

PEEKSKILL HOUSING AUTHORITY



P Holden Croslan
Executive Director

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Peekskill Housing Authority Board of Commissioners Annual Board Meeting

Date: April 21, 2022

Time: 7:00pm

Location:

Dunbar Heights Community Room
696 Highland Avenue
Peekskill, NY 10566

To join by webinar:

<https://zoom.us/j/92138028702>

By phone: 1-646-558-8656 ID:92138028702

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PEEKSKILL HOUSING AUTHORITY ANNUAL BOARD OF COMMISSIONERS MEETING – April 21, 2022 HYBRID MEETING AGENDA

- I. ROLL CALL
- II. TENANTS' COMMENTS AND CONCERNS
- III. APPROVAL OF MINUTES:
 - a) Resolution – 04/01/2022 – March 17th, 2022 – Regular Meeting Minutes
- VI. CORRESPONDENCE: None
- V. EXECUTIVE DIRECTOR'S REPORT:
 - a) Monthly Report – April 2022
 - b) Financial Report – March 2022
- VI. COUNSEL'S REPORT
- VII. UNFINISHED BUSINESS
- VIII. NEW BUSINESS
 - a) Resolution – 04/02/2022 – March Monthly Bills
 - b) RFP Repositioning Legal Services
 - c) ROSS- Service Coordinator Job Description
 - d) PHA Grievance Procedures
- XI. TENANTS' COMMENTS AND CONCERNS
- X. ADJOURNMENT

**PEEKSKILL HOUSING AUTHORITY
RESOLUTION APPROVING
MARCH 17 2022 BOARD MEETING MINUTES
REGULAR SESSION**

WHEREAS, The Board of Commissioners have reviewed the minutes of March 17, 2022 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 17, 2022 public meeting.

Commissioner _____ motioned to vote and Commissioner _____ seconded.

The vote is as follows:

VOTE	YES	NO	ABSENT	ABSTAIN
Chairman Luis A. Segarra				
Commissioner Dwight H. Douglas				
Commissioner Jacqueline Simpkins				
Commissioner Nicola Smith-DeFreitas				
Tenant Commissioner Jessica Martinez				
Tenant Commissioner Yvette Houston				

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 21, 2022

P. Holden Croslan, Executive Director

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PEEKSKILL HOUSING AUTHORITY BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES March, 17th 2022

ROLL CALL:

Commissioner Segarra, Chairman
Commissioner Douglas-via zoom
Commissioner Simpkins
Commissioner Smith-DeFreitas-via zoom
Tenant Commissioner Houston
Tenant Commissioner Martinez

P Holden Croslan, Executive Director
Mark J. Kamensky Esq., Counsel-Absent

Chairman Segarra: I'd like to welcome our two new Board members, Commissioner Houston and Commissioner Martinez, I'm glad to have you on.

Resolution – 03/01/2022 – February 17, 2022 – Regular Meeting Minutes

Chairman Segarra asked for a motion to pass Resolution 03/01/2022-Regular Meeting Minutes. Commissioner Douglas made the motion and Commissioner Simpkins seconded. Chairman Segarra asked if there were any comments, concerns or questions. There were none. The vote was as follows: Chairman Segarra -Aye, Commissioner Douglas – Aye: Commissioner Simpkins -Aye: Commissioner Smith-Defreitas -Aye. Commissioner Houston-Aye. Commissioner Martinez-Aye. Resolution passes.

EXECUTIVE DIRECTOR'S REPORT

Revenue – HUD subsidy for January \$235,196; February \$ 109,196.

Other Revenue – For January \$4,942; February \$4,942.

Tenant Charges

Rent Charges for January \$139,853; February \$139,283.

Total tenant charges for January \$141,768; February \$141,293.

Total Collected for January \$103,451; February \$121,086.

Unpaid Tenant Balance for January \$38,317; February \$20,207

All Outstanding Tenant Charges for January \$462,956; February 483,162.

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

Total expenses for January \$210,593; February \$299,700.

Significant differences between the two months reflect quarterly bill payments; increase in the price of gas, unit turn around contracts to reduce vacancies to single digits, replacement of a fire alarm panel and heat line replacements at Turnkey.

Court Proceedings – The eviction moratorium ended on January 15th, 2022. Legal proceedings will resume in March starting with lease violations

Tenant Re-Payment Agreements- TPA

Total of 41 residents have re-payment agreements with a balance of \$97,527.62

Work Orders –January, 123 completed; February, 81 calls, 77 Completed, 4 Outstanding.

Unit Turnovers – 5 vacancies as of February 28th. As of today, of the 5, two are leased and one will be leased April 1st.

Bedbugs- None for February

Tenants Account Receivable (TAR)

Total past due for February, 256 residents (93%) owed \$483,162

Police Reports

Police Activity PHA Feb 8-14, 2022–37 visits to Bohlmann Towers, 30 routine, 7 others (3 medicals, welfare check, person down, dispute, agency assist); 26 visits to Dunbar Heights, 23 routine, 3 other (medical, domestic, parking complaint).

Police Activity PHA Feb 15-21, 2022– 37 visits to Bohlmann Towers, 34 routine, 3 others (unwanted party, escort, parking complaint); 34 visits to Dunbar Heights, 32 routine, 2 other (harassment, lost property).

LEAD PAINT TESTING

On February 28, PHA began advertising for Lead Based Paint contractors to test all sites. Proposals for services are due at the PHA office March 28, 2022. Complete information is on the PHA website.

PHA solicited lead paint testing in October 2021 and did not receive any responses.

CAPITAL FUND PROJECT UPDATE

Currently, PHA has about \$1.5M in Capital Funds for capital improvements. That is a small amount of funds considering the number of capital project improvements that are needed.

Priority One

Dunbar Heights - Exterior steel porch replacements
Dunbar Heights - Walkway repairs
Turnkeys - Concrete sidewalk & Stair repairs

Priority Two

Dunbar Heights - Exterior storm and main door replacements
Dunbar Heights - Canopy roof replacements

Priority Three

Turnkeys - Vinyl siding replacement at three buildings

Based on the above, LAN recommends that the PHA focus on allocating funds to provide capital improvements for all priority one projects because of potential safety hazards.

Anticipated schedule is that the project be out for bid in April for a construction start in June.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UPDATE

In a 50/50 match with CDBG, PHA plans to revitalize/renovate bathrooms in thirty-two (32) units at Dunbar Heights during the 2022 fiscal year.

Since Congress has not approved the FFY 2022 budget, there will be a delay in a PHA/County contract for this project; perhaps until June 15, 2022.

This is a three-year project with an annual cost of \$400,000 per year; \$200,000 CDBG funds and a \$200,000 match from PHA's Capital Funds allotment.

LAN's submitted cost estimate to the County for Phase 1 is \$394,500.

TENANT PORTAL UPDATE

Update for PHA tenant portal, Rent Café.

Registered in February	23
Rent Café payments	5
Amount paid	\$1,420

Additional registrants (early March)	19
Rent Café payments	15
Amount paid	\$4,778

Total Rent Café payments	\$6,198
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COVID 19 TEST KITS

PHA will distribute the 600 COVID 19 test kits, provided by Westchester County Department of Emergency Services, to PHA households before the end of March.

Chairman Segarra: Any questions or concerns regarding the report?

Commissioner Douglas: Just one for me. Ms. Croslan, the lead-based paint testing, we've done that before, correct Ms. Croslan? What's your recollection about how we've tried to handle that?

Executive Director Croslan: I've found certain lead testing documents in the office, but I have not found anything that specifically list the results of that testing. I've reached out to HUD several times regarding their records, but due to Covid-19, their offices were closed and they suggested that we do it again.

Commissioner Douglas: Ok. I'm sure we did some stuff in the past, but it is important that we check again.

Commissioner Douglas: Thank you. That's the only real question that I had. I saw the utility bill is up and I expect that to be bad for a while.

Executive Director Croslan: It's probably going to get worse.

Chairman Segarra: Thank you. At this time, I'd like to welcome Madam Mayor to the meeting. Thank you for joining us.

Mayor McKenzie: Thank you. Good evening, everyone.

COUNSEL'S REPORT-None

Chairman Segarra: Our counsel had a prior engagement and was unable to join us. He will update us at the next meeting.

UNFINISHED BUSINESS-None

NEW BUSINESS

Resolution- 03/02/2022- February Monthly Bills

Chairman Segarra asked for a motion to pass Resolution 03/02/2022. Commissioner Douglas made the motion and Commissioner Simpkins seconded. Chairman Segarra asked if there were any comments, concerns or questions. There are none. The vote was as follows: Chairman Segarra -Aye, Commissioner Douglas - Aye: Commissioner Simpkins -Aye: Commissioner Smith-Defreitas -Aye, Tenant Commissioner Houston-Aye, Tenant Commissioner Martinez-Aye. Resolution passes.

Resolution- 03/03/2022- Declaring Election of Tenant Commissioners to the Board

Chairman Segarra asked for a motion to pass Resolution 03/03/2022. Commissioner Douglas made the motion and Commissioner Simpkins seconded. Chairman Segarra asked if there were any comments, concerns or questions.

Commissioner Douglas: Thank you to the new tenant commissioners. I'm glad to have you on board.

Chairman Segarra: Yes, it's been a while since we have had tenant commissioners. Let's give them a round of applause.

The vote was as follows: Chairman Segarra -Aye Commissioner Douglas - Aye: Commissioner Simpkins -Aye: Commissioner Smith-Defreitas -Aye. Tenant Commissioner Houston-Abstain, Tenant Commissioner Martinez-Abstain. Resolution passes.

TENANTS QUESTIONS COMMENTS AND CONCERNS

Dawn Benson-Bohlman Towers

I have two questions

1. I was told that my award letter wouldn't be used until my recertification. Won't I owe money when I recertify?

Executive Director Crosland: No, you won't owe additional money. If you brought that statement in and you were making less money, we would process it immediately to compensate the loss. If you're getting more benefits, we are taking the option of not processing the increase until your recertification. You will not be penalized.

Dawn Benson: So, I could have had a little extra something in my pocket from April to October.

Executive Director Crosland: This has not always been the case. This is something more recent.

2. I got a letter about smoking in my unit. I don't smoke in my unit so I don't want this letter in my file. Is this letter going to be in my file? Even if you go to court, unless you bring the smoke in a bottle, the judge can't say you were smoking in your unit. I've spoken to Ms. Crosland and she said when we go to court the person who calls will be there too, but the only thing that's going to do is make me have a really bad attitude with them because I know I don't smoke in my unit. I just want the letter out of my file

Executive Director Crosland: Along with that in your file is also the letter that you wrote refuting the complaint.

