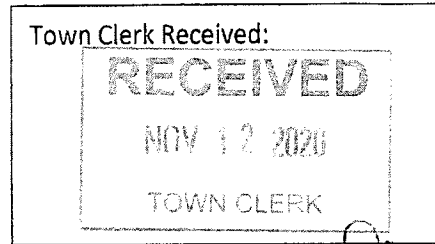




Lunenburg Housing Authority

C/O Leominster Housing Authority, Managing Agent
100 Main Street
Leominster, Massachusetts 01453-5599
(978) 537-5300 Fax: (978) 534-5335



NOTICE OF REGULAR MEETING

Submitted by: Benjamin Gold, Executive Director 11/12/2020

The Lunenburg Housing Authority will meet virtually on Thursday, November 19th at 6:30 pm. Due to social distancing guidelines related to the COVID-19 state of emergency, this meeting will be held remotely, not at the Lunenburg Housing Authority's 131 White Street offices. The public is invited call in to the meeting via phone. To do so, call the conference line at **1-866-899-4679** and enter the **Access Code 601-966-677** followed by the # sign. The meeting will start promptly at 6:30 pm. The Board Chair will conduct the meeting and all discussion will be strictly limited to matters on the agenda. Participants will be instructed on the appropriate time and manner for public comment during the meeting.

ITEMS TO BE DISCUSSED

1. **Meeting Called to Order**
 - a. Roll Call
 - b. Approval of Regular Minutes October 29, 2020
 - c. Opportunity for Public Comments
2. **Executive Director Report**
 - a. COVID-19 Update
 - b. Management Agreements
3. **Financials**
 - a. Approval of Financial Report for October 2020
4. **Administration**
 - a. Modernization/Work Order Report
 - b. State-Aided Housing Report
5. **Unfinished Business** - None
6. **New Business**
 - a. Resolution 202014 – Approval of DHCD CFA Amendment #9
7. **Other Correspondence**
DHCD Public Housing Notices 2020-33 to 2020-36
8. **Resident Participation** – None Requested
9. **Board Commissioners' Comments**
10. **Motion to Adjourn** – Next meeting scheduled for December 17, 2020

**LUNENBURG HOUSING AUTHORITY
MINUTES OF THE REGULAR MEETING**

131 White Street, Lunenburg, MA (virtual meeting held)

October 29, 2020

Members Present: Linda McDonald, Chair
Deborah A.H. Christen, Member
Jon Hogue, Member

Members Absent: Karin Menard, Vice Chair

Also Present: Benjamin Gold, Executive Director
Adam Gautie, Assistant Executive Director
Denise Ivaldi, Recording Secretary

1. Meeting called to order:

a. Chair Linda McDonald asked for a roll call of members present: Deborah Christen-present, Jon Hogue-present, Linda McDonald-present, Karin Menard-absent. Also present were Benjamin Gold, Executive Director; Adam Gautie, Assistant Executive Director, Sue Honeycutt/Fenton & Ewald and Denise Ivaldi, Administrative Assistant. The Chair declared a quorum present and opened the meeting at 6:30 p.m.

b. The minutes of the September 24, 2020 meeting were presented. Deborah Christen made a motion to approve the minutes; Jon Hogue seconded. Jon Hogue-aye, Deborah Christen-aye, Linda McDonald-aye; all were in favor and minutes were accepted and approved.

c. Opportunity for Public Comment: For the record there were no individuals calling in.

2. The Executive Director Report – Ben Gold

a. COVID-19 Update – We are still social distancing, wearing masks and sanitizing the facility as numbers creep back up in Massachusetts.

b. Board Member Recruitment – If you know anyone in town who may be interested, please let us know.

c. Management Agreements – We are looking into other housing authorities that may want to be managed, we had two interviews last week with Clinton and Templeton. It went pretty well and both have called us back for a second interview. We are giving other housing authorities an option besides having an Executive Director. Will keep the Board posted on this.

d. Ben appointed to the NERC/NAHRO Board of Directors to fill a seat until June 2021.

3. **Financial Report** – September 2020

Sue Honeycutt is here to review the financial report with the Board and if acceptable she will present the budget revision as well (our one resolution for tonight).

- a. Page F3 – Operating Statement, shelter rent is up from what was budgeted by \$20,813 causing subsidy to be under budget by \$25,688; utilities under budget as well adding to this. Everything else looks really good. Net income before non-routine, we are making \$44,424. Bottom line we are still at a positive of \$8,213.
- b. Page F4 – Healthy reserves at 70.67%.

Brief discussion on staff salary and where that would show on the financial report. There is no administrative staff because Leominster manages Lunenburg. We do have maintenance staff under Line Item 4410 Maintenance Labor. The management fee is under Line Item 4190.1 Total Administrative Expenses; this is in lieu of an Executive Director salary.

Resolution 202013 – Approval and Submittal of FY20 Budget Revision 1 to DHCD.

Sue Honeycutt presented the budget revision. A budget revision was needed to add some Cares Act Funding (COVID funding from the State). In order to earn that money, we have to put it in subsidy as an exemption. The amount that we have received was \$17,615. In the revision we added to the subsidy the \$17,615 and we also added a total expense in extraordinary maintenance to equal that. We have until December 31st to spend it unless they decided to extend it.

Linda McDonald moved to approve the FY 20 Budget Revision 1 as presented for submittal to DHCD as well as the September 30, 2020 financial report. Jon Hogue seconded.

Deborah Christen-aye, Jon Hogue-aye, Linda McDonald-aye 3 in favor 0 opposed

4. **Administration:**

a. **Modernization/Work Order Report** – Adam Gautie:

Septic System Replacement (Fish #162031) – Construction documents approved by DHCD. Will go out to bid during the winter; installation in the spring.

FY2020 Health & Safety Exterior Lighting (Fish #162034) – Project is complete.

Work Order Report – 65 routine work orders received, 46 completed; 12 emergency work orders, all completed. The 19 open routine work orders are due to inspections beginning again after a delay with COVID. There are no concerns.

b. **State-Aided Housing Report** – Ben Gold:

We received 17 standard applications in September. We have 899 elderly and 2,129 families on the waiting list. There were no lease-ups and no vacancies in September. We are currently at 100% occupancy and doing very well.

