving options and the most cost-effective solution.				
	How have the company's systems helped previous clients make their operations more efficient?		Our solutions help free up valuable real estate space and resources, while also allowing Client Agencies to more efficiently serve the needs of its staff and customers. Refer to our attached case studies for specific examples of our how solutions have helped some of our current clients.				
	Can your firm provide a guaranteed delivery time for projects? If so, please note delivery time here:		Yes. We work with our customers/clients to establish delivery cadence and SLAs. If specific timelines and/or deadlines are required, our process and project management teams work with the client/agency to ensure desired time frames and deliverables are met. Detailed project plans, with timelines and milestones, are developed and mutually agreed upon with the client before the start of the project. Refer to Methodology, Process, and Project Management attachments for additional details.				
	Ability to adhere to Quality Assurance / Safety requirements		All quality assurance and safety requirments are established with the Client Agency and applied to a mutually agreed upon Business Requirements Document. This translates to Standard Operating Procedures communicated during training of production staff. Refer to Quality Assurance attachment for additional details.				
	Reporting Capabilities		Project reporting, including project volumes and billables, exception reporting, and overall project status is provided on a regular cadence, as defined with the Client Agency at start of project.				





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil Penalties** – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## MEMORANDUM

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, President

**RE:** Resolution to Authorize the Utility Allowance Schedule for the Low-Income Public Housing (LIPH) Program for McConaughy Terrace, Westville Manor, Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe, and Rockview I from January 1, 2023 to December 31, 2023

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-65/22-R

**TIMING:** January 1, 2023

**BACKGROUND:** HUD regulations (24 CFR CH. IX, Subpart E, sections 965.501 through 965.508 Resident Allowance for Utilities) direct housing authorities to develop and provide utility allowances to public housing residents where utility metering is provided to individual dwelling units. The schedules are to be reviewed annually and updated as appropriate.

In 2022, Zappling conducted a utility allowance study for electricity usage in several HANH developments. The developments are McConaughy Terrace, Westville Manor.

The utility allowance study was also conducted by housing type for and applies to Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe and Rockview I.

The methodology used for the study was the Community Average Method, in which Zappling obtained residential utility consumption in the form of regional data in US DOE RECS database.

HANH's utility allowance is for Heating, Cooking, Other Electric, Water Heating and Natural Gas and Electricity Monthly Fee and air conditioning, water and sewage when applicable. This includes whether the service is Natural Gas, Oil or Electric with or without a Heat Pump.

The study showed that there were significant changes from between 2021 and 2022. The following changes occurred to the utility rates:

- Electricity - The rate per kWh increased by 7.66%.
- Natural Gas – Southern Connecticut Gas, the natural gas supplier for the city of New Haven, charges separate rates for customers who have natural gas heating. Customers who do not use natural gas for heating are charged according to Schedule RSG. Customers who use gas for heating are charged according to Schedule RSH. Schedule RSG saw an increase



in usage fees of 19.8%. Schedule RSH saw an increase of 16.86% for the first usage tier and 23.09% for the second usage tier.

- Oil – Increased by 52.03%. 2RW based their calculations on a historical average of weekly residential heating prices from the Energy Information Administration. Using an average price eliminates the peaks and valleys of constantly varying data and provides a reasonable estimate of future prices.
- Water – Increased by 8.17%.
- Sewer – Rates have not changed since last year.

According to 24 CFR 965.507,

- (a) *Annual review.* The PHA shall review at least annually the basis on which utility allowances have been established and, **if reasonably required** to continue adherence to the standards stated in sec. 965.505 (standards for allowance for utilities), shall establish revised allowances.

The review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utilities.

- (b) *Revision as a result of rate charges.* The PHA may revise its allowances for resident purchased utilities between annual reviews if there is a rate change (including fuel adjustments and shall be required to do so if change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based.

According to 24 CFR 965.503, Elm City Communities is required to give residents notice of the proposed utility allowance, not less than 60 days before the proposed effective date of the utility allowance. Notice will be sent to residents by November 1, 2022. ECC is also required to make the allowances and back up documentation available for inspection and shall provide all residents an opportunity to submit written comments for a period expiring not less than 30 days before the proposed effective date. The effective date for the proposed allowance will be January 1, 2023.

The results indicate the following utility allowances should be adopted:

**McConaughy Terrace- Duplex, Rowhouse, Townhouse (HANH managed)**

*Resident pays electricity*

Bedroom size

2	3	4
\$109	\$137	\$165

**Westville Manor – Duplex, Rowhouse, Townhouse (HANH managed)**

*Resident pays electricity*

Bedroom size

2	3	4	5
\$109	\$137	\$165	\$192

**Scattered Sites- Single Family, Garden Walk-up, Duplex, Rowhouse and Townhouse (HANH managed)**



### Bedroom Size

(See attached utility allowance schedule)

*Resident pays gas and electricity*

1            2            3            4            5

(See attached utility allowance sheet)

### *Resident pays electricity*

0	1	2
---	---	---

(See attached Utility allowance schedule)

### Bedroom Size

1	2	3	4	5
---	---	---	---	---

(See attached Utility allowance schedule)

### Bedroom Size

1	2	3	4	5
---	---	---	---	---

(See attached Utility allowance schedule)

**2023.**

STAFF: Tim Regan  
Housing Choice Voucher Manager



**Housing Authority of the City of New Haven**

**RESOLUTION # 10-65/22-R**

**Resolution to Authorize the Utility Allowance Schedule for the Low-Income Public Housing (LIPH) Program for McConaughy Terrace, Westville Manor, Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe, and Rockview I from January 1, 2023 to December 31, 2023**

---

**WHEREAS**, HUD regulations (24 CFR CH. IX, Subpart E, Resident Allowance for Utilities) direct housing authorities to develop and provide utility allowances to public housing residents where utility metering is provided to individual dwelling units; and

**WHEREAS**, the utility allowance schedule should be reviewed annually and updated; and

**WHEREAS**, according to 24 CFR 965.507, The PHA shall review at least annually the basis on which utility allowances have been established and, **if reasonably required** to continue adherence to the standards stated in sec. 965.505 (standards for allowance for utilities), shall establish revised allowances; and

**WHEREAS**, HUD recently released an updated version of the Utility Schedule Model to reflect new weather data and allowance calculations; and

**WHEREAS**, according to CFR 982.517, section (4)(c) Revisions of utility allowance schedule, (1) a PHA must review its schedule of utility allowance each year, and must revise its schedule for utility allowance if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised and can revise the utility allowance if there is a change of less than 10%; and

**WHEREAS**, the review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utilities. and

**WHEREAS**, HANH may revise its allowances for resident purchased utilities between annual reviews if there is a rate change (including fuel adjustments and shall be required to do so if change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based; and

**WHEREAS**, according to 24 CFR 965.503, the Housing Authority of the City of New Haven is required to give residents notice of the proposed allowance revision not less than 60 days before the proposed effective date of the revision: and

**WHEREAS**, HANH is also required to make the allowances and back up documentation available for inspection and shall provide all residents an opportunity to submit written comments for a period expiring not less than 30 days before the proposed effective date: and

**WHEREAS**, the revised schedules shall apply to McConaughy Terrace (electricity only), Westville Manor (electricity only), Fairmont Heights (electricity only), Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe, and Rockview I.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** that:

1. The proposed Utility Allowance schedules, for the Low-Income Public Housing at McConaughy Terrace, Westville Manor, Scattered Site, Quinnipiac Terrace, Brookside Estates, William T. Rowe, and Rockview I is approved.
2. The President be and hereby is authorized, empowered, and directed to execute and deliver an agreement and expend the authorized funds.
3. The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
4. The resolution shall take effect January 1, 2023 to December 31, 2023

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**, that the proposed schedules for Utility Allowances for Low Income Public Housing is approved and the Executive Director be and hereby is authorized, empowered and directed to act on behalf of HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the Executive Director deems necessary and appropriate and in the best interest of HANH, the agreement contemplated and hereby to take all necessary actions to implement the revised schedule for an effective date of January 1, 2023 to December 31, 2023.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



## Utility Allowances for the Housing Authority of the City of New Haven

Detailed Rate Comparison – July 2021 vs. July 2022

July 20, 2022

### Overview

Changes in utility rates directly affect the final results of the utility allowances calculated by UAprc™. Between 2021 and 2022, utility rates varied from 0% higher to 52% higher. Table 1 provides a summary of the utility rates used to calculate the Housing Authority of the City of New Haven's utility allowances for Public Housing and Section 8 units.

**TABLE 1. Utility Rate Comparison – New Haven, CT**

Utility	2021		2022	
	Monthly Fee	Usage Fee	Monthly Fee	Usage Fee
Electricity	\$12.84	0.22994 \$/kWh	\$12.84	0.24756 \$/kWh
Natural gas (no heating)	\$17.93	1.6513 \$/CCF	\$17.93	1.9783 \$/CCF
Natural gas (heating)	\$15.64	1.5633 \$/CCF (first 30 CCF)	\$15.64	1.8268 \$/CCF (first 30 CCF)
		1.0626 \$/CCF (over 30 CCF)		1.3080 \$/CCF (over 30 CCF)
Oil (\$/gal)		2.4430 \$/Gal		3.7140 \$/Gal
Water	\$20.38	4.4060 \$/Ccf	\$20.81	4.7660 \$/Ccf
Sewer (\$/gal)	\$30.22	4.9100 \$/Ccf	\$30.22	4.9100 \$/Ccf

### Electricity

Residential electric rates from the United Illuminating Company saw significant changes from July 2021 to July 2022, with the rate per kWh increasing by 7.66%. The utility allowances calculated in July 2022 reflect this rate change.

### Natural Gas

Southern Connecticut Gas, the natural gas supplier for the City of New Haven, charges separate rates for customers who have natural gas heating. Customers who do not use natural gas for heating are charged according to Schedule RSG, and customers who do use natural gas for heating are charged according to Schedule RSH. Schedule RSG saw an increase in usage fees of 19.8%. Schedule RSH saw an increase of 16.86% for the first usage tier and 23.09% for the second usage tier.

### Oil

The oil rate used in this year's utility allowance study increased by 52.03% since last year. Zapping based calculations on a *historical average* of weekly residential heating oil prices from the Energy Information Administration. Using an average price eliminates the peaks and troughs of constantly-varying data and provides a reasonable estimate of future oil prices.

### Water

For 2022, the Greater New Haven Water Pollution Control Authority's monthly administrative fee did not change from last year. The usage charge increased by about 8.17%.



**Sewer**

Sewer rates have not changed since last year.



