



HARLEM PACT

UPACA 5

居民會議#4：
租約簽署

10/12/2023



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

議程

- ❖ PACT概述 – NYCHA
- ❖ 春夏會議回顧
- ❖ 租約簽署
- ❖ 後續步驟
- ❖ 問答



專案概述



什麼是PACT?

- NYCHA 預計需要780億美元資金對其轄下所有住宅樓進行全面翻修和翻新工程，但是聯邦政府只提供了這些改善工程所需資金的一小部份。
- 通過PACT計劃，您的住宅區將參加租金補助示範計劃(RAD)並轉換至更穩定的，由聯邦資助的住宅區專屬第8章房屋租金補助計劃。
- 轉換工作讓NYCHA籌集資金完成您所居住宅區的全面翻修工程，同時確保您所居房屋租金維持永久平價性及居民享有與公共房屋計劃賦予的同等基本權利。

PACT 投資與改進



Twin Parks West 翻新公寓



Baychester的場地改進



Ocean Bay (Bayside) 的屋頂和太陽能電池板



Ocean Bay (Bayside) 翻新大樓入口

系統維修

PACT T計劃如何運作

PACT計劃依賴私營和非牟利發展合作夥伴的合作關係，並參考居民意見選出合適的合作夥伴。

全面翻修

發展合作夥伴帶來專業的設計和建築團隊。他們解決住宅區所有的建築實體需要。

專業的管理公司

物業管理公司負責住宅樓和住宅區的日常營運和維護工作。

完善的服務

與社會服務機構合作，採納居民所提的意見和建議，改善住宅區內的社會服務質量和規劃。

公共監管： NYCHA和居民

您所居住住宅區將保持公共監管權。轉換工作完成後，NYCHA將繼續擁有樓宇和土地，管理第8章房屋租金補助計劃及其輪候冊並監督住宅區營運狀況如有需要，NYCHA將協助解決居民和新管理團隊之間可能出現的任何問題。



Betances



Ocean Bay (Bayside)

*PACT使用租金援助示範(RAD)，旨在確保隨著開發項目過渡到住房平等法第8章計劃，房屋始終保持可負擔性，並且居民享有與公共住房計劃相同的基本權利。

PACT居民保護

- 您所支付的租金將**不會超過家庭收入**的百分之30。*
- 您將有組織的權利。
- 居民協會將繼續獲得資助。
- 您將有續租的權利。
- 住宅區完成轉換後，您的申請將無需再接受審查。
- 您可在租賃合約中增加**家庭成員**。
- 您將繼續擁有租賃繼承權。
- 您將可提出申訴聽證。
- 您將有機會申請由PACT提供的工作。

