



Chairman
Charles Duzy

TOWN OF LEDYARD CONNECTICUT

Housing Authority

~ AGENDA ~

60 Kings Highway
Kings Corner Manor
Gales Ferry, Connecticut 06335

Regular Meeting

Monday, October 2, 2023

7:00 PM

Kings Corner Manor

I. CALL TO ORDER

II. ROLL CALL

III. OPENING AND CLOSING THE FLOOR TO TENANTS, RESIDENTS & PROPERTY OWNERS

Comments limited to (3) three minutes. Total Time (30) minutes

IV. BOARD MEMBER COMMENTS

V. REPORTS

1. MOTION to accept the payment 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 approved the Housing Authority regular meeting minutes of September 5, 2023.

Attachments: [Housing Authority Draft Minutes 9.5.2023](#)

VII. OLD BUSINESS

1. Suggestion Box
2. Renovation Updates
3. Discussion and possible action regarding the Smoking Policy

Attachments: [Smoke-Free Housing Policy Lease Addendum Addendum B](#)
[#2023 Updated LHA Kings Corner Manor Rules Regulations BKE 7-6-21 approved final draft](#)
[#2023 Updated LHA Lease Template 2021 BKE 7-6-21 approved final draft](#)

4. Any Old Business to come before the Housing Authority

VIII. NEW BUSINESS

1. Discussion and possible action on the Housing Authority monthly meeting location
2. Any New Business to come before the Housing Authority

IX. 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

File #: 23-2128

Agenda Date: 10/2/2023

Agenda #: 1.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

MOTION to accept the payment 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

File #: 23-1939

Agenda Date: 10/2/2023

Agenda #: 2.

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

File #: 23-1940

Agenda Date: 10/2/2023

Agenda #: 3.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Reports of the Chairman

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1942

Agenda Date: 10/2/2023

Agenda #: 4.

REPORT

Staff/Committee Report:

Tenant Representative Comments



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-2129

Agenda Date: 10/2/2023

Agenda #: 1.

MINUTES

Minutes:

MOTION to approved the Housing Authority regular meeting minutes of September 5, 2023.



Chairman
Charles Duzy

TOWN OF LEDYARD

Housing Authority

Meeting Minutes - Draft Minutes

60 Kings Highway
Kings Corner Manor
Gales Ferry, Connecticut 06335

Regular Meeting

Tuesday, September 5, 2023

7:00 PM

Kings Corner Manor

I. CALL TO ORDER

II. ROLL CALL

Present Board Member Dayna Waterhouse
Chairman Charles Duzy
Board Member Paula Crocker
Board Member Margaret Boyd
Excused Board Member Thomas Cassabria

In addition, the following were present:

Colleen Lauer - Housing Director

Mary McGratten - Town Council Liaison

Naomi Rodriguez - Town Councilor

Tenants Present - Apartment 2, 3, 9, 14, 18, 19, 23, 24, 25, 27, 29

III. OPENING AND CLOSING FLOOR TO TENANTS

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

Ms. Eleanor Murray, 16 Chapman Lane, Gales Ferry stated she had been getting communication from a number of people living here and from what she understand they do not speak for themselves because they are frightened of eviction, and she did not want to go on a long time about what they have told her; it has been pretty bad. Ms. Murray prepared a document for board members to look at their leisure. Ms. Murray stated that she will not release who told her what, but it is pretty obvious. Ms. Murray noted that tenants have written to Councilor Rodriguez a number of times and it is very unusual stuff, the tenants here are very aware of it. Ms. Murray stated she has advocated for a number of causes including Timothy's Law and nursing homes and a number of other organizations. Ms. Murray stated that she appreciated the board letting her speak, from what she understood she wasn't going to be allowed to do so. Ms. Murray noted that she is an advocate and has done this kind of work in the past for a number of different organizations to help people who didn't get help and they can't get help, sometimes it becomes a public issue and she becomes interested in it. Ms. Murray noted that she has done investigations

and tries to help people.

Ms. Gray, Apartment # 23 stated that she is aware people are complaining about all of the construction work going on and why they would be afraid of Colleen. Ms. Gray stated that she has no problems with her at all and doesn't know what people expect of Colleen really. Ms. Cardoza, Apartment #25 interjected to say Colleen is a pussycat.

Ms. Kervin, Apartment #12 stated that she didn't like it when men walk into her apartment without prior notice and she could be in her nightgown. She asked if they could call out her name and ask to come in.

Ms. Nina Diaz, 1546 Route 12, Gales Ferry stated she wanted to echo what Ms. Murray had stated. Ms. Diaz noted that she learned of concerns from the residents on social media. Ms. Diaz shared that she has worked in the healthcare field for about 25 years, OBN, GYN, Geriatric field and the seniors in our community are dealing with what they are dealing with and getting a lack of response from certain people of positions in the community. It is disheartening to our seniors. They should be the most valuable people in our community, because our seniors have lived for centuries and have done their time, we should protect them at all cost. Ms. Diaz noted that our youth is the next generation and what we do physically is going to mold them. Children learn by what they see. Ms. Diaz stated the amount of concerns we see on social media from our elders and at Town Council Meeting where the concerns are brought up, is very concerning. Ms. Diaz noted she is here to support our seniors however they may need it.

Ms. Petrowski, Apartment #27 stated she didn't know where any of this was coming from, she has not heard complaints from anyone. She stated that she did not know why anyone would want to advocate for her.

Ms. Nina Diaz, 1546 Route 12, Gales Ferry responded by stating that the smoking area is a safety issue. Ms. Diaz noted that she has driven numerous times and observed people out on the street smoking, very late at night and very early in the morning. Ms. Diaz noted out there who look a bit distressed just walking to the road. Ms. Diaz stated that she has spoken to them sitting out there, and I have also learned about other things such as some tenants being allowed to do certain things around their homes and others cannot. Ms. Diaz stated such as maintenance entering without advance notice; that is concerning and we don't know what a tenant has been through, and we don't know their story, but that is an uncomfortable thing for a woman to be in her nightgown and have someone walk into her apartment. Ms. Diaz stated there are many, many concerns.

Ms. Petrowski, Apartment #27 stated this is all about smoking and the rules are the rules and you just need to follow them.

Mr. Ed Murray, 16 Chapman Lane, Gales Ferry stated he has had an opportunity to speak at many organizations and his focus has always been how people take care of other people. That is the first thing that is always focused on before policies and procedures, and not just in this case but in other cases. Mr. Murray stated the if what he has heard about the situation second hand is true then we have a problem. Mr. Murray stated it doesn't sound like this unit of all 30 people feel that they are okay. It is Mr. Murray's understanding that the purpose of a senior housing center, is to house seniors in a comfortable place; for seniors to be able to feel safe, feel as if supported and feel that it is their home. Mr. Murray is concerned that people that live here don't feel like it is their home. Mr. Murray's understanding is that this is not a Hotel 6, it is not some kind of specialty housing unit where you have to control people, it is your house, your home. Mr. Murray noted that we are not taking care of the seniors as we should, we should be making sure we are taking care of each other.

Ms. Farr, Apartment #18 stated she doesn't understand how the Ledyard Housing Authority owns us and not the State or Town. Ms. Farr stated the board members don't live here, they make all the policies and procedures. Ms. Farr noted that Ms. Lauer is wonderful and does what she can do, but you guys aren't around to see everything that is going on and Colleen has to deal with it. Ms. Farr stated that Colleen is here all day long dealing with issues. Ms. Farr stated the renovations are terrible, but it will be fine when it is done. Ms. Farr noted you take the lowest bid so you can get more out of it and I know that happens. Ms. Farr stated that she is not prejudice at all, but you can't talk to the workers and when you talk to Lou, Lou can't talk to the workers because he can't do anything so that is frustrating. Ms. Farr shared when she talks to anyone she is told Ledyard is not going to do anything, the Town is not going to do anything and the State is not going to do anything, so it's hard because the board members do not live here, but they have to be with the Town and then they just make all of the rules, and all of a sudden we go from a three page lease to a twenty page lease, and every time everything gets changed more and more and it is frustrating, so again you call CT housing and nothing. Ms. Farr stated no dogs, unless it's people that don't live here bring their dogs. Ms. Farr stated that if you ask her, they shouldn't be bringing their dogs here, it is not right; we can't have dogs so why should you be able to bring your dog? Again, no dogs allowed unless you have a doctor's note, so why can they do that? Ms. Farr stated she loves how things work, it's like one rule is changed in the lease and the people that don't live here are not following the rules because they don't have to.

Ms. Sonn, Apartment #19 stated when looking in the Grant it states that these thirty units are fully paid for and owned by a corporation that was created to run Ledyard Senior Housing. Ms. Sonn asked, who is that corporation? Ms. Sonn stated she has been accused of being the best friend of Colleen, which I joked with her last week that if she ever needed to she could come to my house which no one would think she would step foot in because of past history. Ms. Sonn stated she has been accused of getting favoritism and being a best friend and frankly that's bull,

so she was going to leave that to the person who said it. Ms. Sonn stated going back to the Grant that was signed in 2020, it is listed as a functional LLC, who are these persons? Where are these persons? Who is financially liable and if not, why is it saying that the owner is an LLC?

