

JACKIE ROBINSON HOUSES

Resident Meeting #4: Lease Signing

09/12/2023



131 Saint Nicholas Ave • Corsi Houses • Morris Park Senior Citizens Home
Taff Rehabs • UPACA 5 • UPACA 6 • Jackie Robinson Houses

AGENDA

- ❖ PACT Overview NYCHA
- Spring/Summer Meeting Recap
- Lease Signings
- ❖ Next Steps
- **♦** Q&A



What Is PACT?

- NYCHA needs \$78 billion to fully renovate and modernize its housing, but the federal government has provided only a fraction of the funding needed.
- Through PACT, developments are included in the Rental Assistance Demonstration (RAD) and convert to a more stable, federally funded program called Project-Based Section 8.
- PACT unlocks funding to complete comprehensive repairs, while keeping homes permanently affordable and ensuring residents have the same basic rights as they possess in the public housing program.

PACT Investments & Improvements



Renovated apartment at Twin Parks West



Site improvements at Baychester



Repaired roof and solar panel system at Ocean Bay (Bayside)



Renovated building entrance at Ocean Bay (Bayside)

How PACT Works

PACT depends on partnerships with private and non-profit development partners, who are selected based on resident input.

COMPREHENSIVE REPAIRS

Development partners bring design and construction expertise. They address all the physical needs at the development.

PROFESSIONAL MANAGEMENT

Property management partners are responsible for the day-to-day operation and upkeep of the buildings and grounds.

ENHANCED SERVICES

Partnerships with social service providers help improve on-site services and programming through input from residents.



Betances



Ocean Bay (Bayside)

PUBLIC CONTROL: NYCHA & RESIDENTS

Your development will remain under public control. After conversion, NYCHA will continue to own the land and buildings, administer the Section 8 subsidy and waitlist, and monitor conditions at the development. Where needed, NYCHA can step in to resolve any issues that may arise between residents and the new property management team.

^{*} PACT uses the Rental Assistance Demonstration (RAD), which was designed to ensure that as developments transition to the Section 8 program, homes remain permanently affordable and residents have the same basic rights as they possess in the public housing program.

PACT Resident Protections

- Rent will be 30% of your total adjusted gross household income.*
- You will have the right to organize.
- Resident associations will continue to receive funding.
- You will have the right to renew your leases.
- Your application will not be re-screened upon conversion.

- You will be able to request to add relatives onto your leases.
- You will continue to have succession rights.
- You will be able to have grievance hearings.
- You will have the opportunity to apply for jobs created by PACT.

^{*}Exceptions may apply to households who pay flat rent, are current tenant-based Section 8 participants, or a mixed family, as defined by HUD.

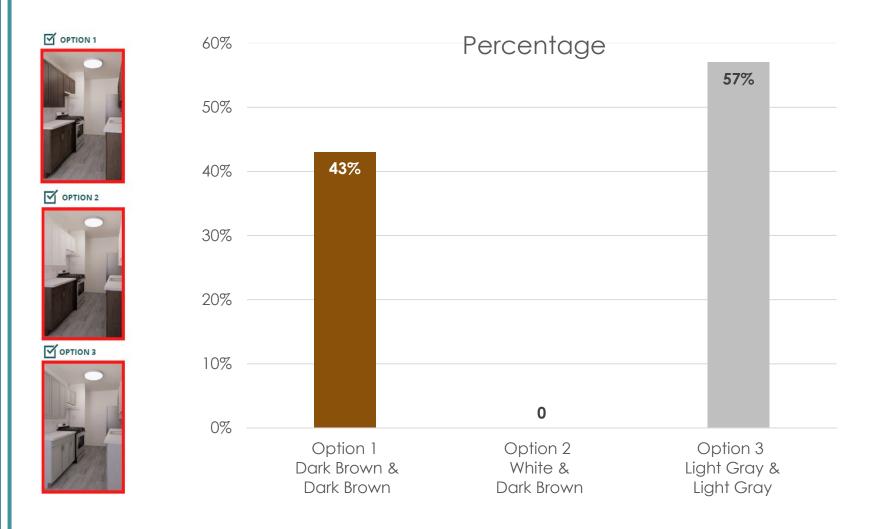


Spring/Summer Meeting
Recap



Spring/Summer Recap

Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for Jackie Robinson Houses.



