



Housing Authority of New Haven

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

## AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
360 ORANGE STREET NEW HAVEN CT 06511  
TUESDAY, DECEMBER 19<sup>th</sup>, 2023 at 4:00 P.M.  
<https://v.ringcentral.com/join/215683616>  
**Dial: 1-650-4191505**  
**Access Code / Meeting ID: 215 683 616**

1. Roll Call
2. Approval of the minutes from November 21, 2023
3. Bills and Communications
4. Public Comments (3 Minutes per Individual /15 Minutes per Group)
5. President's Report

### **ACTION ITEMS**

#### **FINANCE COMMITTEE:**

*NONE*

#### **P&D COMMITTEE:**

1. **Resolution 12-99/23-R;** Resolution Authorizing the Use of MTW Block Grant Funds In The Amount Not To Exceed \$3,934,888 For The Submission Of An Application To The State Of Connecticut Department Of Housing And The Connecticut Housing Finance Authority For A Nine Percent Low Income Housing Tax Credit (LIHTC) Application For The Westville Manor Phase I Redevelopment Project
2. **Resolution 12-100/23-R;** Resolution Authorizing an Extension to The Exclusive Option Agreement Between The Authority D/B/A Elm City Communities ("ECC") And Westville Manor Rad I, LLC, ("Lessee") To Ground Lease Westville Manor Phase I ("Property") For The Period Commencing December 30, 2023 To December 31, 2026
3. **Resolution 12-101/23-R;** Ratifying, Authorizing And To The Extent Necessary, Reauthorizing The Negotiation, Execution And Delivery Of Purchase And Sale Agreement, The Expenditure Of (I) One Million Four Hundred Twenty Thousand And 00/100 Dollars For The Purchase Of Real Property Located At 16 East Grand Avenue And 36 East Grand Avenue, New Haven, Connecticut And (II) Up To Twenty Thousand And 00/100 Dollars For Assumed Permit Costs For The Property, And The Negotiation, Execution And Delivery Of A Commercial Lease For A Portion Of The Property

## SERVICES COMMITTEE:

4. **Resolution 12-102/23-R;** Resolution Authorizing Approval of Moving To Work (MTW) Annual Report For FY 2023
5. **Resolution 12-103/23-R;** Resolution authorizing an Employee Sharing Agreement for Preventive Maintenance, Routine, and Emergency Electrical, Plumbing, HVAC, Carpentry and Extermination Services between the Housing Authority of the City of New Haven and 360 Management Group Company
6. **Resolution 12-104/23-R;** Resolution Ratifying Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies
7. **Resolution 12-105/23-R;** Resolution Authorizing Contract Award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024
8. **Resolution 12-106/23-R;** Resolution Authorizing Contract Award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years

## ADJOURNMENT

MINUTES  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
360 ORANGE STREET NEW HAVEN CT 06511  
TUESDAY, NOVEMBER 21ST 2023 at 4:00 P.M.

Those present included:

William Kilpatrick, Chairman  
Alberta Witherspoon, Commissioner  
Kevin Alvarez, Commissioner  
Danya Keene, Commissioner  
Elmer Rivera, Commissioner  
Mayor Justin Elicker  
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 4:00 p.m.

At Roll Call, Karen DuBois-Walton was present in person in the boardroom along with, Chairman Kilpatrick, Commissioner Alvarez, Commissioner Keene and Commissioner Witherspoon.

**Approval of the Minutes from the Tuesday, October 17, 2023 Meeting:**

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

**Aged Accounts Payable Report totaling \$ 24,815.05 (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 November 21, 2023, Board of Commissioners meeting.**

**Bank Book Check Register totaling \$ 4,312,782.80 (listed on page 12). This list consists of invoices that have been paid from October 1 – October 31, 2023. BRD Builders, LLC \$73,530) for Essex Improvements; VASE Management LLC (\$176,991) for Scattered Sites Lead; Can I Live, Inc (\$8,775) for Resident owned businesses; City of New Haven (\$ 66,410) for 2 month LCI, trash & fuel; Advance Security Integration LLC dba Security 101 (\$ 90,964) for cameras on various property; Banton Construction Company (\$ 121,106) for Wolfe PH 1 Projects; Housing Authority Risk Retention Group, Inc (\$ 376,358) for Liability & Auto Insurance; McCarter & English, LLP (\$90,332) for agency-wide legal services; JLY Enterprises LLC (\$ 97,469) for Scattered Site Lead; A. Prete Construction Company, Inc (\$ 76,954) for Scattered Sites; Anthem Blue Cross/Blue Shield (\$ 497,818.47) for employee medical, dental & vision benefits; Lothrop Associates, LLP (\$ 12,027) IQC A&E Lead projects Essex; Home Depot (\$ 65,593) for agency-wide materials; HD Supply Facilities Maintenance, Ltd (\$33,077) agency-wide supplies; United Illuminating (\$ 129,149) for various sites; Southern Connecticut Gas (\$ 37,491) for agency-wide gas service; Regional Water Authority (\$ 82,248) For agency-wide services.**

The total of both registers is \$ 4,337,597.85

**Public Comments:** *None*

## **President's Report**

**To: ECC/HANH Board of Commissioners**  
**From: Karen DuBois-Walton, Ph.D., President**  
**Date: November 21, 2023**  
**RE: President's November 2023 Report**  
**I. Administrative**

**Our team continues to work toward our strategic pillars:**

- **House more families (more quickly) in the highest quality housing in communities of their choice**
- **Support residents' ability to live their best life and achieve goals that move them toward greater housing and life choices**
- **Cost effective and cost-efficient delivery of services in ways that maximize impact in our community (jobs, contracting, economic development) and**
- **Spark policy change that creates growth in housing market especially for families in need of affordable housing**

**We find ourselves in preparation for the Holiday season as Thanksgiving is upon us. We wish everyone a safe and fulfilling holiday season. Special thanks go to Mr. Erik Clemons for his long tenure on our Board of Commissioners. We welcome the appointment of our newest Commissioner, Mr. Kevin Alvarez. We look forward to your service in support of our mission.**

**This past month has been busy. With great appreciation for the effort to hold a special Board meeting at the end of October, we were able to move forward with the long-anticipated purchase of the parcel at Union Square (formerly known as Church St South). Shenae led our negotiations with Northland and brought us to a fair and reasonable sale price. After holding the State of CT required public hearing on November 13, 2023, we were able to execute a purchase and sales agreement. Read about the transaction here: [https://www.newhavenindependent.org/article/church\\_street\\_south\\_2](https://www.newhavenindependent.org/article/church_street_south_2) Now we continue with the exciting planning process for 49 Union Ave, the Union Square neighborhood and the surrounding Hill district. To that end, our Glendower team has planned the CNI introductory meeting for November 27<sup>th</sup> at 5:30 pm at High School in the Community. All are welcome.**

**Over the past month both Shenae and I have had the opportunity to attend a variety of conferences that offer an opportunity to showcase our credentials and experience and network. I attended the CLPHA Fall meeting and presented on building resident centered communities. Shenae attended two developer oriented conferences in Boston and Chicago.**

**Thank you to all who worked hard on the Community Investment Fund (CIF) award for our development in partnership with St. Luke's Church. It was a joy to celebrate this accomplishment with a press release including our Governor, State Senators and Representatives, Mayor and DECD partners along with the team and parishioners of St. Luke's. For more on that, click here: <https://www.nhregister.com/news/article/new-haven-whalley-avenue-revitalization-ct-grant-18458605.php>**

**On November 14<sup>th</sup> and 15<sup>th</sup> our 360 MGT team hosted our investor partners from Hudson and JP Morgan Chase for site visits to Waverly, Twin Brooks and Fair Haven.**

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

- **No Cost Time Extension with AM PM Door Repair Services Repair Services from August 31, 2023, to September 30, 2023 (PO# 21154-13104) in order to process new vendor contract.**

- **No Cost Time Extension with Nobe Construction for Board-Up Services from August 31, 2023, to September 30, 2023 (PO# 22419-13816) in order to process new vendor contract.**
- **No Cost Time Extension with Cohen's Key Shop for Key and Lock Services August 1, 2023, to October 1, 2023 (PO# 21540-13325)**
- **No Cost Time Extension with Hartford Truck & Equipment for Snow Removal Equipment off State of Ct. contract # 17PSX0118 August 31, 2023, to March 31, 2024. (PO# 21814-13464)**
- **No Cost time extension with Stanley Convergent Solutions for Door Access Controls Cooperative Purchasing Agreement from September 30 , 2023, to October 1, 2024. (PO# 22327-13769)**
- **No Cost time extension of time with CSC for pay per use laundry services from February 28, 2023, to September 30, 2023 (PO# 21814-13128)**
- **No Cost time extension with Stanton Equipment for Snow Removal Equipment from September 1, 2023, to June 1, 2024. (PO# 21183-13464)**
- **No Cost time extension with Home Depot Pro Institution for inventory warehouse management September 30, 2023, to October 1, 2024. (PO# 22329-13790)**
- **No Cost time extension for the two (2) year option to renew with Hooker & Holcomb Investment Advisors, Inc for Broker / Agent of Record / Consultant Services for HANH's Pension plan services for a period beginning on October 14, 2023, and ending on October 13, 2025.**
- **No Cost time extension for the two (2) year option to renew with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.**
- **No Cost time extension with BRD Construction for Essex Envelope, Bathroom and Flooring renovations from October 31, 2023 to December 29, 2023**
- **No Cost time extension with Elm City Carpentry for Essex Fencing Improvements and Basement Abatement, from October 31, 2023 to November 30, 2023**
- **No Cost time extension with A. Prete Construction for Crawford Life Health and Safety Upgrades from November 17, 2023 to February 13, 2024**

**No Cost Time Extension to the contract of Talent Management with KJR Consulting which expires on July 31, 2023. Extension effective August 1, 2023 thru July 31, 2024.**

## II. Finance

### SEPTEMBER 2023 YTD Financials (DRAFT)

The financial report covers twelve months (October 1 through September 30) of data. Total Revenues are \$130,781,422 and Total Expenses are \$109,920,105 (including depreciation expense of \$2,377,942). The excess of revenue over expenses is reduced by \$(20,084,100) capitalized expenditures. Depreciation expense add-back is \$2,377,942. The HANH Net Surplus of \$3,155,159 was as follows:

#### MTW Programs

##### ➤ Low Income Public Housing

Net surplus is \$1,807,748 versus a budget net deficit of \$(873,192) for an overall favorable variance of \$2,680,940

##### ➤ Section 8 Housing Choice Voucher

Net deficit is \$(3,200,730) versus a budget deficit of \$(772,151). The unfavorable variance is \$(2,428,579).

#### Non-MTW Programs

➤ Business Activities showed deficit of \$(820,706) compared with a budgeted deficit of \$(809,063), resulting in a unfavorable variance of \$(11,643).

➤ Central Office Cost Center shows a net surplus of \$5,368,848 compared to a budgeted surplus of \$2,454,406 resulting in a favorable variance of \$2,914,442.

September 2023															
	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	1,249,398	2,117,715	868,317	96,000	-	(96,000)	-	-	-	1,345,398	2,117,715	772,317			
70600 HUD REVENUE	113,459,473	113,104,701	(354,772)	266,664	286,063	19,399	-	-	-	113,726,137	113,390,764	(335,373)			
70000 OTHER REVENUE	800,000	1,725,279	925,279	20,146,278	22,718,105	2,571,827	(10,444,226)	(10,893,498)	(449,272)	10,502,052	13,549,886	3,047,834			
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	1,723,058	1,723,058	-	-	-	-	-	-	-	1,723,058	1,723,058			
<b>70000 TOTAL REVENUE</b>	<b>115,508,871</b>	<b>118,670,753</b>	<b>3,161,882</b>	<b>20,508,942</b>	<b>23,004,168</b>	<b>2,495,226</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>125,573,587</b>	<b>130,781,422</b>	<b>5,207,836</b>			
91000 OPERATING ADMINISTRATIVE	14,560,739	14,709,709	148,970	8,389,092	7,779,618	(609,474)	(10,444,226)	(10,893,498)	(449,272)	12,505,605	11,595,829	(909,775)			
92500 TENANTS SERVICES	230,236	886,882	656,646	2,538,703	2,208,341	(330,362)	-	-	-	2,768,939	3,095,223	326,284			
93000 UTILITIES	1,823,089	1,927,428	104,339	403,007	407,925	4,918	-	-	-	2,226,096	2,335,353	109,257			
94000 MAINTENANCE	3,838,826	5,916,132	2,077,306	816,699	725,524	(91,175)	-	-	-	4,655,525	6,641,656	1,986,132			
95000 PROTECTIVE SERVICES	196,614	183,714	(12,900)	28,966	9,252	(19,714)	-	-	-	225,580	192,966	(32,615)			
96000 GENERAL EXPENSE	1,901,417	87,966	(1,813,451)	427,818	427,720	(99)	-	-	-	2,329,235	515,686	(1,813,550)			
96100 INSURANCE PREMIUMS	789,130	887,589	98,459	4,839	-	(4,839)	-	-	-	793,969	887,589	93,620			
96200 OTHER	-	2,001,137	2,001,137	-	-	-	-	-	-	-	2,001,137	2,001,137			
96800 SEVERANCE EXPENSE	-	-	-	8,525,001	9,477,512	952,511	-	-	-	8,525,001	9,477,512	952,511			
<b>96900 TOTAL OPERATING EXPENSES</b>	<b>23,340,051</b>	<b>26,600,557</b>	<b>3,260,506</b>	<b>21,134,124</b>	<b>21,035,891</b>	<b>(98,233)</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>34,029,949</b>	<b>36,742,950</b>	<b>2,713,001</b>			
97100 EXTRAORDINARY MAINTENANCE	1,520,964	564,861	(956,103)	32,416	-	(32,416)	-	-	-	1,553,380	564,861	(988,519)			
97200 CASUALTY LOSSES - NON CAPITALIZED	-	201,990	201,990	-	-	-	-	-	-	-	201,990	201,990			
97300 HAP EXPENSE	75,439,660	70,032,362	(5,407,298)	-	-	-	-	-	-	75,439,660	70,032,362	(5,407,298)			
97400 DEPRECIATION EXPENSE	3,139,835	1,618,307	(1,521,528)	313,557	759,636	446,079	-	-	-	3,453,392	2,377,942	(1,075,449)			
<b>90000 OTHER EXPENSES</b>	<b>80,100,459</b>	<b>72,417,520</b>	<b>(7,682,939)</b>	<b>345,972</b>	<b>759,636</b>	<b>413,663</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>80,446,431</b>	<b>73,177,156</b>	<b>(7,269,276)</b>			
<b>TOTAL EXPENSES</b>	<b>103,440,510</b>	<b>99,018,077</b>	<b>(4,422,433)</b>	<b>21,480,096</b>	<b>21,795,527</b>	<b>315,431</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>114,476,380</b>	<b>109,920,105</b>	<b>(4,556,275)</b>			
RAD/DEV - MTW Fund Expenditures	(7,515,825)	(10,110,278)	(2,594,453)	(7,034,773)	(9,973,823)	(2,939,050)	-	-	-	(14,550,598)	(20,084,100)	(5,533,502)			
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-			
Reserve for interest on N/R	-	-	-	-	-	-	-	-	-	-	-	-			
10010 Operating Transfer In	2,103,061	1,735,223	(367,838)	9,337,714	12,553,687	3,215,973	-	-	-	11,440,775	14,288,910	2,848,135			
10020 Operating Transfer Out	(11,440,775)	(14,288,910)	(2,848,135)	-	-	-	-	-	-	(11,440,775)	(14,288,910)	(2,848,135)			
<b>10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES</b>	<b>(4,785,178)</b>	<b>(3,011,289)</b>	<b>(1,773,889)</b>	<b>1,331,786</b>	<b>3,788,506</b>	<b>2,456,719</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(3,453,392)</b>	<b>777,216</b>	<b>(4,230,608)</b>			
ADJ FOR DEPRECIATION EXPENSE	3,139,835	1,618,307	(1,521,528)	313,557	759,636	446,079	-	-	-	3,453,392	2,377,942	(1,075,449)			
<b>350 SURPLUS / (DEFICIT)</b>	<b>(1,645,343)</b>	<b>(1,392,982)</b>	<b>252,361</b>	<b>1,645,343</b>	<b>4,548,141</b>	<b>2,902,798</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(0)</b>	<b>3,155,159</b>	<b>3,155,159</b>			

### III.Operations

#### A. Vacancy Rate

HANH's current occupancy rate for the month for October 2023 is 93.29%. 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 October 2023 is 66.84%. 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 2022	CY 2023	Variance
January	65.57%	64.54%	-1.03
February	65.59%	69.55%	3.96
March	63.10%	65.13%	2.03
April	53.41%	66.46	13.05
May	67.34%	66.33	-1.01
June	60.22%	66.65	6.43
July	59.09%	67.50	8.41
August	58.41%	65.63	7.22
September	59.0%	66.84	7.84
October	59.0%	64.0	5.0
November	60.0%		
December	61.77%		
Average	61.04%	66.26%	5.22

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

#### CARES/FSS Program Highlights

- T. W –successfully graduating with Economic Self Sufficiency via Employment. She has achieved her goals and managed to save keep \$1, 000 dollars for emergency use. She also paid off her auto loan and all her delinquent accounts raising her credit score to over 600.
- K. W- Employed as a head cook at Amistad High School. Participated in the ROB pitch event where she discussed her active business and future goals. She would like to have the opportunity to apply for the ECC Rob loan to expand her Catering Business.
- S. F- Gained FT employment with Yale University with dining/catering center.
- K. W- Gained FT position with Yale Hospital as RN. Her income increased by \$24,627.00 as she was offered a salary of \$71,427.00

- **J. H- Hired PT at Yale University**
- **G- Paid down debt, credit score increased to 700 and increased personal savings by \$6,500.00**
- **M. C- Enrolled in GED classes at night**
- **Q. J- Enrolled and started Medical Coding training with Middlesex Center**

### **ECC Believes Program Highlights**

- **Bridges of Hope hosted a Harvest Parade at Mill River where families came in costume for food, fun and activities.**
- **Confidence Club launched at Mill River Crossing with a total of 8 girls registered.**
- **“These girls are absolutely amazing, this is a great group to work with.”**
  - **LiveGirl Mentor Marie P.**
- **STEP interns participated in a two-part series to a Dress for Success Training. The first part focused included an in-person training on professional work attire where the ECC/HANH Dress Code policy was reviewed. Following the training, youth traveled went shopping alongside STPE Supervisors from operations, finance and CED staff. While there, youth were encouraged to use financial literacy skills to maintain a shopping budget while meeting the dress code policy.**

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

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

**P&M applied to HUD for 2022 funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant has enabled 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, and the full amount was awarded, October 3, 2022. Contracts for the two (2) camera systems were submitted for BOC approval in May 2023, and funds were obligated on time. ECC has until 9/25/2024 to expend the funds. Construction is underway at both developments. Cameras are up and running at Robert T. Wolfe, and 70% completed at George Crawford Manor.**

**P&M applied to and was awarded \$250K from HUD for Emergency Safety and Security 2023 funding to address security upgrades at Essex Townhouses, a family development with 35 apartments. FWe will be replacing an antiquated camera system and damaged access control gates . Application submitted prior to due date of 6/28/2023. Work begins in November.**

#### ***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 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. We worked directly with the HUD Washington LBP and Housing Related Hazards Team and our Field Office regarding applicability of coverage for the grants as we progress through the construction and ongoing abatement design and procurement of contractors. Current obligation of funds is at 52% and expenditure of funds at 25%.

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

**What we have completed to date:**

- **Obligated and expended all \$986,260 of the 2017 LBP Grant funding.**
- **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.**
- **Applied for six-month extension for obligation deadline on the HUD LBP 2020 Grant. Ultimately, did not require the extension, as the grant was obligated in time.**
- **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:**
  - **Lead Groups 1, 2 and 3: 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 houses came first as they were highest on our Amalgamated Prioritization Chart. Essex Townhouses (34 units Lead Free, and 1 unit Lead Safe) ...all known lead components have been removed from 34 units, not just encapsulated. The remaining has lead which is not damaged or a friction or biting surface. A lead management plan will be provided.**
  - **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. With the obligation of Group D houses**

(21), only one 2-family house of the original 299 properties remains to be addressed by Planning and Modernization: 759 Quinnipiac Avenue, identified as Group A. The cost of construction for Group A came in significantly above the TDC for the 2 units. Project currently under reconsideration.

- **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, CO and Smoke detectors, vermin and Radon to mitigate or remove. Work on the multiple hazards started:
- All units with identified Radon, throughout the LIPH portfolio have been mitigated with installed piping and exhaust fan systems and confirmation testing. All properties have been inspected for needed CO and Smoke detectors and designs for more reliable hardwired systems is complete. Vermin are being addressed in conjunction with other construction projects. Mold is being addressed largely in the scattered sites AMPs, and at Essex Townhouses and with some properties with Lead Abatement work, others, separately. CO and Smoke detector project was put out for solicitation and received no bids. A smaller project went out for Solicitation as a pilot. No responses. 57 Mountaintop went out for solicitation for mold abatement. Responses were over threshold. The project was bid again and awarded. Construction is scheduled to be substantially complete in November, 2023.

#### **Solicitations Awarded:**

- **Group B:** 3 Single-Family Houses in the Scattered Site West portfolio (Construction start, September 2, 2022; 100% Completed))
- **Group C:** 8 Units in 4 houses in the Scattered Site East portfolio--Solicitations went out for Bid, July 2022: Construction 100% Completed.
- **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, originally going to the October Board, for construction start in Spring, 2023; 2 Bids were received. Contractor with lowest responsible Bid was awarded the contract in December, 2022. The Contractor withdrew and the project is resolicited, bids due March 17, 2023. Two (2) viable bids were received, however, no contract was awarded due to cost for bids being too high. Scope removal plans and re-solicitation scheduled in July. Project under reconsideration.
- **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). 3 bids received, for solicitation in February, 2023, including some mold abatement, bids due March 20, 2023. Rebid solicited with 3 bids received. Contract for BOC approval, May, 2023. Contract awarded. Construction started in 3 houses. 3 units completed. Three more houses under construction. On schedule.

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. We will be starting to make these available, again. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by HUD regulations.

#### ***P&M Projects 2020-2023***

- **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 installed. 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, 2022. Time extended due to long lead times on equipment. Installation of Fire Alarm Panel 100% complete as of June, 2023. Booster pump system for Domestic Water replaced for 15 story building. Final contract items, replacement of Main Electrical Power Distribution Panel and Firefighters' communication system (BDA) to be completed and closed out by February, 2023.

- 437 M&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. Roofing condition requires corrective structural fortification. Project was out for bid with bids due before Thanksgiving. Due to receiving only one bid, ECC resolicited the project and bids were due January 4, 2023. Contract awarded and NOA provided. Construction 100% completed and project closed out..
- 57 Mountaintop: Scattered Sites East single-family home with extensive mold, requiring relocation of the household residents. Joint project between Operations Department and Planning & Modernization (P&M). Operations to address immediate mold abatement and miscellaneous housing upgrades to allow resident to return to the house. P&M has contracted with an Architect and Environmental consultant to design a remedy for long term remediation of the moisture source(s) which fed the mold and miscellaneous building and site upgrades. Operations has performed much of the needed immediate work. A solicitation went out to perform the mold preventative and restorative work needed. Responses above procurement threshold. Resolicitation proved successful, and construction start and finish will be in November, 2023.
- George Crawford Structural Evaluation: ECC is conducting a structural evaluation of 90 Park Street, which is on the National Register of Historic Places. This structural evaluation will not only provide information on the condition of the structure of the building for current life safety, but will also provide information valuable to any future plans for the building. A contract was finalized with a structural engineering firm, and a final report has been submitted. A design for report recommendations are part of corrective work in advance of and in coordination with future development plans. Design to be completed December, 2023.
- 546 Woodward Avenue: Contractor completed the roof work for 3 units, and contract closed out.

## **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 to permanent completed on February 28, 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 4<sup>th</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 4<sup>th</sup> quarter of 2024.
- **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 completed on December 23, 2022.
  - Demolition of existing buildings began on January 6, 2023.
  - Demolition of all buildings was completed in March 2023
  - Construction of the new buildings began in May 2023. The first 5 buildings are expected to be complete in December 2023 with the final 5 completed in March 2024.
  - Final construction completion is expected in March 2024
- **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 4<sup>th</sup> 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 4<sup>th</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, 104 RAD units, and 26 to be market rate.
    - Closing targeted for the 4<sup>th</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 4th quarter of 2024.
- **34 Level Street/The Heights at Westrock**
    - Submitted a HUD Section 202 Supportive Housing for the Elderly application to HUD in January, 2023.
    - The development includes 50 supportive housing units.
    - DECD Brownfields award of \$999,000 received in June 2023 to assist in clean up and removal of former nursing home.
    - Closing anticipated to be on the 4th quarter of 2024.
- **St Luke's Apartments, Whalley Ave.**
    - Submitted a CIF application on June 30, 2023.
    - State DOH engagement pre-application submitted May, 2023.
    - The development includes up to 54 housing units, including 8 market units
    - Architectural Plans being reviewed to identify cost-saving methods..

**MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** November 21, 2023

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

**RE:** Resolution Authorizing the Write-Off of Accounts Receivable of Former ECC/HANH Tenants of the Federal Public Housing Program Financial Statement Reporting Purposes

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**ACTION:** Recommend that the Board of Commissioners pass Resolution # 11-96/23-R

**TIMING:** Immediately

**DISCUSSION:** ECC/ECC/HANH has accounts receivable balances for individuals that are no longer tenants. These balances need to be removed from our Financial Reporting systems. In writing these accounts off for financial reporting purposes, the accounts receivable detail will still remain in our Low-Income Housing system for possible collection efforts. The dollar amounts will simply not carry over to the Financial Reporting system, thus lowering the net accounts receivable balance to an amount closer to what is expected to be collected as required under Generally Accepted Accounting Principles (GAAP) for financial statement reporting.

Any tenant leaving ECC/HANH with an outstanding balance is to be denied re-admission to ECC/HANH and all other PHA's until all outstanding obligations are satisfied. Therefore, information regarding any outstanding accounts receivable will be maintained on Tenant Ledgers in the Low-Income Housing component of our computer system for review and possible reporting as allowed by HUD.

ECC/HANH is currently carrying a \$32,506.72 balance for 13 vacated tenants from the 4<sup>th</sup> Quarter FY 2023, a period ending 09/30/2023. This amount includes residents that are deceased, terminally ill and in nursing homes. It also includes residents that have been evicted or skip leaving no forwarding address.

**FISCAL IMPACT:** None

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

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

**RESOLUTION # 11-96/23-R**

**RESOLUTION AUTHORIZING THE WRITE-OFF OF FORMER TENANT ACCOUNTS RECEIVABLE  
(TAR) FOR THE LOW-INCOME PUBLIC HOUSING (LIPH) PROGRAM FOR THE PERIOD ENDING  
09/30/2023 IN THE AMOUNT OF \$32,506.72**

**WHEREAS, ECC/HANH's is responsible for the management and operation of all projects under the Federal Consolidate Program; and**

**WHEREAS, in the course of such operation, certain tenants of these developments discontinue occupancy leaving outstanding balances for rents and other charges with the Authority; and**

**WHEREAS, efforts were made to collect all outstanding balances while tenants remain in possession; and**

**WHEREAS, ECC/HANH has previously contracted with Collection Company of America during FY 2009 to pursue collection of outstanding balances, but effects proved to be unsuccessful; and**

**WHEREAS, ECC/HANH is currently carrying \$32,506.72 balance for 13 vacated tenants through September 30, 2023, and**

**WHEREAS, while ECC/HANH will remove the balances from ECC/HANH's Financial Reporting systems, the obligations of these former tenants will remain in the Low-Income Housing System for possible future collections; and**

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

- 1. The write-off for financial reporting purposes of all former tenant's accounts receivable balances accrued through September 30, 2023 for LIPH program in the amount of \$32,506.72 is hereby authorized.**
- 2. The President be and is hereby 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 November 21, 2023.**

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

\_\_\_\_\_  
**Date**

**REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL**

\_\_\_\_\_  
**Rolan Joni Young, Esq.**  
**A Partner**

**Motion to approve resolution was moved by Commissioner Keene and Commissioner Witherspoon seconded.  
Unanimous by all.**



MEMORANDUM

**TO:** Board of Commissioners

**DATE:** November 21, 2023

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

**RE:** Resolution Ratifying Approval of the fourth and fifth years to the Contract with Eagle Elevator Company, Inc for the period beginning October 1, 2023 to September 30, 2025 bringing the total contract amount from \$502,189.03 to a not to exceed amount of \$721,779.03

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 11-97/23-R

**TIMING:** Immediately

**DISCUSSION:** Resolution 10-100/20-R authorized a contract award to Eagle Elevator Repair Service agency wide for a total contract not to exceed amount of \$329,385.00 for a three (3) year period beginning October 1, 2020, and ending September 30, 2023, with the option to renew for an additional two (2) year period.

Resolution 02-12/21-R authorized change order number one to amend Eagle Elevator's contract award by adding Fairmont Heights and Ruoppolo Manor to the list of properties and increasing the contract amount for an additional amount of \$14,400.00 bringing the total contract amount to \$343,785.00.

On January 17, 2023, the Board of Commissioners approved Resolution #01-06/23-S for Change Order Number Two (2) to the Contract with Eagle Elevator Company, Inc to increase the contract amount by \$158,404.03 as a result of a fire at Crawford Manor causing damage to both elevators and add additional funds needed to reconcile outstanding invoices and future services bringing the new contract amount from \$343,785.00 to \$502,189.03 with the option to renew for an additional two (2) year period.