*根據HUD 規定，例外情況適用於支付固定租金，現持租客專屬第8章租金補助券的住戶，或混合型家庭。



春夏会议回顾



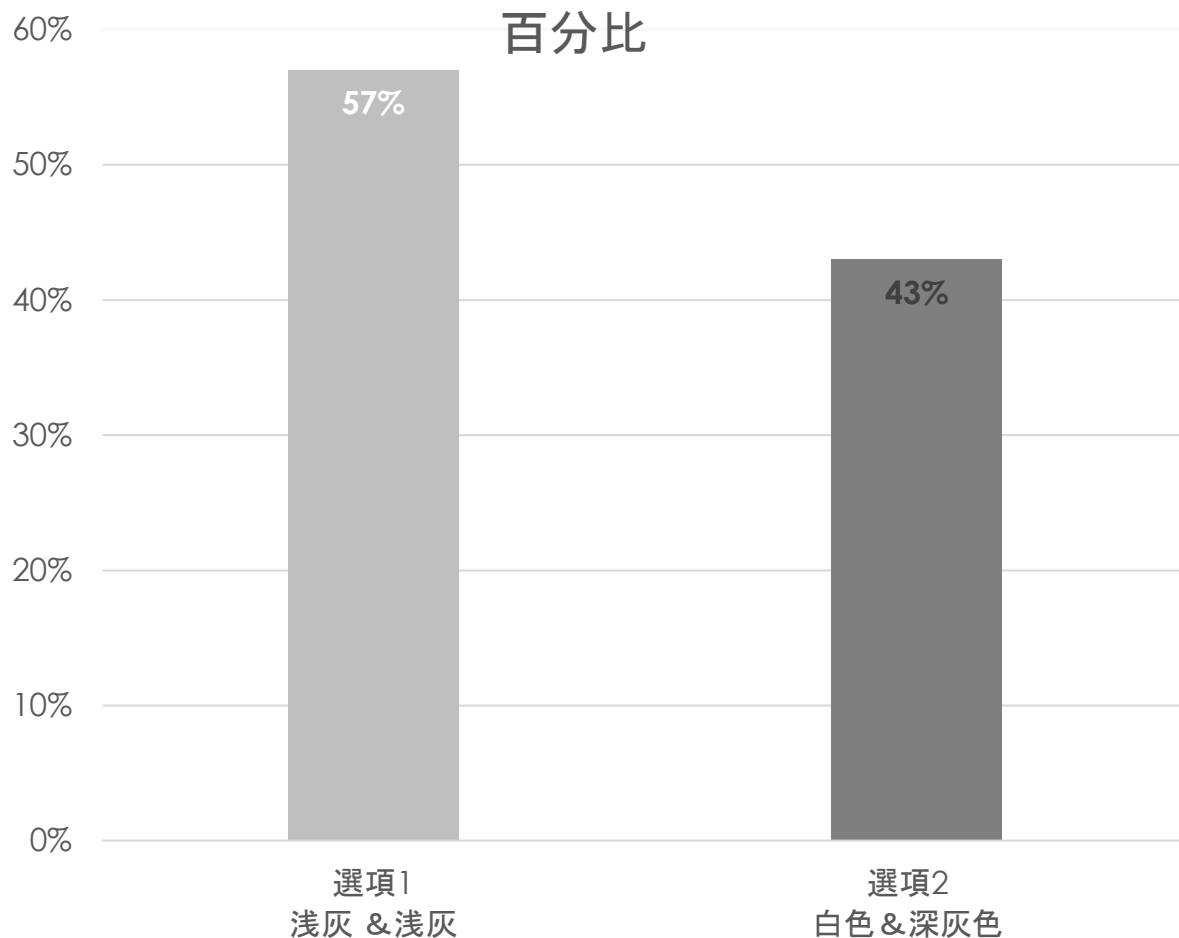
春夏回顾

哈莱姆PACT团队协调了餐桌会议，让居民投票选出喜欢的厨柜颜色。以下是UPACA5的结果。

☑ OPTION 1



☑ OPTION 2



春夏回顧

感謝您參與項目調查

您的意見正在為當前正在進行的景觀規劃提供資訊

常見反饋

- 居民在物業周圍走動感到不安全
- 圍欄不夠高; 非居民傾向於跳過
- 需要更多的照明, 特別是在入口處
- 樹木和植物雜草叢生
- 沒有多少居民養狗
- 沒有重大的場地可達性/排水問題

期望的改進/新計劃

- 92%的受訪者表示「需要額外的計劃（聚會空間, 成人健身, 社區花園, 活動舞臺等）」
- 提高網站安全性和可見性
- 提供更高的圍欄, 並限制居民進入
- 更好的廢物管理
- 為家庭聚會提供安全的空間
- 86%的受訪者表示“需要更多的戶外照明”, 他們希望在所有區域都有足夠的照明, 考慮可調光燈
- 所有種植都需要修剪和維護



租約簽署



租約簽署簡介

- ❖ 在簽署租約之前，居民將收到一份PACT租約樣本的副本。
- ❖ 居民將有機會聯繫租約簽署小組或法律援助協會，對租約有任何疑問或疑慮。
- ❖ 租約簽署將在您各自的建築物舉行，每個家庭都將有一個專門的約會。
- ❖ 預約通知以及所需文件清單將在您簽署租約之前郵寄（記錄租戶和共同承租人需要政府簽發的帶照片的身份證件）。
- ❖ 如果您需要特殊住宿來簽署租約，例如家訪，請在收到預約后聯繫租約簽署團隊。
- ❖ 如果居民無法親自見面，租約簽署團隊可以安排電子簽名。

