

Charles Duzy

TOWN OF LEDYARD CONNECTICUT

60 Kings Highway Kings Corner Manor Gales Ferry, Connecticut 06335

Housing Authority ~ AGENDA ~

Monday, May 6, 2024

7:00 PM

Kings Corner Manor

- I. CALL TO ORDER
- II. ROLL CALL
- III. OPENING AND CLOSING OF FLOOR TO TENANTS, RESIDENTS & PROPERTY OWNERS COMMENTS

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

IV. COMMISSION MEMBER COMMENTS

V. REPORTS

- 1. MOTION to accept the Payments of Bills and Financial Report of March 2024 and April 2024.
- 2. Reports of the Executive Director
- **3.** Reports of the Chairman
- 4. Tenant Representative Comments

VI. APPROVAL OF MINUTES

1. MOTION to approve the Ledyard Housing Authority Regular Meeting Minutes of March 4, 2024.

Attachments: Housing Authority Draft Minutes 3.4.2024

VII. OLD BUSINESS

- 1. Renovation Updates
- 2. 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

3. Suggestion Box

4. Any Old Business Proper to come before the Board

VIII. NEW BUSINESS

- 1. Nomination and Election of Ledyard Housing Authority Commission Members
- 2. MOTION to adopt Bylaws of the Ledyard Housing Authority dated May 6, 2024

Attachments: Draft BY-LAWS HOUSING April 2024

- **3.** MOTION to adopt HUD (Housing and Urban Development) Fiscal Year 2024 Income Limits for Occupancy: single person \$63,950, for a couple \$73,100.
- **4.** Discussion and Possible Action to adjust the maximum monthly rent charged at King's Corner Manor to be based on 2022 HUD's (Housing and Urban Development) Office of Policy Development and Research, current Fair Market Rent for a one bedroom, \$1263 in Ledyard/Gales Ferry.
- 5. Small work groups to review and update Housing Authority Lease, Rules, Regulations and Policies.

Attachments: #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

6. Any New Business Proper to come before the Commission

IX. ADJOURNMENT

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



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0220 Agenda Date: 5/6/2024 Agenda #: 1.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

MOTION to accept the Payments of Bills and Financial Report of March 2024 and April 2024.

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0112 **Agenda Date:** 5/6/2024 **Agenda #:** 2.

REPORT

Staff/Committee Report:

Reports of the Executive Director



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0113 **Agenda Date:** 5/6/2024 **Agenda #:** 3.

REPORT

Staff/Committee Report:

Reports of the Chairman



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0114 **Agenda Date:** 5/6/2024 **Agenda #:** 4.

REPORT

Staff/Committee Report:

Tenant Representative Comments



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0378 Agenda Date: 5/6/2024 Agenda #: 1.

MINUTES

Minutes:

MOTION to approve the Ledyard Housing Authority Regular Meeting Minutes of March 4, 2024.



60 Kings Highway Kings Corner Manor Gales Ferry, Connecticut 06335

Housing Authority **Meeting Minutes - Draft Minutes**

Chairman Charles Duzy

Monday, March 4, 2024

7:00 PM

Kings Corner Manor

I. CALL TO ORDER

The Meeting was called to order at 7:00 p.m. by Chairman Duzy.

II. ROLL CALL

Present Board Member Thomas Cassabria

Board Member Dayna Waterhouse

Chairman Charles Duzy

Board Member Paula Crocker Board Member Margaret Boyd

In addition, the following were present:

Colleen Lauer - Housing Director

Tenants Present: #7, #12, #13, #15, #19, #27

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

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

Ms. Jean Martin #15 stated that she is new here and is delighted to be here. She finds it nice and awesome and everyone has been so nice. She has nothing but good things to say.

Ms. Gay Sonn welcomed and thanked Jean for assisting her with a fall in the parking lot. Ms. Sonn shared that she had a fall that she believes the board may have heard about. Ms. Sonn stated she will be undergoing (6) six weeks of physical therapy and has received cortisone injections. Ms. Sonn shared her concerns about the parking space, specifically the space between the passenger side and the sidewalk to step and turn. Ms. Sonn stated that it took four people from rescue to clear the ice get her out and they shared concerns about the size of the space. Ms. Sonn added that she has the names of the rescue responders.

