



TRUMBULL HOUSING AUTHORITY VIRTUAL REGULAR BOARD MEETING AGENDA

DATE: December 22, 2020

TIME: 4:30 PM

Join the Meeting Online

<https://zoom.us/j/97497711806?pwd=QWt0N3Vhemd0YjNNU3F6cVRhSjhiQT09>

Webinar ID: 974 9771 1806

Password: 629535

Join by telephone

(877) 853-5257 (Toll Free)

Webinar ID: 974 9771 1806

Password: 629535

1. Call to Order
2. Roll Call and Pledge of Allegiance
3. Reading and Approval of Minutes for November 24, 2020 Regular THA Board Meeting
4. Election of Officers
5. Treasurer's Report & Discussion of Financials
6. Executive Director's Report
7. Congregate Update and Congregate Energy Enhancements-2019 Small Cities
8. Unfinished Business
Discussion and motion regarding the continuation of Millennium as Construction Manager for the continued rehab of units 1-50 of Stern Village.
9. New Business
10. Resident Comments
11. Adjournment

Accountant's Compilation Report

To the Board of Commissioners
Housing Authority of the Town of Trumbull

Management is responsible for the accompanying financial statements of the Housing Authority of the Town of Trumbull, which comprise the statement of net position as of November 30, 2020 and the related operating statement with the budget for the five months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements, nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management, and we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. The Management Discussion and Analysis, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context.

Management has elected to omit substantially all of the disclosures and the Statement of Cash Flows as required by accounting principles generally accepted in the United States of America. If omitted disclosures and the Statement of Cash Flows were included in the financial statements, they might influence the user's conclusions about the Authority's financial position and results of operations.

We are not independent with respect to the Housing Authority of the Town of Trumbull.



Maletta & Company
Certified Public Accountants

Bristol, Connecticut
December 15, 2020

Trumbull Housing Authority

Balance Sheet

November 2020

Program: State Elderly

Project: Consolidated

	Beginning Balance	Period Amount	Balance
ASSETS			
CURRENT ASSETS			
CHECKING/SAVINGS			
CASH			
1111 TD Bank	54,355	42,495	96,850
1112 Stern Village Development Funds	49,526	(659)	48,867
1112.1 2018 HTCC Funds	16,197	0	16,197
1113.3 STIF	506,553	(7)	506,545
1117 Petty Cash	200	0	200
TOTAL CASH	626,830	41,829	668,659
TOTAL CHECKING/SAVINGS	626,830	41,829	668,659
ACCONTS RECEIVABLE			
1122 Accounts Receivable	77,647	(72,577)	5,070
1122.1 Accounts Receivable - Manual	(62,063)	73,738	11,675
TOTAL ACCONTS RECEIVABLE	15,584	1,161	16,745
OTHER CURRENT ASSETS			
1123.1 Allowance for Collection Loss	(10,438)	0	(10,438)
1129 Sundry AR-Stern Center	375,853	(41,463)	334,390
1129.8 Sundry AR- New 501(c)3	(250)	0	(250)
1210 Other Prepaid Expense	3,006	0	3,006
1211 Unexpired Insurance	14,486	(4,213)	10,273
TOTAL OTHER CURRENT ASSETS	382,657	(45,676)	336,981
TOTAL CURRENT ASSETS	1,025,071	(2,686)	1,022,385
1305 HTCC Funding & Expenses	478,319	0	478,319
1305.1 HTCC- Consultant Fee & Expenses	10,485	0	10,485
FIXED ASSETS			
1405.1 Architect Fees	125,730	0	125,730
1405.2 Environmental Consultant	3,650	0	3,650
1405.3 Legal Fees for Development	770	0	770
1405.4 Marketing Consultant	1,080	0	1,080
1405.9 Development Radon & Asbestos	63,750	0	63,750
1406 Construction in Progress	734,895	0	734,895
1406.01 CIP - General Requirements - SSHP	217,700	0	217,700
1406.011 CIP - OH&P - SSHP	238,049	0	238,049
1406.012 CIP - Bond Premium - SSHP	53,529	0	53,529
1406.013 CIP - Permits and Other - SSHP	13,838	0	13,838
1406.021 CIP - Site Work - Radon - SSHP	17,000	0	17,000
1406.023 CIP - Site Work - Topsoil - SSHP	67,485	0	67,485
1406.024 CIP - Site Work - Demolition - SSHP	23,603	0	23,603
1406.025 CIP - Sitework - Paving - SSHP	612,275	0	612,275
1406.026 CIP - Sitework - Curbing - SSHP	41,700	0	41,700
1406.027 CIP - Sitework - Paving/Walkways - SSHP	28,304	0	28,304
1406.028 CIP - Sitework - Other	35,000	0	35,000
1406.061 CIP - Carpentry - Moulding - SSHP	13,002	0	13,002
1406.062 CIP - Carpentry - Trim - SSHP	97,803	0	97,803
1406.071 CIP - Thermal/Moisture - Insulation - SSHP	103,125	0	103,125
1406.072 CIP - Thermal/Moisture - Roofing - SSHP	771,846	0	771,846
1406.073 CIP - Thermal/Moisture - Soffit - SSHP	168,020	0	168,020

Trumbull Housing Authority

Balance Sheet

November 2020

Program: State Elderly

Project: Consolidated

ASSETS

FIXED ASSETS

1406.074 CIP - Thermal/Moisture - Gutters - SSHP	155,470	0	155,470
1406.075 CIP - Thermal/Moisture - Siding - SSHP	37,945	0	37,945
1406.081 CIP - Doors - Exterior Doors - SSHP	247,950	0	247,950
1406.082 CIP - Doors - Interior Doors - SSHP	37,680	0	37,680
1406.083 CIP - Doors - Door Hardware - SSHP	13,804	0	13,804
1406.084 CIP - Doors - Specialty Doors - SSHP	57,572	0	57,572
1406.091 CIP - Finishes - Drywall - SSHP	67,598	0	67,598
1406.092 CIP - Finishes - Flooring - SSHP	65,742	0	65,742
1406.093 CIP - Finishes - Interior Painting - SSHP	63,715	0	63,715
1406.094 CIP - Finishes - Exterior Painting - SSHP	40,920	0	40,920
1406.102 CIP - Specialties - Porch Columns - SSHP	47,281	0	47,281
1406.111 CIP - Equipment - Cabinets - SSHP	54,104	0	54,104
1406.112 CIP - Equipment - Range - SSHP	12,697	0	12,697
1406.113 CIP - Equipment - Refrigerator - SSHP	15,150	0	15,150
1406.131 CIP - Special Construction - Community - SSHP	469,284	599	469,883
1406.151 CIP - Plumbing - Lav Fixtures - SSHP	36,755	0	36,755
1406.152 CIP - Plumbing - Shower/Tub - SSHP	35,523	0	35,523
1406.153 CIP - Plumbing - Hot Water Heaters	183,217	0	183,217
1406.154 CIP - Plumbing - Other - SSHP	40,509	0	40,509
1406.162 CIP - Electrical - Rough Wiring - SSHP	125,977	0	125,977
1406.163 CIP - Electrical - Switches - SSHP	188	0	188
1406.164 CIP - Electrical - Lighting Fixtures - SSHP	8,039	0	8,039
1406.165 CIP - Electrical - Emergency Call for Aid - SSHP	2,491	0	2,491
1406.190 CIP - Construction Contingency - SSHP	13,330	0	13,330
1406.21 A&E - Contract Admin	89,850	0	89,850
1406.22 CIP - Engineering - SSHP	2,915	0	2,915
1406.23 Surveys	11,402	0	11,402
1406.4 Soft Costs - Legal Counsel - SSHP	18,224	0	18,224
1406.41 CIP - Title Insurance - SSHP	16,292	0	16,292
1406.46 CIP - Development Consultant - SSHP	114,500	0	114,500
1406.47 Soft Costs - Relocation - SSHP	58,739	0	58,739
1406.48 Soft Costs - Contingency - SSHP	40,553	0	40,553
1410 Land	85,140	0	85,140
1420 Buildings	4,774,645	0	4,774,645
1425 Building Equipment	687,359	0	687,359
1430 Furniture & Equipment	706,003	0	706,003
1440 Capital Improvements	140,513	0	140,513
1480 Maintenance Vehicles	34,492	0	34,492
1495 Accumulated Depreciation	(6,193,956)	(1,282)	(6,195,238)
TOTAL FIXED ASSETS	5,851,764	(683)	5,851,080

