

MORRIS PARK
SENIOR
CITIZENS HOME

Resident Meeting #4: Lease Signing

9/28/2023



131 Saint Nicholas Ave • Corsi Houses • Morris Park Senior Citizens Home Taft Rehabs • UPACA 5 • UPACA 6 • Corsi Houses • 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.

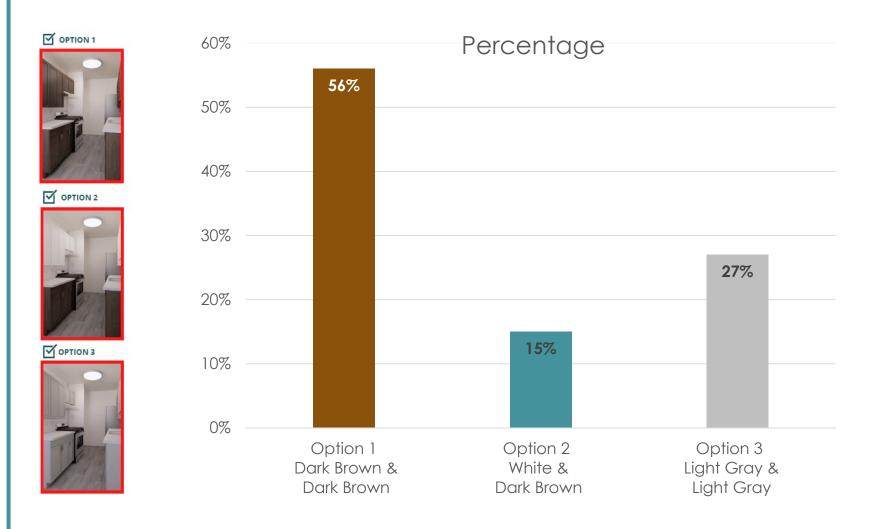
- You will be able to request to add relatives onto your leases.
- You will continue to have succession rights.
- You will be able to have grievance hearings.
- You will have the opportunity to apply for jobs created by PACT.

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

Taft Rehab 218 West 112th oring/Summer Meeting

Spring/Summer Recap

Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for Morris Park Senior Citizens Home.





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.

Approved PACT Lease (so of 2/16/2021)
RESIDENTIAL APARTMENT LEASE - [DEVELOPMENT]
PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE
Owner and Tenant make this spartment lease agreement ("Lease") as follows:
Owner's Address for Notices:
Managing Agent's Name.
Managing Agent's Address:
Development:
Address of "Leased Fremises" (including Apt No.): Tenant's Name (person people signing lease): Section 8 Case Number:
Effective Date of Leave
1 of 12

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 Morris Park Senior Citizens Home 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.

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 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 ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Youcher 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 HAT Contract. Each upon this Owner and/or Managing Agens will credit bosum assistance payment received more rived HA. It may, (the "monthly housing assistance payment") against the monthly housing assistance payment will be destrained by STCHA in accordance with HTU requirements for a teamony under the Section 6 NYCHA's increditate with HTU requirements for a teamony under the Section 8 NYCHA's ingreased with the NYCHA's implemented by the section of the NYCHA's implementation of the Result Assistance Demonstration ("RAD") program as implemented by Notice HT 1910-09 PH 2019-23 (September 5, 2010), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Reat is the Tennan'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 tharty (30%) 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 the programment of the work of the programment of seast residing at the Development, and if at the initial convenion of the Development to project-based Section 8, your portion of the rest 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 of 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 more than the greater of the (10%) percent or your series of the project of the p

The Contract Reat is the sum of the mentally housing assistance payment plant Feaths a portion of the reat. The Tenant's portion of the reat of the Reat of the first day of each mental or if such other day each month we desk mental or if such other day each month we the Others and/or Managing Agentifully detects and the address above or at a Agentian switten. Notice from Owner to Tenant that pent is due is not equired. The remaint had pent in full without defluctions. The Tenant shall tender his herether protion of the reat by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

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 payment shall be \$_____.