HANH is now seeking ratification of the fourth and fifth years to the Contract with Eagle Elevator Company, Inc for the period beginning October 1, 2023 to September 30, 2025, bringing the total contract amount from \$502,189.03 to a not to exceed amount of \$721,779.03

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:** \$109,795.00 Budgeted Operating Funds Fiscal Year 2024

**FISCAL IMPACT: \$109,795.00 Budgeted Operating Funds Fiscal Year 2025**

**STAFF: Lee Purvis, Central Operations Manager**

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

**RESOLUTION # 11-97/23-R**

**Resolution Ratifying Approval of the fourth and fifth years to the Contract with Eagle Elevator Company, Inc for the period beginning October 1, 2023 to September 30, 2025 bringing the total contract amount from \$502,189.03 to a not to exceed amount of \$721,779.03**

**WHEREAS, Resolution 10-100/20-R authorized a contract award to Eagle Elevator Repair Service agency wide for a total Contract not to exceed amount of \$329,385.00 for a three (3) year period beginning October 1, 2020, and ending September 30, 2023 with the option to renew for an additional two (2) year period; and**

**WHEREAS, Resolution 02-12/21-R authorized change order number one to amend Eagle Elevator's Contract award by adding Fairmont Heights and Ruoppolo Manor to the list of properties and increasing the contract amount for an additional amount of \$14,400.00 bringing the total contract amount to \$343,785.00; and**

**WHEREAS, On January 178, 2023, the Board of Commissioners approved Resolution #01-06/23-S for Change Order Number Two (2) to the Contract with Eagle Elevator Company, Inc to increase the contract amount by \$158,404.03 as a result of a fire at Crawford Manor causing damage to both elevators and add additional funds needed to reconcile outstanding invoices and future services bringing the new contract amount from \$343,785.00 to \$502,189.03 with the option to renew for an additional two (2) year period; and**

**WHEREAS, HANH is now seeking ratification of the fourth and fifth years to the Contract with Eagle Elevator Company, Inc for the period beginning October 1, 2023 to September 30, 2025 bringing the total contract amount from \$502,189.03 to a not to exceed amount of \$721,779.03.**

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

- 1. Resolution ratifying approval of the fourth and fifth years to the Contract with Eagle Elevator Company, Inc for the period beginning October 1, 2023 to September 30, 2025 bringing the total contract amount from \$502,189.03 to a not to exceed amount of \$721,779.03 is hereby authorized.**
- 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 November 21, 2023.**

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

\_\_\_\_\_  
**Date**

**REVIEWED:  
McCarter and English**

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

**Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene seconded.  
Unanimous by all.**

**Motion to adjourn was made at 5:11 p.m. by Commissioner Witherspoon and seconded by Commissioner Keene. Motion passed unanimously.**

**ADJOURNMENT**

**President's Report**

To: ECC/HANH Board of Commissioners

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

Date: December 19, 2023

RE: **President's ~~November~~ December 2023 Report**

**I. Administrative**

Our team continues to work toward our strategic pillars:

- House more families (more quickly) in the highest quality housing in communities of their choice
- Support residents' ability to live their best life and achieve goals that move them toward greater housing and life choices
- Cost effective and cost-efficient delivery of services in ways that maximize impact in our community (jobs, contracting, economic development) and
- Spark policy change that creates growth in housing market especially for families in need of affordable housing

[Happy Holidays! Thank you to all our team members and community partners who collectively work to ensure that our families have a joyful holiday season. Special thanks to our CED team who goes above and beyond throughout the year in this regard.](#)

[This month we bring forward for Board approval the Moving to Work Report for 2023. The report reflects an increase of 30% in total families served since entering the MTW program in 2001. During FY2023, 6,272 families and 13,797 individuals were housed. Our HCV and LIPH waitlists respectively include 31,773 and 22,841 families. Average family income rose slightly with HCV families earning \\$18,725 and LIPH families earning \\$19,869 resulting in average total tenant payments of \\$439 and \\$469. Team accomplishments include:](#)

- [Increase housing choice](#)
  - [Start of construction at Valley Townhouses](#)
  - [Increase PBV award percentage to 14% of voucher funding](#)
  - [Expanded housing choice options into neighboring town of Branford](#)
  - [Launched transitional housing initiative with Christian Community Action](#)
  - [Accelerated HCV lease up process through award of security deposits to 22 families](#)
- [Cost efficiency](#)
  - [Rent simplification efforts resulted in 30% decrease in recertifications saving participants and staff time and money](#)
  - [29% decrease in operation costs associated with transfer of properties to 360 MGT instrumentality](#)
- [Self sufficiency](#)
  - [\\$3m invested in Community and Economic Development staff and programming](#)
  - [Families engaged in services note a 35-point increase in credit scores](#)
  - [3 new homeowners bringing total to 85 homeowners](#)

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[We were excited to launch our CNI Planning Process on November 27, 2023 at High School in the Community. The meeting was well attended by over 75 community members, including over 20 current residents at Robert T. Wolfe. The kickoff offered an opportunity to explain the CNI planning process to the community and begin to seek community input. Read more about that here: \[New Haven residents offer ideas on how to replace Church Street South \\(nhregister.com\\)\]\(#\)](#)

~~We hope to see all at our End of Year Celebration during which time we will celebrate our retirees and recognize our 85<sup>th</sup> Anniversary to be held on Wednesday December 20, 2023 at The Lab at CONNCorp.~~

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~~We find ourselves in preparation for the Holiday season as Thanksgiving is upon us. We wish everyone a safe and fulfilling holiday season. Special thanks go to Mr. Erik Clemons for his long tenure on our Board of Commissioners. We welcome the appointment of our newest Commissioner, Mr. Kevin Alvarez. We look forward to your service in support of our mission.~~

~~This past month has been busy. With great appreciation for the effort to hold a special Board meeting at the end of October, we were able to move forward with the long anticipated purchase of the parcel at Union Square (formerly known as Church St South). Shenae led our negotiations with Northland and brought us to a fair and reasonable sale price. After holding the State of CT required public hearing on November 13, 2023, we were able to execute a purchase and sales agreement. Read about the transaction here: <https://www.newhavenindependent.org/article/church-street-south-2> Now we continue with the exciting planning process for 49 Union Ave, the Union Square neighborhood and the surrounding Hill district. To that end, our Glendower team has planned the CNI introductory meeting for November 27<sup>th</sup> at 5:30 pm at High School in the Community. All are welcome.~~

~~Over the past month both Shenae and I have had the opportunity to attend a variety of conferences that offer an opportunity to showcase our credentials and experience and network. I attended the CLPHA Fall meeting and presented on building resident centered communities. Shenae attended two developer oriented conferences in Boston and Chicago.~~

~~Thank you to all who worked hard on the Community Investment Fund (CIF) award for our development in partnership with St. Luke's Church. It was a joy to celebrate this accomplishment with a press release including our Governor, State Senators and Representatives, Mayor and DECD partners along with the team and parishioners of St. Luke's. For more on that, click here: <https://www.nhregister.com/news/article/new-haven-whalley-avenue-revitalization-et-grant-18458605.php>~~

~~On November 14<sup>th</sup> and 15<sup>th</sup> our 360 MGT team hosted our investor partners from Hudson and JP Morgan Chase for site visits to Waverly, Twin Brooks and Fair Haven.~~

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

- No Cost Time Extension with AM PM Door Repair Services Repair Services from August 31, 2023, to September 30, 2023 (PO# 21154-13104) in order to process new vendor contract.
- No Cost Time Extension with Nobe Construction for Board-Up Services from August 31, 2023, to September 30, 2023 (PO# 22419-13816) in order to process new vendor contract.
- No Cost Time Extension with Cohen's Key Shop for Key and Lock Services August 1, 2023, to October 1, 2023 (PO# 21540-13325)
- No Cost Time Extension with Hartford Truck & Equipment for Snow Removal Equipment off State of Ct. contract # 17PSX0118 August 31, 2023, to March 31, 2024. (PO# 21814-13464)
- No Cost time extension with Stanley Convergent Solutions for Door Access Controls Cooperative Purchasing Agreement from September 30, 2023, to October 1, 2024. (PO# 22327-13769)

- No Cost time extension of time with CSC for pay per use laundry services from February 28, 2023, to September 30, 2023 (PO# 21814-13128)
- No Cost time extension with Stanton Equipment for Snow Removal Equipment from September 1, 2023, to June 1, 2024. (PO# 21183-13464)
- No Cost time extension with Home Depot Pro Institution for inventory warehouse management September 30, 2023, to October 1, 2024. (PO# 22329-13790)
- No Cost time extension for the two (2) year option to renew with Hooker & Holcomb Investment Advisors, Inc for Broker / Agent of Record / Consultant Services for HANH's Pension plan services for a period beginning on October 14, 2023, and ending on October 13, 2025.
- No Cost time extension for the two (2) year option to renew with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.
- No Cost time extension with BRD Construction for Essex Envelope, Bathroom and Flooring renovations from October 31, 2023 to December 29, 2023
- No Cost time extension with Elm City Carpentry for Essex Fencing Improvements and Basement Abatement, from October 31, 2023 to November 30, 2023
- No Cost time extension with A. Prete Construction for Crawford Life Health and Safety Upgrades from November 17, 2023 to February 13, 2024

- No Cost time extension with Banton Construction for Robert T. Wolfe Life Health and Safety Upgrades PH1 from December 2, 2023 to January 31, 2024
- No Cost time extension with Banton Construction for Robert T. Wolfe Life Health and Safety Upgrades PH2 from December 2, 2023 to January 31, 2024

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**No Cost Time Extension to the contract of Talent Management with KJR Consulting which expires on July 31, 2023. Extension effective August 1, 2023 thru July 31, 2024.**

## II. Finance

### **SEPTEMBER-OCTOBER 2023 YTD Financials (DRAFT)**

The financial report covers ~~twelve-one~~ months (October 1 through ~~September-October 31~~) of data. Total Revenues are ~~\$130,781,4229,604,666~~ and Total Expenses are ~~\$109,920,1058,370,925~~ (including depreciation expense of ~~\$2,377,942189,908~~). The excess of revenue over expenses is reduced by ~~\$(20,084,100289,732)~~ capitalized expenditures. Depreciation expense add-back is ~~\$2,377,942189,908~~. The HANH Net Surplus of ~~\$3,155,1591,133,9174~~ was as follows:

MTW Programs

➤ Low Income Public Housing

Net surplus is ~~\$1,807,748~~820,334 versus a budget net ~~surplus~~deficit of ~~\$72,496~~ ~~\$(873,192)~~ for an overall favorable variance of ~~\$2,680,940~~747,838

➤ Section 8 Housing Choice Voucher

Net deficit is ~~\$(3,200,730)~~206,711 versus a budget ~~surplus~~ ~~deficit~~ of ~~\$110,181~~(772,154). The unfavorable variance is ~~\$(316,892)~~2,428,579.

Non-MTW Programs

➤ Business Activities showed ~~surplus~~deficit of ~~\$78,738~~(820,706) compared with a budgeted deficit of ~~\$(70,019)~~809,063, resulting in a ~~un~~favorable variance of ~~\$148,756~~(11,643).

➤ Central Office Cost Center shows a net surplus of ~~\$441,556~~5,368,848 compared to a budgeted surplus of ~~\$2,454,406~~201,974 resulting in a favorable variance of ~~\$239,582)~~914,442.

October 2023	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	148,762	186,577	37,815	8,583	-	(8,583)	-	-	-	157,345	186,577	29,232
70600 HUD REVENUE	10,274,410	8,049,158	(2,225,253)	17,692	11,043	(6,649)	-	-	-	10,292,102	8,060,200	(2,231,902)
70000 OTHER REVENUE	1,000	88,005	87,005	1,935,921	2,044,759	108,838	(951,992)	(774,874)	177,118	984,928	1,357,889	372,961
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	-	-	-	-	-
<b>70000 TOTAL REVENUE</b>	<b>10,424,172</b>	<b>8,323,739</b>	<b>(2,100,433)</b>	<b>1,952,196</b>	<b>2,055,801</b>	<b>93,605</b>	<b>(951,992)</b>	<b>(774,874)</b>	<b>177,118</b>	<b>11,434,376</b>	<b>9,604,666</b>	<b>(1,829,709)</b>
91000 OPERATING ADMINISTRATIVE	1,356,802	1,061,873	(294,929)	864,170	521,644	(342,526)	(951,992)	(774,874)	177,118	1,268,979	808,643	(460,336)
92500 TENANTS SERVICES	17,559	2,659	(14,899)	202,112	123,444	(78,668)	-	-	-	219,670	126,103	(93,567)
93000 UTILITIES	118,538	82,006	(36,532)	36,131	11,895	(23,236)	-	-	-	153,669	93,901	(59,768)
94000 MAINTENANCE	347,135	37,294	(309,841)	67,202	75,058	7,856	-	-	-	414,337	112,352	(301,985)
95000 PROTECTIVE SERVICES	20,570	6,625	(13,945)	2,520	156	(2,364)	-	-	-	23,090	6,781	(16,309)
96100 INSURANCE PREMIUMS	67,852	56,261	(11,591)	31,032	17,436	(13,596)	-	-	-	98,885	73,697	(25,187)
96000 GENERAL EXPENSE	30,747	-	(30,747)	-	1,101	1,101	-	-	-	30,747	1,101	(29,646)
96200 OTHER	151,822	174,022	22,200	33,333	-	(33,333)	-	-	-	185,156	174,022	(11,133)
96800 SEVERANCE EXPENSE	-	-	-	782,807	784,772	1,965	-	-	-	782,807	784,772	1,965
<b>96900 TOTAL OPERATING EXPENSES</b>	<b>2,111,025</b>	<b>1,420,740</b>	<b>(690,285)</b>	<b>2,018,307</b>	<b>1,535,507</b>	<b>(482,800)</b>	<b>(951,992)</b>	<b>(774,874)</b>	<b>177,118</b>	<b>3,177,340</b>	<b>2,181,373</b>	<b>(995,966)</b>
97100 EXTRAORDINARY MAINTENANCE	105,458	-	(105,458)	2,083	-	(2,083)	-	-	-	107,542	-	(107,542)
97200 CASUALTY LOSSES - NON CAPITALIZED	-	-	-	-	-	-	-	-	-	-	-	-
97300 HAP EXPENSE	6,197,589	5,999,644	(197,945)	-	-	-	-	-	-	6,197,589	5,999,644	(197,945)
97400 DEPRECIATION EXPENSE	91,419	126,090	35,201	62,504	63,227	723	-	-	-	153,923	189,908	35,984
<b>90000 OTHER EXPENSES</b>	<b>6,384,467</b>	<b>6,125,324</b>	<b>(259,142)</b>	<b>64,587</b>	<b>63,227</b>	<b>(1,360)</b>	-	-	-	<b>6,449,054</b>	<b>6,189,561</b>	<b>(259,502)</b>
<b>TOTAL EXPENSES</b>	<b>8,695,491</b>	<b>7,547,064</b>	<b>(858,427)</b>	<b>2,082,894</b>	<b>1,598,734</b>	<b>(484,160)</b>	<b>(951,992)</b>	<b>(774,874)</b>	<b>177,118</b>	<b>9,636,383</b>	<b>8,370,925</b>	<b>(1,265,458)</b>
RAD/DEV - MTW Fund Expenditures	(615,833)	(289,732)	326,101	(1,021,439)	-	1,021,439	-	-	-	(1,637,273)	(289,732)	1,347,540
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	-	-	-	-	-	-	-	-	-
10010 Operating Transfer In	81,449	-	(81,449)	1,211,589	-	(1,211,589)	-	-	-	1,293,038	-	(1,293,038)
10020 Operating Transfer Out	(1,293,038)	-	1,293,038	-	-	-	-	-	-	(1,293,038)	-	1,293,038
<b>10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES</b>	<b>91,258</b>	<b>486,942</b>	<b>(395,684)</b>	<b>69,452</b>	<b>457,067</b>	<b>387,615</b>	-	-	-	<b>160,710</b>	<b>944,009</b>	<b>(783,300)</b>
ADJ FOR DEPRECIATION EXPENSE	91,419	126,680	35,261	62,504	63,227	723	-	-	-	153,923	189,908	35,984
<b>350 SURPLUS / (DEFICIT)</b>	<b>182,677</b>	<b>613,623</b>	<b>430,945</b>	<b>131,955</b>	<b>520,294</b>	<b>388,339</b>	-	-	-	<b>314,633</b>	<b>1,133,917</b>	<b>819,284</b>

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September 2023	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	1,249,398	2,117,715	868,317	96,000	-	(96,000)	-	-	-	1,345,398	2,117,715	772,317
70600 HUD REVENUE	113,459,473	113,104,701	(354,772)	266,664	286,063	19,399	-	-	-	113,726,137	113,390,764	(335,373)
70000 OTHER REVENUE	800,000	1,725,279	925,279	20,146,278	22,718,105	2,571,827	(10,444,226)	(10,893,498)	(449,272)	10,502,052	13,549,886	3,047,834
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	1,723,058	1,723,058	-	-	-	-	-	-	-	1,723,058	1,723,058
<b>70000 TOTAL REVENUE</b>	<b>115,508,871</b>	<b>118,670,753</b>	<b>3,161,882</b>	<b>20,508,942</b>	<b>23,004,168</b>	<b>2,495,226</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>125,673,587</b>	<b>130,781,422</b>	<b>5,207,835</b>
91000 OPERATING ADMINISTRATIVE	14,560,739	14,709,709	148,970	8,389,092	7,779,618	(609,474)	(10,444,226)	(10,893,498)	(449,272)	12,505,605	11,595,829	(909,775)
92500 TENANTS SERVICES	230,236	886,882	656,646	2,538,703	2,208,341	(330,362)	-	-	-	2,768,939	3,096,223	326,284
93000 UTILITIES	1,823,089	1,927,428	104,339	403,007	407,925	4,918	-	-	-	2,226,096	2,335,353	109,257
94000 MAINTENANCE	3,838,826	5,916,132	2,077,306	816,699	725,524	(91,175)	-	-	-	4,655,525	6,641,656	1,986,132
95000 PROTECTIVE SERVICES	196,614	183,714	(12,900)	28,966	9,252	(19,714)	-	-	-	225,580	192,966	(32,615)
96000 GENERAL EXPENSE	1,901,417	87,966	(1,813,451)	427,818	427,720	(99)	-	-	-	2,329,235	515,686	(1,813,550)
96100 INSURANCE PREMIUMS	789,130	887,589	98,459	4,839	-	(4,839)	-	-	-	793,969	887,589	93,620
96200 OTHER	-	2,001,137	2,001,137	-	-	-	-	-	-	2,001,137	2,001,137	-
96800 SEVERANCE EXPENSE	-	-	-	8,525,001	9,477,512	952,511	-	-	-	8,525,001	9,477,512	952,511
<b>96900 TOTAL OPERATING EXPENSES</b>	<b>23,340,051</b>	<b>26,600,557</b>	<b>3,260,506</b>	<b>21,134,124</b>	<b>21,035,891</b>	<b>(98,233)</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>34,029,949</b>	<b>36,742,950</b>	<b>2,713,001</b>
97100 EXTRAORDINARY MAINTENANCE	1,520,964	564,861	(956,103)	32,416	-	(32,416)	-	-	-	1,553,380	564,861	(988,519)
97200 CASUALTY LOSSES - NON CAPITALIZED	-	201,990	201,990	-	-	-	-	-	-	-	201,990	201,990
97300 HAP EXPENSE	75,439,660	70,032,362	(5,407,298)	-	-	-	-	-	-	75,439,660	70,032,362	(5,407,298)
97400 DEPRECIATION EXPENSE	3,139,835	1,618,307	(1,521,528)	313,557	759,636	446,079	-	-	-	3,453,392	2,377,942	(1,075,449)
<b>90000 OTHER EXPENSES</b>	<b>80,100,459</b>	<b>72,417,520</b>	<b>(7,682,939)</b>	<b>345,972</b>	<b>759,636</b>	<b>413,663</b>	-	-	-	<b>80,446,431</b>	<b>73,177,156</b>	<b>(7,269,276)</b>
<b>TOTAL EXPENSES</b>	<b>103,440,510</b>	<b>99,018,077</b>	<b>(4,422,433)</b>	<b>21,480,096</b>	<b>21,795,527</b>	<b>315,431</b>	<b>(10,444,226)</b>	<b>(10,893,498)</b>	<b>(449,272)</b>	<b>114,476,380</b>	<b>109,920,105</b>	<b>(4,556,275)</b>
RAD/DEV - MTW Fund Expenditures	(7,515,825)	(10,110,278)	(2,594,453)	(7,034,773)	(9,973,823)	(2,939,050)	-	-	-	(14,550,598)	(20,084,100)	(5,533,502)
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	-	-	-	-	-	-	-	-	-
10010 Operating Transfer In	2,103,061	1,735,223	(367,838)	9,337,714	12,553,687	3,215,973	-	-	-	11,440,775	14,288,910	2,848,135
10020 Operating Transfer Out	(11,440,775)	(14,288,910)	(2,848,135)	-	-	-	-	-	-	(11,440,775)	(14,288,910)	(2,848,135)
<b>10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES</b>	<b>(4,785,178)</b>	<b>(3,011,289)</b>	<b>(1,773,889)</b>	<b>1,331,786</b>	<b>3,788,506</b>	<b>2,456,719</b>	-	-	-	<b>(3,453,392)</b>	<b>777,216</b>	<b>(4,230,608)</b>
ADJ FOR DEPRECIATION EXPENSE	3,139,835	1,618,307	(1,521,528)	313,557	759,636	446,079	-	-	-	3,453,392	2,377,942	(1,075,449)
<b>350 SURPLUS / (DEFICIT)</b>	<b>(1,645,343)</b>	<b>(1,392,982)</b>	<b>252,361</b>	<b>1,645,343</b>	<b>4,548,141</b>	<b>2,902,788</b>	-	-	-	<b>(0)</b>	<b>3,155,159</b>	<b>3,155,159</b>

### III. Operations

#### A. Vacancy Rate

HANH's current occupancy rate for the month for October 2023 is 93.29%. 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 October 2023 is 66.84%. 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**

	<b>CY 2022</b>	<b>CY 2023</b>	<b>Variance</b>
<b>January</b>	65.57%	64.54%	-1.03
<b>February</b>	65.59%	69.55%	3.96
<b>March</b>	63.10%	65.13%	2.03
<b>April</b>	53.41%	66.46	13.05
<b>May</b>	67.34%	66.33	-1.01
<b>June</b>	60.22%	66.65	6.43
<b>July</b>	59.09%	67.50	8.41
<b>August</b>	58.41%	65.63	7.22
<b>September</b>	59.0%	66.84	7.84
<b>October</b>	59.0%	64.0	5.0
<b>November</b>	60.0%		
<b>December</b>	61.77%		
<b>Average</b>	61.04%	66.26%	5.22

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

**CARES/FSS Program Highlights**

- **T. W** –successfully graduating with Economic Self Sufficiency via Employment. She has achieved her goals and managed to save keep \$1, 000 dollars for emergency use. She also paid off her auto loan and all her delinquent accounts raising her credit score to over 600.
- **K. W**- Employed as a head cook at Amistad High School. Participated in the ROB pitch event where she discussed her active business and future goals. She would like to have the opportunity to apply for the ECC Rob loan to expand her Catering Business.
- **S. F**- Gained FT employment with Yale University with dining/catering center.
- **K. W**- Gained FT position with Yale Hospital as RN. Her income increased by \$24,627.00 as she was offered a salary of \$71,427.00

- J. H- Hired PT at Yale University
- G- Paid down debt, credit score increased to 700 and increased personal savings by \$6,500.00
- M. C- Enrolled in GED classes at night
- Q. J- Enrolled and started Medical Coding training with Middlesex Center

### **ECC Believes Program Highlights**

- Bridges of Hope hosted a Harvest Parade at Mill River where families came in costume for food, fun and activities.
- Confidence Club launched at Mill River Crossing with a total of 8 girls registered.
- “These girls are absolutely amazing, this is a great group to work with.”
  - LiveGirl Mentor Marie P.
- STEP interns participated in a two-part series to a Dress for Success Training. The first part focused included an in-person training on professional work attire where the ECC/HANH Dress Code policy was reviewed. Following the training, youth traveled went shopping alongside STPE Supervisors from operations, finance and CED staff. While there, youth were encouraged to use financial literacy skills to maintain a shopping budget while meeting the dress code policy.

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

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

P&M applied to HUD for 2022 funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant has enabled 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, and the full amount was awarded, October 3, 2022. Contracts for the two (2) camera systems were submitted for BOC approval in May 2023, and funds were obligated on time. ECC has until 9/25/2024 to expend the funds. Construction is underway at both developments. Cameras are up and running at Robert T. Wolfe, and 70% completed at George Crawford Manor.

P&M applied to and was awarded \$250K from HUD for Emergency Safety and Security 2023 funding to address security upgrades at Essex Townhouses, a family development with 35 apartments. FWe will be replacing an antiquated camera system and damaged access control gates . Application submitted prior to due date of 6/28/2023. Work begins in November.

*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 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. We worked directly with the HUD Washington LBP and Housing Related Hazards Team and our Field Office regarding applicability of coverage for the grants as we progress through the construction and ongoing abatement design and procurement of contractors. Current obligation of funds is at 52% and expenditure of funds at 25%.

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

### What we have completed to date:

- Obligated and expended all \$986,260 of the 2017 LBP Grant funding.
- 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.
- Applied for six-month extension for obligation deadline on the HUD LBP 2020 Grant. Ultimately, did not require the extension, as the grant was obligated in time.
- **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:
  - Lead Groups 1, 2 and 3: 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 houses came first as they were highest on our Amalgamated Prioritization Chart. Essex Townhouses (**34 units Lead Free, and 1 unit Lead Safe**) ...all known lead components have been removed from 34 units, not just encapsulated. The remaining has lead which is not damaged or a friction or biting surface. A lead management plan will be provided.
  - 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. With the obligation of Group D houses (21), only one 2-family house of the original 299 properties remains to be addressed by Planning and Modernization: 759 Quinipiac Avenue, identified as Group A. The cost of construction for Group A came in significantly above the TDC for the 2 units. Project currently under reconsideration.
- **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, CO and Smoke detectors, vermin and Radon to mitigate or remove. Work on the multiple hazards started:
- All units with identified Radon, throughout the LIPH portfolio have been mitigated with installed piping and exhaust fan systems and confirmation testing. All properties have been inspected for needed CO and Smoke detectors and designs for more reliable hardwired systems is complete. Vermin are being addressed in conjunction with other construction projects. Mold is being addressed largely in the scattered sites AMPs, and at Essex Townhouses and with some properties with Lead Abatement work, others, separately. CO and Smoke detector project was put out for solicitation and received no bids. A smaller project went out for Solicitation as a pilot. No responses. 57 Mountaintop went out for solicitation for mold abatement. Responses were over threshold. The project was bid again and awarded. Construction ~~and is scheduled~~ was to be substantially complete in November, 2023.

#### Solicitations Awarded:

- **Group B: 3 Single-Family Houses** in the Scattered Site West portfolio (**Construction start, September 2, 2022; 100% Completed**)
- **Group C: 8 Units in 4 houses** in the Scattered Site East portfolio--**Solicitations went out for Bid, July 2022: Construction 100% Completed.**
- **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, originally going to the October Board, for construction start in Spring, 2023; 2 Bids were received. Contractor with lowest responsible Bid was awarded the contract in December, 2022. The Contractor withdrew and the project is resolicited, bids due March 17, 2023. Two (2) viable bids were received, however, no contract was awarded due to cost for bids being too high. Scope removal plans and re-solicitation scheduled in July. Project under reconsideration.
- **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). 3 bids received, for solicitation in February, 2023, including some mold abatement, bids due March 20, 2023. Rebid solicited with 3 bids received. Contract for BOC approval, May, 2023. Contract awarded. Construction started in ~~63~~ 43 houses. ~~Three-Two~~ 43 units completed. Three-Two more houses under construction. On schedule. Phase 3 starts after the Winter holidays.

**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. We will be starting to make these available, again. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by HUD regulations.

#### P&M Projects 2020-2023

- **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 installed. 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, 2022. Time extended due to long lead times on equipment. Installation of Fire Alarm Panel 100% complete as of June, 2023. Booster pump system for Domestic Water replaced for 15 story building. Firefighters' communication system (BDA) installed. Final contract items, replacement of Main Electrical Power Distribution Panel ~~and Firefighters' communication system (BDA)~~ to be completed and closed out by February, 2023.

- **437 M&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. Roofing condition requires corrective structural fortification. Project was out for bid with bids due before Thanksgiving. Due to receiving only one bid, ECC resolicited the project and bids were due January 4, 2023. Contract awarded and NOA provided. Construction 100% completed and project closed out.
- **57 Mountaintop:** Scattered Sites East single-family home with extensive mold, requiring relocation of the household residents. Joint project between Operations Department and Planning & Modernization (P&M). Operations to address immediate mold abatement and miscellaneous housing upgrades to allow resident to return to the house. P&M has contracted with an Architect and Environmental consultant to design a remedy for long term remediation of the moisture source(s) which fed the mold and miscellaneous building and site upgrades. Operations has performed much of the needed immediate work. A solicitation went out to perform the mold preventative and restorative work needed. Responses above procurement threshold. Resolicitation proved successful, and construction start and finish will be in ~~November~~December, 2023. Clearance testing will be performed to establish house readiness for occupancy.
- **George Crawford Structural Evaluation:** ECC is conducting a structural evaluation of 90 Park Street, which is on the National Register of Historic Places. This structural evaluation will not only provide information on the condition of the structure of the building for current life safety, but will also provide information valuable to any future plans for the building. A contract was finalized with a structural engineering firm, and a final report has been submitted. A design for report recommendations are part of corrective work in advance of and in coordination with future development plans. Design to be completed ~~December~~January, 2023.
- **546 Woodward Avenue:** Contractor completed the roof work for 3 units, and contract closed out.

## **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 to permanent completed on February 28, 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 4<sup>th</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 4h quarter of 2024.
- **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 completed on December 23, 2022.
  - Demolition of existing buildings began on January 6, 2023.
  - Demolition of all buildings was completed in March 2023
  - Construction of the new buildings began in May 2023. The first 5 buildings are expected to be complete in December 2023 with the final 5 completed in March 2024.
  - Final construction completion is expected in March 2024
- **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 4<sup>th</sup> 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 4<sup>th</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, 104 RAD units, and 26 to be market rate.
- Closing targeted for the 4<sup>th</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 4th quarter of 2024.

