

Catherine Naczas
Executive Director



M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

David Quinn
Chair
Stephen Duffley
Vice-Chair
Andrew Papanicolau
Commissioner
Mike Lopez
Commissioner
Thomas Hickman
Commissioner

**NOTICE OF REGULAR MEETING
MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
MANCHESTER, NEW HAMPSHIRE**

You are hereby notified that the Commissioners of the Manchester Housing and Redevelopment Authority are called to meet in Regular Session at 12:00 p.m. on Tuesday, September 17, 2024 in the 2nd floor conference room, 198 Hanover Street, Manchester, NH

The following shall be the order of business:

- 1. Roll Call**
- 2. Public Participation**
- 3. Consent Agenda:**
 - a. Approval of the Annual Budget to be submitted to HUD**
 - b. Authorizing the MHRA Commission Chairman, and Catherine Naczas to execute the 75 W. Baker Street loan agreement between MHRA and Baker Street development Corporation**
 - c. Approving and Authorizing Award of a Contract for MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH**
 - d. Approving and Authorizing the Write off of Certain Unpaid Public Housing Tenant-Related Expense**
- 4. Approval of Minutes:** Minutes of the Meeting of August 20, 2024
- 5. Financial Report**
 - a. AMP Operations YTD reporting
 - b. Section 8 Operations YTD reporting
- 6. Capital Fund Projects**
 - a. Kiosk and Gallen Bldg modernizations
 - b. Burns Bldg – electrical Upgrades
 - c. Kelley Falls – 3 buildings roof upgrade
 - d. Main Office parking lot expansion and site improvements

198 Hanover Street, Manchester, New Hampshire 03104-6125
603 624-2100 FAX 603 624-2103 TDD 1 800-545-1833, ext. 590
MHRA complies with the Fair Housing Act and provides accommodations to persons with disabilities.
For language assistance: Please contact us for an explanation or more information.



7. Public Housing Operations

- a. Tax Credit Properties Occupancy report
- b. Public Housing Occupancy update
- c. Inspection Services update
- d. Maintenance update

7. S-8/HCV Program

- a. Utilization Report

9. Policy, Compliance and Human Resources

- a. Policy, Compliance and Human Resources Update

10. Resident Services

- a. Program Updates

11. Development Report

- a. Kelley Falls Exterior Project
- b. Kelley Falls Fence Project

12. Executive Director's Report

- a. Federal government budget, continuing resolution and Save Act

13. Other Business

14. Adjourn





Catherine Naczas
Executive Director

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MEMO TO: Catherine Naczas
FROM: Regine Pelletier-Tracy, Finance Director
SUBJECT: Operating Budgets, Fiscal Year 10/01/24-09/30/25
DATE: September 17, 2024

Included herein for your review are the Operating Budgets for the fiscal year 10/01/24-09/30/25, plus the required resolution to approve the Public Housing Project Based Operating Budget, and Section 8 Program Budgets.

The attached 2024-2025 Operating expense for Manchester Housing and Redevelopment Authority total \$40,304,925.

Included in the \$40,304,925 are expenses for Public Housing in the amount of \$12,155,738; Section 8 Housing Choice Voucher, Mainstream, SRO and EHV of \$27,891,506 and Capital Fund of \$257,681.

Thank you.





Catherine Naczas
Executive Director

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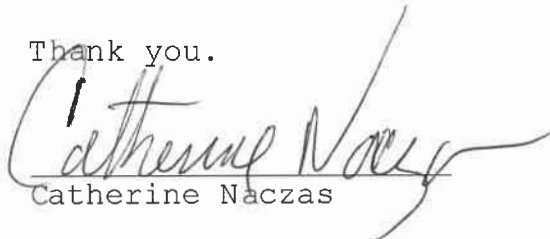
Mike Lopez
Commissioner

Thomas Hickman
Commissioner

MEMO TO: Board of Commissioners
FROM: Catherine Naczas, Executive Director
DATED: September 17, 2024
RE: Operating Budgets, Fiscal Year 10/01/24 to 09/30/25

I have reviewed the attached information and recommend approval.

Thank you.


Catherine Naczas



RESOLUTION NO. 5673

APPROVING BUDGETS FOR FISCAL YEAR

COMMENCING OCTOBER 1, 2024 AND CONCLUDING SEPTEMBER 30, 2025

WHEREAS, the Commissioners of the Manchester Housing and Redevelopment Authority reviewed and considered budgets for the Low Rent Public Housing Project Based Program, the SRO Rehabilitation, Mainstream, Emergency Housing Vouchers and the Section 8 Housing Choice Voucher (HCV) programs.

WHEREAS, the proposed expenditures are necessary to the efficient and economical operation of the programs and all proposed charges and expenditures will be consistent with provisions of law and regulations of the U.S. Department of Housing and Urban Development, State of New Hampshire and City of Manchester:

NOW, THEREFORE, BE IT RESOLVED:

That the Annual Operating expense budgets for the Low Rent Public Housing Project Based Program in the amount of \$12,155,738; the Section 8 and Housing Choice Voucher Programs in the amount of \$27,891,506; the Capital Fund Grant expense in the amount of \$257,681, all of which total \$40,304,925 for the fiscal year commencing October 1, 2024 and ending September 30, 2025, are hereby accepted and approved.

**Manchester Housing & Redevelopment Authority
Budget Fiscal Year 2025
Summary and Assumptions**

- Expenses were generally based on historical data.

● Capital Fund Operation Income	In 2024 we received \$803,490 in CFP income, which represents 25% of \$3.21 million CFP 2024 Grant. For 2025, we based anticipated income on the same amount - \$3.21 million grant, therefore \$803,490 in income.
● Other Income	Other Income includes cell tower rental for AMP 5 and AMP 8, it also includes work order fees, late fees, Adjustments and non-sufficient funds fees.
● Salaries	* Salaries include a 2.5% COLA.
● Dwelling Rent	* Calculated dwelling rent based on the last nine months and annualized.
● Subsidy	* Used subsidy numbers based on actual YTD.
● Health Insurance ● All other Housing Insurance (Building, auto, D&O, Workers Comp...)	* Included a 9% increase, in anticipation of HealthTrust cost announcement. Used same plans as last year. * Included a 5% increase in other insurance based on historical data.
● Others	* In addition to Community Police of \$131,000, we also have \$224,000 in additional safety security for PH, \$75,775 for COCC and \$59,000 for Tarrytown for a total of \$489,775.
● Equipment/ Vehicles	* Routine replacement of vehicles via corporate government program. * 1 Lawn tractor for \$4,000 for AMP 4 * 1 Electric Pallet Jack for \$3,000 for AMP 8 * 1 Large TV for \$1,000 for Tarrytown Road. * 1 storage container for CMF \$5,000 for CMF * Misc equipment \$8,000 spread through each AMP
● Assumptions	Scenarios: Risk & Opportunities 1. Units leased could be better than budgeted and we would realize more Rental Income. Currently we estimate 98% occupancy. 2. The Capital Fund Operating Line is anticipated to be at least equal to what we receive currently. Current federal budget calls for an increase in Capital Fund monies. Income could be higher than projected. 3. Time of hiring vacant positions could end up costing less than the full salary/benefits budgeted, given timing of onboarding of new employees and retirement dates. 4. We could end up getting less subsidy than 97% since historically we have received as low as 95% funding, which would result in a loss in subsidy income. However, federal budget projections are approximately 1% more subsidy for housing authorities. 5. S-8 could be receiving more in Administrative Fees based on the vouchers leased, bringing a higher income. 7. Tarrytown Road could possibly receive an increase in rental income with more vouchers being used at the property.

