

October 14, 2022

COMMISSIONERS: Richard Laferte, Chair Awa Conteh, Vice Chair
Paul Chaiken Leah Gulliver
Katelyn Michaud Sarah Loyd
Christal Curtis

Notice is hereby given that a Regular Meeting of the Board of Commissioners of the Housing Authority City of Bangor will be held on **Wednesday, October 19th at 12:00 PM** at 161 Davis Road in the Board Room.

The purpose of this meeting is to discuss the following:

1. Welcome and Approval of Minutes (August minutes)
2. Public Hearing – HUD Annual Plan
 - a. Summary of Changes Enclosed
3. Personnel Handbook Revisions
 - a. On-Call Revisions Enclosed
4. Moving To Work
 - a. MTW Board Resolution (enclosed)
 - b. ACC Amendment (enclosed)
5. Financial Report
6. Management Report
7. Old Business
8. New Business
9. Open Forum
10. Adjourn

August 24th, 2022

REGULAR MEETING,

Present: Commissioner Laferte, Commissioner Chaiken, Commissioner Gulliver, General Counsel, Joseph Bethony, Director of Finance, Eric MacDonald, Director of Construction & Asset Management, Bob Rhodes, Executive Director, Mike Myatt, Administrative Manager, Alexis Dunham

By Remote: Commissioner Loyd, Director of Property Management, Melissa Rhodes

Absent: Commissioner Conteh, Commissioner Curtis, Commissioner Michaud

1. Welcome - Commissioner Laferte welcomed everyone to the meeting.

2. Review of Minutes- Commissioner Chaiken clarified the executive session in July's minutes. July minutes should reflect that Commissioner Chaiken motioned to move into Executive Session. Commissioner Gulliver second. All in favor. Board came out of executive session at 12:55pm. Commissioner Gulliver made a motion to increase the Executive Director's salary which was second by Commissioner Michaud. The motion passed 4-0.

With that clarification Commissioner Chaiken moved to approve minutes. Commissioner Gulliver second the motion. Vote by roll call: Commissioner. Laferte, yes. Commissioner. Chaiken, yes, Commissioner. Gulliver, yes, Commissioner Loyd, yes Absent from the vote: Commissioner. Curtis, Commissioner. Conteh, Commissioner Michaud.

Special meeting minutes amendment: "A copy of the foregoing resolution are attached hereto and incorporated herein by reference." And Commissioner Chaiken and moved to adopt the resolve.

Commissioner Chaiken motioned to move. Commissioner Gulliver second. Vote by roll call: Commissioner Laferte, yes, Commissioner Chaiken, yes, Commissioner Gulliver, yes, Commissioner Loyd, yes. Absent from vote: Commissioner. Curtis, Commissioner. Conteh, Commissioner Michaud.

3. Management report – Executive Director, Mike Myatt

Mike Myatt introduced Mike Guyder. Mr. Guyder is from Auditor from Marcum. Marcum is an accounting and advisor firm. Mr. Guyder attended the meeting remotely and copies of his PowerPoint presentation that covered the financial audit December 31st, 2021 were given to all. Overall audit opinion- unmodified, a "clean opinion". Prior years' finding consider closed; this was referring to AMP 1 being fully repaid for advances to other programs during the year. Mr. Guyder continued his presentation stating that the financial highlights are generally positive. Mr. Guyder stated "All in all, a pretty solid financial statement for the 2021 year end."

Mike Myatt asked Mr. Guyder his thoughts on how switching to RAD may impact Bangor Housing's financials. Mr. Guyder stated from the work Marcum has done with organizations that have made the RAD conversion, it seems to be beneficial from a regulatory stand point and it simplifies the administration of the units going through the voucher program. Mike Myatt

thanked Mr. Guyder for his time and continued on by referencing page 74 of the audit finding regarding monies owed to AMP 1 and officially closing the finding with HUD.

Mike Myatt went to give his management report. He opened with stating that the Moving to Work application has been submitted and we should hear something regarding that this fall. Mike and Alexis have started the process of bidding out healthcare benefits. We have also started the process of bidding out our snow removal.

Davis Road Senior Housing finished loan closing last Tuesday, August 16th. Bowman Construction can begin working on this project.

4. Committee Reports-

5. Department Head Updates -

Director of Construction & Asset Management, Bob Rhodes— Bob began by discussing the Davis Road Senior Housing project. He was on the email thread through the process of reaching the point of closing on the loan. He gave accolades to Mike and Joe Bethony for their work. At the Davis Road Senior Housing site, we currently have two parking lot areas fully excavated and gravel is being brought in. 100 percent of the perimeter, inside footing and inside wall excavated which has exposed the ledge. Currently testing to see if we can remove any of the ledge or if it needs to be pinned. We hope to be able to pin the ledge as this will save money. Hope to start pouring concrete in the next two weeks.

Finson Road fire rebuild has gotten the certificate for occupancy. Currently have a couple of the units rented. We actually came \$40,000 under the GMP. Updated siding, insulation, windows, trim on the inside of windows on units that were not affected by the fire.

Driving paving in the second to the last zone with 35 more driveways to excavate and pave. Hopefully this will be done by the end of October.

General Counsel, Joseph Bethony— Last couple of months have been focused on getting the Davis Road Senior Housing loan closed. Currently working on getting the annual plan finalized so we can get the advertisement out in the paper.

Director of Property Management, Melissa Rhodes – Looking more into PHAWeb and figuring out what more it can do. We have found that it can do more and there is other services that we do not have. Melissa has been working more with them to see what other parts of the software we can utilize. This will cost more money but hopefully will replace some of the other services, outside of PHAWeb, that we use and are currently paying for. Rent relief is coming to end and will be challenging but we are working with our tenants.

