

April 21, 2023

COMMISSIONERS:

Richard Laferte, Chair
Leah Gulliver, Vice Chair
Awa Conteh
Paul Chaiken

Christal Curtis
Katelyn Michaud
Sarah Loyd

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, April 26th at 12:00 PM** at 161 Davis Road in the Board Room.

MEETING AGENDA:

1. Welcome and Approval of Minutes
2. Management Report
3. Financial Report
4. Moving Families Forward Presentation – Liz Marsh
5. Old Business
 - a. Succession Plan
6. New Business
7. Open Forum
8. Adjourn

March 15th, 2023

Regular Meeting

Present: Commissioner Chaiken, Commissioner Gulliver, Executive Director, Mike Myatt, Director of Finance, Eric MacDonald,

By Remote: Commissioner Laferte, Commissioner Loyd, Director of Construction and Asset Management, Bob Rhodes, General Counsel, Joseph Bethony, Director of Property Management, Melissa Rhodes, Director of Maintenance, Jim Brochu, Director of Human Resources and Administration, Alexis Dunham

Absent: Commissioner Conteh, Commissioner Curtis, Commissioner Michaud, Director of Resident Services, Elizabeth Marsh, Director of Housing Choice Voucher, Donna Peirce

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

2. Review of Minutes- Commissioner Chaiken motioned to approve minutes. Commissioner Gulliver second the motion. Roll call: Commissioner Laferte- yes, Commissioner Chaiken- yes, Commissioner Loyd- yes, Commissioner Gulliver- yes

3. Management Report- Executive Director, Mike Myatt – Occupancy is strong across all properties. Our Property Insurance renewal has come in and was a bit higher than last year.

Mike attended a Bangor Chamber Breakfast where the topic was affordable housing in the region. Community leaders came together to address affordable housing and it's barriers right now. There will be a fund started called The Penobscot Housing Fund; this fund is to encourage investment in affordable housing from business leaders in our region. Mike continues on with tossing around the idea of issuing a bond to provide more funding for affordable housing. Mike also said that we need to start thinking outside of the box for funding to address housing in our region. He said it was a great meeting and hopes the conversation will continue.

NAHRO conference is next week in Washington, DC. Mike, along with board members will be meeting with Senator Collins and King.

Bangor Housing Development Corp (BHDC) would like to hire a fulltime development officer. Their board has approved this, but they do not have the ability to offer benefits for one person. BHDC is asking Bangor Housing Authority (BHA) to house this person and BHDC will reimburse BHA 100% of the cost to house this person. A contract will be executed between BHDC and BHA, once that is complete, it will be presented to BHA board members for approval.

4. Finance Report- Director of Finance, Eric MacDonald- Finance Committee did meet and those that attended said that they would like a bit more information so we have added a couple more columns to the PHA Web report; percentage of numbers in relation to the current budget and last years budget.

Utilities are still running high for all properties. COCC is moving in the right direction for what has been budgeted.

Operating Subsidy was due on March 8th. In this report we discovered that we have been not recouping EPC money or FSS escrow. Last years number 2.7 million and due to this discovery, this year's number will be 4.5 million. This is exciting news but unfortunately, we cannot go back and recoup any past money.

Section 8 utilization is at 103.85% and we are the closest we've been on units at 90%. Section 8 received more HAB payments than we budgeted. The Section 8 team is doing great leasing up. Mod Rehab is no longer and will become tenant-based vouchers.

5. Committee Reports-

6. Department Head Updates –

7. Old Business- Direct Congressional spending is 2 million. HUD agreement needs to be executed and signed by Mike Myatt. For good practice, although not needed, a roll call vote was conducted: Motion to do so, Commissioner Gulliver. Second, Commissioner Chaiken. Attending commissioners and remote commissioners were all in favor.

Commissioner Gulliver gave an update on the Boys & Girls Club of Bangor (BGCB). They are currently looking in fund raising opportunities such as partnering with local restaurants. They will also be participating in the Sidewalk Art Festival this year being held on July 8th. Due to the popularity of activities provided by BGCB last year, this year they will be looking for sponsors to help with the cost of materials.