TOTAL ASSETS

7,365,637	(3,370)	7,362,268
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LIABILITIES AND SURPLUS

LIABILITIES

CURRENT LIABILITIES

OTHER CURRENT LIABILITIES

2101 Other Liabilities Union Dues	39	0	39
2114 Deposit Liability	30	0	30
2114.9 Manual Entry	(20)	0	(20)
2117.1 Employee Pension	0	0	0

Trumbull Housing Authority

Balance Sheet

November 2020

Program: State Elderly

Project: Consolidated

LIABILITIES AND SURPLUS

LIABILITIES

CURRENT LIABILITIES

OTHER CURRENT LIABILITIES

2117.3 Employee Med Premiums Withheld	0	0	0
2119 Sundry Accounts Payable	300	0	300
2119.1 Deferred Revenue Charter Cable	600	(150)	450
2119.2 Deferred Revenue - HTCC	11,197	0	11,197
2135.1 Accrued Compensated Absence	21,984	0	21,984
2137 Accrued P.I.L.O.T.	28,840	1,957	30,797
2220.3 Prepaid Rents	6,789	4,530	11,319
TOTAL OTHER CURRENT LIABILITIES	69,760	6,336	76,096

ACCOUNTS PAYABLE

2110 Administration Fund Creditors	4,678	4,239	8,917
2111 Accounts Payable	66,195	(20,972)	45,224
TOTAL ACCOUNTS PAYABLE	70,873	(16,733)	54,140

TOTAL CURRENT LIABILITIES

140,633 (10,397) 130,237

2900 Net Investment in Capital Assets	243,943	0	243,943
2910 Unrestricted Net Position	680,032	0	680,032

TOTAL LIABILITIES

1,064,609 (10,397) 1,054,212

SURPLUS

2830.1 Income & Expense Clearance	6,151,187	0	6,151,187
2830.1 Income & Expense Clearance (Current Year)	149,842	7,027	156,869

TOTAL SURPLUS

6,301,029 7,027 6,308,056

TOTAL LIABILITIES AND SURPLUS

7,365,637 (3,370) 7,362,268

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Trumbull Housing Authority
Operating Statement
Five Months Ending 11/30/2020
Program: State Elderly Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
3100 Rental Income Base	49,966	52,783	(2,817)	263,252	263,917	(665)	633,400	(370,148)
3100.1 Rental Income-Excess of Base	21,792	22,425	(633)	112,016	112,125	(109)	269,100	(157,084)
3210 Vacany Loss	(2,550)	(4,907)	2,357	(29,250)	(24,535)	(4,715)	(58,883)	29,633
3510 Sales & Service To Tenants	0	100	(100)	0	500	(500)	1,200	(1,200)
3610 Interest Income	(7)	688	(696)	225	3,442	(3,217)	8,260	(8,035)
3620 Other Income	150	0	150	5,881	0	5,881	0	5,881
3620.1 Laundry Income	0	800	(800)	3,792	4,000	(208)	9,600	(5,808)
3620.3 Miscellaneous Income	0	100	(100)	0	500	(500)	1,200	(1,200)
3680 Other Income-UI Incentives	0	0	0	113,512	0	113,512	0	113,512
3970 Donations	158	0	158	10,249	0	10,249	0	10,249
TOTAL INCOME	69,509	71,990	(2,481)	479,676	359,949	119,727	863,877	(384,201)
EXPENSES								
4120 Salaries	14,024	15,607	1,584	72,950	78,037	5,087	187,288	114,338
4130 Legal & Other Outside Services	1,172	1,333	161	9,663	6,667	(2,996)	16,000	6,337
4131 Fee Accountant	1,200	1,200	0	6,000	6,000	0	14,400	8,400
4131.1 Audit Fees	0	625	625	0	3,125	3,125	7,500	7,500
4131.2 Independent Controller	4,400	4,767	367	24,200	23,833	(367)	57,200	33,000
4151 Office Supplies	481	633	152	2,196	3,167	971	7,600	5,404
4153 Travel	0	125	125	12	625	613	1,500	1,488
4159 Other Office Expense	105	1,188	1,082	1,828	5,938	4,110	14,250	12,423
4159.1 Other Office Advertising	0	142	142	0	708	708	1,700	1,700
4159.2 Other Office Computer	4,478	167	(4,312)	6,601	833	(5,768)	2,000	(4,601)
4159.3 Other Office Telephone	327	450	123	1,679	2,250	571	5,400	3,721
4159.5 Dues	0	0	0	189	0	(189)	0	(189)
4159.7 Other Office Postage	0	21	21	58	104	47	250	192
4160 Pensions & Other-Health Ins.	3,300	4,036	735	16,659	20,178	3,519	48,428	31,769
4160.1 Pension & Other - 457	641	872	231	3,778	4,362	584	10,468	6,690
4160.4 Pension & Other - Life	0	0	0	148	0	(148)	0	(148)
4161 Payroll Taxes	1,913	2,815	902	10,010	14,077	4,066	33,784	23,774
4310 Water	2,357	2,333	(24)	11,193	11,665	472	27,996	16,803
4320 Electric	1,989	2,567	578	9,302	12,833	3,532	30,800	21,498
4330 Gas	197	175	(22)	563	875	312	2,100	1,537
4350 Cable/Television	327	350	23	1,680	1,750	70	4,200	2,520
4410 Salaries Maintenance	10,899	14,028	3,129	58,636	70,138	11,501	168,330	109,694
4420 Supplies	3,622	1,300	(2,322)	6,578	6,500	(78)	15,600	9,022
4430 Contract Services	0	1,292	1,292	3,930	6,458	2,528	15,500	11,570
4430.2 Exterminating Contracts	70	150	80	350	750	400	1,800	1,450
4430.3 Heating	637	2,500	1,864	22,381	12,500	(9,881)	30,000	7,620
4430.5 Misc Elec & Plumbing	0	150	150	0	750	750	1,800	1,800
4440 Maint. Shop Equip.	591	438	(153)	3,322	2,188	(1,135)	5,250	1,928
4710 Refuse Removal	1,530	1,633	103	7,808	8,167	359	19,600	11,793
4711 Insurance	4,068	3,750	(318)	20,216	18,750	(1,466)	45,000	24,784
4711.3 Workmens Compensation	914	810	(104)	4,565	4,050	(515)	9,720	5,155

	Period	Period	Period	YTD	YTD	YTD	Annual	Remaining
	Amount	Budget	Variance	Amount	Budget	Variance	Budget	Budget
4715 P.I.L.O.T.	1,957	1,957	0	9,902	9,784	(118)	23,482	13,580
4810 Provision For R.M.&R	0	4,563	4,563	0	22,813	22,813	54,750	54,750
6600 Depreciation Expense	1,282	0	(1,282)	6,412	0	(6,412)	0	(6,412)
TOTAL EXPENSES	62,482	71,975	9,493	322,807	359,873	37,066	863,696	540,889
SURPLUS	7,027	15	7,012	156,869	75	156,793	181	156,688