5. **Unfinished Business** – None.

6. **New Business**:

Resolution 202013 Approval and Submittal of FY 20 Budget Revision to DHCD. This resolution was presented and approved during the financial report.

7. **Other Correspondence** – DHCD Public Housing Notices:

- PHN 2020-30 FY2021 Budget Guidelines
- PHN 2020-31 Treatment of Unemployment Insurance Benefit Income
- PHN 2020-32 Eviction Prevention Guidance

8. **Resident Participation**: None Requested

9. **Board Commissioners' Comments**: None

10. **Motion to Adjourn**:

Jon Hogue made a motion to adjourn the meeting at 6:51 p.m. Deborah Christen seconded; Deborah Christen-aye, Jon Hogue-aye, Linda McDonald-aye and the meeting was adjourned with all in favor.

The next meeting is scheduled for Thursday, November 19th.

Executive Director Report

November 2020

Lunenburg Housing Authority

- COVID-19 Update
- Management agreements

FENTON, EWALD & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

**280 HILLSIDE AVENUE
NEEDHAM, MA 02494-1365**

OFFICE: (781) 444-6630

(800) 369-7660

FAX: (781) 444-6836

E-MAIL: info@fentonewald.com

FI

To the Board of Commissioners
Lunenburg Housing Authority
c/o Leominster Housing Authority
100 Main Street
Leominster, MA 01453

We have compiled the accompanying balance sheets of the Lunenburg Housing Authority as of October 31 2020, and the related statements of Revenues and Expenses for the ten month(s) then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. The information included in the accompanying Agency Wide Revenue and Expenses and Analysis of Non-routine Expenditures and Credits are presented only for supplementary analysis purposes. Such information has been compiled from information that is the representation of management, without audit or review, and accordingly, we do not express an opinion or provide any assurance on such data.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Fenton, Ewald & Associates, P.C.

Needham, Massachusetts

Dated: November 12, 2020

FD

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT Lunenburg Housing Authority
 BALANCE SHEET October 31, 2020 Period Ended
 4001 Program Number

| ACCOUNT NUMBER | ASSETS | | X Administration Modernization Development |
|-------------------------------------|---|----------------|--|
| CASH | | | |
| 1111 | Cash Development or Modernization fund - Unrestricted | 0.00 | |
| 1111.1 | Cash Development or Modernization fund - Restricted | 0.00 | |
| 1112 | Cash Administration Fund - Unrestricted | 156,962.81 | |
| 1112.1 | Cash Administration Fund - Restricted | 0.00 | |
| 1113 | Cash - Escrow | 0.00 | |
| 1114 | Security Deposit and Pet Deposit Fund Cash | 1,874.91 | |
| 1117 | Petty Cash | 0.00 | |
| 1118 | Change Fund | 0.00 | 158,837.72 |
| ACCOUNTS RECEIVABLE | | | |
| 1121 | Federal and DHCD--Section 8 Subsidy-Shelter Rent | 0.00 | |
| 1122 | Tenants Accounts Receivable | 5,964.00 | |
| 1123 | Allowance for Doubtful Accounts - Dwelling Rents | (930.50) | |
| 1125 | Accounts Receivable Subsidy | 0.00 | |
| 1129.4 | Accounts Receivable - Other - Fraud | 0.00 | |
| 1129.5 | Allowance for Doubtful Accounts - Fraud | 0.00 | |
| 1130 | Interprogram Due From | (729.97) | |
| 1131 | Allowance for Doubtful Accounts - Other | 0.00 | |
| 1145 | Accrued Interest Receivable | 0.00 | 4,303.53 |
| 1162 | Investments - Unrestricted | | 1,445.66 |
| DEFERRED CHARGES | | | |
| 1211 | Prepaid Expenses | 2,065.81 | |
| 1212 | Inventory/Net - Supplies and Fuel | 0.00 | |
| 1290 | Deferred Outflows of Resources | 3,677.00 | 5,742.81 |
| FIXED ASSETS | | | |
| 1400.2 | Cost Control Account - Development/Modernization | 0.00 | |
| 1401 | Land | 76,900.00 | |
| 1402 | Building and Building Improvements | 2,232,404.24 | |
| 1403 | Furniture, Equipment and Machinery - Dwellings | 0.00 | |
| 1404 | Other Equipment - Administration/Maintenance | 7,958.90 | |
| 1405 | Leasehold Improvements | 0.00 | |
| 1406 | Accumulated Depreciation | (1,703,379.89) | |
| 1407 | Infrastructure | 0.00 | |
| 1408 | Capital Leases | 0.00 | 613,883.25 |
| TOTAL ASSETS | | | 784,212.97 |
| LIABILITIES AND EQUITY | | | |
| ACCOUNTS PAYABLE | | | |
| 2106 | Bank Overdraft | 0.00 | |
| 2111 | Accounts Payable <=90 Days | 20,990.39 | |
| 2111.1 | Accounts Payable >90 Days Past Due | 0.00 | |
| 2112 | Contract Costs | 0.00 | |
| 2114 | Tenants Security Deposits & Pet Deposits | 1,874.91 | |
| 2115 | Bid Deposits | 0.00 | |
| 2117 | Employee's Payroll Deductions | (299.27) | |
| 2118 | Accounts Payable - Subsidy Overpayment | 15,697.64 | |
| 2119 | Accounts Payable - Interfund - Mod Program | 0.00 | |
| 2120 | Accounts Payable - Other | 0.00 | 38,332.67 |
| ACCRUED LIABILITIES | | | |
| 2130.2 | Accrued Contingent Liability | 0.00 | |
| 2135 | Accrued Compensated Absences - Current Portion | 0.00 | |
| 2137 | Payment in Lieu of Taxes (PILOT) | 1,380.70 | |
| 2138 | Accrued Payroll | 1,347.94 | |
| 2139 | Accrued Pension Liability - GASB 68 | 21,922.00 | 24,650.64 |
| DEFERRED CREDITS | | | |
| 2240 | Tenants Prepaid Rents | 1,706.00 | |
| 2290 | Undistributed Credits | 0.00 | |
| 2291 | Deferred Revenue - Subsidy | 0.00 | |
| 2292 | Deferred Inflow of Resources | 49,680.00 | 51,386.00 |
| NOTES PAYABLE | | | |
| 2299 | Notes Payable Capital Borrowings - Current Portion | 0.00 | |
| 2299.1 | Notes Payable Operating Borrowings - Current Portion | 0.00 | 0.00 |
| NON-CURRENT LIABILITIES | | | |
| 2301 | Notes Payable Capital Borrowings - Non-Current Portion | 0.00 | |
| 2301.1 | Notes Payable Operating Borrowings - Non-Current Portion | 0.00 | |
| 2335.01 | Accrued Compensated Absences - Non-Current Portion | 0.00 | |
| 2339 | Other Non-Current Liabilities - Unfunded OPEB Liabilities | 44,242.00 | 44,242.00 |
| EQUITY (I) | | | |
| 2700 | Net Income (Deficit) | 15,006.06 | |
| 2802 | Invested in Capital Assets, net of Related Debt | 613,883.25 | |
| 2805 | Net Assets - Restricted | 0.00 | |
| 2806 | Net Assets - Unrestricted | Max % 74.77% | 108,879.35 |
| 2806.1 | Net Assets - Unrestricted for Pension & OPEB Liabilities | (112,167.00) | 625,601.66 |
| TOTAL LIABILITIES AND EQUITY | | | 784,212.97 |