- **34 Level Street/The Heights at Westrock**

- Submitted a HUD Section 202 Supportive Housing for the Elderly application to HUD in January, 2023.
- The development includes 50 supportive housing units.
- DECD Brownfields award of \$999,000 received in June 2023 to assist in clean up and removal of former nursing home.
- Closing anticipated to be on the 4th quarter of 2024.

- **St Luke's Apartments, Whalley Ave.**

- Submitted a CIF application on June 30, 2023.
- State DOH engagement pre-application submitted May, 2023.
- The development includes up to 54 housing units, including 8 market units
- Architectural Plans being reviewed to identify cost-saving methods..



# MEMORANDUM

**TO: All Board of Commissioners**

**FROM: John Rafferty, CFO**

**RE: Bills and Communications**

**DATE: December 19, 2023**

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Attached please find the following Two (2) lists:

**Aged Accounts Payable Report** totaling **\$ 17,917.63** (listed on page 2 ), 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 December 19, 2023, Board of Commissioners meeting.

**Bank Book Check Register** totaling **\$ 3,079,212** (listed on page 10). This list consists of invoices that have been paid from November 1 – November 30, 2023.

Haynes Construction Company (\$113,357) for Rockview infostructure and Farnam 9%; Nobe Construction Company (\$ 81,482) for various sites; VASE Management LLC (\$134,206) for Scattered Sites Lead; Can I Live, Inc (\$18,625) for Resident owned businesses; Banton Construction Company (\$ 153,239) for Wolfe PH 2 Projects; Anthem Blue Cross/Blue Shield (\$ 247,261) for employee medical, dental & vision benefits; Home Depot (\$ 87,959) for agency-wide materials; United Illuminating (\$ 144,738) for various sites; Southern Connecticut Gas (\$ 42,963) for agency-wide gas service; Regional Water Authority (\$ 85,859) For agency-wide services.

The total of both registers is **\$ 3,097,129.63**  
Attachments

## Aged Accounts Payable Report

Vendor Name	Invoice #	Inv. Date	Due Date	Amount
Colby Jenkins	<u>REIM O SUPPLYS 11/30</u>	11/30/2023	12/30/2023	104.87
Reitman Personnel Services, Inc.	<u>84070</u>	11/22/2023	12/22/2023	665.63
Reitman Personnel Services, Inc.	<u>84065</u>	11/22/2023	12/22/2023	963.75
Reitman Personnel Services, Inc.	<u>84064</u>	11/22/2023	12/22/2023	700.33
Reitman Personnel Services, Inc.	<u>84063</u>	11/22/2023	12/22/2023	399.38
Yale Termite & Pest Elimination Corp.	<u>278293</u>	08/08/2023	09/07/2023	825.00
Yale Termite & Pest Elimination Corp.	<u>280419</u>	08/29/2023	09/28/2023	316.00
Yale Termite & Pest Elimination Corp.	<u>278667</u>	08/31/2023	09/30/2023	548.24
Yale Termite & Pest Elimination Corp.	<u>281181</u>	09/11/2023	10/11/2023	548.27
Yale Termite & Pest Elimination Corp.	<u>281830</u>	09/18/2023	10/18/2023	158.00
Yale Termite & Pest Elimination Corp.	<u>282465</u>	09/29/2023	10/29/2023	548.27
Yale Termite & Pest Elimination Corp.	<u>277229</u>	07/31/2023	08/30/2023	375.00
Yale Termite & Pest Elimination Corp.	<u>279033</u>	08/14/2023	09/13/2023	467.79
Yale Termite & Pest Elimination Corp.	<u>279378</u>	08/31/2023	09/30/2023	467.79
Yale Termite & Pest Elimination Corp.	<u>277132</u>	09/01/2023	10/01/2023	79.00
Yale Termite & Pest Elimination Corp.	<u>281132</u>	09/11/2023	10/11/2023	316.00
Yale Termite & Pest Elimination Corp.	<u>281318</u>	09/12/2023	10/12/2023	467.79
Yale Termite & Pest Elimination Corp.	<u>281317</u>	09/12/2023	10/12/2023	395.00

Yale Termite & Pest Elimination Corp.	<u>282504</u>	09/29/2023	10/29/2023	467.79
Yale Termite & Pest Elimination Corp.	<u>280426</u>	08/30/2023	09/29/2023	28.00
Reitman Personnel Services, Inc.	<u>84070</u>	11/22/2023	12/22/2023	62.97
Reitman Personnel Services, Inc.	<u>84067</u>	11/22/2023	12/22/2023	931.00
Reitman Personnel Services, Inc.	<u>84063</u>	11/22/2023	12/22/2023	37.78
Reitman Personnel Services, Inc.	<u>84068</u>	11/22/2023	12/22/2023	1,208.00
Reitman Personnel Services, Inc.	<u>84063</u>	11/22/2023	12/22/2023	102.54
Reitman Personnel Services, Inc.	<u>84070</u>	11/22/2023	12/22/2023	170.90
Reitman Personnel Services, Inc.	<u>84066</u>	11/22/2023	12/22/2023	930.41
Reitman Personnel Services, Inc.	<u>84069</u>	11/22/2023	12/22/2023	899.50
Reitman Personnel Services, Inc.	<u>84071</u>	11/22/2023	12/22/2023	1,057.00
Reitman Personnel Services, Inc.	<u>84072</u>	11/22/2023	12/22/2023	981.50
Sylva Developers, LLC	<u>INV #4</u>	11/12/2023	12/12/2023	2,551.69
W.B. Mason Company Inc	<u>242772341</u>	11/22/2023	12/22/2023	142.44

<b>Total Payments Due</b>	<b>\$ 17,917.63</b>
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Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
DD	0	30643	11/01/2023	\$ -	Posted	11/01/2023	Stephanie Marie Cox
DD	0	30644	11/01/2023	\$ -	Posted		Stephanie Marie Cox
DD	0	30651	11/01/2023	\$ (107.80)	Posted		Cohen Key Shop
DD	0	30659	11/01/2023	\$ (660.00)	Posted		Penfield Communications
DD	0	30658	11/01/2023	\$ (5,600.00)	Posted		Nobe Construction Company
DD	0	30666	11/01/2023	\$ (29,711.90)	Posted		Trinity New Haven Housing Two Limited Partnership
DD	0	30664	11/01/2023	\$ (26,167.99)	Posted		Trinity New Haven Housing LP
DD	0	30667	11/01/2023	\$ (15,498.50)	Posted		Trinity Rowe Limited Partnership
DD	0	30650	11/01/2023	\$ (26,956.48)	Posted		Brookside 1 Associates LLC
DD	0	30649	11/01/2023	\$ (23,201.36)	Posted		Brookside 2 Associates LLC
DD	0	30665	11/01/2023	\$ (9,313.54)	Posted		Trinity New Haven Housing Three LP
DD	0	30660	11/01/2023	\$ (13,119.52)	Posted		Rockview 1 Associates LLC
DD	0	30662	11/01/2023	\$ (639.55)	Posted		Schatara McKiver
DD	0	30653	11/01/2023	\$ (639.55)	Posted		Jasmine Yvonne Johnson
DD	0	30652	11/01/2023	\$ (2,700.00)	Posted		Housing Development Fund, Inc.
DD	0	30648	11/01/2023	\$ (639.55)	Posted		Ashley Shemone Keen
DD	0	30663	11/01/2023	\$ (639.55)	Posted		Shayla Foreman
DD	0	30661	11/01/2023	\$ (549.93)	Posted		Sarah Esther Garcia
DD	0	30645	11/01/2023	\$ (4,004.41)	Posted		360 Management Group. Co.
DD	0	30646	11/01/2023	\$ (5,689.97)	Posted		360 Management Group. Co.
DD	0	30647	11/01/2023	\$ (962.00)	Posted		360 Management Group. Co.
DD	0	30657	11/01/2023	\$ (1,045.00)	Posted		M.A.C Computer Consulting, Inc
DD	0	30655	11/01/2023	\$ (549.93)	Posted		Keara Locke
DD	0	30654	11/01/2023	\$ (639.55)	Posted		Jerry L. Blue
DD	0	30656	11/01/2023	\$ (8,333.33)	Posted		Kelly Group Consultants LLC
DD	0	30669	11/01/2023	\$ (3,447.00)	Posted		Reno & Cavanaugh, Pllc
DD	0	30668	11/01/2023	\$ (554.54)	Posted		Holly A Bryk
DD	0	30671	11/01/2023	\$ (96.49)	Posted		LaToya Mills
DD	0	30670	11/01/2023	\$ (360.00)	Posted		Hands On Moving, LLC
Check	185755	0	11/01/2023	\$ (59.00)	Posted		Adrianna Rumley
Check	185756	0	11/01/2023	\$ (78.00)	Posted		Adrienne Simpson
DD	185757	30620	11/01/2023	\$ (52.00)	Posted		Afrika Lynette Canady
Check	185758	0	11/01/2023	\$ (59.00)	Posted		Alice J. Foskey
Check	185759	0	11/01/2023	\$ (26.00)	Posted		Amina Harris
DD	185760	30621	11/01/2023	\$ (123.00)	Posted		Ana Falero
Check	185761	0	11/01/2023	\$ (52.00)	Posted		Artavia Boone
Check	185762	0	11/01/2023	\$ (52.00)	Posted		Ayshnee Butler
Check	185763	0	11/01/2023	\$ (102.00)	Posted		Beatriz Toro
Check	185764	0	11/01/2023	\$ (107.00)	Posted		Brandi R Burgess
Check	185765	0	11/01/2023	\$ (137.00)	Posted		Brenda Sparks
Check	185766	0	11/01/2023	\$ (52.00)	Posted		Candi Foley
Check	185767	0	11/01/2023	\$ (52.00)	Posted		Carmen Lozada
Check	185768	0	11/01/2023	\$ (221.00)	Posted		Cassandra Moore
Check	185769	0	11/01/2023	\$ (80.00)	Posted		Catalina Soto
Check	185770	0	11/01/2023	\$ (137.00)	Posted		Chevonne Boone
Check	185771	0	11/01/2023	\$ (106.00)	Posted		Ciera S Lewis
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Check	185773	0	11/01/2023	\$ (137.00)	Posted		Corelle Wallace
Check	185774	0	11/01/2023	\$ (52.00)	Posted		Curnijah Howard
DD	185775	30622	11/01/2023	\$ (52.00)	Posted		Dione Bennett
DD	185776	30623	11/01/2023	\$ -	Posted	11/08/2023	Dijba Kane
Check	185777	0	11/01/2023	\$ (59.00)	Posted		Donna Willett
Check	185778	0	11/01/2023	\$ (52.00)	Posted		Ericka Alis Cannon
Check	185779	0	11/01/2023	\$ (16.00)	Posted		Evelyn Santiago
Check	185780	0	11/01/2023	\$ (195.00)	Posted		Faith H Thompson
Check	185781	0	11/01/2023	\$ (132.00)	Posted		Gerardo Flores
Check	185782	0	11/01/2023	\$ (195.00)	Posted		Gianakos Jenkins
Check	185783	0	11/01/2023	\$ (130.00)	Posted		Helen Suggs
Check	185784	0	11/01/2023	\$ (156.00)	Posted		Hope Brodie
Check	185785	0	11/01/2023	\$ (99.00)	Posted		Iniara Allen
Check	185786	0	11/01/2023	\$ (52.00)	Posted		Iris Hernandez-Cepeda
DD	185787	30624	11/01/2023	\$ (162.00)	Posted		Iris Nereida Santana
DD	185788	30625	11/01/2023	\$ (195.00)	Posted		Isabel Fuentes
Check	185789	0	11/01/2023	\$ (120.00)	Posted		Jacqueline Banks
Check	185790	0	11/01/2023	\$ (49.00)	Posted		Jada Nyla Burnett
Check	185791	0	11/01/2023	\$ (128.00)	Posted		Jannie Ellison
Check	185792	0	11/01/2023	\$ (87.00)	Posted		Jannisha Marquisha Bowman
Check	185793	0	11/01/2023	\$ (52.00)	Posted		Jhamal Gallimore
Check	185794	0	11/01/2023	\$ (206.00)	Posted		Joshua C Martin
Check	185795	0	11/01/2023	\$ (132.00)	Posted		Joslyn Lockwood
Check	185796	0	11/01/2023	\$ (47.00)	Posted		Kiara Carmichael
Check	185797	0	11/01/2023	\$ (171.00)	Posted		Lakeisha Massey
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Check	185802	0	11/01/2023	\$ (78.00)	Posted		Maria Ivette Martinez
Check	185803	0	11/01/2023	\$ (59.00)	Posted		Maria L Correa
Check	185804	0	11/01/2023	\$ (165.00)	Posted		Maria R Langston
Check	185805	0	11/01/2023	\$ (214.00)	Posted		Martha Moore
DD	185806	30626	11/01/2023	\$ (138.00)	Posted		Mary A Lopez
Check	185807	0	11/01/2023	\$ (4.00)	Posted		Maryann Jones
Check	185808	0	11/01/2023	\$ (16.00)	Posted		Mayra Quiles
Check	185809	0	11/01/2023	\$ (156.00)	Posted		Mecca Malia Anderson

Check	185810	0	11/01/2023	\$ (59.00)	Posted	Mi-kerria Shaw
Check	185811	0	11/01/2023	\$ (56.00)	Posted	Migdalia Flores
Check	185812	0	11/01/2023	\$ (59.00)	Posted	Mikalla Davis
Check	185813	0	11/01/2023	\$ (128.00)	Posted	Nancy Marilyn Estrada
Check	185814	0	11/01/2023	\$ (102.00)	Posted	Natalie Rodriguez
Check	185815	0	11/01/2023	\$ (52.00)	Posted	Natasha White
Check	185816	0	11/01/2023	\$ (56.00)	Posted	Natasha C Clay
Check	185817	0	11/01/2023	\$ (99.00)	Posted	Natasha Laureano
Check	185818	0	11/01/2023	\$ (2.00)	Posted	Odelkis Sanchez
Check	185819	0	11/01/2023	\$ (43.00)	Posted	Olivia Camp
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Check	185821	0	11/01/2023	\$ (48.00)	Posted	Patty Burruss
Check	185822	0	11/01/2023	\$ (16.00)	Posted	Paula A Barnes
Check	185823	0	11/01/2023	\$ (159.00)	Posted	Perry Flowers
Check	185824	0	11/01/2023	\$ (87.00)	Posted	Preziosa Flores
Check	185825	0	11/01/2023	\$ (193.00)	Posted	Rayquan T Durham
Check	185826	0	11/01/2023	\$ (82.00)	Posted	Rehossem Dirangave
Check	185827	0	11/01/2023	\$ (47.00)	Posted	Reneta Mitchell
Check	185828	0	11/01/2023	\$ (18.00)	Posted	Robyn Louise Green
DD	185829	30628	11/01/2023	\$ (22.00)	Posted	Rosaura Luciano
Check	185830	0	11/01/2023	\$ (146.00)	Posted	Sarah M Kendrick
DD	185831	30629	11/01/2023	\$ (52.00)	Posted	Sean Michael Flowers
Check	185832	0	11/01/2023	\$ (156.00)	Posted	Shalanda Rena Wiggins
Check	185833	0	11/01/2023	\$ (52.00)	Posted	Shaquonda Rashaya Hunte
Check	185834	0	11/01/2023	\$ (59.00)	Posted	Shatora McCotter
Check	185835	0	11/01/2023	\$ (52.00)	Posted	Sheila K Grant
Check	185836	0	11/01/2023	\$ (52.00)	Posted	Sherita Tucker
Check	185837	0	11/01/2023	\$ (594.00)	Posted	Shirley A Massey
Check	185838	0	11/01/2023	\$ (19.00)	Posted	Sor Perez
Check	185839	0	11/01/2023	\$ (56.00)	Posted	Stephanie Green
Check	185840	0	11/01/2023	\$ (19.00)	Posted	Stephanie Santiago
Check	185841	0	11/01/2023	\$ (154.00)	Posted	Stephanie Sumler
Check	185842	0	11/01/2023	\$ (59.00)	Posted	Synitra Culbreath
Check	185843	0	11/01/2023	\$ (104.00)	Posted	Taccarra Smith
Check	185844	0	11/01/2023	\$ (245.00)	Posted	Tamika Bratton
Check	185845	0	11/01/2023	\$ (19.00)	Posted	Tania Montanez
Check	185846	0	11/01/2023	\$ (25.00)	Posted	Tanya A. Solomon
Check	185847	0	11/01/2023	\$ (234.00)	Posted	Tanya Carmon
Check	185848	0	11/01/2023	\$ (49.00)	Posted	Tatiana Bojka
Check	185849	0	11/01/2023	\$ (162.00)	Posted	Teneshia Monique Harrington
Check	185850	0	11/01/2023	\$ (99.00)	Posted	Terese Edwina Stevenson
DD	185851	30630	11/01/2023	\$ (76.00)	Posted	Thelma Goodwin
Check	185852	0	11/01/2023	\$ (56.00)	Posted	Tina McDonald
Check	185853	0	11/01/2023	\$ (69.00)	Posted	Tonya Perkins
Check	185854	0	11/01/2023	\$ (128.00)	Posted	Trenna Soares
Check	185855	0	11/01/2023	\$ (128.00)	Posted	Trevon Highsmith
Check	185856	0	11/01/2023	\$ (59.00)	Posted	Tyquanna Whitaker
Check	185857	0	11/01/2023	\$ (52.00)	Posted	Tyrell J Pearson
Check	185858	0	11/01/2023	\$ -	Posted	11/16/2023 Tyshonna Hobby
DD	185859	30631	11/01/2023	\$ (104.00)	Posted	Valeka Williams
Check	185860	0	11/01/2023	\$ (112.00)	Posted	Vanessa Myers
Check	185861	0	11/01/2023	\$ (109.00)	Posted	Victoria C Allen
Check	185862	0	11/01/2023	\$ (147.00)	Posted	Yelitza Maria Santiago
Check	185863	0	11/01/2023	\$ (47.00)	Posted	Yvette Gray
Check	185864	0	11/01/2023	\$ (98.00)	Posted	Yvonne A Barros
Check	185865	0	11/01/2023	\$ (56.00)	Posted	Zulady Alicea-Reyes
Check	185935	0	11/01/2023	\$ (200.00)	Posted	Jennifer Malone
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Check	185937	0	11/01/2023	\$ (251.00)	Posted	Stephanie Marie Cox
Check	185938	0	11/01/2023	\$ (1,556.00)	Posted	256-258 Willow Street LLP
Check	185939	0	11/01/2023	\$ (7,100.00)	Posted	Martin Surveying Associates LLC
Check	185940	0	11/01/2023	\$ (7,748.30)	Posted	Advance Security Integration LLC dba Security 101
Check	185941	0	11/01/2023	\$ (5,423.00)	Posted	Chubb and Son, a division of Federal Insurance Company
Check	185942	0	11/01/2023	\$ (255.12)	Posted	Comcast Cable
Check	185943	0	11/01/2023	\$ (639.55)	Posted	Jazmin Boria
Check	185944	0	11/01/2023	\$ (467.05)	Posted	Johnson Controls US Holdings LLC
Check	185945	0	11/01/2023	\$ (111.18)	Posted	Southern Connecticut Gas
Check	185946	0	11/01/2023	\$ (228.39)	Posted	Sunwealth Project Pool 14 LLC
Check	185947	0	11/01/2023	\$ (7,862.39)	Posted	United Illuminating
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Check	185981	0	11/01/2023	\$ (946.60)	Posted		Regional Water Authority
Check	185982	0	11/01/2023	\$ (163.15)	Posted		Reinaldo Maizo
Check	185983	0	11/01/2023	\$ (146.63)	Posted		Robin Miller-Godwin
Check	185984	0	11/01/2023	\$ (597.81)	Posted		Southern Connecticut Gas
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Check	185999	0	11/01/2023	\$ (2,220.83)	Posted		Home Depot
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Check	186007	0	11/01/2023	\$ (1,200.00)	Posted		Ace Van & Storage, Inc.
Check	186008	0	11/01/2023	\$ (28,140.10)	Posted		Fuss & O'Neill, Inc.
Check	186009	0	11/01/2023	\$ (3,906.61)	Posted		G.L. Capasso, Inc
Check	186010	0	11/01/2023	\$ (699.91)	Posted		Jerris Luncheonette Inc
Check	186011	0	11/01/2023	\$ (60.00)	Posted		Tyco Intergrated Security, LLC
Check	186012	0	11/01/2023	\$ (869.40)	Posted		W.B. Mason Company Inc
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Check	186014	0	11/03/2023	\$ (704.20)	Posted		Christopher Prussing
Check	186015	0	11/03/2023	\$ (1,075.00)	Posted		Frieda Hawley
Check	186016	0	11/03/2023	\$ (595.66)	Posted		Jacques McAdams
Check	186017	0	11/03/2023	\$ -	Posted	11/08/2023	Marshall J Toth
Check	186018	0	11/03/2023	\$ (807.08)	Posted		Reinaldo Maizo
DD	0	30677	11/06/2023	\$ (9,107.48)	Posted		Reitman Personnel Services, Inc.
DD	0	30673	11/06/2023	\$ (288.79)	Posted		Cdw Government Inc
DD	0	30675	11/06/2023	\$ (212.00)	Posted		Home Services & More, LLC
DD	0	30678	11/06/2023	\$ (6,173.34)	Posted		Ringcentral, Inc
DD	0	30674	11/06/2023	\$ (1,700.00)	Posted		Fairway Owner, LLC
DD	0	30676	11/06/2023	\$ (5,902.00)	Posted		KJR Consulting
DD	0	30679	11/06/2023	\$ (14,531.25)	Posted		The Computer Company Inc
DD	0	30680	11/06/2023	\$ (10,310.00)	Posted		Enviromed Services, Inc.
DD	0	30681	11/06/2023	\$ (6,364.79)	Posted		Lothrop Associates, LLP
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Check	186020	0	11/06/2023	\$ (8,665.58)	Posted		City of New Haven
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Check	186022	0	11/06/2023	\$ (198.89)	Posted		Frontier Communications of Company
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Check	186030	0	11/06/2023	\$ (350.52)	Posted		Home Depot
Check	186031	0	11/06/2023	\$ (5,076.60)	Posted		Laz Parking
Check	186032	0	11/06/2023	\$ (27,320.00)	Posted		LCPtracker, Inc
Check	186033	0	11/06/2023	\$ (17.52)	Posted		Online Information Services, Inc
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Check	186035	0	11/06/2023	\$ (36.13)	Posted		Online Information Services, Inc
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Check	186038	0	11/06/2023	\$ (2,600.00)	Posted		Ace Van & Storage, Inc.
Check	186039	0	11/06/2023	\$ (439.12)	Posted		Standard Insurance Company.
Check	186040	0	11/06/2023	\$ (6.44)	Posted		United Illuminating
Check	186041	0	11/06/2023	\$ (71,529.25)	Posted		VASE Management LLC
DD	0	30682	11/07/2023	\$ -	Posted		Housing Authority of the City of New Haven
DD	0	30685	11/07/2023	\$ (5,265.00)	Posted		Ed The Treeman
DD	0	30688	11/07/2023	\$ (25.00)	Posted		Infoshred, LLC
DD	0	30684	11/07/2023	\$ (5,498.37)	Posted		Crumbie Law Group, LLC
DD	0	30689	11/07/2023	\$ (150.00)	Posted		Palace Garage dba York Service Center
DD	0	30687	11/07/2023	\$ (27,196.46)	Posted		Housing Authority of the City of New Haven
DD	0	30683	11/07/2023	\$ (86,291.43)	Posted		360 Management Group. Co.
DD	0	30686	11/07/2023	\$ (1,879.04)	Posted		Holly A Bryk
DD	0	30690	11/07/2023	\$ (1,900.00)	Posted		Ed The Treeman
DD	0	30691	11/07/2023	\$ (305.00)	Posted		Kone Inc.
DD	0	30692	11/07/2023	\$ (8,295.00)	Posted		Rebel Interactive Group, LLC
DD	0	30693	11/07/2023	\$ (11,502.59)	Posted		Tri State Generator Co LLC
Check	186042	0	11/07/2023	\$ -	Posted	11/07/2023	Housing Authority of the City of New Haven
Check	186043	0	11/07/2023	\$ (4,719.00)	Posted		Lavonta Bryant
Check	186044	0	11/07/2023	\$ (1,000.00)	Posted		Bridport 770

Check	186045	0	11/07/2023	\$ (2,700.00)	Posted	John Chanario
Check	186046	0	11/07/2023	\$ (13,523.09)	Posted	Anthem Blue Cross/Blue Shield
Check	186047	0	11/07/2023	\$ (2,605.61)	Posted	Aramark Refreshment Services
Check	186048	0	11/07/2023	\$ (10,179.97)	Posted	F.W. Webb Company
Check	186049	0	11/07/2023	\$ (4,227.06)	Posted	G.L. Capasso, Inc
Check	186050	0	11/07/2023	\$ (2,391.12)	Posted	Johns Refuse & Recycling, LLC
Check	186051	0	11/07/2023	\$ (23.63)	Posted	Johnson Controls US Holdings LLC
Check	186052	0	11/07/2023	\$ (545.00)	Posted	Supreme Corporation
Check	186053	0	11/07/2023	\$ (2,069.95)	Posted	Verizon Wireless
Check	186054	0	11/07/2023	\$ (1,365.00)	Posted	Worker's Compensation Trust Inc
Check	186055	0	11/07/2023	\$ (233.00)	Posted	Yale New Haven Hospital
Check	186056	0	11/07/2023	\$ (36,304.09)	Posted	Home Depot
Check	186057	0	11/07/2023	\$ (126.43)	Posted	Corporate Mailing Services LLC
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DD	0	30694	11/08/2023	\$ (1,465.68)	Posted	Cdw Government Inc
DD	0	30696	11/08/2023	\$ (87.00)	Posted	Reno & Cavanaugh, Pllc
DD	0	30695	11/08/2023	\$ (8,345.00)	Posted	Hands On Moving, LLC
Check	186063	0	11/08/2023	\$ (252.00)	Posted	Djiba Kane
Check	186064	0	11/08/2023	\$ (1,041.99)	Posted	Brittany Noel Warren
Check	186065	0	11/08/2023	\$ (110,000.00)	Posted	Hudson Housing Capital, LLC
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DD	0	30699	11/09/2023	\$ (25,590.62)	Posted	CWPM, LLC
DD	0	30701	11/09/2023	\$ (915.00)	Posted	Kone Inc.
DD	0	30702	11/09/2023	\$ (3,122.90)	Posted	Kronos Incorporated
DD	0	30698	11/09/2023	\$ (1,853.00)	Posted	Crumbie Law Group, LLC
DD	0	30704	11/09/2023	\$ (1,050.00)	Posted	Otis Elevator Company
DD	0	30700	11/09/2023	\$ (1,548.00)	Posted	Home Services & More, LLC
DD	0	30697	11/09/2023	\$ (15,749.02)	Posted	360 Management Group. Co.
DD	0	30703	11/09/2023	\$ (8,666.67)	Posted	NuEnergen, LLC
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Check	186068	0	11/09/2023	\$ (1,665.00)	Posted	Barrera Consulting LLC
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Check	186081	0	11/09/2023	\$ (25.00)	Posted	Michael Sydney Perkins
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Check	186098	0	11/09/2023	\$ (3,190.00)	Posted	State Of Connecticut
Check	186099	0	11/09/2023	\$ (360.00)	Posted	Supreme Corporation
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Check	186101	0	11/09/2023	\$ (482.46)	Posted	United Illuminating
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Check	186103	0	11/09/2023	\$ (1,080.51)	Posted	United Illuminating
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Check	186108	0	11/09/2023	\$ (1,414.82)	Posted	United Illuminating
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Check	186115	0	11/09/2023	\$ (1,168.59)	Posted	United Illuminating
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Check	186118	0	11/09/2023	\$ (29.43)	Posted	United Illuminating
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Check	186122	0	11/09/2023	\$ (959.80)	Posted	W.B. Mason Company Inc
Check	186123	0	11/09/2023	\$ (400.00)	Posted	JUAN FIGUEROA
DD	0	30710	11/13/2023	\$ (2,200.00)	Posted	Ed The Treeman
DD	0	30706	11/13/2023	\$ (710.45)	Posted	Cohen Key Shop
DD	0	30713	11/13/2023	\$ (8,355.23)	Posted	Reitman Personnel Services, Inc.
DD	0	30709	11/13/2023	\$ (11,270.65)	Posted	CWPM, LLC