Mike Myatt wanted to mention that we do not report on a regular basis anything positive on behalf of our residents. For example, we do not report to credit bureaus for rent paid. We would need the horsepower in order to do this reporting. If we get approved for Moving to Work, this was something we said that we would do. If do not get approved for Moving to Work, this is still

something that we should build into our budget for next year as it would have a positive impact on our residents.

Mike Myatt stated that, if we can, he would like to give seniors a preference on the voucher side. Families move about a lot but our seniors do not. Mike will look more into HUD rules regarding preferences.

Director of Finance, Eric MacDonald – Eric began by thanking the staff that have provided all the information that was given to the auditors. AvidXchange went live today and as of today we have gone paperless. Once we get up to speed, others will be trained. Invoices now go into the system and then payments are made. Modifying the soft and process as we go; still in the early stages.

Finance committee did meet. AMP 1 looks like it lost \$76,000 dollars but it's a fee that goes into the COCC. AMP 1 lost about \$10,000 and utilities are driving that deficit. AvidXchange will give us the data needed to look at trends in financials. AMP 4 had a surplus of \$3000. Still seeing a deficit due to the major turn that was done and utilities. HCV operating sub (HAB) was less than expected. Paying out more to landlords than what we have.

MOD rehab and local programs are money in money out. Seeing a huge surplus in the COCC; still in great shape.

HCV has a utilization of dollars of 102.5% and up 6 vouchers in July. Donna's team is doing a great job. Right now, we are in compliance and if this continues into 12/31, we should get more money for next year.

6. Old Business- Boys and Girls Club update- doing well in terms of funding and grants. A lot of good movement financially. New Programs coming up such as a Work-based Program which would bring in the younger population to be trained and employed via grant funds. National assessment coming up and is geared towards learning; does not have any concerns but are ready to learn.

7. New Business- City of Bangor and Mike have been in conversation about getting together to discuss housing. City of Bangor is considering building some homes on the eastside and might want to partner in those projects.

8. Open Forum- Called in Angie in for a congratulatory meeting on her retirement.

9. Motion to adjourn- Commissioner Gulliver motioned to move. Commissioner Chaiken second. All in favor.

Michael W. Myatt, Secretary

Changes to 2023 Admissions and Continued Occupancy Policy

16.6 Tenants in Good Standing

A family's transfer request or a Category 4 transfer will not be approved unless the family is in good standing with BHA, meaning that the family is not in default under their lease, is current in all payments to BHA, and has passed a housekeeping inspection. In addition, a family's transfer request will not be approved if any member of the family has not resided in the unit for at least twelve (12) months or if the transfer would leave a member of the family in the unit who has not resided in the unit for at least twelve (12) months.

Changes to 2023 Housing Choice Voucher Administrative Plan

12.2 Preferences

BHA will select families for participation based on residency and the date and time of the application.

BHA will not exclude or penalize a family in admission to the program solely because the family resides in public housing. When an applicant is currently in an apartment-based subsidized unit such as Public Housing or Mod Rehab, when they become eligible for the HCV program, they will be offered assistance at the end of their lease obligation.

Families may be eligible for the following local preference that has been adopted by BHA pursuant to 24 C.F.R. § 982.207: single persons who are age 62 or older. In addition and notwithstanding the foregoing, as housing vouchers become available through turnover, every sixth (6th) voucher will be made available to a single person who is chronically homeless.

12.4 Selection from the Waiting List

The date and time of application and ~~residency preference~~ any preference adopted by BHA will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, and if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, (unless a different target is agreed to by HUD) the BHA retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, BHA will monitor incomes of newly admitted families and the income of the families on the waiting list.

D. TIME RECORDS

All employees are required to record their work hours each week utilizing BHA's online time-keeping program. Time records must be approved by the employee by the end of the workweek.

E. OVERTIME

Except as provided in Section 6.B, Non-exempt employees who work more than 40 hours in a work week are paid 1.5 times their regular hourly rate for all hours actually worked in excess of 40 hours in that workweek.

Employees may only work overtime with the prior approval of their supervisor.

Non-exempt employees shall not take work home unless specifically instructed in writing in advance by their supervisor and then only when an agreement has been reached as to the amount of afterhours work time is allowed.

Only hours actually worked will count for the purpose of calculating eligibility for overtime. Earned time, holidays (unless actually worked), paid time for weather-related or other office closures, and any other leave time shall not count toward hours worked for purposes of calculating eligibility for overtime.

F. COMPENSABLE TRAVEL TIME

If a non-exempt employee is assigned to work in another city for one day, including attending a conference, seminar, or meeting, and the travel is performed at BHA's request and for its benefit, it is part of BHA's principal activity and therefore is compensable. This is true even if the employee is traveling by common carrier since this is a special assignment and is not ordinary home-to-work travel; the assignment is performed for BHA's benefit and at BHA's special request to meet the needs of the particular and unusual assignment. To the extent that the employee performs work while traveling—e.g. preparing for a meeting, reviewing documents, making telephone calls—this time constitutes hours worked even if the travel time would otherwise not be compensable. Single day out-of-town travel is considered hours worked, excluding a meal period. However, the employee would not count the time the employee would normally spend commuting to the regular work site.

Travel performed at the request and for the benefit of BHA that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's regular workday hours and is compensable. If this travel occurs during normal work hours on non-working days (e.g. Saturday or Sunday) the time is also compensable. Time the employee spends in overnight travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile is not considered compensable. To the

5. HOLIDAYS AND LEAVE

A. HOLIDAYS

Employees generally receive the following paid holidays, based on their regularly scheduled hours:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples' Day*
President's Day*	Veterans Day*
Memorial Day	Thanksgiving Day
Patriot's Day*	Thanksgiving Friday
Independence Day	Christmas Day

* At the discretion of the Executive Director, one of these paid holidays may be substituted for the day before or the day after another paid holiday.

Holiday pay will be calculated based on the employee's regular pay rate, as of the date of the holiday, times their regularly-scheduled hours. Employees who are on unpaid leave when a holiday occurs will not receive holiday pay.