Dawn Benson: So, if you go to court and the judge says no, I can't do anything about it, what happens to the notice then?

Executive Director Crosland: It will be in your file along with what the judge says.

Dawn Benson: Does this come out of your file?

Executive Director Crosland: No, it stays in there because it happened.

Dawn Benson: That's not fair

Executive Director Crosland: We get lots of complaints from tenants and the way we keep track of them is in files. We don't accept them as valid because we haven't seen any evidence to support it, but we have to keep track of complaints and who makes them. That's just a history of what's going on.

Executive Director Crosland: That is not a complaint from The Housing Authority. That is a complaint from someone else to the PHA. We've all been to your unit and no one smelled smoke. But when I receive a complaint, I have to respond.

Chairman Segarra: I understand what you're saying but the notice was sent out because of reported lease violation and we'll just have the judge make a ruling.

Helena Travis-Bohlman Towers

1. Me and my grandson can hardly breathe from all the smoking that's going on. I have fan in my grandson's window to blow the smoke out. Something needs to be done about this.

Executive Director Crosland: We're turning these complaints over to our attorney. We send a letter every time someone complains, but if that's not working, we give it to our attorney and let the judge make the decision.

Helena Travis: Why should we have to be there?

Executive Director Crosland: The complaint has to be directly from the person who made the it. You can tell the story about what you observed and when you informed housing and then housing will be able to provide the documentation that you sent. PHA is not making the complaints.

2. One Sunday I called the fire department because my house smelled like a dead body and they came and said it was gas on in the apartment below. They had to unplug the stove. Now, if I didn't call and people are smoking, they could have blown the building up. I stayed out that entire Sunday with my grandson to avoid that smell and the smoking. Do you know about that?

Executive Director Crosland: We didn't know until the fire department send a summons saying they were in this unit and the Housing Authority hasn't followed up. Well, we didn't follow-up because we didn't know. We've done it now.

Valerie Scott-Dunbar Heights

What about tenants that complain about someone smoking but there's no one home?

Executive Director Crosland: We do get those from time to time, but its going to have to go through the same process. If a person is making a complaint, I can't validate it one way or another.

Valerie Scott: How can we prove that we're not doing these things?

Executive Director Crosland: If you receive a notice, you can provide me documents and I will add that to the file and again, the judge is going to have to make these decisions. The tenant-to-tenant cases are the cases we're starting with. Tenants have been very patient. Every time there is a complaint, we send a letter, but if they don't care about what we're saying, we have to give it to someone else and in our opinion, that's the judge.

Greta Smith- Bohlman Towers

I have a mouse in my apartment. Is there anything else that we can do instead of the mouse trap?

Executive Director Crosland: Did they come plug any holes or block your radiator?

Greta Smith: No

Executive Director Crosland: That's a work order. If you tell Maintenance where you think mice are, they will search and plug any holes.

Chairman Segarra: First and foremost, when you see a mouse in your apartment, call the front office and let them send someone out. We don't want you to wait a month to get this taken care of.

Valerie Scott: There are trees in the parking area of Dunbar Heights that needs to be cut down. They are damaging people's cars, especially when we have bad weather, they fall. They are on the state's property.

Mayor McKenzie: I have had some contact with the state. They contacted the city, but I could not get any information on exactly where it is. So, If I can come out and walk the property with you and take pictures, I can send it to the Senator's office and they can contact DOT and get it taken care of.

Valerie Scott: Ok. I can send you pictures as well.

Motion to end the meeting was made by Commissioner Houston, seconded by Commissioner Martinez. All in favor; none opposed.

The meeting adjourned at 7:48 PM

**PEEKSKILL HOUSING AUTHORITY
BOARD OF COMMISSIONERS MEETING
April 21,2022
EXECUTIVE DIRECTOR'S REPORT**

Financial

Revenue	February	March
HUD Subsidy – Bohlmann (AMP 1))	55,529	63,163
HUD Subsidy – All other sites (AMP 2)	53,667	47,113
Proceeds from Capital Funds	0	0
Shortfall Funds	0	9,300
Total HUD Revenue	109,196	119,576
Other Revenue– Non-Federal		
Laundry Commissions	3,159	2,886
CAP Office	900	0
Health Center	740	740
Verizon	137	136
Interest	6	6
Total	4,942	3,768
TENANT CHARGES	February	March
Rent	139,283	129,655
Retro Rent (unreported income)/adjustment	0	0
Parking	1,913	1,731
Late Fees	0	4,432
Misc. (key cards, maintenance charges, legal fees)	87	1,100
Air Conditioners	10	10
Write offs, AJE's, Move outs	0	0
TOTAL TENANT CHARGES	141,293	136,929
Collected from Tenants thru 5th	32,194	32,049
Total Collected	121,086	114,422
Prepaid Rent	4,927	13,527
Change in Prepaid rent	(7,875)	(8,600)
Unpaid Tenant Balance	20,207	22,507
Reclassification from TAR to Vacated TAR	(0)	(0)
All Outstanding Tenant Charges	483,162	506,668

BILLS PAID

	February	March
Payroll (M)	71,140	100,782
Elevator (Q)	2,119	0
Exterminator (M)	794	2,378
Trash – Dumpsters	0	0
City Trash Collection (Q)	0	21,060
City Water (Q)	45,302	0
Sewer Tax (Semi-Annual)	0	0
Robison Fuel Oil (M)	17,305	22,751
Electric (M)	21,094	18,865
Gas (M)	41,486	39,518
Propane (M)	6,531	1,220
Legal – PHA Attorney (M)	4,061	3,200
Legal – Labor Attorney	161	184
Lawsuit Deductibles	0	2,704
Health Insurance/Dental Insurance(M)	40,433	30,640
Process Server – Evictions (M)	0	0
Insurance – Commercial (Q), Liability (Q), WC (M), Auto (Q)	20,844	18,775
Credit Card (M)	4,283	11,395
Maintenance Supplies/Contracts(M)	8,946	14,262
Office Expenses (M)	2,219	7,043
PILOT (SA)	0	0
NYS Retirement Contribution (A)	0	0
Medicare Part B Reimbursement	1,782	0
Unit Turnaround Contracts	11,200	20,600
TOTAL EXPENSES	\$299,700	\$315,377
CAPITAL FUND PROJECTS –	0	0
A/E	0	0

COURT PROCEEDINGS

MONTH	# RESIDENTS	BALANCE	# PAID	AMOUNT PAID	COURT STIPS/COMMENTS
November 2013	1	12,195	0	9,093	1 Stipulation
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	28,111	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	56,667	3 - 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 - September	0	0	0	0	
October-December	0	0	0	0	
January 2022	0	0	0	0	
February	0	0	0	0	
March	0	0	0	0	
TOTAL	312	504,458	289	472,046	Outstanding Balance 32,412
					Skip/Evicted Balance 103,846

Tenant Payment Agreement Listing

Tenant Code	Start Month	End Month	Agreement Amount	Received Amount	Remaining Amount	Comments
BOHLMANN						
p00117	06/2021	12/31/2022	3,093.34	212.00	2,881.34	
t0000138	04/2022	12/31/2024	918.00	50.00	868.00	
p00103	04/2022	12/31/2049	3,348.05	0	3348.05	
t0000035	05/2021	12/31/2024	2,524.05	100.00	2,424.05	
t0000186	05/2021	12/31/2022	424.25	144.00	280.25	
t0001284	11/2021	12/31/2022	613.00	200.00	413.00	
t0000243	11/2021	12/31/2022	2,718.80	1,181.00	1,537.80	
t0000795	05/2021	12/31/2030	3,067.00	1,028.00	2,039.00	
t0000270	05/2021	12/31/2022	7,757.00	3,300.00	4,457.00	
t0000176	05/2021	12/31/2026	5,302.92	140.00	5,162.92	
t0000275	05/2021	12/31/2023	2,083.00	986.00	1,097.00	
t0000259	09/2021	12/31/2022	646.00	268.00	378.00	
t0001253	06/2021	12/31/2022	2,050.00	1200.00	850.00	
t0000739	05/2021	12/31/2024	9,396.00	610.00	8,786.00	
p00121	05/2021	12/31/2024	2,561.20	236.00	2,325.20	
t0000970	05/2021	12/31/2022	4,539.00	2,050.00	2,489.00	
t0001275	02/2022	09/30/2022	226.00	90.00	136.00	
Total Bohlmann			51,267.61	11,795.00	39,472.61	
DUNBAR						
t0000107	07/2021	12/31/2028	12,939.00	4,566.00	8,373.00	
t0000230	05/2021	12/31/2023	3,953.00	1,100.00	2,853.00	
t0000088	06/2021	12/31/2021	780.40	750.00	30.40	
t0000042	08/2021	12/31/2023	4,669.00	1,022.00	3,647.00	
p00036	05/2021	12/31/2021	218.30	150.00	68.30	
t0000165	02/2022	12/31/2022	1617.70	50.00	1567.70	
t0000022	05/2021	12/31/2023	1,800.00	600.00	1,200.00	
t0000442	10/2021	12/31/2021	724.00	544.70	179.30	
t0000154	06/2021	12/31/2041	6,257.25	153.00	6,104.25	
t0000072	05/2021	12/31/2021	2,548.00	159.00	2,389.00	
t0000158	05/2021	12/31/2021	1,189.10	667.00	522.10	
t0000493	08/2021	12/31/2025	6,053.00	601.00	5,452.00	
t0000004	05/2021	12/31/2021	1,222.00	200.00	1,022.00	
t0000740	05/2021	12/31/2023	2,068.43	200.00	1,868.43	
Total Dunbar			40,591.18	10,624.70	35,276.48	

TURNKEY						
b0000026	06/2021	12/31/2029	11,118.96	400.00	10,718.96	
t0001031	05/2021	12/31/2021	743.20	545.20	203.00	Stipulation
t0000082	07/2021	12/31/2022	2,581.00	1,400.00	1,181.00	
b0000038	06/2021	12/31/2023	4,979.50	450.00	4,529.50	
t0000084	05/2021	12/31/2021	909.75	500.00	409.75	
t0000086	10/2021	12/31/2021	3,512.12	3,410.00	102.12	
t0000069	05/2021	08/31/2021	374.00	200.00	174.00	
t0000027	09/2021	12/31/2024	2,364.02	382.00	1,982.02	
Total Turnkey			26,582.55	7,287.20	19,300.35	
			118,441.34	29,706.90	94,049.44	