8. New Business-

9. Open Forum-

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

Michael W. Myatt, Secretary

Executive Director's Report – April 2023

Public Housing

| <u>Project Name</u> | <u>Current Occupancy</u> | <u>Year to Date Occupancy</u> |
|---------------------|--------------------------|-------------------------------|
| Capehart | 98% | 98% |
| Griffin Park | 98% | 94% |
| Birch Circle | 100% | 100% |
| Nason Park | 98% | 98% |

Managed Properties (BHDC Owned)

| <u>Project Name</u> | <u>Current Occupancy</u> | <u>Year to Date Occupancy</u> |
|---------------------|--------------------------|-------------------------------|
| Autumn Park | 96% | 98% |
| Crestwood | 100% | 99% |
| Greenfield | 95% | 95% |
| The Lofts | 100% | 96% |
| Griffin Square | 98% | 199% |
| Ohio Street | 100% | 100% |

- 1. Property Insurance:** Our property and general liability policies has renewed with Philadelphia Insurance with an increase of just over 9%. We were happy with this increase.
- 2. Real Estate Development:** Cindy Witas, our new Director of Development, has been with us for a couple of weeks now. She has hit the ground running and spending most of her time working on the ARPA application for the City of Bangor for the creation of senior housing on Sunset Ave. She will also guide us through RAD and help with the creation of our new Opportunity Center.
- 3. NAHRO Conference:** The conference was a huge success and we had valuable time meeting with Senator King and Senator Collins.

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

Line Item:

A: Total Income: Revenue is down, May is the month HUD adjusts the Op sub to current year.

B: Operation/Off/ Exp: Due to SJ Rollins improving our infrastructure.

C: Admin Sal/Ben: Due to a posting issue with Bangor Payroll, also, five payrolls in March.

D: Work Orders /Maint: Due to React inspection coming up.

E: Utilities: Budget is based on a 12-month spread. I need to adjust the budget to reflect high and low months.

F: Pilot: We will get this posted and up to date.

G: Equip/EPC: Due to having the EPC consultant fee spread over a 12-month period. Also, equipment cost being less than budgeted.

AMP 4 Summary: Nason Park

H: Utilities: Budget is based on a 12-month spread. I need to adjust the budget to reflect high and low months.

HCV Summary: Housing Choice Voucher Program

I: Total Income: HUD gave us more HAP than we expected and budgeted, due to leasing up more people.

J: HAP Paid to LL: We are paying out more due to getting more HAP and more leased up.

Local Programs: Bangor Housing Development Corp (Management Company)

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

COCC Summary: Central Office Cost Center (Management Company)

K: Total Income: Due to fee for service work being lower than we budgeted.

L: Admin/Maint Ben: Due to having budgeted positions that have not been filled, and savings in benefits due to changing companies after the budget was approved.

M: Work Orders /Maint: Due to having Maintenance positions budgeted that have not been filled.

Bangor Housing Authority
Operating Statement
Three Months Ending 03/31/2023
Program: Public Housing - AMP 1 Project: Consolidated

| | Period Amount | Period Budget | Period Variance | % | Last Year's YTD Amount | YTD Amount | YTD Budget | YTD Variance | % |
|--------------------------|---------------------|-------------------|---------------------|-----------------|---------------------------|---------------------|---------------------|---------------------|-----------------|
| INCOME | | | | | | | | | |
| Rental Income | 213,415.98 | 218,198.42 | (4,782.44) | (2.24)% | 626,416.69 | 642,430.58 | 654,595.25 | (12,164.67) | (1.89)% |
| Operating | 386,932.36 | 423,415.32 | (36,482.97) | (9.43)% | 1,209,122.58 | 935,012.60 | 1,270,246.00 | (335,233.40) | (35.85)% |
| TOTAL INCOME | 600,348.34 | 641,613.74 | (41,265.40) | (6.87)% | 1,835,539.27 | 1,577,443.18 | 1,924,841.25 | (347,398.07) | (22.02)% |
| EXPENSES | | | | | | | | | |
| FSS/Families Forward | 1,881.25 | 2,818.00 | 936.75 | (49.79)% | 9,575.74 | 5,929.42 | 8,454.00 | (2,524.58) | (42.58)% |
| Operation/Office Expense | 29,249.97 | 29,948.33 | 698.36 | (2.39)% | 64,239.43 | 110,037.65 | 89,845.00 | 20,192.65 | 18.35% |
| Admin Salaries/Benefits | 141,729.57 | 97,233.98 | (44,495.57) | 31.39% | 295,038.45 | 326,275.53 | 291,702.00 | 34,573.53 | 10.60% |
| Mgmt Fees | 48,835.07 | 46,075.67 | (2,759.40) | 5.65% | 139,714.71 | 146,021.76 | 138,227.00 | 7,794.76 | 5.34% |
| Asset Mgmt Fee | 0.00 | 0.00 | 5,180.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Legal | 1,650.01 | 1,583.33 | (66.68) | 4.04% | 3,313.39 | 4,929.42 | 4,750.00 | 179.42 | 3.64% |
| Bookkeeping/Fee Account | 3,772.50 | 3,676.33 | (96.17) | 2.55% | 11,317.50 | 11,280.00 | 11,029.00 | 251.00 | 2.23% |
| Bad Debts/Credit/Bank Ch | 2,504.22 | 452.08 | 2,134.20 | (85.22)% | 7,361.91 | 7,306.86 | 1,356.25 | 5,950.61 | 81.44% |
| Resident Services | 65,368.69 | 54,836.66 | (10,532.02) | 16.11% | 157,407.98 | 168,870.15 | 164,510.00 | 4,360.15 | 2.58% |
| Travel & Training | 10,148.66 | 3,916.67 | (6,231.99) | 61.41% | 5,552.79 | 18,279.23 | 11,750.00 | 6,529.23 | 35.72% |
| Work Orders - Maint | 236,403.72 | 152,648.00 | (83,755.72) | 35.43% | 771,367.22 | 566,688.19 | 457,944.00 | 108,744.19 | 19.19% |
| Utilities | 248,093.87 | 152,911.41 | (95,182.45) | 38.37% | 653,006.63 | 663,721.96 | 458,734.25 | 204,987.71 | 30.88% |
| Pilot | (2,885.23) | 7,831.33 | 10,716.56 | 371.43% | 34,350.99 | 869.51 | 23,494.00 | (22,624.49) | (2601.98)% |
| Insurance | 27,659.49 | 23,662.00 | (3,997.49) | 14.45% | 70,827.90 | 82,978.47 | 70,986.00 | 11,992.47 | 14.45% |
| FSS-Escrow Deposits | 15,775.25 | 16,929.50 | 1,154.25 | (7.32)% | 48,748.00 | 47,129.25 | 50,788.50 | (3,659.25) | (7.76)% |
| EPC Principal/Interest | 8,831.53 | 11,132.00 | 2,300.47 | (26.05)% | 29,994.16 | 28,592.90 | 33,396.00 | (4,803.10) | (16.80)% |
| Equipment /EPC Consit Fe | 1,800.00 | 11,250.09 | 9,450.08 | (525.00)% | 2,550.00 | 7,300.00 | 33,750.25 | (26,450.25) | (362.33)% |
| TOTAL EXPENSES | 840,818.57 | 616,905.38 | (223,913.19) | (36.30)% | 2,304,366.80 | 2,196,210.30 | 1,850,716.25 | 345,494.05 | 15.73% |
| SURPLUS | (240,470.23) | 24,708.36 | 265,178.59 | 1073.23% | (468,827.53) | (618,767.12) | 74,125.00 | (692,892.12) | 111.98% |