DD	0	30708	11/13/2023	\$ (1,941.98)	Posted		CWPM, LLC
DD	0	30707	11/13/2023	\$ (907.00)	Posted		Crumble Law Group, LLC
DD	0	30712	11/13/2023	\$ (391.41)	Posted		New Horizon Communications Corp
DD	0	30711	11/13/2023	\$ (591.00)	Posted		Home Services & More, LLC
DD	0	30705	11/13/2023	\$ (5,130.00)	Posted		212 Exchange Street LLC
Check	186124	0	11/13/2023	\$ (229.98)	Posted		Deluxe Business Form
Check	186125	0	11/13/2023	\$ (1,626.66)	Posted		F.W. Webb Company
Check	186126	0	11/13/2023	\$ (76.37)	Posted		Frontier Communications of Company
Check	186127	0	11/13/2023	\$ (76.37)	Posted		Frontier Communications of Company
Check	186128	0	11/13/2023	\$ (71.83)	Posted		HD Supply Facilities Maintenance, Ltd
Check	186129	0	11/13/2023	\$ (14,344.76)	Posted		Home Depot
Check	186130	0	11/13/2023	\$ (198.93)	Posted		Iris M. Collazo
Check	186131	0	11/13/2023	\$ (337.10)	Posted		Skyview Ridgefield LLC
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Check	186133	0	11/13/2023	\$ (13.62)	Posted		United Illuminating
Check	186134	0	11/13/2023	\$ (13.13)	Posted		United Illuminating
Check	186135	0	11/13/2023	\$ (140.55)	Posted		HD Supply Facilities Maintenance, Ltd
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DD	0	30717	11/14/2023	\$ (16,539.12)	Posted		Housing Insurance Services, Inc.
DD	0	30718	11/14/2023	\$ (2,461.07)	Posted		Infoshred, LLC
DD	0	30714	11/14/2023	\$ (153,239.37)	Posted		Banton Construction Company
DD	0	30716	11/14/2023	\$ (840.64)	Posted		Housing Authority of the City of New Haven
DD	0	30715	11/14/2023	\$ (1,120.00)	Posted		Hands On Moving, LLC
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DD	0	30721	11/14/2023	\$ (5,434.19)	Posted		Sylva Developers, LLC
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Check	186137	0	11/14/2023	\$ (68.53)	Posted		Aramark Refreshment Services
Check	186138	0	11/14/2023	\$ (4,360.00)	Posted		Frankson Fence Company
Check	186139	0	11/14/2023	\$ -	Posted	11/15/2023	State Of Connecticut
Check	186140	0	11/14/2023	\$ (240.00)	Posted		State Of Connecticut
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DD	0	30722	11/15/2023	\$ (200.00)	Posted		Airess Johnson
DD	0	30741	11/15/2023	\$ (200.00)	Posted		Patricia Mabry
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DD	0	30747	11/15/2023	\$ (200.00)	Posted		Teresa Nela Caporale
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DD	0	30749	11/15/2023	\$ (200.00)	Posted		Willard E. Ford
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Check	186176	0	11/15/2023	\$ (200.00)	Posted		Jennifer Malone
Check	186177	0	11/15/2023	\$ (442.55)	Posted		Johnson Controls US Holdings LLC
Check	186178	0	11/15/2023	\$ (200.00)	Posted		Judy Cosby
Check	186179	0	11/15/2023	\$ (200.00)	Posted		Kelly Nichols
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Check	186195	0	11/15/2023	\$ -	Posted	12/05/2023	Teethenia Stroud
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Check	186224	0	11/15/2023	\$ (6,218.15)	Posted		LRC Engineering & Surveying, DPC
Check	186225	0	11/15/2023	\$ (1,078.87)	Posted		OTC Brands, INC
Check	186226	0	11/15/2023	\$ (23.00)	Posted		Southern Connecticut Gas
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Check	186230	0	11/15/2023	\$ (14.37)	Posted		United Illuminating
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Check	186233	0	11/15/2023	\$ (2,771.19)	Posted		Delta Dental of New Jersey, Inc
Check	186234	0	11/15/2023	\$ (38,685.12)	Posted		Oxford Health Plans, LLC
DD	0	30751	11/16/2023	\$ (15,370.00)	Posted		Ringcentral, Inc
DD	0	30752	11/16/2023	\$ (1,530.00)	Posted		La Voz Hispana Newsprint
Check	186235	0	11/16/2023	\$ (2,418.00)	Posted		Yale Termite & Pest Elimination Corp.
Check	186236	0	11/16/2023	\$ -	Posted	11/16/2023	U.S. Bank
Check	186237	0	11/16/2023	\$ (11,000.00)	Posted		U.S. Bank
Check	186238	0	11/16/2023	\$ (111.51)	Posted		Answer Plus Communications
Check	186239	0	11/16/2023	\$ (12,321.86)	Posted		Anthem Blue Cross/Blue Shield
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Check	186261	0	11/17/2023	\$ (7,956.78)	Posted		A. Prete Construction Company, Inc
Check	186262	0	11/17/2023	\$ (1,150.00)	Posted		Fuss & O'Neill, Inc.
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Check	186299	0	11/17/2023	\$ (14,779.87)	Posted	Colonial Life & Accident Insurance
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Check	186305	0	11/20/2023	\$ (122.57)	Posted	Federal Express Corp.
Check	186306	0	11/20/2023	\$ (225.00)	Posted	Tameka McKnight
Check	186307	0	11/20/2023	\$ (1,899.00)	Posted	Robert Adams
DD	0	30756	11/21/2023	\$ (3,534.50)	Posted	Berchem Moses PC
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DD	0	30767	11/21/2023	\$ (10,458.87)	Posted	Reitman Personnel Services, Inc.
DD	0	30760	11/21/2023	\$ (220.00)	Posted	Eagle Leasing Company
DD	0	30764	11/21/2023	\$ (1,077.00)	Posted	Home Services & More, LLC
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DD	0	30762	11/21/2023	\$ (2,349.00)	Posted	Hands On Moving, LLC
DD	0	30761	11/21/2023	\$ (1,871.10)	Posted	Gilson Software Solutions - PHA, LLC.
DD	0	30765	11/21/2023	\$ (780.00)	Posted	Mechanical Heating and Air Conditioning, Inc
DD	0	30766	11/21/2023	\$ (254.34)	Posted	Northwest Interpreters, Inc.
DD	0	30768	11/21/2023	\$ (8,000.00)	Posted	The Narrative Project, LLC
DD	0	30763	11/21/2023	\$ (400.00)	Posted	Holly A Bryk
DD	0	30757	11/21/2023	\$ (18,625.00)	Posted	Can I Live, Inc
DD	0	30769	11/21/2023	\$ (14,919.06)	Posted	Tri-Con Construction Manager, Llc
DD	0	30770	11/21/2023	\$ (277.00)	Posted	Cohen Key Shop
DD	0	30772	11/21/2023	\$ (25.00)	Posted	Infoshred, LLC
DD	0	30771	11/21/2023	\$ (324.11)	Posted	Holly A Bryk
DD	0	30773	11/21/2023	\$ (10,796.06)	Posted	KJR Consulting
Check	186308	0	11/21/2023	\$ (36,915.37)	Posted	Advance Security Integration LLC dba Security 101
Check	186309	0	11/21/2023	\$ (797.69)	Posted	Aramark Refreshment Services
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Check	186312	0	11/21/2023	\$ (432.07)	Posted	Constellation Energy Services, Inc
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Check	186322	0	11/21/2023	\$ (2.16)	Posted	Constellation Energy Services, Inc
Check	186323	0	11/21/2023	\$ (7.55)	Posted	Constellation Energy Services, Inc
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Check	186335	0	11/21/2023	\$ (190.00)	Posted	Nica's Market LLC
Check	186336	0	11/21/2023	\$ (3,703.18)	Posted	Regional Water Authority
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Check	186382	0	11/21/2023	\$ (5,000.00)	Posted		Quadient Finance USA, INC
Check	186383	0	11/21/2023	\$ (234.00)	Posted		Tonisha L Gray
Check	186384	0	11/21/2023	\$ (967.88)	Posted		United Illuminating
Check	186385	0	11/21/2023	\$ (533.00)	Posted		MZNH Holdings LLC
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Check	186387	0	11/22/2023	\$ (4.59)	Posted		Engie North America Inc
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Check	186446	0	11/28/2023	\$ (132.17)	Posted	Federal Express Corp.
Check	186447	0	11/28/2023	\$ (1,450.00)	Posted	Hazel Street Apartments, LLC
Check	186448	0	11/28/2023	\$ (3,098.03)	Posted	Verizon Wireless
Check	186556	0	11/28/2023	\$ (221,416.39)	Posted	Anthem Blue Cross/Blue Shield
Check	186557	0	11/28/2023	\$ (100.00)	Posted	Ernestine Barnes
Check	186558	0	11/28/2023	\$ (23.15)	Posted	Federal Express Corp.
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DD	0	30791	11/29/2023	\$ (20,086.25)	Posted	The Computer Company Inc
DD	0	30789	11/29/2023	\$ (196.30)	Posted	Holly A Bryk
DD	0	30792	11/29/2023	\$ (3,464.51)	Posted	Home Services & More, LLC
DD	0	30794	11/29/2023	\$ (7,152.06)	Posted	Reitman Personnel Services, Inc.
DD	0	30795	11/29/2023	\$ (304.50)	Posted	Reno & Cavanaugh, Pllc
DD	0	30793	11/29/2023	\$ (19,237.55)	Posted	McCarter & English, LLP
DD	0	30797	11/29/2023	\$ (12,347.66)	Posted	Glendower Ribicoff, LLC
DD	0	30796	11/29/2023	\$ (162,721.71)	Posted	360 Management Group, Co.
DD	0	30798	11/29/2023	\$ (34,911.50)	Posted	McCarter & English, LLP
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Check	186672	0	11/29/2023	\$ (36.69)	Posted		Constellation Energy Services, Inc
Check	186673	0	11/29/2023	\$ (574.53)	Posted		Constellation Energy Services, Inc
Check	186674	0	11/29/2023	\$ (104.37)	Posted		Engie North America Inc
Check	186675	0	11/29/2023	\$ (11.03)	Posted		Engie North America Inc
Check	186676	0	11/29/2023	\$ (5.62)	Posted		Engie North America Inc
Check	186677	0	11/29/2023	\$ (1.96)	Posted		Engie North America Inc
Check	186678	0	11/29/2023	\$ (2.18)	Posted		Engie North America Inc
Check	186679	0	11/29/2023	\$ (1,204.04)	Posted		Northeast Generator
Check	186680	0	11/29/2023	\$ (10.60)	Posted		United Illuminating
DD	0	30801	11/30/2023	\$ (160.00)	Posted		Housing Authority of the City of New Haven
DD	0	30800	11/30/2023	\$ (5,750.89)	Posted		Housing Authority of the City of New Haven
DD	0	30802	11/30/2023	\$ (314.40)	Posted		Ringcentral, Inc
DD	0	30799	11/30/2023	\$ (961.99)	Posted		360 Management Group. Co.
DD	0	30803	11/30/2023	\$ (5,842.50)	Posted		Sylva Developers, LLC
Check	186681	0	11/30/2023	\$ (1,670.00)	Posted		Phillip D Cooper
Check	186682	0	11/30/2023	\$ (1,720.21)	Posted		Chamberlain Court Condominium Association, Inc.
Check	186683	0	11/30/2023	\$ (11.21)	Posted		Comcast Cable
Check	186684	0	11/30/2023	\$ (157.35)	Posted		De Lage Landen Financial Services, Inc
Check	186685	0	11/30/2023	\$ (273.43)	Posted		Home Depot
Check	186686	0	11/30/2023	\$ (800.00)	Posted		Worker's Compensation Trust Inc
Check	186687	0	11/30/2023	\$ (51.12)	Posted		Corporate Mailing Services LLC
Check	186688	0	11/30/2023	\$ (58,957.85)	Posted		McCarter & English, LLP
Check	186689	0	11/30/2023	\$ (600.00)	Posted		Lindsay Derubis

Total Payments Issued

\$(3,079,211.95)

## MEMORANDUM

**To: Board of Commissioners**

**From: Karen DuBois-Walton, Ph.D., Executive Director**

**Date: December 19, 2023**

**RE: RESOLUTION AUTHORIZING THE USE OF MTW BLOCK GRANT FUNDS IN THE AMOUNT NOT TO EXCEED \$3,934,888 FOR THE SUBMISSION OF AN APPLICATION TO THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING AND THE CONNECTICUT HOUSING FINANCE AUTHORITY FOR A NINE PERCENT LOW INCOME HOUSING TAX CREDIT (LIHTC) APPLICATION FOR THE WESTVILLE MANOR PHASE I REDEVELOPMENT PROJECT**

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 12-99/23-R

**TIMING:** **Immediately**

**DISCUSSION:**

The Authority executed a Memorandum of Agreement with its instrumentality, The Glendower Group, Inc. (“Glendower”), to carry out the redevelopment of Westville Manor. To maximize the availability of non-MTW funding, the redevelopment of Westville Manor will be completed in two phases, Westville Manor Phase I and Westville Manor Phase II.

Additionally, the Authority has authorized or will authorize Glendower to assign its developer rights to an instrumentality of the Authority or an affiliate thereof. As developer, Glendower is responsible for obtaining all the revenues required to bring the project to fruition.

As part of the financing plan submitted under the CHFA’s 9% Tax Credit application, the Authority’s contribution is for a not to exceed amount of \$3,934,888. This resolution is seeking authorization for the commitment of not to exceed \$3,934,888 for the purpose of the submission of the 9% Tax Credit application, that is due January 17, 2024. The draft budget is attached hereto as **Exhibit A**. If awarded this application will leverage \$10,798,920 in LIHTC equity and \$15,684,199 in other funding.

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 MTW Funds commitment in the amount of **\$3,934,888** or the purpose of the submission of the 9% Tax Credit application, that is due January 17, 2024.

**FISCAL IMPACT: \$3,934,888** from **MTW Block Grant** funds available.

**STAFF: Yadira Vargas, Glendower Project Manager**

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

**RESOLUTION #12-99/23-R**

**RESOLUTION AUTHORIZING THE USE OF MTW BLOCK GRANT FUNDS IN THE AMOUNT NOT TO EXCEED \$XXX FOR THE SUBMISSION OF AN APPLICATION TO THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING AND THE CONNECTICUT HOUSING FINANCE AUTHORITY FOR A NINE PERCENT LOW INCOME HOUSING TAX CREDIT (LIHTC) APPLICATION FOR THE WESTVILLE MANOR PHASE I REDEVELOPMENT PROJECT**

WHEREAS, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) determined a need for **services**; and

WHEREAS, the Authority executed a Memorandum of Agreement with its instrumentality, The Glendower Group, Inc. (“Glendower”), to carry out the redevelopment of Westville Manor. To maximize the availability of non-MTW funding, the redevelopment of Westville Manor will be completed in two phases, Westville Manor Phase I and Westville Manor Phase II; and

WHEREAS, additionally, the Authority has authorized or will authorize Glendower to assign its developer rights to an instrumentality of the Authority or an affiliate thereof. As developer, Glendower is responsible for obtaining all the revenues required to bring the project to fruition submitted the lowest responsible bid in the amount of **\$0.00** for a period of **1** with **Four** option(s) to renew; and

WHEREAS, as part of the financing plan submitted under the CHFA’s 9% Tax Credit application, the Authority’s contribution is for a not to exceed amount of \$3,934,888. This resolution is seeking authorization for the commitment of not to exceed \$3,934,888 for the purpose of the submission of the 9% Tax Credit application, that is due January 17, 2024. The draft budget is attached hereto as **Exhibit A**. If awarded this application will leverage \$10,798,920 in LIHTC equity and \$15,684,199 in other funding; 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. ECC/ HANH staff is recommending that the Board of Commissioners approve MTW Funds commitment in the amount of **\$3,934,888** for the purpose of the submission of the 9% Tax Credit application, that is due January 17, 2024.



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 **December 19, 2023**.

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

\_\_\_\_\_  
Date

REVIEWED:

**McCarter & English, LLP General Counsel**

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

**Rolan J. Young, Esq**  
A Partner

COMMUNITY:

Westville Manor Phase 1

DATE: 12/8/2023

SUMMARY OF SOURCES AND USES:						
SOURCES	Program	Source	Int Rate/Pricing	Term/Amort	PER UNIT	TOTALS
<b>PERMANENT HARD DEBT</b>						
1st Mortgage Loan			6.09%	40 & 40	110,410	5,520,492
Other Hard Debt			0.00%			
<b>EQUITY</b>						
Federal LIHTC	9%		0.90	41%	215,978	10,798,920
Federal LIHTC	4%		NA			-
GP Equity					-	-
Other Equity						
<b>SOFT DEBT</b>						
Seller Note						
MTW Loan					78,697.76	3,934,888
State Capital Funding	DECD BROWNFIELDS				-	-
State Capital Funding	DOH LOAN		-		80,000.00	4,000,000
State HTCC					-	-
City Capital Funding					20,000	1,000,000
City Capital Funding						
FHLB AHP Program					-	-
DEFERRED DEVELOPMENT FEE					24,576.38	1,228,819
<b>GAP/(SURPLUS)</b>						-
<b>TOTAL SOURCES</b>					<b>529,662</b>	<b>26,483,119</b>
<b>USES</b>						
			PCT OF TOTAL		PER UNIT	TOTALS
<b>ACQUISITION</b>			0%		0	2
Construction Contract					369,259	18,462,949
Hard Cost Contingency					21,333	1,066,626
WC Escrow HUD Required						110,410
Off Site					-	-
Demolition & Building Clean up					-	-
Utility Fees and Inspections					1,905	95,264
<b>HARD COSTS</b>			75%		394,705	19,735,249
Architect/Engineer					25,704	1,285,199
Surveys					416	20,800
Environmental					1,800	90,000
Soil Borings & Analysis					-	-
Other: Energy Star						
PHA Admin Fee						163,478
<b>DESIGN FEES</b>			6%		27,920	1,559,477
Construction Interest					14,527	726,358
Bridge/Construction Loan Fees					1,000	50,000
Bond Fees					-	-
Lender (Lument) Fees					2,180	109,007
Credit Enhancement (FHA) Fees					1,435	71,766
Credit Enhancement Fees HUD Costs						
Tax Credit Fees					3,025	151,250
Other:					-	-
Other:					-	-
<b>FINANCE FEES &amp; CHARGES</b>			4%		22,168	1,108,381
Appraisal					-	-
Market Studies					596	29,814
Legal (Owner)					7,900	395,000
Cost Cert/Accounting					749	37,440
Real Estate Taxes					-	-
Property Insurance					2,200	110,000
Title & Recording					2,700	135,000
Relocation					2,190	109,500
Lease Up/Marketing					350	17,500
Furnishings					1,000	50,000
Other: Commercial Uses					-	-
Other HUD FEES:					-	-
Soft Cost Contingency					3,328	166,383
<b>OTHER SOFT COSTS</b>			4%		21,013	1,050,637
<b>SUBTOTAL: ALL SOFT COSTS</b>			14%		74,370	3,718,495
Operating Reserve					9,228	461,401
Operating Reserve required by HUD						
HAP Reserve					-	-
Working Capital					2,208	110,410
PHA Working Capital					-	-
Affordability (ACC) Reserve					-	-
SLUSH MARCIE SURPLUS					-	-
<b>RESERVES AND ESCROWS</b>			2%		11,436	571,811
<b>SUBTOTAL:</b>					480,511	24,025,557
<b>DEVELOPERS FEES</b>			9%		49,151	2,457,562
<b>TOTAL DEVELOPMENT (PARTNERSHIP) COSTS</b>			100%		529,662	26,483,119

## MEMORANDUM

**To: Board of Commissioners**

**From: Karen DuBois-Walton, Ph.D., Executive Director**

**Date: December 19, 2023**

**RE: RESOLUTION AUTHORIZING AN EXTENSION TO THE EXCLUSIVE OPTION AGREEMENT BETWEEN THE AUTHORITY D/B/A ELM CITY COMMUNITIES (“ECC”) AND WESTVILLE MANOR RAD I, LLC, (“LESSEE”) TO GROUND LEASE WESTVILLE MANOR PHASE I (“PROPERTY”) FOR THE PERIOD COMMENCING DECEMBER 30, 2023 TO DECEMBER 31, 2026**

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 12-100/23-R

**TIMING:** **Immediately**

**DISCUSSION:**

The Housing Authority of the City of New Haven (the "Authority") determined that is in the best interest of the Authority to redevelop the housing complex commonly known as Westville Manor. The Authority has included Westville Manor as a redevelopment initiative in its Moving to Work Annual Plan. The Authority desires to redevelop Westville Manor in two (2) on-site phases which the Authority identifies as Westville Phase I, and Westville Phase II. Westville Phase I will consist of up to 50 residential rental housing units (the "Development") and will be located on that certain portion of Westville Manor as depicted on Schedule A attached hereto and incorporated herein by this reference (the "Westville Phase I Property").

The Authority has applied to receive a Rental Assistance Demonstration ("RAD") grant from HUD to the Westville Manor Property to convert up to 40 residential rental housing RAD Program units. The Glendower Group, Inc. ("Glendower") is applying for various Federal, State and private funding opportunities including but not limited to funding from the State Department of Housing, and Low-Income Housing Tax Credits ("LIHTC") from the Connecticut Housing Finance Authority in order to fully fund the redevelopment efforts.

Westville Manor RAD I, LLC LIHTC will include the construction of 50 new units on locations from which residents were relocated to Rockview Phase 2.

Resolution number 12-98/21-R authorize an Option Agreement between the authority d/b/a Elm City Communities (“ECC”) and Westville Manor RAD I LLC for a time commencing December 30, 2021 to December 31, 2023, to allow for Westville Manor RAD I, LLC (an affiliate of Glendower) to complete the submission of funding applications

ECC/HANH now seeks to amend the existing contract for the following: **to extend the option agreement time commencing December 30, 2023 to December 31, 2026 attached hereto as Exhibit A, to allow for Westville Manor RAD I, LLC (an affiliate of Glendower) to complete the submission of funding applications.**

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 extension # 1 to the Option Agreement with ECC and Westville Manor RAD I, LLC for an additional period of **December 30, 2023, to December 31, 2026.**

FISCAL IMPACT: Additional **\$0.00**

STAFF: **Yadira Vargas, Glendower Project Manager**

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

**RESOLUTION # 12-XX/23-R**

**RESOLUTION AUTHORIZING AN EXTENSION TO THE EXCLUSIVE OPTION AGREEMENT BETWEEN THE AUTHORITY D/B/A ELM CITY COMMUNITIES (“ECC”) AND WESTVILLE MANOR RAD I, LLC, (“LESSEE”) TO GROUND LEASE WESTVILLE MANOR PHASE I (“PROPERTY) FOR THE PERIOD COMMENCING DECEMBER 30, 2023 TO DECEMBER 31, 2026**

WHEREAS; resolution number 12-98/21-R authorize an Option Agreement between the authority d/b/a Elm City Communities (“ECC”) and Westville Manor RAD I LLC for a time commencing December 30, 2021 to December 31, 2023, to allow for Westville Manor RAD I, LLC (an affiliate of Glendower) to complete the submission of funding applications; and

WHEREAS, ECC/HANH now seeks to amend the existing contract for the following: **to extend the option agreement time commencing December 30, 2023 to December 31, 2026 attached hereto as Exhibit A, to allow for Westville Manor RAD I, LLC (an affiliate of Glendower) to complete the submission of funding applications;** and

WHEREAS, Westville Manor RAD I, LLC LIHTC will include the construction of 50 new units on locations from which residents were relocated to Rockview Phase 2; 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.

WHEREAS,

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

1. ECC/HANH staff is recommending that the Board of Commissioners approve extension # 1 to the Option Agreement with ECC and Westville Manor RAD I, LLC for an additional period of **December 30, 2023, to December 31, 2026.**
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 **December 19, 2023**.

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

\_\_\_\_\_  
Date

REVIEWED:  
**McCarter & English, LLP General Counsel**

GENERAL COUNSEL  
By: \_\_\_\_\_  
**Rolan J. Young**

**EXCLUSIVE OPTION TO GROUND LEASE REAL PROPERTY  
(Westville Manor Phase I 9%)**

This **OPTION TO GROUND LEASE REAL PROPERTY** (hereinafter referred to as the "Option Agreement"), is made as of the 30<sup>th</sup> day of December, 2021 by and between the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**, a public body corporate and politic with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 (the "Authority"), and **WESTVILLE MANOR RAD I, LLC**, a Connecticut limited liability company with an office located at 360 Orange Street, New Haven, Connecticut 06511 (the "Company"), its successors and assigns.

**WHEREAS**, the Authority is the owner of those certain parcels of land and all improvements thereon situated, lying and being in the City of New Haven, County of New Haven and State of Connecticut, located at 11 Level Street, and commonly known as Westville Manor (the "Property"); and

**WHEREAS**, the Authority desires to redevelop the Property, which, upon completion will include 50 redeveloped residential units and appurtenant community space (the "Development"); and

**WHEREAS**, the Authority applied to the United States Department of Housing and Urban Development ("HUD") to convert the Property to up to 40 Rental Assistance Demonstration Program units (the "RAD units"), which, if approved by HUD, will be constructed, owned, and operated by the Company or an instrumentality of the Authority or an affiliate of said instrumentality; and

**WHEREAS**, the Company will apply for, *inter alia*, low-income housing tax credits to, in part, fund the construction of the Development; and

**WHEREAS**, the Authority desires to grant to the Company, and the Company desires to receive the grant of, an exclusive option to ground lease the Property.

**NOW, THEREFORE**, in consideration of the payment to the Authority by the Company of the sum of the appraised value of the property (the "Option Payment"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the terms and conditions contained herein, the parties do hereby agree as follows:

1. ***Grant of Option.*** The Authority hereby grants to the Company and the Company hereby accepts the grant of, the exclusive right and option to ground lease the Property.
2. ***Agreement to Enter Ground Lease.*** The Authority and the Company shall enter into a ground lease agreement for the ground lease of the Property by the Authority to the Company (the "Agreement"). The Agreement will contain the terms set forth in Section 3 and which shall otherwise be agreed to by the Authority and the Company, subject to the approval of HUD and any and all third-party investors and lenders.

**3. Agreement Terms.** The Agreement shall contain the following terms and conditions:

A. Term. The term of the Agreement will be a ground lease of up to ninety-nine (99) years unless a longer term is required in connection with HUD's rental assistance demonstration program requirements for the Development ("Lease Term").

B. Rent. The rent shall be an amount equal to the appraised value of the property.

C. Additional Rent. All other amounts payable by Company to the Authority under the Ground Lease shall be deemed to be additional rent and shall be collectible as rent.

D. Ownership for Tax Purposes. For income tax purposes, the Company shall be deemed owner of the Development.

E. Operation of the Development. The Development shall no less than 104 RAD units suitable for occupancy by families. Rents will be structured to be affordable to a range of incomes that include public housing eligible households and will be operated in accordance with applicable laws and program requirements for the period required.

**4. Term of Option Agreement.** This Option Agreement shall expire on the earlier of: (i) the financial closing or December 31, 2023 (unless the parties otherwise agree to extend this date); (ii) failure to obtain financing to complete the Development; (iii) failure to obtain U.S. Department of Housing and Urban Development ("HUD") approval of the financing or failure to gain any other HUD approval required to carry out the activities contemplated hereunder by December 31, 2023, but with respect to (ii) and (iii) the Authority shall not conclude that these failures will have occurred prior to December 31, 2023.

**5. Operating Expenses and Taxes.** All operating expenses and real and personal property taxes used in connection with the Development or owned or leased by the Company, if any, accruing from and after the date of closing of the Ground Lease shall become the sole responsibility of the Company upon closing on the Ground Lease.

**6. Costs and Expenses.** All costs and expenses of title examination, and preparation and recording of the Ground Lease (other than for the Authority's own review of same), shall be paid by the Company.

**7. Possession.** Possession of the Property shall be delivered to the Company immediately at closing on the Ground Lease subject to the terms and conditions of the Ground Lease.

**8. Risk of Loss or Damage.** All risk of loss or damage to the Property by fire or other casualty shall remain with the Authority until closing on the Ground Lease.



**9. Notices.** All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Option Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

*If to Authority:*

Housing Authority of the City of New Haven  
360 Orange Street  
New Haven, CT 06511  
Attn: Karen DuBois-Walton, Executive Director

*With a copy to:*

McCarter & English, LLP  
CityPlace I,  
185 Asylum Street  
Hartford, CT 06103  
Attn: Rolan Joni Young, Esq.

*If to Company:*

Westville Manor RAD I LLC  
360 Orange Street  
New Haven, CT 06511  
Attn: Karen DuBois-Walton

*With a copy to:*

McCarter & English, LLP  
CityPlace I,  
185 Asylum Street  
Hartford, CT 06103  
Attn: Rolan Joni Young, Esq.

**10. Assignment.** This Option Agreement shall be assignable by Company to an affiliate or instrumentality of the Authority or the Company, without the prior written consent of the Authority. Except as provided hereinbefore, this Option Agreement may not be assigned by the Company except upon the prior written consent of the Authority.

**11. Counterparts.** This Option Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

**12. Interpretation and Governing Law.** This Option Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Option Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut.

13. **Severability.** If any portion of this Option Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Option Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Option Agreement.

14. **Parties Bound.** No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

15. **Modification of Option Agreement.** This Option Agreement may not be altered, modified, rescinded, or extended orally. This Option Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

16. **Conflict of Interest.** The Company has no conflict of interest and shall inform the Authority of any subsequent potential conflict of interest that would: (1) cause the Authority to violate its obligations under applicable regulations, its Annual Contributions Contract with HUD, or 24 C.F.R Part 85, or (2) impair Company's ability to effectuate orderly progress of the Redevelopment.

17. **Successors.** The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

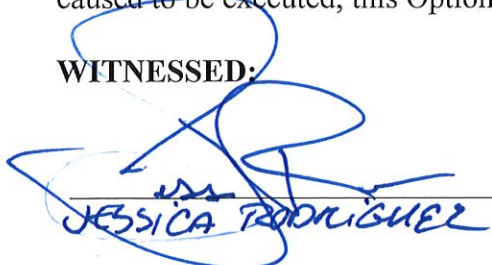
18. **Headings.** The headings in this Option Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Option Agreement or any of the obligations herein.

19. **Construction.** Whenever in this Option Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

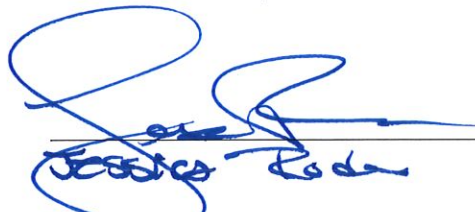
20. **Disclaimer.** The Option Agreement is made on an "as is" basis, and the Company expressly acknowledges that, in consideration of the agreements of the Authority set forth herein, except as otherwise specified herein or in the Ground Lease, the Authority MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. The Company acknowledges, warrants and represents to the Authority that no representations have been made by the Authority, its agents, or employees in order to induce the Company to enter into this transaction other than as expressly stated herein.