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
Brookside I (Brookside)			None	Single Family Attached		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas						
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146
Air Conditioning							
Water Heating	Natural Gas						
	Bottle Gas						
	Electric						
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee							
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$71	\$82	\$109	\$137	\$165	\$192



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
Eastview I (Eastview)			None	Single Family Attached		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$44	\$50	\$55	\$59	\$63	\$70
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146
Air Conditioning							
Water Heating	Natural Gas						
	Bottle Gas						
	Electric	\$32	\$38	\$49	\$59	\$70	\$80
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$163	\$186	\$229	\$271	\$314	\$358



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
Fairmont I (Fairmont)			None	Large Apartment (5+ units)		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$36	\$41	\$45	\$49	\$52	\$56
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$38	\$45	\$63	\$80	\$98	\$115
Air Conditioning							
Water Heating	Natural Gas	\$12	\$14	\$20	\$26	\$32	\$39
	Bottle Gas						
	Electric						
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$125	\$141	\$174	\$207	\$239	\$272



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
McConaughy I (McConaughy)			None	Single Family Attached		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas						
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146
Air Conditioning							
Water Heating	Natural Gas						
	Bottle Gas						
	Electric						
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee							
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$71	\$82	\$109	\$137	\$165	\$192



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
Scattered Sites I (Scattered Sites)			None	Single Family House		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$48	\$55	\$61	\$67	\$72	\$80
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$56	\$66	\$92	\$118	\$144	\$170
Air Conditioning							
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46
	Bottle Gas						
	Electric						
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$158	\$179	\$224	\$270	\$314	\$358



## Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality			Green Discount	Unit Type		Weather Code	Date
Westville I (Westville)			None	Single Family Attached		CT004	2022-07-20
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$44	\$50	\$55	\$59	\$63	\$70
	Bottle Gas						
	Electric Resistance						
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottle Gas						
	Electric	\$10	\$12	\$17	\$23	\$28	\$33
	Other						
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146
Air Conditioning							
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46
	Bottle Gas						
	Electric						
	Fuel Oil						
Water							
Sewer							
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection							
Range/Microwave							
Refrigerator							
Other – specify							
Totals		\$146	\$165	\$205	\$245	\$285	\$324



## MEMORANDUM

**To: Board of Commissioners**

**Date: October 18, 2022**

**From: Karen DuBois-Walton, President**

**Re: Resolution to Authorize the Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program to include Tenant Based Vouchers (TBV), Project Based Vouchers (PBV), Low Income Housing Tax Credit Properties (LIHTC) and Rental Assistance Demonstration Properties (RAD/PBV) from January 1, 2022, to December 31, 2023**

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 10-66/22-R

**TIMING:** Immediately

**DISCUSSION:** HUD regulations (24 CFR CH. IX, 982.517 Utility Allowance schedule) direct housing authorities to develop and provide utility allowances schedules to HCVP participants. Schedules are reviewed annually and updated as appropriate.

The new Housing Choice Voucher Utility Allowances will be effective on January 1, 2023.

Zappling conducted a utility allowance study for natural gas, oil, electricity, water and sewage usage for all housing types. The housing types are:

- **Detached houses** (single family/detached) – A stand alone, unattached structure designed to accommodate one family
- **Apartment** (elevator/low-rise or high-rise) – A structure three/four stories in which an elevator is provided.
- **Duplex/Rowhouse/Townhouse** - An apartment where a single family resides on two or more floors, within a structure of two or more connecting units, i.e living and kitchen area are on main level and bedrooms/bathroom on upper level or a structure containing three or more living units separated only by vertical walls.
- **Garden/Walk-Up** – (Garden) An apartment development of two or more three story, walk up structures built in a garden like setting; customarily a suburban or rural-urban fringe development **or** (Walk-up) A multi-level low-rise structure containing two or more living units, in which housing units are separated by a ceiling/floor from other housing units or mixed use i.e. a multi-family house.
- **Manufactured** – Any site with facilities suitable for parking two or more mobile homes semi-permanently

The Utility Allowance applies to all Housing Choice Voucher/Section 8 (HCV) Program participants.

HANH's utility allowance is for Heating, Cooking, Other Electric, Water Heating and Natural Gas and Electricity Monthly Fee and air conditioning, water and sewage when applicable. This includes whether the service is Natural Gas, Oil or Electric with or without a Heat Pump.

Per CFR 982.517, section (4)(c) Revisions of utility allowance schedule. (1) a PHA must review its schedule of utility allowance each year and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last



time the utility allowance schedule was revised. However, ECC can revise the utility allowance for a change less than 10%.

The study showed that there were changes from between 2021 and 2022. The following changes occurred to the utility rates:

- Electricity - The rate per kWh increased by 7.66%.
- Natural Gas – Southern Connecticut Gas, the natural gas supplier for the city of New Haven, charges separate rates for customers who have natural gas heating. Customers who do not use natural gas for heating are charged according to Schedule RSG. Customers who use gas for heating are charged according to Schedule RSH. Schedule RSG saw an increase in usage fees of 19.8%. Schedule RSH saw an increase of 16.86% for the first usage tier and a 23.09% increase for the second usage tier.
- Oil – Increased by 52.03% since last year. 2RW based calculations on a historical average of weekly residential heating Oil prices from the Energy Information Administration. Using an average price eliminates the peaks and troughs of constantly- varying data and provides a reasonable estimate of future oil prices.
- Water – Rates increased by 8.17%.
- Sewer – Rates have not changed since last year.

The attached Utility Allowance schedules are for the HANH Tenant Based (TBV) and Project Based (PBV) vouchers and the HANH owned tax credit (LIHTC) properties, and the RAD/PBV properties.

In accordance with resolution 07-54/01-R, approved by the Board of Commissioners on July 24, 2001, all contracts greater than \$50,000.00 and all change orders in excess of 10% of the contract value must be approved by the Board of Commissioners prior to execution, HANH staff is recommending that the Board of Commissioners approve the above resolution to provide an adjustment to the utility allowances to residents that participate in the Housing Choice Voucher Program to begin January 1, 2023 to December 31, 2023.

FISCAL IMPACT: None

STAFF: Tim Regan  
Housing Choice Voucher Manager



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution # 10-66/22-R**

**Resolution to Authorize the Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program to include Tenant Based Vouchers (TBV), Project Based Vouchers (PBV), Low Income Housing Tax Credit Properties (LIHTC) and Rental Assistance Demonstration Properties (RAD/PBV) from January 1, 2023, to December 31, 2023**

**WHEREAS**, HUD regulations (24 CFR CH. IX, 982.517 Utility Allowance schedule) direct housing authorities to develop and provide utility allowances schedules to HCVP participants; and

**WHEREAS**, the utility allowance schedule should be reviewed annually and updated; and

**WHEREAS**, the utility allowance applies to all Section 8 participants: and

**WHEREAS**, according to CFR 982.517, section (4)(c) Revisions of utility allowance schedule, (1) a PHA must review its schedule of utility allowance each year, and must revise its schedule for utility allowance if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised and can revise the utility allowance if there is a change of less than 10%; and

**WHEREAS**, HUD recently released an updated version of the Utility Schedule Model to reflect new weather data and allowance calculations; and

**WHEREAS**, according to the Utility Allowance study conducted by 2RW utility rates, the electricity rate increased by 7.66%, natural gas usage rate increased by 19.8% for the Schedule RSG and increase of 16.86% for first tier and 23.09% for second tier for Schedule RSH , oil rate increased by 52.03%, water rates increased by 8.17% and sewer rates have not changed.

**WHEREAS**, the attached Utility Allowance schedules are for the HANH Tenant Based (TBV) and Project Based (PBV) vouchers and the HANH owned tax credit (LIHTC) properties, and the RAD/PBV properties.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** that:

1. The proposed schedules for Utility Allowances, for the Housing Choice Voucher Program for the HANH Tenant Based (TBV) and Project Based (PBV) vouchers and the HANH owned tax credit (LIHTC) properties, and the RAD/PBV properties is approved.
2. The President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
3. The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
4. The resolution shall take effect January 1, 2023 to December 31, 2023.



I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton  
Secretary/ Executive Director

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy) 7/20/2022	
FY23 Locations with Gas Heat		None		Large Apartment (5+ units)				CT004			
Utility or Service		Monthly Dollar Allowances									
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Space Heating	Natural Gas	\$36	\$41	\$45	\$49	\$52	\$56	\$60	\$63	\$67	
	Bottled Gas										
	Electric Resistance	\$39	\$46	\$62	\$78	\$94	\$110	\$126	\$142	\$158	
	Electric Heat Pump	\$35	\$41	\$48	\$54	\$60	\$66	\$72	\$79	\$85	
	Fuel Oil	\$73	\$86	\$99	\$113	\$127	\$141	\$155	\$168	\$182	
Cooking	Natural Gas	\$5	\$6	\$8	\$11	\$14	\$16	\$19	\$21	\$24	
	Bottled Gas										
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49	
	Other										
Other Electric		\$38	\$45	\$63	\$80	\$98	\$115	\$133	\$150	\$168	
Air Conditioning		\$8	\$9	\$12	\$16	\$19	\$23	\$26	\$30	\$33	
Water Heating	Natural Gas	\$12	\$14	\$20	\$26	\$32	\$39	\$45	\$51	\$57	
	Bottled Gas										
	Electric	\$26	\$30	\$39	\$47	\$56	\$64	\$73	\$81	\$90	
	Fuel Oil	\$21	\$25	\$36	\$47	\$58	\$69	\$80	\$91	\$102	
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183	
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170	
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	
Fuel Oil Fee											
Bottled Gas Fee											
Trash Collection											
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	
Other - specify											

