



Chairman  
Charles Duzy

# TOWN OF LEDYARD CONNECTICUT

## Housing Authority

### ~ AGENDA ~

60 Kings Highway  
Kings Corner Manor  
Gales Ferry, Connecticut 06335

Regular Meeting

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**Monday, March 6, 2023**

**7:00 PM**

**Kings Corner Manor**

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**I. CALL TO ORDER**

**II. ROLL CALL**

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

Comments limited to three (3) minutes Total time allotted thirty (30) minutes

**IV. BOARD MEMBER COMMENTS**

**V. REPORTS**

1. Motion to accept the Payments of Bills and Financial Report
2. Reports of the Executive Director
3. Reports of the Chairman
4. Tenant Representative Comments

**VI. APPROVAL OF MINUTES**

1. Motion to approve the Regular Meeting Minutes of February 2023

**Attachments:** [DRAFT Meeting Minutes Feb-2023](#)

**VII. OLD BUSINESS**

1. Suggestion Box
2. Renovation Updates
3. Discussion and possible action regarding the smoking policy

**Attachments:** [LHA Smoke Free Housing Policy Lease Addendum](#)

Any Old Business proper to come before the Committee

**XI. NEW BUSINESS**

1. Motion and possible action to raise grandfathered rents \$25 per month beginning August 1, 2023 through July 31, 2024. Grandfathered rents are \$187/\$197 they would increase to

\$212/\$222

2. Motion and possible action to raise base rents beginning August 1, 2023 through July 31, 2024. Current base rents are \$400/\$500/\$600 a month or 30% of gross income minus allowable expenses.

Any New Business proper to come before the Committee

**X. ADJOURNMENT**

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



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1285

**Agenda Date:** 3/6/2023

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Motion to accept the Payments of Bills and Financial Report

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-846

**Agenda Date:** 5/1/2023

**Agenda #:** 2.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Reports of the Executive Director

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-847

**Agenda Date:** 5/1/2023

**Agenda #:** 3.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Reports of the Chairman

**Background:**  
(type text here)

**Department Comment/Recommendation:**  
(type text here)



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<b>File #:</b> 23-1290	<b>Agenda Date:</b> 4/3/2023	<b>Agenda #:</b> 4.
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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**  
Tenant Representative Comments

**Background:**  
(type text here)

**Department Comment/Recommendation:**  
(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1288

**Agenda Date:** 3/6/2023

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Motion to approve the Regular Meeting Minutes of February 2023

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



Chairman  
Charles Duzy

# TOWN OF LEDYARD

## Housing Authority

### Meeting Minutes - Draft

60 Kings Highway  
Kings Corner Manor  
Gales Ferry, Connecticut 06335

#### Regular Meeting

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**Monday, February 6, 2023**

**7:00 PM**

**Kings Corner Manor**

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#### **I. CALL TO ORDER**

Chairman Duzy called the meeting to order at 7:01 p.m.

#### **II. ROLL CALL**

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

In addition, the following were present:  
Colleen Lauer - Housing Director  
Mary McGratten - Town Council Liason  
Tenants Present/Apartments - 14, 16, 24

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

No Comments

#### **IV. BOARD MEMBER COMMENTS**

Chairman Duzy is very impressed with Frank - has done a lot of work since hiring.

#### **V. REPORTS**

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

**RESULT:**     RECEIVED AND FILED

**MOVER:**     Hilary Evans

**SECONDER:** Charles Duzy



**AYE**                    4     Cassabria Evans Crocker Duzy

**ABSTAIN**            1     Waterhouse

**2.     Reports of the Executive Director**

Newsletter was emailed and walked around today

Recerts due by March 1st.   Please make appointment to review

File of Life form is for tenants use only

Tenants can change the electric rate supplier to try and save

Groton Senior Center/Thrive 55 will be sponsoring a benefits online program for benefits such as energy, prescriptions etc.   Program is free and is on Tuesday from 9:00 am to 12:00

**RESULT:**            CONTINUE

**3.     Reports of the Chairman**

Chairman Duzy is very impressed with Frank - has done a lot of work since hiring.

**RESULT:**            CONTINUE

**VI.    APPROVAL OF MINUTES**

MOTION to approve the Regular Meeting Minutes of December 2022

**RESULT:**            APPROVED AND SO DECLARED

**MOVER:**            Charles Duzy

**SECONDER:** Hilary Evans

**AYE**                    5     Cassabria Waterhouse Evans Crocker Duzy

**VII.   OLD BUSINESS**

**1.     Renovation Updates**

Renovations update - moving along slowly

Had a tenant information session in January to update tenants

Construction expected to begin mid April

Cabinets/windows are a challenge, windows have been measured again

Incentives for windows necessary

Will have grab bars

Will have 2 inch blinds

No new outlets unless GFI is required

New flooring in kitchen and bath

Containers for storage will arrive mid March

**RESULT:** CONTINUE

**2.** Discussion and possible action regarding the smoking policy

Will go over smoking policy and share policy updates with the board at the next meeting

**RESULT:** CONTINUE

Any Old Business proper to come before the Committee

**VIII. NEW BUSINESS**

**1.** Suggestion Box

None

**RESULT:** CONTINUE

Any New Business proper to come before the Committee

**IX. TENANT REPRESENTATIVE COMMENTS**

None

**X. ADJOURNMENT**

Motion to adjourn at 7: Motion to adjourn at 7:20 p.m.

Motion by Charles Duzy, Seconded by Thomas Cassabria,  
Paula Crocker AYE, Hilary Evans AYE, Dayna Waterhouse AYE

Respectively Submitted,

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Chairman Duzy  
Ledyard Housing Authority



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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<b>File #:</b> 22-157	<b>Agenda Date:</b> 5/1/2023	<b>Agenda #:</b> 1.
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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**  
Suggestion Box

**Background:**  
(type text here)

**Department Comment/Recommendation:**  
(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-844

**Agenda Date:** 10/2/2023

**Agenda #:** 2.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Renovation Updates

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-842

**Agenda Date:** 3/6/2023

**Agenda #:** 3.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Discussion and possible action regarding the smoking policy

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



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## SMOKE-FREE HOUSING POLICY LEASE ADDENDUM

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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 does not assume any higher duty of care to enforce this Policy than any other 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.

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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.

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Tenant Signature

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Date

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Tenant Printed Name





# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1286

**Agenda Date:** 3/6/2023

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Motion and possible action to raise grandfathered rents \$25 per month beginning August 1, 2023 through July 31, 2024. Grandfathered rents are \$187/\$197 they would increase to \$212/\$222

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1287

**Agenda Date:** 4/3/2023

**Agenda #:** 3.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Motion and possible action to raise base rents beginning August 1, 2023 through July 31, 2024. Current base rents are \$400/\$500/\$600 a month or 30% of gross income minus allowable expenses.

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)