



P. Holden Croslan
Executive Director

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**Peekskill Housing Authority
Board of Commissioners
Monthly Meeting**

Date: April 15, 2021

Time: 7:00 PM

**This month's Board Meeting will be conducted
via Zoom conference call.**

PEEKSKILL HOUSING AUTHORITY



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PEEKSKILL HOUSING AUTHORITY
BOARD OF COMMISSIONERS
MONTHLY MEETING – APRIL 15, 2021
ZOOM MEETING
AGENDA

I. ROLL CALL

II. TENANTS' COMMENTS AND CONCERNS

III. APPROVAL OF MINUTES:

- a) Resolution – 04/01/2021 – March 18, 2021 - Regular Meeting Minutes

VI. CORRESPONDENCE: None

V. EXECUTIVE DIRECTOR'S REPORT:

- a) Monthly Report – April 2021
- b) Financial Report – March 2021

VI. COUNCIL'S REPORT

VII. UNFINISHED BUSINESS

- a) Repositioning Consultant Update

VIII. NEW BUSINESS

- a) Resolution – 04/02/2021 – March Monthly Bills
- b) Resolution – 04/03/2021 – Public Health Emergency Operation Plan
- c) CDBG Bathroom Replacement for Dunbar Heights

XI. TENANTS' COMMENTS AND CONCERNS

X. ADJOURNMENT

**PEEKSKILL HOUSING AUTHORITY
RESOLUTION APPROVING
March 18, 2021 BOARD MEETING MINUTES
REGULAR SESSION**

WHEREAS, The Board of Commissioners have reviewed the minutes of March 18, 2021 public meeting; and

WHEREAS, The Board of Commissioners find the minutes to accurately reflect the comments and statements made by the public and the Commissioners.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Peekskill Housing Authority approve the minutes of March 18, 2021 public meeting.

Commissioner _____ motioned to vote and Commissioner _____ seconded.

The vote is as follows:

| VOTE | YES | NO | ABSENT | ABSTAIN |
|----------------------------------|------------|-----------|---------------|----------------|
| Chairman Luis A. Segarra | | | | |
| Vice Chairman Alexandra Hanson | | | | |
| Commissioner Dwight H. Douglas | | | | |
| Commissioner Kimm McNeil | | | | |
| Commissioner Jacqueline Simpkins | | | | |
| Commissioner Duane Timms | | | | |

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill adopted.

Effective: April 15, 2021

P. Holden Croslan, Executive Director

Date:



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**PEEKSKILL HOUSING AUTHORITY
BOARD OF COMMISSIONERS
MONTHLY MEETING MINUTES
MARCH 18, 2021 – ZOOM MEETING**

ROLL CALL:

Commissioner Segarra, Chairman
Commissioner Hanson, Vice Chairman
Commissioner Douglas
Commissioner McNeil – Arrived 7:07 PM
Commissioner Simpkins

P Holden Croslan, Executive Director
John W. Furst, Esq., Council

Resolution 03/01/2021 – February 18, 2021 – Regular Meeting Minutes

Chairman Segarra asked if there were any comments, concerns or discussions on the minutes. Commissioner Douglas stated that he said trash was picked up at other apartment complexes not housing authorities and would like that corrected. Chairman Segarra asked for a motion to approve Resolution 03/01/2021 – February 18, 2021 – Regular Meeting Minutes. Commissioner Douglas made a motion and Vice Chairman Hanson seconded the motion. The vote was as follows: Chairman Segarra – Aye; Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye.

Resolution 3/02/2021 – March 3, 2021 – Special Meeting Minutes RE: Boys & Girls Club

Chairman Segarra asked if there were any comments, concerns or discussions needed on the minutes, the response was no. Chairman Segarra asked for a motion to approve Resolution 03/02/2021 – March 3, 2021 – Special Meeting Minutes. Commissioner Douglas made a motion and Commissioner Simpkins seconded the motion. The vote was as follows: Chairman Segarra – Aye; Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye.

EXECUTIVE DIRECTOR’S REPORT

Revenue – HUD subsidy for January \$111,626; February \$373,291

Proceeds from Capital Funds in the amount of \$154,00 are included in February revenue as well as additional funds from Covid Funding in the amount of \$107,666.

Other Revenue – January \$5,474; February \$4,573.

Tenant Charges

Rent Charges for January \$141,818; February \$132,048.

Total tenant charges for January \$144,016; February \$134,063.

Charges collected through January 5th, \$37,711; February 5th \$36,744.

Total Collected for January \$112,568; February \$98,882.

Unpaid Tenant Balance for January \$31,448; February \$35,181.

All Outstanding Tenant Charges, January \$363,004; February \$398,185.

Bills Paid –The Executive Director reviewed the January and February bills.

Total expenses for January \$302,763; February \$246,672.

The significant difference between January and February bills reflects PILOT and Insurance payments made in January.

Court Proceedings – There were no court proceeding for February due to the moratorium. Since January 2018, 311 residents were in court, \$492,263 owed; 288 paid \$458,265; outstanding balance \$33,998; skipped/evicted balance \$103,846.

Repayment Agreements – February 2021, 1 repayment agreement; January 0. Tenants are encouraged to enter into repayment agreements for outstanding balances. A few to come in March.

Work Orders – January 110; February 86, outstanding 5; of the 5 remaining, 2 were closed out earlier in the month. Holdover work orders are usually larger projects such as tub and countertop replacements.

Unit Turnovers – There were 17 vacancies at the end of February. After the end of the month 7 units were completed which included 1 transfer, 2 leased in March; 2 to be leased in April; 2 will be shown tomorrow with the hopes of being leased before the end of the month.

Exterminations – No bed bug exterminations in February.

Tenants Account Receivable (TAR) – At the end of January 76 Bohlmann Towers residents owed \$192,345; 47 Dunbar Heights residents owed \$127,853; 17 Turnkey residents owed \$42,806.

Total past due for January, 140 residents (52%) owed \$363,004.

At the end of February, 80 Bohlmann Towers residents owed \$215,012; 56 Dunbar Heights residents owed \$139,728; 19 Turnkey residents owed \$43,444.

Total past due for February, 155 residents (57%) owed \$398,185.

Police Report

Police Activity PHA 02/06 – 02/12 - 33 visits to Bohlmann Towers, 23 routine, 10 others (domestic, 3 disorderly groups, dispute, traffic, parking, noise, welfare check, disorderly person); 35 visits to Dunbar Heights, 32 routine, 3 others (agency assist, identity theft, parking complaint).

Police Activity PHA 02/13 – 02/19 – 32 visits to Bohlmann Towers, 23 routine, 9 others (medical aid, 2 parking complaints, disorderly group, EDP, 2 disorderly persons, suspicious activity, dispute); 28 visits to Dunbar Heights, 27 routine, 1 other (suspicious activity).

RODENT ACTION PLAN

The Executive Director discussed the plan of action for rodent infestation.

PHA identified nine (9) units to begin an aggressive program to eradicate or greatly reduce the rodent infestation at Dunbar Heights. Of the nine, two groups of three units are located in close proximity to each other in two separate areas. These will be addressed first, along with one unit that is an extreme condition.

Staff will contact tenants and conduct an initial home visit to discuss any housekeeping issues that could improve the effectiveness of the action plan. Follow ups will be conducted on an as needed basis.

Discussions will include keeping front and rear doors closed, pet food on the floor, food left outside to feed stray cats and birds, uncontained garbage in units, grease, outside clutter and trash and general housekeeping as needed.

Maintenance will begin exterior work, below the building and unit strategies specified in the recent exclusion proposal conducted and presented by the exterminator.

Initial tenant contact will be made next week and required supplies are ordered.

FINANCIAL REPORT

The Executive Director reviewed the February Financial Report.

Dwelling Rents – Under budget for month and year-to-date.

Operating Funds – Under budget even with the additional COVID funding in the amount of \$81,185. However, there is an increase for February due to an additional \$107,666 in COVID funds that were received from HUD and added to the operating budget; PHA obligated 2019 Capital Fund Program (CFP) funds and added \$154,000 to the operating account. Since that transaction, PHA obligated 2020 CFP funds and added \$184,000 to the operating budget on March 1st. This should bolster PHA's financial position significantly for end of the fiscal year; March 31, 2021.

Administrative Salaries – Over budget due to overtime costs associated with the review and update of all tenant files for compliance. This is an attempt to eliminate the annual independent audit findings related to this category.

Legal Expenses - Over budget due to lawsuit deductibles and labor law issues.

Tenant Services - Under budget. This line item is basically for financial support to tenants who must be out of their units for various reasons.

Utilities - Water and sewer are over budget due to higher than expected quarterly bills. Electricity is under budget and will probably hold through next month. Gas and oil are under budget and with one month left in the fiscal year, it will remain so.

Labor and Contracts - Under budget; PHA has not used contractors for vacant units until recently, which kept cost at a minimum.

Maintenance Materials - Slightly over budget.

Protective Services – PHA had budget deficits for the past two years due to security costs. No longer having to pay the contract cost has been financially beneficial to the agency.

Insurance - Over budget due to increased premiums.

Payment in Lieu of Taxes (PILOT) - Slightly over budget; calculated by formular.

Collection Losses - Under budget until they are written off after end of fiscal year; current vacated tenant receivables are \$54,919.

Consequently, even with bad debts factored in, PHA will end the fiscal year with a significant surplus.

REQUESTED CHANGES

Correction on Operating Statement – Budget to Actual, 10 Months Ended January 31, 2021
Total Operating Expenses was changed from \$228,805 to \$381,268.

Change reference of RAD to Repositioning. That can be changed in subsequent documents but not in the HUD system. It is approved and accepted by HUD as written.

COUNCIL'S REPORT

- Landlord tenant case was withdrawn due to issues with service and notice, we chose not to fight the motion to dismiss.
- Jeffrey Scully is working on forms for landlord tenant so that we can move quickly once the moratorium is lifted.
- Grievance Procedure is being reviewed, update next week.
- Reviewing resolutions and correspondents regarding the Kiley Center Use Agreement and the long-term lease with the Kiley Center and the Boys and Girls Club.

UNFINISHED BUSINESS

Resolution – 01/07/2021 – Resolution Approving Repositioning Consultant

Chairman Segarra asked for a motion to approve Gonzalez Advisory as the Repositioning Consultant. Chairman Hanson made the motion and Commissioner Douglas seconded the motion. Chairman Segarra asked if there were any comments, concerns or discussion, the response was no. Chairman Segarra commented that between the two finalists for Repositioning Consultant, he felt that Gonzalez Advisory was more proactive and took the time to understand Peekskill Housing Authority, giving him a comfort level

that they would work well with the tenants and explain the process of what needs to be done in order improve their quality of life, Vice Chairman Hanson agreed. The vote was as follows: Chairman Segarra – Aye; Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye; Commissioner McNeil – Aye.

NEW BUSINESS

Chairman Segarra introduced Joe Shuldiner, President and Sr. Partner of Shuldiner & Associates who would speak about RAD and any other programs he's familiar with to give us a better understanding of the process.

Mr. Shuldiner thanked the Board and stated that Yonkers Housing Authority did a complete conversion of 2,000 units to RAD with \$500,000,000 in Capital Funds Low Income Housing Tax Credits, Bonds and other financial resources to rehab all the units.

RAD converts your funding source from Section 9, Public Housing to Section 8, this is done for three reason:

1. Stability of funding using Section 8.
2. Flexibility – A subsidy that can be used for a variety of needs.
3. Financing – HUD will allow the properties to be used as collateral.

Points:

- RAD transfers to a different source of funding and subsidy stream that gives the flexibility to leverage property to raise finances.
- RAD does not provide additional funding. The vouchers will replace Capital and Operating Subsidy combined.
- RAD does not require rehab, sale of property or privatization, it's a conversion of funding. In order to do RAD a physical needs assessment for a 10 – 20 year window is required. Typically, assessments will show that most HAs have physical needs and HUD will want to know how you plan to address them.
- RAD will allow application for low-income housing tax credits and state funds.
- Section 8 participants pay 30% of their income for rent and does not have ceiling rents or flat rents. Tenants currently paying flat rent will be required to pay 30% of their income for rent.
- Modern code must be met when doing a rehab for ADA compliance, wheelchair accessibility ect,
- Tax credits can be sold to a legal owner of the property under limited liability.
- Negotiations can be made regarding managing the property, staffing and budget.
- Choice between project-based vouchers and long-term voucher contracts.
- Choosing an experienced developer.

Resolution – 03/03/2021 – Resolution to Approve February 2021 Monthly Bills

Chairman Segarra asked for a motion to approve Resolution 03/03/2021 – Resolution to Approve January 2021 Monthly Bills. Commissioner Douglas made a motion and Vice Chairman Hanson seconded the motion. Chairman Segarra asked if there were any comments, concerns or discussions needed, the response was no. The vote was as follows: Chairman Segarra – Aye, Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye; Commissioner McNeil - Aye.

Resolution – 03/04/2021 – Resolution Authorizing Negotiations with the City of Peekskill and The Boys and Girls Club for a lease at the Kiley Center.

Chairman Segarra asked for a motion to approve Resolution 03/05/2021 – Resolution Authorizing Negotiations with the City of Peekskill and The Boys and Girls Club for a lease at the Kiley Center. Commissioner Douglas made a motion and Commissioner Simpkins seconded the motion. Chairman Segarra asked if there were any comments, concerns or discussions, the response was no. The vote was as follows: Chairman Segarra – Aye, Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye; Commissioner McNeil – Aye

Resolution – 03/05/2021 – Executive Director Contract

Vice Chairman Segarra asked for a motion approving Resolution - 03/05/2021 - Executive Director Contract. Commissioner Simpkins made a motion and Commissioner McNeil seconded the motion. Chairman Segarra asked if there were any comments, concerns or discussions, the response was no. The vote was as follows: Chairman Segarra – Aye, Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye; Commissioner McNeil – Aye.

Vice Chairman Segarra asked if tenant account receivable will make RAD difficult to do? Mr. Shuldiner responded that it won't necessarily make it difficult, but it will make it difficult for you to retain management, that aspect will need to be negotiated. Yonkers had a stronger development position because we had 2000 units and more money involved. The developer said we needed to put, a portion of our share of the development fee into reserve to cover the rent in case we didn't collect it. That would be a way to get around it.

Commissioner Douglas stated that we have done a property assessment and identified approximately \$35,000,000 of improvements needed for 273 units. Can improvements for the smaller sites be financed through other programs other than RAD? Mr. Shuldiner responded that RAD can still be done, but for those sites you could get a bank loan and pay it back. You are not required to RAD the whole development.

TENANTS COMMENTS AND CONCERNS

Beth Wooton

1. When will there be a follow-up to the of the Boys and Girls Club meeting, I had some questions.

Chairman Segarra stated that we have already authorized the negotiations and any questions could be forwarded to him and that he will get back to her with an answer.

Tina

1. Will the PHA extend tenant protections past the May 1st deadline of NY State, this includes not

initiating eviction proceedings, not charging late fees, not terminating other assistance because of lack of payment and note that other assistant is in the NYS law. Will the latest tenant protections be posted on the website soon? The PHA is in contract with a law firm that looks like they have experience in public housing tenant evictions, would the PHA make an effort to create tenant repayment agreements before going through the eviction process? Is this effort documented in some way by the PHA, if not, will it be? If the capacity to track partial tenant repayment agreements would be too burdensome, can it be subcontracted? Wouldn't it lessen the burden of the contracted law firm and those fees?

Ms. Croslan responded that PHA always followed the state regulations and I believe we will continue to do so. Trying to branch out on our own and make those decisions would be detrimental to the housing authority, we will follow the recommendations that are made. As far as repayment agreements, PHA already offers them and will continue to do so.

Chairman Segarra stated that anytime there's a change in the eviction moratorium, I'm almost positive it's put on the website, is that correct Ms. Croslan. Ms. Croslan responded that she was not sure. It will be on the site as to when it ends, I believe it's through September.

Attorney Furst responded that is correct, the CDC and Federal Government has their own moratorium and the State has a slightly different moratorium. Chairman Segarra added that we speak about repayment agreements every meeting, we are offering them, but we do not accept partial payments. Ms. Croslan clarified that PHA accepts partial payments along with a repayment agreement.

Councilwoman Vanessa Agudelo

1. Under the Yonkers RAD Program, how many old tenants made it into the new program after it was built? And of those tenants what percentage were able to stay in those units a year after, do you have that information.

Mr. Shuldiner responded that there was no new construction, so no one had to leave. Vacant units were stock piled, and tenants rotated as their units were completed, the process took about three weeks. The only exceptions were the 5% handicapped accessible units, they were given to the correct persons, that was the only situation of permanent displacement.

2. How many tenants stayed in the program after one year?

Mr. Shuldiner responded that there was normal turnover, nothing changed. Tenants went back to their units after three weeks there was no displacement, just returning to a new unit.

3. What year was this?

Mr. Shuldiner responded, February 2017 – March 2021, there were 11 phases. It took three years to get the funding, after you get the funding you have only two years to put the units into service.

4. Tenants are extremely behind on their rent and the bottom line is the developer will want their money.

Mr. Shuldiner responded that the developer doesn't get any of the back rent, on the day of closing everything starts new, they don't care about that.

5. Vanessa stated that if tenants can't pay now, they won't be able to pay in the new unit it doesn't seem like that's being addressed.

