



# MNP/W PACT PARTNER

## Lease Review

March 20, 2024 at 6:00 PM

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

PRESENTED BY:

THE COMMUNITY  
BUILDERS

ASCENDANT  
NEIGHBORHOOD DEVELOPMENT

MDG  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

W  
WAVECREST  
MANAGEMENT

terrain



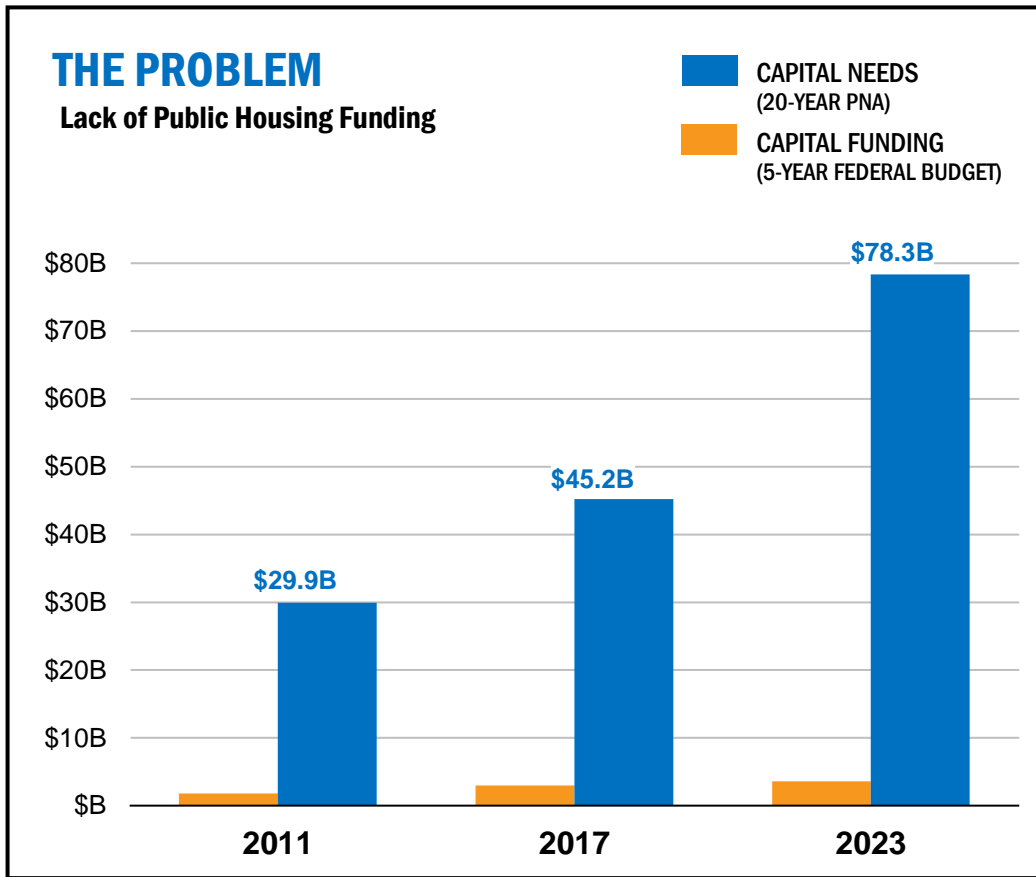
# AGENDA

- What is PACT
- Who We Are
- Lease Review
- Upcoming Meeting Agenda
- Questions & Answers

**What is PACT?**

# What is PACT?

- NYCHA needs \$78.3 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.



