



Shenae Draughn
Interim 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 17TH, 2024 at 4:00 P.M.
<https://v.ringcentral.com/join/215683616>
Dial: 1-650-419-1505
Access Code / Meeting ID: 215 683 616

1. Roll Call
2. Approval of the Minutes From November 19th, 2024
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 12-87/24-R;** Resolution Authorizing An Exclusive Option Agreement Between The Housing Authority Of The City Of New Haven, D/B/A Elm City Communities ("ECC"), And Glendower Level Heights Limited Partnership, ("Lessee") To Ground Lease 34 Level Street, New Haven, Connecticut ("Property") For The Period Commencing December 18, 2024, And Ending December 17, 2026
2. **Resolution 12-88/24-R;** Resolution Ratifying And Authorizing Amendments To An Exclusive Option To Ground Lease Real Property Between The Housing Authority Of The City Of New Haven D/B/A Elm City Communities And Westville Manor RAD I LLC To Ground Lease Westville Manor Phase 1
3. **Resolution 12-89/24-R;** Resolution Authorizing The Issuance Of Not Exceeding \$20,000,000 Multifamily Housing Revenue Bonds And The Making Of A Loan To Finance The Costs Of A Portion Of The St. Luke/Whalley Avenue Project

SERVICES COMMITTEE:

- 4. Resolution 12-90/24-R;** Resolution Authorizing Approval of Moving To Work (MTW) Annual Report For FY 2024
- 5. Resolution 12-91/24-R;** Resolution Authorizing A Housing Assistance Payment (HAP) Contract With West River Housing Company LLC For Eight (8) Project Based Units For An Initial Term Of Twenty (20) Years Commencing January 1, 2025 And Ending December 31, 2045, With An Option To Renew For An Additional Twenty (20) Years In The Authority's Sole Discretion
- 6. Resolution 12-92/24-R;** Resolution Authorizing A Housing Assistance Payment (HAP) Contract With Hill Central 1 (HC1) LLC For Nineteen (19) Project Based Units For An Initial Term Of Twenty (20) Years Commencing January 1, 2025 And Ending December 31, 2045 With An Option To Renew For An Additional 20 Years At The Authority's Sole Discretion
- 7. Resolution 12-93/24-R;** Resolution Approving The Memorandum Of Agreement With Housing Authority City Of New Haven (The "Authority") D/B/A Elm City Communities (ECC) And Westville Manor RAD I LLC For Supportive Housing And Resident Services At Westville Manor Phase I In An Amount Of Not To Exceed \$52,000 Annually For One Year With Option To Renew For Four Additional One Year Periods At The Sole Discretion Of Westville Manor RAD I LLC.
- 8. Resolution 12-94/24-R;** Resolution Authorizing A Contract For Project Management Services With MAC Computer Consulting, Inc. For A Period Of One Year Beginning January 1, 2025 And Ending December 31, 2025, In An Amount Not To Exceed \$249,955.00
- 9. Resolution 12-95/24-R;** Resolution Authorizing A One-Year Contract Extension With KJR Consulting For Leadership And Board Development Consulting For A Total Contract Not To Exceed Amount Of \$161,850.00
- 10. Resolution 12-96/24-R;** Resolution Authorizing Employment Agreement With Shenae Draughn As President/Executive Director Of The Housing Authority Of The City Of New Haven, Its Instrumentalities And Affiliated Entities, For The Period January 1, 2025 To December 31, 2027

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 19TH, 2024 at 4:00 P.M.

Those present included:

William Kilpatrick, Chair
Danya Keene, Vice Chair
Alberta Witherspoon, Commissioner
Elmer Rivera, Commissioner
Kevin Alvarez, Commissioner
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 4:01 p.m.

At Roll Call, Shenae Draughn was present in person in the boardroom along with, Chairman Kilpatrick, Commissioner Keene, Commissioner Rivera and Commissioner Witherspoon. Commissioner Alvarez later attended at 4:16pm.

Approval of the Minutes from the, October 15th 2024 Meeting:

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

Aged Accounts Payable Report totaling \$ 38,289.87 (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 19, 2024, Board of Commissioners meeting.

Bank Book Check Register totaling \$ 4,349,864.73 (listed on page 13). This list consists of invoices that have been paid from October 1 – October 31, 2024. Paul B. Bailey Architect (\$175,000) for St. Lukes; ITSAVVY LLC (\$ 25,398) for Computer equipment; Solar Youth (\$ 53,088) for Youth Services agencywide.; Lothrop Associates, LLP (\$ 124,605) for Scattered Sites; VASE Management LLC (\$ 156,745) for Scattered Site Lead; TORTI GALLAS AND PARTNERS, INC (\$81,818) for consultants on Development Planner; Yardi Systems Inc (\$116,839) for system implementations; Christopher Williams Architects, LLC (\$ 22,150) for Level Street fees; Housing Insurance Services, Inc. (\$ 503,845) for multiple Insurance coverage; Reitman Personnel Services, Inc. (\$79,778) for agency-wide temporary Services; United Illuminating (\$ 137,983) for various sites electrical; Regional Water Authority (\$70,725) For agency-wide services.

The total of both registers is **\$4,388,154.60**

Public Comments:

- Anais Nunez – Inquiries about R.O.B. Program
- Yule Whatley – Inquiries about R.O.B. Program
- Tyreis Gibson – Inquiries about R.O.B. Program
- Shanda Ferruci – Inquiries about R.O.B. Program

November 19th, 2024 President Report Located Here:

- [President's Report.docx](#)

November 19th, 2024 Resolutions Located Here:

- [11-78 Write Off TAR RESOLUTION.docx](#)
- [11-79 APPOINT Phillippe E. C. Andal TO 360 Management Board.docx](#)
- [11-80 BRIAN CLEVELAND ARCHITECTS IQC CONTRACT RESOLUTION.docx](#)
- [11-81 AEPM INTERNATIONAL IQC CONTRACT RESOLUTION.docx](#)
- [11-82 CHRISTOPHER WILLIAMS ARCHITECTS IQC CONTRACT RESOLUTION.docx](#)
- [11-83 KENNETH BOROSON ARCHITECTS IQC CONTRACT RESOLUTION.docx](#)
- [11-84 RUSSELL DAWSON IQC CONTRACT RESOLUTION.docx](#)
- [11-85 SILVER PETRUCELLI IQC CONTRACT RESOLUTION.docx](#)
- [11-86 Northeast Generator Services RESOLUTION.docx](#)

ADJOURNMENT

Motion to adjourn made by Keene seconded by Witherspoon at 4:39pm

MEMORANDUM

TO: All Board of Commissioners

FROM: John Rafferty, CFO

RE: Bills and Communications

DATE: December 17, 2024

Attached please find the following Two (2) lists:

Aged Accounts Payable Report totaling **\$ 65,510.78** (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 December 17, 2024, Board of Commissioners meeting.

Bank Book Check Register totaling **\$ 2,359,605.76** (listed on page 9). This list consists of invoices that have been paid from November 1 – November 30, 2024. 212 Exchange Street LLC (\$ 25,370) for Park Street Pest Control; Anthem Blue Cross/Blue Shield (\$ 237,790) for Medical, Dental & Vision insurance; Payne Environmental (\$ 16,650) for Clock Tower; Patriquin Architects, P.C. (\$ 191,194) for Eastview Renovations; New Haven Village Suites (\$67,711) for tenant relocations; Paul B. Bailey Architect (\$88,725) for St. Lukes; VASE Management LLC (\$ 149,368) for Scattered Site Lead; Reitman Personnel Services, Inc. (\$55,006) for agency-wide temporary Services; United Illuminating (\$ 121,128) for various sites electrical; Regional Water Authority (\$36,495) For agency-wide services.

The total of both registers is **\$ 2,425,116.54**
Attachments

Accounts Payable Report

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice #</u>	<u>Inv. Date</u>	<u>Due Date</u>	<u>GL Post Date</u>		<u>Total Due</u>
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	553.47
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	97.56
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	178.56
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	98.18
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	57.07
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	99.71
000123289	Northeast Electrical Distributors & Eagle Electric	<u>S002174227.00</u> <u>2</u>	08/28/2024	09/27/2024	09/16/2024	\$	(833.68)
000123289	Northeast Electrical Distributors & Eagle Electric	<u>S002174227.00</u> <u>3</u>	09/03/2024	10/03/2024	09/30/2024	\$	783.90
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	30.68
000154336	New Haven Village Suites	<u>13184</u>	12/02/2024	12/06/2024	11/30/2024	\$	32,186.00
000154336	New Haven Village Suites	<u>13184</u>	12/02/2024	12/06/2024	11/30/2024	\$	32,186.00
000137155	Verizon Wireless	<u>9979026719</u>	11/18/2024	12/18/2024	11/26/2024	\$	73.33
Total Due							\$65,510.78



Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
Check	194263	0	11/01/2024	\$ (287.00)	Posted		Tiffaine Brodie
Check	194221	0	11/01/2024	\$ (269.00)	Posted		Joshua C Martinez
Check	194220	0	11/01/2024	\$ (268.00)	Posted		Jared Fleming
Check	194257	0	11/01/2024	\$ (245.00)	Posted		Tamika Bratton
Check	194205	0	11/01/2024	\$ (241.00)	Posted		Dozier Dickey
Check	194228	0	11/01/2024	\$ (232.00)	Posted		Lillie Louise Cunningham
Check	194235	0	11/01/2024	\$ (219.00)	Posted		Maryann Jones
DD	194216	32831	11/01/2024	\$ (195.00)	Posted		Isabel Fuentes
Check	194227	0	11/01/2024	\$ (195.00)	Posted		Latoya D Garrett
Check	194199	0	11/01/2024	\$ (195.00)	Posted		Cassandra Moore
Check	194208	0	11/01/2024	\$ (195.00)	Posted		Faith H Thompson
Check	194210	0	11/01/2024	\$ (195.00)	Posted		Gianakos Jenkins
Check	194198	0	11/01/2024	\$ (195.00)	Posted		Carle Washington
Check	194246	0	11/01/2024	\$ (193.00)	Posted		Rayquan T Durham
Check	194218	0	11/01/2024	\$ (176.00)	Posted		Jada Nyla Burnett
Check	194225	0	11/01/2024	\$ (171.00)	Posted		Lakeisha Massey
Check	194230	0	11/01/2024	\$ (165.00)	Posted		Maria R Langston
Check	194254	0	11/01/2024	\$ (163.00)	Posted		Shirley A Massey
DD	194215	32830	11/01/2024	\$ (162.00)	Posted		Iris Nereida Santana
DD	194260	32834	11/01/2024	\$ (162.00)	Posted		Teneshia Monique Harrington
Check	194240	0	11/01/2024	\$ (162.00)	Posted		Natasha Laureano
Check	194244	0	11/01/2024	\$ (159.00)	Posted		Perry Flowers
Check	194238	0	11/01/2024	\$ (156.00)	Posted		Nancy Marilyn Estrada
Check	194250	0	11/01/2024	\$ (146.00)	Posted		Sarah M Kendrick
Check	194214	0	11/01/2024	\$ (138.00)	Posted		Iniara Allen
DD	194234	32832	11/01/2024	\$ (138.00)	Posted		Mary A Lopez
Check	194233	0	11/01/2024	\$ (137.00)	Posted		Martha Moore
Check	194197	0	11/01/2024	\$ (137.00)	Posted		Brenda Sparks
Check	194203	0	11/01/2024	\$ (137.00)	Posted		Corelle Wallace
Check	194201	0	11/01/2024	\$ (137.00)	Posted		Chevonne Boone
Check	194206	0	11/01/2024	\$ (137.00)	Posted		Duniya B Smith
Check	194209	0	11/01/2024	\$ (137.00)	Posted		Francoise M Rodriguez-Hernandez
Check	194222	0	11/01/2024	\$ (132.00)	Posted		Joslyn Lockwood
Check	194259	0	11/01/2024	\$ (129.00)	Posted		Tanya A. Solomon
Check	194212	0	11/01/2024	\$ (129.00)	Posted		Helen Suggs
Check	194253	0	11/01/2024	\$ (129.00)	Posted		Sharlene Bishop
Check	194264	0	11/01/2024	\$ (128.00)	Posted		Trenna Soares
Check	194265	0	11/01/2024	\$ (128.00)	Posted		Trevon Highsmith
Check	194219	0	11/01/2024	\$ (128.00)	Posted		Jannie Ellison
Check	194204	0	11/01/2024	\$ (126.00)	Posted		Djiba Kane
Check	194256	0	11/01/2024	\$ (126.00)	Posted		Talisha Inell Young
Check	194247	0	11/01/2024	\$ (126.00)	Posted		Rehossem Djrangaye
Check	194239	0	11/01/2024	\$ (124.00)	Posted		Natalie Rodriguez
Check	194217	0	11/01/2024	\$ (120.00)	Posted		Jacqueline Banks
Check	194251	0	11/01/2024	\$ (115.00)	Posted		Shalanda Rena Wiggins
Check	194248	0	11/01/2024	\$ (113.00)	Posted		Robyn Louise Green
Check	194267	0	11/01/2024	\$ (112.00)	Posted		Vanessa Myers
Check	194268	0	11/01/2024	\$ (109.00)	Posted		Victoria C Allen
Check	194266	0	11/01/2024	\$ (109.00)	Posted		Tyjon Watley
Check	194269	0	11/01/2024	\$ (98.00)	Posted		Yvonne A Barros
Check	194226	0	11/01/2024	\$ (91.00)	Posted		Latanya Evans
Check	194245	0	11/01/2024	\$ (87.00)	Posted		Preziosa Flores
Check	194200	0	11/01/2024	\$ (80.00)	Posted		Catalina Soto
Check	194195	0	11/01/2024	\$ (78.00)	Posted		Adrienne Simpson
Check	194231	0	11/01/2024	\$ (78.00)	Posted		Maria Rodriguez Quiles
DD	194262	32835	11/01/2024	\$ (76.00)	Posted		Thelma Goodwin
Check	194196	0	11/01/2024	\$ (74.00)	Posted		Beatriz Toro
Check	194258	0	11/01/2024	\$ (70.00)	Posted		Tanya Franklin
Check	194261	0	11/01/2024	\$ (67.00)	Posted		Terese Edwina Stevenson
Check	194252	0	11/01/2024	\$ (52.00)	Posted		Shaquonda Rashaya Hunte
Check	194242	0	11/01/2024	\$ (48.00)	Posted		Patty Burruss
Check	194207	0	11/01/2024	\$ (47.00)	Posted		Evelyn Santiago

Check	194224	0	11/01/2024	\$	(47.00)	Posted		Kiara Carmichael
Check	194241	0	11/01/2024	\$	(43.00)	Posted		Nicole D Suggs
Check	194211	0	11/01/2024	\$	(43.00)	Posted		Gwendolyn Tyson
Check	194229	0	11/01/2024	\$	(43.00)	Posted		Lindsay Derubis
Check	194237	0	11/01/2024	\$	(41.00)	Posted		Modi Saher
Check	194202	0	11/01/2024	\$	(26.00)	Posted		Connie J Tyson
Check	194243	0	11/01/2024	\$	(23.00)	Posted		Paula A Barnes
DD	194249	32833	11/01/2024	\$	(22.00)	Posted		Rosaura Luciano
Check	194232	0	11/01/2024	\$	(20.00)	Posted		Marsha A Thomas
Check	194213	0	11/01/2024	\$	(20.00)	Posted		Hytean Iona Nolan Sterling
Check	194223	0	11/01/2024	\$	(20.00)	Posted		Keldra C Harrison
Check	194255	0	11/01/2024	\$	(19.00)	Posted		Sor Perez
Check	194236	0	11/01/2024	\$	(16.00)	Posted		Mayra Oules
DD	0	32837	11/04/2024	\$	(10,112.92)	Posted		Ringcentral, Inc
DD	0	32836	11/04/2024	\$	(7,191.89)	Posted		Ringcentral, Inc
DD	0	32846	11/05/2024	\$	(31,003.49)	Posted		Trinity New Haven Housing Two Limited Partnership
DD	0	32839	11/05/2024	\$	(27,628.70)	Posted		Brookside 1 Associates LLC
DD	0	32838	11/05/2024	\$	(23,732.15)	Posted		Brookside 2 Associates LLC
DD	0	32844	11/05/2024	\$	(20,897.84)	Posted		Trinity New Haven Housing LP
DD	0	32847	11/05/2024	\$	(17,022.90)	Posted		Trinity Rowe, LP
DD	0	32841	11/05/2024	\$	(16,666.66)	Posted		Kelly Group Consultants LLC
DD	0	32843	11/05/2024	\$	(15,804.10)	Posted		Rockview 1 Associates LLC
DD	0	32845	11/05/2024	\$	(9,956.42)	Posted		Trinity New Haven Housing Three LP
DD	0	32842	11/05/2024	\$	(9,855.81)	Posted		Otis Elevator Company
Check	194305	0	11/05/2024	\$	(9,167.54)	Posted		Johnson Controls US Holdings LLC
Check	194306	0	11/05/2024	\$	(8,804.00)	Posted		Marcum LLP
Check	194297	0	11/05/2024	\$	(5,000.00)	Posted		DePino, Nunez & Biggs, LLC
DD	0	32849	11/05/2024	\$	(2,825.70)	Posted		Holly A Bryk
Check	194294	0	11/05/2024	\$	(2,339.38)	Posted		W.B. Mason Company Inc
Check	194288	0	11/05/2024	\$	(1,395.00)	Posted		Cobblestone System Corp
Check	194303	0	11/05/2024	\$	(1,231.77)	Posted		HD Supply Facilities Maintenance, Ltd
Check	194307	0	11/05/2024	\$	(1,082.50)	Posted		Stanley Convergent Security Solutions, Inc.
Check	194296	0	11/05/2024	\$	(968.93)	Posted		Aramark Refreshment Services
Check	194295	0	11/05/2024	\$	(960.00)	Posted		Advance Security Integration LLC dba Security 101
DD	0	32854	11/05/2024	\$	(730.44)	Posted		Schatara McKiver
DD	0	32850	11/05/2024	\$	(730.44)	Posted		Jasmine Yvonne Johnson
DD	0	32848	11/05/2024	\$	(730.44)	Posted		Ashley Shemone Keen
DD	0	32851	11/05/2024	\$	(730.44)	Posted		Jerry L. Blue
DD	0	32840	11/05/2024	\$	(702.00)	Posted		Home Services & More, LLC
Check	194289	0	11/05/2024	\$	(661.15)	Posted		F.W. Webb Company
Check	194293	0	11/05/2024	\$	(585.47)	Posted		Nica's Market LLC
Check	194310	0	11/05/2024	\$	(500.00)	Posted		Robin Miller-Godwin
DD	0	32852	11/05/2024	\$	(490.17)	Posted		New Horizon Communications Corp
Check	194308	0	11/05/2024	\$	(255.36)	Posted		Sunwealth Project Pool 14 LLC
Check	194309	0	11/05/2024	\$	(253.34)	Posted		Aramark Refreshment Services
Check	194304	0	11/05/2024	\$	(250.41)	Posted		Jairo H. Uribe
Check	194290	0	11/05/2024	\$	(197.94)	Posted		Frontier Communications of Company
Check	194292	0	11/05/2024	\$	(167.45)	Posted		Lakeya Moyer
DD	0	32855	11/05/2024	\$	(155.03)	Posted		Northwest Interpreters, Inc.
DD	0	32853	11/05/2024	\$	(132.80)	Posted		Ringcentral, Inc
Check	194311	0	11/05/2024	\$	(29.68)	Posted		United Illuminating
Check	194291	0	11/05/2024	\$	(25.85)	Posted		Infoshred, LLC
Check	194298	0	11/05/2024	\$	-	Posted	11/05/2024	HD Supply Facilities Maintenance, Ltd
Check	194299	0	11/05/2024	\$	-	Posted	11/05/2024	Jairo H. Uribe
Check	194301	0	11/05/2024	\$	-	Posted	11/05/2024	Marcum LLP
Check	194302	0	11/05/2024	\$	-	Posted	11/05/2024	Sunwealth Project Pool 14 LLC
Check	194300	0	11/05/2024	\$	-	Posted	11/05/2024	Johnson Controls US Holdings LLC
DD	0	32859	11/06/2024	\$	(14,210.84)	Posted		Reitman Personnel Services, Inc.
DD	0	32857	11/06/2024	\$	(13,142.70)	Posted		Reitman Personnel Services, Inc.
DD	0	32862	11/06/2024	\$	(12,011.27)	Posted		Reitman Personnel Services, Inc.
Check	194352	0	11/06/2024	\$	(10,456.32)	Posted		United Illuminating
Check	194347	0	11/06/2024	\$	(8,599.93)	Posted		Regional Water Authority
Check	194353	0	11/06/2024	\$	(8,411.18)	Posted		United Illuminating
DD	0	32860	11/06/2024	\$	(5,946.17)	Posted		360 Management Group, Co.
Check	194332	0	11/06/2024	\$	(4,680.90)	Posted		W.B. Mason Company Inc
Check	194349	0	11/06/2024	\$	(3,382.87)	Posted		Regional Water Authority
Check	194346	0	11/06/2024	\$	(3,267.47)	Posted		Regional Water Authority
Check	194327	0	11/06/2024	\$	(2,391.12)	Posted		Johns Refuse & Recycling, LLC
DD	0	32861	11/06/2024	\$	(2,000.54)	Posted		Holly A Bryk
DD	0	32858	11/06/2024	\$	(1,800.00)	Posted		Reitman Personnel Services, Inc.

