

# **TOWN OF LEDYARD CONNECTICUT Housing Authority**

## ~ AGENDA ~

Chairman							
Ch	arles	Duzy	Regular Meeting				
Monday, February 6, 2023			7:00 PM	Kings Corner Manor			
I.	CA	LL TO ORDER					
II.	RC	OLL CALL					
III.	OP	PENING AND CLOSIN	G FLOOR TO TENANTS				
IV.	BOARD MEMBER COMMENTS						
V.	REPORTS						
	1.	Motion to accept the Pa	syments of Bills and Financial Reg	port			
	2.	Reports of the Executiv	e Director				
	3.	Reports of the Chairma	n				
VI.	AP	APPROVAL OF MINUTES					
		MOTION to approve the	e Regular Meeting Minutes of De	ecember 2022			
		Attachments: Dec 202	22 Meeting Minutes				
VII.	. OLD BUSINESS						
	1.	Renovation Updates					
	2.	Discussion and possible	e action regarding the smoking po	olicy			
		Attachments: LHA Sr	noke Free Housing Policy Lease	Addendum			
Aı	ny Ol	ld Business proper to con	ne before the Committee				
VIII.	NE	W BUSINESS					
	1.	Suggestion Box					
Aı	ny No	ew Business proper to co	me before the Committee				
IX.	ТЕ	NANT REPRESENTA	TIVE COMMENTS				

#### X. **ADJOURNMENT**

Although we try to be timely and accurate these are not official records of the DISCLAIMER:



File #: 23-1124

Agenda Date: 2/6/2023

Agenda #: 1.

### AGENDA REQUEST GENERAL DISCUSSION ITEM

#### Subject:

Motion to accept the payment and of bill and the Financial Report

**Background:** (type text here)

**Department Comment/Recommendation:** 

(type text here)



File #: 22-846

Agenda Date: 2/6/2023

Agenda #: 2.

AGENDA REQUEST GENERAL DISCUSSION ITEM

**Subject:** Reports of the Executive Director

**Background:** (type text here)

**Department Comment/Recommendation:** 

(type text here)



#### File #: 22-847

**Agenda Date:** 2/6/2023

Agenda #: 3.

#### AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Reports of the Chairman

**Background:** (type text here)

Department Comment/Recommendation:

(type text here)



File #: 23-1125

Agenda Date: 2/6/2023

Agenda #:

MINUTES

#### **Minutes:**

MOTION to approve the Regular Meeting Minutes of December 2022



Housing Authority Meeting Minutes - Final

	<b>Regular Meeting</b>	
Monday, December 5, 2022	7:00 PM	Kings Corner Manor

#### I. CALL TO ORDER

Meeting was called to order at 7:00 pm by Charles Duzy

#### II. ROLL CALL

Present	Board Member Thomas Cassabria
	Board Member Dayna Waterhouse
	Board Member Paula Crocker
	Chairman Charles Duzy
Late	Board Member Hilary Evans

In addition the following were present: Colleen Lauer - Executive Director Mary McGrattan - Town Council Liaison Frank Drury- Maintenance Supervisor Tenants Present - Apartments 26, 16, 14, 4, 23, 24

#### **III. OPENING AND CLOSING FLOOR TO TENANTS**

Comments limited to three (3) minutes Total time allotted thirty (30) minutes #24 - Will the contractors paint every room? Answered No, they will touch-up where needed.

#### IV. BOARD MEMBER COMMENTS

None

#### V. **REPORTS**

1. Motion to accept the Payments of Bills and Financial Report

**RESULT:**APPROVED AND SO DECLARED**MOVER:**Thomas Cassabria**SECONDER:**Charles Duzy

- AYE 4 Cassabria Waterhouse Crocker Duzy
- 2. Reports of the Executive Director

- Activities will be posted on doors and in hallways
- American Girls did a clean up in November and will sing in December
- Fall Prevention presentation will present something every month
- Food drive collected 170 lbs of food and pumpkin pies for the community center
- Two turkeys were cooked for Thanksgiving with sides donated by McQuades
- Annual re certifications will be coming up soon
- More info for snow removal and moving of cars will be forthcoming

#### **RESULT:** DISCUSSED

**3.** Reports of the Chairman

None

**RESULT:** DISCUSSED

#### VI. APPROVAL OF MINUTES

1. MOTION to approve the Regular Meeting Minutes of October 2022

**RESULT:**APPROVED AND SO DECLARED**MOVER:**Thomas Cassabria**SECONDER:**Charles Duzy

AYE 4 Cassabria Waterhouse Crocker Duzy

#### VII. OLD BUSINESS

This was Approved and so declared.