See Accountants' Compilation Report

F3

Lunenburg Housing Authority
10 months ending
October 31, 2020

4001 54 units
540 unit months

Fenton, Ewald & Associates, P.C.
CL 11/12/20

| Account Number | Classification | Approved Budget Amount | Pro Rata Budget 10 Months | Budget P.U.M. | Actual To Date P.U.M. | Actual To Date Amount | Amount Favorable (Unfavorable) | Actual As a Factor of Pro Rata | Available Remainder of the Year |
|---|--|------------------------|---------------------------|---------------|-----------------------|-----------------------|--------------------------------|--------------------------------|---------------------------------|
| OPERATING RECEIPTS | | | | | | | | | |
| 3110 | Shelter Rent - Tenant | 234,236 | 195,197 | 361.48 | 404.87 | 218,628.00 | 23,431 | 1.120 | 15,608 |
| 3115 | Shelter Rent - Federal Sect. 8 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3190 | Non Dwelling Rentals | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3400 | Administrative Fees - MRVP | 0 | 0 | 0.00 | 0.85 | 459.54 | 460 | | (460) |
| 3610 | Interest on Investments - Unrestricted | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3611 | Interest on Investments - Restricted | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3690 | Other Revenue | 2,000 | 1,667 | 3.09 | 4.35 | 2,347.88 | 681 | 1.409 | (348) |
| 3950 | Operating Grants | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3691 | Other Revenue Retained | 0 | 0 | 0.00 | 30.44 | 16,439.69 | 16,440 | | (16,440) |
| 3692 | Restricted Reserve Transfer | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 3601 | Operating Subsidy | 95,434 | 79,528 | 147.27 | 90.71 | 48,985.84 | (30,542) | 0.616 | 46,448 |
| TOTAL OPERATING RECEIPTS | | 331,670 | 278,392 | 511.84 | 531.22 | 286,860.95 | 10,469 | 1.038 | 44,809 |
| OPERATING EXPENDITURES | | | | | | | | | |
| ADMINISTRATIVE | | | | | | | | | |
| 4110 | Administration Salaries | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4120 | Compensated Absences | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4130 | Legal | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4140 | Compensation-Board Members | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4150 | Travel And Related Expenses | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4170 | Accounting Services | 7,214 | 6,012 | 11.13 | 11.13 | 6,010.00 | 2 | 1.000 | 1,204 |
| 4171 | Audit Services | 3,780 | 3,150 | 5.83 | 7.00 | 3,780.00 | (630) | 1.200 | 0 |
| 4180 | Penalties & Interest | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4190 | Administrative Other | 15,625 | 13,021 | 24.11 | 15.83 | 8,547.66 | 4,473 | 0.656 | 7,077 |
| 4190.1 | Management Fees | 39,204 | 32,670 | 60.50 | 60.50 | 32,670.00 | 0 | 1.000 | 6,534 |
| TOTAL ADMINISTRATIVE EXPENSE | | 65,823 | 54,853 | 101.58 | 94.46 | 51,007.66 | 3,845 | 0.930 | 14,815 |
| 4230 | Resident Services | 288 | 240 | 0.44 | 0.00 | 0.00 | 240 | 0.000 | 288 |
| UTILITIES | | | | | | | | | |
| 4310 | Water & Sewer | 10,835 | 9,029 | 16.72 | 18.52 | 10,000.40 | (971) | 1.108 | 835 |
| 4320 | Electricity | 62,000 | 51,667 | 95.68 | 72.84 | 39,335.55 | 12,331 | 0.761 | 22,664 |
| 4330 | Gas | 30,001 | 25,001 | 46.30 | 56.71 | 30,620.73 | (5,620) | 1.225 | (620) |
| 4340 | Fuel | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4360 | Energy Conservation | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4390 | Other | 5,000 | 4,167 | 7.72 | 0.00 | 0.00 | 4,167 | 0.000 | 5,000 |
| 4391 | Solar Operator Costs | 0 | 0 | 0.00 | 47.92 | 25,875.86 | (25,876) | | (25,876) |
| 4392 | Net Meter Utility Credit | 0 | 0 | 0.00 | (41.83) | (22,585.98) | 22,586 | | 22,586 |
| TOTAL UTILITIES EXPENSE | | 107,836 | 89,863 | 166.41 | 154.16 | 83,246.56 | 6,617 | 0.926 | 24,589 |
| ORDINARY MAINTENANCE | | | | | | | | | |
| 4410 | Maintenance Labor | 54,051 | 45,043 | 83.41 | 99.20 | 53,566.50 | (8,524) | 1.189 | 485 |
| 4420 | Materials And Supplies | 15,262 | 12,718 | 23.55 | 21.32 | 11,510.58 | 1,208 | 0.905 | 3,751 |
| 4430 | Contract Costs | 30,000 | 25,000 | 46.30 | 42.93 | 23,183.57 | 1,816 | 0.927 | 6,816 |
| TOTAL ORDINARY MAINTENANCE | | 99,313 | 82,761 | 153.26 | 163.45 | 88,260.65 | (5,500) | 1.066 | 11,052 |
| GENERAL EXPENSE | | | | | | | | | |
| 4510 | Insurance | 7,940 | 6,617 | 12.25 | 13.67 | 7,380.70 | (764) | 1.115 | 559 |
| 4520 | Pilot | 1,650 | 1,375 | 2.55 | 2.54 | 1,373.10 | 2 | 0.999 | 277 |
| 4540 | Employee Benefit Contr. | 9,677 | 8,064 | 14.93 | 7.80 | 4,211.27 | 3,853 | 0.522 | 5,466 |
| 4570 | Collection Losses - Regular | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4571 | Collection Losses - Fraud/Retroactive | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4580/90 | Interest & Other General Expenses | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| TOTAL GENERAL EXPENSES | | 19,267 | 16,056 | 29.73 | 24.01 | 12,965.07 | 3,091 | 0.807 | 6,302 |
| TOTAL OPERATING EXPENSES | | 292,527 | 243,773 | 451.43 | 436.07 | 235,479.94 | 8,293 | 0.966 | 57,047 |
| NET INCOME (DEFICIT) BEFORE SUBSIDY and NON-ROUTINE EXPENSES | | (56,291) | (46,909) | -86.87 | 4.44 | 2,395.17 | 49,304 | -0.051 | (58,686) |
| NET INCOME (DEFICIT) before NON-ROUTINE, and INCLUDING SUBSIDY | | 39,143 | 32,619 | 60.41 | 95.15 | 51,381.01 | 18,762 | 1.575 | (12,238) |
| NONROUTINE EXPENSES AND (CREDITS) | | | | | | | | | |
| 4610 | Extraordinary Maintenance | 38,143 | 31,786 | 58.86 | 63.66 | 34,375.75 | (2,590) | 1.081 | 3,767 |
| 4611 | Equip. Purchased - Non Capitalized | 1,000 | 833 | 1.54 | 3.70 | 1,999.20 | (1,166) | 2.399 | (999) |
| 4612 | Restricted Reserve Expenditures | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4715 | Housing Assistance Payments | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| TOTAL NONROUTINE EXPENSES | | 39,143 | 32,619 | 60.41 | 67.36 | 36,374.95 | (3,756) | | |
| CAPITAL EXPENDITURES | | | | | | | | | |
| 7520 | Replacement of Equipment-Capitalized | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 7540 | Betterments & Additions - Capitalized | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| TOTAL CAPITAL EXPENDITURES | | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 2700 NET INCOME (DEFICIT) FROM OPERATIONS | | 0 | (0) | 0.00 | 27.79 | 15,006.06 | 15,006 | | |
| 4801 | Depreciation Expense | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| 4541/42 | Post Employment Benefits GASB 75 & 68 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0 | | 0 |
| NET CHANGE IN UNRESTRICTED NET ASSETS | | 0 | (0) | 0.00 | 27.79 | 15,006.06 | 15,006 | | |