An employee may take approved earned time before and/or after a holiday and still receive holiday pay for the holiday. To be entitled to holiday pay for an authorized paid holiday, an employee must either be present at work or on approved leave the workdays scheduled immediately preceding and following a paid holiday. If an absence is unauthorized for either of these days, holiday pay may not be paid.

Non-exempt employees who actually work on a paid holiday will be paid ~~1.5~~ 2-times their regular hourly rate for that day.

B. EARNED TIME

Earned time is a program of flexible accrued paid time off for employees to use for paid vacations, sick days, personal days, and/or paid leave. Employees using earned time will be paid based on the rate of pay that the employee received immediately prior to taking the earned time.

All eligible employees begin accruing earned time immediately. Earned time can only be used after it has been accrued; however, new employees (except for temporary or seasonal employees) are advanced the equivalent of 3 days of earned time from their first-year accrual to cover any immediate absences.

Earned time is accrued each pay period. The amount of time an employee accrues is based on the number of hours the employee is regularly scheduled to work each week and the number of years

6. EMPLOYEE CONDUCT AND WORK RULES

A. PUNCTUALITY AND ATTENDANCE

To maintain a productive work force, BHA expects employees to be reliable and punctual. Employees who cannot avoid being late to work or are unable to work as scheduled due to unexpected illness or other unavoidable reasons must notify their supervisor prior to the start of their workday or as soon as reasonably practicable. Any absence that can be planned in advance requires appropriate notice under the circumstances. BHA reserves the right to request appropriate documentation of all absences.

Failure to call in or report to work for three consecutive days will be considered a voluntary resignation.

B. STANDBY

Standby goes from 4:00 p.m. Friday to the following Friday at 3:59 p.m. After an employee who is hired as a Maintenance Mechanic I, II, or III completes ~~the first 6 months of his or her employment with BHA~~ the on-call training period, the employee may be scheduled for standby. If an employee is unable to do standby during the week as scheduled, it shall be that employee's responsibility to find another employee to cover in any absence(s). All changes in the schedule must be approved by a supervisor.

Schedules are generated periodically and are subject to change as necessary. BHA will attempt to give employees at least six-month's advance notice of standby duty.

An employee who is on general standby duty will be given a \$~~75~~200.00 on-call stipend for the week. An employee who is on standby for snow removal will be given a \$100.00 on-call stipend for the week.

The employee on standby will be paid at least two hours for every call. In the event that the employee's total work time on a single call or multiple calls exceeds two hours, the employee would be paid for the actual, total, time worked. However, the employee would not count the time the employee spends commuting to the work site.

If an employee on standby responds to a call, that employee, in addition to the time paid, will be paid round-trip mileage to and from their residence for each call to which they respond if they use their personal vehicle. If the employee uses a BHA vehicle, they will not be paid for mileage.

Example

Employee responds to a lock out, working 5 minutes. The employee is entitled to mileage to and from

Example

Employee responds to a lock out, working 5 minutes, and while finishing up on that call, receives another call about a clogged toilet, which takes 45 minutes to complete. The employee is entitled to mileage to and from their residence and for two hours of work.

An employee on standby during a week in which there is a paid holiday will be paid for that holiday in accordance with Section 5.A of this Handbook and also~~Employees on standby earn eight hours of earned time for every paid holiday spent on standby.~~ If a holiday falls on a Friday, the employee who started the day on standby will receive the eight hours earned time.

In addition, a non-exempt employee who responds to a call on a paid holiday will be paid 2 times their regular hourly rate for time spent responding to the call. However, if the time spent responding to a call on a holiday would qualify that employee for overtime, that employee will be paid 2.5 times their regular hourly rate for time spent responding to the call on the holiday.

~~Employees on standby earn eight hours of earned time for every paid holiday spent on standby. If a holiday falls on a Friday, the employee who started the day on standby will receive earned time.~~

An employee on standby should only call the on-call supervisor when absolutely necessary. The employee should not contact or instruct a tenant to contact a property manager for maintenance issues.

If the employee on standby requires the assistance of another employee, the employee on standby should call a Maintenance Supervisor and request assistance, including finding another employee willing to help. An employee who provides assistance receives would be paid on the same basis as the standby employee, except for the stipend.

All employees responding to a standby call must wear their BHA identification badge at all times.

Employees shall comply with BHA's policies regarding alcohol and drug use while on standby.

C. DRUGS-FREE WORKPLACE

The Drug-Free Workplace Act of 1988 requires that no federal funding be available for institutions that do not have in place a Drug-Free Workplace policy. In accordance with the Drug-Free Workplace Act of 1988, BHA is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse. Accordingly, BHA expects all employees to report for work and to perform their duties in a manner which does not jeopardize the health, safety and well-being of co-workers, tenants, or the public.

BHA prohibits employees from the manufacture, use, possession, distribution, or sale of controlled substances or unauthorized prescription drugs during work hours or during any period of time an



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

September 27, 2022

Michael Myatt
Executive Director
Bangor Housing Authority
161 Davis Road
Bangor, ME 04401

Dear Executive Director Myatt,

Congratulations! I am pleased to inform you that the Department of Housing and Urban Development (HUD) has selected the Bangor Housing Authority for admission to the Asset Building Cohort, which is the fourth cohort of the expansion of the Moving to Work (MTW) Demonstration Program.

You are one of 18 agencies that has been selected because of your excellent work and your desire to be even more effective in supporting low-income individuals and families. MTW allows your agency to exercise administrative flexibilities to respond to the unique needs of your community.

The Fiscal Year 2016 Appropriations Act, Public Law 114-113 (2016 MTW Expansion Statute) authorizes HUD to expand the MTW Demonstration Program by an additional 100 agencies over seven years. In April 2022, HUD invited public housing authorities to submit applications for admission into the Asset Building Cohort of the MTW Expansion.

