

MINUTES

COPY RECEIVED
DATE: 3/7/17
TIME: 3:35pm
TOWN CLERK'S OFFICE

Seymour Housing Authority

➤ 971st Meeting

The 971st Meeting, a Regular Meeting of the Seymour Housing Authority, was held on February 8, 2017 at the **Smithfield Gardens Assisted Living Facility**, in the **Multipurpose Room** located at **26 Smith Street** Seymour, Connecticut and was called to order at 5:32 P.M. by Chairperson White.

➤ Roll Call

Answering the Roll Call were Commissioners Bellucci, Dota, Golebieski, Horelick, and White.

Also present was Executive Director David Keyser and Attorney Gregory Stamos.

➤ Public Comment Session

None

➤ Previous Meeting Minutes

Chairperson White introduced the previous meeting minutes of the 970th Annual Meeting held on January 4, 2017.

Commissioner Bellucci motioned to accept the minutes of the 970th Regular Meeting. Commissioner Dota seconded the motion. Chairperson White acknowledged the motion and its second and asked all in favor of the motion to vote aye. Voting aye were Commissioners Bellucci, Dota, Horelick, Golebieski and White. Chairperson White declared the motion carried and the minutes accepted as presented.

Bills & Communications

As a result of the Bills listing being excluded from the packet, Commissioner Bellucci motioned to table the Bills to later in the meeting when the listing will be available. Commissioner Dota seconded the motion. Chairperson White acknowledged the motion and its second and asked all in favor of the motion to vote aye. Voting aye were Commissioners Bellucci, Dota, Horelick, Golebieski and White. Chairperson White declared the motion carried and the minutes accepted as presented.

Executive Director's Report

See Exhibit II

MINUTES

Bills & Communications

Having received the Bills listing, Chairperson White introduced the Bills. (See Exhibit I).

Commissioner Bellucci motioned to approve the bills as presented and authorize payment of the bills. Commissioner Horelick seconded the motion. Hearing no further discussion, Chairperson White acknowledged the motion and its second and asked all those in favor of the motion to signify by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, Horelick and White. Chairperson White declared the motion carried and the bills approved for payment as presented.

There were no communications presented.

➤ Old Business

Dominic Bellucci asked if there was any progress with Comcast of Direct TV. The Executive Director responded that he was still in negotiation.

New Business

Chairperson White introduced the Memorandum of Agreement with BH Care for Management and operation of the proposed 6 unit youth program at 34 Smith Street. He stated that this was necessary as part of the application to the State of Connecticut for the development funds. (See Exhibit III)

Attorney Stamos also reviewed the relationship this MOA would set up. He commented that a section referring to the property management would need to be to identify the Seymour Housing Authority as the chosen property manager. The Executive Director stated that he would further negotiate that section to include the Seymour Housing Authority as the property manager.

After some further brief discussion, Commissioner Horelick motioned to accept the Memorandum of Agreement with BH Care for the development and management of 34 Smith Street for the Youth housing program with the corrections to include Seymour Housing Authority as the Property Manager and to authorize the Executive Director to negotiate and sign the Agreement. Commissioner Dota seconded the motion. Chairperson White acknowledged the motion and its second and asked all those in favor of the motion to signify by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, Horelick and White. Chairperson White declared the motion carried.

Chairperson White introduced the proposed Smoke Free Public Housing Policy. The Executive Director reminded the Board that on November 29, 2016 HUD announced its final Rule/Regulation on Smoke Free Public Housing. He stated that he had worked on policy with Attorney Stamos and presented a draft policy. (See Exhibit IV)

MINUTES

Commissioner Bellucci motioned to adopt the proposed Smoke Free Public Housing Policy as presented. Commissioner Dota seconded the motion. Brief discussion followed and Commissioner Bellucci asked if the Block Watch would be implementing watch over the adopted Policy. The Executive Director responded that he didn't believe it appropriate for residents to get directly involved with an offending smoker. He stated that he believed a more effective manner of addressing someone smoking in a prohibited area would be to use the complaint form we currently use for other complaints. Staff will follow up in the usual manner and enforce the lease in a manner consistent with this Smoke Free Policy. Hearing no further comments, Chairperson White acknowledged the motion and its second and asked all those in favor of the motion to signify by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, Horelick and White. Chairperson White declared the motion carried.

Chairperson White introduced action steps to determine Criminal Records processing. (See Exhibit V).

The Executive Director stated that the Board adopted the management of criminal records policy in a prior meeting. He commented that this document is more about procedure. He stated that procedure has been provided by the State Police.

Commissioner Horelick motioned to adopt the proposed steps to determine Criminal Records Processing procedures as presented. Commissioner Dota seconded the motion. Discussion followed and Commissioner Dota asked if the Seymour Housing Authority was "easing" its screening criteria. The Executive Director stated that we are still screening for all of the items that we traditionally screen for including criminal records. He stated that the change here does not affect the screening procedure. He stated that this proposed policy dictates the way we keep the records on the records received. He stated that we are being encouraged to review any response by an applicant deemed ineligible for criminal activity if they can show they are participating in correction or court appointed programs. Hearing no further comments, Chairperson White acknowledged the motion and its second and asked all those in favor of the motion to signify by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, Horelick and White. Chairperson White declared the motion carried.

➤ Executive Session

None

Any Other Business

None

MINUTES

Adjournment

At 6:13 P.M. Chairperson White asked for a motion to adjourn the 971st Meeting of the Seymour Housing Authority. Commissioner Bellucci motioned to adjourn the meeting. Commissioner Horelick seconded the motion. Chairperson White acknowledged the motion and its second and asked all those in favor of the motion to signify by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, Horelick and White. Chairperson White declared the motion carried and the 971st Meeting, a Regular Meeting, duly adjourned.

Submitted by:



David J. Keyser,
Secretary and Executive Director

Minutes Exhibit I

Seymour Housing Authority General Ledger Cash Payment/Receipt Register Revolving Fund

Filter Criteria Includes: 1) Project: Revolving Fund, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: Naugatuck Valley Savings & Loan, Bank Account: 0615014177, GL Account: 1000

