



REGULAR BOARD MEETING

January 26, 2022

6:00 p.m.

Zoom Conference

AGENDA

1. Approve Minutes of the Special COC Board Meeting of January 6, 2022
2. Public Comment
3. Board Committee Reports
 - HR Committee Meeting
 - Operations Committee Meeting
 - Finance Committee Meeting
4. Report from Executive Director
5. Strategic Overview from Chief Executive Officer
6. Board Discussion – What can we learn from recent apartment fires?
7. Resolutions:
 - 22-02 Approval of Updated Allocation and Services Agreement Between Charter Oak Communities and Rippowam Corporation
8. Executive Session
 - Legal Matters, Real Estate Items, Personnel Items

MINUTES OF THE SPECIAL BOARD MEETING OF
THE COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF STAMFORD
JANUARY 6, 2022

A Special Board meeting of the Commissioners of the Housing Authority of the City of Stamford was held using a remote connection meeting platform- Zoom on Thursday, January 6, 2022.

Commissioner Rutz called the meeting to order at 5:14 p.m.

A. Attendees

Present:	Rich Ostuw	Absent: Bianca Shinn-Desras
	Susan Rutz	Courtney Nelthropp
	Sheila Williams-Brown	
	Lester McKoy	

Advisory Board Member: Ronice Latta

Staff Members Present: Vin Tufo
Sam Feda
Jacqueline Figueroa
Jonathan Gottlieb
Jamie Perna
Lisa Reynolds
Sam Feda
Megan Shutes
Peter Stothart
Janice Tantimonico
Christine Young
Chris Warren

B. Approval of Minutes - Approval of minutes of the Annual Board Meeting of December 8, 2021

➤ Commissioner Ostuw moved, Commissioner McKoy seconded

The minutes were approved.

Ayes:	Susan Rutz	Nays:	None
	Rich Ostuw		
	Lester McKoy		
	Sheila Williams-Brown		

C. Resolutions

22-01: Authorize the Housing Authority of the City of Stamford d/b/a Charter Oak Communities (“HACS”) to enter into a certain ground lease with LHT4 Limited Partnership (the “Partnership”), and authorize the Seller Loan, the HACS Reserves Loan, the Sponsor Loan and the Fee-in-Lieu Loan (each as hereinafter defined) to the Partnership all in connection with the redevelopment of Phase 4 of Lawnhill Terrace (the “Project”).

➤ Commissioner Ostuw moved, Commissioner Williams-Brown seconded.

The resolution was passed.

Ayes:	Susan Rutz	Nays:	None
	Rich Ostuw		
	Lester McKoy		
	Sheila Williams-Brown		

D. Executive Session

No Executive Session was held.

E. Adjournment

At 5:33 p.m., after a motion duly made by Commissioner Ostuw and seconded by Commissioner Williams-Brown, the Board meeting was adjourned.

Natalie Coard
Executive Director

Agenda

Human Resources Committee Meeting

January 25, 2022

4:15 p.m.

1. Recruitment Update
 - a. Retirement
 - b. Promotions
 - c. New Hires
 - d. Open Positions
 - e. Employee Referral Bonus Program Update
2. Employee Communication
3. Local 145 Scofield one-year collective bargaining agreement extension
4. Vaccination Policy Update

Agenda

Operations Committee Meeting

January 25, 2022

4:45 PM

1. Rent Relief/UniteCT
2. December Accounts Receivable Status
3. HCV- HUD waivers
4. COVID Resources
 - a. Test kit/Mask Distribution
5. Fire Safety
 - a. Staff Update on Work Order Procedures
 - b. Fire Safety Flyer Distributed to Residents
 - c. Range Hood Fire Suppressors
6. Quintard Manor Lobby Refresh
7. Procurement Activity
 - a. Clinton Manor Office Renovation
 - b. Capital Fund Contracts update
 - c. CDBG Applications/Projects
 - d. Upcoming RFP's

Agenda

Finance Committee Meeting

January 25, 2022

5:15 p.m.

1. Annual Review of the MAE/RC Financial Model – Sam
2. Audit Overview – Darnel
3. Other

**HOUSING AUTHORITY OF THE CITY OF STAMFORD
D/B/A CHARTER OAK COMMUNITIES**

22 Clinton Avenue
Stamford, Connecticut 06901

Board Meeting Date: January 26, 2022

Resolution Number: 22-02

RESOLUTION

Subject: Approval of Updated Allocation and Services Agreement Between Charter Oak Communities and Rippowam Corporation

Background: See attached Agreement.