Public Housing Summary

	AMP 1 Elmwood Trahan St.	AMP 2 Kelley Falls Kimball St.	AMP 3 Scattered Eld	AMP 4 Scattered Fam	AMP 5 O'Malley/Kaliva s Chestnut St.	AMP 8 Pariseau/Burns Amory/So. Main St.	AMP 15 Gallen Hanover St.	AMP 16 W. Scattered Eld	Total
Total AMPS	200 units	132 units	190 units	63 units	100 units Omalley	100 units Pariseau	95 units	68 units	1169 units
Bedrooms									
0 Bedroom	-	-	6		38	58		2	
1 Bedroom	12	14	167		162	156	89	63	
2 Bedrooms	81	58	17	6		7	6	3	
3 Bedrooms	87	60		54					
4 Bedrooms	17			3					
5 Bedrooms	3								
Resident Dwelling Rent	1,470,000	700,000	802,000	535,119	890,000	1,100,000	365,000	250,000	6,112,119
Other Income	20,000	17,000	9,500	17,000	17,000	17,000	17,000	17,000	131,500
Interest	11,300	12,000	4,000	10,000	50	13,000	14,000	3,000	67,350
HUD Operating Subsidy	989,750	662,750	712,000	264,000	963,805	881,500	527,000	280,000	5,280,805
Operations Capital Fund	41,866	317,496	156,293	-	-	-	94,896	192,939	803,490
Reserve	-	-	-	-	-	-	-	-	-
Total Income	2,532,916	1,709,246	1,683,793	826,119	1,870,855	2,011,500	1,017,896	742,939	12,395,264
Admin Salaries	164,227	110,172	137,655	52,574	149,186	158,804	81,972	46,666	901,255
Accrued time	8,000	10,000	(30,000)	5,000	7,500	11,000	6,500	6,000	24,000
COCC Costs	274,319	194,418	228,741	92,682	210,663	207,871	99,369	100,038	1,408,101
Maintenance Salary	417,163	302,374	345,949	144,090	293,847	279,281	137,557	155,526	2,075,788
Residents Service Salary	45,983	45,781	13,322	1,518	18,372	18,531	10,896	5,556	159,959
Benefits	348,003	254,234	275,644	109,931	255,941	253,284	127,817	115,237	1,740,092
Sundry	42,850	33,325	33,300	14,325	36,500	38,050	17,725	17,275	233,350
Legal	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	120,000
Travel	325	300	250	150	300	400	200	200	2,125
Audit	5,725	3,600	4,400	1,750	4,000	4,500	2,200	2,000	28,175
Resident Services	10,000	8,000	3,100	3,350	4,800	6,100	2,600	1,400	39,350
Community Police	39,526	17,178	2,000	8,371	16,090	22,178	23,265	2,392	131,000
Insurance	104,000	96,000	85,000	36,000	83,000	96,000	54,000	35,000	589,000
PILOT	85,700	39,588	53,510	36,704	54,914	70,860	21,680	13,812	376,769
Collection Losses	10,000	10,000	5,000	2,000	12,000	15,000	10,000	100	64,100
Interest on Debt	14,165	4,207	37,674	2,128	10,330	20,813	35,946	3,610	128,874
Water	49,000	28,000	21,500	19,000	17,000	20,400	6,000	8,000	168,900
Sewer	107,000	60,000	50,000	41,000	41,500	50,000	14,000	22,000	385,500
Electric	215,000	45,000	40,000	12,000	183,000	204,000	53,000	11,000	763,000
Gas	210,000	150,000	125,000	86,000	64,000	85,000	60,000	60,000	840,000
Materials	13,000	21,000	20,000	12,000	19,000	18,000	9,000	11,000	123,000
Vehicle Parts	2,200	750	1,000	450	500	500	650	400	6,450
Inventory Adjustment	-	-	-	150	-	250	-	100	500
Material Hardware	1,000	400	150	350	250	1,000	50	50	3,250
Tools	2,700	2,000	2,000	2,000	2,000	2,500	1,500	2,000	16,700
Material Plumbing	25,000	10,000	14,000	11,000	10,000	14,000	10,000	9,000	103,000

Material Electrical	1,500	1,200	1,000	1,200	2,500	1,500	1,000	1,000	10,900
Material Carpentry	10,000	5,500	3,500	15,000	8,000	8,000	2,000	1,000	53,000
Gas & Oil	6,000	6,000	6,200	3,000	2,000	3,200	1,500	1,000	28,900
Materials Paint	4,000	1,200	350	350	1,500	3,000	1,000	200	11,600
Fencing & Landscaping	2,000	1,700	50	1,000	1,000	2,700	1,700	500	10,650
Cleaning Supplies/Paper Goods	500	200	200	100	250	500	250	50	2,050
Material Glass	-	-	-	-	-	-	-	-	-
Machinery Parts	500	250	350	500	500	450	300	150	3,000
Windows/Roofing/Doors	1,500	-	500	400	5,000	-	-	50	7,450
Uniform/Boots	2,400	2,500	2,500	800	2,000	2,000	850	1,000	14,050
Material Misc.	7,500	2,500	2,200	4,000	4,100	7,500	3,000	1,000	31,800
Stoves/Refrigerators	-	-	-	250	-	-	-	-	250
Door Locks/Strikes	500	2,500	550	1,000	500	1,000	1,200	500	7,750
Material Exterminating	50	150	250	50	200	150	50	50	950
Equipment	2,850	3,000	3,000	2,000	5,250	4,000	2,000	1,000	23,100
Auto & Truck Repair	7,000	7,500	5,500	2,000	4,000	4,000	2,000	2,000	34,000
Vehicle Leasing	43,896	33,948	39,600	9,600	13,200	21,600	18,600	10,800	191,244
Pager/Answering/Cell	3,060	2,000	3,000	1,000	2,900	3,200	1,500	1,000	17,660
Snowblower/Lawnmower repair	2,500	1,000	1,500	1,100	2,000	1,500	500	300	10,400
Elevator Maintenance	-	-	-	-	15,000	12,000	12,000	-	39,000
Welding/Locksmith	2,500	750	250	500	500	1,000	2,500	500	8,500
Contract Plumbing	20,000	6,000	6,500	3,200	5,000	12,000	8,000	2,000	62,700
Contract Electrical	7,000	6,500	6,000	5,000	10,000	10,000	1,500	6,000	52,000
Contract Exterminating	15,000	9,000	13,000	5,500	35,000	35,000	12,000	11,000	135,500
Equipment Repairs	500	500	1,000	400	1,500	750	250	100	5,000
Boiler Repairs	5,000	-	1,000	500	1,000	1,000	500	300	9,300
Contract Misc.	24,600	10,000	14,450	5,500	15,000	17,000	8,500	7,000	102,050
Contract Cleaning/Painting	-	-	-	-	-	-	-	-	-
Repairs for Physical Inspection	-	-	-	-	-	-	-	-	-
Contract Fire & Security Alarm	2,000	1,000	2,000	1,000	10,000	10,000	2,500	1,000	29,500
Safety	10,000	5,000	-	3,000	71,000	53,000	80,000	2,000	224,000
Legal advice on Union Issues	7,500	2,000	5,000	1,000	3,500	4,000	1,500	1,200	25,700
Flooring/Carpeting/Tile	10,000	8,000	15,000	10,000	10,000	10,000	1,000	10,000	74,000
Appliance Repair	-	-	-	250	500	-	150	-	900
Roof Repairs	500	500	-	-	500	-	-	-	1,500
Lawn/Tree Care	28,000	13,000	9,500	6,000	10,000	8,850	1,000	8,500	84,850
Window Screen Repair	5,000	3,500	2,500	5,800	8,000	4,000	3,000	2,500	34,300
Ameresco Utility Procurement	5,778	2,777	5,489	2,000	5,778	6,385	2,000	1,965	32,171
Trash Removal	20,000	70,000	4,000	2,000	40,000	40,000	20,000	-	196,000
Transfer Station	4,000	2,000	2,500	2,200	1,500	1,000	1,000	200	14,400
Payroll Processing Expense	2,650	1,800	2,000	1,000	2,000	2,000	925	1,000	13,375
Property Damage	12,831	8,469	12,190	4,042	12,832	14,179	6,095	4,362	75,000
Extraordinary Repairs	-	-	-	-	-	-	-	-	-
Other General Expense	5,000	-	-	-	-	-	-	-	-
Prior Year Adjustment									5,000
Gain/Loss on sale of Equip	-	-	-	-	-	-	-	-	-
Contingency Expense	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	40,000
Total Expenses	2,498,501	1,688,271	1,661,824	816,766	1,828,204	1,924,785	1,007,798	729,590	12,155,738
Surplus (Deficit)	34,415	20,975	21,969	9,353	42,651	86,715	10,098	13,349	239,526

Manchester Housing Authority Fiscal Year 2024 SRO	
S-8 Single Room Occupancy Program 10/01/24 - 09/30/25	
The Section 8 Moderate Rehabilitation Housing Program consists of 23 units under contract of Section 8 Single Room Occupancy (SRO) Housing. The Manchester Housing and Redevelopment Authority receives a fee of \$109.63 for each unit under contract. Shown below are anticipated income and expenses for the 2024-2025 fiscal year.	
Income	
Administrative Fee	
23 units X 108.03 X 12	30,258
Audit	90
Interest	4,600
HAP Income	139,104
Total Income	174,052
Expenses	
Salaries	9,340
Benefits	5,181
Accrued Sick & Vacation	150
COCC Costs	4,331
Legal	100
Audit	90
Sundry	1,300
Rent Expense	420
PHA-Web Software	200
IT Consulting	175
Criminal Check	60
Vehicle Leasing	150
Contract Misc	700
Insurance	900
Payroll Processing expense	50
HAP Expense	139,104
Total Expenses	162,250
Surplus/(Deficit)	11,802