Mr. Shuldiner responded, if you are asking if the bottom line is eventually PHA will have to enforce the lease, the answer is yes. Chairman Segarra added that this is something that we do now on a day to day basis, there are programs out there to help tenants who are behind on their rent and it will be the same process when they move into their new apartment. Mr. Shuldiner added that the housing authority could set aside a share of the developer fees to help offset those situations, this is not the fault of RAD. Chairman Segarra stated that we are in the beginning stages and the reason why we are doing this is for the betterment of the tenants. Any programs or initiatives that are going to benefit our tenants, that is first and foremost what we will do.

Tina

1. Does anyone know why NICHA rejected the RAD model?

Mr. Shuldiner responded, they haven't rejected the RAD model they are doing a quasi RAD, they can't apply for tax credits and have to make use of Fannie Mae and SONYMA programs.

Chairman Segarra thanked Mr. Shuldiner, tenant advocates and Councilwoman Agudelo for joining the meeting and asked that any other questions be forwarded to his email address. Chairman Segarra further stated that once we have the consultant on board, they will be available for questions as well. We are all getting information on this, learning the best way forward for our tenants, and step by step we will be here for any questions or concerns and to let the tenants know that we are here to improve their quality of life and give them a better place to live.

Adjourned

Chairman Segarra asked for a motion to adjourn the meeting. Vice Chairman Hanson made a motion and Commissioner McNeil seconded the motion. The vote was as follows: Chairman Segarra – Aye, Vice Chairman Hanson – Aye; Commissioner Douglas – Aye; Commissioner Simpkins – Aye; Commissioner McNeil – Aye.

Meeting ended at 8:20 PM

PEEKSKILL HOUSING AUTHORITY
 BOARD OF COMMISSIONERS MEETING
 April 15, 2021
 EXECUTIVE DIRECTOR'S REPORT

FINANCIAL

| Revenue | February | March |
|----------------------------------------------------|-----------------|-----------------|
| HUD Subsidy – Bohlmann (AMP 1)) | 56,165 | 64,198 |
| HUD Subsidy – All other sites (AMP 2) | 55,460 | 65,191 |
| Proceeds from Capital Funds | 154,000 | 165,000 |
| COVID Funding AMP1 | 51,035 | 0 |
| COVID Funding AMP2 | 56,631 | 0 |
| Total HUD Revenue | 373,291 | 294,389 |
| Other Revenue– Non-Federal | | |
| Laundry Commissions | 2,795 | 3,159 |
| CAP Office | 900 | 900 |
| Health Center | 740 | 740 |
| Verizon | 132 | 125 |
| Interest | 6 | 8 |
| Total | 4,573 | 4,932 |
| TENANT CHARGES | February | March |
| Rent | 132,048 | 134,720 |
| Retro Rent (unreported income)/adjustment | 0 | 0 |
| Parking | 1,845 | 1,474 |
| Late Fees | 0 | 0 |
| Misc. (key cards, maintenance charges, legal fees) | 170 | 275 |
| Air Conditioners | 0 | 40 |
| TOTAL TENANT CHARGES | 134,063 | 136,509 |
| Collected from Tenants thru 5th | 36,744 | 82,444 |
| Total Collected | 98,882 | 189,929 |
| Unpaid Tenant Balance | 35,181 | (53,420) |
| Reclassification from TAR to Vacated TAR | (0) | (0) |
| Change in Prepaid rent | (3,478) | (9,949) |
| All Outstanding Tenant Charges | 398,185 | 349,704 |

BILLS PAID

| | February | March |
|-------------------------------------------------------------|------------------|------------------|
| Payroll (M) | 78,407 | 80,398 |
| Elevator (Q) | 2,052 | 0 |
| Exterminator (M) | 1,969 | 4,864 |
| Trash – Dumpsters | 0 | 1,905 |
| City Trash Collection (Q) | 0 | 21,060 |
| City Water (Q) | 0 | 0 |
| Sewer Tax (Semi-Annual) | 0 | 0 |
| Robison Fuel Oil (M) | 16,252 | 43,149 |
| Electric (M) | 14,593 | 15,791 |
| Gas (M) | 26,014 | 26,999 |
| Propane (M) | 1,158 | 1,495 |
| Legal – PHA Attorney (M) | 275 | 1,305 |
| Legal – Labor Attorney | 0 | 0 |
| Lawsuit Deductibles | 0 | 0 |
| Health Insurance/Dental Insurance(M) | 25,708 | 29,700 |
| Process Server – Evictions (M) | 0 | 0 |
| Insurance – Commercial (Q), Liability (Q), WC (M), Auto (Q) | 56,869 | 2,504 |
| Credit Card (M) | 0 | 4,550 |
| Maintenance Supplies/Contracts(M) | 11,548 | 14,895 |
| Office Expenses (M) | 3,614 | 9,561 |
| PILOT | 0 | 0 |
| NYS Retirement Contribution (A) | 0 | 0 |
| Medicare Part B Reimbursement | 8213 | 0 |
| Unit Turnaround Contracts | 0 | 31,960 |
| TOTAL EXPENSES | \$246,672 | \$290,136 |
| CAPITAL FUND PROJECTS | | |
| DH A/E | \$0 | \$0 |

COURT PROCEEDINGS

| MONTH | # RESIDENTS | BALANCE | # PAID | AMOUNT PAID | COURT STIPS/COMMENTS |
|---------------------|-------------|----------------|------------|----------------|--------------------------------------------------------------------------|
| January 2018 | 12 | 25,031 | 10 | 20,266 | 1 Skipped - 8,062, 1 Eviction 7,222 |
| February | 11 | 23,014 | 10 | 19,000 | 1 Stipulation |
| March | 11 | 22,437 | 11 | 22,437 | |
| April | 11 | 11,874 | 9 | 7,754 | 2 Eviction 24,854 |
| May | 13 | 28,201 | 12 | 27,837 | 1 Stipulation |
| June | 8 | 7,809 | 7 | 6,510 | 1 Eviction – 4,478 |
| July | 9 | 14,375 | 9 | 14,375 | |
| August | 10 | 13,088 | 10 | 13,088 | |
| September | 12 | 26,403 | 11 | 24,793 | 1 Eviction – 4,595 |
| October | 11 | 15,709 | 11 | 26,877 | |
| November | 11 | 18,102 | 11 | 18,102 | |
| December | 11 | 21,571 | 10 | 19,051 | 1 – Skipped 5,114 |
| January 2019 | 0 | 0 | 0 | 0 | |
| February | 12 | 34,017 | 11 | 30,151 | 1 – Eviction - 9,755 |
| March | 10 | 12,158 | 10 | 12,158 | |
| April | 10 | 15,472 | 9 | 14,256 | 1 – Eviction – 3,157 |
| May | 7 | 8,974 | 7 | 8,974 | |
| June | 1 | 3,061 | 1 | 3,061 | |
| July | 20 | 44,574 | 18 | 41,466 | 1 – Court, 1 Skipped 18,956 |
| August | 8 | 11,367 | 8 | 11,367 | |
| September | 4 | 1,639 | 4 | 1,639 | |
| October | 45 | 64,700 | 39 | 53,609 | 4 - Court, 1-Skip 5,841, 1-Eviction 4,309 |
| November | 15 | 18,117 | 14 | 16,354 | 1 - Skipped 4,296 |
| December | 19 | 17,976 | 18 | 15,788 | 1 – Skipped (See July 2019) |
| January 2020 | 16 | 18,860 | 16 | 18,860 | |
| February | 14 | 13,734 | 13 | 11,848 | 1 – Skipped – 3,207 |
| March-December | 0 | 0 | 0 | 0 | |
| January 2021 | 0 | 0 | 0 | 0 | |
| February-March | 0 | 0 | 0 | 0 | |
| | | | | | |
| TOTAL | 311 | 492,263 | 289 | 459,621 | Outstanding Balance 32,642 Skip/Evicted Balance 103,846 |

REPAYMENT AGREEMENTS

| MONTH | AGREEMENTS | TOTAL AMOUNT | REMAINING AGREEMENTS | BALANCE | COMMENT |
|--------------------------------|------------|--------------|----------------------|---------|---------------------------------------|
| 2013 | 1 | 12,195 | 1 | 3,271 | |
| 2018 January - June | 0 | 0 | 0 | 0 | |
| May | 2 | 8,301 | 1 | 1,189 | 1 Court – 1,709 |
| July | 3 | 27,850 | 1 | 8,102 | 1 Court – 1,161 |
| September-November | 0 | 0 | 0 | 0 | |
| December | 1 | 4,775 | 0 | 0 | 1 Court - 586 |
| 2019 January - February | 0 | 0 | 0 | 0 | |
| March | 2 | 2,996 | 0 | 0 | |
| April | 0 | 0 | 0 | 0 | |
| May | 4 | 6,175 | 0 | 0 | 1 Court - 923, 1 Default |
| June | 1 | 562 | 0 | 0 | |
| July | 0 | 0 | 0 | 0 | |
| August | 2 | 9,166 | 0 | 0 | 1 Court – 5,037, 1 – 30 Day Notice |
| September | 1 | 4,170 | 0 | 0 | 1 Court – 2,881 |
| October | 0 | 0 | 0 | 0 | |
| November | 3 | 8,148 | 0 | 0 | 1 Default – 4,490 |
| December | 1 | 4,005 | 1 | 775 | |
| 2020 January | 1 | 4,460 | 0 | 0 | 1 Default – 2,646 |
| February | 0 | 0 | 0 | 0 | |
| March | 1 | 7,145 | 1 | 4,742 | |
| April | 0 | 0 | 0 | 0 | |
| May | 2 | 8,164 | 2 | 6,186 | |
| June | 0 | | 0 | 0 | |
| July | 2 | 13,388 | 1 | 1,093 | 1 Default – 11,453 |
| August | 5 | 18,177 | 3 | 3,981 | |
| September | 8 | 25,629 | 8 | 13,080 | |
| October | 3 | 4,090 | 3 | 1,996 | |
| November | 1 | 2,779 | 1 | 2,179 | |
| December | 2 | 3,598 | 2 | 2,810 | |
| January 2021 | 1 | 3,087 | 1 | 2,617 | |
| February | 0 | 0 | 0 | 0 | |
| March | 5 | 24,333 | 5 | 20,370 | |
| TOTALS | 52 | 203,193 | 31 | 72,391 | |

WORK ORDERS

| MONTH | CALLS | COMPLETE | OUTSTANDING OR COMMENTS |
|--------------|-------|----------|-------------------------|
| January 2020 | 94 | 94 | |
| February | 103 | 103 | |
| March | 114 | 114 | |
| April | 89 | 89 | |
| May | 139 | 139 | |
| June | 140 | 140 | |
| July | 158 | 158 | |
| August | 112 | 112 | |
| September | 127 | 127 | |
| October | 114 | 114 | |
| November | 117 | 117 | |
| December | 115 | 115 | |
| January 2021 | 110 | 110 | |
| February | 86 | 85 | 1 |
| March | 130 | 116 | 14 |

UNIT TURNOVER

| SITE/UNIT | SIZE | VACANT | COMPLETE | LEASED | COMMENT |
|---------------------|-----------|----------|----------|----------|---------|
| BT 1-L | 1 | 03/24/21 | | | |
| BT 1-S | 0 | 12/31/20 | | | |
| BT 2-M | 1 | 01/08/21 | 02/17/21 | 02/18/21 | |
| BT 2-R | 3 | 11/09/20 | 03/16/21 | 03/19/21 | |
| BT 4-L | 1 | 06/10/20 | 10/05/20 | 11/06/20 | |
| BT 5-A | 0 | 09/28/20 | 10/03/20 | 11/06/20 | |
| BT 5-L | 1 | 01/19/21 | | | |
| BT 6-J | 4 | 11/06/20 | | | |
| BT 7-G | 3 | 11/02/20 | 03/15/21 | 03/31/21 | |
| BT 7-L | 1 | 03/15/21 | | | |
| DH 2-A | 2 | 09/14/20 | 01/29/21 | 02/11/21 | |
| DH 2-C | 2 | 11/30/20 | | | |
| DH 4-A | 0 | 11/09/20 | | | |
| DH 6-A | 0 | 12/31/20 | 03/16/21 | | |
| DH 7-A | 2 | 08/05/20 | | | |
| DH 13-C | 2 | 02/10/21 | | | |
| DH 13-E | 2 | 06/02/20 | 10/04/20 | 11/06/20 | |
| DH 22-B | 2 | 02/20/20 | | | |
| DH 24-B | 2 | 02/11/21 | | | |
| DH 31-A | 2 | 09/08/20 | 03/31/21 | | |
| TK 1227-2M | 3 | 12/04/20 | | | |
| TK 1431A-1M | 3 | 09/03/20 | | | |
| TK 1431A-5M | 4 | 06/05/20 | 09/28/20 | 11/02/20 | |
| TK 1431B-3M | 1 | 07/15/20 | 07/15/20 | 11/17/20 | |
| TK 1431B-5M | 4 | 12/24/20 | | | |
| TK 1719A-1L | 3 | 09/04/20 | | | |
| TK 1719B-1M | 3 | 07/15/20 | 01/13/21 | 02/10/21 | |
| TOTAL VACANT | 16 | | | | |

EXTERMINATION SUMMARY – BEDBUGS - # Treatments

| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Comment |
|-------------|---------|---------|---------|---------|---------|---------|---------|-------|---------|
| January | 0 | 2 | 0 | 1 | 0 | 3 | 0 | 0 | |
| February | 6 | 3 | 0 | 0 | 1 | 1 | 0 | 0 | |
| March | 0 | 1 | 0 | 0 | 3 | 0 | 0 | 1 | |
| April | 0 | 1 | 0 | 2 | 0 | 0 | 0 | | |
| May | 1 | 0 | 1 | 1 | 0 | 2 | 0 | | |
| June | 2 | 2 | 2 | 0 | 0 | 0 | 0 | | |
| July | 0 | 0 | 2 | 1 | 1 | 0 | 1 | | |
| August | 0 | 0 | 3 | 4 | 3 | 1 | 1 | | |
| September | 0 | 4 | 2 | 3 | 0 | 1 | 3 | | |
| October | 0 | 0 | 3 | 1 | 0 | 1 | 0 | | |
| November | 0 | 0 | 0 | 1 | 1 | 1 | 0 | | |
| December | 0 | 0 | 1 | 1 | 0 | 0 | 0 | | |
| TOTAL | 9 | 13 | 14 | 15 | 9 | 10 | 5 | | |
| COST | \$2,950 | \$4,860 | \$4,841 | \$9,880 | \$2,980 | \$6,086 | \$1,075 | \$615 | |

TENANT ACCOUNTS RECEIVABLE - LATE OR NO RENT PAYMENT

| SITE | # Units | Late | Not At All | Past Due Feb. 2021 | Past Due March 2021 |
|-----------------|---------|---------|------------|-----------------------|-----------------------|
| Bohlmann Towers | 144 | (31) 38 | (32) 36 | 80 owed \$215,012 | 72 owed \$191,606 |
| Dunbar Heights | 96 | (35) 31 | (26) 20 | 56 owed \$139,728 | 48 owed \$122,490 |
| Turnkey | 33 | (13) 17 | (8) 5 | 19 owed \$43,444 | 14 owed \$35,608 |
| Totals | 273 | (79) 86 | (66) 61 | 155 (57%) - \$398,185 | 134 (49%) - \$349,704 |

Parenthesis () represents the previous month

PEEKSKILL POLICE DEPARTMENT INCIDENT REPORTS

| PHA Activity March 6-12, 2021 | Total Visits | Patrol/Follow-up | Other |
|-----------------------------------------------------------------------------|--------------|------------------|-------|
| Bohlmann Towers | 27 | 20 | 7* |
| Dunbar Heights | 36 | 34 | 2* |
| *BT – Other (dispute, 2 parking, noise, medical, fire, suspicious activity) | | | |
| *DH – Other (fire, noise complaint) | | | |
| PHA Activity March 13-19, 2021 | Total Visits | Patrol/Follow-up | Other |
| Bohlmann Towers | 32 | 27 | 5* |
| Dunbar Heights | 30 | 28 | 2* |
| *BT – Other (parking complaints, EDP, disorderly person, fire, noise) | | | |
| *DH – Other (noise, domestic) | | | |

INDEPENDENT AUDIT

FEDERAL FISCAL YEAR (FFY) ENDING MARCH 31, 2020

PHA received results of the most recent independent financial audit.

The purpose of the audit is to ensure that the agency's financial statements are sound and to present an accurate picture of financial conditions.

OPINIONS

If the auditing firm finds no problems, they will give an "unmodified" opinion. This means they can give a firm opinion based on documentation. Any type of "modified" opinion indicates the auditor has some level of concern with the records or processes reviewed.

FINDINGS

A "finding" is a condition or monetary irregularity that is not in compliance with statutory or regulatory requirements.

CONCERNS OR OBSERVATIONS

A "concern or observation" is a deficiency that needs to be brought to the attention of the housing authority but is **not** in noncompliance with statutory requirements.

FINANCIAL HIGHLIGHTS

March 31, 2019

Page i

1. Reported net position was \$(388,619) compared to \$1,723,880 for the prior year.
2. Unrestricted cash, cash equivalent and investment balance March 31, 2020 was \$782,392; an increase of \$37,180.
3. Operating Revenues \$3,263,704; operating expenses \$5,483,635 for March 31, 2020.
4. Capital outlay was \$99,646; funded by grants from Dept. of Housing and Urban Development (HUD Capital Funds).
5. Expenditures of Federal Awards \$1,587,170 (HUD operating funds).
6. Operating expenses were \$5,483,635 major categories follow: (last year \$3,712, 333).
 - Administrative expenses increased from \$646,286 in 2019 to \$1,193,408 in 2020
 - Utility expenses decreased from \$724,657 in 2019 to \$703,091 in 2020
 - Maintenance expenses increased from \$1,282,405 in 2019 to \$2,432,743 in 2020;
 - Protective Services increased from \$51,1129 in 2019 to \$197,899 in 2020 (Due to a full year of BT Security)
 - Insurance increased from \$210,253 in 2019 to \$227,714 in 2020
 - General expenses decreased from \$216,608 in 2019 to \$143,409 in 2020 (\$ 60,361 in bad debt expenses)
7. Net loss from operations before grants was \$2,212,146 in 2019 compared to \$671,964 in 2020. Large decrease attributed to a change in post-employment benefits calculation.
8. Total net investment in capital assets was \$5,940,811 at year end; prior year was \$6,267,275.

