

# MINUTES

COPY RECEIVED  
DATE: 8/2/17  
TIME: 4:30 PM  
TOWN CLERK'S OFFICE

## Seymour Housing Authority

### ➤ 976th Meeting

The 976th Meeting, a Regular meeting of the Seymour Housing Authority, was held on July 7, 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 5:35 P.M. by Chairperson White.

### ➤ Roll Call

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

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

### Public Comment

None.

### ➤ Previous Meeting Minutes

Chairperson White introduced the previous meeting minutes of the 975<sup>th</sup> Regular Meeting held on Wednesday June 7, 2017.

Commissioner Bellucci motioned to accept the minutes as presented. 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, Horlick and White. Chairperson White declared the motion carried.

### ➤ Bills & Communications

Commissioner White introduced the bills (See Exhibit I).

After consideration, review and questions relative to the bills listing, Commissioner Bellucci motioned to approve the bills as presented and authorize payment of the bills. 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, Horelick and White. Commissioner

The Executive Director discussed the pertinent correspondence including an email letter from HUD/Reac informing the Authority that we have lost one point on the REAC PHAS scoring for financial for reason of not having the reports done on time. The unaudited

## MINUTES

report was due to REAC by June 30, 2017 and although we submitted June 30, 2017 it was later in the day. HUD sent the notice out in the morning.

### ➤ **Executive Director's Report**

See Exhibit II

### ➤ **Old Business**

The Executive Director presented a Memorandum of Agreement/proposal from Inovative Accounting Services as proposed by Charlie Smith. It detailed the accounting functions to be performed as well as a price agreement of \$100/per hour.

At this point, 6:00 P.M. Commissioner Golebieski joined the meeting in progress.

Discussion followed and a debate as to giving Appecella, Testa and Co. a chance to perform timely. The Executive Director stated that he met with Charlie Smith and most recently with John Zapresalka from Appecella. He stated that John said there is a learning curve that was necessary for his staff to go through. He stated that the Tax season was in effect and it tampered with the learning curve. He stated that the Seymour Housing Authority was not being charged for the time in the learning curve. He stated that staff would be training other staff at Appecella to complete the reports as well, so that the reporting should be a lot timelier.

The Executive Director stated that the reports must be completed on time, he reminded the Board that the Seymour Housing Authority and Smith Street Assisted Living Partnership were in default with the financial reports being late. He stated that the Seymour Housing Authority has never been defaulted or lost scoring on HUD's PHAS for late submission.

After some further brief discussion, Commissioner Horelick motioned to continue our agreement with Appecella, Testa & Company for Accounting services until 12/31/2017 providing the reports and budgets are prepared timely. Commissioner Bellucci 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, Horlick and White. Commissioner Golebieski abstained from voting to avoid conflict of interest. Chairperson White declared the motion carried.

### ➤ **New Business**

Chairperson White introduced the financial reports for the two Federal programs Callahan House and Norman Ray House and Smithfield Gardens for the period ended 6/30/2016. (See Exhibit III)

## MINUTES

The Executive Director reviewed the results of operations and variances with the Commission for all three properties.

Commissioner Horelick motioned to acknowledge the financial report for Callahan House, Norman Ray House and Smithfield Gardens Assisted Living for the period ended 6/30/2016 as presented. Commissioner Bellucci 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. Commissioner White declared the motion carried.

Chairperson White introduced updates to the Violence Against Women's Act (VAWA) provisions to Seymour Housing Authority Policy. (See Exhibit IV)

The Executive Director discussed the updates which he said included a provision to provide for transfers of individuals who are in a domestic violence situation. He stated that the new provisions have further definition and direction on how to proceed with VAWA regulation.

After some further brief explanation and discussion, Commissioner Horelick motioned to adopt the provisions of the VAWA update and to authorize the Executive Director to implement the changes in the Tenant Selection Policy and Leases as required. Commissioner Bellucci 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, Golebieski, Horlick and White. Chairperson White declared the motion carried.

### ➤ **Any Other Business**

Commissioner Bellucci stated that despite the smoking free policy that there are resident's still smoking in their apartments. The Executive Director stated that the offenders need to be identified for the Seymour Housing Authority Personnel to address the issue. He stated that the procedures of 4 warnings will be followed after those offending have been identified.

The Executive Director also informed that he and the Resident Services Coordinator have meet with Mr. John O'Rourke to arrange smoking cessation classes. All agreed to start with a survey to see who may be interested.

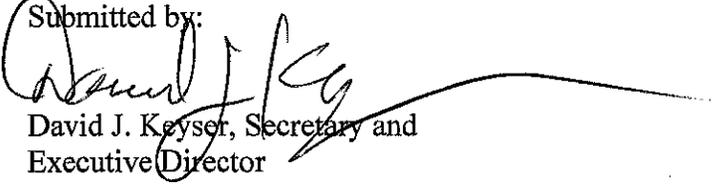
Commissioner Bellucci mentioned that he met with an Executive from Comcast and that they are doing an outreach to the community. They are providing pizza for a Callahan House Gathering to be held September 10, 2017. They will also provide hats and t-shirts.

