

### UPACA 6

Resident Meeting #4: Lease Signing

10/18/2023



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



PACT Overview

### 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.

<sup>\*</sup> 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.

<sup>\*</sup>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 112<sup>th</sup> pring/Summer Meeting

### Spring/Summer Recap

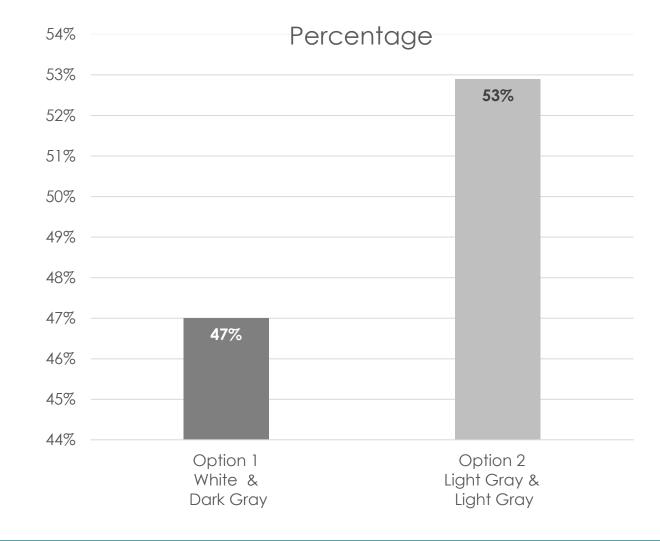
Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for UPACA 6.

#### OPTION 1



OPTION 2





### Spring/Summer Recap

Thank you for your participation in the project surveys Your input is informing the landscape plan currently in progress

#### **COMMON FEEDBACK**

- Residents don't go out often at night
- Fence can be higher and provide more privacy
- Trees and shrubs are overgrown
- Less paving and more planting
- Rat problem

#### DESIRED IMPROVEMENTS/NEW PROGRAMS

- Improve site security and visibility
- Provide higher fences and limit access to residents only
- More lighting needed
- 73% of survey respondents said "planting needs replacement/updating" and that trees and plantings are overgrown; need maintenance
- More dynamic planting; more colors and seasonal interest
- Better waste management
- Update all furnishings
- 75% of survey respondents showed interest in adult fitness equipment
- 68% of survey respondents said "paving areas need replacement/repair"
- 68% of survey respondents said "additional program is needed (basketball courts, community garden, fitness equipment)"



### Introductions to Lease Signings

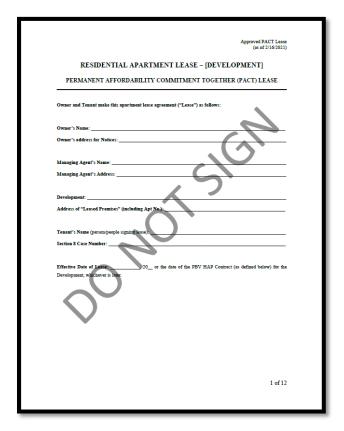
- Residents will receive a copy of the sample PACT lease prior to lease signings.
- Residents will have an opportunity to contact the Lease Signing Team or Legal Aid Society with any questions or concerns about their lease.
- Lease signings will be held at your respective building & each household will 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 UPACA 6 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.

#### . MONTHLY RENT TO THE OWNER:

The mouthly "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 Participants).
- a. ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contrast. Each unomit he Owner and/or Managing Ageat will credit a bostume assistance payment received from NYCHA. It say, (the "monthly housing assistance payment") against the monthly Contract Rest. The amount of the monthly housing assistance payment will be determined by NYCHA? In accordance with HTD NYCHA? In the project-Based Worker (\*FBV\*) program and NYCHA; the propension and NYCHA; the propension of the NYCHA; the program of the NYCHA; the propension of the Project-Based Worker (\*FBV\*) program as implemented by Notice H 190.00 PH 2019-123 (September 5, 2018), as it may be amended from time to time (the "RAD Notice" of the NYAD Notice H 2019-15 (September 5, 2018), as it may be amended from time to time (the "RAD Notice").

The remailing portion of the Contract Reat is the Fenant's portion of the rent You sa 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. How 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 reat 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 the (10%) percent or your adjusted gross income, and such increase is by more than the greater of the (10%) percent of your adjusted gross income, and such increase will be calculated by NYCHA in Excendence with the requirements set forth in the Rad Notice.