租約簽署簡介

- ❖ 每個家庭都必須簽署新的租約。這是哈萊姆PACT轉換的關鍵部分。
- ❖ 哈萊姆PACT居民將從第9節（公共住房）過渡到第8節基於專案的代金券。
居民將支付調整后家庭總收入的30%用於租金。
- ❖ 什麼是租賃？
 - 租約是房東和居民之間在特定期限內具有約束力的合同。
 - 租賃協定概述了房東和居民的責任。
 - 租賃協定概述了居民權利。

PACT 租約第 1 頁：租約生效日期和家庭資訊

- ❖ PACT 租約的第 1 頁將預先填寫 NYCHA 為您的家庭存檔的資訊，包括您的第 8 節案件編號。
- ❖ 在您的租約簽署預約期間，請確保此頁面上的所有資訊正確無誤。
- ❖ 您的 PACT 租約的生效日期將是 PACT 轉換的日期，預計將於 2024 年發生。

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

RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]
PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE

Owner and Tenant make this apartment lease agreement ("Lease") as follows:

Owner's Name: _____
Owner's address for Notices: _____

Managing Agent's Name: _____
Managing Agent's Address: _____

Development: _____
Address of "Leased Premises" (including Apt No.): _____

Tenant's Name (person/people signing lease): _____
Section 8 Case Number: _____

Effective Date of Lease: _____ 20__ or the date of the PBV HAP Contract (as defined below) for the Development, whichever is later.

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租約樣本

PACT 租賃第 2 頁：第 8 節和居民租金部分

PACT租約的第2頁包括有關第8節和您的月租金的資訊。

- ❖ 目前的UPACA 5居民通過PACT計劃自動有資格獲得第8節。
- ❖ 此頁面將預先填寫您的租金金額，該金額由 NYCHA的租賃住房辦公室確定。您的租金將是調整后家庭總收入的30%。
- ❖ 目前支付固定租金的居民的租金將在五年的逐步實施期內增加到調整后家庭總收入的30%。

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(as of 2/16/2021)

1. **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 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 Participant)*.

a. **ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract.** Each month the Owner and/or Managing Agent will credit housing assistance payment received from NYCHA, if any, (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2018-09 PFI 2018-23 (September 5, 2018), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant's portion of the rent. You as Tenant are responsible for paying to the Owner this "Tenant's portion of the rent" which is an amount that is equal to thirty (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

tenant residing at the Development, and if, at the initial conversion of the Development to project-based 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 (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the first day of each month or at such other day each month as the Owner and/or Managing Agent may decide at the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent 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 \$ _____.

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

(i) **At Initial Conversion:** If at 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 30), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract; or

PACT租賃第3頁：家庭資訊

PACT租約的第3頁列出了您的每個家庭成員及其與戶主的關係。

- ❖ 如果您向NYCHA提交了添加或刪除家庭成員的請求，請在您的租約簽署預約中攜帶此檔的副本。
- ❖ NYCHA的租賃住房部門將負責在PACT轉換后處理這些請求，但我們可以說明您跟進。

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

(i) 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 rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 for at least 150 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 agrees 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 Apartment as listed below.

The Tenant agrees to provide to Owner and/or Managing Agent annually, no later than sixty (60) days from Owner's and/or Managing Agent's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the Owner and/or Managing Agent may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the Owner and/or Managing Agent to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutively completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalents). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each month or on such other day each month as the Owner and/or Managing Agent may decide in the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

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

c. 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 specified above.