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	86	
March	130	130	
April	144	144	
May	140	140	
June	146	146	
July	142	142	
August	151	151	
September	105	103	
October	125	125	
November	127	127	
December	129	129	
January 2022	123	123	
February	81	81	
March	112	108	4

UNIT TURNOVER

SITE/UNIT	SIZE	VACANT	COMPLETE	LEASED	COMMENT
BT 1-J	1	02/28/22	03/25/22		<i>Lease date 04/01/22</i>
BT 1-L	1	03/24/21	08/03/21	08/03/21	
BT 1-P	1	02/28/22	03/09/22	03/14/22	
BT 1-S	0	12/31/20	04/30/21	04/30/21	
BT 1-W	1	10/01/21	01/14/22	01/21/22	
BT 2-A	0	05/24/20	06/30/21	06/30/21	
BT 3-B	3	04/16/21	06/02/21	06/08/21	
BT 3-M	1	02/23/22			
BT 4-L	1	01/21/22			
BT 5-L	1	01/19/21	04/06/21	05/24/21	
BT 6-J	4	11/06/20	06/02/21	06/25/21	
BT 6-U	2	06/23/21	09/28/21	10/13/21	
BT 6-V	1	04/30/21	08/12/21	09/01/21	
BT 7-L	1	03/15/21	06/02/21	06/04/21	
BT 7-N	3	09/01/21	11/15/21	11/18/21	
BT 7-R	3	11/19/21	01/28/22	03/01/22	
BT 8-N	3	07/02/21	09/28/21	10/08/21	
DH 2-B	2	04/15/21	07/26/21	08/09/21	
DH 2-C	2	11/30/20	04/07/21	04/23/21	
DH 2-D	2	06/25/21	09/01/21	09/03/21	
DH 3-A	2	06/14/21	09/01/21	09/01/21	
DH 4-A	0	11/09/20	05/04/21	05/14/21	
DH 6-A	0	03/10/22	04/08/22		<i>Lease date 04/11/22</i>
DH 7-A	2	08/05/20	04/09/21	04/09/21	
DH 8-D	2	11/18/21	03/03/22		<i>Lease date 04/01/22</i>
DH 13-C	2	02/10/21	06/28/21	08/09/21	
DH 22-B	2	02/20/20	04/07/21	04/16/21	
DH 24-B	2	02/11/21	06/18/21	06/25/21	
DH 31-A	2	09/08/20	03/31/21	04/01/21	
TK 1227-2M	3	12/04/20	05/18/21	05/24/21	
TK 1431A-1M	3	09/03/20	06/18/21	06/24/21	
TK 1431A-3M	1	03/31/22			
TK 1431B-5M	4	12/24/20	05/10/21	06/14/21	
TK 1719A-1L	3	09/04/20	04/16/21	04/22/21	
TK 1719A-1M	4	08/09/21	10/29/21	11/19/21	
TOTAL VACANT	6				

EXTERMINATION SUMMARY – BEDBUGS - # Treatments

	2015	2016	2017	2018	2019	2020	2021	2022	Comment
January	2	0	1	0	3	0	0	0	
February	3	0	0	1	1	0	0	0	
March	1	0	0	3	0	0	1	0	
April	1	0	2	0	0	0	0		
May	0	1	1	0	2	0	0		
June	2	2	0	0	0	0	1		
July	0	2	1	1	0	1	0		
August	0	3	4	3	1	1	1		
September	4	2	3	0	1	3	0		
October	0	3	1	0	1	0	0		
November	0	0	1	1	1	0	2		
December	0	1	1	0	0	0	1		
TOTAL	13	14	15	9	10	5	6	0	
COST	\$4,860	\$4,841	\$9,880	\$2,980	\$6,086	\$1,075	\$2,245	\$0	

TENANT ACCOUNTS RECEIVABLE - LATE OR NO RENT PAYMENT

SITE	# Units	Late	Not At All	Past Due March 2022	Past Due March 2022
Bohlmann Towers	144	(59) 58	(37) 48	151 owed \$234,771	154 owed \$240,764
Dunbar Heights	96	(32) 36	(34) 30	77 owed \$181,648	79 owed \$195,097
Turnkey	33	(17) 15	(9) 10	28 owed \$66,743	30 owed \$69,807
Totals	273	(108) 109	(80) 88	256 (93%) - \$483,162	263 (97%) - \$505,668

Parenthesis () represents the previous month

PEEKSKILL POLICE DEPARTMENT INCIDENT REPORTS

PHA Activity Mar 1-7, 2022	Total Visits	Patrol/Follow-up	Other
Bohlmann Towers	30	25	5*
Dunbar Heights	36	32	4*
*BT – Other (dispute, 2 parking complaints, traffic stop, noise)			
*DH – Other (3 medicals, domestic)			
PHA Activity Mar 8-14, 2022	Total Visits	Patrol/Follow-up	Other
Bohlmann Towers	34	26	8*
Dunbar Heights	30	30	0*
*BT – Other (parking complaint, medical, 2 domestic complaints, 2 disputes, 2 suspicious activities)			
*DH – Other (-0-)			

LEAD PAINT TESTING

Beginning February 28, PHA advertised for lead-based paint testing at all sites. Proposals were due March 28, 2022.

SCOPE OF SERVICES

1. To conduct lead-based paint testing of all public housing units in accordance with 24 CFR 35, HUD's Lead Safe Housing Rule, and its Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
2. Should lead-based paint be detected, conduct a lead-based paint risk assessment.
3. Provide the PHA with complete inspection and assessment reports.

Advertisements were in:

The Journal News

On PHA's Website

New York State Public Housing Authority Directors Association (PHADA)

Direct outreach to ten (10) firms recommended by HUD and PHA's Architect

PHA received one (1) response to the solicitation. The RFQ and response have been forwarded to HUD for review and comment.

PHA's October 2021 solicitation for lead paint testing did not result in any responses.

REQUEST FOR QUALIFICATIONS – REPOSITIONING LEGAL SERVICES

PHA began advertising for repositioning legal services April 12, 2022. Responses will be received until May 10.

SCOPE OF SERVICES

Under PHA direction, the successful firm will be responsible for assisting the PHA with any and all legal aspects associated with the repositioning process, including but not limited to negotiations and evaluation of agreements (e.g., HUD conversion, financing and development agreements, Operating Agreements, Payment in Lieu of Taxes, Ground Lease, Property Management Agreement, Low Income Housing Tax Credit, Declaration of Restrictive Covenants, and Section 8 Project Based Rental Assistance documents). The Legal Consultant will provide legal opinions and/or recommendations that will enable PHA to achieve its program goals. The Legal Consultant will also be responsible for analyzing and evaluating documents; analyzing the legal implications of finance options; conveying to PHA the likely legal implications of the developer and/or investor proposals; and assisting PHA in protecting its interests and resources.

The Legal Consultant will be responsible for drafting any documents with respect to repositioning including tax credit transactions. The scope of services may include representation with respect to land use matters including subdivision or land use issues, the real estate transfer, title and/or survey review, preparation of bid documents, and representation on any environmental concerns, litigation, leasing or resolution of construction contract disputes. PHA's counsel may be responsible for some real property/land use matters on behalf of the project.

REQUEST FOR QUALIFICATIONS – REPOSITIONING LEGAL SERVICES- SCOPE OF SERVICES CONT'D

The Legal Consultant will be a direct advisor to the PHA, its staff and consultants throughout the development process. Additionally, with PHA's approval, the Legal Consultant will be expected to work in partnership with the development team consisting of the PHA's attorney, staff and Commissioners, the PHA's development partner, HUD, the City of Peekskill, the State of New York, and other key stakeholders.

Legal Consultant scope of services includes (but is not limited to):

- a) Advise the PHA on local, state, and federal statutory and regulatory matters relative to implementation of the project;
- b) Provide comprehensive representation of the PHA in negotiations with HUD, the proposed development partner, investors, consultants, other agencies, and lenders as necessary;
- c) Represent the PHA in connection with tax credit syndication and issuance of tax-exempt bonds;
- d) Represent the PHA relative to all financing associated with the Project;
- e) Legal advice and assistance in creating appropriate legal entities as affiliates or subsidiaries of the PHA;
- f) Legal advice, written opinions pertaining to conversion from public housing to other programs;
- g) Author, review and/or provide comments on all relevant and related documents;
- h) Participate in necessary development team meetings, Board of Commissioner meetings, and other meetings as deemed necessary by the PHA;
- i) Coordinate and, with PHA's approval, procure legal sub consultants (if necessary);
- j) Work with the City of Peekskill, County of Westchester, and other jurisdictions to secure a Payment in Lieu of Taxes Agreement;
- k) Preparation and negotiation of the documents required for the closing of the repositioning conversion;
- l) Assistance in converting public housing to other programs, including preparation of closing packages to file with HUD;
- m) Assist and represent the PHA relative to the capital renovation projects and all of the various components associated therewith;

REQUEST FOR QUALIFICATIONS – REPOSITIONING LEGAL SERVICES- SCOPE OF SERVICES CONT'D

- n) Assist the PHA with the structure and terms of any partnership agreement(s) into which the PHA may enter with it's development partner and/or equity investor;
- o) Facilitate approval by HUD for the repositioning conversions;
- p) Develop legal mechanisms for transferring ownership and management of properties to the PHA after certain regulatory and financing periods have lapsed;
- q) Assistance in working with the New York State Homes and Community Renewal on the allocations of Low-Income Housing Tax Credits and related issues with funding and financing;
- r) Developer Agreement between the Authority and its proposed developer. This document establishes the duties and responsibilities of the parties, the allocation of expenses and risks, provides guarantees, describes the proposed ownership structure and the Authority's role, if any, in the ownership of the project, as well as the compensation for both parties;
- s) All other matters as applicable.

Placement of notice for proposals were as follows:

The Journal News

PHA 's Website

Public Housing Authority Directors Association (PHADA)

New York State Public Housing Authority Directors Association (NYPHADA)

Direct contact with five (5) potential responders

HUD'S RESIDENT OPPORTUNITIES AND SELF SUFFICIENCY SERVICE COORDINATOR (ROSS-SC) UPDATE

HUD states that "the purpose of the ROSS Service Coordinator (ROSS-SC) program is to provide funding to hire and maintain Service Coordinators who will assess the needs of residents of conventional Public Housing or Indian housing and coordinate available resources in the community to meet those needs. This program works to promote the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources, for supportive services and resident empowerment activities. These services should enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, make progress toward achieving economic independence and housing self-sufficiency, or, in the case of elderly or disabled residents, help improve living conditions and enable residents to age-in-place."