A

B

C

D

E

F

G

Bangor Housing Authority
Operating Statement
Three Months Ending 03/31/2023
Program: Public Housing - AMP 4 Project: Consolidated

| | Period Amount | Period Budget | Period Variance | % | Last Year's YTD Amount | YTD Amount | YTD Budget | YTD Variance | % |
|--------------------------|-------------------|------------------|--------------------|-------------------|---------------------------|--------------------|-------------------|--------------------|-----------------|
| INCOME | | | | | | | | | |
| Rental Income | 18,322.00 | 17,636.42 | 685.58 | 3.74% | 53,097.44 | 54,143.50 | 52,909.25 | 1,234.25 | 2.28% |
| Operating | 17,362.33 | 19,544.42 | (2,182.09) | (12.57)% | 47,272.63 | 42,415.76 | 58,633.25 | (16,217.49) | (38.23)% |
| TOTAL INCOME | 35,684.33 | 37,180.84 | (1,496.51) | (4.19)% | 100,370.07 | 96,559.26 | 111,542.50 | (14,983.24) | (15.52)% |
| EXPENSES | | | | | | | | | |
| Operation/Office Expense | 1,576.14 | 1,531.67 | (44.47) | 2.82% | 3,750.13 | 5,951.66 | 4,595.00 | 1,356.66 | 22.79% |
| Admin Salaries/ Benefits | 8,672.59 | 7,758.25 | (914.34) | 10.54% | 19,440.73 | 20,866.21 | 23,274.75 | (2,408.54) | (11.54)% |
| Mgmt Fees | 4,834.50 | 4,465.00 | (369.50) | 7.64% | 13,275.36 | 14,310.12 | 13,395.00 | 915.12 | 6.39% |
| Asset Mgmt Fee | 0.00 | 500.00 | 500.00 | 0.00% | 0.00 | 0.00 | 1,500.00 | (1,500.00) | 0.00% |
| Bookkeeping/Fee Accounti | 375.00 | 356.25 | (18.75) | 5.00% | 1,080.00 | 1,110.00 | 1,068.75 | 41.25 | 3.72% |
| Bad Debts/Credit/Bank Ch | 113.63 | 352.75 | 239.12 | (210.44)% | 282.82 | 363.53 | 1,058.25 | (694.72) | (191.10)% |
| Resident Services | 332.66 | 0.00 | (332.66) | 100.00% | 1,020.31 | 869.11 | 0.00 | 869.11 | 100.00% |
| Travel Training | 0.00 | 25.00 | 25.00 | 0.00% | 6.18 | 0.00 | 75.00 | (75.00) | 0.00% |
| Work Orders - Maint | 6,372.56 | 10,636.53 | 4,263.94 | (66.91)% | 50,675.45 | 29,635.94 | 31,909.50 | (2,273.56) | (7.67)% |
| Utilities | 20,076.29 | 8,297.25 | (11,779.04) | 58.67% | 49,129.61 | 54,973.94 | 24,891.75 | 30,082.19 | 54.72% |
| Pilot | (198.23) | 973.00 | 1,171.23 | 590.84% | 380.78 | (87.60) | 2,919.00 | (3,006.60) | 3432.19% |
| Insurance | 1,868.83 | 1,187.83 | (681.00) | 36.44% | 3,805.95 | 5,606.49 | 3,563.50 | 2,042.99 | 36.44% |
| EPC Principle/Interest | 1,161.47 | 1,518.00 | 356.53 | (30.70)% | 3,944.43 | 3,751.80 | 4,554.00 | (802.20) | (21.38)% |
| TOTAL EXPENSES | 45,185.44 | 37,601.53 | (7,583.91) | (20.17)% | 146,791.75 | 137,351.20 | 112,804.50 | 24,546.70 | 17.87% |
| SURPLUS | (9,501.11) | (420.69) | 9,080.42 | (2158.46)% | (46,421.68) | (40,791.94) | (1,262.00) | (39,529.94) | 96.91% |