3. USE AND OCCUPANCY OF LEASED PREMISES:

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e. those members that were authorized members of the public housing household at the time of conversion or named in the signed application for Section 8 post conversion) who remain in continuous occupancy since the inception of the tenancy, since birth, adoption, or since authorization by the Owner and/or Managing Agent and NYCHA. The members of the Tenant's household as authorized by the Owner and/or Managing Agent and NYCHA are listed below. The Tenant shall obtain the prior written consent of the Managing Agent, or such Managing Agent's designee and NYCHA, before allowing any person to reside in the Leased Premises.

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

| Name: | Relation to Tenant: |
|-------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

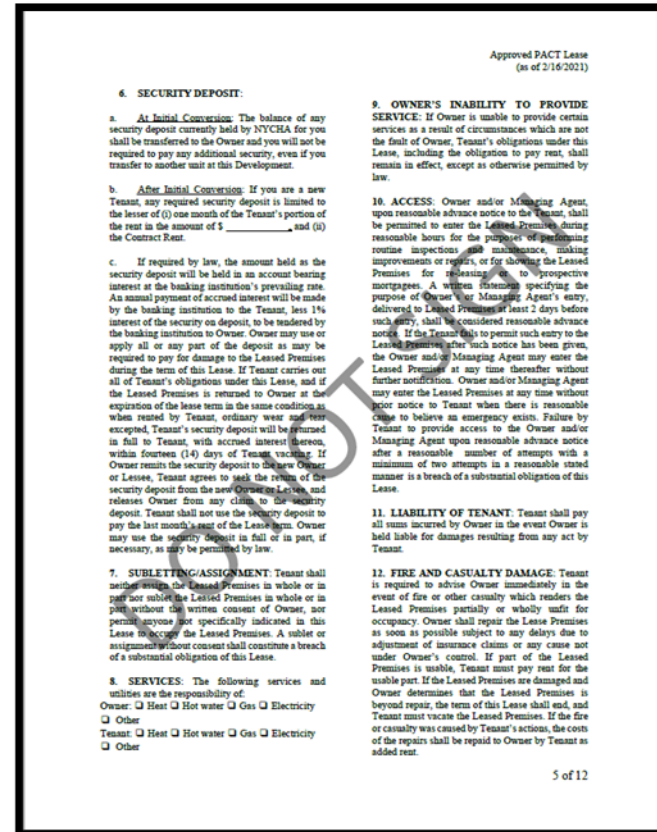
b. The Tenant shall use the Leased Premises as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 3a above, or subsequently authorized by the Owner and/or Managing Agent and NYCHA, and shall not use the Leased Premises or permit its use for any other purpose, except that the Tenant and authorized members of the Tenant's household may engage in legal profitmaking activities incidental to the primary use of the Leased Premises as a residence for Tenant and authorized members of the Tenant's household.

