

# MINUTES

COPY RECEIVED  
DATE: 1/18/18  
TIME: 2:55 pm  
TOWN CLERK'S OFFICE

## Seymour Housing Authority

### ➤ 979th Meeting

The 979th Meeting, a Regular meeting of the Seymour Housing Authority, was held on Wednesday, October 4, 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 5:36 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 978<sup>th</sup> Regular Meeting held on Wednesday September 6, 2017.

Commissioner Bellucci motioned to accept the minutes as presented. Commissioner Dota seconded the motion. Discussion followed and the Executive Director pointed out some corrections. Specifically, in the call of the previous minutes and the motion to adopt. It was the 977<sup>th</sup> meeting not 976<sup>th</sup>. Chairperson White pointed out the word Commissioner at the end of the vote on the bills and communications and asked for that word to be removed. Chairperson White acknowledged the motion and asked for an amended motion. Commissioner Bellucci motioned to accept the amended minutes of the September 6, 2017 meeting. Commissioner Dota seconded the amended 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, discussion was held about the Landscaping/snow removal contract and then Commissioner Bellucci motioned to approve the bills as presented and authorize payment of the bills. Commissioner



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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.

At this point, 5:37 P.M. Commissioner Golebieski entered the meeting.

The Executive Director discussed a letter from the Seymour Police Commission inviting the Executive Director to attend a meeting of the Seymour Police Commission. The Executive Director stated that he has been informed that the Police Commission was seeking answers relative to the matters requiring a police involvement. The Executive Director stated he would attend. He invited any interested Commissioner from our group to attend.

## ➤ Executive Director's Report

See Exhibit II

## ➤ Old Business

The Executive Director referred to the discussion about an employee matter and a letter from a former employee that was discussed at last month's meeting. He made a recommendation to clarify the Personnel Policy regarding grievance with employees. He introduced a revision to Section 50) Grievances, Paragraphs A, B and C. (See Exhibit III)

After some further brief discussion regarding the provisions and clarifications, Commissioner Golebieski motioned to adopt Section 50, Grievances as presented. 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.

The Executive Director presented a change to Section 43 of the Personnel Policy relative to Dress Code. (See Exhibit IV)

After some brief discussion regarding the dress code, Commissioner Golebieski motioned to adopt Section 43. Dress Code as presented. 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.

## ➤ New Business

Chairperson White introduced the 2018 Annual Plan updates.

At 6:07 P.M. Chairperson White left the Meeting.

# MINUTES

The Executive Director shared the minutes of the Public Hearings and Tenant Association meetings and discussed first the mandatory VAWA updates to the Tenant Selection and Continued Occupancy Policy (TSCOP) and to the Lease Agreements.

The Executive Director discussed another change to the Callahan House Lease relative to visitors. He stated that the visitation has been changed from 30 days to a maximum of 14 days in one calendar year.

The Executive Director discussed the 5 year Capital Fund Plan and the work items within.

(See Exhibit V the documents described above)

After some further brief discussion, Commissioner Golebieski introduced Resolution # 411, Concerning PHA Certifications with PHA Plan and Related Regulations. (See Exhibit VI)

Commissioner Bellucci motioned to adopt Resolution # 411 Concerning PHA Certification with PHA Plan and Related Regulations. Vice Chairperson Horelick seconded the motion. Vice-Chairperson Horelick acknowledged the motion and its second and asked for a Roll Call Vote which was recorded as follows:

Commissioner	Vote		
	Yea	Nay	Abstain
Bellucci	X		
Dota	X		
Golebieski	X		
Horelick	X		

Vice-Chairperson Horelick declared the motion carried and Resolution 411 adopted as presented.

The Executive Director stated that the 2018 Management Plans were not prepared for viewing at this time.

He stated that the Board does, however need to make decisions on rent increases for the Moderate Rental and Smithfield Gardens properties.

The Executive Director reminded the Board of Commissioners that we are in the 3<sup>rd</sup> year of a rent increase program to cover the Payment in Lieu of Taxes. He presented the proposed rent increases per our agreement with the Town of Seymour and the need to raise the rent to pay the PILOT. (See Exhibit VII).

After some further brief discussion, Commissioner Golebieski motioned to adopt a \$15 base rent increase and a 1% of income increase to be effective July 1, 2018 for the Moderate Rental program units. Commissioner Bellucci seconded the motion. Vice

## MINUTES

Chairperson Horelick 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 and Horelick. Vice Chairperson Horelick declared the motion carried.

The Executive Director informed that we are proposing a \$15 rent increase for Smithfield Gardens. He distributed a schedule that showed historical rents as well as the Allowable Maximum rents (See Exhibit VIII).

After some further brief discussion, Commissioner Dota motioned to adopt a \$15 rent increase January 1, 2018 for the Smithfield Gardens Assisted Living program units. Commissioner Golebieski seconded the motion. Vice Chairperson Horelick 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 and Horelick. Vice Chairperson Horelick declared the motion carried.

### ➤ **Executive Session**

None

### ➤ **Any Other Business**

None

### ➤ **Adjournment**

Vice-Chairperson Horelick asked for a motion to adjourn the 979th meeting of the Seymour Housing Authority. At 6:22 P.M. Commissioner Dota motioned to adjourn the 979th Meeting of the Seymour Housing Authority. Commissioner Bellucci seconded the motion. Vice-Chairperson Horelick acknowledged the motion and its second and asked all those in favor by voting aye. Voting aye were Commissioners Bellucci, Dota, Golebieski, and Horelick. Vice-Chairperson Horelick declared the motion carried and the 979th 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: September 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>
19	09/14/2017	No	DD	SHA PAYROLL	Payroll #19	No	\$27,379.18
20	09/28/2017	No	DD	SHA PAYROLL	Payroll #20	No	\$27,362.81
187	09/12/2017	No	CHK	VSP	VSP online	No	\$62.86
9645	09/01/2017	No	CHK	M. J. Daly, LLC	Emergency Call - Temp patch Pin H	No	\$300.00
9646	09/01/2017	No	CHK	Radovich Builders, LLP	Work order#39876 - Replaced range	No	\$3,095.00
9647	09/01/2017	No	CHK	Radovich Builders, LLP	Work order#39829 - Replaced 55 til	No	\$7,300.50
9648	09/06/2017	No	CHK	Aegis Energy Services, Inc.	1st Payment	No	\$495.83
9649	09/06/2017	No	CHK	Aquarion Water Company	Acc# 200086434 Aug's Exp	No	\$644.86
9650	09/06/2017	No	CHK	Aquarion Water Company	Acc# 200086423 Aug's Exp	No	\$1,041.24
9651	09/06/2017	No	CHK	Aquarion Water Company	Acc# 200418958 18.5 Cham	No	\$12.37
9652	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0069528 Aug's E	No	\$162.87
9653	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0174468 Aug's E	No	\$92.27
9654	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0178014 Aug's E	No	\$93.31
9655	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0027070 Aug's E	No	\$1,398.97
9656	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0041287 Aug's E	No	\$733.00
9657	09/06/2017	No	CHK	Europa Enterprises, LLC	Work order#39967, Interior painting,	No	\$2,700.00
9658	09/06/2017	No	CHK	Eversource	Acc# 5122 646 4071 - 18.5 Cham	No	\$59.81
9659	09/06/2017	No	CHK	Frontier	Acc# 203.888.4579.123179.5 Aug's	No	\$244.97
9660	09/06/2017	No	CHK	Frontier	Acc# 203.881.0115.021194.5 Aug's	No	\$75.72
9661	09/06/2017	No	CHK	Frontier	Acc# 203.881.2464.110206.5 Aug's	No	\$305.27
9662	09/06/2017	No	CHK	G&K Services	Aug's Expense	No	\$275.70
9663	09/06/2017	No	CHK	Network Synergy Systems Integra	July's Expense Network Synergy	No	\$300.00
9664	09/07/2017	No	CHK	Buel Cpa, P.C.	1st Half of Dec. 31st, 2016 Audit	No	\$4,930.00
9665	09/11/2017	No	CHK	American Express	American Express 7.22nd - 8.21st	No	\$809.22
9666	09/11/2017	No	CHK	Apicella, Testa & Company, P.C.	June's Expense	No	\$5,950.00
9667	09/11/2017	No	CHK	Belletti's Tree Service	July's Exp. 1 Seymour Ave	No	\$1,125.00
9668	09/11/2017	No	CHK	Eversource	Acc# 5177 958 3004 Aug's Exp	No	\$5,940.70
9669	09/11/2017	No	CHK	Eversource	Acc# 5136 410 4042 Aug's Exp	No	\$3,015.03
9670	09/11/2017	No	CHK	Eversource	Acc# 57750480048 Aug's Expense	No	\$1,333.76
9671	09/11/2017	No	CHK	Eversource	Acc# 5147 148 3099 Aug's Exp	No	\$391.77
9672	09/11/2017	No	CHK	Eversource	Acc# 5111 869 4017 Aug's Exp	No	\$45.84
9673	09/11/2017	No	CHK	Management Computer Services I	Aug's Portion	No	\$968.00
9674	09/11/2017	No	CHK	Radovich Builders, LLP	Work order#3999 - Cleaned and repl	No	\$788.00
9675	09/11/2017	No	CHK	Radovich Builders, LLP	2 Seymour Ave	No	\$32.50
9676	09/11/2017	No	CHK	Staples Credit Plan	Staples mainly July's Expense	No	\$507.25
9677	09/11/2017	No	CHK	Xerox Financial	Aug's Exp	No	\$495.28
9678	09/18/2017	No	CHK	Aegis Energy Services, Inc.	2nd Payment	No	\$495.83
9679	09/18/2017	No	CHK	Belletti's Tree Service	Inv# 36 - 3 Seymour Ave	No	\$2,375.00
9680	09/18/2017	No	CHK	Callahan House Tenants Associat	Sept's Exp	No	\$25.00
9681	09/18/2017	No	CHK	Norman Ray Tenant Association	Sept.' s Expense	No	\$25.00
9682	09/18/2017	No	CHK	Shell Credit Card Center	Acc# 065 093 700 Aug's Exp	No	\$198.25
9683	09/18/2017	No	CHK	Smithfield Gardens Assisted Livin	SHA July's Rental	No	\$4,354.16
9684	09/18/2017	No	CHK	Sprint	Aug's Exp. + extra Phone Charge m	No	\$493.42
9685	09/20/2017	No	CHK	Liberty Bank	HSA for Kevin Brown	No	\$2,300.00
9686	09/25/2017	No	CHK	Aetna	Sept's Expense	No	\$4,187.11
9687	09/25/2017	No	CHK	AIG	Workers Comp Insurance	No	\$2,934.00
9688	09/25/2017	No	CHK	Anthem Dental	Oct's Dental Exp.	No	\$744.39

**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: September 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>
9689	09/25/2017	No	CHK	Connecticut Housing Finance Aut	October's Payment Proj.# 96089D	No	\$462.02
9690	09/25/2017	No	CHK	Lincoln National Life Insurance C	October's Life Ins. Expense	No	\$418.17
9691	09/25/2017	No	CHK	Window Products Awning, Blind &	Blind & Shades for Callahan House	No	\$250.00
9692	09/25/2017	No	CHK	Ted's Lawn Care LLC	\$8,814.25 //10% (-) \$850 = \$7,964.2	No	\$7,964.25

