



LEASE SIGNING & MANAGEMENT TRANSITION

May 30, 2023

UNION AVENUE CONSOLIDATED PACT PARTNERS

UAC PACT PARTNERS

PLANNING FOR PACT



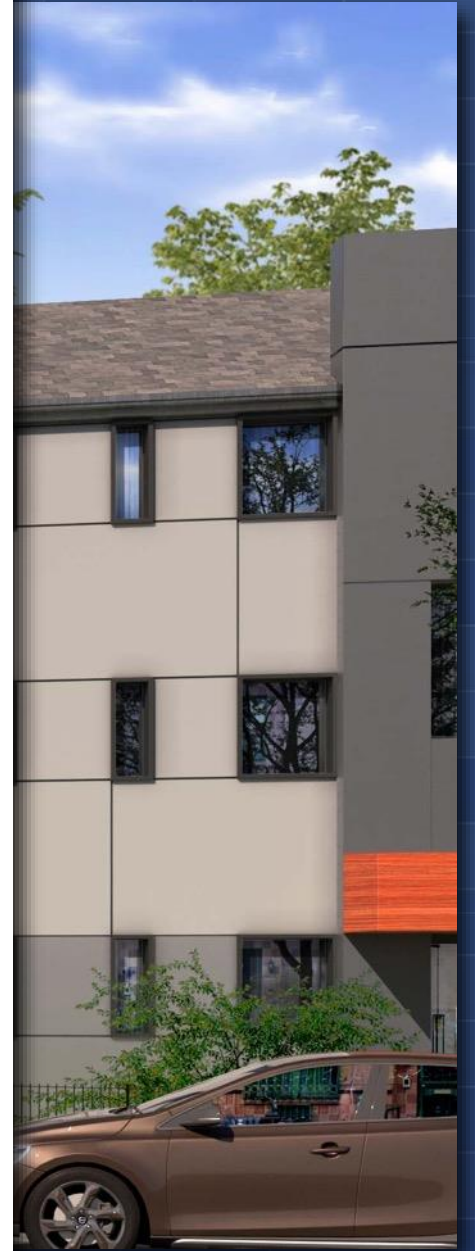

Omni New York LLC

 THE ARKER COMPANIES
REAL ESTATE DEVELOPMENT

 DABAR DEVELOPMENT PARTNERS



- 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



Site improvements at Warren St Houses



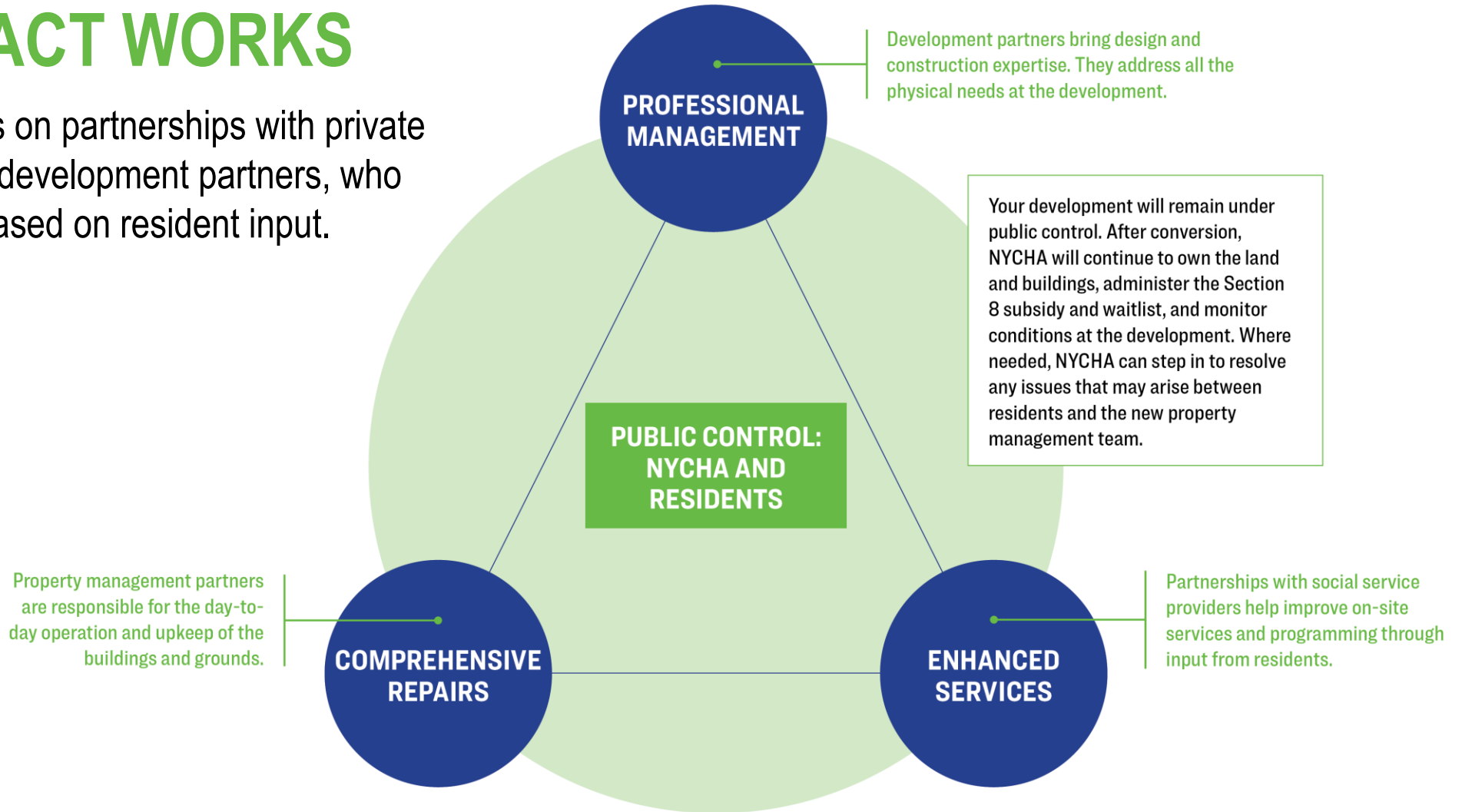
Repaired roof and solar panel system at Berry St Houses