Mr. Duzy replied that he did not know what LLC Ms. Sonn was referring to.

Ms. Sonn, Apartment #19 responded by stating that she was speaking and God bless you. Ms. Soon stated that she was not in need of an out of location advocate to protect her from her friends. Ms. Sonn stated that her friend and her will work out their relationship and she will be opposed to smoking for as long as she remains alive. Ms. Sonn stated that she has a right as a ten year two time cancer survivor and can show you the scars honey, they run from here to here. Ms. Sonn stated that her husband was diagnosed first at 35 then again at 37 she lost him at 39.

Mr. Ed Murray, 16 Chapman Lane, Gales Ferry asked Ms. Sonn her name?

Ms. Sonn, Apartment #19 replied her name is Gay, its a name not a lifestyle and you won't soon forget it.

Mr. Ed Murray, 16 Chapman Lane responded by stating he lost his dad to smoking, picked it up as a teenager then into World War II and he couldn't stop. Mr. Murray sated when he reached his 81st birthday his father was diagnosed with lung cancer and for the next seven years Mr. Murray saw him deteriorate but in all that time he could not stop smoking. Mr. Murray stated he stopped smoking a long time ago and once he did that, he had trouble walking into his parents' house, so he understand that it is hard. Mr. Murraray stated he thinks we all have addictions, when people are addicted to smoking people just can't quit. Mr. Murray stated he had a hard time stopping, you can't shortchange, even though that is one of the minor issues here, what a person is dealing with. Everybody has their issues.

Ms. Lupienski, Apartment #2 stated that it is unsafe to smoke by the street. Ms. Lupienski stated she has been stopped by the police, almost run over because she posted on social media, which she did report. Ms. Lupienski stated she is only speaking her truth. Ms. Lupienski stated she goes to the white building which is privately owned and people think she is looking for alcohol. Ms. Lupienski stated that she does not smoke inside her house and has never smoked inside her house. Ms. Lupienski stated that people lay on their horns, it's like where do we go? Ms. Lupienksi stated they allow alcohol, they allow guns, so why I am being punished? Ms. Lupienski stated that she knows we have spent a lot of money in this place but we need a different solution to the smoking. Ms. Lupienski stated that her name was announced on public radio that she was down there looking for money and these people found her at the white building and offered her money for sex, because they heard that she needed help and money. Ms. Lupienski stated it's disheartening.

Mr. Murray, 16 Chapman Lane, Gales Ferry asked if someone laughed.

Ms. Murray, 16 Chapman Lane, Gales Ferry responded that she wanted to know who laughed and stated that shows what kind of place this is. Ms. Murray stated she wanted her documents back and you can have one copy, she wanted all of the other copies. Ms. Murray stated, "Yeah this is real funny people".

Chairman Duzy called the meeting back to order.

Ms. Sonn, Apartment #19 stated that people here are aware of her feelings on smoking and has been outspoken on it since she moved in seven and a half years ago. Ms. Sonn stated that people have come in her yard to smoke, she has fire pits, she has tiki torches. Ms. Sonn stated she has had various kinds of smoke in her yard. Ms. Sonn stated what you choose to do to throw away your life is up to you, what she chooses to do to maintain her life of a two time cancer survivor is her choice, others don't get to dictate. Ms. Sonn stated there are places that allow smoking and places that do not. Ms. Sonn stated the majority of people in here and she believes there are seven smokers out of thirty aren't following the rules. Ms. Sonn stated that people are hiding behind dumpsters, going behind buildings, and hiding behind garbage cans, hoping not to be seen. Ms. Sonn stated she has photos on her phone, but she is not Gestapo, so she is not going to turn those in. Ms. Sonn stated nor will she become Gestapo, but it does not mean that Ms. Lauer is her best friend. Ms. Sonn stated she resents what she has been accused of by someone who has never met her and in her opinion, we have instigators who are trying to start trouble because one or two people are addicted to smoking and there are ways to kick the habit. Ms. Sonn stated her husband was a doctor, so don't give her BS because she is her friend.

Arguing ensued between Ms. Sonn and Mr. Murray. Chairman Duzy responded by calling the meeting back to order and stated if the meeting was interrupted one more time he would end the meeting.

Chairman Duzy stated that the comment time allotted was over.

Document from Ms. Eleanor Murray - Resident

IV. BOARD MEMBER COMMENTS

Ms. Crocker shared the following statement:

The director of the LHA has no authority to change any rules and regulations for Kings Manor Senior Housing. Any and all changes to policy are requested to be on the agenda of a meeting, discussed at the meeting and voted on by the commission members. The director does not have a vote on any of these matters. All agendas are public and posted on the Town of Ledyard

website prior to all meetings. After the meetings all minutes are public and posted on the Town of Ledyard Website. There has been a meeting every month in 2023 with the exception of June.

All commission members are given a description of their duties prior to being sworn in and are appointed by the Town Council.

Security cameras were placed for the security and protection of the tenants and the housing authority. No one would have the time to watch all of the 24/7 footage but it is there if an incident occurs it can be watched.

Several comments were made regarding the lighting on the driveway and how dark it is. There are several lamp posts along the driveway

Much research and discussions were done prior to making the property non-smoking. Discussions with other senior housing facilities, other directors, commission members and the tenants. The decision was made based on the renovations being done and the health and well being of the tenants.

The commission and director have listened to any and all comments you have made prior to making the decision to go non- smoking.

The below was taken directly from the State of Connecticut Department of Public Health:

“Smoking is not a legal right. Smoke free policies do not infringe on the legal rights of individuals.”

“Federal or State law does not restrict owners, landlords or managers from adopting “no smoking” policies. In fact, the US Department of Housing and Urban Development strongly encourages owners and managers to adopt smoke free policies for their properties. Smoke free policies can be written into leases or made part of the “house rules”

“Owners/Landlords may not deny a person the right to live on the property because they smoke, but owners can regulate that the person not smoke on the property. (or smokes only in designated areas).”

Taken from the Town of Ledyard Employee handbook on smoking:

“The Town of Ledyard provides a healthy environment for all staff, town residents and visitors. To eliminate the documented health hazards of secondhand smoke and to maintain good air quality in all working environments, smoking is strictly prohibited in all areas of all buildings,

grounds, and parking lots owned and managed by the Town of Ledyard.

Smoking includes cigarettes, cigars, pipes, smokeless tobacco, snuff, chew, e-cigarettes, and vaping products. This prohibition includes all work areas or visitor areas, vehicles, corridors, stairwells, restrooms, meeting rooms, and closed offices. If you smoke off site, please ensure that you dispose of your butts and debris in an appropriate receptacle.”

State Senator Cathy Osten was recently on property but NOT 4 times. She was here due to being given misleading information that the tenants were being thrown out of their units with no place to go while the renovations were being made. We have partially furnished 2 units for tenants to go to, and rented an ADA apartment off site for use when needed, arranging for transportation, lunches and anything else that would be needed while your apartment is being renovated.

Laundry room sign ups were done during the COVID Pandemic to adhere to social distancing requirements. If a consensus of the tenants living here would like to stop the the board will consider to discontinue it. Keep in mind if there is no signup you run the risk of bringing all your laundry over only to find out that someone is using the machines.

The lease is a common lease written for many senior housing complexes in this area.

Fire pits, gas grills and tiki torches were put on the agenda as soon as it was mentioned. These things had been grandfathered in during the renovations but will be revisited.

Tenants should fill out the forms provided for any comments/questions/issues and if there is no resolution can file a grievance.

This last comment is from me personally and not necessarily from the board.

Bashing members of the board or director and posting false or misleading information on social media is never appropriate and it really doesn't get you anywhere.

V. REPORTS

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

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Paula Crocker

AYE 3 Duzy Crocker Boyd

EXCUSED 1 Cassabria

ABSTAIN 1 Waterhouse

2. Reports of the Executive Director

- TVCCA will be here September 14 from 8:30 - 11:30 to help you complete your energy assistance applications. Items that you will need to provide are listed on the bulletin board in the hallway.
- If you have not completed your renters rebate application please contact Karen Goetchius, her number is on the bulletin board.
- UNCAS Health District is offering free tobacco cessation programs. Anyone who is interested in free coaching and NRT (nicotine replacement therapy) can call or text 860 400 2072. This round of the program ends September 30th.

RESULT: .

3. Reports of the Chairman

None

RESULT: .

4. Tenant Representative Comments

None

RESULT: .

VI. APPROVAL OF MINUTES

1. MOTION to accept the Housing Authority regular meeting minutes of August 7, 2023

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Dayna Waterhouse

AYE 4 Waterhouse Duzy Crocker Boyd

EXCUSED 1 Cassabria

VII. OLD BUSINESS

1. Suggestion Box

None

RESULT: CONTINUE

2. Renovation Updates

- This renovation is being completed with grant funds and certain processes need to be followed. Our architect will go in to “punch” the unit, BRD works on the punch list, a CHFA architect will “punch” the unit and our architect/consultant

will come back again to “back punch” the unit. Punch list items will be addressed, but may not all be done at the same time, as they may be trade specific. Please fill out a “tenant renovation issue” form for the new items not working/damaged items. Ms. Lauer will forward those forms for BRD to address. BRD has been asked for their process to replace damaged items, when we get it we will post it on the bulletin board.