Spring/Summer Recap

Thank you for your participation in the project surveys

Your input is informing the landscape plan currently in progress

COMMON FEEDBACK

- Keep the trees, they provide good shade but need pruning
- Some residents don't feel safe using the outdoor spaces
- Residents prefer the outdoor spaces to be fenced
- 56% of survey respondents expressed that there is "insufficient litter bins/waste management"
- Rat problem

DESIRED IMPROVEMENTS/NEW PROGRAMS

- New look; the outdoor space can be more inviting and aesthetically appealing
- 72% of survey respondents said "more outdoor lighting is needed"
- 60% of respondents said "paving areas / pathways need repair"
- 60% of survey respondents said "plantings need replacement / updating"
- 83% of survey respondents said "site safety and security needs to be improved"



Lease Signings



Introductions to Lease Signings

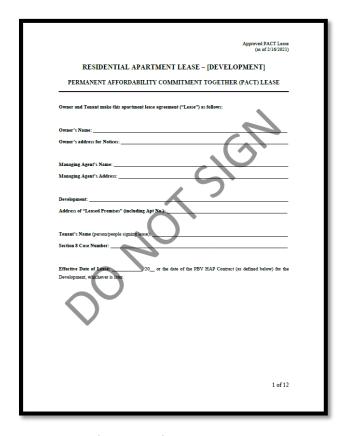
- * Residents will receive a copy of the sample PACT lease prior to lease signings.
- Residents will have an opportunity to contact the Lease Signing Team or Legal Aid Society with any questions or concerns about their lease.
- Lease signings will be held at your respective building & each household will have a dedicated appointment.
- Appointment notices along with the list of required documents will be mailed prior to your lease signing (Government-Issued Photo ID required for tenant of record and co-lessee).
- If you require a special accommodation to sign your lease, such as a home visit, please contact the Lease Signing Team upon receiving your appointment.
- ❖ If a resident is unable to meet in person, the Lease Signing Team can accommodate signing electronically.

Introductions to Lease Signings

- Every household must sign a new lease. This is a critical part of the Harlem PACT conversion
- Harlem PACT residents will transition from Section 9 (Public Housing) to Section 8 Project Based Voucher. Residents will pay 30% of total adjusted gross household income towards the rent.
- What is a lease?
 - A lease is a binding contract between a landlord and resident for a specified period.
 - Lease agreements outline the responsibilities of both the landlord and resident.
 - Lease agreements outline resident rights.

PACT Lease Pg. 1: Lease Effective Date & Household Information

- ❖ Pg. 1 of the PACT lease will be prefilled with information NYCHA has on file for your household, including your Section 8 case number.
- During your lease signing appointment, please ensure all information on this page is correct.
- The effective date of your PACT lease will be the date of the PACT conversion, which is expected to happen in 2024.



Sample Lease

PACT Lease Pg. 2: Section 8 and Resident Rent Portion

Pg. 2 of the PACT lease includes information about Section 8 and your monthly rent.

- Current Jackie Robinson Houses residents automatically qualify for Section 8 through the PACT program.
- This page will be pre-filled with your rent amount, which is determined by NYCHA's Leased Housing office. Your rent will be 30% of adjusted gross household income.
- Residents who currently pay a flat rent will have their rents increased to 30% of adjusted gross household income over a five-year phase-in period.