9. Total net position decrease of \$2,112,499 for the year from \$1,723,880 for 2019 to \$(388,619) for 2020.

FINDINGS

SUMMARY OF CURRENT FF YEAR (2020) AUDIT FINDINGS

Page 43

2020-1

Condition:

Deficiencies Noted in Examination of 25 Tenant Files

4 files lacked documented 30-day notice of rent increase
3 files lacked timely FY 2019 Annual Recertification

Recommendations:

We recommend the Authority implement internal control procedures which will eliminate such errors.

PHA Reply:

We will review the internal control procedures over tenant file recertifications and documents. Management has implemented procedures to clear this finding in FY 2020.

SUMMARY OF AUDITORS' RESULTS

OPINION

"In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of March 31, 2020, and the respective changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the USA." (Page 1)

OPINION ON EACH MAJOR PROGRAM:

"In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have direct and material effect on each of its major Federal programs for the year ended March 31, 2020." (page 40)

Type of report issued: UNMODIFIED (page 42)

FINDINGS

1. There were no Basic Financial Statement Findings (page 43)
2. Deficiencies noted in the examination of Low Rent Public Housing Tenant Files. See above: Finding 2020-1. (From page 43 in the audit report))

PHA's Auditor, Malcolm Johnson, will be available by ZOOM for clarification and to answer any questions you may have.

ADVERTISEMENT FOR BID

On April 3rd and 4th 2021, PHA began advertising for bids for exterior building improvements at Dunbar Heights in the local newspaper, PHA website, Public Housing Authority Directors Association's (PHADA) website and NY State PHADA's website.

According to Drawings and Specifications prepared by Lothrop Associates ^{LLP}, and described in general as:

- Removal of existing exterior steel stairs / landings and replace with new pre-cast concrete stairs / landings including new concrete footings.
- Removal of existing exterior steel stairs / landings and replace with new steel stairs / landings including new concrete footings (As an ALTERNATE).
- Removal and replacement of exterior door / frame and hardware (including storm door) at all apartment entrance doors.
- Removal and replacement of exterior door / frame and hardware (including storm door) at all rear exterior apartment doors.
- Removal and replacement of selective concrete sidewalks.
- Partial re-grading of site at stair locations.
- Site restoration.

A Non-Mandatory Pre-Bid Conference will be held at 10:00 AM on Friday April 16, 2021 in the Community Room at Dunbar Heights.

Sealed bids will be received at the office of the PEEKSKILL HOUSING AUTHORITY until 11:00 AM on Wednesday, April 28, 2021. (Bids received after this time will not be accepted.) At this time, bids shall be publicly opened and read aloud. All bids will be reviewed by the Architect and Owner. The contract will be awarded after review is complete. The Owner or Architect, within ten (10) days of opening, will notify all interested parties as to their decision.

WESTCHESTER COMMUNITY OPPORTUNITY PROGRAM, INC – LEASE RENEWAL

The two-year lease between PHA and WESTCOP will expire April 30, 2021. Due to forthcoming rehabilitation of Kiley Center, the Board may decide to renew the lease for one year, two years or offer a month-to-month agreement. Lease is included for you review and decision

PUBLIC HEALTH EMERGENCY OPERATION PLAN

Operation Plan Overview

In accordance with New York State Labor Law § 27-c, the Peekskill Housing Authority (the “PHA”) has developed an operation plan in the event of a declared public health emergency involving a communicable disease, which necessitates a state-ordered reduction of in-person workforce. The purpose of this operation plan is to set forth the PHA’s plan for the continuation of operations in the event the Governor declares a public health emergency.

This plan has been developed based upon information available as of the date of its promulgation regarding public health emergencies involving a communicable disease, and is based largely upon public information, guidance and experiences pertaining to the COVID-19 pandemic. The PHA recognizes that future public health emergencies, if any, may present unique challenges and require different responses. The PHA reserves the right to amend this plan, including as may become necessary to address issues and operational needs presented by future or other public health emergencies, and as may be necessary to comply with applicable federal, state or local laws, regulations or orders, or in accordance with guidances issued by applicable federal, state or local agencies or other public health organizations, such as the CDC, as such laws, regulations, orders and/or guidances may change from time to time.

The PHA’s operation plan is set forth in seven (7) separate parts, which are part of the full plan and included for your review, comments, requested modifications, etc.

- Exhibit A is a list of the PHA’s “Essential” employees, as defined in New York State Labor Law § 27-c.¹ Employees who are designated essential are those who are required to be physically present at a work site to perform his or her job. The Essential list also includes a description of positions and a justification for the designation.
- Exhibit B provides a description of the protocols that will be followed in order to enable non-essential employees to telecommute, where possible, including the procurement, distribution, downloading and installation of any needed technology, software, data, internet access and phone lines.
- Exhibit C provides a description of how the PHA will, to the extent possible, stagger work shifts for essential employees so as to reduce overcrowding on public transit and at worksites. As part of this plan, the PHA will review the applicable collective bargaining agreements, Executive Orders, and other obligations, if any.
- Exhibit D provides a description of the PHA’s plan to procure the appropriate personal protective equipment (“PPE”) for essential employees based on job tasks and the needs of such employees. This plan contemplates providing at least two pieces of necessary PPE to each essential employee per shift over a six-month period and a storage protocol for such PPE.
- Exhibit E is the PHA’s protocol in the event an employee is exposed to a known communicable disease, exhibits symptoms, or tests positive for such disease in the workplace. The protocol includes disinfection plans, as well as the PHA’s policy regarding leave for employees for testing, treatment, isolation and quarantine related to the communicable disease.
- Exhibit F is the PHA’s contact tracing protocol for essential employees. This plan documents the precise hours of work and locations for the purpose of tracking the disease and identifying those who may have been exposed to an infected individual.
- Exhibit G is the PHA’s protocol to work with other local governments to identify emergency housing for essential employees for the purpose of containing the spread of the communicable disease, to the extent applicable to the workplace.

The draft Public Health Emergency Operation Plan was submitted to CSEA’s Labor Relations Specialist for review and comments, revised to accommodate the comments and re submitted for further review and comments on March 3, 2021. No further correspondence has been received regarding the plan so this document will become final after incorporating any concerns from the Board.

Board Resolution is Requested

PEEKSKILL HOUSING AUTHORITY’S UPDATED GRIEVANCE PROCEDURE (DRAFT)

RIGHT TO A HEARING

Upon the filing of a written request as provided in the grievance procedures, a resident shall be entitled to a hearing before a Hearing Officer.

DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

A. "Grievance" shall mean any dispute which a resident may have with respect to the Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority or to class grievances.

The entire DRAFT Grievance Procedure is included for you review and comments after which it will be made available for a 30-day comment period before a Board Resolution is requested to approve the Procedure.

PHA HEARING OFFICERS

The following will be provided to tenants to solicit interest in becoming a Hearing Officer.

Grievance hearings are conducted by an impartial person or committee appointed by the Housing Authority. The following list of prospective Hearing Officers is provided for your comments and/or recommendations. Please submit comments and recommendations before close of business _____. Suggestions and comments submitted after close of business on _____ will not be considered and hearing officers will be selected notwithstanding any failure to timely submit suggestions and comments.

Timely submitted suggestions and comments will be considered before Board approval. The appointment term for Hearing Officers is _____ to _____.

If you are interested in being a Hearing Officer, please contact the PHA office immediately.

Proposed Hearing Officers:

Peekskill Housing Authority Commissioners

Luis Segarra, Chairman
Alexandra Hanson, Vice Chair
Dwight Douglas, Commissioner
Kimm McNeil, Commissioner
Jacqueline Simpkins, Commissioner
Duane Timms, Tenant Commissioner

Peekskill Housing Authority Staff

Janneyn Phalen, Assistant Director
Dalerie Beard, Tenant Relations Assistant

Community Project Funding

Funding for this initiative is through Congressman Mondaire Jones' office for federally funded agencies. It is not a grant but a request for consideration when grants become available. Congressman Jones' office is working directly with PHA in this endeavor. Commissioner Douglas has been instrumental in securing prompt support letters, that are required, from the following and others letters are expected:

Elizabeth McCorvey-The Family Resource Center
Cynthia Knox-CHHOP
Marquette Hairston-WESTCOP Peekskill Area Director
Robin Kline-Peekskill Arts Alliance

Democratic Party District Leader Tina Volz-Bongar alerted PHA to this opportunity and is working to give PHA the best chance at securing funds in order to improve the lives of PHA tenants.

PHA will request consideration for Dunbar Heights kitchen upgrades.

FINANCIAL REPORT

Dwelling Rents:

Tenant rents billed were lower than budgeted the prior year.

Billed and collected rent amounts have been under budget for many months over the years. However; last month, March, collected rent exceeded rent charged for the month and was actually almost double the amount collected in February. All outstanding tenant charges were reduced from \$398,185 in February to \$349,704 in March approximately \$50,000.

Operating Funds:

Since February, PHA obligated 2020 CFP funds and added \$165,000 to the operating budget on March 1st. This bolstered PHA's financial position significantly for end of the fiscal year; March 31, 2021. To the greatest extent possible, a generous surplus should be retained against uncertainties in the future.

Administrative Salaries:

Over budget due to overtime costs associated with the review and update of all tenant files for compliance. This is an attempt to eliminate the annual independent audit findings related to this category.

Legal Expenses:

Over budget due to lawsuit deductibles and labor law issues.

Tenant Services:

Under budget. This line item is basically for financial support to tenants who must be out of their units for various reasons, decoration contest, newsletters, etc.

Utilities

Water and sewer are over budget due to higher-than-expected quarterly bills.

Electricity is under budget for the month and year.

Gas and oil are under budget for the month and year.

Labor and Contracts:

Under budget as PHA has not had contractors make vacant units ready and kept contract costs to a minimum.

Maintenance Materials:

Slightly over budget due to supplies purchased to address vacant units.

Protective Services:

Better than budgeted since PHA has been without the service for some time. PHA had large budget deficits for the previous two years because of security costs that were included in the budgets. HUD does not fund PHAs for security and paying only \$18,372 in costs from a \$205,000 budget had a big, positive effect on the budget and is beneficial to the agency's overall financial stability.

Insurance:

Over budget due to increased premiums.

Payment in Lieu of Taxes (PILOT):

Slightly under budget. It is calculated by formula.

Collection Losses:

Will be written off after close out of the fiscal year; current vacated tenant receivables are \$60,078

Consequently, even with bad debts factored in, PHA will end the fiscal year with a significant surplus.

PHA anticipated a \$156,659 income loss this fiscal year; to date we have a \$506,869 surplus.

RODENT ACTION PLAN UPDATE

The update is attached to this report.

Respectfully Submitted,

P Holden Croslan

Pai C

Executive Director

ADVERTISEMENT FOR BID

THE PEEKSKILL HOUSING AUTHORITY
Will received sealed bids for:

CONTRACT #1
EXTERIOR BUILDING IMPROVEMENTS
AT
DUNBAR HEIGHTS
696 HIGHLAND AVENUE
2018 & 2019 CAPITAL FUND PROGRAMS (CFP)
PEEKSKILL, NEW YORK
LA #2263-01

According to Drawings and Specifications prepared by Lothrop Associates^{LLP}, and described in general as:

- Removal of existing exterior steel stairs / landings and replace with new pre-cast concrete stairs / landings including new concrete footings.
- Removal of existing exterior steel stairs / landings and replace with new steel stairs / landings including new concrete footings (As an ALTERNATE).
- Removal and replacement of exterior door / frame and hardware (including storm door) at all apartment entrance doors.
- Removal and replacement of exterior door / frame and hardware (including storm door) at all rear exterior apartment doors.
- Removal and replacement of selective concrete sidewalks.
- Partial re-grading of site at stair locations.
- Site restoration.

The work of this project as outlined above shall be completed in one hundred eighty (180) calendar days from issuance of "Notice To Proceed" (NTP).

Contract Documents may be obtained at the Owner's Office, **PEEKSKILL HOUSING AUTHORITY**, 807 Main Street, Peekskill, New York 10566; Telephone No.: (914) 739-1700 between the hours of 9:00 AM and 3:00 PM and Lothrop Associates ^{LLP}, 333 Westchester Avenue, White Plains, New York 10604; Telephone No.: (914) 741-1115, ext. 224, upon depositing the **NON-REFUNDABLE** sum of \$100.00 for a set of documents. **CHECKS SHALL BE MADE PAYABLE TO THE PEEKSKILL HOUSING AUTHORITY.**

Bidders may purchase additional sets of documents from the Owner or Architect for \$100.00 each. Plans and Specification must be picked up or mailed deposits received by the Architect must be accompanied by a check

made payable to **LOTHROP ASSOCIATES LLP** in the amount of \$25.00, to cover the cost of postage and handling or the account number for an overnight delivery service (i.e. Federal Express, UPS, etc) if mailing is desired. Contract Documents will become available on Monday, April 5, 2021.

A Non-Mandatory Pre-Bid Conference will be held at 10:00 AM on Friday April 16, 2021 in the Community Room in the Basement of Building #5 on site (696 Highland Avenue, Peekskill, New York).

Sealed bids will be received at the office of the **PEEKSKILL HOUSING AUTHORITY** until 11:00 AM on Wednesday, April 28, 2021. (Bids received after this time will not be accepted.) At this time, bids shall be publicly opened and read aloud. All bids will be reviewed by the Architect and Owner. The contract will be awarded after review is complete. The Owner or Architect, within ten (10) days of opening, will notify all interested parties as to their decision.

A certified check or bank draft payable to the **PEEKSKILL HOUSING AUTHORITY**, United States Government Bonds, or a satisfactory Bid Bond executed by the Bidder and acceptable sureties in an amount equal to five percent (5%) of the Bid shall be submitted by each Bidder. The surety company must also be licensed to do business in the State of New York.

Attention is called to the provision of Equal Opportunity Employment and Prevailing Wages for payments not less than the minimum salaries and wages as set forth in the Specification.

Women and Minority Owned Business Contractors are encouraged to submit Bids.

No bids shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the **PEEKSKILL HOUSING AUTHORITY**.

The Peekskill Housing Authority reserves the right to reject any and/or all bids or waive any informality in the bidding process.

Awards will be made to the lowest responsible bidder.

By order of the Peekskill Housing Authority
P. Holden Croslan
Executive Director
March 31, 2021

COMMERCIAL LEASE

This lease is made between Peekskill Housing Authority of 807 Main Street, Peekskill, New York 10566 called "Lessor," or "Landlord" and Westchester Community Opportunity Program, Inc. of 2 Westchester Plaza, Suite 137, Elmsford, New York 10523-3833, herein called "Lessee" or "Tenant."

Lessee hereby offers to lease from Lessor the premises situated in the City of Peekskill, County of Westchester, State of New York, described as 709 Main Street, Peekskill, New York, 2nd floor offices (2) and first floor office room located on right hand side inside main entrance to gymnasium at Kiley Center (709 Main Street, Peekskill, New York or the "Demised Premises") upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of two (2) years, commencing MAY 1, 2018, and terminating on April 30, 2020, or sooner as provided herein at the annual rental of \$10,800.00, payable in equal monthly installments of \$900.00 for the term of the lease. All rental payments shall be made to Lessor, at the address specified above.
- 2. Use.** Lessee shall use and occupy the Demised Premises for Human Services agency offices only. Lessee will also utilize the Demised Premises for group activities with prior written permission of Lessor. Such permission shall be within the sole discretion of Lessor but such permission shall not unreasonably be denied. The premises shall be used for no other purpose.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee, shall, at his own expense and at all times, maintain the Demised Premises in good and safe condition, and shall not cause any damage to electrical wiring, plumbing, heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall make repairs to the Demised Premises necessary to keep the Demised Premises in good order and safe condition. Lessee shall not be responsible for repairs to the exterior walls, structural foundation, roof, and major systems such as plumbing (including heating & cooling), HVAC and electric which serve the Demised Premises and other common areas of the building which are not contained within the leased Premises. These repairs shall be the responsibility of the Lessor.
- 4. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Demised Premises.
- 5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Demised Premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the Demised Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary telephone services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for telephone services charges as they become due.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within one hundred and eighty (180) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Intentionally omitted.

10. Indemnification of Lessor. Lessee hereby indemnifies and agrees to hold harmless Lessor from and against any and all claims, which either (i) arise from or are in connection with the Lessee's possession, use, occupation, management or control of the Demised Premises; (ii) arise from or are in connection with any act or omission of Lessee, or Lessee's Agents'; (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by Lessee; unless caused by the negligence of Lessor, its agents, contractors or employees.

11. Insurance. Lessee at his expense shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. See Rider paragraph #26.

12. Eminent Domain. If the Demised Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the lease term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Demised Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time this lease continuing in effect with the rent proportionately abated as aforesaid,

and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days), this lease may be terminated at the option of either party. In the event that the building in which the Demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor or Lessee may elect to terminate this lease whether the Demised Premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this lease, Lessor may give Lessee written notice of such default and if Lessee does not cure such default with five (5) days, after the giving of such written notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such-ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than ten (10) days' written notice to Lessee. On the date specified in such notice the terms of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Intentionally omitted.