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations with Gas Heat		None		Lowrise Apartment (2-4 units)				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas	\$56	\$65	\$67	\$69	\$72	\$76	\$78	\$81	\$83
	Bottled Gas									
	Electric Resistance	\$57	\$67	\$86	\$106	\$125	\$145	\$164	\$184	\$203
	Electric Heat Pump	\$44	\$52	\$62	\$70	\$77	\$85	\$94	\$102	\$110
	Fuel Oil	\$124	\$146	\$157	\$168	\$179	\$190	\$201	\$212	\$223
Cooking	Natural Gas	\$5	\$6	\$8	\$11	\$14	\$16	\$19	\$21	\$24
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$47	\$55	\$76	\$98	\$119	\$141	\$162	\$184	\$205
Air Conditioning		\$8	\$10	\$14	\$18	\$22	\$26	\$30	\$34	\$38
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46	\$55	\$62	\$69
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations with Gas Heat		None		Manufactured				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas	\$42	\$48	\$52	\$57	\$61	\$68	\$72	\$77	\$82
	Bottled Gas									
	Electric Resistance	\$96	\$112	\$116	\$119	\$123	\$127	\$131	\$134	\$138
	Electric Heat Pump	\$42	\$49	\$59	\$66	\$73	\$80	\$88	\$96	\$103
	Fuel Oil	\$88	\$104	\$121	\$137	\$154	\$171	\$188	\$204	\$221
Cooking	Natural Gas	\$5	\$6	\$8	\$11	\$14	\$16	\$19	\$21	\$24
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$56	\$66	\$92	\$118	\$144	\$170	\$196	\$222	\$248
Air Conditioning		\$7	\$8	\$14	\$20	\$26	\$32	\$38	\$44	\$50
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46	\$55	\$62	\$69
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
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Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations with Gas Heat		None		Single Family Attached				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas	\$44	\$50	\$55	\$59	\$63	\$70	\$74	\$79	\$83
	Bottled Gas									
	Electric Resistance	\$57	\$67	\$86	\$106	\$125	\$145	\$164	\$184	\$203
	Electric Heat Pump	\$42	\$49	\$59	\$66	\$73	\$80	\$88	\$96	\$103
	Fuel Oil	\$93	\$110	\$126	\$142	\$159	\$175	\$191	\$208	\$224
Cooking	Natural Gas	\$5	\$6	\$8	\$11	\$14	\$16	\$19	\$21	\$24
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146	\$168	\$191	\$213
Air Conditioning		\$7	\$9	\$15	\$21	\$28	\$34	\$40	\$47	\$53
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46	\$55	\$62	\$69
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations with Gas Heat		None		Single Family House				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas	\$48	\$55	\$61	\$67	\$72	\$80	\$85	\$91	\$98
	Bottled Gas									
	Electric Resistance	\$91	\$107	\$125	\$143	\$161	\$178	\$196	\$214	\$232
	Electric Heat Pump	\$49	\$58	\$69	\$77	\$86	\$94	\$104	\$112	\$121
	Fuel Oil	\$104	\$122	\$142	\$162	\$181	\$201	\$221	\$240	\$260
Cooking	Natural Gas	\$5	\$6	\$8	\$11	\$14	\$16	\$19	\$21	\$24
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$56	\$66	\$92	\$118	\$144	\$170	\$196	\$222	\$248
Air Conditioning		\$6	\$7	\$15	\$24	\$33	\$41	\$50	\$58	\$67
Water Heating	Natural Gas	\$15	\$17	\$25	\$33	\$41	\$46	\$55	\$62	\$69
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type			Weather Code			Date (mm/dd/yyyy)
FY23 Locations without Gas Heat		None		Large Apartment (5+ units)			CT004			7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas									
	Bottled Gas									
	Electric Resistance	\$39	\$46	\$62	\$78	\$94	\$110	\$126	\$142	\$158
	Electric Heat Pump	\$35	\$41	\$48	\$54	\$60	\$66	\$72	\$79	\$85
	Fuel Oil	\$73	\$86	\$99	\$113	\$127	\$141	\$155	\$168	\$182
Cooking	Natural Gas	\$5	\$6	\$9	\$12	\$15	\$18	\$21	\$24	\$27
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$38	\$45	\$63	\$80	\$98	\$115	\$133	\$150	\$168
Air Conditioning		\$8	\$9	\$12	\$16	\$19	\$23	\$26	\$30	\$33
Water Heating	Natural Gas	\$13	\$15	\$22	\$28	\$35	\$42	\$49	\$55	\$62
	Bottled Gas									
	Electric	\$26	\$30	\$39	\$47	\$56	\$64	\$73	\$81	\$90
	Fuel Oil	\$21	\$25	\$36	\$47	\$58	\$69	\$80	\$91	\$102
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations without Gas Heat		None		Lowrise Apartment (2-4 units)				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas									
	Bottled Gas									
	Electric Resistance	\$57	\$67	\$86	\$106	\$125	\$145	\$164	\$184	\$203
	Electric Heat Pump	\$44	\$52	\$62	\$70	\$77	\$85	\$94	\$102	\$110
	Fuel Oil	\$124	\$146	\$157	\$168	\$179	\$190	\$201	\$212	\$223
Cooking	Natural Gas	\$5	\$6	\$9	\$12	\$15	\$18	\$21	\$24	\$27
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$47	\$55	\$76	\$98	\$119	\$141	\$162	\$184	\$205
Air Conditioning		\$8	\$10	\$14	\$18	\$22	\$26	\$30	\$34	\$38
Water Heating	Natural Gas	\$16	\$19	\$27	\$36	\$44	\$52	\$61	\$69	\$77
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations without Gas Heat		None		Manufactured				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas									
	Bottled Gas									
	Electric Resistance	\$96	\$112	\$116	\$119	\$123	\$127	\$131	\$134	\$138
	Electric Heat Pump	\$42	\$49	\$59	\$66	\$73	\$80	\$88	\$96	\$103
	Fuel Oil	\$88	\$104	\$121	\$137	\$154	\$171	\$188	\$204	\$221
Cooking	Natural Gas	\$5	\$6	\$9	\$12	\$15	\$18	\$21	\$24	\$27
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$56	\$66	\$92	\$118	\$144	\$170	\$196	\$222	\$248
Air Conditioning		\$7	\$8	\$14	\$20	\$26	\$32	\$38	\$44	\$50
Water Heating	Natural Gas	\$16	\$19	\$27	\$36	\$44	\$52	\$61	\$69	\$77
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)
FY23 Locations without Gas Heat		None		Single Family Attached				CT004		7/20/2022
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas									
	Bottled Gas									
	Electric Resistance	\$57	\$67	\$86	\$106	\$125	\$145	\$164	\$184	\$203
	Electric Heat Pump	\$42	\$49	\$59	\$66	\$73	\$80	\$88	\$96	\$103
	Fuel Oil	\$93	\$110	\$126	\$142	\$159	\$175	\$191	\$208	\$224
Cooking	Natural Gas	\$5	\$6	\$9	\$12	\$15	\$18	\$21	\$24	\$27
	Bottled Gas									
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49
	Other									
Other Electric		\$48	\$57	\$79	\$101	\$124	\$146	\$168	\$191	\$213
Air Conditioning		\$7	\$9	\$15	\$21	\$28	\$34	\$40	\$47	\$53
Water Heating	Natural Gas	\$16	\$19	\$27	\$36	\$44	\$52	\$61	\$69	\$77
	Bottled Gas									
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection										
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify										

Spreadsheet based on form HUD-52667.



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

U.S. Department of Housing  
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Office of Public and Indian Housing



Locality		Green Discount		Unit Type				Weather Code		Date (mm/dd/yyyy)	
FY23 Locations without Gas Heat		None		Single Family House				CT004		7/20/2022	
Utility or Service		Monthly Dollar Allowances									
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Space Heating	Natural Gas										
	Bottled Gas										
	Electric Resistance	\$91	\$107	\$125	\$143	\$161	\$178	\$196	\$214	\$232	
	Electric Heat Pump	\$49	\$58	\$69	\$77	\$86	\$94	\$104	\$112	\$121	
	Fuel Oil	\$104	\$122	\$142	\$162	\$181	\$201	\$221	\$240	\$260	
Cooking	Natural Gas	\$5	\$6	\$9	\$12	\$15	\$18	\$21	\$24	\$27	
	Bottled Gas										
	Electric	\$10	\$12	\$17	\$23	\$28	\$33	\$39	\$44	\$49	
	Other										
Other Electric		\$56	\$66	\$92	\$118	\$144	\$170	\$196	\$222	\$248	
Air Conditioning		\$6	\$7	\$15	\$24	\$33	\$41	\$50	\$58	\$67	
Water Heating	Natural Gas	\$16	\$19	\$27	\$36	\$44	\$52	\$61	\$69	\$77	
	Bottled Gas										
	Electric	\$32	\$38	\$49	\$59	\$70	\$80	\$91	\$101	\$112	
	Fuel Oil	\$27	\$31	\$45	\$59	\$73	\$87	\$101	\$115	\$129	
Water		\$40	\$43	\$57	\$79	\$101	\$123	\$142	\$162	\$183	
Sewer		\$30	\$30	\$43	\$66	\$88	\$110	\$129	\$149	\$170	
Electric Fee		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	
Natural Gas Fee		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	
Fuel Oil Fee											
Bottled Gas Fee											
Trash Collection											
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	
Other - specify											

Spreadsheet based on form HUD-52667.



## Utility Allowances for the Housing Authority of the City of New Haven

Detailed Rate Comparison – July 2021 vs. July 2022

July 20, 2022

### Overview

Changes in utility rates directly affect the final results of the utility allowances calculated by UAprc™. Between 2021 and 2022, utility rates varied from 0% higher to 52% higher. Table 1 provides a summary of the utility rates used to calculate the Housing Authority of the City of New Haven's utility allowances for Public Housing and Section 8 units.

**TABLE 1. Utility Rate Comparison – New Haven, CT**

Utility	2021		2022	
	Monthly Fee	Usage Fee	Monthly Fee	Usage Fee
Electricity	\$12.84	0.22994 \$/kWh	\$12.84	0.24756 \$/kWh
Natural gas (no heating)	\$17.93	1.6513 \$/CCF	\$17.93	1.9783 \$/CCF
Natural gas (heating)	\$15.64	1.5633 \$/CCF (first 30 CCF)	\$15.64	1.8268 \$/CCF (first 30 CCF)
		1.0626 \$/CCF (over 30 CCF)		1.3080 \$/CCF (over 30 CCF)
Oil (\$/gal)		2.4430 \$/Gal		3.7140 \$/Gal
Water	\$20.38	4.4060 \$/Ccf	\$20.81	4.7660 \$/Ccf
Sewer (\$/gal)	\$30.22	4.9100 \$/Ccf	\$30.22	4.9100 \$/Ccf

### Electricity

Residential electric rates from the United Illuminating Company saw significant changes from July 2021 to July 2022, with the rate per kWh increasing by 7.66%. The utility allowances calculated in July 2022 reflect this rate change.

### Natural Gas

Southern Connecticut Gas, the natural gas supplier for the City of New Haven, charges separate rates for customers who have natural gas heating. Customers who do not use natural gas for heating are charged according to Schedule RSG, and customers who do use natural gas for heating are charged according to Schedule RSH. Schedule RSG saw an increase in usage fees of 19.8%. Schedule RSH saw an increase of 16.86% for the first usage tier and 23.09% for the second usage tier.

### Oil

The oil rate used in this year's utility allowance study increased by 52.03% since last year. Zapping based calculations on a *historical average* of weekly residential heating oil prices from the Energy Information Administration. Using an average price eliminates the peaks and troughs of constantly-varying data and provides a reasonable estimate of future oil prices.

### Water

For 2022, the Greater New Haven Water Pollution Control Authority's monthly administrative fee did not change from last year. The usage charge increased by about 8.17%.



**Sewer**

Sewer rates have not changed since last year.



## **MEMORANDUM**

**To: Board of Commissioners**

**Date: October 18, 2022**

**From: Karen DuBois-Walton, Executive Director**

**Re: Resolution Approving the Housing Choice Voucher Payment Standard Schedule for FY 2023  
January 1, 2023 to December 31, 2023**

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 10-67/22-R

**TIMING:** Immediately

**DISCUSSION:** Section 8(c)(1) of the United States Housing Act of 1937 (USHA) requires the Secretary to publish Fair Market Rents (FMRs) periodically, but not less than annually, to be effective on October 1 of each year.

Per 24 CFR 982.503:

- (1) HUD publishes the fair market rents for each market area in the United States (see part 888 of this title). The PHA must adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction. For each FMR area, the PHA must establish payment standard amounts for each “unit size.” Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom, and so on).
- (2) The payment standard amounts on the PHA schedule are used to calculate the monthly housing assistance payment for a family (§982.505).
- (3) The PHA voucher payment standard schedule shall establish a single payment standard amount for each unit size. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area or may establish a separate payment standard amount for each designated part of the FMR area.

The FMR for an area is the amount that would be needed to pay the gross rent (shelter rent plus utilities) of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities.

A PHA may set its payment standard amounts from 90 percent to 110 percent of the published FMRS and may set them higher or lower with HUD approval.

The proposed Voucher Payment Standard will be set at 100 percent for the following unit sizes 3 bedroom, 4 bedroom, 6 bedroom and 8 bedroom. The payment standard will be set at 110 percent for the following unit sizes 0 bedroom, 1 bedroom, 2 bedroom and 5 bedroom. With the exception of the non-impacted areas (which are set at 120%) and hard to locate units such as accessible and larger bedroom size units, which may be set up to 150% as approved in HANH’s Moving to Work (MTW) Annual Plan.



The final FY2023 FMRs have increased by 11.9% to 14.5%.

		<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>6BR</b>	<b>7BR</b>	<b>8BR</b>
2022 FMR		\$1,048	\$1,186	\$1,447	\$1,789	\$1,995	\$2,294	\$2,594	\$2,893	\$3,192
2023 FMR		\$1,200	\$1,334	\$1,629	\$2,001	\$2,258	\$2,597	\$2,935	\$3,274	\$3,613
Difference		14.5%	12.5%	12.6%	11.9%	13.2%	13.2%	13.1%	13.2%	13.2%

		<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>6BR</b>	<b>7BR</b>	<b>8BR</b>
2022 VPS		\$1152	\$1304	\$1591	\$1967	\$2194	\$2523	\$2853	\$3182	\$3511
2023 VPS		\$1,320	\$1,467	\$1,791	\$2,001	\$2,258	\$2,856	\$2,935	\$3,274	\$3,613
Difference		15%	13%	13%	2%	3%	13%	3%	3%	3%

Per 24 CFR982.505

(3) *Decrease in the payment standard amount during the HAP contract term.* If the amount on the payment standard schedule is decreased during the term of the HAP contract, the PHA is not required to reduce the payment standard amount used to calculate the subsidy for the families under HAP contract for as long as the HAP contract remains in effect.

