



MNP/W P A C T PARTNER

租赁介绍第2部分

2023年11月1日下午6:00

Church of the Resurrection 325 E 101st Street, New York, NY 10029

PRESENTED BY:

THECOMMUNITY
BUILDERS









议程

- 什么是"永久合理租金之共同承诺"(PACT)?
- 关于我们
- 住户需求评估状况
- 租赁介绍
- 即将召开的会议议程
- 问题与回答

什么是"永久合理租金之共同承诺"(PACT)?

什么是"永久合理租金之共同承诺" (PACT)?

PACT 投资与改善

- · 纽约市房屋局 (NYCHA) 需要 783 亿美元来 全面翻新及改造其住房,但联邦政府只提供 了所需资金的一小部分。
- · 通过 PACT,将开发项目纳入租金援助示范 (RAD)中,并转换为一个更稳定的、由联邦 政府资助的计划,称为基于项目的第8节。
- PACT 释放资金以完成全面维修,同时使住 房永远负担得起,并确保住户享有与他们在 公共住房计划中拥有的相同基本权利。



在 Twin Parks West 的翻新公寓



在 Baychester 的场地改善



在 Ocean Bay (Bayside) 的修复屋顶和太阳能电池 板系统



在 Ocean Bay (Bayside) 的翻新大楼入口

PACT 如何运作

PACT 有赖于与私营和非营利发展合作伙伴的合作关系,这些合作伙伴是根据住户的意见而选择。

全面维修

开发合作伙伴带来了设计 和建设方面的专业知识。 他们解决了开发过程中所 有的物质需求。

专业管理

物业管理合作伙伴负责大 楼和场地日常运营和维护。

加强服务

与社会服务提供商的合作 关系有助于通过住户意见 改善现场服务和规划。

公共控制: NYCHA 和住户

您的开发项目将仍为公共控制。在转换后,NYCHA将继续拥有土地和大楼、管理第8节补贴和候补名单,并监督开发项目的情况。如有需要,NYCHA能够介入解决住户与新物业管理团队之间可能出现的任何问题。

PACT 住户保护

- 租金将是您家庭收入的 30%。*
- 您将有权组织。
- 住户协会将继续获得资助。
- 您将有权续租。
- 在转换时将不会重新筛查您的申请。

- 您可以将亲戚加到您的租约中。
- 您将继续拥有继承权。
- 您可以举行申诉听证会。
- 您将有机会申请 PACT 创造的工作。

关于我们

关于我们

开发团队、总承包商和物业管理公司









建筑师、景观设计师和可持续发展顾问

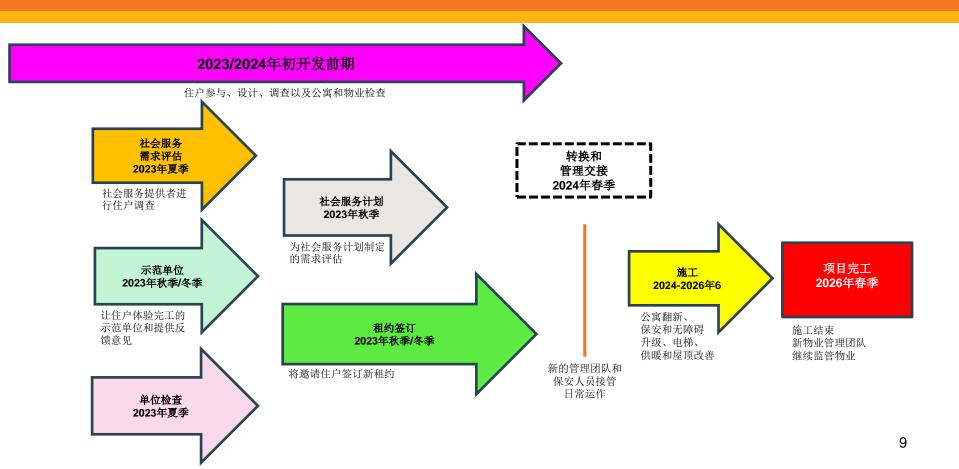








项目时间表



住户会议日程安排

会议	主题	日期
1	项目开始: PACT合作伙伴介绍	2023年2月
2	单位检查/工作范围/设计开始	2023年4月
3	设计研讨会和住户调查	2023年5月
4	住房质量标准 (HQS) 检查 和设计研讨会跟进	2023年6月
5	管理团队和租赁介绍	2023年9月
6	租赁介绍	2023年11月
7	社会服务计划	2023年12月
8	最终设计计划	2024年1月
9	本地招聘介绍	2024年2月
10	交接计划、第8节介绍(由NYCHA共同介绍)	2024年3月

住户需求评估

什么是住户需求评估?