Manchester Housing Authority Fiscal Year 2024 HCV	
S-8 Housing Choice Voucher Program 10/01/24 - 09/30/25	
Shown below are anticipated income and expenses for the 2022-2023 fiscal year.	
Income	
Administrative Fee	2,255,000
Audit	8,500
Family Self Sufficiency	-
Repayments	10,000
HAP Income	24,500,000
Total Income	26,773,500
Expenses	
Salaries	896,594
Benefits	497,340
Accrued Time	16,000
COCC Costs	415,734
Audit	8,500
Legal	4,000
Travel	50
Sundry Membership	13,000
Sundry Telephone	11,000
Sundry Cellphone pager	3,600
Sundry Training	12,000
Sundry Tuition Reimbursement	-
Sundry Office Supplies	15,000
Sundry Postage	20,500
Sundry Copier Maintenance	7,000
Sundry Advertising	25
Sundry Publications	250
Sundry Gas & Oil	300
Sundry Rentals/Repairs	1,000
Sundry Rent Expense	39,168
Sundry Collection Agency	-
Sundry Other	14,000
PHA-Web Software	11,000
IT Consulting	17,000
Vehicle Leasing	12,500
Contract Misc	40,000
Fees to other PHA	80,000
Criminal Records	5,500
Insurance	80,000
Payroll Processing Exp	3,600
Salary charged to City Program	-
HAP Expense	24,500,000
Total Expense	26,724,661
Surplus/(Deficit)	48,839

Manchester Housing Authority Fiscal Year 2024 Mainstream	
Mainstream Vouchers 10/01/24 - 09/30/25 52 Vouchers	
52 vouchers	
Income	
Administrative Fee	52 Vouchers @109.63 X12
	68,409
Audit	180
HAP Expense	616,236
Total Income	684,825
Expenses	
Salaries	18,679
Benefits	10,361
Accrued Sick & Vacation	1,700
COCC Costs	8,661
Legal	200
Audit	180
Sundry	3,500
Rent Expense	850
PHA-Web Software	300
IT Consulting	350
Criminal Check	150
Vehicle Leasing	312
Contract Misc	1,400
Insurance	2,100
Payroll Processing expense	100
HAP Income	616,236
Total Expenses	665,079
Surplus/(Deficit)	19,746

Manchester Housing Authority Fiscal Year 2024 EHV	
Emergency Housing Vouchers 10/01/24 - 09/30/25 27 vouchers	
Income	
Administrative Fee	25 Vouchers @109.63 x 12
	35,520
Audit	90
Interest	-
HAP Income	315,000
Total Income	350,610
Expenses	
Salaries	9,340
Benefits	5,181
Accrued Sick & Vacation	850
COCC Costs	4,331
Audit	90
Legal	100
Sundry	1,450
Rent Expense	420
PHA-Web Software	200
IT Consulting	175
Criminal Check	600
Vehicle Leasing	180
Contract Misc	650
Insurance	900
Payroll Processing expense	50
HAP Expense	315,000
Total Expenses	339,516
Surplus/(Deficit)	10,258



M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

MEMO

To: Board of Commissioners
From: Catherine Naczas, Executive Director
RE: Loan Agreement between MHRA and Baker Street Development Corp.
Date: September 12, 2024

I have reviewed the attached loan agreement and note for a \$100,000 loan, with a zero percent interest rate and term of 15 years. This loan will be used by Baker Street Development Corp to repay a NH Housing ARPA loan made for the rehabilitation of 75 W. Baker Street. Whereas MHRA desired to see 75 W. Baker Street redeveloped for the benefit of veterans housing, I would recommend that the board authorize the chairman, David Quinn, and Catherine Naczas to execute these loan documents.


Catherine Naczas



LOAN AGREEMENT

THIS LOAN AGREEMENT (the “**Agreement**”) dated this ____ day of September, 2024, by and between Baker Street Development Corporation with an address of _____ (the “**Borrower**”), and Manchester Housing and Redevelopment Authority with an address of _____ (the “**Lender**”),

WHEREAS, Borrower wishes to borrow One Hundred Thousand Dollars (\$100,000.00) from Lender as evidenced by a certain Promissory Note (the “**Note**”) of even date on the terms and conditions referred to more particularly herein, it being agreed by the undersigned, that the purpose of the Note shall be for the rehabilitation of 75 W. Baker Street, a multi-family property consisting of three units for the benefit of veteran families;

WHEREAS, the parties wish to provide in further detail herein the terms on which the Loan to be made hereunder will be administered, and for certain restrictions upon Borrower while any portion thereof remains unpaid;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

1. DEFINITIONS.

For purposes of this Agreement:

1.01 The “Agreement” refers to this Loan Agreement, and to all annexes, schedules and exhibits forming a part of it.

1.02 The “Event of Default” refers to any of the events of default described in Section 6 herein.

1.03 The “Indebtedness” refers to the aggregate principal sum of One Hundred Thousand Dollars (\$100,000.00), or so much thereof as may be outstanding from time to time, together with interest thereon at the rate stated herein, and any other amounts which may become due and payable under the Note or any other Loan Document.

1.04 The “Loan” refers to the \$100,000.00 Loan described in Section 2.01 below.

1.05 The “Note” collectively refers to a certain One Hundred Thousand (\$100,000.00) Promissory Note from Borrower, delivered to evidence Borrower's obligations to the Lender of the Loan.

1.06 The “Loan Documents” refer to the \$100,000 Note, the Loan Agreement, and all other instruments, documents or writings executed or delivered (or to be executed or delivered) by the Borrower to the Lender in connection with this transaction.

2. THE LOAN.

2.01 \$100,000 Loan. The Lender agrees to lend to Borrower the aggregate sum of One Hundred Thousand (\$100,000.00) Dollars. During the Term (hereinafter defined) of the \$100,000.00 Loan, the outstanding principal balance shall bear interest at a rate of zero (0.00%) percent, except in the Event of Default under the terms of the Note or any related Loan Documents.

2.02 Repayment. The terms of repayment are as set forth in the \$100,000 Note.

2.03 Prepayment Penalty / \$100,000.00 Loan. The Borrower shall have the right to prepay the whole or any part of the outstanding principal balance of the Indebtedness on any date during the term of the \$100,000 Loan, provided that any partial prepayment shall not affect Borrower's obligation to continue to make the regularly scheduled monthly payments provided for herein. No prepayment shall affect Borrower's obligation to make any payments of principal and interest required herein

3. DISBURSEMENT OF LOAN PROCEEDS.

The Lender shall disburse loan proceeds of the Loan as follows:

3.01 Closing. The obligation of the Lender to close on the Loan to Borrower in an aggregate amount equal to One Hundred Thousand (\$100,000.00) Dollars which shall be applied to the acquisition of the Premises is subject to the condition (in addition to all other requirements of this Agreement) that each of the following shall have been delivered to or performed with respect to the Lender prior to the closing of the Loan, that the form and substance of each shall be acceptable to the Lender, and that none of them shall be, or shall have been, amended without the consent of the Lende:

- (a) The executed \$100,000 Note;
- (b) Subject to any limitations stated therein or in connection therewith, all financial statements and data and all other documents which have been or shall hereafter be furnished to the Lender to induce it to enter into this Agreement, which do or will fairly represent the financial condition of the Borrower, is or will be accurate, true and complete in all material respects, and do not, or will not mistake a material fact or omit to state a fact which is material to a consideration of a transaction provided herein;
- (c) There is not now pending against the Borrower nor is there threatened, any litigation or any proceedings the outcome of which might adversely affect the financial condition or the continued operation of the Borrower; and
- (d) Such other or further documents, data or information with respect to the Premises satisfactory to the Lender in all respects.

4. REPRESENTATIONS.

4.01 The Borrower represents and warrants that:

- (a) Authority of Borrower. The Borrower has full power and authority to enter into this Agreement and to borrow hereunder, to execute and deliver this Agreement and any other documents the purpose of which are to evidence or secure the Loan and to incur the obligations provided for herein and in the Loan Documents.
- (b) Enforceability of Loan Documents. This Agreement and the Loan Documents constitute the valid and legally binding obligations of the Borrower enforceable in accordance with their terms; provided, that the enforceability of any provisions in the Loan Documents, or any of its rights granted to the Lender pursuant thereto, may be subject to and affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and that the right of the Lender to specifically enforce any provisions of the Loan Documents is subject to general principals of equity;
- (c) No Actions or Suits Against Borrower. There are no actions, suits or proceedings pending or to the knowledge of the Borrower threatened against or affecting the assets of the Borrower, the Premises or the improvements thereon; and to the Borrower's knowledge, the Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court;
- (d) Authority to Execute Documents. The consummation of the transactions hereby contemplated and performance of this Agreement, the Promissory Note, and the other Loan documents will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, Lender loan, or credit agreement or other instrument to which the Borrower is a party or by which either may be bound or affected;
- (e) Liens on Collateral. The Borrower has not made and will not make any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien on the Premises;
- (f) Usury. The Loan is not usurious and the Borrower has no offsets or defenses with respect thereto;
- (g) Compliance. The Borrower shall fully cooperate and adjust for clerical errors, on any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of Lender;
- (h) No Defenses to Loans. The Borrower has no offsets or defenses with respect to the Loan;
- (i) No Pending Litigation. There is not now pending against the Borrower, nor is there threatened, any litigation or any proceedings the outcome of which might adversely affect the financial condition or the continued operation of the Borrower;