(i) If the PHA chooses to reduce the payment standard for the families currently under HAP contract during the HAP contract term in accordance with their administrative plan, the initial reduction to the payment standard amount used to calculate the monthly housing assistance payment for the family may not be applied any earlier than the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard amount.

FISCAL IMPACT:      None

STAFF:                      Lashanda Jones  
Housing Choice Voucher Manager



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution # 10-67/22-R**

**Resolution Approving the Housing Choice Voucher Payment Standard Schedule for FY 2023  
January 1, 2023 to December 31, 2023**

WHEREAS, Section 8(c)(1) of the United States Housing Act of 1937 (USHA) requires the Secretary to publish Fair Market Rents (FMRs) periodically, but not less than annually, adjusted to be effective on October 1 of each year; and

WHEREAS, per 24 CFR 982.503, HUD publishes the fair market rents for each market area in the United States and the PHA must adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction; and

WHEREAS, for each FMR area, the PHA must establish payment standard amounts for each “unit size.” Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom, and so on); and

WHEREAS, Voucher payment standards are used to calculate the Housing assistance payment (HAP) that HANH pays to the owner on behalf of the family leasing the unit; and

WHEREAS, A PHA may set its payment standard amounts from 90 percent to 110 percent of the published FMRS, and may set them higher or lower with HUD approval; and

WHEREAS, The proposed Voucher Payment Standard will be set at 100 percent for the following unit sizes 3 bedroom, 4 bedroom, 6 bedroom and 8 bedroom. The payment standard will be set at 110 percent for the following unit sizes 0 bedroom, 1 bedroom, 2 bedroom and 5 bedroom. With the exception of the non-impacted areas (which are set at 120%) and hard to locate units such as accessible and larger bedroom size units, which may be set up to 150% as approved in HANH’s Moving to Work (MTW) Annual Plan.

WHEREAS, The FY2023 final FMR and VPS is:

		0BR	1BR	2BR	3BR	4BR	5BR	6BR	7BR	8BR
2023 FMR		\$1,200	\$1,334	\$1,629	\$2,001	\$2,258	\$2,597	\$2,935	\$3,274	\$3,613
2023 VPS		\$1,320	\$1,467	\$1,791	\$2,001	\$2,258	\$2,856	\$2,935	\$3,274	\$3,613

; and

WHEREAS, the final FY2023 FMRs have increased by 2% to 15%.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, that:**

1. The Board authorizes the President to take such action and execute such documents as necessary to implement the provisions of this Resolution.
2. The President is hereby authorized to take any and all such action and execute such documents as necessary to effectuate the terms and conditions of this Resolution.



3 This Resolution shall take effect on January 1, 2023 until December 31, 2023.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on October 18, 2022.

\_\_\_\_\_  
Karen DuBois-Walton, Ph. D.  
Secretary/President

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



LII > Electronic Code of Federal Regulations (e-CFR)

- > Title 24 - Housing and Urban Development
- > Subtitle B - Regulations Relating to Housing and Urban Development
- > CHAPTER IX - OFFICE OF ASSISTANT SECRETARY FOR PUBLIC AND INDIAN HOUSING, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
- > PART 982 - SECTION 8 TENANT-BASED ASSISTANCE: HOUSING CHOICE VOUCHER PROGRAM
- > Subpart K - Rent and Housing Assistance Payment
- > **§ 982.503 Payment standard amount and schedule.**

## 24 CFR § 982.503 - Payment standard amount and schedule.

### CFR

### **§ 982.503 Payment standard amount and schedule.**

#### **(a) *Payment standard schedule.***

**(1)** HUD publishes the fair market rents for each market area in the United States (see part 888 of this title). The PHA must adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction. For each FMR area, the PHA must establish payment standard amounts for each “unit size.” Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom, and so on).

**(2)** The payment standard amounts on the PHA schedule are used to calculate the monthly housing assistance payment for a family (§ 982.505).

**(3)** The PHA voucher payment standard schedule shall establish a single payment standard amount for each unit size. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area, or



may establish a separate payment standard amount for each designated part of the FMR area.

**(b) *Establishing payment standard amounts.*** (1)(i) The PHA may establish the payment standard amount for a unit size at any level between 90 percent and 110 percent of the published FMR for that unit size. HUD approval is not required to establish a payment standard amount in that range ("basic range"). The PHA must revise the payment standard amount no later than 3 months following the effective date of the published FMR if a change is necessary to stay within the basic range.

**(ii)** The PHA may establish a separate payment standard amount within the basic range for a designated part of an FMR area.

**(iii)** A PHA that is not in a designated Small Area FMR area or has not opted to voluntarily implement Small Area FMRs under 24 CFR 888.113(c)(3) may establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. The PHA may establish an exception payment standard up to 110 percent of the HUD published Small Area FMR for that ZIP code area. The PHA must notify HUD if it establishes an exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area.

**(iv)** At the request of a PHA administering the HCV program under Small Area FMRs under § 888.113(c)(3), HUD may approve an exception payment standard for a Small Area FMR area above the 110 percent of the published FMR in accordance with conditions set forth by Notice in the FEDERAL REGISTER. The requirements of paragraph (c) of this section do not apply to these exception payment standard requests and approvals.

**(v)** The PHA may establish an exception payment standard of not more than 120 percent of the published FMR if required as a reasonable accommodation in accordance with 24 CFR part 8 for a family that includes a person with a disability. Any unit approved under an exception payment standard must still meet the reasonable rent requirements found at § 982.507.

**(vi)** The PHA may establish an exception payment standard of more than 120 percent of the published FMR if required as a reasonable accommodation in accordance with 24 CFR part 8 for a family that includes a person with a disability after approval from HUD. Any unit approved under an exception payment standard must still meet the reasonable rent requirements found at § 982.507.



**(2)** Except as described in paragraphs (b)(1)(iii) through (v) of this section, the PHA must request HUD approval to establish a payment standard amount that is higher or lower than the basic range. HUD has sole discretion to grant or deny approval of a higher or lower payment standard amount. Paragraphs (c) and (e) of this section describe the requirements for approval of a higher payment standard amount ("exception payment standard amount").

**(c) HUD approval of exception payment standard amount -**

**(1) HUD discretion.** At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the fair market rent area (called an "exception area"). HUD may approve an exception payment standard amount in accordance with this paragraph (c) of this section for all units, or for all units of a given unit size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount.

**(2) Above 110 percent of FMR to 120 percent of published FMR.** The HUD Field Office may approve an exception payment standard amount from above 110 percent of the published FMR to 120 percent of the published FMR (upper range) if the HUD Field Office determines that approval is justified by the median rent method or the 40th percentile rent or the Small Area FMR method as described in paragraph (c)(2)(ii) of this section (and that such approval is also supported by an appropriate program justification in accordance with paragraph (c)(4) of this section).

**(i) Median rent method.** In the median rent method, HUD determines the exception payment standard amount by multiplying the FMR times a fraction of which the numerator is the median gross rent of the exception area and the denominator is the median gross rent of the entire FMR area. In this method, HUD uses median gross rent data from the most recent decennial United States census, and the exception area may be any geographic entity within the FMR area (or any combination of such entities) for which median gross rent data is provided in decennial census products.

**(ii) 40th percentile rent or Small Area FMR method.** In this method, HUD determines that the area exception payment standard amount equals application of the 40th percentile of rents for standard quality rental housing in the exception area or the Small Area FMR. HUD determines whether the 40th percentile rent or Small Area FMR applies in accordance





# FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

## The FY 2023 New Haven-Meriden, CT HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$1,200	\$1,334	\$1,629	\$2,001	\$2,258
<a href="#">FY 2022 FMR</a>	\$1,048	\$1,186	\$1,447	\$1,789	\$1,995

New Haven town, Connecticut is part of the New Haven-Meriden, CT HUD Metro FMR Area, which consists of the following towns: Bethany town (New Haven County), CT; Branford town (New Haven County), CT; Cheshire town (New Haven County), CT; East Haven town (New Haven County), CT; Guilford town (New Haven County), CT; Hamden town (New Haven County), CT; Madison town (New Haven County), CT; Meriden town (New Haven County), CT; New Haven town (New Haven County), CT; North Branford town (New Haven County), CT; North Haven town (New Haven County), CT; Orange town (New Haven County), CT; Wallingford town (New Haven County), CT; West Haven town (New Haven County), CT; and Woodbridge town (New Haven County), CT. All information here applies to the entirety of the New Haven-Meriden, CT HUD Metro FMR Area.

### Fair Market Rent Calculation Methodology

— [Show/Hide Methodology Narrative](#) —

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. **[Calculate the Base Rent](#)**: HUD uses 2016-2020 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area as the new basis for FY2023, provided the estimate is statistically reliable. For FY2023, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2016-2020 5-year estimate, HUD checks whether the area has had at least 1 minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2023 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, HUD uses the estimate for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area as the basis for FY2023.

2. **[Calculate the Basis for Recent Mover Adjustment Factor](#)**: HUD has changed the calculation of the FY2023 Recent Mover Factor from previous years due to the unavailability of



ACS<sub>2020</sub> 1-year estimates. The Census Bureau did not release standard 1-year estimates from the 2020 American Community Survey (ACS) due to the impacts of the COVID-19 pandemic on data collection. For FY2023, HUD uses a multi-pronged approach that includes private sources of rental data.

In order to calculate rents that are "as of" 2020, HUD takes the average of the recent mover factor from 1-year ACS<sub>2019</sub> recent mover rent inflated by 2019-2020 gross rent change; and the factor from 5-year ACS<sub>2020</sub> recent mover rent. For areas where private data is available, the 2019-2020 gross rent change uses a weighted average of private sources and the Consumer Price Index (CPI) to calculate the annual percentage change in rents plus utilities from annual 2019 to annual 2020. For areas where private data is not available, the 2019-2020 gross rent change is based only on the CPI.

3. **Adjust for Inflation**: In order to calculate rents that are "as of" 2021, for areas where private data is available, HUD calculates the relevant (regional or local) change in gross rent inflation using a weighted average of private data sources and the Consumer Price Index (CPI) from annual 2020 to annual 2021. For areas where private data is not available, HUD uses only the CPI, which is the same process used in previous years.
4. **Calculate the Trend Factor**: To further inflate rents from 2021 to FY2023, HUD uses a "trend factor" based on the forecast of CPI gross rent changes through FY2023.
5. **Multiply the Factors**: HUD multiplies the base rent by the recent mover factor, the gross rent inflation factor, and the trend factor to produce a rent that is "as of" the current fiscal year.
6. **Compare to the State minimum**: FY2023 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.
7. **Calculate Bedroom Ratios**: HUD calculates "bedroom ratios" and multiplies these by the two-bedroom rent to produce preliminary FMRs for unit sizes other than two bedrooms.
8. **Compare to Last Year's FMR**: FY2023 FMRs may not be less than 90% of FY2022 FMRs. Therefore, HUD applies "floors" based on the prior year's FMRs.

### The results of the Fair Market Rent Step-by-Step Process

#### 1. **Base Rent Calculation**

The following are the 2020 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimates and margins of error for New Haven-Meriden, CT HUD Metro FMR Area.