Approved PACT Lease (as of 2/16/2021)

 HEADINGS: Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. MONTHLY RENT TO THE OWNER:

The monthly "Contract Rent" to the Owner is determined by the New York City Housing Authority ("FYYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the Owner prior to Tenant signing the Lease:

- A. Unit on Section 8 Project-Based Housing
 Assistance Payment ("HAP") Contract. See
 Subparagraph 2.a.
- ___ B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. See Subparagraph 2.b.
- C. Unit not on Section 8 Project-Based HAP Contract but Tenant is Section 8 Tenant-Based participant. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).
- a ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract. Evel month is Owner and/or Managing Ageas will credit a bosum assistance payment received faura. The AB. As may (the "monthly housing assistance payment") against the monthly Contract Rear. The amount of the monthly housing assistance payment will be desermined by SYCTAR in accordance with HUD requirements for a tenancy under the Section 8 DYYCTAR assistance and the SYCTAR in accordance with HUD requirements for a tenancy under the Section 8 DYYCTAR assistance and the SYCTAR assistance and the SY

The remaining portion of the Coutract Reat is the Tenant's portion of the rent Vou as Tenant are responsible for paying to the Owner this "Tenant's portion of the rent" which is an amount that is equal to theiry (20%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing. seast residing at the Development, and if, or the initial convenion of the Development to projectbased Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (36%) percent or your adjusted gross income, and such increase is by more than the greater of the (10%) percent or your adjusted gross income, and such increase is by more than the greater of the (10%) percent or your adjusted gross income, and such increase is by nove that the greater of the (10%) percent or NYCHA, such increase will be phase-in over a 5year priord. Such phase-din increase will be calculated by NYCHA in stoodance with the requirements test forth in the RaD Notice.

The Contract Rent is the sum of the mouthly housing assistance payment plus Team's portions of the rent. The Team's portion of the rent state of the rent st

TENANT'S PORTION OF THE RENT: The initial Tenant's portion of the rent shall be

MONTHLY HOUSING ASSISTANCE
PAYMENT: The initial monthly housing assistance

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$

ONLY IF 2(B) IS CHECKED: Unit not on Project-Based HAP Contract.

(i) At Initial Conversion. If it initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 50), and you received the "Rent Election Ferm" attached to his Leave as a Roller and elected to pay the Contract Rent Amount as shown in the Rent Amount is lower than theiry (20%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract, or

PACT Lease Pg. 3: Household Information

Pg. 3 of the PACT lease lists each member of your household and their

relationship to the head of household.

If you submitted a request to NYCHA to add or remove household members, please bring a copy of this paperwork to your lease signing appointment.

NYCHA's Leased Housing Department will be responsible for processing these requests after the PACT conversion, but we can help you follow up. Approved PACT Lease (as of 2/16/2021)

(ii) After Initial Conversion: If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rest exceeds the Contract Reat as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 for at least 180 days), then you will pay the Contract Rent Amount shown below.

Owner and Tenant agree that if at any time the Owner or Managing Agent notifies Tenant that they are eligible for the PBV program, the Tenant agree to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the necessary documentation within timiry (30) days of written notification by Owner or the Managing Agent, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to Owner andor Managing Agent animally, no later than stays (60) days from Owner's andor Managing Agent's written request, a certification for annual income and household size along with verification certification of annual income and household size, the Owner and/or Managing Agent may agree result to provide, and Tenant agrees to gain; the Owner and/or Managing Agent to very fearant to provide, and Tenant agrees to gain; such and or Managing Agent to very Tenant's nocume under the requirements of the PRA Program, including, without limitation, consecutive Sevarible, completed fiderial and state informer to a service of the PRA Program, including, without limitation, consecutive Sevarible, completed fiderial and state informer to a service of the PRA Program, including without limitation, consecutive Sevarible (and the PRA Program, including without limitation, consecutive Sevarible (and the PRA Program, including without limitation, consecutive Sevarible (and the PRA Program, including and the PRA Program, including an animal program and the PRA PRA Program, including an animal program and the PRA Program and the Program and the Practice and the Pract

The Couract Lord Amount a due and payable the first day of each most flux size of their day each most list in the Couract and flow Managing, Agent any discise the addiest above or at a location designated by Owner and or Managing Agent in writing, Notice flow Owner to Teamst that the tip without designation of Managing Agent in without designation of the Managing Agent in the State of the Couract of the Couract of the Agent of the Managing Agent in Managing Agent and the Managing Agent of the Part by Managing A

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$_____.