**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: September 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>
4539	09/01/2017	No	CHK	Allen's Plumbing Supply	Delta u4002-PK Universal Pln Mount	No	\$54.45
4540	09/01/2017	No	CHK	Aquarion Water Company Of CT	Acct#200204656	No	\$125.82
4541	09/01/2017	No	CHK	Direct Energy Services, LLC	July 2017 Expenses	No	\$2,670.37
4542	09/01/2017	No	CHK	Europa Enterprises, LLC	Work order#40231, interior painting,	No	\$1,200.00
4543	09/01/2017	No	CHK	Eversource	Acct#51083234013	No	\$6,503.67
4544	09/01/2017	No	CHK	Eversource	Acct#57476540034	No	\$1,911.49
4545	09/01/2017	No	CHK	M. J. Daly, LLC	Agreement 588 Billing#1 of 4 - Quart	No	\$360.50
4546	09/01/2017	No	CHK	Radovich Builders, LLP	Work order#39907, replace ballast i	No	\$325.00
4547	09/05/2017	No	CHK	Janice Krueger	PH AP Payment Sep 17	No	\$1,070.32
4548	09/06/2017	No	CHK	Allen's Plumbing Supply	Aug's Expense	No	\$12.00
4549	09/06/2017	No	CHK	Aquarion Water Company Of CT	Acct# 200204664 Aug's Expense	No	\$650.17
4550	09/06/2017	No	CHK	Clear Water	Full Service Water Treatment Progra	No	\$145.84
4551	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0069536 Aug's E	No	\$59.79
4552	09/06/2017	No	CHK	Comcast	Acc# 8773 40 216 0069510 Aug's E	No	\$1,032.60
4553	09/06/2017	No	CHK	Environmental Systems Corporati	Aug's Expense	No	\$1,232.03
4554	09/06/2017	No	CHK	F. Pepe Construction, Llc	Sidewalk replacement project, 20 S	No	\$14,873.50
4555	09/06/2017	No	CHK	Frontier	Acc# 203.888.5093.092806.5 Aug's	No	\$386.11
4556	09/06/2017	No	CHK	HD Supply	Aug's Expense	No	\$262.97
4557	09/06/2017	No	CHK	Life Source, Inc.	Monitoring Annual Fire Alarm Servic	No	\$420.00
4558	09/06/2017	No	CHK	Radovich Builders, LLP	Work order#40089 - Replaced tub dr	No	\$1,498.50
4559	09/06/2017	No	CHK	Seymour Housing Authority	August's Mgt Fee	No	\$4,965.00
4560	09/06/2017	No	CHK	Shaker Marketing	Aug's Expense	No	\$750.00
4561	09/06/2017	No	CHK	Smart Music	1 Hr. Performance 8.9th.2017	No	\$100.00
4562	09/06/2017	No	CHK	Valley Electric Supply Company	Aug's Expense	No	\$21.00
4563	09/06/2017	No	CHK	Winter Bros Waste Systems	Aug's Expense	No	\$450.18
4564	09/08/2017	No	CHK	Seymour Housing Authority	partial reimb	No	\$10,000.00
4565	09/11/2017	No	CHK	Seymour Housing Authority	SG Partial reimb	No	\$4,000.00
4566	09/18/2017	No	CHK	Comcast	Acc# 8773 40 216 0069510 Sept's E	No	\$942.35
4567	09/18/2017	No	CHK	Comcast	Acc# 8773 40 216 0069536 Sept's E	No	\$55.95
4568	09/18/2017	No	CHK	Direct Energy Services, LLC	Acc# 726491 - 46521 Aug's Exp	No	\$2,551.89
4569	09/18/2017	No	CHK	Europa Enterprises, LLC	Paint Donna's Office	No	\$1,200.00
4570	09/18/2017	No	CHK	Eversource	Acc# 57669970055 Aug's Exp	No	\$1,884.55
4571	09/18/2017	No	CHK	Eversource	Acc# 51083234013 Aug's Exp	No	\$5,869.54
4572	09/18/2017	No	CHK	Frontier	Acc# 203.888.5093.092806.5 Sept's	No	\$376.10
4573	09/18/2017	No	CHK	Leigh Henry Music, LLC	One Hr. Performance 9.27th	No	\$150.00
4574	09/18/2017	No	CHK	Radovich Builders, LLP	Supplied Ballast for Stock	No	\$401.00
4575	09/18/2017	No	CHK	Theo Pro	Aug's Expense	No	\$82.50
4576	09/19/2017	No	CHK	Fitz Vogt & Associates, LTD	Aug's Fitz Vogt	No	\$28,711.61

**Seymour Housing Authority  
General Ledger Cash Payment/Receipt Register  
Federal**

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: September 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>
2015	09/01/2017	No	CHK	Seymour Housing Authority	portion of RH reimb	No	\$12,000.00
2016	09/05/2017	No	CHK	Seymour Housing Authority	Callahan partial reimb	No	\$12,000.00
2017	09/11/2017	No	CHK	Callahan House Association	To cover RSC Payroll	No	\$2,692.30
2018	09/11/2017	No	CHK	Seymour Housing Authority	Callahan Reimb	No	\$18,966.97
2019	09/11/2017	No	CHK	Seymour Housing Authority	RH Reimb	No	\$12,581.48
2020	09/18/2017	No	CHK	Seymour Housing Authority	Callahan Reimb	No	\$7,967.88
2021	09/18/2017	No	CHK	Seymour Housing Authority	RH Reimb	No	\$3,471.60
2022	09/22/2017	No	CHK	Seymour Housing Authority	Reimb to cover portion payroll and	No	\$9,500.00
2023	09/22/2017	No	CHK	Land Jet	Help the Callahan Association	No	\$300.00
2024	09/25/2017	No	CHK	Callahan House Association	To cover ROSS payroll 9.28th	No	\$2,692.30

**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: September 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>
316	09/25/2017	No	CHK	Aquarion Water Company	Acc# 200340760	No	\$12.79

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

Filter Criteria Includes: 1) Project: All, 2) Payment Date: All, 3) Financial Period: September 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>
1788	09/08/2017	No	CHK	Ford Motor Credit Company	Van Payment	No	\$574.87
1789	09/22/2017	No	CHK	Seymour Housing Authority	partial to cover payroll	No	\$22,000.00
1790	09/25/2017	No	CHK	Seymour Housing Authority	Early Reimb to Cover Ted's bill 10%	No	\$8,000.00
1791	09/29/2017	No	CHK	Treasurer, State of Connecticut	Fingerprint for Kristine Omior	No	\$12.00
1792	09/29/2017	No	CHK	Treasurer, State of Connecticut	Fingerprint for Yamayra Diaz	No	\$12.00

**#SEYM Seymour Housing Authority**

Cover Letter (S193)	
Check Date :	09/14/2017-1
Period Range :	08/28/2017 TO 09/10/2017
Week Number :	Week #37

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 then 48 hours from your check date your direct deposits may not hit on the check date. Please contact your payroll representaive 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

<b>Payroll Totals:</b>	<b># Checks</b>	
Total Regular Checks	4	448.68
Total Direct Deposits	26	18250.56
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>18699.24</b>
Total Billing Impound		153.81
Total Agency Checks	0	0.00
Total Agency Checks DD	4	281.00
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks		Tax deposit to be made by Human Resource Consulting Group
<b>Sum of Checks</b>		<b>19134.05</b>
<b>Total of Checks Printed</b>	<b>25 Items</b>	
Total Tax Liability		8245.13
Total Workers Comp Liability		0.00
<b>Total Payroll Liability</b>		<b>27379.18</b>
Total Direct Deposits		18531.56
<b>Total Debited From Account</b>		<b>27379.18</b>

**NEXT PERIOD DATES**

Check Date: 09/28/2017 Week 39  
 Period Begin: 09/11/2017  
 Period End: 09/24/2017  
 Call In Date: 09/25/2017 Week 39

**Payroll rep: Sorrentino George**

#SEYM Seymour Housing Authority

Tax Report For Payroll (S247)	
Check Date :	09/14/2017-1
Period Range :	08/28/2017 TO 09/10/2017
Week Number :	Week #37

Tax Type	Rate	Tax ID	Wages	Amount	# EE's	Frequency
<b>Federal Taxes</b>						
Federal	-----	060687649	24,966.62	3,151.93		21 Semi-Weekly
EE OASDI	0.062000	060687649	25,486.17	1,580.15		21 Semi-Weekly
EE Medicare	0.014500	060687649	25,486.17	369.59		21 Semi-Weekly
ER OASDI	0.062000	060687649	25,486.17	1,580.15		21 Semi-Weekly
ER Medicare	0.014500	060687649	25,486.17	369.59		21 Semi-Weekly
COBRA Credit	-----	060687649	-----			21 Semi-Weekly
<b>Total 941 Liabilities without COBRA</b>					<b>7,051.41</b>	
<b>Total 941 Liabilities with COBRA</b>					<b>7,051.41</b>	
ER FUI	0.006000	060687649	0.00			21 Quarterly
<b>Total Federal Taxes</b>					<b>7,051.41</b>	
<b>State Withholding</b>						
CT State Withholding		6613871-000	24,966.62	997.54		21 Weekly CT
<b>Total State Withholding</b>					<b>997.54</b>	
<b>Employer SUI Withholding</b>						
CT-SUI	0.034000	91-378-04	5,770.06	196.18		21 Quarterly
<b>Total Employer SUI</b>					<b>196.18</b>	
<b>Total Employee Taxes</b>				6,099.21		
<b>Total Employer Taxes without COBRA</b>				2,145.92		
<b>Total Tax Liability without COBRA</b>					<b>8,245.13</b>	
<b>Total Tax Liability with COBRA</b>					<b>8,245.13</b>	
Regular checks				448.68		
Manual checks				0.00		
3rd Party Checks				0.00		
Void Checks				0.00		
Direct Deposit Checks				18,531.56		
<b>Total Net Payroll</b>					<b>18,980.24</b>	
Agency Checks				0.00		
Agency Checks DD				0.00		
Agency Checks Void				0.00		
Billing Impound				153.81		
Total Workers Comp				0.00		
<b>Total Payroll Liability</b>					<b>27,379.18</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				19,134.05		
Total Direct Deposits				18,531.56		
<b>Total Amount Debited from your Account before Credit applied</b>					<b>27,379.18</b>	
<b>Total Amount Debited from your Account after Credit applied</b>					<b>27,379.18</b>	

Human Resource Consulting Group  
 phone: 203-881-1755  
 fax: 203-881-3135  
 e-mail: Cynthia@Hr-Consulting-Group.Com

Date Printed: 09/11/2017 12:35:18 PM

**#SEYM Seymour Housing Authority**

Cover Letter (S193)	
Check Date :	09/28/2017-1
Period Range :	09/11/2017 TO 09/24/2017
Week Number :	Week #39