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|-----------------------------------|---------------------------------------|----------------|---------------|
| 1 | 01/05/2017 | No | DD | SHA PAYROLL | Payroll #1 | No | \$29,667.33 |
| 2 | 01/19/2017 | No | DD | SHA PAYROLL | Payroll #2 | No | \$29,649.02 |
| 179 | 01/23/2017 | No | CHK | VSP | Jan's Payment | No | \$62.86 |
| 9042 | 01/03/2017 | No | CHK | Callahan House Association | To cover ROSS payroll 1.5th | No | \$2,692.30 |
| 9043 | 01/04/2017 | No | CHK | Seymour/Oxford Rotary | Susan Horelick | No | \$125.00 |
| 9044 | 01/06/2017 | No | CHK | Aegis Energy Services, Inc. | Cogeneration Maintenance Invoice - | No | \$1,444.51 |
| 9045 | 01/06/2017 | No | CHK | Aflac Attn: Remittance Processing | Acct#DHF89 | No | \$392.26 |
| 9046 | 01/06/2017 | No | CHK | American Rooter LLC | Work order#38552 - Checked for clo | No | \$744.00 |
| 9047 | 01/06/2017 | No | CHK | Apicella, Testa & Company, P.C. | November Billing - Client# 2999.1 | No | \$825.00 |
| 9048 | 01/06/2017 | No | CHK | Aquarion Water Company | Acct# 200086434 | No | \$920.13 |
| 9049 | 01/06/2017 | No | CHK | Aquarion Water Company | Acct# 200086423 | No | \$1,399.47 |
| 9050 | 01/06/2017 | No | CHK | Banner Group Systems Inc. | Paper products | No | \$382.60 |
| 9051 | 01/06/2017 | No | CHK | Buddy's Fuel, LLC | Work order#38170 - Annual Furnace | No | \$880.00 |
| 9052 | 01/06/2017 | No | CHK | Cbs Bloom's Business Systems | Serv. 9.20.16 - 12.20.16 | No | \$23.85 |
| 9053 | 01/06/2017 | No | CHK | Comcast | Acct#8773 40 216 0178014 | No | \$85.85 |
| 9054 | 01/06/2017 | No | CHK | Comcast | Acct#8773 40 216 017 4468 | No | \$84.90 |
| 9055 | 01/06/2017 | No | CHK | CSC Service Works | Laundry Cards | No | \$278.81 |
| 9056 | 01/06/2017 | No | CHK | Europa Enterprises, LLC | Work order#37769 - prep and paint | No | \$4,480.00 |
| 9057 | 01/06/2017 | No | CHK | Eversource | Acct#51509664074 - 133 Walnut Str | No | \$18.32 |
| 9058 | 01/06/2017 | No | CHK | Ferguson & McGuire/APS | Public Official 12/19/2016 - 12/19/20 | No | \$4,718.00 |
| 9059 | 01/06/2017 | No | CHK | G&K Services | Uniforms | No | \$208.36 |
| 9060 | 01/06/2017 | No | CHK | Gregory Stamos | Monthly Fee | No | \$1,137.50 |
| 9061 | 01/06/2017 | No | CHK | HD Supply | Dec's Expense | No | \$1,630.91 |
| 9062 | 01/06/2017 | No | CHK | Home Depot Credit Services | Work order#30879 - Replaced garba | No | \$229.91 |
| 9063 | 01/06/2017 | No | CHK | Jeff's Appliance And Vacuums | Gasket purchase - Refrigerator, unit | No | \$476.85 |
| 9064 | 01/06/2017 | No | CHK | Oxford Lumber & Building Materia | Lighting Supplies | No | \$15.16 |
| 9065 | 01/06/2017 | No | CHK | Pleasant Point Partners | Purge Files | No | \$225.00 |
| 9066 | 01/06/2017 | No | CHK | Radovich Builders, LLP | Nov's Work Orders - RB | No | \$510.00 |
| 9067 | 01/06/2017 | No | CHK | Radovich Builders, LLP | Nov's Work Orders - RB | No | \$685.50 |
| 9068 | 01/06/2017 | No | CHK | Radovich Builders, LLP mm | Nov's Work Orders - RB | No | \$2,478.00 |
| 9069 | 01/06/2017 | No | CHK | Robert Lashin | Work order#38618 - Paint entire unit | No | \$400.00 |
| 9070 | 01/06/2017 | No | CHK | Seymour Janitorial Services | December 2016 - Cleaning Services | No | \$1,095.00 |
| 9071 | 01/06/2017 | Yes | CHK | Siemens Industry Inc | Contract #2600035357 - 11/01/2016 | No | \$6,368.00 |
| 9071 | 01/06/2017 | No | VD | Siemens Industry Inc | Wrong amount | No | (\$6,368.00) |
| 9072 | 01/06/2017 | No | CHK | Xerox Financial | Contract#010-0026454-001 | No | \$434.03 |
| 9073 | 01/06/2017 | No | CHK | Siemens Industry Inc | Contract #2600035357 - 11/01/2016 | No | \$6,359.00 |
| 9074 | 01/10/2017 | No | CHK | American Express | Acct# 6-34000 | No | \$1,510.52 |
| 9075 | 01/10/2017 | No | CHK | Staples Credit Plan | Staples Credit | No | \$775.41 |
| 9076 | 01/17/2017 | No | CHK | Allen's Plumbing Supply | MR - Plumbing Supplies - Brass Nip | No | \$36.59 |
| 9077 | 01/17/2017 | No | CHK | American Rooter LLC | Work order#38583 - Snaked mainlin | No | \$248.50 |
| 9078 | 01/17/2017 | No | CHK | Aquarion Water Company | Acct#200086455 | No | \$115.43 |
| 9079 | 01/17/2017 | No | CHK | Aquarion Water Company | Acct#200086443 | No | \$115.43 |
| 9080 | 01/17/2017 | No | CHK | Eversource | Acct#5136 648 3014 | No | \$3,081.58 |
| 9081 | 01/17/2017 | No | CHK | Eversource | Acct#51118694017 | No | \$46.14 |
| 9082 | 01/17/2017 | No | CHK | Eversource | Acct#57750480048 | No | \$1,608.15 |
| 9083 | 01/17/2017 | No | CHK | Eversource | Acct#5177 958 3004 | No | \$8,392.16 |
| 9084 | 01/17/2017 | No | CHK | Eversource | Acct#5447 148 3099 | No | \$296.93 |

Minute Exhibit I

**Seymour Housing Authority
General Ledger Cash Payment/Receipt Register
Revolving Fund**

Filter Criteria Includes: 1) Project: Revolving Fund, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: Naugatuck Valley Savings & Loan, Bank Account: 0615014177, GL Account: 1000