16. Intentionally omitted.

17. Attorney's Fees. In case suit should be brought for recovery of the Demised Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Demised Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Such fees shall be deemed "additional rent."

18. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid or by overnight delivery (e.g. UPS, Fedex), to Lessee at the Demised Premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

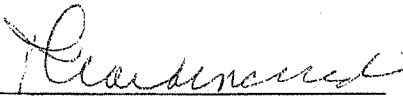
22. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this lease before the parties' execution hereof: See Rider attached.

23. Lessee and Lessee's employees, agents and visitors shall comply strictly with the Rules and Regulations set forth in **Exhibit "A"** attached, and such other and further reasonable Rules and Regulations as Lessor or Lessor's agents may from time to time adopt. Lessor shall not be liable to Lessee for violation of any said Rules or Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

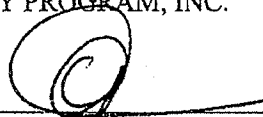
24. Intentionally omitted.

Signed this 1st day of May, 2018

PEEKSKILL HOUSING AUTHORITY

By: 
P. Holden Croslan
Executive Director, Lessor

WESTCHESTER COMMUNITY
OPPORTUNITY PROGRAM, INC.

By: 
Donnovan Beckford
Executive Director, Lessee

RIDER TO LEASE BETWEEN
PEEKSKILL HOUSING AUTHORITY, LESSOR
AND

WESTCHESTER COMMUNITY OPPORTUNITY PROGRAM, INC., LESSEE

25. Intentionally omitted.

26. This paragraph shall amplify the provisions of paragraph 11 hereinabove. The minimum coverages referred to shall be: comprehensive general liability, one million per occurrence, two million aggregate; all risk, full replacement of property with plate glass endorsement; business interruption, one year gross profits, worker's compensation-as required by applicable laws.

(1) The foregoing minimum limits of insurance coverage to be maintained by Lessee shall in no way limit or diminish tenant's liability hereunder. Upon notice, such minimum limits may be adjusted by Lessor to the extent reasonably necessary to reflect inflationary trends and experience and tenant shall obtain any revised coverage required by landlord within thirty days of such notice. Additionally, Lessee shall obtain within thirty days after notice from Lessor other insurance/or endorsements of such types and in such amounts as Lessor may reasonably require. Any deductible under the insurance policies required hereunder in excess of \$2,500.00, as well as self insured retention amount, must be approved by Lessor in writing prior to the issuance of such policies.

(2) Lessee agrees that it will not commit any act or keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form "Special Form Coverage" insurance policy and Lessor shall have the right to require Lessee to discontinue any such act and to remove any such article if Lessee fails to remove the same in the timely manner upon request. The Lessee agrees to pay any increase in premiums for "all risk" coverage" insurance carried by Lessor on said demised premises if such increase is attributable to Lessee's use or occupation of the demised premises. Said additional premiums shall be payable by Lessee to Lessor within ten days after billing.

27. If, before the commencement of the term, Lessee takes the benefit of any insolvent act, or if a Receiver or Trustee be appointed for Lessee's property, or if the estate of Lessee hereunder be transferred or pass to or devolve upon any other person or corporation, or if Lessee shall default in the performance of any agreement by Lessee contained in any other lease to Lessee by Lessor or by any corporation of which an officer of Lessor is a Director, this lease shall thereby, at the option of Lessor, be terminated and in that case, neither Lessee nor anybody claiming under Lessee shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Lessee shall make default in fulfilling any of the covenants of this lease or the rules and regulations, other than the covenants for the payment of rent or "additional rent" or of the demised premises become vacant or deserted, Lessor may give to Lessee ten days written notice of intention to end the terms of this lease, and thereupon at the expiration of said ten days (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall remain liable as hereinafter provided.

Lessee hereby expressly waives any and all rights of redemption in case Lessee shall be dispossessed by judgment or warrant of any court or judge, and Lessee waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by Lessor against Lessee in

respect to the demised premises or any action to recover rent or damages hereunder. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

28. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Lessee on any part of the premises or building without the prior written approval and consent of Lessor. Should Lessor deem it necessary to remove the same in order to paint, alter, or remodel any part of the building, Lessor may remove and replace same at Lessor's expense.

29. Tenant shall, at tenant's expense, keep the demised premises clean and in order to the satisfaction of landlord.

30. If there now is or shall be installed in the building a "sprinkler system", and such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of tenant, tenant's agents, servants, employees, licensees or visitors, tenant shall forthwith restore the same to good working condition at its own expense; and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or city government, required or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment to be made or supplied by reason of tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company. Tenant shall at tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. If any of the above is required due to normal wear & tear, old age, or does not result from any act or omission of Tenant, then Landlord shall be responsible to address the above referenced conditions.

31. Intentionally omitted.

32. Tenant will not, nor will tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and tenant agrees to pay on demand any such increase in additional rent.

33. If after default in payment of rent or violation of any provision of this lease, or upon the expiration of this lease, tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by tenant and shall become the property of landlord.

34. This lease and the obligation of tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of tenant to be performed shall in nowise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any service expressly or implied to be supplied or is unable to make, or is delayed in making any repairs,

additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if landlord is prevented or delayed from doing so by reason of governmental preemption in connection with any National Emergency declared by the President of the United States, or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency-

35. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by landlord or tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, nor gross negligence on the part of landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. Landlord shall not be required to furnish, and tenant shall not be entitled to receive, any of such "services" during any period wherein tenant shall be in default in respect to the payment of rent. Nether shall there be any abatement or diminution of rent because of making repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term. It being understood that rent shall, in any event, commence to run at such date so fixed above.

36. Tenant and tenant's employees, agents and visitors shall comply strictly with the Rules and Regulations set forth in Schedule A, and such other and further reasonable Rules and Regulations as landlord or landlord's agents may from time to time adopt. Landlord shall not be liable to tenant for violation of any said Rules or Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

37. The marginal headings are inserted only as a matter of convenience and in no way define the scope of this lease or the intent of any provision thereof.

38. Landlord covenants that the said tenant on paying said rent, and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by landlord.

39. And it is mutually understood and agreed that the covenants and agreements contained in the lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

40. **Holding Over.** If Tenant shall hold possession of the demised premises after the expiration of the lease term or other termination of this lease, then, at landlord's sole option, (i) tenant shall be deemed to be occupying the demised premises as a tenant from month-to-month at 200% of the monthly minimum rate in effect immediately preceding such holdover (without regard to any abatement of minimum rent that may be, or may have been, in effect, preceding such holdover) and otherwise subject to all of the terms of this lease (including but not limited to, the payment of additional rent); (ii) no tenancy or interest in the demised premises shall result therefrom, but such holding over shall be subject to immediate eviction and removal, and tenant shall pay landlord for each day of such holding over a sum equal to 200% of the monthly minimum rent payable

immediately preceding such hold over (prorated on a day-for-day basis and without regard to any abatement of minimum rent that may be or may have been, in effect preceding such holdover); or (iii) landlord may exercise any other rights and remedies it has under this lease, at law, or in equity, including, but not limited to, an action for wrongful holding over. Nothing contained in this section shall (a) imply or be deemed to grant to tenant any right to remain in the demised premises after the expiration or other termination of this lease without the execution of a new lease, (b) imply any obligation on the part of landlord to grant a new lease, or (c) be construed to limit any right or remedy that Landlord may have against tenant as a holdover tenant. Tenant's obligations under this section shall survive the expiration or other termination of this lease.

41. In the event tenant fails to pay any rent within ten (10) days of the due date, the tenant shall be subject to a late charge in the amount of \$100.00. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that landlord will incur by reason of tenant's late payment. Landlord's acceptance of such late charge shall not constitute a waiver of a default by tenant with respect to such overdue amount or preclude landlord from exercising any of the other rights and remedies available to landlord hereunder, at law, or in equity.

42. **Dishonored Checks.** If any check given to landlord by tenant shall not be honored by the bank upon which it is drawn, landlord, its option, may require that all payments by tenant to landlord over the succeeding months be made by certified check or wire transfer. Tenant shall also be responsible for all costs and fees incurred by landlord in connection with a dishonored check. Landlord's exercise of the remedies available to it under this section shall not preclude landlord from exercising any of the other rights and remedies available to landlord under this lease, at law, or in equity (including, but not limited to, the late charge provided for in the foregoing section).

43. **Counterclaim.** If landlord commences any proceeding for nonpayment of rent, tenant may interpose any compulsory or mandatory counterclaim required by the applicable Procedural Rules of the Court, but tenant shall not bring any other counterclaim in any such proceeding. The covenants to pay rent hereunder are independent covenants, and tenant shall have no right to hold back, offset, or fail to pay any such amounts for default by landlord or any other reason whatsoever. Additionally, in the event tenant commences any action which tolls or seeks to toll any notice of default sent pursuant to this lease, which prevents or seeks to prevent landlord from exercising any remedy available to landlord under this lease, at law, or in equity, tenant shall pay (without prejudice) to landlord all rent due hereunder as the same accrues as a condition to obtaining the lease and/or maintaining an action. In the event of any dispute over how much money is owed to landlord pursuant to any term of this lease, tenant shall first pay and continue to pay (without prejudice) all disputed sums billed by landlord as a condition to commencing and maintaining any action challenging such calculation.

44. Tenant shall, at its sole cost and expense, comply with all laws, all directions of public officers thereunder, and with all applicable water, fire insurance underwriters regulations, respecting all matters of use, occupancy, condition, or maintenance of the demised premises, whether such orders or directions shall be directed to tenant or landlord, and tenant shall timely pay violations, fines and/or penalties that may be issued as a result of a failure by tenant to so comply. Tenant shall also indemnify and hold landlord harmless from and against any and all costs or expenses on account of tenant's failure to so comply (including, but not limited to, any penalties or other charges imposed for any violation by tenant). Tenant shall procure and maintain all licenses and permits legally necessary for the operation of tenant's business and allow landlord to inspect the same upon request.

45. Landlord, on the one hand, and tenant and all of tenant's successors and assignees, on the other hand, shall and do hereby waive trial by jury on any action, proceeding, or counterclaim brought by either of the parties hereto against the other in respect of any matter whatsoever arising out of or in any way connected with this lease or the relationship of landlord and tenant hereunder or tenant's use or occupancy of the demised premises or any claim of injury or damage by either party against the other.

46. Tenant shall without charge, at any time and from time-to-time within fifteen (15) days after written notice therefore from landlord, or from any mortgagee of the demised premises, deliver in recordable form a duly executed and acknowledged certificate or statement to the party requesting such certificate or statement certifying that this lease is unmodified and in full force and effect or if there has been any modification, that same is in full force and effect as modified and stating such modification; the amount of rent then payable under the lease and that all such amounts are paid currently without any offset or defense thereto; the date to which rent payable hereunder by tenant has been paid and the amount of all such rent, if any, paid in advance; whether or not there is then existing any claim by tenant against landlord hereunder (including, but not limited to, any claim for monies owed) and if so, specifying the nature thereof; that no rent has been paid more than one month in advance; that this lease represents the entire agreement between the parties to this lease; that all terms under this lease to be performed by landlord have been satisfied or specifying any such terms that have not been satisfied and any other matters relating to the status of this lease as shall be requested by the landlord or any such mortgagee. If tenant fails to respond within fifteen (15) days of receipt by tenant of a written request by landlord as herein provided, tenant shall be deemed to have given such certificate or statement as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by landlord to its perspective purchaser or mortgagee.

47. Neither this lease nor any other document or instrument of any kind shall be recorded or permitted by tenant to be recorded against the demised premises without landlord's written consent.

48. Tenant shall not introduce or permit to be introduced any hazardous materials onto the demised premises without first obtaining landlord's written consent and complying with all laws pertaining to the transportation, storage, use or disposal of such materials including but not limited to obtaining proper permits. Tenant shall report immediately to landlord any contamination claim, loss or damage and after consultation and approval by landlord, to clean up the contamination at tenant's cost and in full compliance with all laws and to indemnify, defend and hold landlord and landlord's agents and employees harmless from and against any claims, suits, causes of actions, costs or fees, including attorneys' fees, damages and losses of any and every kind and nature which may arise during or after the lease term or any extension thereof as a result of such contamination. As used in this lease, hazardous material "shall mean any hazardous, toxic, or radioactive substance, material matter (including but not limited to mold, fungi, bacteria and other microbials), or waste or which is or becomes regulated by any laws that shall include but not be limited to, asbestos, petroleum products", the terms "hazardous substance" and "hazardous waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended the Resource Conservation and Recovery Act (RCRA) as amended and any other hazardous, toxic or radioactive substance, material matter or waste. This section shall survive the expiration and other termination of this lease.

49. Intentionally omitted.

50. Landlord's Reservation. Landlord reserves exclusively to itself the roof and exterior walls of the building containing the demised premises and of the demised premises, and reserves on behalf of itself, any telecommunications facility operation, any solar energy provider, and/or any authorized utility company the right and/or obligation to place, maintain, repair and/or replace utility lines, pipes ducts, conduits wires, tunneling and the like in, over, under and through the demised premises as may be necessary or advisable for the servicing of the demised premises or other portions of the premises in locations which will not materially interfere with Tenant's use of the demised premises. No easement for light or air is incorporated in the demised premises, and Tenant shall have no right of access to the roof of the demised premises or premises.

51. Condition of Premises. Tenant hereby acknowledges that it has inspected and is informed about the condition of the demised premises, and Tenant hereby agrees to accept the demised premises in its present "as is" condition, without change and without any work or improvements by Landlord required to be done. Tenant's taking possession of the demised premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant also agrees that no representations respecting the condition of the demised premises, no warranties or guarantees, expressed or implied, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to workmanship or any defects in material, and no promises to decorate, alter, repair or improve the demised premises either before or after the execution hereof, have been made by Landlord or its agents to Tenant other than as expressly set forth herein.

52. Tenant's Alterations. Upon full execution of this lease, and in accordance with the terms of this lease, Tenant shall be obligated to (i) produce plans and specifications required in connection with Tenant's initial build-out of the demised premises ("tenant's Initial Alterations) and (ii) diligently pursue obtaining all necessary building permits, licenses and other governmental approvals necessary in connection with Tenant's Initial Alterations. (iii) Obtain landlord's written approval of the initial build out.

53. Tenant's Alterations. Tenant, at its sole cost and expense, shall have the right during the term of this lease, to make such alterations, changes and/or improvements (individually and collectively, "Alterations") to the interior of the demised premises as Tenant may deem necessary for its use and business; provided, however, Landlord's consent shall be obtained prior to (i) Tenant's Initial Alterations; (ii) any Alterations to the interior costing in excess of \$20,000.00 in any twelve-month period; (iii) any Alterations to the interior visible from the exterior of the demised premises; (iv) any structural Alterations; (v) any Alterations to any interior walls (whether or not load-bearing); (vi) any Alterations to any electrical, plumbing or mechanical systems(including, but not limited to, the heating, ventilating and air conditioning systems); (vii) any increases in the size of the demised; or (viii) any work on or affecting the roof of the demised premises. Additionally, in connection with any Alterations by Tenant, Tenant, at its sole cost and expense, shall (i) timely secure all building permits, licenses and other governmental approvals necessary for the performance and completion of its Alterations (and provide Landlord with copies of all such documents); (ii) otherwise comply with all laws relating to the performance and completion of said Alterations; (iii) provide and pay for all water, sewer, electricity, heat and any other utilities used by Tenant or its agents for the performance of Alterations on the demised premises; (iv) prior to the commencement of the Alterations, obtain all insurance coverage required by paragraph 11 hereof (together with workers' compensation insurance as required by laws); (v) ensure that all materials, equipment and appliances used in Alterations and all trade fixtures installed are new and first quality items; and (vi), if applicable, complete such Alterations in accordance with plans and specifications approved by Landlord. Tenant shall not employ any unfit person or anyone not

skilled in the job he is performing and, if applicable, Tenant shall name Landlord a party beneficiary in the above mentioned insurance. Tenant shall be directly responsible for any and all damages resulting from any violation of the terms of this Section, and Tenant shall be responsible for reimbursing Landlord for any repairs and restoration required in connection with any Tenant Alterations. Tenant shall not be permitted to make any Alterations to the exterior of the demised premises.

54. Plans and Specifications. In connection with any Alterations with respect to which (a) Landlord's prior consent is required pursuant to this Article, or (b) the preparation of plans and specifications is customary, Tenant shall (i) prepare, at its sole cost and expense, complete plans and specifications for all such Alterations, (ii) have such plans and specifications signed and sealed by Tenant's licensed architect, (iii) submit such signed and sealed plans and specifications to Landlord or Landlord's designated representative for approval prior to commencement of any Alterations, and, if prior to Tenant's opening for business, in sufficient time to permit approval by Landlord so that any such Alterations may be completed on or before the rent commencement date, and (iv) except with respect to Tenant's Initial Alterations, submit payment to Landlord in the amount of Seven Hundred Fifty Dollars (\$750.00) for the review of Tenant's plans and specifications (the "Plan Review Fee"). The Plan review Fee shall increase to One Thousand Dollars (\$1,000.00) after the fifth lease year. In the event Tenant fails to follow the foregoing terms pertaining to the submission of plans and specifications, Landlord upon ten (10) days notice to Tenant, shall have the right to cancel this lease or subject Tenant to payment of damages. Approval of plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency or conformity with any laws. Tenant shall be solely responsible for such plans and specifications.