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

<b>Payroll Totals:</b>	<b># Checks</b>	
<i>Total Regular Checks</i>	0	0.00
<i>Total Direct Deposits</i>	26	18374.53
<i>Total Manual Checks</i>	1	100.00
<i>Total 3rd Party Checks</i>	0	0.00
<i>Total Void Checks</i>	0	0.00
<i>Total COBRA Checks</i>	0	0.00
<b>Total Net Payroll</b>	<b>20 Items</b>	<b>18474.53</b>
<i>Total Billing Impound</i>		710.34
<i>Total Agency Checks</i>	1	144.00
<i>Total Agency Checks DD</i>	3	181.00
<i>Total Agency Checks Void</i>	0	0.00
<i>Total Tax Deposit Checks</i>		Tax deposit to be made by Human Resource Consulting Group
<b>Sum of Checks</b>		<b>19509.87</b>
<b>Total of Checks Printed</b>	<b>23 Items</b>	
Total Tax Liability		7952.94
Total Workers Comp Liability		0.00
<b>Total Payroll Liability</b>		<b>27462.81</b>
Total Direct Deposits		18555.53
<b>Total Debited From Account</b>		<b>27362.81</b>

**NEXT PERIOD DATES**

Check Date: 10/12/2017 Week 41  
 Period Begin: 09/25/2017  
 Period End: 10/08/2017  
 Call In Date: 10/06/2017 Week 40

Payroll rep: Sorrentino George

Human Resource Consulting Group  
 phone: 203-881-1755  
 fax: 203-881-3135  
 e-mail: Cynthia@Hr-Consulting-Group.Com

Date Printed: 09/25/2017 1:19:04 PM

#SEYM Seymour Housing Authority

Tax Report For Payroll (S247)	
Check Date :	09/28/2017-1
Period Range :	09/11/2017 TO 09/24/2017
Week Number :	Week #39

Tax Type	Rate	Tax ID	Wages	Amount	#EE's	Frequency
<b>Federal Taxes</b>						
Federal	-----	060687649	24,619.74	2,988.26	19	Semi-Weekly
EE OASDI	0.062000	060687649	25,109.33	1,556.78	19	Semi-Weekly
EE Medicare	0.014500	060687649	25,109.33	364.07	19	Semi-Weekly
ER OASDI	0.062000	060687649	25,109.33	1,556.78	19	Semi-Weekly
ER Medicare	0.014500	060687649	25,109.33	364.07	19	Semi-Weekly
COBRA Credit	-----	060687649	-----	-----	19	Semi-Weekly
<b>Total 941 Liabilities without COBRA</b>				<b>6,829.96</b>		
<b>Total 941 Liabilities with COBRA</b>				<b>6,829.96</b>		
ER FUI	0.008000	060687649	0.00	-----	19	Quarterly
<b>Total Federal Taxes</b>				<b>6,829.96</b>		
<b>State Withholding</b>						
CT State Withholding		6613871-000	24,619.74	935.81	19	Weekly CT
<b>Total State Withholding</b>				<b>935.81</b>		
<b>Employer SUI Withholding</b>						
CT-SUI	0.034000	91-378-04	5,504.74	187.17	19	Quarterly
<b>Total Employer SUI</b>				<b>187.17</b>		
Total Employee Taxes				5,844.92		
Total Employer Taxes without COBRA				2,108.02		
<b>Total Tax Liability without COBRA</b>				<b>7,952.94</b>		
<b>Total Tax Liability with COBRA</b>				<b>7,952.94</b>		
Regular checks				0.00		
Manual checks				100.00		
3rd Party Checks				0.00		
Void Checks				0.00		
Direct Deposit Checks				18,555.53		
<b>Total Net Payroll</b>				<b>18,655.53</b>		
Agency Checks				144.00		
Agency Checks DD				0.00		
Agency Checks Void				0.00		
Billing Impound				710.34		
Total Workers Comp				0.00		
<b>Total Payroll Liability</b>				<b>27,462.81</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				19,509.87		
Total Direct Deposits				18,555.53		
<b>Total Amount Debited from your Account before Credit applied</b>				<b>27,362.81</b>		
<b>Total Amount Debited from your Account after Credit applied</b>				<b>27,362.81</b>		

Human Resource Consulting Group  
 phone: 203-881-1755  
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Date Printed: 09/25/2017 1:19:20 PM

**Minutes**

**Exhibit II**

**October 2017**

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# **Housing Authority of the Town of Seymour**

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**Executive Director's Report**









The vacancy loss is approximately \$14,869 since January 1, 2017. We have budgeted \$23,418 for vacancy loss through September 30, 2017.

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## General Information

### Complaints

Callahan House

None

Norman Ray House

None

Moderate Rental

None

## Operational

We have our contract for management renewed for one year with a one year renewal clause with Oxford Housing Authority for the management of Crestview Ridge. The renewal went into effect on October 1, 2017.

We are out for Bid for the annual gutter cleaning of the Moderate Rental units, Callahan House, Norman Ray House & Smithfield Gardens.

I will be meeting with Secure Energy on 10/5/2017. A company that prices out natural gas and electrical rates for Housing Authorities and other property managers. Secure Energy will perform the bidding and we will be able to secure utility prices at the lowest possible point. Many Housing Authorities have taken advantage of this company and their pricing advantages. This will greatly help with cash flow so that we realize a cost reduction for Callahan, Ray Hosues and Smithfield Gardens.

## 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.

- 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 accommodated a reasonable request for an individual confined to a scooter for mobility. We installed a door opener for their apartment entry door.
- October 5, 2017 will be the start of a 5 part series of Smoking Cessation classes for the residents of the Rev. Callahan House.
- Beginning October 2017, the VNA will be providing 2 hours per month of a LSCW to provide Physiatrist visits for the residents of the Rev. Callahan House to take advantage of and to receive help.

## **Norman Ray House**

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

## **Moderate Rental**

- 69 Annual dwelling inspections of the Moderate Rental dwelling units were completed this month. They will be completed at a rate of 6 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.
- We closed the Moderate Rental Waiting List on September 30, 2017. It was open for a period of 90 days and the lottery drawing for placement will be held October 30, 2017

## **Smithfield Gardens Assisted Living**

### Occupancy Statistics:

- 100% (56 of 56 units) occupied as of 09/30/17
- Five applications in processing
- Four move-ins in September; no move-outs in September
- 6 applicants on waiting list for 60% units (\$985 rent)

- 6 applicants on waiting list for 50% units (\$825 rent)
- Average age is 84.9; age range is 67 - 100
- Average length of tenancy is 29.26 months

Budgeting Statistics:

- 19 of 19 units rented at \$825
- 37 of 37 units rented at \$985
- 56 of 56 occupied units participating in the meal plan

Other:

- MRC/ALSA meetings 9/6, 9/13, 9/20, 9/27 (attended by MRC Director, RSC & RNs)  
58 residents' statuses reviewed each week; three residents out at rehab as of 09/30/17
  - Resident Council Meeting held 09/07/17 (rescheduled from 08/31/17) – minutes follow; next meeting 09/28/17
  - September Fire Drill completed 09/22/17 (second shift)
  - *Rent Increase for 2018 sent in to CHFA for approval on 07/11/17; no response yet*
- 

During the last week of September we were visited and audited by Eversource. They found a regulator on the gas main malfunctioning and actually leaking gas. Eversource forced a shut down of the gas main until this regulator was replaced. This was a special order for a regulator which was designed specifically for this building. ESC, the contractor we used fortunately found a temporary replacement and got out gas turned on the next morning. A permanent regulator has been ordered and will be installed when it comes in.

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Resident Council Meeting

September 7, 2017

The August Resident Council meeting was postponed from 08/31/17 to September 7, 2017. The fifty-seventh Resident Council Meeting consisted of nine members of the council. Christine K. secretary read the minutes of the last meeting. Some of the issues the residents Complained about in July were not resolved due to budget issues. Some of the issues were resolved like the water and the pencil sharpeners I got for the coloring activities. Residents complained about tiles coming up in their bathroom. Gave Jamie downstairs 2 work orders for 226 and 212. Residents had no issues with any new business. Residents mentioning the cleaning crew we have for two weeks is great! Jean Marra shared with the residents about her friends in Florida about the upcoming hurricane. Bingo still seems to be raucous. Complaints about Helen S. coming in late and disrupting the game. | Suggested that Bill M. sit at the end of tables so when Helen comes in he can sit on her walker and she can have the chair. Still a nightmare. Barbara Bucko states it's no fun. George Glynn voted to adjourn the meeting. It was seconded by Bill C. Next meeting September 28<sup>th</sup>, 2017.



**50) Grievances**

A) Right of Employees

Employees shall have the right to present grievances, individual, or as a group. In so doing, employees shall be assured of freedom from restraint, interference, discrimination, and reprisal. Such grievances shall be presented only through the established lines of authority to the Executive Director. Employees must note that the Board of Commissioners has no jurisdiction over employee personnel matters. Grievances are processed and handled by the chain of command as described in B and C below.

B) Supervisory Responsibility

Supervisors at all levels shall receive and act promptly on employees' written complaints.

C) Appearance before Executive Director

Any employee shall have the right to appear before and present his grievance only to the Executive Director, or his designee, as a final appeal.

In matters of conflict, the Executive Director may appoint a fact finder or mediator.

Minutes  
Exhibit IV

**43) Dress Code**

The Seymour Housing Authority's objective in establishing a casual dress code is to allow our employees to work comfortably, yet, we still need our employees to project a professional image for our residents and clients who visit. Because all casual clothing is not suitable for the workplace, these guidelines will help you determine what is appropriate.

Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests is not appropriate for a professional appearance at work. Clothing that reveals excessive cleavage, back, chest, feet, upper leg, stomach, undergarments, tattoos and/or body piercings is also not appropriate. Sun dresses, shorts, sweatpants, midriff bearing tops, sleeveless shirts, tank tops, sandals, flip-flops, and hiking boots are examples of clothing not appropriate in our work environment.

Clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to residents or other employees is unacceptable. This includes images that are political or religious in nature, are sexually provocative, use profanity or are insulting of other employees.

A) Maintenance and Housekeeping Personnel

A uniform allowance will be provided for all maintenance and housekeeping staff. On an annual basis, to be adjusted with inflation, maintenance personnel will be allotted \$275 for work boots, Authority shirts, pants and/or shorts. Housekeepers will be allotted \$200 for work shoes, Authority shirts, pants and/or shorts, also to be adjusted with inflation.

In the summer months, maintenance and housekeeping personnel are allowed to wear conservatively styled shorts to maintain comfort.

B) Dress Down Day

Fridays have been formally designated by the Agency as a dress down day. On these days, jeans, sneakers and a more casual approach to dressing, although never potentially distasteful or offensive to others, are allowed. All rules about the acceptability of clothing listed previously apply on dress down day. A monthly contribution may be collected for participation in dress down Fridays to raise funds for a charitable purpose.

tattoos.

Minutes  
Exhibit ✓

**Seymour Housing Authority**  
**2018 Annual Plan**  
**Callahan House**  
**Tenant Association**  
**Meeting Minutes**

September 20, 2017

**I. Call to order**

David J Keyser called to order the special meeting of the Callahan House Tenant Association at 10:25 AM on September 20, 2017 at Seymour Housing Authority Office Conference Room.

**II. Roll call**

Jamie Pew conducted a roll call. The following persons were present: Dominick Bellucci, John Courtney, Judy Renkewith, and Darlene Perugini.