# 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.

## 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.



Independence



Ocean Bay (Bayside)

# PACT Resident Protections

- All residents **continue to pay 30% of their adjusted gross household income\*** towards rent.
- Residents do not have to pay **any additional fees or charges** that are greater than what they currently pay.
- All existing households **automatically qualify** for the Project-Based Section 8 program and are offered a new Section 8 lease.
- Lease agreements **automatically renew every year** and cannot be terminated except for good cause.
- Residents have the **right to remain** or, if temporary relocation is necessary, the **right to return** to the property.
- All households who are over- or under-housed are required to **move into an appropriately sized apartment** when one becomes available.
- All **moving and packing expenses are covered** by the PACT partner.
- Residents can **add relatives** to their Section 8 households, and they will have **succession rights**.
- Residents have the right to initiate **grievance hearings**.
- Residents can **apply for jobs** created by PACT.

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

\*\*Existing households includes all persons on the public housing lease or in lawful occupancy.

**Who We Are**

# Who We Are

## Development Team, General Contractor, and Property Management Company

THE **COMMUNITY**  
**BUILDERS**

**ASCENDANT**  
NEIGHBORHOOD DEVELOPMENT

**MDG**  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

**WAVECREST**  
MANAGEMENT

## Architects, Landscape Architect, and Sustainability Consultant

**PAUL A.  
CASTRUCCI,  
ARCHITECTS**  
PASSIVE HOUSE DESIGN FIRM

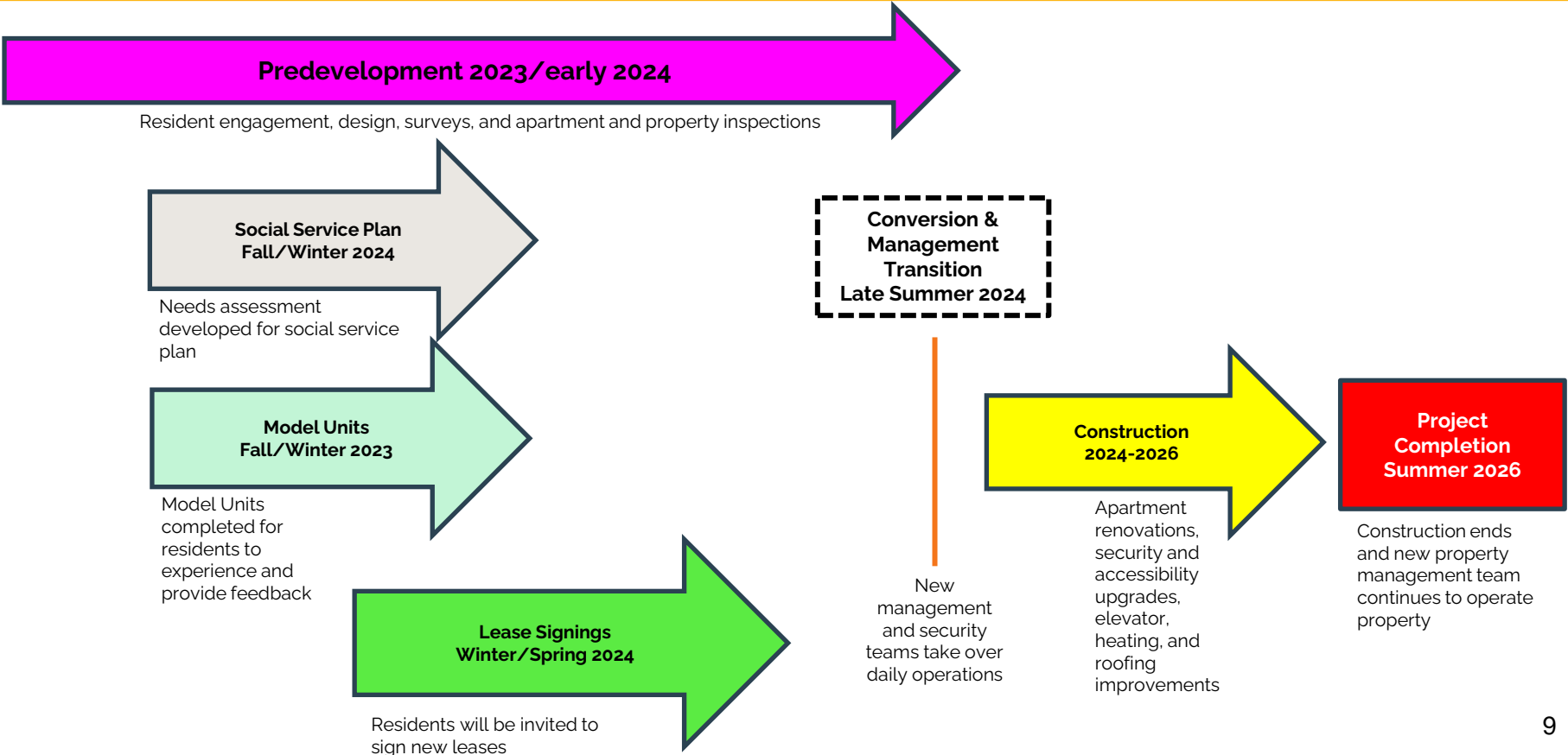
**UAI**  
URBAN ARCHITECTURAL INITIATIVES