### ➤ **Adjournment**

## MINUTES

Chairperson White asked for a motion to adjourn the 976th meeting of the Seymour Housing Authority. At 6:38 P.M. Commissioner Bellucci motioned to adjourn the 976th Meeting of the Seymour Housing Authority. Commissioner Horelick seconded the motion. Chairperson White acknowledged the motion and its second and asked all those in favor by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebiesk, Horelick and White. Chairperson White declared the motion carried and the 976th Meeting, a Regular Meeting, 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: June 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>
12	06/08/2017	No	DD	SHA PAYROLL	Payroll #12	No	\$28,143.44
13	06/22/2017	No	DD	SHA PAYROLL	Payroll #13	No	\$28,804.44
184	06/20/2017	No	CHK	VSP	VSP online	No	\$62.86
9410	06/01/2017	No	CHK	Liberty Bank	HSA for Larry Thomas	No	\$2,300.00
9411	06/01/2017	No	CHK	Liberty Bank	HSA for Jamie Pew	No	\$2,300.00
9412	06/01/2017	No	CHK	Liberty Bank	HSA for Kevin Crawford	No	\$2,300.00
9413	06/01/2017	No	CHK	Liberty Bank	HSA for David Keyser	No	\$4,350.00
9414	06/01/2017	No	CHK	Liberty Bank	HSA for Lisa Sanchez	No	\$2,300.00
9415	06/01/2017	No	CHK	Liberty Bank	HSA for Donna DeSantis	No	\$2,300.00
9416	06/02/2017	No	CHK	Apicella, Testa & Company, P.C.	April 2017 Expenses	No	\$617.50
9417	06/02/2017	No	CHK	Smithfield Gardens Assisted Livin	SHA Rental April 2017	No	\$4,354.16
9418	06/16/2017	No	CHK	Aflac Attn: Remittance Processing	Acct #: DHF89 May 2017 Expense	No	\$391.78
9419	06/16/2017	No	CHK	Allen's Plumbing Supply	Power Cord Assembly	No	\$56.40
9420	06/16/2017	No	CHK	AllState Fire Equipment	Ray House Fire Service	No	\$509.25
9421	06/16/2017	No	CHK	American Rooter LLC	Work order#39151 - Snaked tub, uni	No	\$916.50
9422	06/16/2017	No	CHK	Aquarion Water Company	Acct#200086423	No	\$1,070.11
9423	06/16/2017	No	CHK	Aquarion Water Company	Acct#200086434	No	\$708.47
9424	06/16/2017	No	CHK	Aquarion Water Company	Acct#200418958	No	\$12.37
9425	06/16/2017	No	CHK	Belletti's Tree Service	34 Seymour Ave	No	\$4,500.00
9426	06/16/2017	No	CHK	Bloxam Enterprises, LLC	Steam clean carpet, unit 3S	No	\$350.00
9427	06/16/2017	No	CHK	Buddy's Fuel, LLC	Callahan House	No	\$1,730.00
9428	06/16/2017	No	CHK	Comcast	Acct#8773 40 216 0041287	No	\$537.84
9429	06/16/2017	No	CHK	Comcast	Acct#8773 40 216 0027070	No	\$1,580.07
9430	06/16/2017	No	CHK	Comcast	Acct#8773 40 216 0178014	No	\$91.91
9431	06/16/2017	No	CHK	Comcast	Acct#8773 40 216 0174468	No	\$84.90
9432	06/16/2017	No	CHK	Comcast	Acct#877 40 216 0069528	No	\$161.83
9433	06/16/2017	No	CHK	Direct Energy Services, LLC	May's Exp.Acc# 726491/727020	No	\$1,371.35
9434	06/16/2017	No	CHK	Donald W. Smith, Jr. P.E	Callahan House Carpet Replacemen	No	\$1,275.00
9435	06/16/2017	No	CHK	Eversource	Acct#511 869 4017	No	\$102.31
9436	06/16/2017	No	CHK	Eversource	Acct#5147 148 3099	No	\$271.36
9437	06/16/2017	No	CHK	Eversource	Acct#57750480048	No	\$1,245.65
9438	06/16/2017	No	CHK	Eversource	Acct#5145 776 4090	No	\$2,501.72
9439	06/16/2017	No	CHK	Eversource	Acct#5177 958 3004	No	\$7,815.22
9440	06/16/2017	No	CHK	Experian	Background ck	No	\$104.88
9441	06/16/2017	No	CHK	Friends Of Fur LLC	Pest control treatment, 17 Chamberli	No	\$200.00
9442	06/16/2017	No	CHK	Frontier	Acct#203-888-4579-123179-5	No	\$238.55
9443	06/16/2017	No	CHK	Frontier	Acct#203881-2464-110206-5	No	\$300.47
9444	06/16/2017	No	CHK	Frontier	Acct#203-881-0115-021194-5	No	\$73.66
9445	06/16/2017	No	CHK	Ge Appliance	Drip pans	No	\$448.00
9446	06/16/2017	No	CHK	Gregory Stamos	May 2017 Retainer	No	\$1,753.10
9447	06/16/2017	No	CHK	Oxford Lumber & Building Materia	Callahan Community Garden - Land	No	\$165.63
9448	06/16/2017	No	CHK	Peter E. Karpovich,	Seymour Housing Authority vs. Lafa	No	\$196.93
9449	06/16/2017	No	CHK	Pleasant Point Partners	First 36" Executive Console	No	\$55.00
9450	06/16/2017	No	CHK	Purchase Power	Acc# 8000 9090 0768 8851	No	\$1,520.99
9451	06/16/2017	No	CHK	Shell Credit Card Center	May's Expense Acc# 065 093 700	No	\$163.10
9452	06/16/2017	No	CHK	Smithfield Gardens Assisted Livin	SHA May's Rental	No	\$4,354.16
9453	06/16/2017	No	CHK	Sprint	Acct# 453584322 May's Exp	No	\$253.06