Bangor Housing Authority
Operating Statement
Three Months Ending 03/31/2023
Program: S8 Vouchers Project: Consolidated

| | Period | Period | Period | % | Last Year's | YTD | YTD | YTD | % |
|--------------------------|--------------------|-------------------|--------------------|-------------------|--------------------|--------------------|-------------------|--------------------|---------------|
| | Amount | Budget | Variance | | YTD Amount | Amount | Budget | Variance | |
| INCOME | | | | | | | | | |
| Oper Sub -HAP | 232,511.00 | 219,008.92 | 13,502.08 | 5.81% | 668,334.00 | 695,533.00 | 657,026.75 | 38,506.25 | 5.54% |
| Oper Sub - Admin Fees | 30,820.00 | 30,218.75 | 601.25 | 1.95% | 94,189.00 | 96,397.00 | 90,656.25 | 5,740.75 | 5.96% |
| Int Earned on UNA | 0.00 | 42.92 | (42.92) | 0.00% | 137.67 | 1,058.49 | 128.75 | 929.74 | 87.84% |
| Oper Sub - FSS | 0.00 | 626.92 | (626.92) | 0.00% | 0.00 | 0.00 | 1,880.75 | (1,880.75) | 0.00% |
| Adm Ports- Portables | 260.33 | 855.00 | (594.67) | (228.43)% | 2,154.99 | 780.99 | 2,565.00 | (1,784.01) | (228.43)% |
| Collection | 0.00 | 208.33 | (208.33) | 0.00% | 0.00 | 0.00 | 625.00 | (625.00) | 0.00% |
| TOTAL INCOME | 263,591.33 | 250,960.84 | 12,630.49 | 4.79% | 764,815.66 | 793,769.48 | 752,882.50 | 40,886.98 | 5.15% |
| EXPENSES | | | | | | | | | |
| Operation/Office Expense | 3,579.32 | 2,680.83 | (898.49) | 25.10% | 9,394.32 | 11,684.59 | 8,042.50 | 3,642.09 | 31.17% |
| Admin Salaries/Benefits | 30,026.32 | 20,727.32 | (9,298.99) | 30.97% | 60,842.00 | 69,522.75 | 62,182.00 | 7,340.75 | 10.56% |
| Mgmt/Bookkeeping Fees | 8,073.00 | 8,151.00 | 78.00 | (0.97)% | 24,219.00 | 24,219.00 | 24,453.00 | (234.00) | (0.97)% |
| Legal | 0.00 | 125.00 | 125.00 | 0.00% | 0.00 | 0.00 | 375.00 | (375.00) | 0.00% |
| Travel & Training | 2,269.34 | 333.33 | (1,936.01) | 85.31% | 1,022.24 | 3,294.34 | 1,000.00 | 2,294.34 | 69.64% |
| Work Orders | 2,571.98 | 1,398.58 | (1,173.40) | 45.62% | 390.00 | 2,684.33 | 4,195.75 | (1,511.42) | (56.31)% |
| Insurance | 526.76 | 547.25 | 20.49 | (3.89)% | 1,839.45 | 1,580.28 | 1,641.75 | (61.47) | (3.89)% |
| HAP Paid to Land Lords | 250,766.00 | 219,008.92 | (31,757.08) | 12.66% | 642,531.00 | 724,631.00 | 657,026.75 | 67,604.25 | 9.33% |
| HAP Dmgs/Unpd Rent | 0.00 | 0.00 | 0.00 | 0.00% | (2,705.00) | (7,452.00) | 0.00 | (7,452.00) | 100.00% |
| HAP Escrow FSS | 1,459.00 | 0.00 | (1,459.00) | 100.00% | 4,833.00 | 4,341.00 | 0.00 | 4,341.00 | 100.00% |
| Port Out HAP Expenses | 2,365.00 | 0.00 | (2,365.00) | 100.00% | 5,809.00 | 6,750.00 | 0.00 | 6,750.00 | 100.00% |
| Port In HAP Expense | 0.00 | 0.00 | 0.00 | 0.00% | (217.00) | (166.00) | 0.00 | (166.00) | 100.00% |
| HAP Admin Fees | 283.45 | 0.00 | (283.45) | 100.00% | 448.74 | 793.66 | 0.00 | 793.66 | 100.00% |
| TOTAL EXPENSES | 301,920.17 | 252,972.23 | (48,947.94) | (19.35)% | 748,406.75 | 841,882.95 | 758,916.75 | 82,966.20 | 9.85% |
| SURPLUS | (38,328.84) | (2,011.39) | 36,317.45 | (1805.59)% | 16,408.91 | (48,113.47) | (6,034.25) | (42,079.22) | 87.46% |