Trumbull Housing Authority

Balance Sheet

November 2020

Program: Congregate

Project: Consolidated

	Beginning Balance	Period Amount	Balance
ASSETS			
CURRENT ASSETS			
CHECKING/SAVINGS			
CASH			
1111 TD Bank	59,580	(1,759)	57,821
1113.3 STIF Investment 1235575430	9,466	0	9,466
1117 Petty Cash	200	0	200
TOTAL CASH	69,246	(1,759)	67,487
TOTAL CHECKING/SAVINGS	69,246	(1,759)	67,487
ACCOUNTS RECEIVABLE			
1122 Accounts Receivable	36,201	(27,101)	9,100
1122.9 Accounts Receivable - Manual	(32,316)	35,551	3,235
TOTAL ACCOUNTS RECEIVABLE	3,885	8,450	12,334
OTHER CURRENT ASSETS			
1123.1 Allowance For Collection Loss	(3,643)	0	(3,643)
1210 Other Prepaid Expense	1,056	0	1,056
1211 Unexpired Insurance	1,227	(568)	659
1211.1 Prepaid Insur - Cong Services	(198)	0	(198)
TOTAL OTHER CURRENT ASSETS	(1,557)	(568)	(2,126)
TOTAL CURRENT ASSETS	71,574	6,123	77,696
FIXED ASSETS			
1405.1 Legal Costs	1,368	0	1,368
1406.1 Small Cities Grant 2019	28,214	1,283	29,497
1420 Buildings	2,791,716	0	2,791,716
1425 Building Equipment	14,841	0	14,841
1430 Furniture & Equipment	84,052	0	84,052
1440 Capital Improvements	335,416	0	335,416
1480 Maintenance Vehicles	3,832	0	3,832
1495 Accumulated Depreciation	(2,905,259)	(1,672)	(2,906,931)
TOTAL FIXED ASSETS	354,181	(390)	353,792
1600.1 Consulting Costs	1,200	0	1,200
TOTAL ASSETS	426,955	5,733	432,688
LIABILITIES AND SURPLUS			
LIABILITIES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE			
2110 Administration Fund Creditors	12,999	574	13,573
2111 Accounts Payable	9,698	4,214	13,911
TOTAL ACCOUNTS PAYABLE	22,697	4,787	27,484
OTHER CURRENT LIABILITIES			
2114 Deposit Liability	800	0	800
2114.1 Deposit Liability	(250)	0	(250)
2119 Sundry Accounts Payable	375,853	(41,463)	334,390
2119.1 Deferred Revenue Charter Cable	68	(17)	51
2119.9 Sundry AP-DOH	2,717	0	2,717
2135.1 Accrued Compensated Absences	8,460	0	8,460

Trumbull Housing Authority

Balance Sheet

November 2020

Program: Congregate

Project: Consolidated

LIABILITIES AND SURPLUS

LIABILITIES

CURRENT LIABILITIES

OTHER CURRENT LIABILITIES

2137 Accrued P.I.L.O.T

TOTAL OTHER CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

2220.1 Deferred Revenue-Subsidy

2220.2 Deferred Revenue-RAP

2220.3 Prepaid Rents

2900 Net Investment in Capital Assets

2910 Unrestricted Net Position

TOTAL LIABILITIES

SURPLUS

2830.1 Income & Expense Clearing

2830.1 Income & Expense Clearing (Current Year)

TOTAL SURPLUS

TOTAL LIABILITIES AND SURPLUS

PROOF

	4,622	333	4,955
TOTAL OTHER CURRENT LIABILITIES	392,269	(41,147)	351,123
TOTAL CURRENT LIABILITIES	414,966	(36,359)	378,607
2220.1 Deferred Revenue-Subsidy	(24,545)	42,775	18,230
2220.2 Deferred Revenue-RAP	10,437	8,304	18,741
2220.3 Prepaid Rents	1,327	1,908	3,235
2900 Net Investment in Capital Assets	74,696	0	74,696
2910 Unrestricted Net Position	(111,936)	0	(111,936)
TOTAL LIABILITIES	364,944	16,627	381,572
SURPLUS			
2830.1 Income & Expense Clearing	62,006	0	62,006
2830.1 Income & Expense Clearing (Current Year)	5	(10,894)	(10,890)
TOTAL SURPLUS	62,010	(10,894)	51,116
TOTAL LIABILITIES AND SURPLUS	426,955	5,733	432,688
PROOF	0	0	0

Trumbull Housing Authority
Operating Statement
Five Months Ending 11/30/2020
Program: Congregate Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
3100 Rental Income Base	13,690	14,185	(495)	69,048	70,925	(1,878)	170,220	(101,173)
3102.3 Rental Income-RAP	1,610	1,115	495	7,453	5,575	1,878	13,380	(5,928)
3210 Vacancy Loss	(850)	(863)	13	(6,800)	(4,313)	(2,488)	(10,350)	3,550
3510 Sales & Services To Tenants	0	42	(42)	0	208	(208)	500	(500)
3610 Interest Income	0	15	(15)	4	75	(71)	180	(176)
3620 Other Income	17	0	17	83	0	83	0	83
3620.2 Laundry Income	0	350	(350)	3,289	1,750	1,539	4,200	(911)
3620.3 Miscellaneous Income	0	42	(42)	0	208	(208)	500	(500)
7010 Tenants' Contrib-Core Services	19,193	21,900	(2,707)	94,450	109,500	(15,050)	262,800	(168,350)
7030.1 State Subsidy-Core	6,900	6,900	0	43,698	34,500	9,198	82,800	(39,102)
7030.2 State Subsidy-Expanded Core	3,875	3,875	0	23,126	19,375	3,751	46,500	(23,374)
TOTAL INCOME	44,435	47,561	(3,126)	234,350	237,804	(3,454)	570,730	(336,380)
EXPENSES								
ADMINISTRATIVE								
4120 Salaries	3,100	3,406	306	15,800	17,031	1,231	40,875	25,075
4130 Outside Services	201	150	(51)	2,227	750	(1,477)	1,800	(427)
4131 Fee Accountant	150	150	0	750	750	0	1,800	1,050
4131.1 Audit Fees	0	83	83	0	417	417	1,000	1,000
4132 Independent Controller	550	596	46	3,025	2,979	(46)	7,150	4,125
4151 Office Supplies	0	50	50	400	250	(150)	600	200
4151.1 Telephone & Answering Service	210	250	40	1,103	1,250	147	3,000	1,897
4159 Other Office Expense	692	100	(592)	1,055	500	(555)	1,200	145
4159.1 Credit Checks	0	125	125	0	625	625	1,500	1,500
4160 Pension & Other-Health Ins.	627	636	9	2,706	3,178	472	7,626	4,920
4160.1 Pension & Other 457	122	105	(17)	765	523	(242)	1,255	490
4160.4 Pension & Other Life	0	0	0	16	0	(16)	0	(16)
4161 Payroll Taxes	298	456	158	1,626	2,279	653	5,470	3,844
TOTAL ADMINISTRATIVE	5,949	6,106	158	29,473	30,532	1,059	73,276	43,803
UTILITIES								
4310 Water	777	771	(6)	4,312	3,854	(458)	9,250	4,938
4320 Electric	2,453	1,738	(716)	7,857	8,688	831	20,850	12,993
4330 Gas	927	771	(156)	3,469	3,854	385	9,250	5,781
4350 Cable Television	282	308	26	1,501	1,538	36	3,690	2,189
TOTAL UTILITIES	4,438	3,587	(852)	17,139	17,933	794	43,040	25,901
MAINTENANCE								
4410 Salaries Maintenance	1,499	1,392	(107)	7,846	6,960	(886)	16,703	8,857
4420 Supplies	54	179	125	1,188	896	(292)	2,150	962
4430 Contract Services	675	917	242	1,455	4,583	3,128	11,000	9,545
4430.2 Exterminating Contracts	0	42	42	0	208	208	500	500
4430.5 Elevator Maint. Contract	0	563	563	1,573	2,817	1,244	6,760	5,187
4430.6 Heating Contracts	0	798	798	0	3,990	3,990	9,575	9,575
TOTAL MAINTENANCE	2,228	3,891	1,662	12,062	19,453	7,391	46,688	34,626