- Gutters for building 1, 2 and 3 have been completed. Building 4 and 5 will be done soon.
- Concrete for building 5 has unfortunately been postponed due to the heat and will be done early next week.
- The front community building door has the correct spec’d hardware but not the correct hardware for our needs. New hardware is being order until it shows up tenants will need to use thier key to enter.
- The back community room door pad was poured with the old door in place and the pitch isn’t correct, therefore it needs to be repoured.
- Kitchen Express will be onsite September 12 and 13 to address open issues. If they will need access to your unit you have already been notified.

Issues that have been brought up:

- Water pressure in the shower is terrible - CHFA has energy Conservation & Sustainability guidelines which include all bathroom faucets, aerators and shower heads shall comply with the EPA WaterSense Program standards.
- Windows, a variety of issues. This will be addressed on September 20th, they will arrive in the morning and work their way around starting at building 1. If you are not home we will need to enter your unit to have the issues addressed. Only 8 tenants marked down issues, if you did not fill out the form, as requested, your windows are not on the list. If you do have issues please inform Ms. Lauer immediately.
- Blinds are in, they will begin installing them in the renovated units on Wednesday, Sept. 6th.
- The original sidewalk coming to the road at building 1 in front of unit 3 is not ADA compliant. The asphalt ramp at building 1 is a temporary ramp that will be eliminated when the handicap space is paved. The sidewalk will meet the parking area and comply with the 2010 ADA standards.
- At this time, BRD is scheduled to complete the work in early December. We’ve always said the schedule is made of “Jello”, and the schedule is being updated. Your renovation dates may change, a new schedule is expected to be shared Friday. BRD would like to do an additional unit each 10 day rotation so that they can finish before the holidays. We have 3 temporary units for you to use, but if you plan to return to your unit at the end of each day, or if you will be staying

with family, please let me know and we may be able to add you in as an additional unit.

RESULT: CONTINUE

3. Discussion and possible action regarding the Smoking Policy

MOTION to leave the smoking policy as discussed and decided as effective August 1, 2023.

RESULT: APPROVED AND SO DECLARED

MOVER: Paula Crocker

SECONDER: Dayna Waterhouse

AYE 4 Waterhouse Duzy Crocker Boyd

EXCUSED 1 Cassabria

4. Any Old Business to come before the Housing Authority

None

VIII. NEW BUSINESS

1. Discussion and possible action regarding outdoor grills and other similar devices used for cooking and heating.

MOTION to remove grandfathering of fire pits and tiki torches.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Paula Crocker

AYE 4 Waterhouse Duzy Crocker Boyd

EXCUSED 1 Cassabria

2. Any New Business to come before the Housing Authority

None

3. MOTION to enter into executive session to discuss Maintenance Supervisor Compensation.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy

SECONDER: Margaret Boyd

AYE 4 Waterhouse Duzy Crocker Boyd

EXCUSED 1 Cassabria

IX. ADJOURNMENT

Mr. Duzy moved the meeting be adjourned, seconded Ms. Boyd

The meeting adjourned at 8:10 p.m.
VOTE: 4 - 0 Approved and so declared

Respectively Submitted,

Chairman Duzy
Housing Authority

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

File #: 23-1944

Agenda Date: 9/5/2023

Agenda #: 1.

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

File #: 22-844

Agenda Date: 10/2/2023

Agenda #: 2.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Renovation Updates

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



File #: 23-1947

Agenda Date: 10/2/2023

Agenda #: 3.

POLICY-PROCEDURE

Motion/Request:

Discussion and possible action regarding the Smoking Policy

Background:

The Community Relations Committee at the September 20, 2023 meeting requested that the Housing Authority revisit the smoking policy.

Department Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

Body:

(type text here)

Addendum B – 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 and grounds will be smoke free effective August 1, 2023. 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 effective August 1, 2023.

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.

Adopted 7/6/2021 Updated 8/1/2023

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. Action will be taken for non-compliance.

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.

There will be no waivers.

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.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date



Welcome to Kings Corner Manor Town of Ledyard Housing Authority

Tenant Rules & Regulations Handbook

The Ledyard Housing Authority has a Smoke Free Policy

The Ledyard Housing Authority (LHA) retains full authority over all matters concerning the management of Kings Corner Manor (KCM). Read the following information carefully. Thank you for your cooperation and compliance.

Important Telephone Numbers:

Ledyard Housing Authority Office: (860) 464-7365
After Hours Maintenance Emergency/Executive Director: (860) 884-5824 / (860) 464-8966
Ledyard Police or Fire: 911
Ledyard Police/Fire (Non-Emergency): (860) 464-6400
Ledyard Senior Center: (860) 464-0471

Note: Check the Bulletin Boards in the Community Building for important notices

Tenant(s) telephone numbers will be published in the LHA in-house directory unless a tenant requests Management not to publish their number.

Tenant Responsibilities

Lease, Regulations, Rent

The Tenant(s) and members of his/her household, guests and employees of LHA shall comply with all laws and town ordinances affecting the use or occupation of the premises and with all reasonable rules or regulations now or hereafter adopted by LHA for the safety, comfort and welfare of the occupants of Kings Corner Manor.

Your lease is your agreement with the Housing Authority. Please read it carefully and thoroughly so that you understand it. Please adhere to your lease and follow the rules and regulations listed therein. Violations of any provision of the lease or regulations may be cause for eviction. If you have any questions, check with the Housing Authority Office.

The tenant(s) agree to cooperate with Management in all Landlord-Tenant related matters and tenant(s) agree not to interfere with the management of the development. Cooperation includes, but is not limited to, signing all forms in the time frame required which relate to eligibility and continued residency, appearing at the scheduled time for interviews, re-certifications and other housing related appointments and answering all questions that are related to eligibility determination. Tenant represents that all the information contained in his/her/their application and subsequent income/financial statements is true. Failure to cooperate with Management shall be considered material noncompliance with the lease and is grounds for termination of assistance or termination of the lease. Improper behavior to other tenant(s) or staff, such as abusive or threatening language or actions, is not permitted.



The Director or a LHA representative shall have the right to enter the tenant(s) apartment during all reasonable hours to inspect the same and/or make such repairs, additions or alterations as may be deemed necessary for the preservation thereof. Notice will be provided except in an emergency situation. Tenant will cooperate with the Housing Authority's reasonable efforts and procedures for safe and effective repairs, renovations, insect/pest control procedures, including but not limited to following reasonable instructions of the Housing Authority regarding preparation of the apartment for such repairs, renovations and procedures (for example removing all items from areas to be worked on, placing all food in the refrigerator or removing it temporarily from the apartment, cleaning the areas to be worked on, etc.), and vacating the apartment temporarily to allow such work to be done safely, provided at least 48 hours advance notice is given. An annual inspection of each dwelling will be conducted by the Director or a representative of the LHA. These inspections will be scheduled with reasonable notice and by appointment in advance of the inspection. Tenant will be notified of any conditions, fixtures, alterations or additions to the premises which are in violation of the tenant's lease or of these Rules and Regulations and will be required to remove or correct any such conditions or violations within 10 days of such notice.

If the tenant fails to or refuses to allow personnel or contractors hired on behalf of the Housing Authority into the apartment for repairs, renovation or insect/pest control, including inspections or if the tenant refuses to vacate the apartment temporarily so that such work can be done without reasonable risk to the tenant(s) health or safety the tenant shall be liable for charges assessed against the Housing Authority.

The Housing Authority shall have the right, in accordance with State law, to dispose of any personal property left on premises, or in the project, by the tenant after tenant vacates the premises or otherwise abandons the premises. The tenant shall be deemed to have abandoned the apartment when you have vacated the apartment without notice to the Housing Authority and you do not intend to return, which intention may be evidenced by removal by you or an agent of substantially all of your possessions and personal effects for the apartment or for nonpayment of rent for more than two months.

The tenant designates (Name)_____ (Phone)_____ as his/her personal representative and authorizes this representative to vacate the apartment and remove the property of the tenant from said apartment if the tenant becomes ill, incapacitated or disabled for a period of not less than one month or becomes deceased. The tenant agrees that all charges in connection with the storage and removal of his/her property be paid by his/her personal representative or his/her estate.

You pay rent on the day you sign your lease and on or before the 10th of every month thereafter. (Rent for new tenants will be pro-rated, monthly rent divided by days of the month not occupied; if tenant does not move in by the 1st.) Rental payments can be made at Centreville Bank, the Housing Office located in the Community Building by check or money order, electronic payments are appreciated and **cash will only be accepted with prior LHA Approval.** Rent is due on the 1st of the month and should be paid no later than the 10th of the month. Your rental payment is to be made out to the Ledyard Housing Authority. A late fee of \$25.00 will be assessed for any rental payment received after the 10th day of the month. The Owner may terminate the lease if Tenant is chronically late with rent payments. Chronic late payment is defined as accruing three (3) late fees within any twelve (12) month period.