Bangor Housing Authority
Operating Statement
Three Months Ending 03/31/2023
Program: Local Programs Project: Consolidated

| | Period | Period | Period | % | Last Year's | YTD | YTD | YTD | % |
|--------------------------|------------------|------------------|-------------------|-----------------|--------------------|-------------------|-------------------|-----------------|-----------------|
| | Amount | Budget | Variance | | YTD Amount | Amount | Budget | Variance | |
| INCOME | | | | | | | | | |
| Mgmt Fees | 52,495.86 | 43,457.51 | 9,038.36 | 17.22% | 120,117.19 | 131,793.92 | 130,372.50 | 1,421.42 | 1.08% |
| Interest Income | 0.00 | 29.17 | (29.17) | 0.00% | (121.30) | 184.65 | 87.50 | 97.15 | 52.61% |
| TOTAL INCOME | 52,495.86 | 43,486.68 | 9,009.18 | 17.16% | 119,995.89 | 131,978.57 | 130,460.00 | 1,518.57 | 1.15% |
| EXPENSES | | | | | | | | | |
| Operation/Office Expense | 8,318.91 | 2,568.09 | (5,750.83) | 69.13% | 9,353.12 | 17,179.64 | 7,704.25 | 9,475.39 | 55.15% |
| Admin Salaries/ Benefits | 23,765.89 | 22,775.25 | (990.64) | 4.17% | 50,260.86 | 55,722.92 | 68,325.75 | (12,602.83) | (22.62)% |
| Mgmt/Book/Fee Acct Fees | 19,111.92 | 16,540.93 | (2,571.00) | 13.45% | 53,311.44 | 54,984.12 | 49,622.75 | 5,361.37 | 9.75% |
| Travel & Training | 0.00 | 20.83 | 20.83 | 0.00% | 0.00 | 0.00 | 62.50 | (62.50) | 0.00% |
| Insurance | 281.79 | 287.50 | 5.71 | (2.03)% | 984.00 | 845.37 | 862.50 | (17.13) | (2.03)% |
| TOTAL EXPENSES | 51,478.51 | 42,192.60 | (9,285.91) | (22.01)% | 113,909.42 | 128,732.05 | 126,577.75 | 2,154.30 | 1.67% |
| SURPLUS | 1,017.35 | 1,294.08 | (276.73) | (27.20)% | 6,086.47 | 3,246.52 | 3,882.25 | (635.73) | (19.58)% |

Bangor Housing Authority
Operating Statement
Three Months Ending 03/31/2023
Program: COCC Project: Consolidated