MTW Program Director Marianne Nazzaro will be in touch with you to advise you of the next steps for admission into the program. We look forward to working with you in this cohort.

Congratulations again on your selection!

Sincerely,

A handwritten signature in black ink, reading "Dominique Blom".

Dominique Blom
General Deputy Assistant Secretary
for Public and Indian Housing

**BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE CITY OF BANGOR**

* * * * *

MOVING TO WORK RESOLUTION

PHA Name: Housing Authority of the City of Bangor PHA Number/Code: ME 009

The U.S. Department of Housing and Urban Development (HUD) has selected the Housing Authority of the City of Bangor (BHA) to participate in the Move to Work (MTW) Demonstration Expansion, to design and test new ways of providing housing assistance and services to low-income households;

To complete BHA's entry into the MTW Demonstration Expansion program, BHA must fully execute the MTW ACC Amendment to the Public Housing and Housing Choice Voucher Annual Contributions Contract;

The draft MTW ACC Amendment was made available and shared with the Board of Commissioners on about October 14, 2022, and the Board of Commissioners has examined and approved the same as to form and content.

The Board of Commissioners held a public meeting on October 19, 2022, with notice duly given, and a quorum being present at said meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Bangor as follows:

1. The Board of Commissioners approves the MTW ACC Amendment.
2. The Board of Commissioners authorizes the Authority's Executive Director to sign and submit the MTW ACC Amendment to HUD.

ADOPTED by the Board of Commissioners pursuant to 30-A M.R.S. § 4723(1)(D) and the Authority's Bylaws and signed by me in open session in authentication of its passage this 19th day of October, 2022.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

CERTIFIED BY:

_____ Chair of the Board	_____ Date
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_____ Secretary	_____ Date
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MOVING TO WORK AMENDMENT TO ANNUAL CONTRIBUTIONS CONTRACT(S)

Section 1. This Moving to Work (MTW) Amendment to the Annual Contributions Contract(s) (MTW ACC Amendment) is entered into between the United States Department of Housing and Urban Development (“HUD”) and the Housing Authority of the City of Bangor (the “Public Housing Agency, “PHA”).

Section 2. This MTW ACC Amendment is an amendment to any Annual Contributions Contract(s) (“ACC”) or Annual Contributions Terms and Conditions (“ACC”) in effect between the PHA and HUD for the Public Housing and Housing Choice Voucher programs.

Section 3. The ACC is amended in connection with the PHA’s designation as a participant in the expansion of the MTW demonstration pursuant to Section 239 of the Consolidated Appropriations Act, 2016, P.L. 114-113; 129 Stat. 2897 (2016 MTW Expansion Statute) and Section 204 of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1996, P.L. 104-134; 110 Stat. 1321-281 (1996 MTW statute). The PHA’s participation in the expansion of the MTW demonstration shall be governed by the MTW Operations Notice for the Expansion of the Moving to Work Demonstration as it is issued as it and may be amended in the future, or any successor notice issued by HUD, (“the MTW Operations Notice”).

Section 4. The term of this amendment shall be for 20 years from the beginning of the PHA’s first full fiscal year following execution by the PHA and HUD; or, until termination of this amendment, whichever is sooner.

Section 5. Requirements and Covenants

(A) As a participant in the MTW demonstration, the PHA must operate in accordance with the express terms and conditions set forth in the MTW Operations Notice. The MTW Operations Notice may be superseded or amended by HUD at any time during the twenty-year MTW term.

(B) The PHA will cooperate fully with HUD and its contractors for the duration of the HUD-sponsored evaluation of the cohort of the MTW Expansion for which the PHA was selected and shall comply with all aspects of its Cohort Study as outlined in the selection notice under which the PHA was designated.

(C) The PHA is only exempted from specific provisions of the Housing Act of 1937 (“the Act”) and its implementing regulations as specified in the MTW Operations Notice. Each such exemption also extends to subregulatory guidance to the extent that the subregulatory guidance implements the provisions of the Act or its implementing regulations exempted pursuant to the MTW Operations Notice. The PHA remains subject to all other applicable requirements including, but not limited to, those in Title 24 of the Code of Federal Regulations and Title 42 of the U.S. Code, Appropriations Acts,

Annual Contributions Contracts, notices of funding availability under which the PHA has received funds, and the applicable requirements listed in the MTW Operations Notice (collectively, “the Requirements”), as they may be amended or implemented in the future. Accordingly, if any Requirement, other than the provisions of the Act and its implementing regulatory requirements or subregulatory guidance exempted pursuant to this MTW ACC Amendment and the MTW Operations Notice, conflicts with any exemption or authorization granted by this MTW ACC Amendment, the MTW Agency remains subject to that Requirement.

Section 6. At least one year prior to expiration of this MTW ACC Amendment¹, the PHA shall submit a transition plan to HUD. It is the PHA’s responsibility to be able to end all MTW activities that it has implemented through its MTW Supplement to the PHA Plan upon expiration of this MTW ACC Amendment. The transition plan shall describe plans for phasing out such activities. The plan may also include any proposals of authorizations/features of the ACC Amendment and the MTW Operations Notice that the PHA wishes to continue beyond the expiration of the MTW ACC Amendment. The PHA shall specify the proposed duration and shall provide justification for extension of such authorization/features. HUD will review and respond to timely-submitted transition plans from the PHA in writing within 75-days or they are deemed approved. Only authorizations/features specifically approved for extension shall continue beyond the term of the MTW ACC Amendment. The extended features shall remain in effect only for the duration and in the manner specified in the approved transition plan and be subject to any necessary ACC Amendments as required by HUD.