| | |
|---------------------------------------|------------|
| Operating Subsidy Earned year-to-date | \$48,986 |
| Operating Subsidy Rec'd year-to-date | \$64,883 |
| Amount (Over) or Under Subsidized | (\$15,698) |

Lunenburg Housing Authority Modernization and Work Order Reports

Modernization Report

- **Replace Septic for 705 FISH # 162031**

Graves Engineering completed the construction documents and they were approved by DHCD. We are delaying bidding until this winter for spring 2021 installation.

Work Order Report

| Project | W. O. | | | Emergencies | | | Non-Emergency | | |
|---|-------|------|------|-------------|------|------|---------------|------|------|
| | Total | Done | Open | Total | Done | Open | Total | Done | Open |
| Work Orders From: 10/01/2020 Thru: 10/31/2020 | | | | | | | | | |
| 667-Lunenburg | 18 | 18 | 0 | 2 | 2 | 0 | 16 | 16 | 0 |
| 705-Lunenburg | 8 | 8 | 0 | 2 | 2 | 0 | 6 | 6 | 0 |
| Total All Projects Listed: | 26 | 26 | 0 | 4 | 4 | 0 | 22 | 22 | 0 |

LUNENBURG HOUSING AUTHORITY
STATE-AIDED HOUSING STATISTICS

October 2020

In October, we received 13 Standard Applications: 7 Elderly/Young Disabled and 6 Family

Number of ALL Lunenburg Housing Authority Applications in CHAMP (i.e. Emergency, Transfer, and Standard Applications):

Elderly: 961 401 Elderly, with 36 applicants claiming priority/emergency status
One veteran non-resident preference
560 Young Disabled, with 62 applicants claiming priority/emergency status
Four veteran non-resident preference

Family: 2,253
1,519 Two-Bedroom applicants, with 157 applicants claiming priority/emergency status
Four veteran's non-resident preference
734 Three-Bedroom applicants, with 35 applicants claiming priority/emergency status
Zero veteran preference

OCCUPANCY

Total Number of lease-ups in **October**: **Zero**

VACATES

Total Number of vacancies in **October**: **Zero**

PEARL BROOK:

| | | | |
|---------------------------|--------------------|------------------------|---|
| Elderly: | 100% | Occupied | (0 Empty Units – 0 Waivers = 0 Vacancy) |
| Family: | <u>100%</u> | <u>Occupied</u> | (0 Empty Unit – 0 Waivers = 0 Vacancy) |
| OVERALL OCCUPANCY: | 100% | Occupied | |



Lunenburg Housing Authority

C/O Leominster Housing Authority, Managing Agent
100 Main Street
Leominster, Massachusetts 01453-5599
(978) 537-5300 Fax: (978) 534-5335

Benjamin Gold
Executive Director

Adam Gautie
Assistant Executive Director

RESOLUTION FOR AMENDMENT #9 TO THE CONTRACT FOR FINANCIAL ASSISTANCE BETWEEN THE LUNENBURG HOUSING AUTHORITY AND THE DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

WORK PLAN 5001

Resolution 202014

Whereas: The Lunenburg Housing Authority has the need to amend the Contract for Financial Assistance between the Leominster Housing Authority and the Department of Housing and Community Development, and

Whereas: This amendment is to fund the following:

Fish #162035 – COVID Office Improvements - \$10,000.00

Whereas: The above-mentioned contract, Capital Improvement Work Plan 5001, has been increased by **\$10,000.00** (total contract amount is now **\$866,684.70**).