| | Period | Period | Period | % | Last Year's | YTD | YTD | YTD | % |
|-----------------------------|-------------------|-------------------|------------------|---------------|--------------------|-------------------|-------------------|---------------------|-----------------|
| | Amount | Budget | Variance | | YTD Amount | Amount | Budget | Variance | |
| INCOME | | | | | | | | | |
| Asset/Mgmt/Book Fees | 78,158.82 | 81,479.00 | (24,833.51) | (31.77)% | 226,412.82 | 233,747.13 | 244,437.00 | (10,689.87) | (4.57)% |
| Fee for Service -Labor WO | 157,693.75 | 146,865.00 | 10,828.75 | 6.87% | 394,835.00 | 418,309.00 | 440,595.00 | (22,286.00) | (5.33)% |
| LHA Consult/Equip Rental | 1,850.00 | 0.00 | 1,850.00 | 100.00% | 6,796.76 | 7,221.92 | 0.00 | 7,221.92 | 100.00% |
| TOTAL INCOME | 237,702.57 | 228,344.00 | 9,358.57 | 3.94% | 628,044.58 | 659,278.05 | 685,032.00 | (25,753.95) | (3.91)% |
| EXPENSES | | | | | | | | | |
| Operation/Office Expense | 10,916.36 | 12,957.67 | 2,041.31 | (18.70)% | 24,019.55 | 40,110.53 | 38,873.00 | 1,237.53 | 3.09% |
| Admin/Maint Benefits | 86,559.60 | 94,910.09 | 8,350.48 | (9.65)% | 195,939.31 | 185,081.74 | 284,730.25 | (99,648.51) | (53.84)% |
| Legal | 0.00 | 208.33 | 208.33 | 0.00% | 0.00 | 0.00 | 625.00 | (625.00) | 0.00% |
| Travel & Training | 4,309.68 | 4,497.67 | 187.99 | (4.36)% | 3,444.94 | 17,454.80 | 13,493.00 | 3,961.80 | 22.70% |
| Work Orders -Maint | 109,688.26 | 104,868.43 | (4,819.84) | 4.39% | 249,547.31 | 290,846.03 | 314,605.25 | (23,759.22) | (8.17)% |
| Utilities | 3,590.40 | 2,875.01 | (715.40) | 19.93% | 27,659.54 | 17,489.81 | 8,625.00 | 8,864.81 | 50.69% |
| Insurance | 6,440.49 | 7,004.17 | 563.68 | (8.75)% | 20,174.94 | 19,321.47 | 21,012.50 | (1,691.03) | (8.75)% |
| Mortgage Principal/Interest | 210.62 | 616.25 | 405.63 | (192.59)% | 2,562.17 | 772.25 | 1,848.75 | (1,076.50) | (139.40)% |
| TOTAL EXPENSES | 221,715.41 | 227,937.62 | 6,222.21 | 2.73% | 523,347.76 | 571,076.63 | 683,812.75 | (112,736.12) | (19.74)% |
| SURPLUS | 15,987.16 | 406.38 | 15,580.78 | 97.46% | 104,696.82 | 88,201.42 | 1,219.25 | 86,982.17 | 98.62% |

BANGOR HOUSING AUTHORITY

| | Actual / Projected Units | HUD Funding 2023 | HAP Actual/ Projected 2023 | Monthly Under/(over) Funded | Cummulative Under/(over) Funded | PUC | HAP Equity Account |
|--------|--------------------------------|---------------------|-------------------------------------|-----------------------------------|---------------------------------------|----------|-----------------------|
| Jan-23 | 407 | \$231,511.00 | \$ 234,157.00 | (\$2,646.00) | (\$2,646.00) | \$575.32 | \$68,767.15 |
| Feb-23 | 410 | \$231,511.00 | \$ 246,673.00 | \$ (15,162.00) | (\$17,808.00) | \$601.64 | \$66,121.15 |
| Mar-23 | 415 | \$232,511.00 | \$ 254,719.00 | \$ (22,208.00) | (\$40,016.00) | \$613.78 | \$50,959.15 |
| Apr-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| May-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Jun-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Jul-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Aug-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Sep-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Oct-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Nov-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| Dec-23 | 0 | \$0.00 | \$ - | \$0.00 | (\$40,016.00) | #DIV/0! | \$28,751.15 |
| | <u>1232</u> | <u>\$695,533.00</u> | <u>\$ 735,549.00</u> | <u>(\$40,016.00)</u> | | | |

* Before interest income and Fraud Recovery

Baseline Units 1377

Over/Under Leases -145

| | | | |
|---------------------------------|------------------------|--------------------|-----------------|
| HAP To Date | <u>\$ 735,549.00</u> | Current PUC | <u>\$613.78</u> |
| Beginning NRA Balance | \$198,758.00 | Utilization | |
| Cummulative Under(over) Funding | (\$40,016.00) | Dollars | 105.75% |
| Half of Fraud/Interest | | Units | 89.47% |
| End of Month NRA | <u>\$158,742.00</u> | | |
| HUD Retained HAP | <u>\$ (106,102.00)</u> | | |
| Total HAP Reserves | <u>\$ 52,640.00</u> | | |
| Hud Held Reserve 12/31/2021 | \$ - | | |
| 2021 Funding | \$ 2,558,151.00 | | |
| 2021 HUD Disbursed | (\$2,664,253.00) | | |
| 2021 Ending Huld Held Reseres | <u>\$ (106,102.00)</u> | | |
| 2023 Funding | \$695,533.00 | | |
| 2023 HUD Disbursed | \$ (735,549.00) | | |
| 2023 Ending Huld Held Reseres | <u>\$ (40,016.00)</u> | | |
| Remianing 2023 Funding | <u>\$2,083,599.00</u> | | |
| Amount per month | <u>\$ 231,511.00</u> | | |

Staffing Agreement

This Staffing Agreement (“Agreement”) is made as of this ____ day of April, 2023, by and between the Housing Authority of the City of Bangor, a public body corporate and politic, located and operating in Bangor, Maine (“BHA”); and the Bangor Housing Development Corporation, a Maine non-profit corporation with a place of business in Bangor, Maine (“BHDC”).