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|-----------------------------------|---------------------------------------|----------------|---------------|
| 9085 | 01/17/2017 | No | CHK | G&K Services | Uniform | No | \$52.09 |
| 9086 | 01/17/2017 | No | CHK | Home Depot Credit Services | Garbage Disposal, unit 4B | No | \$99.96 |
| 9087 | 01/17/2017 | No | CHK | M. J. Daly, LLC | Emergency call - Put Temp Patch on | No | \$362.50 |
| 9088 | 01/17/2017 | No | CHK | Oxford Lumber & Building Materia | Smithfield - SATCO Halo, and MR PI | No | \$25.73 |
| 9089 | 01/17/2017 | No | CHK | Purchase Power | Acct#8000-9090-0768-8851 | No | \$1,520.99 |
| 9090 | 01/17/2017 | No | CHK | Radovich Builders, LLP mm | Work order#38456 - Check door bell | No | \$6,890.25 |
| 9091 | 01/17/2017 | No | CHK | Radovich Builders, LLP | Work order#38425 - Set up heat furn | No | \$2,927.00 |
| 9092 | 01/17/2017 | No | CHK | Radovich Builders, LLP | Work order#38436 - Replaced wax ri | No | \$2,535.00 |
| 9093 | 01/17/2017 | No | CHK | Ted's Lawn Care LLC | December 2016 Snow and Ice Rem | No | \$12,096.00 |
| 9094 | 01/24/2017 | No | CHK | Cash | Reimb. Petty Cash 2016 Expense | No | \$123.31 |
| 9095 | 01/30/2017 | No | CHK | Aegis Energy Services, Inc. | Cogeneration Maintenance Invoice - | No | \$1,444.50 |
| 9096 | 01/30/2017 | No | CHK | Aetna | Feb's Expense | No | \$3,051.40 |
| 9097 | 01/30/2017 | No | CHK | Anthem Dental | Feb's Expense | No | \$416.98 |
| 9098 | 01/30/2017 | No | CHK | Aquarion Water Company | Acct#200086423 | No | \$309.04 |
| 9099 | 01/30/2017 | No | CHK | Aquarion Water Company | Acct#200086434 | No | \$611.64 |
| 9100 | 01/30/2017 | No | CHK | Buddy's Fuel, LLC | Bleed oil line, unit 1 Brothers Court | No | \$1,365.00 |
| 9101 | 01/30/2017 | No | CHK | Callahan House Tenants Associat | Monthly Association Fee - January 2 | No | \$2,625.00 |
| 9102 | 01/30/2017 | No | CHK | Comcast | Acct#8773 40 216 0027070 | No | \$1,570.11 |
| 9103 | 01/30/2017 | No | CHK | Comcast | Acct#8773 40 216 0174468 | No | \$84.90 |
| 9104 | 01/30/2017 | No | CHK | Comcast | Acct#8773 40 216 0069528 | No | \$149.85 |
| 9105 | 01/30/2017 | No | CHK | Comcast | Acct#8773 40 216 0041287 | No | \$534.42 |
| 9106 | 01/30/2017 | No | CHK | Connecticut Housing Finance Aut | Feb's Expense 96089D | No | \$462.02 |
| 9107 | 01/30/2017 | No | CHK | Experian | TCTA-6906070 | No | \$106.08 |
| 9108 | 01/30/2017 | No | CHK | Frontier | Acct#203-881-0115-021194-5 | No | \$72.56 |
| 9109 | 01/30/2017 | No | CHK | Frontier | Acct#203-888-4579-123179-5 | No | \$231.96 |
| 9110 | 01/30/2017 | No | CHK | Frontier | Acct#203-881-2464-110206-5 | No | \$291.82 |
| 9111 | 01/30/2017 | No | CHK | G&K Services | Uniforms | No | \$104.18 |
| 9112 | 01/30/2017 | No | CHK | Gregory Stamos | Court Time - Bendler, unit 26 Cham | No | \$1,171.25 |
| 9113 | 01/30/2017 | No | CHK | Lincoln National Life Insurance C | Feb's Expense Ref# 3384489434 | No | \$355.00 |
| 9114 | 01/30/2017 | No | CHK | M. J. Daly, LLC | Replaced 6" pipe on dry system in at | No | \$3,955.12 |
| 9115 | 01/30/2017 | No | CHK | Management Computer Services I | Seml - Annual Support Fee: January | No | \$5,808.00 |
| 9116 | 01/30/2017 | No | CHK | Network Synergy Systems Integra | Monthly workstation monitoring | No | \$234.00 |
| 9117 | 01/30/2017 | No | CHK | Norman Ray Tenant Association | Monthly Association Fee - January 2 | No | \$1,025.00 |
| 9118 | 01/30/2017 | No | CHK | Peter E. Karpovich, | Seymour Housing Authority vs. Moe | No | \$52.60 |
| 9119 | 01/30/2017 | No | CHK | Radovich Builders, LLP | Work order#38836 - Cleaned and ad | No | \$341.25 |
| 9120 | 01/30/2017 | No | CHK | Radovich Builders, LLP mm | Work order#38544 - Installed new h | No | \$3,696.50 |
| 9121 | 01/30/2017 | No | CHK | Robinson Partners | Refinished tub, unit 26 Seymour Ave | No | \$499.00 |
| 9122 | 01/30/2017 | No | CHK | Sherwin Williams | Paint Purchase - Callahan House | No | \$150.00 |
| 9123 | 01/30/2017 | No | CHK | Smithfield Gardens Assisted Livin | SHA Rental - January 2017 | No | \$4,354.16 |
| 9124 | 01/30/2017 | No | CHK | Sprint | Acct#453564322 | No | \$298.83 |
| 9125 | 01/30/2017 | No | CHK | St. Treasurer For Merfund | MERF 01-2017 | No | \$6,405.93 |
| 9126 | 01/30/2017 | No | CHK | USI Insurance Services of CT LL | Crime Policy Renewal -01012017 - 0 | No | \$249.35 |
| 9127 | 01/30/2017 | No | CHK | Winter Bros Waste Systems | January 2017 Service | No | \$403.02 |
| 9128 | 01/30/2017 | No | CHK | Winter Bros Waste Systems | January 2017 Services | No | \$424.20 |
| 9129 | 01/30/2017 | No | CHK | Xerox Financial | Contract#010-0026454-001 - Lease | No | \$434.03 |

Minuter Exhibit I

Seymour Housing Authority General Ledger Cash Payment/Receipt Register Smithfield Gardens

Filter Criteria Includes: 1) Project: 014 - Smithfield Gardens Assisted Living, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: Naugatuck Valley Savings & Loan, Bank Account: 615009087, GL Account: 1120

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|------------------------------------|---------------------------------------|----------------|---------------|
| 4320 | 01/03/2017 | No | CHK | Aegis Energy Services, Inc. | Smithsfield Gardens Cogeneration | No | \$4,052.80 |
| 4321 | 01/03/2017 | No | CHK | Allen's Plumbing Supply | Plumbing Supply - Shower hose | No | \$51.98 |
| 4322 | 01/03/2017 | No | CHK | AllState Fire Equipment | Fire Suppression System Inspection | No | \$194.00 |
| 4323 | 01/03/2017 | No | CHK | Aquarion Water Company Of CT | Acct#600010909 - Single Device Te | No | \$963.34 |
| 4324 | 01/03/2017 | No | CHK | Buddy's Fuel, LLC | Work order# 38482 - Added water to | No | \$140.00 |
| 4325 | 01/03/2017 | No | CHK | Connecticut Post | Acct#108885 - Advertising Campaig | No | \$220.00 |
| 4326 | 01/03/2017 | No | CHK | Environmental Systems Corporati | Contractor work order#22221 - Repa | No | \$7,724.06 |
| 4327 | 01/03/2017 | No | CHK | Eversource | Acct#57476540034 | No | \$2,514.61 |
| 4328 | 01/03/2017 | No | CHK | Eversource | Acct#51083234013 | No | \$1,701.32 |
| 4329 | 01/03/2017 | No | CHK | Griffin Hospital Occupational Medi | Deborah Nelson | No | \$65.00 |
| 4330 | 01/03/2017 | No | CHK | Home Depot Credit Services | Work order#36473 - Stripped and w | No | \$24.25 |
| 4331 | 01/03/2017 | No | CHK | Kinsley Power Systems | Contract#006672 | No | \$350.00 |
| 4332 | 01/03/2017 | No | CHK | Radovich Builders, LLP | Work order#38338 - Installed new b | No | \$747.50 |
| 4333 | 01/03/2017 | No | CHK | Valley Electric Supply Company | PO#2062 - Purchase of lighting sup | No | \$195.02 |
| 4334 | 01/06/2017 | No | CHK | Seymour Housing Authority | Partial Reimb | No | \$27,000.00 |
| 4335 | 01/10/2017 | No | CHK | Buddy's Fuel, LLC | 111 gallons of oil | No | \$233.10 |
| 4336 | 01/10/2017 | No | CHK | Clear Water | December 2016 Expenses - Decem | No | \$145.84 |
| 4337 | 01/10/2017 | No | CHK | Frlends Of Fur LLC | Exterminated - bed bugs - unit 108 | No | \$245.00 |
| 4338 | 01/10/2017 | No | CHK | HD Supply | PO#2055 - Janitorial and Laundry S | No | \$481.16 |
| 4339 | 01/10/2017 | No | CHK | Jeff's Appliance And Vacuums | Clamped Drain Hose and cleaned o | No | \$149.95 |
| 4340 | 01/10/2017 | No | CHK | Kone Inc | Contract#N40113879 Smithfield Gar | No | \$1,180.11 |
| 4341 | 01/10/2017 | No | CHK | NDC Housing & Development | Asset Management Fee - October - | No | \$1,008.00 |
| 4342 | 01/10/2017 | No | CHK | Radovich Builders, LLP | Work order#38489 - Installed new e | No | \$975.00 |
| 4343 | 01/10/2017 | No | CHK | Robert J. Werden | Work order#38488 - Cleaned Greas | No | \$230.00 |
| 4344 | 01/10/2017 | No | CHK | Tony Castle Entertainment | Tony Castel Entertainment - 2:00 - 3 | No | \$135.00 |
| 4345 | 01/10/2017 | No | CHK | TPC Associates, Inc. | Second quarter billing - 12/01/16 - 0 | No | \$788.25 |
| 4346 | 01/10/2017 | No | CHK | Winter Bros Waste Systems | December 2016 Service | No | \$450.18 |
| 4347 | 01/10/2017 | No | CHK | Seymour Housing Authority | Partial Reimb | No | \$10,000.00 |
| 4348 | 01/13/2017 | No | CHK | Seymour Housing Authority | Partial Reimb | No | \$8,000.00 |
| 4349 | 01/30/2017 | No | CHK | Fitz Vogt & Associates, LTD | Dec's Expense | No | \$28,882.51 |