Area	ACS <sub>2020</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS <sub>2020</sub> 5-Year 2- Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Sample Size Category	Result
New Haven-	<u>\$1,239</u>	\$26	\$26 / \$1,239=0.02099	6	0.02099 < .5



Meriden,  
CT HUD  
Metro FMR  
Area

6 ≥ 4  
Use  
ACS<sub>2020</sub> 5-  
Year New  
Haven-  
Meriden, CT  
HUD Metro  
FMR Area 2-  
Bedroom  
Adjusted  
Standard  
Quality  
Gross Rent

Since the ACS<sub>2020</sub> Margin of Error Ratio is less than .5, HUD uses the ACS<sub>2020</sub> New Haven-Meriden, CT HUD Metro FMR Area value for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent (Base Rent).

Area	FY2023 Base Rent
New Haven-Meriden, CT HUD Metro FMR Area	\$1,239

## 2. Recent Mover Adjustment Factor Calculation

Since New Haven-Meriden, CT HUD Metro FMR Area is covered by at least 3 private data sources, the calculation of the recent mover adjustment factor is as follows:

Area	ACS <sub>2019</sub> 1-Year Adjusted Standard Quality Recent- Mover Gross Rent	Average of Private Sources Annual Rent % Change 2019- 2020	CPI Shelter Rent % Change 2019- 2020	Combination of Private Sources and CPI (Shelter Rent Change)	Gross Rent Inflation Factor Calculation (Weighted Average of Shelter Rent and Utilities Changes)	ACS <sub>2019</sub> Recent Mover Rent Inflated to 2020	ACS <sub>2020</sub> 5-year All Mover Rent	Ratio
New Haven- Meriden, CT HUD Metro FMR Area	\$1,337	1.02595	1.02842	(1.02595 * 0.6) + (1.02842 * 0.4) = 1.02694	(1.02694 * 0.85784) + (0.97568 * 0.14216) = 1.01965	\$1,337 * 1.01965 = \$1,363	\$1,239	\$1,363 / \$1,239 = 1.10008

Area	ACS <sub>2020</sub> 5-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2020</sub> 5-year All Mover Rent	Ratio
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Area	ACS <sub>2020</sub> 5-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2020</sub> 5-year All Mover Rent	Ratio
New Haven-Meriden, CT HUD Metro FMR Area	\$1,360	\$1,239	\$1,360 / \$1,239 = 1.09766

Area	Average of Recent- Mover Ratios	Final Recent-Mover Adjustment Factor
New Haven-Meriden, CT HUD Metro FMR Area	$(1.09766 + 1.10008) / 2$ = 1.09887	$1.09887 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.09887

### 3. Inflation Adjustment Factor Calculation

Since New Haven-Meriden, CT HUD Metro FMR Area is covered by at least 3 private data sources, the calculation of the inflation adjustment factor is as follows: Compute the average change in rent measured by available private sector rent data sources between 2020 and 2021, compute the change in shelter rent between 2020 and 2021 measured by CPI local or regional CPI, compute a weighted average of the private and CPI rent changes, then compute the gross rent inflation factor as a weighted average of the combined private and CPI shelter rent increases and local or regional CPI utility price increases. The result inflates gross rents to be "as of" 2021.

	Average of Private Sources Annual Shelter Rent % Change 2020-2021	CPI Shelter Rent % Change 2020- 2021	Combination of Private Sources and CPI (Shelter Rent Change)	Gross Rent Inflation Factor Calculation (Weighted Average of Shelter Rent and Utilities Changes)	Type
Inflation Update Factor	1.09046	1.03099	$(1.09046 * 0.6)$ $+ (1.03099 * 0.4) =$ 1.06667	$(1.06667 * 0.83753) +$ $(1.09849 * 0.16247) =$ 1.07184	Private Sources + CPI Update Factor

### 4. Trend Factor Adjustment

The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2021 to 2023 for each CPI area and Census Region. This makes Fair Market Rents "as of" FY2023.

	Trend Factor	Trend Factor Type
Trend Factor	<a href="#">1.11650</a>	Region

### 5. Combination of Factors

The FY 2023 2-Bedroom Fair Market Rent for New Haven-Meriden, CT HUD Metro FMR Area is calculated as follows:



Area	<a href="#">Base Rent</a>	<a href="#">Recent-Mover Adjustment Factor</a>	<a href="#">Annual 2020 to 2021 Gross Rent Inflation Adjustment</a>	<a href="#">Trending 2021 to FY2023</a>	FY 2023 2-Bedroom FMR
New Haven-Meriden, CT HUD Metro FMR Area	\$1,239	1.09887	1.07184	1.11650	$\$1,239 * 1.09887 * 1.07184 * 1.11650 = \$1,629$

#### 6. **State Minimum Comparison**

In keeping with HUD policy, the preliminary FY 2023 FMR is checked to ensure that it does not fall below the state minimum.

Area	Preliminary FY2023 2-Bedroom FMR	FY 2023 Connecticut State Minimum	Final FY2023 2-Bedroom FMR
New Haven-Meriden, CT HUD Metro FMR Area	\$1,629	<a href="#">\$826</a>	\$1,629 ≥ \$826 Use New Haven-Meriden, CT HUD Metro FMR Area FMR of \$1,629

#### 7. **Bedroom Ratios Application**

Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

FY 2023 FMRs By Unit Bedrooms					
	<a href="#">Efficiency</a>	<a href="#">One-Bedroom</a>	Two-Bedroom	<a href="#">Three-Bedroom</a>	<a href="#">Four-Bedroom</a>
FY 2023 FMR	\$1,200	\$1,334	\$1,629	\$2,001	\$2,258

#### 8. **Comparison to Previous Year**

The FY2023 FMRs for each bedroom size must not be below 90% of the FY2022 FMRs.

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY2022 FMR	\$1,048	\$1,186	\$1,447	\$1,789	\$1,995
FY2022 floor	\$944	\$1,068	\$1,303	\$1,611	\$1,796
FY 2023 FMR	\$1,200	\$1,334	\$1,629	\$2,001	\$2,258
Use FY2022 floor for FY2023?	No	No	No	No	No

#### **Final FY2023 Rents for All Bedroom Sizes for New Haven-Meriden, CT HUD Metro FMR Area**

Final FY 2023 FMRs By Unit Bedrooms



	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2023 FMR	\$1,200	\$1,334	\$1,629	\$2,001	\$2,258

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page:

[http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023\\_code/2023summary.odn?&year=2023&fmrtype=Final&selection\\_type=county&fips=0900952070](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023_code/2023summary.odn?&year=2023&fmrtype=Final&selection_type=county&fips=0900952070)

### Other HUD Metro FMR Areas in the Same MSA

Select another Final FY 2023 HUD Metro FMR Area that is a part of the New Haven-Milford, CT:

Milford-Ansonia-Seymour, CT HUD Metro FMR Area ▼

Select Metropolitan FMR Area

### Select a different area

Press below to select a different county within the same state (same primary state for metropolitan areas):

Andover town (Tolland County), CT  
 Ansonia town (New Haven County), CT  
 Ashford town (Windham County), CT  
 Avon town (Hartford County), CT  
 Barkhamsted town (Litchfield County), CT

Select a new county

Press below to select a different state:

Select a new state

Select a Final FY 2023 Metropolitan FMR Area:

New Haven-Meriden, CT HUD Metro FMR Area ▼

Select Metropolitan FMR Area

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#) | [FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#) |

Prepared by the [Program Parameters and Research Division](#), HUD. Technical problems or questions? [Contact Us](#).



1 Year

			40th Percentile Of Open Market
Bedroom	Payment Standard	2022 HUD FMR	
0	1152	1048	1476
1	1304	1186	1500
2	1591	1447	1700
3	1967	1789	1800
4	2194	1995	1524
5	2523	2294	2995
6	2853	2594	2420
7	3182	2893	0
8	311	3192	0

28%  
15%  
7%  
-14%  
-30%  
19%  
-15%

			40th Percentile Of Open Market
Bedroom	Payment S	2023 HUD FMR	
0	1320	1200	1476
1	1467	1334	1500
2	1791	1629	1700
3	2201	2001	1800
4	2483	2258	1524
5	2856	2597	2995
6	3228	2935	2420
7	3961	3274	0
8	3974	3613	0

2022 Pymt		
2022 HUDFMR escalated 3 %	Standard escalated 3 %	2023 FMR at 95%
\$ 1,079.44	\$ 1,186.56	\$ 1,140.00
\$ 1,221.58	\$ 1,343.12	\$ 1,267.30
\$ 1,490.41	\$ 1,638.73	\$ 1,547.55
\$ 1,842.67	\$ 2,026.01	\$ 1,900.95
\$ 2,054.85	\$ 2,259.82	\$ 2,145.10
\$ 2,362.82	\$ 2,598.69	\$ 2,467.15
\$ 2,671.82	\$ 2,938.59	\$ 2,788.25
\$ 2,979.79	\$ 3,277.46	\$ 3,110.30



2 Year

Bedroom	Payment Standard	2021 HUD FMR	40th Percentile Of Open Market
0	1160	1055	1280
1	1299	1181	1283
2	1581	1438	1400
3	1972	1793	1525
4	2192	1993	1500
5	2521	2292	2050
6	2849	2591	1700
7	3178	2890	2250
8	3507	3192	0

KDW table

Bedroom	40th Percentile Of Open Market	2022 HUD FMR
0	1476	1048
1	1500	1186
2	1700	1447
3	1800	1789
4	1524	1995
5	2995	2294
6	2420	2594
7	0	2893
8	0	3192



**2023 FMR  
at 98%**

- \$ 1,176.00
- \$ 1,307.32
- \$ 1,596.42
- \$ 1,960.98
- \$ 2,212.84
- \$ 2,545.06
- \$ 2,876.30
- \$ 3,208.52





Payment Standard	2023 HUD FMR	Proposed at 110% Payment Standard	Difference from HUD FMR 2023 and Open MKT	Difference from 110% PS and Open MKT	Increase over current PS at HUD FMR	Increase over current PS at 110%
1152	1200	1320	-276	-156	48	168
1304	1334	1467	-166	-33	30	163
1591	1629	1791	-71	91	38	200
1967	2001	2201	201	401	34	234
2194	2258	2483	734	959	64	289
2523	2597	2856	-398	-139	74	333
2853	2935	3228	515	808	82	375
3182	3274	3961	NA	NA		
3511.2	3613	3974	NA	NA		

recommend going to 110% only at 0, 1, 2 and 5 BRs



## **MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** October 18, 2022

**FROM:** Karen DuBois-Walton, President

**RE:** Resolution authorizing the contract with Solar Youth for the Provision of Youth Development Programs for Residents in the West Rock area for a total contract amount of \$326,880 beginning October 18, 2022 through October 18, 2025

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution #10-68/22-R

**TIMING:** Immediately

**BACKGROUND:** In August 2022, HANH conducted a complete solicitation for the Provision of Youth Development Programs for Residents in the West Rock area. Proposals were received from Solar Youth, Boys & Girls Club and Markel's LLC. Proposals were evaluated, scored and Solar Youth was deemed the most responsible and responsive to provide services for young teens.

HANH has an ongoing need for the provisions of Youth Development Programs for Residents in the West Rock area. Without this program, most of our young people would not have anything to do to occupy their time in positive ways. Services to be provided include onsite staff Monday – Friday, and programming consisting of recreational activities, homework/reading assistance, and summer camp, child development activities for parents and children, and programs for youth.