The HUD grant (\$245,850) will support a ROSS-SC to assist residents with a variety of barrier such as:

Economic stability and independence

Education

Employment

Financial improvement

Personal and family stability

Training

Supportive services

HUD'S RESIDENT OPPORTUNITIES AND SELF SUFFICIENCY SERVICE COORDINATOR (ROSS-SC) UPDATE CONT'D

On April 12, PHA began solicitation for the position as follows:

INDEED

The Journal News

PHA 's Website

Public Housing Authority Directors Association (PHADA)

New York State Public Housing Authority Directors Association (NYPHADA)

Position description is included in this Board package and anticipated hire is June 2022.

COMMUNITY PROJECT FUNDING - DUNBAR HEIGHTS KITCHEN UPGRADES UPDATE

Funding for this initiative for federally funded agencies was through Congressman Mondaire Jones' office.

Democratic Party District Leader, Tina Volz-Bongar, alerted PHA to this opportunity and worked diligently to ensure the best chance for securing funds to improve the lives of PHA tenants at Dunbar Heights. She spearheaded the initiative and through Congressman Jones, the project was funded. This was not a grant but a request for consideration when funds became available. Congressman Jones' office and Ms. Volz-Bongar worked directly with PHA in this endeavor. Commissioner Douglas was instrumental in securing prompt support letters, that were required, from the following community agencies:

Elizabeth McCorvey-The Family Resource Center

Cynthia Knox-CHHOP

Marquette Hairston-WESTCOP Peekskill Area Director

Robin Kline-Peekskill Arts Alliance

PHA requested consideration for Dunbar Heights kitchen upgrades.

An April 14 press conference was held to allow Congressman Mondaire Jones to present a \$310,000 "check" to PHA for Dunbar Heights kitchen renovations.

CAPITAL FUND PROJECT UPDATE – DUNBAR HEIGHTS/TURNKEYS

Based on LAN's (PHA Architects) observations, the Dunbar Heights exterior steel porches have exceeded their useful life and are at a point of critical failure. If one of the porches failed while people were using the stairs it could be a serious safety issue. The sidewalks at Turnkeys, especially the monumental stairs are deteriorating and pose a tripping/fall hazard for tenants and should be repaired.

LAN recommended that PHA focus on the projects that present the greatest liability to the life, safety, and welfare of the tenants. From LAN's perspective and input it is believed that the priority for consideration is as follows:

Priority One

Dunbar Heights - Exterior steel porch replacements

Dunbar Heights - Walkway repairs

Turnkeys - Concrete sidewalk & Stair repairs

CAPITAL FUND PROJECT UPDATE – DUNBAR HEIGHTS/TURNKEYS

Based on the above, LAN recommends that the PHA focus on allocating funds to provide capital improvements for these priority-one projects. These projects can be bid individually to afford the PHA the most flexibility to award projects within the budget. LAN preliminarily estimates that the construction cost for the replacement of the exterior steel porches at Dunbar Heights alone will approach an estimated \$1.2M.

PHA concurred with this recommendation and these projects were out for bid April 13. A pre bid meeting is scheduled for April 25 and delivery of proposals is May 11.

Placement of notice for proposals were as follows:

The Journal News

PHA 's Website

Public Housing Authority Directors Association (PHADA)

New York State Public Housing Authority Directors Association (NYPHADA)

Direct contact with potential responders

Anticipated schedule for construction start is June 2022.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG): DUNBAR HEIGHTS BATHROOMS

No change in CDBG; Dunbar Heights bathroom revitalization project. Awaiting Congressional approval of funds.

In a 50/50 match with CDBG, PHA plans to revitalize/renovate bathrooms in thirty-two (32) units at Dunbar Heights during the 2022 fiscal year.

PHA's Architect, LAN, has submitted the scope of work to the County of Westchester and a proposal to PHA for Phase 1; FY2022. The County accepted LAN's submission and their environmental staff will proceed with the environmental review. Since Congress has not approved the FFY 2022 budget, there will be a delay in a PHA/ County contract for this project; perhaps until June 15, 2022.

In the meantime, LAN will develop bid documents and be prepared to bid the project upon budget approval and an executed PHA/County contract.

This is a three-year project with an annual cost of \$400,000 per year; \$200,000 CDBG funds and a \$200,000 match from PHA's Capital Funds allotment.

PHA GRIEVANCE PROCEDURE AND HEARING OFFICERS

There was a recent question about grievances and who were grievance officers; thus, some general information follows:

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.

PHA GRIEVANCE PROCEDURE AND HEARING OFFICERS CONT'D

DEFINITION

For the purpose of the Grievance Procedure, the following definition is 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.

Grievance hearings are conducted by an impartial person or committee appointed by the Housing Authority.

Current Hearing Officers until May 31, 2023

Peekskill Housing Authority Commissioners

Luis Segarra, Chairman

Dwight Douglas, Commissioner

Jacqueline Simpkins, Commissioner

Peekskill Housing Authority Staff

Janneyn Phalen, Assistant Director

The Grievance Procedure is included for your convenience.

TENANT PORTAL (RENT CAFÉ) UPDATE

Registered in February	23
Rent Café payments	5
Amount paid	\$1,420

Additional registrants in March	17
Rent Café payments	19
Amount paid	\$10,132

Registered by site:

BT	15
DH	16
1431 Park St.	9
1719 Park St.	8
1227 Howard St.	0
Total	48

TENANT PORTAL (RENT CAFÉ) UPDATE CONT'D

To date activity:

Three (3) work orders have been placed
Nineteen (19) requests for check balances

No activity for:

- uploaded recertification documents
- communication with staff

FINANCIAL HIGHLIGHTS FOR MARCH 2022

Revenue

- Rentals - Tenant rents billed were a little under budget but similar to this time last year. The DH utility reimbursements in October resulted in credits against rent due.
- March collections were about \$6,600 less than the previous month.

Other Income

- The Capital Fund “subsidy” was drawn down in January and was substantially less than budget. The CFP money drawn down in the prior year came from two separate CFP grant years. The current budget was based on this doubling up and is therefore not correct since the anticipated amount did not carry over as anticipated.

Operating Subsidy

- Operating subsidy is ahead of budget but is less than the same time last year because of CARES Act funding.
- PHA drew down \$9,300 in granted Short Fall Funding for unit turn over costs; (\$245,148, Oct. 2021)

EXPENSES

Administrative

- Salaries are nicely under budget and less than the prior year.
- Accounting and office/sundry expenses are over budget largely related to software license renewals, software upgrades and grant writing fees.

Utilities

- Total utilities have skyrocketed and are over budget by \$50,453 this month; greater than the previous year by \$200,000.

Maintenance

- Labor is slightly over budget this month and about \$125,000 less than the prior year.
- Materials and contract costs are overbudget and more than the prior year. Unit turnaround costs alone are \$177,000 this year.

General

- Insurance costs rose as the Authority paid \$32,000 in reimbursable deductible charges to the carrier.
- Employee benefits are under budget and less than the prior year.
- Collection loss is being accrued monthly, reflecting much higher rates of tenant rent nonpayment.

The replacement of two heating lines at TK and roof slope repairs at BT are reflected in extraordinary items.

Respectfully Submitted,

P Holden Croslan

P Croslan

Executive Director



FINANCIAL

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1. Year-to-Date Financial Statement-Operating
2. Balance Sheet
3. Profit & Loss-Operating Current Month
4. Profit & Loss-Operating Year to date

Peekskill Housing Authority
Summary Operating Statement - Budget and Actual
Twelve Months Ended March 31, 2022

	Prior Year Year-to-Date Actual	Annual Budget (Dollars)	Year-to-Date Budget	Year-to-Date Actual	Variance - Favorable (Unfavorable)
Revenue					
Operating Receipts					
Dwelling Rentals	1,611,067	1,633,200	1,633,200	1,607,903	(25,297)
Nondwelling Rent	21,844	22,500	22,500	22,204	(296)
Interest Income	75	100	100	83	(17)
Other Income	87,047	80,000	80,000	81,506	1,506
HUD Operating Subsidy	1,450,294	1,212,000	1,212,000	1,286,516	74,516
CFP Operations Subsidy	319,000	310,000	310,000	165,000	(145,000)
Total Operating Receipts - Including HUD Contril	3,489,327	3,257,800	3,257,800	3,163,212	(94,588)
Expenses					
Operating Expenditures					
Administrative:					
Administrative Salaries	392,205	412,000	412,000	353,875	58,125
Legal Expense	49,647	72,000	72,000	53,509	18,491
Training	0	2,000	2,000	0	2,000
Travel	0	0	0	0	0
Accounting Fees	0	0	0	21,600	(21,600)
Auditing Fees	0	9,860	9,860	9,860	0
Telephone, Office Supplies, Miscellaneous	72,421	84,690	84,690	129,768	(45,078)
Total Administrative Expenses	514,273	580,550	580,550	568,612	11,938
Tenant Services:					
Contracts	5,409	0	0	2,237	(2,237)
Relocation and other	0	10,000	10,000	669	9,331
Total Tenant Services Expenses	5,409	10,000	10,000	2,906	7,094
Utilities:					
Water/Sewer	272,732	235,000	235,000	236,412	(1,412)
Electricity	168,398	165,000	165,000	214,433	(49,433)
Gas	138,867	142,500	142,500	211,505	(69,005)
Fuel	6,964	194,000	194,000	124,603	69,397
Total Utilities Expenses	586,961	736,500	736,500	786,953	(50,453)
Ordinary Maintenance & Operation:					
Labor-Maintenance	660,030	532,906	532,906	534,945	(2,039)
Materials - Maintenance	130,549	120,000	120,000	151,519	(31,519)
Maint Contract Costs	252,190	344,440	344,440	398,352	(53,912)
Total Maintenance Expenses	1,042,769	997,346	997,346	1,084,816	(87,470)
Protective Services:					
Contracts	18,372	0	0	4,630	(4,630)
Total Protective Services	18,372	0	0	4,630	(4,630)
General Expense:					
Insurance	246,629	269,400	269,400	287,815	(18,415)
Payments in Lieu of Taxes	0	91,920	91,920	0	91,920
Employee Benefit Contributions	503,266	516,638	516,638	462,077	54,561
Collection Losses	(78)	100,000	100,000	99,701	299
Total General Expenses	749,817	977,958	977,958	849,593	128,365
Nonroutine Items:					
Extraordinary Items	0	0	0	52,942	(52,942)
Total Operating Expenses	2,917,601	3,302,354	3,302,354	3,350,452	4,844
Net Income/(Loss)	571,726	(44,554)	(44,554)	(187,240)	(142,686)