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 st 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 Form" statsched to this Liesse as a Rolled and elected to pay the Contract Rent Amount as shown in the Rent Amount is lower than tharty (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.

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(ii) After Initial Conversion: If you became a Tennat after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tennant'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 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 thirty (30) days of written notification by Owner or the Managing Agent, Tenant agrees to pay the Contract Rent for Agarment as I sited below.

The Teast agrees to provide to Owner and/or Managing Agent annually, so blart than story (60) days from Owner's and/or Managing Agent's witner nepeat, a certification of annual income and household size along with verification of contrast and the contrast of the Contras

The Controt Rent Amount is due and payable the first day of each immed nor six of hot day each month is in the Other day each month is the Other and offer Managing Apent in any decide this eaderes show or at a location designated by Owner moder Managing Apent in written, Notice from Owner to Fassatt that sent in written the offer of the Other and the Apent of the Control of the

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:

The Leased Premises shall help Teasury could residue an energy as otherwise permisted herein shall be used solely, as maniferate or the Teasurt and the members of the (cause Insection Conference or the public hoseing flowshold in the time of the public hoseing flowshold in the time of conversion or named in the flended application for conversion or named in the flended application for continuous scorping boundaries and the time of continuous scorping time the interpola of the teanury, since burth are adopting, or since sundapprilication by the Outwarr and/or Managing Agent and NYCHA. The humbers of the Teanurity household are instructed by the Outwarr and/or house and or house and or house and the control of the Cont

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:

b. The Tenuts shall use the Lessed Possition as a residential dowling for the Tenuan shall the Control 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 Possition or openant its use for any other purpose, except that the Tenuant and sunforcized members of the Tenut's household may ungage in members of the Tenut's household may ungage in use of the Lessed Premises as a residence for Tenuant and unforcized members of the Tenut's household.

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.
- 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.
- c. If required by law, the amount held as the security deposit will be held in an account bearing its control of the security of the security of the security and positive the security and sport to be readered by the braking institution to the Teant, less 1% interest of the security on deposit, to be readered by the braking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the Lessed Premises during the serior of this Lessed. Fream carries out all of Teants' soligations under this Lesse, and if the Lessed Premises is returned to Owner at the expurition of the lesses term in the same condition as, excepted, Teant's security deposit will be granted in full to Teant, with accound interest thereon, within fourness (1/4) days of Teant vaccine, and the security deposit from the new Owner, or Lesses, Teant agrees to sake the return of the security deposit from the new Owner, or Lesses, Teant and the last of the security deposit from the new Owner, or Lesses, Teant and the security deposit. Teant shall not use the selecting deposit to pay the last month, and of the Lesses gam Owner may use the security deposit in fair of in part, if necessary, now if we permitted the last security deposit in part, if necessary, no as the permitted of the last security deposit in part, if necessary, now if we permitted the last security deposit in part, if necessary, now if we permitted the last security deposit to part, if
- 7. SUBLETTING/ASSIGNMENT: Tenant shall neither switch the Unself Premites in whole or in past we shole to the Lessel Premites in whole or in past without the written consent of Orwars, nor permit enyone our specifically indicated in this Lesse to occup the Lessel Premites. A sublet or satisfacture of the Control of t
- 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, Teanar's obligations under this Lease, including the obligation to pay reat, shall remain in effect, except as otherwise permitted by law.

10. ACCESS: Owner and/or Numering Agent, upon reasonable advance motics for the Stanst, shall be permitted to eather the Leited Premise during reasonable bours for the pullware of performing routine impections after mixing mixing routine impections after mixing mixing routine impections after mixing mixing routine impections of mixing routine impections of mixing performing performing performing the pulpose of Owner to the routine of the performance of

- 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 Tenualt's actions, the cost of the repairs shall be repaid to Owner by Tenuant's

PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at Morris Park Senior Citizens Home