IN WITNESS WHEREOF, the Authority and Company have each duly executed, or caused to be executed, this Option Agreement as of the date first written below.

**WITNESSED:**

  
\_\_\_\_\_  
JESSICA RODRIGUEZ

  
\_\_\_\_\_  
Edward B. LoChancy

  
\_\_\_\_\_  
Jessica Rodriguez

  
\_\_\_\_\_  
Edward B. LoChancy

**AUTHORITY:**


HOUSING AUTHORITY OF THE  
CITY OF NEW HAVEN

By:   
\_\_\_\_\_  
Karen DuBois-Walton  
Executive Director

**COMPANY:**

Westville Manor RAD I LLC

By: Westville Manor RAD I Redevelopment  
Corporation, its managing member

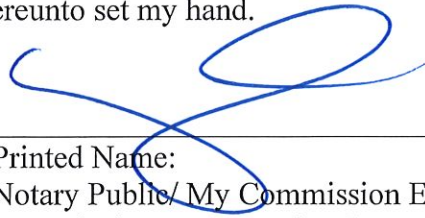
By:   
\_\_\_\_\_  
Karen DuBois-Walton  
Its President

STATE OF CONNECTICUT)  
)  
COUNTY OF NEW HAVEN)

ss. New Haven

On this the 20 day of December, 2021, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the Executive Director of the Housing Authority of the City of New Haven, a public body corporate and politic, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the Housing Authority of the City of New Haven, by signing the name of the Housing Authority of the City of New Haven by herself as Executive Director.

In witness whereof I hereunto set my hand.



Printed Name:  
Notary Public/ My Commission Expires:  
Commissioner of Superior Court

**YADIRA VARGAS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEPT. 30, 2023

STATE OF CONNECTICUT)  
)  
COUNTY OF NEW HAVEN)

ss. New Haven

On this the 20 day of December, 2021, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of Elm City Communities Westville Manor RAD I Redevelopment Corporation, managing member of Westville Manor RAD I LLC, a limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In witness whereof I hereunto set my hand.



Printed Name:  
Notary Public/ My Commission Expires:  
Commissioner of Superior Court

**YADIRA VARGAS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEPT. 30, 2023

## MEMORANDUM

**To: Board of Commissioners**

**From: Karen DuBois-Walton, Ph.D., Executive Director**

**Date: December 19, 2023**

**RE: RATIFYING, AUTHORIZING AND TO THE EXTENT NECESSARY, REAUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF PURCHASE AND SALE AGREEMENT, THE EXPENDITURE OF (I) ONE MILLION FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 16 EAST GRAND AVENUE AND 36 EAST GRAND AVENUE, NEW HAVEN, CONNECTICUT AND (II) UP TO TWENTY THOUSAND AND 00/100 DOLLARS FOR ASSUMED PERMIT COSTS FOR THE PROPERTY, AND THE NEGOTIATION, EXECUTION AND DELIVERY OF A COMMERCIAL LEASE FOR A PORTION OF THE PROPERTY**

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 12-101/23-R

**TIMING:** **Immediately**

**DISCUSSION:**

The Housing Authority of the City of New Haven/Elm City Communities ("ECC" or "HANH") is preparing a development plan for the development of the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut (the "Property"). The purchase and development of the Property will create additional affordable housing units in the City.

This resolution seeks authorization from the Board for the negotiation, execution and delivery of a Purchase and Sale Agreement in the amount of \$1,420,000.00 for the acquisition of the Property, upon such terms and conditions as set forth in the form attached hereto and incorporated herein as Exhibit A (the "PSA Agreement"), and upon such additional terms and conditions as determined by the President, in consultation with legal counsel to the Authority and the Chairman of the Board of Commissioners, to be in the best interests of HANH. The resolution authorizes the expenditure of \$1,420,000.00 for the purchase of the Property and the expenditure of up to \$20,000.00 to reimburse the property owner for certain permit expenses as set forth in the PSA Agreement.

In addition, the resolution authorizes HANH to enter into a commercial lease with the existing tenant of the Property, all as set forth in the PSA Agreement.

The obligations of HANH will be subject to the conditions set forth in the attached PSA Agreement, and specifically are subject to HANH's satisfactory completion of public hearings as required pursuant to Connecticut General Statutes Section 8-44.

ECC/ HANH staff is recommending that the Board of Commissioners approve The negotiation, execution and delivery of the PSA Agreement in the amount of **\$1,420,000.00** 00 for the purchase of the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut, upon terms and conditions as set forth in the PSA Agreement.

**FISCAL IMPACT:** \$1,420,000.00 for the purchase price and up to \$20,000.00 in permit fees

**STAFF:** **Shenae Draughn, Executive Vice President**

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

**RESOLUTION # 12-101/23-R**

**RATIFYING, AUTHORIZING AND TO THE EXTENT NECESSARY, REAUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF PURCHASE AND SALE AGREEMENT, THE EXPENDITURE OF (I) ONE MILLION FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 16 EAST GRAND AVENUE AND 36 EAST GRAND AVENUE, NEW HAVEN, CONNECTICUT AND (II) UP TO TWENTY THOUSAND AND 00/100 DOLLARS FOR ASSUMED PERMIT COSTS FOR THE PROPERTY, AND THE NEGOTIATION, EXECUTION AND DELIVERY OF A COMMERCIAL LEASE FOR A PORTION OF THE PROPERTY**

WHEREAS, the Housing Authority of the City of New Haven/Elm City Communities ("ECC" or "HANH") is preparing a development plan for the development of the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut (the "Property"); and

WHEREAS, the purchase and development will create additional affordable housing units in the City; and

WHEREAS, this resolution seeks authorization from the Board for the negotiation, execution and delivery of a Purchase and Sale Agreement in the amount of \$1,420,000.00 for the acquisition of the Property, upon such terms and conditions as set forth in the form attached hereto and incorporated herein as Exhibit A (the "PSA Agreement"), and upon such additional terms and conditions as determined by the President, in consultation with legal counsel to the Authority and the Chairman of the Board of Commissioners, to be in the best interests of HANH; and

WHEREAS, this resolution authorizes the expenditure of \$1,420,000.00 for the purchase of the Property and up to \$20,000.00 to reimburse the property owner for certain permit expenses; and

WHEREAS, this resolution authorizes HANH to negotiate, execute and deliver a commercial lease with the existing tenant of the Property, all as set forth in the PSA Agreement.

WHEREAS, the obligations of HANH will be subject to the conditions set forth in the attached PSA Agreement, and specifically are subject to HANH's satisfactory completion of public hearings as required pursuant to Connecticut General Statutes Section 8-44.

**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 the PSA Agreement attached hereto as Exhibit A in connection with the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut, be and hereby is ratified, authorized and, to the extent necessary, reauthorized; and
- 2) The negotiation, execution and delivery of the PSA Agreement in the amount of \$1,420,000.00 for the purchase of the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut, upon terms and conditions as set forth in the PSA Agreement, and upon such additional terms and conditions as the President, in consultation with legal counsel to HANH and the Chairman of the Board of Commissioners determines to be in the best interests of HANH, including the expenditure of \$1,420,000.00 in connection therewith, the expenditure of up to \$20,000.00 for the reimbursement of permit expenses as set forth in the PSA Agreement, the payment of the Deposit in the amounts set forth in and in accordance with the terms of the PSA Agreement, with the purchase of the Property being subject to the conduct by HANH of satisfactory public hearings pursuant to Connecticut General Statutes 8-44; and
- 3) The negotiation, execution and delivery of a commercial lease with the existing tenant for the lease of 36 East Grand Avenue, New Haven, Connecticut, upon terms and conditions as set forth in the PSA Agreement, and upon such additional terms and conditions as the President, in consultation with legal counsel to HANH and the Chairman of the Board of Commissioners determines to be in the best interests of HANH; and
- 4) The President be and hereby is authorized, empowered and directed to execute and deliver the PSA Agreement for the real property located at 16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut, in the amount of \$1,420,000.00 and to enter into a commercial lease covering 36 East Grand Avenue, New Haven, Connecticut, all as aforesaid, and to expend the amounts of \$1,420,000.00 for the purchase price and up to \$20,000.00 for assumed permit costs, plus costs ancillary to such purchase in the usual and normal course, all in connection therewith; and
- 5) The President be and is hereby authorized, empowered and directed to take any and all such action and execute such documents as necessary to effectuate the terms and conditions of this Resolution, and to take any and all necessary action ancillary and related thereto.
- 6) 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 **December 19, 2023**.

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

\_\_\_\_\_  
Date

REVIEWED:  
**McCarter & English, LLP General Counsel**  
By: \_\_\_\_\_  
**Rolan J. Young, Esq**  
A Partner

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement"), is made as of this 28 day of November, 2023 by and between **PUTNAM COVE LLC ("Putnam") and CMY REALTY LLC ("CMY")**, each, a Connecticut limited liability company with a principal place of business located at 94 Clement Road, Newton, Massachusetts 02458 (collectively hereinafter referred to as "Seller"), and the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 (hereinafter referred to as "Buyer");

### WITNESSETH:

**WHEREAS**, Putnam and CMY is each the owner of that certain parcel of land with improvements located thereon identified as **16 East Grand Avenue and 36 East Grand Avenue, New Haven, Connecticut**, respectively, as more particularly described in Schedule A attached hereto and incorporated herein by this reference (the "Premises"); and

**WHEREAS**, Putnam and CMY are related single purpose entities under common control and ownership; and

**WHEREAS**, Seller has agreed to sell, and Buyer has agreed to purchase the Premises; and

**WHEREAS**, Buyer and Seller do each desire to set forth the terms and conditions pursuant to which Buyer will purchase and Seller shall sell the Premises, each to the other.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller do hereby agree as follows:

### ARTICLE I. CLOSING AND POSSESSION

1.01. Closing Date. The Closing Date shall be on the later to occur of thirty (30) days from the expiration of the Due Diligence Period or the Extended Due Diligence Period, as the case may be, or January 31, 2024 (the "Closing Date").

1.02. Closing Place. Closing shall take place in escrow via overnight courier and wire through First American Title Insurance Company ("Escrow Agent").

1.03. Possession. Possession of the Premises shall be delivered to Buyer on the Closing Date in substantially the same condition as existed on the date hereof, subject to normal wear and tear and effects of the elements. In the event that Seller, using good faith efforts and diligent pursuit of available legal remedies, is unable to deliver possession of the Premises in accordance with the terms and conditions of this Section 1.03., Seller shall return to Buyer the Deposit (as defined in Article 2.02 herein below) and Buyer's remedies shall be limited thereto. Buyer shall have the right to accept such possession of the Premises as Seller can deliver and to pay therefore

the Purchase Price without deduction. Seller shall ensure that buildings, if any, on the Premises are insured as at present from the date hereof to the earlier of the date of the termination of this Agreement or Seller's delivery of possession of the Premises to Buyer in accordance with the terms hereof. Seller shall provide Buyer with evidence of such insurance on written request of Buyer. Any proceeds of insurance shall, except to the extent that they are used to repair the buildings, be accounted for at the closing and credited against the Purchase Price, and any insurance claims outstanding at the time of closing shall be assigned to Buyer.

1.04. Seller's Deliveries in Escrow. As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

- (i) Deed. The Deed (as defined below);
- (ii) Bill of Sale. A Bill of Sale in the form of **Schedule B** attached hereto (the "Bill of Sale") executed by Seller, vesting in Buyer, with full warranty, Seller's right, title and interest in and to the "Personal Property" described in such Bill of Sale;
- (iii) Conveyancing or Transfer Tax Forms or Returns. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Premises, together with checks for the payment of the assessments shown on said forms or returns;
- (iv) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller;
- (v) Negative Declaration. A negative declaration affidavit stating that the Premises are not an "establishment" as defined in Connecticut General Statutes Section 22a-134 et seq. or, if the Premises are an "establishment," a certification to the State of Connecticut as required by Connecticut General Statutes Section 22a-134 et seq., with Seller executing the same as the certifying party.
- (vi) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;
- (vii) Title Affidavit. A standard owner's affidavit for the benefit of the title insurance company concerning tenants in possession and labor and materials provided to the Premises by Seller, updating any survey and affirming that Seller is not a foreign person pursuant to IRC Section 1445, together with any other affidavit reasonably requested by Buyer's title insurance company as to facts within Seller's knowledge; and
- (viii) Additional Documents. Such additional documents that Buyer, Escrow Agent or Buyer's title insurance company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new

or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

## ARTICLE II. PURCHASE PRICE

2.01. Purchase Price. The purchase price (the "Purchase Price") for the property is a total of ONE MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 (\$1,420,000.00) DOLLARS.

2.02. Terms of Payment. The Purchase Price shall be paid as follows:

- |   |  |
|---|--|
| a. \$14,190.00  | By Buyer's check for the deposit (the "Initial Deposit") on the date of authorization of this Agreement by the Board of Commissioners of Buyer, which Initial Deposit shall be deposited with First American Title Insurance Company as escrow agent ("Escrow Agent"), shall be credited against the Purchase Price at Closing, and shall be refundable to Buyer in accordance with the terms of this Agreement;   |
| b. \$127,810.00   | By Buyer's check for the additional deposit (the "Additional Deposit" and, with the Initial Deposit, the "Deposit") upon the completion of the Due Diligence Period or the Extended Due Diligence Period, as the case may be, after Buyer's election to proceed with Closing, which shall be deposited with Escrow Agent and which shall be credited against the Purchase Price at Closing, and shall be refundable to Buyer in accordance with the terms of this Agreement; and |
| c. Balance (\$1,420,000.00, less total payments made under clauses a and b above, and further subject to adjustment at Closing in accordance with the provisions of this Agreement) | By wire transfer to an account designated by Escrow Agent.   |

### ARTICLE III. TITLE AND EMINENT DOMAIN

3.01. Title and Deed. Fee simple title to the Premises shall be conveyed by a good and sufficient warranty deed (the "Deed") executed by Seller and running to Buyer or a nominee designated by Buyer by written notice to Seller at least seven (7) days before the Deed is to be delivered as herein provided. The Deed shall convey record and marketable title to the Premises, free and clear of all liens, judgements, encroachments, easements, federal tax liens, state tax liens, mechanics liens, whether inchoate or perfected, including but not limited to encroachments and rights or claimed rights of third parties, or other similar encumbrances or restrictions on the use of the Premises, except:

- a. provisions of existing building and zoning laws;
- b. such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and
- c. those matters listed on Schedule C attached hereto, and made a part hereof, and insurable by a title company selected by Buyer.

3.01.1 Indemnification with respect to Inchoate Matters. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims by third parties with respect to the rights such parties may have or may have had to purchase the Premises, and any and all costs, including attorneys' fees, which might be incurred by Buyer to defend against the same.

3.02. Extension. If Seller shall be unable to give title or to make conveyance as stipulated in Article 3.01., or to deliver possession to the Premises as stipulated in Article 1.03., or if at the time of the delivery of the deed the Premises do not conform with the provisions of Article 1.03., the time for performance shall be extended for a period of thirty (30) days in order for Seller to remove any defects in title, or to deliver possession hereof, or to make the Premises conform to the provisions herein. If Seller is diligently working on remediating a defect set forth in this Article 3.02 but cannot complete same within said thirty (30) day period, or if said defect is of a nature such that same cannot be remediated within thirty (30) days, then the time for performance shall be extended for an additional period of thirty (30) days in order for Seller to remove said defect.

3.03. Buyer's Right to Cure. If Seller cannot remediate a defect of title within the time frames set forth in Article 3.02, Buyer shall have the right, but not the obligation, to cure any defects of title which can be cured by the payment of money, provided, however, that any amounts expended by Buyer pursuant to and in accordance with this Article 3.03. shall be credited against the Purchase Price payable by Buyer to Seller at closing.

3.04. Failure to Perfect Title. If Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, Buyer, at Buyer's option, upon notice to Seller, may terminate the Agreement and then the Deposit made under the Agreement shall be refunded to Buyer, whereupon the parties shall be

released of all obligations to each other, provided, however, that if said defect was created by or consented to by the Seller after the date hereof, or if such defect is an inchoate federal tax, state tax, mechanics or other inchoate instrument, Buyer shall be entitled, and Seller hereby agrees and consents to the specific performance of Seller's cure obligation, and provided further, that if Seller fails or is unable to so specifically perform its cure obligation, Buyer shall be entitled to the return of the Deposit made hereunder, and shall be entitled to seek any and all equitable and/or legal damages and remedies available.

3.05. Buyer Election to Accept Title. Buyer shall have the right to accept such title as Seller can deliver to the Premises or accept the Premises in their then condition and to pay therefor the Purchase Price without deduction.

3.06. Acceptance of Deed. The acceptance of a deed by Buyer or its nominee, as the case may be, shall be deemed to be a performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof to be performed after the delivery of said deed.

3.07. Title Defects. For the purposes of this Article III, only those matters recognized as such under the Standards of Title of the Connecticut Bar Association in force on the date of this Agreement shall be deemed title defects for the purposes of this Agreement.

#### **ARTICLE IV. ADJUSTMENTS**

4.01. Apportionment. Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, security deposits, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied (and adjusted to accommodate items such as tax exemptions and abatements that would require the apportionment to be done on something other than a proportional basis). All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Parcel is located. Any errors or omissions in computing apportionment or other adjustments at the Closing shall be corrected within a reasonable time following the Closing. The preceding sentence shall survive the Closing.

4.02. Adjustment of Unassessed and Abated Taxes. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year, with reapportionment between Buyer and Seller as soon as the new tax and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement be less than the amount adjusted for at Closing or more than the amount adjusted for at Closing, (and in the case of an abatement, less the reasonable cost of obtaining the same), then the amount of the increase or decrease shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

4.03. Permit Expense; Adjustments. In addition to other adjustments set forth in this Agreement, the Buyer shall be responsible for reimbursing Seller for fees paid or to be paid by Seller to the issuing agency of those certain permits (the "Permits") listed and described on **Schedule D** of this Agreement in connection with the Premises: provided, however, that (a) Seller provides evidence to Buyer that all such fees and costs for the issuance of such Permits have been paid in full, (b) Buyer determines that such Permits are assignable or transferrable to and may be assumed by Buyer, and (c) Seller executes and delivers to Buyer an assignment or transfer, as applicable, of such Permits, such assignment to be in form and substance acceptable to Buyer, in Buyer's commercially reasonable discretion, and in compliance with law.

## **ARTICLE V. CONDITIONS PRECEDENT**

5.01. Conditions Precedent to Buyer's Obligations. The obligations of Buyer to purchase and pay for the Premises are subject to the satisfaction, or the waiver of any or all thereof, by Buyer prior to or on the Closing Date of the following:

- a. no action or proceeding shall have been instituted which would enjoin, restrain, or prohibit the purchase and sale contemplated herein; and
- b. all of the agreements and conditions to be performed or observed by Seller on or before the Closing Date pursuant to the terms hereof shall have been performed or observed;
- c. prior to Closing, Putnam and CMY shall transfer their respective interests in the Premises to a limited liability company (the "Land Entity") and the Land Entity shall then transfer the Premises to Buyer pursuant to the terms of this Agreement;
- d. at Closing, the Tenant shall enter into a new lease with Buyer (the "New Lease"). The New Lease shall be upon terms and conditions acceptable to Buyer and shall be negotiated prior to closing, with Tenant's signature pages held in escrow pending the Closing;
- e. Seller shall deliver an estoppel from the Tenant with respect to Tenant's occupancy of the Premises (the "Estoppel Certificate"). Seller shall use commercially reasonable efforts to obtain and deliver to Buyer the Estoppel Certificate as herein required. The Estoppel Certificate shall be for the benefit of Buyer, shall be dated no more than thirty (30) days prior to the Closing Date and shall be in a form and upon terms and conditions acceptable to Buyer; and
- f. This Agreement shall have been authorized by the Board of Commissioners of Buyer, in its sole and absolute discretion, and (a) after completion of a public hearing (the "Public Hearing") in satisfaction of the requirements set forth in Connecticut General Statutes Section 8-44, (b) the satisfaction of the Board of Commissioners with the results of the Public Hearing, in their sole and absolute discretion, and (c) no appeal of the decision of the Board of Commissioners with respect to the Public Hearing shall have been taken.

5.02. Conditions Precedent to Seller's Obligations. The obligations of Seller to sell the Premises shall be subject to the satisfaction, or the waiver of any or all thereof, by Seller prior to or on the Closing Date of the following:

- a. no action or proceeding shall have been instituted which would enjoin, restrain, or prohibit the purchase and sale contemplated herein; and
- b. all of the agreements and conditions to be performed or observed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been performed or observed.

5.03. Due Diligence and Inspection.

a. Due Diligence Period. Seller gives Buyer and its agents, employees and designees the right, for a period of sixty (60) days from the effective date of this Agreement (the "Due Diligence Period"), to enter upon the Premises, at reasonable times so as not to unreasonably interfere with Seller's use and enjoyment of the Premises, and to perform any tests necessary and incidental to Buyer's contemplated use of the Premises, including but not limited to environmental tests and studies, test borings and a survey, provided, however, that to the extent that said tests damage or otherwise materially alter the condition of the Premises, Buyer shall, at Buyer's expense, restore the Premises to its condition as of the date of execution hereof.

b. Extended Due Diligence Period. In the event that Buyer determines that further environmental site assessment is required, Buyer shall have the right to extend the Due Diligence Period for an additional thirty (30) days (the "Extended Due Diligence Period"), upon written notice to Seller prior to the expiration of the Due Diligence Period..

c. Survival; Indemnification. The provisions of the immediately preceding subparagraph a and this subparagraph c shall survive the expiration or other termination of this Agreement. Buyer does hereby indemnify and hold Seller harmless for any and all claims, suits, loss or damages which may arise because of such entry. In the event Buyer determines that the Premises is not suitable for Buyer's intended purpose, Buyer shall have the right to terminate this Agreement, and the Deposit shall be returned to the Buyer, and each party shall be released of all liability each to the other.

d. All costs of all such inspections and investigations shall be the exclusive responsibility of the Buyer.

5.04. Examination of Title. Buyer shall have thirty (30) business days from the effective date hereof to obtain a title report and commitment with respect to the Premises, and to provide Seller with written notice of any objections to such title. Seller shall, within five (5) days of the receipt of such notice of title objections, notify Buyer in writing of the manner in which it will address such title objections. If Buyer is not satisfied with the manner in which Seller will address such title objections, Buyer shall have the right to terminate this Agreement and Seller shall immediately return the Deposit without deduction, to Seller.



## ARTICLE VI. DISCLOSURE AND COVENANTS

6.01. Seller's Disclosures and Covenants. Seller represents, warrants, and covenants to Buyer as follows:

- a. Seller has good, clear record and marketable title to the Premises, free and clear of all liens, restrictions and encumbrances, including but not limited to encroachments and rights or claimed rights of third parties, other than those listed on Schedule C attached hereto and made a part hereof and as would be disclosed by an accurate survey of the Premises;
- b. Seller has full right and is duly authorized to enter into this Agreement;
- c. Seller is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Article 1445, its United States Employer Identification Numbers or Taxpayer Identification Number is 82-1629785 and it will execute and deliver to Buyer at Closing an affidavit or certification in compliance with IRC, Article 1445(b)(2) and the applicable regulations thereunder;
- d. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Premises, lawsuits by adjoining landowners or others, or rezoning proceedings affecting the Premises, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;
- e. Seller has not received any notice from any governmental authorities asserting that the Premises are not in compliance with any applicable laws, ordinances, regulations, statutes and/or rules, including, but not limited to zoning, lead or lead-based paint, health, pollution or waste disposal codes or regulations, arising out of the use and occupancy of the Premises;
- f. Seller has not filed or been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws for composition of indebtedness or for the reorganization of debtors;
- g. No operations have occurred on the Premises that render the Premises an "establishment," as defined in the Connecticut Transfer Act, Connecticut General Statutes Section 22a-134, et seq. Specifically, using the definitions of terms as provided for in the Connecticut Transfer Act, to the best of Seller's knowledge, (A) at no time on or after November 19, 1980, was there generated more than one hundred kilograms of hazardous waste in any one month on the Premises, except as the result of remediation of polluted soil, groundwater or sediment, (B) hazardous waste generated at a different location has not been recycled, reclaimed, reused, stored, handled, treated, transported or disposed of on the

Premises, (C) the process of dry cleaning was not conducted on the Premises on or after May 1, 1967, (D) furniture stripping was not conducted on the Premises on or after May 1, 1967, and (E) a vehicle body repair facility was not located on the Premises on or after May 1, 1967; and

- h. The Premises are subject to an oral lease and are currently occupied by Ziggy's Family Pizza ("Tenant") on the terms and conditions attached hereto as **Schedule E** attached hereto (the "Oral Lease"). Other than Oral Lease with Tenant, the Premises are not subject to any other lease(s), whether written or oral, to any other tenant(s) and are currently unoccupied. Seller shall cooperate with Buyer to provide any reasonable documentation needed to terminate the Oral Lease, if necessary.

6.02 Buyer's Disclosures. Buyer represents and warrants to Seller that other than obtaining the authorization required per the terms of Article 5.01(c) hereof:

- a. Buyer has full right and is duly authorized to enter into this Agreement; and
- b. Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or requires Buyer to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Buyer.

6.03. Broker. Buyer and Seller each represent and warrant to the other that neither has dealt with or employed a real estate broker or agent in connection with the transaction contemplated hereby, and each of Buyer and Seller covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the alleged employment or use by the indemnifying party of any real estate broker or agent other than those with whom each party has herein represented it has dealt.

6.04. Environmental. In the event that Buyer's inspection of the Premises reveals that hazardous waste, asbestos or asbestos containing materials, lead or lead-based paint that was explicitly known by Seller and not disclosed to Buyer, is present on the Premises, Buyer, in its sole discretion, may terminate this Agreement and Seller shall return the Deposit to Buyer and the parties hereto shall be released and discharged from all further claims against each other and from all further obligations to each other.

6.05. Surviving the Closing. The provisions of Article 6.01. and Article 6.03. shall survive the Closing.

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## ARTICLE VII. REMEDIES

7.01. Buyer's Default. Notwithstanding anything to the contrary contained herein, if Buyer shall, for any reason, default under any of its obligations in this Agreement (whether prior to or subsequent to the designation of a Closing Date by Buyer), the Deposit shall constitute Seller's full and complete liquidated damages, Seller shall have no further remedy at law or in equity for any default by Buyer hereunder, and the parties shall have no further obligation to each other hereunder.

7.02. Seller's Default. Except as provided in Section 3.04. hereof, if Seller shall default in the performance of any of its obligations hereunder, whether prior to or subsequent to the designation of a Closing Date by Buyer, Buyer shall have a lien for the Deposit and Buyer shall be allowed to pursue all remedies available to Buyer at law or in equity, including specific performance.

7.03. Condemnation. In the event of any taking of the Premises prior to the closing of the transaction contemplated herein, Buyer, in its sole discretion, shall have the right to (i) terminate this Agreement, in which event Seller shall return to Buyer the Deposit, or (ii) pay to Seller the Purchase Price in accordance with the terms and conditions contained herein, and take title which may remain plus any and all awards paid or payable on account of such taking.

## ARTICLE VIII. MISCELLANEOUS

8.01. Legal Fees and Expenses. If any legal proceedings are brought in any court by either party regarding this Agreement, the prevailing party shall receive its reasonable attorney's fees (as so determined by the court in which such proceedings are brought) relating to such proceeding.

8.02. Commercial Transaction. The parties hereto acknowledge that this is a commercial transaction and both Seller and Buyer hereby waive any claim they may have to trial by jury concerning any dispute that may arise between the parties related to this Agreement.

8.03. Assignment. The benefits of this Agreement may be assigned and reassigned by Buyer, and in the event of any assignment or reassignment thereof, the term "Buyer" shall be construed to mean the then holder of Buyer's rights hereunder. Title to the Premises shall be conveyed to Buyer, or to the nominee designated by Buyer by written notice to Seller at least three (3) days before the Deed is to be delivered as provided herein. Except as aforesaid, all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8.04. Notices. All notices, requests or demands to or upon a party to this Agreement shall be given or made by the other party hereto in writing and shall be deemed given upon (i) personal delivery or (ii) by depositing with a reputable overnight delivery service, to their respected addresses as set forth below:

If to Buyer:

Housing Authority of the City of New Haven  
360 Orange Street  
New Haven, Connecticut 06511  
Attn: President

With a copy to:

Rolan Joni Young, Esq.  
McCarter & English, LLC  
CityPlace I, 185 Asylum Street  
Hartford, Connecticut 06103

If to Seller:

Putnam Cove LLC  
CMY Realty LLC  
94 Clement Road  
Newton, Massachusetts 02458  
Attn: Carl Youngman, Managing Member

With a copy to:

Steven Mednick, Esq.  
142 Temple Street, 2<sup>nd</sup> Floor  
New Haven, Connecticut 06510

8.05. Headings. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

8.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

8.07. Entire Agreement. This Agreement embodies the entire agreement of the parties with regards to the transaction herein contemplated, superseding all prior agreements whether oral or written. Any amendments hereto shall be in writing and executed by the parties hereto.

8.08. Effective Date. This Agreement shall be effective on the date a fully executed original is delivered by Seller to Buyer in accordance with the notice provisions hereof.

8.09. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. This Agreement may be signed electronically or by facsimile signatures, which signatures shall be sufficient evidence of an original for all purposes.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement this 22nd day of November, 2023.

WITNESSED:

Mary Sault

[Signature]

SELLER:

PUTNAM COVE LLC, a Connecticut limited liability company

By: Carl Youngman  
Name: Carl Youngman  
Title: Managing Member  
Duly Authorized


STATE OF MASSACHUSETTS)

COUNTY OF Suffolk ) ss. \_\_\_\_\_

On this the 22nd day of November, 2023, before me, the undersigned officer, personally appeared Carl Youngman, who acknowledged himself to be the Managing Member of PUTNAM COVE LLC, a Connecticut limited liability company, and he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of PUTNAM COVE LLC, by signing the name of PUTNAM COVE LLC by himself as Managing Member.