Whereas, BHDC desires to expand its offerings of affordable housing in and around the Bangor area; and

Whereas, BHDC currently has no employees and would have difficulty offering an attractive package to prospective employees; and

Whereas, BHA has hired a Director of Development tasked with, among other things, expanding affordable housing in and around the Bangor area on behalf of BHA , BHDC, and their respective affiliates; and

Whereas, BHDC desires to have the Director of Development perform tasks to and for its benefit.

Now Therefore, BHDC and BHA, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged do mutually agree as follows:

1. **Assigned Employee.** BHA agrees to make available to BHDC the individual listed in the attached **Exhibit A** (the “Assigned Employee”), to perform for BHDC the tasks set forth in the job description attached hereto as **Exhibit B**. The Parties agree and acknowledge that Assigned Employee shall primarily perform work for BHDC.

The Parties also agree and acknowledge that the Assigned Employee will be supervised by and receive direction from BHA’s Executive Director. Moreover, the Parties agree and acknowledge that nothing contained herein shall limit BHA from assigning Assigned Employee to perform tasks to and for the benefit of BHA or its affiliates.

2. **Duration of Employment.** The employment of an Assigned Employee shall be subject to the terms of this Agreement for as long as that individual remains an Assigned Employee. If the Assigned Employee ceases to be employed by BHA or their job assignment changes (i.e., they are no longer assigned to primarily perform work for BHDC), that individual shall no longer be considered an Assigned Employee.

3. **BHA’s Duties and Responsibilities.** While the terms of this Agreement are in effect and subject to this Agreement, BHA will:

- a. Upon the recommendation of BHDC, hire and provide Assigned Employee to perform work primarily for the benefit of BHDC;
- b. Pay Assigned Employee's wages at rates recommended by BHDC and approved by BHA in accordance with national and local comparable rates for the industry and provide them with the benefits offered by BHA;
- c. Pay bonuses to Assigned Employee in amounts requested by BHDC and approved by BHA;
- d. Assume full responsibility for payroll taxes, unemployment and worker's compensation insurance;
- e. Offer health insurance, retirement benefits, and other fringe benefits to Assigned Employee as it would to similarly situated BHA employees;
- f. Require Assigned Employees to sign an acknowledgement that they:
 - i. Agree to be bound by the BHA Employee Handbook ("Handbook") and any personnel handbook issued by BHDC; and
 - ii. Are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by BHDC;
- g. Upon the recommendation of the BHDC Board of Directors, and in accordance with the Handbook, discipline, replace, or terminate the employment of an Assigned Employee, and designate the date of separation from employment;
- h. With the approval of BHDC, temporarily reassign Assigned Employee to perform other work;
- i. Maintain all personnel records of Assigned Employees; and
- j. Perform criminal and other necessary background and/or qualification checks prior to hiring an individual who will be an Assigned Employees.
- k. Provide reasonable accommodation to qualified individuals with disabilities who are Assigned Employees or applicants for employment, unless doing so would cause undue hardship;

- l. Refrain from discrimination against any person because of their race, color, sex, sexual orientation, physical or mental disability, religion, ancestry, national origin, age, or any other category protected by federal, state, or local law, regulation, or ordinance;
- m. Comply with all federal, state, and local, laws, regulations, and/or ordinances regarding employee and workplace health and safety; and
- n. Undertake other duties and responsibilities as it would for its other employees.

4. **BHDC's Duties and Responsibilities.** While the terms of this Agreement are in effect and subject to this Agreement, BHDC will:

- a. Recruit, interview, and recommend to BHA the hiring of Assigned Employee;
- b. Determine the duties and direction of Assigned Employees;
- c. From time-to-time, determine and adjust the proposed rate of pay for Assigned Employees and recommend the payment of that rate to BHA;
- d. Provide BHA with such reports and other information relating to services and operations of BHDC as may be required by BHA;
- e. Secure and maintain liability insurance coverage naming BHA as an additional insured. Following the execution of this Agreement, and upon the request of BHA, BHDC shall furnish to BHA certificates of insurance issued by BHDC's insurer evidencing such liability insurance coverage. BHDC shall immediately inform BHA in writing in the event BHDC's insurance coverage is canceled. If such insurance is on a claims-made basis, BHDC shall obtain "tail coverage" upon termination of the Agreement.