- (j) Financial Statements. Subject to any limitations stated therein or in connection therewith, all financial statements and data and all other documents which have been or shall hereafter be furnished to the Lender to induce it to enter into this Agreement or to continue to perform and to make disbursements hereunder, do or will fairly represent the financial condition of the Borrower, is or will be accurate, true and complete in all material respects, and do not, or will not mistake a material fact or omit to state a fact which is material to a consideration of a transaction provided herein; and
- (k) Compliance With Applicable Statutes, etc. The Borrower will maintain compliance, in all material respects, with all statutes, regulations, ordinances, directives, and orders of every federal, state, municipal or other governmental authority which has or claims jurisdiction over it, any of its assets, or any person in any capacity under which it would be responsible for the conduct of such person and does not use any of its assets in violation of any insurance policy carried by it;

5. BORROWER'S AFFIRMATIVE COVENANTS.

During the term of the Loan, Borrower shall:

5.01 Books and Records. Keep proper books of record and account in a manner consistent with past practices in which full, true and correct entries in accordance with generally accepted accounting principles shall be made of all dealings or transactions in relation to Borrower's business and activities.

5.02 Notices. Promptly becoming aware thereof, the Borrower shall give Lender written notice of (a) any event of default as described herein, in the Notes or any related Loan Document, together with a written statement setting forth the details thereof, and the action being taken by the Borrower to remedy same, (b) any material adverse change in the business, operations or condition; financial or otherwise, of Borrower, or the Premises, or (c) the commencement, existence or threat of any proceeding by or before any court or agency against or effecting Borrower which if adversely decided, would have a material adverse effect on the business, operations or condition, financial or otherwise, of Borrower or on Borrower's ability to perform Borrower's obligations hereunder or under the Loan Documents.

5.03 Payments Due Lender. Borrower shall pay promptly when due all amounts due and owing to the Lender under this Agreement.

5.04 Additional Financing. The Borrower shall not borrow any money from any third party or incur additional debt without the prior written approval of the Lender or except as specifically permitted herein. The Borrower shall not loan or provide financing or guarantee any third party obligation of any sort to any third party, except as provided herein, without the prior written consent of the Lender.

6. EVENTS OF DEFAULT.

6.01 Events of Default. The following shall constitute Events of Defaults hereunder:

- (a) failure of Borrower to make any payment required under the terms of the Note or any related Loan Documents on the date said payment is due; or
- (b) the occurrence of any non-monetary default as specified in this Loan Agreement, the Note or any Loan Documents between the Borrower and Lender which is not cured within any applicable grace period provided for herein, if any; or
- (c) the death of either Borrower or sale of all or substantially all of the assets of the Borrower out of the ordinary course of business; or
- (d) if Borrower executes any conditional bill of sale, chattel mortgage, or other security instrument covering any materials, fixtures, or articles incorporated in the Premises or covering articles of personal property placed in the Premises or files a financing statement publishing notice of such security instrument, or if any of such materials, fixtures or articles are not purchased so that ownership thereof will be unconditionally in Borrower, free from encumbrances, on delivery at the Premises, or if Borrower does not produce to Lender upon demand the contracts, bills of sale, statements, receipted vouchers or agreements or any of them, under which Borrower claims title; or
- (e) if at any time any representation or warranty made by the Borrower to Lender shall be incorrect in any material respect when made; or
- (f) if a lien for the performance of work or the supply of materials is recorded against the Premises and remains unsatisfied or unbonded for thirty (30) days; or
- (g) if the Premises is sold, leased, or in any manner encumbered or conveyed without consent of Lender and except as permitted herein; or
- (h) if (i) the Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or (ii) if the Borrower shall fail to obtain a stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of the Borrower within thirty (30) days of said filing, or (iii) if the Borrower shall be adjudged Bankrupt or if a trustee or receiver shall be appointed for the Borrower of the property of either, or (iv) if the collateral securing this Note shall become subject to the jurisdiction of a Federal Bankruptcy court or similar state court; or
- (i) if Borrower executes any mortgage or other security instrument covering the Premises; or
- (j) this Agreement or any Loan Document ceases to be in full force and effect; or

- (k) any of the following acts or omissions by the Borrower: (a) admission in writing that it is unable to pay its debts as such debts become due; (b) making of an assignment for the benefit of its creditors; (c) filing a voluntary petition under Title 13 of the United States Code; (d) filing of any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal Bankruptcy code or any other Bankruptcy or insolvency statute or law; (e) seeking, consenting to or acquiescing in the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Borrower or of all or any substantial party of any of its assets or properties; or
- (l) a transfer of ownership of the Premises or the collateral, or any part thereof, such that it would become vested in a person or entity other than the Borrower without the written consent of Lender. A "Transfer" means the conveyance of the Premises or any collateral securing the Notes or any right, title or interest therein, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract deed attachment, other encumbrances securing the payment of the money, other liens not discharged, or by sale, assignment or transfer of any beneficial interest in the entity holding title to the Premises or the collateral; or
- (m) should the Borrower default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Borrower's property or the Borrower's ability to repay the Loan or perform the obligations under this Agreement or any Loan Document; or
- (n) the Premises is materially damaged or destroyed by fire or otherwise, which casualty is not insured unless the Borrower delivers to the Lender the funds necessary to repair any damage to the Premises.

6.02 Default Remedies.

Upon the occurrence of an Event of Default, the Lender shall have the right in addition to any right or remedies available to it under the Mortgage or other Loan Documents, to:

- (i) Notwithstanding any language contained herein, at the Lender's option, demand that the Note becomes immediately due and payable;
- (ii) At Lender's option, to pay all costs and expenses of maintenance arising therefrom, and to cause the net proceeds from its management to be applied in reduction of the Borrower's indebtedness. Lender's exercise of its powers pursuant to this shall not constitute Lender being a mortgagee in possession, any contrary provision of law notwithstanding;
- (iii) Lender shall have the right to foreclose on the Loan Documents and shall have all other remedies available to Lender at law and in equity;

- (iv) Lender shall have no liability to Borrower upon exercise of Lender's rights hereunder other than (i) to account for net retained proceeds in excess of expenses and payments referred to herein, or (ii) any liability which may arise as a result of the Lender's gross negligence or willful misconduct. All sums expended by Lender pursuant to the rights and remedies granted herein shall be indebtedness of Borrower to Lender and shall be secured by the Loan Documents;
- (v) No failure by Lender to give notice of Lender's election to exercise Lender's rights hereunder or under any other agreement shall operate or be deemed a waiver thereof; nor a continuing waiver thereof; nor shall a failure to give notice on one occasion preclude Lender's right to give such notice of said default at a later time; and
- (vi) In the event of any default of this Loan Agreement, Lender shall be entitled to the recovery from Borrower of all reasonable legal expenses and costs incurred by Lender in protecting its rights under this Loan Agreement or enforcing any of the terms thereof.

7. MISCELLANEOUS.

7.01 Assignment. Borrower shall not assign or transfer Borrower's right or obligation hereunder without the prior written consent of the Lender.

7.02 Lender's Rights to Assign. Lender shall have the right, at Lender's sole discretion at any time or from time to time, to assign the Loan to another investor or lender or invite participants to participate in portions of the Loan and Borrower agrees to execute any documents reasonably requested by Lender in connection with such participation.

7.03 Modifications. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7.04 Notice. All notices, requests, demand, directions and other communications ("notices") under the provisions of this Agreement shall be in writing unless otherwise expressly permitted hereunder and shall be sent by first-class or first-class express mail, or by telex with confirmation in writing mailed first class, in all cases with postage or charges prepaid, and any such properly given notice shall be effective when received. All notices shall be sent to the applicable party addressed, at the addresses provided above, or in accordance with the last unrevoked written direction from any party to the other party hereto.

7.05 Entire Agreement. All representations, statements and agreements heretofore made by and between the parties concerning the Premises are merged in this Agreement, which alone fully and completely expresses their respective obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement made by the other on its behalf.

7.06 Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire.

7.07 Conflict. Where the terms of the Loan Documents and this Agreement conflict, the Loan Documents shall govern.

7.08 Broker. Borrower represents and warrants to Lender that no broker was involved in procuring the Loan in connection with the transactions contemplated hereby and agrees to indemnify and save harmless Lender from and against any and all claims for any brokerage commission arising out of the making of the Loan or the transactions contemplated hereby.

7.09 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement or any loan entered into as a result thereof shall be held invalid or unenforceable in whole or in part in any jurisdiction such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction or other loans.