Solar Youth has provided these services for several years. HANH recommends awarding a 1-year contract with 2 1-year additional options to renew beginning October 18, 2022 through October 18, 2025 for a not to exceed total contract amount of \$362,880.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

**FISCAL IMPACT:** \$362,880 FY 2023-2026

**FUNDING SOURCE:** MTW Funds

**STAFF:** Melody Ramos, CED Manager



**ELM CITY COMMUNITIES**  
**Housing Authority of the City of New Haven**

**Resolution # 10-68/22-R**

**Resolution authorizing the contract with the Solar Youth for the Provision of Youth Development Programs for Residents in the West Rock area for a total contract amount of \$362,880 beginning October 18, 2022 through October 18, 2025**

WHEREAS, In August 2022, HANH conducted a complete solicitation for the Provision of Youth Development Programs for Residents in West Rock area. Proposals were evaluated, scored; and

WHEREAS, Solar Youth was deemed the most responsible and responsive to the solicitation for Youth Development Program Services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

1. The award of the contract in an amount of \$120,960 for a 1-year contract with a 2 1-year additional option to renew with Solar Youth is hereby authorized for a total contract amount of \$362,880.
2. The President be and hereby is authorized, empowered and directed to take any and all such action ancillary, related and/or necessary action to fulfill the foregoing purposes and the purposes of this resolution.
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on October 18, 2022.

---

Karen DuBois-Walton, Ph.D.  
Secretary/President

---

Date

REVIEWED:  
MCCARTER & ENGLISH LLP  
GENERAL COUNSEL

By: \_\_\_\_\_  
Rolan Joni Young, Esq.  
A Senior Partner



CRITERIA	POINTS	General Background Information RFP	Solar Youth	Boys & Girls Club	
Qualifications and previous related work of key project personnel, particularly with regard to working within the HANH community, or other municipality of similar size, government structure, complexity and issues	MAXIMUM POINTS: 15	16 - 20 pts. Offeror's Previous Qualification shows that they have <u>more than 8-10 years experience</u> with successfully providing services fo the type & size listed in the RFP with the social support services necessary for completing and servicing the project through the term of the contract.			
		11-15 pts. Offeror's Previous Qualification shows that they have <u>more than 5-7 years experience</u> with successfully providing services fo the type & size listed in the RFP with the social support services necessary for completing and servicing the project through the term of the contract.			
		6-10 pts. Offeror's Previous Qualification show that they <u>less than 5 years experience</u> with successfully providing services fo the type & size listed in the RFP with the social support services necessary for completing and servicing the project through the term of the contract.			
		0 -5 pts. Offeror's have no previous qualification provided scope of services.			
			13	13	
Experience and previous related work of organization, particularly with regard to working within the HANH community, or other municipality of similar size, government structure, complexity and issues	MAXIMUM POINTS. 15	11 - 15 pts. Offer's Previous Qualifications related to Scope of Work shows that they have <u>more than 10 + years</u> experience with successfully providing Youth Dvelopment Programs of the type & size listed in the RFP with local support services necessary for completing and servicing this project through the term of the contract.			



CRITERIA	POINTS	General Background Information RFP	Solar Youth	Boys & Girls Club	
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		<b>0 - 5 pts.</b> Offer's Previous Qualifications related to Scope of Work shows that <u>they have less than 5 years</u> experience with successfully providing Youth Development Programs of the type & size listed in the RFP with local support services necessary for completing and servicing this project through the term of the contract.			
			13	13	
Understanding of Youth Development Goals, and local issues and needs, particularly expressed in Project Approach	MAXIMUM POINTS. 15	<b>10 - 15 pts.</b> Provide a brief description of no more than two two -written double -spaced pages demonstrating organization's understanding of the services required by this RFP and how the organizations's technical expertise, experience, fiancial resources, proven past performance, and proven managerial processes are consistent with and capable of supporting the specified requirements contained in RFP. 1. Background of the company and its principles, including ownership structure, areas of team expertise, technical capabilities, general understanding of the scope of work and agency's willingness to join HANH in the developmen of the youth work plan and program. 2. Documents and narratives that demonstate experience with previous Youth Development Program for persons and families of low income.			



CRITERIA	POINTS	General Background Information RFP	Solar Youth	Boys & Girls Club	
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			14	12	
Experience in developing comprehensive youth programming for mixed ages and developmentally appropriate for youth	<b>MAXIMUM POINTS. 15</b>	<b>15 pts.</b> Describe the proposed personnel's relevant experience over the <u>last five years</u> with preparing and implementing Youth Development Programs of similar size and scope to the set forth in this RFP. Included three case studies, if available, that illustrate your experience with relevant transactions wher the proposed have conducted Youth Development Programs. Complete HANH Reference and Past Performance form.			
		<b>5 - 10 pts.</b> Describe the proposed personnel's relevant experience over the <u>last 3-4 year</u> with preparing and implementing Youth Development Programs of similar size and scope to the set forth in this RFP. Included three case studies, if available, that illustrate your experience with relevant transactions wher the proposed have conducted Youth Development Programs. Complete HANH Reference and Past Performance form.			



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			14	9	
Sample materials and qualifications package submitted	MAXIMUM POINTS. 10	<b>11 -15 - pts.</b> Sumarize samples fo any/all documents and forms that that will be utilzied to perform the required scope of work. Submit documents and forms that will be used.			
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		<b>0- 5pts</b> did not submit summery or samples of any/all documents, forms, etc. that organization will utilize to perform the reuired services cntained in the RFP			
			8	9	
Responsiveness to submission requirements	MAXIMUM POINTS. 10	<b>6-10 pts.</b> Offerors's proposals must be prpared and submitted in such a manner that they address, at a minimum, the requirments of Sections 3.2 through 3.10 below in appropriated detail. Other preparation and submission requiremntns may be required by documents contained within PartII SOS. It is the Offeror's responsibility to ensure that their proposal sumittals properly address all requiremntns requested by the RFP.			



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			10	9	
For Section 3/MBE/WBE plan compliance	<b>MAXIMUM POINTS. 10</b>	<b>6 - 10 pts.</b> Offeror's is Section 3, WBE or MBE owned: or has submitted a plan for section 3 hiring goals and sub-contracting that meets HANH's goals.			
		<b>0-5 pts</b> <u>Did not demonstrate agency's is Section 3, WBE or MBE owned: or has not submitted a plan for section 3 hiring goals and sub-contracting that meets HANH's goals.</u>			
			10	0	
Compensation structure preference given to the most cost-efficient proposal.	<b>MAXIMUM POINTS. 10</b>	<div>10 pts. Compensation structure covers all aspects of the requested bid and is most cost-efficient</div> <div>1 to 9 pts. Scored in order of cost effectiveness</div> <div>0 pts. Compensation structure does not cover all aspects of the requested bid.</div>			
			8	7	
<b>Total</b>					
<b>AVERAGE SCORE</b>			91	71	

Signature of Score taker: \_\_\_\_\_

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



[illegible]



Comments



[illegible]



[illegible]



[illegible]



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<b>Total</b>					
<b>AVERAGE SCORE</b>			91	71	

Signature of Score taker: \_\_\_\_\_

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



[illegible]



Comments



	Comments



[illegible]



[illegible]



2022-10-12

Bid Sheet

Service	Quantity of participants - Max of 30 youth enrolled monthly	Total cost per youth enrolled monthly includes all costs associated with afterschool/summer programming, 5 afternoons per week consisting of all staffing, administrative expenses, activities, snacks and trips
Cost Estimate \$336.00	Max of 30 Youth Enrolled Monthly	\$ 10,080 per month

YEARLY TOTAL:

\$120,960

ALL COSTS (STAFFING AND ADMINISTRATIVE) TO INCLUDE ALL ACTIVITIES, SNACKS AND TRIPS  
FOR A MAX OF 30 YOUTH MONTHLY

THIS BID DOCUMENT MUST BE COMPLETED IN FULL TO BE DEEMED A  
RESPONSIVE PROPOSAL - NO OTHER FORMAT ACCEPTED





Housing Authority of New Haven

**CED-22-RFP-582**  
**Request for Proposals**

**Youth Development Program Services – West Rock**

**Issue Date: May 23, 2022**

**Karen DuBois-Walton**  
**President**





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## **Part I. Solicitation Information**

### ***A. Description of Services***

The Housing Authority of the City of New Haven d/b/a Elm City Communities (HANH/ECC) is seeking the services of a qualified offeror to design and provide youth development programs for the West Rock Community in New Haven, with a focus on youth residing at HANH/ECC's developments, including Westville Manor, Rockview/Brookside and Twinbrook.

### ***B. Important Due Dates/ Locations/ Time***

Schedule	
Event	Date
RFP Issued	May 23, 2022 at 3:00PM
Pre-Proposal Conference	June 7, 2022 at 10:00AM
Questions Due	June 13, 2022 at 12:00PM
Proposals Submittal Deadline	June 23, 2022 at 3:00PM

A Pre-Proposal Conference is scheduled for June 7, 2022 at 10:00 a.m. **ONLY** via conference call. Conference call link is attached as a separate document. Attendance is not mandatory but is recommended.

All questions concerning this RFP must be submitted in writing no later than June 13, 2022 at 12:00 p.m. EST using the Housing Authority of the City of New Haven's Collaboration Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>. To submit questions, you must register as an Interested Respondent.

Once the question period has ended, all responses to questions will be posted as an addendum and posted on Housing Authority of the City of New Haven's Collaboration Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>. All Addenda's must be acknowledged with a signature and timely submitted as part of this solicitation. Bids will be rejected if the addendum is not timely submitted as stated.





***C. Preparation of Submission:***

**Respondent must submit ONE complete file and must be uploaded via the Housing Authority of the City of New Haven's Collaboration Portal website due to COVID-19: <https://newhavenhousing.cobblestonesystems.com/gateway>.**

**Caution: Late Proposal submission will be handled in accordance with the provisions contained in HUD Form HUD 5369-B Titled "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS".**

Persons wishing to receive copies via overnight delivery are responsible for making all arrangements and paying related costs. All cost related to the preparation of this RFP and any related activities are the responsibility of the Offeror. HANH/ECC does not assume any liability for any cost incurred by the Offeror throughout the entire selection process.

All proposals submitted must conform to the requirements specified in the Instructions to Offerors, General Contract Conditions, and any/all other requirements contained herein, all of which form a part of the Request for Proposals by reference.

HANH/ECC reserves the right to postpone or cancel this RFP, to reject, in whole or in part, any and all proposals, to re-advertise for new proposals, and/or to not award any agreement pursuant to the RFP requirements if HANH/ECC deems it's in their best interest to do so. HANH/ECC further reserves the right to waive any minor informality, or the failure of any bidder to comply there with, if it is in the public interest to do so.

HANH/ECC will reject the proposal of any bidder who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any who has previously failed to perform any contract properly for HANH/ECC, or any instrumentality thereof.



## **Part II. Bid Protest**

Disagreements over the award of a HANH/ECC contract, referred to as protests, may occasionally arise between the PHA and an offeror. Usually, the protestor asserts that he/she should have received the contract award and alleges that HANH/ECC did not conduct the competition appropriately. (Note: While protests are commonly referred to as bid protests, any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) HANH/ECC, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.

**1. Designation of Protest Officials.** The Contracting Officer shall be responsible for the receipt of any form bid protest in writing and with conducting the initial bid protest hearing. Bid protest must be submitted within ten (10) days of the award of contract by the Authority.

The Contracting Officer shall render an impartial decision regarding any bid protest.

**2. Appeal of Initial Bid Protest Decision.** If the Contracting Officer denies the bid offeror's bid protest, the protestor must request an appeal of said finding in writing no later than ten (10) days of the date of receipt of the decision of the Contracting Officer. The appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee.) The request for an appeal hearing shall be directed to the Contracting Officer.