**terrain**

**BRIGHT POWER**



# Project Timeline



# Resident Meeting Schedule

*PLEASE NOTE: EXACT SCHEDULE SUBJECT TO CHANGE*

Meeting	Topic	Date
Past Meetings		
1	Project Kickoff: Introduction to PACT Partners	February 2023
2	Unit Inspections/Scope of Work/Design Kickoff	April 2023
3	Design Charrette & Resident Surveys	May 2023
4	HQS Inspections & Design Charrette Follow-Up	June 2023
5	Introduction to Management Team and Leasing	September 2023
6	Leasing Presentation	October 2023
7	Social Service Needs Assessment Results	November 2023
8	Social Service Plan	January 2024
9	Lease Review	March 2024
Upcoming Meetings		
10	Final Design Plans	May 2024
11	Local Hiring Presentation	June 2024
12	Transition Plan, Introduction to Section 8 (co-presented by NYCHA)	July 2024

# Management Transition – Recap

- ❑ **As part of the PACT conversion, all residents must sign new leases**
- ❑ Metro North residents will transition from Section 9 (public housing) to Project-Based Section 8
- ❑ NYCHA Leased Housing Department will continue to:
  - ✓ Recertify residents
  - ✓ Determine the resident monthly rent portion
  - ✓ Process Choice Mobility Section 8 voucher requests
  - ✓ Process requests to add/remove household members through the NYCHA Self-Service Portal
- ❑ Wavecrest team members will be able to assist residents with the self-service portal at our site office.
- ❑ Repairs, rent payments, etc. will transition to the new property management team: Wavecrest Management
- ❑ New house rules will be put in place and new management will be responsible for upholding the new house rules and addressing violations

# Management Transition – New Leases Overview

- ❑ Current Metro North residents, on the lease, will automatically qualify for Section 8 through the PACT program
- ❑ Tenant rent portion will remain at 30% of adjusted gross household income\*
- ❑ Tenants who are paying a flat rent will have their rents increased to 30% over a five-year phase-in period
- ❑ Residents will sign a 1-year lease and be granted an automatic renewal upon annual recertification
- ❑ Utility & air-conditioning surcharges will remain the same
- ❑ In accordance with NYCHA's Pet Policy, pets (one dog or one cat) are permitted for current residents. You must register your pet(s) with NYCHA before the conversion
- ❑ New residents to Metro North Plaza will come from NYCHA Section 8 waitlists, which are administered by NYCHA's Leased Housing Department
- ❑ Residents will still have access to grievance hearings
- ❑ Independent legal advice regarding your new lease is available from Legal Aid – *free of charge!*
  - **Free Legal Aid Hotline:** (212)298-3450