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
OTHER								
4710 Refuse Removal	170	188	18	868	942	74	2,260	1,393
4711 Insurance	543	410	(133)	2,782	2,050	(732)	4,920	2,138
4711.3 Workmens Compensation	137	70	(67)	478	350	(128)	840	362
4715 P.I.L.O.T.	333	333	0	1,665	1,667	2	4,000	2,335
TOTAL OTHER	1,183	1,002	(181)	5,793	5,008	(785)	12,020	6,227
RESERVE PROVISIONS								
4810 Provision For R.M.&R.	0	300	300	0	1,500	1,500	3,600	3,600
TOTAL RESERVE PROVISIONS	0	300	300	0	1,500	1,500	3,600	3,600
6600 Depreciation Expense	1,672	0	(1,672)	8,360	0	(8,360)	0	(8,360)
CONGREGATE								
8101 Bookkeeping	700	746	46	3,775	3,729	(46)	8,950	5,175
8102 Housing Management Salaries	1,360	1,502	143	7,426	7,512	85	18,028	10,602
8105 Health Insurance	167	199	32	884	996	112	2,390	1,506
8105.1 Fringe Benefits-Pension	32	33	0	251	165	(86)	395	144
8106 Payroll Taxes 8106	273	410	137	1,495	2,050	555	4,920	3,425
8107 Workmens Comp	24	15	(9)	327	75	(252)	180	(147)
8108 Contract Services	9,651	10,619	968	53,327	53,094	(232)	127,426	74,099
8201 Chore Service Salary	1,066	1,040	(26)	4,795	5,200	405	12,480	7,685
8202 Cleaning Of Common Areas	144	306	162	1,181	1,528	346	3,666	2,485
8204 Cleaning Supplies	0	188	188	67	938	871	2,250	2,183
8301.1 Food Services - Exc.	13,049	13,140	91	65,244	65,700	456	157,680	92,436
8303 Supplies/Utensils	0	224	224	0	1,119	1,119	2,685	2,685
8304 Utilities Expense	462	358	(104)	1,738	1,792	54	4,300	2,562
8402 Supplies	0	21	21	0	104	104	250	250
TOTAL CONGREGATE	26,929	28,800	1,871	140,509	144,000	3,491	345,600	205,091
9001 Resident Services Coordinator	863	1,500	637	5,065	7,500	2,435	18,000	12,935
9002 Wellness/Preventive Program	12,067	2,375	(9,692)	26,838	11,875	(14,963)	28,500	1,662
TOTAL EXPENSES	55,329	47,560	(7,769)	245,240	237,802	(7,438)	570,724	325,484
SURPLUS	(10,894)	1	(10,895)	(10,890)	2	(10,892)	6	(10,896)

**Trumbull Housing Authority
Financial Highlights for November 30, 2020**

From July 1, 2020 through November 30, 2020, the overall gain of the Housing Authority is \$145,979 which includes all rental income, services income and Capital Grant Funding provided for the redevelopment – rehabilitation – remodeling efforts.

If we take out the Capital related items, the Housing Authority has an operating gain before depreciation of \$47,239 of which, \$49,769 is attributable to the Village, and \$(2,530) is attributable to Congregate.

If we look at Stern Village, the current month’s operating gain of \$8,309 compared to budgeted gain of \$4,578. The higher than projected gain is due to lower payroll costs, some of which, will be spent in December due to finalizing the new collective bargaining agreement. Overall, revenues and expenses are in line with expectations.

If we look at Congregate, the current month’s operating loss of (\$9,222) compared to budgeted gain of \$301. This is primarily due to \$12,067 in COVID related costs which are over the monthly budget by \$9,692. The costs included cleaning and 24hr security coverage required due to instance of COVID. All costs were covered by DOH funding, however, there is only \$1,662 left in funds for the remainder of the year.

The overall cash position of the Authority, including reserves is \$1,171,647, which includes \$568,052, reserved for renovations costs at Stern Village. Construction payables total \$30,202.

A snapshot of program balances are as follows:

	6/30/2020	10/31/2020	11/30/2020	YTD Change
Stern Village				
Cash	\$ 87,630	\$ 54,355	\$ 96,850	\$ 9,220
Accounts Payable	\$ 57,117	\$ 70,873	\$ 54,140	\$ 2,977
Interprogram Loan	\$ 322,823	\$ 375,853	\$ 334,390	\$ 11,567
Reserves	\$ 506,321	\$ 506,553	\$ 506,545	\$ 224
<i>Excess Cash</i>	<i>\$ (3,665)</i>		<i>\$ 8,012</i>	
Congregate				
Cash	\$ 42,376	\$ 59,580	\$ 57,821	\$ 15,445
Accounts Payable	\$ 22,993	\$ 22,697	\$ 27,484	\$ (4,491)
Interprogram Loan	\$ 322,823	\$ 375,853	\$ 334,390	\$ (11,567)
Reserves	\$ 9,462	\$ 9,466	\$ 9,466	\$ 4

Congregate payable to Village was paid down and the \$11,567 year to date increase represents November’s cost share, to be paid in December. Beginning 06/30/2020, Stern Village is required to remit a portion of excess cash to DOH as defined in the assistance agreement relating to the Stern Village Redevelopment. As noted in the above table, no excess cash was available as of the beginning of the year and \$8,012 was generated this year and would be subject to recapture if not spent by year end. Management intends to utilize these funds to continue rehabbing units at Stern Village.

Revised 11/30/2020

Construction Management Agreement for Millennium Construction Services, LLC.

This Agreement made as of the ____ day of _____ by and between Housing Authority of the Town of Trumbull a Connecticut Municipal Housing Authority, located at 200 Hedgehog Circle, Trumbull, CT 06067 (hereinafter referred to as the “Owner”) and Millennium Construction Services, LLC, a Connecticut Limited Liability Company located at 37 Speno Ridge, Rocky Hill, CT 06067, (hereinafter referred to as the “Construction Manager”) do hereby agree and set forth as follows:

The Owner agrees to hire and the Construction Manager agrees to perform duties on behalf of the Owner in managing capital improvements to a property known as Stern Village Apartments located at 200 Hedgehog Circle, Trumbull, CT 06067 (the “Project”) in accordance with the terms and conditions of the State of Connecticut Housing Tax Credit Contribution (HTCC) program as administered by Connecticut Housing Finance Authority funding awards and terms and provisions hereinafter provided in this Agreement and as follows:

ARTICLE 1 - CONSTRUCTION MANAGER’S RESPONSIBILITIES:

1.1 The Construction Manager shall provide the services as set forth in this Agreement.

1.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly process of the Project.

ARTICLE 2 - SCOPE OF CONSTRUCTION MANAGER’S SERVICES:

2.1 The Construction Manager’s responsibility to provide services hereunder commences upon the date of the receipt of funds from purchaser of the Tax Credits as identified in the Housing Tax Credit Contribution Program Reservation Letter of 2020 HTCC dated August 26, 2020 and shall terminate on the earlier of (i) December 31, 2022 or (ii) the completion of administrative close-out of funding.

2.2 The Construction Manager shall provide staffing including but not limited to a representative who shall be in attendance at the Project site periodically during the Project as the work (“Work”) is being performed pursuant to the Scope of Work as provided by the Owner.

2.3 The Construction Manager shall provide administrative, management and related services necessary to apply for both HTCC funding, facilitate competitive bidding, coordinate scheduled activities and responsibilities (the “Project Schedule”) of the contractors retained by the Owner (whether one or more, the “Prime Contractors”) with each other and with those of the Construction Manager and the Owner. The Construction Manager shall coordinate the activities of the Prime Contractors in accordance with the latest approved Project Schedule and any construction contract documents (the “Contract Documents”).