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.



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 units
owned and managed
9,563 units in NYC,

1,587 units in the
Bronx

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



DEVELOPMENT TEAM MEMBER



Omni New York LLC

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: on.nyc.gov/nycha-pact. 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: on.nyc.gov/nycha-pact.
- 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.

Approved PACT Lease
(as of 3/16/2023)

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

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

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

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

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

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

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

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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 five-year 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.

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(as of 2/16/2021)

1. HEADINGS: Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. MONTHLY RENT TO THE OWNER:

The monthly "Contract Rent" to the Owner is determined by the New York City Housing Authority ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the Owner prior to Tenant signing the Lease:

A. Unit on Section 8 Project-Based Housing Assistance Payment ("HAP") Contract. See Subparagraph 2.a.

B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. See Subparagraph 2.b.

C. Unit not on Section 8 Project-Based HAP Contract but Tenant is Section 8 Tenant-Based participant. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

a. ONLY IF (A) IS CHECKED: Unit on Project-Based HAP Contract. Each month, the Owner and/or Managing Agent will credit housing assistance payment received from NYCHA. If any, the "monthly housing assistance payment" against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 PH 2019-23 (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 Owner this "Tenant's portion of the rent" which is an amount that is equal to thirty (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing

tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the first day of each month or at such other day each month as the Owner and/or Managing Agent may decide at the address above or at a location designated by Owner and/or Managing Agent within 30 days from Owner to Tenant that rent is due is not required. The rent must be paid in full without obligation. The Tenant shall tender his/her/his portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

TENANT'S PORTION OF THE RENT: The initial Tenant's portion of the rent shall be \$ _____.

MONTHLY HOUSING ASSISTANCE PAYMENT: The initial monthly housing assistance payment shall be \$ _____.

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

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

(i) At Initial Conversion: If at initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 30), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract, or

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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.

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(as of 2/16/2021)

(d) **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 \$0 for at least 180 days), then you will pay the Contract Rent Amount shown below.

Owner and Tenant agree that if at any time the Owner or Managing Agent notifies Tenant that they are eligible for the PSV program, the Tenant agrees 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 Owner or the Managing Agent, Tenant agrees to pay the Contract Rent for Apartment as listed below.

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

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

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

c. The Owner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents from the Owner the Leased Premises for the Term specified above.

3. USE AND OCCUPANCY OF LEASED PREMISES:

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e. those members of the household who are 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, such as by subletting, or since authorization by the Owner and/or Managing Agent and NYCHA. The members of the Tenant's household authorized by the Owner and/or Managing Agent and NYCHA are listed below. The Tenant shall obtain the prior written consent of the Managing Agent or such Managing Agent's designee and NYCHA, before allowing any person to reside in the Leased Premises.

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

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

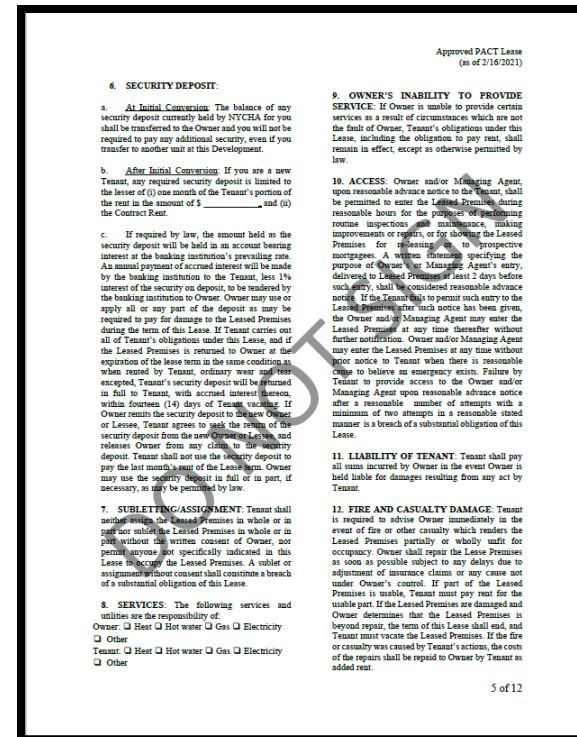
b. The Tenant shall use the Leased Premises as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 3a above, or subsequently authorized by the Owner and/or Managing Agent and NYCHA, and shall not use the Leased Premises or permit its use for any other purpose,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

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PACT LEASE PG. 5: SECURITY DEPOSIT & UTILITIES

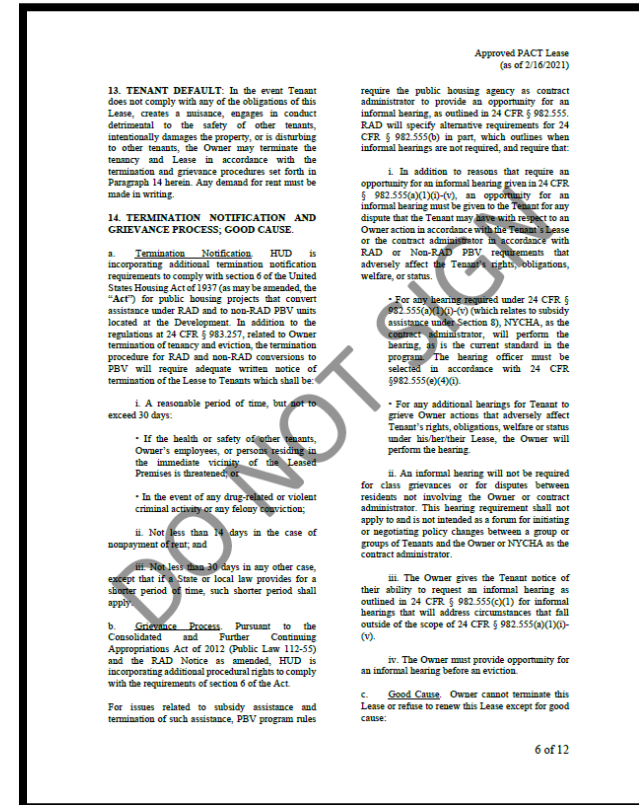
Pg. 5 of the PACT lease includes information about your security deposit and utilities.

- 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.



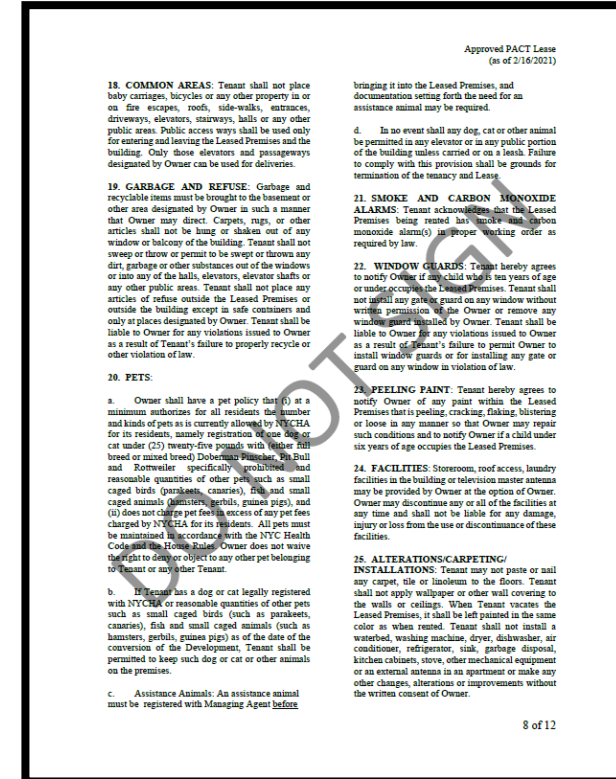
PACT LEASE PG. 6 & 7: GRIEVANCE PROCESS & NYCHA'S ROLE AT UAC

- 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.



PACT LEASE PG. 8: RESIDENT RESPONSIBILITIES

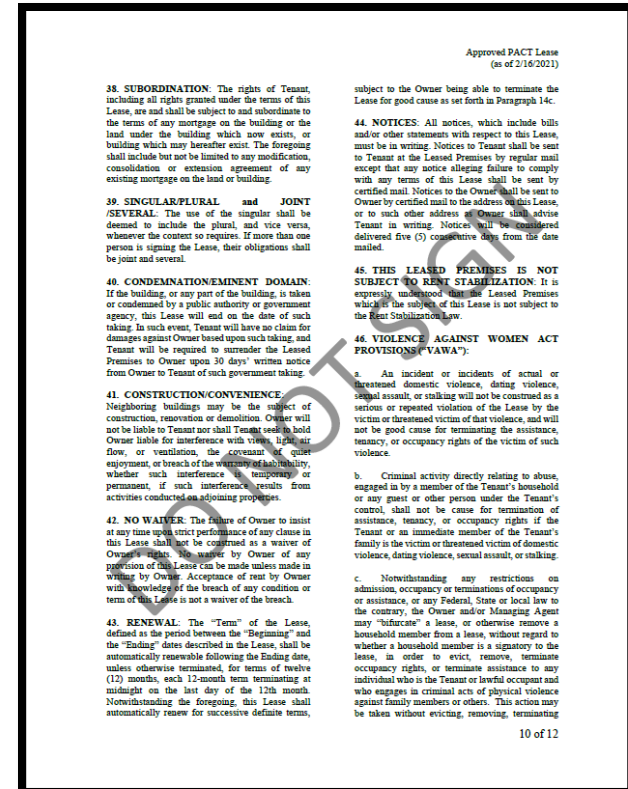
- Residents may discard garbage only in designated areas.
- Pets are not permitted on the property without the express written consent of Management. If Tenant has a pet legally registered with NYCHA as of the date the Lease is signed, Tenant shall be permitted to keep such pet on the premises. Dogs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



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.



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 shall remain in full force and effect.

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

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

52. SMOKING POLICY. The Owner has a Smoking Policy attached hereto as a Rider.

The Owner's adoption of the requirements in this paragraph 52 does not make the Owner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas if any. The Owner specifically disclaims any implied or express warranties that the Development will have higher or improved air quality or will be free from secondhand smoke.

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 Owner, 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, "electronic signature" shall include scanned versions of an original signature or electronic signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature or electronic signature.

If any part of this Lease is determined to be invalid, the remaining provisions of the Lease will remain valid and in full force and effect.

Owner/Agent (on behalf of Owner) Date _____	Tenant _____	Date _____
	Tenant _____	Date _____

LEASE AND RIDER TRANSLATION

Translation of this lease and riders are available at [insert appropriate location].¹ Owner is providing the translation for your information only. Please sign the English language version of the lease and riders.

¹ Translations to be made available in Spanish, Russian, simplified Chinese, traditional Chinese, and any other language necessary based on the needs of the development.

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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

NEXT STEPS

- 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)**