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

# Preparing for the Transition – Lease Signings

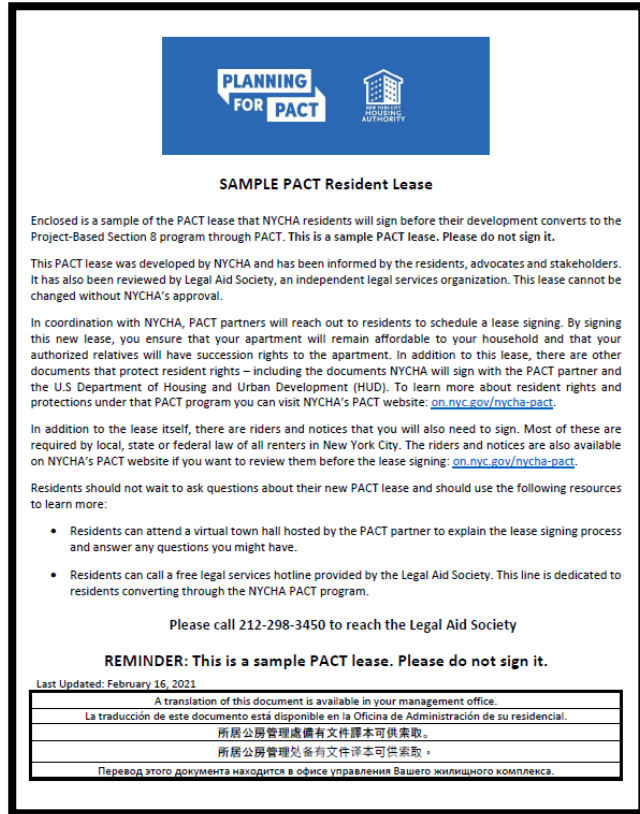
At lease signing, the following paperwork will be required:

- ☐ Government-Issued Photo ID for all household members, 18 and over
  - *Examples: Driver's License, Non-Drivers License, Permit, Passport*
- ☐ Social Security Card for all household members
- ☐ Birth Certificates for all household members
- ☐ Pet and/or Washing Machine registration documents
- ☐ Reasonable Accommodation requests & supporting documents
- ☐ Any special requests you would like our construction partners, MDG, to note

Wavecrest has reviewed tenant files with NYCHA. In advance of closing, residents should communicate with NYCHA property management to complete and update tenant files.

Sample leases were sent to residents this month. In the coming weeks, the PACT team will conduct outreach to residents to sign their new lease.

# Management Transition - Lease Signing Timeline



- ❑ **Winter/Spring 2024** - Sample copies of the new leases will be distributed in advance and uploaded to our website
  - **This is a SAMPLE, do not sign.** These are for review only.
  - Appointments will be made for actual signing of lease
- ❑ We will also have a dedicated Legal Aid hotline for Metro North residents as another layer of support
  - **Legal Aid Hotline:** (212)298-3450
  - The team at Legal Aid can help answer any questions or concerns you may have about the lease agreement – *free of charge!*

# Management Transition – Lease Signing Timeline

- ❑ **Spring 2024** - Appointments will be made to facilitate lease signings at our site office (exact location – TBA)
  - Copies of the lease will be distributed to all households for your review prior to your appointment
  - Copies will also be made available on our website
  - You may also call us to request a copy during this time
  - Wavecrest team will schedule appointments at a time that is convenient for residents
  - If necessary, we will make home-visits to accommodate resident needs

# Management Transition – Legal Aid

## What is Legal Aid?

The Legal Aid Society is an independent, non-profit organization that will provide **FREE** independent legal advice regarding your new lease.

**This hotline is dedicated to NYCHA PACT program residents:**

**Free Legal Aid Hotline: (212)298-3450**



# Lease Review

## LEASE SIGNING

### What is a lease?

- ☐ A lease is a binding contract between a landlord and tenant for a specified period
- ☐ Lease agreements outline the responsibilities of both the landlord and tenant
- ☐ Lease agreements outline tenant rights

As part of the conversion, households will be required to sign a new PACT Project-Based Section 8 lease to ensure that their apartment remains affordable to their household. This is a critical part of the Metro North PACT conversion.

Metro North Plaza residents will transition from Section 9 (Public Housing) to Section 8 Project Based Vouchers. Households will continue to only pay 30% of their income on rent.