Check	194351	0	11/06/2024	\$	(1,647.54)	Posted		Regional Water Authority
DD	0	32863	11/06/2024	\$	(1,065.00)	Posted		WebHouse Inc
Check	194328	0	11/06/2024	\$	(1,025.09)	Posted		Mystery Room LLC
Check	194350	0	11/06/2024	\$	(997.24)	Posted		Regional Water Authority
Check	194312	0	11/06/2024	\$	(824.09)	Posted		Aramark Refreshment Services
Check	194333	0	11/06/2024	\$	(800.00)	Posted		Ace Van & Storage, Inc.
Check	194330	0	11/06/2024	\$	(545.33)	Posted		Online Information Services, Inc
Check	194355	0	11/06/2024	\$	(347.32)	Posted		United Illuminating
Check	194336	0	11/06/2024	\$	(333.29)	Posted		Frontier Communications of Company
Check	194314	0	11/06/2024	\$	(302.85)	Posted		Comcast Cable
Check	194325	0	11/06/2024	\$	(302.85)	Posted		Comcast Cable
Check	194324	0	11/06/2024	\$	(298.35)	Posted		Comcast Cable
Check	194317	0	11/06/2024	\$	(262.50)	Posted		Comcast Cable
Check	194319	0	11/06/2024	\$	(258.31)	Posted		Comcast Cable
Check	194354	0	11/06/2024	\$	(239.06)	Posted		United Illuminating
Check	194348	0	11/06/2024	\$	(223.76)	Posted		Regional Water Authority
Check	194318	0	11/06/2024	\$	(210.85)	Posted		Comcast Cable
Check	194315	0	11/06/2024	\$	(202.85)	Posted		Comcast Cable
Check	194338	0	11/06/2024	\$	(201.14)	Posted		Frontier Communications of Company
Check	194342	0	11/06/2024	\$	(201.14)	Posted		Frontier Communications of Company
Check	194320	0	11/06/2024	\$	(198.35)	Posted		Comcast Cable
Check	194321	0	11/06/2024	\$	(198.35)	Posted		Comcast Cable
Check	194323	0	11/06/2024	\$	(198.35)	Posted		Comcast Cable
Check	194326	0	11/06/2024	\$	(198.35)	Posted		Comcast Cable
Check	194357	0	11/06/2024	\$	(191.00)	Posted		Ivan Maldonado
Check	194313	0	11/06/2024	\$	(164.85)	Posted		Comcast Cable
Check	194322	0	11/06/2024	\$	(164.85)	Posted		Comcast Cable
Check	194316	0	11/06/2024	\$	(162.85)	Posted		Comcast Cable
DD	0	32856	11/06/2024	\$	(160.00)	Posted		MINITPRINT Inc d/b/a Docuprintnow
Check	194329	0	11/06/2024	\$	(125.00)	Posted		National Center For Housing Mgmt.
Check	194335	0	11/06/2024	\$	(119.14)	Posted		Frontier Communications of Company
Check	194341	0	11/06/2024	\$	(119.14)	Posted		Frontier Communications of Company
Check	194343	0	11/06/2024	\$	(119.14)	Posted		Frontier Communications of Company
Check	194334	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194337	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194339	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194340	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194344	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194345	0	11/06/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194356	0	11/06/2024	\$	(78.10)	Posted		United Illuminating
Check	194331	0	11/06/2024	\$	(39.33)	Posted		Robin Miller-Godwin
DD	0	32874	11/07/2024	\$	(48,279.00)	Posted		New Haven Village Suites
DD	0	32872	11/07/2024	\$	(42,808.90)	Posted		Housing Authority of the City of New Haven
DD	0	32870	11/07/2024	\$	(19,432.00)	Posted		New Haven Village Suites
DD	0	32867	11/07/2024	\$	(16,320.00)	Posted		Crumbie Law Group, LLC
DD	0	32869	11/07/2024	\$	(11,517.87)	Posted		Crumbie Law Group, LLC
DD	0	32866	11/07/2024	\$	(8,513.12)	Posted		Crumbie Law Group, LLC
DD	0	32875	11/07/2024	\$	(6,721.29)	Posted		Lothrop Associates, LLP
Check	194358	0	11/07/2024	\$	(4,000.00)	Posted		Ace Van & Storage, Inc.
DD	0	32871	11/07/2024	\$	(2,239.10)	Posted		Holly A Bryk
DD	0	32873	11/07/2024	\$	(1,755.00)	Posted		Enviromed Services, Inc.
Check	194360	0	11/07/2024	\$	(735.00)	Posted		Supreme Corporation
DD	0	32864	11/07/2024	\$	(717.00)	Posted		Crumbie Law Group, LLC
Check	194361	0	11/07/2024	\$	(374.00)	Posted		Ace Van & Storage, Inc.
DD	0	32868	11/07/2024	\$	(238.00)	Posted		Crumbie Law Group, LLC
DD	0	32865	11/07/2024	\$	(153.00)	Posted		Crumbie Law Group, LLC
Check	194359	0	11/07/2024	\$	(36.27)	Posted		Network Electric And Security Systems, LLC
DD	0	32881	11/08/2024	\$	(36,297.38)	Posted		Home Services & More, LLC
DD	0	32880	11/08/2024	\$	(5,536.53)	Posted		Housing Development Fund, Inc.
DD	0	32879	11/08/2024	\$	(3,550.20)	Posted		Housing Authority of the City of New Haven
DD	0	32877	11/08/2024	\$	(3,427.63)	Posted		Holly A Bryk
Check	194381	0	11/08/2024	\$	(1,614.84)	Posted		Southern Connecticut Gas
Check	194372	0	11/08/2024	\$	(1,457.07)	Posted		Southern Connecticut Gas
Check	194383	0	11/08/2024	\$	(1,402.62)	Posted		Southern Connecticut Gas
Check	194384	0	11/08/2024	\$	(1,379.74)	Posted		Southern Connecticut Gas
Check	194382	0	11/08/2024	\$	(1,317.89)	Posted		Southern Connecticut Gas
Check	194392	0	11/08/2024	\$	(1,301.75)	Posted		Southern Connecticut Gas
Check	194386	0	11/08/2024	\$	(1,150.53)	Posted		Southern Connecticut Gas
Check	194374	0	11/08/2024	\$	(1,018.40)	Posted		Southern Connecticut Gas
Check	194379	0	11/08/2024	\$	(1,003.38)	Posted		Southern Connecticut Gas

Check	194375	0	11/08/2024	\$	(747.13)	Posted		Southern Connecticut Gas
Check	194373	0	11/08/2024	\$	(691.49)	Posted		Southern Connecticut Gas
Check	194370	0	11/08/2024	\$	(660.48)	Posted		Standard Insurance Company
DD	0	32878	11/08/2024	\$	(630.48)	Posted		Housing Authority of the City of New Haven
Check	194387	0	11/08/2024	\$	(481.41)	Posted		Southern Connecticut Gas
DD	0	32876	11/08/2024	\$	(394.00)	Posted		Cohen Key Shop
Check	194391	0	11/08/2024	\$	(364.94)	Posted		Southern Connecticut Gas
Check	194393	0	11/08/2024	\$	(362.47)	Posted		Southern Connecticut Gas
Check	194388	0	11/08/2024	\$	(352.23)	Posted		Southern Connecticut Gas
Check	194376	0	11/08/2024	\$	(328.53)	Posted		Southern Connecticut Gas
Check	194366	0	11/08/2024	\$	(314.31)	Posted		Comcast Cable
Check	194385	0	11/08/2024	\$	(309.86)	Posted		Southern Connecticut Gas
Check	194390	0	11/08/2024	\$	(221.13)	Posted		Southern Connecticut Gas
Check	194377	0	11/08/2024	\$	(206.76)	Posted		Southern Connecticut Gas
Check	194364	0	11/08/2024	\$	(186.72)	Posted		Aflac
Check	194365	0	11/08/2024	\$	(170.33)	Posted		Comcast Cable
Check	194368	0	11/08/2024	\$	(160.18)	Posted		Frontier Communications of Company
Check	194378	0	11/08/2024	\$	(153.21)	Posted		Southern Connecticut Gas
Check	194371	0	11/08/2024	\$	(136.99)	Posted		W.B. Mason Company Inc
Check	194362	0	11/08/2024	\$	(136.00)	Posted		Coreen Toussaint
Check	194363	0	11/08/2024	\$	(136.00)	Posted		Kanisha Newman
Check	194389	0	11/08/2024	\$	(131.18)	Posted		Southern Connecticut Gas
Check	194367	0	11/08/2024	\$	(119.14)	Posted		Frontier Communications of Company
Check	194369	0	11/08/2024	\$	(78.10)	Posted		Frontier Communications of Company
Check	194380	0	11/08/2024	\$	(15.64)	Posted		Southern Connecticut Gas
DD	0	32908	11/12/2024	\$	(11,655.75)	Posted		The Computer Company Inc
DD	0	32894	11/12/2024	\$	(10,823.08)	Posted		KJR Consulting
Check	194456	0	11/12/2024	\$	(7,332.76)	Posted		Engie North America Inc
DD	0	32891	11/12/2024	\$	(7,176.44)	Posted		Housing Insurance Services, Inc.
DD	0	32910	11/12/2024	\$	(4,260.00)	Posted		WebHouse Inc
Check	194448	0	11/12/2024	\$	(3,728.91)	Posted		Engie North America Inc
Check	194458	0	11/12/2024	\$	(3,328.98)	Posted		Home Depot
DD	0	32895	11/12/2024	\$	(2,831.05)	Posted		Kronos Incorporated
Check	194447	0	11/12/2024	\$	(2,720.60)	Posted		Engie North America Inc
DD	0	32914	11/12/2024	\$	(2,077.89)	Posted		Home Services & More, LLC
Check	194436	0	11/12/2024	\$	(1,750.00)	Posted		Ferdinand Escoffery
DD	0	32913	11/12/2024	\$	(1,603.50)	Posted		Autoscribe Corporation
Check	194439	0	11/12/2024	\$	(1,453.00)	Posted		MZNH Holdings LLC
DD	0	32904	11/12/2024	\$	(1,440.00)	Posted		Penfield Communications
Check	194459	0	11/12/2024	\$	(1,391.87)	Posted		United Illuminating
Check	194433	0	11/12/2024	\$	(1,270.00)	Posted		Davendra Ramdat
Check	194434	0	11/12/2024	\$	(1,243.00)	Posted		Deloris A Watson
Check	194426	0	11/12/2024	\$	(960.00)	Posted		State Of Connecticut
Check	194449	0	11/12/2024	\$	(897.19)	Posted		Engie North America Inc
Check	194446	0	11/12/2024	\$	(708.07)	Posted		Engie North America Inc
Check	194465	0	11/12/2024	\$	(637.33)	Posted		Skyview Ridgefield LLC
Check	194438	0	11/12/2024	\$	(603.00)	Posted		Keionna Murphy
Check	194437	0	11/12/2024	\$	(470.00)	Posted		Janida Hernandez
Check	194432	0	11/12/2024	\$	(461.00)	Posted		Caroline Contreras
Check	194442	0	11/12/2024	\$	(440.00)	Posted		Rhodella Woods
Check	194431	0	11/12/2024	\$	(422.00)	Posted		Angel McPhaul
Check	194450	0	11/12/2024	\$	(292.81)	Posted		Engie North America Inc
Check	194444	0	11/12/2024	\$	(251.00)	Posted		Stephanie Marie Cox
Check	194466	0	11/12/2024	\$	(250.00)	Posted		Melody Ramos
DD	0	32912	11/12/2024	\$	(214.00)	Posted		Glendower Ribicoff, LLC
Check	194445	0	11/12/2024	\$	(209.00)	Posted		Traci Frasier
Check	194430	0	11/12/2024	\$	(201.00)	Posted		Ana Bertha Paredes Obregon
Check	194427	0	11/12/2024	\$	(200.00)	Posted		Stevie Jackson
DD	0	32885	11/12/2024	\$	(200.00)	Posted		Alberta Witherspoon
Check	194404	0	11/12/2024	\$	(200.00)	Posted		Darius K Reid
Check	194418	0	11/12/2024	\$	(200.00)	Posted		Marta Laboy
DD	0	32890	11/12/2024	\$	(200.00)	Posted		Doris J Doward
DD	0	32884	11/12/2024	\$	(200.00)	Posted		Alberta W Golden
Check	194400	0	11/12/2024	\$	(200.00)	Posted		Brenda J Harris
DD	0	32898	11/12/2024	\$	(200.00)	Posted		Linda Cross
DD	0	32882	11/12/2024	\$	(200.00)	Posted		Airess Johnson
Check	194425	0	11/12/2024	\$	(200.00)	Posted		Shantour Jackson
Check	194422	0	11/12/2024	\$	(200.00)	Posted		Roberto Roman-Negron
DD	0	32900	11/12/2024	\$	(200.00)	Posted		Patricia Mabry
Check	194416	0	11/12/2024	\$	(200.00)	Posted		Major Banks

Check	194402	0	11/12/2024	\$	(200.00)	Posted		Christy A Pedini
DD	0	32902	11/12/2024	\$	(200.00)	Posted		Paul A Kates
DD	0	32901	11/12/2024	\$	(200.00)	Posted		Patricia Thorpe
Check	194417	0	11/12/2024	\$	(200.00)	Posted		Maritza Baez
DD	0	32887	11/12/2024	\$	(200.00)	Posted		Deborah Hudson
Check	194401	0	11/12/2024	\$	(200.00)	Posted		Bruce Gatling
DD	0	32896	11/12/2024	\$	(200.00)	Posted		Lagreta Riles
DD	0	32888	11/12/2024	\$	(200.00)	Posted		Dennis Nathaniel Jenkins
DD	0	32886	11/12/2024	\$	(200.00)	Posted		Alicia M Spencer
DD	0	32889	11/12/2024	\$	(200.00)	Posted		Donna Santiago
DD	0	32907	11/12/2024	\$	(200.00)	Posted		Teresa Nela Caporale
DD	0	32892	11/12/2024	\$	(200.00)	Posted		Jonathan Stewart
DD	0	32905	11/12/2024	\$	(200.00)	Posted		Perry Lamar Gary
Check	194405	0	11/12/2024	\$	(200.00)	Posted		Edward Beverley
Check	194419	0	11/12/2024	\$	(200.00)	Posted		Miguel Avila
DD	0	32911	11/12/2024	\$	(200.00)	Posted		Willard E. Ford
Check	194423	0	11/12/2024	\$	(200.00)	Posted		Russell Roberson
Check	194399	0	11/12/2024	\$	(200.00)	Posted		Billy Ray Mathews
DD	0	32883	11/12/2024	\$	(200.00)	Posted		Al Mccoy Langston
DD	0	32903	11/12/2024	\$	(200.00)	Posted		Pedro Octavio Jimenez
Check	194409	0	11/12/2024	\$	(200.00)	Posted		Hector A Lozada-Osorio
Check	194420	0	11/12/2024	\$	(200.00)	Posted		Noraima Avila
Check	194395	0	11/12/2024	\$	(200.00)	Posted		Angela Dixon
DD	0	32897	11/12/2024	\$	(200.00)	Posted		Lavern Davis
DD	0	32899	11/12/2024	\$	(200.00)	Posted		Luz E Torres
Check	194396	0	11/12/2024	\$	(200.00)	Posted		Annette Yancey
DD	0	32893	11/12/2024	\$	(200.00)	Posted		Keith Davis
DD	0	32906	11/12/2024	\$	(200.00)	Posted		Ralph Berryman
Check	194398	0	11/12/2024	\$	(200.00)	Posted		Avis Grant
Check	194412	0	11/12/2024	\$	(200.00)	Posted		Janet Poole
Check	194403	0	11/12/2024	\$	(200.00)	Posted		Clenison Dickey
Check	194411	0	11/12/2024	\$	(200.00)	Posted		James Jenkins
Check	194406	0	11/12/2024	\$	(200.00)	Posted		Gail Pressley
Check	194424	0	11/12/2024	\$	(200.00)	Posted		Sean Holland
Check	194428	0	11/12/2024	\$	(200.00)	Posted		Teethenia Stroud
Check	194415	0	11/12/2024	\$	(200.00)	Posted		Lee C Moore
Check	194408	0	11/12/2024	\$	(200.00)	Posted		Glenda Streater
DD	0	32909	11/12/2024	\$	(200.00)	Posted		Todd Collins
Check	194413	0	11/12/2024	\$	(200.00)	Posted		Jennifer Malone
Check	194394	0	11/12/2024	\$	(200.00)	Posted		Adalberto Rivera
Check	194407	0	11/12/2024	\$	(200.00)	Posted		George G Robinson
Check	194443	0	11/12/2024	\$	(157.00)	Posted		Rosayda D Sanchez
Check	194435	0	11/12/2024	\$	(150.00)	Posted		Ernestine Barnes
Check	194457	0	11/12/2024	\$	(129.23)	Posted		HD Supply Facilities Maintenance, Ltd
Check	194410	0	11/12/2024	\$	(127.75)	Posted		Infoshred, LLC
Check	194441	0	11/12/2024	\$	(113.00)	Posted		Raven Taylor
Check	194429	0	11/12/2024	\$	(89.45)	Posted		Home Depot
Check	194421	0	11/12/2024	\$	(67.76)	Posted		Regional Water Authority
Check	194440	0	11/12/2024	\$	(67.00)	Posted		Natalya Troutman
Check	194460	0	11/12/2024	\$	(33.87)	Posted		United Illuminating
Check	194454	0	11/12/2024	\$	(29.25)	Posted		Engie North America Inc
Check	194464	0	11/12/2024	\$	(25.00)	Posted		Marie Antoinette Turner
Check	194462	0	11/12/2024	\$	(25.00)	Posted		Cynthia N Rogers
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DD	0	32915	11/12/2024	\$	(25.00)	Posted		Patricia Mabry
Check	194461	0	11/12/2024	\$	(25.00)	Posted		Alma Keys
Check	194451	0	11/12/2024	\$	(19.27)	Posted		Engie North America Inc
Check	194397	0	11/12/2024	\$	(17.09)	Posted		Aramark Refreshment Services
Check	194452	0	11/12/2024	\$	(13.97)	Posted		Engie North America Inc
Check	194455	0	11/12/2024	\$	(5.80)	Posted		Engie North America Inc
Check	194453	0	11/12/2024	\$	(2.53)	Posted		Engie North America Inc
Check	194414	0	11/12/2024	\$	-	Posted	11/26/2024	Judy Cosby
Check	194479	0	11/13/2024	\$	(53,000.00)	Posted		Patriquin Architects, P.C.
DD	0	32916	11/13/2024	\$	(32,330.39)	Posted		CWPM, LLC
Check	194468	0	11/13/2024	\$	(6,832.35)	Posted		Aramark Refreshment Services
Check	194477	0	11/13/2024	\$	(5,930.19)	Posted		Verizon Wireless
Check	194475	0	11/13/2024	\$	(4,403.93)	Posted		Verizon Wireless
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Check	194471	0	11/13/2024	\$	(2,975.54)	Posted		Hearst Media Services Connecticut, LLC
Check	194469	0	11/13/2024	\$	(2,474.51)	Posted		City of New Haven

Check	194473	0	11/13/2024	\$ (1,367.39)	Posted		Johnson Controls US Holdings LLC
Check	194474	0	11/13/2024	\$ (868.62)	Posted		Online Information Services, Inc
Check	194467	0	11/13/2024	\$ (495.00)	Posted		Ace Van & Storage, Inc.
Check	194470	0	11/13/2024	\$ (201.75)	Posted		HD Supply Facilities Maintenance, Ltd
Check	194478	0	11/13/2024	\$ (54.99)	Posted		Francisco Rivera
Check	194472	0	11/13/2024	\$ (4.31)	Posted		Home Depot
Check	194487	0	11/14/2024	\$ (149,367.83)	Posted		VASE Management LLC
DD	0	32920	11/14/2024	\$ (88,725.00)	Posted		Paul B. Bailey Architect
DD	0	32917	11/14/2024	\$ (22,139.00)	Posted		212 Exchange Street LLC
Check	194492	0	11/14/2024	\$ (9,531.00)	Posted		Hands On Moving, LLC
DD	0	32919	11/14/2024	\$ (8,770.51)	Posted		Kenneth Boroson Architects, LLC
DD	0	32918	11/14/2024	\$ (8,666.67)	Posted		NuEnergen, LLC
Check	194490	0	11/14/2024	\$ (3,325.00)	Posted		Sylva Developers, LLC
Check	194481	0	11/14/2024	\$ (3,190.00)	Posted		State Of Connecticut
Check	194480	0	11/14/2024	\$ (1,244.11)	Posted		Regional Water Authority
Check	194488	0	11/14/2024	\$ (1,000.00)	Posted		Greenwich Plymouth3 & Kimberly LLC
Check	194491	0	11/14/2024	\$ (90.00)	Posted		YCH Investment LLC
Check	194483	0	11/14/2024	\$ (31.17)	Posted		United Illuminating
Check	194485	0	11/14/2024	\$ (12.82)	Posted		United Illuminating
Check	194482	0	11/14/2024	\$ (11.67)	Posted		United Illuminating
Check	194484	0	11/14/2024	\$ (6.28)	Posted		United Illuminating
Check	194486	0	11/14/2024	\$ (5.99)	Posted		United Illuminating
Check	194489	0	11/14/2024	\$ -	Posted	11/14/2024	Northeast Electrical Distributors & Eagle Electric
DD	0	32921	11/15/2024	\$ (3,150.00)	Posted		Nobe Construction Company
Check	194493	0	11/15/2024	\$ (1,000.00)	Posted		Greenwich Plymouth3 & Kimberly LLC
DD	0	32922	11/18/2024	\$ (14,327.03)	Posted		CWPM, LLC
Check	194509	0	11/18/2024	\$ (6,887.07)	Posted		United Illuminating
DD	0	32924	11/18/2024	\$ (2,896.00)	Posted		Home Services & More, LLC
Check	194495	0	11/18/2024	\$ (2,500.00)	Posted		Columbus House, Inc
Check	194499	0	11/18/2024	\$ (2,220.28)	Posted		HD Supply Facilities Maintenance, Ltd
DD	0	32925	11/18/2024	\$ (1,590.16)	Posted		Kone Inc.
Check	194506	0	11/18/2024	\$ (1,518.81)	Posted		Southern Connecticut Gas
DD	0	32927	11/18/2024	\$ (1,338.40)	Posted		Sparks Security LLC
Check	194494	0	11/18/2024	\$ (1,300.00)	Posted		Ace Van & Storage, Inc.
Check	194496	0	11/18/2024	\$ (1,037.23)	Posted		Eagle Elevator Company, Inc.
Check	194500	0	11/18/2024	\$ (1,026.01)	Posted		Johnson Controls US Holdings LLC
DD	0	32923	11/18/2024	\$ (1,006.48)	Posted		Holly A Bryk
Check	194508	0	11/18/2024	\$ (796.78)	Posted		United Illuminating
Check	194513	0	11/18/2024	\$ (714.69)	Posted		W. B. Mason Company Inc
Check	194505	0	11/18/2024	\$ (686.56)	Posted		Southern Connecticut Gas
DD	0	32926	11/18/2024	\$ (619.27)	Posted		Maria Carmona
Check	194504	0	11/18/2024	\$ (583.99)	Posted		Regional Water Authority
Check	194511	0	11/18/2024	\$ (504.47)	Posted		United Illuminating
Check	194503	0	11/18/2024	\$ (500.00)	Posted		Melody Ramos
Check	194510	0	11/18/2024	\$ (399.81)	Posted		United Illuminating
Check	194512	0	11/18/2024	\$ (336.15)	Posted		Aramark Refreshment Services
Check	194507	0	11/18/2024	\$ (131.31)	Posted		Tarin Evans
Check	194498	0	11/18/2024	\$ (83.27)	Posted		Frontier Communications of Company
Check	194502	0	11/18/2024	\$ (55.61)	Posted		Melody Ramos
Check	194501	0	11/18/2024	\$ (48.44)	Posted		Kimberly Johansen
Check	194497	0	11/18/2024	\$ (25.12)	Posted		Federal Express Corp.
Check	194514	0	11/19/2024	\$ (9,384.05)	Posted		Ricoh USA Inc
Check	194519	0	11/19/2024	\$ (1,011.00)	Posted		Nahro
DD	0	32930	11/19/2024	\$ (826.06)	Posted		Knight's Inc
DD	0	32931	11/19/2024	\$ (720.00)	Posted		Mechanical Heating and Air Conditioning, Inc
Check	194518	0	11/19/2024	\$ (522.64)	Posted		Metropolitan Life Insurance Company USA
DD	0	32929	11/19/2024	\$ (400.00)	Posted		Hartford Truck Equipment, Inc.
Check	194517	0	11/19/2024	\$ (299.96)	Posted		Legal Shield
Check	194516	0	11/19/2024	\$ (221.04)	Posted		Coreen Toussaint
DD	0	32932	11/19/2024	\$ (182.25)	Posted		Northwest Interpreters, Inc.
DD	0	32928	11/19/2024	\$ (5.00)	Posted		Cohen Key Shop
Check	194515	0	11/19/2024	\$ -	Posted	12/03/2024	Colonial Life & Accident Insurance
DD	0	32933	11/20/2024	\$ (166,364.65)	Posted		360 Management Group. Co.
DD	0	32937	11/20/2024	\$ (54,833.09)	Posted		Mechanical Heating and Air Conditioning, Inc
Check	194529	0	11/20/2024	\$ (11,282.99)	Posted		HD Supply Facilities Maintenance, Ltd
Check	194566	0	11/20/2024	\$ (8,663.20)	Posted		Cascade Fine Catering LLC
Check	194528	0	11/20/2024	\$ (6,972.20)	Posted		AM/PM Glass & Metal Fab., LLC
Check	194521	0	11/20/2024	\$ (6,696.84)	Posted		City of New Haven
Check	194557	0	11/20/2024	\$ (6,096.74)	Posted		Verizon Wireless
Check	194527	0	11/20/2024	\$ (5,155.00)	Posted		Frankson Fence Company

DD	0	32939	11/20/2024	\$ (2,401.40)	Posted	Cohen Key Shop
Check	194545	0	11/20/2024	\$ (2,240.28)	Posted	United Illuminating
Check	194523	0	11/20/2024	\$ (2,091.92)	Posted	Engie North America Inc
Check	194555	0	11/20/2024	\$ (1,702.20)	Posted	United Illuminating
Check	194563	0	11/20/2024	\$ (1,619.73)	Posted	Frontier Communications of Company
Check	194551	0	11/20/2024	\$ (1,561.36)	Posted	United Illuminating
Check	194534	0	11/20/2024	\$ (1,539.30)	Posted	Regional Water Authority
Check	194546	0	11/20/2024	\$ (1,439.20)	Posted	United Illuminating
Check	194552	0	11/20/2024	\$ (1,280.01)	Posted	United Illuminating
Check	194547	0	11/20/2024	\$ (1,259.46)	Posted	United Illuminating
Check	194553	0	11/20/2024	\$ (1,257.61)	Posted	United Illuminating
Check	194540	0	11/20/2024	\$ (1,138.68)	Posted	Southern Connecticut Gas
Check	194548	0	11/20/2024	\$ (1,122.06)	Posted	United Illuminating
Check	194561	0	11/20/2024	\$ (1,102.45)	Posted	Frontier Communications of Company
Check	194564	0	11/20/2024	\$ (1,020.56)	Posted	Home Depot
Check	194556	0	11/20/2024	\$ (991.91)	Posted	United Illuminating
DD	0	32938	11/20/2024	\$ (985.00)	Posted	La Voz Hispana Newsprint
Check	194539	0	11/20/2024	\$ (882.21)	Posted	Southern Connecticut Gas
Check	194535	0	11/20/2024	\$ (867.44)	Posted	Regional Water Authority
Check	194549	0	11/20/2024	\$ (840.24)	Posted	United Illuminating
Check	194554	0	11/20/2024	\$ (818.71)	Posted	United Illuminating
Check	194536	0	11/20/2024	\$ (808.80)	Posted	Ricoh USA Inc
DD	0	32934	11/20/2024	\$ (780.46)	Posted	Holly A Bryk
DD	0	32936	11/20/2024	\$ (778.28)	Posted	Hartford Truck Equipment, Inc.
Check	194533	0	11/20/2024	\$ (768.91)	Posted	Regional Water Authority
Check	194520	0	11/20/2024	\$ (625.13)	Posted	Canon Solutions America Inc.
Check	194537	0	11/20/2024	\$ (490.00)	Posted	Stanley Convergent Security Solutions, INC.
Check	194550	0	11/20/2024	\$ (408.98)	Posted	United Illuminating
Check	194538	0	11/20/2024	\$ (356.48)	Posted	W. B. Mason Company Inc
Check	194562	0	11/20/2024	\$ (314.68)	Posted	Frontier Communications of Company
Check	194544	0	11/20/2024	\$ (272.63)	Posted	United Illuminating
Check	194558	0	11/20/2024	\$ (269.35)	Posted	Comcast Cable
DD	0	32940	11/20/2024	\$ (248.00)	Posted	Eagle Leasing Company
Check	194560	0	11/20/2024	\$ (237.85)	Posted	Comcast Cable
Check	194559	0	11/20/2024	\$ (205.63)	Posted	Comcast Cable
Check	194543	0	11/20/2024	\$ (197.71)	Posted	United Illuminating
Check	194522	0	11/20/2024	\$ (187.10)	Posted	Engie North America Inc
Check	194531	0	11/20/2024	\$ (135.52)	Posted	Regional Water Authority
Check	194524	0	11/20/2024	\$ (133.45)	Posted	Engie North America Inc
DD	0	32935	11/20/2024	\$ (130.60)	Posted	Palace Garage dba York Service Center
Check	194532	0	11/20/2024	\$ (57.22)	Posted	Regional Water Authority
Check	194567	0	11/20/2024	\$ (56.41)	Posted	Kimberly Johansen
Check	194541	0	11/20/2024	\$ (54.48)	Posted	United Illuminating
Check	194568	0	11/20/2024	\$ (49.18)	Posted	Taisha Rivera-Franklin dba Sweet Treats Celebrations, LLC
Check	194542	0	11/20/2024	\$ (40.46)	Posted	United Illuminating
Check	194565	0	11/20/2024	\$ (39.98)	Posted	Amelia Rodriguez
Check	194526	0	11/20/2024	\$ (29.80)	Posted	Engie North America Inc
Check	194530	0	11/20/2024	\$ (25.85)	Posted	Infoshred, LLC
Check	194525	0	11/20/2024	\$ (15.55)	Posted	Engie North America Inc
Check	194569	0	11/21/2024	\$ (23,187.62)	Posted	United Illuminating
DD	0	32941	11/21/2024	\$ (13,841.66)	Posted	Reitman Personnel Services, Inc.
Check	194572	0	11/21/2024	\$ (3,597.32)	Posted	Regional Water Authority
Check	194571	0	11/21/2024	\$ (2,499.71)	Posted	Regional Water Authority
Check	194575	0	11/21/2024	\$ (687.13)	Posted	United Illuminating
Check	194576	0	11/21/2024	\$ (305.38)	Posted	United Illuminating
Check	194573	0	11/21/2024	\$ (300.38)	Posted	Southern Connecticut Gas
Check	194570	0	11/21/2024	\$ (118.55)	Posted	Answer Plus Communications
Check	194574	0	11/21/2024	\$ (63.78)	Posted	Southern Connecticut Gas
DD	0	32942	11/22/2024	\$ (116,364.29)	Posted	360 Management Group, Co.
Check	194577	0	11/22/2024	\$ (23,880.52)	Posted	Home Depot
Check	194578	0	11/22/2024	\$ (16,650.00)	Posted	Payne Environmental
DD	0	32943	11/22/2024	\$ (16,540.02)	Posted	360 Management Group, Co.
Check	194600	0	11/22/2024	\$ (4,719.07)	Posted	United Illuminating
Check	194601	0	11/22/2024	\$ (4,145.15)	Posted	United Illuminating
Check	194596	0	11/22/2024	\$ (4,026.47)	Posted	United Illuminating
Check	194591	0	11/22/2024	\$ (3,362.93)	Posted	United Illuminating
Check	194595	0	11/22/2024	\$ (3,051.37)	Posted	United Illuminating
Check	194585	0	11/22/2024	\$ (2,927.23)	Posted	United Illuminating
Check	194579	0	11/22/2024	\$ (2,872.78)	Posted	Pep Boys
Check	194588	0	11/22/2024	\$ (2,620.37)	Posted	United Illuminating

Check	194594	0	11/22/2024	\$	(2,581.67)	Posted		United Illuminating
Check	194592	0	11/22/2024	\$	(2,571.30)	Posted		United Illuminating
Check	194581	0	11/22/2024	\$	(2,479.08)	Posted		United Illuminating
Check	194589	0	11/22/2024	\$	(2,367.21)	Posted		United Illuminating
Check	194584	0	11/22/2024	\$	(2,343.57)	Posted		United Illuminating
Check	194586	0	11/22/2024	\$	(2,324.19)	Posted		United Illuminating
Check	194593	0	11/22/2024	\$	(2,311.83)	Posted		United Illuminating
Check	194590	0	11/22/2024	\$	(2,013.84)	Posted		United Illuminating
Check	194587	0	11/22/2024	\$	(1,944.79)	Posted		United Illuminating
Check	194602	0	11/22/2024	\$	(1,559.66)	Posted		United Illuminating
Check	194603	0	11/22/2024	\$	(1,525.06)	Posted		United Illuminating
Check	194599	0	11/22/2024	\$	(871.53)	Posted		United Illuminating
Check	194598	0	11/22/2024	\$	(597.75)	Posted		United Illuminating
Check	194597	0	11/22/2024	\$	(542.92)	Posted		United Illuminating
Check	194604	0	11/22/2024	\$	(242.45)	Posted		United Illuminating
Check	194583	0	11/22/2024	\$	(37.77)	Posted		United Illuminating
Check	194580	0	11/22/2024	\$	(31.87)	Posted		United Illuminating
Check	194582	0	11/22/2024	\$	(18.06)	Posted		United Illuminating
DD	0	32951	11/25/2024	\$	(18,475.00)	Posted		McCarter & English, LLP
DD	0	32949	11/25/2024	\$	(8,430.00)	Posted		Berchem Moses PC
DD	0	32950	11/25/2024	\$	(4,386.00)	Posted		Berchem Moses PC
DD	0	32952	11/25/2024	\$	(3,135.98)	Posted		Glendower McConaughy Terrace 9% LLC
Check	194605	0	11/25/2024	\$	(2,515.06)	Posted		Deluxe Business Form
DD	0	32944	11/25/2024	\$	(2,329.50)	Posted		Berchem Moses PC
DD	0	32947	11/25/2024	\$	(2,002.08)	Posted		Gilson Software Solutions - PHA, LLC.
DD	0	32945	11/25/2024	\$	(1,953.00)	Posted		Berchem Moses PC
Check	194607	0	11/25/2024	\$	(1,127.96)	Posted		Ricoh USA Inc
Check	194606	0	11/25/2024	\$	(940.00)	Posted		Johnson Controls Inc
DD	0	32953	11/25/2024	\$	(868.98)	Posted		Housing Authority of the City of New Haven
DD	0	32948	11/25/2024	\$	(380.00)	Posted		McCarter & English, LLP
DD	0	32946	11/25/2024	\$	(85.00)	Posted		Cohen Key Shop
Check	194608	0	11/25/2024	\$	(46.00)	Posted		Yale New Haven Hospital
Check	194742	0	11/26/2024	\$	(224,877.64)	Posted		Anthem Blue Cross/Blue Shield
Check	194793	0	11/26/2024	\$	(138,193.75)	Posted		Patriquin Architects, P.C.
DD	0	32978	11/26/2024	\$	(52,180.00)	Posted		McCarter & English, LLP
Check	194748	0	11/26/2024	\$	(21,919.31)	Posted		Engie North America Inc
Check	194762	0	11/26/2024	\$	(17,996.89)	Posted		HD Supply Facilities Maintenance, Ltd
Check	194746	0	11/26/2024	\$	(14,241.05)	Posted		Comcast Cable
Check	194777	0	11/26/2024	\$	(12,912.06)	Posted		Anthem Blue Cross/Blue Shield
Check	194610	0	11/26/2024	\$	(8,800.00)	Posted		Ace Van & Storage, Inc.
Check	194758	0	11/26/2024	\$	(8,469.71)	Posted		Engie North America Inc
DD	0	32973	11/26/2024	\$	(8,000.00)	Posted		The Narrative Project, LLC
DD	0	32979	11/26/2024	\$	(7,871.50)	Posted		Pullman & Comley, LLC
Check	194779	0	11/26/2024	\$	(7,018.22)	Posted		Home Depot
Check	194760	0	11/26/2024	\$	(6,742.06)	Posted		F.W. Webb Company
Check	194757	0	11/26/2024	\$	(6,414.60)	Posted		Engie North America Inc
DD	0	32980	11/26/2024	\$	(5,415.00)	Posted		Sylva Developers, LLC
DD	0	32955	11/26/2024	\$	(5,150.00)	Posted		Nobe Construction Company
Check	194776	0	11/26/2024	\$	(4,605.65)	Posted		Yale Termite & Pest Elimination Corp.
Check	194769	0	11/26/2024	\$	(4,462.10)	Posted		Regional Water Authority
DD	0	32977	11/26/2024	\$	(3,845.00)	Posted		Housing Insurance Services, Inc.
Check	194754	0	11/26/2024	\$	(3,614.83)	Posted		Engie North America Inc
DD	0	32964	11/26/2024	\$	(3,231.00)	Posted		212 Exchange Street LLC
Check	194773	0	11/26/2024	\$	(2,636.95)	Posted		Torello Tire Inc.
DD	0	32968	11/26/2024	\$	(2,551.56)	Posted		Housing Authority of the City of New Haven
Check	194770	0	11/26/2024	\$	(2,428.74)	Posted		Regional Water Authority
Check	194771	0	11/26/2024	\$	(2,396.92)	Posted		Ricoh USA Inc
Check	194756	0	11/26/2024	\$	(2,242.00)	Posted		Engie North America Inc
Check	194759	0	11/26/2024	\$	(2,124.85)	Posted		Engie North America Inc
Check	194764	0	11/26/2024	\$	(1,911.72)	Posted		Infoshred, LLC
DD	0	32975	11/26/2024	\$	(1,875.00)	Posted		Enviromed Services, Inc.
Check	194767	0	11/26/2024	\$	(1,800.00)	Posted		Postmaster
Check	194789	0	11/26/2024	\$	(1,750.00)	Posted		Ferdinand Escoffery
DD	0	32967	11/26/2024	\$	(1,695.00)	Posted		Crown Castle Fiber LLC
Check	194763	0	11/26/2024	\$	(1,325.36)	Posted		Home Depot
Check	194787	0	11/26/2024	\$	(1,270.00)	Posted		Davendra Ramdat
Check	194788	0	11/26/2024	\$	(1,243.00)	Posted		Deloris A Watson
DD	0	32974	11/26/2024	\$	(1,112.02)	Posted		Berchem Moses PC
Check	194782	0	11/26/2024	\$	(1,000.00)	Posted		Gamzol Realty, LLC
Check	194611	0	11/26/2024	\$	(999.00)	Posted		City of New Haven

DD	0	32966	11/26/2024	\$	(760.00)	Posted		Cohen Key Shop
Check	194745	0	11/26/2024	\$	(618.04)	Posted		Comcast Cable
Check	194791	0	11/26/2024	\$	(603.00)	Posted		Keionna Murphy
Check	194775	0	11/26/2024	\$	(600.16)	Posted		United Illuminating
DD	0	32969	11/26/2024	\$	(550.00)	Posted		Palace Garage dba York Service Center
Check	194772	0	11/26/2024	\$	(480.40)	Posted		Stanley Convergent Security Solutions, Inc.
Check	194790	0	11/26/2024	\$	(470.00)	Posted		Janida Hernandez
Check	194786	0	11/26/2024	\$	(461.00)	Posted		Caroline Contreras
Check	194795	0	11/26/2024	\$	(440.00)	Posted		Rhodella Woods
Check	194785	0	11/26/2024	\$	(422.00)	Posted		Angel McPhaul
Check	194797	0	11/26/2024	\$	(251.00)	Posted		Stephanie Marie Cox
Check	194743	0	11/26/2024	\$	(249.97)	Posted		ARAMARK Uniform & Career Apparel
DD	0	32976	11/26/2024	\$	(214.00)	Posted		Glendower Ribicoff, LLC
Check	194798	0	11/26/2024	\$	(209.00)	Posted		Traci Frasier
Check	194784	0	11/26/2024	\$	(201.00)	Posted		Ana Bertha Paredes Obregon
Check	194609	0	11/26/2024	\$	(200.00)	Posted		Judy Cosby
Check	194750	0	11/26/2024	\$	(196.40)	Posted		Engie North America Inc
Check	194774	0	11/26/2024	\$	(164.62)	Posted		Tracey Neal
Check	194796	0	11/26/2024	\$	(157.00)	Posted		Rosayda D Sanchez
Check	194733	0	11/26/2024	\$	(150.00)	Posted		Jose Solivan
Check	194734	0	11/26/2024	\$	(150.00)	Posted		Julian Solivan
Check	194736	0	11/26/2024	\$	(150.00)	Posted		Mekhi Jones
Check	194735	0	11/26/2024	\$	(150.00)	Posted		Kennedy Barnes
Check	194732	0	11/26/2024	\$	(150.00)	Posted		Joana Herrera
Check	194737	0	11/26/2024	\$	(150.00)	Posted		Oliver Smith
Check	194731	0	11/26/2024	\$	(150.00)	Posted		Jadriel A Solivan
Check	194729	0	11/26/2024	\$	(150.00)	Posted		Christopher A Alvarez
Check	194730	0	11/26/2024	\$	(150.00)	Posted		Harmoni Lanae Thomas
Check	194739	0	11/26/2024	\$	(150.00)	Posted		Takyr M Atkinson
Check	194738	0	11/26/2024	\$	(150.00)	Posted		Shaniya M Atkinson
Check	194727	0	11/26/2024	\$	(150.00)	Posted		Aden Anthony Gilmore
Check	194728	0	11/26/2024	\$	(150.00)	Posted		Alani D Mack
Check	194741	0	11/26/2024	\$	(150.00)	Posted		Nasir Dorsey
DD	0	32965	11/26/2024	\$	(144.00)	Posted		360 Management Group. Co.
Check	194768	0	11/26/2024	\$	(123.69)	Posted		Regional Water Authority
Check	194778	0	11/26/2024	\$	(120.00)	Posted		Ruth Watley
Check	194794	0	11/26/2024	\$	(113.00)	Posted		Raven Taylor
Check	194781	0	11/26/2024	\$	(100.00)	Posted		Rosanne D Bowman
DD	0	32954	11/26/2024	\$	(90.00)	Posted		Berchem Moses PC
DD	0	32970	11/26/2024	\$	(88.53)	Posted		Ringcentral, Inc
DD	0	32971	11/26/2024	\$	(88.53)	Posted		Ringcentral, Inc
DD	0	32972	11/26/2024	\$	(70.00)	Posted		The Computer Company Inc
Check	194755	0	11/26/2024	\$	(68.42)	Posted		Engie North America Inc
Check	194792	0	11/26/2024	\$	(67.00)	Posted		Natalya Troutman
Check	194761	0	11/26/2024	\$	(65.72)	Posted		Frieda Hawley
Check	194766	0	11/26/2024	\$	(65.72)	Posted		Pamela Garcia
Check	194765	0	11/26/2024	\$	(65.72)	Posted		Irtaza Zaidi
Check	194744	0	11/26/2024	\$	(65.54)	Posted		Cincinnati Copiers, Inc
Check	194780	0	11/26/2024	\$	(50.00)	Posted		Ruth Watley
Check	194783	0	11/26/2024	\$	(50.00)	Posted		Gamzol Realty, LLC
Check	194751	0	11/26/2024	\$	(5.61)	Posted		Engie North America Inc
Check	194752	0	11/26/2024	\$	(4.43)	Posted		Engie North America Inc
Check	194747	0	11/26/2024	\$	(4.11)	Posted		Engie North America Inc
Check	194753	0	11/26/2024	\$	(4.10)	Posted		Engie North America Inc
Check	194749	0	11/26/2024	\$	(1.09)	Posted		Engie North America Inc
Check	194612	0	11/26/2024	\$	-	Posted		City of New Haven
Check	194740	0	11/26/2024	\$	-	Posted	11/26/2024	Nasir Dorsey

Total Payments Issued

\$ (2,359,605.76)

President's Report

To: ECC/HANH Board of Commissioners

From: Shenae Draughn, Interim President

Date: December 17, 2024

RE: President's December 2024 Report

I. Administrative

As we close out another year, I want to take a moment to reflect on our journey together and express my heartfelt gratitude for our Board of Commissioners and our amazing ECC team. Your unwavering commitment to our mission and core competencies has been nothing short of inspiring. Together, we have navigated challenges, celebrated successes, and created a positive impact in the lives of our families.

Looking ahead, I am filled with optimism and excitement for what the future holds. We have the opportunity to build on our achievements and create even greater initiatives that will empower our families and strengthen our community. Our collective efforts will pave the way for new possibilities, and I am confident that with your dedication, we can reach new heights.

Thank you for your hard work, resilience, and commitment to excellence. Let us continue to strive for greatness together, as we embark on another year filled with promise and potential.

Wishing you and your families a joyful holiday season and a prosperous new year!

"Let's Make Excellence A Habit."

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

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

- No Cost Time Extension to the contract with Crumbie Law Group, LLC nonpayment legal services which expires on October 31, 2024. Extension effective November 1, 2024, thru February 28, 2025.
- No Cost Time Extension to the contract with Crumbie Law Group, LLC nuisance legal services which expires on October 31, 2024. Extension effective November 1, 2024, thru February 28, 2025.
- No Cost Time Extension to the contract with Holly A. Bryk for Marshall Services which expires on November 30, 2024. Extension effective December 1, 2024, thru February 28, 2025.
- No Cost Time Extension to the contract with Cohen's Key Shop which expires on October 31, 2024. Extension effective November 1, 2024, thru February 28, 2025.
- No Cost Time Extension to the contract with Ace Van & Storage which expires on October 31, 2024. Extension effective November 1, 2024, thru February 28, 2025.
- No Cost Extension to the contract with Torti Gallas & Partners for Master Planner for the Union Square Neighborhood which expires on February 23, 2025. Extension effective February 24, 2025, thru June 30, 2025.
- No Cost Extension to the contract with Advance Security Integration for Essex security cameras & fencing from December 15, 2024 until January 24, 2025.

II. Finance

OCTOBER 2024 YTD Financials

The financial report covers one month (October 1 through October 31) of data. Total Revenues are \$10,565,604. Total Expenses are \$8,675,418 (including depreciation expense of \$141,401). The excess of revenue over expenses is reduced by \$(548,092) capitalized expenditures. Depreciation expense add-back is \$141,401. The HANH Net Surplus of \$1,483,495 was as follows:

MTW Programs

- Low Income Public Housing

Net surplus is \$822,246 versus a budget net surplus of \$5,174 for an overall favorable variance of \$817,072.

- Section 8 Housing Choice Voucher

Net deficit \$(44,339) versus a budget break-even. The unfavorable variance is \$(44,339).

Non-MTW Programs

- Business Activities showed surplus of \$114,562 compared with a budgeted deficit of \$(37,625), resulting in a favorable variance of \$152,187.
- Central Office Cost Center shows a net surplus of \$590,994 compared to a budgeted surplus of \$335,548 resulting in a favorable variance of \$255,446.

Oct-24	MTW Budget	MTW Actual	Variance	NON-MTW Budget	NON-MTW Actual	Variance2	ELIMS Budget	ELIMS Actual	Variance3	Total Budget	Total Actual	Total Variance
Column1												
70500 TENANT REVENUE	152,297	157,610	10,313	27,720	24,062	(3,658)	-	-	-	180,017	181,672	6,655
70600 HUD REVENUE	10,544,164	9,380,979	(1,163,185)	26,313	32,073	5,759	-	-	-	10,570,478	9,413,052	(1,157,426)
70000 OTHER REVENUE	1,083	34,691	33,607	2,293,309	1,824,409	(388,067)	(968,232)	(888,220)	80,012	1,326,161	970,880	(274,447)
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	-	-	-	-	-
70000 TOTAL REVENUE	10,697,545	9,573,280	(1,119,265)	2,347,343	1,880,544	(385,965)	(968,232)	(888,220)	80,012	12,076,656	10,565,604	(1,425,218)
91000 OPERATING ADMINISTRATIVE	1,405,319	1,075,909	(329,409)	943,296	463,767	(479,529)	(968,232)	(888,220)	80,012	1,380,383	651,457	(728,926)
92500 TENANTS SERVICES	20,427	37,577	17,150	203,688	2,106	(201,581)	-	-	-	224,114	39,683	(184,432)
93000 UTILITIES	115,003	80,495	(34,508)	29,942	17,937	(12,005)	-	-	-	144,945	98,432	(46,513)
94000 MAINTENANCE	381,567	173,962	(207,605)	65,101	28,727	(36,374)	-	-	-	446,668	202,689	(243,979)
95000 PROTECTIVE SERVICES	13,665	1,695	(11,969)	2,770	4,710	1,940	-	-	-	16,435	6,405	(10,030)
96100 INSURANCE PREMIUMS	75,389	-	(75,389)	35,924	-	(35,924)	-	-	-	111,313	-	(111,313)
96000 GENERAL EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
96200 OTHER	176,721	167,000	(9,721)	-	-	-	-	-	-	176,721	167,000	(9,721)
96400 BAD DEBT - TENANTS RENT	-	-	-	-	-	-	-	-	-	-	-	-
96800 SEVERANCE EXPENSE	-	-	-	949,570	657,709	(291,861)	-	-	-	949,570	657,709	(291,861)
96900 TOTAL OPERATING EXPENSES	2,188,090	1,536,638	(651,453)	2,230,291	1,174,956	(1,055,335)	(968,232)	(888,220)	80,012	3,450,149	1,823,374	(1,626,775)
97100 EXTRAORDINARY MAINTENANCE	83,333	-	(83,333)	2,083	-	(2,083)	-	-	-	85,417	-	(85,417)
97200 CASUALTY LOSSES - NON CAPITALIZED	-	-	-	-	-	-	-	-	-	-	-	-
97300 HAP EXPENSE	7,026,412	6,710,643	(315,769)	-	-	-	-	-	-	7,026,412	6,710,643	(315,769)
97400 DEPRECIATION EXPENSE	103,480	78,958	(24,522)	67,667	62,444	(5,223)	-	-	-	171,146	141,401	(29,745)
90000 OTHER EXPENSES	7,213,225	6,789,601	(423,624)	69,750	62,444	(7,306)	-	-	-	7,282,975	6,852,044	(430,931)
TOTAL EXPENSES	9,401,315	8,326,238	(1,075,077)	2,300,041	1,237,399	(1,062,641)	(968,232)	(888,220)	80,012	10,733,124	8,675,418	(2,057,706)
10010 Operating Transfer In	20,427	-	(20,427)	1,050,235	-	(1,050,235)	-	-	-	1,070,661	-	(1,070,661)
10020 Operating Transfer Out	(1,060,245)	-	1,060,245	-	-	-	-	-	-	(1,060,245)	-	1,060,245
TOTAL TRANSFER IN/OUT	(1,039,818)	-	1,039,818	1,050,235	-	(1,050,235)	-	-	-	10,417	-	(10,417)
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	256,412	1,247,041	990,630	1,097,537	643,145	(373,559)	-	-	-	1,353,948	1,890,186	622,071
RA/DEV - MTW Fund Expenditures	(746,936)	(548,092)	198,844	(867,280)	-	867,280	-	-	-	(1,614,216)	(548,092)	1,066,124
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	-	-	-	-	-	-	-	-	-
ADJ FOR DEPRECIATION EXPENSE	103,480	78,958	(24,522)	67,667	62,444	(5,223)	-	-	-	171,146	141,401	(29,745)
Funded by Agency Reserves/Earned Developer's Fee	392,218	-	(392,218)	-	-	-	-	-	-	392,218	-	(392,218)
350 SURPLUS / (DEFICIT)	5,174	777,907	777,733	297,923	705,588	488,498	-	-	-	303,097	1,483,495	1,266,231

III. Operations

A. Vacancy Rate

HANH's current occupancy rate for the month for December is 95.96%. The agency goal is 96.00%. Attainment of this goal remains one of the primary objective for the Operations Department.

B. Rent Collection

Rent Collection – HANH's rent collection for the year to date ending the month of September 2024 is -64%. The agency goal is 95%. The team is diligently working to align with our agency goal. We work with residents by offering CED support and repayment plans, prior to taking legal action.

IV. Community and Economic Development (CED) Monthly Report

Participant Highlights –

FSS Graduate Highlight –

- **M.M.** graduated successfully from FSS with economic self-sufficiency via employment. She joined the FSS program on 12/01/2017 and was unemployed. Throughout the last 7 years in the program, she has accomplished all her goals. Participant graduated from Gateway Community College with an Associate Degree in Human Services, and while in college she

also gained experience in various employment positions. She has learned the basics of savings & how to allocate her assets and has consistently managed to have savings for emergencies. As of right now, she has over 2k in her savings. She had worked closely with FEC and had addressed a few delinquent accounts resulting in a credit score increase and is still working with them. She is currently working for Southwest Community Health Center Inc. as a Registrar on a F/T basis. She will receive a REEF Disbursement in the amount of \$24,046.

Resident Highlights –

- **A.H.** was given the green light this month to move forward with reaching out to a lender in order to pursue her dream of becoming a homeowner. On May 1, 2019, she enrolled in FSS with a credit score of 671 and zero in personal savings. She was making \$27,000 a year and was working F/T at the Regency House Health & Rehabilitation Center. Today she has been working for Yale NH Hospital for nearly four years as a Patient Care Associate on an F/T basis earning over 57k a year, has managed to save 6k to this point & her credit score has improved to 732.
- **C.B.** joined the FSS program back in December of 2023. During the past year, she has increase her credit score over 30 point, and is working on paying down/off her debts. With the help of her FEC counselor and 1:1 w/ her FSS Coordinator she has gain insightful information on restoring and maintaining her credit. She has also increased her annual salary by almost \$10,000 with a new employment. In November'23 she was making \$36,097 and she is currently making \$44,666. Due to this increase in earned income, she will start to accrue escrow as of December'24.
- **C.S.** shared that her primary focus in the coming months will be on reducing the debt she has accumulated throughout the year. She mentioned that she received a raise from Yale Hospital, bringing her annual salary to \$72,129. She is currently meeting the income requirements under the CARES program and intends to take on a part-time job to save \$3,000 to cover her moving expenses.
- **N.C.** shared that she has seen an increase in her income as she continues to focus on establishing her childcare center, which she expects to open in 2025. She is currently working with the state to finalize all necessary credentials for the center. Her husband works as a maintenance worker, and together, their household income has grown from \$28,000 to \$67,000 annually.

ECC Believes/Youth Highlights:

Youth Programs (205) participants

- **SY Green Jobs:** 14 participants
- **SY Children's Program:** 33 participants
- **STEP Students:** 5 participants
- **Bridges of Hope Camp:** 35 youth
- **Without Limits:** 21 youth
- **Diaper Bank:** 54 youth
- **Youth Leadership Council:** 5 youth
- **Live Girl:** 13 youth
- **Young Life:** 11 youth
- **YEP Career Program:** 14 youth

Highlights

- Young Life launched its *Wellness Wednesday's* program at Eastview Terrace, combining education and recreation for youth.
- At Mill River, Bridges of Hope successfully hosted their Annual Turkey Giveaway, distributing 100 turkeys to families at Mill River Crossing.
- At Valley Townhouses, the Youth Entrepreneur Program completed a Career Readiness course at Valley Street Townhouses, this four-part series equipped youth with skills for employment and professional development.
- Youth resident A. Jefferson is spearheading his Annual Community Gift back initiative, collecting donations to distribute to individuals in need throughout New Haven.

V. Planning and Modernization

HUD Emergency Safety and Security Grant:

ECC was awarded \$250,000 for Emergency Safety and Security 2023 to address security upgrades at Essex Townhouses, a family development with 35 apartments. We are replacing an antiquated camera system and repairing damaged access control gates. Work will be completed in December 2024.

HUD Housing Related Hazards 2020

ECC was awarded a \$3,999,993 Housing Related Hazards grant to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Smoke and carbon monoxide detector installation tasks began in August 2024 and are in progress. Current obligation of funds is at 100% and expenditure of funds at 58%.

HUD Lead Grant 2020--ECC was awarded \$3,700,000 for lead abatement.

Group D: 21 houses in the Scattered Sites East portfolio contract awarded. Construction completed in 10 units. Obligated 100% of the \$3,700,000 and have expended 69% of the 2020 lead grant funding.

P&M Projects

- **Essex Fire Units and Miscellaneous Development-wide upgrades:** Scope of work is replacement of basement access doors and foundation repair to stop water infiltration/mold, renovation of 2 fire-damaged units, including the siding on 4 apartments, and necessary repairs to front stoops for code compliance, and to carports for removal of asbestos and mold. Three bids were received on September 13, 2024. Following Board approval, Notice of Award issued November 12, 2024. Contract to commence December 9, 2024.

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.
- Development completed and leased.
-

- **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.
 - Development completed and leased.
 - 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.
 - Development completed and leased. Conversion to permanent financing completed on June 6, 2024.
- **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 current plan is to resubmit an application under the CHFA 2025 9% LIHTC round (due January, 2025).
 - Anticipated closing in 2nd quarter of 2026.
- **RAD Portfolio Award**
 - The Authority received a portfolio award, inclusive of 12 developments, with 11 being completed and detailed herein:

- **Completed Developments**
 - **Group I: Motley, Bush, Harvey and Newhall Garden;**
 - **Group IIA: Waverly and Stanley Justice and Fulton Park;**
 - **Group III: McQueeney, and Celentano;**
 - **Group IV: Ruoppolo and Fairmont.**

- **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. Construction to be completed by April 2024.
 - To date 16 units has been completed and leased.
 - Final construction completion other than minor site work and finishing items was completed in June 2024.
 - Ribbon-cutting held on June 28 2024.
 - Conversion to permanent financing targeted for March 2025.

- **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.
- 92 total units, 66 rehab 26 new construction.
- Closing completed on November 28, 2023.
- Construction began on December 8, 2023.
- Construction is scheduled to be completed by April 2025.
- Construction is ongoing,

- **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.
- Phase includes the rehab of 130 units, 104 RAD units, and 26 to be market rate.
- Closing completed on November 20, 2023.
- Construction began on December 8, 2023.
- Construction is scheduled to be completed by August 2025.

- Construction is ongoing.

- **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 a future DOH DEP round.
- RAD project will be expanded to 128 units pending completion of P and M special lead paint and radon grants (such grants cannot be used on properties with CHAPs).
- Anticipated closing in 4th quarter of 2025.

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

- Submitted a HUD Section 202 Supportive Housing for the Elderly application to HUD in January 2023.
- HUD awarded the 202 grant and associated rental subsidy in October 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 in the 2nd quarter of 2025.

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

- Partnering to take over a struggling pre-development project being managed by St. Lukes Development Corp.
- Submitted a CIF application on June 30, 2023 and awarded \$7MM in CIF funds that consists of \$6MM for new construction and \$1MM for the City of New Haven infrastructure.
- State DOH engagement pre-application submitted May 2024.
- The development includes up to 49 housing units, including 5 LIHTC units
- Architectural Plans being reviewed to identify cost-saving methods.
- Closing anticipated to be in the 1st quarter of 2025.

- **Newhallville Development, 201 Hazel Street**

- Partnering to redevelop a currently vacant site managed by Newhallville Development Corp.
- The development includes up to 63 affordable units.
- It is anticipated that funding for the final Newhallville on-site phase consisting of approximately 60 units will be submitted under the 9% LIHTC CHFA round in 2025.

- **Union Square/Robert T. Wolfe & Former Church Street South**

- The Authority submitted a Choice Neighborhood Planning Grant application in April 2023 to complete the redevelopment of Robert T. Wolfe site and was awarded. – Notice of Award occurred on September 15, 2023.
- The Authority issued an RFQ for a Master Planner for Union Square and selected a team composed of Torti Gallas Planners and Ken Boroson Architects.

- The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment.

- **Eastview Terrace Conversion**

- The Project's 15-year initial Low-Income Tax Credit ("LIHTC") Compliance Period ("Compliance Period") ended in December 2023.
- When an owner of a LIHTC property finishes the 15-year compliance period, during the extended use they have the option of rehabbing the property and getting new credits based on how much they spend on acquisition/rehabilitation
- Glendower is exploring its exit options, including the resyndication of the property using 4% LIHTC.
- Investor buyout completed on September 4, 2024.
- Anticipated closing in 2nd quarter of 2025.

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim Executive Director

RE: Resolution Authorizing An Exclusive Option Agreement Between the Housing Authority of the City of New Haven, d/b/a Elm City Communities ("ECC"), and Glendower Level Heights Limited Partnership, ("Lessee") to Ground Lease 34 Level Street, New Haven, Connecticut ("Property") for the Period Commencing December 18, 2024, and Ending December 17, 2026

ACTION: Recommend that the Board of Commissioners adopt Resolution # **12-87/24-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 property located at 34 Level Street into up to fifty (50) residential units for the elderly, all of which will be Rental Assistance Demonstration Program Project-Based Voucher ("PBV") units or Project-Based Rental Assistance ("PBRA") units ("RAD Units"), which, if approved by HUD, will be constructed, owned, and operated by Glendower Level Heights Limited Partnership, an affiliated entity of The Glendower Group, Inc. ("Glendower"), or an instrumentality of the Authority or an affiliate of said instrumentality. 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.

This Resolution is seeking authorization to provide an Option Agreement commencing December 18, 2024, to December 17, 2026, attached hereto as **Exhibit A**, to permit Glendower and Glendower Level Heights Limited Partnership to complete the submission of funding applications.

FISCAL IMPACT: \$1.00 per year income

STAFF: Edward LaChance, Vice President

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven
RESOLUTION # 12-87/24-R

Resolution Authorizing An Exclusive Option Agreement Between the Housing Authority of the City of New Haven, d/b/a Elm City Communities ("ECC"), and Glendower Level Heights Limited Partnership, ("Lessee") to Ground Lease 34 Level Street, New Haven, Connecticut ("Property") for the Period Commencing December 18, 2024, and Ending December 17, 2026

WHEREAS, the Housing Authority of the City of New Haven (the "Authority") has determined s in the best interest of the Authority to redevelop the property located at 34 Level Street into up to fifty (50) residential units for the elderly, all of which will be Rental Assistance Demonstration Program Project-Based Voucher ("PBV") units or Project-Based Rental Assistance ("PBRA") units ("RAD Units"), which, if approved by HUD, will be constructed, owned, and operated by Glendower Level Heights Limited Partnership, an affiliated entity of The Glendower Group, Inc. ("Glendower"), or an instrumentality of the Authority or an affiliate of said instrumentality; and

WHEREAS, 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; and

WHEREAS, this Resolution is seeking authorization to provide an Option Agreement commencing December 18, 2024, to December 17, 2026, attached hereto as **Exhibit A**, to allow for Glendower and Glendower Level Heights Limited Partnership to complete the submission of funding applications.

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 Exclusive Option to Ground Lease attached hereto as Exhibit A be and hereby is authorized and directed; and
2. The Interim President be and hereby is authorized, empowered and directed to execute and deliver the Exclusive Option to Ground Lease Real Property (34 Level Street) by and between the Authority and Glendower Level Heights Limited Partnership, in form and substance substantially similar as set forth in Exhibit A attached hereto, and upon such terms and conditions as the Interim President determines necessary and appropriate and in the best interest of the Authority; and
2. The Interim President be and hereby is authorized, empowered, and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing; and
3. This Resolution shall take effect immediately.

[CERTIFICATION FOLLOWS]

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 17, 2024.

Shenae Draughn, Interim President/Secretary

Date

RESOLUTION REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Exhibit A

OPTION TO GROUND LEASE

**EXCLUSIVE OPTION TO GROUND LEASE REAL PROPERTY
(The Heights at West Rock)**

This **OPTION TO GROUND LEASE REAL PROPERTY** (hereinafter referred to as the "Option Agreement"), is made as of the ____ day of December, 2024 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 **GLENDOWER LEVEL HEIGHTS LIMITED PARTNERSHIP**, a Connecticut limited partnership 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 34 Level Street, New Haven, Connecticut (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 fifty (50) residential units for the elderly, all of which will be Rental Assistance Demonstration Program Project-Based Voucher ("PBV") units or Project-Based Rental Assistance ("PBRA") units ("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 50 RAD units suitable for occupancy the elderly. 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 18, 2024 (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 17, 2026 but with respect to (ii) and (iii) the Authority shall not conclude that these failures will have occurred prior to December 17, 2026.

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: Shenae Draughn, Interim President

With a copy to:

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

If to Company:

Glendower Level Heights Limited Partnership
360 Orange Street
New Haven, CT 06511
Attn: Shenae Draughn

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.

[SIGNATURE PAGE FOLLOWS]

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:

HOUSING AUTHORITY OF THE CITY
OF NEW HAVEN

By: _____
Shenae Draughn
Interim President

GLENDOWER LEVEL HEIGHTS
LIMITED PARTNERSHIP
By: Glendower Level Redevelopment
Corporation, its General Partner

By: _____
Shenae Draughn
Interim President

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss.

On this the ___ day of _____, 202_, before me, the undersigned officer, personally appeared Shenae Draughn, who acknowledged herself to be the Interim President 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 Interim President.

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

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss.

On this the ___ day of _____, 202_, before me, the undersigned officer, personally appeared Shenae Draughn, who acknowledged herself to be the Interim President of Glendower Level Redevelopment Corporation, General Partner of Glendower Level Heights Limited Partnership, a limited partnership, 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 partnership, by signing the name of the limited partnership by herself as such officer.

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

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim Executive Director

RE: Resolution Ratifying and Authorizing Amendments to an Exclusive Option to Ground Lease Real Property between the Housing Authority of the City of New Haven D/B/A Elm City Communities And Westville Manor RAD I LLC to ground lease Westville Manor Phase 1

ACTION: Recommend that the Board of Commissioners adopt Resolution #12-88/24-R

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven (the "Authority") determined that is in the best interests 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") on locations from which residents were relocated to Rockview Phase 2, an offsite component of Westville Manor 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") award from HUD for the benefit of the Westville Phase I 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 of Connecticut 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 ("Westville I") will undertake the construction of the Development.

The Authority authorized via Resolution Number 12-98/21-R the exclusive option to ground lease the Westville Phase I Property pursuant to a certain Exclusive Option to Ground Lease Real Property between the Authority and Westville I, dated as of December 30, 2021, for a term commencing on December 30, 2021 and ending on December 31, 2023 (the "Original Option").

This resolution is seeking ratification of a certain first amendment to the Original Option (the "First Amendment") that changed the unit count of the Development from 50 units, of which 40 units were to be RAD units, to 22 units, of which 17 were to be RAD units, and extended the term of the Original Option to December 31, 2026.

Additionally, this resolution is seeking authorization of a certain second amendment to the Original Option (the "Second Amendment") to change the unit count of the Development back to 50 units, of which 40 units will be RAD units, and to further extend the term of the Original Option from December 31, 2026 to December 31, 2028 in order to allow sufficient time to complete the submission of funding applications.

FISCAL IMPACT: \$1.00 per year income

STAFF: **Edward LaChance, Vice President**

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

RESOLUTION # 12-88/24-R

**RESOLUTION RATIFYING AND AUTHORIZING AMENDMENTS TO AN EXCLUSIVE OPTION TO
GROUND LEASE REAL PROPERTY BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN D/B/A
ELM CITY COMMUNITIES AND WESTVILLE MANOR RAD I LLC
TO GROUND LEASE WESTVILLE MANOR PHASE 1**

WHEREAS, the Housing Authority of the City of New Haven (the "Authority") determined that it is in the best interests 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; and

WHEREAS, 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") on locations from which residents were relocated to Rockview Phase 2, an offsite component of Westville Manor, and will be located on that certain portion of Westville Manor as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Westville Phase I Property"); and

WHEREAS, the Authority has applied to receive a Rental Assistance Demonstration ("RAD") award from HUD for the benefit of the Westville Phase I 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 of Connecticut Department of Housing and Low-Income Housing Tax Credits ("LIHTC") from the Connecticut Housing Finance Authority in order to fully fund the redevelopment efforts; and

WHEREAS, Westville Manor RAD I LLC ("Westville I") will undertake the construction of the Development; and

WHEREAS, the Authority authorized via Resolution Number 12-98/21-R the exclusive option to ground lease the Westville Phase I Property pursuant to a certain Exclusive Option to Ground Lease Real Property between the Authority and Westville I, dated as of December 30, 2021, for a term commencing on December 30, 2021 and ending on December 31, 2023 (the "Original Option"); and

WHEREAS, this resolution is seeking ratification of a certain first amendment to the Original Option (the "First Amendment") that changed the unit count in the Development from 50 units, of which 40 units were to be RAD units, to 22 units, of which 17 were to be RAD units, and extended the term of the Original Option to December 31, 2026; and

WHEREAS, this resolution is also seeking authorization of a certain second amendment to the Original Option (the "Second Amendment") to change the unit count back in the Development to 50 units, of which 40 units will be RAD units, and to further extend the term of the Original Option from December 31, 2026 to December 31, 2028 in order allow sufficient time to complete the submission of funding applications.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS (the “Commissioners”) OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that:

1. The First Amendment and the Second Amendment attached hereto as Exhibit B and Exhibit C be and hereby each are ratified and, the extent necessary, authorized and reauthorized; and
2. The Interim Executive Director of the Authority be and hereby is authorized, empowered and directed to execute and deliver the Second Amendment, in form and substance substantially as set forth in **Exhibit B** attached hereto, and upon such terms and conditions as such Interim Executive Director determines necessary and appropriate and in the best interests of the Authority; and
3. Any and all documents heretofore approved, entered into, executed and/or delivered and any and all actions heretofore taken or obligations heretofore performed by, in the name of, or on behalf of the Authority including, without limitation, the First Amendment as set for in **Exhibit C** attached hereto, in furtherance of any of the foregoing are hereby ratified, confirmed and approved in all respects to and, to the extent necessary, authorized and reauthorized; and
4. The Interim Executive Director of the Authority be and hereby is authorized, empowered, and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing; and
5. 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 17, 2024.