NOW THEREFORE BE IT RESOLVED:

That the Lunenburg Housing Authority Board of Commissioners authorizes the Chair, or their designee, to sign the Standard Contract Amendment Form in conjunction with the projects listed on Amendment #9 for Capital Improvement Work Plan 5001 now being undertaken by the Department of Housing and Community Development and the Leominster Housing Authority.

Resolved, Motion made by _____ to authorize the signing of the Standard Contract Amendment Form by the Chair, or their designee, in conjunction with the projects listed on Amendment #9 for Capital Improvement Work Plan 5001 currently being undertaken by the Lunenburg Housing Authority and the Department of Housing and Community Development.

Seconded, _____ seconded the Motion, and the Motion was passed by a unanimous vote.

DATE OF ADOPTION: November 19, 2020



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

October 29, 2020

Linda McDonald, Chair
Lunenburg Housing Authority
100 Main Street
Leominster, MA 01453-5599

Dear Chair McDonald,

I am pleased to award the Lunenburg Housing Authority \$10,000 in order to reconfigure/adapt the Authority's office spaces for social distancing and/or improve indoor quality compliant with the Governor's Covid-19 mandatory safety standards for the workplace.

This award is in addition to your formula funding and does not count toward your benchmark.

Under separate cover, the Executive Director will receive an amendment to your formula funding Contract for Financial Assistance (CFA). This project will be funded from that CFA. If you have any questions, please contact your Project Manager Ali Makke at 617-573-1178.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox
Undersecretary

cc: Ben Gold, Management Agent; Ali Makke, Project Manager



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
 COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

November 9, 2020

Ben Gold
 Lunenburg Housing Authority
 100 Main Street
 Leominster, MA 01453-5599

Dear Mr. Gold:

This is to notify you of Amendment #9 to the Contract for Financial Assistance (CFA) 5001 in the amount of \$10,000.00. Attached please find the Commonwealth of Massachusetts – Standard Contract Form and Attachment A – Additional Terms and Conditions and CFA Amendment (“Amendment”). This amendment funds the following:

| Project # | Scope | Award Amount |
|-----------|---------------------------|--------------|
| 162035 | COVID Office improvements | \$10,000.00 |

| CFA | Current Award | Revised Award | Change |
|------|---------------|---------------|--------------|
| 5001 | \$856,684.70 | \$866,684.70 | +\$10,000.00 |

Please be sure to place this on your next Agenda and return to the attention of Colleen Votour (617-573-1183) so the documents can be encumbered in a timely manner. Please be sure that the Housing Authority Seal is affixed to each copy (page 5). Also enclosed is a set of the Extracts of the Minutes of the Meeting at which your Authority should approve and authorize the execution of the contract. Please be sure pages five and six of the Extracts are **SIGNED** and **SEALED** by your Authority. A certified copy of the Extracts should be returned with the executed contracts. All future Capital Improvement Reports must be adjusted to reflect this change. One fully executed original of the contract will be returned to you for your file after encumbrance. Please feel free to contact me at (617) 573-1192 or Ali Makke at 617-573-1178 if you have any questions.

Sincerely,

Dan Bondzie

Dan Bondzie, Capital Finance Manager
 Bureau of Housing Development and Construction

Enc.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

| | | | |
|---|----------------------------|--|----------------------------|
| CONTRACTOR LEGAL NAME: Lunenburg Housing Authority (and d/b/a): Lunenburg Housing Authority | | COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD | |
| Legal Address: (W-9, W-4): 131 White Street, Lunenburg, MA 01462 | | Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114 | |
| Contract Manager: Ben Gold | Phone: 978-537-5300 | Billing Address (if different): 100 Cambridge Street, Suite 300, Boston, MA 02114 | |
| E-Mail: ben@leominsterha.com | Fax: 978-534-5335 | Contract Manager: Fatima Razzaq | Phone: 617-573-1100 |
| Contractor Vendor Code: VC6000163005 | | E-Mail: Fatima.Razzaq@mass.gov | Fax: 617-573-1345 |
| Vendor Code Address ID: AD001 131 White Street, Lunenburg, MA 01462 (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): CC OCD 2520 1130196 0000 | |
| RFR/Procurement or Other ID Number: MGL 121B – MGL 23B, Sec 3 | | | |
| <input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | | <input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: 06/30/2023 Enter Amendment Amount: + \$10,000.00 (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) | |
| The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$866,684.70 | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment #9, Contract for Financial Assistance 5001: COVID Office improvements as specified in the Contract for Capital Improvement Work Plan/Approved Budget (Exhibit 1) and Timetable for Completion of the Work (Exhibit 2). All such work shall be subject to the requirements set out in the Commonwealth Terms and Conditions in Attachment A. | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of 06/30/2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Linda McDonald Print Title: Chairperson | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Fatima Razzaq Print Title: Director, Bureau of Housing Development & Construction | |

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS and CFA AMENDMENT

This Attachment A is part of the contract by and between the Commonwealth of Massachusetts (hereinafter called the "Commonwealth") acting by and through the Department of Housing and Community Development (the "Department"), and the **Lunenburg Housing Authority** (the "Authority"), a public body, politic and corporate, duly organized and existing pursuant to Section 3 of Chapter 121B of the General Laws. This Attachment A also amends and modifies the Contract(s) for Financial Assistance ("CFA") for all of the developments listed below by extending the term of each CFA for forty (40) years as herein provided. Such an amendment and modification is a part of the CFA as well as a part of the above-described contract. It may be enforced as part of the CFA or as part of the above-described contract.