Minuter Exhibit I

Seymour Housing Authority General Ledger Cash Payment/Receipt Register Federal

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: TD Banknorth, Bank Account: 424-0200579, GL Account: 1111.4

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|----------------------------|---------------------------------|----------------|---------------|
| 1951 | 01/13/2017 | No | CHK | Seymour Housing Authority | CFP 50116 Transfer | No | \$7,665.00 |
| 1952 | 01/17/2017 | No | CHK | Seymour Housing Authority | Callahan Reimb | No | \$21,859.77 |
| 1953 | 01/17/2017 | No | CHK | Seymour Housing Authority | RH Reimb | No | \$16,604.58 |
| 1954 | 01/17/2017 | No | CHK | Callahan House Association | To cover ROSS payroll | No | \$2,692.30 |
| 1955 | 01/30/2017 | No | CHK | Seymour Housing Authority | Callahan Reimb | No | \$16,938.37 |
| 1956 | 01/30/2017 | No | CHK | Seymour Housing Authority | RH Reimb | No | \$11,150.60 |
| 1957 | 01/30/2017 | No | CHK | Callahan House Association | To cover ROSS Payroll for 2.2nd | No | \$2,692.30 |

Seymour Housing Authority General Ledger Cash Payment/Receipt Register Capital Fund

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: Wachovia Bank, Bank Account: Checking, GL Account: 1111.CFP

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|---------------------------|-----------------------------|----------------|---------------|
| 223 | 01/13/2017 | No | CHK | Radovich Builders LLP | CFP 50116 | No | \$7,665.00 |

Seymour Housing Authority General Ledger Cash Payment/Receipt Register SHA Development Corporation

Filter Criteria Includes: 1) Project: SHA Development Corporation, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: TD Banknorth, Bank Account: 12345, GL Account: 1000

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|---------------------------|------------------------------------|----------------|---------------|
| 299 | 01/10/2017 | No | CHK | American Express | American Express | No | \$56.32 |
| 300 | 01/10/2017 | No | CHK | Gregory Stamos | Title Insurance for 84 New Haven R | No | \$364.00 |

Seymour Housing Authority General Ledger Cash Payment/Receipt Register Moderate Rental

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: January 2017, 4) Payments Over: All, 5) Check Numbers: All, 6) Cleared Period: All, 7) Check Status: All, 8) Payment Status: All, 9) Show Payments: Yes, 10) Show Deposits: No, 11) Order By: Payment/Receipt Number

Bank: TD Banknorth, Bank Account: 12345, GL Account: 1111.2

Posted Payments

| <u>Doc Num</u> | <u>Payment Date</u> | <u>Voided</u> | <u>Type</u> | <u>Document Recipient</u> | <u>Document Description</u> | <u>Cleared</u> | <u>Amount</u> |
|----------------|---------------------|---------------|-------------|---------------------------------|-----------------------------------|----------------|---------------|
| 1760 | 01/06/2017 | No | CHK | Treasurer, State of Connecticut | Fingerprints for Jorge Cruz Roman | No | \$12.00 |
| 1761 | 01/10/2017 | No | CHK | Ford Motor Credit Company | Acc# 9366100 | No | \$574.87 |
| 1762 | 01/13/2017 | No | CHK | Seymour Housing Authority | Early Reimb | No | \$12,000.00 |
| 1763 | 01/19/2017 | No | CHK | Taylor, Cody | PH AP Payment Jan 17 | No | \$598.20 |
| 1764 | 01/27/2017 | No | CHK | Phada Membership | 2017 PHADA Scholarship Program | No | \$25.00 |
| 1765 | 01/30/2017 | No | CHK | Seymour Housing Authority | MR Reimb | No | \$7,079.10 |

#SEYM Seymour Housing Authority

| Cover Letter (S193) | |
|---------------------|--------------------------|
| Check Date : | 01/05/2017-1 |
| Period Range : | 12/19/2016 TO 01/01/2017 |
| Week Number : | Week #1 |

Dear Human Resource Consulting Group Client,

Please note the Federal Reserve requires a minimum of 48 hours for ACH processing. If your process date is less than 48 hours from your check date your direct deposits may not hit on the check date. Please contact your payroll representative with any questions.

All tax rate changes and tax deposit frequency changes will be sent to directly to you from the tax agencies. Please remember to notify us of any changes you received.

- Your friends at HRCG

Payroll Totals:**# Checks**

| | | |
|--------------------------|-----------------|-----------------|
| Total Regular Checks | 0 | 0.00 |
| Total Direct Deposits | 28 | 19790.79 |
| Total Manual Checks | 0 | 0.00 |
| Total 3rd Party Checks | 0 | 0.00 |
| Total Void Checks | 0 | 0.00 |
| Total COBRA Checks | 0 | 0.00 |
| Total Net Payroll | 21 Items | 19790.79 |

| | | |
|--------------------------|---|--------|
| Total Billing Impound | | 111.26 |
| Total Agency Checks | 1 | 12.97 |
| Total Agency Checks DD | 3 | 210.00 |
| Total Agency Checks Void | 0 | 0.00 |
| Total Tax Deposit Checks | Tax deposit to be made by Human Resource Consulting Group | |

Sum of Checks **20125.02**

| | | |
|--------------------------------|-----------------|---------|
| Total of Checks Printed | 25 Items | |
| Total Tax Liability | | 9542.31 |
| Total Workers Comp Liability | | 0.00 |

Total Payroll Liability **29667.33**

Total Direct Deposits 20000.79

Total Debited From Account **29667.33**

NEXT PERIOD DATES

Check Date: 01/19/2017 Week 3
 Period Begin: 01/02/2017
 Period End: 01/15/2017
 Call In Date: 01/13/2017 Week 2

Payroll rep: Sorrentino George

#SEYM Seymour Housing Authority

| Tax Report For Payroll (S247) | |
|-------------------------------|--------------------------|
| Check Date : | 01/05/2017-1 |
| Period Range : | 12/19/2016 TO 01/01/2017 |
| Week Number : | Week #1 |

| Tax Type | Rate | Tax ID | Wages | Amount | # EE's | Frequency |
|--|----------|---|-----------|-----------|--------|-------------|
| Federal Taxes | | | | | | |
| Federal | ----- | 060687649 | 26,492.74 | 3,439.58 | 21 | Semi-Weekly |
| EE OASDI | 0.062000 | 060687649 | 27,026.17 | 1,675.62 | 21 | Semi-Weekly |
| EE Medicare | 0.014500 | 060687649 | 27,026.17 | 391.86 | 21 | Semi-Weekly |
| ER OASDI | 0.062000 | 060687649 | 27,026.17 | 1,675.62 | 21 | Semi-Weekly |
| ER Medicare | 0.014500 | 060687649 | 27,026.17 | 391.86 | 21 | Semi-Weekly |
| COBRA Credit | ----- | 060687649 | ----- | | 21 | Semi-Weekly |
| Total 941 Liabilities without COBRA | | | | 7,574.54 | | |
| Total 941 Liabilities with COBRA | | | | 7,574.54 | | |
| ER FUI | 0.006000 | 060687649 | 0.00 | | 21 | Quarterly |
| Total Federal Taxes | | | | 7,574.54 | | |
| State Withholding | | | | | | |
| CT State Withholding | | 6613871-000 | 26,492.74 | 1,013.51 | 21 | Weekly CT |
| Total State Withholding | | | | 1,013.51 | | |
| Employer SUI Withholding | | | | | | |
| CT-SUI | 0.035000 | 91-378-04 | 27,263.89 | 954.26 | 21 | Quarterly |
| Total Employer SUI | | | | 954.26 | | |
| Total Employee Taxes | | | | 6,520.57 | | |
| Total Employer Taxes without COBRA | | | | 3,021.74 | | |
| Total Tax Liability without COBRA | | | | 9,542.31 | | |
| Total Tax Liability with COBRA | | | | 9,542.31 | | |
| Regular checks | | | | 0.00 | | |
| Manual checks | | | | 0.00 | | |
| 3rd Party Checks | | | | 0.00 | | |
| Void Checks | | | | 0.00 | | |
| Direct Deposit Checks | | | | 20,000.79 | | |
| Total Net Payroll | | | | 20,000.79 | | |
| Agency Checks | | | | 12.97 | | |
| Agency Checks DD | | | | 0.00 | | |
| Agency Checks Void | | | | 0.00 | | |
| Billing Impound | | | | 111.26 | | |
| Total Workers Comp | | | | 0.00 | | |
| Total Payroll Liability | | | | 29,667.33 | | |
| Tax Deposit Checks | | Tax deposit to be made by Human Resource Consulting Group | | | | |
| Tax Deposit Checks Void | | Tax deposit to be made by Human Resource Consulting Group | | | | |
| Total Check/Direct Deposits | | | | 20,125.02 | | |
| Total Direct Deposits | | | | 20,000.79 | | |
| Total Amount Debited from your Account before Credit applied | | | | 29,667.33 | | |
| Total Amount Debited from your Account after Credit applied | | | | 29,667.33 | | |