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PACT 租賃第 5 頁：保證金和公用事業

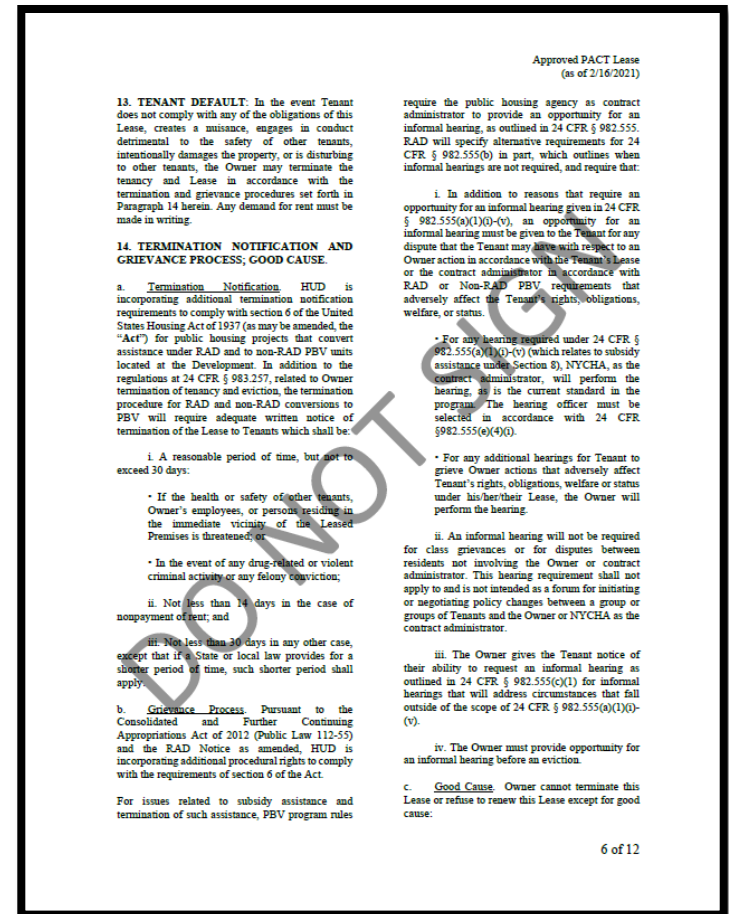
PACT租約的第5頁包括有關您的保證金和公用事業的資訊。

- ❖ 您在NYCHA存檔的保證金將在轉換後轉入C + C公寓管理。
- ❖ 居民支付水電費的方式不會改變。



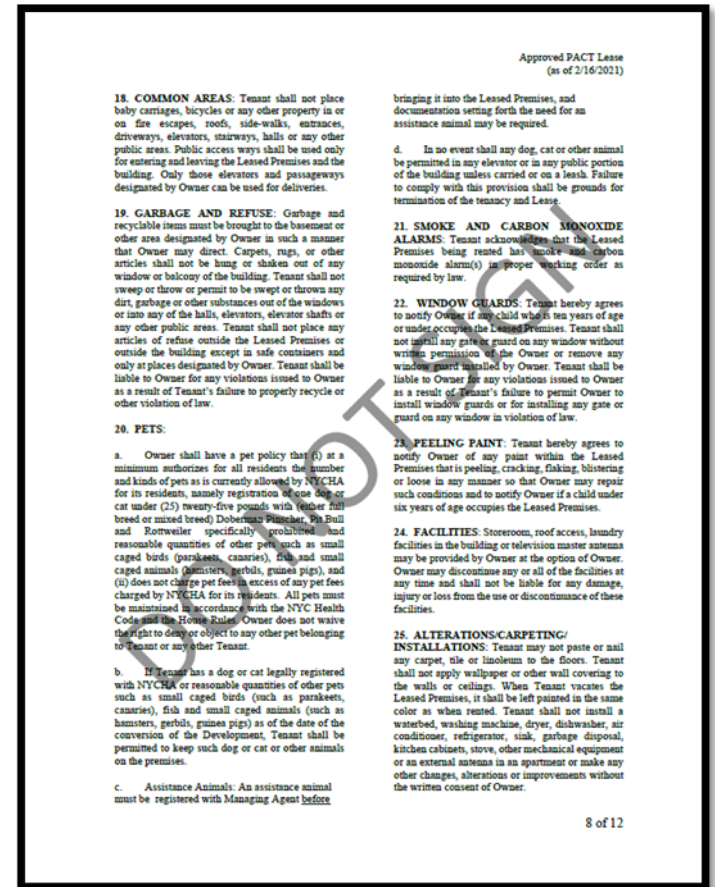
PACT Lease Pg. 6, 7 : 申訴程序和NYCHA在UPACA 5的角色

- ❖ NYCHA關於租金問題的申訴程式在PACT轉換后將保持不變。
- ❖ 居民可以通過C + C公寓管理部門提出有關維修和維護的申訴。
- ❖ C + C公寓管理必須獲得NYCHA的許可才能對居民採取法律行動。我們優先考慮與面臨困難的居民合作。
- ❖ 居民將向NYCHA租賃住房提交年度和中期收入重新認證和家庭變化。
- ❖ 新居民將來自自由NYCHA租賃住房部管理的第8節候補名單。