Background.

The Authority proposes to modernize and improve the following existing State-Aided housing development(s) as more fully described in an application for capital improvement grant, submitted by the Authority. The Department has approved the application, or portion of the application, and shall provide state financial assistance in the form of a grant of capital improvement funds as provided herein.

Name of Developments: **Work Plan 5001, All developments, included but not limited to 667-1, 705-1**

Date of Application: **November 9, 2020**

1. The Work Plan/Approved Budget. Subject to the terms and conditions hereinafter set forth, the Commonwealth shall provide state financial assistance in the form of a grant(s) to make capital improvements. The scope of work and budget is defined in the Capital Improvement Work Plan/Approved Budget attached to this contract as "Exhibit 1" and incorporated herein. The Work Plan/Approved Budget may be amended by the Department. A timetable for completion of the work is attached as "Exhibit 2" and is incorporated herein.

The provision of such financial assistance is expressly contingent upon the authorization of the sale of the bonds necessary to raise the funds required herein by the General Court and the release of such funds by the Executive Office for Administration and Finance and the Office of the Comptroller.

2. Approved Work Items. The Authority agrees to undertake only work items authorized in the Work Plan/Approved Budget, and to complete said items at the lowest practicable cost not to exceed the budget. This grant of capital improvement funds is limited by either the grant amount, or by the cost of completing approved work items, whichever is lower. The Department reserves the right to amend the grant amount, the budget and/or the work items in the Work Plan/Approved Budget at its sole discretion.

3. Modernization, Continued Use, and Amendment of CFA. The Authority agrees to undertake and maintain the development(s) modernized or reconstructed as a housing project providing low rent housing, and to comply with Chapter 121B of the General Laws, the Departments Regulations, and the written directives of the Department as they may be in effect from time to time.

In consideration of the funds granted pursuant to this contract and for other good and valuable consideration, the Department, and the Authority agree that the (CFA) for the development(s) described herein as it may have been

heretofore amended, shall be extended for an additional period of forty (40) years provided that the extended period, when combined with the unexpired term(s) of the existing CFA(s) and amendment(s) thereto, shall not exceed forty (40) years from the completion of the Capital Improvement Work funded under this contract. During such extension period the Authority agrees to use the development(s) as a housing project providing low rent housing as provided by the terms of the CFA(s) and of any amendment(s) thereto, Chapter 121B, the Departments regulations and the written directives of the Department as they may be in effect from time to time. This paragraph amends the said CFA(s) and shall continue in full force and effect for the term(s) of the extensions(s) specified herein. This paragraph has legal effect as part of the CFA with respect to such extensions(s) and shall not be subject to further amendment except as part of the CFA as therein provided.

4. Approval of Contracts, Expenditures and Settlements. The Authority agrees, that with respect to implementation of the Work Plan/Approved Budget, it shall submit all bid documents, including plans and specifications, to the Department for its approval. The Authority further agrees that it shall not without prior written approval of the Department:

(a) enter into any contract for services or for the purchase of material or equipment pursuant to the Work Plan/Approved Budget.

(b) issue any change order in connection with any contract;

(c) make any expenditure for capital improvement not specifically authorized in the Work Plan/Approved Budget approved by the Department;

(d) release any sums retained pending final inspection and certification of satisfactory completion pursuant to any contract under (a) above; or

(e) approve any settlement of any matter in litigation.

5. Compliance With Bidding Requirements. The Authority shall comply with the requirements of all applicable statutes and regulations, governing competitive bidding procedures, prior to the award of any contract pursuant to the Work Plan/Approved Budget.

6. Bonding and Insurance Requirements. The Authority shall require its contractors to provide such security for the full and faithful performance of any contract or subcontract by way of a surety company licensed to do business in the Commonwealth, as the Department may prescribe. The Authority shall require from its contractor(s) and shall itself maintain insurance of such kinds and in such amounts as the Department may prescribe.

7. Supervision, Inspection and Review. The Authority agrees that it shall diligently enforce the terms of its contract(s) with contractor(s) performing work hereunder, and shall carry out the supervision and inspection of each contractor's work to ensure that it is completed in accordance with applicable specifications. The Authority shall conduct such supervision in a professional manner and to the satisfaction of the Department. The Authority shall permit the Department and authorized representatives to review all work and supervision of work by the Authority, materials, payrolls, records of personnel, conditions of employment, invoices of materials, books of account and other data and records in connection with the execution of the Work Plan/Approved Budget which the Department shall require, and shall require each contractor to allow such access to the contractor's relevant records by the Department.

8. Reports. The Authority shall provide reports in such form and with such frequency as the Department shall require from time to time regarding all aspects of the modernization of the development. These reports shall include:

(a) the progress of the work; (b) the actual capital improvement cost incurred by the Work Plan/Approved Budget, breaking out all costs in such manner as the Department may prescribe; (c) certification by appropriate authorities as specified by the Department that the Work Plan/Approved Budget has been completed free from defects or inadequacies; and (d) that the Authority has been discharged from all liability in connection with the modernization of the development(s) through the payment or setting aside of monies and that the development(s) is/are free from any claims or obligations under sections 28 and 29 of Chapter 149 of the General Laws.

9. Separate Accounts; Rights of Commonwealth with Respect to Bank Accounts of Authority. The Authority shall at all times conduct its business and affairs in such manner that any bank accounts relative to modernization of the development under this contract will be separate and distinct from any account of the Authority relative to any other enterprise developed, administered, or engaged in by the Authority. The Authority shall, at the time of opening any account with any bank, obtain an agreement with such bank that (1) upon the receipt of any direction from the Department, no further withdrawal by the Authority shall take place; (2) that such bank shall agree with the Department that the bank shall forthwith comply with such direction unless and until revoked by the Department; and (3) that a withdrawal of the funds duly authorized and signed by the Department will be honored by such bank.