#SEYM Seymour Housing Authority

| Cover Letter (S193) | |
|---------------------|--------------------------|
| Check Date : | 01/19/2017-1 |
| Period Range : | 01/02/2017 TO 01/15/2017 |
| Week Number : | Week #3 |

Dear Human Resource Consulting Group Client,

Please note the Federal Reserve requires a minimum of 48 hours for ACH processing. If your process date is less than 48 hours from your check date your direct deposits may not hit on the check date. Please contact your payroll representative with any questions.

All tax rate changes and tax deposit frequency changes will be sent to directly to you from the tax agencies. Please remember to notify us of any changes you received.

- Your friends at HRCG

| Payroll Totals: | # Checks | |
|---------------------------------------|---|-----------------|
| Total Regular Checks | 0 | 0.00 |
| Total Direct Deposits | 28 | 19415.92 |
| Total Manual Checks | 0 | 0.00 |
| Total 3rd Party Checks | 0 | 0.00 |
| Total Void Checks | 0 | 0.00 |
| Total COBRA Checks | 0 | 0.00 |
| Total Net Payroll | 21 Items | 19415.92 |
| Total Billing Impound | | 695.67 |
| Total Agency Checks | 0 | 0.00 |
| Total Agency Checks DD | 4 | 243.00 |
| Total Agency Checks Void | 0 | 0.00 |
| Total Tax Deposit Checks | Tax deposit to be made by Human Resource Consulting Group | |
| Sum of Checks | | 20354.59 |
| Total of Checks Printed | 24 Items | |
| Total Tax Liability | | 9294.43 |
| Total Workers Comp Liability | | 0.00 |
| Total Payroll Liability | | 29649.02 |
| Total Direct Deposits | | 19658.92 |
| Total Debited From Account | | 29649.02 |
| NEXT PERIOD DATES | | |
| Check Date: | 02/02/2017 Week 5 | |
| Period Begin: | 01/16/2017 | |
| Period End: | 01/29/2017 | |
| Call In Date: | 01/30/2017 Week 5 | |
| Payroll rep: Sorrentino George | | |

#SEYM Seymour Housing Authority

Minute
Exhibit I

Tax Report For Payroll (S247)

Check Date : 01/19/2017-1

Period Range : 01/02/2017 TO 01/15/2017

Week Number : Week #3

| Tax Type | Rate | Tax ID | Wages | Amount | # EE's | Frequency |
|---|----------|---|-----------|------------------|--------|-------------|
| Federal Taxes | | | | | | |
| Federal | ----- | 060687649 | 25,944.53 | 3,342.99 | 21 | Semi-Weekly |
| EE OASDI | 0.062000 | 060687649 | 26,468.58 | 1,641.06 | 21 | Semi-Weekly |
| EE Medicare | 0.014500 | 060687649 | 26,468.58 | 383.78 | 21 | Semi-Weekly |
| ER OASDI | 0.062000 | 060687649 | 26,468.58 | 1,641.06 | 21 | Semi-Weekly |
| ER Medicare | 0.014500 | 060687649 | 26,468.58 | 383.78 | 21 | Semi-Weekly |
| COBRA Credit | ----- | 060687649 | ----- | | 21 | Semi-Weekly |
| Total 941 Liabilities without COBRA | | | | 7,392.67 | | |
| Total 941 Liabilities with COBRA | | | | 7,392.67 | | |
| ER FUI | 0.006000 | 060687649 | 0.00 | | 21 | Quarterly |
| Total Federal Taxes | | | | 7,392.67 | | |
| State Withholding | | | | | | |
| CT State Withholding | | 6613871-000 | 25,944.53 | 992.61 | 21 | Weekly CT |
| Total State Withholding | | | | 992.61 | | |
| Employer SUI Withholding | | | | | | |
| CT-SUI | 0.034000 | 91-378-04 | 26,739.30 | 909.15 | 21 | Quarterly |
| Total Employer SUI | | | | 909.15 | | |
| Total Employee Taxes | | | | 6,360.44 | | |
| Total Employer Taxes without COBRA | | | | 2,933.99 | | |
| Total Tax Liability without COBRA | | | | 9,294.43 | | |
| Total Tax Liability with COBRA | | | | 9,294.43 | | |
| Regular checks | | | | 0.00 | | |
| Manual checks | | | | 0.00 | | |
| 3rd Party Checks | | | | 0.00 | | |
| Void Checks | | | | 0.00 | | |
| Direct Deposit Checks | | | | 19,625.92 | | |
| Total Net Payroll | | | | 19,625.92 | | |
| Agency Checks | | | | 0.00 | | |
| Agency Checks DD | | | | 243.00 | | |
| Agency Checks Void | | | | 0.00 | | |
| Billing Impound | | | | 695.67 | | |
| Total Workers Comp | | | | 0.00 | | |
| Total Payroll Liability | | | | 29,649.02 | | |
| Tax Deposit Checks | | Tax deposit to be made by Human Resource Consulting Group | | | | |
| Tax Deposit Checks Void | | Tax deposit to be made by Human Resource Consulting Group | | | | |
| Total Check/Direct Deposits | | | | 20,354.59 | | |
| Total Direct Deposits | | | | 19,658.92 | | |
| Total Amount Debited from your Account before Credit applied | | | | 29,649.02 | | |
| Total Amount Debited from your Account after Credit applied | | | | 29,649.02 | | |

February 2017

Minutes
Exhibit II

Housing Authority of the Town of Seymour

Executive Director's Report

Occupancy

Rev. Callahan House
2017 Year-to-Date Vacancies 1

Callahan House experienced one move out during January 2017. Callahan House has experienced 2 vacancy days since January 1, 2017 and has averaged 2 turn around days per vacancy since January 1 2016. By using the HUD PHAS Management Operation formula to calculate vacancy percentage, vacancy day percentage would be calculated as follows: 80 units X 365 days = 29,200 days available; 2 days/ 29200 days available = .0006% percentage through January 31, 2017.