2.4 Utilizing the construction schedules provided by the Prime Contractors, the Construction Manager shall update the Project Schedule, incorporating the activities of the Owner and Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an

update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner.

2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Prime Contractors.

2.6 Utilizing information from the Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project Schedule.

2.7 The Construction Manager shall confirm with the Prime Contractors that all tests and inspection required by the Contract Documents of governmental authorities have been satisfactorily completed and arrange for the delivery of test and inspection reports to the Owner.

2.8 The Construction Manager shall be responsible for obtaining satisfactory performance from each of the Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

2.9 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual and budgeted or estimated costs. If any Prime Contractor is required to submit a control estimate (the "Control Estimate"), the Construction Manager shall meet with the Owner and the Prime Contractors to review the Control Estimate. The Construction Manager shall promptly notify the Prime Contractors if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Prime Contractor's cost control information to the Owner.


2.10 The Construction Manager shall develop cash flow reports and forecasts for the Project as may be necessary and/or as requested by Owner.

2.11 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.12 The Construction Manager shall develop and implement procedures for the review and processing of any application for payment (the "Applications for Payment") by the Prime Contractors for progress and final payments.

2.13 Not more frequently than monthly, the Construction Manager shall review and certify the amount due the respective Prime Contractors as follows:

- a.** Where there is only one Prime Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Prime Contractor's Application for Payment, review the Application for Payment, certify the amount the Construction Manager determines is due the Prime Contractor, and forward the Prime Contractor's Application for Payment and a certificate for payment (the "Certificate for Payment") to the Owner.
- b.** Where there are multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Prime Contractor's Application for Payment: (1) review each Application for Payment and certify the amount the Construction Manager determines is due each Prime Contractor, (2) prepare a Summary of the Prime Contractors' Applications for Payment by summarizing information from each Prime Contractor's Application for Payment, (3) prepare a



Project application (“Project Application”) and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Prime Contractors collectively, and (5) forward the summary of Contractors’ Applications for Payment, Project Application and Certificate for Payment to the Owner.

2.14 The Construction Manager’s Certificate for Payment shall constitute a representation to the Owner, based on the Construction Manager’s evaluations of the Work and on the data comprising the Prime Contractors’ Application for Payment, that, to the best of the Construction Manager’s knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion of the Work, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Prime Contractor be paid the amount certified.

2.15 The certification of an Application for Payment or a Project Certificate for Payment by the Construction Manager shall be a representation that the Construction Manager has: (1) made on-site inspections to check the quality or quantity of the Work; (2) Intentionally deleted; ((3) reviewed copies of bills or invoices received from any subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor’s right to payment.

2.16 The Construction Manager shall determine that the Work of each Prime Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Prime Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject (subject to the approval of Owner) Work that does not conform to the Contract Documents and shall notify the Owner about rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of work in its daily log and include information regarding the rejected Work in its progress reports to the Owner. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Owner of when and where the tests and inspections are to be made so that the Owner may be present for such procedures.

2.17 The Construction Manager shall advise and consult with the Owner during the performance of its services pertaining to all construction phases of the Project. The Construction Manager shall not have control over, charge or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Prime Contractors, since these are solely the Prime Contractor’s rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Prime Contractor’s failure to perform the work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Prime Contractors, subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

2.18 The Construction Manager shall review requests for changes, assist in negotiating the Prime Contractors’ proposals, submit recommendations to the Owner, and, if they are accepted, prepare change orders (“Change Orders”) and construction change directives (“Construction Change Directives”) that incorporate the Owner’s modifications to the Contract Documents.

2.19 The Construction Manager shall assist the Owner in the review, evaluation and documentation of any claims (“Claims”).

2.20 The Construction Manager shall arrange for delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

2.21 With the Owner’s maintenance personnel, the Construction Manager shall observe and confirm the proper performance of the Prime Contractors’ final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require. **The Building Director, Town of Trumbull will approve the completed units prior to occupancy.**

2.22 When the Construction Manager considers any Prime Contractor’s work, or a designated portion thereof, is substantially complete, the Construction Manager shall, jointly with the Prime Contractor, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion (the “Completion List”). The Construction Manager shall assist the Owner in conducting inspections to determine whether the Work and/or the Completion List, or designated portion thereof, is substantially complete.

2.23 The Construction Manager shall forward to the Owner the following information received from the Prime Contractors: (1) certificates of insurance received from the Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Prime Contractors under the Contract Documents, including warranties and similar submittals.

2.24 The Construction Manager shall deliver all keys, manuals record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Lender a final Application for Payment and Certificate for Payment for the Project or a final Application for Payment and final Certificate for Payment upon the Prime Contractors’ compliance with the requirements of the Contract Documents.

2.25 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, the Construction Manager, and the Prime Contractors. Any consent required hereunder shall not be unreasonably withheld or delayed.

ARTICLE 3 - OWNER’S RESPONSIBILITIES:

3.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner’s program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager to the Owner, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

3.Intentionally Omitted .

3.3 The Owner may hire an architect (the ”Architect”) to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition at Owner’s sole discretion. The Owner shall provide the Construction Manager a copy of any executed agreement between the Owner and Architect, and any further modifications to said agreement.

3.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

3.5 Unless provided by the Construction Manager, and if necessary for the performance of the Work, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

3.6 Unless provided by the Construction Manager, if required for the Project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations hazardous materials, seismic evaluation, ground corrosion test and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

3.7 The Construction Manager shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an additional service ("Additional Service"), when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

3.8 Unless otherwise provided for herein, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and test for hazardous materials.

3.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

3.10 The Owner and the Construction Manager shall provide prompt written notice to the other party and Architect, if applicable, if the either party becomes aware of any fault or defect in project, including errors, omissions or inconsistencies in the Architect's instruments of service or any fault or defect in the Construction Manager's services.

3.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Prime Contractors under this Agreement.

3.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Prime Contractors and the Construction Manager's

consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

3.13 Before executing any contract for construction of the Project ("the "Contract for Construction"), the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Prime Contractors, including any general conditions of the Contracts for Construction when applicable.

3.14 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Prime Contractors to provide the Construction Manager access to the Work at all times.

ARTICLE 4 - COST OF THE WORK:

4.1 For purpose of this Agreement, the Cost of Work shall mean the total cost to the Owner to construct all elements of the Project designed or specified by the Contract Documents and shall include the Prime Contractors' general conditions costs, overhead and profit. The Cost of Work also includes the compensation of the Construction Manager and Construction Manager's consultants only during the construction phase of the Project, including compensation for reimbursable expenses at the job site, if any. The Cost of Work does not include the compensation of an Architect, the costs of the land, right-of-way, financing, contingencies for changes in the Work or other costs that are responsibility of the Owner. **See Exhibit A for Scope of Work & Project Budget**

4.2 If, prior to the conclusion of the design development phase of the Project, the Construction Manager's estimate of the Cost of Work exceeds the Owner's budget for the Cost of Work, the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager in making such adjustments.

4.3 If the estimate of the Cost of Work at the conclusion of said design development phase exceeds the Owner's budget for the Cost of Work, the Owner shall

- a. give written approval of an increase in the budget for the Cost of Work;
- b. in consultation with the Construction Manager and Prime Contractors, revise the Project program, scope, or quality as required to reduce the Cost of Work; or
- c. implement any other mutually acceptable alternative.

ARTICLE 5 - CLAIMS AND DISPUTES:

5.1 General:

5.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by the applicable law, but in any case not more than 7 years after the date of substantial completion of the Work as evidenced by either: i) the issuance of a certificate of occupancy, if any, by the Town of Trumbull, or ii) if no certificate of occupancy is required, by a written memorandum signed by the Owner and the Construction Manager confirming that the Work is substantially completed.