55. Construction Liens. Tenant shall not permit any mechanic's, laborer's, materialman's, contractor's or subcontractor's lien to be filed against the demised premises for labor or materials and shall indemnify and hold Landlord, its agents, employees, independent contractors, officers, trustees, partners, and shareholders, and the demised premises harmless from any liability, cost or expense from such liens. However, if any mechanic's, laborer's, materialman's, contractor's, or subcontractor's lien is filed against the demised premises, Tenant shall cause it to be discharged of record within ten (10) days after receiving notice that such lien has been filed, unless Tenant determines in good faith to contest the amount or validity of the claim, in which event Tenant shall provide a bond to remove such lien from the demised premises and proceed to contest any such claim. If Tenant fails to discharge the lien or provide such a bond to remove it from the demised premises within ten (10) days as aforesaid, then, in addition to any other right or remedy that Landlord may have hereunder, at law, or in equity, Landlord may discharge the lien by any mode allowed by laws, in which event all of Landlord's costs and expenses, including attorney's fees, in procuring the discharge of such lien shall be paid by Tenant to Landlord on demand with interest thereon at the prime rate (as announced by The Bank of New York Mellon from time to time as its "Prime Rate") plus six percent (6%) (the "Lease Rate"). In the event Tenant is performing any work in the demised premises which is subject to a lien by a contractor or materialman and the laws of the state in which the demised premises is located provide for the filing of a lien waiver or no lien stipulation which would prevent a lien from being filed by a contractor or materialman, then, prior to the commencement of any work, Tenant shall file such lien waiver or no lien stipulation (executed by Tenant, as owner and Tenant's contractor) in the proper recording office of the appropriate political subdivision and furnish Landlord with a copy of the filing receipt therefore. Nothing contained in this lease shall be deemed or construed in any way as constituting the consent or request of Landlord to any contractor, subcontractor, laborer, or materialman for the specific performance of any labor or the furnishing of any materials or equipment for any specific

improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against the demised premises or shopping center.

56. Tenant's Trade Fixtures. All trade fixtures, signs and other personal property (as distinguished from leasehold improvements) owned by Tenant and located in, upon, or about the demised premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term, provided Tenant shall not at such time be in default of any terms of this lease (regardless of any applicable period of notice and cure), and provided further that Tenant shall promptly repair any damage to the demised premises caused by the removal of said trade fixtures, signs, or other personal property. Landlord shall have the benefit of any applicable lien on Tenant's trade fixtures, signs and other personal property located in, upon, or about the demised premises as may be permitted under the laws of the state in which the demised premises is located, and Landlord may file one (1) or more UCC financing statements in connection with any such lien and renew the same when appropriate. If Tenant is in default at any time of any of the terms this lease (regardless of any applicable period of notice and cure), Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. Any of Tenant's trade fixtures, signs and other personal property not removed by Tenant upon the expiration or other termination of this Lease may be construed by Landlord as abandoned by Tenant, or Landlord may order Tenant to remove said items, or Landlord may have the same removed and/or stored at Tenant's expense. If Tenant shall not pay the costs of removing and storing any such property after it has been stored for a period of thirty (30) days or more, together with a sum equal to fifteen percent (15%) of said costs for Landlord's overhead and administrative costs, Landlord may, at its option, sell, or permit to be sold, any or all such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to Tenant, unless notice is required under laws, and shall apply the proceeds of such sale: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for removing and storing any such property; third, to the payment of any other sum of money which may then be or thereafter become due Landlord from Tenant under any terms hereof; and fourth, the balance, if any, to Tenant.

57. Intentionally omitted.

58. Intentionally omitted.

59. Intentionally omitted.

60. Mortgagee's Approval. If any mortgagee of the subject premises requires any modification of the terms of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefore, provided said request is made at least thirty (30) days prior to tendering of possession. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the terms of this lease relating to: the amount of rent or other charges reserved herein; the size and/or location of the demised premises; the duration and/or the Commencement Date of the Lease Term; or reducing

the improvements to be made by Landlord (if any) to the demised premises prior to delivery of possession.

61. Tenant Covenants. Tenant shall throughout the Lease Term (i) keep the demised premises used by Tenant in a neat, clean, safe and sanitary condition free from waste, offensive odors; (ii) not allow the demised premises, or any part thereof, to be used by anyone else or for any other business or purpose than that specifically defined and permitted by this lease; (iii) not permit the demised premises to be used in any way which will injure the reputation of, be a nuisance, annoyance, or do damage to the other tenants of the subject premises or Landlord; (iv) conduct its business in a reputable manner and in keeping with good practices as established in the trade; (v) keep all queues and crowds outside the premises orderly and under control and follow Landlord's other reasonable directions with respect thereto; (vi) deliver, load and unload merchandise at such times and through such entrances designated by Landlord for such purposes; (vii) not obstruct driveways, walkways, roadways, exits and entrances in, to, from and thru the Common Areas; (viii) keep the Common Areas of the subject premises (including, but not limited to, the parking areas) free from equipment or debris; (ix) keep the demised premises and the sidewalks adjoining the demised premises free and clear of all rubbish, garbage, or trash; (x) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business and fixtures, and pay when due all fees of a similar nature; (xi) observe all restrictive covenants of record which are applicable to the demised premises, provided the same do not substantially and permanently interfere with Tenant's operation of its business for Permitted Use from the demised premises; (xii) not use the parking areas or sidewalks or any space outside the demised premises for display, sale, storage, or any other similar undertaking; (xiii) there shall be no designated parking for the Lessee, its invitees or licensees; (xiv) not use any advertising medium or sound devices inside the demised premises which may be heard outside the demised premises, or permit any objectionable odors to emanate from the demised premises; (xv) Intentionally omitted; (xvi) not conduct any auction, going out of business sale, moving sale, liquidation sale, distress sale, fire sale, bankruptcy sale, or similar sale (whether real or fictitious); (xvii) not use or permit the use of any part of the demised premises for the operation of amusement, electronic or video machines, games, or devices; (xviii) not allow the sale or offering of any lottery or raffle tickets, or permit any form of games of chance or gambling; (xix) not erect any air conditioning, or ventilation equipment (except solely as required in connection with Tenant's repair, maintenance and/or replacement of the HVAC unit(s) serving the demised premises) or any antenna on the roof or outside of the demised premises; (xx) not interfere with the communications configurations, communication frequencies, or types of communication equipment existing at the subject premises as of the Commencement Date; (xxi) not place any unprofessional signs on the windows of the demised premises; (xxii) Intentionally omitted; (xxiii) not use the demised premises in a manner which will create hazardous conditions; (xxiv) not display or sell any goods containing portrayals which are lewd, graphically violent, or pornographic; and (xxv) not offer any goods or services which Landlord, in its reasonable discretion, determines to be inconsistent with the image of a first-class premises. If Tenant fails to comply with any of the terms of this Section, following reasonable notice to Tenant (except in the case of an emergency, in which case no notice shall be required), Landlord shall have the right (but not the obligation) to take such actions as Tenant is obligated to take but has failed to take. The costs and expenses of such actions taken by Landlord shall be chargeable to Tenant, together with a sum equal to fifteen percent (15%) of said costs for Landlord's overhead and administrative costs, and shall be due and payable within ten (10) days after billing. It is understood and agreed that nothing in this Section shall be construed to permit the use or occupation of the demised premises for any use(s) other than the Permitted Use.


62. Trash. Tenant shall be solely responsible for the placing of all trash and garbage in containers that Landlord shall provide for such purpose

63. Lessee shall be required to obtain prior written consent of Lessor for use of premises by any other/third party entity for any purpose.

64. Lessee shall provide Lessor with a written schedule of all events and/or services provided by Lessee including regularly scheduled events and services at least ten (10) days in advance of such events or commencement of such services. In addition, Lessee shall provide Lessor with written notice of cancellation of any event or service that is cancelled as soon as practicable.

PEEKSKILL HOUSING AUTHORITY


By:



P. Holden Croslan,
Executive Director, Lessor

WESTCHESTER COMMUNITY
OPPORTUNITY PROGRAM, INC.

By:


Donnovan Beckford

Executive Director, Lessee

DRAFT

GRIEVANCE PROCEDURE

Of

THE PEEKSKILL HOUSING AUTHORITY

1. Definitions applicable to the Grievance Procedure

- (a) **Grievance:** Any dispute which Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's Lease or PHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
- (b) **Complainant:** Any Tenant (as defined below) whose grievance is presented to PHA (at the central office or the project office) in accordance with the requirements presented in this procedure.
- (c) **Elements of due process;** An eviction action or a termination of tenancy in a State of local court in which the following procedural safeguards are required:
 - (1) Adequate notice to Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of Tenant to be represented by counsel;
 - (3) Opportunity for Tenant to refute the evidence presented by PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which Tenant may have;
 - (4) A decision on the merits.
- (d) **Hearing Officer:** A person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
- (e) **Hearing Panel:** A three (3) member panel selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
- (f) **Tenant:** The adult person (or persons) (other than a live-in aide): (1) Who resides in the unit, and who executed the Lease with PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of Tenant's family residing in the dwelling unit;
- (g) **Resident Organization:** An organization of residents, which also includes a resident management corporation.

2. Applicability of This Grievance Procedure

In accordance with the applicable Federal regulations this grievance procedure shall be applicable to all individual grievances (as defined in Section 1 above) between Tenant and PHA with the following two (2) exceptions:

- (a) Because HUD has issued a due process determination that the law of the State of New York requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section 1 above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of PHA, or
 - (2) Any drug-related criminal activity on or near such premises.
- (b) PHA grievance procedure shall not be applicable to disputes between tenants not involving PHA or to class grievances. The grievance procedure is not intended as a forum for imitating or negotiating policy changes between a group or groups of tenants and PHA's Board of Commissioners.

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant.

Any changes proposed in this grievance procedure must provide for at least thirty (30) days-notice to tenants, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by PHA before any revisions are made to the grievance procedure.

3. Informal Settlement of a Grievance

Any grievance must be personally presented, in writing, to PHA's office within ten (10) days after the grievable event. Grievances received by PHA's office will be referred to the appropriate staff.

As soon as the grievance is received, it will be reviewed by the management office to be certain that neither of the exclusions in paragraph 2 above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to PHA'S grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten (10) working days to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the office person designated will attempt to settle the grievance to the satisfaction of both parties.

Within twenty (20) working days following the informal discussion, PHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

4. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at the informal hearing, the complainant must submit a written request for a hearing to the PHA office no later than ten (10) working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.

The written request shall specify:

- (a) The reasons for the grievance; and
- (b) The action or relief sought from PHA.

If the complainant requests a hearing in a timely manner, PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and the Hearing Officer, but in no case later than thirty (30) working days after the PHA received the complainant's request.

If the complainant fails to request a hearing within ten (10) working days after receiving the summary of the informal hearing, PHA's decision rendered at the informal hearing becomes final and PHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest PHA's decision in court hearing.

5. Selecting Hearing Panel

A grievance hearing shall be conducted by an impartial person appointed by PHA as described below:

- (a) PHA shall nominate a slate of impartial persons to sit as Hearing Officers. Such persons may include PHA Board Members, PHA staff members, residents, or others. The initial slate of nominees should be at least nine (9) persons.

PHA will check with each nominee to determine whether there is an interest in serving as a potential Hearing Officer, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of projects in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as Hearing Officers or whose time is too limited to make service practical will be withdrawn.

- (b) A slate of potential Hearing Officers nominated by PHA shall be submitted to PHA's tenants. Written comments from them shall be considered by PHA before the nominees are appointed as Hearing Officers.
- (c) When the comments from have been received and considered, the nominees will be informed that they are PHA's official grievance hearing committee. PHA will subsequently contact committee members in random order to request their participation as Hearing Officers.

6. Escrow Deposit Required for a Hearing Involving Rent

Before a hearing is scheduled in any grievance involving the amount of rent which PHA claims is due under the Lease, the complainant shall pay to PHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. This requirement will not be waived by PHA.

7. Scheduling Hearings

When a complainant submits a timely request for a grievance hearing, PHA will immediately contact a member of the hearing committee to schedule the hearing within the following thirty (30) working days.

Once the Hearing Officer has agreed upon the hearing date and time, the complainant, PHA and Hearing Officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

8. Procedures Governing the Hearing

The hearing shall be held before a Hearing Officer as described above in Section 7. The complainant shall be afforded a fair hearing, which shall include:

- (a) The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.
Tenant shall be allowed to copy any such document at Tenant's expense. If PHA does not make the document available for examination upon request by the complainant, PHA may not rely on such document at the grievance hearing.
- (b) The right to be represented by counsel or other person chosen as Tenant's representative and to have such person make statements on Tenant's behalf.
- (c) The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of Tenant's complaint to controvert evidence relied on by PHA, and to confront and cross-examine all witnesses upon whose testimony or information PHA relies: and
- (d) A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

At the hearing, the complainant must first make showing of an entitlement to the relief sought and, thereafter, PHA must sustain the burden of justifying PHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer shall require PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or PHA may arrange in advance, and at expense of the party making the arrangement for a recording of the hearing.

If a Hearing Officer fails to disqualify himself/herself as required in Section 5(a), PHA will remove the Officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new Hearing Officer.

9. Failure to Appear at the Hearing

If the complainant or PHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed ten (10) business days, or may make a determination that the party has waived his/her right to a hearing.

Both the complainant and PHA shall be notified of the determination by the Hearing Officer; provided, that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest PHA's disposition of the grievance in court.

10. Decision of the Hearing Officer

The Hearing Officer shall prepare a written decision, together with the reasons for the decision within thirty (30) working days after the hearing. A copy of the decision shall be sent to the complainant and PHA.

PHA shall retain a copy of the decision in Tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by PHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless PHA's Board of Commissioners determines within thirty (30) working days, and promptly notifies the complainant of its determination, that:

- (a) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's Lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- (b) The decision of the Hearing Officer is contrary to applicable-Federal, State or local law, HUD regulations, or requirements of the annual contribution contract between HUD and PHA.
- (c) A decision by the Hearing Officer or Board of Commissioners in favor of PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

PEEKSKILL HOUSING AUTHORITY



P. Holden Croslan
Executive Director

807 Main Street
Peekskill, New York 10566
Phone: 914-739-1700
Fax: 914-739-1787

May 2021

To: PHA Residents
From: Peekskill Housing Authority

PHA HEARING OFFICERS

Grievance hearings are conducted by an impartial person or committee appointed by the Housing Authority. The following list of prospective Hearing Officers is provided for your comments and/or recommendations. Please submit comments and recommendations before close of business _____. Suggestions and comments submitted after close of business on _____ will not be considered and hearing officers will be selected notwithstanding any failure to timely submit suggestions and comments. Timely submitted suggestions and comments will be considered before Board approval. The appointment term for Hearing Officers is _____ to _____.

If you are interested in being a Hearing Officer, please contact the PHA office immediately.

Proposed Hearing Officers:

Peekskill Housing Authority Commissioners

Luis Segarra, Chairman
Alexandra Hanson, Vice Chair
Dwight Douglas, Commissioner
Kimm McNeil, Commissioner
Jacqueline Simpkins, Commissioner
Duane Timms, Tenant Commissioner

Peekskill Housing Authority Staff

Janneyn Phalen,, Assistant Director
Dalerie Beard, Tenant Relations Assistant

Tenant

Rochelle Bonner

Thank You

SPECIAL SERVICES FOR MICE

9 UNITS | WORK SCHEDULED TO START MARCH 24, 2021

BEFORE WORK STARTED

3/22/2021 Management contacted 8 tenants at by phone or email.

3/24/2021 Maintenance hand delivered notices of "special services for mice" to all 8 tenants reiterating unit strategies, date work would start, help and responsibilities needed from tenants to make sure this strategy eliminate their mouse problems. One of the nine units is vacant and is being addressed aggressively.

AFTER WORK IS COMPLETED

Management scheduled follow-up home visits with each tenant to discuss progress since the work was completed. 3 scheduled for 4/8/21. Two followed housekeeping standards and happily reported no evidence of mice since the maintenance work. One was unavailable and re-scheduled.

HELP FROM TENANTS

Management explained the following responsibilities to 8 tenants in writing and 6 by phone as well as in writing.

"To make this strategy work, we need your help in doing the following"

1. Keeping your front/rear door closed at all times.
2. Do not leave food out in any rooms inside of unit.
3. Take out your garbage daily, and don't put food into your garbage can inside your unit.
4. Do not leave open cooking grease containers on the top of your stove.
5. Do not put food outside of your unit to feed stray cats.
6. Keep your unit clean and sanitized (reminder of PHA housekeeping standards).

The 6 tenants that were contacted by phone were in agreement with management to help by complying with all tenant responsibilities requested of them.

MAINTENANCE UNIT STRATIGIES

Will consist of sealing holes, caulking, replacing, repairing and placing in the following areas:

- common structural entry points
- foundation vents
- front/back doors
- cellar doors
- dryer vents
- cracked cinder blocks
- holes in units
- repellants for mice
- bad screens

WORK COMPLETED BY MAINTENANCE – ONE UNIT

3/24/21

- Removed all kitchen counter tops and replaced with new.
- Removed all kitchen cabinets, installed scratch proof board behind the cabinets to seal all holes and stop mice from scratching their way into the unit.
- Reinstalled all cabinets.
- Set two live mouse traps in the unit; mice can get in the traps but not out.

4/2/21

- Painted the kitchen back splash

*****ALL WORK COMPLETED IN THE UNIT AS OF 4/2/21.**

WORK COMPLETED BY MAINTENANCE – TWO BLDGS

3/25/21

- Exterior of 2 Bldgs. - Sealed all back doors with caulk and installed wood trim around 3 doors.
- Installed silicone around Bilco cellar doors that provides entry under buildings.
- Sealed all holes under building with mortar and foam where needed, Including holes in the foundation.
- Distributed repellent under building.