**III. Open issues**

David J Keyser stated that this meeting was regarding the Annual 5 Year Plan and the VAWA update to the policy and lease. He stated that with the new updates to the VAWA that was made by the Federal Government we cannot treat anyone that claims VAWA protection with the same rules and restrictions in regards to criminal background checks, EIV, Credit and Housing Eviction checks. The new law states that we are obligated to help anyone who claims VAWA get the necessary help. He also stated that the new law requires us to have an Emergency Transfer Plan. He stated that we need to take the following steps to be in compliance with the new regulations; Notification of the tenants (Exhibit I), has to be present anytime we send an eviction notice, had to put it in the lease (Exhibit II) and had to add it to the ACOP (Exhibit III).

John Courtney stated that the name should be changed to include men.

Jamie Pew stated that while the word Man is not in the name it provides protection to everyone regardless of age, gender identity, sex, national origin, race, familial status, handicap, and color.

David J Keyser also stated that he has changed the lease in regards to visitors. He stated that he changed the days from 30 to 14 days for a visitor to be allowed to stay overnight. He also stated that he added the VAWA protections to the lease.

Dominick Bellucci stated that he agrees with the changes that David Keyser has made.

David j Keyser stated that they are updating the 5-year plan. The Executive Director explained the 5-year plan and all the work items included (Exhibit IV). He also stated some changes to the rent calculation that HUD is proposing. IE. Change rent deduction from \$400 to \$550 and changing the medical deduction from 3% allowance to 10%.

John Courtney stated that everything costs money.

David J Keyser stated that he wanted to go over an issue that he knows tenants are having in regards to live-in aids. He stated that in order for a tenant to be allowed to have a live-in aid they must fill out a reasonable accommodation form. Then the Housing Authority sends a release of info and a separate form to the service provider.

Darlene Perugini inquired about some things she had found online stating that it says the live-in aid needs to have qualifications. She stated that she is not asking to see what they need the live-in aid for.

David J Keyser stated that HUD states we cannot ask for any form of qualifications. He stated that on the form sent to the service provider that they may be asked to testify and there may be a penalty if found to be untruthful. He stated that when a person receives approval they and the live-in aid have to sign a lease addendum stating that they understand they are still held to the same rules and regulations as everyone who lives in the building and that in the case of a deceased tenant the live-in aid has no legal right to take position of the unit. It is also stated that the income of the live-in aid is not counted towards the tenants rent.

Darlene Perugini inquired if the live-in aid can be a family member and if they have to be qualified.

David J Keyser stated that the live-in aid can be a family member and they do not need to have any qualifications. He also stated that the live-in aid is there to offer assistance in the case the tenants requires. He stated that the live-in aid has to show that they have a separate address that is there dwelling unit.

Darlene Perugini inquired regarding the 2 year prior good living rule.

David Keyser stated that there is a suggestion regarding that but that it is not a hard rule. He stated that the housing authority cannot know the care plan of the tenant.

Darlene Perugini inquired if she says that she needs a live-in aid she can apply for one?

David J Keyser stated yes.

Dominick Bellucci inquired if the live-in aid has to be in the unit 24/7.

David J Keyser stated that the live-in aid doesn't have to be in the unit for any specific amount of time. He stated that if the tenants continue to question and make comments regarding the live-in aid that the tenant can sue them in court. He also stated that the housing authority will not be held responsible due to us following the laws set by HUD.

John Courtney inquired about service animal regulations.

David J Keyser stated that yes there has been a change in the regulations of service animals.

Darlene Perugini stated that they cannot ask for certifications for the pet.

David J Keyser stated that this is not just housing authorities going through this, it is happening at colleges as well.

Darlene Perugini inquired about the \$300 security deposit.

David J Keyser stated that they cannot ask for a security deposit.

#### **IV. Adjournment**

David J Keyser adjourned the meeting at 11:00 AM.

Minutes submitted by: Jamie Pew

**PUBLIC HEARING  
2018 ANNUAL AGENCY PLAN**

**Date:** 9/20/2017  
**Time:** 5:30 P.M.  
**Location:** Rev. Callahan House Community Room  
32 Smith Street, Seymour CT 06483

Meeting Minutes

<i>Present:</i>	Loraine Corbet	Apt 1E
	Isolina Ortiz	Apt 3M
	Willie Rosa	Apt 3L
	Barbara Lyons	Apt 1G
	Robert Tokarz	Apt 4J
	Michelle Taylor	Apt 2R
	Gary Bill	Apt 4P
	George Murray	Apt 2Q
	Dominic Bellucci	Apt 4M
	Jean Fox	Apt 1L
	Judy Renkwith	Apt 3K
	Teresa Najda	Apt 3D
	Donna Parzyck	Apt 3A
	Gabrielle Kolakowski	Apt 1D
	Rita Cashin	Apt 4B
	Richard Peterson	Apt 3S
	Carol Sisson	Apt 2L
	Joan Seaman	Apt 1N
	Mary Yocher	Apt 2K
	Wayne Fiddler	Apt 2S
	Virginia Dota	Apt 4W
	Raymond Baldwin	Apt 4W
	Carol Born	Apt 3J
	Rita Casey	Apt 3N
	Gerl Salzanno	Apt 4Y
	Henrietta DiFederico	Apt 4N

*SHA representation:* David J. Keyser, Executive Director

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**I. Announcements**

The Executive Director stated that the purpose of this hearing was to present and discuss the 2018 Annual Plan and all the policies and procedures that were updated to accommodate Federal Regulation changes, as well as the Capital Fund 5 year plan.

**II. Discussion**

The Executive Director stated there have been several HUD regulatory updates that required Seymour Housing Authority to update its Dwelling Lease, Admissions and Continued Occupancy Policy, as well as to adopt other related policies.

He explained distributed Forms HUD 5830, 5831 and 5832. He explained that earlier this year, HUD has updated its Violence Against Women Act (VAWA) policies. He stated that a large part of this update included a requirement to notify Applicants as well as current residents of their protection under VAWA. He described procedures that the Seymour Housing Authority must follow relative to the screening of applicants as well as any summary action taken against existing residents who may be in violation of their lease. He commented that if any individual seeking housing identified to the Seymour Housing Authority that they were victims of domestic abuse, that we must consider mitigating circumstances while screening for past rental history, payment history and criminal history. We must also consider this a factor when evicting individuals have violated the Lease or haven't paid the rent. He stated further that Seymour Housing Authority has adopted an Emergency Transfer Policy for residents' identifying to Staff they are victims of Domestic Dispute. Under this policy anyone having difficulty can request a transfer to another unit, if available. The Executive Director distributed a copy of the Emergency Transfer Policy.

The Executive Director reminded the resident in attendance about the Federal Smoke Free Public Housing regulations. He stated that the Seymour Housing Authority has recently updated the Application and Continued Occupancy Policy with language relative to the smoke free policy. He stated the Lease and Lease addendum have already been updated.

The Executive Director stated that at the recommendation of our Community Police Officer and in conversation with the Tenant Association Board (in light of recent issues with visitors and guests), the Seymour Housing Authority is proposing to reduce the permitted visitation provisions of the lease from 30 days to 14 days in any one calendar year.

The Executive Director passed out the ACOP, Lease, and policy changes that were discussed.

The Executive Director distributed the 5 year Capital Fund Plan with an annual statement for year 2018. He discussed the work items from CFP year 2017 and proposed work items for 2018. He stated that these items are safety and security items that have been identified by the local Fire Marshall and as a result of an environmental review. He also discussed the proposed items for 2019, 2020, 2021 and 2022.

### **III. Roundtable/Comments**

The Executive Director stated that recommendations for changes to the policy based on this meeting were going to be presented to the Board of Commissioners at its next regularly scheduled meeting to occur on October 4, 2017. He then opened the floor to comments or questions.

**Resident/Public Comment:** Rita Cashin, Apt 4B, suggested that the 14 day stay should not blanket-ly apply to a calendar year. She stated that she has several family members residing in different parts of the United States. She gave an

example, that if her daughter were to stay for 14 days that should preclude her sister from visiting her at a different time. She wishes the Board to consider a policy change that would provide for this.

**SHA Response:** The Executive Director stated that he would present that view and request to the Board on October 4, 2017. He stated that longer term visitations have resulted in occupancy problems in the past. He did state that this reduction to 14 days was promulgated to address a problem where abuse disturbances were occurring.

**Resident Comment:** Loraine Corbet, Apt 1E commented about the Smoke Free Public Housing policy and the fact that some residents are "yelling" at people for smoking in non designated areas. He stated that this is exasperated by people taking pictures of people smoking in those non-designated areas. Loraine stated that this whole issue is a disturbance to peaceful enjoyment.

**SHA Response:** The Executive Director responded that the Seymour Housing Authority had responded to this issue recently by holding mediation and discussing the situation with all those individuals involved in the incident Loraine Corbet was referring to. He stated that during the mediation the photographing of residents was discussed and discouraged. He also stated that those individuals engaged in both sides of that issue were listened to and that a satisfactory agreement followed as a result of the mediation. He stated that this issue has not been repeated since the first reports.

**Resident Comment:** Loraine Corbet, Apt 1E asked if residents were allowed to baby sit Pets.

**SHA Response:** The Executive Director responded that the Pet Policy is clear that no unauthorized or visiting pets were permitted at the Callahan House.

**Resident Comment:** Wayne Fiddler, Apt. 2S Asked that in relation to the Capital Fund Plan if the Seymour Housing Authority has ever considered requesting money to install solar panels to defray the utility costs.

**SHA Response:** The Executive Director responded that he has made initial contact with a solar company being used by several housing authorities. He stated that solar is being investigating.

**Resident Comment:** Loraine Corbet, Apt. 1E asked if the Resident Services Coordinator position is still intact. She had heard that perhaps the funding for 2017 was in jeopardy.

**SHA Response:** The Executive Director responded that the Funding for RSC is still intact and this great program will continue through 2019.

**Resident Comment:** Loraine Corbet, Apt. 1E asked if anything further was said about the grant for a whole building generator for Rev. Callahan house. Have we received the money?

**SHA Response:** The Executive Director responded by summarizing the application. He stated that the Town of Seymour has applied to the State Department of Housing for a Small Cities Grant to obtain funding to install a generator for Callahan House in

to be used in an emergency situation resulting in power loss. He stated that we have not heard any response from the State, but reminded those in attendance that the State Budget has not been signed as of yet. He stated that he is aware that a lot of programs have been held up due to the State Budget impasse. He stated that similarly, the Farmer's Market Coupons have been left in the balance as a result of the budget as well.

**Resident Comment:** Loraine Corbet Apt. 1E commented that perhaps we can do some fund raising to obtain funds for the generator.

**SHA Response:** The Executive Director responded that it is entirely possible to do that. Callahan House Tenant's Association is a qualified 501c3 and charitable contributions are allowed.

**Resident Comment:** Wayne Fiddler Apt. 2S, commented about the Trash pickup being too early in the morning. He stated they are coming between 5:00am and 6:00am. He stated that he has complained to the Company, to Town Hall and to the Seymour Housing Authority and they are still coming at such a ridiculous hour.

**SHA Response:** The Executive Director responded that he was aware that Seymour Housing Authority Staff were in touch with the trash pickup contractor. He stated that he would follow up and see if he cannot get the pickup time changed.

#### **IV Conclusion**

The Executive Director asked if there were any more questions, comments or suggestions relative to the proposed updates to the Annual Plan, the policies and the five year CFP plan.

Hearing none, he concluded the meeting by summarizing that he was going forward to the Board of Commissioners with his recommendations and comments received this evening. He thanked everyone for their attendance and participation.