5.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

except such rights as they may have to the proceeds of such insurance as set forth in any general conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the Prime Contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Notwithstanding anything to the contrary contained herein, nothing in the Agreement or any of the Contract Documents shall be construed as a waiver, by Owner, of any rights it may have to any damages due to losses in connection with any of the Project financing, including, but not limited to, any if any tax credit financing.

5.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees, its agents and its consultants in the performance of professional services under this Agreement.

5.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Notwithstanding anything to the contrary contained herein, nothing in the Agreement or any of the Contract Documents shall be construed as a waiver, by Owner, of any rights it may have to any damages due to losses in connection with any of the Project financing, including, but not limited to, any if any tax credit financing.

5.2 Mediation:

5.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

5.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

5.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 6 - TERMINATION OR SUSPENSION:

6.1 If the Owner fails to make payments of undisputed amounts owed to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services of the Contract Manager under this Agreement. If the Construction Manager elects to suspend services because of Owner's failure to make such undisputed payments ("Suspension of Services"), the Construction Manager shall give fourteen (14) days' advance written notice to the Owner before the Suspending of Services becomes effective. In the event of such Suspension of Services of the Construction Manager, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such Suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

6.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to the date of any notice of such suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

6.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving the Owner not less than fourteen (14) days written notice.

6.4 Either party may terminate this Agreement upon not less than seven (7) days' advance written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.5 In the event the Owner terminates this Agreement for reasons other than the Construction Manager's failure to perform in accordance with the terms of this Agreement ("Termination"), the Construction Manager shall be compensated for services performed prior to the date of Termination, together with any expenses that are reimbursable under the provisions of this Agreement.

6.6 Intentionally Omitted. .

6.7 In the event of the Termination of this Agreement under Section 6.5 prior to commencement of construction of the Project, the Construction Manager shall be entitled to receive payment for services performed to the date of such Termination.

6.8 In the event of the Termination of this Agreement under the Section 6.5 after the commencement of construction of the Project, the Construction Manager shall be entitled to receive payment for services performed to the date of such Termination and any Termination Expenses.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the laws of the place when the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

7.2 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to the Lender if the Lender agrees to assume the Owner's rights and obligations under this Agreement. Notwithstanding the foregoing,

Owner may assign this Agreement to an affiliate of Owner without the prior written consent of Construction Manager.

7.3 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

7.4 If the Construction Manager or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 – COMPENSATION:

8.1 For the Construction Manager’s services described under this Agreement, the Owner shall compensate the Construction Manager as follows: **An Application, Commitment and Compliance Fee in the amount of \$5,000 will be due and payable upon the commitment and execution of the Business Firm Application and a Construction Management Fee equal to \$30,000 lump sum (as defined in Section 4.1 and Exhibit A attached hereto).**

8.2 Compensation for Reimbursable Expenses:

8.2.1 Reimbursable Expenses are in addition to compensation for services performed under this Agreement and include expenses incurred by the Construction Manager and the Construction Manager’s consultants directly related to the Project, as follows:

- a. Transportation to locations greater than 50 miles from the Project site or the Construction Manager’s Office;
- b. Intentionally Omitted;
- c. Fees paid for securing approval of authorities having jurisdiction over the Project;
- d. Printing, reproductions, plots, standard form documents for external use;
- e. Postage, handling and delivery;
- f.
- g. Professional photography, and presentation materials requested by the Owner;
- h. Construction Manager’s consultant’s expense of additional insurance coverage or limits if the Owner requests such to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager’s consultants; and
- i. All taxes levied on professional services and on reimbursable expenses.

8.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants at the actual dollar value of the expenses incurred.

8.3 Payments to the Construction Manager:

8.3.1 An initial payment of \$0.00 shall be made upon execution of this Agreement. It shall be credited to the Owner's account in the final invoice pertaining to the Construction Manager's compensation.

8.3.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to the amount incurred by the Owner of the Cost of Work completed to date. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 45 days after the invoice date shall bear interest at the rate of 1.50% per month, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

8.3.3 Intentionally Omitted.

8.3.4 All Records/backup of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be **submitted with the reimburseable request** to the Owner upon request for reimbursement by Construction Manager.

ARTICLE 9 - SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

This Agreement is entered into as of the day and year first written above.

Housing Authority of the Town of Trumbull

By: _____
Board of Commissioners, Trumbull Housing Authority

Millennium Construction Services, LLC

By: _____
Bruce Whitaker, its Manager

EXHIBIT A
DRAFT Scope of Work & Project Budget

HTCC= Housing Tax Credit Contribution Program

<u>Description of Work</u>	<u>Budget *</u>
Asbestos Removal/Demo	\$99,000
Drywall	\$31,000
Painting	\$24,000
Specialties – Accessories	\$11,000
Cabinets & Vanities	\$30,000
Appliances	\$22,000
Flooring	\$62,000
Finish Plumbing	\$74,000
Finish Electrical	\$13,000
Finish Carpentry	\$49,000
Misc.	\$5,000
Hard Cost Budget	\$420,000
Hard Cost Contingency	\$42,000
Construction Management Fee	\$30,000
HTCC Fee	\$5,000
Permits	<u>\$3,000</u>
Project Budget	\$500,000

***Estimated costs for budget purposes only. All trades to be competitively bid to determine final cost.**

Revised 11/30/2020 -FINAL

Construction Management Agreement for Millennium Construction Services, LLC.

This Agreement made as of the 22 day of December, 2020 by and between Housing Authority of the Town of Trumbull a Connecticut Municipal Housing Authority, located at 200 Hedgehog Circle, Trumbull, CT 06067 (hereinafter referred to as the “Owner”) and Millennium Construction Services, LLC, a Connecticut Limited Liability Company located at 37 Speno Ridge, Rocky Hill, CT 06067, (hereinafter referred to as the “Construction Manager”) do hereby agree and set forth as follows:

The Owner agrees to hire and the Construction Manager agrees to perform duties on behalf of the Owner in managing capital improvements to a property known as Stern Village Apartments located at 200 Hedgehog Circle, Trumbull, CT 06067 (the “Project”) in accordance with the terms and conditions of the State of Connecticut Housing Tax Credit Contribution (HTCC) program as administered by Connecticut Housing Finance Authority funding awards and terms and provisions hereinafter provided in this Agreement and as follows:

ARTICLE 1 - CONSTRUCTION MANAGER’S RESPONSIBILITIES:

1.1 The Construction Manager shall provide the services as set forth in this Agreement.

1.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly process of the Project.

ARTICLE 2 - SCOPE OF CONSTRUCTION MANAGER’S SERVICES:

2.1 The Construction Manager’s responsibility to provide services hereunder commences upon the date of the receipt of funds from purchaser of the Tax Credits as identified in the Housing Tax Credit Contribution Program Reservation Letter of 2020 HTCC dated August 26, 2020 and shall terminate on the earlier of (i) December 31, 2022 or (ii) the completion of administrative close-out of funding.

2.2 The Construction Manager shall provide staffing including but not limited to a representative who shall be in attendance at the Project site periodically during the Project as the work (“Work”) is being performed pursuant to the Scope of Work as provided by the Owner.

2.3 The Construction Manager shall provide administrative, management and related services necessary to apply for both HTCC funding, facilitate competitive bidding, coordinate scheduled activities and responsibilities (the “Project Schedule”) of the contractors retained by the Owner (whether one or more, the “Prime Contractors”) with each other and with those of the Construction Manager and the Owner. The Construction Manager shall coordinate the activities of the Prime Contractors in accordance with the latest approved Project Schedule and any construction contract documents (the “Contract Documents”).

2.4 Utilizing the construction schedules provided by the Prime Contractors, the Construction Manager shall update the Project Schedule, incorporating the activities of the Owner and Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an

update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner.

2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Prime Contractors.

2.6 Utilizing information from the Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project Schedule.

2.7 The Construction Manager shall confirm with the Prime Contractors that all tests and inspection required by the Contract Documents of governmental authorities have been satisfactorily completed and arrange for the delivery of test and inspection reports to the Owner.

2.8 The Construction Manager shall be responsible for obtaining satisfactory performance from each of the Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

2.9 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual and budgeted or estimated costs. If any Prime Contractor is required to submit a control estimate (the "Control Estimate"), the Construction Manager shall meet with the Owner and the Prime Contractors to review the Control Estimate. The Construction Manager shall promptly notify the Prime Contractors if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Prime Contractor's cost control information to the Owner.

2.10 The Construction Manager shall develop cash flow reports and forecasts for the Project as may be necessary and/or as requested by Owner.

2.11 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.12 The Construction Manager shall develop and implement procedures for the review and processing of any application for payment (the "Applications for Payment") by the Prime Contractors for progress and final payments.

2.13 Not more frequently than monthly, the Construction Manager shall review and certify the amount due the respective Prime Contractors as follows:

- a.** Where there is only one Prime Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Prime Contractor's Application for Payment, review the Application for Payment, certify the amount the Construction Manager determines is due the Prime Contractor, and forward the Prime Contractor's Application for Payment and a certificate for payment (the "Certificate for Payment") to the Owner.
- b.** Where there are multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Prime Contractor's Application for Payment: (1) review each Application for Payment and certify the amount the Construction Manager determines is due each Prime Contractor, (2) prepare a Summary of the Prime Contractors' Applications for Payment by

summarizing information from each Prime Contractor's Application for Payment, (3) prepare a Project application ("Project Application") and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Prime Contractors collectively, and (5) forward the summary of Contractors' Applications for Payment, Project Application and Certificate for Payment to the Owner.

2.14 The Construction Manager's Certificate for Payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Prime Contractors' Application for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion of the Work, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Prime Contractor be paid the amount certified.

2.15 The certification of an Application for Payment or a Project Certificate for Payment by the Construction Manager shall be a representation that the Construction Manager has: (1) made on-site inspections to check the quality or quantity of the Work; (2) Intentionally deleted; ((3) reviewed copies of bills or invoices received from any subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor's right to payment.

2.16 The Construction Manager shall determine that the Work of each Prime Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Prime Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject (subject to the approval of Owner) Work that does not conform to the Contract Documents and shall notify the Owner about rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of work in its daily log and include information regarding the rejected Work in its progress reports to the Owner. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Owner of when and where the tests and inspections are to be made so that the Owner may be present for such procedures.

2.17 The Construction Manager shall advise and consult with the Owner during the performance of its services pertaining to all construction phases of the Project. The Construction Manager shall not have control over, charge or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Prime Contractors, since these are solely the Prime Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Prime Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Prime Contractors, subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

2.18 The Construction Manager shall review requests for changes, assist in negotiating the Prime Contractors' proposals, submit recommendations to the Owner, and, if they are accepted, prepare change orders ("Change

Orders”) and construction change directives (“Construction Change Directives”) that incorporate the Owner’s modifications to the Contract Documents.

2.19 The Construction Manager shall assist the Owner in the review, evaluation and documentation of any claims (“Claims”).

2.20 The Construction Manager shall arrange for delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

2.21 With the Owner’s maintenance personnel, the Construction Manager shall observe and confirm the proper performance of the Prime Contractors’ final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require. **The Building Director, Town of Trumbull will approve the completed units prior to occupancy.**

2.22 When the Construction Manager considers any Prime Contractor’s work, or a designated portion thereof, is substantially complete, the Construction Manager shall, jointly with the Prime Contractor, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion (the “Completion List”). The Construction Manager shall assist the Owner in conducting inspections to determine whether the Work and/or the Completion List, or designated portion thereof, is substantially complete.

2.23 The Construction Manager shall forward to the Owner the following information received from the Prime Contractors: (1) certificates of insurance received from the Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Prime Contractors under the Contract Documents, including warranties and similar submittals.

2.24 The Construction Manager shall deliver all keys, manuals record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Lender a final Application for Payment and Certificate for Payment for the Project or a final Application for Payment and final Certificate for Payment upon the Prime Contractors’ compliance with the requirements of the Contract Documents.

2.25 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, the Construction Manager, and the Prime Contractors. Any consent required hereunder shall not be unreasonably withheld or delayed.

ARTICLE 3 - OWNER’S RESPONSIBILITIES:

3.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner’s program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager to the Owner, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

3. Intentionally Omitted

3.3 The Owner may hire an architect (the” Architect”) to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement between Owner and Architect, Construction Manager as

Adviser Edition at Owner's sole discretion. The Owner shall provide the Construction Manager a copy of any executed agreement between the Owner and Architect, and any further modifications to said agreement.

3.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

3.5 Unless provided by the Construction Manager, and if necessary for the performance of the Work, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

3.6 Unless provided by the Construction Manager, if required for the Project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations hazardous materials, seismic evaluation, ground corrosion test and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

3.7 The Construction Manager shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an additional service ("Additional Service"), when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

3.8 Unless otherwise provided for herein, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and test for hazardous materials.

3.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

3.10 The Owner and the Construction Manager shall provide prompt written notice to the other party and Architect, if applicable, if the either party becomes aware of any fault or defect in project, including errors, omissions or inconsistencies in the Architect's instruments of service or any fault or defect in the Construction Manager's services.

3.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities

under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Prime Contractors under this Agreement.

3.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Prime Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

3.13 Before executing any contract for construction of the Project ("the "Contract for Construction"), the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Prime Contractors, including any general conditions of the Contracts for Construction when applicable.

3.14 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Prime Contractors to provide the Construction Manager access to the Work at all times.

ARTICLE 4 - COST OF THE WORK:

4.1 For purpose of this Agreement, the Cost of Work shall mean the total cost to the Owner to construct all elements of the Project designed or specified by the Contract Documents and shall include the Prime Contractors' general conditions costs, overhead and profit. The Cost of Work also includes the compensation of the Construction Manager and Construction Manager's consultants only during the construction phase of the Project, including compensation for reimbursable expenses at the job site, if any. The Cost of Work does not include the compensation of an Architect, the costs of the land, right-of-way, financing, contingencies for changes in the Work or other costs that are responsibility of the Owner. **See Exhibit A for Scope of Work & Project Budget**

4.2 If, prior to the conclusion of the design development phase of the Project, the Construction Manager's estimate of the Cost of Work exceeds the Owner's budget for the Cost of Work, the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager in making such adjustments.

4.3 If the estimate of the Cost of Work at the conclusion of said design development phase exceeds the Owner's budget for the Cost of Work, the Owner shall

- a. give written approval of an increase in the budget for the Cost of Work;
- b. in consultation with the Construction Manager and Prime Contractors, revise the Project program, scope, or quality as required to reduce the Cost of Work; or
- c. implement any other mutually acceptable alternative.

ARTICLE 5 - CLAIMS AND DISPUTES:

5.1 General:

5.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by the applicable law, but in any case not more than 7 years after the date of substantial completion of the Work as evidenced by

either: i) the issuance of a certificate of occupancy, if any, by the Town of Trumbull, or ii) if no certificate of occupancy is required, by a written memorandum signed by the Owner and the Construction Manager confirming that the Work is substantially completed.

5.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in any general conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the Prime Contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Notwithstanding anything to the contrary contained herein, nothing in the Agreement or any of the Contract Documents shall be construed as a waiver, by Owner, of any rights it may have to any damages due to losses in connection with any of the Project financing, including, but not limited to, any if any tax credit financing.