IV. BOARD MEMBER COMMENTS

Ms. Crocker stated that she would like to thank the Ledyard Beautification Committee for the valentine surprises that were delivered to all tenants for Valentine's Day.

V. REPORTS

1. MOTION to accept the Payments of Bills and Financial Report of February 2024.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy SECONDER: Thomas Cassabria

AYE 4 Cassabria Duzy Crocker Boyd

ABSTAIN 1 Waterhouse

- **2.** Reports of the Executive Director
 - o The last two units have been rented and we are now at full capacity
 - o The newsletter was walked around last week.
 - o Recertification packets were due by March 1.
 - o Renters rebate is coming up in April.
 - o They will be doing touch up painting, notices will do out with dates/times.
 - o They will be inspecting the mini splits and ensuring they are being properly used.
- **3.** Reports of the Chairman

None

4. Tenant Representative Comments

None

VI. APPROVAL OF MINUTES

1. MOTION to approve the Ledyard Housing Authority regular meeting minutes of February 5, 2024.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy SECONDER: Dayna Waterhouse

VII. OLD BUSINESS

1. Suggestion Box

None

RESULT: CONTINUE

- **2.** Renovation Updates
 - o The final walk through was done today.
 - o Arrangements will be made to finish up.
 - Eversource will be here March 12 to inspect the mini splits and ensure they are being used properly so that LHA will receive the incentives.
 - o If there are any damages please submit a list.
 - We are finally on the down side.

RESULT: CONTINUE

3. Discussion and possible action regarding the Smoking Policy

There will be no discussion until the Town has finished the sidewalk and that should take place this month.

RESULT: CONTINUE

4. Discussion and possible action on the Housing Authority monthly meeting location. Vote for the monthly meeting location - ballots are available in the office, 1 per tenant. Voting closes on 2/20/2024 and votes will be opened/counted at the 3/4/2024 meeting.

Monthly Meeting Survey - Please choose 1
_____ VOICE record the meetings at Kings Corner Manor with loaned equipment from the Town when available (No cost)
____ Zoom Link (voice record/video) can join from computer/phone at home (Owl equipment \$1899.05+ and Laptop \$300+ required equipment)

Move the meetings to the Town Hall Annex

A vote was taken by the tenants as to what they requested for meeting location and recording. All but 3 tenants voted to keep the meeting at Kings Corner Manor and to audio record it with the Town's equipment when available. Meetings will be held at Kings Corner Manor and recorded with Town equipment on loan when available.

RESULT: DISCUSSED

VIII. NEW BUSINESS

1. Discussion and possible action to raise grandfathered rents \$25 per month beginning August 1, 2024 through July 31, 2025. Grandfathered rents would increase from \$212/\$222 to \$237/\$247.

Mr. Duzy stated that our rents are below CHFA guidelines which was \$400.00 per month in 2019 and the \$25.00 per year increase gets us closer to those guidelines for grandfathered tenants.

Ms. Crocker asked how many units this involves. Ms. Lauer responded with 19 units.

MOTION to raise grandfathered rents \$25 per month beginning in August 1st, 2024 through July 31, 2025.

RESULT: APPROVED AND SO DECLARED

MOVER: Thomas Cassabria SECONDER: Charles Duzy

AYE 4 Cassabria Duzy Crocker Boyd

ABSTAIN 1 Waterhouse

2. Discussion and possible action on Ledyard Housing Authority Rules of Procedure.

Mr. Duzy stated he liked the one from the Town but would like to insert an additional paragraph addressing meetings get out of hand.

Motion to Approve the Ledyard Housing Authority Rules of Procedure as amended.

RESULT: APPROVED AND SO DECLARED

MOVER: Charles Duzy SECONDER: Paula Crocker

AYE 5 Cassabria Waterhouse Duzy Crocker Boyd

3. Any New Business Proper to come before the Commission

None

IX. ADJOURNMENT

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

The meeting adjourned at 7:25 p.m. VOTE: 5-0 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.