7.10 Compliance. From time to time upon the request of Lender, Borrower shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Lender may deem necessary or desirable to confirm this Agreement, the Loan to carry out the purpose and intent hereof or to enable Lender to enforce any of its rights hereunder.

7.11 Amendments. Lender and Borrower may from time to time enter into agreements amending, modifying or supplementing this Agreement or the Loan, any other Loan Document or changing the rights of Lender or of Borrower hereunder or thereunder, and Lender may from time to time grant waivers or consents to a departure from the due performance of the obligations of Borrower hereunder or thereunder from time to time, loan to loan. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing and only with respect to the applicable Loan.

7.12 No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of Lender in exercising any right, power or privilege under any of the Loan Documents shall affect any other exercise thereof or exercise of any other right, power or privilege. The rights and remedies of Lender under this Agreement and the Loan Documents are cumulative and not exclusive of any rights or remedies which Lender would otherwise have under the Loan Documents, at law or in equity.

7.13 Enforceability. The interpretation, construction and enforceability of this Loan Agreement shall be governed in all respects by the local laws of the State of New Hampshire without regard to any choice of law principles. Any legal proceedings commenced by Lender or Borrower arising out of any of the transactions or obligations contemplated by this Loan Agreement shall be brought in the State Courts of New Hampshire or such other court as may be necessary to enforce the Lender's rights under this Loan Agreement or in the Collateral. The Lender and the Borrower each irrevocably and unconditionally (i) submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to such jurisdiction, (ii) waive any objection which it may now or hereafter have to the venue of any suit, action or

proceeding brought in such courts, and (iii) waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

7.14 Accounting. Any accounting terms used in this Agreement which are not specifically defined shall have the meanings customarily given thereto in accordance with generally accepted accounting principles.

15. WAIVER BY JURY. THE BORROWER AND THE LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER ANY LITIGATION ANY SPECIAL, EXEMPLARY, ENHANCED COMPENSATORY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

Dated this ____ day of September, 2024.

LENDER:
Manchester Housing & Redevelopment
Authority

WITNESS

David Quinn, Chairman
Duly Authorized

BORROWER:
Baker Street Development Corporation

WITNESS

Catherine Naczas, Secretary
Duly Authorized

PROMISSORY NOTE

\$100,000.00

Date: September __, 2024

Manchester, N.H.

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the undersigned Baker Street Development Corporation of [ADDRESS] (hereinafter "**Borrower**") promises to pay to Manchester Housing & Redevelopment Authority of 198 Hanover Street, Manchester, N.H. (hereinafter "**Lender**"), the sum of One Hundred Thousand (\$100,000) Dollars in principle at a rate of zero (0.00%) percent interest. This Note is due and payable on December 31, 2039.

Following payment of its operating expenses, Borrower annually shall pay all of its remaining net income to Lender by December 31st of each calendar year until the \$100,000 loan balance of this Note has been satisfied.

The Borrower shall have the privilege of prepaying the principal of this Note at any time during the term hereof, without penalty.

If any default shall be made in any payment due under this Note, the Lender shall be entitled to recover in accordance with the remedies or relief as may be permitted by law.

Maturity of all principal and interest due hereunder shall, at the option of Lender and upon thirty (30) days prior written notice to Borrower, be accelerated and such principal and interest be immediately due and payable upon the occurrence of any of the following events of default; (i) failure to pay when due any installment of principal or interest; and (ii) dissolution, insolvency, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Borrower. Borrower will pay all reasonable costs of collection of the indebtedness due hereunder, including reasonable attorney's fees, paid or incurred by Lender, and the same shall constitute a part of the indebtedness represented hereby and be secured by any and all collateral securing this Note.

Borrower and any other persons who are or may become parties to this Note hereby severally waive presentment for payment, demand, protest and all notices or demands of any sort whatsoever with respect to this Note, except as specifically set forth herein, and agree to any extensions of time of payment and partial payments before, at, or after maturity, to the addition or release of any other party or person primarily or secondarily liable, to the release or substitution of any or all collateral and to any other indulgence granted by Lender to any party liable hereon.

This Note may not be amended, modified or changed, nor shall any waiver of any provision hereby be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, or discharge is sought.

No failure by Lender to exercise, or delay in exercising, any right hereunder shall operate as a waiver of such right or any other right hereunder, nor shall any waiver by Lender be construed as a waiver of such right on any future occasion.

If any provision hereof or of any other document securing or related to the indebtedness evidenced hereby is, for any reason and to any extent, invalid or unenforceable, then neither the remainder of the document in which such provision is contained nor the application of the provision to other persons or circumstances, nor any other document referred to herein, shall be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

This Note shall be construed in accordance with the laws of the State of New Hampshire.

WITNESS my hand effective this __ day of September, 2024.

BORROWER:
Baker Street Development Corporation

By: _____
Catherine Naczas, Secretary
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me this ___ day of September, 2024 personally appeared before me Catherine Naczas, who acknowledged that he/she executed this instrument as a free act and deed for the purpose therein contained.

Notary Public/Justice of the Peace

MEMO

TO: Catherine Naczas, Executive Director - MHRA

FROM: Gianni D'Intino, Director of Contracting and Modernization - MHRA

RE: Approving and Authorizing Award of a Contract for MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH

DATE: September 17, 2024

To increase MHRA staff parking capacity and improve security for MHRA staff and Gallen Building residents/visitors, please review award of this contract.

Schroeder Construction Management, Inc. has successfully completed several projects for MHRA and has presented themselves as ready, willing, and capable to undertake this project.

MHRA staff has reviewed the requirements to successfully complete the work with Schroeder Construction Management, Inc. and feels confident they can fulfill the terms of the Project Manual.

Please present this to the Board of Commissioners for review. Thank you.

MEMO

TO: Board of Commissioners

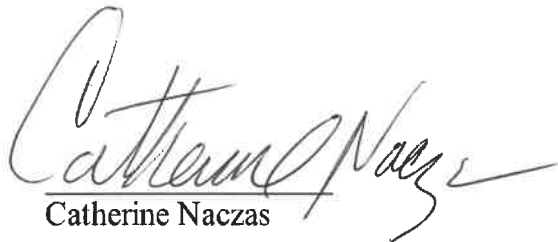
FROM: Catherine Naczas, Executive Director

SUBJECT: Approving and Authorizing Award of a Contract for MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH

DATE: September 17, 2024

I have reviewed the attached and recommend approval.

Thank you.


Catherine Naczas

RESOLUTION NO. _____

APPROVING AND AUTHORIZING AWARD OF A CONTRACT FOR
MHRA Parking Lot Expansion and Site Improvements,
198-200 Hanover Street, Manchester, NH

WHEREAS, the Manchester Housing and Redevelopment Authority solicited three bids for MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH; and

WHEREAS, on August 29, 2024 three bids were received, opened and read aloud as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID AMOUNT</u>
Schroeder Construction Mgmt, Inc.	Nashua, NH	\$537,217.00
JH Spain Commercial Services, LLC	Concord, NH	\$615,309.35
D.L. King and Associates, Inc.	Merrimack, NH	\$712,490.00

WHEREAS, the lowest responsible bid is within the amount budgeted in the Authority's 2023 Capital Fund Grant,

NOW, THEREFORE, BE IT RESOLVED By the Commissioners of the Manchester Housing and Redevelopment Authority as follows:

1. That the lowest responsible bid from Schroeder Construction Mgmt, Inc. in the amount of \$537,217.00 for the MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH be accepted.
 2. That the Executive Director or her designee be authorized and directed to execute said Agreement for MHRA Parking Lot Expansion and Site Improvements, 198-200 Hanover St, Manchester, NH in as many counterparts as may be required.
-

M E M O

TO: Catherine Naczas, Executive Director

FROM: Mike DiSabato, Housing Operations Director

RE: Write-off of Public Housing Unpaid Tenant Rent and Other Charges

DATE: September 12, 2024

Manchester Housing and Redevelopment Authority periodically writes-off certain expenses related to its tenants which have been determined to be uncollectable such as unpaid rent, the cost to repair tenant damages to an apartment and legal fees engaged in an eviction process. These write-offs are necessary to avoid a negative impact on our PHAS score determined by HUD. Writing off these expenses does not preclude further attempts to recover such expenses from the tenant that incurred them.

Write – offs should be completed on a monthly basis. In order to qualify for an expense to be written off it needs to be in collections for a period of six months, unless the resident passed away or moved to a nursing home, in which we would write off the expense the following month.

This is our last write-off to close out FY24 that ends September 30, 2024, a total of \$49,059.99 in such write-offs needs to be approved.

The attached resolution, once approved, authorizes this write-off of these expenses.

MEMO

TO: Board of Commissioners
FROM: Catherine Naczas, Executive Director
SUBJECT: Write-off of Public Housing Unpaid Tenant Rent and Other Charges
DATE: September 12, 2024

I have reviewed the attached and recommend approval.