 The Owner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents from the Owner the Leased Premises for the Term

3. USE AND OCCUPANCY OF LEASED PREMISES:

a. The Leaved Premises shall be the Tenanty conjugated and except as otherwise permitted berein shall be used solely as manifector for the Tenant and the members of the Tenant and the Te

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased

Name:	Relation to Tenant:

h The Tenuts shall use the Lessed Permises as residential dwelling for the Tenuan shall the Tenuan's household as identified in Paragraph 3s above, or those search y authorized by the Owner andorr Managing Agent and NYCHA, and shall not use the Lessed Permises or permit it use for any other purpose, except that the Tenuan and sunforcized members of the Tenuan's household may seage in legal profitmaking activities incidental to the ground and surface and the search of the Commission of the Comm

PACT Lease Pg. 5: Security Deposit & Utilities

Pg. 5 of the PACT lease includes information about your security deposit and utilities.

- The security deposit you have on-file with NYCHA will be transferred to C+C Apartment Management upon conversion.
- There will be no change to how residents pay for utilities

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6. SECURITY DEPOSIT:

- a. At Initial Conversion: The balance of any security deposit currently held by NYCHA for you shall be transferred to the Owner and you will not be required to pay any additional security, even if you transfer to another unit at this Development.
- b. After Initial Conversion: If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent in the amount of \$______ and (ii) the Contract Rent.
- If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be equired to pay for damage to the Leased Premises luring the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to Owner at th expiration of the lease term in the same condition excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest the within fourteen (14) days of Tenant vacating. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security or security deposit to pay the last mooth sear of the Leave agm. Owner may use the security deposit to full or in part, if necessary, as may be permitted by law.
- 7. SUBLETT NGASSIG MENT: Tenant shall neithe switch the Casad Premises in whole or in part nor sublet the Leased Premises in whole or in part nor sublet the Visited coasest of Owner, nor permit anyone por specifically indicated in this Lease to except the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial collegation of this Lease.
- 8. SERVICES: The following services and utilities are the responsibility of:

 Owner: □ Heat □ Hot water □ Gas □ Electricity

Tenant: Heat Hot water Gas Electricity

 OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay reat, this lease, including the obligation to pay reat, the

10. ACCESS: Owner and/or Numering Agent, upon restounds advance oncire to the Yanner, shall be permitted to enter the Leined Premise during restounds to bours for the pulmers of performing routine impections and maintenance, mixing improvements or registry, or for thought the Lessed Premises for reds. or of propagations of the control of the control

- 11. LIABILITY OF TENANT: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by
- 12. FIRE AND CASUALTY DAMACE. Tenue is required to whose Owner immediately in the event of fire or other casualty which renders the Leased Premises partially or wholly unif for occupancy. Owner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the Leased Premises is unable, Tenuan must pay rent for the under Owner's control. If part or the face of the control of the part of the Cased Premises are diamaged and Tenual part if the Leased Premises are diamaged and Tenual must vacate the Leased Premises. If the fire or casualty was caused by Tenual's actions, the cost of the repairs shall be repaid to Owner by Tenuan's

PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at Jackie Robinson Houses

- NYCHA's Grievance Process regarding rent issues will remain the same following the PACT conversion.
- Residents can initiate a grievance regarding repairs and maintenance through C+C Apartment Management.
- C+C Apartment Management must receive permission from NYCHA to commence legal action against a resident. We prioritize working with residents facing hardships.
- Residents will submit annual and interim income recertifications and household changes to NYCHA Leased Housing.
- New residents will come from Section 8 waitlists administered by NYCHA Leased Housing Department.