**3. Requirements for Written Protests.** Protestors shall submit a bid protest in writing to the Contracting Officer within ten (10) days of the award of the subject contract by the Authority to the following address. **Protest against terms of the solicitation must be made prior to the due date of solicitation.**

Contracting Officer  
360 Orange Street  
3<sup>rd</sup> Floor  
New Haven, CT 06511

The bid protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:

- a. Name, address, and phone number(s) of the protestor;
- b. Solicitation number and project title;
- c. A detailed statement of the basis for the protest;



- d. Supporting evidence or documents to substantiate any arguments; and
- e. The form of relief requested (e.g., reconsideration of their offer).

4. **Submission Time Period.** Generally, the offeror shall submit bid protest no later than ten (10) days of date the award of subject contract is made by the Board of Commissioners. **Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.**

5. **Time Period for Formal Protest Hearing.** The Contracting Officer, or his/her designee, shall conduct a protest hearing, if the written request warrants within ten (10) calendar days of receipt of the writing request by the protestor. The Contracting Officer may deem, based upon the evidence presented by the protestor, that a hearing is not warranted, and that an unbiased and impartial initial decision can be rendered without the need of a face to face hearing.

6. **Remedial Action.** If a protest is decided in favor of the protestor, HANH/ECC may consider, inter alia, the following remedies:

If the contract has not been awarded, the HANH/ECC may cancel or revise the solicitation or proposed contract award, or

If the contract has been awarded, the contract may be terminated for convenience and awarded to the protestor, or the procurement may be canceled and offers re-solicited.

7. **Emergencies or Unusual and Compelling Circumstances.** HANH/ECC may allow a contract to remain in place despite a successful protest in cases of emergency or unusual or compelling need for the supplies or services. However, if the HANH/ECC determines, based on compelling circumstances such as an emergency or serious disruption of its operations, that termination or re-solicitation would not be in the best interest of HANH/ECC, then HANH/ECC may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.

8. **Denials.** HANH/ECC shall notify the protestor in writing of its decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with our protest procedures.

9. **Appeal Procedures.** As stated above, appeal of the Contracting Officer's initial decision shall be heard by no fewer than two members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee). The request for an appeal must be made in writing as stated above and must include, but not be limited to:

- 1. A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.





10. **Documentation.** The Contracting Officer shall fully document the protest decision in writing in the contract file. Documentation shall include but not be limited to:

1. A copy of the subject solicitation and supporting documentation, including the copy of the advertisement of the bid.
2. A copy of the protestor's written protest.
3. A copy of the written finding of the Contracting Officer and that of any appeal officer(s).
4. Copy of documentation used by HANH/ECC to make its decisions that was protested by the protestor.

11. **Informal Resolution Processes.** Protestor may request an informal review of their protest either in writing or by phone.

### ***EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS***

All Equal Employment Opportunities including Section 3 (EEO) forms are provided in this package. The contractor/vendor must review all EEO forms, complete and submit the required EEO forms at the time of submission of bid or proposal. Bids/Contracts at all dollar values are subject to Section 3/MBE/WBE requirements.

After a Contract has been awarded, the contractor must attend a mandatory meeting with HANH/ECC's Director of Procurement. If there are any questions regarding the completion of the EEO forms please contact the Director of Procurement, at 203-498-8800 ext. 1200.

Staff is available at 360 Orange Street, 3rd floor, to assist persons with disabilities. The TTY/TDD number is (203) 497-8434. HANH/ECC is an equal opportunity housing agency.  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

*Karen DuBois-Walton, Ph.D.*

By:  
Karen DuBois-Walton, Ph.D.  
President

Date: *05/17/2022*



### Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Offerors in correctly preparing and submitting a responsive RFP in accordance with the requirements of the above RFP. The Index contains a listing of all required submittal items.

Please review this index and submit all documents that are checked “**REQUIRED SUBMITTAL**” with your proposal. Documents that are checked “**SIGNATURE REQUIRED**” must be properly executed. Documents that are checked “**NOTARY/CORPORATE SEAL REQUIRED**” must be notarized and/or have the Bidder’s corporate seal affixed.

Please view/ download the below listed documents from:

<https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.aspx>

INDEX OF SUBMITTAL DOCUMENTS				
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED	FOR YOUR REVIEW
<b>ALL PROJECTS</b>				
Letter of Interest	X	X		
Executive Summary	X			
Team Experience and Qualifications	X			
Offeror’s Approach	X			
Project Schedule / Availability	X			
Staffing & Qualifications	X			
Sample of Relevant Material	X			
<b>Required Acknowledgements and Certifications as listed below:</b>				
<i>Cover Sheet (Attached)</i>	X			
<i>Bid Sheet (Attached)</i>	X	X		
<i>HUD-5369-C- Certifications and Representation of Offerors</i>	X	X		
<i>HUD-5369-B Instruction to Offerors</i>				X
<i>Reference and Past Performance Form</i>	X			
<i>Acknowledgement of Addenda Form</i>	X	X		
<i>Section 3 Contractor Guide 2021</i>				X
<i>Contractor Highlight Section 3</i>				X
<i>Federal Executive Order 11246</i>				X
<i>HANH/ECC Section 3 Clause</i>				X
<i>HANH/ECC Bid Conditions for Equal Opportunity in Employment</i>				X
<i>General Conditions for Non- Construction- HUD 5370-C</i>				X
<i>HUD Form 50071- Certification of Payments to Influence Federal Transactions</i>	X	X		
<i>Non-Collusive Affidavit</i>	X	X	X	
<i>HANH/ECC’s Insurance Requirements</i>				X



## **Part IV. Scope of Services**

### **Background**

The Housing Authority of the City of New Haven d/b/a Elm City Communities (HANH/ECC) operates the Low-Income Public Housing and Housing Choice Voucher programs for the City of New Haven. Additionally, HANH/ECC operates Low Income Housing Tax Credit properties. HANH/ECC serves approximately 6,000 families. These families include approximately 5,200 young people under the age of 18 years old.

The West Rock area contains 517 units. The Place for Families community center, located at 295 Wilmot Road, is a multi-purpose center for programs that are designed to promote youth development, including a library, computer lab, kitchen, and other community spaces.

After school and other out-of-school time are widely recognized to be a high-risk time for children. In New Haven, youth violence has been identified as the biggest concern for the City and the schools. It is essential that children have a place to go after school and at other times when school is not in session, where time will be spent engaged in productive, enjoyable activities and where they will learn and be mentored by caring adults.

Population estimates for targeted developments:

<b>Development</b>	<b>Units</b>	<b>Estimated Youth</b>
Westville	143 units	197 children total ages 5-17
Rockview/Brookside	277 units	133 children total ages 5 to 17
Twinbrook	97 units	64 children ages 5 to 17
Total	517 units	394 children total ages 5-17

### **Overview**

HANH/ECC is seeking proposals from qualified offerors to provide comprehensive Youth Development Programs for the West Rock Developments to take place on site at 295 Wilmot Road. The purpose of the program is to inspire and enable children to realize their full potential as productive, responsible, and caring citizens.

### **General Requirements**

1. The range of programs shall include but not be limited to:



- a. Provide comprehensive programming for children, ages 5-17, that will provide a safe and positive place for out-of-school hours to be provided during the school year.
  - b. Administer program to a maximum HANH/ECC youth on afternoons for up to 20-25 hours per week.
  - c. Provide Summer Day camp that shall include onsite programming, field trips, recreation, etc. to be offered between July through August.
  - d. Provide monthly reporting in the manner required by HANH/ECC.
  - e. Recommend to HANH/ECC other supports, incentives, etc. that may facilitate youth success.
  - f. Coordinate with HANH/ECC's staff to identify youth resident participants for the program.
  - g. Provide ongoing services to identify youth throughout the course of the program.
  - h. Maintain an enrollment of a maximum of 30 youth per month from the West Rock Developments.
2. Tracking and measuring outcomes shall include but not inclusive of the following:
- a. Improved work, study habits and homework completion resulting in improved academic performance
  - b. Increased creativity and motivation
  - c. Increased non-violent or peaceful responses to conflict
  - d. Improved resilience
  - e. Increased awareness of issues that impact life and community

### **Work Standards**

Contractor shall at its sole cost and expense, comply with and require and ensure that all of Contractor's agents, representatives and invitees comply with all applicable local, state, and federal governmental laws, ordinances, by-laws, rules, regulations, orders, executive orders, guidelines and decrees, including, but not limited to those issued with respect to covid-19 and any other public health threat (collectively for purposes of this Section, "Laws") affecting its use and/or occupancy of Authority property, and procure all licenses, permits and approvals and take all such other actions as are necessary in order to comply with all such Laws. Contractor shall provide Authority with copies of (i) all licenses, permits, approvals or other evidence of Contractor's compliance with Laws relating to Contractor's use and occupancy of Authority property.

Contractor shall, at its sole cost and expense, be responsible for and shall clean, sanitize and maintain all property of the Authority occupied by Contractor in connection with the provision of the services hereunder, such cleaning to be performed on a regular and consistent basis, and in compliance with all applicable law, rules, regulations and recommendations of the U.S. Centers





for Disease Control, Connecticut Department of Health and City of New Haven Health Department in connection with cleaning requirements to mitigate the spread of covid-19.

Within five (5) days hereof, Contractor shall provide Authority with a plan satisfactory to Authority for mitigating the risks of covid exposure to the residents it will serve. Such plan shall include identifying who shall be responsible for all periodic cleaning, sanitizing, maintenance and upkeep of the Community Room, as may be required by applicable law, rules and regulations, and as required or recommended by, inter alia, the U. S, Centers for Disease Control, State of Connecticut Department of Public Health, and the City of New Haven Department of Health.

Contractor shall require that all of Contractor 's invitees to Authority property comply with all applicable law, rules and regulations regarding the use and occupancy of Authority property, including but not limited to compliance with all applicable law, rules and regulations required or recommended by, inter alia, the U. S, Centers for Disease Control, State of Connecticut Department of Public Health, and the City of New Haven Department of Health.

Contractor shall require that all of Contractor 's invitees to Authority property comply with all requirements of Authority in connection with fire, life, and safety protocols required in connection with Authority's compliance with all applicable law, rules and regulations required or recommended by, inter alia, the U. S, Centers for Disease Control, State of Connecticut Department of Public Health, and the City of New Haven Department of Health.

### **Work Procedures**

All programs and services provided by Contractor shall be provided Monday through Friday, and shall end at 6:30 p.m., on each such day, unless authorized by Authority's Director of Community and Economic Development not less than two (2) weeks prior to such event. Contractor shall seek authorization from the Authority's Director of Community and Economic Development not less than two (2) weeks prior to such event, for any special events that are not part of the usual programming and services to be provided hereunder.

### **Protection of Property**

Existing areas adjacent to the scope of work to be performed shall be protected against damage during demolition, inspection, repair, and installation.

The contractor will make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this agreement, the contractor shall replace or repair the same at no cost to HANH/ECC, HANH/ECC's residents or the public. If damage is caused by the contractor and the damage must be repaired or replaced by HANH/ECC, the cost of such property or repairs will be deducted from monies due to the contractor.





### **Employees of the Contractor**

No one except authorized employees of the contractor are allowed on HANH/ECC's premises or housing units.

The contractor's employees are not to be accompanied to their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the contractor. At HANH/ECC's option, security screenings of all employees performing work may be required. The contractor must have a current employee register.

### **Insurance**

The contractor shall maintain throughout the duration of the contract the following insurances. The contractor must submit a copy of their certificate of insurance for the following coverage:

- Manufacturer's and Contractor's Public Liability Insurance
- Workmen's Compensation for all employees associated with operations
- Property Damage Insurance

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the contractor. General Liability Insurance naming Housing Authority of New Haven as an additional insured must be presented before contract award and kept current for the entire contract term.