# Lease Review

## LEASE SIGNING

- ❑ The PACT lease was developed by NYCHA and has been informed by residents, advocates, and stakeholders. It has also been reviewed by the Legal Aid Society, an independent legal services organization
- ❑ Many of the rights and protections of the PACT Program are documented in the PACT Lease, so signing this new lease ensures that households will remain a tenant under a lease that protects their resident rights (the same basic rights they possess in the public housing program)
- ❑ Over the next several months, we will share more information about the lease & conduct outreach to residents to sign their new lease

# Lease Review

## PACT LEASE PAGE 1: LEASE EFFECTIVE DATE & HOUSEHOLD INFORMATION

Page 1 of the PACT lease will be pre-filled 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 early 2024

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(as of 1/6/2023)

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

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

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager'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 FSV HAP Contract (as defined below) for the Development, whichever is later.

1 of 13

# Lease Review

## PACT LEASE PAGE 2: SECTION 8 AND RESIDENT RENT PORTION

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

- ☐ Current Metro North 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 adjusted to 30% of adjusted gross household income over a five-year phase-in period

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(as of 1/6/2023)

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 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 Lease Rider (Tenant-Based Section 8 Participant).

a. **ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract.** Each month the PACT Partner and/or the PACT Property Manager will credit a 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 2019-09 PBH 2019-20 (September 5, 2019), 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 PACT Partner 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 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 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 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

2 of 13

# Lease Review

## PACT LEASE PAGE 3: HOUSEHOLD INFORMATION

Page 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 Office of Leased Housing will be responsible for processing these requests after the PACT conversion, but we can help you follow up

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(as of 1/6/2023)

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 rent exceeds the Contract Rent as determined pursuant to the PSV program (the monthly housing assistance payment is equal to 50 for at least 180 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Tenant agree that if at any time the PACT Partner or the PACT Property Manager notifies Tenant that they are eligible for the PSV program, the Tenant agree to complete all documentation necessary to apply for assistance under the PSV program. If the Tenant does not complete the necessary documentation within thirty (30) days of written notification by the PACT Partner or the PACT Property Manager, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to the PACT Partner and/or the PACT Property Manager annually 50 lines than sixty (60) days from the PACT Partner and/or the PACT Property Manager's written request, a certification of annual income and household size along with certified 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 PSV 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 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).

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

c. The PACT Partner, 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 PACT Partner, hereby leases to the Tenant and the Tenant hereby rents from the PACT Partner 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 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 Premises:

Name:	Relation to Tenant:
_____	_____
_____	_____
_____	_____
_____	_____

3 of 13

# Lease Review

## PACT LEASE PAGE 5: SECURITY DEPOSIT AND UTILITIES

Page 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 Wavecrest Management upon conversion
- ☐ Utilities are the responsibility of management and are included in your rent
- ☐ Consistent with NYCHA House Rules, residents will not be allowed to maintain dryer units in their apartments

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(as of 1/6/2023)

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 schedule, 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

i. delivered directly or mailed to the Tenant; or

ii. 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.

b. After Initial Conversion: If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent in the amount of \$ \_\_\_\_\_, and (ii) the Contract Rent.

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 Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to the PACT 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 Leased Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to the PACT Partner at the expiration of the lease term in the same condition as when rented by Tenant,

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 rent of the Lease term. The PACT Partner may use the security deposit in full or in part, if necessary, as may be permitted by law.

7. SUBLETTING/ASSIGNMENT: Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part without the written consent of the PACT Partner, 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.