**2018 ANNUAL AGENCY PLAN  
Norman Ray House  
Tenants Association  
Meeting Minutes**

**Date:** 9/26/2017  
**Time:** 2:20 P.M.  
**Location:** Norman Ray House Community Room  
133 Walnut Street, Seymour CT 06483

Meeting Minutes

<i>Present:</i>	Erin Recchia	Apt 32
	Shirley McHugh	Apt 33
	Helen Licho	Apt 30
	John DeFonce	Apt 28
	Judith Plouffe	Apt 3
	William Sile	Apt 2
	John Belinski	Apt 10
	William Kotenski	Apt 24
	Nancy Negron	Apt 15
	Sandy Barrière	Apt 29

*SHA representation:* David J. Keyser, Executive Director

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**I. Announcements**

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**II. Discussion**

The Executive Director stated there have been several HUD regulatory updates that required Seymour Housing Authority to update its Dwelling Lease, Admissions and Continued Occupancy Policy, as well as to adopt other related policies.

He explained distributed Forms HUD 5830, 5831 and 5832. He explained that earlier this year, HUD has updated its Violence Against Women Act (VAWA) policies. He stated that a large part of this update included a requirement to notify Applicants as well as current residents of their protection under VAWA. He described procedures that the Seymour Housing Authority must follow relative to the screening of applicants as well as any summary action taken against existing residents who may be in violation of their lease. He commented that if any individual seeking housing identified to the Seymour Housing Authority that they were victims of domestic abuse, that we must consider mitigating circumstances while screening for past rental history, payment history and criminal history. We must also consider this a

factor when evicting individuals have violated the Lease or haven't paid the rent. He stated further that Seymour Housing Authority has adopted an Emergency Transfer Policy for residents' indentifying to Staff they are victims of Domestic Despute. Under this policy anyone having difficulty can request a transfer to another unit, if available. The Executive Director distributed a copy of the Emergency Transfer Policy.

The Executive Director reminded the resident in attendance about the Federal Smoke Free Public Housing regulations. He stated that the Seymour Housing Authority has recently updated the Application and Continued Occupancy Policy with language relative to the smoke free policy. He stated the Lease and Lease addendum have already been updated.

The Executive Director stated that at the recommendation of our Community Police Officer and in conversation with the Tenant Association Board (in light of recent issues with visitors and guests), the Seymour Housing Authority is proposing to reduce the permitted visitation provisions of the lease from 30 days to 14 days in any one calendar year.

The Executive Director passed out the ACOP, Lease, and policy changes that were discussed.

The Executive Director distributed the 5 year Capital Fund Plan with an annual statement for year 2018. He discussed the work items from CFP year 2017 and proposed work items for 2018. He stated that these items are safety and security items that have been Identified by the local Fire Marshall and as a result of an environmental review. He also discussed the proposed items for 2019, 2020, 2021 and 2022.

### **III. Roundtable/Comments**

The Executive Director stated that recommendations for changes to the policy based on this meeting were going to be presented to the Board of Commissioners at its next regularly scheduled meeting to occur on October 4, 2017. He then opened the floor to comments or questions.

**Resident Comment:** John DeFonce, Apt 28 asked If anything further was said about the grant for a whole building generator for Rev. Callahan house. Have we received the money?

**SHA Response:** The Executive Director responded by summarizing the application. He stated that the Town of Seymour has applied to the State Department of Housing for a Small Citiles Grant to obtain funding to install a generator for Callahan House in to be used in an emergency situation resulting in power loss. He stated that we have not heard any response from the State, but reminded those in attendance that the State Budget has not been signed as of yet. He stated that he is aware that a lot of programs have been held up due to the State Budget Impasse. He stated that similarly, the Farmer's Market Coupons have been left in the balance as a result of the budget as well.

**Resident/Public Comment:** William Slie, Apt 2 asked if there were still plans to install or add to the sidewalks in the rear of the building. He stated that there are a few residents that cannot access the patio area without the sidewalks.

**SHA Response:** The Executive Director stated that he would consider this request and add sidewalk improvements to the 5 year CFP plan.

**Resident Comment:** William Slie, Apt. 2 commented that perhaps a Boy Scout looking to earn an award toward Eagle Scout could be found to do the sidewalks.

**SHA Response:** The Executive Director responded that the enormity of a project like asphalt sidewalks or even concrete, might be a bit too much for a Scouting project like that.

**Resident Comment:** Willie Slie, Apt. 2. Asked if any parking could be added to the property. He stated that there is not enough room on the property for parking. He added that with winter weather coming, at times it gets tough parking across the street when it gets cold and messy with the snow. He added a question; Are we allowed to park in the Fire Zone for any period of time.

**SHA Response:** The Executive Director responded that the property is very limited in terms of parking spaces. He stated that this is why, several years ago, he negotiated with the Town of Seymour to permit parking on Walnut Street across from the building and in front of the parking lot. It accommodates approximately 5 vehicles. He reminded the residents present that the Town of Seymour has passed an ordinance relative to parking in Fire Zones which includes a substantial fine for leaving your car in the fire zone. The Housing Authority cannot grant permission to park in this area.

**Resident Comment:** John DeFonce, Apt. 28, asked if the parking lot cameras were working and recording. He stated that as a result of a prior incident, he was told by staff they aren't working.

**SHA Response:** The Executive Director responded that to the best of his knowledge, the cameras observing the parking lot are functioning. However, he will check into it and verify they are working in that area.

**Resident Comment:** John DeFonce Apt. 2 asked if we intend to use the same Snow Removal Contractor.

**SHA Response:** The Executive Director responded that the same Contractor from last year is still under contract. It was a two year contract for Snow Removal and Landscaping.

#### **IV Conclusion**

The Executive Director asked if there were any more questions, comments or suggestions relative to the proposed updates to the Annual Plan, the policies and the five year CFP plan.

Hearing none, he concluded the meeting by summarizing that he was going forward to the Board of Commissioners with his recommendations and comments received this evening. He thanked everyone for their attendance and participation.

**UPDATES TO THE  
FEDERAL TENANT SELECTION AND  
CONTINUED OCCUPANCY POLICY  
2017**

The Seymour Housing Authority does not have emergency housing and cannot house applicants until other applicants of the same family size ahead of them on the waiting list are housed.

All dwelling units and common areas are part of the Smoke Free housing. Smoking shall not take place in the dwelling unit, in all common areas of the building, nor will smoking take place anywhere inside of 25 feet of the building's perimeter. This does not mean the Seymour Housing Authority will deny occupancy to individuals that Smoke.

#### **I. Verifications**

The Authority will verify all income and assets, rental history and criminal history information. The Seymour Housing Authority may use, but is not limited to, the following sources of information for verification; (by means of interviews or home visits) landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Written inquiries will include a statement of the purpose of the inquiry and a statement signed by the applicant to permit the sources to release information.

All verifications will be obtained within ninety (90) days of lease execution and for all subsequent re-examinations to ensure that current and accurate data are being used in calculating rents and determining eligibility.

All changes in income, which affect rent between admissions and re-examinations, will be verified in accordance with the above provisions.

Tenant files will contain documentation of the following, but not limited to, verifications:

1. Applicants/tenants must furnish verification or provide authorization for the authority to obtain verification from a third party of all statements regarding income, assets, allowances, rental history, and criminal record. Certification by signing the Application for Admission or the Applications for Continued Occupancy will normally be considered sufficient verifications of family composition.
2. All income, assets, and each applicable deduction or exemption will be verified at the time of admission and at each subsequent re-examination.

2- 10

Income will be verified by third party verification. If third party written verification is not possible, a review of documentation provided by the family such as benefit checks, income tax returns, benefit award letters, savings and checking account statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third party verification is not possible, the Authority will document the reason why another method was used.

## **F. Additions to the Household**

Following receipt of a family's request for approval, HA will conduct pre-admission screening of the proposed new member. Examples of situations where the addition of a family member is subject to screening are:

1. resident plans to be married and files a request to add the new spouse to the lease;
2. resident is awarded custody of a child over the age for which juvenile justice records are available;
3. resident desires to employ a live-in aide.

Residents who fail to notify HA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by HA and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit provided they are reported to the HA within 72 hours of their arrival or prior thereto. Visits exceeding fourteen (14) calendar days in one year are not approved. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Resident will not be given permission to allow a former resident of the PHA, who has been evicted, to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease. Residents must advise the Authority if they will be absent from the unit for more than three (3) days in order to secure the unit and protect the safety of the residents.

## **G. Resident Transfers**

It is the HA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin or familial status. Residents can be transferred to accommodate a disability. Resident will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director.

Residents will be required to transfer when their occupancy of a dwelling unit no longer meets the Occupancy Standards and/or their unit is required for a family of a larger size for which the unit is more suitable. Single residents in a one-bedroom unit may be asked to transfer to a unit of a smaller size within thirty (30) days of a change in occupancy or after first being placed in a one-bedroom unit at the time of original occupancy.

**Resident Transfer Criteria:**

1. **Emergency transfers** are permitted when the unit or building conditions poses an immediate threat to resident life, health or safety as determined by HA. Emergency transfers may be made to repair unit defects hazardous to life, health or safety, or alleviate verified medical problems of a life threatening nature. **These transfers shall take priority over new admissions.**
  
2. **Medical transfers** shall be permitted, provided, tenant furnishes the Seymour Housing Authority with an adequate medical report signed by a physician licensed to practice in the State of Connecticut describing the conditions of the current apartment that contributes to the patient's request for medical transfers. The resident must also provide the Seymour Housing Authority with a written authorization for said physician to release the medical history. **These transfers shall take priority over new admissions.**
  
3. **In the event** a resident living on the upper three floors becomes unable to evacuate their dwelling during an emergency such as fire, due to a physical or medical condition, and they are still able to live independently, they will be required to transfer to the first floor when a unit becomes available.
  
4. **Good record required for a transfer** – Requested transfers will be approved if residents:
  - (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - (b) do not owe back rent or other charges, or evidence a pattern of late payment; or,
  - (c) meet reasonable housekeeping standards and have no housekeeping lease violations.

Exceptions to the good record requirements may be made for emergency transfers or when it is to HA's advantage to move forward with the transfer.

**5. Emergency Transfers resulting from Violence Against Women Reauthorization Act**

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.

These transfers will take place over new admissions:

**Further provisions and requirements of this VAWA Emergency transfer provision may be found in the Seymour Housing Authority's Emergency Transfer Policy HUD Form 5381.**

## H. Additional Charges

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### 1. Security Deposit:

Each tenant is required to pay a security deposit in an amount determined by the Authority. Such payments must be made prior to occupancy unless other arrangements are made with Management. The security deposit, with interest, will be returned to the former tenant within thirty (30) days after move-out if the following conditions are met:

- (a) there is not unpaid rent or other charges for which the tenant is liable;

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<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.

6. meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
5. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Seymour Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

**F. Notification of Non-compliance with Community Service Requirement**

The Seymour Housing Authority will notify any family found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance;
2. That the determination is subject to the grievance procedure; and
3. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;
4. That, the Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking, VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.