- 收集住户对服务、资源和规划需求的反馈意见
- ▶ 告知社会服务计划的制定和任何其他社会服务提供者的选择
- 您的回答是自愿的,不过我们非常感谢您,以确保我们能够为 大楼提供最好的服务
- ▶ 可以与 PACT 合作伙伴共同填写调查,您也可以自己填写

目前状况和时间表

Gaylord White Houses: 完工44%以上 Metro North Plaza: 完工46%以上

- ▶ LSA/AAFE 登门拜访并在白天在大厅设桌进行调查
- ▶ 同时将在有些晚上和周末进行调查。日期和时间待定。
- ▶ 调查员也会在大楼内走动与住户见面



物业管理团队介绍

转换完成后,Wavecrest Management 将成为 Metro North Plaza 的管理代理。

您可能对我们目前在场地的一些团队 成员比较熟悉。

您可通过识别证和/或配有此标志的服装识别 Wavecrest 团队成员:



Ray Nolasco 物业经理



Josh Lu 住房合规经理



管理层转换概况

- □ 作为 PACT 转换的一部分,所有住户均必须签订新租约。
- □ Metro North 住户将从第 9 节 (公共住房) 转换到第 8 节。
- □ NYCHA 租赁住房部门将:
 - ✔ 重新认证住户资格
 - ✔ 确定住户每月租金部分
 - ✓ 处理第8节优惠券
 - ✓ 通过 NYCHA 自助服务门户网站处理新增/移除家庭成员的请求
- □ Wavecrest 团队成员将会在我们的场地办公室协助住户使用该自助服务门户网站。
- □ 将修缮、租金支付等事项交接给新的物业管理团队: Wavecrest Management

管理层转换-新租约概况

- □ 目前在租约上的 Gaylord White 住户将通过 PACT 计划自动符合第 8 节资格
- □ 租户租金部分将保持在调整后家庭总收入的 30%
- □ 支付固定租金的租户,其租金将在五年分阶段内涨至 30% <u>注:此项不适用于绝大多数住户</u>
- □ 住户将签订一年的租约,并在每年重新认证后自动续约
- □ 水电费和空调附加费将保持不变
- □ Gaylord White Houses 的新住户将来自 NYCHA 第 8 节租赁住房管理的等待名 单中

租约签订介绍

什么是租约?

- □ 租约是房东和租户之间在特定期限内具有约束力的合同
- □ 租赁协议列出房东和租户的责任
- □ 租赁协议列出租户的权利

作为转换的一部份,住户均必须签订一份新的 PACT 基于项目的第 8 节 租约,以确保他们的家庭仍保持负担得起他们的公寓。这是 Metro North PACT转换的重要部份。

Metro North Plaza 住户将从第 9 节(公共住房)转换到基于项目的第 8 节优惠券。住户将继续仅支付收入的30%租金。

租约签订介绍

- □ PACT 租约是由 NYCHA 制定,并已告知住户、倡议者和利益相关者。同时也经过了独立法律服务机构法律援助协会 (Legal Aid Society) 的审查
- □ PACT 计划的许多权利和保障均记录在 PACT 租赁协议中,因此签订此新租约确保住户仍将保有租户身份,以保障其住户权利(与公共住房计划中所拥有的基本权利相同)
- □ 在接下来的几个月内,我们将分享有关租赁的更多信息,并对住户进行外展, 以签订他们的新租约

PACT 租约第1页: 租约生效日期和住户信息

PACT 租约第 1 页将预先填入 NYCHA 对您家庭的存档信息,包括您的第 8 节案件编号。

- □ 在租约签订时,请确认本页上的所有信息 均正确无误
- □ 您的 PACT 租约生效日期将为 PACT 转换的日期,预计在 2024 年初开始

Approved - PACT L (as of 1/6/2/	
RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]	
$\label{thm:permanent} \textbf{PERMANENT AFFORDABILITY COMMITMENT TOGETHER} (\textbf{PACT}) \textbf{LEASE}$	
ACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:	
ACT Partner Name:	
ACT Partner Address for Notices:	
ACT Property Manager Name:	
ACT Property Manager's Address:	
ddress of "Lessed Fremises" (including Apriles): smant's Name (parant/people signing least): ettion 8 Cate Number: ffective Date of Lesses, 20 or the date of the PSV HAP Contract (as defined below) for avelopment, whichever is later.	or the
1 of	of 13

PACT 租约第2页: 第8节和住户租金部分

PACT 租约第 2 页包括有关第 8 节和您的月租金的信息。

- □ 目前的 Metro North 住户通过 PACT 计划 自动符合获得第 8 节优惠券的资格
- □ 本页将预先填入您的租金金额,金额由 NYCHA 租赁住房办公室确定。您的租金 将是经调整后总家庭收入的 30%
- □ 目前支付固定租金的住户的租金,将在五 年内逐步调整为经调整后总家庭收入的 30%

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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.