Peekskill Housing Authority

Balance Sheet

As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1111.2 Cash - Operating Account	22,876.41
1111.5 Cash - Payroll Account	27,562.21
1112 Chase - Nonfederal	588,778.94
1114 Security Deposit Fund	75,813.20
1117 Petty Cash Fund	1,000.00
Total Checking/Savings	716,030.76
Other Current Assets	
1122 TAR	100.00
1123 Allowance for Doubt. Accts	-395,920.00
1125 AR HUD	33,947.98
1211 Prepaid Insurance	57,466.00
1260 Material Inventory	29,793.00
1261 Obsolete Inventory	-1,490.00
1122.1 · 1122.1 TAR Bohlmann	218,957.49
1122.2 · 1122.2 TAR Dunbar	166,631.33
1122.3 · 1122.3 TAR Turnkey	71,353.90
1122.7 · 1122.7 TAR Repays Bohlmann	35,052.02
1122.8 · 1122.8 TAR Repays Dunbar	30,597.88
1122.9 · 1122.9 TAR Repays Turnkey	3,590.34
1262 · 1262 Fuel Oil Inventory	16,803.00
Total Other Current Assets	266,882.94
Total Current Assets	982,913.70
Fixed Assets	
1400.10 Leasehold Improvements	3,318,689.76
1400.12 Building Improvements	2,826,518.82
1400.5 Accumulated Depreciation	-22,289,598.60
1400.6 Land	131,611.00
1400.7 Buildings	20,491,074.11
1400.8 Equipment - Dwellings	2,272.00
1400.9 Equipment - Admin	911,327.67
Total Fixed Assets	5,391,894.76
Other Assets	
1400.39 CFP 2018	20,200.00
1420 · 1420 Deferred Outflows GASB-68	456,881.00
1421 · 1421 Deferred Outflows OPEB	1,240,844.00
Total Other Assets	1,717,925.00
TOTAL ASSETS	8,092,733.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2111 Accounts Payable	66,669.24
2114 Tenant Security Deposits	75,793.20
2117.2 NY State W/H	-1,539.90
2117.3 Pension Payable	3,805.31
2117.4 FICA Payable	11.04
2117.5 Group Insurance	1.20
2117.7 CSEA Dues	-71.41
2117.9 Misc W/H	3,918.52
2133 Accrued utilities	109,269.25
2135 Accrued Payroll	39,971.09
2137 Payments in Lieu of Taxes	-0.02
2138 Accrued Comp. Absences	227,281.88
2240 Tenant Prepaid Rents	-31.70
2240.1 · Prepaid Rent Bohlmann	2,373.41

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04/05/22

Accrual Basis

Peekskill Housing Authority
Balance Sheet
As of March 31, 2022

	Mar 31, 22
2240.2 · Prepaid Rent Dunbar	2,132.00
2240.3 · Prepaid Rent Turnkey	421.65
Total Other Current Liabilities	530,004.76
Total Current Liabilities	530,004.76
Long Term Liabilities	
2134 Accrued OPEB	4,698,212.00
2140 Net Pension Liability	621,300.00
2400 Deferred Inflows GASB-68	45,524.00
2410 Deferred Inflows OPEB	1,904,334.00
Total Long Term Liabilities	7,269,370.00
Total Liabilities	7,799,374.76
Equity	
2803 Invested in Capital Assets	5,391,894.76
2807 Unrestricted Net Assets	-4,931,492.19
Net Income	-167,043.87
Total Equity	293,358.70
TOTAL LIABILITIES & EQUITY	8,092,733.46

Peekskill Housing Authority

Profit & Loss

March 2022

	Mar 22
Ordinary Income/Expense	
Income	
3110 Dwelling Rental	
3110.1 Bohlmann Towers	62,378.00
3110.2 Dunbar Heights	46,341.00
3110.4 Turnkey	20,936.00
Total 3110 Dwelling Rental	129,655.00
3190 Nondwelling Rental	
3190.1 Bohlmann Towers	681.27
3190.2 Dunbar Heights	795.00
3190.4 Turnkey	255.00
Total 3190 Nondwelling Rental	1,731.27
3610 Interest on Gen. Fund Inv.	6.14
3690 Other Income	
3690.1 Laundry Room Income	2,885.61
3690.3 Health Center Rent	740.16
3690.4 Verizon Commission	135.73
3690.6 Late Fees	
Bohlmann Towers	2,083.40
Dunbar Heights	1,669.70
Turnkey	679.25
Total 3690.6 Late Fees	4,432.35
3690.8 Work Orders	
Bohlmann Towers	540.00
Dunbar Heights	340.00
Turnkey	220.00
Total 3690.8 Work Orders	1,100.00
3690.9 AC - BT	10.00
3690 Other Income - Other	9.99
Total 3690 Other Income	9,313.84
8020 Operating Subsidy	
8020.1 AMP 1	63,163.00
8020.2 AMP2	47,113.00
8020.5 Shortfall Funds	9,300.00
Total 8020 Operating Subsidy	119,576.00
Total Income	260,282.25
Expense	
4110 Administrative Salaries	38,789.97
4130 Legal Expense	3,384.00
4170 Accounting Fees	1,800.00
4171 Auditing Fees	821.64
4190.3 Telephone	562.17
4190.5 Forms, Station. & Office	6,224.06
4190.6 All Other Sundry	256.32
4190.7 Admin. Service Contracts	1,859.99
4320 Electricity	18,864.58
4330 Gas	39,517.79
4335 Propane	-1,220.94
4340 Fuel	22,751.30
4410 Labor	61,992.09
4420 Materials	
4420.01 Supplies - Grounds	12,726.70
Total 4420 Materials	12,726.70
4430.1 Garbage & Trash Removal	21,060.00
4430.11 Routine Maint Contracts	1,535.00

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04/05/22

Accrual Basis

Peekskill Housing Authority
Profit & Loss
March 2022

	Mar 22
4430.12 Other Maint Contracts	6,707.50
4430.6 Unit Turnaround Contract	20,600.00
4430.9 Exterminating Contracts	2,378.00
4510 Insurance Expense	18,775.48
4540 Employee Benefits	
4540.1 Employee Ben - Admin	14,790.31
4540.2 Employee Ben - Maint	25,713.09
4540.6 GASB-68 Admin	7,065.00
Total 4540 Employee Benefits	47,568.40
4570 Collection Losses	8,333.28
Total Expense	335,287.33
Net Ordinary Income	-75,005.08
Net Income	-75,005.08

Peekskill Housing Authority

Profit & Loss

April 2021 through March 2022

	Apr '21 - Mar 22
Ordinary Income/Expense	
Income	
3110 Dwelling Rental	
3110.1 Bohlmann Towers	801,682.78
3110.2 Dunbar Heights	535,107.37
3110.4 Turnkey	271,112.90
Total 3110 Dwelling Rental	1,607,903.05
3190 Nondwelling Rental	
3190.1 Bohlmann Towers	9,707.77
3190.2 Dunbar Heights	9,615.50
3190.4 Turnkey	2,880.50
Total 3190 Nondwelling Rental	22,203.77
3610 Interest on Gen. Fund Inv.	82.75
3690 Other Income	
3690.1 Laundry Room Income	37,236.27
3690.2 CAP Office Rent	7,200.00
3690.3 Health Center Rent	9,601.60
3690.33 Sun River Rent	1,480.16
3690.4 Verizon Commission	1,656.85
3690.6 Late Fees	
Bohlmann Towers	2,083.40
Dunbar Heights	1,669.70
Turnkey	679.25
Total 3690.6 Late Fees	4,432.35
3690.8 Work Orders	
Bohlmann Towers	4,208.04
Dunbar Heights	2,190.61
Turnkey	430.00
Total 3690.8 Work Orders	6,828.65
3690.9 AC - BT	9,015.23
3690.9 Ac - TK	2,715.48
3690 Other Income - Other	1,338.88
Total 3690 Other Income	81,505.47
3691 Other Income CFP Subsidy	165,000.00
8020 Operating Subsidy	
8020.1 AMP 1	645,551.00
8020.2 AMP2	631,665.00
8020.5 Shortfall Funds	9,300.00
Total 8020 Operating Subsidy	1,286,516.00
Total Income	3,163,211.04
Expense	
4110 Administrative Salaries	353,875.08
4130 Legal Expense	53,509.38
4170 Accounting Fees	21,600.00
4171 Auditing Fees	9,860.00
4190.2 Membership Dues & Fees	1,165.88
4190.3 Telephone	2,677.17
4190.5 Forms, Station. & Office	35,178.30
4190.6 All Other Sundry	20,987.58
4190.7 Admin. Service Contracts	63,871.24
4190.8 Bank Fees	54.19
4190.9 Advertising	5,834.00
4220 Recreation, Publications	669.35
4220.01 Other Tenant Services	2,114.22
4230 Tenant Service Contracts	122.49
4310 Water & Sewer	199,829.64

**PEEKSKILL HOUSING AUTHORITY
RESOLUTION APPROVING THE
PAYMENT OF MONTHLY BILLS AS LISTED
March 2022**

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 2022 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 2022.

Commissioner _____ motioned to vote and Commissioner _____ seconded.