Thank you.


Catherine Naczas

RESOLUTION NO. _____

**APPROVING AND AUTHORIZING THE WRITE-OFF OF CERTAIN UNPAID
PUBLIC HOUSING TENANT-RELATED EXPENSES**

WHEREAS, Manchester Housing and Redevelopment Authority (MHRA) periodically writes-off certain Public Housing tenant-related expenses; and

WHEREAS, this is our last write-off to close out FY24 that ends September 30, 2024: \$49,059.99 in such tenant-related expenses have been written off:

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Manchester Housing and Redevelopment Authority that the write-off of the above noted expenses is hereby authorized.

WRITE OFFS – September 12th, 2024:

This is our last write-off to close out FY24 that ends September 30, 2024:

- 1) Rent: \$33,345.45
 - a. Deceased: \$2,503.91
 - b. Voluntary/Abandoned Unit: \$20,230.11
 - c. Nursing Home: \$0
 - d. Evictions: \$10,611.73
- 2) Legal Fees: \$1,823.94
- 3) Damages: \$13,890.30

Total Write Offs: \$49,059.99

MINUTES OF THE REGULAR MEETING

OF THE COMMISSIONERS OF THE

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

The Commissioners of the Manchester Housing and Redevelopment Authority met for the Regular Meeting at 198 Hanover Street, in the City of Manchester, New Hampshire on Tuesday, August 20, 2024.

The Chair called the meeting to order, and upon roll call, those present were as follows:

PRESENT

David Quinn	Chair
Stephen Duffley	Vice Chair
Thomas Hickman	Commissioner
Catherine Naczas	Executive Director

ABSENT

Mike Lopez	Commissioner
Andrew Papanicolau	Commissioner

STAFF PRESENT

Mike DiSabato	Housing Operations Director
Gianni D’Intino	Contracting and Modernization Director
Catherine Brown	Leased Housing Director
Mary Ellen Jutras	Real Estate Development and Special Projects Director
Shannon Wright	Human Resources & Administrative Services Director
Regine Pelletier-Tracy	Finance Director
Kris Hall	Resident Services Director
Marie Papineau	Senior Asset Manager

The Chair declared a quorum present.

The Chair introduced Item 2, Public Participation; There were no members of the public present.

The Chair introduced Item 3, Consent Agenda; There were no items for the consent agenda.

The Chair introduced item 4; Minutes of June 18, 2024. The chair stated that if there were no omissions or corrections, he would entertain a motion to accept the minutes of June 18, 2024. Upon motion by Vice- Chair Duffley and seconded by Commissioner Hickman, it was voted to approve the minutes of June 18, 2024.

Upon roll call the “Ayes’ and “Nays” were as follows:

AYES

David Quinn
Stephen Duffley
Thomas Hickman

NAYS

The Chair introduced Item 5; Financial Report. The Finance Director stated that for the month of July 2024, Public Housing ended the month at \$1,207,907, which is \$757,265 above plan and the Section-8 Administrative program ended the month at \$271,083 which is \$131,556 above plan. Next month we will submit the annual budget for the board’s approval.

The Chair introduced Item 6; Capital Fund Projects Report and turned the floor over to the Director of Contracting and Modernization who provided the following project updates:

Kiosk + Gallen Bldg Modernizations

Preparations for placement of epoxy floor underway. Aluminum access ramp installed at rear loading dock will provide mobility-impaired residents building access during lobby floor work. Kiosk interior painting and finish work in process. Exterior siding and roof work will be completed soon.

Burns Bldg – Electrical Upgrades

Work on-going with next building-wide electrical shutdown scheduled for Weds 8/21. Remaining elements of this project include replacement of the stand-by emergency generator.

Elmwood Gardens – Crawl Space waste pipe upgrades

Work on-going with six of twelve buildings (this contract) now completed. Another twelve-building contract will complete waste piping upgrades throughout this 41-building site.

Capital Fund 2024 planned expenditures:

Playground equipment at Elmwood Gardens and Kelley Falls

Elmwood Gardens: 7 building roof upgrade and crawl space waste piping

Kelley Falls: Exterior improvements on two buildings (windows-doors-painting-lighting, etc.)

Kelley Falls: Centralized mailbox facility

Gallen Building: Upgrade of main electrical switchgear and emergency generator-set

Various building envelope upgrades and mechanical modernizations

Commissioner Quinn asked when the Elmwood waste piping project would be completed? The Director of Contracting responded this crawl space work is best described as “extreme plumbing” and the 2-man plumbing crew cannot proceed at too rapid a pace. The plumbers have been averaging two buildings per month which works well for MHRA.

The Chair introduced Item 7., Public Housing Operations and turned the floor over to the Housing Operations Director. The director stated that he was very pleased to present today's occupancy numbers which are as follows: Public Housing is at 98.89%, Assisted Market Rate units are at 97.20% with only 3 vacant units at Tarrytown, down from 6 vacant, and the 5 Tax Credit Buildings are reporting 100% occupancy. These numbers show there is good management oversight along with good teamwork by the staff to continue to turn units over despite the staff shortage due to vacations, illnesses, and vacant positions. The director continued by saying when the crews are not in a vacant unit, they continue to maintain the grounds and work orders from residents.

The Chair introduced Item 8; S-8/HCV Program and turned the floor over to the S-8/HCV Director. As of August 1, 2024, there were 2026 families under lease. This includes 165 veteran families.

There were 13 families that left the program as of the end of July.

29 families have vouchers looking for units to rent.

As of the end of July, the total amount spent to date was \$710,548.00 out of the total \$800,000.00 allotted by the city for the Housing Applicant/Landlord Partnership Program.

Total claims paid out are as follows:

221 security deposits,

239 landlord incentive fees

54 application fees

61 HQS Unit Repair Fees.

MHRA has been awarded \$47,250.00 additional administrative funding for HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program. This additional funding was provided to help more veterans access permanent housing more efficiently.

The funding may be used for

- Landlord incentives/retention payments
- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance

- Utility deposit assistance/utility arrears payments

On June 6, 2024 a waiver was requested to allow for the use of VASH voucher admin fees to include payments to landlords for necessary HQS repairs and damages.

The Chair introduced Item 9; Policy, Compliance and Human Resources and turned the floor over to the Director of Policy, Compliance and Human Resources. The director stated that HR is moving into benefit open enrollment and has a variety of training and employee appreciation events over the last quarter of the year. The Board will be sent information on the events in case they'd like to attend.

The Chair introduced Item 10; Resident Services and turned the floor over to the Resident Services Director. We continue working with the State towards the opening of Congregate Housing Services Programs (CHSP) at the Gov. Hugh Gallen Apartments. We have been delayed due to construction but are looking to be up and running within the next few weeks.

Resident Services continues to work with our Pest Control provider to offer educational presentations. To date we have held eleven presentations. Our last scheduled inspections will be on August 28th. Commissioner Quinn asked what we wanted to accomplish with these presentations and about turnout. The Resident Services Director explained that we want to educate the residents about pests, proper treatment and reporting, and how to stop the spread. I explained that we usually get approximately 10 people at each property, sometimes more and sometimes less.

Again, this year we will be receiving back to school backpacks from the Pack a Pack drive and will be picking them up this week to distribute to the youth in need.

The Chair introduced Item 11., Development Report and turned the floor over to the Managing Director of Real Estate Development and Special Projects for an update on the various projects. At 157 Chestnut Street, the final item (replacing the front door and painting it) was completed last week. Now the final requisition can be submitted. This project will be considered complete with that submission. The Kelley Falls Fencing project began at the very end of July. It is 50% complete with final completion expected around month end. For the Kelley Falls Exterior Renovation Pilot we have been meeting regularly with the architect. We have final drawings and specifications are expected at the end of this week. We hope to put out the package for bid following our review of the specifications.

The Chair introduced Item 12; Executive Director's Report and turned the floor over to the Executive Director. The Executive Director stated that the Commissioners may recall the \$100,000 loan we received from NH Housing to do rehabilitation at 75 W. Baker Street. That loan was due in full on June 30, 2024. The Executive Director tried to negotiate a payment plan with NH Housing whereby MHRA would pay back the loan out of W. Baker Street's net operating income, but NH Housing wanted the loan paid in full on June 30th. Therefore, the Executive Director would like the board's permission to enter into a loan agreement between MHRA and W. Baker Street for the \$100,000 to be paid back to MHRA out of net operating income. Chairman Quinn asked when the loan agreement would start, and the Executive Director stated she would have an agreement for the September 2024 meeting. The Commissioners were fine with this. The Executive Director also reminded the Commissioners that we

would present them with the final Annual Budget at the September 17th meeting. The draft budget has been circulated and if anyone has any questions please do not hesitate to ask. This year will be a fairly simple budget with no new benefits, programs etc. The Executive Director spoke with Senator Shaheen's staff last week and they are already hearing that the federal government will have a continuing resolution for the federal budget. This means that we will once again not know what our income will be until much later in our fiscal year, given that it is an election year, and Congress's holiday recess.