 MONTHLY RENT TO THE PACT PARTNER:

The monthly "Contract Rent" to the PACT Partner 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 PACT Partner 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. Tenant is Section 8 Tenant-Based participant; unit not on Section 8 Project-Based HAP Contract. See PACT Residential Leave Rider (Tenant-Based Section 8 Participants).
- NO.N. IF 3/M IS. CHECKT.Da. July as Project Based HAP Centrest E. Sel, month the PACT Patter and PACT Property Manager and credet a boundary of the PACT Property Manager and credet a boundary and the property Manager assistance payment, Jacobs the monthly Contract Rest. The amount of the monthly Contract Rest. The status of the rest of the PACT Property of the PAC

The remaining portion of the Contract Rent is the remain's portion of the rent. You as Teamst are responsible for paying to the PACT Partner this. Tennant's portion of the rent "which is an amount that is equal to thirty (30%) percent of your adjusted gross incomes as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with

HILD ENV requirements. It you ware a NYCHA public homing them trestings at the Development, and if at the initial conversion of the Development, and if at the initial conversion of the Development to project-based Section 8, you present on at calculated, represent in microsate over what you you were project gets than thinty Offs) percent of your wighted gross mecous, and such increase in the your weep report gets than thinty Offs) percent or you were project gets than thinty Offs) percent or you were project gets than thinty Offs) percent or you were project gets the final thinty in the place of the percentage of the place of the percentage with the accordance with the requirements the first in accordance with the requirements the first in the ALD North in the Confidence with the requirements the first in the ALD North in the Projection of the Percentage of the Pe

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 PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner 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 PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

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 Tenar's portion of the rart 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" attached to this Leave as a Rider and election by the Contract Rent Amount as shown in the Bent Election Form and littled below which Contract Rent Particular Contract Rent Contract Rent Particular Contract Rent Amount as shown in the

PACT 租约第3页:家庭信息

PACT 租约第3页列出您家庭的每位成员及 其与户主的关系。

- □ 如果您曾向 NYCHA 提出新增或移除家庭成员的请求书,请在租约签订时携带此文档的副本
- □ NYCHA 租赁住房办公室将负责在 PACT 转换后处理这些请求,但我们可以帮您跟 讲

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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

(ii) After Initial Conversion: If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rest exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing sustance payment is equal to 30 for at least 180 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Teanst agree that if a say time the PACT Partner or the PACT Property Manager norfies Teanst that they are eligible for the PBV program, the Teanst agrees to complete all documentation successary to apply for assistance under the PBV program. If the Teanst does not made the PBV program. If the Teanst does not partner or the PACT Property Manager, Teanst agrees to pay the Contract Ren for Apartment as listed below.

The Tenant agrees to provide to the PACT Partner and/or the PACT Property Manager annually, no later than sixty (60) days from the PACT Partner's and/or the PACT Property Manager'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 PACT Partner and/or the PACT Property Manager may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the PACT Partner and/or the PACT Property Manager to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns and W-2 and 1099 forms (or their equivalent). 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 mouth or a tuck other day each mouth as the PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Portnery Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender 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 PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance partners the behalf or the public assistance partners the behalf or the public assistance

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

- c. The PACT Partner, in consideration of the rent herein paid and Tennat's understaing to comply with the Tennat's obligations in this Lesse and with all of the rules and regulations of the PACT Partner, hereby lesses to the Tennat and the Tennat hereby rents from the PACT Partner the Lessed Premises for the Tenn specified bloove;
- 3. USE AND OCCUPANCY OF LEASED PREMISES:

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 incention of the tenancy, since birth or adoption, or since authorization by the PACT Partner and/or the PACT Property Manager and NYCHA. The members of the Tenant's household as authorized by the PACT Partner and/or the PACT Property Manager and NYCHA are listed below. The Tenant shall obtain the prior written consent of the PACT Property Manager, or such PACT Property Manager '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 Dramiser.