WORK COMPLETED BY MAINTENANCE – UNIT

3/26/21

- Removed all cabinets.
- Installed fiber board behind all cabinets to seal all holes.
- Reinstalled cabinets.
- Removed counter tops and reinstalled them.
- Set 2 live mouse traps in the unit.

*****ALL WORK COMPLETED IN UNIT AS OF 3/26/21.**

WORK COMPLETED BY MAINTENANCE – TWO BLDGS, TWO UNITS

3/30/21

- Measured counter tops in a unit.

***** Note.** Tenant did not have kitchen counters cleared off as she stated. Management had to call tenant and reschedule to another day to address the work.

- Bldg. - Sealed all holes under building with mortar and foam, Including holes in foundation.
- Bldg. - Put repellent under building.

- Sealed around dryer vent cap with caulk in unit.

3/31/21

- Maintenance removed counter tops for unit.
- Bldg. - Sealed all holes under building with mortar and foam, including holes in foundation.
- Bldg. - Distributed repellent under building.
- Unblocked all vents under building for improved ventilation.
- Purchased and installed a fan for improved under building ventilation.

4/1/21

- Removed counter tops in unit.
- Sealed holes with sheet metal.
- Installed new counter tops.
- Installed extension boxes on outlets in kitchen.
- Started patching holes in the walls.
- Set 2 live mouse traps in the unit.

4/2/21

- Installed a window seal in the kitchen of unit 24-A.
- Replaced a valve in the stove.
- Put second coat of spackle on back splash in the kitchen.

4/5/21

- Spackled, sanded, caulked and painted kitchen back splash in unit.

*****ALL WORK COMPLETED IN UNIT AS OF 4/5/21.**

*****ALL WORK COMPLETED IN A BLDG AND TWO UNITS**

WORK COMPLETED BY MAINTENANCE – 2 UNITS

4/5/21

- Filled one hole in the upstairs closet of unit.
- Set 2 live mouse traps in a unit.
- Set 2 live mouse traps in a unit.

4/6/2021

- Removed all cabinets in kitchen.
- Installed fiber board behind all cabinets to seal up all holes.
- Installed metal boards behind the cabinets.
- Reinstalled all the kitchen cabinets.
- Checked for holes in unit (no other holes found).
- Set 3 live mouse traps in the unit, mice can get in the traps but not out.

PREPARED BY D. BEARD



P. Holden Croslan
Executive Director

807 Main Street
Peekskill, New York 10566
Phone: 914-739-1700
Fax: 914-739-1787

FINANCIAL

TABLE OF CONTENTS

1. Year to date financial statement- Operating
2. Monthly financial statement- Operating
3. Balance Sheet
4. Profit and Loss-Operating

Peekskill Housing Authority
Summary Operating Statement - Budget and Actual
Twelve Months Ended March 31, 2021

| | Prior Year Year-to-Date Actual | Annual Budget (Dollars) | Annual Budget (PUM) | Year-to-Date Budget | Year-to-Date Actual | Variance - Favorable (Unfavorable) |
|--------------------------------------------------|--------------------------------------|-------------------------------|---------------------------|------------------------|------------------------|------------------------------------------|
| Revenue | | | | | | |
| Operating Receipts | | | | | | |
| Dwelling Rentals | 1,652,090 | 1,680,000 | 512.82 | 1,680,000 | 1,611,067 | (68,933) |
| Nondwelling Rent | 22,020 | 22,320 | 6.81 | 22,320 | 21,844 | (476) |
| Interest Income | 785 | 800 | 0.24 | 800 | 75 | (725) |
| Other Income | 102,071 | 100,000 | 30.53 | 100,000 | 87,047 | (12,953) |
| HUD Operating Subsidy | 1,333,074 | 1,335,000 | 407.51 | 1,335,000 | 1,450,294 | 115,294 |
| CFP Operations Subsidy | 146,000 | 140,000 | 42.74 | 140,000 | 184,448 | 44,448 |
| Total Operating Receipts - Including HUD Contril | 3,256,040 | 3,278,120 | 1,000.65 | 3,278,120 | 3,354,775 | 76,655 |
| Expenses | | | | | | |
| Operating Expenditures | | | | | | |
| Administrative: | | | | | | |
| Administrative Salaries | 352,665 | 380,857 | 116.26 | 380,857 | 392,205 | (11,348) |
| Legal Expense | 56,414 | 43,000 | 13.13 | 43,000 | 49,647 | (6,647) |
| Training | 879 | 1,000 | 0.31 | 1,000 | 0 | 1,000 |
| Travel | 0 | 0 | 0.00 | 0 | 0 | 0 |
| Accounting Fees | 0 | 0 | 0.00 | 0 | 0 | 0 |
| Auditing Fees | 8,860 | 8,860 | 2.70 | 8,860 | 0 | 8,860 |
| Telephone, Office Supplies, Miscellaneous | 80,020 | 79,795 | 24.36 | 79,795 | 72,457 | 7,338 |
| Total Administrative Expenses | 498,838 | 513,512 | 156.75 | 513,512 | 514,309 | (797) |
| Tenant Services: | | | | | | |
| Contracts | 0 | 0 | 0.00 | 0 | 0 | 0 |
| Recreation | 8,937 | 10,000 | 3.05 | 10,000 | 5,409 | 4,591 |
| Total Tenant Services Expenses | 8,937 | 10,000 | 3.05 | 10,000 | 5,409 | 4,591 |
| Utilities: | | | | | | |
| Water/Sewer | 247,599 | 232,000 | 70.82 | 232,000 | 272,732 | (40,732) |
| Electricity | 158,184 | 185,000 | 56.47 | 185,000 | 168,398 | 16,602 |
| Gas | 136,834 | 160,000 | 48.84 | 160,000 | 145,831 | 14,169 |
| Fuel | 7,120 | 170,000 | 51.89 | 170,000 | 120,005 | 49,995 |
| Total Utilities Expenses | 549,737 | 747,000 | 228.02 | 747,000 | 706,966 | 40,034 |
| Ordinary Maintenance & Operation: | | | | | | |
| Labor-Maintenance | 673,355 | 592,391 | 180.83 | 592,391 | 540,025 | 52,366 |
| Materials - Maintenance | 119,005 | 115,000 | 35.10 | 115,000 | 130,549 | (15,549) |
| Maint Contract Costs | 426,151 | 331,540 | 101.20 | 331,540 | 252,190 | 79,350 |
| Total Maintenance Expenses | 1,218,511 | 1,038,931 | 317.13 | 1,038,931 | 922,764 | 116,167 |
| Protective Services: | | | | | | |
| Contracts | 197,899 | 205,000 | 62.58 | 205,000 | 18,372 | 186,628 |
| Total Protective Services | 197,899 | 205,000 | 62.58 | 205,000 | 18,372 | 186,628 |
| General Expense: | | | | | | |
| Insurance | 227,925 | 238,800 | 72.89 | 238,800 | 246,630 | (7,830) |
| Payments in Lieu of Taxes | 0 | 95,530 | 29.16 | 95,530 | 89,928 | 5,602 |
| Employee Benefit Contributions | 459,685 | 526,006 | 160.56 | 526,006 | 503,265 | 22,741 |
| Collection Losses | 67,005 | 60,000 | 18.32 | 60,000 | (78) | 60,078 |
| Total General Expenses | 754,615 | 920,336 | 280.93 | 920,336 | 839,745 | 80,591 |
| Nonroutine Items: | | | | | | |
| Extraordinary Items | 99,900 | 0 | 0.00 | 0 | 0 | 0 |
| Total Operating Expenses | 3,328,437 | 3,434,779 | 1,048 | 3,434,779 | 3,007,565 | 427,214 |
| Net Income/(Loss) | (72,397) | (156,659) | (47.82) | (156,659) | 347,210 | 503,869 |

Peekskill Housing Authority
Summary Operating Statement - Monthly Budget and Actual
March 2021

| | Prior Year Month Actual | Annual Monthly Budget (Dollars) | Monthly Actual | Variance - Favorable (Unfavorable) |
|---------------------------------------------------------|-------------------------------|------------------------------------------|-------------------|------------------------------------------|
| Revenue | | | | |
| Operating Receipts | | | | |
| Dwelling Rentals | 139,516 | 140,000 | 134,720 | (5,280) |
| Excess Utilities | 0 | 0 | 0 | 0 |
| Nondwelling Rent | 1,935 | 1,860 | 1,474 | (386) |
| Interest Income | 36 | 67 | 8 | (59) |
| Other Income | 13,617 | 8,333 | 3,504 | (4,829) |
| HUD Operating Subsidy | 37,576 | 111,250 | 129,389 | 18,139 |
| CFP Operations Subsidy | 146,000 | 11,667 | 165,000 | 153,333 |
| Total Operating Receipts - Including HUD Contril | 338,680 | 273,177 | 434,095 | 160,918 |
| Expenses | | | | |
| Operating Expenditures | | | | |
| Administrative: | | | | |
| Administrative Salaries | 35,286 | 31,738 | 34,192 | (2,454) |
| Legal Expense | 7,441 | 3,583 | 1,305 | 2,278 |
| Training | 750 | 83 | 0 | 83 |
| Travel | 0 | 0 | 0 | 0 |
| Accounting Fees | 0 | 0 | 0 | 0 |
| Auditing Fees | 0 | 738 | 0 | 738 |
| Telephone, Office Supplies, Miscellaneous | 8,220 | 6,650 | 10,233 | (3,583) |
| Total Administrative Expenses | 51,697 | 42,793 | 45,730 | (2,937) |
| Tenant Services: | | | | |
| Contracts | 0 | 0 | 0 | 0 |
| Recreation | 0 | 833 | 0 | 833 |
| | 0 | 833 | 0 | 833 |
| Utilities: | | | | |
| Water/Sewer | 13,374 | 19,333 | 0 | 19,333 |
| Electricity | 10,015 | 15,417 | 15,791 | (374) |
| Gas | 18,430 | 13,333 | 26,658 | (13,325) |
| Fuel | 13,183 | 14,167 | 44,633 | (30,466) |
| Total Utilities Expenses | 55,002 | 62,250 | 87,082 | (24,832) |
| Ordinary Maintenance & Operation: | | | | |
| Labor-Maintenance | 44,428 | 49,367 | 40,483 | 8,884 |
| Materials - Maintenance | 15,307 | 9,583 | 22,927 | (13,344) |
| Maint Contract Costs | 29,544 | 27,628 | 79,448 | (51,820) |
| Total Maintenance Expenses | 89,279 | 86,578 | 142,858 | (56,280) |
| Protective Services: | | | | |
| Labor | 16,894 | 0 | 0 | 0 |
| Contracts | 0 | 17,083 | 0 | 17,083 |
| Total Protective Services | 16,894 | 17,083 | 0 | 17,083 |
| General Expense: | | | | |
| Insurance | 2,312 | 19,900 | 2,504 | 17,396 |
| Payments in Lieu of Taxes | 13,371 | 7,961 | 0 | 7,961 |
| Employee Benefit Contributions | 19,271 | 43,835 | 33,560 | 10,275 |
| Collection Losses | 69,681 | 5,000 | (195) | 5,195 |
| Total General Expenses | 104,635 | 76,696 | 35,869 | 40,827 |
| Nonroutine Maintenance: | | | | |
| Extra Ordinary Maintenance and Equipment | 0 | 0 | 0 | 0 |
| Total Operating Expenses | 317,507 | 286,232 | 311,539 | (25,307) |
| Net Income/(Loss) | 21,173 | (13,055) | 122,556 | 135,611 |

Peekskill Housing Authority
Balance Sheet
 As of April 3, 2021

| | <u>Apr 3, 21</u> |
|----------------------------------------|----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1111.2 Cash - Operating Account | 313,490.84 |
| 1111.5 Cash - Payroll Account | 49,670.31 |
| 1112 Chase - Nonfederal | 609,547.39 |
| 1114 Security Deposit Fund | 75,343.20 |
| 1117 Petty Cash Fund | 1,000.00 |
| Total Checking/Savings | <u>1,049,051.74</u> |
| Other Current Assets | |
| 1122 TAR | 344,764.39 |
| 1122.1 Vacated TAR | 48,437.67 |
| 1123 Allowance for Doubt. Accts | -203,437.67 |
| 1125 AR HUD | 20,800.03 |
| 1211 Prepaid Insurance | 43,245.25 |
| 1260 Material Inventory | 37,414.32 |
| 1261 Obsolete Inventory | -1,351.64 |
| 1290 Deferred Charges | 1,889.93 |
| Total Other Current Assets | <u>291,762.28</u> |
| Total Current Assets | <u>1,340,814.02</u> |
| Fixed Assets | |
| 1400.10 Leasehold Improvements | 3,318,689.76 |
| 1400.12 Building Improvements | 2,826,518.82 |
| 1400.3 CFP Unallocated | 70,645.98 |
| 1400.5 Accumulated Depreciation | -21,699,290.81 |
| 1400.6 Land | 131,611.00 |
| 1400.7 Buildings | 20,428,882.13 |
| 1400.8 Equipment - Dwellings | 2,272.00 |
| 1400.9 Equipment - Admin | 911,327.67 |
| Total Fixed Assets | <u>5,990,656.55</u> |
| Other Assets | |
| 1420 Deferred Outflow of Resour | 144,030.00 |
| Total Other Assets | <u>144,030.00</u> |
| TOTAL ASSETS | <u><u>7,475,500.57</u></u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| 2111 Accounts Payable | 77,171.49 |
| 2114 Tenant Security Deposits | 77,927.49 |
| 2117.2 NY State W/H | -1,751.17 |
| 2117.4 FICA Payable | -164.10 |
| 2135 Accrued Payroll | 34,975.05 |
| 2136 Accrued Pension | 20,618.00 |
| 2138 Accrued Comp. Absences | 73,077.35 |
| 2240 Tenant Prepaid Rents | 10,605.72 |
| 2400 Payroll Liabilities | 14,293.76 |
| Total Other Current Liabilities | <u>306,753.59</u> |
| Total Current Liabilities | 306,753.59 |

7:06 PM

04/03/21

Accrual Basis

Peekskill Housing Authority
Balance Sheet
As of April 3, 2021

| | <u>Apr 3, 21</u> |
|---------------------------------------|---------------------|
| Long Term Liabilities | |
| 2134 Acrued OPEB | 6,779,002.00 |
| 2140 Net Pension Liability | 152,273.00 |
| 2400 Deferred Inflow of Resourc | 85,188.00 |
| | <hr/> |
| Total Long Term Liabilities | 7,016,463.00 |
| | <hr/> |
| Total Liabilities | 7,323,216.59 |
| | <hr/> |
| Equity | |
| 2803 Invested in Capital Assets | 6,267,274.55 |
| 2807 Unrestricted Net Assets | -4,543,394.57 |
| 32000 · Retained Earnings | -1,510,325.69 |
| Net Income | -61,270.31 |
| | <hr/> |
| Total Equity | 152,283.98 |
| | <hr/> |
| TOTAL LIABILITIES & EQUITY | 7,475,500.57 |
| | <hr/> <hr/> |

7:05 PM

04/03/21

Accrual Basis

Peekskill Housing Authority
Profit & Loss
 April 2020 through March 2021

| | Apr '20 - Mar 21 |
|--------------------------------------|---------------------|
| Ordinary Income/Expense | |
| Income | |
| 3110 Dwelling Rental | |
| 3110.1 Bohlmann Towers | 803,063.83 |
| 3110.2 Dunbar Heights | 573,284.30 |
| 3110.4 Turnkey | 234,719.00 |
| Total 3110 Dwelling Rental | 1,611,067.13 |
| 3190 Nondwelling Rental | |
| 3190.1 Bohlmann Towers | 9,768.87 |
| 3190.2 Dunbar Heights | 9,570.00 |
| 3190.4 Turnkey | 2,505.00 |
| Total 3190 Nondwelling Rental | 21,843.87 |
| 3610 Interest on Gen. Fund Inv. | 75.25 |
| 3690 Other Income | |
| 3690.1 Laundry Room Income | 30,773.52 |
| 3690.2 CAP Office Rent | 10,800.00 |
| 3690.3 Health Center Rent | 8,881.92 |
| 3690.4 Verizon Commission | 1,619.11 |
| 3690.6 Late Fees | |
| Bohlmann Towers | -14.10 |
| Dunbar Heights | -300.10 |
| Turnkey | -2.50 |
| Total 3690.6 Late Fees | -316.70 |
| 3690.7 Keycard BT | 275.00 |
| 3690.8 Work Orders | |
| Bohlmann Towers | 2,099.34 |
| Dunbar Heights | 1,015.00 |
| Turnkey | 259.00 |
| Total 3690.8 Work Orders | 3,373.34 |
| 3690.9 AC - BT | 9,325.00 |
| 3690.9 Ac - TK | 3,030.00 |
| 3690 Other Income - Other | 19,285.47 |
| Total 3690 Other Income | 87,046.66 |
| 8020 Operating Subsidy | |
| 8020.1 AMP 1 | 673,382.06 |
| 8020.2 AMP2 | 669,245.75 |
| 8020.3 - AMP1 COVID | 51,034.94 |
| 8020.4 - AMP2 COVID | 56,631.25 |
| Total 8020 Operating Subsidy | 1,450,294.00 |
| Total Income | 3,170,326.91 |
| Expense | |
| 4110 Administrative Salaries | 392,204.70 |
| 4130 Legal Expense | 49,647.26 |
| 4190.2 Membership Dues & Fees | 2,432.42 |
| 4190.3 Telephone | 4,544.84 |
| 4190.4 Collection Fees/Court Co | 690.00 |
| 4190.5 Forms, Station. & Office | 27,526.38 |
| 4190.6 All Other Sundry | 17,852.89 |
| 4190.7 Admin. Service Contracts | 16,910.88 |
| 4190.8 Bank Fees | 2,500.00 |
| 4220.01 Other Tenant Services | 5,408.52 |
| 4310 Water & Sewer | 234,428.04 |
| 4310.9 Sewer Taxes | 38,303.66 |
| 4320 Electricity | 168,398.09 |
| 4330 Gas | 138,866.98 |
| 4335 Propane | 6,963.67 |