The Courtact Rent is the sum of the mentally housing assistance payment puts Teamin sportum of the rent. The Teamin's portion of the rent of the rent. The Teamin's portion of the rent such such cather day each month with each mental or it such other day each month with the Others' and/or Managing Agent may detect at the address above or at a Agent may are the sum of the other day of the the Agent may make the other of the other day of the other

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 Convention: If st initial convention, your Tennar's portion of the rent exceeds the Contract Rent as determined pursuant to the FBV program (the monthly housing assistance payment is equal to 50), and you received the "Rent Election Form" attacked to this Lesse as a Richer and elected to pay the Contract Rent Amount as shown in the Rent Amount is lower than that you (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 Teanant after the initial conversion and the Lessed Premises was terminated from the Project-Based HAP because your teanant's portion of the rent exceeds the Contract Rent as desermined pursuant to the PBV program (the monthly housing assistance payment is equal to 30 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 Contant Rant for Apartment as listed below.

The Tennat agrees to provide to Owner and/or Managing Agrees a numbly to oliver than sizey (60) days from Owner's audor Managing Agrees's written request, a certification of annual income and household size along with verification of annual income and bousehold size along with verification of annual income and bousehold size. The owner and/or Managing Agrees are presented to the Course and/or Managing Agrees are presented to the Course and/or Managing Agrees are presented to the Course and/or Amaging Agrees to safety. The annual or the requirements of the PBE. Proving including without ministrion, conserved sparsibly completed federal and state income has are man, and with the course of the PBE. Proving the course of the PBE. Proving the province of the pBE. Proving the part of the pBE. Proving th

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 Otwar mader Managing Apent in written, Notice from Otware to Fassatt that sent in written of specificions. The Tensant shall tender his behaviour of the rent by Acked or money order or as otherwise accepted by the Otwar and/or Managing Agent.

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

a. The Lessed Premises shall be the Tenarriouly residence and except as otherwise permised herein shall be used solely of a residence for the Tenart and the members of the remise lessible of the public housing houseshold the them of the public housing houseshold the them of conversion or named in the shadel applications for continuous occupants, time the imagelia policontinuous occupants, time the imagelia policontinuous occupants, time the imagelia politic ambagazina by the Owner and of Managing Agents Tenart shall offen the prior written consent of the Managing Agents.

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:

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 the contraction of the

## 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.

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

#### 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 mouth 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 on the security deposit will be held in an account bearing inserest at the banking institution's prevailing rate. An animal psymeat of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit to be madered by the banking 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 Lesses. If Penant currise out all of Tenant's obligations under this Lesse, and if the contract of the Contra
- 7. SUBLETTING/ASSIGNMENT: Tenant shall neither swap the Dasad Premises in whole or in part aor subset me Leased Premises in whole or in part without the written consent of Orware, nor permit enyone or specifically indicated in this Lease to occup the Leased Premises. A sublet or assignment without consent shall constitute a breach assignment without consent shall constitute a breach.
- 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 Managing Agent, upon reasonable advance motic to the stans, thall be permitted to enter the Leaned Premise during reasonable hours for the pullware of performing routine suspections will maintain the mining routine suspections will maintain the mining routine suspections will maintain the mining routine suspections of maintain provided the suppression of the strength of the suppression of performing the pulpose of Owner of the strength of the suppression of t

- 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 Tenant.
- 12. FIRE AND CASUALTY DAMAGE. Tenant is required to advise Owner immediately in the Leased Premises partially or wholly unfit 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, Tenant must pay rent for the origination of the control of the part of the control of the repairs shall be repair to Owner by Tenant so

## PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at UPACA 6

- 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 Lease, creates a missance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or it disturbing to other tenants, the Owner may terminate the tenancy and Lease in accordance with the tenancy and pristurace 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 Nonfaction HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 on may be ammedied, the "Act" for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Development. In addition to the regulations at 42 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination of procedure for RAD and non-RAD conversions to PBV will require adequate written notice of termination of the Lesse to Tenants which shall be

- 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. <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 given in 24 CFR § 982.555(a)(1)(1)-(v), an opportunity for an informal hearing musts be given to the Team from any dispute that the Team it may alive us in respect to an Owner action in accordance with Regular Seasor the contract administrator in accordance with RAD or Non-RAD FBV requirements that adversely affect the Team's right, obligations, welfare, or statut.

For any hearing required under 24 CFR 5 982.555(a)(1)(-)(v) (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 5982.555(e)(4)(c).

 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 courtext administrator.

iii. The Owner gives the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(x)(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.