5. **At Will.** The Parties agree and acknowledge that the employment of Assigned Employee is at-will, subject to the terms and conditions set forth in the Handbook, and that nothing contained herein contains a promise of future employment.

6. **Payment Terms.** BHDC will reimburse BHA for the actual cost of Assigned Employee, including but not limited to any amounts paid by BHA to or on behalf of Assigned Employee pursuant to Section 3.b, 3.c, 3.d, 3.e of this Agreement. The Parties understand and acknowledge that the actual cost for Assigned Employee may be adjusted from time-to-time based on adjustments to BHA's actual costs for the Assigned Employees.

7. **Invoice.** BHA will provide monthly invoices to BHDC for the amounts owed by BHDC under Section 6 of this Agreement. These monthly invoices shall also include a fee of \$150.00 for BHA to provide human resource and payroll services to BHDC, including but not limited to the processing of payroll and keeping and maintaining personnel files for Assigned Employee. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by Assigned Employee. BHDC's signature or other agreed method of approval of the work time submitted for Assigned Employee certifies that the documented hours are correct and authorizes BHA to bill BHDC for those hours. If a portion of any invoice is disputed, BHDC will pay the undisputed portion.

8. **Independent Contractor Status.** BHA and BHDC expressly acknowledge that BHDC is an independent contractor and not an employee or agent of BHA, nor the employer of BHA's non-assigned employees. The Parties mutually agree that the relationship of the Parties hereto shall not be construed as a joint venture or partnership. BHA is and will remain the sole employer of its non-assigned employees.

9. **Cooperation.** The Parties agree to cooperate fully and to provide assistance to the other in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

10. **Termination.** Any Party may terminate this Agreement at any time by providing written notice to the other Party at least thirty (30) days prior to the effective date of the termination, unless the Parties agree to another date. Following termination of this Agreement, BHDC shall remain obligated to pay to BHA all amounts owed by it for amounts paid by BHA under this Agreement through the effective date of termination.

11. **Indemnification and Limitation of Liability.**

a. BHA shall indemnify and hold harmless BHDC, its agents, employees, officers, and directors from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses, and attorneys' fees, of whatever nature, arising from a breach of BHA's obligations under this Agreement, except where caused by the negligence, misconduct, or wrongful act of BHDC.

b. BHDC shall indemnify and hold harmless BHA, its agents, employees, officers, and directors from and against any and all losses, liabilities, claims, demands, damages, injuries, costs and expenses, and attorneys' fees, of whatever nature, arising from a breach of BHDC's obligations under this Agreement, or any act or omission by an Assigned Employee in performing work for or on behalf of BHDC under this Agreement, except where caused by the sole negligence or misconduct of BHA.

12. **Limitation of Liability.** Neither Party shall be liable for or be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such Party has been advised of the possibility of such damages.

13. **Extension.** Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

14. **Amendment.** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the Parties.

15. **Severability.** If any provision of this Agreement is found by a court to be invalid or unenforceable, the remaining provisions shall remain in force and the court shall reform those provisions at issue to the extent necessary to render any such provisions valid and enforceable.

16. **Integrated Agreement.** This Agreement and the exhibit attached hereto constitute the entire understanding of the Parties with respect to its subject matter hereof and supersede any prior oral or written understandings.

17. **Successors.** The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.

18. **Waiver.** The failure of a Party to enforce any provision of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

19. **Assignment.** BHDC will not transfer or assign this Agreement without BHA's prior written consent.

20. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Maine, without reference to any conflicts of law principles thereof.

21. **Notice.** All notices shall be given in writing, and shall be hand delivered or sent by registered or certified mail, return receipt requested, and shall be addressed to:

To BHDC: Michael Myatt
161 Davis Road

Bangor, Maine 04412

To BHA: Michael Myatt, Executive Director
Housing Authority of the City of Bangor
161 Davis Road
Bangor, Maine 04401

22. **Counsel; Board Approval.** BHDC and BHA each acknowledge that they have had a reasonable opportunity to consult with their own independently-selected legal counsel concerning the meaning and terms of this Agreement and the consequences of entering into it. Each represents and warrants that it is entering into this Agreement of its own free will, based on its own business judgment, with the approval of their respective Board of Directors or Board of Commissioners, and neither is relying on any representations or warranties by any party except as expressly set forth in this Agreement.

23. **Signature.** The Parties agree that this Agreement may be electronically signed. The Parties Agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability, and/or admissibility.

24. **Effective Date.** This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it, as indicated by the date stated under that Party's signature, will be deemed the date of this Agreement.

Bangor Housing Development Corporation **Housing Authority of the City of Bangor**

Michael Myatt
Secretary/Treasurer

Michael Myatt
Executive Director