7:05 PM
04/03/21
Accrual Basis

Peekskill Housing Authority
Profit & Loss
April 2020 through March 2021

| | <u>Apr '20 - Mar 21</u> |
|------------------------------------|-------------------------|
| 4340 Fuel | 120,005.16 |
| 4410 Labor | 540,024.93 |
| 4420 Materials | |
| 4420.01 Supplies - Grounds | 109,051.97 |
| 4420.10 Materials - COVID | 15,190.71 |
| 4420 Materials - Other | 6,306.56 |
| Total 4420 Materials | 130,549.24 |
| 4430.1 Garbage & Trash Removal | 87,415.00 |
| 4430.10 Alarm/Extinguish Contra | 3,662.87 |
| 4430.11 Routine Maint Contracts | 11,879.64 |
| 4430.12 Other Maint Contracts | 44,224.60 |
| 4430.2 Heating & Cooling Contra | 10,553.20 |
| 4430.4 Elevator Contracts | 10,088.44 |
| 4430.5 Landscaping Contracts | 23,050.00 |
| 4430.6 Unit Turnaround Contract | 31,960.00 |
| 4430.8 Plumbing Contracts | 500.00 |
| 4430.9 Exterminating Contracts | 28,855.89 |
| 4480 Contract Costs - Security | 17,622.00 |
| 4481 Security Camera Expense | 750.00 |
| 4510.1 Insurance - Property | 81,733.87 |
| 4510.2 Insurance - Liability | 132,070.66 |
| 4510.3 Insurance - WC | 28,276.52 |
| 4510.4 Insurance - Other | 4,548.00 |
| 4540.1 Employee Ben - Admin | 179,066.18 |
| 4540.2 Employee Ben - Maint | 323,030.27 |
| 4540.3 Employee Ben - Utilities | 1,169.31 |
| 4570 Collection Losses | -77.50 |
| 66900 Reconciliation Discrepancies | -36.00 |
| Total Expense | 2,917,600.61 |
| Net Ordinary Income | 252,726.30 |
| Other Income/Expense | |
| Other Income | |
| 8029.48 Capital Fund Grant 2018 | 30,448.00 |
| 8029.49 Capital Fund Grant 2019 | 154,000.00 |
| 8029.50 Capital Fund Grant 2020 | 165,000.00 |
| Total Other Income | 349,448.00 |
| Net Other Income | 349,448.00 |
| Net Income | 602,174.30 |

**PEEKSKILL HOUSING AUTHORITY
RESOLUTION APPROVING THE
PAYMENT OF MONTHLY BILLS AS LISTED
MARCH 2021**

WHEREAS, The Board of Commissioners of the Peekskill Housing Authority administer their responsibility of monitoring the PHA's expenditures; and

WHEREAS, The bills for the period March 2021 are listed in the Bills List (attached); and

WHEREAS, The Board of Commissioners have reviewed the Bills List; and

WHEREAS, The Board of Commissioners questions and/or concerns regarding certain bills in the list have been resolved.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Peekskill Housing Authority approve payment of the bills as listed in the Bills List March 2021.

Commissioner _____ motioned to vote and Commissioner _____ seconded.

The vote is as follows:

| VOTE | YES | NO | ABSENT | ABSTAIN |
|----------------------------------|------------|-----------|---------------|----------------|
| | | | | |
| Chairman Luis A. Segarra | | | | |
| Vice Chairman Alexandra Hanson | | | | |
| Commissioner Dwight H. Douglas | | | | |
| Commissioner Kimm McNeil | | | | |
| Commissioner Jacqueline Simpkins | | | | |
| Commissioner Duane Timms | | | | |

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill adopted.

Effective: April 15, 2021

P. Holden Croslan, Executive Director

Date:

Peekskill Housing Authority
Check Detail
March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|-----------------|------------|-----------------|------------------------|-------------|-----------------|
| Bill Pmt -Check | 03/04/2021 | Avaya Financ... | 1111.2 Cash - Ope... | | -135.27 |
| Bill | 03/01/2021 | | 4190.5 Forms, Stati... | -135.27 | 135.27 |
| TOTAL | | | | -135.27 | 135.27 |
| Bill Pmt -Check | 03/04/2021 | Chase Card | 1111.2 Cash - Ope... | | -4,550.15 |
| Bill | 03/01/2021 | | 4190.3 Telephone | -404.43 | 404.43 |
| | | | 4190.6 All Other Su... | -873.49 | 873.49 |
| | | | 4190.2 Membership... | -292.00 | 292.00 |
| | | | 4190.5 Forms, Stati... | -180.44 | 180.44 |
| | | | 4420.10 Materials ... | -2,799.79 | 2,799.79 |
| TOTAL | | | | -4,550.15 | 4,550.15 |
| Bill Pmt -Check | 03/04/2021 | Con Edison | 1111.2 Cash - Ope... | | -77.91 |
| Bill | 03/01/2021 | | 4330 Gas | -77.91 | 77.91 |
| TOTAL | | | | -77.91 | 77.91 |
| Bill Pmt -Check | 03/04/2021 | CSEA | 1111.2 Cash - Ope... | | -287.45 |
| Bill | 03/04/2021 | | 2117.7 CSEA Dues | -287.45 | 287.45 |
| TOTAL | | | | -287.45 | 287.45 |
| Bill Pmt -Check | 03/04/2021 | HD Supply F... | 1111.2 Cash - Ope... | | -1,507.90 |
| Bill | 03/01/2021 | | 4420.01 Supplies - ... | -1,507.90 | 1,507.90 |
| TOTAL | | | | -1,507.90 | 1,507.90 |
| Bill Pmt -Check | 03/04/2021 | Kinsley Pow... | 1111.2 Cash - Ope... | | -515.00 |
| Bill | 03/01/2021 | | 4430.11 Routine M... | -515.00 | 515.00 |
| TOTAL | | | | -515.00 | 515.00 |
| Bill Pmt -Check | 03/04/2021 | Pestech | 1111.2 Cash - Ope... | | -2,315.08 |
| Bill | 03/01/2021 | | 4430.9 Exterminatin... | -174.98 | 174.98 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -794.00 | 794.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -583.90 | 583.90 |
| | | | 4430.9 Exterminatin... | -162.20 | 162.20 |
| TOTAL | | | | -2,315.08 | 2,315.08 |
| Bill Pmt -Check | 03/04/2021 | Preston Whi... | 1111.2 Cash - Ope... | | -1,454.61 |
| Bill | 03/01/2021 | | 4430.12 Other Main... | -1,454.61 | 1,454.61 |
| TOTAL | | | | -1,454.61 | 1,454.61 |

Peekskill Housing Authority
Check Detail
March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|-----------------|------------|-----------------|------------------------|-------------|-----------------|
| Bill Pmt -Check | 03/04/2021 | Robison Oil | 1111.2 Cash - Ope... | | -10,966.93 |
| Bill | 03/01/2021 | | 4340 Fuel | -10,966.93 | 10,966.93 |
| TOTAL | | | | -10,966.93 | 10,966.93 |
| Bill Pmt -Check | 03/04/2021 | Suburban Pr... | 1111.2 Cash - Ope... | | -960.24 |
| Bill | 03/01/2021 | | 4335 Propane | -960.24 | 960.24 |
| TOTAL | | | | -960.24 | 960.24 |
| Bill Pmt -Check | 03/04/2021 | The Journal ... | 1111.2 Cash - Ope... | | -606.00 |
| Bill | 03/01/2021 | | 4190.6 All Other Su... | -606.00 | 606.00 |
| TOTAL | | | | -606.00 | 606.00 |
| Bill Pmt -Check | 03/04/2021 | Con Edison | 1111.2 Cash - Ope... | | 0.00 |
| TOTAL | | | | 0.00 | 0.00 |
| Bill Pmt -Check | 03/04/2021 | CSEA Emplo... | 1111.2 Cash - Ope... | | -1,225.98 |
| Bill | 03/04/2021 | | 4540.1 Employee B... | -544.88 | 544.88 |
| | | | 4540.2 Employee B... | -681.10 | 681.10 |
| TOTAL | | | | -1,225.98 | 1,225.98 |
| Bill Pmt -Check | 03/04/2021 | DEC Office S... | 1111.2 Cash - Ope... | | -57.58 |
| Bill | 03/04/2021 | | 4190.5 Forms, Stati... | -57.58 | 57.58 |
| TOTAL | | | | -57.58 | 57.58 |
| Bill Pmt -Check | 03/04/2021 | Home Depot ... | 1111.2 Cash - Ope... | | -13,873.28 |
| Bill | 03/04/2021 | | 4420.01 Supplies - ... | -13,873.28 | 13,873.28 |
| TOTAL | | | | -13,873.28 | 13,873.28 |
| Bill Pmt -Check | 03/04/2021 | Ready Refresh | 1111.2 Cash - Ope... | | -89.87 |
| Bill | 03/04/2021 | | 4190.6 All Other Su... | -89.87 | 89.87 |
| TOTAL | | | | -89.87 | 89.87 |
| Bill Pmt -Check | 03/04/2021 | Yardi Systems | 1111.2 Cash - Ope... | | -1,230.00 |
| Bill | 03/04/2021 | | 4190.7 Admin. Serv... | -1,230.00 | 1,230.00 |
| TOTAL | | | | -1,230.00 | 1,230.00 |
| Bill Pmt -Check | 03/04/2021 | Westchester ... | 1111.2 Cash - Ope... | | 0.00 |
| TOTAL | | | | 0.00 | 0.00 |

Peekskill Housing Authority
Check Detail
 March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|-------------------|-------------------------|-----------------------------|-------------------|-------------------|
| Bill Pmt -Check | 03/18/2021 | AAA Carting ... | 1111.2 Cash - Ope... | | -1,905.00 |
| Bill | 03/18/2021 | | 4430.1 Garbage & ... | -1,270.00 | 1,270.00 |
| Bill | 03/18/2021 | | 4430.1 Garbage & ... | -635.00 | 635.00 |
| TOTAL | | | | -1,905.00 | 1,905.00 |
| Bill Pmt -Check | 03/18/2021 | Ace Comput... | 1111.2 Cash - Ope... | | -220.00 |
| Bill | 03/18/2021 | | 4190.7 Admin. Serv... | -220.00 | 220.00 |
| TOTAL | | | | -220.00 | 220.00 |
| Bill Pmt -Check | 03/18/2021 | City of Peek... | 1111.2 Cash - Ope... | | -21,060.00 |
| Bill | 03/18/2021 | | 4430.1 Garbage & ... | -11,700.00 | 11,700.00 |
| Bill | 03/18/2021 | | 4430.1 Garbage & ... | -3,276.00 | 3,276.00 |
| Bill | 03/18/2021 | | 4430.1 Garbage & ... | -6,084.00 | 6,084.00 |
| TOTAL | | | | -21,060.00 | 21,060.00 |
| Bill Pmt -Check | 03/18/2021 | DEC Office L... | 1111.2 Cash - Ope... | | -114.00 |
| Bill | 03/18/2021 | | 4190.5 Forms, Stati... | -114.00 | 114.00 |
| TOTAL | | | | -114.00 | 114.00 |
| Bill Pmt -Check | 03/18/2021 | Employee Be... | 1111.2 Cash - Ope... | | -26,839.58 |
| Bill | 03/18/2021 | | 4540.1 Employee B... | -17,333.05 | 17,333.05 |
| | | | 4540.2 Employee B... | -8,337.22 | 8,337.22 |
| | | | 4540.3 Employee B... | -1,169.31 | 1,169.31 |
| TOTAL | | | | -26,839.58 | 26,839.58 |
| Bill Pmt -Check | 03/18/2021 | Endicott Co... | 1111.2 Cash - Ope... | | -167.08 |
| Bill | 03/18/2021 | | 4190.5 Forms, Stati... | -167.08 | 167.08 |
| TOTAL | | | | -167.08 | 167.08 |
| Bill Pmt -Check | 03/18/2021 | Equifax Verif... | 1111.2 Cash - Ope... | | -213.99 |
| Bill | 03/18/2021 | | 4190.7 Admin. Serv... | -213.99 | 213.99 |
| TOTAL | | | | -213.99 | 213.99 |
| Bill Pmt -Check | 03/18/2021 | Law Office of... | 1111.2 Cash - Ope... | | -1,304.80 |
| Bill | 03/18/2021 | | 4130 Legal Expense | -1,304.80 | 1,304.80 |
| TOTAL | | | | -1,304.80 | 1,304.80 |
| Bill Pmt -Check | 03/18/2021 | MGR Restora... | 1111.2 Cash - Ope... | | -31,960.00 |
| Bill | 03/18/2021 | | 4430.6 Unit Turnaro... | -7,990.00 | 7,990.00 |
| Bill | 03/18/2021 | | 4430.6 Unit Turnaro... | -7,990.00 | 7,990.00 |
| Bill | 03/18/2021 | | 4430.6 Unit Turnaro... | -7,990.00 | 7,990.00 |
| Bill | 03/18/2021 | | 4430.6 Unit Turnaro... | -7,990.00 | 7,990.00 |
| TOTAL | | | | -31,960.00 | 31,960.00 |

Peekskill Housing Authority
Check Detail
March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|-----------------|------------|----------------|------------------------|-------------|-----------------|
| Bill Pmt -Check | 03/18/2021 | NYSIF | 1111.2 Cash - Ope... | | -2,503.99 |
| Bill | 03/18/2021 | | 4510.3 Insurance - ... | -2,503.99 | 2,503.99 |
| TOTAL | | | | -2,503.99 | 2,503.99 |
| Bill Pmt -Check | 03/18/2021 | Pestech | 1111.2 Cash - Ope... | | -2,148.94 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -794.00 | 794.00 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -540.00 | 540.00 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -614.94 | 614.94 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| TOTAL | | | | -2,148.94 | 2,148.94 |
| Bill Pmt -Check | 03/18/2021 | Robison Oil | 1111.2 Cash - Ope... | | -31,831.67 |
| Bill | 03/18/2021 | | 4340 Fuel | -4,270.00 | 4,270.00 |
| Bill | 03/18/2021 | | 4340 Fuel | -34.78 | 34.78 |
| | | | 4340 Fuel | -25.93 | 25.93 |
| | | | 4340 Fuel | -25.93 | 25.93 |
| | | | 4340 Fuel | -26.32 | 26.32 |
| | | | 4340 Fuel | -26.71 | 26.71 |
| | | | 4340 Fuel | -5,361.66 | 5,361.66 |
| | | | 4340 Fuel | -5,670.94 | 5,670.94 |
| | | | 4340 Fuel | -10,966.93 | 10,966.93 |
| | | | 4340 Fuel | -5,422.47 | 5,422.47 |
| TOTAL | | | | -31,831.67 | 31,831.67 |
| Bill Pmt -Check | 03/18/2021 | Staples Adv... | 1111.2 Cash - Ope... | | -2,451.37 |
| Bill | 03/18/2021 | | 4190.5 Forms, Stati... | -1,483.19 | 1,483.19 |
| | | | 4190.5 Forms, Stati... | -87.19 | 87.19 |
| | | | 4190.5 Forms, Stati... | -119.98 | 119.98 |
| | | | 4190.5 Forms, Stati... | -59.99 | 59.99 |
| | | | 4190.5 Forms, Stati... | -59.99 | 59.99 |
| | | | 4190.5 Forms, Stati... | -176.57 | 176.57 |
| | | | 4190.5 Forms, Stati... | -251.98 | 251.98 |
| | | | 4190.5 Forms, Stati... | -53.98 | 53.98 |
| | | | 4190.5 Forms, Stati... | -119.98 | 119.98 |
| | | | 4190.5 Forms, Stati... | -10.99 | 10.99 |
| | | | 4190.5 Forms, Stati... | -27.53 | 27.53 |
| TOTAL | | | | -2,451.37 | 2,451.37 |
| Bill Pmt -Check | 03/18/2021 | Suburban Pr... | 1111.2 Cash - Ope... | | -463.75 |
| Bill | 03/18/2021 | | 4335 Propane | -463.75 | 463.75 |
| TOTAL | | | | -463.75 | 463.75 |
| Bill Pmt -Check | 03/18/2021 | Sun-Dance E... | 1111.2 Cash - Ope... | | -340.00 |
| Bill | 03/18/2021 | | 4340 Fuel | -340.00 | 340.00 |
| TOTAL | | | | -340.00 | 340.00 |