Resolution: **BE IT RESOLVED BY THE COMMISSIONERS OF CHARTER OAK COMMUNITIES THAT THE ALLOCATION AND SERVICES AGREEMENT BETWEEN CHARTER OAK COMMUNITIES AND RIPPOWAM CORPORATION BE APPROVED AND THAT THE CHIEF EXECUTIVE OFFICER OF CHARTER OAK COMMUNITIES BE AUTHORIZED TO EXECUTE AND IMPLEMENT THE AGREEMENT.**

Vincent J. Tufo
Staff Member Submitting Report

Allocation and Services Agreement

Revised 12-2021

This Revised Allocation and Services Agreement (the "Agreement") is entered into as of this 26th day of January 2022 by and between the Housing Authority of the City of Stamford, a body corporate and politic organized pursuant to the Connecticut Housing Authorities Law (the "Enabling Act"), d/b/a Charter Oak Communities (COC), and the Rippowam Corporation ("Rippowam"), a Connecticut non-profit corporation (collectively, the "Parties"). This Agreement shall be effective for the period commencing on February 1, 2022, and ending on January 31, 2026, and renewable thereafter subject to any applicable restrictions under regulation or statute.

Recitals

WHEREAS the mission of COC is to provide safe, decent and sanitary housing for persons of low and very low income in accordance with the Enabling Act and the Housing Act of 1937, as amended, and to engage in a variety of community development and community building activities; and

WHEREAS Rippowam is a Connecticut non-profit corporation created by COC to provide development and operational services relating to the COC Portfolio and Rippowam Portfolio, and other development efforts, and to provide asset management and related services and operational support to the COC and Rippowam portfolios; and

WHEREAS Rippowam and COC each performs services which benefit the other;

WHEREAS Rippowam will be providing development services to implement the various development and redevelopment efforts of interest to COC, including acting, through multiple wholly owned for-profit subsidiaries, as the general partner in owner entities created to eventually own all the residential developments in the COC portfolio as well as the Rippowam portfolio, and will be providing asset management and related services and operational support to COC; and

WHEREAS this Agreement is intended to set forth the understanding between COC and Rippowam concerning their respective duties regarding these various efforts and to identify those services for which compensation may be required;

NOW, THEREFORE, in consideration of their respective promises, and for other good and valuable consideration, Rippowam and COC agree as follows:

I. Division of Duties as Between COC and Rippowam

1.1 Administration. Rippowam shall have primary responsibility for the project administration of funds received for development projects. COC shall be responsible for the financial administration of funds received for development projects. COC shall be

responsible for administrative functions that are required to be performed only by a public housing authority. COC's additional duties hereunder are further described in Exhibit A of this Agreement, which is deemed incorporated into this Agreement as if fully set forth herein.

1.2 Rippowam Responsible for Phase-Specific Development Activities. Pursuant to this Agreement, Rippowam is responsible for carrying out both off-site and on-site development activities and related development efforts, and for providing asset management and related services and providing occasional operational support to COC. COC hereby assigns to Rippowam COC's right to perform the development services described in any Master Development Agreement between COC and any external funding source. It is COC's intention that Rippowam, through wholly owned for-profit subsidiaries, shall act as the general partner or managing member in owner entities created for development efforts. Rippowam's duties hereunder are further described in Exhibit B of this Agreement, which is deemed incorporated into this Agreement as if fully set forth herein. COC and Rippowam agree that Rippowam will receive all development fees described as due to the Authority pursuant to any Master Development Agreement or approved development budget as payment for its development services and for asset management services. Rippowam shall also receive limited surplus cash from the operations of certain development projects in the Rippowam portfolio after payment of all project expenses including loan repayments. Such fees shall be used by Rippowam for purposes consistent with any applicable use restrictions.

II. Allocation & Reimbursement Methodology

Exhibit C, which is deemed incorporated as if fully stated herein, contains the allocation and reimbursement plan ("Allocation and Reimbursement Plan") agreed to by the Parties.

III. Default

COC has assigned the right to perform certain development services and COC's interest in its share of the development fees as described in any applicable Master Development Agreement or financing plan based on Rippowam's promise to use a portion of such development fees or other revenue to reimburse COC for the costs described at Section II of this Agreement and to enable Rippowam to carry out housing and community development activities in furtherance of the Parties' mutual mission to expand and preserve low income housing and improve the quality of life in the City of Stamford. If Rippowam does not utilize funds provided herein for such purposes, it shall be deemed in default hereunder and the funds shall be returned to COC.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

**HOUSING AUTHORITY OF THE CITY
OF STAMFORD d/b/a Charter Oak
Communities**

By: _____
Name: Vincent J. Tufo
Title: Chief Executive Officer

RIPPOWAM CORPORATION

By: _____
Name: Jonathan Gottlieb
Title: President

Exhibit A

List of COC Duties

- 1. Corporate Service Group (MAE) Support:** Provide RC with all standard administrative support for Human Resources, Finance, Information Technology, Risk Management and Administration. These include basic activities like payroll, benefits administration, accounts payable, treasury/investments, technology support, employee training and activities, RC Board agendas/minutes, etc. Expanded Financial and Accounting Activities are provided separately through a Memorandum of Understanding (MOU) between the MAE and RC.