8. SERVICES: The following services and utilities are the responsibility of (lease to be checked by the PACT Partner before signing):

PACT Partner: ☐ Heat ☐ Hot water ☐ Gas  
☐ Electricity ☐ Other  
Tenant: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity ☐ Other

9. PACT PARTNER'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 as otherwise permitted by law.

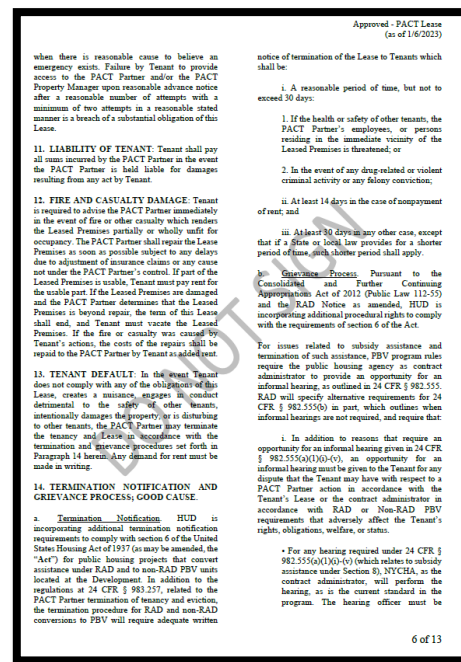
10. ACCESS: The PACT Partner and/or the PACT Property Manager, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvement or repair, or for showing the Leased 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

5 of 13

# Lease Review

## PACT LEASE PAGES 6 & 7: GRIEVANCE PROCESS AND NYCHA'S ROLE AT METRO NORTH

- ❑ Pages 6 & 7 of the PACT lease include information about the grievance process and NYCHA's role at Metro North
- ❑ 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 Wavecrest Management
- ❑ Wavecrest 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 Section 8 Leased Housing



# Lease Review

## PACT LEASE PAGE 8: WASTE DISPOSAL, PETS, AND RESIDENT RESPONSIBILITIES

Page 8 of the PACT lease include information about Resident Responsibilities including:

- ☐ Disposing of garbage & refuse in designated areas. Trash cannot be left in hallways or thrown out windows
- ☐ Pets – In accordance with NYCHA's Pet Policy, pets (one dog or one cat) are permitted
- ☐ Current residents must register their pet(s) with NYCHA prior to the conversion
- ☐ Consistent with the above requirements, new residents will also be permitted to have pets
- ☐ New Smoke and Carbon Monoxide detectors must not be tampered with!
- ☐ Residents should notify management of any peeling paint and any children under 10 years old residing in a unit that may require window guards
- ☐ Dryers are NOT allowed in units

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:

(1) 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.

**16. RE-ENTRY:** If Tenant is evicted by legal action, 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:** Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by the PACT Partner can be used for deliveries.

**19. GARBAGE AND REFUSE:** Garbage and recyclable items 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 of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of

the windows or into any of the halls, elevators, elevator shafts 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 blood, 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 Tenant.

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 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 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.

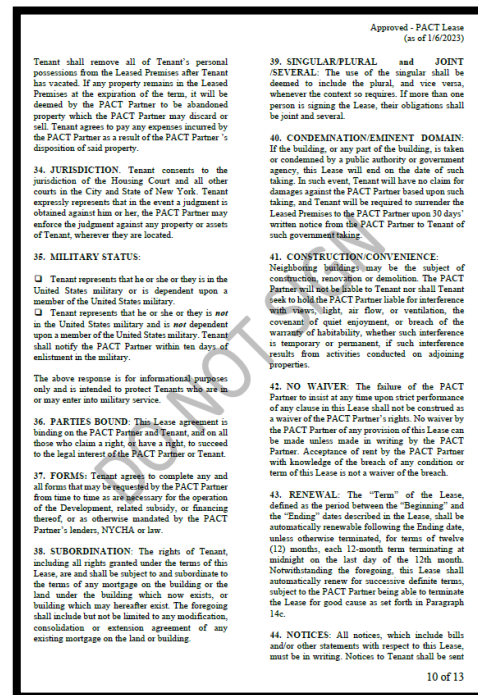


# Lease Review

## PACT LEASE PAGE 10: LEASE DURATION AND INCOME RECERTIFICATION

Page 10 of the PACT lease includes information about the duration of your lease and income recertification.