**G. Opportunity for cure**

The Seymour Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Seymour Housing

If it is determined that a tenant has misrepresented to Management the facts upon which the rent is based, so that the rent paid is less than should have been charged, the increase in rent shall be made retroactive to the date the change

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should have been made. If Management determines that the tenant has gained admission or remained in occupancy in the Housing Authority's property through the tenant's willful misrepresentation of income, assets or family composition, Management shall provide the tenant thirty (30) days to vacate the leased premises.

**J. Smoke Free Public Housing**

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.

The Seymour Housing Authority has adopted a Smoke-Free Policy with the following provisions:

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.**

**Find more information on this HUD Regulation in the Seymour Housing Authority's Smoke Free Policy**

8. Any household that is reported on more than one occasion to have a high degree of traffic to and from his/her apartment.
9. Any resident or covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or members of Seymour Housing Authority staff residing on the premises, or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
10. Any resident or covered person that is fleeing to avoid prosecution, or custody of confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the applicable laws; or who is in violation of a condition of probation or parole imposed under Federal or State Law.

**Protection for victims of abuse.**

**The Housing Authority of the Town of Seymour will not deny occupancy to or continued occupancy of the Rev. Callahan House or Norman Ray House of individuals protected under the provisions of VAWA who can document pertinent facts supporting their claim for protection under the Act.**

**Applicants or residents claiming protection under the VAWA will be required to document such incidents using form HUD-5382 and all the provision et.al.**

**(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.**

**(2) Criminal activity directly relating to abuse, 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 assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.**

**(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.**

Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

(8) To document the facts that support incidents pertaining to WAVA provisions the Lessee or other affected household members must complete or have and submit form HUD-5382, Certification of Domestic Violence, Dating Violence, or Stalking, or the information that may be provided in lieu of the certification within 14 business days of receipt of a written request for this certification by the Housing Authority of the Town of Seymour. Failure to document incidents of nuisance behavior related to WAVA provisions will affect the Housing Authority of the Town of Seymour's summary process procedure and continued occupancy of the household relative to Lease enforcement under the provision of Resident Obligations. The Housing Authority of the Town of Seymour reserves the right to implement the summary process provision relative to undocumented incidents relative to otherwise nuisance behavior by the Lessee, household members or guests and visitors under the household control.

- (9) **Confidentiality: The Seymour Housing Authority, its Commissioners and Staff, will exercise caution with protecting and maintaining any information submitted to the Seymour Housing Authority, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking will be maintained in confidence.**

Other Considerations for Termination of the Lease:

Any resident that the Seymour Housing Authority has determined has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

Discovery of material false statements of fraud by the tenant in connection with an application for assistance or with reexamination of income.

Failure of a family member to comply with service requirements will be grounds for non-renewal of the Lease and termination of tenancy.

Failure to accept an offer of a Lease revision that has been duly adopted by the Seymour Housing Authority to an existing Lease. Revisions must be proposed in writing and provided to the tenant not less than 60 calendar days prior to the date the scheduled revision is to take effect. The Household will be given 30 days to review and accept the Lease revision.

If the Authority terminates the lease, written notice will be given as follows:

1. at least fourteen (14) days prior to termination for failure to pay rent;
2. a reasonable time prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants of Authority employees or the safety of the premises;
3. at least thirty (30) days prior to termination in all other cases.

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Notice of termination shall state reason(s) for the termination; inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the Authority's Grievance procedure.

Grievances or appeals concerning the obligations of the tenant or the Authority under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. This procedure is posted in the Area Management office and incorporated herein. The Authority is not required to provide for a grievance hearing when the tenant

47. **Covered person** – Means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.
48. **Guest** – Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.
49. **Other person under the tenant’s control** – Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for a legitimate commercial purpose is not under the tenant’s control.
50. **Premises** – Means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds
51. **Violent criminal activity** – Means any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
52. **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.
53. **Affiliated individual**, with respect to an individual, means:
- A. 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
  - B. Any individual, tenant, or lawful occupant living in the household of that individual.
54. **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.
55. **Dating violence** means violence committed by a person:
- A. Who is or has been in a social relationship of a romantic or intimate nature with the

victim; and

- B. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship;
  - b. The type of relationship; and
  - c. The frequency of interaction between the persons involved in the relationship.

**56. 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.

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

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

- A. Fear for the person's individual safety or the safety of others; or
- B. Suffer substantial emotional distress.

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



**HOUSING AUTHORITY OF THE TOWN OF SEYMOUR**  
 28 Smith Street  
 P.O. Box 191  
 Seymour, CT 06483  
 Telephone: 203-888-4579  
 Facsimile: 203-888-2096

**DWELLING LEASE**

Rev. Callahan House

CT035001

Lease No:

**TERMS:**

**1. Description of Parties and Premises**

- A. The tenant, as signed below, agrees that the facts, information and representations made in the application for admission are true, factual, complete and accurate.
  - a. The Housing Authority of the Town of Seymour, hereinafter referred to as the Seymour Housing Authority, leases to the tenant as identified below, at the rental specified, the premises identified below, for a term beginning on \_\_\_\_\_ and ending at midnight on the last day of the same calendar month. The prorated rent for the initial period is \_\_\_\_\_, payable in advance on the first day of occupancy. Monthly rent of \_\_\_\_\_ shall be due and payable in advance on the first of each month beginning \_\_\_\_\_ and will continue on a month to month basis, thereafter. It is agreed and understood that the dwelling will be occupied exclusively by those listed below, any changes to occupancy must be requested and/ or reported to the Seymour Housing Authority immediately.

- B. Name of Tenant:
  - (Head): \_\_\_\_\_ DOB: \_\_\_\_\_
  - (Co-Head): \_\_\_\_\_ DOB: \_\_\_\_\_

C. Apartment Number: \_\_\_\_\_

D. Street: 32 Smith Street Seymour CT 06483

E. Automatic Renewal of Lease and Monthly Rent: this Lease shall be automatically renewed for successive terms of one month each at the rental specified above. Rent is payable in advance of the first day of each month and is delinquent on the tenth day of each month.

F. It is agreed and understood that use and occupancy of the premises under the terms of this Lease are limited to the tenant and his or her family as named above. If any person other than those listed above occupies the premises or any portion thereof, it shall be regarded as a breach of the Lease and said Lease shall be terminated by reason thereof, in accordance with the provision of Section 11 of this Lease.

\_\_\_\_\_  
Tenant:

\_\_\_\_\_  
Tenant:

## 2. Rent and Charges

1. Rent shall be due and payable without demand in advance on or before the first day of each month, and will remain in effect until adjusted as provided in Section 3. Adjustments to the rent will be made with proper notification and may be done with a notice of amendment to the Lease.
2. Tenant will be charged for repair and maintenance service other than normal wear and tear resulting from improper use, alterations, or acts of vandalism by tenant, family or guests to the dwelling, premises, project buildings, facilities, common areas or grounds. Such charges will be based on the costs of labor and materials as necessary to repair the damage or provide the service. The Seymour Housing Authority will give a written statement to the tenant in support of such charges. Charges other than rent shall be due and payable thirty (30) days after the service was provided and the charges assessed.
3. In the event a personal check issued as payment of rent is returned to the Seymour Housing Authority for Non-Sufficient Funds, the tenant will be responsible for the fifteen dollar (\$15), or applicable, Bank Charge. A fifteen-dollar (\$15) Office Charge, in addition to the appropriate Late Charge will also be the responsibility of the tenant. In the event a personal check is returned for Non-Sufficient Funds. Other provisions in accordance with the Seymour Housing Authority's Rent Collection Policy may also be enforced.
4. In the event that the monthly rent is not paid on or before the 10<sup>th</sup> day of any month, a late service charge of twenty dollars (\$20) will be assessed and a Pre-Termination issued. If the rent is not paid by the 25<sup>th</sup> a second late service charge of (\$30) will be assessed and your account will be turned over to the attorney. You will be liable for legal charges incurred.
5. Occupation of the premises by the Tenant for any part of any month shall require payment in full of the rent for that particular month except at initial occupancy.

### B. Application of Payments

Unless applicable law provides otherwise, all payments received by the Seymour Housing Authority under this Lease Agreement shall be applied: first, to charges for property damage provided for under paragraph 2.A.2 of this Lease Agreement, second, to late charges due under this Lease; third, to outstanding rental payments; fourth, to any other charges due under this Lease agreement.

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

C. Security Deposit

1. The tenant agrees to pay \$00.00. The Security Deposit may be used by the Seymour Housing Authority at the end of this Lease toward reimbursement of the cost of repairing any intentional or negligent damage to the dwelling unit, or such other items which are the result of conduct or lack of conduct by the Tenant, his/her family or dependents, guests or others permitted on the premises by the Tenant and for any obligation or other charges owed by the Tenant.
2. Payment of the Security Deposit may be made in full prior to the signing of this Lease. The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling.
3. The Seymour Housing Authority agrees to return the Security Deposit to the Tenant when he/she vacates, less any deductions for any of the costs indicated above. If such deductions are made, the Housing Authority will give the Tenant a written statement for any such costs or charges.
4. Interest shall accrue at a rate prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, usually the rate the Security Deposit Investment Account is earning, and will be paid annually to the tenant in the form of a rent credit or at the time of return of the Security Deposit.

D. Utilities

1. The Seymour Housing Authority agrees to furnish the following utilities in accordance with the current Schedule of Utilities posted in the Project Office, without additional costs.

HOT AND COLD WATER

ELECTRICITY – See Paragraph 2.

HEAT

2. The tenant shall be charged for consumption of excess utilities for the use of air conditioners at a rate of \$55.00 per annum, payable \$11 per month for five months during the summer months, or air conditioning season; and for Freezers at a cost of \$2.00 per month. These rates are subject to change from time to time as deemed necessary by the Seymour Housing Authority.

E. Additional Charges & Services

1. The Seymour Housing Authority agrees to furnish the following services and equipment without additional cost:

Stove  
 Garbage Disposal  
 Refrigerator  
 Those Services under Section 5

2. The tenant may elect to lease an air conditioner from the Seymour Housing Authority and will be charged \$100 per season, payable \$20 per month for five months. Tenants electing to lease an air conditioner shall commit to a Lease Addendum, which spells out the terms of the lease.

3. The tenant may have a pet, which complies, with the Federal Housing Pet Policy for the Rev. Callahan House. Tenants electing to own a pet must pay a pet security deposit to equal one month's rent, not to exceed (\$300).

4. Lockouts

a. In the event a tenant gets locked out of their apartment during the Seymour Housing Authority's normal business hours they will be let back into their apartment by Seymour Housing Authority employees at no charge to the tenant.

b. There are designated tenants in the building that have pass keys in the event that a tenant gets locked out of their apartment when the Seymour Housing Authority office is closed. The tenant will be charged \$5.00 for use of this service payable to the Seymour Housing Authority.

5. Keys

a. Additional apartment entry keys may be purchased at a cost of \$10.00 each or current rate.

b. To maintain building security, the Seymour Housing Authority will only distribute one building entry magnetic key per tenant. Additional building entry keys may not be purchased. If a building entry key is lost or stolen, you must report it immediately to the office of the Seymour Housing Authority. The missing building entry key will be de-programmed and will not allow future access to the building. A replacement building entry key may be purchased at a cost of \$40 and will require a five-week waiting period.

3. Re-determination of Rent, Dwelling Size, and Eligibility

A. Once a year the Seymour Housing Authority will conduct a regular re-determination of rental beginning in January. Notification of a rent adjustment in accordance with Paragraph F. of this section will be distributed prior to April 1, and the new rent will go into effect May 1.