The vote is as follows:

VOTE	YES	NO	ABSENT	ABSTAIN
Chairman Luis A. Segarra				
Commissioner Dwight H. Douglas				
Commissioner Jacqueline Simpkins				
Commissioner Nicola Smith-DeFreitas				
Tenant Commissioner Jessica Martinez				
Tenant Commissioner Yvette Houston				

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 21, 2022

P. Holden Crosland, Executive Director

Date:

2:39 PM

04/14/22

Peekskill Housing Authority

Transaction List by Vendor

March 2022

Type	Date	Num	Memo	Amount
Ace Computer Services Corp.				
Bill	03/17/2022	6055	Monthly IT services	-220.00
Bill Pmt -Check	03/17/2022	16623	Monthly IT services	-220.00
Arvisse Spence				
Bill	03/03/2022	12	February Web Hosting	-500.00
Bill Pmt -Check	03/03/2022	16621	February Web Hosting	-500.00
Bill	03/03/2022	11	January web hosting	-500.00
Bill Pmt -Check	03/03/2022	16622	January web hosting	-500.00
Bill	03/31/2022	13	March web hosting	-500.00
Bill Pmt -Check	03/31/2022	16646	March web hosting	-500.00
Avaya Financial Services				
Bill	03/03/2022	39470...	Office Phones	-135.27
Bill Pmt -Check	03/03/2022	16609	Office Phones	-135.27
Bill	03/31/2022	39678...	Office Phone	-135.27
Bill Pmt -Check	03/31/2022	16647	Office Phone	-135.27
Bond, Schoeneck & King, PLLC				
Bill	03/17/2022	19905...	Labor Attorney Fees	-161.00
Bill Pmt -Check	03/17/2022	16624	Labor Attorney Fees	-161.00
Bill	03/31/2022	19907...	Labor Attorney Fee's	-23.00
Bill Pmt -Check	03/31/2022	16648	Labor Attorney Fee's	-23.00
Chase Card				
Bill	03/17/2022		Purchases-Office and Maintenance	-4,670.13
Bill Pmt -Check	03/17/2022	16641	Purchases-Office and Maintenance	-4,670.13
Bill	03/31/2022		Purchases-Office and Maintenance	-6,725.32
Bill Pmt -Check	03/31/2022	16657	Purchases-Office and Maintenance	-6,725.32
City of Peekskill (cop)				
Bill	03/17/2022		Trash Bill	-21,060.00
Bill Pmt -Check	03/17/2022	16625	Trash Bill	-21,060.00
City of Peekskill (Gas)				
Bill	03/17/2022		Maintenance Gasoline	-167.80
Bill Pmt -Check	03/17/2022	16626	Maintenance Gasoline	-167.80
Con Edison				
General Journal	03/08/2022	GAS	807 Main St heat	25,431.35
General Journal	03/16/2022	GAS	Kiley Ctr	4,721.69
General Journal	03/22/2022	GAS	1227 Howard St	27.18
CSEA				
Bill	03/03/2022		Employee Union Dues	-295.29
Bill Pmt -Check	03/03/2022	16620	Employee Union Dues	-295.29
Bill	03/17/2022		Employee Union Dues	-295.29
Bill Pmt -Check	03/17/2022	16627	Employee Union Dues	-295.29
Bill	03/31/2022		Employee Union Dues	-295.29
Bill Pmt -Check	03/31/2022	16660	Employee Union Dues	-295.29
CSEA Employee Benefit Fund				
Bill	03/03/2022		Dental and Vision	-1,742.04
Bill Pmt -Check	03/03/2022	16610	Dental and Vision	-1,742.04
Bill	03/31/2022		Dental and Vision	-1,887.21
Bill Pmt -Check	03/31/2022	16649	Dental and Vision	-1,887.21
Dawn Rivera				
Bill	03/17/2022		Prepayment credit-move out	-30.00
Bill Pmt -Check	03/17/2022	16628	Prepayment credit-move out	-30.00
DEC Office Leasing				
Bill	03/31/2022	75849...	Office Copier Lease	-149.00
Bill Pmt -Check	03/31/2022	16650	Office Copier Lease	-149.00
DEC Office Solutions, Inc.				
Bill	03/03/2022	75531...	Office copier meter charges	-153.00
Bill Pmt -Check	03/03/2022	16611	Office copier meter charges	-153.00
Bill	03/17/2022		Office copier meter charges	-286.77
Bill Pmt -Check	03/17/2022	16629	Office copier meter charges	-286.77
Bill	03/31/2022	222199	Toner for office copier	-19.95
Bill Pmt -Check	03/31/2022	16651	Toner for office copier	-19.95
Employee Benefits Division				
Bill	03/17/2022	574	Employee Benefits	-30,640.22
Bill Pmt -Check	03/17/2022	16630	Employee Benefits	-30,640.22

Peekskill Housing Authority

Transaction List by Vendor

March 2022

Type	Date	Num	Memo	Amount
Endicott Comm, Inc.				
Bill	03/17/2022	22020...	Answering Service	-146.31
Bill Pmt -Check	03/17/2022	16631	Answering Service	-146.31
Bill	03/31/2022	22030...	Answering Service	-145.32
Bill Pmt -Check	03/31/2022	16652	Answering Service	-145.32
Equifax Verification Services				
Bill	03/17/2022	20517...	Online verification services	-139.99
Bill Pmt -Check	03/17/2022	16632	Online verification services	-139.99
HD Supply Facilities Maintenance Ltd.				
Bill	03/17/2022	92007...	Misc. Maintenance Supplies	-1,144.29
Bill Pmt -Check	03/17/2022	16642	Misc. Maintenance Supplies	-1,144.29
Bill	03/31/2022		Misc. Maintenance Supplies	-1,199.64
Bill Pmt -Check	03/31/2022	16653	Misc. Maintenance Supplies	-1,199.64
Home Depot Credit Services				
Bill	03/17/2022		Misc. Maintenance Supplies	-2,615.75
Bill Pmt -Check	03/17/2022	16633	Misc. Maintenance Supplies	-2,615.75
Home Improvement St. John's				
Bill	03/31/2022		696 Highland Avenue #1J Unit Turnover	-9,300.00
Bill Pmt -Check	03/31/2022	16659	696 Highland Avenue #1J Unit Turnover	-9,300.00
Housing Authority Risk Retention Group				
Bill	03/03/2022	65501...	Reimbursable Deductable	-2,704.75
Bill Pmt -Check	03/03/2022	16612	Reimbursable Deductable	-2,704.75
Internal Revenue Service				
General Journal	03/03/2022	EFTPS	EFTPS 3/3	4,107.00
General Journal	03/17/2022	EFTPS	EFTPS	4,386.00
General Journal	03/31/2022	EFTPS	EFTPS	4,045.00
IRS				
Bill	03/03/2022	CP161	Employer ID#13-1867414, September 30,2021 form 941	-463.23
Bill Pmt -Check	03/03/2022	16613	Employer ID#13-1867414, September 30,2021 form 941	-463.23
John G. Cruikshank				
Bill	03/17/2022	4877	Monthly Accounting Fees	-1,800.00
Bill Pmt -Check	03/17/2022	16634	Monthly Accounting Fees	-1,800.00
Kinsley Power Systems				
Bill	03/17/2022	0146576	Generator Service-Bohlmann Towers	-515.00
Bill Pmt -Check	03/17/2022	16635	Generator Service-Bohlmann Towers	-515.00
LAN Associates LLP.				
Bill	03/17/2022	26177	Downpayment for Dunbar exterior work	-6,707.50
Bill Pmt -Check	03/17/2022	16645	Downpayment for Dunbar exterior work	-6,707.50
Loretta Male				
Bill	03/03/2022		Medicare part b reimbursement 2021 tax year	-1,782.00
Bill Pmt -Check	03/03/2022	16614	Medicare part b reimbursement 2021 tax year	-1,782.00
New York Power Authority				
Bill	03/17/2022	61001...	Electric Charges, all sites	-19,924.13
Bill Pmt -Check	03/17/2022	16636	Electric Charges, all sites	-19,924.13
NYS and Local Retirement Systems				
General Journal	03/10/2022	ERS	March pension payt	1,746.85
NYS Income Tax				
General Journal	03/04/2022	NYS-1	NYS-1 3/4	1,790.17
General Journal	03/04/2022	NYS-1	NYS-1	1,595.00
General Journal	03/17/2022	NYS-1	NYS-1	1,665.55
General Journal	03/31/2022	NYS-1	NYS-1	1,586.07
NYSIF				
Bill	03/17/2022	61326...	Worker's Compensation	-3,827.34
Bill Pmt -Check	03/17/2022	16637	Worker's Compensation	-3,827.34
Pestech				
Bill	03/03/2022	945484	Monthly Service Fee	-794.00
Bill Pmt -Check	03/03/2022	16615	Monthly Service Fee	-794.00
Bill	03/31/2022		Invoices #952032,952035 & 950426	-1,584.00
Bill Pmt -Check	03/31/2022	16658	Invoices #952032,952035 & 950426	-1,584.00
Pierro & Kamensky				
Bill	03/17/2022		Legal Fees February 2022	-3,200.00
Bill Pmt -Check	03/17/2022	16638	Legal Fee's February 2022	-3,200.00
Pitney Bowes Global Financial Serv. LLC				
Bill	03/03/2022	33152...	Yearly stamp machine lease renewal	-478.80
Bill Pmt -Check	03/03/2022	16616	Yearly stamp machine lease renewal	-478.80

Peekskill Housing Authority
Transaction List by Vendor
March 2022

Type	Date	Num	Memo	Amount
Ready Refresh				
Bill	03/17/2022	22B06...	Office Water Cooler	-191.35
Bill Pmt -Check	03/17/2022	16639	Office Water Cooler	-191.35
Bill	03/31/2022	22c06...	Office Water Cooler	-64.97
Bill Pmt -Check	03/31/2022	16654	Office Water Cooler	-64.97
Rivera's Landscaping and Construction Inc				
Bill	03/03/2022		Unit Turnover-#8D Dunbar Heights	-11,300.00
Bill Pmt -Check	03/03/2022	16617	Unit Turnover-#8D Dunbar Heights	-11,300.00
Robison Oil				
Bill	03/03/2022		Delivery 2/18	-7,116.04
Bill Pmt -Check	03/03/2022	16618	Delivery 2/18	-7,116.04
Bill	03/17/2022		90001533614	-8,041.40
Bill Pmt -Check	03/17/2022	16640	VOID: 90001533614,90001537116,90001539660 &90001...	0.00
Bill Pmt -Check	03/17/2022	16644	90001533614	-8,041.40
Bill	03/31/2022		Oil Delivery 3/18/22	-7,593.86
Bill Pmt -Check	03/31/2022	16655	Oil Delivery 3/18/22	-7,593.86
Sav-Mor Discount Auto Parts				
Bill	03/17/2022		Misc. Maintenance supplies	-1,340.31
Bill Pmt -Check	03/17/2022	16643	Misc. Maintenance supplies	-1,340.31
Suburban Propane				
Bill	03/31/2022		Propane Delivery 3/12/22	-1,199.84
Bill Pmt -Check	03/31/2022	16656	Propane Delivery 3/12/22	-1,199.84
William J. Seekircher Artistic Glasswork				
Bill	03/03/2022	21822	Repair 4 windows	-1,020.00
Bill Pmt -Check	03/03/2022	16619	Repair 4 windows	-1,020.00

PUBLIC HOUSING

PEEKSKILL HOUSING AUTHORITY

REQUEST FOR QUALIFICATIONS FOR PUBLIC HOUSING REPOSITIONING SPECIAL COUNSEL LEGAL SERVICES

RFQ #042022

DATE OF ISSUE:

APRIL 12,2022

RESPONSE DUE DATE:

MAY 10,2022 3:00PM

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Exhibit E. Form HUD-5369-B Instructions	Attached
Exhibit F. Form HUD-5369-C Certifications and Representations	Attached
Exhibit G. Form HUD-5370-C General Conditions	Attached

LEGAL NOTICE

PEEKSKILL HOUSING AUTHORITY Request For Qualifications "RFQ" For Repositioning Legal Services RFQ # 042022

SECTION 1: INTRODUCTION

Background. The mission of the Authority is to provide decent, safe and affordable housing for low and moderate-income residents of the City of Peekskill.