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 22-844 Agenda Date: 5/6/2024 Agenda #: 1.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Renovation Updates

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1947 Agenda Date: 5/6/2024 Agenda #: 2.

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.

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.

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 temporally 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 accessed 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 thi	s representative to vacate the apartment and
remove the property of the tenant from said apartm	ent if the tenant becomes ill, incapacitated or
disabled for a period of not less than one month or b	ecomes deceased. The tenant agrees that all charges
in connection with the storage and removal of his/he	er 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 \$175 **Court Entry**

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



- 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 have received a copy of the Rules &	about the Rules & Regulations for tenants Regulations.	s at Ledyard Housing Authority and I
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, antifreeze, 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



- 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 <u>XX</u> day of <u>MONTH, YEAR</u>, by and between THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, (hereinafter referred to as "Owner"), and <u>TENANT NAME</u>, (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/YYY and shall expire on MM/DD/YYY. 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.

	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.



- 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/YYY**. 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 <u>Ledyard Housing Authority</u>. 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 becomes ill, incapacitated or disabled for a period of not less than one (1)	•
	agrees that all charges in connection with the storage and removal of herepresentative or his/her estate.	nis/her property be paid by his/her personal

- 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.

ш	Addendam A - Mold	/ Williaew Agree	illelit	
	Addendum B – Smok	e-Free Housing	g Agreement	
	Addendum C – Smok	e Detector, Ca	rbon Monoxide, I	Fire Sprinkler
	Addendum D – Pet A	greement		
Apa	artment Key			If key is not returned \$100 fee
Cor	mmunity Room Key			If key not returned \$5 fee
Ma	ilbox Key			If key is not returned \$25 fee

Addandum A - Mald/Mildow Agraamant

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 TOV	VN 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.

Owner Representative, Ledyard Housing Authority	Date
Tenant	

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 <u>TENANT NAME</u> at the premises 60 Kings Hwy Apt <u>XX</u>, 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	



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0117 **Agenda Date:** 5/6/2024 **Agenda #:** 3.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Suggestion Box

Background:

(type text here)

Department Comment/Recommendation:



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0115 **Agenda Date:** 5/6/2024 **Agenda #:** 4.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Any Old Business Proper to come before the Commission

Background:

(type text here)

Department Comment/Recommendation:



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0380 Agenda Date: 5/6/2024 Agenda #: 1.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Nomination and Election of Ledyard Housing Authority Commission Members

Background:

(type text here)

Department Comment/Recommendation:



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0374 Agenda Date: 5/6/2024 Agenda #: 2.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

MOTION to adopt Bylaws of the Ledyard Housing Authority dated May 6, 2024

Background:

(type text here)

Department Comment/Recommendation:

BY-LAWS THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CONNECTICUT

ARTICLE I - The Authority

NAME

The name of the Authority shall be the "Housing Authority of the Town of Ledyard, Connecticut."

SEAL OF AUTHORITY

The seal of authority shall be in the form of a circle and shall bear the name of the Authority and the year of its activation, and the word "Connecticut" and shall be in the custody of the Executive Director.

OFFICE OF AUTHORITY

The office of the authority shall be located within the Town of Ledyard at 60 Kings Highway, Gales Ferry, Connecticut and shall be designated by, and may from time to time be changed by resolution adopted at any regular or special meeting of the Authority.

COMPOSITION

The Authority shall consist of five commissioners and an Executive Director. The powers of the authority shall be vested in the commissioners in office.

ARTICLE II - COMMISSIONERS

APPOINTMENT

The Commissioners shall be appointed by the Council of the Town of Ledyard and in accordance with the provisions of Section 8-41, Connecticut General Statutes.

TERM

The term of each commissioner shall be five years.

DUTIES

The commissioners shall perform such duties as are incumbent upon them by reason of appointment under the Connecticut General Statutes and shall perform such other duties and functions as may from time to time be required by the Authority or by the By-Laws, or which may arise by reason of their appointment to serve on committees

functioning within the Authority or in cooperation with persons or groups outside the Authority.