Any criminal offense under the law committed by a tenant or a tenants' guest(s), which impairs the physical and/or social environment, occurring on the properties of LHA, shall be cause for management to immediately implement the eviction procedure. In addition, when any tenant is incarcerated for any



criminal act deemed to be of a potentially threatening nature to the community shall be cause for Management to begin legal action for eviction.

You have been assigned an apartment. Roomers, boarders and lodgers **are not allowed**. Apartments may not be sublet. Tenant will not allow anyone not listed in the Dwelling Lease, to use his/her unit when tenant is not on premises nor allow anyone to use his/her address for the receipt of mail.

Tenant is responsible for the actions of friends/relatives/visitors while they are on premises. Guests and visitors are expected to follow all rules and regulations. Tenant is responsible for informing friends/relatives/visitors and guests of the rules and regulations. Any violation of the rules as stated in the Lease and any addendum to Lease, by such visitors, friends, relatives, etc., with or without tenant's permission, will be considered as material non-compliant and tenant accepts responsibility whether or not tenant is on the premises at the time of such violations. All guests should be informed not to park in areas designated for tenants unless picking up or dropping off. Visitors must park in designated Visitor Parking Spots/Visitor Parking Area.

Overnight Guests: All Lessee's guests or visitors who remain within the premises for a period in excess of forty-eight (48) hours should register with the Management Office. If overnight guests become an issue Ledyard Housing Authority reserves the right to address this on a case by case basis, including denial of visitation. All overnight visitors must have their own separate legal residence.

Handicap Accessible Apartments: When an accessible apartment becomes vacant, before offering such apartment to a non-disabled applicant Ledyard Housing Authority must offer such apartments: First to a current tenant of another apartment who has a disability that requires the special features of the vacant apartment and is occupying an apartment not having such features, or if no such occupants exist then: Second to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant apartment.

Sidewalks and entry areas shall not be obstructed, nor used for any purpose other than ingress and egress to and from the dwelling.

Tenants

You are not allowed to make physical alterations to your apartment. All alterations, repairs and painting will be conducted by the Ledyard Housing Authority. Tenants are not allowed to install additional or different locks or gates on any door or window of the apartment without written consent of the Housing Authority.

You must immediately report to the appropriate health authority (Ledge Light Health District (860) 448-4882) any case of serious infectious or contagious disease occurring on the premises, such as COVID 19.

We are a neighborhood that looks out for each other. If you will be gone more than 7 days, you must notify the office. This notification is needed in case of an emergency.

You will not play loud music/TV or disturb other tenants after 10pm.

If you have an issue with another neighbor, please try to resolve any issues one on one. If there is a belief that laws are being broken, any tenant's recourse is to go to law enforcement officials. The housing authority should not be involved in neighbor disputes unless you believe that the housing authority rules, regulations & policies are not being followed.

All concerns must be submitted in writing to the office, the Tenant Concern Form is available in the community building.



The laundry room is for exclusive use of the Kings Corner Manor tenants. Monday – Friday from 8am-4pm there is a sign up for laundry. All other times are first come first serve to use the machines.

Effective August 1, 2023 all buildings, administrative offices and grounds of the Ledyard Housing Authority are smoke free

Inside the Apartment

1. In the event of a fire, the Fire Alarm in your unit will directly contact Emergency Services. In the event of a medical emergency, pull the emergency cord in the bedroom or bathroom or call 911. The emergency cord notifies Emergency Services. If you pull the cord by mistake, immediately call 860-464-6400 to tell them it was a mistake, then call the Director so that the system can be reset. During office hours 860-464-7365 after hours 860-884-5824.
2. The Ledyard Housing Authority does not insure nor is liable for personal property damage. All tenants are strongly encouraged to obtain Renter's Insurance coverage through a private insurance company. The Housing Authority shall not be responsible for articles left with an employee.
3. Tenant has examined and accepted the premises. Within 72 hours after move-in, Tenant shall report in writing any defects or damages to the Owner. Defects and damages not reported to Owner shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall keep the apartment clean, sanitary and free of pests and to report the presence of the same immediately upon discovery to the Housing Authority. Do not accumulate trash, papers, rags, boxes, etc. in the apartment, this is a fire hazard. The Ledyard Housing Authority inspects apartments annually but may inspect more often with a minimum of 48-hour notice. Any violations are subject to fees for replacement and/or repair.
4. Exits must be kept clear for ease of entry for both tenants and emergency personnel.
5. The tenant must immediately report to the Office any damage to water pipes, toilets, drains or fixtures, electric wires or fixtures or other property of the Landlord and all breakage damage, or loss of any kind. If you experience a maintenance issue, requiring immediate attention when the Office (860)464-7365 is closed, please contact the Director (860) 884-5824 / (860)464-8966. Personal injury, no matter how minor, must be promptly reported
6. Tenants may not disconnect smoke detectors, remove batteries where applicable or cover detectors at any time. If a detector malfunctions or fails to operate, please notify the Office immediately. Anyone who removes, turns off or tampers in any way with the Fire Alarm/Call for Aid System will be in non-compliance of their lease and legal action can be taken.
7. Tenants shall take care to prevent fires. Do not keep flammable materials, such as (gasoline, diesel, propane, kerosene or any other type of fuel) in your apartment. You may also not store any vehicle or machinery i.e., motorcycle, moped, four-runner, boat motor, lawn mower, or gas engines of any type in your apartment. This is a fire hazard. The tenant will not use any method of heating other than that supplied by the landlord, the use of space heaters/gas portable generators are not allowed.
8. The burning of candles is not permitted in any part of the apartment.
9. Tenants are not permitted to display or use any firearms, BB guns, pellet guns, slingshots, or other weapons (toy or otherwise) on the premises.



10. Tenants shall abide by the directions of the LHA or its designee for the proper operations of heat, ventilation and air-conditioning.
11. Only the customary bed and furniture are permitted. No water beds or gel beds, portable washing machines, portable dishwashers or any similar type of furniture are permitted.
12. One (1) common indoor house cat is allowed per household. Two (2) birds of small common household type are allowed per household. Fish, tropical/goldfish that can be restrained in one tank with a capacity not to exceed 10 gallons allowed per household. No dogs allowed. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and maintain sanitary conditions at all times. Tenants must be able to take care of the pet, if it is determined that adequate care is no longer possible the owner must relinquish the right to keep the pet/move out of the apartment. If any insect manifestations in the pet owner's apartment/adjacent apartment occur the pet owner will bear all financial responsibility to correct the issue. At the time of occupancy, management should be advised about your cat, bird or fish. Your cat must be spayed/neutered and have rabies' shots and any required vaccinations at the time of occupancy with proof provided. This also applies to existing tenants who get a new cat during occupancy. Cat Deposit Fee: A deposit of \$100.00 is required. The Housing Authority will make payment arrangements, if needed.
 - a. The pet owner will be informed in writing of any alleged violation of the Pet Policy and given 30 days to correct the violation.Visiting pets must be leashed, waste disposed of appropriately and may not stay overnight.
13. Do not discard garbage, paper towels, flushable wipes or other objects in to the toilets. Overflows are inconvenient, unsanitary and cause damage to our facilities. Do not use deodorant blocks that hang on the lip of the bowl, they can be bumped into the bowl and may cause a blockage. If this happens, you will be charged for the repair.
14. Only proper picture hanger fasteners are to be used on interior walls. Televisions are not allowed to be mounted to the wall unless advanced prior approval is given by LHA. No tacks, nails or other fasteners/cement shall be used in laying carpets/rugs/linoleum. No tacks, nails or other fasteners shall be used in kitchen cabinets, counters, tops, backsplashes or doors.

Outside the Apartment

15. Seed, suet and hummingbird bird feeders are permitted. Never feed wild or stray domestic animals. Do not leave bread or any other food item(s) out for the health and safety of all tenants. Effective August 1, 2023 no window feeders will be allowed. There will be a fee for non-compliance.
16. All trash, garbage and other waste, shall be bagged and disposed of in a clean/safe manner and immediately deposited in the appropriate receptacle(s) as provided by LHA. Individual trash and garbage containers are not permitted in public, outside the buildings. Bulk trash is the responsibility of the tenant. Items such as furniture, televisions, etc must be properly disposed of within 5 days. You can contact: Willimantic Waste (860) 423-4527 bulk pickup is \$150 + \$50 per item picked up. Items can be taken to the Ledyard Transfer Station located at 889 Colonel Ledyard Hwy in Ledyard, fees may apply.
17. Tenants are obligated to comply with all local recycling laws. Recyclables are not to be bagged when disposed of.
18. One weatherproof horizontal/vertical plastic storage shed is permitted, but the size and location must be approved in advance by LHA. If advanced approval is not obtained and the shed is deemed too large it must be removed immediately.