Exhibit B

List of Rippowam's Duties

1. **Program Planning:** In consultation with the COC, residents and the broader community, develop, and obtain approval for, Revitalization Plans (RP's) which address COC's goals and objectives, result in viable and sustainable communities and attract households with a broad range of incomes to new or rehabbed developments. Program planning will encompass social services, community services, economic development, resident self-sufficiency, vocational development, and other components of approved RP's
2. **Schedules:** Prepare and maintain all schedules and budgets for each phase and component of all projects. Update schedules as frequently as necessary and advise COC on matters of performance by the various service providers relative to approved schedules.
3. **Financial Structuring:** Create, update, and obtain approval as needed, for comprehensive, feasible development and operating budgets. Monitor projects from pre-development through close-out to ensure compliance with approved development budgets and provide asset management services during operations to ensure sustainable availability of housing resources. Prepare and submit reports and updates to funding sources, COC, and others as required
4. **Coordination and Reporting:** Coordinate all development activities with COC. Submit to the Rippowam Board of Directors monthly project status and implementation activity reports. Ensure consistency of reporting regarding any developments managed by COC or to which COC personnel are assigned
5. **Asset Management and Operational Support:** Provide asset management services for the COC and Rippowam portfolios of properties, evaluate prospective development opportunities, and provide operational support to COC as requested.
6. **Community and Supportive Services:** Within applicable budget limitations, develop and implement a successful community and supportive services program.
7. **Resident and Stakeholder Participation:** Work with COC, residents, and stakeholders including the City of Stamford, to foster their connection with, and support for, the various development efforts. Facilitate and foster the involvement of resident representatives and the larger Stamford community in the development, refinement, and implementation of RP's. COC and Rippowam are committed to the significant and meaningful involvement of residents in all aspects of community revitalization.
8. **Neighborhood Reinvestment:** Work closely with the city and private interests to accomplish necessary collateral revitalization activities including infrastructure

changes, civic facilities improvements, commercial revitalization, economic development, and private residential investment.

9. **Relocation:** Prepare and implement any relocation plans that may be required in connection with the various development efforts, in compliance with any applicable federal, State, or local requirements

10. **Special Projects:** From time to time the Rippowam will assist COC in the performance of special projects and tasks as may be required in the interest of the planning and implementation of the various development and community revitalization efforts or provide other benefit to COC. Upon advance mutual agreement, RC staff costs associated with special projects that provide direct value to COC, may be reimbursed in accordance with the policy.

Exhibit C

Allocation and Reimbursement Plan

A. ALLOCATION OF OVERHEAD EXPENSES TO BE PAID TO COC BY RIPPOWAM

Salaries and Benefits

Rippowam will fund the total cost of Rippowam staff salaries and benefits, directly from Rippowam funds. Rippowam will also directly pay its office space rent and any invoices for indirect expenses that are attributable to Rippowam. Costs for direct expenses utilized exclusively by Rippowam but provided through, or invoiced to, COC, such as office equipment and supplies, software usage (allocated), copiers, and telephone will be charged to Rippowam. No separate mark-up shall be applied to such charges.

Ongoing, Occasional or Variable Support Services

Costs for Corporate (MAE) support services provided to Rippowam by COC on an ongoing or as-needed basis are included as part of the shared service agreement, and no additional cost for these services shall be charged to Rippowam Corporation. However, expanded financial and accounting activities that are outlined in the MOU between COC and RC shall be billed to RC and paid to COC on a quarterly basis. If a COC employee provides additional services above and beyond those identified as shared services, then the total hourly cost (salaries and benefits) of the COC employee(s) providing services shall be billed by COC and paid by RC. Whenever possible, advance agreements for these added services shall be agreed upon between COC and RC before services are performed. Billing backup shall include a description of the services performed, estimated costs of the services benefitting Rippowam. For services performed by third parties but provided through, and/or invoiced to, COC, the cost shall be the portion of the services attributable to Rippowam in accordance with standard proration formulas which may be based on number of employees, number of units, or another methodology).

B. ALLOCATION OF EXPENSES FOR SERVICES PROVIDED TO COC BY RIPPOWAM

Section I of this agreement describes sources of payment to Rippowam from developer fees and project operations. COC and/or the developments may compensate Rippowam for asset management activities or for performing functions beneficial to COC not directly related to Rippowam development projects (i.e., specialized services). Such compensation will be provided at the sole discretion of COC and is to be based on COC's assessment of the value of the provided services. Any additional asset management fees charged to developments will be approved as part of the Budget process and charged quarterly.

C. SCHEDULE AND METHOD FOR REIMBURSEMENT

COC will invoice Rippowam within thirty days after the close of each fiscal quarter in which costs were incurred. Upon approval, Rippowam will reimburse COC via a Journal Entry for all invoiced charges within thirty days after receipt of a quarterly invoice, unless one or more charges is in dispute.

D. EMPLOYEES PROVIDING REGULAR SERVICES TO BOTH COC AND RIPPOWAM

If an employee of either COC or RC spends a consistent portion of their work time on activities that directly benefit the other party, COC and RC may agree to share in the compensation of such employee. A quarterly Journal Entry shall be prepared to record this transfer between entities. The CEO (a RC employee) provides regular services and oversight to each entity and the CEO's salary and benefit costs are shared equally between COC and RC. As of 1/1/2022, 25% of all labor costs for the President of Rippowam Corporation, shall be charged to COC to reflect the on-going contributions and activities performed on behalf of COC.