Name:	Relation to Tenant:	

PACT 租约第5页:保证金和水电费

PACT 租约第 5 页包括有关您的保证金和水电费的信息。

- □ 您在 NYCHA 档案数据中的保证金将在转换 时转交给 Wavecrest Management
- □ 水电费由管理部负责,包含在您的租金内
- □ 依照 NYCHA《房屋规则》,将不允许住户 在他们的公寓中安装烘干机

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specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and in a prominent location in each building, and shall be furnished to the Tenant on request. The PACT Partner and/or the PACT Property Manager may not modify such schedules. policies, rules and regulations without the prior written consent of NYCHA. The PACT Partner and/or the PACT Property Manager shall give at least 30 days' prior written notice to the Tenant of any proposed modification. Such notice shall set forth the proposed modification and the reason therefor, indicate that the proposed modification is subject to NYCHA's prior written consent, and shall provide the Tenant an opportunity to present written comments (which notice and any comments shall be provided by the PACT Partner and/or the PACT Property Manager to NYCHA). A copy of such notice of any such proposed modification shall be

- delivered directly or mailed to the Tenant; or
- posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.
- 6. SECURITY DEPOSIT
- a. At Initial Conversion: The balance of any security deposit currently held by NYCHA for you shall be transferred to the PACT Partner and you will not be required to pay any additional security, even if you transfer to another unit at this Development.
- C. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Teanat, less 1% Parker has been accounted by the banking institution to the Factant, less 1% PACT Partner may use or apply all or any part of the banking institution to the Fact Partner. The PACT Partner may use or apply all or any part of the deposit as may be required to pay for damage to the Lessed Paramiter and 10 of Teanat 10 of the part of the partner of the PACT Partner at the expansion of the less term in the same condition as when restered by Teanat,

ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. Tenant shall not use the security deposit to pay the last month's rest of the Lease term. The PAGT Partner may use the security deposit in full or in the partner of the tenant of the tenant to t

- 7. SUBLETTING/ASSIGNMENT: Tenant shall neither axing the Lasaed Premises in whole or in part nor sublet the Lasaed Premises in whole or in part without the written consent of the PACT Pattner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.
- SERVICES: The following services and utilities are the responsibility of (boxes to be checked by the PACT Partner before signing):
- PACT Partner: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity ☐ Other
- Tenant: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity ☐ Other
- PACT PARTINEN'S INABILITY TO PROVIDE SERVICE: If the PACT Partner is unable to provide certain services as a result of circumstances which are not the fault of the PACT Partner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except so otherwise permitted by Jaw.
- 10. ACCESS: The PACT Partner and/or the PACT Property Manager upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance. making improvements or repairs, or for showing the Leased Premises for re-leasing or to prospective mortgagees. A written statement specifying the purpose of the PACT Partner's or the PACT Property Manager's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time thereafter without further notification. The PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time without prior notice to Tenant

PACT 租约第6和7页: 申诉程序以及 NYCHA 在 Gaylord White 的角色

PACT 租约第 6 和 7 页包括有关申诉程序以及 NYCHA 在 Metro North 的角色的信息

- □ 关于租金问题的 NYCHA 申诉程序在 PACT 转换 后仍将保持不变
- □ 住户可通过 Wavecrest Management 提出有关维 修和保养的申诉
- □ Wavecrest Management 必须获得 NYCHA 的许可才能对住户提起法律诉讼。我们优先给面临困难的住户解决问题
- □ 住户将向 NYCHA 租赁住房部门递交年度和临时 性收入的重新认证以及家庭变更
- □ 新住户将来自 NYCHA 第 8 节租赁住房管理部门 的候补名单

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when there is reasonable cause to believe an emergency exists. Failure by Tenant to provide access to the PACT Patters and/or the PACT Property Manager upon reasonable advance notice after a reasonable number of attempts with a minimum of two attempts in a reasonable stated manner is a breach of a substantial obligation of this Lease.

 LIABILITY OF TENANT: Tenant shall pay all sums incurred by the PACT Partner in the event the PACT Partner is held liable for damages resulting from any act by Tenant.