*Minutes  
Exhibit II*

**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: June 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>
9454	06/16/2017	No	CHK	St. Treasurer For Merfund	MERF 05-2017	No	\$6,297.06
9455	06/16/2017	No	CHK	Ted's Lawn Care LLC	May 2017 Landscaping - Early Sprin	No	\$2,445.00
9456	06/16/2017	No	CHK	Valley Electric Supply Company	Fluorescent Lights and light bulbs pu	No	\$961.66
9457	06/16/2017	No	CHK	Winter Bros Waste Systems	May 2017 Expenses - Ray House	No	\$404.68
9458	06/16/2017	No	CHK	Winter Bros Waste Systems	May 2017 Expenses - Callahan	No	\$425.95
9459	06/21/2017	Yes	CHK	Ferguson & McGuire/APS	Employment Practices Liability Ins.	No	\$11,310.00
9459	06/23/2017	No	VD	Ferguson & McGuire/APS	Void	No	(\$11,310.00)
9460	06/21/2017	No	CHK	Radovich Builders, LLP	Work order#39413 - Shoveled snow	No	\$8,634.55
9461	06/21/2017	No	CHK	Radovich Builders, LLP	Work Order#38763 - Supplied and In	No	\$12,027.00
9462	06/23/2017	No	CHK	Aegis Energy Services, Inc.	2nd Payment	No	\$1,492.11
9463	06/23/2017	No	CHK	Aetna	July's Billing	No	\$4,543.13
9464	06/23/2017	No	CHK	AIG	Workers Comp Ins	No	\$2,934.00
9465	06/23/2017	No	CHK	Anthem Dental	July's Expense	No	\$744.39
9466	06/23/2017	No	CHK	Callahan House Tenants Associat	June's Callahan Assoc.	No	\$25.00
9467	06/23/2017	No	CHK	Connecticut Housing Finance Aut	Proj.# 96089D	No	\$482.02
9468	06/23/2017	No	CHK	Lincoln National Life Insurance C	July's Expense	No	\$324.95
9469	06/23/2017	No	CHK	Norman Ray Tenant Association	June's Ray House Assoc	No	\$25.00
9470	06/23/2017	No	CHK	Radovich Builders, LLP	Work order#39335 - Adjusted door h	No	\$8,574.00
9471	06/23/2017	No	CHK	Radovich Builders, LLP	27 Seymour Ave	No	\$16,223.75
9472	06/23/2017	No	CHK	Radovich Builders, LLP	Apt. 1C	No	\$5,743.75
9473	06/27/2017	No	CHK	American Express	American Express 4.20th - 5.21st	No	\$2,541.74
9474	06/30/2017	No	CHK	G&K Services	2.1.2017	No	\$325.17

Minutes  
Exhibit D

Seymour Housing Authority  
General Ledger Cash Payment/Receipt Register  
Federal

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: June 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>
1990	06/05/2017	No	CHK	Callahan House Association	To cover RSC payroll	No	\$2,692.30
1991	06/06/2017	No	CHK	Orrell, Charlotte	PH AP Payment Jun 17	No	\$311.20
1992	06/16/2017	No	CHK	Seymour Housing Authority	Partial Reimb Callahan	No	\$60,000.00
1993	06/19/2017	No	CHK	Callahan House Association	To cover payroll	No	\$2,692.30
1994	06/21/2017	No	CHK	Seymour Housing Authority	RH Reimb	No	\$52,607.13
1995	06/26/2017	No	CHK	Seymour Housing Authority	RH Partial Reimb	No	\$3,000.00
1996	06/27/2017	No	CHK	Treasurer, State of Connecticut	Fingerprints Megan Robbins	No	\$12.00

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

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: June 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>
1780	06/06/2017	No	CHK	Jovia, Susan	PH AP Payment Jun 17	No	\$500.40
1780	06/06/2017	No	CHK	Jovia, Susan	PH AP Payment Jun 17	No	\$0.17
1781	06/09/2017	No	CHK	Ford Motor Credit Company	Van Payment	No	\$574.87

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: June 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>
4463	06/01/2017	No	CHK	Kinkel, Christine	PH AP Payment Jun 17	No	\$633.45
4464	06/02/2017	No	CHK	Seymour Housing Authority	Partial Reimb	No	\$35,000.00
4465	06/06/2017	No	CHK	Bender Plumbing Supplies Inc.	PO#2099 - 3 Kohler Cimarron toilets	No	\$806.33
4466	06/06/2017	No	CHK	Calvert Safe & Lock Ltd.	3 Duplication Key	No	\$6.30
4467	06/06/2017	No	CHK	Fitz Vogt & Associates, LTD	April 2017 Expenses	No	\$28,865.01
4468	06/16/2017	No	CHK	Seymour Housing Authority	Partial Reim	No	\$35,000.00
4469	06/21/2017	No	CHK	Kubilus, Genevieve	PH AP Payment Jun 17	No	\$960.18
4470	06/22/2017	No	CHK	Clear Water	March 2017 Expense	No	\$145.84
4471	06/22/2017	No	CHK	Radovich Builders, LLP	Apt. # 224	No	\$2,917.00

Minutes  
Exhibit I

#SEYM Seymour Housing Authority

Cover Letter (S193)	
Check Date :	06/08/2017-1
Period Range :	05/22/2017 TO 06/04/2017
Week Number :	Week #23

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	1	241.39
Total Direct Deposits	28	19128.91
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
<b>Total Net Payroll</b>	<b>21 Items</b>	<b>19370.30</b>

Total Billing Impound		127.83
Total Agency Checks	0	0.00
Total Agency Checks DD	3	181.00
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Human Resource Consulting Group	

**Sum of Checks 19679.13**

**Total of Checks Printed 24 Items**

Total Tax Liability	8464.31
Total Workers Comp Liability	0.00

**Total Payroll Liability 28143.44**

Total Direct Deposits 19309.91

**Total Debited From Account 28143.44**

**NEXT PERIOD DATES**

Check Date: 06/22/2017 Week 25  
 Period Begin: 06/05/2017  
 Period End: 06/18/2017  
 Call In Date: 06/19/2017 Week 25

Payroll rep: Sorrentino George

Minister  
Exhibit I

#SEYM Seymour Housing Authority

Tax Report For Payroll (S247)	
Check Date :	06/08/2017-1
Period Range :	05/22/2017 TO 06/04/2017
Week Number :	Week #23