COMPENSATION

The commissioners shall serve without compensation. From time to time the commissioners may incur expenses incidental to their duties, which may be reimbursed by the Authority.

ARTICLE III - OFFICERS AND EMPLOYEES

OFFICERS

The officers of the Authority shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, all of whom shall be commissioners.

SELECTION OF OFFICERS

The Chairman, Vice Chairman, Secretary and Treasurer shall be elected at the annual meeting of the Authority and shall hold office for one year, or until his/her successor is elected and qualified.

The commissioners may appoint one person to fill the office of Executive Director for such term and for such compensation as they determine.

VACANCIES

In the event of a vacancy occurring in the Authority prior to the normal expiration date of a term, the appointing authority of the municipality shall appoint a replacement who shall serve for the remaining portion of the vacated term.

In the event of a vacancy occurring in the office of Executive Director, the commission may designate one of its members to serve in such capacity on a pro tempore basis without compensation until such time as a replacement is appointed.

DUTIES OF OFFICERS

Chairman

The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business affairs and policies of the Authority.

Vice- Chairman

The Vice- Chairman shall perform the duties of the Chairman in the absence or incapacity of the chairman, and in the case of a vacancy in the office of the Chairman.

Secretary

The Secretary shall record the minutes of all meetings of the Authority and shall perform all other duties normally incident to the office of secretary. At any regular or special meeting, in the absence of the Secretary, a Secretary pro tempore shall be appointed by the Chairman from among the other Commissioners present.

Treasurer

The Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such money under the direction of the Authority, except as otherwise authorized by resolution of the authority. The Authority may, by resolution, designate one or more Commissioners to countersign such orders and checks, and from time to time qualify, change or cancel any such designation, The Treasurer shall give bond for the faithful performance of his/her duties.

Tenant Commissioner

A Tenant Commissioner, an individual selected in accordance with the General Statutes 8-41 who will be appointed by the Town Council of Ledyard, after the appointee selection process is completed by the Authority and the Board of Commissioner's approval. A Tenant by definition is entitled under a rental agreement to occupy dwelling unit or premises to the exclusion of others or as is otherwise defined by law. Their primary role is to provide the tenants perspective to the Board of Commissioners and Executive Director. He/she shall not act as a representative on behalf of another tenant or vote on any tenant related issues.

Executive Director

The Executive Director shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He/she shall be charged with the management of the housing projects of the Authority. He/she shall have care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. He/she shall keep regular books of accounts, showing receipts and expenditures, and shall render to the Authority, at regular meeting, or as requested, an account of his/her transactions and also the financial condition of the Authority. He/she shall submit a full report on all such matters at the annual meeting of the Authority. He/she shall serve as

custodian of the Seal of the Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Authority. The Executive Director shall furnish an adequate bond for the faithful performance of his duties, the cost of said bond to be paid for by the Authority.

Employment of Additional Personnel

The Authority may from time to time employ such additional personnel as it deems necessary for the proper exercise of its powers, duties, and functions, as prescribed by the applicable Statutes of the State of Connecticut. The selection and compensation of such additional personnel shall be determined by the Authority.

ARTICLE IV - MEETINGS

Regular Meetings

Regular meetings shall be held on the 1st Monday of each month in the calendar year, at the community room, Kings Corner Manor, 60 Kings Highway, Gales Ferry, CT. at 7:00 PM. Meetings shall be conducted in accordance with the provisions of Chapter 3, Connecticut General Statutes.

Special Meetings

The Chairman and two consenting commissioners may call a special meeting for the purpose of transacting any business designated in the call. Notice of a special meeting shall be given not less than 24 hours prior to the time of such meeting by posting a notice of the time and place thereof in the office of The Housing Authority of the Town of Ledyard. No other business may be transacted at such special meeting.

Emergency Special Meetings

Special meetings may be called in emergencies as above but without 24 hours notice. The minutes of emergency special meetings must be filed and must describe the nature of the emergency which precluded 24 hours notice, and the proceedings of the meeting.

<u>Annual Meetings</u>

Annual meetings shall be held on the 1st Monday of May for the purpose of electing officers, receiving the annual report and for the conduct of such other business as may come before the meeting.