In witness whereof I hereunto set my hand.

Maureen Lessard  
Printed Name: Maureen Lessard  
Notary Public/ My Commission Expires: Sept. 11, 2026  
Commissioner of Superior Court

 **MAUREEN LESSARD**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 11, 2026

Maury Zambelli

CMY REALTY LLC, a Connecticut limited liability company

[Signature]


By: Carl Youngman  
Name: Carl Youngman  
Title: Managing Member  
Duly Authorized

STATE OF MASSACHUSETTS)  
COUNTY OF Suffolk ) ss. \_\_\_\_\_

On this the 22<sup>nd</sup> day of November, 2023, before me, the undersigned officer, personally appeared Carl Youngman, who acknowledged himself to be the Managing Member of CMY REALTY LLC, a Connecticut limited liability company, and he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of CMY REALTY LLC, by signing the name of CMY REALTY LLC by himself as Managing Member.

In witness whereof I hereunto set my hand.

Maureen Lessard  
Printed Name: Maureen Lessard  
Notary Public/ My Commission Expires: Sept. 11, 2026  
Commissioner of Superior Court

 **MAUREEN LESSARD**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 11, 2026

[PURCHASE AGREEMENT - SIGNATURE PAGE OF THE SELLER]



**SCHEDULE A**

**DESCRIPTION OF PREMISES**



***To All People To Whom These Presents Shall Come, Greeting:***

***Know Ye***, That PUTNAM COVE, LLC, a Connecticut limited liability company with an office at 16 East Grand Avenue, New Haven, Connecticut herein designated as the Releasor, for the consideration of **ONE DOLLAR and other valuable consideration, in all less than One Hundred Dollars** received to Releasor's full satisfaction from PUTNAM COVE, LLC, whose mailing address is 16 East Grand Avenue, New Haven, Connecticut, herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the Releasee and its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the Releasor has or ought to have in or to:

All those certain pieces or parcels of land previously known as Numbers **4, 12, 14 and 16 East Grand Avenue, New Haven, Connecticut**, to be merged into a single parcel, being bounded and described as set forth on Schedule A annexed hereto and being a part hereof.

Said merged parcel is shown on a map being filed contemporaneously herewith in the New Haven Town Clerk's Office entitled "Survey To Merge #4, 12, 14 & 16 East Grand Avenue Into One Lot for Putnam Cove, LLC Scale 1" = 20' Date August 6, 2015" by Kratzert Jones & Associates, Inc., P. O. Box 337, 1755 Meriden-Waterbury Road, Milldale, CT 06467-0337.

***To have and to hold*** the premises hereby remised, released and quit-claimed with all the appurtenances unto the Releasee and its successor and assigns forever, so that neither the Releasor nor the Releasor's, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

**SCHEDULE "A"**

All that certain piece or parcel of land with the buildings and improvements thereon situated in the City of New Haven, County of New Haven and State of Connecticut, know as No. 36 East Grand Avenue, bounded and described as follows:

**SOUTHWESTERLY:** By East Grand Avenue, 51 feet;

**SOUTHEASTERLY:** By North Quinnipiac Street, 106 feet;

**NORTHEASTERLY:** By land now or formerly of Mary S. Deming, et als., 64-1/2 feet;

**WESTERLY:** By land now or formerly of Mary S. Deming, 120 feet, by a line running from a point 21 feet east from the southeast corner of a long brick store, through a point 8 feet east from the rear corner of a building adjoining said brick store.

Together with a right of way, 15 feet in width, in common with others, through properties known as 686-688 Quinnipiac Avenue, No. 16-20 East Grand Avenue and No. 28-30 East Grand Avenue. A portion of said right of way was created by deeds from Joseph M. Moruzzi to The Missy, LLC., dated March 15, 2002 and recorded in Volume 6072 at Page 232, dated April 11, 2002 and recorded in Volume 6110 at Page 136, dated June 18, 2002 and recorded in Volume 6142 at Page 6 of the New Haven Land Records.

## SCHEDULE B

### BILL OF SALE

**THIS BILL OF SALE** (this “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between [PUTNAM COVE LLC/LAND WATER LAND LLC], a \_\_\_\_\_ limited liability company with a principal place of business located at 94 Clement Road, Newton, Massachusetts 02458 (“Assignor”) and the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 (“Assignee”).

#### RECITALS:

A. Assignee has this day acquired from Assignor certain interest in land, buildings and improvements more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. In connection with Assignee’s acquisition of the Property, Assignor shall convey its interest in certain personal property, as described below.

**NOW THEREFORE**, in consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell, assign, transfer and deliver to Assignee, without recourse, except for acts of the Assignor, the following (collectively, the “Personal Property”):

(a) All the right, title and interest of Assignor in and to all tangible personal property located on or about the Property or attached or appurtenant thereto or used in connection with the operation thereof and owned by Assignor.

(b) All the right, title and interest of Assignor in and to all those permits, licenses, certificates, approvals, authorizations, variances and consents (including any and all presently pending applications therefor but excluding any insurance policies) affecting the Property issued to Assignor or to its predecessors in interest in the Property, whether or not the same may presently be in full force and effect, all to the extent that Assignor may lawfully transfer the same to Assignee.

(c) All of Assignor’s right, title and interest in and to all unexpired warranties and guaranties affecting the Property and the Personal Property, all to the extent that Assignor may lawfully transfer the same to Assignee (it being agreed that nothing in this Section (c) shall be construed to affect Seller’s rights under such warranties and guaranties with respect to periods prior to the date hereof).

2. Assignor conveys and Assignee, by its acceptance thereof, accepts the Personal Property in its “AS IS WHERE IS” condition, WITH ALL FAULTS, if any, and Assignor makes no representations

or warranties of any kind or character, express or implied, either herein or otherwise, as to the Personal Property.

3. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed as of the date first above written.

Witnesses:

**[PUTNAM COVE LLC/LAND WATER LAND LLC]**, a \_\_\_\_\_ limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly authorized

**HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**, a public body corporate and politic

\_\_\_\_\_

By: \_\_\_\_\_  
Karen DuBois-Walton  
President  
Duly authorized

## SCHEDULE C

### PERMITTED ENCUMBRANCES

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises
2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of the Deed.

**SCHEDULE D**

**LIST OF PERMITS**

Connecticut Department of Energy & Environmental Protection Permit

**SCHEDULE E**

**ORAL LEASE TERMS AND CONDITIONS**

# Commercial Gross Lease

1. **Names.** This lease is made by Cmy Realty, Landlord, and Ziggy Family Pizza, LLC, Tenant.

2. **Premises Being Leased.** Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:

36 E Grand Ave New Haven Ct.

3. **Term of Lease.** This lease begins on May 1, 2023 and ends on Dec 31, 2023

4. **Rent.** Tenant will pay rent in advance on the 5 day of each month. Tenant's first rent payment will be on May 1 2023 in the amount of \$ 2400.-. Tenant will pay rent of \$ 2400.- per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: \_\_\_\_\_

## 5. Option to Extend Lease

First Option. Landlord grants Tenant the option to extend this lease for an additional 3 years. To exercise this option, Tenant must give Landlord written notice on or before Oct 1 2023. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: \_\_\_\_\_

new lease + terms will be negotiated.

Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for \_\_\_\_\_ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before \_\_\_\_\_. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: \_\_\_\_\_

6. **Security Deposit.** Tenant has deposited \$ — with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

## 7. Improvements by Landlord

Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. **Improvements by Tenant.** Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage



caused by attaching the items to or removing them from the premises.

**9. Tenant's Use of Premises.** Tenant will use the premises for the following business purposes:

Pizza Restaurant

Tenant may also use the premises for purposes reasonably related to the main use.

**10. Landlord's Representations.** Landlord represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

**11. Utilities and Services.** Landlord will pay for the following utilities and services:

- Water
- Electricity
- Gas
- Heat
- Air-Conditioning

All tenant Responsibility

Any items not checked will be the responsibility of Tenant.

**12. Maintenance and Repairs**

A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) ~~the plumbing, electrical, heating, ventilating, and air-conditioning systems.~~

Tenant B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

**13. Insurance**

A. Landlord will carry fire and extended coverage insurance on the building.

B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party and will be primary to any liability insurance maintained by landlord. The public liability coverage for personal injury will be in at least the following amounts:

- \$\_\_\_\_\_ per occurrence.
- \$\_\_\_\_\_ in any one year.

Tenant researching insurance quotes 3-25-23

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

**14. Taxes**

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

**15. Subletting and Assignment.** Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

## MEMORANDUM

**TO:** Board of Commissioners  
**DATE:** December 19, 2023  
**FROM:** Karen DuBois-Walton, Ph.D., President  
**RE:** Resolution Authorizing Approval of Moving To Work (MTW) Annual Report For FY 2023

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**ACTION:** Recommend that the Board of Commissioners adopt Resolution #12-102/23-R

**TIMING:** Immediately

**DISCUSSION:** ECC/HANH is requesting authorization to submit the FY2023 Moving to Work (MTW) Report to the U.S Department of Housing and Urban Development (HUD).

The Annual Report will provide the information necessary for HUD to assess ECC/HANH's activities in both regular activities and activities authorized by MTW, in the previous fiscal year.

The MTW Report was made available for Public Review and Comment for a period of 30 days, starting on November 1, 2023, to November 30, 2023, and a public hearing was held on November 28, 2023, at ECC/HANH. No public comments were received. Attached is a copy of ECC/HANH's MTW FY2023 annual report.

The Annual MTW Report will be submitted to HUD for its review annually, no later than ninety (90) days after the end of the ECC/HANH fiscal year.

This resolution requests the Board's authorization to submit to the U.S. Department of Housing and Urban Development (HUD) the MTW Annual Report for FY2023 with all required and related certifications and documents.

**STAFF:** Evelise Ribeiro, Director of Compliance and Moving to Work Initiatives

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

**RESOLUTION #12-102/23-R**

Resolution Authorizing Approval Of Moving To Work (MTW) Annual Report For  
FY 2023

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WHEREAS, ECC/HANH is requesting authorization to submit the FY2023 Moving to Work Report to the U.S Department of Housing and Urban Development (HUD); and

WHEREAS, The MTW report lists progress and challenges in achieving the objectives established in the FY2023 Annual Moving to Work Plan and is a combination of metrics, stories, hard work and commitment of the services provided by staff throughout the agency and the many successes of the residents and families who have participated in these programs; and

WHEREAS, The Report was made available for Public Review and Comment for a period of 30 days, starting on November 1, 2023, to November 30, 2023, and a public hearing was held on November 28, 2023, at ECC/HANH. no public comments were received. Attached is a copy of ECC/HANH's MTW FY22 annual report; and

WHEREAS, this resolution requests the Board's approval to submit to the U.S. Department of Housing and Urban Development (HUD) the MTW Annual Report for FY2023, and all required and related certifications, documents and HUD forms.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** that the Board authorizes the President to take such actions and execute such documents as necessary to finalize and submit to the U.S. Department of Housing and Urban Development ECC/HANH's MTW Annual Report for Fiscal Year 2023, including all required certifications, documentation, and HUD forms, of which this Board Resolution is a part.

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 December 19, 2023.

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

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

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

Link To Report: <https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:c07a0a30-db87-308b-8850-2c6814812ab6>

MEMORANDUM

**TO:** Board of Commissioners  
**DATE:** December 18, 2023  
**FROM:** Karen DuBois-Walton, President  
**RE:** Resolution Authorizing an Employee Sharing Agreement for Preventive Maintenance, Routine, and Emergency Electrical, Plumbing, HVAC, and Extermination Services between the Housing Authority of the City of New Haven and the 360 Management Group Company

---

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 12-103/23-R

**TIMING:** Immediately

**DISCUSSION:** Elm City Communities/Housing Authority of New Haven (ECC/HANH) created a Central Maintenance Operations Division to be comprised of Electrical, Plumbing, HVAC, and Extermination services.

HANH’s Central Maintenance employees, as a part of HANH's regular operations, engage in preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services. In evaluating the expenses for said services across 360 Management’s portfolio, it was determined that there were some efficiencies and cost savings to be gained should HANH’s central office team provide the services.

As such, ECC hereby request to include 360 Management Group properties for delivery of preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services. The 360 Management Group agrees that HANH will be reimbursed for the reasonable costs incurred by ECC/HANH for the provision of services. This resolution will authorize execution of an employee sharing agreement for preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services.

**FISCAL IMPACT:** Income of Approximately \$60,000

**SOURCE OF FUNDS:** N/A

**STAFF:** Shenae Draughn, Executive Vice President

**ELM CITY COMMUNITIES**

**Housing Authority of the City of New Haven**

**RESOLUTION # 12-103/23-R**

**Resolution Authorizing an Employee Sharing Agreement for Preventive Maintenance, Routine, and Emergency Electrical, Plumbing, HVAC, and Extermination Services between the Housing Authority of the City of New Haven and the 360 Management Group Company**

WHEREAS, HANH is a public housing authority operating low income housing programs with federal funds pursuant to the National Housing Act of 1937, as amended (the "1937 Act"); and

WHEREAS, Elm City Communities/Housing Authority of New Haven (ECC/HANH) created a Central Maintenance Operations Division to be comprised of Electrical, Plumbing, HVAC, and Extermination services; and

WHEREAS, HANH's Central Maintenance employees, as a part of HANH's regular operations, engage in preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services; and

WHEREAS, In evaluating the expenses for said services across 360 Management's portfolio, it was determined that there were some efficiencies and cost savings to be gained should HANH's central office team provide the services; and

WHEREAS, As such, ECC hereby request to include 360 Management Group properties for delivery of preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services.

WHEREAS, The 360 Management Group agrees that HANH will be reimbursed for the reasonable costs incurred by ECC/HANH for the provision of services; and

WHEREAS, This resolution will authorize execution of an employee sharing agreement for preventative maintenance, routine and emergency electrical, plumbing, HVAC, and extermination services.

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

1. Authorizing the Employee Sharing Agreement for preventive maintenance, routine and emergency Electrical, Plumbing, HVAC, and Extermination Services including all actions undertaken by the Authority thereunder, including expenditure of funds, be and hereby is authorized and directed; and
2. The President be and hereby is authorized, empowered, and directed to execute and deliver the Memorandum and such instruments and documents necessary and appropriate in connection herewith, upon such terms and conditions as set forth in Schedule 1, and upon such additional terms and conditions the President, in consultation with the Chairman of the Board of Commissioners, determine reasonable and in the best interests of the Authority; and

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 foregoing.
4. 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 December 18, 2023.

---

Karen DuBois-Walton, Ph.D.

Secretary/ President

---

Date

REVIEWED:

MCCARTER & ENGLISH LLP

GENERAL COUNSEL

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

Rolan Joni Young, Esq.

A Partner

**EMPLOYEE SHARING AGREEMENT  
FOR CENTRAL MAINTENANCE SERVICES  
BY AND BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN  
AND  
360 MANAGEMENT GROUP, CO.**

**THIS EMPLOYEE SHARING AGREEMENT** for Preventative Maintenance, Routine, and Emergency Electrical, Plumbing, HVAC, Carpentry and Extermination Services (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2023 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 the laws of the State of Connecticut, with a chief administrative office located at 360 Orange Street, New Haven, Connecticut ("HANH"), and 360 Management Group, Co., a non-stock corporation organized and existing pursuant to the laws of the State of Connecticut and an instrumentality of HANH, with a chief executive office located at 360 Orange Street, New Haven, Connecticut ("360 Management").

**W I T N E S S E T H :**

Whereas, HANH is a public housing authority operating low income housing programs with federal funds pursuant to the National Housing Act of 1937, as amended (the "1937 Act"); and

Whereas, HANH Central Maintenance employees, as a part of HANH's regular operations, engage in preventative maintenance, routine, and emergency electrical, plumbing, HVAC, carpentry and extermination services for HANH owned properties, all as more particularly described in **Schedule 1** attached hereto and incorporated herein by this reference (the "Services"); and

Whereas, 360 Management requires the Services and desires to share HANH's employees to provide the Services; and

Whereas, HANH has agreed to share certain of its employees to provide the Services as aforesaid; and

Whereas, HANH and 360 Management do each desire to set forth the terms and conditions pursuant to which 360 Management shall share HANH employees for the provision of the Services.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HANH and 360 Management do hereby agree as set forth hereinbelow.



## **Article 1 –360 Management retains HANH through and Employee Sharing Arrangement**

### **Section 1.1 – 360 Management retains Services of HANH for Employee Sharing**

HANH and 360 Management hereby agree that HANH shall share with 360 Management those employees listed on **Schedule 2** attached hereto to perform and provide the Services. For the performance of the Services and sharing of such employees, 360 Management hereby agrees to pay HANH the cost to HANH of such employees as set forth in **Schedule 2** attached hereto and incorporated herein by this reference.

## **Article 2 – The Services**

### **Section 2.1 – The Work Plans**

HANH shall provide the Services as described in **Schedule 1** attached hereto.

### **Section 2.2 – Reimbursable Expenses and Rate of Reimbursement**

In the performance of the Services, HANH shall designate certain of its staff personnel to perform tasks as necessary and required. 360 Management agrees that HANH will be reimbursed for the reasonable costs incurred by HANH for the provision of the Services, as follows: 360 Management shall reimburse HANH for the direct cost of its employees utilized to perform the Services or any portion thereof, on the basis of the schedule provided in **Schedule 2**.

### **Section 2.3 – Audit and Records**

HANH shall maintain during the term of this Agreement and for a period of four (4) years after the expiration or termination of this Agreement, with respect to the Services, such books, records, documents, reports, and other evidentiary materials in accordance with generally accepted accounting practices and procedures to properly account for all costs incurred for the performance of their services pursuant to this Agreement, all of which shall be subject at all reasonable times to inspection and audit by 360 Management or any authorized representative.

## **Article 3 - Agreement Term**

### **Section 3.1 – Agreement Term**

This Agreement shall effective as of \_\_\_\_\_, 2023, and shall continue in effect until \_\_\_\_\_, 2023, unless sooner terminated or extended as set forth hereinbelow.

### **Section 3.2 – Termination of Agreement for Convenience**

HANH or 360 Management may at any time, terminate this Agreement for convenience upon \_\_\_\_\_ ( ) days prior written notice to the other party ("Termination for Convenience"). Upon such Termination for Convenience, HANH shall be entitled to compensation for the services performed prior to termination, services required to complete work in progress and direct costs for demobilization of contract activities, plus proper reimbursable expenses incurred in connection with said termination.

## **Article 4 – Indemnification**

### **Section 4.1 – Indemnification**

Each party to this Agreement agrees to protect, defend, indemnify, and hold the other party, its officers, officials, employees, and agents free and harmless from any and all liabilities, losses, penalties, damages, expenses or liabilities of every kind, nature and character relating to the performance of this Agreement except for any damages arising from the negligence or misconduct of one of the parties, its officers, officials, employees, or agents.

## **Article 5 – General Conditions**

### **Section 5.1 – Contractual Relationship**

Nothing contained herein shall be construed to create a partnership, joint venture, regional entity or otherwise. Each party to this Agreement will be and shall remain separate and distinct entities, independent contractors without any express or implied authority or power to act as agent or to otherwise act for or bind the other party.

### **Section 5.2 – Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the Services and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

### **Section 5.3 – Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut and the United States.

### **Section 5.4 – Notices and Demands**

Any notice or demand permitted or required under this Agreement to be given or served by either of the parties hereto or upon the other party hereto shall be made in writing and shall be

signed in the name of the party giving or serving same. Notice shall be effective upon mailing, and shall be made as follows:

If to HANH:

360 Orange Street  
New Haven, Connecticut 06511  
Attention: President

If to 360 Management:

360 Orange Street  
New Haven, Connecticut 06511  
Attention: President

### **Section 5.5 – Severability**

If any of the provisions of this Agreement shall be held or deemed inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision herein contained invalid to any extent whatever and the invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions.

### **Section 5.6 – Assigns**

This Agreement, in whole or in part, nor the rights, benefits and obligations of the parties hereunder, may be assigned, without the prior written consent of the parties. Any such attempted assignment shall be null and void *ab initio*.

### **Section 5.7 – Modifications and Amendments**

This Agreement may not be modified except in writing executed by the parties hereto.

### **Section 5.8 – Invoicing and Payment**

HANH shall Invoice 360 Management for all services rendered pursuant to this Agreement, on a monthly basis. 360 Management shall pay for all services rendered hereunder within thirty (30) days of receipt of invoice.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written hereinabove.

\_\_\_\_\_

360 MANAGEMENT GROUP, CO.

\_\_\_\_\_

By: \_\_\_\_\_  
Karen DuBois-Walton  
President

\_\_\_\_\_

HOUSING AUTHORITY OF THE CITY OF  
NEW HAVEN

\_\_\_\_\_

By: \_\_\_\_\_  
Karen DuBois-Walton  
President

## SCHEDULE 1

### The Services

#### Proposed Services Provided:

- Routine HVAC services
- Emergency HVAC services
- Routine Plumbing services
- Emergency Plumbing services
- HVAC Preventative maintenance at Twinbrooks/Waverly

#### Townhouses/Chatham/Eastview Terrace

- Plumbing Preventative maintenance at all sites as requested
- Routine electrical services
- Emergency electrical services
- Preventative Maintenance Electrical services
- Thermal remediation (HEAT) treatment for bedbugs
- Carpentry services for vacancy unit turns

#### Services rendered:

- On call coverage from Thursday evening to Sunday evening
- Vacancy unit turn over tasks:
  - Inspection By 360 Staff/Vacancy Team
  - Draft Scope of Work
  - Perform Unit turn
  - Inspection of work completed
  - Sign off
- Unit turn time frame
  - 0/1 bedroom                      5 Business days (Type A Unit)
  - 2 bedroom                         10 Business days (Type A Unit)
  - 3+ bedroom                        14 Business days (Type A Unit)

#### Unit Definitions

TYPE A        Minimal repairs. Patch paint, clean floors, fixtures, wipe down cabinets  
TYPE B        Moderate repairs. Interior door replacement, fixture replacement, heavy cleaning  
TYPE C        Extensive repairs. Replace sub flooring, replace major fixtures, extensive cleaning, floor replacement, major sheetrock repairs.

360 Management will provide a sliding scale for expected turn over times if and when issuing multiple units to HANH for turnover. The allowable days for turnover will change based on the number of units being worked on.

For each additional unit assigned, HANH should add 2 business days to expected completion days.

Example (2) 0/1 bedroom units would be expected to be completed in 7 business days as opposed to 5.

## SCHEDULE 2

### Cost of Employees

#### Cost of Employees

HANH agrees that billing will reflect actual HANH employee costs of salary plus fringe benefits. The below represents the employees who will provide the Services to 360 Management. Any other employees not listed above will be invoiced at an hourly rate that includes actual cost of salary plus fringe benefits.

POSITION	FULLY LOADED RATE (SALARY + FRINGE)	BILLED RATE
Licensed Plumber	\$69.11/hr	\$69.11/hr
Electrical	\$74.27/hr	\$74.27/hr
HVAC	\$60.87/hr	\$60.87/hr
Carpenter	\$53.65/hr	\$53.65/hr
Night Mechanic	\$63.05/hr	\$63.05/hr
Central Operations Manager	\$93.25/hr	\$93.25/hr

2. Invoice (Central Operations) to be submitted to 360 Management on a monthly basis for all services provided.

(Invoice should include copy of the closed work order, materials/supplies required)

## MEMORANDUM

TO: Board of Commissioners

DATE: December 19, 2023

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

RE: Resolution Ratifying Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies.

---

ACTION: Recommend that the Board of Commissioners adopt Resolution # 12-104/23-R

TIMING: Immediately

DISCUSSION: Elm City Communities/The Housing Authority of the City of New Haven (ECC/HANH) has determined a need for a leading wholesale distribution company providing a broad range of products, paint, and services to professional customers in the Infrastructure & Energy, Maintenance, Repair & Improvement and Specialty Construction markets.

Home Depot currently has a US Communities contract that provides government procurement and maintenance professionals access to thousands of competitively solicited approved products. The contract Number is #16154 with the County of Maricopa, Arizona and is to expire December 31, 2021, with an additional five (5) years or at the County's sole discretion. In addition, Home Depot has an US Communities Contract that also provides paint and paint supplies. The contract number is #170009 with the County of Maricopa, Arizona and is to expire February 28, 2020 with an additional seven (7) years or at the County's sole discretion. This option was approved and renewed for another 7-year period ending on February 28, 2027.

Resolution 07-38/22-R authorized Change Order Number One (1) to the contract for (a) a One (1) Year Contract with Home Depot for a variety of commercial supplies and services for the period beginning October 1, 2021 and ending September 30, 2022 for a total not to exceed amount contract amount of \$250,000.00, (b) increase the contract amount for period October 1, 2021 to September 30, 2022 by \$50,000.00, to a total amount of \$300,000.00; and (c) Authorize the exercise of a One (1) Year Option to renew for the amount of \$250,000.00, for a total amount not to exceed contract value of \$550,000.00.

On March 23, 2023, the Board ratified Resolution Number #03-21/23-R for Change Order Number Two (2) to the Contract with Home Depot to increase the contract amount by \$200,000.00 due to (a) the completion of ECC work order back log consisting of 4,830 routine and REAC workorders from October 2022 through February 2023, (b) vacancy reduction agency wide turning over approximately 50 units from October 2022 through February 2023 due to RAD relocations and monthly vacancies, and (c) add additional funds needed to reconcile outstanding invoices and for future services bringing the contract amount from \$550,000.00 to \$750,000.00 for a variety of commercial supplies and services for the period beginning October 1, 2021 and ending September 30, 2023 for a total not to exceed contract amount of \$750,000.00.

On June 26, 2023, ECC/HANH approved change order Number Three (3) in the amount of \$75,000.00 to the Contract with Home Depot in order to increase the contract amount by \$75,000.00 for a 10% of the contract bringing the contract \$750,000.00 to a not to exceed amount of \$825,000.00 to help turn 57 units at Westville Manor 62 for RAD relocations, monthly vacancies, USIG inspection work orders and routine workorders along with (2) labor only contracts.



On August 15, 2023, the Board ratified Resolution Number # **08-62/23-R** for Change Order Number Four (4) to the Contract with Home Depot in the amount of \$ 66,000.00 bringing the contract amount from \$825,000.00 to a not to exceed amount of \$891,000.00 for a variety of commercial supplies.

ECC/HANH staff is now seeking ratification of Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies.

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 now seeking ratification of Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies.

FISCAL IMPACT: \$ 9,782.73 Fiscal Year 2024

SOURCE OF FUNDS: Budgeted Operating Funds

STAFF: Lee Purvis, Central Operations Manager

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

**RESOLUTION # 12-104/23-R**

Resolution Ratifying Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies.

---

**WHEREAS**, the Housing Authority of the City of New Haven (HANH) has a recurring a need for maintenance repair and improvement materials, paint, and supplies; and

**WHEREAS**, Home Depot currently has a US Communities contract which provides access to thousands of competitively solicited approved products; and

**WHEREAS**, the contract Number is #16154 and #17009 with the County of Maricopa, Arizona; and

**WHEREAS**, Resolution 07-38/22-R authorized approval change order number one (1) to the contract (a) a One Year Contract with Home Depot for a variety of commercial supplies and services for the period beginning October 1, 2021 and ending September 30, 2022 for a total not to exceed amount of \$250,000.00; (b) increase the contract amount for period October 1, 2021 to September 30, 2022 by \$50,000.00, to a total amount of \$300,000.00; (c) Authorize the exercise of a One (1) year Option to Renew for the amount of \$250,000.00 for a total not to exceed contract value of \$550,000.00; and

**WHEREAS**, on March 23, 2023, the Board approved the Ratification of Resolution Number #03-21/23-R for Change Order Number Two (2) to the Contract with Home Depot to increase the contract amount by \$200,000.00 due to (a) the completion of ECC work order back log consisting of 4830 routine and REAC workorders from October 2022 through February 2023, (b) vacancy reduction agency wide turning over approximately 50 units from October 2022 through February 2023 due to RAD relocations and monthly vacancies, and (c) add additional funds needed to reconcile outstanding invoices and for future services bringing the contract amount from \$550,000.00 to \$750,000.00 for a variety of commercial supplies and services for the period beginning October 1, 2021 and ending September 30, 2023 for a total not to exceed contract amount of \$750,000.00; and

**WHEREAS**, on June 26, 2023, ECC/HANH approved change order Number Three (3) in the amount of \$75,000.00 to the Contract with Home Depot in order to increase the contract amount by \$75,000.00 for a 10% of the contract bringing the contract \$750,000.00 to a not to exceed amount of \$825,000.00 to help turn 57 units at Westville Manor 62 for RAD relocations, monthly vacancies, USIG inspection work orders and routine workorders along with (2) labor only contracts; and

**WHEREAS**, on August 15, 2023, the Board ratified Resolution Number # **08-62/23-R** for Change Order Number Four (4) to the Contract with Home Depot in the amount of \$ 66,000.00 bringing the contract amount from \$825,000.00 to a not to exceed amount of \$891,000.00 for a variety of commercial supplies; and

**WHEREAS**, ECC/HANH staff is now seeking ratification of Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies; 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. Resolution Ratifying Change Order Number Five (5) to the Contract with Home Depot in the amount of \$9,782.73 in order to pay outstanding invoices bringing the contract amount from \$891,000.00 to a not to exceed amount of \$900,782.73 for a variety of commercial supplies is approved.
2. The Executive Director 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 December 19, 2023.