The Chair introduced Item 13; Other Business. The Chair asked the Senior Asset Manager, Marie Papineau if she had anything for the Commissioners. She said no, only to thank Mary Ellen Jutras for her assistance on the Tenant Portal which will allow tenants to complete recertification of income online. This will be a huge benefit to tenants.

The Chair introduced Item 14; Adjournment. There being no further business, Vice-chair Duffley motioned to adjourn. Commissioner Hickman seconded the motion. All were in favor.

Respectfully submitted,
Catherine Naczas, Executive Director

**MHRA - Financial Reporting
Income & Expense Report
S-8 Administrative Income & Expense
Aug-24**

<u>Account Description</u>	<u>2024 Annual Budget</u>	<u>Aug-24 Y-T-D Budget</u>	<u>Aug-24 Y-T-D Actual</u>	<u>Y-T-D Difference</u>	<u>2023 Annual Budget</u>	<u>Aug-23 Y-T-D Budget</u>	<u>Aug-23 Y-T-D Actual</u>	<u>Y-T-D Difference</u>
Fees Earned	2,250,000	2,062,500	2,063,694	1,194	2,050,000	1,879,167	2,164,344	285,177
Other Income	15,261	13,989	116,993	103,003	15,261	13,989	9,038	(4,951)
Total Income	2,265,261	2,076,489	2,180,687	104,197	2,065,261	1,893,156	2,173,382	280,226
Salaries & Benefits	1,330,673	1,219,784	1,181,417	(38,366)	1,170,038	1,072,535	1,064,593	(7,942)
All Other Expenses	709,943	650,781	663,312	12,531	660,222	605,204	585,719	(19,485)
Fees Paid to other housing	57,212	52,444	72,411	19,966	57,212	52,444	57,028	4,584
COVID-19 Expenses	0	0	0	-	0	0	0	
Total Expenses	2,097,828	1,923,009	1,917,140	(5,869)	1,887,472	1,730,183	1,707,340	(22,843)
Net Income/(Loss)	167,433	153,480	263,546	110,066	177,789	162,973	466,042	303,069

* The Fees earned is estimated at the time of budget preparation and is based on vouchers administered. This amount could differ monthly depending on how many vouchers are leased.

**MHRA - Financial
Income & Expense
Public Housing
August 2024**

Program	Account Description	2024	August 2024	August 2024	YTD Variance	2023	August 2023	August 2023	YTD Difference
		Annual Budget	Y-T-D Budget	Y-T-D Actual		Annual Budget	Y-T-D Budget	Y-T-D Actual	
Total AMPS	Dwelling Rent	5,917,476	5,424,353	5,593,377	169,025	5,662,500	5,190,625	5,387,109	196,484
	Subsidy	5,379,074	4,930,818	4,875,838	(54,980)	4,413,498	4,045,707	4,466,807	421,101
	All Other Income	910,471	834,598	981,488	146,890	934,347	856,485	863,176	6,691
	Total Income	12,207,020	11,189,769	11,450,703	260,935	11,010,345	10,092,816	10,717,092	624,276
	Admin & Maint & Benefits	4,703,860	4,311,872	4,213,682	(98,190)	4,229,949	3,877,453	3,600,497	(276,956)
	Tenant Services	182,350	167,154	74,895	(92,259)	164,600	150,883	105,423	(45,460)
	Utilities	2,110,200	1,934,350	1,995,424	61,074	2,026,300	1,857,442	1,897,957	40,515
	Maintenance	1,982,812	1,817,577	1,462,474	(355,103)	1,788,824	1,639,755	1,497,928	(141,828)
	All Other Expenses	2,669,028	2,446,609	2,505,454	58,845	2,541,100	2,329,342	2,226,078	(103,264)
	Extraordinary Maint.	18,000	16,500	4,299	(12,201)	75,000	68,750	28,187	(40,563)
	Total Expenses	11,666,250	10,694,062	10,256,229	(437,833)	10,825,773	9,923,625	9,356,071	(567,555)
	Net Income/(Loss)	540,771	495,706	1,194,475	698,768	184,572	169,191	1,361,021	1,191,830

* Salaries & Benefits are under budget due a couple positions being vacant
And also the fact that the Health insurance increased is as of 01/01/2023

Monthly Property Occupancy Report

<u>Public Housing Property</u>	<u>Total No. Units</u>	<u>Occupied</u>	<u>Vacant</u>	<u>% Occupied</u>
Kelley Falls	132	131	1	99.24%
Gallen Apartments	95	94	1	98.95%
O'Malley Apartments	100	100	0	100.00%
Kalivas Apartments	100	99	1	99.00%
Pariseau Apartments	100	97	3	97.00%
Burns Apartments	121	121	0	100.00%
Elmwood Gardens	200	197	3	98.50%
Scattered Sites	321	316	5	98.44%
<u>TOTAL PUBLIC HOUSING UNITS</u>	1169	1155	14	98.80%
<u>Assisted Market Rate Property</u>				
Tarrytown Road Apts	102	99	3	97.06%
West Baker St	2	2	0	100.00%
Cedar/Chestnut	3	3	0	100.00%

<u>Tax Credit Properties</u>	<u>Total No. Units</u>	<u>Occupied</u>	<u>Vacant</u>	<u>% Occupied</u>
<u>TOTAL ASSISTED MKT RATE UNITS</u>	107	104	3	97.20%
Marygale Apartments	37	37	0	100.00%
Browns School Apts	34	34	0	100.00%
Laurette Sweeney Apts	61	61	0	100.00%
South Main/Log St. Apts	20	19	1	95.00%
Upland Heights	48	47	1	97.92%
<u>TOTAL TAX CREDIT UNITS</u>	200	198	2	99.00%

Total Number of People Served 2,494

Total Number of Veterans Housed 66

Total Number on PH Wait List 4871

Jul-24
Month to Month Comparison

TOTAL VOUCHERS UTILIZED **2026**
TOTAL HCV HOUSEHOLD MEMBERS **4085**

VOUCHERS ISSUED	VOUCHERS EXPIRED	VOUCHERS LEASED	END OF PARTICIPATION
18	0	14	13
VOUCHERS ISSUED TO VETERANS	VOUCHERS EXPIRED FOR VETERANS	VOUCHERS LEASED TO VETERANS	TOTAL NUMBER OF VETERANS HOUSED
1	0	4	165

ADDRESS OF NEW UNITS UNDER LEASE	PORT OUTS/CITY LEASED UP
435 Amory Street # 101	MANCHESTER, NH 03102
600 Maple Street # 004	MANCHESTER, NH 03101
11 Country Club Drive # 2	MANCHESTER, NH 03102
495 Old Wellington Road # 212	MANCHESTER, NH 03104
155 Agnes Street # 207	MANCHESTER, NH 03102
233 Agnes Street # 210	MANCHESTER, NH 03102
193 Agnes Street # 206	MANCHESTER, NH 03102
12 Country Club Drive # 34	MANCHESTER, NH 03102
211 Tarrytown Road # 17	MANCHESTER, NH 03103
225 Tarrytown Road # 13	MANCHESTER, NH 03103
25 Laval Street # 20	MANCHESTER, NH 03102
25 Laval Street # 22	MANCHESTER, NH, 03102
137 Orange Street # 9	MANCHESTER, NH, 03104
138 South Willow Street # 2	MANCHESTER, NH, 03103

Aug-24
Month to Month Comparison

TOTAL VOUCHERS UTILIZED **2020**
TOTAL HCV HOUSEHOLD MEMBERS **4068**

VOUCHERS ISSUED	VOUCHERS EXPIRED	VOUCHERS LEASED	END OF PARTICIPATION
21	5	10	14
VOUCHERS ISSUED TO VETERANS	VOUCHERS EXPIRED FOR VETERANS	VOUCHERS LEASED TO VETERANS	TOTAL NUMBER OF VETERANS HOUSED
4	1	4	165

ADDRESS OF NEW UNITS UNDER LEASE	PORT OUTS/CITY LEASED UP
3 Walnut Street # 1E	MANCHESTER, NH 03104
49 Manchester Street # 17	MANCHESTER, NH 03104
122 Market Street # 3A	MANCHESTER, NH 03101
122 Market Street 1C	MANCHESTER, NH 03101
163 S. Beech Street # 405	MANCHESTER, NH 03103
233 Agnes Street # 306	MANCHESTER, NH 03102
193 Agnes Street # 210	MANCHESTER, NH 03102
233 Tarrytown Road # 28	MANCHESTER, NH 03103
1061 Elm Street # 406	MANCHESTER, NH 03101
519 Union Street # 7	MANCHESTER, NH 03104