Quorum

Three commissioners shall constitute a quorum for the purpose of conducting the business of the Authority and exercising its powers, and for all other purposes, but a smaller number may meet and adjourn from time to time until a quorum is obtained.

Order of Business

The order of business at regular meetings shall be as follows:

- 1. Call to order
- 2. Roll call
- 3. Opening and closing the floor to tenants
- 4. Opening and closing the floor to residents & property owners
- 5. Board member comments
- 6. Reports of Committees
- 7. Reports of the Chairman
- 8. Reports of the Director
- 9. Tenant Representative comments
- 10. Approval of Minutes
- 11. Old business
- 12. New business
- 13. Adjournment

Special and Emergency Special Meetings

The order of business at special meetings and emergency special meetings may follow that set forth above or may be restricted to action upon the business for which the special meeting is called, as the commissioners shall determine by vote.

Manner of Voting

All questions coming before any meeting of the commissioners shall be presented in the form of motions or resolutions. Questions of substance shall be determined by resolutions, the vote on such resolutions to be by roll call. All resolutions shall be submitted in written form and shall be entered in full in the minutes, with the vote of each commissioner indicated therein. All resolutions shall be chronologically numbered on entry. Votes by proxy are prohibited.

ARTICLE V - AMENDMENTS

The by-laws of The Housing Authority of the Town of Ledyard shall be amended only by resolution adopted by the affirmative vote of at least three commissioners of the Authority at a regular or special meeting, held after seven days' notice in writing of the

substance of the proposed amendment. Written notice shall be sent to each commissioner.



BOARD OF COMMISSIONERS

The Commissioners shall be appointed by the Town Council of Ledyard, CT. Such a body shall appoint five persons who are residents of the municipality as Commissioners of the Authority.

The term of each Commissioner shall be (5) five years. One Commissioner shall be a resident/tenant of the Authority.

The Commissioners shall perform such duties as are incumbent upon them by reason of appointment under the Connecticut General Statutes and shall perform such other duties and functions as may from time to time be required by the Authority or by the Bylaws, or which may arise by reason of their appointment to serve on the committees functioning within the Authority or in cooperation with persons or groups outside the Authority.

The Commissioners shall serve without compensation, From time to time the commissioners may incur expenses incidental to their duties, which may be reimbursed by the Authority.

What a commissioner should know: Federal and state laws regarding public housing authorities, the policies and procedures, mission and history of the Ledyard Housing Authority. The composition of board and meeting process.

What is the role of a commissioner: to manage, execute and govern by establishing policies and ensuring oversight.

The Board of Commissioners monitor the housing authority's ability to meet statutory and contractual obligations.

The Board of Commissioners make decisions to ensure financial stability of the housing authority while preventing fraud, waste and mismanagement.

The Board of Commissioners approve internal controls to ensure safety of the housing authority's assets.

The Board of Commissioners approve, review and monitor budgets, contracts and any other financial documents.

The Board of Commissioners ensure that legal and ethical guidelines be adhered to.

In order to have a well-run agency, it is important to have a good working relationship between the Board and the Executive Director. To this end a commissioner should:

Allow the Executive Director to his/her job without interference. Support the Executive Director in his/her relationships with outside groups or individuals.



TENANT COMMISSIONER

A tenant Commissioner appointee is an individual selected in accordance with the General Statutes 8-41 who will be appointed by the Town Council to Ledyard Housing Authority Board of Commissioners after appointee selection process is completed by the Authority and the Board of Commissioners approval. A tenant by definition is entitled under a rental agreement to occupy a dwelling unit or premises to the exclusion of others or as is otherwise defined by law.

A Tenant Commissioner is at least 18 years old, and resides in Ledyard Housing Authority jurisdiction for at least one year.

The Tenant Commissioner may not hold public office in the Town of Ledyard and must take an oath that he/she will faithfully discharge his/her duties according to the law to the best of his/her abilities.

The Tenant Commissioner shall serve without compensation but is entitled to reimbursement for his/her actual and necessary expenses incurred in the performance of his/her duties.