19. Tenants will abide by all rules pertaining to the community building, such as hours of operations for laundry room, kitchen and community room. No unaccompanied guest(s) may be in the community building without permission.
20. The tenant shall not carry on any business whatsoever. No signs, notices or advertising are permitted on any part of the apartment or building. No equipment, furniture, tools or any other objects are to be attached to the exterior of the buildings.
21. Exterior grounds and any public area within the development shall be kept neat and free of debris of unsightly accumulation. Any personal property (including furniture, doormats, flower pots, ornamental figures or any other object) shall not be placed in a manner to disrupt the maintenance procedures: i.e., lawn mowing and snow removal or access to your neighbor. LHA is not responsible for damages due to the tenants' negligence during maintenance procedures, or by other person(s) or acts of nature. This does not include insurance claims. LHA provides lawn maintenance and snow removal therefore tenants may not use electric/gas powered equipment on the premises.
22. Tenants may plant/maintain a small flower garden in the front of their apartment no more than 30" away from the foundation, plants and shrubs should not be in contact with the building. The tenant must maintain the flower bed/plantings to ensure that they are free of weeds and overgrowth in a defined area. A community garden is located at the Community Building.
23. Tenants and guests will be properly attired when in common areas shirts & shoes required.
24. Tenants are allowed to have a gas grill with a propane tank/charcoal grill, however, when the grill is ignited/during cooking, the grill must be 10 feet from the building. Also, keep in mind that they should be placed so that smoke does not blow into another tenant's apartment that may cause another tenant distress or activate the fire alarm. Fire Pits and open flame citronella candles/torches are not allowed.

Vehicle Policy

25. The Tenant will be assigned ONE reserved parking space. One vehicle per tenant is allowed. One (1) additional vehicle, properly registered and insured may be kept onsite with prior permission from LHA. At admission and recertification, tenants must show proof of ownership, insurance and registration in the State of Connecticut. The owner of any unused and/or unregistered vehicle will be given notice to remove the vehicle from the premises or the vehicle will be towed/stored at the owner's expense. No mopeds, boats, campers, camp trailers, tractors, trailers, utility trailers, RV's, all-terrain vehicles or other machinery are allowed on the property. Overnight parking will be limited to tenants and authorized visitors. Driving or parking on the lawn is expressly forbidden.
26. The vehicle must be kept in proper repair. Watch for leaks from your car. Damages arising from leaks will be charged to the tenant.
27. Auto repairs are not allowed on the premises (i.e. oil changes, tune-ups, radio installations, etc.) The washing of automobiles is not allowed on the premises. Tenants shall not waste, nor unreasonably use water.
28. Tenants are responsible for moving their cars during snowstorms to the visitor spaces or area advised by Management. Tenants are also responsible for cleaning snow or ice from their vehicle. If you are going away during the winter, LHA management will advise you where to park your car as to not hamper clean-up after winter storms.



29. If you are unable to clean or move your car per the Inclement Weather Policy, you must make arrangements with another tenant or family member in order to abide by the policy.

Smoking

30. August 1, 2023 there will be no smoking anywhere on property. 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 LHA buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.
31. Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings.
32. For the first lease violation of the Smoke-Free Housing Policy, a tenant will receive a Lease Violation and Notice to Cure Violation. For the second violation of the Smoke-Free Housing Policy, the tenant will receive a Lease Violation and Notice to Cure Violation and a \$100.00 fine. For the third violation the tenant will receive a Lease Violation and Notice to Cure Violation and a \$250.00 fine and be subject to eviction. The fourth violation will be eviction. Additionally, staff will schedule an inspection with a third-party contractor to assess the apartment for damages from smoke odors and/or residue. The tenant will be liable to LHA for the costs of the estimate and the repairs to the apartment due to damage from smoke odors and/or residue. Further violations will make the tenant subject to eviction.

Vacating the Apartment

33. A 30-day written notice is required in the event a tenant chooses to vacate the apartment.
34. Any notice given after the first day of the month does not begin until the first of the following month. Example: When a notice is given on March 10th, the 30-day notice begins April 1st and will take effect on May 1st. (April's rent must be paid).
35. Clean the apartment thoroughly, including appliances before turning in your keys. You will be charged rent until your apartment has been inspected and your keys returned.

Fees

36. Late Fee for rent: A late fee of \$25.00 will be assessed for any rental payment received after the 10th day of the month.
37. Insufficient funds charge: A fee of \$25.00 will be assessed for any returned check.
38. Lockout Fee: If you are locked out of your apartment more than once, during nonworking hours and the Director or maintenance has to be called, you will be assessed a fee of \$20.00.
39. Lock Change Fee: If you request that your locks be changed for any reason, you will be assessed a \$100.00 fee for parts and labor.
40. Cat Deposit Fee: A deposit of \$100.00 is required. LHA will make payment arrangements, if needed.
41. Damage Fees: Any damage caused by the tenant will result in a fee based on materials and labor costs.



42. Community Room Rental Fee: When reserving the Community Room for parties, a \$50.00 deposit will be required. If the Community Room is left clean and in its original condition, the deposit will be refunded. If there are any damages and the LHA cost exceeds the \$50.00 deposit, the tenant will be assessed a fee for materials and labor costs payable immediately, or the tenant will be subject to legal action.
43. Apartment Transfer Fee: If you request an apartment transfer, you will be charged a fee of \$300.00, the transfer is at the discretion of the Executive Director of LHA.
44. Key Fees: If your apartment keys are not returned you will be charged a \$100 fee, if your community room key is not returned you will be charged a \$5 fee & if your mailbox key is not returned you will be charged a \$25 fee.
45. Stove reflector pans: \$5.00 small / \$8.00 large
46. Mini Blind Replacement, when damaged by tenant: replacement cost of the blind.
47. Refrigerator/Stove/Storm-Screen door repair/replacement due to tenant damage – retail replacement costs.
48. Heat pump & heat pump remote due to damage/loss – retail cost/installation
49. Cleaning charges for occupied/vacant units:
 - \$25.00 per hour
 - \$125.00 per dump truck load
 - \$20.00 per disposal of 1 mattress/1 box spring
 - \$25.00 per disposal of 1 air conditioner
50. Legal Charges - Tenant is responsible for all legal fees as stated in the lease

KAPPA	\$125	
Notice to Quit		\$100
Summons & Complaint	\$125	
Each Additional Count	\$50	
More than one defendant	\$50	
Court Entry		\$175
Reply to Special Defense	\$125	
Motion to Default		\$125
Execution		\$125
Court Appearance		\$200
Affidavit of Non-Compliance		\$125
Marshal Fees		In accordance with CT General Statute 52-261
51. All fees are subject to change upon notice from the Housing Authority.

Management may terminate this lease for serious or repeated violations or material non-compliance to the terms of the lease such as failure to fulfill the tenant obligations set forth in your lease or for other good cause or any felony. Such violations of material terms or felony shall include but not be limited to:

- A. The unlawful use, sale or possession of drugs or drug paraphernalia in the apartment and/or seizure of drugs in the apartment by a Law Enforcement Officer.
- B. Conviction of any person(s) for felony or Drug-Free Housing Policy, of a crime related to illegal use, possession or trafficking of drugs while on the premises or within 1,000 feet of a school. (Premises

8



Adopted 7/6/2021 Updated 8/1/2023

- include individual apartments, public areas, grounds, and facilities held out for use by tenants, generally throughout the development).
- C. Conviction of any sexual offense.
 - D. Conviction of any serious injury to any person.
 - E. Conviction of any death to any person.
 - F. A fire or damage to the property resulting from carelessness, negligence, or unattended cooking (any fire directly caused by action(s) of tenant(s).
 - G. Harboring person(s) wanted by any Law Enforcement Officials for criminal acts, which would be deemed to be of a potentially threatening nature to the community.

If a tenant receives three (3) or more Lease Violation and Notice to Cure Violation for violations of any sections of these policies it shall be considered a substantial disregard of said policies and an eviction warning will be issued.

I have read and have been informed about the Rules & Regulations for tenants at Ledyard Housing Authority and I have received a copy of the Rules & Regulations.

Tenant Signature

Date

Tenant Printed Name



Town of Ledyard Guide to Recycling (NO TRASH)

ACCEPTABLE ITEMS



newspaper and inserts



magazines, catalogs, white & colored paper



junk mail



cardboard



milk & juice cartons
juice boxes



empty aerosol cans
(non-toxic)



boxboard &
paper egg cartons



glass food &
beverage containers



plastic food &
beverage containers
#3-#7 under 3 gallons



clean aluminum, steel,
tin, foil food trays & cans



all plastic containers
#1-#2 under 3 gallons

COMMON MISTAKES



motor oil, anti-
freeze, paint, or
any hazardous
material
containers



pots & pans,
scrap metal,
ceramics



batteries or
electronics



plastic bags,
flower pots,
plastic toys



light bulbs or
drinking glasses

RECYCLING INFORMATION

The Town of Ledyard has a recycling program. Recycling is collected every other week.