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

\_\_\_\_\_  
Date

REVIEWED:  
MCCARTER & ENGLISH, LLP  
GENERAL COUNSEL

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

**Home Depot  
Contract Number**

**22123-13663**

**CHANGE ORDER LOG**

<b>Date</b>	<b>Resolution Number</b>	<b>Reason</b>	<b>Amount</b>	<b>Running Total</b>
September 21, 2021	09-76/21-R	Contract Award	\$ 250,000.00	\$ 250,000.00
July 19, 2022	07-38/22-R	Change Order Number 1	\$ 300,000.00	\$ 550,000.00
March 21, 2023	03-21/23-R	Change Order Number 2	\$ 200,000.00	\$ 750,000.00
26-Jun-23	10% of Total contract	Change Order Number 3	\$ 75,000.00	\$ 825,000.00
August 15, 2023	08-62/23-R	Change Order Number 4	\$ 66,000.00	\$ 891,000.00
19-Dec-23	12-XX/23-R	Change Order Number 5	\$ 9,782.73	\$ 900,782.73

**MEMORANDUM**

To: Board of Commissioners

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

Date: December 19, 2023

RE: Resolution Authorizing Contract Award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024.

---

ACTION: Recommend that the Board of Commissioners adopt Resolution # 12-105/23-R

TIMING: Immediately

DISCUSSION: ECC/HANH had determined a need for unarmed uniformed Security Guard Services for the following developments, Prescott Bush, McQueeney Towers, Ruoppolo Manor and RT Wolfe. This is a shared contract between HANH LIPH and 360 Management Group. Each entity respectfully billing their prospective site operating budgets.

On November 6, 2023, ECC/HANH solicited quotes for unarmed uniformed security guards with a return date of November 30, 2023. HANH received three (3) bids, NESAIM Security in the amount of 487,900, Arrow Security in the amount 214,020.00 and Spark Security in the amount 195,980.00., with a return date of November 30, 2023.

HANH staff conducted the due diligence required under our procurement policy and HUD Procurement Manual, as well as compared the bids submitted by NESSAIM Security, Arrow Security and Spark Security and has determined that Spark Security was the most responsible bid.

HANH is recommending contract award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024.

In accordance with resolution 07-54/01-R approved by the Board of Commissioners on July 24, 2001, all contracts greater than \$50,00.00 and all change orders in excess of 10% of the contract value must be approved by the Board of Commissioners prior to execution. HANH is recommending contract award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024.

FISCAL IMPACT: \$195,980.00 Operating Fund Budgeted FY 2024

STAFF: Lee Purvis, Central Operations Manager

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

**Resolution # 12-105/23-R**

Resolution Authorizing Contract Award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024.

---

**WHEREAS**, ECC/HANH had determined a need for unarmed uniformed Security Guard Services for the following developments, Prescott Bush, McQueeney Towers, Ruoppolo Manor and RT Wolfe. This is a shared contract between HANH LIPH and 360 Management Group. Each entity respectfully billing their prospective site operating budgets; and

**WHEREAS**, on November 6, 2023, ECC/HANH solicited quotes for unarmed uniformed security guards with a return date of November 30, 2023. HANH received three (3) bids, NESAIM Security in the amount of 487,900, Arrow Security in the amount 214,020.00 and Spark Security in the amount 195,980.00., with a return date of November 30, 2023; and

**WHEREAS**, HANH staff conducted the due diligence required under our procurement policy and HUD Procurement Manual, as well as compared the bids submitted by NESSAIM Security, Arrow Security and Spark Security and has determined that Spark Security was the most responsible bid; and

**WHEREAS**, HANH is recommending contract award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023 and ending December 19, 2024; and

**WHEREAS**, 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 the execution.

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

1. Resolution Authorizing Contract Award to Spark Security for unarmed uniformed security guards at Prescott Bush, 49 Union Ave, Mathew Ruoppolo Manor, 360 Orange Street for a total contract not to exceed amount of \$195,980.00 for a period of one (1) year beginning December 20, 2023, and ending December 19, 2024, is approved.
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 meeting duly called at which a quorum was present on December 19, 2023.

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

\_\_\_\_\_  
Date

REVIEWED:  
McCarter and English LLC  
GENERAL COUNSEL

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



Housing Authority of New Haven

**OP-23-IFB-850**  
**Invitation for Bids**  
**Unarmed Security Services**

**Issue Date: November 6, 2023**

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





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**Part I. Cover Page**

*A. Overview*

The Housing Authority of the City of New Haven d/b/a Elm City Communities (HANH/ECC) is seeking the services of an experienced firm to provide Security Services.

*B. Important Due Dates/ Locations/ Time*

Schedule	
Event	Date
IFB Issued	November 6, 2023, at 3:00 PM
Pre-Bid Conference	November 15, 2023, at 2:00 PM
Questions Due	November 17, 2023, at 12:00 PM
IFB Submittal Deadline	November 30, 2023, at 3:00 PM
Public Bid Opening	November 30, 2023, at 3:15 PM

A Pre-Bid Conference is scheduled for November 15, 2023, at 2:00 p.m. EST ONLY via conference call. Link is attached as a separate document. Attendance is not mandatory but is recommended.

All questions concerning this IFB must be submitted in writing no later than November 17, 2023 at 12:00 p.m. EST and submitted via the Housing Authority of the City of New Haven’s Vendor/Contractor Collaboration Portal, <https://newhavenhousing.cobblestonesystems.com/gateway>.

Answers to questions will be responded to after the close of the questions period and answered via an Addendum posted on the Housing Authority of the City of New Haven’s Vendor/Contractor Collaboration Portal. Prior to submission of bid, please check the Vendor/ Client Collaboration Portal for any addendums posted. 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.

A bid opening is scheduled for November 30, 2023, at 3:15 p.m. EST via video conference call. Attendance is not mandatory. Conference call link is attached in a separate document.



***C. Preparation of Submission:***

The bids must substantially conform to the IFB checklist.

**Sealed Bids must be uploaded via the Housing Authority of the City of New Haven's Collaboration Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>.**

**YOU MUST BE A REGISTER VENDOR TO SUBMIT A BID**

**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".**

By submission of a bid, the bidder agrees, if its bid is accepted, to enter into a contract with HANH/ECC in the form included in the contract documents to complete all work specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached IFB.

The bid shall remain valid for the period specified in the IFB, must be independently arrived at, and shall be prepared in accordance with the Instructions to Bidders (HUD Form HUD-5369). Additionally, all required certifications and other applicable documents, as shown on the "Index of Submittal Documents Required for Sealed Bids," must be completed and submitted as part of the bid.

The bid prices shall be included as provided for in the attached IFB. Unless otherwise specified in the IFB, all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Unless indicated otherwise, Bidders must submit a lump sum firm-fixed-price bid consistent with a cost/price analysis prepared by HANH/ECC. Price bids that are inconsistent with the HANH/ECC's cost/price analysis may be deemed non-responsive.

Bidders must provide HANH/ECC with the appropriate discount percentage that would apply, if applicable, to prompt payments and the number of days HANH/ECC must make those prompt payments to be able to take advantage of the discount.

HANH/ECC reserves the right to negotiate bid prices with the lowest bidder.

HANH/ECC reserves the right to reject any and all submitted bids or to waive any informality in the solicitation process.

No bid shall be withdrawn for a period of ***One Hundred and Twenty (120) calendar days*** subsequent to the opening of the submittals without the consent of HANH/ECC.



Housing Authority of New Haven

Bidders should be advised that, prior to the award of any contract, HANH/ECC reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

**The following information is vital to the submission process and should be read through carefully.**

### ***RELEVANT AND PAST EXPERIENCE***

Bidder(s) must complete the Contractor's Bid Qualification Form, Reference and Past Performance Form, HUD Form HUD-2530 (Previous Participation Certification), and HUD Form HUD 50071 (Certification of Payments to Influence Federal Transactions) if applicable. NOTE: The Contractor's Bid Qualification Form must be notarized.

### ***EMPLOYMENT AND CONTRACTING ACTION PLAN***

Bidder(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 Clause 40 (Employment, Training, and Contracting Opportunities for Low-income Persons, Section 3 of the Housing and Urban Development Act of 1968) of HUD Form HUD-5370-C (General Conditions of the Contract for Non-Construction).

Bidder(s) must complete and sign the following documents:

- Housing Authority of the City of New Haven (HANH/ECC) Section 3 Form of Certification
- House Authority of the City of New Haven (HANH/ECC) Section 3 MBE/WBE Plan

### ***REQUIRED CERTIFICATIONS***

All Certification documents shown on the "Index of Submittal Documents Required for Sealed Bids" must be prepared and submitted with Bidder's proposal for the bid to be considered responsive to HANH/ECC's Invitation for Bid (Sealed Bid)/Solicitation requirements. **The minimum amount of time that Bidder's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the bid submittal date.**

### ***MANDATORY CLAUSES***

HUD FORM HUD-5370-C (General Conditions of the Contract for Non-Construction) and HANH/ECC's Supplemental Conditions to HUD Form HUD-5370-C and HANH/ECC's Special Conditions to the HUD General Conditions include all clauses mandated by 24 CFR 85.36.



## **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:



Housing Authority of New Haven

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

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

Date:



Housing Authority of New Haven

### Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Bidders in correctly preparing and submitting a responsive Bid to HANH/ECC in accordance with the requirements of the Invitation for Bid (Sealed Bid). 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 sealed bid. 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 AS APPLICABLE	FOR YOUR REVIEW
<b>ALL PROJECTS</b>				
Cover Sheet (Attached)	X			
Bid Sheet (Attached)	X	X		
<b>Required Acknowledgements and Certifications:</b>				
<i>HUD-5369 Instructions to Bidders</i>				X
<i>HUD-5369-B Instruction to Offerors Non- Construction</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	





Housing Authority of New Haven

## **Part IV. Specifications**



Housing Authority of New Haven

## **Background Information**

About Housing Authority of the City of New Haven/Elm City Communities, The Glendower Group Inc. including affiliated entities and 360 Management Group Company

We make a difference in the lives of over 14,000 residents in New Haven. HANH/ECC, The Glendower Group and 360 Management Group works for the community to make the City of New Haven a better choice for living. It is our goal to build better neighborhoods, create more options for desirable housing for families from multiple income levels, and accommodate those who may need extra assistance. It is the mission HANH/ECC, The Glendower Group and 360 Management Group to make a positive difference in the lives of residents of the City of New Haven through the development and operation of affordable communities of choice and by providing opportunities for greater self-sufficiency. We provide safe, decent, affordable housing choices and foster healthy communities within our developments, where residents are supported and encouraged in their efforts to reach their goals.

HANH/ECC, The Glendower Group and 360 Management Group not only provides great new housing options, but we are working hard to improve existing public housing developments throughout the city. Our aggressive goals for renovation, replacement, improvement, and construction include:

- Providing high quality affordable housing services
- Cost effective property management services
- Serving as a development of housing
- Construction management and relocation services
- Effective supportive services for residents and participants
- Affordable housing policy development and advocacy services

## **Overview**

The Housing Authority of the City of New Haven, The Glendower Group Inc. including affiliated entities and 360 Management Group Company is seeking the services of a firm to provide standing security posts, roving security patrols monitoring and security systems, supervising other security personnel, maintaining security infrastructure, manning emergency temporary posts, and carrying out such other basic security tasks as required by individual properties specific post orders.

## **General Requirements**

The agency is requesting that the services be available Monday through Sunday from 10 pm until 6 am for all or portion of the days and times. The contractor must have the ability to be flexible within the days and times indicated. There is no guarantee that all the days and times contained in the scope of services and listed on the price sheet may be used. Some sites will require a stationary guard while other may have a rotating schedule.



Housing Authority of New Haven

The successful bidder must provide security services to the following property:

- Prescott Bush – 220-230 County Street
  - Matthew Ruppolo Manor- 480 Ferry Street
  - McQueeney Towers- 358 Orange Street
  - Robert T. Wolfe – 49 Union Ave
  - Winslow- Celentano- 60 Warren Street
1. Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all security personnel, residents, guest/visitors and HANH/ECC, The Glendower Group and 360 Management Group personnel.
  2. Require security personnel to enforce HANH/ECC, The Glendower Group and 360 Management Group's policies, procedures, and order. Security personnel must perform all duties in accordance with oral and written instructions provided by HANH/ECC, The Glendower Group and 360 Management Group's representatives. Security personnel must read and become familiar with all HANH/ECC, The Glendower Group and 360 Management Group's policies and procedures, including evacuation procedures. Security personnel must contact the on – call service personnel if a situation arises that the security personnel cannot handle. A Security Supervisor must be provided for HANH/ECC, The Glendower Group and 360 Management Group's staff to maintain communication in the event of an emergency.
  3. Furnish trained and qualified unarmed personnel to support and provide services as requested by HANH/ECC, The Glendower Group and 360 Management Group. Services shall be continuous, regardless of weather, disaster, or threatened or actual organized labor action. The service provided will include, but not be limited to the following:
    - a. Administering HANH/ECC, The Glendower Group and 360 Management Group's site security procedures and post orders.
    - b. Site surveillance (either by foot or vehicle).
    - c. Identify and report security and safety violations.
    - d. Maintain files for security related documentation.
    - e. Assist HANH/ECC, The Glendower Group and 360 Management Group's residents and personnel in emergency situations.



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- f. Identify and report abandoned vehicles to management.
- g. Have vehicles towed that are unlawfully parked in no parking zones.
- h. Check IDs for all guests. Security guards must log them into the daily log and make sure residents are entering with their assigned access cards. Security guards must check the no trespass list and refuse entry to anyone listed. Ensure that prompt action is taken to prevent or minimize loss accidents.
- i. Observe and report any visible alarms or warnings on the fire and life safety systems, elevators, generators and enunciator panel or other equipment to the Housing Manager. Contact police or fire department as necessary. Contact HANH/ECC, The Glendower Group and 360 Management Group after contacting the police or fire department.
- j. Establish and maintain a radio and or cellular phone so security guard can be contacted as necessary by a HANH/ECC, The Glendower Group and 360 Management Group employee while on duty.
- k. Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taken place throughout the facility and property.
- l. Conduct random walking patrols once every hour throughout the development (including interior stair wells) grounds and parking lots. Being alert for suspicious persons, suspicious packages, personal and residents' property exposed to theft, deter loitering and boisterous activity and safety concerns. Make sure the residents are offered peaceful enjoyment of the property and maintain quiet between the hours of 10:00 P.M. to 6:00 A.M. For weekends and holidays, random patrols should occur hourly unless otherwise specified during the development of individual post orders. The security personnel must vary the rounds so as not to be predictable in the arrival times or the time spent at each location.
- m. Implement a guard tour system, at the contractor's cost, to assist with documenting and tracking guards for performance of post orders and patrols.
- n. Maintain site specific instructions and post order at security station.
- o. The selected security contractor must maintain a duty roster of all security employees and provide to HANH/ECC, The Glendower Group and 360 Management Group upon request. The security company must ensure all personnel display a current picture ID when working any hours on site. Any person or persons who reports for work and identifies themselves as someone other than listed upon the security personnel duty roster must be denied access to the development and reported to the proper authorities.



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- p. In any event, a security officer who is on duty must be capable of responding to any calls received within a time period not to exceed five (5) minutes.
- q. Security personnel must be available as required for special events and situations within twenty-four (24) hours to the Housing Manger of the development and HANH/ECC, The Glendower Group and 360 Management Group's main office.
- r. Coordinate security improvements with the onsite Police Officer, residents and Property Manager.
- s. Security Personnel must inspect exterior doors for proper lock down at the development upon and during specified work hours.
- t. Security personnel must provide clear, precise documented incident reports within twenty four (24) hours to the Housing Manger of the development and HANH/ECC, The Glendower Group and 360 Management Group's main office. All security personal MUST report all incidents that occur after hours, weekends and holidays to the manager on call by calling the answering service and reporting the incident and provide accurate call back information to the answering service.
- u. Unsatisfactory security personnel will be replaced immediately after HANH/ECC, The Glendower Group and 360 Management Group identifies such issues and discretion is solely HANH/ECC, The Glendower Group and 360 Management Group's to make and report to the regional manager.

**Utility/Reinforcement Staff:**

1. The Contractor must maintain and show evidence of available utility reinforcement security officers and supervisors ready to assist HANH/ECC, The Glendower Group and 360 Management Group immediately in the event of floor, fire, natural/manmade disaster, or any other emergency.
2. The Contractor must supply relief officers as necessary, at no additional cost to HANH/ECC, The Glendower Group and 360 Management Group, to ensure that all assignments are performed as required. The Contractor will supply HANH/ECC, The Glendower Group and 360 Management Group with notification of any changes to the master schedule or vacation schedules no less than seven (7) days in advance. Prior to any officer being assigned to a development, whether a permanent employee or temporary replacement, the Contractor must certify that all requirements of this contract have been met.
3. The Contractor must provide coverage of additional shifts or special requests at standard



hourly billing rates.

### **Staff Requirements**

Contractor must ensure that only competent, qualified officer(s) are assigned to the specific services requested. Assign officer(s) must:

1. Be able to read, write, speak, and understand the English language to the extent required for communication in person, via telephone and in writing with designated HANH/ECC, The Glendower Group and 360 Management Group representatives and tenants. Furthermore, the communication ability must extend to being able to call the appropriate law enforcement or emergency response agencies, if needed.
2. Be 18 years of age or older
3. Be a United States citizen and/or have legal residency
4. Always present a neat and clean appearance while performing services at HANH/ECC, The Glendower Group and 360 Management Group's properties.
5. Be properly trained on safety and emergency procedures (such as fire building evacuations, etc.)
6. Have a minimum of two (2) years of experience providing security guard services, as requested by assignment.
7. Must possess all applicable local, state, and federal required licenses and certifications. License and certifications must be submitted for each officer at the time of the assignment. HANH/ECC, The Glendower Group and 360 Management Group will not need to verify all licenses as security company has agreed to providing licensed staff.
8. Must have evidence of all required security- related training.

If HANH/ECC, The Glendower Group and 360 Management Group determines that an officer(s) is not performing satisfactorily, is incompetent or unsuitable for any reason determined by HANH/ECC, The Glendower Group and 360 Management Group, the Contractor must immediately remove said officer(s) from performing any further service. Contractor must ensure that all HANH/ECC, The Glendower Group and 360 Management Group's property such as keys, key cards, badges, or any other items belonging to HANH/ECC, The Glendower Group and 360 Management Group, The Glendower Group and 360 Management Group is returned to HANH/ECC, The Glendower Group and 360 Management Group within twenty- four hours after removal. Contractor must immediately replace with an (another) qualified officer(s) meeting the terms and conditions of this requirement. This provision in no way requires the Contractor to



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terminate the employment of any officer(s) replaced pursuant to this paragraph. Nor, by the terms of this section, does HANH/ECC, The Glendower Group and 360 Management Group, The Glendower Group and 360 Management Group endorse or approve (express or implied) any termination by the Contractor of any officer(s) replaced pursuant to this paragraph. Officer(s) being replaced may be expected to work the shift(s) until a replacement officer can be scheduled. The Contractor will not be compensated overtime paid to contractor employees called into re-staff vacated shifts that do not have a permanent officer(s) station for any reason.

## **Work Standards**

### *Drug Free Workplace Agreement:*

HANH/ECC, The Glendower Group and 360 Management Group is a drug-free workplace. The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulated (look-alike) drugs, drug paraphernalia, or alcohol on HANH/ECC, The Glendower Group and 360 Management Group's premises is strictly always prohibited.

The Contractor will be required to comply with and enforce this policy, with respect to HANH/ECC, The Glendower Group and 360 Management Group's employees and residents as part of employment. Any Contractor employees found in violation of this policy must not be assigned to any HANH/ECC, The Glendower Group and 360 Management Group'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 Glendower Group and 360 Management Group. The Contractor will ensure that copies of said policy are provided to all security officers and is available to HANH/ECC, The Glendower Group and 360 Management Group.

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.

Security officers found in violation of this policy will be immediately relieved of duty. The Contractor will notify HANH/ECC, The Glendower Group and 360 Management Group immediately.

### *Security Officer Turnover Rate and Re-Staffing Requirements:*



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HANH/ECC, The Glendower Group and 360 Management Group and the Contractor agree that officer turnover rates are of primary concern to HANH/ECC, The Glendower Group and 360 Management Group.

HANH/ECC, The Glendower Group and 360 Management Group and the Contractor agree to employ a continuous effort to minimize turnover rates. A turnover rate deemed excessive by HANH/ECC, The Glendower Group and 360 Management Group will be considered unacceptable and may be cause for contract termination.

### **Work Procedures**

#### *Limitation on Man Hours:*

No security officer must work more than twelve (12) consecutive hours. This limitation may be waived by HANH/ECC, The Glendower Group and 360 Management Group in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the development. The Contractor must notify the Housing Manager about any emergency as it occurs and request a waiver for each occurrence.

#### *Officer Rotation:*

HANH/ECC, The Glendower Group and 360 Management Group reserves the right to require the transfer or rotation of any or all security officers at time intervals specified by HANH/ECC, The Glendower Group and 360 Management Group.

#### *Shift Rotation:*

Security guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty person, or unless specifically authorized by HANH/ECC, The Glendower Group and 360 Management Group to leave the post. Security guards must not leave the facility at any time during the shift. Guards must bring their necessary meals for consumption on the premises.

#### *Supervision:*

The Contractor will provide assigned supervisor/managers by region to assure adequate supervision of all contract personnel. Duties must include, but must but be limited to the following:

1. Interview and approve all newly hired staff of HANH/ECC, The Glendower Group and 360 Management Group properties portfolio.
2. Oversee creation and quarterly updates of the development post orders.





Ensure security personnel maintain contact compliance (i.e., training, licenses, certification, etc.):

1. Facilitate effective communication with HANH/ECC, The Glendower Group and 360 Management Group's Housing Manager's and officers in residence.
2. Recommend staffing.

*Reporting Procedures:*

The Contractor must provide HANH/ECC, The Glendower Group and 360 Management Group written reports relating to daily operation upon request but is to maintain a weekly submission protocol. Any unusual events should be summarized briefly in the post logbook maintained at each site for identification of the principals later if further investigation is needed. The bound post logbook will become the property of HANH/ECC, The Glendower Group and 360 Management Group upon termination of this contract and make the logbooks immediately available to HANH/ECC, The Glendower Group and 360 Management Group upon request.

An extraordinary single incident report must be completed when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security guards should consult with the Housing Manager to determine when a special report may be required. Any incident that requires an extraordinary single incident report will also be verbally reported to the Vice President of Operations immediately after the incident occurs. A copy of the extraordinary single incident report must be provided to HANH/ECC, The Glendower Group and 360 Management Group no later than the start of the next business day.

Each shift will start with a new log entry listing any abnormal conditions or indication that conditions were normal. The log must reflect at the minimum all corrective actions that were taken.

The security officer must log in and out at development up reporting and departing from their shift.

The contract manager for HANH/ECC, The Glendower Group and 360 Management Group and the Contractor must work together and be responsible for monitoring the Contractor's performance to ensure compliance in accordance with all contract provision. The Contractor must meet monthly with HANH/ECC, The Glendower Group and 360 Management Group's DED or their designee to review any/all security related concerns as well as attend the monthly officer in residents' meetings to facilitate police and security partnerships.

*Inspections:*

The Contractor must:

1. Provide a manager who will conduct regular, unannounced inspections to ensure security guards personnel's compliance with all established regulations. Inspections will consist of



Housing Authority of New Haven

not less than 2 visits per thirty (30) days.

2. Submit all documented reports on all inspections to HANH/ECC, The Glendower Group and 360 Management Group's main office at 360 Orange Street, New Haven, CT 06511.

*Furnished Items:*

HANH/ECC, The Glendower Group and 360 Management Group will provide the following documents to the Contractor within ten (10) days after the contract effective date:

1. HANH/ECC, The Glendower Group and 360 Management Group's policy and procedure manual
2. After hours on call list
3. Emergency call procedures
4. Security desk for guard at each development
5. Keys/card access keys to the development's main entrance
  - a. HANH/ECC, The Glendower Group and 360 Management Group will replace lost keys/access keys at the Contractor's expense.
6. The Contractor assumes full responsibility for all equipment issued by HANH/ECC, The Glendower Group and 360 Management Group to the Contractor solely for performance of the work contained herein. The Contractor will reimburse HANH/ECC, The Glendower Group and 360 Management Group, at current market rates, for all equipment that is lost, damaged, stole, or otherwise unavailable. Upon termination of the contract, all equipment will be returned to HANH/ECC, The Glendower Group and 360 Management Group in good operating condition, less reasonable wear and tear.

*Vendor Furnished Items:*

1. Uniforms: All security personnel assigned to a facility will be appropriately uniformed in accordance with applicable local, state, and federal standards. The Contractor must be responsible for uniform costs. The Contractor must be responsible for uniform cleaning in those markets where required by law or by collective bargaining agreement.
2. Communication Equipment and Procedures: The Contractor shall provide all necessary documents required to perform services to the security personnel, supervisor and contract manager, before start date.



### **Employees of The Contractor**

No one except authorized employees of the Contractor are allowed on HANH/ECC, The Glendower Group and 360 Management Group'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, The Glendower Group and 360 Management Group'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, The Glendower Group and 360 Management Group as an additional insured must be presented before contract award and kept current for the entire contract term.

### **Drug Free Workplace**

HANH/ECC, The Glendower Group and 360 Management Group 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, The Glendower Group and 360 Management Group's premises is always strictly prohibited. The contractor will be required to comply with and enforce this policy, with respect to HANH/ECC, The Glendower Group and 360 Management Group'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, The Glendower Group and 360 Management Group'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 Glendower Group and 360 Management Group. The contractor will ensure that copies of said policy are provided to all staff and is available to HANH/ECC, The Glendower Group and 360 Management Group.



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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.



Housing Authority of New Haven

## **Part V. Procurement Process**

### ***1. Bid Evaluation/Contract Award***

The low bid will be evaluated in accordance with the requirements of the IFB. The low bid will be evaluated to determine the responsiveness to the requirements of the IFB. If the bid does not conform to the solicitation, it must be rejected, and bid will be examined for responsiveness.

The contract will be awarded based on the best interest of the Authority.

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 reserves the right to request additional information which may include an interview.

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 Award more than one contract for all or part of the requirements stated.



Housing Authority of New Haven

**Invitation for Bids**

**OP-23-IFB-850  
Unarmed Security Services**

**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- Unarmed Security Services**

Providing an hourly rate does not guarantee a certain number of hours to be used during this term of contract. The contract will not exceed one year.

<b>Hourly Rate</b>	<b>Total (estimated 4,200 Hours) LIPH</b>
\$	\$
<b>Total (estimated 4,000 Hours) 360. Management Group</b>	
<b>Hourly Rate</b>	
\$	\$
<b>Total</b>	
	\$

**MEMORANDUM**

TO: Board of Commissioners

DATE: December 19, 2023

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

RE: Resolution Authorizing Contract Award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years.

---

ACTION: Recommend that the Board of Commissioners adopt Resolution # 12-106/23-R

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven (HANH) has identified a need for a Door Contract for exterior door repair & replacements at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor.

On June 14, 2023, ECC/HANH solicited quotes, with a return date of July 7, 2023. HANH received two (2) bids, Tri-Con Construction in the amount of \$205,632.00 and AVT Construction in the amount of \$270,000.00.

HANH staff conducted the due diligence required under our procurement policy and HUD Procurement Manual, as well as compared the bids submitted by Tri-Con Construction and AVT Construction and has determined that Tri-Con Construction was the most responsible bid.

HANH is recommending contract award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years

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 recommending contract award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3)



years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years.

FISCAL IMPACT: \$68,544.50 Operating Fund Budgeted FY 2024

FISCAL IMPACT: \$68,544.50 Operating Fund Budgeted FY 2025

FISCAL IMPACT: \$68,544.50 Operating Fund Budgeted FY 2026

STAFF: Lee Purvis, Central Operations Manager

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

**Resolution # 12-106/23-R**

Resolution Authorizing Contract Award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years.

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WHEREAS, the Housing Authority of the City of New Haven (HANH) has identified a need for a Door Contract for exterior door repair & replacements at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor; and

WHEREAS, on June 14, 2023, ECC/HANH solicited quotes, with a return date of July 7, 2023. HANH received two (2) bids, Tri-Con Construction in the amount of \$205,632.00 and AVT Construction in the amount of \$270,000.00; and

WHEREAS, HANH staff conducted the due diligence required under our procurement policy and HUD Procurement Manual, as well as compared the bids submitted by Tri-Con Construction and AVT Construction and has determined that Tri-Con Construction was the most responsible bid; and

WHEREAS, HANH is recommending contract award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years; 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; and

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

1. Resolution Authorizing Contract Award to Tri-Con Construction for exterior door repair & replacement at Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$205,632.00 for a period of three (3) years beginning December 20, 2023, and ending December 19, 2026, with an option to renew for two (2) additional years is approved.
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, December 19, 2023.