PACT 租約第 8 頁：居民的責任

- ❖ 居民只能在指定區域丟棄垃圾。
- ❖ 您必須在租約簽署時註冊您的寵物，以便為寵物祖父。允許攜帶新寵物，但必須根據將要分發的寵物政策獲得管理層的批准。
- ❖ 在開發專案的公共區域，寵物必須始終拴著皮帶。
- ❖ 居民不得篡改煙霧和一氧化碳探測器。
- ❖ 居民必須通知管理層油漆剝落和居住在可能需要窗戶防護裝置的單元中的 10 歲以下兒童。
- ❖ 公寓內不允許使用烘乾機。



PACT 租賃第 10 頁：租賃期限和收入重新 認證

PACT 租賃第 10 頁：租賃期限和收入重新認證

- ❖ 在您的租賃預約中，您將簽署一份為期 1 年的租約。
- ❖ 根據 PACT 計劃，當您通過 NYCHA 租賃住房重新認證時，您可以每年自動續租。
- ❖ NYCHA 租賃住房將以書面形式通知您，何時需要重新證明您的收入和家庭組成為第 8 節租戶。
- ❖ 如果您的收入在一年內發生變化，您可以申請臨時重新認證。
- ❖ 我們指定的網站辦公室的專職工作人員可以協助居民進行重新認證。



PACT 租約第 12 頁：吸煙政策

- ❖ 2018年，NYCHA啟動了無煙倡議，通過減少二手煙的暴露併為吸煙和想要戒煙的居民提供支援，為居民創造更健康的家園和員工的工作環境。
- ❖ 我們致力於這一倡議。哈萊姆公約將有100%無煙政策。
- ❖ 這意味著所有單位、公共區域和場地都禁止吸煙（香煙、電子煙、煙鬥、大麻等）。



條款規定之UPACA 5

- ❖ 在租約簽署預約期間，您將收到 PACT 租約的房屋規則。
- ❖ UPACA 5的房屋規則旨在提高所有居民的生活品質。它們須經NYCHA和UPACA 5居民協會批准。
- ❖ 房屋規則有助於營造一個環境，讓所有居民都能尊重和平地享受他們的家。
- ❖ 《房屋規則》包括通過《暴力侵害婦女法》（VAWA）保護家庭暴力、約會暴力、性侵犯和跟蹤的受害者。這些保護適用於所有人，無論性別、性別認同或性取向如何。

租約簽署回顧

- ❖ 目前的UPACA 5居民通過PACT計劃自動有資格獲得第 8 節。
- ❖ 您的租金仍將是調整后家庭總收入的30%。
- ❖ 如果您目前支付固定租金，您的租金將在五年內增加到調整后家庭總收入的 30%。
- ❖ 當前居民可攜帶寵物入住。您必須在轉換前向NYCHA註冊您的寵物。
- ❖ 居民將簽署 1 年租約，並在年度重新認證後自動續簽。
- ❖ 居民支付水電費的方式不會改變。
- ❖ UPACA 5的空缺將從NYCHA第8節租賃住房部門管理的開發專案基於網站的等候名單中填補。
- ❖ 申訴程式將繼續存在。

法律援助

- ❖ 此外，還將為居民提供專門的法律援助熱線，作為另一層支援
- ❖ 法律援助亦會在日後為現場活動提供支援
- ❖ 法律援助團隊可以說明回答您對租賃協定的任何問題或疑慮 - 免費！
- ❖ 法律援助熱線：**(212) 298-3450**



後續步驟和即將推出事件



後續步驟和即將舉行的活動

模型單元參觀 (2023 年 11 月)

租約簽署 (2023年秋季)

下次會議 (2023年冬季)



我如何聯繫我的PACT團隊？

❖ 如有任何問題，請與



電話： 646.527.7200



電子郵件： contact@harlempact.com



網站： <https://harlempact.com>

*網站更新即將推出

謝謝！
有問題嗎？



MCCORMACK
BARON
SALAZAR

The logo for McCormack Baron Salazar consists of the firm's name stacked vertically in a dark red, serif font.

Curtis +
Ginsberg
Architects

The logo for Curtis + Ginsberg Architects features the firm's name stacked vertically in a teal, sans-serif font.