12. FIRE AND CASUALTY DAMAGE: Tenant is required to advise the PACT Partner immediately in the event of fire or other carnalty which renders the Leased Premises partially or wholly unfit for occupancy. The PACT Partner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under the PACT Partner's control. If part of the Leased Premises is usable, Tenant must pay rent for the usable part. If the Leased Premises are damaged and the PACT Partner determines that the Leased Premises is beyond repair, the term of this Lease. shall end, and Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be renaid to the PACT Partner by Tenant as addedirent

13. TENNT DEFAULT. In the sense Ream does not comply with nor of the obligance of this does not comply with nor of the obligance of this class of the sense of th

14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.

a. Termination. Nonfactions HUD is incorporating additional termination confidention requirement to comply with section 6 of the United States Housing & red 1971 (as may be assended, the "Act") for public housing project that convert continuous under ADA and no non-RAD PSV untribucted at the Development in addition to the application at 7 der F. § 952.27; Adalett of the requirement at Pacific State 2 and non-RAD continuous and the properties of the proper

notice of termination of the Lease to Tenants which

 $i.\ A$ reasonable period of time, but not to exceed 30 days:

 If the health or safety of other tenants, the PACT Partner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

In the event of any drug-related or violent criminal activity or any felony conviction;

 At least 14 days in the case of nonpayment of rent; and

iii. At least 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 Acet.

For issues related to subsidy assistance and termination of such assistance, FSV program rules require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.55°, RAD will specify alternative requirements for 24 CFR § 982.55°,50° 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 five in 24 CFR § 982.555(a)(1)(a)(·), an opportunity for an informal hearing must be given to the Teamst for any disputs that the Teamst may have with respect to a PACT Partner action in accordance with the Teamst's Lease or the contract administrator in accordance with a Teamst's Lease or the contract administrator in accordance with RAD or Non-RAD FBV requirements that adversely affect the Teamst's tribts, bolications, wedlers or status.

For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v) (which relates to subside 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

PACT 租约第8页:废弃物处理、宠物和住户责任

- PACT 租约第8页包括住户责任的信息,包括:
- □ 在指定区域丢弃垃圾和废弃物。不允许将垃圾留在 走廊或从窗户丢出
- □ 宠物 –根据 NYCHA 的宠物政策,允许养宠物(一 只狗或一只猫)
- □ 目前的住户必须在转换之前向 NYCHA 注册他们的 宠物
- □ 依照上述规定,新住户也允许养宠物
- □ 不得擅自改动新的烟雾和一氧化碳侦测器!
- □ 如果有剥落的油漆以及在单位中有 **10** 岁以下儿童需要窗户护栏,住户应该通知管理部
- □ 不允许在单位中使用烘干机

the Tenant or a member of the Tenant's household did or failed to do.

- (B) During the initial lease term or during any extension term, other good cause includes:
- Disturbance of neighbors.
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.
- (C) After the initial Lease term, such good cause includes the Tenant's failure to accept the PACT Partner's offer of a new Lease or revision.

15. LEGAL FEES

- In the event either the PACT Partner or Tenant incurs legal fees and/ or court costs in the enforcement of any of the PACT Partner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.
- RE-ENTRY: If Tenant is evicted by legalaction, the PACT Partner may enter the Leased Premises without being liable for re-entry and may re-rent the Leased Premises.
- 17. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by the PACT Partner.
- 18. COMMON AREAS. Teiuns shall not place haby carriages, bitycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, slanivays, 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 the PACT Partner can be used for deliveries.
- 19. CARBACE AND REFUSE: Carbage and recyclable lems must be brought to the basement or other area designated by the PACT Partner in such a manner that the PACT Partner may direct. Carpets, rugs, or other articles shall not be hung or shaken out any window or balcony of the building. Tenant shall not sweep or throw or permit to be sweep to rhrown any drirt, garbage or other substances out of rhrown any drirt, garbage or other substances out of

the windows or into any of the halls, elevators, elevator shalls or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by the PACT Partner. Tenant shall be liable to Owner for any violations issued to the PACT Partner as a result of Tenant's failure to properly recycle or other violation of law.

20. PETS:

- a. The PACT Partner shall have a pet policy that (i) at a minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dog or cat under (25) twenty-five pounds with (either full breed or mixed breed) Doberman Pinscher, Pit Bull and Rottweiler specifically prohibited and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish and small caged animals (hamsters, gerbils, guinea pigs), and (ii) does not charge pet fees in excess of any pet fees charged by NYCHA for its residents. All pets must be maintained in accordance with the NYC Health Code and the House Rules. The PACT Partner does not waive the right to deny or object to any other pet belonging to Tenant or any other
- b. If Tenant has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as hamsters, gerbils, guinea pigs) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the Leased Premises.
- c. Assistance Animals: An assistance animal must be registered with the PACT Property Manager <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.
- 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.