Beginning with July 1, 2011, HUD is using a new formula being applied to the Operating Subsidy calculation. HUD is allowing for 3% vacancy. Vacancy over the 3% will not be paid in subsidy. For example, Callahan House has: 80 units X 12 = 960 unit months available (UMA). 960 X 3% = 29 UMA or 348 days. . For the 2016 subsidy calculation we used 70 days we had 270 days to use for the balance of the subsidy year. For 2017 subsidy calculation we used 86 days and have 262 days to use for the balance of the Subsidy year.

| CALLAHANHOUSE | VACANCY/TURNOVER DAYS | 2017 |
|-----------------|-----------------------|------|
| FEDERAL ELDERLY | Vacancy Turnover Days | 2017 |

| UNIT | PRIOR RESIDENT | MOVE-OUT | RESIDENT | NEXT IN-DATE | No. of Days |
|------|-------------------|-----------|----------|-----------------|----------------|
| 3M | Tuckett | 1/30/2017 | Vacant | | 2 |

Norman Ray House**2017 Year-to-Date Vacancies 0**

Norman Ray House remained fully occupied during January 2017. Norman Ray House has experienced 0 vacancy days since January 1, 2017 and has averaged 0 turn around days per vacancy. By using the HUD PHAS Management Operation formula to calculate vacancy percentage, vacancy day percentage would be calculated as follows: 40 units X 365 days = 14600 days available; 0 days/ 14600 days available = 0.0% percentage through January 31, 2017.

Beginning with July 1, 2011, HUD is using a new formula being applied to the Operating Subsidy calculation. HUD is allowing for 3% vacancy. Vacancy over the 3% will not be paid in subsidy. For example, Norman Ray House has: 40 units X 12 = 480 unit months available (UMA). 480 X 3% = 14 UMA or 168 days. For the 2116 subsidy calculation year, we had experienced 113 days and had 51 days to use for the balance of the subsidy year calculation (July 1, 2015 to June 30, 2016). For the 2017 subsidy calculation we used 39 vacancy day and have 129 days left to use.

| NORMAN RAY HOUSE | | | VACANCY/TURNOVER DAYS 2017 | | |
|------------------|-------------------|----------|----------------------------|-----------------|--------|
| FEDERAL ELDERLY | | | | | |
| UNIT | PRIOR RESIDENT | MOVE-OUT | RESIDENT | NEXT IN-DATE | NO. OF |

Average number of vacancy days per vacancy:

0

State Moderate Rental**2017 Year-to-Date Vacancies 1**

Moderate Rental experienced one move out during January 2017. Moderate Rental has experienced 12 vacancy days since January 1, 2017 and averaged 12 days per vacancy through January 31, 2017. By using the HUD PHAS Management Operation formula to calculate vacancy percentage, vacancy day percentage would be calculated as follows: 81 units X 365 days = 29,565 days available; 12 days/ 29565 days available = 0.3416% percentages through January 31, 2017.

| STATE MODERATE RENTAL | VACANCY/TURNOVER DAYS | 2017 |
|-----------------------|-----------------------|------|
|-----------------------|-----------------------|------|

| FAMILY HOUSING |
|----------------|
|----------------|

| UNIT | Base Rent | PRIOR RESIDENT | MOVE-OUT | TENANT | NEXT IN-DATE | No Of Days |
|------|-----------|----------------|-----------|--------|--------------|------------|
| 25C | 450 | Taylor | 1/19/2017 | | | 12 |

Average number of vacancy days per vacancy: 12

We have experienced \$180.00 vacancy loss since January 1, 2017. We have budgeted \$417 for vacancy loss through January 31, 2017.

Smithfield Gardens Assisted Living experienced 3 move-ins during January 2017. Smithfield Gardens has experienced 86 vacancy days since January 1, 2017 and averaged 21.5 days per vacancy. By using a standardized Management Operation formula to calculate vacancy percentage, vacancy day percentage would be calculated as follows: 56 units X 365 days = 20,440 days available; 86 days/ 20,440 days available = .4207% percentage through January 31, 2017.

| SMITHFIELD GARDENS | | | VACANCY/TURNOVER DAYS | | | 2017 |
|--------------------|------|----------------|-----------------------|----------|-----------|-------|
| ASSISTED LIVING | | | | | | |
| CR | Rent | PRIOR | | | NEXT | No Of |
| UNIT % | | RESIDENT | MOVE-OUT | TENANT | IN-DATE | Days |
| 207 | 60% | 985 Fowler | 9/26/2016 | Kubilius | 1/1/2017 | 1 |
| 221 | 50% | 825 Abamonte | 11/17/2016 | Nowak | 1/27/2017 | 27 |
| 116 | 50% | 825 Legge | 12/16/2016 | Vacant | | 31 |
| 218 | 60% | 985 Scarazzini | 12/29/2016 | Cohen | 1/27/2017 | 27 |

Average number of vacancy days per vacancy: 21.5

The vacancy loss is approximately \$2,487 since January 1, 2017. We have budgeted \$2,606 for vacancy loss through January 31, 2017.

General Information

Complaints

Callahan House

We received two complaints on one resident. The first involved an incident of the resident taking possession of groceries left in the first floor hallway temporarily while the resident parked his car. The second incident involved the resident being locked out and disturbing the key holder and another member of the Tenant Association board and early morning hours for a period of 45 mins. The resident was issued a Pre-termination notice and was brought to housing court for summary process. The matter was resolved and the resident is now occupying the dwelling under a court stipulated agreement.

We received a complaint that a resident took another resident's laundry card. Management implement immediate fact finding. The resident denied that she took the laundry card. Management spoke to resident and asked if she finds that she has two cards, in case it was taken by accident, to please turn it into the office. A few hours went by and maintenance staff found the missing card on the floor in the community room. The card was returned to the complainant.

Marijuana was smelled in the common area on the first floor. Seymour Police Department was called. As a result, Seymour PD processed criminal action. Seymour Housing Authority issued a pre-termination notice.

Norman Ray House

We received a complaint that a visitor to a resident made a comment to him that he was "too young" to be living at the Norman Ray House. After some fact finding, the Executive Director spoke with resident and resident's son about the comment. Both resident and son (visitor) stated that the son was joking. The Executive Director informed the son that his joking remarks were taken as a form of discrimination and offended the resident. The Executive Director reminded both resident and son about bad behavior rules and zero tolerance. They both said they would refrain from joking.

Annual Recertification

The annual process of recertification of Moderate Rental, Norman Ray House and Rev. Callahan residents is underway. Staff mailed out the Recertification packets to all residents advising them of the intake process began February 2, 2017. We have met with each resident of Callahan House and the Norman Ray House. We have begun meeting with the Moderate Rental residents as well. We hope to

have all the information collected by the end of February. This year we will be closing the office to the public to process these applications for continued occupancy and prepare the rental calculations.

We have been working on the development of 34 Smith St in cooperation with BH Care. An application has been submitted to

Rev. Callahan House

- All 80 Annual Inspections for 2017 have been completed in preparation for the HUD REAC inspection to take place on February 28. Work items vary by apartment most common items is caulking of windows and bathtubs, replacing countertops, and replacing bathtub strainers.
- 2016 Capital Fund Program work items have begun and are substantially complete. The smoke alarm system was upgraded and all unit smoke detectors scheduled to be replaced were replaced. The cycle painting of 10 units was also completed. We are waiting to complete the change order for replacing the smoke detectors that control the elevator operation in a fire emergency.
- HUD has notified us that there will be a REAC inspection of Callahan House on February 28, 2017
- A tenant meeting was held by staff to discuss the specific requirements of Annual Recertification. Staff reviewed the information required as well as the 3rd party verifications that will be done. Staff reviewed the calculation of rent.
- 2016 Payment in Lieu of taxes has been paid to the Town of Seymour for the Rev. Callahan House. A check in the amount of \$19,827.55 was mailed to the First Selectman.

Norman Ray House

- All 40 dwelling inspections were completed for 2017 in preparation for the February 28, 2017 HUD REAC Inspection.
- HUD has notified us that there will be a REAC inspection of the Norman Ray House on February 28, 2017
- A tenant meeting was held by staff to discuss the specific requirements of Annual Recertification. Staff reviewed the information required as well as the 3rd party verifications that will be done. Staff reviewed the calculation of rent.
- 2016 Payment in Lieu of taxes has been paid to the Town of Seymour for the Norman Ray House. A check in the amount of \$9,319.23 was mailed to the First Selectman.