**1.** CDBG Small Cities Grant

Small Cities Grant was closed on October 6, 2022

**RESULT:** COMPLETED

Any Old Business proper to come before the Committee

None

#### VIII. NEW BUSINESS

1. Suggestion Box

None

#### **RESULT:** CONTINUE

2. Motion to approve the Ledyard Housing Authority 2023 Meeting dates

**RESULT:**APPROVED AND SO DECLARED**MOVER:**Paula Crocker**SECONDER:**Charles Duzy

AYE 4 Cassabria Waterhouse Crocker Duzy

- **3.** Renovation Updates
  - Renovation updates, 2 years since grant and 2 years to complete but can give an extension
  - 1st contract meeting was held on 12/1 specs must be approved prior to purchase
  - Items must be on sight prior to beginning
  - Doors were being ordered last week
  - Showed examples of windows
  - Showed pictures of front doors
  - Showed pictures of stoves
  - Construction slated to begin Mid February
  - Pets will have arrangements made for them
  - Review smoking policy to become smoke free in 2023
  - Community Room will be closed some Thursdays for contractor meeting

#### **RESULT:** CONTINUE

4. Discussion and possible action regarding the smoking policy

Will discuss at the next meeting

**RESULT:** CONTINUE

Any New Business proper to come before the Committee

None

#### IX. TENANT REPRESENTATIVE COMMENTS

- Thank you to Colleen and Frank for making the holidays comfortable
- Nice dinner donated
- Thank you Linda for desserts

#### X. ADJOURNMENT

Mr.Duzy moved the meeting be adjourned, seconded by Mr. Cassabria

The meeting adjourned at 7:36 p.m. VOTE: 4-0 Approved and so declared Respectively Submitted,

Chairman Duzy Ledyard Housing Authority

DISCLAIMER: Although we try to be timely and accurate these are not official records of the Town.



File #: 22-844

**Agenda Date:** 2/6/2023

Agenda #: 1.

AGENDA REQUEST GENERAL DISCUSSION ITEM

**Subject:** Renovation Updates

Background:

(type text here)

**Department Comment/Recommendation:** 

(type text here)



File #: 22-842

Agenda Date: 1/6/2023

Agenda #: 2.

### AGENDA REQUEST GENERAL DISCUSSION ITEM

#### Subject:

Discussion and possible action regarding the smoking policy

**Background:** (type text here)

**Department Comment/Recommendation:** 

(type text here)



### SMOKE-FREE HOUSING POLICY LEASE ADDENDUM

Tenants and all members of Tenant's household are parties to a written Lease Agreement with the Ledyard Housing Authority (henceforth known as the Housing Authority). The Addendum states the following additional terms, conditions, and rules are incorporated into the Lease Agreement and supersedes previous versions of the Smoke-Free Housing Policy and any language contrary in the Lease Agreement.

#### 1. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its tenants, visitors, and staff by mitigating:

- (A) The irritation and known adverse health effects of secondhand smoke;
- (B) The increased maintenance, cleaning, and redecorating costs from smoking;
- (C) The increased risk of fire from smoking; and
- (D) The higher costs of fire insurance for a non-smoke free building.

#### 2. Definitions.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

#### 3. All Buildings To Be Smoke-Free.

All buildings on the Housing Authority property shall be smoke-free. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the Housing Authority buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.

#### 4. Smoking on Grounds of the Housing Authority.

Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings, except in the designated smoking area. The designated area is identified by the presence of the Smokers Outpost. Smoking is not allowed en route to

the designated smoking area. All products must be lit and consumed only at the designated smoking area.

#### 5. Applicability of Policy.

This Policy is applicable to all tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

#### 6. Responsibilities of Tenants.

Tenants shall inform their guests and visitors of the smoke-free policy. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment from sources outside the Tenant's apartment.

#### 7. Housing Authority to Promote Smoke-Free Policy.

The Housing Authority shall post no-smoking signs in conspicuous places on the grounds and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

#### 8. Other Tenants are Third-Party Beneficiaries of the Policy.

Tenant agrees that the other Tenants on the Premises are third-party beneficiaries of the Smoke-Free Housing Policy. A Tenant may bring legal action against another Tenant related to this smoke-free policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority breached the Lease.

#### 9. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment due to damage from smoke odors or residue.

#### **10.** Housing Authority Not Guarantor of Smoke-Free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

#### **11. Housing Authority Disclaimer.**

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards

than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority obligation under the Tenants' Lease Agreement.

#### 12. Effect on Tenants.

Tenant acknowledges that the Housing Authority retains the right to install devices that have the ability to detect cigar, cigarette or any other tobacco product in any apartment where the tenant is or may be suspected of smoking. Additionally, the Housing Authority has the right to conduct inspections and assessments of apartments with proper notice to the tenant. Failure to adhere to the Smoke-Free Housing Policy is cause for further legal proceedings up to and including eviction.

#### 13. Waivers.

Any requests for a waiver of this policy will require medical documentation and will be considered on a case by case basis by the Housing Authority. The existence of a waiver policy does not create a right to such a waiver and does not alleviate the requirement of compliance until such a waiver is granted.

I have read and been informed about the content of the Smoke-Free Housing Policy Lease Addendum for tenants at Ledyard Housing Authority and I have received a copy of the policy.

I understand that if I have questions, at any time, regarding the Smoke-Free Housing Policy Lease Addendum, I can contact the office of the Ledyard Housing Authority.

Tenant Signature

Date

Tenant Printed Name



File #: 22-157

Agenda Date: 2/6/2023

Agenda #: 1.

AGENDA REQUEST GENERAL DISCUSSION ITEM

**Subject:** Suggestion Box

Background:

(type text here)

**Department Comment/Recommendation:** 

(type text here)