5.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees, its agents and its consultants in the performance of professional services under this Agreement.

5.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Notwithstanding anything to the contrary contained herein, nothing in the Agreement or any of the Contract Documents shall be construed as a waiver, by Owner, of any rights it may have to any damages due to losses in connection with any of the Project financing, including, but not limited to, any if any tax credit financing.

5.2 Mediation:

5.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

5.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

5.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 6 - TERMINATION OR SUSPENSION:

6.1 If the Owner fails to make payments of undisputed amounts owed to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services of the Contract Manager under this Agreement. If the Construction Manager elects to suspend services because of Owner's failure to make such undisputed payments ("Suspension of Services"), the Construction Manager shall give fourteen (14) days' advance written notice to the Owner before the Suspending of Services becomes effective. In the event of such Suspension of Services of the Construction Manager, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such Suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

6.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to the date of any notice of such suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

6.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving the Owner not less than fourteen (14) days written notice.

6.4 Either party may terminate this Agreement upon not less than seven (7) days' advance written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.5 In the event the Owner terminates this Agreement for reasons other than the Construction Manager's failure to perform in accordance with the terms of this Agreement ("Termination"), the Construction Manager shall be compensated for services performed prior to the date of Termination, together with any expenses that are reimbursable under the provisions of this Agreement.

6.6 Intentionally Omitted.

6.7 In the event of the Termination of this Agreement under Section 6.5 prior to commencement of construction of the Project, the Construction Manager shall be entitled to receive payment for services performed to the date of such Termination.

6.8 In the event of the Termination of this Agreement under the Section 6.5 after the commencement of construction of the Project, the Construction Manager shall be entitled to receive payment for services performed to the date of such Termination and any Termination Expenses.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the laws of the place when the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

7.2 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to the Lender if the Lender agrees to assume the Owner's rights and obligations under this Agreement. Notwithstanding the foregoing, Owner may assign this Agreement to an affiliate of Owner without the prior written consent of Construction Manager.

7.3 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

7.4 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 – COMPENSATION:

8.1 For the Construction Manager's services described under this Agreement, the Owner shall compensate the Construction Manager as follows: **An Application, Commitment and Compliance Fee in the amount of \$5,000 will be due and payable upon the commitment and execution of the Business Firm Application and a Construction Management Fee equal to \$30,000 lump sum (as defined in Section 4.1 and Exhibit A attached hereto).**

8.2 Compensation for Reimbursable Expenses:

8.2.1 Reimbursable Expenses are in addition to compensation for services performed under this Agreement and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- a. Transportation to locations greater than 50 miles from the Project site or the Construction Manager's Office;
- b. Intentionally Omitted;
- c. Fees paid for securing approval of authorities having jurisdiction over the Project;
- d. Printing, reproductions, plots, standard form documents for external use;
- e. Postage, handling and delivery;
- f.
- g. Professional photography, and presentation materials requested by the Owner;
- h. Construction Manager's consultant's expense of additional insurance coverage or limits if the Owner requests such to this Project, or the expense of additional insurance coverage or limits if

the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants; and

- i. All taxes levied on professional services and on reimbursable expenses.

8.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants at the actual dollar value of the expenses incurred.

8.3 Payments to the Construction Manager:

8.3.1 An initial payment of \$0.00 shall be made upon execution of this Agreement. It shall be credited to the Owner's account in the final invoice pertaining to the Construction Manager's compensation.

8.3.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to the amount incurred by the Owner of the Cost of Work completed to date. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 45 days after the invoice date shall bear interest at the rate of 1.50% per month, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

8.3.3 Intentionally Omitted.

8.3.4 All Records/backup of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be **submitted with the reimbursable request** to the Owner upon request for reimbursement by Construction Manager.

ARTICLE 9 - SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

This Agreement is entered into as of the day and year first written above.

Housing Authority of the Town of Trumbull

By: _____
Board of Commissioners, Trumbull Housing Authority

Millennium Construction Services, LLC

By: _____
Bruce Whitaker, its Manager

EXHIBIT A
DRAFT Scope of Work & Project Budget

HTCC= Housing Tax Credit Contribution Program

Description of Work	Budget *
Asbestos Removal/Demo	\$99,000
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Permits	<u>\$3,000</u>
Project Budget	\$500,000

***Estimated costs for budget purposes only. All trades to be competitively bid to determine final cost.**



December 16, 2020

CONTINUATION OF REHABILITATION & ABATEMENT STERN VILLAGE APARTMENTS 1-50

Apartments 1-50 were the first apartments built in 1970 and occupied in 1974. This is the oldest section of apartments.

Thanks to HTCC funding awarded in 2018 & 2019, for units 1-50, we have rehabbed 14 units out of 50. We are expected to receive an additional \$500,000 for the HTCC funding awarded in 2020.

Goal: Rehab all units in Stern Village, starting with the oldest.

For 2021

- Continue rehabbing units 1-50 for existing residents. Start date: middle to end of January.
- We are hoping to rehab & abate 15 +/- units with the funding.
- Set aside Unit #9 as a temporary ("hotel") unit for residents to move into for approximately 3 weeks while their unit is being rehabbed. Unit #9 will be equipped with Cable TV and electricity.
- Millennium will provide boxes for residents to pack their belongings and they will be stored in a locked storage pod on-site. Millennium will move residents into #9 and back to their newly rehabbed unit; this is considered a two-time move.
- There will most likely be a few residents who do not want their apartments upgraded and we will not force them to move.

As of now, #9 (which is fully rehabbed and abated) will stay off-line.

We hope to get another unit in 2021 that we can also use as a temporary unit.

Please note the following:

- In 2019 we moved a total of 19 residents out of their 1-bedroom apartments to create ADA apartments in the middle section of Stern Village. We had set aside a couple of temporary units for residents to move into while their apartment was being converted.*
- The process was seamless.*
- We met with the residents, provided them with instructions for the move and kept them informed.*

STATE OF CONNECTICUT DEPARTMENT OF HOUSING

SMALL CITIES CDBG PROGRAM

FINANCING PLAN & BUDGET

2019 Award (Adjusted per contract 10/9/20)

Henry Stern Center

Town of Trumbull

Vicki A. Tesoro, First Selectman

USES	TOTAL
Construction	
Construction Contract	\$814,009.00
Construction Contingency 13.76%	\$111,996.00
Total Available for Constrution \$926,005.00	
Procurement	\$15,182.00
Other: Bidders Conferences	\$11,720.00
Other: Constr Services Owner Rep	\$51,627.00
Architect & Engineering- Construcion Docs for Grant Application	\$53,000.00
Architect & Engineering -Construction/Bid Documents and Const. Admin	\$46,000.00
Total Arch. Contract \$99,000.00	
Program Town Rep. Draw/Design	\$24,818.00
Project Meetings, Inspections	\$11,375.00
Project Work Write-ups-Reporting	\$13,960.00
General Administration	
Grant Management/Administration	\$28,500.00
Environmental Reports/Testing	\$5,000.00
TOTAL DEVELOPMENT COSTS:	\$1,187,187.00

SOURCES	TOTAL
Small Cities Community Development Block Grant	\$1,072,234.00
Trumbull Housing Authority - Paid	\$53,000.00
Trumbull Housing Authority	\$46,000.00
United Illuminating	\$15,839.00
Other	\$114.00
TOTAL DEVELOPMENT SOURCES:	\$1,187,187.00

Month - 2020	Number of Vacancies	Reason for Vacany
July	3	2-deaths 1-nursing home
August	3	3- deaths
September	3	Lag time emptying units & difficulty to fill
October	2	Lag time emptying units & difficulty to fill
November	7	1-assisted living 2-nursing homes 2-deaths due to Covid-19 Difficulty filling units.
December	6	1- moved to Village Maintenace is working on sanitizing 3 of the 6. Difficulty filling units.