HOUSING APPLICANT/LANDLORD PARTNERSHIP PROGRAM

Aug-24

SECURITY DEPOSIT CLAIMS	NUMBER OF LANDLORDS RECEIVING PAYMENTS (This month only)	Y-T-D CLAIMS PAID OUT	PROGRAM TOTAL NUMBER OF TIMES FEES HAVE BEEN PAID
\$ -	0	\$ 216,722.94	232
From Roll Over Funding	\$ -	\$ 216,722.94	
From New Funding (300K)	\$ 10,082.00	\$ 226,804.94	
LANDLORD INCENTIVE FEES	NUMBER OF LANDLORDS RECEIVING PAYMENTS (This month only)	Y-T-D CLAIMS PAID OUT	PROGRAM TOTAL NUMBER OF TIMES FEES HAVE BEEN PAID
\$ -	0	\$ 159,000.00	250
From Roll Over Funding	\$ -	\$ 159,000.00	
From New Funding (300K)	\$ 8,500.00	\$ 167,500.00	
APPLICATION FEES	NUMBER OF LANDLORDS RECEIVING PAYMENTS (This month only)	Y-T-D CLAIMS PAID OUT	PROGRAM TOTAL NUMBER OF TIMES APPLICATION FEES HAVE BEEN PAID
\$ -	0	\$ 2,048.20	55
From Roll Over Funding	\$ -	\$ 2,048.20	
From New Funding (300K)	\$ 30.00	\$ 2,078.20	
HQS UNIT REPAIR FEES	NUMBER OF LANDLORDS RECEIVING PAYMENTS (This month only)	Y-T-D CLAIMS PAID OUT	PROGRAM TOTAL NUMBER OF TIMES HQS UNIT REPAIR FEES HAVE BEEN PAID
\$ -	0	\$ 72,216.86	61
From Roll Over Funding	\$ -	\$ 72,216.86	
From New Funding (300K)	\$ -	\$ 72,216.86	
CIP #811222 Funds Paid out YTD		\$ 449,988.00	
CIP# 811222 Roll Over Funding Paid Out YTD		\$ 7,439.55	
CIP# 811222 Admin Fees YTD		\$ 50,012.00	
CIP#811222 Total Project Expenditure YTD		\$ 500,000.00	
CIP#811222 Roll Over Funding Available		\$ 15,803.11	
CIP#611224 New Funding Paid Out (300K)		\$ 220,359.58	
CIP# 611224 Admin Fees YTD		\$ 10,000.00	
CIP#611224 Total Project Expenditure YTD		\$ 230,359.58	
Total of Funding Paid w/o Roll Over YTD		\$ 730,359.58	
Total Funding Paid with Roll Over YTD		\$ 727,799.13	
Total Funding Available (Including Available Roll Over)		\$ 85,443.53	



M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

MEMO

To: Board of Commissioners
From: Catherine Naczas, Executive Director
Re: Federal Budget

Commissioners,

Each year the federal government is tasked with passing a federal budget by September 30th of each year. As has been the case for the last several years, Congress has failed to pass a budget in a timely fashion and has instead passed continuing resolutions which allows the government to continue to operate until a budget can be passed.

This year is no exception. However, this year attached to the continuing resolution is a bill called the Save Act, which will require people registering to vote to have proof of citizenship in order to register. Unfortunately, due to political reasons, unless the Save Act is removed from the legislation, Speaker Johnson may not have the votes to get the continuing resolution passed. This would inevitably push the federal government into a shut down.

In light of this possibility, I thought it prudent to look at all of our reserves, and to shock our budget with a 1% increase in income and a 3% increase in expenses over the next 5 years. By shocking the budget in this manner, I wanted to ensure that with little to no real increase in income over the next five years, MHRA would be able to continue to operate as it is presently. This spreadsheet is attached to this memo.

My analysis shows that with our reserve position, all programs will be able to operate over the next five years should the federal government pass minimal increases in program income. Please note that public housing reserves may be moved between AMPS.

Public Housing
Shocked Budget with 1% income increase and a 3% Expense increase over the next 5 Years

	2026 YEAR 1	2027 Year 2	2028 YEAR 3	2029 YEAR 4	2030 YEAR 5	Net Income over the 5 years	Availabe Reserve After 4 months Requirements	Reserve Balance
AMP 1								
Income	2,558,245.16	2,583,827.61	2,609,665.89	2,635,762.55	2,662,120.17			
Expense	2,573,455.00	2,650,658.65	2,730,178.41	2,812,083.76	2,896,446.27			
Net Profit or Loss	(15,209.84)	(66,831.04)	(120,512.52)	(176,321.22)	(234,326.10)	(613,200.72)	807,953.00	194,752.28
AMP 2								
Income	1,726,338.46	1,743,601.84	1,761,037.86	1,778,648.24	1,796,434.72			
Expense	1,738,920.16	1,791,087.76	1,844,820.40	1,900,165.01	1,957,169.96			
Net Profit or Loss	(12,581.70)	(47,485.92)	(83,782.53)	(121,516.77)	(160,735.24)	(426,102.16)	109,236.09	(316,866.07)
AMP 3								
Income	1,700,630.93	1,717,637.24	1,734,813.61	1,752,161.75	1,769,683.37			
Expense	1,711,678.72	1,763,029.08	1,815,919.95	1,870,397.55	1,926,509.48			
Net Profit or Loss	(11,047.79)	(45,391.84)	(81,106.34)	(118,235.80)	(156,826.11)	(412,607.89)	431,091.34	18,483.44
AMP 4								
Income	834,380.19	842,723.99	851,151.23	859,662.74	868,259.37			
Expense	841,268.98	866,507.05	892,502.26	919,277.33	946,855.65			
Net Profit or Loss	(6,888.79)	(23,783.06)	(41,351.03)	(59,614.58)	(78,596.28)	(210,233.74)	(267,736.89)	(477,970.63)
AMP 5								
Income	1,889,563.55	1,908,459.19	1,927,543.78	1,946,819.22	1,966,287.41			
Expense	1,883,050.12	1,939,541.62	1,997,727.87	2,057,659.71	2,119,389.50			
Net Profit or Loss	6,513.43	(31,082.44)	(70,184.09)	(110,840.49)	(153,102.09)	(358,695.69)	1,716,052.85	1,357,357.16
AMP 8								
Income	2,031,615.00	2,051,931.15	2,072,450.46	2,093,174.97	2,114,106.72			
Expense	1,982,528.55	2,042,004.41	2,103,264.54	2,166,362.47	2,231,353.35			
Net Profit or Loss	49,086.45	9,926.74	(30,814.08)	(73,187.51)	(117,246.63)	(162,235.03)	876,668.30	714,433.28
AMP 15								
Income	1,028,074.96	1,038,355.71	1,048,739.27	1,059,226.66	1,069,818.93			
Expense	1,038,031.94	1,069,172.90	1,101,248.09	1,134,285.53	1,168,314.09			
Net Profit or Loss	(9,956.98)	(30,817.19)	(52,508.82)	(75,058.87)	(98,495.17)	(266,837.02)	504,904.33	238,067.31
AMP 16								
Income	750,368.39	757,872.07	765,450.79	773,105.30	780,836.36			
Expense	751,477.70	774,022.03	797,242.69	821,159.97	829,371.57			
Net Profit or Loss	(1,109.31)	(16,149.96)	(31,791.90)	(48,054.67)	(48,535.22)	(145,641.05)	474,923.28	329,282.23
Total Reserve needed for all AMPS over the next 5 Years						(2,595,553.30)	4,653,092.30	2,057,539.00
Total Reserve Availabe to Spend for AMPS only after keeping the 4 months Requirements						4,653,092.30		
Left over reserve after the 5 year scenario								2,057,539.00

Reserve can be transferred between AMPS

Section-8**Shocked Budget with 1% income increase and a 3% Expense increase over the next 5 Years**

	2026 YEAR 1	2027 Year 2	2028 YEAR 3	2029 YEAR 4	2030 YEAR 5	Net Income over the 5 years	Reserve Available	Reserve Balance
Section-8								
Income	2,296,235.00	2,319,197.35	2,342,389.32	2,365,813.22	2,389,471.35			
Expense	2,291,400.83	2,360,142.85	2,430,947.14	2,503,875.55	2,578,991.82			
Net Profit or Loss	4,834.17	(40,945.50)	(88,557.82)	(138,062.34)	(189,520.47)	(452,251.96)	3,344,359.14	2,892,107.18
SRO								
Income	35,297.48	35,650.45	36,006.96	36,367.03	36,730.70			
Expense	23,840.38	24,555.59	25,292.26	26,051.03	26,832.56			
Net Profit or Loss	11,457.10	11,094.86	10,714.70	10,316.00	9,898.14	53,480.81	177,962.24	231,443.05