Moderate Rental

- During the Annual Recertification, we are signing updated Leases with the Moderate Rental residents. The new lease updates the provisions of Late Fees. A while ago, the Board adopted a late fee schedule where by if rent was not paid by the 10th of the month, a \$20 late fee would be charged. If rent still goes unpaid, then an additional \$30 is charged. The new Lease incorporates this language and updates all the residents on the collection policy.
- **2016 Payment in Lieu of taxes has been paid to the Town of Seymour for the State Moderate Rental Program. A check in the amount of \$12,691.72 was mailed to the First Selectman. This payment represents ¼ of the actual PILOT which is paid per our arrangement with the Town of Seymour relative to the four year phase in.**

Smithfield Gardens Assisted Living

Occupancy Statistics:

- 98% (55 of 56 units) occupied as of 01/31/2017
- Three applications in processing
- Three move-ins in January; no move-outs in January
- 8 applicants on waiting list for 60% units (\$985 rent)
- 7 applicants on waiting list for 50% units (\$825 rent)
- Average age is 84.9; age range is 66 - 99
- Average length of tenancy is 28.5 months

Budgeting Statistics:

- 18 of 19 units rented at \$825
- 37 of 37 units rented at \$985
- 55 of 55 occupied units participating in the meal plan

Other:

- MRC/ALSA meetings held ¼, 1/11, 1/18, 1/25 (attended by MRC Director, RSC & RNs)
59 residents' statuses reviewed each week; three residents out at rehab as of 01/31/2017
- Resident Council Meeting held 12/29/16 – minutes follow; next meeting 01/26/17
- January Fire Drill completed 01/25/17 (third shift)

-
- **2016 Payment in Lieu of taxes has been requisitioned from CHFA to be paid to the Town of Seymour for Smithfield Gardens Assisted Living. A check in the amount of \$13,920 will be mailed to the First Selectman directly from CHFA.**

MEMORANDUM OF UNDERSTANDING

SHA Development Corporation and BHcare, Inc.

SHA Development Corporation and BHcare, Inc. intend to work together in furtherance of their respective missions in order to develop six (6) units of supportive housing for homeless young adults with an age range between 18 and 24 at the time of initial occupancy. This Memorandum of Understanding (MOU) dated December 1st, 2016, outlines the agreement between the SHA Development Corporation and BHcare, Inc. (the "Parties.")

I. THE PROJECT

The Parties agree to work together to develop 6 units of permanent housing (the "Project") which will be affordable to young adult homeless youth whose income is at or below 50% of the New Haven MSA Area Median Income ("AMI."). The tenants of the Project will include clients of area service provider's programs that serve people who are currently chronically homeless, homeless or at risk of homelessness.

The Project will include a gut rehabilitation of the property at 34 Smith Street that is owned by SHA Development Corporation.

II. PROJECT OWNERSHIP

It is intended that SHA Development Corporation will own the Project. As such, SHA Development Corporation will make all major decisions relating to the development of the Project.

III. PROJECT DEVELOPER

SHA Development Corporation will serve as the project developer with technical assistance in the area of, but not limited to, community outreach and supportive services planning provided by BHcare, Inc.

IV. ROLES OF SHA Development Corporation AND BHcare, Inc.

Throughout the life of the development of the Project, SHA Development Corporation and BHcare, Inc. will meet regularly to discuss the Project's progress and take action as appropriate. It is intended that these regular meetings will occur approximately every month. However, the frequency and nature of the meetings will be determined by the demands of the Project's development and the extent of coordination needed

SHA Development Corporation

As Owner of the Project, SHA Development Corporation will be responsible for making all major decisions and financial commitments related to the development of the Project; as Project Manager, SHA Development Corporation or its designee will be responsible for all day-to-day activities related to the development of the Project.

Minutes
Exhibit III

In general, these responsibilities will include the following tasks:

- Execute contracts and agreements with consultants and contractors;
- Mobilize political support for the Project as necessary (with assistance from BHcare, Inc.);
- Research and develop financing sources;
- Prepare financing applications and other requirements of both private and government lenders;
- Solicit, negotiate, and coordinate the work of all project consultants including: architect, environmental, legal, finance/development, and property management consultants.
- Coordinate all activities related to acquisition; and
- Manage construction.

BHcare, Inc.

As the Social Service Provider for the Project, BHcare, Inc. duties will include the following tasks:

- Develop and implement the support services plan for the Project, which includes employment and training programs, care/case management, tenant skill development (cooking, cleaning, etc.), development of natural supports, connection to federal and state entitlement programs, money management, health and wellness supports, and service referral;
- Provide input on all aspects of the development which will affect the Support Services plan;
- Pursue support services funding to ensure, to the extent feasible within the existing funding structure, that the support services will be adequately funded for a period of not less than 5 years; and
- Assist SHA Development Corporation in all aspects of the development of the Project as it relates to the Support Services Plan. This may involve such activities as assisting in preparing financing applications and obtaining certain Project approvals.

V. COSTS

As Project owner, SHA Development Corporation will be responsible for all costs associated with the Project. However, it is intended that all costs related to the Project will be covered by loans and grants. In addition, BHcare, Inc. expects that certain incidental expenses will be incurred and those expenses will be BHcare's responsibility.

Minutes
Exhibit III

VI. PROJECT TIMELINE

Within 12 months of the execution of the MOU, the Project will be entering a lease-up phase. Upon the first anniversary this MOU, the terms of this Agreement will be evaluated by both parties.

VII. PROPERTY MANAGEMENT

The Parties intend that SHA Development Corporation will not act as the Project's Property Manager. At the appropriate time, SHA Development Corporation will execute a separate property management agreement with an appropriate company who will be eligible for fees consistent with industry standards.

VIII. CONFIDENTIALITY

SHA Development Corporation and BHcare, Inc. agree that by virtue of entering this MOU they will have access to confidential information regarding the other party's operations relating to this project. SHA Development Corporation and BHcare, Inc. agree that they will not disclose confidential information without the consent of the other party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU.

IX. SEVERABILITY

In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the MOU.

X. NONDISCRIMINATION

There shall be no discrimination of any person or group of persons on account of race, color, source of income, creed, religion, sex, marital status, sexual orientation, age, disability, ancestry or national origin in the operation of the project.

IX. TERMINATION

Either party may terminate this MOU by giving the other party ninety (90) days prior written notice. The party wishing to terminate this MOU for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to cure breach or default.

Accepted:

SHA Development Corporation

BHcare, Inc.

By:.....

By:.....

Executive Director

President/CEO

Date:.....

Date:.....

Seymour Housing Authority

Smoke Free Public Housing Policy

Background

On December 5, 2016, HUD published a Final Rule in the Federal Register, "Instituting Smoke-Free Public Housing." This rule requires each public housing agency (PHA) administering public housing to implement a smoke-free policy no later than 18-months from the effective date of the rule. The effective date is February 3, 2017, meaning that all public housing must be non-smoking no later than August 3, 2018. The rule must ban the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Per the American Lung Association cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people of chronic illnesses, are especially vulnerable to the adverse effects of smoking and secondhand smoke. The EPA has identified secondhand smoke as a Class A carcinogen. A class A carcinogen is a cancer-causing agent. Allowing smoking within apartment units exposes all residents and site staff to these known carcinogens.

Furthermore, Smoking is a leading cause of residential fires and the number one cause of fire deaths in the U.S. Some insurance companies offer discounts on property casualty insurance for multi-unit owners with a 100% smoke-free policy.

Apartment turnover costs can be two to seven times greater when smoking is allowed.

For these reasons, Seymour Housing Authority (SHA) will be implementing this Smoke Free Public Housing Policy.

Definitions

For the purposes of this policy the following definitions and assumptions will apply.