B. The Tenant agrees to furnish such information and certifications regarding family composition and income as may be necessary and required by HUD for the Seymour Housing Authority to make determination with respect to rent, eligibility and the appropriateness of the dwelling size.

C. The Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Seymour Housing Authority that such a dwelling unit is available. Lateral transfers to the apartments of the same size are not allowed.

- D. In the event of any rent adjustment based on the annual review of the pertinent facts, the Seymour Housing Authority will properly notify the Tenant in accordance with section 10 hereof, with a "Notice of Rent Adjustment", which will amend the terms of this Lease accordingly.
- E. Rent as fixed in Section 1 or 3 D will remain in effect for the period between regular rent re-determination unless during such period:
1. Tenant can show a change in his circumstances (such as a decline in income), which would justify a reduction in rent pursuant to the Re-determination of Rents, or such other circumstances as would create a hardship situation.
  2. Tenant commences to receive public assistance or his public assistance is terminated. Such a change must be reported to the Seymour Housing Authority within ten (10) days of its occurrence.
  3. It is found that the Tenant has misrepresented to Management the facts upon which his rent is based so that the rent he is paying is less than he should have been charged if this is found then the increase in rent may be made retroactive.
- F. In the event of any rent adjustment pursuant to Sections 3 D or 3 E, the Seymour Housing Authority will mail or deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Section 11 hereof. In the case of rent decreases, the adjustment will become effective the first of the following month. In the case of a rent increase, the adjustment will have effect the first of the second following month, unless the rent increase results from a finding of intentional misrepresentation under section 3 E (3) above.
- G. When the Seymour Housing Authority re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the Tenant, or determines that the Tenant must transfer to another unit based on family composition, that the tenant may ask for an explanation stating the specific grounds of the determination, the tenant shall have the right to request a hearing under the grievance procedure.

4. Tenants Right to Use & Occupancy.

- A. The Tenant shall have the right to exclusive use and occupancy of the leased premises by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodations of the tenant's guests or visitors. For the purposes of this Lease the term guests or visitors means a person or persons on or in the premises with the consent of a household member. Reasonable as used in this paragraph shall mean infrequent, periodic stays of no more than thirty (30) days accommodation, first having notified the Housing Authority and secured permission.
- B. With the consent of the Seymour Housing Authority, members of the household may engage in legal profit making activities in the dwelling unit, where the Seymour Housing Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

C. Live-in-Aides

1. With the consent of the Seymour Housing Authority, a live in aide may reside in the dwelling unit. This arrangement will be governed by the Seymour Housing Authority's policies concerning residence by a live-in-aide, and the Seymour Housing Authority retains the right to accept or deny such arrangements under the following factors:
  - a. Whether the addition of a new occupancy may necessitate a transfer of the family to another unit, and whether such units are available;
  - b. Management's obligation to make reasonable accommodation for handicapped persons;
2. Live-in-aide means a person who resides with an elderly, disabled or handicapped person who:
  - a. Is determined to be needed for the care and well-being of the tenant;
  - b. Can demonstrate evidence of self-support and would otherwise not live in the unit except to provide services to tenant.
  - c. Is not obligated for the support of the person to be assisted;
  - d. The continued arrangement for a Live-in-aide will be revisited at each annual re-determination

D. In order to protect the safety, health and well-being of each resident, the tenant agrees to notify the Seymour Housing Authority whenever the dwelling unit shall be vacant for three or more consecutive days in order that the Housing Authority be aware of any nature arise which might require verification of occupancy of the project and to protect the safety of each resident.

5. Seymour Housing Authority's Obligations. The Seymour Housing Authority is obligated to:
  - A. Maintain the premises and the project in decent, safe, and sanitary condition;
  - B. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
  - C. Make necessary repairs to the premises;
  - D. Keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
  - E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators, that are supplied or required to be supplied by the Seymour Housing Authority;
  - F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year;

- G. To provide extermination service as conditions require;
- H. Not to interfere directly or indirectly with the rights of tenants to free speech, to organize or to seek redress of grievances;
- I. To notify the tenant of the specific grounds for any purposed adverse action by the Seymour Housing Authority. Such adverse action includes, but is not limited to a proposed Lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- J. When the Seymour Housing Authority is required to afford the tenant the opportunity for a hearing under the Seymour Housing Authority's grievance procedure for a grievance concerning a proposed adverse action:
  1. The noticed of proposed adverse action shall inform the tenant of the right to request such hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 11, C, 4 shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed Lease termination, the Seymour Housing Authority shall not take the proposed action until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.
- K. **Emergency Transfer:**

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 the Seymour Housing Authority Emergency Transfer Plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in Seymour Housing Authority Emergency Transfer Plan.

**L. Sprinklers:**

**There is a sprinkler system installed in your dwelling unit.**

**The Sprinkler System is maintained each year by a licensed sprinkler maintenance company. The Sprinkler System at the Rev. Callahan House was inspected and maintained on May 22, 2017.**

- 6. The Tenant's Obligations: The Tenant shall be obligated to:
  - A. Not to assign the Lease or to sublease the premises;
  - B. Not to provide accommodations for boarders or lodgers;

- C. To use the premises solely as a private dwelling for the tenant and the tenant's household as identified in the Lease, and not to use or permit its use of any other purpose;
- D. To abide by necessary and reasonable regulations promulgated by the Seymour Housing Authority for the benefit and well-being of the public housing project and the tenants which shall be posted in the project office and are incorporated by reference in this Lease;
- E. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- F. To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition;
- G. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner;
- H. To refrain from and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- I. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project, building, facilities or common areas caused by the tenant, his household or guests;
- J. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner, which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- K. To conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner, which will not be considered harassment or intimidation of a tenant, staff person or guest because of that person's age, ancestry, race, color, genetics, national origin, creed, religion, sex, sexual orientation, gender identity or expression, disability or familial status as this will not be tolerated and will be grounds for termination of tenancy
- L. To participate in any conflict resolution or mediation efforts commenced by the Seymour Housing Authority whether as a complainer or the subject of a complaint by another resident.
  1. The Seymour Housing Authority has adopted a Preliminary Grievance Procedure dated November 2004 and residents making complaints are expected to follow this procedure as well as review the provisions of Due Process and reference to Code of Federal Regulation (CFR) Title 24 Part 966.53 Paragraph C, (2) et.al. (copies of both attached)
  2. In addition, if a resident is documented as having disturbed their neighbors peaceful enjoyment of their accommodations or has otherwise failed to abide by the Rules and Regulations of occupancy in the complex, the Seymour Housing Authority may require mandatory conflict resolution (mediation) to resolve the issue to avoid termination under Section 11 of this Lease. Complaints considered under the provisions of this section include, but are not limited to: noise; nuisance or disturbing behavior; including guests (this includes guests wandering the common areas; halls, community room, stairs, building exterior); unregistered or visiting pets; parking issues; suspected criminal activity (unauthorized or suspicious unit entry); misuse of property (including abuse of laundry privileges, etc.) arguments or disturbances between residents or households; public drunkenness; or behavior while under the influence of illegal narcotics; or

under the influence of prescription drugs; unsupervised children in common areas; and, unauthorized or inappropriate pets.

3. In the event a complaint is received against a resident that has been submitted on the appropriate complaint form, in a manner as described in the Seymour Housing Authority's Preliminary Grievance Procedure (dated 11/2004), both the resident and the individual(s) making the complaints will be asked to attend conflict resolution session(s). At the conclusion of the session, the parties may be asked to enter into an "in-house" binding agreement to resolve the issue(s), if the behavior at issue is not presently deemed to warrant the initiation of the eviction process.
4. The Seymour Housing Authority has the sole and unfettered discretion as to whether to invoke such conflict resolution mediation, and also is interested in resolving such matters swiftly and fairly and avoid the need to begin the eviction process; however, and thereby the Seymour Housing Authority reserves the right to invoke Summary Process to resolve the issue. In the event that Conflict Resolution is not successful and the parties do not reach an acceptable agreement and abide by the terms of said agreement, the Seymour Housing Authority may begin Summary Process against either the complainer or the subject of a complaint by another resident, or both as described in Section 11, termination of the Lease.

M. To assure that the tenant, any member of the household, a guest, or another person under the tenant's control shall not engage in:

1. Any criminal activity or non-criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the Seymour Housing Authority, or
2. Any drug-related criminal activity on or near such premises.

For purposes of sub-parts 1 and 2 of this sub-paragraph L and any other part of this Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) and Chapter 420b of the Connecticut General Statutes part 1.

3. **Civil Activity.** For any dwelling units covered by 24 Code of Federal Regulation (CFR) part 965, subpart G, any smoking of prohibited products in restricted areas, as defined by 24 CFR 965.653(2), or in other outdoor areas that the PHA has designated as smoke-free.

For purposes of sub-part 3 of this sub-paragraph M the Rev. Callahan House located at 32 Smith Street is a property covered under 24 CFR part 965 as well as all the dwelling units therein. The designated smoke-free area outdoors is any area that is 25 feet away from the building.

- N. To receive one set of keys, building entry, apartment entry, and mailbox. The same must be relinquished upon termination of the Lease. The tenant shall be responsible for rent until he/she returns his set of keys to the Seymour Housing Authority, unless he/she can give a reasonable explanation for the whereabouts of said keys.
- O. The Tenant agrees not to make repairs or alterations to the dwelling nor to install any major appliances, such as air conditioners without the consent of the Authority;

- P. Children or minors visiting the premises may not walk, roam, or utilize the common areas without being accompanied by an adult member of the household;
- Q. The Seymour Housing Authority offers a limited number of off street parking spaces for tenants only. The parking spaces are numerically identified. Tenants will be assigned spaces in first order of priority on a first come first serve basis to the limit of the parking spaces available. All others must park on Smith Street in accordance with the Town of Seymour parking regulations. A waiting list for off street parking will be kept by the Seymour Housing Authority and tenants who do not have an assigned space will be placed on the list in first order of priority on a first come first serve basis.
- R. In as much as there is a limited number of off street parking space, the assigned spaces are for tenants only. There will be one space reserved for handicapped visitors to the Callahan House and one space reserved for visiting nurses or doctors. **All visitors are to park on Smith Street in accordance with the Town of Seymour parking regulations.** The tenant is responsible for parking violations caused by the visitors. No visitor is to park in the lot where the above-mentioned tenant assigned parking is located. You must ask your visitors where they have parked their vehicles upon arrival to your dwelling to assure they are parked properly in accordance with this section of your Lease. The driveway and building entry may be used for picking up and dropping off only. This obligation is enforced strictly by the Seymour Housing Authority for the safety of its residents of the Rev. Callahan House. We must keep our building entries free of parking congestion for the efficient and safe passage of emergency vehicles.
- S. Renters insurance is not required except by the provisions of the Federal Pet Policy, however, the Seymour Housing Authority strongly recommends that the resident secure such a policy to protect their personal belongings. The Seymour Housing Authority's property insurance will not cover the personal belongings of the tenant's in the event of a loss.