PACT 租约第 10 页: 租约期限和收入重新认证

PACT 租约第 10 页包括有关您的租约期限和收入重新认证的信息。

- □ 在 PACT 计划下,您的租约将自动续约
- □ 当成为第 8 节租户需要重新认证您的收入和家庭成员时, NYCHA 租赁住房部门将以书面形式通知您
- □ 如果您的收入在一年内发生变化,您可以请求临 时重新认证
- □ 我们的场地办公室将提供专门的工作人员,协助 住户完成重新认证

Approved - PACT Lease (as of 1/6/2023)

Tenant shall remove all of Tenant's personal possessions from the Leased Fremises after Tenant has vacated. If any property remains in the Leased Fremises at the experation of the term, it will be deemed by the FACT Partner may discard or self-lifeant agrees to pay any expenses incurred by the PACT Fartner as result of the FACT Partner may discard or self-lifeant agrees to pay any expenses incurred by the PACT Partner as a result of the PACT Partner's disposition of said property.

34. JURISDICTION. Tenant consents to the jurisdiction of the Housing Court and all other courts in the City and State of New York. Tenant expressly represents that in the event a judgment is obtained against hum or her, the PACT Partner may enforce the judgment against any property or assets of Tenant; wherever they are Ecoated.

35. MILITARY STATUS:

☐ Tenant represents that he or she or they is in the United States military or is dependent upon a member of the United States military.

☐ Tenant represents that he or she or they is not in the United States military and is not dependent upon a member of the United States military. Tenant shall notify the PACT Partner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Tenants who are in or may enter into military service.

36. PARTIES BOUND: This Lease agreement is binding on the PACT Partner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of the PACT Partner or Tenant.

37. FORMS: Tenant agrees to complete any and all forms that may be requested by the PACT Partner from time to time as are beercamp for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by the PACT Partner's lenders, NYCHA or law.

38. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lease, 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 now exists, or building which may been step the property of the building which may be suffer exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land of validing.

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 then 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 the PACT Partner based upon such taking, and Tenant will be required to surrender the Leased Premises to the PACT Partner to Tenant of such power partners.

41. CONSTRUCTION CONVENIENCE.
Neighboding buildingni may be far subject of confunction, resorvation or demolition. The PACT Partner will use liable to Texant row shall remain seek to hold the PACT Partner liable for interference with views, light, air flow, or venishton, the covenant of quest enjoyment, or breach of the warranty of habibility, whether not unreference is tumourary or permanent, if such interference is tumourary or permanent, if such interference is tumourary or permanent, if such interference is tumourary or permanent.

42. NO WAIVER: The failure of the PACT Patters to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of the PACT Patters' a rights. No waiver by the PACT Patters of any provision of this Lease can be made unless made in writing by the PACT Patters with knowledge of the breach of any condition or term of this Lease is not a waiver of the breach.

43. RENEWAL: The "Term" of the Lenc defined as the protein between the "Enginizing" and the "Ending" date described in the Lease, shall be automatically securible following the Ending date, unless otherwise terminated, for terms of review unless otherwise terminated, for terms of review unless otherwise terminated, for terms of review making the contract of the Lease of the Lot day of the 12th mouth. Norvintizationing the foregoing, this Lease shall automatically secure for successive definite terms, subject to the PACT Partners being able to terminate Lease for good causes as set forth in Paragraph.

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

PACT 租约第 12 页: 吸烟政策

PACT 租约第 12 页包括有关吸烟政策的信息。

- □ NYCHA 于 2018 年推出了无烟倡议,通过减少接触二手烟以及协助想戒烟的吸烟住户,从而为住户打造更健康的家居环境,为员工创造更健康的工作环境
- □ 我们对这项倡议做出承诺。Metro North将 实行 100% 无烟政策
- □ 这意味着在所有单位、公共区域和场地均禁止吸烟(包括香烟、电子烟、烟斗、大麻等)

Approved - PACT Lease (as of 1/6/2023)

is not required to reimburse NYCHA for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

48. ENTIRE AGREEMENT: The PACT Partner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Preminer. The Lease can only be changed in writing. The writing must be signed by both the PACT Partner and Tenant.

49. RIDERS: The following Riders are attached to and are part of this lease:

- a. Window Guard Notice; b. Lead-Based Paint Development
- Disclosure Summary
 c. Lead Paint Hazards in the Home (Sp.
- and Eng.)
 d. Lease/Commencement Occupancy
 Notice for Prevention of Lead-Based Paint
- Hazards Regarding Child; e. PACT Residential Lease Rider; f. PACT Residential Lease Rider for
- Tenant-Based Section 8 Participants (check here if applicable__); g. Rider for Tax-Exempt Bond Financing (check here if applicable__); h. Tenancy Addendum - Section 8 Project
- Based Voucher Program HUD-52530-c (check here if applicable __); i. Tenancy Addendum – Section 8 Tenan Based Voucher Program HUD-52641-a
- Based Voucher Program HUD-52641-a (check here if applicable ___); j. Rental Calculation Election Form (check here if applicable ___); k. Indoor Allergens Hazards Form; and
- Appliance Agreement (check here if applicable