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

---

---

Date

REVIEWED:  
McCarter and English

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



**ELM CITY**  
communities

Housing Authority of New Haven

**Invitation for Bids**

**OP-23-IFB-802**

**Exterior Door Repair and Replacement Contract**

**Company Name:** TRI-CON CONSTRUCTION MANAGERS, LLC

**Address:** 400 GOODRICH STREET

**City, State & Zip Code:** HAMDEN, CT 06517

**Telephone:** 203-777-6720

**Fax Number:** 203-777-6721

**Contact Person Name:** BRACK G. POITIER

**Email Address:** Brackgpoitier@aol.com

**Date Submitted:** July 7, 2023

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



EOE/AA

# Elm City Communities OP-23-IFB-802

## Exterior Door Repair and Replacement Contract

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DOOR REPAIR AND REPLACEMENT BID SHEET

7/7/2023

YEAR 1

LABOR	LABOR RATE	EST. TOTAL # OF HRS	EST. CONTRACT COST TOTAL
Normal Hours (8:30 am - 4:30 pm)	\$ 90.00	400	\$ 36,000.00
After Hours ( 4:30 pm - 8:30 am)	\$ 135.00	40	\$ 5,400.00
Weekends & Holidays	\$ 180.00	40	\$ 7,200.00
MATERIAL	COST	QTY	
STEEL DOOR + FRAME	\$ 330.00	20	\$ 6,600.00
WOOD DOOR + FRAME	\$ 432.00	10	\$ 4,320.00
Total Labor & Material Cost			\$ 59,520.00

DOOR REPAIR AND REPLACEMENT BID SHEET

7/7/2023

Optional YEAR 2

LABOR	LABOR RATE	EST. TOTAL # OF HRS	EST. CONTRACT COST TOTAL
Normal Hours (8:30 am - 4:30 pm)	\$ 102.00	400	\$ 40,800.00
After Hours ( 4:30 pm - 8:30 am)	\$ 140.40	40	\$ 5,616.00
Weekends & Holidays	\$ 204.00	40	\$ 8,160.00
MATERIAL	COST	QTY	
STEEL DOOR + FRAME	\$ 390.00	20	\$ 7,800.00
WOOD DOOR + FRAME	\$ 432.00	10	\$ 4,320.00
Total Labor & Material Cost			\$ 66,696.00

DOOR REPAIR AND REPLACEMENT BID SHEET

7/7/2023

Optional YEAR 3

LABOR	LABOR RATE	EST. TOTAL # OF HRS	EST. CONTRACT COST TOTAL
Normal Hours (8:30 am - 4:30 pm)	\$ 114.00	400	\$ 45,600.00
After Hours ( 4:30 pm - 8:30 am)	\$ 170.40	40	\$ 6,816.00
Weekends & Holidays	\$ 228.00	40	\$ 9,120.00
<b>MATERIAL</b>			
	COST	QTY	
STEEL DOOR + FRAME	\$ 582.00	20	\$ 11,640.00
WOOD DOOR + FRAME	\$ 624.00	10	\$ 6,240.00
Total Labor & Material Cost			\$ 79,416.00

Grand Total over 3 years

\$ 205,632.00





**OFFERORS PROPOSAL QUALIFICATION FORM**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Potential Bidder may submit any additional information he/she desires.

1. Name of Potential Bidder: TRI-CON CONSTRUCTION MANAGERS, LLC
2. Permanent main office address and telephone number: 400 GOODRICH ST.  
HAMDEN, CT 06517 PH: 203 777 6720 FX: 203-777-6721
3. When organized: February 2002
4. Legal form of organization (check one):
  - Sole Proprietorship
  - Partnership
  - Corporation LLC
 Year and state of incorporation: 2002; Connecticut  
 Federal Tax ID # for organization: 16-1708213

If sole proprietorship:

Name of Owner \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_

If partnership:

Name of Partner \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_

Name of Partner \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_



If corporation:

Name of Officer: William L. Haynes      Address      400 Goodrich Street  
Hamden, CT 06517

Telephone #: 203-777-6720 \_\_\_\_\_

Name of Officer: Brack G. Poitier      Address      400 Goodrich Street  
Hamden, CT 06517

Telephone #: 203-777-6720 \_\_\_\_\_

Name of Officer: \_\_\_\_\_      Address      \_\_\_\_\_

Telephone # \_\_\_\_\_

Name of Officer \_\_\_\_\_      Address      \_\_\_\_\_

Telephone # \_\_\_\_\_

Affiliated Businesses:

List any affiliated businesses (if none, so state). Affiliated businesses are those in which any officer, director, partner or owner of the potential bidder, or any member of such person's immediate family (spouse, mother, father, brother, sister, any adult children) is an owner, officer, director or partner. (Stock ownership in corporations having publicly traded stock need not be shown here, unless ownership interest exceeds 10%.)

Name of Affiliated Business      Tri-Con Construction Managers II, LLC  
Address      400 Goodrich Street Hamden, CT 06517  
Federal Tax ID #      45481-7844

Name of Person who has the Interest in Affiliated Business      Brack G. Poitier & William L. Haynes  
Nature of Affiliation      Managing Members

Name of Affiliated Business \_\_\_\_\_  
Address \_\_\_\_\_  
Federal Tax ID # \_\_\_\_\_  
Name of Person who has the Interest in Affiliated Business \_\_\_\_\_  
Nature of Affiliation \_\_\_\_\_



1. Contracts on hand: (Schedule these, showing type of work involved, gross amount of each contract, and appropriate anticipated dates of completion.)

**Tweed-New Haven Airport, Owner's Rep. coordinating sub-contractors on sound insulation of single family homes; \$189,000; Year 2024**

**Hamden Housing Authority (Good Cents) - renovating two multi family homes; \$300,155; May 2023**

**New Haven Housing Authority - Cornell Scott Fire Damage 437 M&N Eastern; \$251,990; July 2023**

2. General character of work you perform. Describe your firm's experience in performing this work:

**New Construction, Construction managers, General Trades, and Owner's Rep**

3. Have you ever failed to complete any work awarded to you? If so, where and why?

**Never**

4. Have you ever defaulted on a contract? If so, where and why?

**Never**

5. State the background and experience of the principal members of your organization, including the officers:

**William L. Haynes and Brack G. Poltier each having 54 years of new construction and renovation experiences on low and high rise buildings.**

6. List any license(s) in construction held by the firm or any of its principals. (State specific license type and license number):

**State of CT - Major Contracting License - MCO.0902205**

**State of CT - Dept. of Administration Services - DAS**

**State of CT - Dept. of Transportation - DBE**

**State of CT - Home Improvement Contractor - HIC.0640412**

**Government Contracting Services - SAM**

7. Attach a detailed financial statement for the Potential Bidder's last fiscal year. A corporate partnership or personal federal tax return is acceptable. The Authority will keep such information confidential, except as required by law.

**It will be provided in a separate sealed envelope.**

8. You will furnish any other information that may be required by the Housing Authority of the City of New Haven. The undersigned hereby authorizes and requests



**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

**Brack G. Poitier; managing member** [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit"  is, [ ] is not included with the bid.

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper Influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

#### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a)  is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |                              |
|---|------------------------------|
| <input checked="" type="checkbox"/> Black Americans | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans                              | [ ] Asian Indian Americans   |
| [ ] Native Americans                                | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is,  is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [X] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

  
\_\_\_\_\_  
(Signature and Date) 7/2023

**Brack G. Poitier**  
\_\_\_\_\_  
(Typed or Printed Name)

**Managing Member; Exec. Project Manager**  
\_\_\_\_\_  
(Title)

**Tri-Con Construction Managers, LLC**  
\_\_\_\_\_  
(Company Name)

(Company Address) **400 Goodrich St. Hamden, CT 06517**



ELM CITY COMMUNITIES  
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

FORM OF NON-COLLUSIVE AFFIDAVIT  
(PRIME BIDDER)

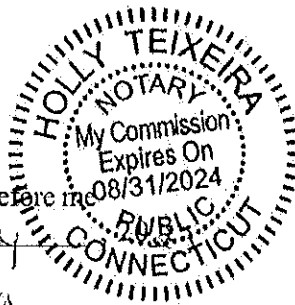
State of Connecticut  
County of NewHaven  
Brack G. Poitier

, being first duly sworn, deposes and says that:

- 1) He is owner, partner, officer, representative or agent of  
Tri-Con Construction Managers, LLC, the party making  
the forgoing proposal or bid;
- 2) He is fully informed respecting the preparation and contents of the attached proposal or bid  
and all circumstances regarding the same;
- 3) Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
- 4) Neither the said bidder nor any of its officers, partner, owners, agents representatives,  
employees or parties-in-interest, including this affiant has in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a  
collusive or sham bid or proposal in connection with the Contract for which the attached  
proposal or bid has been submitted or to refrain from bidding in connection with said  
Contract, or has in any manner directly or indirectly, sought by firm or person to fix the price  
or prices in the attached proposal or bid or of any other bidder, or to fix any overhead, profit  
or cost element of the bid price or this or any other bidder or to secure through any collusion,  
conspiracy, connivance or unlawful agreement any advantage against the Housing Authority  
of the City of New Haven or any person interested in the proposed Contract;
- 5) The price or prices quoted in the attached proposals or bid are fair and proper and are not  
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this  
Bidder or any of its agents, representatives, owners, employees, or parties-in-interest,  
including this affiant; and
- 6) All statements in said proposal or bid are true.

Brack G. Poitier  
(Signature)

Exec. Project Manager  
(Title)



Subscribed and sworn to before me  
this 7th day of July

Holly Teixeira  
(Notary Public)

My Commission expires: 8/31/24

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

TRI-CON CONSTRUCTION MANAGERS, LLC

Program/Activity Receiving Federal Grant Funding

ELM CITY COMMUNITES EXTERIOR DOOR REPAIR & REPLACEMENT CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Brack G. Poitier

Title

Exec. Project Manager

Signature

Date (mm/dd/yyyy)

7/7/23



Housing Authority of New Haven

**REFERENCE AND PAST PERFORMANCE FORM  
(NOTE: Reproduce Additional Sheets as Required)**

List previous work/services rendered by your company which are 1) **DIRECTLY** related to the scope of work/services required by 360 Management, Request for Proposals, Request for Qualifications or Invitation For Bid and 2) equal to or greater than the dollar magnitude applicable to the scope of work/services quoted in your proposal.

**NOTE: A Minimum of three (3) reference sheets is required. A questionnaire will be emailed to each reference. If a questionnaire is not returned by a reference, the offeror receives a zero (0) score for that reference. Offerors are highly encouraged to work closely with their references to ensure that the questionnaires are returned in a timely manner.**

1. Name of Reference Company for which services were rendered:

Southern Connecticut State University C & D Townhouses

2. Location of work (address) where services were performed:

Townhouse Units C & D - 186 Pine Rock, New Haven, CT 06514

3. Scope of work that was performed:

Renovated 16 student townhouses in buildings C & D replacing siding, repairing flooring, updating HVAC, plumbing, appliances, replacing escutcheon and electrical issues.

Year of completion: September 2021

4. Contact Person: Michael Tucker, Architect

Phone No: 203-314-8216

Email Address: Archemt@aol.com

5. Cost of Project: \$1,063,141.00



Housing Authority of New Haven

**REFERENCE AND PAST PERFORMANCE FORM**  
**(NOTE: Reproduce Additional Sheets as Required)**

List previous work/services rendered by your company which are 1) **DIRECTLY** related to the scope of work/services required by 360 Management, Request for Proposals, Request for Qualifications or Invitation For Bid and 2) equal to or greater than the dollar magnitude applicable to the scope of work/services quoted in your proposal.

**NOTE: A Minimum of three (3) reference sheets is required.**  
A questionnaire will be emailed to each reference. If a questionnaire is not returned by a reference, the offeror receives a zero (0) score for that reference. Offerors are highly encouraged to work closely with their references to ensure that the questionnaires are returned in a timely manner.

1. Name of Reference Company for which services were rendered:

Christian Community Action, Inc.

2. Location of work (address) where services were performed:

660 Winchester Renovation in New Haven, CT

3. Scope of work that was performed:

Renovated 19 apartments from the ceiling to the floor, removed and upgraded kitchens,  
bathrooms and interior floors. Upgraded exterior doors where needed.

Year of completion: October 2020

4. Contact Person: Bonita Grubbs, Executive Director

Phone No: 203-777-7923

Email Address: bgrubbs@ccahelping.org

5. Cost of Project: \$650,000.00

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

**Part I to be completed by Controlling Participant(s) of Covered Projects (See Instructions)**

Reason for submission: Repair and replacement of doors agency wide		2. Project Name, Project Number, City, and Zip Code OP-23-IFB-802; Door Repair & Replacement Contract; New Haven, CT	
1. Agency name and City where the application is filed Elm City Communities 360 Orange St. New Haven, CT 06511		3. Section of Act	
3. Loan or Contract number \$ TBD	4. Number of Units or Beds N/A	6. Type of Project (check one) <input type="checkbox"/> Existing <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

**7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %**

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8. Role of Each Participant in Project	9. SSN or IRS Employer Number (TIN)
Haynes, William, L	Senior Exec. Project Manager	16-1708213
Potter, Brack, G	Exec. Project Manager	16-1708213

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case may be, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
  - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - All the names of the controlling participants who propose to participate in this project are listed above.
- Name of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 30 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have indicated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
William L. Haynes		7/1/2023	203-777-6720
Brack G. Potter		7/1/2023	203-777-6720

Previous Participation Certification

OMB Approval No. 2502-0118  
EVR 07/29/2016

**Schedule A: List of Previous Projects and Section 8 Contracts Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write in your name. "No previous participation, First Experience."**

1. Principal Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt agency involved)	3. List Principal's Role(s) (Indicate roles participated, and if fee or identity of financing participant)	4. Status of loan (current, delinquent, assigned, foreclosed)	5. Was the Project ever in default during your participation? (Yes/No, If yes, explain)	6. Last MOA rating and Physical Insp Score and date
Haynes, William L	Robert T. Wolfe 4-46	Design Build, Oversee Section 8 Rehab on 84 units	N/A	X	N/A
Haynes, William L	Eastview Terrace; NHHA	Owners Rep./ Site Management	N/A	X	N/A
Potter, Brack G.	Ferry Street Housing CHFA; 20070-8; 10/4/04;	Section 8 Rehab and New Construction	N/A	X	N/A
Potter, Brack G.	Willow Housing CHFA Mutual Housing 02060-2 5/1/107	Section 8 Rehab and general trades	N/A	X	N/A
Potter, Brack G.	Orchard Street Phase II Seaside/land Development Corp. 2010-14 CI Dept. of Housing	Residential First-time buyers Construct Section 8 homes	N/A	X	N/A
Potter, Brack G.	Hartken Redevelopment Community Development	Rehab construction to homes affected by soil differential	N/A	X	N/A
Potter, Brack G.	Orchard Street Phase I Seaside/land Development Corp. 2005-09 / CI Dept. of Housing	Residential First-time buyers Construct Section 8 homes	N/A	X	N/A
Haynes, William L	Seaside/land Townhouse - 5 Duplex Townhouse - New construction / CI Dept.	General Contractor building new homes for first time owners and rentals -2005	N/A	X	N/A

**Part II - For HUD Internal Processing Only Housing**

Received and checked by me for accuracy, and upon request, recommend approval as per to Head quarters after checking appropriate box

A. No adverse information from HUD-2530 approved recommended.  
 B. Name added in system.  
 C. Disclosure or Certification problem.  
 D. Other (attach memorandum).

Approved: \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_  
 Yes  No

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**Schedule A: List of Previous Projects and Section 8 Contracts** below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. **Double check for accuracy.** If no previous projects, write by your name, "No previous participation, First Experience."

1. Principal's Name (Last, First)	2. List of previous projects (Project name, project ID and Govt. agency involved.)	3. List Principal's Role(s) (Indicate those participated, and if fee or identity of interest participated)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MODR rating and Physical Insp. Score and date
Potter, Brackston G	Tweed- New Haven Airport / FAAA grants	Coordinate subcontractors in the sound insulation of 150 homes.	N/A	X	N/A
Potter, Brack G	Prescott Bush 2 story building / light construction/ CHFA	CM @ risk renovating 55 apartments & common area	N/A	X	N/A
Potter, Brack G.	Katherine Harvey 1 story patio units light construction/ CHFA	CM @ risk relocated occupants while renovating 18 apartments	N/A	X	N/A
Potter, Brack G.	Newhall Gardens 1 story building light construction/ CHFA	CM @ risk renovated 26 units	N/A	X	N/A
Potter, Brack G.	Constance B. Motley, 3-story building, moderate construction, CHFA	CM @ risk moderate construction on 40 units coordinating relocation of elder tenants.	N/A	X	N/A
Potter, Brack G.	CCA Rehabilitation (19 units) 660 Winchester Ave., 2 story building, Christian Community Action Group	CM moderate construction on 19 units.	N/A	X	N/A

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box

Date (month/day/year)	Tel. No. and area code	<input type="checkbox"/> A. No adverse information, from HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/ Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (month/day/year)

Previous editions are obsolete

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and Govt. agency involved)	3. List Participants' Role(s) (Indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No. If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Potter, Brack	Southern Connecticut State University - SCSU-2021-01 North Campus Townhouse C & D CHFA	CM - 8/21 - 10/21 Renovated 16 student townhouses	N/A	X	N/A
Haynes, William	Cornell Scott Fire Damage - 425B Eastern; CHFA	CM - 8/21 - 3/22 Renovate exterior and interior fire damage	N/A	X	N/A
Potter, Brack	Hamden Housing Authority (Good Cents) 455 Morse St. Hamden, CT CHFA	CM - 3/27 - 6/1/23 Renovate 2 homes located at 249 - 255 Morse St. Hamden, CT	N/A	X	N/A
Potter, Brack	Cornell Scott Fire Damage - 437 M&N Eastern; PM-22-C-700 CHFA	CM 4/17 - 6/2/23 Renovate two units M & N due to fire	N/A	X	N/A

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tol No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure of Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control	Signature of authorized reviewer	Date (mm/dd/yyyy)
Signature of authorized reviewer		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)



## Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

**HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.**

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/nflv/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/nflv/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Purpose:** The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

**Routine Use:** The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

**Disclosure:** Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL: <https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

**Public reporting burden** for this collection of information is estimated to average three hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Elm City Communities  
ACKNOWLEDGEMENT OF ADDENDA FORM

Bidder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

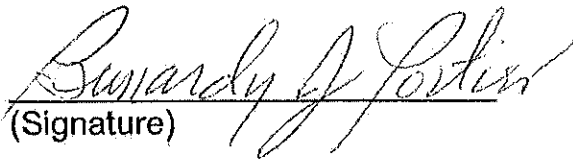
Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Tri-Con Construction Managers, LLC  
(Company Name)

  
(Signature)

Bunardy Poitier  
(Printed or Typed Name)



Karen DuBois-Walton , President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511

## HANH SECTION 3 BUSINESS APPLICATION

The following applicable information must be submitted to determine your eligibility as a HUD Section 3 business. Be sure to complete BOTH sides of this document. Upon verification of the information submitted, your company, upon approval, will be included in a HANH Database of Businesses certified with the City of New Haven Housing Authority to participate in future HUD Section 3 projects. We will use this database to notify you of upcoming opportunities and to share with Prime Contractors seeking Certified HUD Section 3 businesses for projects. This registration will be effective for one year from the date that your business is posted in the publicly accessible database. ECC, however, reserves the right to request your business to re-register as a Section 3 Business Concern at any time. Failure to re-register as a Section 3 Business Concern, either after the expiration of the one-year period or upon ECC's request, will ultimately result in the removal of your business from the database. Failure to comply may be results in sanctions, termination of contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts.

(PLEASE PRINT OR TYPE ALL INFORMATION)

Company Name: TRI-CON CONSTRUCTION MANAGERS, LLC

Contact Name: Brack G. Poitier Title: Exec. Project Manager

Address: 400 Goodrich Ave.

City: Hamden State: CT Zip: 06517

Telephone: 203-777-6720 Fax: 203-777-6721 E-mail: Brackgpoitier@aol.com

Website Address: WWW.TRI-CON.ORG

Composition of Ownership (more than 50% of ownership) (Optional): Ethnicity: Black Gender: Male

**Type of Business:** (Applicable documentation must be submitted with application.)

- Corporation: LLC
  - Attach copy of Certificate of Corporation Good Standing
- Partnership:
  - Attach copy of Partnership Agreement
- Sole Proprietorship:
  - Attach copy of Assumed Business Name Certificate
- Joint Venture:
  - Attach copy of Joint Venture Agreement

**Please provide the following information:**

Federal Tax ID Number: 16-1708213

City of New Haven License Number: \_\_\_\_\_

State of Connecticut Contractor License Number(s): Major Contractor - MCO.0902205; DAS;  
Home Improvement Contractor - HIC.0640412

**Please list Services and/or Products you can provide:** (Use NAICS Codes, visit [www.SBA.gov](http://www.SBA.gov) for codes) 2361; 231615; 236116



Karen DuBois-Walton , President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511

**ATTENTION: Potential HUD Section 3 Business Concern**

The Elm City Communities - Housing Authority of New Haven Section 3 Program's mission is to create an environment of inclusion where our diverse and local business enterprises are given maximum opportunity to compete successfully in providing quality and cost-effective products and services to Housing Authority Departments in a timely manner.

To assist in these areas, we are developing a database of HANH certified Section 3 businesses interested in participating in HUD Section 3 federally funded projects. Please consider registering and certifying your business in order to take full advantage of these opportunities. HANH attempts to accomplish this goal by first informing businesses about contracting opportunities, and then assisting them with the bid process to maximize small business participation. The Elm City Communities - Housing Authority of New Haven is eager to establish relationships with businesses and business organizations to identify qualified small and local businesses to compete for Housing Authority work projects. Refer to the "What is a Section 3 Business?" flyer for information on how to qualify as a HUD Section 3 Business.

**Please complete the enclosed application so your company can be considered for inclusion in the HUD Section 3 business database.** By registering as a Section 3 Business Concern your business may be subject to audits including by Elm City Communities and the United States Department of Housing and Urban Development. **Be sure to print clearly, complete ALL portions of the attached application, and return to:**

LaVonta Bryant  
Director of Procurement  
Elm City Communities - Housing Authority of New Haven  
360 Orange Street  
New Haven, CT 06511

*If you have any questions about the application, please contact LaVonta Bryant at [lbryant@elmcitycommunities.org](mailto:lbryant@elmcitycommunities.org) or Linda Fuller at [lfuller@elmcitycommunities.org](mailto:lfuller@elmcitycommunities.org).*

Sincerely,

LaVonta Bryant  
Director of Procurement  
Elm City Communities - Housing Authority of New Haven



Karen DuBois-Walton , President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511

Businesses claiming HUD Section 3 status as a 51% Owned by low- or very low-income person or owned by current public housing residents or residents who currently live in Section 8-assisted housing.

- Attach copy of last year's Income Statement and;
- **Section 3 Business Concern Certification Form # 100 and;**
- **Proof of 51% ownership In Company (Operating Agreement)**

Businesses claiming HUD Section 3 status by documenting over 75 percent of labor hours over the previous 3-month period are performed by Section 3 residents:

- Payroll Summary of ALL company hours worked and;
- Payroll Summary of all hours performed by low-or very low-income persons and;
- Form 200
- Form 300- One per employee

I, THE UNDERSIGNED, ON BEHALF OF THE COMPANY HEREBY CERTIFY THAT ALL OF THE INFORMATION I HAVE PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE.

Name of Company: TRI-CON CONSTRUCTION MANAGERS, LLC

Address of Company: 400 Googrich Street

Telephone: 203-777-6720 Fax: 203-777-6721

\*Printed Name of Signer: Bunardy Poitier \*Authorized Signature: \_\_\_\_\_

\*Title of Signer: Project Manager Date: June 28, 2023

**\*CORPORATE OFFICER OR PERSON AUTHORIZED TO SIGN BIDS AND CONTRACTS ON BEHALF OF THE COMPANY. IF YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE COMPLETING THIS APPLICATION, PLEASE CONTACT:**

LaVonta Bryant  
Director of Procurement  
Elm City Communities - Housing Authority of New Haven  
360 Orange Street  
New Haven, CT 06511

**PLEASE RETURN APPLICATION TO:**

LaVonta Bryant  
Director of Procurement

FOR OFFICIAL USE ONLY

Date Application Received: \_\_\_\_\_ Initial Review by: \_\_\_\_\_ Date: \_\_\_\_\_

Final Review and certification by: Date: \_\_\_\_\_



Karen DuBois-Walton , President  
Housing Authority of the City of New Haven  
360 Orange Street, New Haven, CT 06511

### **New Section 3 Rule Effective November 30, 2020**

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 3 Business Concern – A business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed and: A business that is 51 percent owned and controlled by low-or very low-income person; or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8- assisted housing..

Your business was formed in accordance with State law, and licensed to engage in the type of business activity for which it was formed.

**AND** You can answer yes to **ONE** of the following questions:

- ✓ Is 51% (percent) of the Business owned by low- or very low-income persons;
- OR**
- ✓ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers in the service area or the neighborhood of the project
- OR**
- ✓ Is the business at least 51% (percent) owned by current public housing residents or residents who currently live in Section 8- assisted housing.

For a definition of a Section 3 Worker and Targeted Section 3 Worker, please see the reverse side. For more information about



## **Tri-Con Certificates and licenses**

**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at [dcp.occupationalprofessional@ct.gov](mailto:dcp.occupationalprofessional@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov).

Mailing address:

**TRI-CON CONSTRUCTION MANAGERS LLC**  
400 GOODRICH ST  
HAMDEN, CT 06517-3125

Email on file to be used for receiving all notices from this office:

[htrri-con@outlook.com](mailto:htrri-con@outlook.com)



STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION  
Be it known that

TRI-CON CONSTRUCTION MANAGERS LLC  
400 GOODRICH ST  
HAMDEN, CT 06517-3125

has satisfied the qualifications required by law and is hereby registered as a

HOME IMPROVEMENT CONTRACTOR

Registration #: HIC.0640412

Effective: 04/25/2023

Expiration: 03/31/2024



Bryan T. Cafferelli, Commissioner

# State of Connecticut

Department of Administrative Services

Supplier Diversity Program

*This Certifies* TRI-CON CONSTRUCTION MANAGERS, LLC

400 Goodrich Street Hamden CT 06517

*Black American*

*Small/Minority Business Enterprise*

*June 22, 2022 through June 22, 2024*

*As a*

Owner(s): BRACK G POTTER, WILLIAM L HAYNES

Contact: Brack G Potter

E-Mail: [brackgpotter@tri-con.com](mailto:brackgpotter@tri-con.com)

Telephone: 203-777-6720 Ext:

Web Address: [WWW.TRI-CON.ORG](http://WWW.TRI-CON.ORG)

FAX: (203) 777-6721

\*\*Affiliate Companies: South Hamden Development LLC; Tri-Con Construction Managers II, LLC

*Meg Yetishofsky*

Supplier Diversity Director

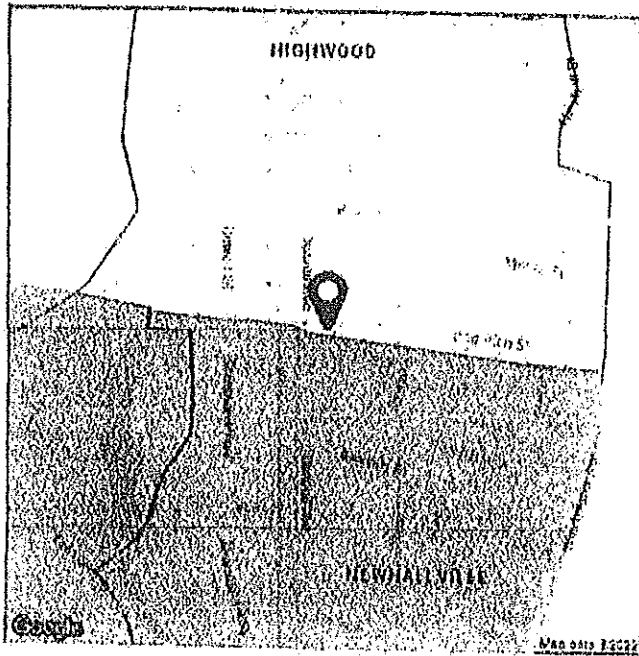
*[Signature]*

Supplier Diversity Specialist

\*\* A company awarded a contract as a member of a contract under the set-aside program shall not subcontract with any party(s) with whom the contractor is affiliated.

# SBA HUBZone Qualification Report


[View on HUBZone Map](#)




 400 Goodrich St, Hamden, CT 06517, USA

 **Qualified HUBZone**

Expires Jun 30, 2023

 **Redesignated Census Tract**

Expires Jun 30, 2023

 **Census Tract Disaster Area**

Expires Jun 30, 2023

## Designation Details

### Redesignated Census Tract

Tract ID:	09009165500
County:	New Haven County
State:	CT

### Census Tract Disaster Area

Disaster Name:	COVID-19 PANDEMIC
Disaster Declaration:	2020-03-29
Disaster Designation:	2020-03-29
Disaster Publish:	2020-03-29
Tract ID:	09009165500
County:	New Haven County
State:	CT

### Recent Disaster(s)

The following disaster(s) may change the status of this location.

Incident Description: Remnants of Hurricane Ida - Declaration: 2021-10-30





STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Division of Contract Compliance



Telephone: (860) 594-2177  
Fax: (860) 594-3016  
Mailing Address: Administration Building  
2800 Berlin Turnpike  
Newington, CT 06131

February 10, 2017

Mr. William L. Haynes  
TRI-CON Construction Managers, LLC  
400 Goodrich Street  
Hamden, CT 06517

Dear Mr. Haynes:

Subject: Issuance of DBE Certification Letter

Effective February 10, 2017 the Connecticut Department of Transportation (ConnDOT) Office of Contract Compliance has determined that your business is eligible for certification in accordance with U.S. Department of Transportation, 49 CFR, Part 26. Your firm can be found on the ConnDOT website at [www.ct.gov/dot](http://www.ct.gov/dot). Your firm is certified under NAIC(S): 541990 to perform the following services:

**Consultant**

Construction Estimating & Scheduling/Construction Managers/Construction Manager at Risk  
Owner's Representative/Contract Administrators

Under Federal Regulation 49 CFR 26.83(j), you are required to submit an Annual "No Change Affidavit" verifying that no changes have occurred in your firm. Your Annual No Change Affidavit is due on or before your original date of certification each calendar year. The items required for submission include the "No Change Affidavit" and a copy of your DBE Home State Certification if not a Connecticut based firm. (A "No Change Affidavit" form has been enclosed for your records). Please Note: There will be no other notification of this requirement, and failure to submit this form, as well as all supporting documents, will be viewed as non-responsive and will initiate an Eligibility Hearing to determine if your firm should be decertified due to failure to cooperate.

Additionally, it is your responsibility to inform this Office, in writing, within thirty (30) days of any change in business ownership or structure, day-to-day management or any other substantive changes. Failure to do so may jeopardize your certification.

As part of the Business Development Program, a representative from the Central Connecticut State University's Institute of Technology and Business Development (ITBD) will be contacting you regarding the Department's Supportive Services Program which is offered at no charge to certified DBE firms.

If you have any questions, please contact the Office of Contract Compliance at (860) 594-2177 for assistance.

Sincerely,



Shari Pratt, DBE Certification  
Division of Contract Compliance  
Office of Finance & Administration

Enclosure

SP/cm



END OF PROPOSAL