The Peekskill Housing Authority (PHA), Peekskill, New York presently employs a staff of 11 full-time employees and is the provider of subsidized housing in Peekskill. PHA's goal is to be a leader in the housing industry by providing safe, clean and affordable housing opportunities to low-income persons while promoting self-sufficiency, upward mobility, and customer satisfaction. With integrity, high ethical standards, and competence, PHA is committed to transparently provide housing to offer to low-income residents of the City of Peekskill:

- Quality affordable housing opportunities,
- Neighborhood revitalization and community renewal activities,
- Partnerships with private and public entities to optimize resources through innovative programs,
- Efficient and effective management of resources,
- Education, literacy, social, career development and economic self-sufficiency programs.

The PHA owns, manages, and supervises a total of 273 public housing units.

1.1 Intent.

The Peekskill Housing Authority (“PHA”) is requesting competitive qualifications from responsible, qualified individuals, firms, or teams to provide legal services for the agency’s repositioning process as outlined in the following “Scope of Work”. The PHA intends to select one or more legal service provider(s) with demonstrated and successful experience as general and/or special counsel in connection with affordable housing development and such other matters relative to New York municipal housing authorities.

1.2 Submissions.

This RFQ invites sealed responses (“Responses”) from qualified legal service providers (“Respondents”). The PHA intends to enter into a retainer agreement with one or more of the Respondents to render legal services (the “Selected Respondent”). One (1) original and seven (7) paper copies of the Response and one (1) digital copy of the Response on a USB drive must be submitted, sealed in an opaque envelope clearly marked with the name and number of the proposal and the name and address of the proposer. Proposals must be received no later than **May 10, 2022, at 3:00 P.M.**, at the following address:

Peekskill Housing Authority Office

807 Main Street, Peekskill, NY 10566

Confidential Bid Documents

P Holden Croslan

1.3 Sole Point of Contact.

The sole point of contact for this RFQ is P Holden Croslan, Executive Director of the Peekskill Housing Authority. The Sole Point of Contact can be reached by phone at (914) 739-1700 or by email at pcroslan@peekskillha.com. Direct all questions, comments, or requests for clarification or changes regarding this RFQ to this individual. Respondents must not communicate directly or by proxy with the Authority’s Board of Directors or any of the Authority’s employees not specifically named in this RFQ, regarding this RFQ, except upon invitation by the Authority in a formal interview by the Sole Point of Contact.

1.4 Key Dates.

Date	Action
April 12, 2022	Date of Issue
April 26, 2022	Deadline for Questions
May 10, 2022 at 3:00PM	RFQ Proposals Due
May 20 – June 17, 2022	Notification of Selected Respondent

1.5 Award.

It is the intent of the PHA to enter into a retainer agreement with the Selected Respondent (“Agreement”). Any notice of preliminary award pursuant to this RFQ shall be conditioned on the Selected Respondent and the PHA negotiating and entering into a form of Agreement that is acceptable to the Authority, in its sole and absolute discretion. Upon receipt of a preliminary notice of award, the Selected Respondent and the Authority

will negotiate the terms of the Agreement, which will include the specific responsibilities of the Selected Respondent.

SECTION 2: SCOPE OF SERVICES

SCOPE OF WORK

Under PHA direction, the successful firm will be responsible for assisting the PHA with any and all legal aspects associated with the repositioning process, including but not limited to negotiations and evaluation of agreements (e.g., HUD conversion, financing and development agreements, Operating Agreements, Payment in Lieu of Taxes, Ground Lease, Property Management Agreement, Low Income Housing Tax Credit, Declaration of Restrictive Covenants, and Section 8 Project Based Rental Assistance documents). The Legal Consultant will provide legal opinions and/or recommendations that will enable PHA to achieve its program goals. The Legal Consultant will also be responsible for analyzing and evaluating documents; analyzing the legal implications of finance options; conveying to PHA the likely legal implications of the developer and/or investor proposals; and assisting PHA in protecting its interests and resources.

The Legal Consultant will be responsible for drafting any documents with respect to repositioning including tax credit transactions. The scope of services may include representation with respect to land use matters including subdivision or land use issues, the real estate transfer, title and/or survey review, preparation of bid documents, and representation on any environmental concerns, litigation, leasing or resolution of construction contract disputes. PHA's counsel may be responsible for some real property/land use matters on behalf of the project.

The Legal Consultant will be a direct advisor to the PHA, its staff and consultants throughout the development process. Additionally, with PHA's approval, the Legal Consultant will be expected to work in partnership with the development team consisting of the PHA's attorney, staff and Commissioners, the PHA's development partner, HUD, the City of Peekskill, the State of New York, and other key stakeholders.

Legal Consultant scope of services includes (but is not limited to):

- a) Advise the PHA on local, state, and federal statutory and regulatory matters relative to implementation of the project;
- b) Provide comprehensive representation of the PHA in negotiations with HUD, the proposed development partner, investors, consultants, other agencies, and lenders as necessary;
- c) Represent the PHA in connection with tax credit syndication and issuance of tax-exempt bonds;
- d) Represent the PHA relative to all financing associated with the Project;
- e) Legal advice and assistance in creating appropriate legal entities as affiliates or subsidiaries of the PHA;

- f) Legal advice, written opinions pertaining to conversion from public housing to other programs;
- g) Author, review and/or provide comments on all relevant and related documents;
- h) Participate in necessary development team meetings, Board of Commissioner meetings, and other meetings as deemed necessary by the PHA;
- i) Coordinate and, with PHA's approval, procure legal sub consultants (if necessary);
- j) Work with the City of Peekskill, County of Westchester, and other jurisdictions to secure a Payment in Lieu of Taxes Agreement;
- k) Preparation and negotiation of the documents required for the closing of the repositioning conversion;
- l) Assistance in converting public housing to other programs, including preparation of closing packages to file with HUD;
- m) Assist and represent the PHA relative to the capital renovation projects and all of the various components associated therewith;
- n) Assist the PHA with the structure and terms of any partnership agreement(s) into which the PHA may enter with its development partner and/or equity investor;
- o) Facilitate approval by HUD for the repositioning conversions;
- p) Develop legal mechanisms for transferring ownership and management of properties to the PHA after certain regulatory and financing periods have lapsed;
- q) Assistance in working with the New York State Homes and Community Renewal on the allocations of Low Income Housing Tax Credits and related issues with funding and financing;
- r) Developer Agreement between the Authority and its proposed developer. This document establishes the duties and responsibilities of the parties, the allocation of expenses and risks, provides guarantees, describes the proposed ownership structure and the Authority's role, if any, in the ownership of the project, as well as the compensation for both parties;
- s) All others matters as applicable.

SECTION 3: EVALUATION SCORING

3.1 The evaluation process is designed to award the Response not necessarily to the Respondent of least cost, but rather to the Respondent (a) with the best combination of attributes based on the evaluation criteria, and (b) who submits a Response that, all things considered, the Authority determines is the best value and in the best interest of the Authority. A score shall be calculated for each criterion for each Response. The score shall be the sum of the rating assessed by the evaluation team for any given criterion, multiplied by the pre-established weight for that criterion. The total of the scores for all criteria in each proposal will be known as the proposer's final score.

3.2 Criteria and weights are as follows:

EVALUATION CRITERIA	Maximum Points
<p>1. Firm Staff Experience</p> <p>Evidence of the respondent's experience, knowledge and expertise of closing transactions and providing legal guidance with respect to projects such as RAD, public housing, Low Income Housing Tax Credit Program, HUD, HOME, supportive housing and New York State funding, Project-Based Section 8, FHA, and other mixed finance sources.</p> <p>a) Knowledge of current mixed finance legal structures accepted by New York State and HUD.</p> <p>b) Experience providing realistic legal strategies and/or recommendations for implementing affordable housing developments.</p> <p>c) Experience providing legal services in the areas of New York real estate transactions and partnership formations.</p> <p>d) Reviewing, negotiating and drafting documents in order to secure HUD and New York State approvals.</p>	[30]
2. Staff's Qualifications and Experience: Qualifications and relevant experience of firm's personnel (and sub-consultant's personnel, if applicable) likely to be assigned for any work assignment.	[25]
3. Cost: Retainer and proposed hourly rates for providing these services. List the names and an all-inclusive preferred hourly rate for each staff member likely to be assigned for any work assignment created by this RFP.	[15]
4 Prior experience with funding sources for repositioning from public housing to other programs utilizing HUD and New York State funds.	[25]
5. Utilization and/or employment of Section 3 residents/firms in this project, and the involvement and use of MBE/WBE enterprises in this project as well as commitment to NYS and Federal goals. Alternative means to show good faith for these goals.	[5]
TOTAL POINTS	100

- The Authority may make such investigations it deems necessary to determine the ability of the Respondent to perform the Scope of Services. The Respondent shall furnish to the Authority, within five (5) days of a request, all such information and data for this purpose as may be requested.
- The Authority reserves the right to reject any Response if the information submitted by, or investigation of, such Respondent fails to satisfy the Authority that such Respondent is qualified to carry out the Scope of Services. During the evaluation of Responses, the Authority may require clarification of information or may invite Respondents to an oral presentation.
- The Authority will select the Respondents that it deems to be the best value and, in the Authority's, best interest and issue a preliminary notice of award to the Selected Respondent. The Authority is free to withdraw such preliminary notice at any time and for any reason, including failure to complete final negotiation of the Agreement, or disapproval of the Agreement by the Authority.
- All inquiries with respect this RFQ must be submitted in writing to the Sole Point of Contact via electronic mail at pcroslan@peekskillha.com. Replies will be issued by addenda posted on the Authority's website. Only questions answered by formal written Addenda will be binding to the Authority. It is the responsibility of all Respondents to refer frequently to the Authority's website to check for any addenda.