 To the extent any provisions of the Riders conflict with any other provisions in the Lease, the provisions of the Riders Any other provisions of the Riders and prevail

terms in the Lause not in conflict with the provisions of the Riders remain in full force and effect. 50. SEVERABILITY: In the event that any provision of this Lease shall violate any requirement not faw, then unch provision shall be deemed void, the applicable provision of law thall be desended ubstituted, and all other provisions of this.

shall remain in full force and effect.

51. SPRINKLER SYSTEM. The Leased Premises do not have a maintained and operative sprinkler system unless indicated below:

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was:

52. SMOKING POLICY:

The PACT Partner has adopted a Smoke-Free Policy prohibiting tobacco and marijuana smoking in restricted areas. Smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe (hookah), or any similar form of lighted object or device containing tobacco or marijuana. Restricted areas include, but are not limited to, the Leased Premises and all interior areas of the Development, or to the property boundary where that boundary is less than 25 feet from the property line of a development building. The Tenant, any member of the household, a guest, or another person under the Tenant's control must comply with the Smoke-Free Policy. The PACT Partner's adoption of the requirements in this paragraph 52 does not make the PACT Partner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas. PACT Partner specifically disclaims any implied or express warranties that the Leased Premises will have higher or improved air quality or will be free from secondhand smoke. PACT Partner will take reasonable steps to enforce the requirements of this paragraph 52 utilizing a graduated enforcement policy, to be consistent with NYCHA's Smoke-Free Policy.

53. ELECTRONIC SIGNATURE.

- a. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal <u>Electronic Signatures</u> is Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the patrice hereby warve any objection to the contray.
- b. The PACT Partner, Managing Agent and Tenant each acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation.

GAYLORD WHITE HOUSES 的《房屋规则》

- □ 房屋规则》是一份书面的物业规则列表,您将会在租约签订时与 PACT 租约一起收到
- Metro North 的《房屋规则》旨在提高所有住户的生活质量。这些规则需 经过 NYCHA 和 Metro North 住户协会的批准
- □ 《房屋规则》有助于营造一个让所有住户都能受到尊重、和平享受的居住 环境
- □ 《房屋规则》包括通过《反对妇女暴力法》(VAWA) 保护受家庭暴力、约会暴力、性侵犯和跟踪的受害者。**这些保护适用于所有人,无论性别、性别认同或性取向为何。**

租约签订流程摘要

- □ 目前的 Metro North 住户将通过 PACT 计划自动符合第 8 节资格
- □ 您的租金将保持在经调整后总家庭收入的 30%*
- □ 如果您目前支付固定租金,您的租金将逐步调整为经调整后总家庭收入的 30%
- □ 根据 NYCHA 的宠物政策,目前的住户可以养宠物(一只狗或一只猫)。您 必须在转换之前向 NYCHA 注册您的宠物
- □ 水电费包含在您的租金中
- □ Metro North 的空缺将从 NYCHA 的第 8 节租赁住房部门管理的开发项目场 地候补名单中填补
- □ 住户仍可参加申诉听证会
- □ 在接下来的几个月内,我们将分享有关租赁的更多信息,并对住户进行外展, 以签订他们的新租约

为转换做准备 - 租约签订

在签订租约时,将需要下列文件:

- □ 所有年满 18 岁的家庭成员由政府签发带照片的身份证件
 - 例如: 驾照、非驾照、许可证、护照
- □ 所有家庭成员的社会安全卡
- □ 所有家庭成员的出生证明
- □ 宠物和/或洗衣机注册文件
- □ 合理的住房请求和证明文件
- □ 您希望我们的工程合作伙伴 MDG 注意的任何特殊请求

管理层转换-租约签订时间表



SAMPLE PACT Resident Lease

Enclosed is a sample of the PACT lease that NYCHA residents will sign before their development converts to the Project-Based Section 8 program through PACT. This is a sample PACT lease. Please do not sign it.

This PACT lease was developed by MYCHA and has been informed by the residents, advocates and stakeholders. It has also been reviewed by Legal Aid Society, an independent legal services organization. This lease cannot be changed without NYCHA's approval.