Shenae Draughn
Interim Executive Director

Date

REVIEWED:
McCarter & English, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young
A Partner

Exhibit A

Westville Phase I Property

Exhibit B

Second Amendment to Exclusive Option to Ground Lease Real Property

Exhibit C

First Amendment to Exclusive Option to Ground Lease Real Property

FIRST AMENDMENT TO EXCLUSIVE OPTION TO GROUND LEASE REAL PROPERTY

This **FIRST AMENDMENT TO EXCLUSIVE OPTION TO GROUND LEASE REAL PROPERTY** (the "First Amendment") is made as of the 12th day of January 2024 between the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** (the "Authority"), a public housing authority organized under the laws of the State of Connecticut with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 (hereinafter referred to as the "Authority") and **WESTVILLE MANOR RAD I LLC**, a Connecticut limited liability company with an executive office located at 360 Orange Street, New Haven, Connecticut 06511 (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Exclusive Option to Ground Lease Real Property by and between the Authority and the Company dated as of December 30, 2021 (the "Option Agreement"), the Authority granted to the Company the option to ground lease the real property located at 11 Level Street in New Haven, Connecticut and commonly known as Westville Manor, upon the terms and conditions set forth in the Option Agreement, and which Westville Manor development has a legal address of 1 Wayfarer Street and 41 Wayfarer Street; and

WHEREAS, the Authority and the Company do each desire to amend the Option Agreement to extend the term thereof; and

WHEREAS, paragraph 15 of the Option Agreement provides that any modification thereof shall be in writing signed or authorized by the party to be bound thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Option Agreement is hereby amended as follows:

a. Notwithstanding anything to the contrary contained in the Option Agreement, the parties hereby acknowledge that the total number of redeveloped residential units in the "Development", as defined in the Option Agreement, shall hereinafter be twenty-two (22), seventeen (17) of which will be Rental Assistance Demonstration Program units (the "RAD Units").

b. Paragraph 3.E., entitled "**Operation of the Development**", is hereby deleted in its entirety and the following is inserted in lieu thereof and also entitled "**Operation of the Development**":

"The number of RAD Units in the Development shall be no less than seventeen (17) and shall be suitable for occupancy by families. Rents will be structured to be

affordable to a range of incomes that includes public housing eligible households and will be operated in accordance with applicable laws and program requirements for the period required.”

c. Paragraph 4 entitled "**Term of Option Agreement**" is hereby deleted in its entirety and the following is inserted in lieu thereof also entitled "**Term of Option Agreement**":

“This Option Agreement shall expire on the earlier of: (i) the financial closing or December 31, 2026 (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, 2026, but with respect to (ii) and (iii) the Authority shall not conclude that these failures will have occurred prior to December 31, 2026.”

2. No Other Amendments. Except as otherwise set forth in this First Amendment, the Option Agreement has not been otherwise modified or amended, it being the intention of the parties that the Option Agreement, as modified by this First Amendment, be read and construed as one in the same instrument.


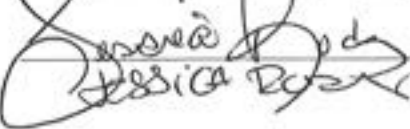
3. Governing Law. This First Amendment shall be governed and construed in accordance with the laws of the State of Connecticut and the United States.

4. Counterparts. This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall comprise but one and the same instrument.

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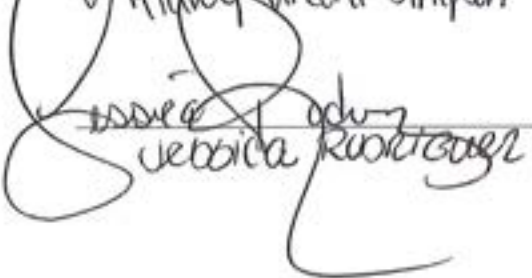
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set their hand and seal as of the date first hereinabove written.


Tracy Vincent-Simpson

Jessica Rucker

HOUSING AUTHORITY OF THE CITY
OF NEW HAVEN

By: 
Name: Karen DuBois-Walton
Title: Executive Director


Tracy Vincent-Simpson

Jessica Rucker

WESTVILLE MANOR RAD I LLC
By: Westville Manor RAD I
Redevelopment Corporation,
its Managing Member

By: 
Name: Karen DuBois-Walton
Title: President

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

On this the 12 day of January, 2024, 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 Executive Director, 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:
Commissioner of Superior Court
Notary Public/My Commission Expires:

YADIRA VARGAS
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2028

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

On this the 12 day of January, 2024, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of Westville Manor RAD I Redevelopment Corporation, the Managing Member of Westville Manor RAD I LLC, a Connecticut limited liability company, and she 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 President.

In Witness Whereof I hereunto set my hand.

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

YADIRA VARGAS
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2028



MEMORANDUM

TO: Board of Commissioners

DATE: December 19, 2024

FROM: Shenae Draughn, Interim President

RE: Resolution Authorizing the Issuance of Not Exceeding \$20,000,000 Multifamily Housing Revenue Bonds and the Making of a Loan to Finance the Costs of a Portion of the St. Luke/Whalley Avenue Project

ACTION: Recommend that the Board of Commissioners adopt Resolution #**12-89/24-R**

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven (the "HANH") was created pursuant to Section 8-40 of the Connecticut General Statutes. Section 8-44 of the Connecticut General Statutes provides that a housing authority shall have all the powers necessary or convenient to carry out its purposes including the powers to provide for the construction of any housing project either directly or in the form of loans to borrowers, and to promote the creation and preservation of housing for low and moderate income persons and families by lending or otherwise making available to borrowers the proceeds from the sale of obligations which are tax-exempt pursuant to the provisions of the Internal Revenue Code of 1986. Section 8-52 of the Connecticut General Statutes provides that a housing authority may issue bonds, notes or other obligations (hereinafter referred to as "bonds") from time to time in its discretion for any of its corporate purposes.

The HANH has been requested to provide financing by issuing bonds in one or more series, and by using the bond proceeds to fund a loan or loans (the "Loan") to St. Luke's Development Corporation and the Glendower Group or one or more entities to be formed by them, or any of its subsidiaries, affiliates or parent (the "Borrower") for the acquisition, construction, reconstruction and equipping of a mixed-use development including approximately forty-nine (49) residential units to be located at 117-125 and 129 Whalley Avenue, 10-12 Dickerman Street and 34-36 Sperry Street, New Haven, Connecticut and known as the St. Luke's Whalley Avenue Development Project (the "St. Luke's Whalley Avenue Development Project"). The Borrower has agreed to secure the Loan with a mortgage, assignment of leases and rents and other security, as may be required by the purchaser of the bonds. The principal of and interest on the bonds may be additionally secured by cash, an irrevocable direct-pay letter of credit, guaranty, insurance, surety agreement, standby bond purchase agreement or other credit enhancement or liquidity facility ("Credit Facility") issued by a credit facility provider.

For the purpose of providing the funds needed to (i) make the Loan to the Borrower for the financing and refinancing of the costs of the St. Luke's Whalley

Avenue Development Project (ii) fund one or more reserve funds established under the Loan Agreement, if necessary (as hereinafter defined) (iii) pay capitalized interest on the bonds, if needed and (iv) to pay certain costs of issuance and credit enhancement fees, if any, with respect to the bonds issued hereunder (collectively, the "Project"), We request that the Board of Commissioners authorize the issuance of its multifamily housing revenue bonds or notes in one or more series (collectively the "Bonds") to lend the Bond proceeds to the Borrower.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: Ed LaChance, Vice President of Development

Elm City Communities

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

RESOLUTION # #12-89/24-R

Authorizing the Issuance of Not Exceeding \$20,000,000 Multifamily Housing Revenue Bonds and the Making of a Loan to Finance the Costs of a Portion of the St. Luke's Whalley Avenue Development Project

WHEREAS, the Housing Authority of the City of New Haven (the "HANH") was created pursuant to Section 8-40 of the Connecticut General Statutes; and

WHEREAS, Section 8-44 of the Connecticut General Statutes provides that a housing authority shall have all the powers necessary or convenient to carry out its purposes including the powers to provide for the construction of any housing project either directly or in the form of loans to borrowers, and to promote the creation and preservation of housing for low and moderate income persons and families by lending or otherwise making available to borrowers the proceeds from the sale of obligations which are tax-exempt pursuant to the provisions of the Internal Revenue Code of 1986; and

WHEREAS, Section 8-52 of the Connecticut General Statutes provides that a housing authority may issue bonds, notes or other obligations (hereinafter referred to as "bonds") from time to time in its discretion for any of its corporate purposes; and

WHEREAS, the HANH has been requested to provide financing by issuing bonds in one or more series, and by using the bond proceeds to fund a loan or loans (the "Loan") to St. Luke's Development Corporation and the Glendower Group or one or more entities to be formed by them, or any of its subsidiaries, affiliates or parent (the "Borrower") for the acquisition, construction, reconstruction and equipping of a mixed-use development including approximately forty-nine (49) residential units to be located at 117-125 and 129 Whalley Avenue, 10-12 Dickerman Street and 34-36 Sperry Street, New Haven, Connecticut and known as the St. Luke's Whalley Avenue Development Project (the "St. Luke's Whalley Avenue Development Project"). The Borrower has agreed to secure the Loan with a mortgage, assignment of leases and rents and other security, as may be required by the purchaser of the bonds; and

WHEREAS, the principal of and interest on the bonds may be additionally secured by cash or an irrevocable direct-pay letter of credit, guaranty, insurance, surety agreement, standby bond purchase agreement or other credit enhancement or liquidity facility ("Credit Facility") issued by a credit facility provider; and

WHEREAS, for the purpose of providing the funds needed to (i) make the Loan to the Borrower for the financing and refinancing of the costs of the St. Luke's Whalley Avenue Development Project (ii) fund one or more reserve funds established under the Loan Agreement, if necessary (as hereinafter defined) (iii) pay capitalized interest on the bonds, if needed and (iv) to pay certain costs of issuance and credit enhancement fees, if any, with respect to the bonds issued hereunder (collectively, the "Project"), HANH has determined to authorize the issuance of its multifamily housing revenue bonds, notes or other obligations in one or more series (collectively the "Bonds"), and to lend the Bond proceeds to the Borrower.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HANH AS FOLLOWS:

1. In order to provide for financing the cost of the Project, the issuance and sale of the Bonds in one of more series is hereby authorized in the aggregate principal amount not to exceed \$20,000,000 as hereinafter provided. The Bonds shall be payable solely from sources and secured by such security as provided for in one or more Trust Indentures, Funding Loan Agreements or other similar agreements (the "Trust Indenture") by and between the HANH and U.S. Bank Trust Company, National Association or such other trustee as is appointed by the HANH (the "Trustee") and the HANH hereby pledges such security for the payment of the Bonds. The Bonds (a) shall not constitute a debt or liability of the State of Connecticut (the "State"), or of any political subdivision thereof, the City of New Haven (the "City") or the United States of America (the "USA"); (b) shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, the City or the USA; and (c) shall not directly, indirectly or contingently obligate the State or any political subdivision thereof, the City or the USA to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

2. For the purposes of making a loan or loans to the Borrower, to provide for the financing, refinancing or reimbursing of the costs of the Project, one or more Loan Agreements, Financing Agreements or Project Loan Agreements by and between the HANH and the Borrower (the "Loan Agreement) and one or more notes and other security instruments (collectively, the "Note"), in the form and with the terms and conditions as may be determined by the Executive Director or such other officer as may be appointed by the Executive Director (the "Executive Director" or each such other officer, an "Authorized Officer") to be necessary or desirable for the benefit of the HANH or the security or marketability of the Bonds and the execution and delivery of such document or documents shall be conclusive evidence of such determination, are hereby approved; and any Authorized Officer, in the name of the HANH, is hereby authorized to execute and deliver such documents and the approval of the Board of Commissioners shall conclusively be determined from any of their signatures thereon.

3. For the purpose of providing for the issuance of the Bonds and further setting forth the terms and provisions applicable to the Bonds, the Trust Indenture, in the form and with the terms and conditions as may be determined by any Authorized Officer to be necessary or desirable for the benefit of HANH or the security or marketability of the Bonds and the execution and delivery of such document or documents shall be conclusive evidence of such determination, is hereby approved; and any Authorized Officer, in the name of the HANH, is hereby authorized to execute and deliver the Trust Indenture and such other documents pertaining thereto, including but not limited to, any supplements thereto, in connection with the issuance of the Bonds, and the approval of the Board of Commissioners shall conclusively be determined from any of their signatures thereon.

4. For the purpose of providing for additional security for the Bonds, the Assignment of the Note (the "Assignment "), substantially in the form as may be determined by the Executive Director, is approved; and any Authorized Officer, in the name of the HANH, is hereby authorized to execute and deliver such other documents pertaining thereto, in connection with the issuance of the Bonds, and the approval of the Board of Commissioners shall conclusively be determined from any of their signatures thereon.

5. For the purpose of additionally securing the principal of and interest on the Bonds, any Authorized Officer is authorized to (a) negotiate with or cause the negotiation with Credit Facility Providers to obtain a commitment for a Credit Facility (the "Commitment") on such terms and conditions as shall be determined by such Authorized Officer to be in the best interest of HANH, (b)

appoint a Credit Facility Provider to additionally secure the principal of and interest on the Bonds and (c) execute and deliver such Commitment and such other documents pertaining thereto and the approval of the Board of Commissioners shall conclusively be determined from any Authorized Officer's signature thereon.

6. Should the Bonds be publicly offered, then for the purpose of providing for the public offering and sale of the Bonds and further setting forth information relating to the Bonds, one or more official statements or offering memoranda (the "Official Statement"), in the form as may be determined by the Authorized Officer to be necessary or desirable for the benefit of HANH or the marketability of the Bonds and the execution and delivery of the Official Statement shall be conclusive evidence of such determination, are hereby approved; and any Authorized Officer, in the name of the HANH, is hereby authorized to distribute the Official Statement and to deem the Official Statement final when appropriate and is further authorized to execute such Official Statement and any amendment or supplement thereto on and after the sale of the Bonds, and the approval of the Board of Commissioners shall conclusively be determined from any of their signatures thereon.

7. That for the purpose of providing for the sale or private placement of the Bonds, one or more Contracts of Purchase (the "Purchase Contract"), in the form and with the terms and conditions as may be determined by any Authorized Officer to be necessary or desirable for the benefit of the HANH or the marketability of the Bonds and the execution and delivery of such document shall be conclusive evidence of such determination, are hereby authorized and any Authorized Officer in the name of the HANH is hereby authorized to execute and deliver the Purchase Contract, and the approval of the Board of Commissioners shall conclusively be determined from any of their signatures thereon.

8. That any Authorized Officer is authorized, in the name of the HANH, to appoint or approve of any consultants or professionals required to issue and sell or privately place the Bonds and to make the loans to the Borrowers, including the Bond Counsel, and the Board of Commissioners hereby authorizes any Authorized Officer to execute and deliver any and all documents required thereby or in connection therewith.

9. That the power (i) to establish the final aggregate principal amount of the Bonds (at not greater than \$20,000,000) which Bonds may be sold or privately placed in one or more series, the principal amount of the Bonds maturing in each year, the final maturity date for the Bonds, the interest rates to be borne by the Bonds, the redemption provisions of the Bonds, and the date and place for the sale of the Bonds, (ii) to sell the Bonds at a negotiated sale or a direct private placement pursuant to the Purchase Contract to one or more underwriters or purchasers and (iii) to execute and deliver any and all documents required thereby or in connection therewith, is hereby delegated to any Authorized Officer of the HANH and action taken by any one of such officers shall be sufficient.

10. That any Authorized Officer (and if any such action shall heretofore have been taken by any one of such officers, such action is hereby ratified and confirmed), be and is hereby authorized and directed (i) to publish such notices, to hold such hearings, and to take such other actions as shall be necessary to enable the HANH's Bond Counsel to render its opinion as to the exclusion of the interest on the Bonds from gross income for federal income tax purposes (ii) to request and accept an allocation of private activity bond volume cap from the State and (iii) to make, execute and deliver all such additional and supplemental documents, including any tax certificates and agreements, tax forms, assignments and any investment agreements, and to do and perform such acts and to take such actions as may be necessary or required for the consummation of the transactions provided for and contemplated by the Trust Indenture, the Loan Agreement, the Purchase Contract and the financing or refinancing or reimbursing of a portion of the costs of the Project.

11. The Bonds shall state on their face that neither the full faith and credit nor the taxing power of the City, the State, or any agency, department, or political subdivision thereof, the USA or the HANH is pledged to the payment of the principal of or interest on the Bonds. The Bonds also shall state on their face that they have been issued by the HANH to aid in financing a housing project for persons of low and moderate income.

12. Any Authorized Officer is hereby authorized to execute and deliver the Bonds and such documents, agreements, certifications, contracts or instruments as may be necessary or desirable to make the Loan to the Borrower and to issue, secure, insure and deliver the Bonds, including but not limited to, bond purchase agreements, tax regulatory agreements, land use restriction agreements, supplemental indentures, continuing disclosure agreements and to make any other representations and agreements to assure that the Bonds, if issued on a tax exempt basis, are issued on a tax-exempt basis and in compliance with Rule 15(c)(2)(12) of the Securities and Exchange Commission and to perform and take such actions or to designate other officials or employees of the HANH to perform and take such actions and execute such documents, agreements, certifications, contracts or instruments in connection with the issuance, security and delivery of the Bonds or the making of the loans to the Borrower as are determined necessary or advisable and in the best interests of the HANH to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the HANH with respect to the Bonds, the documents authorized by this Resolution and that the execution by the Authorized Officer or other officials of such documents, agreements, certifications, contracts or instruments shall be conclusive evidence of such determination. Should any series of Bonds be issued on a taxable basis, it is hereby determined that it is in the public interest to do so.

13. The HANH hereby confirms its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this Resolution in connection with the development of the Project with the proceeds of the Bonds. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The HANH hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Executive Director or her designee is hereby authorized to pay Project expenses, if any, in accordance herewith pending the issuance of the Bonds. This Section 13 is included herein solely for purposes of compliance with the Regulations and may not be used or relied on for any other purpose.

14. Nothing in this resolution shall obligate the HANH to issue the Bonds if the best interests of the HANH would not be served by the issuance of such Bonds. Any capitalized terms, not defined in this Resolution, shall have the definitions assigned to such terms in the Trust Indenture or the Loan Agreement.

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, 2024.

Shenae Draughn
Acting Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

CHFA DOH CONSOLIDATED APPLICATION

Table with columns A through AH, including sub-headers like DEVELOPMENT NAME, CONSTRUCTION FUNDING INFORMATION, PERMANENT FUNDING INFORMATION, TAX CREDIT ELIGIBLE BASIS, TAX-EXEMPT BOND BASIS, and Sources. Rows include items like SITE & IMPROVEMENTS, ARCHITECTURAL and ENGINEERING, FINANCE and INTERIM COSTS, and SOFT COSTS - Fees & Expenses.

CHFA DOH CONSOLIDATED APPLICATION

Version 2022															
Submission Date: January 1, 2021															
Exhibit 6.3.a - DEVELOPMENT BUDGET															
DEVELOPMENT NAME			APPLICANT												
Newhallville Development			The Glendower Group, Inc.												
CONSTRUCTION FUNDING INFORMATION			PERMANENT FUNDING INFORMATION												
	%	Construction Budget	Permanent Budget (Applicant)	Difference	TAX CREDIT ELIGIBLE BASIS		TAX-EXEMPT BOND BASIS	Sources							
					70% NPV - 9% or 30% NPV - 4% (New / Rehab.)	30% NPV - 4% Exist Building Acquisition Credit	To be Completed by Independent Tax Professional Issuing the Attestment Letter	9 % LIHTC Net Proceeds	DOH Loan Funding (Financing)	Other Public Funds: MTW Loan	Deferred Developer Fee	Other Amortizing Debt FHA Insured Loan	GP Loan		
72		CHFA Operating Reserve	0	0	0	N/A	N/A	0	\$13,498,650	\$4,000,000	\$4,268,461	\$1,281,468	\$7,917,000	\$715,001	
73		CHFA Debt Service Coverage Reserve	0	0	0	N/A	N/A	0							
74		Capital / Replacement	0	0	0	N/A	N/A	0							
75		Syndicator Reserve	571,504	0	0	N/A	N/A	0	571,504						
76		Other	0	571,504	0	N/A	N/A	0							
77		CAPITALIZED RESERVES	0	571,504	0	N/A	N/A	0	571,504	0	0	0	0	0	
78		RECOGNIZED LENDING COSTS	29,272,148	31,490,339	0	28,510,965	N/A	0	13,323,650	4,000,000	4,283,211	1,281,468	7,917,000	715,001	
79		Entity Organizational and Legal	8,000	8,000	0	N/A	N/A	0			8,000				
80		Syndicator Fees / Commissions	55,000	55,000	0	N/A	N/A	0	55,000						
81		Equity Bridge Loan Interest and Fees			0	N/A	N/A	0							
82		Tax Opinion and Entity Accounting	7,000	7,000	0	N/A	N/A	0			7,000				
83		CHFA Tax Credit Fee (8% Ann. Credit)	120,000	120,000	32,017	N/A	N/A	0	120,000						
84		CHFA Tax Credit Application Fee (LIHTC, HTCC, Historic)	250	250	0	N/A	N/A	0			250				
85		Other			0	N/A	N/A	0							
86		ENTITY and SYNDICATION COSTS / OTHER	190,250	190,250	32,017	0	0	0	175,000	0	15,250	0	0	0	
87		CONSTRUCTION LOAN PAYDOWNS (if applicable)	N/A	N/A		N/A	N/A	N/A							
88		TOTAL RESIDENTIAL USES	29,462,398	31,680,580	32,017	28,510,965	0	0	13,498,650	4,000,000	4,268,461	1,281,468	7,917,000	715,001	
89		TOTAL COMMERCIAL USES	0	0	0	0	0	0	0	0	0	0	0	0	
90		TOTAL DEVELOPMENT COST	29,462,398	31,680,580	32,017	28,510,965	0	0	13,498,650	4,000,000	4,268,461	1,281,468	7,917,000	715,001	
92				7.58%		50% TEST CALC.									
93				Intermediary Costs %				Bond Amount	\$0						
94								Aggregate Basis	\$0						
95								% of Aggregate Basis Financed with TEB	#DIV/0!						
96															
99	Name & Title		Date												
100															
101	Company														
102	Official Use Only														
103	Budget Period:				From:				to:						
104					Revision #:								Reason for Revision:		
105															
107															

CHFA DOH CONSOLIDATED APPLICATION



Exhibit 6.5 - SOURCES OF FUNDS



Version 2022
Submission Date:
January 1, 2021

DEVELOPMENT NAME		Newhallville Development			APPLICANT		The Glendower Group, Inc.						
TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.		Construction Sources	Permanent Sources	Construction Paydown									
DOH Grant Funding				0									
CDBG Grant Funds:				0									
Other Public Funds: EPA				0									
9	% LIHTC Net Proceeds	7,634,715	13,498,650	5,863,935									
Federal Historic Tax Credit Net Proceeds				0									
State Historic Tax Credit Net Proceeds				0									
CT Housing Tax Credit Contribution (HTCC) Proceeds		0		0									
Developer / Investor Cash Equity				0									
Homeownership Sales Proceeds				0									
Energy Rebates*				0									
Existing Property Reserves				0									
Other To Be Determined				0									
Other [Specify]				0									
Sub-Total		\$7,634,715	\$13,498,650	\$5,863,935									
FINANCING [Sources w/ Notes and Mortgages]		Construction Sources	Permanent Sources	Construction Paydown	Const. Interest Rate	Perm. Loan Amort. [Yrs.]	Perm. Interest Rate	Fully Amortizing [Y] or [N]	Deferred Payment [Y] or [N]	Scheduled Debt Service	Initial Debt Service Coverage	Financing Notes	
CHFA Loan	Taxable Bonds		0	0	0.000%		0.000%	Y	N/A	\$0	N/A	www.chfa.org	
CHFA Loan - Non-Bond Proceeds				0				Y	N/A	\$0	N/A		
	DOH Loan Funding	4,000,000	4,000,000	0	1.000%	40	1.000%	N	Y	\$0	N/A	This is a CHFA ITA Loan	
	CDBG Loan Funds: FLHB			0	0.000%	15	0.000%	N	Y	\$0	N/A		
	Other Public Funds: MTW Loan	4,268,461	4,268,461	0		40	1.000%	N	Y	\$0	N/A		
	Deferred Developer Fee	768,881	1,281,468	512,587	0.000%	15	0.000%	N	Y	\$0	N/A		
	Other Amortizing Debt: FHA Insured Loan	7,917,000	7,917,000	0	5.700%	40	5.950%	Y	N	\$519,417	#DIV/0!		
	Other Amortizing Debt: Bridge Loan	4,000,000		-4,000,000	8.750%			N		\$0	N/A		
	Existing Debt			0						\$0	N/A		
	GP Loan	715,001	715,001	0				N	Y	\$0	N/A	Sellers Note @ AFR	
Sub-Total		\$21,669,343	\$18,181,930	-\$3,487,413					Total Scheduled Debt Service		\$519,417		
TOTAL Sources		\$29,304,058	\$31,680,580	\$2,376,522									
Total Commercial Cost (Dev. Budget)		\$0	\$0										
Total Development Budget		\$29,462,398	\$31,680,580										
Sources LESS Uses		-\$158,340	\$0										

GRANTS: 3rd party sources for which no repayment is expected or required from other sources. **Soft Debt:** 3rd party sources secured by a mortgage and which may require partial or full repayment (with or without interest) are considered financing and should be scheduled under the FINANCING section above.