Section 7. Termination and Default

(A) If the PHA violates or fails to comply with any requirement or provision of the ACC, including this amendment, HUD is authorized to take any corrective or remedial action described in this Section 7 for PHA default or any other right or remedy existing under applicable law, or available at equity. HUD will give the PHA written notice of any default, which shall identify with specificity the measures, which the PHA must take to cure the default and provide a specific time frame for the PHA to cure the default, taking into consideration the nature of the default. The PHA will have the opportunity to cure such default within the specified period after the date of said notice, or to demonstrate within 10 days after the date of said notice, by submitting substantial evidence satisfactory to HUD, that it is not in default. However, in cases involving clear and apparent fraud, serious criminal behavior, or emergency conditions that pose an imminent threat to life, health, or safety, if HUD, in its sole discretion, determines that immediate action is necessary it may institute the remedies under Section 7(B) of this MTW ACC Amendment without giving the PHA the opportunity to cure.

(B) If the PHA is in default of this MTW ACC Amendment and/or the

¹ Should the PHA receive an extension(s) of its MTW participation (e.g. by extension or replacement of its MTW ACC Amendment) the transition plan will be due one year prior to the end of the extension(s).

MTW Operations Notice and the default has not been cured, HUD may, undertake any one or all remedies available by law, including but not limited to the following:

- i. Require additional reporting by the PHA on the deficient areas and the steps being taken to address the deficiencies;
- ii. Require the PHA to prepare and follow a HUD-approved schedule of actions and/or a management plan for properly completing the activities approved under this MTW ACC Amendment;
- iii. Suspend the MTW waiver authorization for the affected activities;
- iv. Require reimbursement by the PHA to HUD for amounts used in violation of this MTW ACC Amendment;
- v. Terminate this MTW ACC Amendment and require the PHA to transition out of MTW;
- vi. Restrict a PHA's ability to use its MTW funding flexibly; and/or
- vii. Take any other corrective or remedial action legally available.

(C) The PHA may choose to terminate this MTW ACC Amendment at any time. Upon HUD's receipt of written notification from the PHA and a copy of a resolution approving termination from its governing board, termination will be effective. The PHA will then begin to transition out of MTW and will work with HUD to establish an orderly phase-out of MTW activities, consistent with Section 6 of this MTW ACC Amendment.

(D) Nothing contained in this ACC Amendment shall prohibit or limit HUD from the exercise of any other right or remedy existing under any ACC or available under applicable law. HUD's exercise or non-exercise of any right or remedy under this amendment shall not be construed as a waiver of HUD's right to exercise that or any other right or remedy at any time.

Section 8. Notwithstanding any provision set forth in this MTW ACC Amendment, any future law that conflicts with any provision of this ACC Amendment, as determined by HUD, shall not be deemed to be a breach of this ACC Amendment. Nor shall HUD's execution of any future law be deemed a breach of this ACC Amendment. Any future laws affecting the PHA's funding, even if that future law causes a decrease in the PHA's funding, shall not be deemed a breach of this ACC Amendment. No future law or HUD's execution thereof shall serve as a basis for a breach of contract claim in any court.

Section 9. If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

In consideration of the foregoing covenants, the parties do hereby execute this MTW ACC
Amendment:

PHA

By: Micheal Myatt
Its: Executive Director
Date: _____

UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

By: _____
Its: _____
Date: _____

AMP 1 Summary: Capehart 1+2, Birch Circle, Griffin Park

Line Item:

- A: Total Income: Due to Finson Road fire - \$708,129.00 and John T Gorman Grant of \$175,000K – both came in and are causing the variance, Finson Road fire offsets with G.
- B: Operation/Off Exp: Due to underspending, budget is based on a 12-month spread.
- C: Admin Sal/Ben: Due to wage adjustments, different from when we did the budget, budget is based on a 12-month spread.
- D: Mgmt. Fees: Due to good leasing numbers and getting more mgmt. fees than budgeted.
- E: BadDebts/Bank Chrg: Due to having less write offs vs what we budgeted. More will be done in Dec.
- F: Resident Services: Due to resident services starting to do more for the community due to summer programs, budget is based on a 12-month spread.
- G: Work Orders: Due to Finson Road fire, \$708,129.00 is causing the variance, this offsets with A.
- H: Utilities: Current month is correct, got caught up on water and sewer bills, budget is based on previous year by months. Variance is due to the very cold weather we have been having and rate increases.
- I: FSS-Escrow Dep: Due to increase in participants, escrow is more than budgeted.
- J: Equip/EPC: We haven't paid the consultant fee yet; this will catch up as soon as we pay it.

AMP 4 Summary: Nason Park

Line Item:

- K: Total Income: Due to HUD giving us less than we budgeted.
- L: Utilities: Current month is correct; budget is based on previous year by months. Variance is due to the very cold weather we have been having and rate increases.

HCV Summary: Housing Choice Voucher Program

Line Item:

- M: Total Income: HUD hasn't given us what we expected and budgeted, this is causing the variance.
- N: Admin Sal/Ben: Due to wage adjustments, different from when we did the budget, budget is based on a 12-month spread.
- O: HAP Paid to LL: Actuals are less than budgeted amount due to the number of people leaving the program and new voucher holders can't find a rental.

Mod Rehab Summary: Moderate Rehabilitation Program

Line Item:

Nothing to report on as all variances are under \$15,000.00.

Local Programs: Bangor Housing Development Corp (Management Company)

Line Item:

- P: Admin Sal/Ben: Due to allocation changes, actual is less than budgeted. Need to reclass Tenant services salaries. I will correct this. This washes with Mgmt./Book/Fee.
- Q: Mgmt./Book/Fee: Due to allocation change for tenant service salaries that are paid back by the individual BHDC properties. This needs to be reclassified to Admin Sal/Ben. I will correct this. This washes with Admin Sal/Ben.

COCC Summary: Central Office Cost Center (Management Company)

Line Item:

- R: Total Income: Due to the last two months fee for service being more than budgeted and we processed the asset mgmt. fee for AMP1 and AMP4. Lastly, we processed half of the CFP'21 admin fee.
- S: Admin/Maint Ben: Due to wage adjustments, different from when we did the budget, budget is based on a 12-month spread.
- T: Travel & Training: Due to underspending, budget is based on a 12-month spread.
- U: Utilities: Current month is correct; budget is based on previous year by months. Variance is due to the very cold weather we have been having and rate increases.

Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: Public Housing - AMP 1 Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget	
INCOME									
Rental Income	207,776.97	209,474.50	(1,697.53)	1,882,345.13	1,885,270.50	(2,925.37)	2,513,694.00	(631,348.87)	
Operating	413,451.29	353,031.33	60,419.96	3,555,886.17	3,177,282.00	378,604.17	4,236,376.00	(680,489.83)	
TOTAL INCOME	621,228.26	562,505.83	58,722.43	5,438,231.30	5,062,552.50	375,678.80	6,750,070.00	(1,311,838.70)	A
EXPENSES									
FSS/Families Forward	1,437.89	2,818.00	1,380.11	34,003.77	25,362.00	(8,641.77)	33,816.00	(187.77)	
Operation/Office Expense	9,032.81	21,968.17	12,935.36	166,715.12	197,713.50	30,998.38	263,618.00	96,902.88	B
Admin Salaries/Benefits	96,301.77	87,520.49	(8,781.28)	915,926.05	787,684.50	(128,241.55)	1,050,246.00	134,319.95	C
Mgmt Fees	46,110.62	43,414.00	(2,696.62)	418,222.23	390,726.00	(27,496.23)	520,968.00	102,745.77	D
Asset Mgmt Fee	0.00	0.00	0.00	61,440.00	61,440.00	0.00	70,440.00	9,000.00	
Legal	1,196.93	250.00	(946.93)	13,606.99	2,250.00	(11,356.99)	3,000.00	(10,606.99)	
Bookkeeping/Fee Account Fee	3,735.00	3,676.33	(58.67)	33,877.50	33,087.00	(790.50)	44,116.00	10,238.50	
Bad Debts/Credit/Bank Charges	1,824.02	4,515.50	2,691.48	19,517.02	40,639.50	21,122.48	54,186.00	34,668.98	E
Resident Services	47,152.47	49,803.25	2,650.78	487,871.37	448,229.25	(39,642.12)	597,639.00	109,767.63	F
Travel & Training	4,531.40	3,916.67	(614.73)	22,901.33	35,250.00	12,348.67	47,000.00	24,098.67	
Work Orders - Maint	274,411.82	131,870.75	(142,541.07)	2,040,821.07	1,224,944.75	(815,876.32)	1,661,743.00	(379,078.07)	G
Utilities	151,555.34	71,264.83	(80,290.51)	1,278,433.56	908,883.50	(369,550.06)	1,332,954.00	54,520.44	H
Pilot	0.00	11,148.50	11,148.50	91,602.63	100,336.50	8,733.87	133,782.00	42,179.37	
Insurance	28,720.16	25,528.99	(3,191.17)	243,148.86	229,761.00	(13,387.86)	306,348.00	63,199.14	
FSS-Escrow Deposits	16,993.00	13,906.58	(3,086.42)	154,289.00	125,159.25	(29,129.75)	166,879.00	12,590.00	I
EPC Principal/Interest	10,048.98	11,132.00	1,083.02	90,141.67	100,188.00	10,046.33	133,584.00	43,442.33	
Equipment /EPC Conslt Fee	0.00	11,250.00	11,250.00	3,050.00	101,250.00	98,200.00	135,000.00	131,950.00	J
TOTAL EXPENSES	693,052.21	493,984.06	(199,068.15)	6,075,568.17	4,812,904.75	(1,262,663.42)	6,555,319.00	479,750.83	
SURPLUS	(71,823.95)	68,521.77	140,345.72	(637,336.87)	249,647.75	886,984.62	194,751.00	832,087.87	

Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: Public Housing - AMP 4 Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
Rental Income	17,536.00	16,924.00	612.00	158,804.44	152,316.00	6,488.44	203,088.00	(44,283.56)
Operating	13,671.44	17,188.76	(3,517.32)	130,120.98	154,698.75	(24,577.77)	206,265.00	(76,144.02)
TOTAL INCOME	31,207.44	34,112.76	(2,905.32)	288,925.42	307,014.75	(18,089.33)	409,353.00	(120,427.58)
EXPENSES								
Operation/Office Expense	501.32	1,236.50	735.18	9,521.74	11,128.50	1,606.76	14,838.00	5,316.26
Admin Salaries/ Benefits	6,281.43	5,489.68	(791.75)	59,875.16	49,407.00	(10,468.16)	65,876.00	6,000.84
Mgmt Fees	4,609.50	4,207.08	(402.42)	40,655.79	37,863.75	(2,792.04)	50,485.00	9,829.21
Asset Mgmt Fee	0.00	0.00	0.00	6,000.00	6,000.00	0.00	6,000.00	0.00
Bookkeeping/Fee Accounting	375.00	356.25	(18.75)	3,307.50	3,206.25	(101.25)	4,275.00	967.50
Bad Debts/Credit/Bank Charges	60.50	338.50	278.00	959.52	3,046.50	2,086.98	4,062.00	3,102.48
Resident Services	395.31	0.00	(395.31)	2,572.43	0.00	(2,572.43)	0.00	(2,572.43)
Travel Training	0.00	25.00	25.00	65.00	225.00	160.00	300.00	235.00
Work Orders - Maint	6,919.59	9,420.34	2,500.75	96,971.70	84,783.00	(12,188.70)	113,044.00	16,072.30
Utilities	11,263.70	5,892.24	(5,371.46)	88,954.32	53,030.25	(35,924.07)	70,707.00	(18,247.32)
Pilot	0.00	1,129.33	1,129.33	6,321.80	10,164.00	3,842.20	13,552.00	7,230.20
Insurance	1,933.00	1,332.50	(600.50)	15,403.95	11,992.50	(3,411.45)	15,990.00	586.05
EPC Principle/Interest	1,320.18	1,518.00	197.82	11,861.03	13,662.00	1,800.97	18,216.00	6,354.97
TOTAL EXPENSES	33,659.53	30,945.42	(2,714.11)	342,469.94	284,508.75	(57,961.19)	377,345.00	34,875.06
SURPLUS	(2,452.09)	3,167.34	5,619.43	(53,544.52)	22,506.00	76,050.52	32,008.00	85,552.52