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13. TENANT DEFAULT: In the event Tenant does not comply with any of the obligations of this Lesse, creates a unisance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the Owner may terminate the tenancy and Lesse in accordance with the termination and grievunce procedures set forth in Paragraph 14 herein. Any demand for rent must be made in writing.

14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.

- a Termination Notification RUD is incorporating additional termination notification requirements to comply with section of of the United States Housing Act of 1973 for sunly be amended, the "Act" is proposed to the Act of 1974 for sunly be amended, the "Act" is proposed to the Act of 1974 for sunly projects that convert assistance under RAD and non-RAD PSV units located at the Development. In addition to the regulations at 24 CFE § 983.257, related to Owner termination of tensuncy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written notice of termination of the Lease to Tensun, which shall be "Act."
- A reasonable period of time, but exceed 30 days:
 - If the health or safety of other tenants, Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or
 - In the event of any drug-related or viole criminal activity or any felony conviction;
- ii. Not less than 14 days in the case of nonpayment of rent; and
- iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply
- b. <u>Grievance Process</u>. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the ACT.

For issues related to subsidy assistance and termination of such assistance, PBV program rules require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555.
RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing gives in 24 CFR § 925.555(a)(1)(b)-(v), an opportunity for an informal hearing musts be given to the Teamsto may dispute that the Teamst may hive with respect to an Owner action in accordance with the Teamst may be contracted administrator in accordance with RAD or Non-RAD FBV requirements that adversely affect the Teamston Tiphs, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(1)(2) (which relates to subsidy assistance under Section 8), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR §982.555(e)(4)(i).
 - For any additional hearings for Tenant to grieve Owner actions that adversely affect Tenant's rights, obligations, welfare or status under his/her/their Lease, the Owner will perform the hearing.
- ii. An informal hearing will not be required for class givenuces or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.
- iii. The Owner gives the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(v).
- iv. The Owner must provide opportunity for an informal hearing before an eviction.
- c. Good Cause. Owner cannot terminate this

 Lease or refuse to renew this Lease except for good

PACT Lease Pg. 8: Residents' Responsibilities

- Residents may discard garbage only in designated areas.
- You must register your pet(s) at lease signing in ordered for the pet to be grandfathered in. New pets will be allowed but must be approved by management as per the pet policy that will be distributed.
- Pets must be on leash at all times in public areas of the development.
- Residents may not tamper with smoke and carbon monoxide detectors.
- Residents must notify management of peeling paint and children under 10 residing in a unit that may require window guards.
- Dryers are NOT permitted in units.

(as of 2/16/2021) inging it into the Leased Premises, and

18. COMMON AREAS: Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designanted by Owner can be used for deliveries.

19. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to be basement or other area designated by Owner in such a manner that Owner may direct. Carpets, sugs, or other articles shall not be hung or shaken out of any window or bloomy of the building. Tenant shall not sweep or throw or permit to be sweep or throw any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public sreas. Tenant shall not piace any articles of refuse outside the Lessed Premises or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued so Owner as a result of Tenant's failure to properly recycle or other violation of flux.

20. PETS

s. Owner shall have a per policy that () at a minimum authorizes for all resident the number and kinds of prices in current valued by y YC CEA for its residence, namely replaced by y YC CEA for its residence, namely replaced by y YC CEA for its residence, namely replaced by the first prices of the prices of t

b. Iff leases has a dog or cat legally registered with NYCRA or reasonable quantities of other pets such as small caged britis (such as paraheets, chanterel), rish and until caged animals (such as convertion of the Development, Teams thall be permitted to keep such dog or cat or other animals on the premitted on the permitted on the premitted on the premitted on the permitted to keep such dog or cat or other animals on the premitted on the permitted on the premitted on the premitted on the permitted on the premitted on the p

 Assistance Animals: An assistance animal must be registered with Managing Agent <u>before</u> bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leasth. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

Approved PACT Lease

21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in peoper working order as required by law.