Intra-Entity (LP, LLC, etc.) loans to be repaid from approved Owner's Distributions are considered Developer / Investor Cash Equity.

Deferred/Pledged Developer Fees ("DDF") are considered financing contributions. For transactions utilizing federal Low-Income Housing Tax Credits, the amount of the DDF will be limited to the amount that may be fully recovered by the mortgagor, without interest, from CHFA-approved annual distributions during the first fifteen (15) years of operations. CHFA, at its sole discretion, may approve a DDF for less than the permitted maximum.

For construction / interim sources **not** fully converting to permanent sources, provide information on proposed permanent "paydown" source(s) including estimated paydown amount(s) and specific paydown terms and conditions as may be applicable.

If the Permanent Interest Rate will vary throughout the repayment period, please contact CHFA and/or DOH with specific details to have forms revised

*If there are questions on the Letter of Participation requirements, please contact the appropriate staff at Eversource or United Illuminating, per their respective websites.

MAX Deferred Developer Fee	Developer Fee Per Budget	% of Total Developer Fee Deferred
\$1,840,708	\$2,562,450	72%

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim President

RE: Resolution Authorizing Approval of Moving To Work (MTW) Annual Report For FY 2024

ACTION: Recommend that the Board of Commissioners adopt Resolution **#12-90/24-R**

TIMING: Immediately

DISCUSSION: ECC/HANH is requesting authorization to submit the FY2024 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, 2024, to November 30, 2024, and a public hearing was held on November 25, 2024, virtually, via Ring Central. No public comments were received.

Attached is a copy of ECC/HANH's MTW FY2024 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 FY2024 with all required and related certifications and documents.

FISCAL IMPACT: \$ _____

SOURCE OF FUNDS: MTW Funds

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

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #12-90/24-R

Resolution Authorizing Approval of Moving To Work (MTW) Annual Report For FY 2024

WHEREAS, ECC/HANH is requesting authorization to submit the FY2024 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 FY2024 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, 2024, to November 30, 2024, and a public hearing was held on November 25, 2024, virtually, via Ring Central. No public comments were received. Attached is a copy of ECC/HANH's MTW FY2024 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 FY2024, 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:

1. The MTW Annual Report attached hereto be and hereby is approved, and its submission to HUD be and hereby is authorized and directed; and
2. The Executive Director be and hereby is authorized, empowered and directed to execute and deliver such documents necessary to fulfill the foregoing purposes, and to take any and all such action ancillary, or necessary related thereto; and
3. This Resolution shall take effect immediately.

[CERTIFICATION PAGE FOLLOWS]

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 17, 2024.

Shenae Draughn
Secretary/Interim President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim-President/Executive Director

RE: Resolution Authorizing A Housing Assistance Payment (HAP) Contract With West River Housing Company LLC For Eight (8) Project Based Units For An Initial Term Of Twenty (20) Years Commencing January 1, 2025 And Ending December 31, 2045, With An Option To Renew For An Additional Twenty (20) Years In The Authority's Sole Discretion

ACTION: Recommend that the Board of Commissioners adopt Resolution # **#12-91/24-R**

TIMING: Immediately

DISCUSSION: On July 13, 2020, ECC/HANH issued a Request for Proposals (RFP) for the Housing Choice Voucher (HCV/Section 8) Project-Based Assistance Program to Support the Development of Affordable Housing. ECC/HANH was seeking proposals from owners of newly constructed, rehabilitated or existing units under the Project Based Voucher (PBV) Program. One hundred PBV's were set aside for extremely low and very low-income households with preferences for downtown and neighborhoods with affordable housing undergoing revitalization and housing with accessible units. The RFP was a "rolling process", which is a first come, first served basis. Proposals will be accepted for consideration on a continuous basis until ECC/HANH determined that funding or vouchers are no longer available for the award.

On **August 5, 2020**, West River Housing Company LLC responded to the RFP. The PBV units are located at Tyler Street, MLK Blvd and Legion Ave in New Haven.

West River Housing Company LLC will be allocating eight (8) Project Based vouchers immediately to residents on the ECC/HANH Housing Choice Voucher wait list. All eight units are allocated to Homeless families receiving supportive services.

FISCAL IMPACT: \$ 166,092.00

SOURCE OF FUNDS: Section 8/ HCV Funds

STAFF: Coreen Toussaint VP of Housing Choice Voucher

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #12-91/24-R

Resolution Authorizing A Housing Assistance Payment (HAP) Contract With West River Housing Company LLC For Eight (8) Project Based Units For An Initial Term Of Twenty (20) Years Commencing January 1, 2025 And Ending December 31, 2045, With An Option To Renew For An Additional Twenty (20) Years In The Authority's Sole Discretion

WHEREAS, on July 13, 2020, ECC/HANH issued a Request for Proposals (RFP) for the Housing Choice Voucher (HCV/Section 8) Project-Based Assistance Program to Support the Development of Affordable Housing; and

WHEREAS, the RFP was a "rolling process", which is a first come, first served basis and proposals will be accepted for consideration on a continuous basis until ECC/HANH determines that funding or vouchers are no longer available; and

WHEREAS, West River Housing Company LLC responded to the RFP and proposed to allocate 8 Project Based Vouchers; and

WHEREAS, West River Housing Company LLC will allocate eight (8) project based vouchers to residents on the ECC/HANH Housing Choice Voucher wait list; and

WHEREAS, project-based assistance will be provided for 20 years, subject to the availability of funds, with an option to renew for an additional 20 years in the sole discretion of the Authority for the 8 units set forth in Exhibit A attached hereto; and

WHEREAS, on August 2, 2023, ECC/HANH entered into an Agreement to enter into a PBV Housing Assistance Payments Contract (HAP) with West River Housing Company LLC for the eight (8) units; and

WHEREAS, the contract units and the proposed contract rents set forth in Exhibit A and attached hereto are within the reasonable rent limits established by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Authority may not enter into a HAP contract for these units until they receive environmental approval under 24 CFR Part 58, subsidy layering review, and all voucher federal requirements of the U.S. Department of Housing and Urban Development; and

WHEREAS, ECC/HANH is requesting authorization of the HAP contract for the eight (8) project-based units to be allocated to residents on the ECC/HANH Housing Choice Voucher wait list. This agreement would commence upon approval of the CA and confirmation of compliance of voucher HUD requirements.

WHEREAS, the gross rents shall meet the rent reasonableness and subsidy layering federal requirements; and

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

1. The award of the Housing Assistance Payments (HAP) Contract to West River Housing Company LLC for the eight (8) project-based units as set forth in the recitals to this resolution be and hereby is, authorized and directed, and.
2. The Interim President/Executive Director be and hereby is authorized, empowered and directed to execute and deliver such documents, instruments and agreements necessary to fulfill the foregoing purposes, and to take any and all such action ancillary, or necessary related thereto; and
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 17th, 2024.

Shenae Draughn,
Interim-President/Executive Director

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

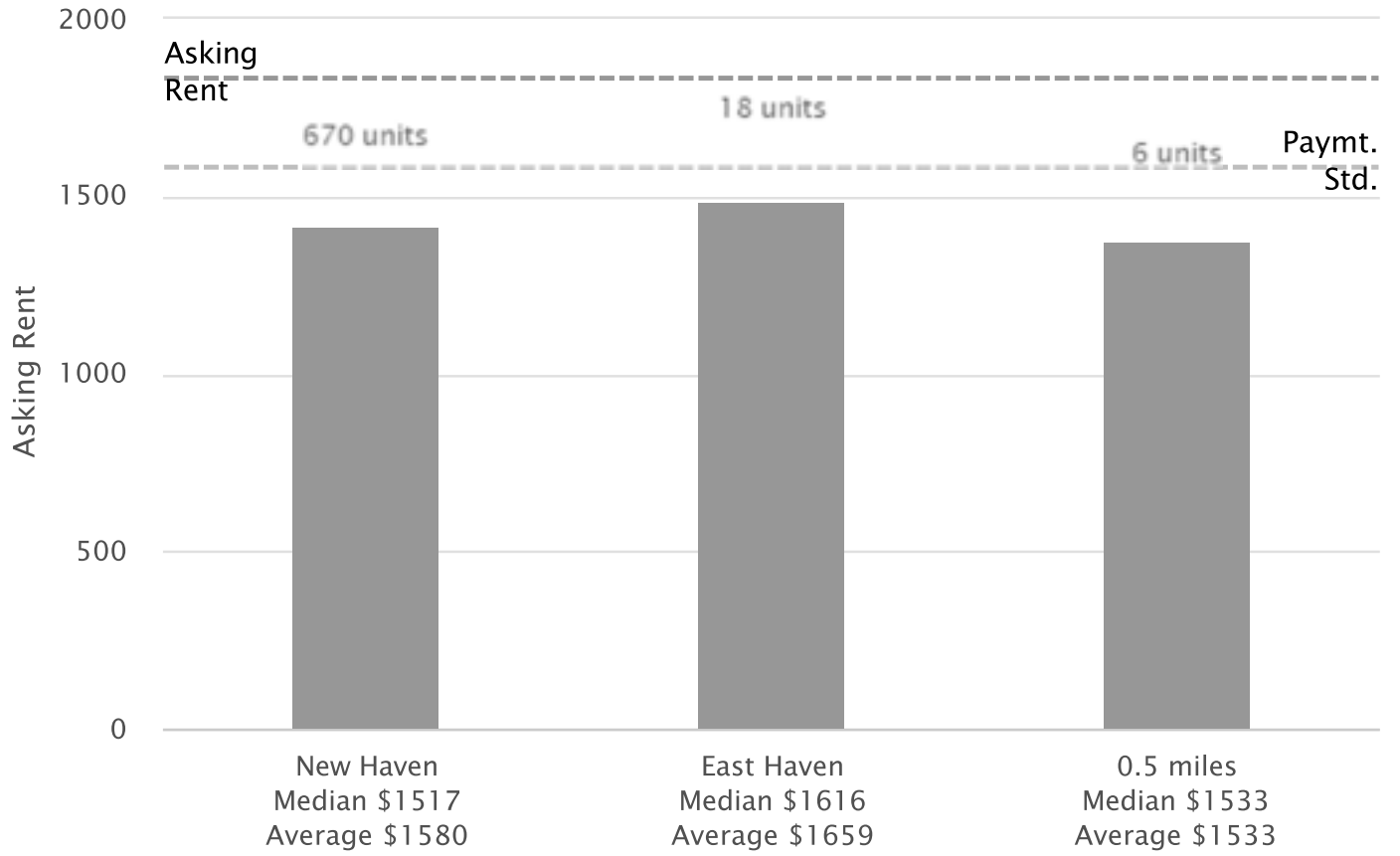
Exhibit C

Address	Unit Size	# of Bathrooms	# Units	Sq. Ft	Contract Rent	Utility Allowance*
100 Tyler St.	1	1	2	858	\$1,511	\$0
102 Tyler St., Apt 201	1	1	1	677	\$1,511	\$0
102 Tyler St., Apt 202	1	1	1	858	\$1,511	\$0
102 Tyler St., Apt 203	1	1	1	1057	\$1,511	\$0
740 MLK Blvd	2	1	1	887	\$1,843	\$0
714 MLK Blvd	2	1.5	1	988	\$1,843	\$0
90 Tyler St.	2	1.5	1	988	\$1,843	\$0
689 Legion Ave	3	2	1	1,251	\$2,268	\$0

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	100 Tyler Street	85 Hemingway Ave A31	85 Hemingway Ave A03	85 Hemingway Ave A29
City	East Haven 06512	East Haven 06512	East Haven 06512	East Haven 06512
LOCATION				
Subdivision				
Proximity to Subject		0.31	0.31	0.31
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	0	878	789	789
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
TYPE				
Property Type	row house	townhouse/villa	townhouse/villa	townhouse/villa
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built			2022	2022
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Electric / Tenant	Electric / Tenant	Electric / Tenant
Sewer Type / Paid By	unknown / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$240.00	Inferior / Adj: \$240.00	Inferior / Adj: \$240.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Dishwasher, W/D Hookups, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	W/D Hookups, Pool, Refrigerator, Stove	W/D Hookups, Pool, Refrigerator, Stove	W/D Hookups, Pool, Refrigerator, Stove
AC	None	None	None	None
Heat	Unknown	Unknown	Unknown	Unknown
Parking	Unassigned	Unknown	Unknown	Unknown
Exterior Features				
Lot Size				
Adjustment		Superior / Adj: -\$5.00	Superior / Adj: -\$5.00	Superior / Adj: -\$5.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		11/7/2024	11/7/2024	4/5/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$1,835.00	\$1,525.00	\$1,500.00	\$1,475.00
Actual Rent				
Adjustment		\$235.00	\$235.00	\$235.00
Adjusted Monthly Rent		\$1,760.00	\$1,735.00	\$1,710.00
COMPARABLE BREAKDOWN				
3,835 Recent comparables in jurisdiction				
670 Similar 1 bedroom comparables in New Haven County				
18 Similar 1 bedroom comparables in the City of East Haven				
6 Within 0.50 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 11/27/2024 to be \$1,735.00.				
The adjusted reasonable rent range is \$1,710.00 to \$1,760.00.				
Requested Rent Amount: \$1,835.00 Rent Approved: \$1,511.00.				
RR Certifier Signature: <u>Suela Pergjoni</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Elm City Communities/HA of the City New Haven, the requested rent of \$1,835.00 IS NOT reasonable, and the approved rent of \$1,511.00 IS reasonable.				
Certification ID 55BFC263-F4E7-4740-A7DF-46533CF47015 Certification Date 2024-11-27 Version AVM 6.1, RRC 7.0, RW5 Client Reference Voucher Bedroom 1 Family Name Housing Authority Elm City Communities/HA of the City New Haven Certifier Suela Pergjoni Utility Schedule 1/24-New Haven-Single Family Attached w/o Gas (Electric Heat Pump) Page 1 of 1 excluding appendices.				

Local Market Analysis



The adjusted reasonable rent range is \$1,710.00 to \$1,760.00.

Comparable 1:	\$1,760.00	98.60% Very Similar
Comparable 2:	\$1,735.00	98.58% Very Similar
Comparable 3:	\$1,710.00	98.55% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Pool for comparable is superior to subject (-\$25.00 adjustment)
Heating utility for comparable is inferior to subject (\$57.00 adjustment)
Cooking utility for comparable is inferior to subject (\$14.00 adjustment)
Hot water utility for comparable is inferior to subject (\$44.00 adjustment)
Other electric utility for comparable is inferior to subject (\$66.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$235.00)

Comparable 2:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Pool for comparable is superior to subject (-\$25.00 adjustment)
Heating utility for comparable is inferior to subject (\$57.00 adjustment)
Cooking utility for comparable is inferior to subject (\$14.00 adjustment)
Hot water utility for comparable is inferior to subject (\$44.00 adjustment)
Other electric utility for comparable is inferior to subject (\$66.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$235.00)

Comparable 3:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Pool for comparable is superior to subject (-\$25.00 adjustment)
Heating utility for comparable is inferior to subject (\$57.00 adjustment)
Cooking utility for comparable is inferior to subject (\$14.00 adjustment)
Hot water utility for comparable is inferior to subject (\$44.00 adjustment)
Other electric utility for comparable is inferior to subject (\$66.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$235.00)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

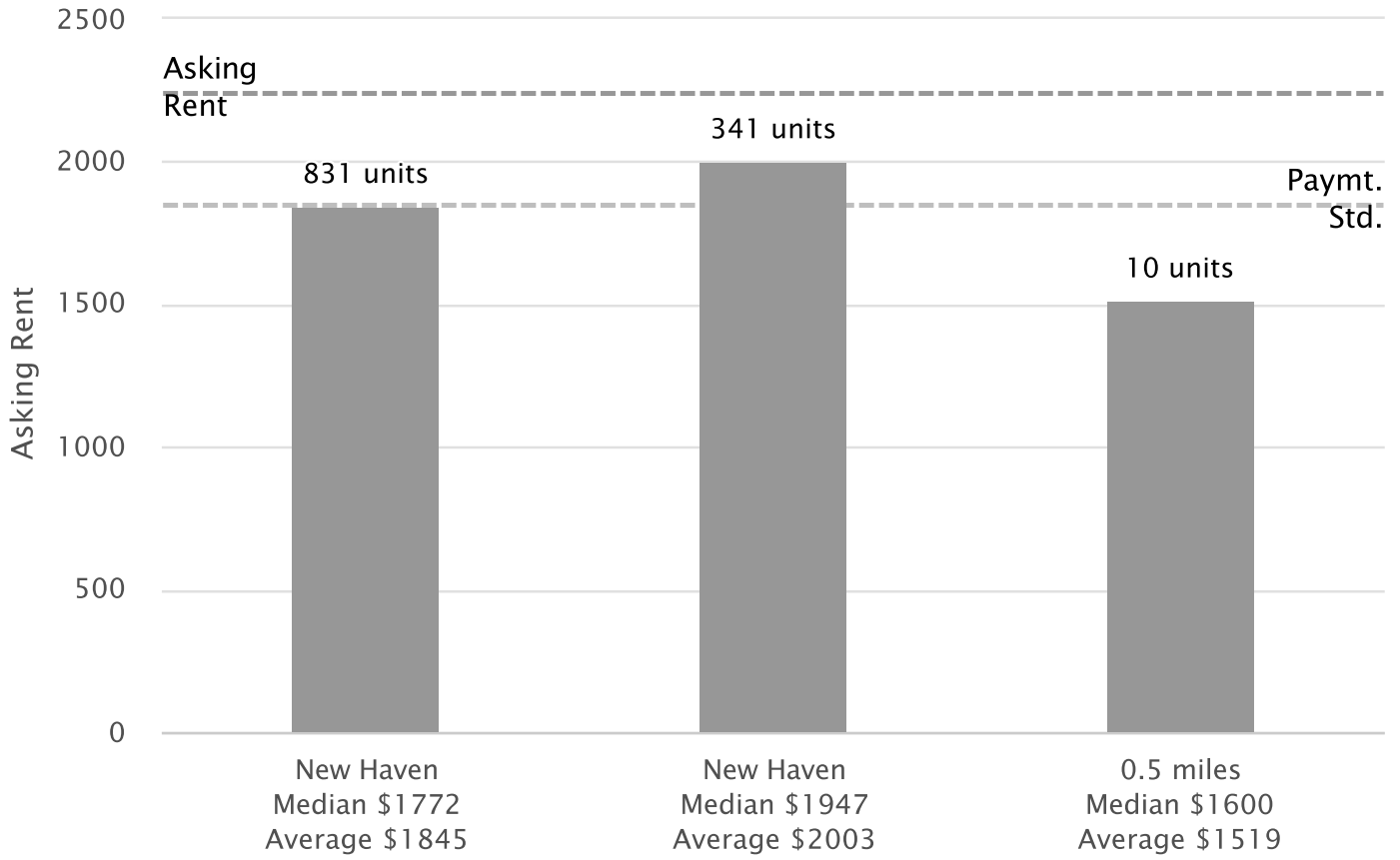
Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	740 Rev Dr M L King Jr Blvd	55 Sherman Ave	6 Gilbert Ave	435 Orchard St
City	New Haven 06511	New Haven 06511	New Haven 06511	New Haven 06511
LOCATION				
Subdivision				
Proximity to Subject		0.06	0.18	0.49
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	2/1/0	2/1/0	2/1/0	2/1/0
Sq. Ft.	0	1000	950	850
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
TYPE				
Property Type	row house	townhouse/villa	townhouse/villa	townhouse/villa
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built		1925	1890	1968
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Electric / Owner	Natural Gas / Tenant	Natural Gas / Owner	Natural Gas / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Owner	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Owner	Natural Gas / Tenant
Sewer Type / Paid By	unknown / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Owner	Tenant	Owner	Tenant
Adjustment		Inferior / Adj: \$294.00	Inferior / Adj: \$105.00	Inferior / Adj: \$294.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Dishwasher, W/D Hookups, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	W/D Hookups, Refrigerator, Stove	Dishwasher, W/D Hookups, Refrigerator, Stove, Fenced Yard	W/D Hookups, Refrigerator, Stove
AC	None	None	None	None
Heat	Unknown	Unknown	Unknown	Unknown
Parking	Unassigned	Unknown	None	None
Exterior Features				
Lot Size				
Adjustment		Inferior / Adj: \$20.00	Inferior / Adj: \$5.00	Inferior / Adj: \$20.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		10/22/2024	3/19/2024	8/29/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,240.00	\$1,800.00	\$1,900.00	\$1,650.00
Actual Rent				
Adjustment		\$314.00	\$110.00	\$314.00
Adjusted Monthly Rent		\$2,114.00	\$2,010.00	\$1,964.00

COMPARABLE BREAKDOWN
3,835 Recent comparables in jurisdiction
831 Similar 2 bedroom comparables in New Haven County
341 Similar 2 bedroom comparables in the City of New Haven
10 Within 0.50 miles
CERTIFICATION
I (we) estimate the monthly market rent of the subject as of 11/27/2024 to be \$2,029.33.
The adjusted reasonable rent range is \$1,964.00 to \$2,114.00.
Requested Rent Amount: \$2,240.00 Rent Approved: \$1,843.00.
RR Certifier Signature: <u>Suela Pergjoni</u>
QC Certifier Signature: _____
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Elm City Communities/HA of the City New Haven, the requested rent of \$2,240.00 IS NOT reasonable, and the approved rent of \$1,843.00 IS reasonable.