The Authority agrees that if either one or both of the following events occur and is not corrected or remedied to the satisfaction of the Department, the Department shall have the right to direct any bank with which the Authority maintains an account in which funds for the modernization of the development(s) are deposited or held, to refuse to permit any withdrawals from such account until further notice from the Department: (a) the Authority shall have defaulted in the observance or performance of any one or more of the terms, covenants or conditions of this contract; (b) the Authority shall have made any misrepresentation of material fact in any of the certificates, reports, statements or other documents or dates required to be submitted pursuant to this contract. Additionally, upon the occurrence of one or more such events, the Department may withdraw funds from such account when necessary to make any expenditure properly chargeable to the Work Plan. Such funds shall be applied by the Department in accordance with the applicable provisions and requirements of this contract.

10. Accounts, Records, Books and Audits. The Authority agrees that it shall (a) maintain such accounts, records, and books in accordance with any specifications which the Department may prescribe as to the manner and form of record-keeping and as to the contents of the records; (b) grant to the employees or representatives of the Department at all times during normal business hours and as often as the Department may require, full and free access to its accounts, records and books; (c) permit the Department or any accountants or auditors approved by the Department and the authorized representatives of the State Auditor's Office to make periodic audits, excerpts or transcripts of the accounts, financial records and books of the Authority; (d) furnish to the Department such financial, operating, statistical and other reports, records, statements, and documents in such manner and form as may be required by the Department; and (e) furnish copies of contracts of the Authority and other documents in the possession of the Authority as the Department may require from time to time.

11. Notices and Demands. Any notice or demand permitted or required under this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and shall be signed in the name of the party giving or serving the same. Such notice or demand shall be mailed by certified mail, postage and certified charges prepaid, or personally served on the Department or the Executive Director of the Authority. For purposes of this section, the Department shall be notified at the Bureau of Housing Development and Construction, Department of Housing and Community Development, 100 Cambridge Street, Boston, Massachusetts 02114, or such other place as the Department may designate by written notice to the Authority.

12. Termination or Suspension of Contract. The Department may suspend or terminate all or part of this contract at any time if it, in its sole discretion, determines that suspension or termination is warranted because of the violation by the Authority of any provisions of this contract or of the regulations of the Department or applicable law. The

Department may terminate or suspend all or part of this contract in order to correct misuse or misapplication of funds by the Authority. Failure to implement the Work Plan/Approved Budget in accordance with the dates set forth in Exhibit 1 shall constitute grounds for the immediate termination or suspension of this contract. In any case of termination or suspension, notice in writing of the action shall be given to the Authority. The Department may also terminate or suspend this contract at any time due to the unavailability of the required funds as described in Section 1 of this Attachment.

13. Severability of Provisions. If any provision of this contract is held invalid, the remainder thereof shall not be affected thereby; and all other parts thereof shall remain in full force and effect.

14. Enforcement of Contract. The Department may enforce any of its orders, rules or regulations or the provisions of this contract, or remedy any breach of this contract, by filing an action in the Superior Court or other court of competent jurisdiction.

15. Interest of Member or Employee of Authority. No member or employee of the Authority shall participate in any decision relating to the Work Plan/Approved Budget affecting his or her personal interests or the interest of any corporation, partnership, proprietorship in which he or she is directly or indirectly interested. No member, officer, agent, servant or employee of the Authority or of the city or town in which the development is located, shall have any interest, direct or indirect, in any contract for property, materials, or services to be acquired by the Authority or furnished for use in connection with the Work Plan/Approved Budget.

No member of the Authority shall be paid for his or her services or receive compensation as such member out of the proceeds of funds received in connection with the Work Plan/Approved Budget.

16. Member of Authority not Individually Liable. No member or officer of the Authority shall be individually liable on any obligation assumed by the Authority hereunder, except that this provision shall not be deemed to relieve such officer or member from any liability incurred for his or her fraud or other intentional misconduct.

17. Equal Employment Opportunity. In its implementation of the Work Plan/Approved Budget, as set out in Section 10 of the Commonwealth Terms and Conditions, the Authority shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or disability. The Authority shall take affirmative action to encourage applications from minorities, individuals with disabilities, and women and to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, sexual orientation, age or disability.

The Authority shall in all solicitations or advertisements for employees placed by, or on behalf of the Authority, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, sex, sexual orientation, age, or disability. Except as required in the following paragraph, the Authority shall incorporate the foregoing requirements in all of its contracts for work items under the Work Plan/Approved Budget and shall require its contractors to place such terms in all subcontracts.

The Authority shall incorporate into bid specifications and contracts for state-aided modernization and reconstruction work, as directed by the Department, provisions for the award of contracts to Minority and Women Business Enterprises as certified by the State Office of Minority, Women Business Assistance, (SOMWBA).

18. Non-Exclusivity of Remedies. Termination for cause in the event of breach of this contract by Contractor is a non-exclusive remedy available to the Department.

19. Disbursement of Grants. Grants by the Commonwealth hereunder shall be disbursed periodically upon request by the Authority and approval by the Department. Approval by the Department shall be in accordance with the budget in the Work Plan/Approved Budget (Exhibit hereto).

Prior to the disbursement of any portion of the maximum obligation, the Department may review compliance by the Authority with the approved Work Plan/Approved Budget. If the Department finds, in its sole discretion, that the actual cost will exceed the budget, or that the Work Plan/Approved Budget is not being adhered to, it may withhold disbursement of payment until it is satisfied that the Work Plan/Approved Budget will be followed. The Department may in its discretion adjust the scope of the work item(s) and the budget as a condition of any subsequent approval of a request for a grant.

Interest earned on funds granted shall be used by the Authority to pay the cost of the approved work items or at the option of the Department shall be returned to the Department.

Executed as an instrument under seal.