Acceptable Materials & Preparation

FOOD & BEVERAGE

Aluminum Beverage Containers Examples: Soda & Beer cans

- Rinse clean
- Do not flatten or crush cans
- Self-opening attached tabs acceptable

Aluminum Foil Examples: Aluminum foil wrap, take-out aluminum foil food containers

- Rinse clean
- Fold flat
- Free of other materials

Aseptic Packaging Examples: Milk & Juice cartons, small single-serve milk & juice boxes

- Up to 3 liters or 1 gallon in size
- Remove straws & plastic spout caps
- Do not flatten or crush cartons

Glass Food & Drink Examples: Soda, liquor, wine & juice bottles, jelly jars

- Clear, brown & green bottles
- Rinse clean
- Place lids, caps, broken glass or dishes with refuse
- Labels need not be removed

Metal Food & Drink Examples: Soup, vegetable, juice, cookie tins, pet food cans, kitchen spray cans, bulk size vegetable containers



Adopted 7/6/2021 Updated 8/1/2023

- Rinse clean
- Clean metal lids acceptable
- No. 10 size cans acceptable
- Empty aerosol cans previously containing non-hazardous substances.

PLASTIC

Plastic Containers – Pet & HDPE (Coded with “1” or “2” on the bottom)

Examples: Water Bottles, soda, juice, dish detergent bottles

- Rinse clean
- Containers previously containing hazardous materials are not unacceptable (no empty motor oil containers)
- Discard caps & lids in refuse
- Labels & neck rings need not be removed

PAPER

Office Paper (Not Shredded)

Examples: White & colored paper, note pad paper (no backing), loose leaf, computer paper (continuous-form perforated white bond or green-bar paper)

Junk Mail (Not Shredded)

Examples: Catalogs, flyers, brochures, envelopes & envelopes with windows

- Tie securely with string or place in brown paper bag (**plastic bags are unacceptable**).
- No need to separate junk mail from newspapers.

BOXBOARD & CARDBOARD

Boxboard Examples: Cereal boxes, cracker boxes, shoe boxes, beer cartons, & six-pack holders

- Dry food & cereal boxes must have inside bag removed.
- Wax or plastic coating not acceptable
- Boxboard contaminated by food not acceptable

Corrugated Cardboard Examples: Kraft paper shipping boxes in all sizes

- Cut/fold to a max size of 18” x 12”
- No Asian cardboard (wax or plastic coating)

ADDITIONAL RECYCLING

Clothing/Shoes

- “Kiducation” containers are located in the parking lot at the corner of Christy Hill and Route 12, the Gales Ferry Commons at 1649 Route 12 and CVS in Gales Ferry 1657 Route 12. There are also containers at the Groton Square Shopping Center at 222 Route 12, Stop & Shop overflow parking lot.

Electronics

- Televisions, VCR’s, computer equipment, etc. may now be recycled. Collection container is located at the Ledyard Transfer Station.

Miscellaneous

- Ledyard Transfer Station – Car batteries, Ni-cad cell phone batteries
- Staples – Cell phones, ink and toner cartridges

Ledyard Transfer Station
889 Colonel Ledyard Hwy
Ledyard, CT 06339
(860)464-9227

Hours: Tuesday/Wednesday/Saturday 9:00am – 3:30pm





ANNUAL RENEWABLE LEASE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Kings Corner Manor

This Lease Agreement (hereinafter referred to as "Lease") is made this XX day of MONTH, YEAR, by and between THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, (hereinafter referred to as "Owner"), and TENANT NAME, (hereinafter referred to as "Tenant").

1. PREMISES. In consideration of the payment by Tenant of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all other covenants and conditions to be kept, performed, and observed by Tenant under this Lease and attached addendums executed simultaneously and incorporated herein, Owner hereby leases the following Premises to Tenant:

Location: ADDRESS OF APARTMENT

2. TERM. The term of this Lease shall commence on MM/DD/YYYY and shall expire on MM/DD/YYYY. This lease shall be automatically renewed annually pending an annual income recertification until terminated as hereinafter described. Either party may terminate this Lease by giving the other thirty (30) days' written notice prior to expiration of the term.
3. PRO-RATA RENT. It is further understood and agreed that the Lessee is taking possession of Apartment on MM/DD/YYYY and shall pay the sum of TOTAL DOLLAR AMOUNT 00/100 Dollars (\$XXX.XX) as pro-rata Rent for the period MM/DD/YYYY through MM/DD/YYYY. Thereafter Rent in the amount of TOTAL DOLLAR AMOUNT Dollars (\$XXX.XX) will be due and payable on the FIRST day of each month. Owner reserves the right to require that all rental payments be made by certified check or money order only.

THIS IS A LEGAL BINDING DOCUMENT, READ ENTIRE CONTRACT AND ADDENDUMS BEFORE SIGNING.

THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

BY:

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Tenant

Date

4. TENANT QUALIFICATIONS. It is understood by the Tenant and any person signing on behalf of the Tenant that the requirements to sign this Lease are:
 - a. That the Tenant qualifies as a low-income senior, age 62 or older, or is an adult who has been certified by the Social Security Board as being totally disabled under the Federal Social Security Act or certified by any other federal board or agency as being totally disabled.



Adopted 7/6/2021 Updated 8/1/2023

- b. That the Tenant must document his or her gross annual income and assets prior to signing this Lease and must re-document annually by providing documentation requested by Owner such as but not limited to SSA or SSI records, documentation of assets, payroll records, and income tax records.
 - c. The Tenant's gross annual income may not exceed the max income limits as adjusted for family size, as published annually and determined by the Department of Housing and Urban Development at the time of initial occupancy.
 - d. The Tenant by signing this Lease certifies that the above requirements have been met.
5. APPLICATION. If any information given by Tenant in Tenant's application or verification is false, incomplete or misleading, it shall be a default by Tenant under this Lease, and Owner will terminate this lease and commence an eviction action.
6. MOVE-IN-DATE. **The move-in date is/was MM/DD/YYYY.** Tenant's possession of the Premises prior to the term of this Lease as defined in subsection 2 above, shall in no way affect the term of this Lease.
7. OCCUPANCY. Only those person(s) whose names appear on the face of this Lease may occupy the Premises. If Tenant will be absent for more than seven (7) consecutive days, Tenant must notify Owner. Guests who remain within the premises for a period in excess of forty-eight (48) hours should register with the Management Office. Tenant agrees not to permit guests, friends or relatives to remain more than fourteen (14) days in the Apartment without prior written permission. Tenant will restrict guests and visitors to a reasonable number, frequency and times.
8. SECURITY DEPOSIT. Upon signing this Lease, Tenant shall deposit with Owner the total sum of \$400 as a Security Deposit to be held by Owner as security for the performance of this Lease, including the payment of Tenant's rent, late charges, key charges, utilities, cable, if applicable, and for damage occasioned to the Premises. The Owner may, but shall not be obligated to, apply all or any part of the security deposit to the cost of curing any default by the Tenant, or to fulfill Tenant's obligations hereunder. In the event of such application of the security deposit, the Tenant shall, upon notice hereof, immediately restore the security deposit to its original amount.
9. LATE FEES. All rent is due and payable on the first day of the month to the Ledyard Housing Authority. A late fee of \$25.00 will be assessed for any rental payment received after the tenth (10th) day of the month. Partial rent payments are accepted, but if the balance is received after the tenth (10th), it is subject to the \$25.00 late fee. If Tenant's checks are returned for insufficient funds Tenant will be responsible for a \$25.00 fee related to the returned check. After two checks have been returned for insufficient funds, Owner will not accept Tenant's personal check and rent will have to be paid with a money order or certified check. Cash will only be accepted with Ledyard Housing Authority prior approval.
10. RECEIPT OF MONIES BY OWNER. Tenant and Owner hereby agree that all monies received by the Owner or his agents shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.
11. CHRONIC LATE PAYMENT OF RENT. Notwithstanding above, the Owner may terminate this lease if Tenant is chronically late with rent payments. Chronic late payment is defined as accruing three (3) late fees within any twelve (12) month period.
12. PET DEPOSIT. Should a Tenant desire to bring a pet into the Premises, in addition to the rent and the Security Deposit provided for herein, Tenant agrees to pay a Pet Deposit of \$100.00. This fee shall be payable upon the signing of this lease if the pet is to be kept in or about the Premises at the beginning of Tenant's occupancy of the Premises. If Tenant brings a pet into the Premises after the initial occupancy of the Premises the Tenant shall pay the Pet Deposit prior to bringing the animal into the Premises. An executed "Pet Agreement" Lease Addendum is required to maintain a pet on the premises. Limitations on pets are as follows: One (1) common indoor house cat is allowed per household. Two (2) birds of small common household type are allowed per household. Fish, tropical/goldfish that can be restrained in one tank with a capacity not to exceed 10 gallons allowed per household. No dogs allowed. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and maintain sanitary conditions at all times. Tenants must be able to take care of the pet, if it is determined that adequate care is no longer possible the owner must

relinquish the right to keep the pet or move out of the apartment. If any insect manifestations in the pet owner's apartment or an adjacent apartment occur the pet owner will bear all financial responsibility to correct the issue. At the time of occupancy, management should be advised about your cat, bird or fish. Your cat must be spayed/neutered and have rabies' shots and any required vaccinations at the time of occupancy with proof provided. This also applies to existing tenants who get a new cat during occupancy. The pet owner will be informed in writing of alleged violation of the Pet Policy and given 30 days to correct the violation. Visiting pets must be leashed; waste disposed of appropriately and may not stay overnight.