□
Certification ID <u>DA52C16E-5250-4CBE-B7DB-9EA5EF8CE333</u>
Certification Date 2024-11-27
Version AVM 6.1, RRC 7.0, RW5
Client Reference
Voucher Bedroom 2
Family Name
Housing Authority Elm City Communities/HA of the City New Haven
Certifier Suela Pergjoni
Utility Schedule 1/24-New Haven-Single Family Attached w/o Gas (Electric Heat Pump)
Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,964.00 to \$2,114.00.

Comparable 1:	\$2,114.00	98.81% Very Similar
Comparable 2:	\$2,010.00	99.72% Very Similar
Comparable 3:	\$1,964.00	98.71% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Heating utility for comparable is inferior to subject (\$68.00 adjustment)
Cooking utility for comparable is inferior to subject (\$20.00 adjustment)
Hot water utility for comparable is inferior to subject (\$56.00 adjustment)
Other electric utility for comparable is inferior to subject (\$91.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$314.00)

Comparable 2:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Heating utility for comparable is inferior to subject (\$68.00 adjustment)
Cooking utility for comparable is inferior to subject (\$10.00 adjustment)
Hot water utility for comparable is inferior to subject (\$27.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$110.00)

Comparable 3:

Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Heating utility for comparable is inferior to subject (\$68.00 adjustment)
Cooking utility for comparable is inferior to subject (\$20.00 adjustment)
Hot water utility for comparable is inferior to subject (\$56.00 adjustment)
Other electric utility for comparable is inferior to subject (\$91.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$314.00)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	689 Legion Ave	1640 Chapel St	360 Sherman Ave 3	416 Washington Ave
City	New Haven 06519	New Haven 06511	New Haven 06511	West Haven 06516
LOCATION				
Subdivision				
Proximity to Subject		0.49	1.02	2.45
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	3/2/0	3/1/0	3/1/0	3/1/0
Sq. Ft.	0	1100	1250	0
Adjustment		Inferior / Adj: \$45.00	Inferior / Adj: \$45.00	Inferior / Adj: \$45.00
TYPE				
Property Type	row house	duplex	triplex	duplex
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built			1960	
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	unknown / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Tenant	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$346.00	Inferior / Adj: \$429.00	Inferior / Adj: \$346.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Dishwasher, W/D Hookups, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	W/D Hookups, Refrigerator, Stove		Washer, Dryer, W/D Hookups, Refrigerator, Stove
AC	None	Central	None	None
Heat	Unknown	Central	None	Unknown
Parking	Unassigned	None	None	Unknown
Exterior Features				
Lot Size				
Adjustment		Superior / Adj: -\$30.00	Inferior / Adj: \$80.00	Superior / Adj: -\$20.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		10/22/2024	3/31/2024	5/7/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,783.00	\$1,950.00	\$1,800.00	\$1,900.00
Actual Rent				
Adjustment		\$361.00	\$554.00	\$371.00
Adjusted Monthly Rent		\$2,311.00	\$2,354.00	\$2,271.00
COMPARABLE BREAKDOWN				
3,835 Recent comparables in jurisdiction				
702 Similar 3 bedroom comparables in New Haven County				
269 Similar 3 bedroom comparables in the City of New Haven				
61 Within 2.50 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 11/27/2024 to be \$2,312.00.				
The adjusted reasonable rent range is \$2,271.00 to \$2,354.00.				
Requested Rent Amount: \$2,783.00 Rent Approved: \$2,268.00.				
RR Certifier Signature: <u>Suela Pergjoni</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Elm City Communities/HA of the City New Haven, the requested rent of \$2,783.00 IS NOT reasonable, and the approved rent of \$2,268.00 IS reasonable.				

□

Certification ID 4F2735AC-1898-4445-9ED2-95E77DE8FBD9

Certification Date 2024-11-27

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 3

Family Name

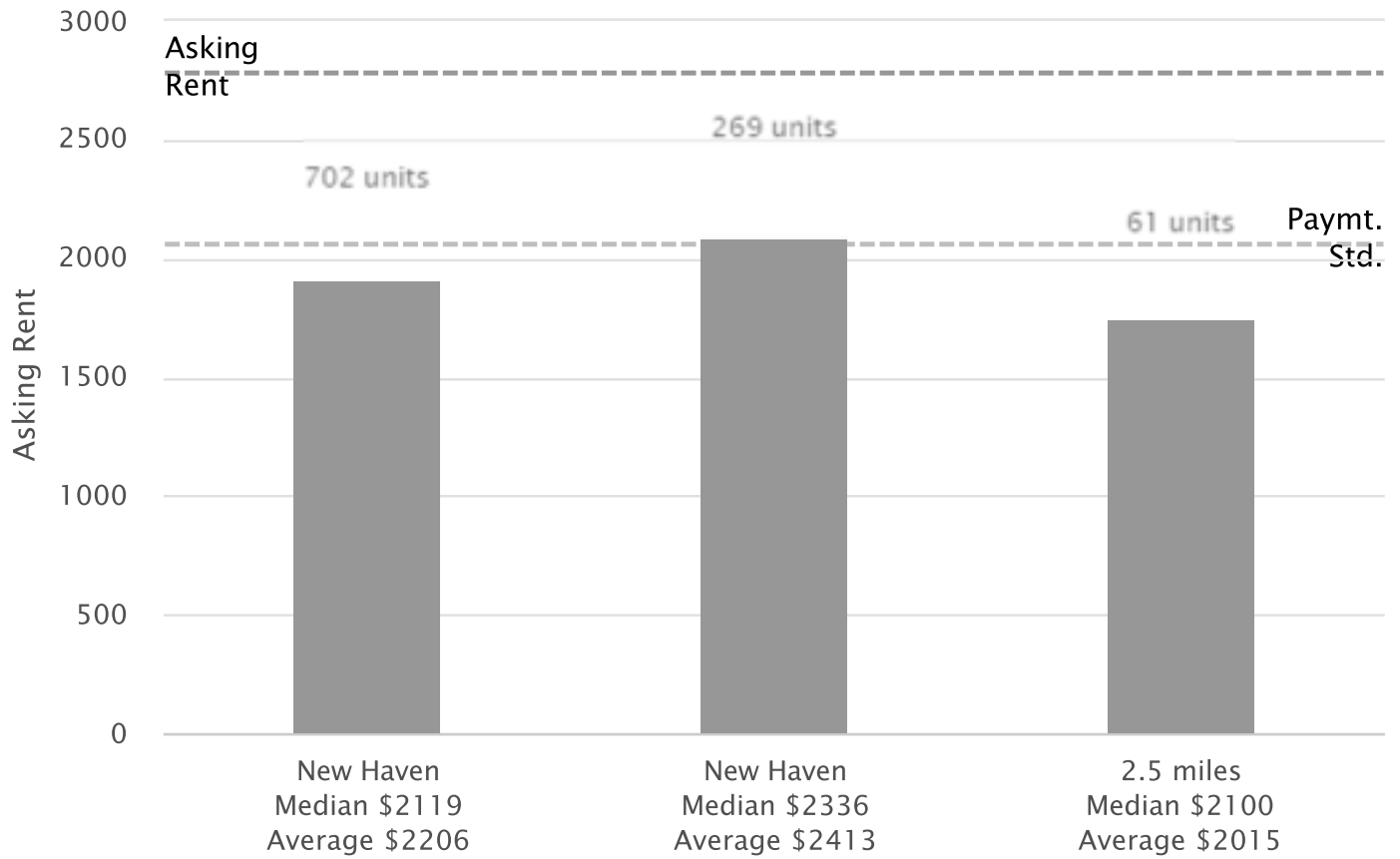
Housing Authority Elm City Communities/HA of the City New Haven

Certifier Suela Pergjoni

Utility Schedule 1/24-New Haven-Single Family Attached w/o Gas (Electric Heat Pump)

Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$2,271.00 to \$2,354.00.

Comparable 1: **\$2,311.00** 97.13% Very Similar

Comparable 2: **\$2,354.00** 92.59% Very Similar

Comparable 3: **\$2,271.00** 96.91% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Full bath count for comparable is inferior to subject (\$45.00 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Cooling system for comparable is superior to subject (-\$50.00 adjustment)
Heating utility for comparable is inferior to subject (\$76.00 adjustment)
Cooking utility for comparable is inferior to subject (\$26.00 adjustment)
Hot water utility for comparable is inferior to subject (\$68.00 adjustment)
Other electric utility for comparable is inferior to subject (\$117.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$361.00)

Comparable 2:

Full bath count for comparable is inferior to subject (\$45.00 adjustment)
Stove for comparable is inferior to subject (\$25.00 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Refrigerator for comparable is inferior to subject (\$25.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Gated community for comparable is inferior to subject (\$10.00 adjustment)
Heating utility for comparable is inferior to subject (\$76.00 adjustment)
Cooking utility for comparable is inferior to subject (\$26.00 adjustment)
Hot water utility for comparable is inferior to subject (\$68.00 adjustment)
Other electric utility for comparable is inferior to subject (\$117.00 adjustment)
Water utility for comparable is inferior to subject (\$83.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Total adjustment for this property is (\$554.00)

Comparable 3:

Full bath count for comparable is inferior to subject (\$45.00 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Heating utility for comparable is inferior to subject (\$76.00 adjustment)
Cooking utility for comparable is inferior to subject (\$26.00 adjustment)
Hot water utility for comparable is inferior to subject (\$68.00 adjustment)
Other electric utility for comparable is inferior to subject (\$117.00 adjustment)
Range/Stove utility for comparable is inferior to subject (\$21.00 adjustment)
Refrigerator utility for comparable is inferior to subject (\$25.00 adjustment)
Electric service charge for comparable is inferior to subject (\$13.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$371.00)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim-President/Executive Director

RE: Resolution Authorizing A Housing Assistance Payment (HAP) Contract With Hill Central 1 (HC1) LLC For Nineteen (19) Project Based Units For An Initial Term Of Twenty (20) Years Commencing January 1, 2025 And Ending December 31, 2045 With An Option To Renew For An Additional 20 Years In The Authority's Sole Discretion

ACTION: Recommend that the Board of Commissioners adopt Resolution # **#12-92/24-R**

TIMING: Immediately

DISCUSSION: On July 13, 2020, ECC/HANH issued a Request for Proposals (RFP) for the Housing Choice Voucher (HCV/Section 8) Project-Based Assistance Program to Support the Development of Affordable Housing. ECC/HANH was seeking proposals from owners of newly constructed, rehabilitated or existing units under the Project Based Voucher (PBV) Program. One hundred PBV's were set aside for extremely low and very low-income households with preferences for downtown and neighborhoods with affordable housing undergoing revitalization and housing with accessible units. The RFP was a "rolling process", which is a first come, first served basis. Proposals will be accepted for consideration on a continuous basis until ECC/HANH determined that funding or vouchers are no longer available for the award.

On **August 5, 2020**, HC1 LLC responded to the RFP. The PBV units are located at 165 DeWitt Street in New Haven.

HC1 LLC will be allocating nineteen (19) Project Based vouchers immediately to residents on the ECC/HANH Housing Choice Voucher wait list. Thirteen of which are allocated to Homeless families receiving supportive services.

FISCAL IMPACT: \$314,088.00

SOURCE OF FUNDS: Section 8/ HCV Funds

STAFF: Coreen Toussaint VP of Housing Choice Voucher

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

RESOLUTION #12-92/24-R

RESOLUTION AUTHORIZING A HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT WITH HILL CENTRAL 1 (HC1) LLC FOR NINETEEN (19) PROJECT BASED UNITS FOR AN INITIAL TERM OF TWENTY (20) YEARS COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2045 WITH AN OPTION TO RENEW FOR AN ADDITIONAL 20 YEARS IN THE AUTHORITY'S SOLE DISCRETION

WHEREAS, On July 13, 2020, ECC/HANH issued a Request for Proposals (RFP) for the Housing Choice Voucher (HCV/Section 8) Project-Based Assistance Program to Support the Development of Affordable Housing; and

WHEREAS, the RFP was a "rolling process", which is a first come, first served basis and proposals will be accepted for consideration on a continuous basis until ECC/HANH determines that funding or vouchers are no longer available; and

WHEREAS, HC1 LLC responded to the RFP and proposed to allocate 19 Project Based Vouchers; and

WHEREAS, HC1 LLC allocated nineteen (19) project based vouchers to residents on the ECC/HANH Housing Choice Voucher wait list; and

WHEREAS, project-based assistance will be provided for 20 years, subject to the availability of funds, with an option to renew for an additional 20 years in the sole discretion of the Authority for the nineteen (19) units set forth in Exhibit A attached hereto; and

WHEREAS, on February 21, 2023, ECC/HANH entered into an Agreement to enter into a PBV Housing Assistance Payments Contract (HAP) with HC1 LLC for the nineteen (19) units; and

WHEREAS, the contract units and the proposed contract rents set forth in Exhibit A and attached hereto are within the reasonable rent limits established by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Authority may not enter into a HAP contract for these units until they receive environmental approval under 24 CFR Part 58, subsidy layering review, and all voucher federal requirements of the U.S. Department of Housing and Urban Development; and

WHEREAS, ECC/HANH is requesting authorization of the HAP contract for the nineteen (19) project-based units to be allocated to residents on the ECC/HANH Housing Choice Voucher wait list. This agreement would commence upon approval of the TCO and confirmation of compliance of voucher HUD requirements; and

WHEREAS, the gross rents shall meet the rent reasonableness and subsidy layering federal requirements; and

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

1. The award of the Housing Assistance Payments (HAP) Contract with HC1 LLC for the nineteen (19) project-based units as set forth in the recitals to this resolution be and hereby is, authorized and directed, and.
2. The Interim President/Executive Director be and hereby is authorized, empowered and directed to execute and deliver such documents, instruments and agreements necessary to fulfill the foregoing purposes, and to take any and all such action ancillary, or necessary related thereto; and
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 17th, 2024.

Shenae Draughn,
Interim-President/Executive Director

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Exhibit C

Address	Unit #	BR	Baths	Rent	UA	Gross Rent
165 DeWitt Street	203	2	1	\$ 1,578	\$ 265	\$ 1,843
165 DeWitt Street	204	2	1	\$ 1,578	\$ 265	\$ 1,843
165 DeWitt Street	303	2	1	\$ 1,578	\$ 265	\$ 1,843
165 DeWitt Street	304	2	1	\$ 1,578	\$ 265	\$ 1,843
159 DeWitt Street	6-159	2	1	\$ 1,578	\$ 265	\$ 1,843
165 DeWitt Street	101	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	102	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	103	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	104	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	205	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	206	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	207	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	208	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	210	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	212	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	301	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	302	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	309	1	1	\$ 1,306	\$ 205	\$ 1,511
165 DeWitt Street	311	1	1	\$ 1,306	\$ 205	\$ 1,511

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Elm City Communities ("PHA") and
HC1, LLC ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

Agreement to Enter into a PBV HAP Contract

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

 X **Single-stage project**

- i. **Effective Date for all contract units:** November 1, 2024
- ii. **Date of Commencement of the Work:** The date for commencement of work is not later than 90 calendar days after the effective date of this Agreement.
- iii. **Time for Completion of Work:** The date for completion of the work is not later than 730 calendar days after the effective date of this Agreement.

 Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK
1	19	10/15/2024	03/15/2023	19 months

Agreement to Enter into a PBV HAP Contract

1.5 Nature of the Work

This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner’s control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - An architect's or developer's certification that the housing complies with:
 - the HQS;
 - State, local, or other building codes;
 - Zoning;

- _____ The rehabilitation work write-up for rehabilitated housing;
- _____ The work description for newly constructed housing; or
- _____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent to owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

Agreement to Enter into a PBV HAP Contract

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 2. HUD may waive this provision for good cause.

Agreement to Enter into a PBV HAP Contract

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, 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 in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally 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 in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

- B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
 - 1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 - 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
7. 24 CFR part 8;
9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions --- Check All that Apply

- Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.



— Labor Standards Requirements

Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.

— Flood Insurance

Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY (PHA) Elm City Communities Name of PHA (Print)
By: Karen DuBois-Walton Signature of authorized representative

Name and official title (Print)
Executive Director
Date
OWNER HC1, LLC Name of Owner (Print)
By: Frederick Ross Signature of authorized representative

Name and official title (Print)
Member
Date 02/21/2023

Agreement to Enter into a PBV HAP Contract

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2.1 Training, Employment, and Contracting Opportunities

- A. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- B. The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Pursuant to 24 CFR §135.90, recipients of HUD financial assistance that is subject to Part 135 requirements, are required to submit Section 3 Annual Reports on Form HUD-60002 to the Office of Fair Housing and Equal Opportunity (FHEO). This form must be submitted electronically and can be found at www.hud.gov/section3.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 Reserved

2.4 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-

1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and

on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

*(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:
<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor*

site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution

under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) *The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

(4) *Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the*

contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted

under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.*
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.*

2.5 Reserved

2.6 Reserved

2.7 Reserved

2.8 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 Reserved

2.10 Evidence of Unit(s) Completion; Escrow

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

EXHIBIT B: Description of work to be performed

: HC1, LLC a for-profit affordable housing provider proposes to develop an affordable housing residence on land which HC1, LLC owns at 550 Howard, 145 DeWitt and 260 Portsea Street in the Hill District of New Haven.

The project will be a 8, 3-story buildings with 24 one bedroom, 8 two bedroom, 18 three bedroom, and 14 four bedroom units of housing for low-income, disabled and homeless individuals. The building will be approximately 30,000 square feet. The project provides a 400sf lounge, a laundry facility and an approximately 2,000sf outdoor space. Onsite social services and a resident services coordinator will be provided for all tenants. The work description is included in the project file.



February 27, 2023

RE: EXHIBIT B – Hill Central Phase I
Work Description

Hill Central was constructed in 1980 as an affordable housing cooperative. It operated in the program up until June of 2017 when the property was sold by its members to Hill Central, LLC. The property has remained affordable and is covered by a Section 8 HAP contract. As part of the sale, the buyer, Hill Central, LLC expressed a desire to redevelop the property and this application is a result of that intention.

There are presently 72 three and four bedroom units at Hill Central. All are covered by a HAP contract with HUD that expires in 18 years. The physical design of the property is such that it is split into two halves by Hill Central School and Roberto Clemente School, both K-8 New Haven public schools.

To facilitate redevelopment, we have split the property into two halves, Phase I and Phase II. Hill Central Phase I presently houses 32 three and four bedroom units and has significant underutilization of the property. The plan contemplates the demolition of the existing 32 units replacing them with 64 units. The replacements will have the following mix:

- 18 three bedrooms units,
- 14 four bedroom units (both match existing conditions),
- 24 one bedroom units (14 affordable with Elm City Communities PBV's, 13 supportive housing)
- 8 two bedroom units (5 affordable with Elm City Communities PBV's)

Within the new mix, 80% will be affordable, and 20% will be market rate. All affordable units (80% or 51 units) will be covered by a HAP contract. Further broken down, the 80% affordable units will have 30%, 50%, and 60% AMI set asides, and 13 of the units will be supportive housing administered by Columbus House covered by Section 8 project based vouchers from Elm City Communities.

Sincerely,

Rick Ross
Managing Member
HC1, LLC

Westmount Development Group, LLC • Westmount Management, Inc.

36 Park Place • Box 719 • Branford, CT 06405 • PH: 203.483.4375 • FAX: 203.483.4376 • www.westmountmgmt.com

EXHIBIT C: Description of housing

Project Name and Location:

Project Name:

Complete Address:

	# Units	Contract Rent	Utility Allowance*	Gross Rent	Total Contract Rent for PBV Units/ Month
PBV 1-bedroom Units	14	\$1,334	\$92	\$1,426	\$19,964
PBV 2- bedroom Units	5	\$1,629	\$99	\$1,728	\$8,640
PBV 3-bedroom Units		\$	\$	\$	\$
PBV 4- bedroom Units		\$	\$	\$	\$

The Owner shall provide or pay for the utilities indicated below. By an "O". The tenant shall provide or pay for the utilities indicated below by "T"

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	T
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	T
Water heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottled Gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	T
Other Electric		T
Water		O



February 27, 2023

RE: EXHIBIT C - Hill Central Phase I

FROM: HC1, LLC (Westmount Development Group, LLC)

Hill Central was constructed in 1980 as an affordable housing cooperative. It operated in the program up until June of 2017 when the property was sold by its members to Hill Central, LLC. The property has remained affordable and is covered by a Section 8 HAP contract. As part of the sale, the buyer, Hill Central, LLC expressed a desire to redevelop the property and this application is a result of that intention.

There are presently 72 three and four bedroom units at Hill Central. All are covered by a HAP contract with HUD that expires in 18 years. The physical design of the property is such that it is split into two halves by Hill Central School and Roberto Clemente School, both K-8 New Haven public schools.

To facilitate redevelopment, we have split the property into two halves, Phase I and Phase II. Hill Central Phase I, located at 145 DeWitt Street, and 550 Howard Avenue, presently houses 32 three and four bedroom units and has significant underutilization of the property. The plan contemplates the demolition of the existing 32 units replacing them with 64 units. The replacements will have the following mix:

- 18 three bedrooms units,
- 14 four bedroom units (both match existing conditions),
- 24 one bedroom units (14 affordable with Elm City Communities PBV's, 13 supportive housing)
- 8 two bedroom units (5 affordable with Elm City Communities PBV's)

Within the new mix, 80% will be affordable, and 20% will be market rate. All affordable units (80% or 51 units) will be covered by a HAP contract (32 PBV's from HUD, and 19 PBV's from Elm City Communities). Further broken down, the 80% affordable units will have 30%, 50%, and 60% AMI set asides, and 13 of the units will be supportive housing administered by Columbus House covered by Section 8 project based vouchers from Elm City Communities. All Elm City Community PBV's will be located in Building 8. There will be a mix of 14, 1 bedroom units, and 5, 2 bedroom units.

All units will be Passive House certified. Tenants will not have a utility bill. The building is master metered. There will be a community room/coffee shop on site, an on-site Property Manager, on-site Superintendent, on-site Resident Services Coordinator, an on-site Case Manager, , elevator, outdoor community space, on-site parking, and electric vehicle charging stations.

All utilities will be paid by Owner inclusive of electric, water, sewer, and trash. The initial Contract Rent to Owner will be \$1,259/ 1 bedroom, and \$1,536/ 2 bedroom.

Westmount Development Group, LLC • Westmount Management, Inc.

36 Park Place • Box 719 • Branford, CT 06405 • PH: 203.483.4375 • FAX: 203.483.4376 • www.westmountmgmt.com



The project will be owned by a newly created entity named HC1, LLC.

Funding for the project comes from multiple sources:

1. 9% Low Income Housing Tax Credits
2. CT DOH Flex Funds
3. CT DOH HOME Funds
4. CHFA CMF Funds
5. CHFA Permanent Debt
6. UI Energy Rebates
7. Existing Reserve Funds
8. TD Bank Construction Loan

Included with this Exhibit are site and architectural plans. The new development consists of 8 buildings, 7 of which are 3 and 4 bedroom townhouse units, one of which is a 3 story apartment building with 1 and 2 bedroom units. A full set of construction drawings are available upon request.

We look forward to providing new, efficient affordable housing to the residents of Hill Central.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Ross'.

Rick Ross
Managing Member
HC1, LLC

Westmount Development Group, LLC • Westmount Management, Inc.