Definition of Smoking: The term smoking means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana or any other similar lighted product in any manner or any form. Further, this includes smoking of medical marijuana. Burning of incense, sage and similar products are also not allowed.

Individual apartments are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to bedrooms, hallways, kitchens, bathrooms, patios, unit entryways and building entryway areas.

Common spaces are defined as areas within the building that are open to the public, including but not limited community rooms, community room bathrooms, community kitchens, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, and within 25 feet outside of the building(s) including entry ways, windows, porches and patios.

Minutes Exhibit IV

Non-Smoking Buildings are classified as buildings where smoking had been allowed in the past but, at the time of implementation, smoking will be allowed in designated areas outside the building. Smoking is prohibited by residents and their guests and visitors in all units, hallways, and common areas, and within a small perimeter outside the building not less than 25 feet.

The Designation of a Non-Smoking Building does not mean that smokers are prohibited from living at non-smoking buildings. It means that residents and visitors must smoke outdoors in designated areas. Residents that live in designated Non-Smoking Buildings agree to acknowledge the Smoke Free Policy when they sign their Lease. Current residents will sign a Lease Addendum agreeing to the terms of the Smoke Free Policy. Violating the policy (by smoking in a Non-Smoking Building) will constitute a lease violation and could result in enforcement actions up to and including eviction.

Purposes

To be compliant with HUD Policy and Regulations.

To mitigate the irritation and known health effects of secondhand smoke.

Minimize the maintenance, cleaning, and redecorating costs associated with smoking.

Decrease the risk of smoking-related fires to property and personal safety.

To allow all staff the opportunity to perform their job duties in an environment that is non-smoking.

Policy

Smoking will not be permitted in individual apartments or the common spaces of the Rev. Callahan House and the Norman Ray House.

This policy applies to everyone (residents, guests, visitors, service personnel and SHA employees) who visits, lives and works at SHA properties.

It shall be the resident's responsibility to inform his/her household members, and guests of this no smoking policy.

The resident shall prohibit smoking by his/her household members or guests while on the premises that would violated this policy.

Failure to comply or upon repeated violations to this policy may be cause for lease enforcement action up to and including termination of resident tenancy.

It will be the responsibility of all SHA employees to inform residents, guests, visitors, and service personnel of the SHA No-Smoking Policy and to enforce the policy.

The Smoke Free Policy does not mean that the residents/employees will have to quit smoking in order to live and/or work at SHA properties/campus. The policy will only limit smoking in designated areas.

The Smoke Free Policy will not mean that applicants who smoke will be excluded from applying to gaining access to SHA's Public Housing Programs or designated Smoke Free dwellings.

Minutes
Exhibit IV

Disclosure

SHA is not a Guarantor of Resident Health: The Smoke Free Policy does not make the SHA a guarantor of resident health or of the smoke-free condition of the resident's unit or common areas.

Enforcement

If a resident or employee complains about being bothered by smoke or knows of another resident who has violated the policy, the following steps will be taken:

1st Violation-Site staff will visit the resident and document whether or not he or she smelled or witnessed evidence of smoke inside the unit. Staff will follow-up with a letter acknowledging the conversation and outcome.

2nd Violation- If the problem repeats, send a 10 day compliance notice and information regarding cessation assistance. After the 10 days are up, post a 48 hour notice for inspection.

3rd Violation- Another repeat violation will result in a 10Day compliance notice and a warning letter. After the 10 days are up, post a 48 hour notice for inspection.

4th Violation – If the violation persists, a 10 day notice to comply and/or possible eviction proceedings will be initiated if necessary.

Minutes
Exhibit V

**Seymour Housing Authority Action Steps to
Determine Criminal Record**

In an effort to maintain the highest level of compliance with the state and federal agencies that Seymour Housing Authority collaborates with, the following policies and coinciding action steps must be practiced by all authorized personnel who have access to information regarding fingerprint based or name based CHRI.

Minutes
Exhibit V

Criminal, Drug Treatment, And Registered Sex Offender Classification Records Management Policy & Action Steps

1.0 Purpose

In the course of its regular operations, the Seymour Housing Authority comes in to the possession of criminal records status of both residents and applicants. While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Seymour Housing Authority may also be called upon to perform criminal record checks regarding applicants for or tenants of, housing that receives project-based assistance in the jurisdiction of the housing Authority. The authority shall maintain the records received for these residents or applicants in the manner prescribed by this policy. Such records will not be made available to the owner of the subject property, but will be used to make recommendations to the owner based on criteria supplied by the owner.

2.0 Acquisition

All adult applicants and residents shall complete the Seymour Housing Authority Authorization for release of Police Records and Authorization of Release Other Records including Medical Records when they apply for housing. Through its cooperative agreements with the Seymour Housing Authority will request a criminal check of local records as well as a National Crime check for a criminal history of any applicant. This check is done for the purpose of the screening applicants for housing.

All requests from criminal records or records of drug treatment or registered sex offender status will direct the records to be sent to the Applications Clerk. Only this individual and the Executive Director shall have access to the records received, he or she shall discuss the records with the other Seymour Housing Authority employees as required in making make a housing decision.

Prior to fingerprinting, provide applicants with:

- i. Noncriminal Justice Applicants' Privacy Rights (See Attachment A)
 1. Includes:
 - a. Written notice explaining that their fingerprints will be used to check FBI criminal history records
 - b. Advise applicants in writing that procedures for obtaining a change, correction, or updating FBI criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34 (see Attachment A)
 - ii. FBI Privacy Statement (See Attachment B)
 - iii. Written notice that the applicant must provide current photo identification with submission of fingerprints

3.0 Maintenance

The Seymour Housing Authority will keep all criminal records or records of drug treatment or sex offender status that are received confidential. These records will be used only to screen applicant for housing or to pursue evictions. These records will not be disclosed to any person or other entity except for official use in the application process or in court proceedings. No copies will be made of the records except as required for official or court proceeding.

- All staff managing or with access to CHRI/CJI are required to successfully attend Security Awareness Training on a bi-annual basis
- The Incident Response Policy states that security incidents or violators are subject to suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.
- Maintain compliance with the Physical Protection Policy:
 - Physical protection is an integral component of the Seymour Housing Authority's protocol. Physical security is a specified location within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information/systems. This policy includes media protection and media transport. (See Attachment C)

4.0 Disposition

The records shall be destroyed one action is taken on the application for housing and any grievance hearing or court proceeding had been completed and the action is finalized. A written notification of destruction will be maintained.

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Exhibit 2

Attachment A

Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

Endnotes:¹ Written notification includes electronic notification, but excludes oral notification.² See 28 CFR 50.12(b).³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

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Exhibit B

Attachment B

FBI Privacy Act Statement

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Additional Information: The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any system(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).

Minutes
Exhibit V

Attachment C

Components of Physical Protection Policy

Physical Security

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel will have access to physically secure non-publications. The Seymour Housing Authority will maintain and keep current a list of authorized personnel. All physical access points into the agency's secure areas will be authorized before granting access. The agency will implement access controls and monitoring of physically secure areas for protecting all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical and electronic breaches.

Media Protection

Control shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.

The agency shall securely store electronic and physical media within physically secure locations or controlled areas. The agency shall restrict access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted.

Media Transport

Controls shall be in place to protect electronic and physical media containing CJI while in transport (physically moved from one location into another) to prevent inadvertent or inappropriate disclosure and use. The agency shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

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Exhibit 2

Attachment D

United States Code of Federal Regulations

1. CFR › Title 28 › Chapter I › Part 16 › Subpart C › Section 16.34

28 CFR 16.34 - Procedure to obtain change, correction or updating of identification records.

§ 16.34 Procedure to obtain change, correction or updating of identification records.

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

[Order No. 1134-86, 51 FR 16677, May 6, 1986, as amended by Order No. 2258-99, 64 FR 52226, Sept. 28, 1999]

Minute
Exhibit V

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹ Written notification includes electronic notification, but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).