13. UTILITIES. Tenant agrees to pay utility charges (including utility deposit) assessed by utility companies in connection with the use of all utility services provided to the Premises for the period of occupancy of the Premises. Water is provided. Tenant is required to maintain utilities at the Premises.

To the extent Tenant is responsible for payment of certain utilities, Tenant shall be responsible for the notification of appropriate utility companies on or before move-in for the purpose of having utilities turned on. Tenant's failure to notify the appropriate utility companies within three (3) days of move-in will result in Owner assessing as additional rent pro rata utility charges for the Tenant's portion of the period from move-in until such time as utilities are activated, together with the reasonable cost for determining such assessment.

The Owner provides access to cable and internet to the property via Xfinity/Comcast (800)266-2278. If the Tenant desires cable or internet in the Premises, it is the responsibility of the Tenant to contact Xfinity/Comcast for set up.

Owner shall furnish and install light bulbs and tubes of prescribed wattage for light fixtures located in the Premises; light bulbs for personal light fixtures are not provided.

14. SAFETY FEATURES. Owner has furnished smoke detectors and call for aid switches that are connected to the local fire department. Tenant is prohibited from disconnecting smoke detectors and call for aid switches and Tenant is liable to Owner for any losses, damages, or injuries which should arise due to disabling or damaging such systems. Owner is not liable for losses, damages or injuries caused by Tenant disabling, damaging, or failure to immediately report malfunction of smoke detectors or call for aid switches. Tenant must immediately report any malfunctions to Owner in writing.

Owner does not provide any security devices or security mechanisms for the purpose of protecting the Tenants; such services or mechanisms are provided solely for the protection of the Owner's property and not for the protection of any Tenants.

15. REPAIR AND MAINTENANCE. Tenant has examined and accepted the premises. Within 72 hours after move-in, Tenant shall report in writing any defects or damages to the Owner. Defects and damages not reported to Owner shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall use reasonable diligence in the care of the Premises and shall maintain the Premises in a clean, sanitary and free of pests and to report the presence of the same immediately upon discovery to the Housing Authority. Do not accumulate papers, rags, boxes, etc. in your apartment. This is a fire hazard. The Ledyard Housing Authority inspects apartments annually but may inspect more often with a minimum of 48-hour notice.

Tenant must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Premises caused by Tenant or Tenant's guests will be corrected, repaired or replaced at Tenant's expense immediately upon presentation of a statement of repair costs by the Owner.

Tenant acknowledges that the Premises is located in a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and the Owner or its agents shall not be liable for any damage to the Premises or personal property of the Tenant or for any bodily injury caused by mold and mildew.

Tenant must immediately notify Owner of any needed maintenance or repair in writing. Tenant must notify Owner of any water damage within twelve hours of damage.

If damages are such that occupancy can be continued, Owner shall make repairs as needed with reasonable promptness and rents shall not abate during the period of such repairs. If, in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided in this lease will abate during the period of time when the Premises are not fit for occupancy, but in all other respects the terms and provisions hereto shall continue. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of the Owner, incapable of being satisfactorily repaired, then at the option of Owner, (i) this lease shall terminate and Tenant shall be liable only for rental payments up to the date of such damage or destruction; or (ii) Tenant may be offered a comparable apartment if one is available at that time for the remaining term of this lease.

16. FIRE HAZARDS. The Tenant will not allow any explosives, gasoline, fireworks or other combustible materials to be kept on Premises or permit or do anything, which would increase the rate of insurance upon the Premises.
17. USE OF FACILITIES. Owner sets aside a part of the building and grounds for laundry, parking and recreational facilities for the convenience of the Tenants. Tenants may, at Tenant's sole risk, use said facilities. Tenant assumes all risks of loss or damage to articles or things while in transit to and from said facilities, including any injuries suffered by the Tenant and Tenant's guests. Tenant shall keep or cause to be kept all doors leading from and to the community building closed at all times when not in use. Tenant will not prop open exterior doors or otherwise interfere with or disable, in any manner, any locking device on any exterior door.

All persons shall be properly attired when appearing in the common areas, patios, and any other public spaces in the community, shirts and shoes are required.

18. AUTOMOBILES. Tenants are allowed to have one (1) vehicle parked on the Premises. Tenant must register with the Owner any automobile parked on the Premises. Automobiles must have current license plates, be registered, be insured and be in proper operating condition. Any vehicle located on the property which is not in proper operating condition, will be towed away at the Owners own risk and expense and without prior notice. One (1) additional vehicle, properly registered and insured may be kept with prior permission from the Housing Authority.
19. ALTERATIONS. No holes shall be drilled into walls, woodwork, or floors and no antenna installations, direct satellite systems, additional cable outlets or stringing of wires, or alarm systems, or change of locks or additional locks shall be permitted except by Owner's prior written consent. Tenant will not place or install contact mirrors or contact paper in or on any part of the Premises. Tenant will not remove Owner's fixtures, furniture, and/or furnishings from the Premises for any purpose. Tenant shall be responsible for expenses incurred to repair or replace.
20. ASSIGNMENT OR SUBLETTING. Tenant may not assign this lease or sublet all or part of the Premises.
21. MOVE-OUT NOTICE. Tenant may cancel Tenant's obligation under this Lease by delivering to Owner in writing a notice of Tenant's intention to cancel this Lease by:
- a. Giving Owner thirty (30) days written notice; and
 - b. Payment of all monies due through the date of termination of this lease.

Tenant's move-out notice will not terminate the lease sooner than the end of the lease term or renewal period. Verbal move-out notice is not sufficient. If Tenant fails to give thirty (30) days written notice or if Tenant moves out without rent being paid in full for the entire lease term or renewal period, Tenant will be liable for all unpaid rent plus an additional cost of breaching the lease in the amount of two (2) full month's rent.

22. NON-PERFORMANCE OR DEFAULT BY TENANT. If Tenant fails to pay rent immediately as required, or if Tenant or an occupant of the Premises engages in criminal activity in or on the Premises, or otherwise or if Tenant fails to comply with any term, condition, obligation, or agreement in this Lease, or the Addendums, or if the representations contained in Tenant's Lease application are incorrect, misleading or untrue, then Owner, may either give Tenant notice to correct such breach or, in the alternative, take immediate action to terminate Tenant's lease in accordance with state law. If Owner elects to give such notice and such violation is not promptly corrected by Tenant in accordance with state law, this Lease will be terminated and Owner will effect Tenant's removal as provided by state law. In any case, Tenant will

be responsible for paying attorney's fees and court costs for the enforcement of this lease, including but not limited to collections for unpaid rent and eviction. If, after Owner notifies Tenant, Tenant fails to pay any unpaid rents or unpaid damages, Owner may report such unpaid charges to the local credit bureau for recordation in Tenant's credit record.

23. **DRUG ACTIVITY.** Tenant shall not allow or permit controlled dangerous substances (ILLEGAL DRUGS) except those obtained by legal prescriptions, to be on or in the Premises or on the common areas of the building. With respect to this paragraph, Tenant assumes full responsibility for the actions for guests and agrees that Tenant's lack of consent or lack of knowledge of drug possession or activity on behalf of guests while on the Premises shall not constitute a defense to the breach of this paragraph. Nonsmoking will include: tobacco cigarettes, smoking of marijuana, vaping, pipes, cigars, and chewing tobacco.
24. **REMEDIES.** If Tenant fails to comply with or breach this lease or relevant law, Owner will terminate the lease.
25. **FAILURE TO VACATE AFTER NOTICE.** If Tenant gives notice to vacate the Premises and fails to completely vacate prior to the expiration of the notice, Tenant shall pay for each day Tenant remains in the Premises, unless prohibited by law, a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
26. **HOLDING OVER.** If Tenant fails to deliver all keys and vacate the premises on or before the termination of this Lease, Tenant shall pay for the period of holdover a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
27. **RULES AND REGULATIONS.** Tenant and Tenant's guests shall obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises of an illegal nature, purpose or intent. Tenant further agrees that his/her guests shall never be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts and conveniences of other Tenants of the Premises or neighborhood. The Tenant Rules and Regulations Handbook, as revised, is made a part of this lease.
28. **REIMBURSEMENT BY TENANT.** Except for those conditions caused by the negligence of the Owner or an act of God, Tenant has the duty to pay for repair of the following conditions, among other conditions, that may occur during an initial lease term, renewal term or extension term: (1) damage from wastewater stoppages caused by foreign or improper objects in lines that serve Tenant's dwelling; (2) damage to doors, windows, screens; (3) damage from windows or doors left open; and (4) damage caused by smoke. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from Tenant, shall not be deemed a waiver thereof, and Owner may demand same at any time, including upon move-out.
29. **OWNERS LIABILITY.** Owner shall not be liable to Tenant, or Tenant's agents, invitees, or employees, for any damages or losses to person or property caused by other Tenants or persons on the Premises. Tenant agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Tenant's use of the Premises, or from any activity, or work done, permitted or suffered by Tenant in or about the Premises. Owner shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the negligence of Owner.
30. **RENTER'S INSURANCE.** It shall be the option of the Tenant to obtain and maintain a Renter's insurance policy, which provides public liability coverage and also provides for the protection of Tenant's personal property. The Housing Authority strongly encourages tenant to obtain renter's insurance.
31. **RIGHT OF ENTRY.** The Owner may enter the Premises (a) in the case of an emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, or for preventative maintenance, pest control, inspection or to supply necessary or agreed services; (c) to exhibit the Premises to prospective Tenants or, workmen and contractors; (d) to exhibit the premises for purposes of promoting the housing program; (e) when the Tenant has abandoned or