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Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: S8 Vouchers Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
Oper Sub -HAP	227,274.00	240,885.50	(13,611.50)	1,979,345.00	2,167,969.50	(188,624.50)	2,890,626.00	(911,281.00)
Oper Sub - Admin Fees	29,883.00	29,483.92	399.08	271,633.00	265,355.25	6,277.75	353,807.00	(82,174.00)
Int Earned on UNA	0.00	50.00	(50.00)	385.37	450.00	(64.63)	600.00	(214.63)
5430.000 Int.Earned on NRA	0.00	0.00	0.00	231.56	0.00	231.56	0.00	231.56
Oper Sub - FSS	0.00	626.92	(626.92)	0.70	5,642.25	(5,641.55)	7,523.00	(7,522.30)
Adm Ports- Portables	749.04	455.92	293.12	7,589.36	4,103.25	3,486.11	5,471.00	2,118.36
Collection	0.00	208.33	(208.33)	0.00	1,875.00	(1,875.00)	2,500.00	(2,500.00)
TOTAL INCOME	257,906.04	271,710.59	(13,804.55)	2,259,184.99	2,445,395.25	(186,210.26)	3,260,527.00	(1,001,342.01)
EXPENSES								
Operation/Office Expense	943.88	2,483.42	1,539.54	19,314.73	22,350.75	3,036.02	29,801.00	10,486.27
Admin Salaries/Benefits	18,503.43	18,977.17	473.74	190,805.18	170,794.50	(20,010.68)	227,726.00	36,920.82
Mgmt/Bookkeeping Fees	8,073.00	8,151.00	78.00	72,657.00	73,359.00	702.00	97,812.00	25,155.00
Legal	0.00	125.00	125.00	0.00	1,125.00	1,125.00	1,500.00	1,500.00
Travel & Training	0.00	333.33	333.33	1,918.77	3,000.00	1,081.23	4,000.00	2,081.23
Work Orders	0.00	1,299.83	1,299.83	551.46	11,698.50	11,147.04	15,598.00	15,046.54
Insurance	588.76	767.33	178.57	5,372.01	6,906.00	1,533.99	9,208.00	3,835.99
HAP Paid to Land Lords	221,446.00	240,885.50	19,439.50	1,944,840.00	2,167,969.50	223,129.50	2,890,626.00	945,786.00
HAP Dmgs/Unpd Rent	0.00	0.00	0.00	(2,705.00)	0.00	2,705.00	0.00	2,705.00
HAP Escrow FSS	2,163.00	2,000.00	(163.00)	16,017.00	18,000.00	1,983.00	24,000.00	7,983.00
Port Out HAP Expenses	1,742.00	1,800.00	58.00	16,844.00	16,200.00	(644.00)	21,600.00	4,756.00
Port In HAP Expense	12.00	0.00	(12.00)	(891.00)	0.00	891.00	0.00	891.00
HAP Admin Fees	226.76	0.00	(226.76)	1,618.74	0.00	(1,618.74)	0.00	(1,618.74)
TOTAL EXPENSES	253,698.83	276,822.58	23,123.75	2,266,342.89	2,491,403.25	225,060.36	3,321,871.00	1,055,528.11
SURPLUS	4,207.21	(5,111.99)	(9,319.20)	(7,157.90)	(46,008.00)	(38,850.10)	(61,344.00)	(54,186.10)

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Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: Mod Rehab I Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
Oper Sub - HAP	3,092.00	2,685.00	407.00	27,834.00	24,165.00	3,669.00	32,220.00	(4,386.00)
Oper Sub - Adm Fees	0.00	397.42	(397.42)	0.00	3,576.75	(3,576.75)	4,769.00	(4,769.00)
TOTAL INCOME	3,092.00	3,082.42	9.58	27,834.00	27,741.75	92.25	36,989.00	(9,155.00)
EXPENSES								
Operation/Office Expense	1.24	3.07	1.83	264.43	27.75	(236.68)	37.00	(227.43)
Admin Salaries/Benefits	47.42	21.91	(25.51)	365.89	197.25	(168.64)	263.00	(102.89)
Mgmt/Book Fees	97.50	92.92	(4.58)	880.50	836.25	(44.25)	1,115.00	234.50
Insurance	64.89	1.92	(62.97)	592.11	17.25	(574.86)	23.00	(569.11)
HAP Paid to Land Lords	2,501.00	2,685.00	184.00	23,490.00	24,165.00	675.00	32,220.00	8,730.00
TOTAL EXPENSES	2,712.05	2,804.82	92.77	25,592.93	25,243.50	(349.43)	33,658.00	8,065.07
SURPLUS	379.95	277.60	102.35	2,241.07	2,498.25	(257.18)	3,331.00	(1,089.93)

Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: Local Programs Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
Mgmt Fees	38,462.23	40,149.59	(1,687.36)	373,429.40	361,346.25	12,083.15	481,795.00	(108,365.60)
Interest Income	0.00	29.17	(29.17)	(104.79)	262.50	(367.29)	350.00	(454.79)
TOTAL INCOME	38,462.23	40,178.76	(1,716.53)	373,324.61	361,608.75	11,715.86	482,145.00	(108,820.39)
EXPENSES								
Operation/Office Expense	167.58	2,434.66	2,267.08	18,673.25	21,912.00	3,238.75	29,216.00	10,542.75
Admin Salaries/ Benefits	16,584.56	22,349.99	5,765.43	168,555.95	201,150.00	32,594.05	268,200.00	99,644.05
Mgmt/Book/Fee Acct Fees	17,634.84	13,509.01	(4,125.83)	163,410.96	121,581.00	(41,829.96)	162,108.00	(1,302.96)
Travel & Training	0.00	20.83	20.83	0.00	187.50	187.50	250.00	250.00
Insurance	314.95	361.66	46.71	2,873.70	3,255.00	381.30	4,340.00	1,466.30
TOTAL EXPENSES	34,701.93	38,676.15	3,974.22	353,513.86	348,085.50	(5,428.36)	464,114.00	110,600.14
SURPLUS	3,760.30	1,502.61	2,257.69	19,810.75	13,523.25	6,287.50	18,031.00	1,779.75