- ☐ Under the PACT Program, your lease will renew automatically
- ☐ NYCHA Leased Housing Department 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 site office will be available to assist residents with their recertifications



# Lease Review

## PACT LEASE PAGE 12: SMOKING POLICY

Page 12 of the PACT lease includes information about the 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. Metro North will have a 100% Smoke-Free Policy
- ☐ This means smoking (cigarettes, electronic cigarettes, pipes, marijuana, etc.) is prohibited in all units, common areas, and grounds

Approved - PACT Lease  
(as of 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 Premises. 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-5250a (check here if applicable);
- i. Tenancy Addendum - Section 8 Tenant Based Voucher Program HUD-5260a (check here if applicable);
- j. Rental Calculation Election Form (check here if applicable);
- k. Indoor Air Quality Hazard Form; and
- l. 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 shall prevail. Any other terms in the Lease 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 of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease 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 conveying 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, agent 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 Electronic Signatures in 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 parties hereby waive any objection to the contrary.
- 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,

12 of 13

# Lease Review

## RECAP OF HOUSE RULES AT METRO NORTH PLAZA

- ❑ House Rules are a written list of property rules that you will receive with your PACT lease during your lease signing appointment
- ❑ The House Rules for Metro North were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the Metro North 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.**

# Wavecrest Contact Information

We are in the process of locating a space on site to use as our temporary management office.

In the meantime, you may contact us by telephone: (718)475-4210

**OR**

Send us an email:

[MetroNorth@twmt.net](mailto:MetroNorth@twmt.net)

We look forward to answering any questions or concerns you may have about the PACT conversion!

**Please Note:** *current property management and repair issues should be directed to NYCHA until the conversion.*

# Upcoming Meeting Information

- ❑ Next PACT Meeting
  - ❑ May 1<sup>st</sup>
  - ❑ Agenda
    - ❑ Final Design Plans

# PACT Partner Contact Information

## MNP/W P A C T

For information about MNP/W PACT 10 and upcoming meetings, visit our website or contact us below:

**Website:** [MNPWhitePACT.tcbinc.org](http://MNPWhitePACT.tcbinc.org)  
**Email:** [MNPWhitePACT@tcbinc.org](mailto:MNPWhitePACT@tcbinc.org)  
**Phone:** (718) 475-4210

Wavecrest Contact Information:

**Email:** [MetroNorth@twmt.net](mailto:MetroNorth@twmt.net)  
**Phone:** (718) 475-4210

To learn more about the PACT program, your rights and protections, and other PACT projects visit:  
<https://www.nyc.gov/site/nycha/about/pact.page>



PACT Hotline: 212-306-4036  
**Email:** [PACT@NYCHA.NYC.GOV](mailto:PACT@NYCHA.NYC.GOV)  
**Website:** <http://on.nyc.gov/nycha-pact>

Contact PACT Resources with questions about:

- The Permanent Affordability Commitment Together (PACT) Program
- Project-Based Section 8
- How rent will be calculated
- Resident rights and protections

*Please note: Day-to-day management and repair issues should be directed to NYCHA until conversion.*

**Customer Contact Center (CCC): 718-707-7771**

# Frequently Asked Questions

## ➤ **Do residents have to qualify/recertify for Section 8?**

Under the PACT program all current residents on a lease automatically qualify for Project Based Section 8.

## ➤ **During the renovation, where will the tenants go?**

It is anticipated that during most of the renovation tenants will remain in their apartments. Hospitality suites will be provided as a respite during working hours. Some work may require coordinated and paid for temporary moves to an on-site or nearby apartment which will be coordinated by the MNP/W PACT team.

## ➤ **When will Wavecrest take over as manager?**

The MNP/W PACT team, including Wavecrest, will begin to operate the building at property conversion which is currently anticipated for summer 2024. NYCHA property management will continue to service the property until that time.

## ➤ **Following renovation, how will the property be secured?**

The renovation will include new front doors with access control and new security cameras and lighting inside and outside the building. The property will have an on-site manager and super.

# Questions and Answers