### **Drug Free Workplace**

HANH/ECC is a drug-free workplace. The use, possession, or transfer of illegal drugs, controlled substances (including medications with a valid prescription), simulated (look-alike) drugs, drug paraphernalia, or alcohol on HANH/ECC's premises is always strictly prohibited. The contractor will be required to comply with and enforce this policy, with respect to HANH/ECC's employees and residents as part of employment. Any contractor's employees found in violation of this policy must not be assigned to any HANH/ECC's development.

The contractor must have a written policy pertaining to the use of possession of drugs, alcohol, and other contraband items in a form and content acceptable to HANH/ECC. The contractor will ensure that copies of said policy are provided to all staff and is available to HANH/ECC.

The contractor must always maintain a comprehensive drug and alcohol testing program during the term of this contract. The procedures for such programs, including any related policies, will be provided by the contractor as a part of the bid submittal.

The contractor will be solely responsible for ensuring that employees assigned to a development have been informed of and understand this policy and must monitor compliance with said policy as provided above.





### **Contract Terms**

The offeror will be issued for one (1) year with an option to renew for 2 additional one-year terms with the consent of the President and the Contractor.

HANH/ECC reserves the right to award the contact to one or more contractors in the best interest of HANH/ECC.

HANH/ECC reserves the right to add or delete properties.



## **Part V. Submission Requirements**

### ***a. Proposal Preparation and Submission***

Offerors' proposals must be prepared and submitted in such a manner that they address, at a minimum, the requirements of Sections B through L below in appropriate detail. Other preparation and submission requirements may be required by documents contained within Part IV (Scope of Services). It is the Offeror's responsibility to ensure that their proposal submittals properly address all requirements requested by the RFP.

### ***b. Letter of Interest***

At the beginning of each proposal, the Offeror must provide a letter of interest listing the Offeror's members and identifying the primary contact person. The letter must be signed by an authorized principal of the Offeror's firm and include a statement that the proposal will remain valid for not less than one hundred twenty (120) days from the due date

### ***c. Executive Summary***

Provide a brief description of no more than two (2) type-written double-spaced pages demonstrating your organization's understanding of the services required by this RFP and how your organization's technical expertise, experience; Public Housing and/or affordable housing, financial resources, proven past performance, and proven managerial processes are consistent with and capable of supporting the specified requirements contained herein.

### ***d. Team Experience and Qualifications***

- a. Name of Offeror and proposed role.
- b. Main address, telephone/fax numbers and email address of Offeror's place of employment.
- c. Address and telephone number of the office from which services will be provided to the Agency (if different from above).
- d. Contact person, title, telephone/fax numbers and email address.
- e. Description of the size, number of employees and the current workload of the Offeror.
- f. Identify the individual who will serve as Project Manager for the Offeror and who will direct and coordinate the effort to completion.

### ***e. Offeror's Approach to Providing Required Services***

Provide a brief description of no more than four (4) type written doubled space pages describing your organization's understanding of each of the separate tasks required under Part IV. (Scope of Services) and the methodology that will be utilized to provide all required services.



***f. Project Schedule/ Ability to Perform in a Timely Manner***

Describe your organization's ability to perform all required services in a timely manner. Include all proposed processes and timeframes for completion of same.

***g. Staffing and Qualifications/ List of Key Personnel***

Provide a listing of all key personnel that will be responsible for demonstrating their relevant experience necessary to perform the required services contained herein along with copies of current resumes applicable to each. The Contractor must provide HANH/ECC with the qualification of prospective site staff and have at a minimum, five years training and consulting experience.

***h. Sample of Relevant Material***

Submit samples of any/all charts, documents, forms, etc. that your organization will utilize to perform the required services contained herein.

***i. Relevant and Past Experience***

Offeror(s) must complete the HANH/ECC Reference and Past Performance Form

***j. Employment and Contracting Action Plan***

Offeror(s) should review HANH/ECC's Bid Conditions for Equal Opportunity in Employment, Section 3 Clause (Qualification Information), Federal Executive Order 11246 Compliance Requirements, and Clauses 16 (Equal Employment Opportunity) and 21 (Training and Employment Opportunities for Residents in the Project Area) of HUD Form HUD-5370-C (General Conditions for Non-Construction Contracts)

***k. Required Certifications***

All certifications and other required documents shown on the "Index of Submittal Documents Required for RFPs" must be prepared and submitted with Offeror's proposal for the proposal to be considered responsive to the HANH/ECC Request for Proposals (RFP)/Solicitation requirements. The minimum amount of time that Offeror's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the proposal submittal date.

***l. Mandatory Clauses***

HUD FORM HUD-5370-C (General Conditions for Non-Construction Contracts) and HANH/ECC's Supplemental Conditions to HUD Form HUD-5370-C include all clauses mandated by 24 CFR 85.36.



## **Part VI. Evaluation Criteria and Selection Procedures**

### ***1. Proposal Evaluation/Contract Award***

Evaluation of the responses to this RFP may be evaluated using a two-step process. Step 1 may be used to determine which Offerors proposals are acceptable or potentially within the acceptable range. During Step 1, a committee will be appointed to evaluate technical proposals in accordance with the evaluation criteria stated in the RFP. The technical evaluation panel or committee performs the review of all technical proposals using the RFP's evaluation criteria.

For the purpose of conducting negotiations, proposals will be initially classified as acceptable, potentially acceptable, or unacceptable. The competitive range decision will consider the evaluation of both technical and cost/price proposals. Proposals determined by the Contracting Officer to be acceptable or potentially acceptable and that have a reasonable chance of award shall be included in the competitive range.

As part of the evaluation process, proposals classified as acceptable and potentially acceptable will be requested to present its proposal and demonstrate the system before the evaluation committee. Any information gained during the presentation(s) may be used in the evaluation of the proposal. Failure to honor this request will be grounds for rejection of the respondent's proposal with no further consideration given.

### ***2. Evaluation Criteria***

The evaluation criteria to which each Offeror's submitted proposal will be reviewed, ranked, and scored is as follows. Each proposal has a maximum total possible score of 100 points.

1. Qualifications and previous related work of key project personnel, particularly regarding working within the HANH/ECC community, or other municipality of similar size, government structure, complexity, and issues. **(maximum of 15 points)**
2. Experience and previous related work of organization, particularly regarding working within the HANH/ECC community, or other municipality of similar size, government structure, complexity, and issues. **(maximum of 15 points)**
3. Understanding of youth development goals, and local issues and needs, particularly expressed in project approach. **(maximum of 15 points)**
4. Experience in developing comprehensive youth programming for mixed ages and developmentally appropriate for youth. **(maximum of 15 points)**
5. Sample materials and qualifications package submitted. **(maximum of 10 points)**
6. Responsiveness to submission requirements. **(maximum of 10 points)**



7. Compensation structure preference given to the most cost-efficient proposal. **(maximum 10 points)**
8. For Section 3/MBE/WBE plan compliance. **(maximum of 10 points)**

Proposals will be reviewed by an Evaluation Committee and in accordance with HANH/ECC's Procurement Procedures.

For the purpose of conducting negotiations, proposals will be initially classed as:

- Acceptable (within range of 70-100 points),
- Potentially acceptable (within range of 60-69 points) or
- Unacceptable (within range of 0-59 points).

Proposals determined by HANH/ECC's Contracting Officer to be either acceptable or potentially acceptable and that have a reasonable chance of resulting in a contract award considering their technical evaluation results and their proposed costs will be included in the competitive range. Proposals deemed acceptable or potentially acceptable will be invited for an interview.

Once HANH/ECC has completed the review process, HANH/ECC will enter negotiations with the highest ranked firm selected by the evaluation criteria, with the intention of reaching a best and final offer on a fair and reasonable rate schedule for professional services. If an agreement cannot be reached, HANH/ECC will terminate negotiations with that firm and will proceed to the next-highest ranked firm until rates determined to be fair and reasonable to both parties are obtained. Please note that if negotiations are terminated with a firm, HANH/ECC may not go back to that firm for any additional negotiations – even if the next lower ranked respondent is higher in price.

HANH/ECC will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to HANH/ECC, cost or price and other factors, specified elsewhere in this solicitation, considered.

HANH/ECC may

1. Reject any or all offers if such actions are in HANH/ECC's interest,
2. Accept other than the lowest offer,
3. Waive informalities and minor irregularities in offers received, and
4. Award more than one contract for all or part of the requirements stated.

If this solicitation is a request for proposals (RFP), HANH/ECC may award a contract based on initial offers received, without discussion. There, each initial offer should contain the offerors best terms from a cost or price and technical standpoint.

All Offeror(s) must disclose any conflicts of interest, e.g., family member of HANH/ECC staff or a resident of public housing or Section 8 (Housing Choice Voucher) in the City of New Haven.





## **Request for Proposals**

**CED-22-RFP-582**

### **Youth Development Program Services – West Rock**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Karen DuBois-Walton, Ph.D.**  
**President**



**Bid Sheet**

Service	Quantity of participants - Max of 30 youth enrolled monthly	Total cost per youth enrolled monthly includes all costs associated with afterschool/summer programming, 5 afternoons per week consisting of all staffing, administrative expenses, activities, snacks and trips
Cost Estimate	Max of 30 Youth Enrolled Monthly	\$ per month

**YEARLY TOTAL:**

\_\_\_\_\_

**ALL COSTS (STAFFING AND ADMINISTRATIVE) TO INCLUDE ALL ACTIVITIES, SNACKS AND TRIPS  
FOR A MAX OF 30 YOUTH MONTHLY**

***THIS BID DOCUMENT MUST BE COMPLETED IN FULL TO BE DEEMED A  
RESPONSIVE PROPOSAL - NO OTHER FORMAT ACCEPTED***



SOLAR YOUTH, INC. ACTIVE

53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

BUSINESS DETAILS

Business Details

General Information

Business Name

SOLAR YOUTH, INC.

Business status

ACTIVE

Citizenship/place of formation

Domestic/Connecticut

Business address

53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Annual report due

11/1/2020

NAICS code

Business ALEI

0661154

Date formed

11/2/2000

Business type

Non-Stock

Mailing address

53 WAYFARER ST., NEW HAVEN, CT, 06515, United States

Last report filed

2019

NAICS sub code

Principal Details

Principal Name

JOANNE SCIULLI

Principal Title

EXECUTIVE DIRECTOR

Principal Business address

53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Principal Residence address

425 WEST ROCK AVENUE, NEW HAVEN, CT, 06515, United States



Principal Name  
JENNIFER MILIKOWSKY

Principal Title  
TREASURER

Principal Business address  
53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Principal Residence address  
3 EDGEHILL ROAD, NEW HAVEN, CT, 06511, United States

Principal Name  
MARIA GOMEZ

Principal Title  
CHAIR

Principal Business address  
53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Principal Residence address  
11 BARNETT STREET, NEW HAVEN, CT, 06515, United States

Principal Name  
CORINNE CASTRO

Principal Title  
SECRETARY

Principal Business address  
53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Principal Residence address  
106 KNOLL DR, CONNECTICUT, HAMDEN, CT, 06518, United States

Principal Name  
JOANNE MOORE

Principal Title  
VICE-CHAIR

Principal Business address  
53 WAYFARER STREET, NEW HAVEN, CT, 06515, United States

Principal Residence address  
201 DORRANCE STREET, HAMDEN, CT, 06518, United States

## Agent details

Agent name  
JOANNE K. SCIULLI

Agent Business address  
425 WEST ROCK AVE., NEW HAVEN, CT, 06515, United States

Agent Residence addresss  
425 WEST ROCK AVE. , NEW HAVEN, CT, 06515, United States

## Filing History

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## Name History



None

## Shares



None



## Entity Information Search Results

0 Total Results

### Filter by:

Keyword (ALL)

"Solar Youth

Inc."

Status

active