HOUSING AUTHORITY
SEAL

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Lunenburg Housing Authority, CFA Number 162025001, Amendment 9
Summary of LHA Capital Project Budget/Changes

| Line Number | Description | Prior Budget | Change +/- | Revised Budget |
|---|--------------------------------|--------------------|------------------|--------------------|
| ADMINISTRATION | | | | |
| 1410.05 | Accounting | 5,350.00 | 0.00 | 5,350.00 |
| 1410.06 | Advertising | 1,148.46 | 0.00 | 1,148.46 |
| 1410.16 | Other Administrative Costs | 9,187.78 | 0.00 | 9,187.78 |
| SUBTOTAL ADMINISTRATION | | 15,686.24 | 0.00 | 15,686.24 |
| OFFSETTING INCOME | | | | |
| 1420.20 | Operating Reserves | (10,555.00) | 0.00 | (10,555.00) |
| 1420.21 | Other Commonwealth Funds | (4,129.02) | 0.00 | (4,129.02) |
| SUBTOTAL OFFSETTING INCOME | | (14,684.02) | 0.00 | (14,684.02) |
| ARCHITECTURAL & ENGINEERING | | | | |
| 1430.01 | A/E Basic Services | 40,063.27 | 0.00 | 40,063.27 |
| 1430.02 | A/E Extra Services | 1,245.50 | 0.00 | 1,245.50 |
| 1430.05 | Printing at Bidding | 1,821.21 | 0.00 | 1,821.21 |
| 1430.11 | E-Hosting | 1,550.00 | 0.00 | 1,550.00 |
| 1430.16 | A/E Reimbursables | 5,047.33 | 0.00 | 5,047.33 |
| 1430.19 | Other Costs | 211.10 | 0.00 | 211.10 |
| SUBTOTAL ARCHITECTURAL & ENGINEERING | | 49,938.41 | 0.00 | 49,938.41 |
| CONSTRUCTION COSTS | | | | |
| 1450.01 | Original Construction Contract | 371,829.72 | 10,000.00 | 381,829.72 |
| 1450.02 | Change Order Contingency | 12,421.28 | 0.00 | 12,421.28 |
| 1450.03 | Permit Fees | 1,787.65 | 0.00 | 1,787.65 |
| 1450.05 | Approved Change Orders | 978.00 | 0.00 | 978.00 |
| SUBTOTAL CONSTRUCTION COSTS | | 387,016.65 | 10,000.00 | 397,016.65 |
| UNALLOCATED AMOUNT: | | 418,727.42 | | 418,727.42 |
| CFA TOTAL: | | 856,684.70 | 10,000.00 | 866,684.70 |

Project(s) Funded: 162008, 162015, 162017, 162018, 162019, 162020, 162022, 162023, 162025, 162026, 162027, 162028, 162029, 162030, 162031, 162032, 162033, 162034, 162035

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Project: **Lunenburg 5001**

Description: FF Master CFA

| LINE | | | DURATION | | |
|-------------|----------------|--------------------------------|-----------------|------------------|----------------|
| ID | OUTLINE | PROJECT PHASE /TASK | DAYS | SCH START | SCH FIN |
| 1 | 1 | | 9635 | 6/10/2010 | 6/30/2023 |
| 2 | 1.1 | STUDY | 30 | 8/6/2010 | 1/13/2014 |
| 3 | 1.1.1 | DHCD approves funding/award | 200 | 2/12/2014 | 8/31/2014 |
| 4 | 1.2 | PLANNING | 200 | 8/31/2014 | 3/19/2015 |
| 5 | 1.2.1 | Assign in-house A/E | 5 | 3/19/2015 | 3/24/2015 |
| 6 | 1.2.2 | DHCD approves RFS/WO | 20 | 3/19/2015 | 4/8/2015 |
| 7 | 1.3 | DESIGNER SELECTION | 20 | 3/29/2015 | 4/18/2015 |
| 8 | 1.3.1 | DHCD approves A/E contract | 20 | 3/29/2015 | 4/18/2015 |
| 9 | 1.4 | CONCEPTS | 20 | 3/29/2015 | 4/18/2015 |
| 10 | 1.4.1 | DHCD approves concepts | 20 | 3/29/2015 | 4/18/2015 |
| 11 | 1.5 | SCHEMATICS | 60 | 4/18/2015 | 6/17/2015 |
| 12 | 1.5.1 | DHCD approves schematics | 60 | 4/18/2015 | 6/17/2015 |
| 13 | 1.6 | DESIGN DEVELOPMENT | 20 | 6/17/2015 | 6/17/2015 |
| 14 | 1.6.1 | DHCD approves DD | 20 | 6/17/2015 | 7/7/2015 |
| 15 | 1.7 | CONSTRUCTION DOCS. | 20 | 7/7/2015 | 7/27/2015 |
| 16 | 1.7.1 | DHCD approval to bid | 10 | 7/27/2015 | 8/6/2015 |
| 17 | 1.8 | BIDDING | 30 | 8/6/2015 | 9/5/2015 |
| 18 | 1.8.1 | General bids opened | 30 | 8/6/2015 | 9/5/2015 |
| 19 | 1.8.2 | DHCD approves GC contract | 10 | 9/5/2015 | 9/15/2015 |
| 20 | 1.9 | CONSTRUCTION | 2095 | 11/4/2015 | 7/30/2021 |
| 21 | 1.9.1 | NTP Issued | 50 | 9/15/2015 | 11/4/2015 |
| 22 | 1.9.2 | Contract time for completion | 1095 | 11/4/2015 | 11/3/2018 |
| 23 | 1.9.3 | Amended time for completion | 1000 | 11/3/2018 | 7/30/2021 |
| 24 | 1.9.4 | Forecasted construction period | 2095 | 11/4/2014 | 7/30/2020 |
| 25 | 1.9.5 | DHCD approves CSC | 10 | 7/20/2020 | 7/30/2020 |
| 26 | 1.10 | CLOSE-OUT | 5 | 7/30/2020 | 8/4/2020 |
| 27 | 1.10.1 | DHCD approves CFC | 5 | 7/30/2020 | 8/4/2020 |
| 28 | 1.11 | WARRANTY | 1425 | 8/4/2020 | 6/30/2023 |
| 29 | 1.11.1 | 9 month warranty inspection | 635 | 8/4/2020 | 5/1/2022 |
| 30 | 1.11.2 | End of warranty period | 425 | 5/1/2022 | 6/30/2023 |

Exhibit 2 - Projected Timetable for Completion of Work