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Bangor Housing Authority
Operating Statement
Nine Months Ending 09/30/2022
Program: COCC Project: Consolidated

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
INCOME								
Asset/Mgmt/Book Fees	75,171.87	72,068.58	3,103.29	842,555.27	811,057.25	31,498.02	1,122,263.00	(279,707.73)
Fee for Service -Labor WO's	127,586.50	132,824.17	(5,237.67)	1,236,339.50	1,195,417.50	40,922.00	1,593,890.00	(357,550.50)
LHA Consult/Equip Rental	0.00	0.00	0.00	24,239.35	0.00	24,239.35	0.00	24,239.35
TOTAL INCOME	202,758.37	204,892.75	(2,134.38)	2,103,134.12	2,006,474.75	96,659.37	2,716,153.00	(613,018.88)
EXPENSES								
Operation/Office Expense	4,767.39	8,634.84	3,867.45	72,717.53	77,713.50	4,995.97	103,618.00	30,900.47
Admin/Maint Benefits	59,556.40	68,791.42	9,235.02	643,003.57	619,122.75	(23,880.82)	825,523.00	182,519.43
Legal	0.00	208.33	208.33	0.00	1,875.00	1,875.00	2,500.00	2,500.00
Travel & Training	2,089.80	3,333.33	1,243.53	10,826.45	30,000.00	19,173.55	40,000.00	29,173.55
Work Orders -Maint	80,309.47	91,330.15	11,020.68	815,393.83	821,971.50	6,577.67	1,095,962.00	280,568.17
Utilities	1,766.25	2,708.34	942.09	41,702.50	24,375.00	(17,327.50)	32,500.00	(9,202.50)
Insurance	6,880.32	7,417.00	536.68	61,456.86	66,753.00	5,296.14	89,004.00	27,547.14
Mortgage Principal/Interest	228.28	1,916.67	1,688.39	5,158.31	17,250.00	12,091.69	23,000.00	17,841.69
TOTAL EXPENSES	155,597.91	184,340.08	28,742.17	1,650,259.05	1,659,060.75	8,801.70	2,212,107.00	561,847.95
SURPLUS	47,160.46	20,552.67	26,607.79	452,875.07	347,414.00	105,461.07	504,046.00	(51,170.93)

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BANGOR HOUSING AUTHORITY

	Actual / Projected Units	HUD Funding <u>2022</u>	HAP Actual/ Projected <u>2022</u>	Monthly Under/(over) Funded	Cummulative Under/(over) Funded	PUC	HAP Equity Account
Jan-22	401	\$226,956.00	\$ 213,744.00	\$13,212.00	\$13,212.00	\$533.03	\$68,767.15
Feb-22	401	\$220,284.00	\$ 219,741.00	\$ 543.00	\$13,755.00	\$547.98	\$81,979.15
Mar-22	404	\$221,094.00	\$ 218,255.00	\$ 2,839.00	\$16,594.00	\$540.24	\$82,522.15
Apr-22	398	\$221,094.00	\$ 216,042.00	\$5,052.00	\$21,646.00	\$542.82	\$85,361.15
May-22	396	\$236,319.00	\$ 219,064.00	\$17,255.00	\$38,901.00	\$553.19	\$90,413.15
Jun-22	393	\$181,824.00	\$ 218,141.00	(\$36,317.00)	\$2,584.00	\$555.07	\$107,668.15
Jul-22	399	\$181,824.00	\$ 221,675.00	(\$39,851.00)	(\$37,267.00)	\$555.58	\$71,351.15
Aug-22	399	\$220,364.00	\$ 226,971.00	(\$6,607.00)	(\$43,874.00)	\$568.85	\$31,500.15
Sep-22	399	\$227,274.00	\$ 226,439.00	\$835.00	(\$43,039.00)	\$567.52	\$24,893.15
Oct-22	0	\$0.00	\$ -	\$0.00	(\$43,039.00)	#DIV/0!	\$25,728.15
Nov-22	0	\$0.00	\$ -	\$0.00	(\$43,039.00)	#DIV/0!	\$25,728.15
Dec-22	0	\$0.00	\$ -	\$0.00	(\$43,039.00)	#DIV/0!	\$25,728.15
	3590	<u>\$1,937,033.00</u>	\$ 1,980,072.00	(\$43,039.00)			

* Before interest income and Fraud Recovery

Baseline Units 4086

Over/Under Leases -496

HAP To Date \$ 1,980,072.00

Current PUC \$567.52

Beginning NRA Balance \$54,574.00
Cummulative Under(over) Funding (\$43,039.00)

Utilization

Dollars 102.22%
Units 87.86%

Half of Fraud/Interest
End of Month NRA \$11,535.00

HUD Retained HAP \$ (849.00)

Total HAP Reserves \$ 10,686.00

Hud Held Reserve 12/31/2021 \$ -
2021 Funding \$ 2,635,404.00
2021 HUD Disbursed (\$2,636,253.00)
2021 Ending Hud Held Reserves \$ (849.00)

2022 Funding \$1,937,033.00
2022 HUD Disbursed \$ (1,980,072.00)
2022 Ending Hud Held Reserves \$ (43,039.00)

Remianing 2022 Funding \$680,868.00
Amount per month \$ 226,956.00