surrendered the Premises or to determine if Tenant has abandoned the Premises; or (f) pursuant to court order. Any such entry by Owner shall be after the Owner has given Tenant reasonable notice of intent to enter as defined by applicable local or state law, with entrance during normal operating hours except in the case of an emergency.

32. OWNER'S OBLIGATIONS. Owner agrees to maintain the Premises to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs (subject to notification by Tenant in writing of the need for such repairs and Tenant's obligation to pay for damages caused by Tenant, or Tenant's guests, invitees or employees), and to comply with all applicable state and local laws. Notwithstanding the foregoing, Owner is not responsible to Tenant for conditions created or caused by the wrongful or negligent act or omission of Tenant, Tenant's agents, invitees, employees, or any other Tenants. Unless authorized by state law, Tenant has no right to abate, withhold, or escrow rental payments.

33. GENERAL. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Tenant and the agent for the Owner. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease. Each Tenant states that he or she is of legal age to enter into a binding Lease for housing. Any member of Tenant's family, guest or a former occupant who has permanently moved out, is (at Owner's option) no longer entitled to occupancy or keys. All obligations hereunder are to be performed in the county and state where the Premises is located.

34. SEVERABILITY. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and to be legal, valid and enforceable.

35. TENANT REPRESENTATIVE. The Tenant hereby designates (Name) _____
(Address) _____ (Phone#) _____
as his/her personal representative and authorizes said designee to vacate the leased premises in the event the Tenant becomes ill, incapacitated or disabled for a period of not less than one (1) month or becomes deceased, and the Tenant agrees that all charges in connection with the storage and removal of his/her property be paid by his/her personal representative or his/her estate.

36. COUNTERPARTS. This lease is executed in multiple counterparts, with one copy to be furnished to Tenant and the other copy to be retained by Owner.

37. ADDITIONAL AGREEMENTS. By signing this Lease Tenant acknowledges receipt of the additional agreements attached as addendums listed below and that, except as modified by this lease or an addendum to this lease, Tenant agrees to abide by the policies outlined in each, which policies may be reasonably modified and/or changed at the option of the Owner, and shall be in writing and distributed to all Tenants and will become part of this lease.

- ☐ Addendum A – Mold/Mildew Agreement
- ☐ Addendum B – Smoke-Free Housing Agreement
- ☐ Addendum C – Smoke Detector, Carbon Monoxide, Fire Sprinkler
- ☐ Addendum D – Pet Agreement

Apartment Key	_____	_____	If key is not returned \$100 fee
Community Room Key	_____	_____	If key not returned \$5 fee
Mailbox Key	_____	_____	If key is not returned \$25 fee

Addendum A – Mold/Mildew Agreement

THIS ADDENDUM IS HEREBY ATTACHED TO AND PART OF THE RESIDENTIAL LEASE DATED AND SIGNED BY THE UNDERSIGNED PARTIES.

Mold. Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

Climate Control. Tenant(s) agree to use all air-conditioning and heating systems in a reasonable manner. OWNER RECOMMENDS THAT AIR CONDITIONING BE SET AT OR BELOW 74 DEGREES.

Tenant(s) agree to:

1. Take measures to reduce moisture in the premises. The following is a list of ways to help reduce moisture in a home:
 - a. Use exhaust fans while bathing/showering and leave on for 20 minutes after the bath/shower is complete to remove moisture from the air.
 - b. Wipe down bathroom after bathing/showering to reduce standing water.
 - c. Leave bathroom door and shower curtain open after use to allow the air to flow. Use ceiling fans, if present, to promote air flow.
 - d. Keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.
 - e. Do not “hang-dry” clothes indoors, as this will increase moisture in the home.
 - f. Regularly empty dehumidifier (if used).

Tenant(s) will report in writing:

1. Visible or suspected mold or mildew, including discoloration of walls, baseboards, doors, window frames, ceilings.
2. Leaky faucets, tubs, and toilets; and loose, missing or failing grout or caulk around tubs, toilets, showers or sinks.
3. Moisture dripping from A/C units.
4. All A/C or heating problems.

Violation of this Addendum. If Tenant(s) fail to comply with this Addendum, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner of any mold, mildew or moisture problems immediately in writing. Violation shall be deemed a material violation under the terms of the lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and Tenant(s) shall be liable to Owner for damages sustained to the leased Premises. Tenant(s) shall hold Owner harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this addendum.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum B – 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 and grounds will be smoke free effective August 1, 2023. 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 effective August 1, 2023.

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. Action will be taken for non-compliance.

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.

There will be no waivers.

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.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum C – Smoke Detector, Carbon Monoxide & Fire Sprinkler

In accordance with Connecticut General Statute's 47a-3f:

This letter is to inform you that your apartment is **NOT** equipped with an automatic fire suppression system.

The Smoke Detector, Carbon Monoxide, Fire Sprinkler Lease Addendum is attached and made part of the Lease Agreement by and between Ledyard Housing Authority and **TENANT NAME** at the premises 60 Kings Hwy Apt **XX**, Gales Ferry, CT 06335 in the Kings Corner Manor apartments.

The tenant understands that the owner's property insurance does not include or extend to the tenant, tenant's personal property, or tenant's guests. Therefore, the owner recommends that the tenant obtain his/her own renter's insurance coverage against all risk to personal harm and property damage.

1. Acknowledgement of installation of operating Smoke Detector
 - a. Tenants and Occupants acknowledge that Housing Authority has equipped the premises with a smoke detector hard wired to emergency 911. In case of electric outages, the detector has a battery backup. The tenant does not touch detector, if it beeps for low battery, call for maintenance. If you are a smoker and detector is malfunctioning due to smoking inside the apartment you will be billed for a new detector. The cost of the detector is about \$75
2. Acknowledgement of operating Carbon Monoxide Detector
 - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Carbon Monoxide Detector.
3. Acknowledgement of operating Fire Sprinkler System
 - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Fire Sprinkler System.
4. Acknowledgement of Maintenance Responsibilities
 - a. Tenants and Occupants acknowledge that they are barred from disabling the smoke detector at any time and must promptly report any malfunctions of detector to management.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date

Addendum D – Pet Agreement

Pets of any type are not allowed on the Premises at Ledyard Housing Authority (LHA) without the approval of the Owner, a pet vaccination or health certificate (whichever applies), a paid \$100.00 Pet Deposit, and an executed Pet Agreement.

By signing this agreement, the Tenant acknowledges the following:

1. Tenant understands that a pet is a major responsibility. Taking care of the pet in a manner that is consistent with Federal and State laws regarding the humane treatment of animals is mandatory. Owner will contact the appropriate authorities if they become aware of any mistreatment of pets.
2. Tenant agrees to provide proof of vaccination every year at lease signing. Failure to vaccinate pet(s) is a violation of this agreement.
3. The limitations on pets are as follows:
 - a. Cats – one indoor per household and cannot exceed 20 pounds
 - b. Birds – two per household
 - c. Fish – tank limited to a 10-gallon capacity
 - d. Dogs – NO DOGS ALLOWED
4. Tenant will keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
5. Should the Tenant fail to comply with any part of this pet agreement, the Owner reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the property within 72 hours of receiving written notice from the Owner.
6. Tenant agrees to accept financial responsibility for the entire amount of any damages or injury to persons or property that may occur because of a pet.
7. Tenant understands that violation of these rules may be grounds for removal of the pet and/or termination of the lease agreement.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

Owner Representative, Ledyard Housing Authority

Date

Tenant

Date



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1945

Agenda Date: 10/2/2023

Agenda #: 4.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Any Old Business to come before the Housing Authority

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-2126

Agenda Date: 10/2/2023

Agenda #: 1.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Discussion and possible action on the Housing Authority monthly meeting location

Background:

Department Comment/Recommendation:

(type text here)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1946

Agenda Date: 10/2/2023

Agenda #: 2.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Any New Business to come before the Housing Authority

Background:

(type text here)

Department Comment/Recommendation:

(type text here)