SECTION 4: PROPOSAL CONTENT AND FORMAT REQUIREMENTS:

4.1 Qualifications. Respondents must submit a concise Response that includes the following:

- A description of its experience in general representation of public entities, including New York State municipal housing authorities or other public authorities.
- A description of its experience with the Scope of Services. Provide a brief description of services the Respondent expects to provide to the Authority. Indicate whether the Respondent is prepared to render the Scope of Services using its own resources or whether some services will be subcontracted. If the Respondent seeks to subcontract some services, indicate the subcontractor that the proposer seeks to use. The description should emphasize services to be subcontracted, if any.
- A description of its availability to accommodate the legal needs of the Authority. The Respondent must demonstrate that primary and reasonably qualified backup and support attorneys are available as needed, and that the Respondent has staff capabilities to perform the work on a timely basis. Please identify the nature of resources available to support this effort (i.e., solo practitioner, small firm, large firm, subcontractor services available where necessary, etc.).
- The names of the partners, associates, and paralegals who would be assigned to the Authority's account and their experience in performing services similar to the services requested in this RFQ. Include resumes for all employees expected to be involved on this account. Include a description of each employee's function in the firm, title, office address, and number of years of service with the firm and other relevant experience.
- Discuss any conflicts of interest, actual or perceived, that may arise in connection with the proposing attorney(s) or firm's involvement with the Authority. If conflicts do or might arise, describe how the firm would resolve them.

- Indicate the address of the office through which the Authority's account will be primarily serviced and any anticipated travel or other such costs.
- Provide any other information you believe would make the proposing law firm's representation of the Authority superior to other firms' representation.
- Provide three client references, including name, address, email and telephone number.
- Indicate whether the proposer is a New York State certified Minority or Women-Owned Business Enterprise or Service-Disabled Veteran-Owned Business. The PHA is committed to equal opportunity in its procurement and encourages Section 3 and M/WBE firms to respond to this solicitation.

The PHA encourages applications from Minority/Women Business Enterprises (M/WBEs), and Section 3 firms. We also encourage law firms to partner with these types of entities to provide employment opportunities to the disadvantaged. In accordance with New York State and HUD law and regulations, it is the policy of the PHA to encourage Minority and Women Business Enterprises as well as Section 3 firm participation in this program by contractors, subcontractors, and suppliers, and all Proposers are expected to cooperate in implementing this policy.

4.2 Cost.

Total fees for specific development projects will be negotiated as specific task orders based upon preferred hourly rates. Task orders will contain detailed descriptions of the services to be provided and a maximum price for each task. Task orders for the entire project will be negotiated prior to the execution of a contract. Any changes to the project's task orders will be negotiated and approved in the form of a "change order." Legal consulting services will be billed according to the agreed upon hourly rate. Legal consulting services not specific to a task order will be billed according to the agreed upon rate and terms of the fee proposal.

Please include hourly billing rates of key staff with their responsibilities, including sub-consultants, if applicable. Fee proposals shall also provide a budget for travel, material, and related costs. All parts of the fee proposal are considered negotiable.

4.3 The Response must include:

- (a) For each person whose resume is provided above, provide their normal hourly rate and the hourly rate at which the Authority would be charged.
- (b) For each applicable category of support staff or other assigned staff, the normal hourly rate and the hourly rate the proposer would charge the Authority, if billed separately.
- (c) Any reduced rates or fees charged other State or local governments in New York for these types of services.
- (d) A statement of the basis on which any other firm expenses related to services provided to the Authority would be billed, if other than cost.

- (e) A statement of any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate you from other proposers and make your firm's services more cost effective for the Authority.

4.4 Mandatory Documentation.

The proposal submission must include the following documents completed and executed by the proposer:

Exhibit A – Initial Disclosure Form;
Exhibit B – Legal Status Form;
Exhibit C – Non-Collusion Bidding Certificate;
Exhibit D – Bidder Hold Harmless Agreement;
Exhibit E – Form HUD-5369-B Instructions to Offerors of Non-Construction;
Exhibit F – Form HUD-5369-C Certifications and Representations of Offerors
Non-Construction Contract;
Exhibit G – Form HUD 5370-C General Conditions for Non-Construction Contracts.

SECTION 5: STATEMENT OF LIMITATIONS

By submitting a response to this RFQ, each Respondent acknowledges and accepts the Authority's following statement of limitations.

- The issuance of this RFQ and the submission of a Response, or the selection of a Selected Respondent does not obligate the Authority in any manner whatsoever. Legal obligations will only arise upon Authority approval and execution of the Agreement.
- The Authority reserves the right to (a) amend, modify, or withdraw this RFQ in its sole discretion; (b) revise any requirements of this RFQ; (c) select multiple Responses; (d) reject any or all Responses; (e) make an award under this RFQ in whole or in part; (f) disqualify any Respondent whose conduct and/or proposal fails to conform to the requirements of this RFQ; (g) seek clarifications and revisions of Responses; (h) use Response information obtained through interviews and its investigations of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent; (i) prior to the Respondent selection, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available; (j) prior to the Respondent selection, direct Respondents to submit Response modifications addressing subsequent RFQ amendments; (k) change any of the scheduled dates; (l) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Respondents; (m) waive any requirements that are not material; (n) negotiate with the Selected Respondent within the scope of the RFQ in the best interests of the Authority; (o) conduct contract negotiations with the next responsible Respondent, should the Authority be unsuccessful in negotiating the Selected Respondent; and (p) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Response and/or to determine a Respondent's compliance with the requirements of this RFQ.
- Those submitting Responses do so entirely at their own expense. There is no express or implied obligation by the Authority whatsoever to reimburse any Respondent for any costs incurred in preparing a Response, preparing or submitting additional information requested by the Authority, participating in any selection interviews, negotiating and preparing the Agreement.

SECTION 6: ADDITIONAL INFORMATION

6.1 Freedom of Information Law.

The New York State Freedom of Information Law, as set forth in Article 6, Section 84–90 of the Public Officers Law, mandates public access to government records. However, Responses may contain technical, financial background or other data, the public disclosure of which could cause substantial injury to the Respondent’s competitive position or constitute a trade secret (“Confidential Information”). Respondents who have a good faith belief that the information submitted in its Response is protected from disclosure must clearly identify the pages of the Response containing such information by typing in bold face on the top of each page, “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”. The Authority assumes no liability for disclosure of information so identified, provided that the Authority has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

6.2 Vendor Responsibility.

All Respondent’s must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out the Scope of Services under this RFQ, and in addition must demonstrate that the Respondent has and will maintain the level of integrity needed to contract with the Authority.

EXHIBIT A
INITIAL DISCLOSURE FORM

1. Exceptions to the RFQ (Please check one of the following)

- ☐ This Response does not take exception to any requirement of the RFQ.
- ☐ This Response does take exception to requirements of the RFQ. The specific exceptions are listed in a separate attachment.

2. State Debarment List

Is the Respondent on the State of New York's Debarment List?

- ☐ Yes
- ☐ No

3. Arbitration/Litigation

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

- ☐ Yes If "yes," attach a sheet fully describing each such matter.
- ☐ No

5. Criminal Proceedings

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

- ☐ Yes If "yes," attach a sheet fully describing each such matter.
- ☐ No

6. Legal Malpractice

Within the last three years, has the Respondent or any of its principals (regardless of the place of employment) been sued for legal malpractice?

- ☐ Yes If "yes," attach a sheet fully describing each such matter.
- ☐ No

7. Ethics and Offenses in Public Projects or Contracts

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

- ☐ Yes If "yes," attach a sheet fully describing each such matter.
- ☐ No

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # _____

- * The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

Signature

This form must be signed and returned with the proposal

**EXHIBIT B LEGAL
STATUS FORM**

Please fully complete the applicable section below, attached a separate sheet if you need additional space, and sign this form.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

Please Check One:

Sole Proprietorship: ☐

Limited Liability
Company: ☐

Corporation: ☐

Partnership: ☐

If a Sole Proprietorship

Proposer's Full Legal Name:

Does the proposer have a "permanent place of business" in New York, as defined above?

Yes ☐ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.

Street Address:

City:

State:

ZIP Code:

Mailing Address (if different from Street Address):

City:

State:

ZIP Code

Owner's Full Legal Name:

Number of years engaged in business under "Sole Proprietor" or Trade Name:

If a Corporation

Proposer's Full Legal Name:

Does the proposer have a "permanent place of business" in New York, as defined above?

Yes ☐ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.

Proposer's Full Legal Name:

Street Address:

City:

State:

ZIP Code:

Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Proposer's Full Legal Name:		
Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Proposer's Full Legal Name:		
Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		

City:	State:	Zip Code:
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Owner's Full Legal Name:
Number of years engaged in business:
Names of Current Partner(s):

Disclosure Form Authorization

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # : _____

Signature

* The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

This form must be signed and returned with proposal

EXHIBIT C
NON-COLLUSION BIDDING CERTIFICATE

By submission of this Response, the Respondent and each person signing on behalf of the Respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The fees set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

Unless otherwise required by law, the fees which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by Respondent to induce any other person, partnership or corporation to submit or not to submit, a Response for the purpose of restricting competition.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 20__

Notary Public

This form must be signed and returned with proposal

EXHIBIT D

RESPONDENT HOLD HARMLESS AGREEMENT

____ ("Respondent") hereby agrees that it will indemnify and save harmless the Peekskill Housing Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Peekskill Housing Authority by reason of any omission or act of Respondent, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Peekskill Housing Authority in defending any suit, including attorneys' fees. Furthermore, at the option of the Peekskill Housing Authority, as the case may be, Respondent shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 20__

Notary Public

This form must be signed and returned with proposal

EXHIBIT E

FORM HUD-5369-B

INSTRUCTIONS TO OFFERORS OF NON-CONSTRUCTION

(attached)

EXHIBIT F

FORM HUD-5369-C

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION
CONTRACT**

(attached)

EXHIBIT G

FORM HUD-5370-C

GENERAL CONDITIONS FOR NON-CONSTRUCTION

(attached)

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.