36 Park Place • Box 719 • Branford, CT 06405 • PH: 203.483.4375 • FAX: 203.483.4376 • www.westmountmgmt.com

Exhibit D: Housing Assistance Payment Contract
(see attachment)

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 1
(04/2023)**

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

Single-Stage Project

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

Multi-Stage Project

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. ~~Vacancy payment~~

~~THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.~~

- a. ~~If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.~~
- b. ~~The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~

- e. ~~The PHA may make vacancy payments to the owner only if:~~
 - 1. ~~The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
 - 2. ~~The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
 - 3. ~~The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
 - 4. ~~The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~
- d. ~~The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- e. ~~The owner may refer families to the PHA for placement on the PBV waiting list.~~
- f. ~~The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.~~

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

- 1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:
 - ___ Public Housing or Operating Funds;
 - ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
 - ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
 - ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
 - ___ Rent Supplement Program;
 - ___ Rental Assistance Program;

___ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

___ Section 236;

___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

___ Housing for the Elderly (Section 202 or the Housing Act of 1959);

___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

___ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

- a Place a check mark here ___ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

b. Place a check mark here ___ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

c. Place a check mark here ___ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By: Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By: Signature of authorized representative
Name and official title (Print)
Date

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER
Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
 - b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with
-

the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ___ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the
-

owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents

below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.

- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided

under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a

contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy..
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an

assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or

other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- c. The creation of a security interest in the HAP contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, 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 in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally 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 in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

MEMORANDUM

TO: Board of Commissioners

DATE: December 17, 2024

FROM: Shenae Draughn, Interim Executive Director

RE: **RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH HOUSING AUTHORITY CITY OF NEW HAVEN (the "AUTHORITY") D/B/A ELM CITY COMMUNITIES AND WESTVILLE MANOR RAD I LLC FOR SUPPORTIVE HOUSING AND RESIDENT SERVICES AT WESTVILLE MANOR PHASE I IN AN APPROXIMATE AMOUNT OF NOT TO EXCEED \$52,000 ANNUALLY FOR ONE YEAR WITH OPTION TO RENEW FOR FOUR ADDITIONAL ONE YEAR PERIODS**

ACTION: Recommend that the Board of Commissioners adopt Resolution # **12-93/24-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 a portion of Westville Manor.

Staff has determined that it is in the best interest of the project to submit a 9% LIHTC application that is due on January 15, 2025. As part of the scoring criteria supportive housing and resident's services are required.

This resolution is seeking authorization of a Memorandum of Agreement between Westville Manor Phase I, LLC and The Housing Authority City of New Haven d/b/a Elm City Communities, to develop and implement a Supportive Housing Plan for no less than ten (10) households (20% of total units) at the Project to carry out the program set forth above.

FISCAL IMPACT: Approximately \$52,000 Annually from project's operating budget

STAFF: Latoya Mills, Director of CED

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

RESOLUTION # 12-93/24-R

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE HOUSING AUTHORITY CITY OF NEW HAVEN (the "AUTHORITY") D/B/A ELM CITY COMMUNITIES AND WESTVILLE MANOR RAD I LLC FOR SUPPORTIVE HOUSING AND RESIDENT SERVICES AT WESTVILLE MANOR PHASE I IN AN APPROXIMATE AMOUNT OF NOT TO EXCEED \$52,000 ANNUALLY FOR ONE YEAR WITH OPTION TO RENEW FOR FOUR ADDITIONAL ONE YEAR PERIODS AT THE SOLE DISCRETION OF WESTVILLE MANOR RAD I LLC

WHEREAS, The Housing Authority City of New Haven (the "Authority" or "ECC") executed a Memorandum of Agreement with its instrumentality, The Glendower Group, Inc. ("Glendower"), to carry out its redevelopment efforts; and

WHEREAS, the Authority PLANS to redevelop the housing complex commonly known as Westville Manor; and

WHEREAS, 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; and

WHEREAS, Westville Phase I will consist of up to 50 residential rental housing units (the "Development") and will be located on a portion of Westville Manor; and

WHEREAS, the supportive services programs that are offered are geared toward strengthening an individual's five domains of health: physical, emotional, spiritual, social and cognitive health. Programing can include yoga, knitting, word games, walking groups, and coffee socials. Working with the recreational therapist, had increased the number of group meetings for each development; and

WHEREAS, this resolution is seeking authorization of a Memorandum of Agreement between Westville Manor Rad I LLC and the Authority to develop and implement a Supportive Housing Plan for no less than ten (10) households (20% of total units) at the Project to carry out the program set forth above.

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

1. The preparation, execution and delivery of a Memorandum of Agreement as set forth in the recitals hereinabove, the form of which is attached hereto as Exhibit A, be and hereby is authorized and directed; and
2. Interim President be and hereby is authorized, empowered and directed to execute and deliver the Memorandum of Agreement, and to expend the funds in the amount of \$xx annually for a one-year period with option to renew for four additional one-year periods; and

3. The Interim Executive Director of the Authority be and hereby is authorized, empowered, and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing; and
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 17, 2024.

Shenae Draughn
Interim Executive Director

Date

REVIEWED:
McCarter & English, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young

Exhibit A

Westville Phase I Supportive Housing MOA

MEMORANDUM OF AGREEMENT
Supportive Services for Westville Manor Phase I 9% Redevelopment Project

This Memorandum of Agreement ("Agreement") is made as of the __ day of _____, 2024, by and between the ELM CITY COMMUNITIES/HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, DBA Elm City Communities, a public housing authority organized under the laws of the State of Connecticut, with a chief executive office located at 360 Orange Street, New Haven, CT 06511 (hereinafter referred to as the "Authority or ECC"), and the Westville Manor RAD I, LLC, or its affiliate or assignee, having an address at 360 Orange Street (referred to herein as the "Owner"). The Authority and the Owner are collectively referred to as the "Parties."

Purpose

The purpose of this Agreement is to outline the collaboration between the Authority and the Owner for the provision of supportive services and resident services by the Authority to the residents of Westville Manor Phase I 9% Redevelopment Project (hereinafter referred to as the "Project") The Project is a proposed development consisting of 50 residential units at Westville Manor, New Haven, Connecticut. The Project includes ten (10) units of supportive housing designated necessary for them to remain lease compliant and remain or become self-sufficient. While ten families will be provided with intensive case management, all families will have access to case management necessary for them to achieve their self-sufficiency goals outlines in their Individual Service Plan (ISP). Additionally, the Authority will provide an on-site resident service coordinator to provide services to the remaining forty (40) residents. The resident service coordinator will be on-site no less than twenty (20) hours per week.

Scope of Services

The Authority will provide comprehensive supportive services to the residents of the ten (10) supportive housing units. These services include, but are not limited to:

1. **Individual Service Plan:** Work with each family to develop an ISP to identify the barriers they may be facing to achieving self-sufficiency. The ISP involve collaboration between the family, case managers, social workers, and other providers. The framework of the ISP will encompass the following components and be tailored to the unique needs of each family.
 - A. Initial Assessment
 - B. Goal Setting
 - C. Service Coordination
 - D. Support Services

- E. Action Plan
- F. Monitoring and Evaluation

The case manager will schedule quarterly check-ins with the families to assess their progress on goals and address any new challenges that may arise. The ISP will be updated as needed based on the family's changing circumstances. The ultimate aim of the ISP is to provide a holistic approach, tailored to address the challenges faced by the families and to promote long-term stability.

2. **Housing Stability:** Assisting residents to maintain safe, affordable housing and preventing eviction.
3. **Independent Living Skills:** Helping residents enhance their independent living skills.
4. **Natural Supports and Activities:** Connecting residents with natural supports and community activities.
5. **Collaborative Service Planning:** Empowering residents to take an active role in identifying and prioritizing their needs and goals through a collaborative service planning process involving the resident and their case manager.

Target Population

The supportive services will be focused on providing supportive services for low-income families to assist them with maintaining their self-sufficiency or becoming self-sufficient. This program provides these families with the continuum of care needed to help them achieve their short-term and long-term self-sufficiency goals. These services will include but not be limited to nutritional counseling, transportation, remedial and continuing education, access to childcare, employment training and placement, financial literacy counseling, and outreach regarding health-related services. As stated above, ten families will be provided with intensive case management involving more follow-up and more intervention with providers. However, all families will be assessed and have access to supportive services.

Resident Service Coordinator (RSC) for Eastview Terrace development

The Resident Service Coordinator (RS) provides referral and informational services to individuals and families for the purpose of resolving specific personal problems through established community organizations or government agencies and helping residents achieve economic self-sufficiency. The RSC provides appropriate referral to established community organizations and agencies in support of resolving specific personal problems of individuals and families. Inherent in the work is the availability to meet with residents and representatives of community organizations and agencies both during and after regular working-hours.

Essential Job Duties

1. Provides and publicizes information on available community services to residents so that residents are made aware in advance of these services and how to utilize them.
2. Assists residents by providing an available referral and information service for the resolution of personal or family problems.
3. Assist in the monitoring of services provided by organizations and agencies to resident in order to ensure quality and efficiency of service and to make certain that residents are treated fairly.
4. Maintains close working relationships with residents especially in instances where immediate solutions are anticipated and when there is need to provide continuous follow up regarding solutions to give situations.
5. Organize and facilitate resident group meetings, individual resident meetings, preparation.
6. Meets with resident groups.
7. Reviews and handles lease compliance referrals received from management to ensure that residents are taking advantage of services available and complying with their lease.
8. Monitors services provided by organizations and agencies to residents in order to ensure quality and efficiency of service and to make certain that residents are treated fairly.

Funding

The Master Development Agreement between the Owner Entity and the Authority provides \$52,0000 annually for supportive services and \$61,897.33 annually for resident services for the Project. These funds will be utilized to deliver the aforementioned services effectively and efficiently.

Service Delivery Model

The services in this program will be tailored to assist residents in maintaining stable housing by providing affordable and appropriate residences and necessary support to ensure their success. Case management services will be individualized for each resident, based on clinical and functional assessments of their needs. An individualized service plan will be developed in collaboration with each resident, focusing on their strengths and preferences. Case Managers will work closely with residents to identify goals and develop plans to achieve them. The belief is that with stable housing, case managers and residents can collaboratively address other issues in the resident's recovery as the resident is ready to address them.

Conclusion

The Parties agree to work collaboratively to ensure the successful implementation of supportive services and resident services for the Project. This Agreement reflects the shared commitment of the Authority and the Owner to enhance the quality of life for residents and provide them with the necessary support to achieve stability and independence.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date first above written.

BY: _____
Shenae Draughn
Interim President
Elm City Communities\Housing Authority of the City of New Haven

BY: _____
Shenae Draughn
Interim President
Westville Manor RAD I, LLC

ATTACHMENT A

Supportive Service budget

Supportive Services Budget for Westville 9%			
Task	Hours	Hourly Rate Including Fringe Benefits	Cost
Complete 10 Assessments and ISP	30	\$ 43.27	\$ 1,298.10
Quarterly Monitoring	□□	\$ 43.27	\$ 3,461.60
Coordination for 10 families	□□□	\$ 43.27	\$ □□□□□□
Program Costs			\$ □□□□
Subtotal - Direct Cost	□□□	\$ 43.27	\$ 11,466.55
Subtotal - Indirect Costs			\$ 11,509.00
Total			\$ □□□□□□ ع □□□□□□ □□□□□□□□□□

Attachment B

Resident Service Budget

MEMORANDUM

TO: Board of Commissioners

DATE: December 17th, 2024

FROM: Shenae Draughn, Interim President/Executive Director

RE: Resolution Authorizing A Contract For Project Management Services With MAC Computer Consulting, Inc. For A Period Of One Year Beginning January 1, 2025 And Ending December 31, 2025, In An Amount Not To Exceed \$249,955.00

ACTION: Recommend that the Board of Commissioners adopt Resolution #12-94/24-R

TIMING: Immediately

DISCUSSION: ECC/HANH has determined a need for Project Management services familiar with YARDI conversions to assist with the YARDI implementation. ECC/HANH conducted a competitive procurement to identify a contractor to provide these needed services. On September 4, 2024, ECC/HANH issued RFP AD-24-JRFP-948. Responses were due on October 9, 2024. To ensure fair competition, ECC/HANH contacted vendors to make them aware of the RFP. ECC/HANH received responses from the following: BC Solutions, Wise Consulting, MAC Computer Consulting, Inc.

Upon completion of the review and evaluations of proposals, it was determined by the Evaluation Committee that MAC Computer Consulting, Inc. had submitted the most responsive proposal and award of the contract for Project Management to MAC Computer Consulting, Inc. is recommended for a period of One-Year in an amount not to exceed \$249,955.00.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted 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 authorized by the Board of Commissioners prior to execution.

ECC/ HANH staff is recommending that the Board of Commissioners authorize the contract award to MAC Computer Consulting, Inc. for Project Management for a period of one year beginning January 1, 2025 and ending December 31, 2025 in a contract amount not to exceed \$249,955.00.

FISCAL IMPACT: \$ 249,955.00

SOURCE OF FUNDS: Operating

STAFF: Donna Piccirilli
V.P. Information Technology/CIO

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #12-94/25-R

RESOLUTION AUTHORIZING A CONTRACT FOR PROJECT MANAGEMENT SERVICES WITH MAC COMPUTER CONSULTING, INC. FOR A PERIOD OF ONE YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, IN AN AMOUNT NOT TO EXCEED \$249,955.00

WHEREAS, ECC/HANH has determined a need for Project Management; and

WHEREAS, on September 4, 2024, ECC/HANH issued RFP AD-24-JRFP-948 with a deadline of October 9, 2024, to secure a contract for provisions of these services going forward; and

WHEREAS, ECC/HANH received responses from the following: BC Solutions, Wise Consulting, MAC Computer Consulting, Inc.; and

WHEREAS, upon completion of review and evaluations of submitted proposals, it was determined that MAC Computer Consulting, Inc. submitted the most responsive proposal; and

WHEREAS, ECC/HANH recommends award of the contract for Project Management to MAC Computer Consulting, Inc. for a period of One-Year beginning January 1, 2025 and ending December 31, 2025 in an amount not to exceed \$249,955.00.

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

1. The award of a contract in an amount not to exceed \$249,955.00 for one (1) year to MAC Computer Consulting, Inc. for Project Management Services be and hereby is authorized and directed, including the expenditure of such amounts as set forth in this Resolution; and
2. The Executive Director be and hereby is authorized, empowered and directed to execute and deliver such documents, instruments and agreements necessary to fulfill the foregoing purposes, and to take any and all such action ancillary, or necessary related thereto; and
3. This Resolution shall take effect immediately.

[CERTIFICATION FOLLOWS]

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 17, 2024.

Shenae Draughn/Interim President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

MEMORANDUM

To: Board of Commissioners

Date: December 17, 2024

From: Shenae Draughn, Interim President

RE: **RESOLUTION AUTHORIZING A ONE-YEAR CONTRACT EXTENSION WITH KJR CONSULTING FOR LEADERSHIP AND BOARD DEVELOPMENT CONSULTING FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$161,850.00**

ACTION: Recommend that the Board of Commissioners adopt Resolution #12-95/24-R

TIMING: January 2025

DISCUSSION: Elm City Communities/Housing Authority of New Haven (ECC) has identified a continued need for leadership and board development consulting services to prepare the team for a new organizational paradigm. ECC seeks to equip staff and the Board of Commissioners for change management and to foster effective ECC Board of Commissioners governance.

The goal is to enhance the Senior Leadership team's performance, ensuring they exhibit real leadership and effectively use the organization's Vision and Mission statement. ECC 's mission is to deepen each team member's self-awareness, develop a better understanding of one another, and provide tools and techniques for use in the workplace.

PROJECT SCOPE

KJR Consulting (KJR) has been engaged to provide continued support for leadership and board development at ECC HANH. The purpose of this program is to support the senior leadership team and Board of Commissioners as they work collaboratively to create a vision for the future of the agency.

PROPOSED APPROACH

The proposed approach includes the following areas of service:

Senior Leadership Development

- **Quarterly Senior Leadership Retreats:** KJR will deliver specialized programming for the agency's President and Senior Vice Presidents. Programming will consist of 4 half-day sessions, delivered on a quarterly basis. These small group sessions will allow the Senior Leadership Team to step away from daily tasks to enhance team relationships and explore strategic leadership topics. Light training content may also be provided to stimulate creative thinking and prompt discussion of relevant leadership topics.
- **Transitional Coaching:** KJR will support the senior leadership team as they navigate change within the agency. During one-on-one coaching sessions,

KJR will help them manage uncertainties, set goals, and develop strategies for successfully guiding their departments and the organization overall.

Cross Functional Leadership Team (CFT) Development

- **CFT Interviews:** KJR will meet individually with CFT members to gather their perspectives. These conversations will focus on what is working well and what is not. KJR will also explore dynamics affecting the team's ability to collaborate and address the agency's most pressing needs.
- **Cross Functional Team Meetings:** KJR will lead bi-monthly sessions with the cross-functional team to help them identify the agency's most urgent priorities and work together to design and execute effective solutions. These sessions will emphasize actionable outcomes, addressing challenges at both departmental and agency levels. Brief training segments may be included to encourage innovative thinking and facilitate meaningful conversations on key leadership themes.
- **CFT Meeting Ad Hoc Consulting:** KJR will provide additional support to the CFT as they work collaboratively outside of KJR-led sessions to identify and resolve the most pressing challenges facing the agency.

Leadership Coaching

- **In-depth Leadership Coaching:** KJR will provide intensive coaching support to leaders facing significant challenges in meeting the behavioral and performance expectations of their roles. This process will involve engaging both the coachee and their manager in discussions to identify strengths, areas for improvement, and align on a development plan to address gaps. KJR will then conduct a series of coaching sessions aimed at achieving the objectives outlined in the development plan.
- **Ad hoc Coaching:** KJR will offer coaching to leaders on an as-needed basis, helping them address challenges, navigate organizational changes, and build the skills necessary for success in their current roles and those they aspire to achieve.

Board Development

- **Board Development Needs Assessment:** Working in partnership with the senior leadership team, KJR will assess the ECC Board's development needs and provide recommendations to enhance the group's effectiveness at guiding agency strategies. Initial interviews with each Board member will help gain a better understanding of the Board's current strengths and challenges. Insights gained will be used to identify additional research needs. Board development recommendations will be shared with the Senior Leadership Team.
- **Board Development Retreats:** KJR will deliver three half-day retreats focused on supporting board development. These retreats will combine vision alignment, strategic planning, skill-building, and facilitated discussions to enhance communication and collaboration among board members. The sessions will address skill gaps and foster alignment on key topics such as roles, agency strategy, governance, and succession planning. Additional support, such as assessments, individual coaching, or supplemental programming, may be incorporated based on the findings of the initial needs assessment.

FISCAL IMPACT:

FISCAL IMPACT:

- **Leadership Development:** \$139,350.00
- **Board Development:** \$22,500.00
- **Total:** \$161,850.00 Budgeted Operations Funds

STAFF:

Yvonne Temple, Director of Talent Management

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution # #12-95/24-R

RESOLUTION AUTHORIZING A ONE-YEAR CONTRACT EXTENSION WITH KJR CONSULTING FOR LEADERSHIP AND BOARD DEVELOPMENT CONSULTING FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$161,850.00

WHEREAS, Elm City Communities/Housing Authority of New Haven (ECC) has identified a continued need for leadership and board development consulting services to prepare the team for a new organizational paradigm and to foster effective ECC HANH Board of Commissioners governance; and

WHEREAS, pursuant to the terms and conditions of an agreement between ECC and KJR Consulting, ECC retained KJR to provide the needed services; and

WHEREAS, the term of the agreement with KJR expires on ___January 5th___, 2026_; and

WHEREAS, ECC wishes to continue to engage KJR to provide continued support for leadership at ECC HANH, including quarterly senior leadership retreats, transitional coaching, cross-functional team development, in-depth leadership coaching, ad hoc coaching, and assessments; and

WHEREAS, KJR will also provide board development services, including a board development needs assessment and three half-day board development retreats focused on vision alignment, strategic planning, skill-building, and enhanced communication and collaboration among board members; and

WHEREAS, the leadership development consulting services are proposed at a cost of \$139,350.00 and the board development consulting services are proposed at a cost of \$22,500.00, bringing the total fiscal impact to \$161,850.00, to be funded from budgeted operations funds;

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

1. The contract with KJR Consulting for leadership and board development consulting services be extended for a period of one year commencing on January 6, 2025 and ending on January 5, 2026, and the not to exceed amount of the contact be increased by an amount not to exceed \$161,850.00; and
2. The President is authorized, empowered, and directed to execute and deliver the agreement and expend the authorized funds; and
3. The President is further authorized, empowered, and directed to take any and all ancillary actions necessary and appropriate to fulfill the intent of the foregoing resolution; and
4. This Resolution shall take effect immediately.

[CERTIFICATION FOLLOWS]

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 17, 2024.

Shenae Draughn
Secretary/ President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

MEMORANDUM

TO: Board of Commissioners
FROM: William E. Kilpatrick, Chair
DATE: December 17, 2024
RE: RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH SHENAE DRAUGHN AS PRESIDENT/EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, ITS INSTRUMENTALITIES AND AFFILIATED ENTITIES, FOR THE PERIOD JANUARY 1, 2025 TO DECEMBER 31, 2027

ACTION: Recommend that the Board of Commissioners adopt Resolution # **12-96/24-R**

TIMING: Immediately

BACKGROUND: Upon mutual agreement this resolution is to authorize an employment agreement with Shenae Draughn for the period January 1, 2025 through December 31, 2027 as the President/Executive Director of the Authority, its instrumentalities, and their affiliated entities.

Board authorization is sought for the execution the Employment Agreement attached hereto as Exhibit A, and upon such additional terms and conditions as the Chairman of the Board, in consultation with the Authority's general counsel, determine to be in the best interest of the Authority.

FISCAL IMPACT: Federal funds not to exceed federal executive compensation limit and non-federal funds to compensate for direction of instrumentalities and affiliated entities of the Authority.

STAFF: None

**ELM CITY COMMUNITIES
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**

RESOLUTION #12-96/24-R

**RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH SHENAE DRAUGHN AS
PRESIDENT/EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY OF THE CITY OF NEW
HAVEN, ITS INSTRUMENTALITIES AND AFFILIATED ENTITIES, FOR THE PERIOD JANUARY
1, 2025 TO DECEMBER 31, 2027**

WHEREAS, the Housing Authority of the City of New Haven has determined it is in the best interest of the Authority to authorize an Employment Agreement with Shenae Draughn as President and Executive Director of the Authority, its instrumentalities and their affiliated entities, upon the terms and conditions contained in the President Employment Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the Employment Agreement attached hereto as Exhibit A be and hereby is authorized and directed, including the expenditure of such funds in as set forth in the Employment Agreement, and the Chairman of the Board of Commissioners be and hereby is authorized, empowered and directed to execute and deliver such Employment Agreement and to make such changes to the same as the Chairman, in consultation with the Authority's general counsel, determines to be necessary, prudent and in the best interests of the Authority, its instrumentalities and their affiliated entities, and to take any and all such further action ancillary and incidental thereto to fulfill the forgoing purposes.

[CERTIFICATION PAGE FOLLOWS]

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 17, 2024.

William E. Kilpatrick
Chairman

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

PRESIDENT/EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT