LEASE SIGNING & MANAGEMENT TRANSITION

May 30, 2023

UNION AVENUE CONSOLIDATED PACT PARTNERS



THE ARKER COMPANIES



PACT

PLANNING

FOR



Omni New York LLC

HEPAC1



1. PACT Overview

- 2. Lease Intro & Overview
- 3. Lease Signing Process
- 4. New Property Management Info
- 5. Next Steps
- 6. Q&A



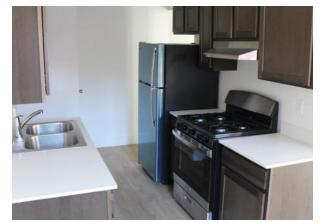
WHAT IS PACT?

NYCHA needs \$40 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 converted 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 Weeksville Gardens



Repaired roof and solar panel system at Berry St Houses



Site improvements at Warren St Houses



Renovated building entrance at Warren Street

HOW PACT WORKS

PACT depends on partnerships with private and non-profit development partners, who are selected based on resident input.

> Property management partners are responsible for the day-today operation and upkeep of the buildings and grounds.



PACT RESIDENT PROTECTIONS

- Rent will be 30% of your household's 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 **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.

AVAILABLE NYCHA RESOURCES FOR RESIDENTS

PACT

Phone: 212-306-4036

Email: PACT@NYCHA.NYC.GOV

Web: 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

Customer Contact Center (CCC)

Phone: 718-707-7771

Contact CCC with questions about:

- Regarding emergency repairs in your apartment or in a public space
- Concerning heat and hot water issues
- To schedule general apartment repair appointments
- For information about housing applications offices

DEVELOPMENT TEAM MEMBER



Real estate firm focusing exclusively on affordable housing Nearly 9,800 units1,587 units in theowned and managedBronx9,563 units in NYC,

21 properties containing more than 4,300 Project-Based Section 8 units







DEVELOPMENT TEAM MEMBER



Developer focused on **renovating and preserving affordable housing** Over 17,500 units affordable units owned and operated since 2004

9,545 affordable units in NYC, including 4,405 in the Bronx Nearly 12,000 units with rental subsidies







DEVELOPMENT TEAM MEMBER



Minority- and Woman-Owned Business with over 15 years of experience in real estate investment and development Over 4,623 units acquired and/or under development, including 2,625 RAD units

Focused on creating dynamic and affordable housing opportunities in New York City Experience with RAD conversions including Brooklyn Bundle II with Omni and Arker







INTRODUCTIONS TO LEASE SIGNING

Every household must sign a new lease. This is a critical part of the PACT conversion.

UAC residents will transition from Section 9 (Public Housing) to Section 8 Project Based Voucher. Households will pay 30% of income on rent.

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.
- For tenants, signing a lease protects your rights.

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

PACT LEASE INFORMATION

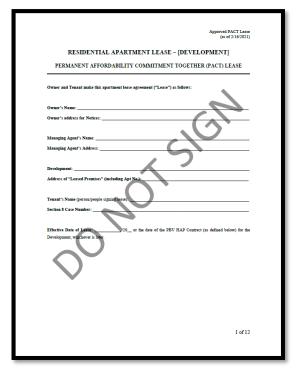
Residents must sign the PACT lease before their development converts to the Project-Based Section 8 program through PACT.

- The PACT lease was developed by NYCHA and has been reviewed by the Legal Aid Society, an independent legal services organization. This lease cannot be changed without NYCHA's approval.
- In coordination with NYCHA, Progressive Management will reach out to residents to schedule a lease signing. By signing this new lease, residents ensure that their apartment will remain affordable to their household and that authorized relatives will have succession rights to the apartment.
- There are riders and notices that residents must sign in addition to the lease. These can be viewed at: <u>on.nyc.gov/nycha-pact</u>. These riders are required by local, state or federal law of all renters in New York City.
- To learn more about resident rights and protections under that PACT program you can visit NYCHA's PACT website: <u>on.nyc.gov/nycha-pact</u>.
- Residents can call the Legal Aid Society at 212-298-3450. This line is dedicated to residents converting through the NYCHA PACT program.

PACT LEASE PG. 1: LEASE EFFECTIVE DATE & HOUSEHOLD INFORMATION

Pg. 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 Summer 2023.

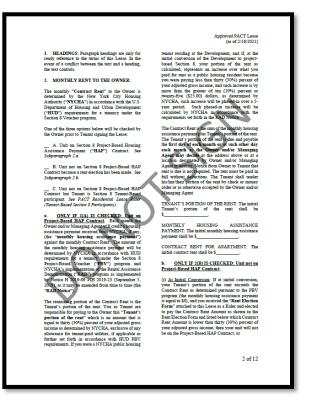


PACT LEASE PG. 2: SECTION 8 AND RESIDENT RENT PORTION

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

- Current UAC 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 Department 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 fiveyear phase-in period.

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



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, this must be processed by NYCHA management.
- Please make sure this information is correct.
- NYCHA's Leased Housing Department will be responsible for processing these requests after the PACT conversion, but we can help you follow up.

	Approved PACT Lease	
	(as of 2/16/2021)	
(ii) After Initial Conversion: If you became a	with the Tenant's obligations in this Lease and with	
Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based	all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents	
HAP because your tenant's portion of the rent	from the Owner the Lessed Premises for the Term	
exceeds the Contract Rent as determined pursuant to	specified above.	
the PBV program (the monthly housing assistance		
payment is equal to \$0 for at least 180 days), then	3. USE AND OCCUPANCY OF LEASED	
you will pay the Contract Rent Amount shown below.	PREMISES:	
below.	a. The Leased Premises shall be the Tenant's	
Owner and Tenant agree that if at any time the	 The Leased Premises shall be the Telant's only residence and except as otherwise permitted 	
Owner or Managing Agent notifies Tenant that they	herein shall be used solely as a residence for the	
are eligible for the PBV program, the Tenant agrees	Tenant and the members of the Tenant's household	
to complete all documentation necessary to apply	(i.e., those members that were authorized members	
for assistance under the PBV program. If the Tenant does not complete the necessary documentation	of the public housing household at the time of conversion or named in the signed application for	
within thirty (30) days of written notification by	Section 8 post conversion) who remain in	
Owner or the Managing Agent, Tenant agrees to pay	continuous occupancy since the inception of the	
the Contract Rent for Apartment as listed below.	tenancy, since birth or adoption, or since	
The Tenant arrest to provide to Opma-	authorization by the Owner and/or Managing Agent and NYCHA. The members of the Tenant's	
The Tenant agrees to provide to Owner and/or Managing Agent annually, no later than sixty (60)	and NYCHA. The members of the Tenant's household as authorized by the Owner and/or	
days from Owner's and/or Managing Agent's	Managing Agent and NYCHA are listed below. The	
written request, a certification of annual income and	Tenant shall obtain the prior written consent of the	
household size along with verification	Managing Agent, or such Managing Agent's	
documentation. In order to verify Tenant's	designee and NYCHA, before allowing any person to reside in the Leased Premises.	
the Owner and/or Managing Agent may require	to reside in the Leased Premises.	
Tenant to provide, and Tenant agrees to deliver.	The Tenant and the members of the Tenant's	
such documentation as would enable the Owner	household listed below shall have the right to	
and/or Managing Agent to verify Tenant's income	exclusive use and occupancy of the Leased Premises:	
under the requirements of the PBV Program, including, without limitation, consecutive paystubs,	Premises:	
completed federal and state income tax returns, and	Name: Relation to Tenant:	
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 rememor repairment as instea ownow.		
The Contract Rent Amount is due and payable the		
first day of each month or at such other day each		
month as the Owner and/or Managing Agent may decide at the address above or at a location		
designated by Owner and/or Managing Agent in	b. The Tenant shall use the Leased Premises as	
writing. Notice from Owner to Tenant that rent is	a residential dwelling for the Tenant and the Tenant's	
due is not required. The rent must be paid in full	household as identified in Paragraph 3a above, or	
without deductions. The Tenant shall tender	subsequently authorized by the Owner and/or	
his/her/their portion of the rent by check or money order or as otherwise accepted by the Owner and/or	Managing Agent and NYCHA, and shall not use the	
Managing Agent.	Leased Premises or permit its use for any other purpose, except that the Tenant and authorized	
	members of the Tenant's household may engage in	
CONTRACT RENT FOR APARTMENT: The	legal profitmaking activities incidental to the primary	
initial contract rent shall be \$	use of the Leased Premises as a residence for Tenant	
c. The Owner, in consideration of the rent	and authorized members of the Tenant's household.	
c. The Owner, in consideration of the rent herein paid and Tenant's undertaking to comply		
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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 Progressive Management upon conversion.
- No changes to utility charges. Any existing air conditioning surcharges will remain the same.

	Approved PACT Lease (as of 2/16/2021)	
	(as of 2/16/2021)	
6. SECURITY DEPOSIT:	9. OWNER'S INABILITY TO PROVIDE	
a. At Initial Conversion: The balance of any	SERVICE: If Owner is unable to provide certain	
security deposit currently held by NYCHA for you shall be transferred to the Owner and you will not be	services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this	
required to pay any additional security, even if you	Lease, including the obligation to pay rent, shall	
transfer to another unit at this Development.	remain in effect, except as otherwise permitted by law.	
<u>After Initial Conversion</u>: If you are a new Tenant, any required security deposit is limited to	10. ACCESS: Owner and/or Managing Agent.	
the lesser of (i) one month of the Tenant's portion of	upon reasonable advance notice to the Tenant, shall	
the rent in the amount of \$ and (ii) the Contract Rent	be permitted to enter the Leased Premises during reasonable hours for the purposes of performing	
	routine inspections and maintenance, making	
c. If required by law, the amount held as the security deposit will be held in an account bearing	improvements or repairs, or for showing the Leased Premises for re-leasing or to prospective	
interest at the banking institution's prevailing rate.	mortgagees. A written statement specifying the	
An annual payment of accrued interest will be made	purpose of Owner's or Managing Agent's entry,	
by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by	delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance	
the banking institution to Owner. Owner may use or	notice. If the Tenant fails to permit such entry to the	
apply all or any part of the deposit as may be required to pay for damage to the Leased Premises	Leased Premises after such notice has been given, the Owner and/or Managing Agent may enter the	
during the term of this Lease. If Tenant carries out	Leased Premises at any time thereafter without	
all of Tenant's obligations under this Lease, and if the Leased Premises is returned to Owner at the	further notification. Owner and/or Managing Agent may enter the Leased Premises at any time without	
expiration of the lease term in the same condition as	nay enter the Leased Premises at any time without	
when rented by Tenant, ordinary wear and tear	cause to believe an emergency exists. Failure by	
excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon,	Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice	
within fourteen (14) days of Tenant vacating. If	after a reasonable number of attempts with a	
Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the	minimum of two attempts in a reasonable stated manner is a breach of a substantial obligation of this	
security deposit from the new Owner or Lessee, and	Lease.	
releases Owner from any claim to the security deposit. Tenant shall not use the security deposit to	11. LIABILITY OF TENANT: Tenant shall pay	
pay the last month's rent of the Lease term. Owner	all sums incurred by Owner in the event Owner is	
may use the security deposit in full or in part, if necessary, as may be permitted by law.	held liable for damages resulting from any act by Tenant	
 SUBLETTING/ASSIGNMENT: Tenant shall 	12. FIRE AND CASUALTY DAMAGE: Tenant	
7. SUBLET FING/ASSIGNMENT: Tenant shall neither assign the Leased Premises in whole or in	is required to advise Owner immediately in the	
part nor sublet the Leased Premises in whole or in	event of fire or other casualty which renders the	
part without the written consent of Owner, nor permit anyone not specifically indicated in this	Leased Premises partially or wholly unfit for occupancy. Owner shall repair the Lease Premises	
Lease to occupy the Leased Premises. A sublet or	as soon as possible subject to any delays due to	
assignment without consent shall constitute a breach of a substantial obligation of this Lease.	adjustment of insurance claims or any cause not under Owner's control. If part of the Leased	
-	Premises is usable, Tenant must pay rent for the	
 SERVICES: The following services and utilities are the responsibility of: 	usable part. If the Leased Premises are damaged and Owner determines that the Leased Premises is	
Owner: D Heat D Hot water D Gas D Electricity	beyond repair, the term of this Lease shall end, and	
Other	Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs	
Tenant: Heat Hot water Gas Electricity Gother	or casualty was caused by 1 enant's actions, the costs of the repairs shall be repaid to Owner by Tenant as added rest	
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	* **	

PACT LEASE PG. 6 & 7: GRIEVANCE PROCESS & NYCHA'S ROLE AT UAC

- Residents can initiate a grievance regarding repairs and maintenance through Progressive Management.
- Progressive Management must notify NYCHA's Leased Housing Department prior to commencing any 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 Department.
- New residents come from a project-based Section 8 site-based wait list administered by NYCHA Leased Housing Department
- If you have questions or disagree with the calculation of your tenant-share portion of rent, you
 can request an informal conference or hearing from NYCHA's Leased Housing Department.

does not comply with any of the obligations of this less, creates a summance, engages in conduct detiminant to the safety of other tenants, inform the same of the obligation of the safety of the safety of the safety of other tenants, inform the safety of the safety of other tenants, inform the safety of the safety of the safety tenants of the safety of the safety tenants of the safety of the safety safety of the safety of the safety tenants of the safety of the safety tenants of the safety of the safety safety of the safety of the safety tenants of the safety of the safety safety of the safety of the safety tenants of the safety of the safety of the safety tenants of the safety of the safety of the safety of the safety tenants of the safety of	Approved PACT Lease (as d'20140021) the public bouing agency as course there to provide an opportunity for an observation of the second second second abservation of the second second second second abservation second second second second second second abservation second second second second second abservation second second second second second second abservation second second second second second abservation second second second second second abservation second second second second second second second abservation second second second second second second abservation second second second second second second abservation second second second second second second second second abservation second second second second second second second
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termination and grievance procedures set forth in made in writing. 11 TEEMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE a. <u>Termination Notification</u> , HUD is incorporating additional termination notification been Housing Art (1975) (as maybe amanded, the been Housing Art (1975) (as maybe amanded and been Housing Art (1975) (as maybe amanded and been Housing Art (1975) (as maybe amanded and been Housing Art (1975) (as maybe amanded and axistinace under RAD made house-RAD PSV units located at the Development. In Addition to the	mity for an informal hearing given in 24 CFR 555(a)(1)(0)-(v), an opportunity for an all hearing must be given to the faunat for any that the Tenant may alive with respect to an action in accordance with the Tenant Lease contract administrator in accordance with or Non-RAD PBV, requirements that ity affect the Tenant rights, obligations,
a. <u>Termination Notification</u> , HUD is incerportating additional termination notification requirements to comply with section 6 of the United States Housing Arctof 1937 (as may be amended, the "Arch" for public housing projects that convert assistance under RAD and to non-RAD PSV units located at the Development. In addition to the	contract administrator in accordance with or Non-RAD PBV requirements that dy affect the Tenant's rights, obligations,
requirements to comply with section 6 of the United welfare States Housing Act of 1937 (as may be amended, 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	
located at the Development. In addition to the	For any hearing required under 24 CFR § 82.555(a)(1)(i)-(v) (which relates to subsidy
termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written notice of	assistance under Section 8), NYCHA, as the contract administrator, will perform the bearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR
i. A reasonable period of time, but not to	5982.555(e)(4)(i). For any additional hearings for Tenant to
· If the health or safety of other tenants,	grieve Owner actions that adversely affect Tenant's rights, obligations, welfare or status ander his/her/their Lease, the Owner will perform the hearing.
Premises is threatened; or for ch - In the event of any drug-related or violent residen	i. An informal hearing will not be required ass grievances or for disputes between ts not involving the Owner or contract
ii. Not less than 14 days in the case of or negroups groups groups	strator. This hearing requirement shall not o and is not intended as a forum for initiating otiating policy changes between a group or of Tenants and the Owner or NYCHA as the t administrator.
shorter period of time, such shorter period shall their a outline	iii. The Owner gives the Tenant notice of bility to request an informal hearing as d in 24 CFR § 982.555(c)(1) for informal when will address elements when the fell
	s that will address circumstances that fall of the scope of 24 CFR § 982.555(a)(1)(i)-
and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply an info with the requirements of section 6 of the Act.	iv. The Owner must provide opportunity for rmal hearing before an eviction.
	<u>Good Cause</u> . Owner cannot terminate this or refuse to renew this Lease except for good
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PACT LEASE PG. 8: RESIDENT RESPONSIBILITIES

- Residents may discard garbage only in designated areas.
- Pets are not permitted on the property without the express written consent of Management. If Tenant has a pet legally registered with NYCHA as of the date the Lease is signed, Tenant shall be permitted to keep such pet on the premises. Dogs may not weigh more than 25 pounds when full grown. Aggressive breeds are not permitted.
- 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.

18. COMMON AREAS: Tenant shall not place	bringing it into the Leased Premises, and
baby carriages, bicycles or any other property in or	documentation setting forth the need for an
on fire escapes, roofs, side-walks, entrances,	assistance animal may be required.
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	 In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion
building. Only those elevators and passageways	of the building unless carried or on a leash. Failure
designated by Owner can be used for deliveries.	to comply with this provision shall be grounds for
	termination of the tenancy and Lease.
19. GARBAGE AND REFUSE: Garbage and	
recyclable items must be brought to the basement or other area designated by Owner in such a manner	21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased
that Owner may direct. Carpets, rugs, or other	Premises being rented has smoke and carbon
articles shall not be hung or shaken out of any	monoxide alarm(s) in proper working order as
window or balcony of the building. Tenant shall not	required by law.
sweep or throw or permit to be swept or thrown any	
dirt, garbage or other substances out of the windows	22. WINDOW GUARDS: Tenant hereby agrees
or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any	to notify Owner if any child who is ten years of age or under occupies the Leased Premises. Tenant shall
articles of refuse outside the Leased Premises or	not install any gate or guard on any window without
outside the building except in safe containers and	written permission of the Owner or remove any
only at places designated by Owner. Tenant shall be	window guard installed by Owner. Tenant shall be
liable to Owner for any violations issued to Owner	liable to Owner for any violations issued to Owner
as a result of Tenant's failure to properly recycle or other violation of law.	as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or
other violation of law.	guard on any window in violation of law.
20. PETS:	pand on my white in the second of my.
	23. PEELING PAINT: Tenant hereby agrees to
a. Owner shall have a pet policy that (i) at a	notify Owner of any paint within the Leased
minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA	Premises that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair
for its residents, namely registration of one dog or	such conditions and to notify Owner if a child under
cat under (25) twenty-five pounds with (either full	six years of age occupies the Leased Premises.
breed or mixed breed) Doberman Pinscher, Pit Bull	
and Rottweiler specifically prohibited and	24. FACILITIES: Storeroom, roof access, laundry
reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish and small	facilities in the building or television master antenna
caged onus (paraceers, canales), insu and small caged animals (hamsters, gerbils, guinea pigs), and	may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at
(ii) does not charge pet fees in excess of any pet fees	any time and shall not be liable for any damage.
charged by NYCHA for its residents. All pets must	injury or loss from the use or discontinuance of these
be maintained in accordance with the NYC Health	facilities.
Code and the House Rules. Owner does not waive the right to deny or object to any other pet belonging	25. ALTERATIONS/CARPETING/
to Tenant or any other Tenant.	INSTALLATIONS: Tenant may not paste or nail
	any carpet, tile or linoleum to the floors. Tenant
b. If Tenant has a dog or cat legally registered	shall not apply wallpaper or other wall covering to
with NYCHA or reasonable quantities of other pets	the walls or ceilings. When Tenant vacates the
such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as	Leased Premises, it shall be left painted in the same color as when rented. Tenant shall not install a
hamsters, gerbils, guinea pigs) as of the date of the	color as when remed. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air
conversion of the Development, Tenant shall be	conditioner, refrigerator, sink, garbage disposal,
permitted to keep such dog or cat or other animals	kitchen cabinets, stove, other mechanical equipment
on the premises.	or an external antenna in an apartment or make any
c. Assistance Animals; An assistance animal	other changes, alterations or improvements without the written consent of Owner.
Assistance Animals: An assistance animal must be registered with Managing Agent before	the written consent of Owner.
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PACT LEASE PG. 10: LEASE DURATION & INCOME RECERTIFICATION

Pg. 10 of the PACT lease includes information about the duration of your lease and 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 Department.
- 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 management offices are available to assist residents with recertifications.

	(as of 2/16/2021
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	subject to the Owner being able to terminate th Lease for good cause as set forth in Paragraph 14c
the terms of any mortgage on the building or the	44. NOTICES: All notices, which include bill
land under the building which now exists, or	and/or other statements with respect to this Lease
building which may hereafter exist. The foregoing	must be in writing. Notices to Tenant shall be ser
shall include but not be limited to any modification, consolidation or extension agreement of any	to Tenant at the Leased Premises by regular mai except that any notice alleging failure to compl
existing mortgage on the land or building.	with any terms of this Lease shall be sent b
	certified mail. Notices to the Owner shall be sent t
39. SINGULAR/PLURAL and JOINT	Owner by certified mail to the address on this Lease
/SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa,	or to such other address as Owner shall advis- Tenant in writing. Notices will be considered
whenever the context so requires. If more than one	delivered five (5) consecutive days from the date
person is signing the Lease, their obligations shall	mailed.
be joint and several.	
40. CONDEMNATION/EMINENT DOMAIN:	45. THIS LEASED PREMISES IS NOT SUBJECT TO RENT STABILIZATION: It i
40. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken	expressly understood that the Leased Premise
or condemned by a public authority or government	which is the subject of this Lease is not subject to
agency, this Lease will end on the date of such	the Rent Stabilization Law.
taking. In such event, Tenant will have no claim for demands amint Opport based upon such taking and	IS NOT THE ACADIST NOT THE
damages against Owner based upon such taking, and Tenant will be required to surrender the Leased	46. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):
Premises to Owner upon 30 days' written notice	TROTISIONAL TANA).
from Owner to Tenant of such government taking.	a. An incident or incidents of actual o
41. CONSTRUCTION/CONVENIENCE:	threatened domestic violence, dating violence
41. CONSTRUCTION/CONVENIENCE; Neighboring buildings may be the subject of	serual assault, or stalking will not be construed as serious or repeated violation of the Lease by the
construction, renovation or demolition. Owner will	victim or threatened victim of that violence, and wil
not be liable to Tenant nor shall Tenant seek to hold	not be good cause for terminating the assistance
Owner liable for interference with views, light, air	tenancy, or occupancy rights of the victim of such
flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability,	violence.
whether such interference is temporary or	b. Criminal activity directly relating to abuse
permanent, if such interference results from	engaged in by a member of the Tenant's household
activities conducted on adjoining properties.	or any guest or other person under the Tenant'
42. NO WAIVER: The failure of Owner to insist	control, shall not be cause for termination o assistance, tenancy, or occupancy rights if the
at any time upon strict performance of any clause in	Tenant or an immediate member of the Tenant'
this Lease shall not be construed as a waiver of	family is the victim or threatened victim of domesti
Owner's rights. No warver by Owner of any	violence, dating violence, sexual assault, or stalking
provision of this Lease can be made unless made in writing by Owner. Acceptance of rent by Owner	. Manufalan dina ana analatian
with knowledge of the breach of any condition or	 Notwithstanding any restrictions or admission, occupancy or terminations of occupancy
term of this Lease is not a waiver of the breach.	or assistance, or any Federal, State or local law to
•	the contrary, the Owner and/or Managing Agen
 RENEWAL: The "Term" of the Lease, defined as the sector of the lease. 	may "bifurcate" a lease, or otherwise remove :
defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be	household member from a lease, without regard to whether a household member is a signatory to the
automatically renewable following the Ending date,	lease, in order to evict, remove, terminat
unless otherwise terminated, for terms of twelve	occupancy rights, or terminate assistance to any
(12) months, each 12-month term terminating at	individual who is the Tenant or lawful occupant an
midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall	who engages in criminal acts of physical violence against family members or others. This action may
automatically renew for successive definite terms,	be taken without evicting, removing, terminating
- /	10 of 12
	10011

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. UAC will have a 100% Smoke-Free Policy.
- This means smoking (cigarettes, electronic cigarettes, pipes, marijuana, etc.) is prohibited in all units, common areas, and grounds.

	Approved PACT Lease
	(as of 2/16/2021)
the applicable provision of law shall be deemed substituted, and all other provisions of this Lease	53. ELECTRONIC SIGNATURE.
shall remain in full force and effect.	 Any electronic signature shall have the same legal validity and enforceability as a manually
51. SPRINKLER SYSTEM. The Leased Premises do not have a maintained and operative	executed signature to the fullest extent permitted by applicable law, including the Federal Electronic
sprinkler system unless indicated below:	Signatures in Global and National Commerce Act, the New York State Electronic Signatures and
The Leased Premises have a maintained and	Records Act, or any similar state law based on the
operative sprinkler system. The last date of maintenance and inspection was:	Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.
/	b. The Owner, Managing Agent and Tenant
52. SMOKING POLICY. The Owner has a Smoking Policy attached hereto as a Rider.	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
The Owner's adoption of the requirements in this paragraph 52 does not make the Owner a guarantor	original signature. Without limitation, "electronic
of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas if any.	signature" shall include faxed versions of an original signature or electronic signature or electronically
The Owner specifically disclaims any implied or express warranties that the Development will have	scanned and transmitted versions (e.g., via pdf) of an original signature or electronic signature.
higher or improved air quality or will be free from secondhand smoke.	an original signature of electronic signature.
If any part of this Lease is the remaining provisions of the Lease will	
Owner/Agent (on behalf of Owner) Date	Tenant Date
6	Tenant Date
0012	Tennant Date
LEASE AND RIDE!	R TRANSLATION
ranslation of this lease and riders are available a roviding the translation for your information onl he lease and riders. Translations to be made available in Spanish, Rus	R TRANSLATION 1 [intert appropriate location]. ¹ Owner is y. Please sign the English language version of sian, simplified Chinese, traditional Chinese, and
ranslation of this lease and riders are available a roviding the translation for your information onl he lease and riders.	R TRANSLATION 1 [intert appropriate location]. ¹ Owner is y. Please sign the English language version of sian, simplified Chinese, traditional Chinese, and

LEASE RECAP

- Current UAC residents who are on the household composition will automatically qualify for project-based 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.
- Utility & air-conditioning surcharges will remain the same.
- New residents to UAC will be selected from the development's Project Based Section 8 waiting list administered by NYCHA's Section 8 Leased Housing Department.
- Grievance processes will remain in place.

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

LEASE SIGNING PROCESS

Notices are being distributed to residents with the date, time and location to come sign the new lease.

All household members currently on the lease must be present to sign the new lease.

To sign, all household members must bring photo ID and documentation noted on the following slide.

Each household will receive a signed copy of their new lease.

DOCUMENTS REQUIRED AT LEASE SIGNING

Family Profile Documents (required for all family members)		
Birth Certificate	In lieu of a birth certificate, we will accept a valid passport and driver's license	
Social Security card	in lieu of a SSN Card, we could accept an identification card issued by a federal, state or local gov't agency; benefits award letter, life insurance policy	
Immigration Documents	if available for tenant's case	
Marriage Licenses	if available for tenant's case	
Guardianship Agreements	if available for tenant's case	

Documents from PH file		
Tenant Date Summary (form 040.062)	Lists all authorized household members (if available)	
Interview Record (form 040.006)	lists all transactions.	
Most Recent Executed PH Lease Agreement (form 040.507)		
Lead Based Paint Disclosure (form 060.275)		
Last Occupancy Affidavit for Annual Review (form 040.279) Must have even if from 2 years ago		
Verification of Citizenship Status (form 070.163)		

Project Based Forms and Lease		
Statement of Family Responsibilities	Only HOH and Spouse can sign this form. Form cannot be altered.	
Tenancy Addendum Section 8 Project-Based Voucher Program	Only HOH and Spouse can sign this form. Form cannot be altered.	
Executed Lease		

PROPERTY MANAGEMENT OFFICES

Management office:

• 881 Rev James A Polite Ave

The following new management offices will be renovated as part of the rehab. We will update residents once the offices are open.

- 950 Union Avenue
- 1325 Franklin Avenue
- 905 Eagle Avenue

Seven units will be taken offline to be used as super's units.

Progressive Management's office hours will mirror current NYCHA office hours.

Contact number 9am-5pm weekdays:

516-879-3001

Contact number nights & weekends:

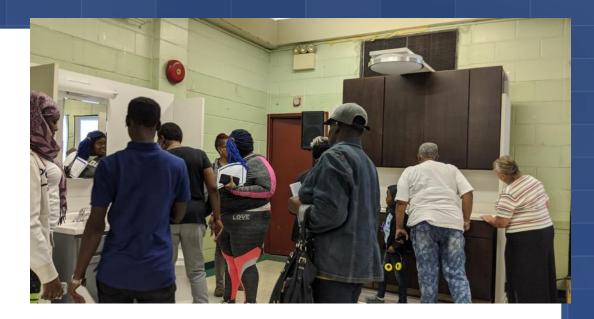
1-866-246-0377

Email: uac@progressivemgmt.net



FUTURE MEETING TOPICS

JULY Section 8 & Social Services Meeting





TIMELINE

MAY – JULY	JUNE	JULY	SUMMER 2023
LEASE SIGNING	FINANCING PLAN SUBMISSION	SECTION 8 MEETING	CONVERSION & REHAB BEGINS



• Sign Lease

- Visit Mock-Up units
- Reach out to Legal Aid or NYCHA with questions or concerns on lease



unionaveconsolidated.com

EMAIL:

PACTPartners@unionaveconsolidated.com

PHONE: 917-608-0092

PACT PARTNERS ON-SITE OFFICE:

905 Eagle Avenue, Bronx, NY 10456 9 AM – 5 PM (M-F)