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

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, statiways, 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 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. Caspets, rugs, or other attribes shall not be hung or shaken out of any window or baloony 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 any of the shalls, elevators, elevator shafts or any other public areas. Tennat shall not piace any articles of refuse outside the Leased Premises 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 line.

#### 20. PETS

a. Owner shall have a per policy that O at a minimum unterties for all revident the number and kinds of per six is correstly allowed by NGCHA for its residents, number regiments of some acc at made (25) twenty-five pounds with state of fill bread or mixed treed Dobeware Patients, via Bull and Rottweller specifically problibits and reasonable quantities of other persuants as small caged birds (paraleses, canaries), fits, and small caged minimal formers, per files the caged animals (formers per files), guanes pigs), and (ii) does not charge up for the care in excess of any per fees charged by NYEMEA for its readents. All pets must be maintained in accordance with the NYC Heath Code, said is 3 formers. Each of worder does not varive that fatto democrable to any other pet belonging to be considered to the constraints.

b. If I cause has a dog or cat legally registered with NYCRA or reasonable quantities of other pets such as small caged brink (such as parakeets, charactes), this and until caged animals (such as convenient of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the premitted to a convenient of the Development. Tenant shall be permitted to keep such dog or cat or other animals on the premitted to the property of the property

c. Assistance Animals: An assistance animal must be registered with Managing Agent before 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.

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 Fitness. 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: 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: Tenant may not paste or nail any carpet, tile or linoideum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the Leased Peemises, it shall be left painted in the same color as when rened. Tenant shall not install a waterbed, washing machine, dryer, dishwarher, air conditioner, refrigerator, tink, grathage disposal, kitchen obisets, stove, other mechanical equipment or an external amenan is an apartment or make any other changes, alterations or improvements without the writen 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 pranted 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 of voliding.
- 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, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surreader the Lessed Premises to Owner upon 30 days' written notice from Owner to Tenant of such government taking.
- Al. CONSTRUCTION/CONVENIENCE,
  Neighboring buildings may be the subject of
  construction, resovation or demolition. Owner will
  not be liable to Tenant not shall read seen about
  Owner liable for interference with view, little sirflow, or ventilation, the convenient of quide enjoyment, or breach of the wagning of sharbacking,
  whether such interference temporary or
  permanent, if such interference years from
  activities conducted, on adjoining properses.
- 42. NO WAIVER: The finance 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 right. No waiver by Owner of any proteins of that Lease can be made unless made in writing by Owner. Acceptance of rent by Owner with thousand of the breach of any condition or term of that Leafe is not a waiver of the breach.
- 43. RENEWAL: The "Tenn" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable 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 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 side of the state o
- 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 inventeed domestic violence, dating violence, seemal assault, or stalking will not be construed as a serious or repented violation of the Lease by twictin or threatened victim of that violence, and will not be good cause for terminating the assistance, teanancy, or occupancy rights of the victim of such violence.
- b. Criminal activity directly relating to abuse, engaged in by a member of the Fenant's housed 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 stalking.
- c. Monvintustanding 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 violence against family members or others. This action may 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.

(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 ioint 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 Lease will end on the date of such
taking. In such event, Tenant will have no claim for
damages against Owner based upon such taking, and
Tenant will be required to surrender the Leased
Premises to Owner upon 30 days' written notice
from Owner to Tenant of Such government taking.

Al. CONSTRUCTION/CONVENIENCE,
Neighboring buildings may be the studiest of
construction, resovation or demolition. Owner will
not be liable to Tenant not shall reast seek a bold
Owner liable for interference with view, little sirflow, or ventilation, the coverant of quiteenjoyment, or breach of the warming of sharbuiltin,
whether such interference is temporary or
permanent, if such interference remains from
activities conducted, an adjoining proprietes.

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

43. RENEWAL: The "Term" of the Lesse, defined as the period between the "Beignings" and the "Ending" dates described in the Lesse, 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 Lesse shall automatically reserve for successive definitis 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 at the Leased Premises 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 doffees on one in Lease, or to such other address at Owner shall be, and the remaining Notices will be considered delivered five (5) consecutive days from the date mailed.

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, seemal 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 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, sentral assault, or shalling.

c. Monvinhanading any restrictions on admission, occupancy or terminations of occupancy or a sistence, 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 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 taken without evicting, removing terminating

### House Rules at UPACA 6

- You will receive House Rules with your PACT lease during your lease signing appointment.
- The House Rules for UPACA 6 were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the UPACA 6 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 UPACA 6 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 UPACA 6 Sites 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