Peekskill Housing Authority
Check Detail
March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|-------------------|-------------------------|-----------------------------|-------------|-------------------|
| Bill Pmt -Check | 03/18/2021 | Yardi Systems | 1111.2 Cash - Ope... | | -690.00 |
| Bill | 03/18/2021 | | 4190.7 Admin. Serv... | -690.00 | 690.00 |
| TOTAL | | | | -690.00 | 690.00 |
| Bill Pmt -Check | 03/18/2021 | Con Edison | 1111.2 Cash - Ope... | | -204.81 |
| Bill | 03/18/2021 | | 4320 Electricity | -43.19 | 43.19 |
| | | | 4320 Electricity | -42.88 | 42.88 |
| | | | 4320 Electricity | -42.33 | 42.33 |
| | | | 4320 Electricity | -35.19 | 35.19 |
| | | | 4320 Electricity | -41.22 | 41.22 |
| TOTAL | | | | -204.81 | 204.81 |
| Bill Pmt -Check | 03/18/2021 | City of Peek... | 1111.2 Cash - Ope... | | -418.74 |
| Bill | 03/18/2021 | | 4420.01 Supplies - ... | -418.74 | 418.74 |
| TOTAL | | | | -418.74 | 418.74 |
| Bill Pmt -Check | 03/18/2021 | CSEA | 1111.2 Cash - Ope... | | -287.45 |
| Bill | 03/18/2021 | | 2117.7 CSEA Dues | -287.45 | 287.45 |
| TOTAL | | | | -287.45 | 287.45 |
| Bill Pmt -Check | 03/18/2021 | Disrupt 2 Cre... | 1111.2 Cash - Ope... | | -1,450.00 |
| Bill | 03/18/2021 | | 4190.7 Admin. Serv... | -1,450.00 | 1,450.00 |
| TOTAL | | | | -1,450.00 | 1,450.00 |
| Bill Pmt -Check | 03/18/2021 | New York Po... | 1111.2 Cash - Ope... | | -15,586.02 |
| Bill | 03/18/2021 | | 4320 Electricity | -15,586.02 | 15,586.02 |
| TOTAL | | | | -15,586.02 | 15,586.02 |
| Bill Pmt -Check | 03/18/2021 | Pestech | 1111.2 Cash - Ope... | | -400.00 |
| Bill | 03/18/2021 | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| | | | 4430.9 Exterminatin... | -100.00 | 100.00 |
| TOTAL | | | | -400.00 | 400.00 |
| Bill Pmt -Check | 03/18/2021 | Pitney Bowe... | 1111.2 Cash - Ope... | | -105.00 |
| Bill | 03/18/2021 | | 4190.5 Forms, Stati... | -105.00 | 105.00 |
| TOTAL | | | | -105.00 | 105.00 |
| Bill Pmt -Check | 03/18/2021 | Suburban Pr... | 1111.2 Cash - Ope... | | -70.81 |
| Bill | 03/18/2021 | | 4335 Propane | -70.81 | 70.81 |
| TOTAL | | | | -70.81 | 70.81 |

Peekskill Housing Authority

Check Detail

March 2021

| Type | Date | Name | Account | Paid Amount | Original Amount |
|-----------------|------------|------------------|------------------------|-------------|-----------------|
| Bill Pmt -Check | 03/18/2021 | Sun-Dance E... | 1111.2 Cash - Ope... | | -870.00 |
| Bill | 03/18/2021 | | 4430.2 Heating & C... | -870.00 | 870.00 |
| TOTAL | | | | -870.00 | 870.00 |
| Bill Pmt -Check | 03/18/2021 | The Journal ... | 1111.2 Cash - Ope... | | -576.00 |
| Bill | 03/18/2021 | | 4190.6 All Other Su... | -576.00 | 576.00 |
| TOTAL | | | | -576.00 | 576.00 |
| Bill Pmt -Check | 03/18/2021 | Iron River De... | 1111.2 Cash - Ope... | | -15,000.00 |
| Bill | 03/18/2021 | | 4430.12 Other Main... | -7,500.00 | 7,500.00 |
| | | | 4430.12 Other Main... | -7,500.00 | 7,500.00 |
| TOTAL | | | | -15,000.00 | 15,000.00 |
| Bill Pmt -Check | 03/18/2021 | All County L... | 1111.2 Cash - Ope... | | -24.00 |
| Bill | 03/18/2021 | | 4420.01 Supplies - ... | -24.00 | 24.00 |
| TOTAL | | | | -24.00 | 24.00 |

**PEEKSKILL HOUSING AUTHORITY
RESOLUTION APPROVING THE
PUBLIC HEALTH EMERGENCY OPERATION PLAN**

WHEREAS, Peekskill Housing Authority (PHA), in accordance with New York State Labor Law § 27-c has developed an operation plan in the event of a declared public health emergency involving a communicable disease, which necessitates the state-ordered reduction of in-person workforce and

WHEREAS, The purpose of this operation plan is to set forth the PHA’s plan for the continuation of operations in the event the Governor declares a public health emergency and

WHEREAS, This plan has been developed based upon information available as of the date of its promulgation regarding public health emergencies involving a communicable disease and

WHEREAS, The PHA recognizes that future public health emergencies, if any, may represent unique challenges and require different responses, the PHA reserves the right to amend the plan as may become necessary to address issues and operational needs presented by future or other public health emergencies, and as may be necessary to comply with guidances issued by applicable federal, state or local agencies or other public health organizations, such as the CDC.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Peekskill Housing Authority implement the Public Health Emergency Operation Plan Effective immediately.

Commissioner _____ motioned to vote and Commissioner _____ seconded.

The vote is as follows:

| VOTE | YES | NO | ABSENT | ABSTAIN |
|----------------------------------|------------|-----------|---------------|----------------|
| | | | | |
| Chairman Luis A. Segarra | | | | |
| Vice Chairman Alexandra Hanson | | | | |
| Commissioner Dwight H. Douglas | | | | |
| Commissioner Kimm McNeil | | | | |
| Commissioner Jacqueline Simpkins | | | | |
| Commissioner Duane Timms | | | | |

I hereby certify that the above resolution is as the Board of Commissioners of the Housing Authority of the City of Peekskill adopted.

Effective: April 15, 2021

P. Holden Croslan, Executive Director

Date:

PEEKSKILL HOUSING AUTHORITY
Public Health Emergency Operation Plan

Operation Plan Overview

In accordance with New York State Labor Law § 27-c, the Peekskill Housing Authority (the “PHA”) has developed the following operation plan in the event of a declared public health emergency involving a communicable disease, which necessitates a state-ordered reduction of in-person workforce. The purpose of this operation plan is to set forth the PHA’s plan for the continuation of operations in the event the Governor declares a public health emergency.

This plan has been developed based upon information available as of the date of its promulgation regarding public health emergencies involving a communicable disease, and is based largely upon public information, guidance and experiences pertaining to the COVID-19 pandemic. The PHA recognizes that future public health emergencies, if any, may present unique challenges and require different responses. The PHA reserves the right to amend this plan, including as may become necessary to address issues and operational needs presented by future or other public health emergencies, and as may be necessary to comply with applicable federal, state or local laws, regulations or orders, or in accordance with guidances issued by applicable federal, state or local agencies or other public health organizations, such as the CDC, as such laws, regulations, orders and/or guidances may change from time to time.

The PHA’s operation plan is set forth in seven (7) separate parts, which are attached here in Exhibits A through G. The PHA reserves the right to revise and/or amend this plan.

- Exhibit A is a list of the PHA’s “Essential” employees, as defined in New York State Labor Law § 27-c.¹ Employees who are designated essential are those who are required to be physically present at a work site to perform his or her job. The Essential list also includes a description of positions and a justification for the designation.
- Exhibit B provides a description of the protocols that will be followed in order to enable non-essential employees to telecommute, where possible, including the procurement, distribution, downloading and installation of any needed technology, software, data, internet access and phone lines.
- Exhibit C provides a description of how the PHA will, to the extent possible, stagger work shifts for essential employees so as to reduce overcrowding on public transit and at worksites. As part of this plan, the PHA will review the applicable collective bargaining agreements, Executive Orders, and other obligations, if any.

¹ In addition to employees, this policy also applies to contractors. Such designation shall not otherwise confer the rights, benefits and obligations of employment upon contractors.

- Exhibit D provides a description of the PHA's plan to procure the appropriate personal protective equipment ("PPE") for essential employees based on job tasks and the needs of such employees. This plan contemplates providing at least two pieces of necessary PPE to each essential employee per shift over a six-month period and a storage protocol for such PPE.
- Exhibit E is the PHA's protocol in the event an employee is exposed to a known communicable disease, exhibits symptoms, or tests positive for such disease in the workplace. The protocol includes disinfection plans, as well as the PHA's policy regarding leave for employees for testing, treatment, isolation and quarantine related to the communicable disease.
- Exhibit F is the PHA's contact tracing protocol for essential employees. This plan documents the precise hours of work and locations for the purpose of tracking the disease and identifying those who may have been exposed to an infected individual.
- Exhibit G is the PHA's protocol to work with other local governments to identify emergency housing for essential employees for the purpose of containing the spread of the communicable disease, to the extent applicable to the workplace.

Promulgation

This plan has been developed in accordance with New York State Labor Law § 27-c.

Nothing in this plan shall be deemed to impede, infringe, diminish or impair the rights of the PHA or of any employee under any law, rule, regulation or collectively negotiated contract, or the rights and benefits available to employees through any existing collective bargaining agreement or the collective bargaining relationship with the PHA.

Anti-Retaliation

The PHA shall not take retaliatory action or otherwise discriminate against any employee for making suggestions or recommendations regarding the content of this operation plan. Should an employee wish to make a recommendation or suggestion, he or she may do so to a department head or the PHA's chief emergency officer, who has been designated by the PHA as responsible for ensuring that the protocols set forth herein are consistent with New York State Law § 27-c.

EXHIBIT A

Essential Employees

The Peekskill Housing Authority has identified the following positions/titles as essential, meaning employees who hold such titles are required to be physically present at a work site to perform his or her job. The essential list also includes the approximate number of employees who presently hold such essential positions, the assigned work site and the justification for the essential designation.

| JOB TITLE | NUMBER | WORK SITE | DESCRIPTION |
|--------------------------------------|---------------|-------------------------------|-----------------------------------------------------|
| Executive Director | 1 | PHA Office 807 Main Street | Manage operations of PHA |
| Assistant Director Housing Authority | 1 | PHA Office 807 Main Street | Assist in operations of PHA |
| Senior Office Assistant | 1 | PHA Office 807 Main Street | Assist tenants and assist with PHA office functions |
| Tenant Relations Assistant | 1 | PHA Office 807 Main Street | Assist tenants |
| Maintenance Supervisor | 1 | All PHA Properties | Manage maintenance of properties and buildings |
| Maintenance Laborer | 5 | All PHA Properties | Maintain properties and buildings |
| Laborer | 1 | All PHA Properties | Maintain properties and buildings |

The PHA has determined, based upon current operational needs and experiences, that all PHA titles require employees to be physically present to perform their duties. As with other provisions of this policy, the PHA reserves the right to amend this policy as may be required for a particular public health emergency. In the event that the PHA determines that telecommuting is possible for any position(s) or employee(s), protocols will be developed for those situations, if any.

EXHIBIT B

The Peekskill Housing Authority has developed the following protocols that will be followed in order to enable all *non-essential* employees, if any, to telecommute.

Non-Essential Job Title Telecommute Description

This is currently not applicable, because based upon present operational needs the PHA has determined that all of the PHA titles require employees to be physically present at work to perform their duties.

The PHA has determined, based upon current operational needs and experiences, that all PHA titles require employees to be physically present to perform their duties. As with other provisions of this policy, the PHA reserves the right to amend this policy as may be required for a particular public health emergency. In the event that the PHA determines that telecommuting is possible for any position(s) or employee(s), protocols will be developed for those situations, if any.

EXHIBIT C

The Peekskill Housing Authority will, to the extent possible, stagger work shifts for essential employees so as to reduce overcrowding on public transit and at worksites. The PHA shall endeavor to adhere to the following schedules for essential titles based on work site.

| ESSENTIAL POSITION | WORK SITE | CURRENT SCHEDULE | STAGGERED SCHEDULE |
|---------------------------|------------------|-------------------------|---------------------------|
| Maintenance | PHA Wide | M-F 7:30 am-4:30 pm | |

Where possible, during a public health emergency the PHA will endeavor to assign maintenance staff to work at different locations in order to maintain separation and decrease contact among employees during the work day.

| ESSENTIAL POSITION | WORK SITE | CURRENT SCHEDULE | STAGGERED SCHEDULE |
|---------------------------|-------------------------------|-------------------------|---------------------------|
| Office Staff | PHA Office 807 Main Street | M-F 7:30 am-3:00 pm | |

Currently the four staff members in the office all have their own office or work space. To the extent possible, during a public health emergency employees will avoid entering other employees' work spaces and take other precautions to maintain recommended distancing and avoid exposure.

Subject to and without waiving the PHA's ability to determine its staffing needs and other management rights, and in accordance with applicable provisions of law, Executive Orders or collective bargaining agreements, if any, the PHA will consider other means of staggering starting times or reducing in person staffing during a public health emergency.

EXHIBIT D

The Peekskill Housing Authority has developed the following plan to procure the appropriate personal protective equipment (“PPE”) for essential employees based on job tasks and the needs of such employees. As set forth below, essential employees will be provided with a minimum of two pieces of necessary PPE for each essential employee per shift. The plan also provides detailed information about how and where the PHA will store a six-month supply of PPE.

| <u>Essential Position</u> | <u>PPE</u> | <u>Storage Location</u> |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| All Essential Employees: | Masks: 2 masks per day/per employee Disposable gloves: 4 gloves per day/employee Hand Sanitizer will be purchased as needed to maintain a 6 month supply for employees. | |

The PHA will maintain PPE in the storage areas at PHA’s headquarters, 807 Main Street, Peekskill, NY 10566, and at its maintenance shop, located at 696 Highland Avenue, Peekskill, NY 10566. The PHA will also maintain appropriate cleaning supplies for public areas of the PHA and other areas used by employees and visitors of the PHA.

The PHA will be responsible for procurement of PPE. The PHA will replenish PPE supply as necessary to maintain a 6 month supply.

The PPE listed above is based upon present guidances and recommendations applicable to COVID-19. The PHA recognizes that future public health emergencies, if any, may require different PPE. As with other provisions of this policy, the PHA reserves the right to amend its PPE procurement and maintenance policy as may be required to respond to a particular public health emergency. In the event that PPE requires particular assessment or training for use or storage, the PHA will comply with applicable laws and regulations.

EXHIBIT E

In the event an employee is exposed to a known communicable disease, exhibits symptoms, or tests positive for such disease in the workplace, the Peekskill Housing Authority shall follow the following protocol, which includes disinfection plans, work site closures, and the PHA's policy regarding leave for employees for testing, treatment, isolation and quarantine related to the communicable disease.

Disinfection Plans for Work Sites

Regular office and maintenance shop disinfection and cleaning. Hallways, stairwells, elevators and all other common areas will be cleaned and disinfected. Disinfection will be in accordance with applicable law, regulation, order or guidance from the CDC and other authoritative agencies.

Work Site Closure

Work site closures would involve community rooms and limiting access to the office at 807 Main Street. If office staff becomes infected with a communicable disease, the office may close for a thorough cleaning in accordance with guidance from the CDC and other authoritative agencies.

Leave Policy for Employee Testing, Treatment, Isolation and Quarantine

Peekskill Housing Authority intends to comply with all current Federal, State and local laws related to leave for employee testing, treatment, isolation and quarantine related to a communicable disease or other public health emergency.

As with other provisions of this policy, the PHA reserves the right to amend this plan, including as may become necessary to address issues and operational needs presented by future or other public health emergencies, and as may be necessary to comply with applicable federal, state or local laws, regulations or orders, or in accordance with guidances issued by applicable federal, state or local agencies or other public health organizations, such as the CDC, as such laws, regulations, orders and/or guidances may change from time to time.

EXHIBIT F

The Peekskill Housing Authority has developed the following contact tracing protocol for essential employees. Specifically, the PHA already maintains time cards for all employees, and maintenance logs for maintenance staff. In addition to normal business uses of this information, the PHA intends to also use and/or make available time cards and maintenance logs to determine the days, hours and work locations that employees have worked in order to identify whether employees may have been exposed to an infected individual, in accordance with applicable federal, state or local requirements for contact tracing.

| ESSENTIAL POSITION | WORK SITE | METHOD FOR TRACKING HOURS/LOCATION |
|---------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Office Staff | 807 Main Street | Time cards will be used to track hours and dates of work. An office sign-in sheet shall be maintained for any contractors and visitors |
| Maintenance Staff | All PHA Sites | Time cards and maintenance logs will be used for tracking dates, hours and work locations in the event of identifying individuals who may have been exposed to an infected individual |

EXHIBIT G

The Peekskill Housing Authority is committed to working within our locality and with other employers, both public and private, to identify emergency housing for essential employees for the purpose of containing the spread of the communicable disease, to the extent applicable to the workplace. To that end, the PHA has identified an Emergency Liaison who has identified the following sites for emergency housing for essential employees, should such needs arise.

Emergency Liaison: P. Holden Croslan, Executive Director

(Name/Title)

Housing Sites for Essential Employees

In the event that it is necessary to provide emergency housing for its essential employees, the PHA intends to first use vacant PHA units. Currently the PHA maintains a minimum of a 2% vacancy rate of 5 units, in which the PHA could temporarily house essential staff during a public health emergency. In addition, the PHA's offices could be used for limited staff housing with cots as there are kitchen and bathroom facilities. Maintenance shops could be used as well as they have kitchen and bathroom facilities.

In the event that it is necessary to provide emergency housing for its essential employees, the PHA will endeavor to provide on-site housing first, in order to protect its employees and minimize exposure of its employees to persons and places outside of the workplace. If appropriate on-site emergency housing for essential employees is not available, the Liaison may consider contacting local colleges and hotels for available emergency housing.