7. Defects Hazardous to Life, Health, or Safety. In the event the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:
- A. The tenant shall immediately notify project management of the damage;
- B. The Seymour Housing Authority shall be responsible for the repair of the unit within a reasonable time, provided that the damage was caused by the tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant;
- C. The Seymour Housing Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- D. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value of the unit as a dwelling in the event repairs are not made in accordance with subparagraph (b) of this paragraph or alternative accommodations not provided in accordance with subparagraph (c) of this paragraph except that no abatement of rent shall occur if the tenant rejects the alternative accommodations or if the damage was caused by the tenant, tenant's household or guests.

8. Pre-Occupancy and Pre-termination inspections.

The Seymour Housing Authority and the tenant or his representative shall be obligated to inspect the premises prior to commencement of occupancy by the tenant. The Seymour Housing Authority will furnish the tenant with a written

statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The Seymour Housing Authority and the tenant shall sign the statement; the Seymour Housing Authority in the tenant's folder shall retain a copy of the statement. The Seymour Housing Authority shall be further obligated to inspect the unit at the time the tenant vacates the unit and to furnish the tenant with a statement of any charges to be made. Provision shall be made for the tenant's participation in the latter inspection, unless the tenant vacates without notice to the Seymour Housing Authority.

9. Entry of the Premises During Tenancy.

- A. The Seymour Housing Authority, upon reasonable advance notification to the tenant, shall be permitted to enter the dwelling unit during reasonable hours for the purpose of making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of the Seymour Housing Authority entry, delivered at least two days before such entry, shall be considered reasonable advance notification.
- B. The Seymour Housing Authority may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists; and
- C. In the event that the tenant and all adult members of his household are absent from the premises at the time of entry, the Seymour Housing Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
- D. (reserved)

10. Notice Procedures

- A. Except as provided in paragraph 9. of this section, notice to the tenant shall be in writing and delivered to the tenant residing in the dwelling or sent by prepaid first class mail properly addressed to the tenant; and
- B. Notice to the Seymour Housing Authority shall be in writing, delivered to the project office of the Seymour Housing Authority's central office or sent by prepaid first class mail properly addressed;
- C. If the tenant is visually impaired, all notices will be in an accessible format.

11. Termination of Lease

- A. The Seymour Housing Authority shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as tenant's failure to make payments due under the Lease, or to fulfill his obligations as set forth in paragraph 6, or for other good cause;
- B. Any of the following types of criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control, shall be cause for termination of tenancy;
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other residence;
  - 2. Any drug-related or criminal activity occurring on or off Housing Authority property will be treated as a "serious violation of the

material terms of the Lease". Criminal activity is cause for eviction even in the absence of conviction.

3. Alcohol abuse is grounds for termination of tenancy if the Seymour Housing Authority determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
  4. Any person who the Seymour Housing Authority determines is illegally using a controlled substance, or whose illegal use of a controlled substance is determined to interfere with the rights of other tenants;
  5. Discharge or illegal possession of firearms.
  6. Anyons involved in fights, assaults, and acts of violence or disputes on or outside Housing Authority property...
  7. Any household that is reported on more than one occasion to have a high degree of traffic to and from his/her apartment.
- C. The Seymour Housing Authority shall give written notice of termination of the Lease in the following manner:
1. 14 days in the case of failure to pay rent;
  2. A reasonable time considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other residents or Seymour Housing Authority employees is threatened; and
  3. 30 days in all other cases;
  4. The notice of termination to the tenant shall state specific reasons for the termination, shall inform the tenant of his right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine Seymour Housing Authority documents directly relevant to the termination or eviction, When the Seymour Housing Authority is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of the tenant's right to request a hearing in accordance with the Seymour Housing Authority's Grievance Procedure;
  5. When the Seymour Housing Authority is required to afford the tenant the opportunity for a hearing under its grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed;
  6. When the Seymour Housing Authority is not required to afford the tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination, and the Housing Authority has decided to exclude such grievance from the grievance procedure, the notice of Lease termination under paragraph 4 of this section shall:
    - a. State that the tenant is not entitled to a grievance hearing on the termination;
    - b. Specify the judicial eviction procedure to be used by the Seymour Housing Authority for eviction of the tenant, and that HUD has determined that this eviction procedure provides the

opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

- c. State whether the eviction is for a criminal activity or for a drug related criminal activity.
- D. The Seymour Housing Authority may evict the tenant from the unit only by bringing a court action.
  - E. In the case of an eviction for criminal activity, the Seymour Housing Authority has discretion to consider circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Seymour Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit. The Seymour Housing Authority may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
  - F. When the Seymour Housing Authority evicts an individual or family from the dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Seymour Housing Authority will notify the local Post Office serving the dwelling unit that such individual or family is no longer residing in the dwelling unit. This will be done so that the Post Office will terminate delivery of mail for such persons at the unit, and that such persons at the unit, and such persons not return to the project for pickup of the mail.
  - G. Prior to a grievance hearing or court trial concerning a termination of tenancy or eviction the Seymour Housing Authority shall provide, at the tenant's request, a reasonable opportunity to examine any documents, including records and regulations, which are in the possession of the Seymour Housing Authority, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed a copy of any such document at the tenant's expense. If the Seymour Housing Authority does not make documents available for examination upon request by the tenant the Seymour Housing Authority may not proceed with the eviction.
  - H. Protection for Victims of Abuse
    - (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
    - (2) Criminal activity directly relating to abuse, 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 assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
    - (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who

is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- (8) To document the facts that support incidents pertaining to WAVA provisions the Lessee or other affected household members must complete and submit form HUD form HUD-5382, ~~Certification of Domestic Violence, Dating Violence, or Stalking~~, or the information that may be provided in lieu of the certification within 14 business days of receipt of a written request for this certification by the Housing Authority of the Town of Seymour. Failure to document incidents of nuisance behavior related to WAVA provisions will affect the Housing Authority of the Town of Seymour's summary process procedure and continued occupancy of the household relative to Lease enforcement under the provision of Resident Obligations. The Housing Authority of the Town of Seymour reserves the right to implement the summary process provision relative to undocumented incidents relative to otherwise nuisance behavior by the Lessee, household members or guests and visitors under the household control.

I. Tenant shall give 30 days written notice of intent to terminate their Lease.

## 12. Grievance Procedure

1. All grievance or appeals arising under this Lease shall be processed and/or resolved pursuant to the grievance procedure of the Seymour Housing Authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the Project Office and incorporated herein by reference.

13. Provisions for Modifications

Modifications of this Lease must be accomplished by a written rider to the Lease executed by a written rider to the Lease executed by both parties.

14. Legal Fees

- A. If the Seymour Housing Authority files a suit in court against the Tenant, the Tenant may be obligated to pay attorney's fees or other legal and court costs.
- B. The amount of such attorney's fees, which is the Tenant's responsibility, is governed by Section 4 (a) (7) of Public Act 76-95.

15 Non-Waiver

The failure of the Seymour Housing Authority to terminate this Lease, when it has cause to do so, shall not be construed as a waiver of its rights to so terminate the Lease at any future time for the same cause or any other cause.

**IN WITNESS WHEREOF**, the parties have executed the Lease Agreement this \_\_\_\_\_ at Seymour Connecticut.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Authority of the Town of Seymour

By: \_\_\_\_\_  
David J. Keyser, PHM  
Its: Executive Director

This is to certify that we are providing you with the following documents in addition to your lease:

- Lead based paint disclosure \_\_\_\_\_X\_\_\_\_\_
- "Protect Your Family from Lead  
In your Home" \_\_\_\_\_X\_\_\_\_\_
- Dwelling Inspection \_\_\_\_\_X\_\_\_\_\_
- Grievance Procedure \_\_\_\_\_X\_\_\_\_\_





Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
PHA Name: Housing Authority of the Town of Seymour		Grant Type and Number Capital Fund Program Grant No: CT26P03550118 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2018 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Revised Annual Statement (revision no:      ) <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$94,000				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director		Date 09/20/2017		Signature of Public Housing Director		
				Date		

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.





**PART I: SUMMARY**

PHA Name/Number		Locality (City/County & State)			<input checked="" type="checkbox"/> Original 5-Year Plan	Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY 2018	Work Statement for Year 2 FFY 2019	Work Statement for Year 3 FFY 2020	Work Statement for Year 4 FFY 2021	Work Statement for Year 5 FFY 2022
B	Physical Improvements Subtotal	Annual Statement	\$84,000	\$82,000	\$84,000	\$84,000
C.	Management Improvements		\$0	\$0	\$0	\$0
D.	PHA-Wide Non-dwelling Structures and Equipment		\$0	\$0	\$0	\$0
E	<b>ADMINISTRATION</b>		\$1,000	\$3,000	\$1,000	\$1,000
F.	Other		\$7,000	\$7,000	\$7,000	\$7,000
G.	Operations		\$0	\$0	\$0	\$0
H.	Demolition		\$0	\$0	\$0	\$0
I.	Development		\$0	\$0	\$0	\$0
J.	Capital Fund Financing -- Debt Service		\$0	\$0	\$0	\$0
K.	Total CFP Funds		\$92,000	\$92,000	\$92,000	\$92,000
L.	Total Non-CFP Funds		\$0	\$0	\$0	\$0
M.	Grand Total		\$92,000	\$92,000	\$92,000	\$92,000

07  
72







Resolution  
411

Minutes  
Exhibit TT

**Certification of Compliance with  
PHA Plans and Related Regulations  
(Small PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plans and Related Regulations  
including Civil Rights and PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or 1 Annual PHA Plan for the PHA fiscal year beginning 11/01/18, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):
  - 903.7a Housing Needs
  - 903.7b Deconcentration and Other Policies Governing Eligibility, Selection, Occupancy, and Admissions Policies
  - 903.7c Financial Resources
  - 903.7d Rent Determination Policies
  - 903.7h Demolition and Disposition
  - 903.7k Homeownership Programs
  - 903.7r Additional Information
    - A. Progress in meeting 5-year mission and goals
    - B. Criteria for substantial deviation and significant amendments
    - C. Other information requested by HUD
      - 1. Resident Advisory Board consultation process
      - 2. Membership of Resident Advisory Board
      - 3. Resident membership on PHA governing board

The PHA provides assurance as part of this certification that:

- (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
  6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
  7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
  8. For a PHA Plan that includes a policy for site based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting lists would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
  10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
  11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
  12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
  13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
  15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
  16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
  17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
  18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
  19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
  20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
  21. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

PHA Name \_\_\_\_\_

PHA Number/HA Code \_\_\_\_\_

5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

Annual PHA Plan for Fiscal Year 20\_\_\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

Name of Authorized Official	Title
Signature	Date

Minutes  
Exhibit VII

Moderate Rental

2018 Rent increase

1% of income - 29% to 30%

\$15 Base Rent Increase

Date: 7/1/2018

Base Rent

2017

\$500

\$510

\$440

\$434

\$447

\$450

2018

\$515

\$525

\$455

\$449

\$462

\$465

Minutes  
Exhibit VIII

Smithfield Gardens  
Rent Increase

Smithfield Gardens	Rents	
Dates:	50% rent	60% rent
12/01/06-07/31/09	\$766	\$919
08/01/09-12/31/12	\$800	\$960
01/01/13-Present	\$825	\$985
<i>Proposed beginning 01/01/18</i>	<i>\$840</i>	<i>\$1,000</i>
<i>Current maximum allowable tax credit rent</i>	<i>\$909</i>	<i>\$1,091</i>