Tax Type	Rate	Tax ID	Wages	Amount	# EE's	Frequency
<b>Federal Taxes</b>						
Federal	-----	060687649	25,651.74	3,145.85	21	Semi-Weekly
EE OASDI	0.062000	060687649	26,175.81	1,622.86	21	Semi-Weekly
EE Medicare	0.014500	060687649	26,175.81	379.54	21	Semi-Weekly
ER OASDI	0.062000	060687649	26,175.81	1,622.86	21	Semi-Weekly
ER Medicare	0.014500	060687649	26,175.81	379.54	21	Semi-Weekly
COBRA Credit	-----	060687649	-----	-----	21	Semi-Weekly
<b>Total 941 Liabilities without COBRA</b>				<b>7,150.65</b>		
<b>Total 941 Liabilities with COBRA</b>				<b>7,150.65</b>		
ER FUI	0.006000	060687649	0.00	-----	21	Quarterly
<b>Total Federal Taxes</b>				<b>7,150.65</b>		
<b>State Withholding</b>						
CT State Withholding		6613871-000	25,651.74	965.02	21	Weekly CT
<b>Total State Withholding</b>				<b>965.02</b>		
<b>Employer SUI Withholding</b>						
CT-SUI	0.034000	91-378-04	10,253.54	348.64	21	Quarterly
<b>Total Employer SUI</b>				<b>348.64</b>		
Total Employee Taxes				6,113.27		
Total Employer Taxes without COBRA				2,351.04		
<b>Total Tax Liability without COBRA</b>				<b>8,464.31</b>		
<b>Total Tax Liability with COBRA</b>				<b>8,464.31</b>		
Regular checks				241.39		
Manual checks				0.00		
3rd Party Checks				0.00		
Void Checks				0.00		
Direct Deposit Checks				19,309.91		
<b>Total Net Payroll</b>				<b>19,551.30</b>		
Agency Checks				0.00		
Agency Checks DD				0.00		
Agency Checks Void				0.00		
Billing Impound				127.83		
Total Workers Comp				0.00		
<b>Total Payroll Liability</b>				<b>28,143.44</b>		
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				19,679.13		
Total Direct Deposits				19,309.91		
<b>Total Amount Debited from your Account before Credit applied</b>				<b>28,143.44</b>		
<b>Total Amount Debited from your Account after Credit applied</b>				<b>28,143.44</b>		

Minutes  
Exhibit I

#SEYM Seymour Housing Authority

Cover Letter (S193)	
Check Date :	06/22/2017-1
Period Range :	06/05/2017 TO 06/18/2017
Week Number :	Week #25

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	19470.30
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
<b>Total Net Payroll</b>	<b>21 Items</b>	<b>19470.30</b>

Total Billing Impound		706.07
Total Agency Checks	0	0.00
Total Agency Checks DD	3	181.00
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Human Resource Consulting Group	

**Sum of Checks 20357.37**

<b>Total of Checks Printed</b>	<b>24 Items</b>	
Total Tax Liability		8447.07
Total Workers Comp Liability		0.00

**Total Payroll Liability 28804.44**

Total Direct Deposits 19651.30

**Total Debited From Account 28804.44**

**NEXT PERIOD DATES**

Check Date: 07/06/2017 Week 27  
 Period Begin: 06/19/2017  
 Period End: 07/02/2017  
 Call In Date: 07/03/2017 Week 27

Payroll rep: Sorrentino George

Minutes  
Exhibit I

#SEYM Seymour Housing Authority

Tax Report For Payroll (S247)	
Check Date :	06/22/2017-1
Period Range :	06/05/2017 TO 06/18/2017
Week Number :	Week #25

Tax Type	Rate	Tax ID	Wages	Amount	# EE's	Frequency
<b>Federal Taxes</b>						
Federal	-----	060687649	25,749.24	3,144.72	21	Semi-Weekly
EE OASDI	0.062000	060687649	26,273.60	1,628.98	21	Semi-Weekly
EE Medicare	0.014500	060687649	26,273.60	380.96	21	Semi-Weekly
ER OASDI	0.062000	060687649	26,273.60	1,628.98	21	Semi-Weekly
ER Medicare	0.014500	060687649	26,273.60	380.96	21	Semi-Weekly
COBRA Credit	-----	060687649	-----		21	Semi-Weekly
<b>Total 941 Liabilities without COBRA</b>				<b>7,164.60</b>		
<b>Total 941 Liabilities with COBRA</b>				<b>7,164.60</b>		
ER FUI	0.006000	060687649	0.00		21	Quarterly
<b>Total Federal Taxes</b>				<b>7,164.60</b>		
<b>State Withholding</b>						
CT State Withholding		6613871-000	25,749.24	956.11	21	Weekly CT
<b>Total State Withholding</b>				<b>956.11</b>		
<b>Employer SUI Withholding</b>						
CT-SUI	0.034000	91-378-04	9,599.23	326.36	21	Quarterly
<b>Total Employer SUI</b>				<b>326.36</b>		
Total Employee Taxes				6,110.77		
Total Employer Taxes without COBRA				2,336.30		
<b>Total Tax Liability without COBRA</b>				<b>8,447.07</b>		
<b>Total Tax Liability with COBRA</b>				<b>8,447.07</b>		
Regular checks				0.00		
Manual checks				0.00		
3rd Party Checks				0.00		
Void Checks				0.00		
Direct Deposit Checks				19,651.30		
<b>Total Net Payroll</b>				<b>19,651.30</b>		
Agency Checks				0.00		
Agency Checks DD				0.00		
Agency Checks Void				0.00		
Billing Impound				706.07		
Total Workers Comp				0.00		
<b>Total Payroll Liability</b>				<b>28,804.44</b>		
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				20,357.37		
Total Direct Deposits				19,651.30		
<b>Total Amount Debited from your Account before Credit applied</b>				<b>28,804.44</b>		
<b>Total Amount Debited from your Account after Credit applied</b>				<b>28,804.44</b>		

**Minutes  
Exhibit II**

**July 2017**

---

**Housing Authority of  
the Town of Seymour**

---

Executive Director's Report



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

Norman Ray House remained fully occupied during June 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.

<b>NORMAN RAY HOUSE</b>	<b>VACANCY/TURNOVER DAYS 2017</b>
<b>FEDERAL ELDERLY</b>	

<b>UNIT</b>	<b>PRIOR RESIDENT</b>	<b>MOVE-OUT</b>	<b>RESIDENT</b>	<b>NEXT IN-DATE</b>	<b>NO. OF</b>
-------------	---------------------------	-----------------	-----------------	-------------------------	---------------

Average number of vacancy days per vacancy: 0





## General Information

### Complaints

#### Callahan House

In February 2017 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. We went to court and the Housing Court decided to evict.

We had an event that involved alleged threatening situation that resulted in a resident being arrested. A Pre-termination letter was sent and we are perusing eviction proceedings. The Housing Court has put this individual on a court stipulated agreement.

We have received a complaint stating that a resident was asking people for money and using another residents EBT card to buy liquor. We are investigating these claims and have found them to be true we are moving forward with eviction. This individual has since moved out.