22. WINDOW GUARDS: Tenint hereby agrees to notify Owline if any child which is no years of age or under accounts he have no fermion. Fears that not unful any privile guard on any window without window guard resulted by Owner. Fears that he label to Owner for any violations issued to Owner as a result of glemant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

23 PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the Leased Premises that is peeling, cracking, flaking, bibstering or loose in any manner so that Owner may repair such conditions and to notify Owner if a child under six years of age occupies the Leased Premises.

24. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

25. ALTERATIONS/CARPETING

INSTALLATIONS: Tenast may not paste or sail any carpet, tile or linoideum to the floors. Tenast shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenast vacates the Leased Premises, it shall be left painted in the same color as when rented. Tenast shall not install a waterbed, washing machine, dryer, dishwawher, air conditioner, refigerator, tink, garbage disposal, kitchen orbitech, stove, other machanical equipment or an external amenan is an apartment or ranke any other changes, alterations or improvements without the written consent of Owner.

PACT Lease Pg. 10: Lease Duration & Income Recertification

PACT Lease Pg. 10: Lease Duration & Income Recertification

- At your lease appointment you will sign a 1-year lease.
- Under the PACT program, you can automatically renew your lease each year when you recertify with NYCHA Leased Housing.
- NYCHA Leased Housing will notify you in writing when it is time to recertify your income and household composition as a Section 8 tenant.
- You can request an interim recertification if your income changes during the year.
- Dedicated staff at our designated site office or (insert new site) are available to assist residents with recertifications.

Approved PACT Lease (as of 2/16/2021)

38. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lesse, are and shall be subject to and subordinate to the terms of any mortgage on the buildings or the land under the building which now exists, or building which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

39. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.

40. CONDEMNATIONEMINENT DOMAINif the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lesse will end on the date of such taking. In such event, Teanst will have no claim for damages against Owner based upon such taking, and Teanst will be required to surreader the Lessed Premises to Owner upon 30 days' written notice from Owner to Teanst of Such government taking.

41. CONSTRUCTION/CONVENIENCE,
Neighboring buildings may be the subject of
construction, resovation or demolition. Owner will
not be linkle to Format nor shall reast sees in bold
Owner linkle for interference with view, little sirflow, or ventilation, the convenient of culterenjoyment, or breach of the warming of an arbitration,
whether such interference is temporary or
permanent, if such interference years from
activities conducted on adjoining propriees.

42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's rights. No, waiver by Owner of any population of the Lease can be made unless made in writing by Owner. Acceptance of reat by Owner with knowledge of the breach of any condition or term of this Leafs is not a waiver of the breach.

43. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Eading," dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of treveler (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms.

subject to the Owner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

44. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant that Leased Premise by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail Notice to the Owner shall be sent to Owner by certified mail to the address opinis Lease, or to such other address at Owner that and the address of the Complex of t

45. THIS LEASED FREMISES IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the Leased Premises which is the subject of this Lease is not subject to the Rent Stabilization Law.

46. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or invastened domestic violence, during violence, segual assault, or stalking will not be construed as a science or repeated violation of the Lease by the second of the construction of the construction of the late of the construction of the construction of the late of the construction of the construction of such assaults, or occupancy rights of the victim of such incident of such construction.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenaur's household or any guest or other person under the Tenaur's courtol, shall not be cause for termination of assistance, tenaucy, or occupancy rights if the Tenaur or an immediate member of the Tenaur's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or shalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or a suitance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lesse, or otherwise remove a household member from a lesse, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing terminating be taken without evicting, removing terminating

PACT Lease Pg. 12: Smoking Policy

- In 2018, NYCHA launched its Smoke-Free Initiative to create healthier homes for residents and working environments for employees by reducing exposure to secondhand smoke & providing support to residents who smoke and want to quit.
- We are committed to this initiative. Harlem Pact will have a 100% Smoke-Free Policy.
- This means smoking (cigarettes, electronic cigarettes, pipes, marijuana, etc.) is prohibited in all units, common areas, and grounds.