- 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 ministence, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the Owner may reministe the tenancy and Lesse in accordance with the tenancy and privance 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. HUD is incorporating additional termination unofification requirements to comply with section 6 of the United States Housing Act of 1937 (sin may be amended the "Act") for public housing projects that convert assistance under RAD and to non-RAD PSV units located at the Development. In addition to the regulations at 24 CFE § 983.257, related to Owner termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PSV will require adequate written notice of termination of the Lesse to Tenants which shall be disministration of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the Lesse to Tenants which shall be demanded to the control of the control of the Lesse to Tenants which shall be demanded to the control of the
- i. 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 conpayment 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. Grievance Process. 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 given in 24 CFR § 982.555(a)(1)(c)-(c), an opportunity for an informal hearing musts be given to be T quant for any dispute that the Tenant may also with respect to an Owner action in accordance with the Tenant leaves or the contract administrator in accordance with RAD or Non-RAD PBU requirements that adversely affect the Tenant's sight, obligations, welfare, or stitut.
 - 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) bringing it into the Leased Premises, and

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

19. GARRACE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balooy of the building. Tensat shall not sweep or throw or permit to be sweep or throw or permit to be sweep or throw or just garbage or other substances out of the windows or into say of the halls, elevators, elevator shafts or any other public areas. Tennat shall not place any articles of refuse outside the Lessed Premites or outside the building except in side containers and only at places designanted by Owner. Tennat shall be liable to Owner for any violations issued to Owner as a result of Tennat's failure to properly recycle or other violation of law.

20. PETS

a. Owner shall have a per policy that () at a minimum sutherizes for all residents the number and kinds of per as is currently allowed by Net TAR (at its less of the large state) and the large state of t

b. Iff cause has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged brink (such as parakeets, canaries), this and untual caged smalles (such as conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the premise of the Development of the De

 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 leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

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

22. WINDOW GUARDS: Tenant hereby agrees to notify Ordine if any chalf who is ten years of age or under accoping he has the Finness. Tenant shall not unfull any privile guard on any window without writine permission with the Owner or remove any writine permission with the Owner or remove any labels to Owner for any violations issued to Owner for any violations issued to Owner for any violations issued to Owner as a result of glamant'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 nonfy 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: Stoeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue say 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 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 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 say part of the building, is taken or condemned by a public authority or poverment 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 bruidings may be the subject of southern the subject of subject

42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be constructed as a waiver of Owner's rights. No waiver by Owner of any portions of the Lease can be made unless made in writing by Owner. Acceptance of reat 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 "Tem" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically reservable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically reserve 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. Notices to the Owner shall be sent to Owner by certified mail to the other outhis Lease, or to such other address at Owner shall be sent to Tenant in writing. Notices will be causified delivered five (5) consolutive days from the date

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 fuestment domestic violence, enting violence, sensi assumi, or stalling will not be construed as a serious or repeated violation of the Lease by the victime to produce the construction of the victim of the victime to good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such stallings, or occupancy rights of the victim of such

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's bousehold 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, 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 granted under the terms of this Lesse, are and shall be subject to and subordinate to the terms of any mortgage 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 dite of such taking. In such event, Tenaut will have no claim for damages against Owner bosed 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 powerment taking.

41. CONSTRUCTION/CONVENIENCE:
Neighboring buildings may be a subject of convenience and the subject of the s

42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be constructed as a waiver of Owner's rights. No waiver by Owner of any portions of the Lease can be made unless made in writing by Owner. Acceptance of reat 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. Notices to the Owner shall be sent to Owner by certified mail to the address on other cases, or to such other address at Owner that and the address of the control of the control

45. THIS LEASED PREMISES 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 threatened domestic violence, dating violence, segual assault, or stalking will not be construed as a serious or repented 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 houseddor 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, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, 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 is a signatory to the lease, in order to evict, remove, terminate occupancy right, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical Volence against family members or others. This action may be taken without evicting, removing, terminating to the take uniform textures.

House Rules at Morris Park Senior Citizens Home

- You will receive House Rules with your PACT lease during your lease signing appointment.
- The House Rules for Morris Park Senior Citizens Home were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the Morris Park Senior Citizens Home 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 Morris Park Senior Citizens Home 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 Morris Park Senior Citizens Home 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 (November 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