We received a complaint that a resident's sons and family friends were coming over begging a resident for money and yelling at the resident. The Seymour PD was called. Because these actions also including yelling and nuisance behavior, the Housing Authority placed a no trespass on all the parties at fault.

We received a complaint that residents were not following the Smoke Free Policy and smoking to close to the building. Thus, we have sent out four first offence letters and scheduled a grievance hearing for Thursday June 6, 2017.

#### Norman Ray House

We received a complaint that resident was letting strangers into the building. We sent out a memo to all tenants reminding them not to do this for the safety of the other residents.

We received a complaint that a resident's son was blasting rap music at all hours and using lewd language towards female residents. We issued a no trespass on the son and sent a preterm to the resident. They have requested a grievance hearing. We have since held a grievance hearing and the hearing officer has determined that the tenant has resolved the issues.

#### Moderate Rental

We have not received any complaints.

---

## **Operational**

We began the process of the Annual Waiting List Purge. Letters went to applicants prior to May 1, 2017 for them to respond if they were still interested. The 30 period is over and we are reviewing the waiting list to remove those individuals who did not respond. We have completed the annual purge. Anyone who was removed has 30 days to call and request to be put back on.

## **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. The installation of the elevator recall smoke detectors is complete as of the date of this meeting. This completes the 2016 work at this time.**
- **We negotiated the 1<sup>st</sup> floor hallway carpet replacement contract with the lowest bidder, Olympus Construction. We received 2 bids for the job that were in excess of \$30,000. We recently negotiated with the low bidder and applied some value engineering and have arrived at a price of \$15,900 to complete the work. A notice to proceed has been issued and the work will begin toward the end of June 2017.**
- **The Town of Seymour has submitted an application to the State of Connecticut Department of Housing for a Small Cities Grant for funding to install two generators to be located at the Rev. Callahan House and the Norman Ray House. These would be back up generators to power the buildings in the event of a prolonged power outage. As part of the application, a Phase I Environmental survey was completed. The Capital Needs Assessment was updated. Bid documents were also prepared. The Town of Seymour has paid for the preparation work for the application. We are awaiting word on this grant.**
- **We have started the work to be done in the units in regards to the Comcast Contract. The new TV rate is \$16 which is down from \$30. They have started Ray house and Callahan and plan to start Smithfield Gardens.**
- **To resolve parking issues for new residents who move in and residents being picked up or dropped off, we have eliminated one parking space in front of the building to create a pick up and drop off spot located in front of the main lobby door. This spot will be posted as 30 minute parking.**
- **As part our continuing effort to train and educate residents, we invited a guest speaker presented fair housing and civil rights matters for the residents of Callahan House.**

Approximately 60 residents attended the session. Attorney Tucker McSweeney from the firm of Szilagyi & Daly discussed the Fair Housing Law, Protected Classes, Claims and Tenant Liability. He explained that these fair housing matters leave the Seymour Housing Authority no choice but to begin eviction action when it discovers that discriminatory statements or actions have been observed. He discussed harassment claims in Connecticut and Massachusetts. Attorney McSweeney was an attorney for the Connecticut Human Rights and Opportunities Commission (CHRO). We have video taped this session and will have it to play back for residents who missed the session as well as new residents coming into Callahan House.

## **Norman Ray House**

- All 40 dwelling inspections were completed for 2017 in preparation for the February 28, 2017 HUD REAC Inspection.

## **Moderate Rental**

- 31 Annual dwelling inspections of the Moderate Rental dwelling units were completed this month. They will be completed at a rate of 4 units per week. The work orders seem fewer than last year, although some of the more serious ones included a roof repair, chimney flashing, and about 6 units cycle painting.
- Residents were notified on or before June 1, 2017 that the Base rent was raised by \$10/month and the percentage of income charge will increase to 29% of income. The increase has been completed.
- We have opened the Moderate Rental Waiting List. It will be open for a period of 90 days and will close on September 30, 2017 and the lottery drawing for placement will be held October 30, 2017

## **Smithfield Gardens Assisted Living**

### Occupancy Statistics:

- 96% (54 of 56 units) occupied as of 06/30/17
- Three applications in processing
- No move-ins in June; one move-out in June
- 11 applicants on waiting list for 60% units (\$985 rent)
- 9 applicants on waiting list for 50% units (\$825 rent)
- Average age is 84.8; age range is 67 - 100
- Average length of tenancy is 29.35 months

### Budgeting Statistics:

- 18 of 19 units rented at \$825

- 36 of 37 units rented at \$985
- 54 of 54 occupied units participating in the meal plan

Other:

- MRC/ALSA meetings 6/7, 6/14, 6/21, 6/28 (attended by MRC Director, RSC & RNs)  
56 residents' statuses reviewed each week; four residents out at rehab as of  
06/30/17
  - Resident Council Meeting held 05/25/17 – minutes follow; next meeting 06/29/17
  - June Fire Drill completed 06/26/17 (second shift)
-

Minutes  
Exhibit III

**Seymour Housing Authority**  
**Operating Statement for the Six Months Ended 06/30/2017**  
**Program: Federal      Project: 001 - Reverend Callahan House**

	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>					
Rental Income	187,581.00	170,000.00	17,581.00	340,000.00	(152,419.00)
Interest Income	(1.20)	550.00	(551.20)	1,100.00	(1,101.20)
Tenant Charges	5,639.00	6,250.00	(611.00)	12,500.00	(6,861.00)
Other Income	21,116.70	14,712.00	6,404.70	29,424.00	(8,307.30)
Operating Subsidy	99,610.00	110,000.00	(10,390.00)	220,000.00	(120,390.00)
<b>TOTAL INCOME</b>	<b>313,945.50</b>	<b>301,512.00</b>	<b>12,433.50</b>	<b>603,024.00</b>	<b>(289,078.50)</b>
<b>EXPENSES</b>					
<b>ADMINISTRATIVE</b>					
Wages	55,227.93	56,868.00	1,640.07	113,736.00	58,508.07
Compensated Absences	2,289.60	2,866.50	576.90	5,733.00	3,443.40
Legal	4,569.90	3,337.50	(1,232.40)	6,675.00	2,105.10
Travel	1,052.18	1,061.50	9.32	2,123.00	1,070.82
Accounting & Auditing	3,695.57	12,150.00	8,454.43	24,300.00	20,604.43
Office Supplies	2,046.31	3,450.00	1,403.69	6,900.00	4,853.69
Office Expenses	12,429.67	12,613.00	183.33	25,226.00	12,796.33
Office Rent	8,708.30	10,450.00	1,741.70	20,900.00	12,191.70
Tenant Services	13,759.21	6,554.50	(7,204.71)	13,109.00	(650.21)
<b>TOTAL ADMINISTRATIVE</b>	<b>103,778.67</b>	<b>109,351.00</b>	<b>5,572.33</b>	<b>218,702.00</b>	<b>114,923.33</b>
<b>UTILITIES</b>					
Water	17,336.34	13,200.00	(4,136.34)	26,400.00	9,063.66
Electricity	36,356.11	18,500.00	(17,856.11)	37,000.00	643.69
Gas	38,489.90	37,500.00	(989.90)	75,000.00	36,510.10
Cable	(5,420.65)	(5,850.00)	(429.35)	(11,700.00)	(6,279.35)
<b>TOTAL UTILITIES</b>	<b>86,761.70</b>	<b>63,350.00</b>	<b>(23,411.70)</b>	<b>126,700.00</b>	<b>39,938.30</b>
<b>MAINTENANCE</b>					
Wages	12,156.75	12,670.00	513.25	25,340.00	13,183.25
Supplies	6,346.50	6,100.00	(246.50)	12,200.00	5,853.50
Contractors	76,322.38	50,025.00	(26,297.38)	100,050.00	23,727.62
<b>TOTAL MAINTENANCE</b>	<b>94,825.63</b>	<b>68,795.00</b>	<b>(26,030.63)</b>	<b>137,590.00</b>	<b>42,764.37</b>
<b>OTHER</b>					
Insurance	8,879.60	10,944.50	2,064.90	21,889.00	13,009.40
Employee Benefits	25,807.06	25,662.00	54.94	51,724.00	25,916.94
Collection Losses	833.35	1,000.00	166.65	2,000.00	1,166.65
Extraordinary Maintenance	3,523.50	7,500.00	3,976.50	15,000.00	11,476.50
Property Taxes	6,514.47	10,665.00	4,150.53	21,330.00	14,815.53
Property Repl. & Betterments		5,500.00	5,500.00	11,000.00	11,000.00
<b>TOTAL OTHER</b>	<b>45,557.98</b>	<b>61,471.50</b>	<b>15,913.52</b>	<b>122,943.00</b>	<b>77,386.02</b>
<b>TOTAL EXPENSES</b>	<b>330,923.98</b>	<b>302,967.50</b>	<b>(27,956.48)</b>	<b>605,935.00</b>	<b>275,011.02</b>
<b>SURPLUS</b>	<b>(16,978.48)</b>	<b>(1,455.50)</b>	<b>(15,522.98)</b>	<b>(2,911.00)</b>	<b>(14,067.48)</b>

PREPARED BY MANAGEMENT  
FOR INTERNAL USE ONLY

Minutes  
Exhibit III

**Seymour Housing Authority**  
**Operating Statement for the Six Months Ended 06/30/2017**  
**Program: Federal      Project: 002 - Norman Ray House**

	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>					
Rental Income	66,442.00	56,500.00	9,942.00	113,000.00	(46,558.00)
Interest Income	(0.36)		(0.36)		(0.36)
Tenant Charges	955.00	1,100.00	(145.00)	2,200.00	(1,245.00)
Other Income	13,253.43	15,037.00	(1,783.57)	30,074.00	(16,820.57)
Operating Subsidy	50,244.00	53,500.00	(3,256.00)	107,000.00	(56,756.00)
<b>TOTAL INCOME</b>	<b>130,894.07</b>	<b>126,137.00</b>	<b>4,757.07</b>	<b>262,274.00</b>	<b>(121,378.93)</b>
<b>EXPENSES</b>					
<b>ADMINISTRATIVE</b>					
Wages	27,608.82	27,934.00	325.18	55,888.00	28,259.18
Compensated Absences	1,038.75	1,300.50	261.75	2,601.00	1,562.25
Legal	620.00	2,294.00	1,674.00	4,588.00	3,968.00
Travel	508.59	311.50	(197.09)	623.00	114.41
Accounting & Auditing	3,192.78	6,300.00	3,107.22	12,600.00	9,407.22
Office Supplies	988.03	1,869.00	880.97	3,738.00	2,749.97
Office Expenses	5,272.32	6,487.50	1,215.18	12,975.00	7,702.68
Office Rent	4,354.20	5,225.00	870.80	10,450.00	6,095.80
Tenant Services	1,150.00	500.00	(650.00)	1,000.00	(150.00)
<b>TOTAL ADMINISTRATIVE</b>	<b>44,733.49</b>	<b>52,221.50</b>	<b>7,488.01</b>	<b>104,443.00</b>	<b>59,709.51</b>
<b>UTILITIES</b>					
Water	3,078.69	4,600.00	1,521.31	9,200.00	6,121.31
Electricity	15,555.87	17,000.00	1,444.13	34,000.00	18,444.13
Cable	(3,804.69)	(3,750.00)	54.89	(7,500.00)	(3,695.11)
<b>TOTAL UTILITIES</b>	<b>14,829.87</b>	<b>17,850.00</b>	<b>3,020.33</b>	<b>35,700.00</b>	<b>20,870.33</b>
<b>MAINTENANCE</b>					
Wages	5,351.53	5,560.00	208.47	11,120.00	5,768.47
Supplies	1,655.04	2,160.00	504.96	4,320.00	2,664.96
Contractors	41,868.24	32,825.00	(9,043.24)	65,650.00	23,781.76
<b>TOTAL MAINTENANCE</b>	<b>48,874.81</b>	<b>40,545.00</b>	<b>(8,329.81)</b>	<b>81,090.00</b>	<b>32,215.19</b>
<b>OTHER</b>					
Insurance	3,912.50	4,846.50	934.00	9,693.00	5,780.50
Employee Benefits	12,858.76	12,387.50	(471.26)	24,775.00	11,916.24
Extraordinary Maintenance	1,065.00	250.00	(815.00)	500.00	(565.00)
Property Taxes	3,697.55	3,490.00	(207.55)	6,980.00	3,282.45
Property Repl. & Betterments		250.00	250.00	500.00	500.00
<b>TOTAL OTHER</b>	<b>21,533.81</b>	<b>21,224.00</b>	<b>(309.81)</b>	<b>42,448.00</b>	<b>20,914.19</b>
<b>TOTAL EXPENSES</b>	<b>129,971.78</b>	<b>131,840.50</b>	<b>1,868.72</b>	<b>263,681.00</b>	<b>133,709.22</b>
<b>SURPLUS</b>	<b>922.29</b>	<b>(5,703.50)</b>	<b>6,625.79</b>	<b>(11,407.00)</b>	<b>12,329.29</b>

PREPARED BY MANAGEMENT  
FOR INTERNAL USE ONLY

minutes  
Exhibit III

**Seymour Housing Authority**  
**Operating Statement for the Six Months Ended 06/30/2017**  
**Program: Smithfield Gardens      Project: Consolidated**

	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>					
<b>RENT</b>					
Tenant Rent Revenues	311,435.00	312,720.00	(1,285.00)	625,440.00	(314,005.00)
Rental Subsidies	270,899.04	269,136.00	1,763.04	538,272.00	(267,372.96)
Other Rent Revenues	21,770.80	28,125.00	(4,354.20)	52,250.00	(30,479.20)
Vacancy Loss	(7,682.00)	(15,636.00)	7,954.00	(31,272.00)	23,580.00
<b>TOTAL RENT</b>	<b>596,422.84</b>	<b>592,345.00</b>	<b>4,077.84</b>	<b>1,184,890.00</b>	<b>(588,287.16)</b>
<b>ASSISTED LIVING SERVICES</b>					
Core Services Income	84,848.66	107,120.50	(22,271.84)	214,241.00	(129,392.34)
Meal Service Income	159,157.50	159,030.00	127.50	318,080.00	(158,902.50)
ALSA Service Income	423,950.60	600,000.00	(176,049.40)	1,200,000.00	(776,049.40)
<b>TOTAL ASSISTED LIVING SERVICES</b>	<b>667,956.76</b>	<b>866,150.50</b>	<b>(198,193.74)</b>	<b>1,732,301.00</b>	<b>(1,064,344.24)</b>
Other Revenues	4,583.78	5,525.00	(941.22)	11,050.00	(6,466.22)
<b>TOTAL INCOME</b>	<b>1,268,963.38</b>	<b>1,464,020.50</b>	<b>(195,057.12)</b>	<b>2,928,041.00</b>	<b>(1,659,077.62)</b>
<b>EXPENSES</b>					
<b>ADMINISTRATIVE</b>					
Meetings & Marketing	1,579.45	2,307.50	728.05	4,615.00	3,035.55
Office Salaries	22,932.62	27,006.00	4,073.38	54,012.00	31,079.38
Office Expense	11,445.77	10,755.00	(690.77)	21,510.00	10,064.23
Management Fee	19,860.00	29,617.50	9,757.50	59,235.00	39,375.00
Manager Salaries	35,337.51	34,668.00	(669.51)	69,376.00	34,038.49
Legal, Accounting & Auditing	13,456.53	9,661.50	(3,795.03)	19,723.00	6,266.47
Miscellaneous Administrative	22.00	275.00	253.00	550.00	528.00
<b>TOTAL ADMINISTRATIVE</b>	<b>104,833.88</b>	<b>114,510.50</b>	<b>9,676.62</b>	<b>229,021.00</b>	<b>124,387.12</b>
<b>UTILITIES</b>					
Electricity	9,021.25	17,500.00	8,478.75	35,000.00	25,978.75
Water	2,001.23	4,000.00	1,998.77	8,000.00	5,998.77
Gas	34,107.67	32,000.00	(2,107.67)	64,000.00	29,892.13
<b>TOTAL UTILITIES</b>	<b>45,130.35</b>	<b>53,500.00</b>	<b>8,369.65</b>	<b>107,000.00</b>	<b>61,869.65</b>
<b>MAINTENANCE</b>					
Maintenance/Cleaning Salaries	11,123.36	12,595.50	1,472.14	25,191.00	14,067.64
Supplies	5,163.68	11,410.00	6,246.32	22,820.00	17,656.32
Contractors	13,841.66	33,075.00	19,233.34	66,150.00	52,308.34
Trash Removal	1,800.72	2,650.00	849.28	5,300.00	3,499.28
HVAC Repairs & Maintenance	5,649.67	10,000.00	4,350.33	20,000.00	14,350.33
Snow Removal	29,332.50	12,500.00	(16,832.50)	25,000.00	(4,332.50)
Cable & Internet	5,730.82	6,650.00	919.18	13,300.00	7,569.18
<b>TOTAL MAINTENANCE</b>	<b>72,642.41</b>	<b>86,880.50</b>	<b>16,238.09</b>	<b>177,761.00</b>	<b>105,118.59</b>
<b>OTHER EXPENSE</b>					
Payroll & Property Taxes	11,824.46	13,438.50	1,614.04	26,877.00	15,052.54
Employee Benefits	19,339.58	20,410.50	1,070.92	40,821.00	21,481.42
Misc Taxes, Licenses, Ins.	250.00	400.00	150.00	800.00	550.00
Mortgage Payments	210,709.86	210,710.00	0.14	421,420.00	210,710.14
Replacement Reserve Deposits	14,730.00	17,676.00	2,946.00	35,352.00	20,622.00
<b>TOTAL OTHER EXPENSE</b>	<b>278,935.15</b>	<b>292,585.00</b>	<b>13,663.85</b>	<b>585,178.00</b>	<b>306,242.85</b>

PREPARED BY MANAGEMENT  
FOR INTERNAL USE ONLY

Minutes  
Exhibit III

Seymour Housing Authority  
Operating Statement for the Six Months Ended 06/30/2017  
Program: Smithfield Gardens Project: Consolidated