Approved PACT Lease (as of 2/16/2021)

38. SUBORDINATION: The rights of Tenant, including all rights paramet under the terms of this Lease, are and shall be subject to and subordinate to the terms of any morrage on the building or the land under the building which now exists, or building which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

39. SINGULAR/PLURAL and JOINT //SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.

40. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lesse will end on the date of such taking. In such event, Tenaut will have no claim for damages against Owner based upon such taking, and Tenaut will be required to surreader the Lessed Premises to Owner upon 30 days' written notice from Owner to Tenaut of such openment taking.

41. CONSTRUCTION/CONVENIENCE,
Neighboring buildings may be the subject of
construction, resovation or demolition. Owner will
not be linkle to Format nor shall reast sees in bold
Owner linkle for interference with view, little sirflow, or ventilation, the convenient of culterenjoyment, or breach of the warming of an arbitration,
whether such interference is temporary or
permanent, if such interference years from
activities conducted on adjoining propriees.

42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's right. No. waster by Owner of any provision of this Lease can be made unless made in writing by Owner. Acceptance of rear by Owner with thousedge of the breach of any condition or term of this Leafe is not a waiver of the breach.

43. RENEWAL: The "Term" of the Lease, defined as the period between the "Beignings" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of trevber (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms.

subject to the Owner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

44. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant that Leased Premise by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail Notice to the Owner shall be sent to Owner by certified mail to the address opinis Lease, or to such other address at Owner that any the address of the Complex of t

45. THIS LEASED FREMISES IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the Leased Premises which is the subject of this Lease is not subject to the Rent Stabilization Law.

46. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or increatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, extend assault, or shalking.

c Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the courary, the Owner and/or Managing Agent may "bifurcate" a lesse, or otherwise remove a household member from a lesse, without regard to whether a household member is a signatory to the lesse, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be takes without evicting, removing, terminating

House Rules at Jackie Robinson Houses

- You will receive House Rules with your PACT lease during your lease signing appointment.
- The House Rules for Jackie Robinson Houses were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the Jackie Robinson Houses Resident Association.
- House Rules aid in fostering an environment where all residents can respectfully and peacefully enjoy their home.
- The House Rules include protections for victims of domestic violence, dating violence, sexual assault, and stalking through the Violence Against Women's Act (VAWA). These protections are available to ALL individuals regardless of sex, gender identity, or sexual orientation.

Recap of Lease Signings

- Current Jackie Robinson Houses residents automatically qualify for Section 8 through the PACT program.
- Your rent will remain 30% of your adjusted gross household income.
- If you currently pay flat rent, your rent will increase over a five-year period to 30% of your adjusted gross household income.
- Pets are permitted for current residents. You must register your pet(s) with NYCHA before the conversion.
- Residents will sign a 1-year lease and will be granted an automatic renewal upon annual recertification.
- There will be no change to how residents pay for utilities.
- Vacancies at Jackie Robinson Site will be filled from the development's Site Based Waiting List administered by NYCHA's Section 8 Leased Housing Department.
- Grievance processes will remain in place.

Legal Aid

- There will also be a dedicated Legal Aid hotline for residents as another layer of support
- Legal Aid will also be providing support on-site at tabling events at a later date
- The team at Legal Aid can help answer any questions or concerns you may have about the lease agreement – free of charge!
- Legal Aid Hotline: (212) 298-3450



Next Steps & Upcoming Events



Next Steps & Upcoming Events

- Model Unit Tours (October 2023)
- Lease Signings (Fall 2023)
- Next Meeting (Winter 2023)



How do I contact my PACT Team?

Please reach out with any questions



Phone: 646.527.7200



Email: contact@harlempact.com



Website: https://harlempact.com

*Website updates coming soon

THANK YOU! ANY QUESTIONS?







MCCORMACK BARON SALAZAR





Curtis + Ginsberg Architects