In coordination with NYCHA, PACT partners will reach out to residents to schedule a lease signing. By signing this new lease, you ensure that your apartment will remain affordable to your household and that your authorized relatives will have succession rights to the apartment. In addition to this lease, there are other documents that protect resident rights – including the documents NYCHA will sign with the PACT partner and the U.S Department of Housing and Urban Development (HUD). To learn more about resident rights and protections under that PACT program you can visit NYCHA's PACT website: org/nyclas-pact.

In addition to the lease itself, there are riders and notices that you will also need to sign. Most of these are required by local, state or federal law of all renters in New York City. The riders and notices are also available on NYCHA'S PACT website if you want to review them before the lease signing: on nvr.gov/nycha-pact.

Residents should not wait to ask questions about their new PACT lease and should use the following resources to learn more:

- Residents can attend a virtual town hall hosted by the PACT partner to explain the lease signing process and answer any questions you might have.
- Residents can call a free legal services hotline provided by the Legal Aid Society. This line is dedicated to residents converting through the NYCHA PACT program.

Please call 212-298-3450 to reach the Legal Aid Society

REMINDER: This is a sample PACT lease. Please do not sign it.

Last Updated: February 16, 202

A translation of this document is available in your management office. La traducción de este documento está disponible en la Oficina de Administración de su residencial

所居公房管理處備有文件譯本可供索取。 所居公房管理处备有文件译本可供索取。

Перевод этого документа находится в офисе управления Вашего жилищного комплекса.

- □ **2023年11月下旬** 我们会将新租约样本的副本提前分发并上传到我们的网站
 - <u>此为样本,请勿签署</u>。仅供查阅。
 - 将进行实际租约签订的预约
- □ 我们还为 Metro North 住户提供一个专门的法律援助热线,作为另一层面的支持
 - 法律援助热线: (212)298-3450
 - 法律援助团队可*免费*帮助解答您对租赁协议的任何 问题或疑虑!

管理层转换-租约签订时间表

- □ 2023年12月 我们将举办一个有关租约的深入会议
 - ➤ 请鼓励 Metro North Plaza 的任何朋友、邻居或家人参加
- □ 2024年1月 将进行预约,安排在我们的场地办公室签订租约(具体地点 待定)
 - 租约副本将分发给所有家庭,供您在预约前查看
 - ▶ 同时会在我们的网站上提供副本
 - > 您也可在此期间致电我们索取副本
 - ➤ Wavecrest 团队会将预约安排在对住户方便的时间
 - ▶ 如有需要,我们将登门拜访以配合住户的需求

Wavecrest 联络信息

我们正在场地寻找一个空间作为我们的临时管理办公室。

同时, 您可拨打电话联系我们: (718)475-4210

或

给我们发送电子邮件:

MetroNorth@twmt.net

我们期待回答您对有关 PACT 转换的任何问题或疑虑!

请注意: 在转换之前,目前的物业管理和修缮问题应交由 NYCHA 处理。

即将召开的会议信息

- ➤ 下一次 PACT 会议
 - □ 11月29日
 - □ 议程
 - □ 项目更新
 - □ 社会服务计划

PACT 合作伙伴联系方式

MNP/W PACT

有关 MNP/W PACT 10 和即将举行的会议的信息,请浏览我们的网站或通过以下方式与我们联系:

网站: MNPWhitePACT.tcbinc.org 电邮: MNPWhitePACT@tcbinc.org

电话: (718) 475-4210

要了解有关 PACT 计划、您的权利和保护以及其他 PACT 项目的更多信息,请浏览:

https://www.nyc.gov/site/nycha/about/pact.page



PACT热线: 212-306-4036

电邮: PACT@NYCHA.NYC.GOV 网站: http://on.nyc.gov/nycha-pact

如有以下问题,请联络 PACT 资源:

- 永久合理租金之共同承诺 (PACT) 计划
- 基于项目的第8节
- 如何计算租金
- 住户权利和保护

请注意:在转换之前,日常管理和修缮问题应交由 NYCHA 处理。

客户联络中心 (CCC): 718-707-7771

常见问题

▶ 住户是否需要符合第8节的资格?

在 PACT 计划下,所有目前的住户都将自动符合第8节的资格。

在修缮期间,租户将移至何处?

预计在整个进行修缮和翻新的过程中,租户将留在原地。在作业期间,将提供迎宾套房作为暂时休息处。

如何确保物业不受路人和深夜干扰?

虽然会保留一些面向公众的户外区域,但我们将通过周到的设计和新的安全功能(如摄像头和照明),来确保大楼的安全。

关于害虫控制和垃圾问题将采取什么措施?

废物管理是设计过程中的优先事项,并将成为新管理维护的一个积极组成部分。

问题与回答