	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>ASSISTED LIVING SERVICES</b>					
Core Services	135,095.44	132,646.00	(2,449.44)	265,292.00	130,196.56
Meal Services	112,468.38	181,914.00	69,345.62	363,628.00	251,159.62
ALSA Services	423,950.60	600,000.00	176,049.40	1,200,000.00	776,049.40
<b>TOTAL ASSISTED LIVING SERVICES</b>	<b>671,514.42</b>	<b>914,460.00</b>	<b>242,945.58</b>	<b>1,828,920.00</b>	<b>1,157,405.58</b>
<b>Surplus Subtotal</b>	<b>98,107.17</b>	<b>80.50</b>	<b>(98,026.67)</b>	<b>161.00</b>	<b>(95,946.17)</b>
<b>ADJUSTMENTS TO GAAP</b>					
7560 Asset Management Fee	1,008.00		(1,008.00)		(1,008.00)
8000 Replacement Reserve Deposits - Contra	(14,730.00)	(17,676.00)	(2,946.00)	(35,352.00)	(20,622.00)
<b>TOTAL ADJUSTMENTS TO GAAP</b>	<b>(13,722.00)</b>	<b>(17,676.00)</b>	<b>(3,954.00)</b>	<b>(35,352.00)</b>	<b>(21,630.00)</b>
<b>TOTAL EXPENSES</b>	<b>1,159,134.21</b>	<b>1,448,264.00</b>	<b>287,129.79</b>	<b>2,892,528.00</b>	<b>1,733,393.79</b>
<b>SURPLUS</b>	<b>109,829.17</b>	<b>17,756.50</b>	<b>92,072.67</b>	<b>35,813.00</b>	<b>74,316.17</b>

PREPARED BY MANAGEMENT  
FOR INTERNAL USE ONLY.

**Office of the Secretary, HUD**

**§ 5.2005**

public and Section 8 housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S.C. 1437d). This subpart applies to the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher and certificate programs under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, and 891.

**§ 5.2003 Definitions.**

The definitions of 1937 Act, PHA, HUD, household, responsible entity, and other person under the tenant's control are defined in subpart A of this part. As used in this subpart L:

*Bifurcate* means, with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

*Dating violence* means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

*Immediate family member* means, with respect to a person:

(1) A spouse, parent, brother, or sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(2) Any other person living in the household of that person and related to that person by blood or marriage.

*Stalking* means:

(1)(i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or

(ii) To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

(2) In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

- (i) That person,
- (ii) A member of the immediate family of that person, or
- (iii) The spouse or intimate partner of that person.

*VAWA* means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S.C. 1437f).

**§ 5.2005 VAWA protections.**

(a) *Notice of VAWA protections.* (1) PHAs must provide notice to public housing and Section 8 tenants of their rights under VAWA and this subpart, including the right to confidentiality and the exceptions; and

(2) PHAs must provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and this subpart; and

(3) Owners and management agents of assisted housing administering an Office of Housing project-based Section 8 program must provide notice to Section 8 tenants of their rights and obligations under VAWA and this subpart.

(4) The HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking, as provided in this subpart.

§ 5.2007

24 CFR Subtitle A (4-1-11 Edition)

(b) *Applicants.* Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission.

(c) *Tenants—(1) Domestic violence, dating violence, or stalking.* An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

(2) *Criminal activity related to domestic violence, dating violence, or stalking.* Criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

(d) *Limitations of VAWA protections.*

(1) Nothing in this section limits the authority of the PHA, owner, or management agent to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, or stalking, provided that the PHA, owner, or management agent does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;

(2) Nothing in this section may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if

they meet the standards provided in paragraph (e) of this section.

(3) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section, should be utilized by a PHA, owner, or management agent only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(e) *Actual and imminent threat.* An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**§ 5.2007 Documenting the occurrence of domestic violence, dating violence, or stalking.**

(a) *Request for documentation.* A PHA, owner, or management agent presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to domestic violence, dating violence, or stalking may request that the individual making the claim document the abuse. The request for documentation must be in writing. The PHA, owner, or management agent may require submission of documentation within 14 business days after the date that the individual received the request for documentation. However, the PHA, owner, or management agent may extend this time period at its discretion.

## Appendix II: Model Owner Notification of Rights and Obligations

**[Insert Name of Housing Provider]**  
**NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS**  
**UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

### **Purpose**

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through [insert name of housing provider] HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

### **Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

### **Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

#### *Limitations of VAWA protections:*

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
  - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent

threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

- i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)
- ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

#### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document:
  - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

## **Moves**

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

## **Lease Bifurcation**

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

## **Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse**

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

### **Confidentiality**

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

## **Service Providers**

[insert name of housing provider] has extensive relationships with local service providers. [insert name of housing provider] staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in [insert name of housing provider] Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

## **Definitions**

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Dating violence** means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship;
  - (ii) The type of relationship; and
  - (iii) The frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**VAWA** means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

**Attached:**

Legal services and the domestic violence resources for the Metro area  
Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking  
[insert name of housing provider] VAWA Notice of Occupancy Rights

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## **Seymour Housing Authority**

### **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

#### **Emergency Transfers**

**Seymour Housing Authority** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> SEYMOUR HOUSING AUTHORITY allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of SEYMOUR HOUSING AUTHORITY to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SEYMOUR HOUSING AUTHORITY has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

---

<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Low Income Public Housing for Elderly and Disabled** is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify SEYMOUR HOUSING AUTHORITY's management office and submit a written request for a transfer to **the offices of the Seymour Housing Authority located at 28 Smith Street, Seymour CT 06483.**

SEYMOUR HOUSING AUTHORITY will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SEYMOUR HOUSING AUTHORITY's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

**Confidentiality**

SEYMOUR HOUSING AUTHORITY will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SEYMOUR HOUSING AUTHORITY written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SEYMOUR HOUSING AUTHORITY's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**

SEYMOUR HOUSING AUTHORITY cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SEYMOUR HOUSING AUTHORITY will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a

unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SEYMOUR HOUSING AUTHORITY may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SEYMOUR HOUSING AUTHORITY has no safe and available units for which a tenant who needs an emergency is eligible, SEYMOUR HOUSING AUTHORITY will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SEYMOUR HOUSING AUTHORITY will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.