A Tenant Commissioner holds office until his/her successor is appointed and has been qualified or removed from office.

A Tenant Commissioners primary role is to provide the tenants perspective to The Board of Commissioners and Executive Director. He/she shall not act as a representative on behalf of another tenant.

In order to have a well-run agency, it is important to have a good working relationship between the Board and the Executive Director. To this end, a Commissioner should:

Allow the Executive Director to his/her job without interference.

Always be open and honest about any problems or concerns that arise in the community with the Executive Director.

Never ask for special favors of the staff, including requests for information, unless you have consulted with the Executive Director.

Refrain from taking it upon yourself to meet with staff, discuss Housing Authority business with constituents or seek any public forum on an individual basis. Always ask for information from, and through, the Executive Director, preferably not at a Board Meeting.

Support the Executive Director in his/her relationships with outside groups or individuals.







741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0375 **Agenda Date:** 5/6/2024 **Agenda #:** 3.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

MOTION to adopt HUD (Housing and Urban Development) Fiscal Year 2024 Income Limits for Occupancy: single person \$63,950, for a couple \$73,100.

Background:

(type text here)

Department Comment/Recommendation:



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0376 Agenda Date: 5/6/2024 Agenda #: 4.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Discussion and Possible Action to adjust the maximum monthly rent charged at King's Corner Manor to be based on 2022 HUD's (Housing and Urban Development) Office of Policy Development and Research, current Fair Market Rent for a one bedroom, \$1263 in Ledyard/Gales Ferry.

Background:

Income limits for a single person \$63,950 (30% of income would be \$1534 after the \$65 utility allowance), for a couple \$73,100 (30% of income would be \$1763 after \$65 utility allowance). The recommendation is to keep the maximum monthly rent at the 2022 approved rate of \$1006 a month and adjust yearly.

Department Comment/Recommendation:



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0377 **Agenda Date:** 5/6/2024 **Agenda #:** 5.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Small work groups to review and update Housing Authority Lease, Rules, Regulations and Policies.

Background:

(type text here)

Department Comment/Recommendation:



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 temporally 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 accessed 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 apartmer	nt if the tenant becomes ill, incapacitated or
disabled for a period of not less than one month or bed	comes 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



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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.



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- 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



- 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



dboard 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, antifreeze, 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



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- 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 <u>XX</u> day of <u>MONTH, YEAR</u>, by and between THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, (hereinafter referred to as "Owner"), and <u>TENANT NAME</u>, (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/YYY and shall expire on MM/DD/YYY. 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.

Owner Representative, Ledyard Housing Authority	Date
Tenant	Date
Tenant	

- 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.



- 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.
- 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/YYY**. 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 <u>Ledyard Housing Authority</u>. 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 designate	s (Name)	
	(Address)		(Phone#)
	as his/her personal representative and authorizes said design	ee to vacate	e the leased premises in the event the Tenant
	becomes ill, incapacitated or disabled for a period of not less t	han one (1)	month or becomes deceased, and the Tenant
	agrees that all charges in connection with the storage and r	emoval 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 – Smok	e-Free Housing Agreement	
	Addendum C – Smok	e Detector, Carbon Monoxide,	Fire Sprinkler
	Addendum D – Pet A	greement	
Apa	artment Key		If key is not returned \$100 fee
Cor	mmunity Room Key		If key not returned \$5 fee
Ma	ilbox 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 TOV	VN OF LEDYARD, CT.	
Owner Representative, Ledyard Housing Authority	Date	
Tenant		

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.

ve read and been informed about the content of the Smoke- ard Housing Authority and I have received a copy of the polic rding the Smoke-Free Housing Policy Lease Addendum, I can con	y. I understand that if I have questions, at any ti
Owner Representative, Ledyard Housing Authority	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 <u>TENANT NAME</u> at the premises 60 Kings Hwy Apt <u>XX</u>, 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	



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 24-0116 **Agenda Date:** 5/6/2024 **Agenda #:** 6.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Any New Business Proper to come before the Commission

Background:

(type text here)

Department Comment/Recommendation: