NextGeneration NYCHA
Permanent Affordability Commitment Together (PACT)
Unfunded Units: LLC II/City & State Developments
Rental Assistance Demonstration (RAD)
Sites in Brooklyn
Request for Proposals
RFP# 67930___

Event	Date	Time
Public Advertisement Begins	December 28, 2018	
Pre-Submission Conference	January 11, 2019	10:00 AM
Site Visits	January 14-18, 2019	10:00 AM
Questions Due	January 18, 2019	2:00 PM
Responses to Questions Posted	February 1, 2019	
Proposal Submission Deadline	February 15, 2019	2:00 PM

Bill de Blasio
Mayor

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Deputy Mayor for Housing and Economic Development

NEW YORK CITY HOUSING AUTHORITY
250 Broadway, New York, NY 10007

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Prepared by:

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<u>NEW YORK CITY HOUSING AUTHORITY'S COORDINATOR</u>
The New York City Housing Authority's coordinator ("NYCHA's RFP Coordinator") for all matters concerning this Request for Proposals ("RFP") is:

Meddy Ghabaee
New York City Housing Authority
Procurement Department
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New York, New York 10007
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This RFP is available only online, for free, through NYCHA's Oracle iSupplier system ("**iSupplier**"). Instructions for registering for iSupplier can be found at http://www1.nyc.gov/site/nycha/business/vendors.page.

NYCHA is not responsible for errors, omissions, or any other changes to the Solicitation that occur during download of the RFP from iSupplier.

TABLE OF CONTENTS

EXHIBITS LIST

Exhibit A: 2018 RAD Capital Needs Assessments (rCNAs)
Exhibit B: Site Maps
Exhibit C: Unit Mix
Exhibit D: RAD Contract Rents
Exhibit E: Reasonable Rent
Exhibit F: Underwriting Standards
Exhibit G: Outstanding Balances
Exhibit H: NYCHA Regulatory Agreement
Exhibit I: RAD Use Agreement
Exhibit J: Declaration of Restrictive Covenants and Use Agreement - Section 18 units
Exhibit K: Declaration of Restrictive Covenants and Use Agreement - Unfunded Developments
Exhibit L: Insurance Requirements Guide
Exhibit M: Resident Rights in the RAD Notice
Exhibit N: NYC RAD Roundtable Guiding Principles
Exhibit O: NYCHA Grievance Procedures
Exhibit P: RAD Resident Lease
Exhibit Q: PACT LLC II Resident Leases
Exhibit R: Existing Providers
Exhibit S: Sample Existing Service Contract
Exhibit T: Applicant Forms

I. INTRODUCTION

A. NextGeneration NYCHA – Permanent Affordability Commitment Together ("PACT")

In December 2018, the Mayor's Office and the New York City Housing Authority ("NYCHA" or the "Authority") released *NYCHA 2.0*, a comprehensive plan to preserve public housing. This 10-year plan will bring $24 billion in vital repairs to New York City's aging public housing and ensure residents have the safe, decent, and affordable homes they deserve. *NYCHA 2.0* builds on and expands upon NYCHA's 2015 strategic plan, *NextGeneration NYCHA*.

An important strategy outlined in the *NYCHA 2*.0 and *NextGeneration NYCHA* plans is to leverage programs of the U.S. Department of Housing and Urban Development ("HUD") to preserve existing public housing stock via NYCHA's preservation initiative called "PACT" – Permanent Affordability Commitment Together. Under PACT, NYCHA seeks to identify resources and opportunities to make major improvements to its public housing developments while preserving long-term affordability and maintaining strong resident rights in line with public housing protections. PACT includes portfolios under the federal Rental Assistance Demonstration ("RAD") and NYCHA's "Unfunded Units" (also known as "LLC II" and "City & State Developments"). At its core, PACT is a partnership between the Authority, NYCHA residents, development teams, and community and housing advocates to achieve the following goals:

1. Increase HUD subsidy and open up new financing options for critically-needed repairs by adding units to a Section 8 voucher platform;
2. Address the 20-year capital needs of a development; and
3. Provide streamlined property management and access to social services and community amenities.

RAD is an innovative HUD tool to preserve public housing and address capital needs. Under RAD, public housing authorities like NYCHA convert the funding source that supports a development from public housing subsidy (Section 9) to the Section 8 voucher program. This conversion puts the development on a more solid financial footing because Congress typically funds Section 8 at a higher percentage of need than Section 9. Furthermore, switching to Section 8 allows NYCHA to finance major critical repairs with non-governmental funds.

NYCHA's Unfunded Units are a portfolio of eight (8) public housing developments that receive no direct funding. The developments were built and originally funded by New York City and New York State. In 1995, with decreasing City and State funding available, the City & State Developments were added to NYCHA's Annual Contributions Contract ("ACC") with HUD, allowing them to share in the HUD funding that NYCHA receives for its federal public housing developments that were built with HUD funds. However, the City & State Developments remain ineligible for inclusion in HUD's public housing operating and capital fund formulas, and thus do not receive any direct funding from HUD, the State, or the City. Because these sites are not included in the HUD subsidy formulas, they are not eligible to participate in RAD. The developments were also part of a previous mixed finance transaction that will be unwound prior to construction closing.

To address the lack of dedicated funding for the City & State Developments, HUD permitted NYCHA in 2008 to convert households that were willing to switch from public housing to Section 8, along with any vacant units, to the Section 8 voucher program. As such, there are both Project-Based Voucher ("PBV") households and Tenant-Based Voucher ("TBV") households residing in these developments. However, due to low turnover, NYCHA is in the process of seeking approval from HUD to remove the remaining public housing units in the developments from the public housing program and add them to the existing Section 8 PBV Housing Assistance Payment ("HAP") Contracts without waiting for units to become vacant using Part 200 (as defined below). This conversion to Section 8 assistance will stabilize the properties by placing them on a more secure and solid financial footing, facilitate the raising of capital to rehabilitate the properties, streamline property management, and continue or enhance social services provision, thus ensuring their continued use as long-term affordable housing with no displacement of existing residents as a result of the conversion.

B. Request for Proposals

NYCHA is seeking proposals ("Proposals," each a "Proposal") in response to this Request for Proposals (inclusive of all appendices attached hereto, this "RFP") from qualified applicants ("Applicants") for financing, tenant-in-place rehabilitation, property management, and social services delivery to facilitate the conversion of nine (9) public housing developments (each development a "Property," and collectively, the "Properties") from the public housing program under Section 9 of the U.S. Housing Act of 1937, as amended (the "Act") to a voucher platform under Section 8 of the Act pursuant to RAD, the Section 18 disposition process, and 2 CFR Part 200 ("Part 200").

Each Applicant is responsible for forming a Development Team to obtain financing for the transaction, complete the required tenant-in-place rehabilitation, manage the Properties, and deliver social services to residents in compliance with this RFP and the Project's financing requirements. The Properties are considered a single Project as defined below.

Two Properties included in this RFP were previously included in NYCHA RFP #65865. Any Applicant who previously submitted a proposal in response to such RFP need not re-submit items that remain unchanged from their previous proposal.

C. Definitions

All terms, unless defined otherwise in this RFP, are as defined in the RAD Notice. Terms not defined elsewhere are as follows:

Act
The United States Housing Act of 1937, as amended.

Development Team
The professional, technical, and construction entities (e.g. general contractor, architect, engineer, legal counsel, marketing, and managing agents) that will participate in the design, development, construction, marketing, and management of the Project(s), along with the social services provider.

Negotiation Letter
The letter NYCHA will send to the Selected Applicant regarding the commencement of negotiations of the terms of the Project.

Part 200
The method of HUD approval for NYCHA's retention of units in the Unfunded Units portfolio outside of the public housing program, and upon such approval, the terms and conditions of the disposition of such units pursuant to 2 CFR Part 200, PIH Notice 2016-20, found at https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2016-20.pdf, as amended and supplemented, and such other guidance as may be issued by HUD.

Physical Needs Assessment (PNA)
A technical report detailing the twenty (20) year physical needs of a public housing development following a HUD-specified methodology. The 2017 PNAs for the Properties are available at https://www1.nyc.gov/assets/nycha/downloads/pdf/2017%20PNA_Development.pdf.

PILOT Agreement
The agreement between the City of New York (the "City") and NYCHA for payment in lieu of real property taxes on the Properties.

Principal
An individual, partnership, limited liability company, limited liability partnership, corporation, or other not-for-profit or for-profit entity that will act as the general partner, officer, manager, and/or managing member of the Applicant, or any entity, known limited partner, shareholder, or other member that has at least a 10% ownership interest in the Applicant.

Project
The financing, tenant-in-place rehabilitation, property management, and social services delivery in relation to the conversion of units at the Properties from administration pursuant to Section 9 of the Act to Section 8 of the Act (as may be administered through a combination of RAD or otherwise).

Properties
NYCHA public housing and LLC II developments comprising the Project for the purposes of this RFP.

Proposed Rehabilitation Scope of Work
The Applicant's proposal to physically upgrade the Properties, which must, at a minimum, address the 20-year capital needs of the Properties as determined by the RAD Capital Needs Assessment (rCNA), as available, portions of which are attached hereto as Exhibit A. Applicants should use the data provided in the 2017 PNAs to inform their Proposals as to remaining useful life of major building components. The final scope of work must also address all capital needs as identified in an Integrated Physical Needs Assessment (IPNA), which may be a financing requirement.

Rental Assistance Demonstration (RAD)
The HUD Rental Assistance Demonstration program authorized by and administered pursuant to

P.L. 112-55, the RAD Notice (as defined below), and such other notices and guidance issued by HUD in relation thereto, all as may be amended or superseded from time to time.

RAD Capital Needs Assessment (rCNA)
As required under the RAD Notice, a detailed physical inspection of a property to determine critical repair needs, short- and long-term rehabilitation needs, market comparable improvements, energy efficiency, unmet physical accessibility requirements, and environmental concerns, including lead-based paint. Critical repairs are work that, in HUD's determination, address imminent health and safety threats to residents and must be completed before resident can occupy or continue to occupy the affected units.

RAD Fair Housing and Relocation Notice
HUD Notice H 2016-17, PIH 2016-17 (HA), Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions, found at http://www.radresource.net/sources/public/RAD%20Relocation%20Notice_11.10.16.pdf.

RAD Notice
HUD Notice PIH-2012-32 (HA) H-2017-03, REV-3, Rental Assistance Demonstration – Final Implementation, Revision 3, found at https://www.hud.gov/sites/documents/17-03HSGN.PDF and as amended by HUD Notice PIH-2018-11, H-2018-05, found at https://www.hud.gov/sites/dfiles/Housing/documents/RAD_Supplemental_Notice_7-2018.pdf.

Section 18
Section 18 of the Act allows for the demolition and disposition of public housing property. HUD has promulgated regulations in 24 C.F.R. Part 970 detailing the administrative steps required for its approval of any demolition or disposition activity affecting covered public housing properties. The Section 18 regulations may be found at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/24cfr970.pdf. Section 18 is also administered pursuant to additional HUD guidance including, but not limited to, PIH Notice 2018-04, found at https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-04-Demo-Dispo-Notice-12-14-18.pdf.

Selected Applicant
Selected Applicant is an Applicant who is selected under this RFP to enter into negotiations with NYCHA to undertake the Project.

D. Project Summary

This RFP covers nine (9) Properties grouped into one Project with 2,625 units. NYCHA contemplates completing the conversion to Section 8 under the Act using RAD, Section 18, and Part 200.

In that funding levels for the units converting under RAD are frozen at the existing Section 9 operating and capital subsidy levels, this often results in very low Section 8 rents that do not produce sufficient net operating income to financially sustain the developments. These low rent levels, along with the high-priced housing market in New York City, highest-in-the-nation construction costs, extremely high capital needs in the developments, and high operating costs (even after accounting for the operational savings possible upon RAD restructuring), must be offset to create a financeable transaction. Thus, the Project includes a combination of units converting to project-based voucher assistance under RAD and Section 18 (the "RAD Developments") and under Part 200 (the "Unfunded Developments"). There are seven (7) RAD Developments and two (2) Unfunded Developments that comprise the Project.

The use of Section 18 as a parallel disposition process and revenue-generating tool is necessary for the effective conversion of assistance under RAD, consistent with the requirements of the initiative at the federal level, including no incremental increase in public housing funds, assembly of financing sufficient to address immediate and long-term capital needs, and sustainable operation of the Properties as affordable housing in the long-term. On March 22, 2018, HUD issued Notice PIH 2018-04 (HA), which allows the Authority to convert at least 75% of the public housing units within the RAD Developments under RAD by meeting certain requirements as outlined in Section 3.A.3.c. of the Notice, and to request HUD approval to convey the remaining 25% of public housing units under Section 18 and apply for Tenant Protection Voucher ("TPV") funding for those remaining units, which NYCHA will immediately project-base. This approach is more favorable to the Authority than completing a pure RAD conversion due to the higher contract rents allowed for units funded by TPVs. Rent levels for these units are underwritten based on the traditional project-based Section 8 formula, or up to 110% of Fair Market Rent ("FMR"), subject to rent reasonableness. As such, the units generate the additional income necessary for the Project to support debt financing sufficient to address capital needs and financially stabilize the Project as a whole. When applying this structure, rehabilitation costs for the Section 18 units must be at least 60% of the HUD-published Housing Construction Costs, found at https://www.hud.gov/sites/dfiles/PIH/documents/TDC.pdf.

The Unfunded Developments further increase the financial feasibility of the Project because rent levels for existing TBV units are underwritten up to 105% of FMR, subject to rent reasonableness, and PBV units, whether existing or due to be converted, are underwritten up to 110% of FMR, subject to rent reasonableness. The 2019 FMRs are available at https://www.huduser.gov/portal/datasets/fmr.html.

While it is not currently contemplated that the composition of the Project will change, HUD may require, and NYCHA may pursue, a recalculation of rent levels in order to meet HUD requirements and maintain the financial strength and long-term stability of each Property in the Project.

All units in the developments identified as the RAD Developments below will undergo a RAD Component 1 Project-Based Voucher (PBV) conversion conforming to the requirements of the RAD Notice, with up to 25% of the units converting to PBV pursuant to Section 18 in conformance with PIH Notice 2018-04, and conveyance via a long-term lease.

The Unfunded Developments identified below will be retained by NYCHA outside of the public housing program, converted to project-based Section 8, and conveyed under Part 200 via long-term lease.

The Project is comprised of the following Properties:

RAD Developments

1. Armstrong I*
2. Armstrong II
3. Weeksville Gardens
4. Berry Street-South 9th Street
5. Marcy Avenue-Greene Avenue Site A
6. Marcy Avenue-Greene Avenue Site B
7. 572 Warren Street

** Partially senior development (one or more buildings is exclusively for seniors)*

Unfunded Developments

1. Independence Towers
2. Williams Plaza

Please refer to Exhibit B for site maps of each Property. Please refer to Exhibit C for the unit count and mix for each Property.

The New York City Housing Development Corporation ("HDC") will be the primary underwriter and lender for this Project. HDC will coordinate or provide senior, and in some cases, subordinate construction and permanent loan financing funded by, but not limited to, taxable or (non-volume cap) tax-exempt bonds issued through a bond resolution created solely to facilitate transactions. Any HDC subordinate loans shall be funded by City capital, if available.

NYCHA invites Applicants to submit Proposals in accordance with the instructions set forth in "VIII. Submission Requirements" below.

E. Submission Due Date

Each Applicant is required to submit one (1) signed original and one (1) copy of its Proposal. In addition to the paper copies of the Proposal, Applicants shall submit two (2) complete and exact copies of the Proposal on flash drives in Microsoft Office (2010 version or later) or Adobe PDF format. The original signed hard copy must be clearly labeled as such. If there are any differences between the original and any of the copies, the material in the hard copy original will prevail. The Proposal must be submitted to: NYCHA Procurement Department, 90 Church Street, 6th Floor, New York, NY 10007 to the attention of Meddy Ghabaee by hand delivery or by certified mail up to **2:00 PM on Friday, February 15, 2019** (the "Deadline Date").

No Proposals will be accepted after 2:00 PM on the Deadline Date unless the Deadline Date is extended by NYCHA for all Applicants. NYCHA reserves the right to reject any and all of the Proposals received.

F. Pre-Submission Conference and Site Visits

A pre-submission conference will be held on **January 11, 2019 at 10:00 AM** at NYCHA's central offices located at 90 Church Street, 5th Floor Ceremonial Room, New York, NY 10007. All Applicants are encouraged to attend. Those attending must notify Theresa Hunter at Theresa.Hunter@nycha.nyc.gov and Meddy Ghabaee at Meddy.Ghabaee@nycha.nyc.gov by **12:00 PM on January 10, 2019** of their intent to attend.

NYCHA will make the Properties available for site visits by Applicants **on January 14-18, 2019 beginning at 10:00 AM** on the designated days. NYCHA strongly recommends that Applicants attend site visits. Those attending must notify Lovaeta Amoako at Lovaeta.Amoako@nycha.nyc.gov by **12:00 PM on January 7, 2019** of their intent to attend.

All persons wishing to conduct interior building inspections must do so at their own risk. Prior to entering the Properties, all persons must sign a release of liability form that NYCHA staff will provide at the Properties during the scheduled site visit times. By signing the requisite release of liability, the inspecting person agrees to release NYCHA of liability for any harm and/or damage occurring during, or as a result of, the inspection of any or all of the Properties, and agrees to hold NYCHA harmless for such harm and/or damage.

G. Questions

All questions regarding this RFP will be due on **January 18, 2019 at 5:00 PM**. Please submit questions by email to Meddy Ghabaee at Meddy.Ghabaee@nycha.nyc.gov and Jacques Barbot at Jacques.Barbot@nycha.nyc.gov. Responses to questions will be posted on NYCHA's website **on February 1, 2019**.

II. PROJECT LABOR AND EMPLOYMENT PROVISIONS

1. **Davis-Bacon prevailing wage requirements**: The Davis-Bacon prevailing wage requirements (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) will apply to the Work that qualifies as "Development" as set forth in the RAD Notice. Per Section 1.4.A.13 of the RAD Notice, "'Development,' as applied to work subject to Davis-Bacon requirements on Section 8 projects, encompasses work that constitutes remodeling that alters the nature or type of housing units in a PBV or PBRA project, reconstruction, or a substantial improvement in the quality or kind of original equipment and materials, and is initiated within 18 months of the Housing Assistance Payment (HAP) Contract." The Davis-Bacon prevailing wage requirements will not apply to rehabilitation work on the Unfunded Developments since these Properties have existing HAP Contracts.

2. **Wage standard for building service employees**: NYCHA has adopted the wage standard of 80% of prevailing wage for building sevice employees on PACT projects post-closing.

3. **Labor relations**: Proposals from applicants that demonstrate experience in harmonious and successful labor relations and/or a lack of negative labor issues, including in operation/property management, will be scored favorably.

4. **Section 3 of the Housing and Urban Development Act of 1968 (“Section 3”)**: Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD’s policy to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Employment preferences under Section 3 are targeted first to public housing residents and, secondarily, to other low- and very-low income residents residing in the metropolitan area in which the Project is located. Section 3 applies to the Work as identified in the RAD Notice and the rehabilitation work for the Unfunded Developments

5. **Minority, Women, and Small Business Enterprises (“M/W/SBE”)**: NYCHA aims to ensure that all businesses have an equal opportunity to participate in all aspects of NYCHA projects. As such, Applicants are encouraged to take affirmative steps to include M/W/SBEs in their Development Team and such inclusion will be scored favorably.

   The Selected Applicant shall state in all solicitations or advertisements for bids for a general contractor and subcontractors, placed by or on behalf of the Selected Applicant, that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status, or sexual orientation of the owners, partners, management, or stockholders of a business. M/W/SBEs shall be given an equal opportunity by the Selected Applicant to submit Proposals to such Selected Applicant for consideration of general contracting and subcontracting awards in connection with the Project.

6. **Resident Economic Opportunities**: Pursuant to NYCHA’s goal of generating economic opportunities for its residents, Applicants must submit a plan for providing training and employment to NYCHA residents during construction and the long-term operation of the Properties. The Selected Applicant shall collaborate with NYCHA’s Resident Economic Empowerment and Sustainability Department (“REES”) to finalize an agreed upon training and hiring plan that is consistent with applicable HUD hiring policies and NYCHA policies, as stated herein. REES provides training opportunities and manages partnerships with external workforce development and vocational training providers that can serve as a referral source. REES referrals can be included as one source of recruiting qualified NYCHA residents for employment.

   The Selected Applicant shall include a provision in its general contractor and subcontractor bids that requires training and employment opportunities for qualified NYCHA residents consistent with this paragraph. Proposals with a comprehensive training plan and higher numbers of new hires of NYCHA residents and low-income individuals at higher wages will be viewed favorably.

7. **Compliance**. Between the construction closing and construction completion, the Selected Applicant will report all recruitment and hiring activities, compliance with Davis Bacon, and compliance with Section 3 to NYCHA on a quarterly basis. Following the construction

completion, the Selected Applicant will report all recruitment and hiring activities to NYCHA on an annual basis.

8. **NYCHA Staff Redeployment**: The Selected Applicant must ensure that NYCHA property management staff assigned to the Properties prior to conversion is/are provided the opportunity to apply for positions with the new property management company and given a right of first refusal for new positions for which they are qualified. Any staff members who do not wish to remain at the Properties after conversion will be redeployed to other NYCHA public housing developments at construction closing.

III. OWNERSHIP AND CONTROL

NYCHA will convey the Project to a Selected Applicant by a long-term lease agreement for the land and improvements with such terms as approved by NYCHA, HDC, and HUD ("Lease"). NYCHA will participate in the ownership structure and will reserve approval and removal rights. NYCHA will also require separate agreement(s) to govern resident rights and to satisfy certain HUD requirements.

IV. PROJECT FINANCING AND FEES

Proposals may consider any feasible financing. Applicants must propose, and the Selected Applicant will identify and secure, financing for the Project upon terms that incorporate the items below:

1. **Underwriting Standards**: Attached as Exhibit F, please find NYCHA's underwriting standards. All submissions should reflect these standards.

2. **Proposed Financing Structure**: Proposals will be scored first based on minimizing City subsidy and then based on expected return to NYCHA, including paid acquisition, cash flow, and developer fee where applicable. Proposals will be evaluated based on the cost containment, efficiency, and risk of the proposed financing, particularly for competitive financing, and on the Applicant's demonstration in the Proposal of their ability to secure the proposed financing in a timely manner. Proposals must include balanced sources and uses: budgets with financing gaps will not be considered. To the extent sources proposed are not fully committed at the time of submission, the Applicant must accept the risk for securing and/or providing replacement funds if needed. Return to NYCHA may not be used to fill financing gaps.

3. **City Subsidy**: Proposals that minimize the use of City subsidy will be scored favorably.

4. **No Low-Income Housing Tax Credits (LIHTCs)**: Applicants must not propose a financing structure that relies on 4% or 9% LIHTCs.

5. **Rent Levels**
    - The **RAD contract rents** must be underwritten based on the applicable 2018 CHAP Rents as found in Exhibit D.

- The **Section 18 and Unfunded Units contract rents** must be underwritten based on the traditional project-based Section 8 formula and can be underwritten up to 110% of FMR, subject to rent reasonableness, while taking into account that 15% of the units in the Unfunded Developments are currently TBVs and can be underwritten up to 105% of FMR, subject to rent reasonableness Please find the applicable reasonable rent levels in Exhibit E.
- **"Over-Income" Households**: All current households at the Properties will be grandfathered into the Section 8 program and/or remain in their units post-conversion and pay no more than 30% of adjusted gross income as rent.
    - In the RAD Developments, units conveyed via RAD will be added to a RAD Section 8 PBV HAP Contract at construction closing and units conveyed via Section 18 will be added to a non-RAD Section 8 PBV HAP Contract at construction closing or upon compliance with Housing Quality Standards ("HQS"). Applicants may assume that 95% of households in Section 18 units will qualify for Section 8 and those units will receive Section 8 project-based vouchers. For the remaining 5% of Section 18 units where households earn more than 80% of Area Median Income and thus surpass the income eligibility threshold for being "continually assisted," such households will remain in their units and pay 30% of their income towards rent with no ceiling. When the over-income household leaves, the unit will be added to the non-RAD PBV HAP Contract, receive a project-based voucher, and thereafter be rented to an income-qualifying household from the NYCHA Section 8 project-based wait list earning at or below 50% of AMI.
    - In the Unfunded Developments, Applicants may assume that 15% of households will have a TBV at construction closing; rents for these households should be underwritten to 105% of FMR, subject to rent reasonableness. Applicants should also assume that 95% of the remaining 85% of households will income qualify for Section 8 and those units will receive PBVs. For the remaining units in the Unfunded Developments where existing households earn more than 80% of Area Median Income and thus surpass the income eligibility threshold for being "continually assisted," such households will remain in their units and pay the lesser of 30% of their income or the contract rent for the same-sized unit at the Property. When the over-income household leaves, the unit will be added to the regular PBV HAP contract, receive a project-based voucher, and thereafter be rented to an income-qualifying household from the NYCHA Section 8 project-based wait list earning at or below 50% of AMI.

6. Developer Fee:

- If no City subsidy is required to finance the Project, developer fee will be limited to 10% of project costs, excluding acquisition, developer fee, and reserves, per RAD requirements. Other costs related to tasks the developer is providing, such as construction management, financial consultants and other services, shall not exceed an additional 2% of project costs, excluding acquisition, developer fee, and reserves, for total maximum fees of 12%. The structure and timing of release of the developer fee will be subject to lender approval.

- If City subsidy is required to finance the Project, developer fee will be paid in increments based on Project milestones. Up to 50% of the developer fee may be paid during the construction period with the balance payable upon permanent loan conversion.
    - If the Selected Applicant is a for-profit entity, developer fee will be limited to 5% of total development cost less existing debt, developer fee, and reserves. 50% of the cash equity requirement as detailed below must remain in the deal.
    - If the Selected Applicant is a nonprofit entity, developer fee will be limited to 8% of total development costs less existing debt, developer fee, and reserves plus 5% of acquisition. The net developer fee cap is $10,000 per dwelling unit.

7. **Equity**:
    - If no City subsidy is required to finance the Project, developer equity may be required. Past respondents have proposed financing structures that support significant equity contributions to the transaction. Applicants should describe their ability and willingness to contribute equity into the Project. Proposed equity contributions from the Applicant will be scored favorably. In addition, NYCHA may be willing to reduce the amount of cash flow in order to maximize equity contributions from the Applicant.
    - If City subsidy is required to finance the Project, developer equity is required.
        - If the Selected Applicant is a for-profit entity, their equity contribution must be at least 10% of total development costs less existing debt, developer fee, and reserves.
        - If the Selected Applicant is a nonprofit entity, their equity contribution must be 2% of total development costs less existing debt, developer fee, and reserves.

8. **Opportunity Zone Benefits**: All Properties are located in Opportunity Zones. As such, Applicants are required to disclose the value and source of Opportunity Zone equity. Applicants are encouraged to explore heightened equity contributions that result in lower City subsidy and/or budgeted developer fee by taking advantage of the Opportunity Zones legislation. Proposals that waive or defer developer fee because of this value will be evaluated favorably.

9. **Lease Payments**: For a Project that does not contemplate City subsidy, Applicants should propose an upfront lease payment to NYCHA in the amount of at least $1 million. No upfront lease payment will be required for projects with City subsidy.

10. **Lessor Note**: The acquisition price may be divided between an upfront lease payment or cash acquisition payment to NYCHA along with a lessor note. The term of the lessor note shall match the term of the permanent loan.

11. **Return to NYCHA**: Applicants should assume that NYCHA receives 50% of the developer fee, as applicable, and at least 50% of ongoing cash flow. No upfront lease payment or cash

acquisition payment to NYCHA will be required when the Project relies on City subsidy. For a Project that does not contemplate City subsidy, a financial return to NYCHA will be scored favorably. In addition, NYCHA may be willing to negotiate cash flow split to maximize the equity contribution from the developer.

12. **NYCHA Fees and Costs**:
    - **Annual Administrative Fee**: At least $100 per dwelling unit shall be provided to NYCHA for certain property management services to cover the costs of compliance, asset management, and accounting, subject to annual 2% escalations.
    - **Utility Management Fee**: If the Applicant is proposing to have NYCHA pass on its negotiated utility rates, then the Applicant's Proposal must account for a utility management fee equal to 1% of the respective utility costs.
    - **Section 8 Transition Fee**: Applicants must propose a Section 8 Transition Fee to cover the programmatic expenses associated with the transition of public housing units to Section 8, including on-site property management transition, back office conversion tasks, and HQS inspections and repairs.
    - **Predevelopment Costs**: NYCHA must be repaid for any and all predevelopment expenses, including, but not limited to, fees for retaining outside legal counsel, environmental consultants, and appraisers.
    - **Existing Debt and Bonds**: NYCHA must be repaid for all outstanding balances on expended and capitalized bond proceeds and debt as detailed in Exhibit G.

13. **Purchase Option/Rights of First Refusal**: NYCHA will require a purchase option and/or right of first refusal. Applicants must describe the parameters proposed for granting NYCHA such option and/or right of first refusal.

14. **Property Taxes**: Tax benefits will be available through a negotiated Payment In Lieu of Taxes ("PILOT") agreement between NYCHA and the City of New York. Applicants should assume $0 in PILOT payments taxes are due as long as the Property serves households (exclusive of existing residents in place at construction closing) with incomes at or below 80% of the Area Median Income, subject to any PILOT payments that may be imposed for community facility or commercial leases, if any.

15. **Future Refinancing**: NYCHA and HDC approval is required for any refinancing or restructuring of permanent debt.

16. **Capital Needs**: At a minimum, Applicants must propose a rehabilitation scope of work that covers the 20-year capital needs identified in the rCNAs. Applicants should use the data provided in the 2017 PNAs to inform their Proposals as to remaining useful life of major building components. At a minimum, Applicants must propose to upgrade kitchens and bathrooms along with major building systems.

17. **Developer Return Requirements**: NYCHA understands that sources and uses will shift between the time of Proposals and construction closing. To help ensure consistency, Applicants must state their minimum return requirements, including cash developer fee and cash flow split over time. Applicants must specify their return requirements in the Proposal as it relates to equity contributed.

18. **Tenant Participation Activities (TPA) Funding**. Per the RAD Notice, Applicants must account for $25 per occupied unit annual resident participation fee in their management and operations budget. NYCHA is applying the same requirement to the Unfunded Developments. In some cases, NYCHA may have unused TPA funds that it will transfer to the Selected Applicant at construction closing.

V. OTHER PROVISIONS

1. **Affordability Requirements**: The Properties must be operated as affordable housing for the duration of the Lease with new occupancy post-closing restricted to households earning 80% of Area Median Income and below. NYCHA anticipates that these affordability requirements will be memorialized in certain recordable documents that will encumber the Properties, including a NYCHA regulatory agreement for all Properties (form attached as Exhibit H), a RAD Use Agreement for the RAD Developments (form attached as Exhibit I), a Declaration of Restrictive Covenants and Use Agreement for the Section 18 units in the RAD Developments (form attached as Exhibit J), and a Declaration of Restrictive Covenants and Use Agreement for the Unfunded Developments (form attached as Exhibit K).

2. **Design**: Proposals must conform to the New York City Zoning Resolution, NYCHA Design Guidelines for the Rehabilitation of NYCHA Residential Buildings (https://www1.nyc.gov/assets/nycha/downloads/pdf/nycha-design-guidelines.pdf), the New York City Building Code, and all other applicable laws and regulations. Current layouts must be retained in existing buildings with only minor modifications where necessitated by construction constraints or to ensure that units are functional. This requirement is set to meet the objective of maintaining existing unit counts and bedroom distributions, as well as to control costs. All Proposals must further comply with the accessibility requirements of all applicable laws including, without limitation, to the New York City Building Code, the Fair Housing Act, the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973, and NYCHA's Voluntary Compliance Agreement with HUD concerning accessibility.

3. **Establishment and Administration of Wait List**: NYCHA will maintain a site-based waitlist of Section 8 applicants for units as they become vacant upon and after conversion. The site-based wait list will be created and managed in accordance with NYCHA's Section 8 Administrative Plan.

4. **Mandatory Insurance Coverage**: The Selected Applicant must adhere to all requirements included in NYCHA's Insurance Requirements Guide attached hereto as Exhibit L. An insurance quote should be reflected in the Applicant's financial proposal.

5. **Development Rights**: NYCHA will retain all existing, ongoing and future development rights at the Properties not required for existing improvements at the Properties. These include development rights created in the future pursuant to any re-zoning or re-districting of any portion of the Properties or created by the terms of this Lease, all of which rights will remain vested in NYCHA and the use of which is in NYCHA's sole and absolute discretion. The

Selected Applicant will have no approval rights over NYCHA's use of such development rights. In addition, NYCHA reserves the right to carve out from the Properties certain unimproved or non-residential parcels of land that it may use for future development. Vacant land cannot be use as collateral for any financing proposed for the Project. The Selected Applicant will not have a right of first refusal on any future development at the Properties.

VI. RESPONSIBILITIES OF THE SELECTED APPLICANT

1. **Resident Rights and Protections**: The Selected Applicant will be required to comply with the existing tenant protection regulations associated with the Section 8 PBV program. Additionally, the Selected Applicant must operate the Project in accordance with:

   a. the RAD resident protections as described in the RAD Notice and listed in Exhibit M;
   b. the New York City RAD Roundtable Guiding Principles as listed in Exhibit N; and
   c. NYCHA's grievance procedures as listed in Exhibit O.

   NYCHA requires that RAD rules and resident protections apply to all RAD Developments. Additionally, the Selected Applicant will be required to adhere to the Guiding Principles as they apply to the conversion of the Unfunded Developments. Residents in the RAD Developments will execute the same RAD Resident Lease, a sample of which is provided in Exhibit P. Residents in the Unfunded Developments will execute the PACT LLC II Resident Lease for Assisted Tenants if the household income is 80% of Area Median Income or less or the PACT LLC II Resident Lease for Current Unassisted Tenants if the household income is greater than 80% of Area Median Income. Samples of the leases are provided in Exhibit Q.

2. **Fair Housing Requirements**: The Selected Applicant will be required to comply with the RAD Notice, the RAD Fair Housing and Relocation Notice, all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

3. **Schedule**: The Selected Applicant must achieve construction closing on the Project by December 31, 2019. The Selected Applicant will be responsible for the timely commencement and completion of the Project, will be held accountable to the schedules outlined in their Proposal and agreed upon with NYCHA, and will be required to submit ongoing status reports both during predevelopment and after construction closing.

4. **Tenant-In-Place Rehabilitation**: The Selected Applicant will be responsible for:

   a. Inspecting every unit of every Property in the Project prior to construction closing to inform the rehabilitation scope of work;
   b. Developing the rehabilitation scope of work to be responsive to resident input and inspection results, and to fully address the rCNA for each Property; and
   c. Completing all rehabilitation work with tenants in place to minimize disruption to residents' lives.

   The Selected Applicant will be required to submit a resident protection plan that details any temporary resident relocations to address pertinent health issues, especially those of senior residents, that may arise during construction. To the extent in-place rehabilitation cannot be accomplished, temporary resident relocation will be the responsibility of the Selected Applicant, including, without limitation, obtaining any necessary service providers to facilitate temporary relocation and covering all associated costs. Any temporary relocation will be within a reasonable proximity to the resident's Property and will be subject to NYCHA's approval.

5. **Pre-Closing Work**: Under current HUD guidance applicable to NYCHA, Section 18 units in the RAD Developments and all units in the Unfunded Developments cannot be added to the HAP Contract until they pass an HQS inspection. As such, the Selected Applicant will complete the following pre-closing work related to HQS:
   - **a.** Inspect units for HQS compliance;
   - **b.** Perform needed repair work in units that are out of compliance in accordance with Davis-Bacon prevailing wage requirements.

6. **Energy & Sustainability Requirements**: As part of the NextGeneration NYCHA Sustainability Agenda, NYCHA pledged to adopt sustainability standards for new construction and renovation projects. Acknowledging that different projects face different challenges and opportunities when considering energy and sustainability options, NYCHA provides the flexibility for the Selected Applicant to choose a sustainability standard that best fits the specific conditions of the Project:
   - **a.** Meet the requirements and obtain certification through the New York City Overlay to the Enterprise Green Communities Criteria: http://www1.nyc.gov/site/hpd/developers/enterprise-green-communities.page;
   - **b.** If paying into the System Benefit Charge post-conversion (i.e. not staying under NYCHA's NYPA contract), meet the requirements and apply to the New York State Energy Research and Development Authority's (NYSERDA) Multifamily Performance Program: https://www.nyserda.ny.gov/All-Programs/Programs/MPP-Existing-Buildings;
   - **c.** Meet the requirements of Fannie Mae's High Performance Building Assessment and implement measures that meet both the 20% energy savings AND 20% water savings goals (please note it is not required to obtain Fannie Mae financing to pursue this option): https://www.fanniemae.com/multifamily/green-initiative-energy-and-water-audit; or
   - **d.** Pursue Passive House Institute's EnerPHit program: http://www.passiv.de/en/03_certification/02_certification_buildings/04_enerphit/04_enerphit.htm.

   NYCHA is committed to supporting the City's renewables goal to produce 1,000 megawatts of solar power by 2030. To that end, NYCHA requires the Selected Applicant to undertake an investment-quality feasibility study for solar PV and to install the system if it can be supported by project economics. Any existing leases for third party-owned solar installations will be transferred to the Selected Applicant at construction closing. The Selected Applicant may buy out the lease according to the terms of the lease.

   The Selected Applicant will be required to meet certain requirements for non-interference with any pre-existing green infrastructure (GI) installed by the New York City Department of Environmental Protection (DEP). The Selected Applicant will also be required to provide access and otherwise cooperate with any GI projects that are planned, designed, or in construction at the time of construction closing.

As a condition of NYCHA's pass-through of electric billing rates through its NYPA contract, which provides an average of 25% savings over ConEd rates, any Selected Applicant for currently master-metered buildings is required to:

- **a.** Submeter on a "shadow meter" basis without billing the tenant; or
- **b.** Submeter and bill the tenant for their usage.

In addition, the Selected Applicant must report on or around June 1 of each year:

- **a.** Total Energy Use Intensity (pre, post-audit proposed, and post-completion) in kBTU/sf/yr: https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/understand-metrics/what-energy;
- **b.** Fuel Energy Use Intensity (pre, post-audit proposed, and post-completion) in kBTU/sf/yr, defined as energy content of fuels used to produce heat and hot water, but not including electricity;
- **c.** Annual water consumption per unit, as measured at the DEP meter; and
- **d.** Summary of tenant electric consumption by quartiles by month.

7. **Smoke-Free Housing**: The Selected Applicant must adopt a smoke-free policy consistent with NYCHA's Smoke-Free Policy. For more information, please visit https://www1.nyc.gov/site/nycha/residents/smoke-free.page.

8. **Violations**: The Selected Applicant will work with NYCHA to clear all existing health and safety violations as found on City records or municipal searches prior to construction closing. Violations that do not relate to health and safety and which cannot be cleared prior to construction closing must be addressed in the Selected Applicant's rehabilitation scope of work.

9. **Property Management**: Due to the large size of the Project, the Selected Applicant must dedicate separate property management teams for the RAD Developments and the Unfunded Developments. The Selected Applicant may accomplish this by having two managing agents, or two separate and distinct teams within the same managing agents. Property management staff cannot be shared between the RAD Developments and the Unfunded Developments.

The Selected Applicant will be responsible for**:**

- **a.** The effective and efficient day-to-day operation of the Properties;
- **b.** Completing all applicable tasks or actions related to resident conversion from public housing to Section 8 that remain outstanding at construction closing;
- **c.** Meeting obligations for building maintenance, financial liabilities, and income and rental guidelines as defined in federal, state, and municipal regulatory documents;
- **d.** Ensuring that the distribution of superintendent units is in line with applicable code and provides adequate coverage for all units in the Properties;

- **e.** Managing the buildings to ensure compliance with Section 8 Housing Quality Standards (“HQS”);
- **f.** Promptly responding to maintenance work order requests and resident complaints about the building’s physical condition;
- **g.** Working with NYCHA’s Leased Housing Department (“LHD”) to lease all vacant apartments as they become available from a project-based site-based wait list;
- **h.** Working with LHD to right-size families living in an inappropriate-sized apartment per the Section 8 PBV standards, but based on NYCHA’s public housing occupancy standards for existing residents in place at construction closing;
- **i.** Recognizing and working with the legitimate resident organizations at the Properties to address issues related to the Properties, including the terms and conditions of residents’ tenancy (see pages 117-120 of the RAD Notice for more information);
- **j.** Including Tenant Participation Activity (TPA) funds in their maintenance and operation budget at $25 per occupied unit per year, of which at least $15 per occupied unit per year shall be provided to the legitimate resident organization at the Properties;
- **k.** Maintaining detailed rent rolls, financial statements, and other required documents in accordance with NYCHA, HUD, HDC, the New York City Department of Housing Preservation and Development (“HPD”), the New York State Housing Finance Agency (“HFA”), and/or as may otherwise be required by project financing; and
- **l.** Maintaining Section 8 and RAD compliance in accordance with NYCHA, HUD, HDC or HFA, and/or as may otherwise be required by project financing.

10. **Shared Infrastructure**: NYCHA developments sometimes share common infrastructure for heating and hot water or waste management, for example. The Selected Applicant will be required to provide unconditional access to NYCHA, its staff, agents, and contractors to any shared infrastructure hosted at the Properties. At NYCHA’s sole discretion, the Selected Applicant may at its sole cost relocate the shared infrastructure to a NYCHA-managed property prior to construction closing.

11. **Resident Rent Arrears and Legal Cases**: The Selected Applicant will purchase the resident rent arrears from NYCHA at construction closing for a predetermined price set by NYCHA and assume all existing resident legal cases via substitution of counsel.

12. **Social Services**: NYCHA seeks to improve residents’ quality of life not only through extensive physical rehabilitation of the Properties and streamlined property management services, but also through access to social services and/or community amenities, such as credit unions and training academies, both at the Properties and through resident referrals to offsite organizations.

    In some cases, there are currently on-site social services providers (“Existing Providers”) at the Properties. Some Existing Providers receive funding through one or more awarded contracts following a competitive procurement process (“Existing Service Contracts”) with the New York City Department of Youth and Community Development or the New York City Department for the Aging (each a “City Agency”), each with contract terms that include specific performance and insurance requirements. Existing Providers are not obligated to comply with any additional terms or conditions beyond the scope of, or in conflict with, their

Existing Service Contracts, unless such additional or varying terms are mutually agreed to by NYCHA and the respective City Agency. Listed in Exhibit R are the Properties with Existing Providers, including the name of the provider and City Agency funder, if applicable. Listed in Exhibit S is a sample Existing Service Contract for reference.

To the extent that there are Existing Providers at the Properties, the Selected Applicant must work with the Existing Providers and their City Agency funders, if applicable, to ensure that services are not negatively impacted or otherwise interrupted for the duration of the Existing Service Contracts, including any renewal or extension of the contract term. The Selected Applicant must also incorporate the Existing Providers' programming into their "Social Services Plan" to prevent program duplication. Each Existing Provider will remain in place for the duration of the Existing Service Contract unless the City Agency funder determines that the Existing Provider is not meeting service requirements under the Existing Service Contract or any future renewal contract. In such event, the City Agency funder has the right to assign a new social services provider to the affected Property to assume the Existing Provider's obligations and rights under the Existing Contract, or any future renewal contract. Determination of new services or community amenities will be informed by resident feedback via a survey, needs assessment, community assemblies or other information-gathering tools.

In addition to any on-site Existing Providers, residents of the Properties also currently have access to workforce training, job opportunities, and social service referrals for vulnerable populations as public housing residents ("Existing Services"). These are services that NYCHA provides through a service coordination model for all public housing residents. To the extent possible, the Selected Applicant will include continuation pathways to Existing Services in the Social Services Plan.

In addition to preserving the services offered by NYCHA and the Existing Provider(s) for the duration of the Existing Contract(s), the Selected Applicant will facilitate access to other social services or community amenities based on resident feedback. The Selected Applicant will survey residents prior to construction closing to identify priority service preferences and delivery gaps. The Selected Applicant will then develop and, upon construction closing, execute programs via its Social Services Plan to provide a selection of the preferred priority services. The Selected Applicant may consider new programs to replace expired Existing Services based on resident feedback.

Applicants must submit a detailed budget and funding proposal to support their Social Services Plan. Proposals that include letters of interest or other funding commitments in their Proposal will be scored favorably.

13. **Community Facilities**: Any community center or other community facility space included in the Project must be renovated, maintained, and operated, as applicable, as part of the Project. The Selected Applicant will be responsible for doing the upfront capital repairs on the community facility spaces, which should be included in the Proposed Rehabilitation Scope of Work. Any existing community facility and commercial leases will be assigned to the Selected Applicant at construction closing.

14. **Resident Engagement**: The Selected Applicant will meet with residents of each Property in the Project starting at the point of award under this RFP to discuss the Proposed Rehabilitation Scope of Work, property management plan, and social services plan. As soon as possible after being selected under this RFP, the Selected Applicant must begin meeting with residents and existing resident associations to create meaningful feedback by and among NYCHA, the residents, NYCHA property management staff, and the Selected Applicant; this must continue throughout the pre-development process and after construction closing. The Selected Applicant will also participate in required public forums, hearings, and briefings with NYCHA residents, the Community Board, elected officials, City agencies, and other organizations, as needed.

15. **Environmental Approvals**: The Selected Applicant will accept the Properties as-is. The Selected Applicant will be responsible for preparing any and all environmental assessments and obtaining any and all environmental approvals necessary for the Project's completion. The Selected Applicant will be responsible for implementing any remedial measures identified in connection with the rehabilitation of the Properties as determined by HUD, NYCHA, HPD, or any applicable governmental authority having jurisdiction. The Selected Applicant will assume the obligation to remediate any and all environmental contamination, indemnify NYCHA for any claims that may be made against it in the future, and release NYCHA from any claims that it may have in the future arising out of the condition of the Properties.

16. **Construction Permits**: The Selected Applicant will be responsible for obtaining any and all building and/or construction permits or approvals necessary to complete the Project. As such, the Selected Applicant must work with NYCHA to clear all violations necessary to close.

17. **Equity and Financing**: The Selected Applicant must obtain financing sufficient to cover the cost of the Project, inclusive of any letters of credit, with the assistance and consent of NYCHA.

18. **Guarantees**: The Selected Applicant will be responsible for all financial guarantees and non-recourse carve outs necessary to complete the Project, including, without limitation, those required by any lenders or other financing partners. In addition, the Selected Applicant will be responsible for providing to NYCHA an environmental indemnification and a completion guarantee covering the entirety of the final rehabilitation scope of work, made by a credit worthy entity satisfactory to NYCHA.

19. **Taxes and Fees**: The Selected Applicant will be solely responsible for paying all transfer and recordation taxes and fees associated with Project financing, leasing, or other conveyance of the Properties or any required federal, state, or municipal approvals. The Selected Applicant is responsible for payment of all predevelopment cost(s) and meeting any other terms and conditions as required by HUD, NYCHA, other lenders, and/or investors.

20. **Commitment to Entire Project**: The Selected Applicant must commit to rehabilitating and managing all of the Properties in the Project and may not exclude any Properties from the Project.

21. **Completion of Conversion Process**: The Selected Applicant must achieve the RAD, Section 18, and Part 200 predevelopment milestones in a timely manner as follows:

For RAD and Section 18:

- **a.** Lead required resident engagement;
- **b.** Complete all required studies, reports, surveys, and evaluations necessary (including environmental review) for both receipt of the RAD Conversion Commitment and the Section 18 disposition approval from HUD as applicable and to secure financing;
- **c.** Develop a RAD Financing Plan that addresses the 20-year capital needs of all RAD Developments and takes advantage of economies of scale both during rehabilitation and on-going operations;
- **d.** For the units converting under Section 18, perform pre-HQS inspections and complete any required repairs to satisfy HQS; and
- **e.** Satisfying all HUD conditions and conditions in this RFP for a timely construction closing in accordance with the schedule in #3 above.

For Part 200:

- **a.** Lead required resident engagement;
- **b.** Complete all required studies, reports, surveys, and evaluations necessary (including environmental review) for receipt of Part 200 approval from HUD and for securing financing;
- **c.** Develop a financing plan that addresses the 20-year capital needs of all Unfunded Developments and takes advantage of economies of scale both during rehabilitation and on-going operations;
- **d.** Perform pre-HQS inspections and complete any required repairs to satisfy HQS; and
- **e.** Satisfying all HUD conditions and conditions in this RFP for a timely construction closing in accordance with the schedule in #3 above.

VII. APPLICANT SELECTION CRITERIA AND PROCESS

A. Review

NYCHA will evaluate each Proposal according to the threshold requirements below ("Threshold Requirements"), taking into account the information provided in the Proposal, references, and any other information about the Applicant's past performance available to NYCHA. Proposals that are not complete or do not conform to the requirements of this RFP will be deemed non-responsive and eliminated from further consideration, unless NYCHA permits the Applicant to correct the omission (see subsection B below).

Proposals that meet all Threshold Requirements will be comprehensively evaluated, rated, and ranked according to the competitive selection criteria below ("Competitive Selection Criteria"). NYCHA may request additional information, interviews, presentations, or site visits. The Selected Applicants will be chosen from among the highest rated and ranked Proposals. NYCHA may disapprove the inclusion of any member of an Applicant's Development Team and/or require the Selected Applicant to substitute other individuals or firms.

B. Threshold Requirements

1. Completeness of Proposal

The Proposal must contain all documentation required under "Submission Requirements" below. All of the required forms must be fully completed and application requirements met at the time of submission. Upon review, however, NYCHA, at its discretion, may notify an Applicant that additional information or clarification is necessary and ask the Applicant to submit such information in a timely manner as determined by NYCHA.

2. Comparable Development Experience

At least one Principal of the Applicant must have had prior comparable development experience, defined as the successful completion of at least one (1) residential tenant-in-place rehabilitation project with a total development cost of at least $300 million within the past seven (7) years.

3. Comparable Management Experience

The Applicant must have prior comparable rental management experience, defined as the successful management of at least 2,600 units of affordable housing within the past seven (7) years.

4. Conformance with RFP

Proposal must meet all minimum requirements outlined in this RFP.

5. Ability to Finance

Applicants must demonstrate adequate financial resources to undertake the Project as described in their Proposal. NYCHA will evaluate the Applicant's assets, bank or other lender references, and current commitments in order to assess the Applicant's capacity to secure construction and permanent financing, meet NYCHA's and the construction lender's equity and guaranty requirements, absorb any cost overruns, and commence and complete rehabilitation of the entire Project in a timely manner.

If an Applicant has been given an opportunity to cure a deficiency in meeting one of the Threshold Requirements listed above, but does not respond to NYCHA's request for a cure, or if the Applicant's response does not sufficiently address the deficiency, the Applicant's Proposal will not be reviewed under the Competitive Selection Criteria.

C. Competitive Selection Criteria

Proposals that satisfy the Threshold Requirements above will be evaluated, rated, and ranked according to the Competitive Selection Criteria described below. In evaluating Proposals under these criteria, the combined experience and resources of all Principals of the Applicant and Development Team will be considered. NYCHA may request additional information, site visits, interviews, or presentations by the Applicant to supplement the Proposals.

The Competitive Selection Criteria are as follows:

Development Experience and Capacity **Weight: 25%**

The Applicant will be evaluated based on its Development Team's demonstrated ability to successfully carry out quality projects of comparable type, size, and complexity in a timely manner. Factors to be considered are as follows:

- Applicant's financial capacity to undertake the Project;
- Quality of construction and design in projects completed or currently under construction by the Applicant, Development Team, and/or its Principals;
- Extent of the Applicant's and its Development Team's experience, in terms of number, size, type, and complexity of rehabilitation projects within the last seven (7) years;
- Extent to which the Development Team has New York City affordable housing experience, particularly with preservation projects and/or working with NYCHA;
- Successful and timely completion of tenant-in-place rehabilitation projects of similar size, type, and complexity;
- Experience with securing similar project financing;
- Experience with developing and/or preserving affordable housing projects in conjunction with public agencies;
- Experience in harmonious and successful labor relations and lack of negative labor issues;
- Experience with engaging resident, community, and municipal stakeholders, particularly within the relevant Properties' community(ies);
- Experience with similar large-scale affordable, RAD, or Section 8 developments;
- Experience rehabilitating properties across a scattered site portfolio;
- Inclusion of an M/W/SBE and/or a not-for-profit entity within the Development Team;
- Current workload (including active projects in predevelopment with NYCHA), staff capacity, and other pending project obligations and their potential impact on the ability of the Applicant and their proposed Development Team to complete the Project within the prescribed timeframe; and
- Proven track record of delivering high quality projects on time and within budget.

Property Management Experience and Plan **Weight: 25%**

The Applicant will be evaluated based on its Development Team's demonstrated ability to manage and maintain quality projects of comparable type, size, and complexity. Factors to be considered are as follows:

- Experience managing tenant-in-place rehabilitation, including experience with temporary resident relocation;
- Experience managing similarly-sized affordable housing properties, including Section 8 PBV projects;
- Experience managing public housing, mixed-finance public housing, LIHTC properties, and/or RAD projects, including demonstrated compliance with applicable regulations not limited to the New York City Housing Maintenance Code, federal HQS, and those related to HOME and LIHTC compliance;
- Experience in harmonious and successful labor relations and lack of negative labor issues;
- Experience managing rental units across a scattered site portfolio;
- Experience managing and providing social services to senior developments;

- Experience managing community facility spaces;
- Experience managing affordable housing in New York City;
- Quality of proposed tenant transition property management plan; and
- Quality of proposed resident protection plan for the proposed tenant-in-place rehab.

Financial Proposal **Weight 20%**

Proposals will be evaluated based on the following factors:

- Reasonableness of estimated rehabilitation and operating costs, including the construction costs of the Proposed Rehabilitation Scope of Work;
- Reasonableness of underwriting assumptions;
- Feasibility and terms of, and demonstrated experience with, the financing sources proposed to fund the Project;
- Cost containment, efficiency, and risk of financing;
- Minimizing reliance on City and other public subsidies;
- Proposed equity contributions; and
- Return to NYCHA, including proposed lease payments and fees.

Quality of Proposed Rehabilitation **Weight: 20%**

Proposals will be evaluated on the quality of the Proposed Rehabilitation Scope of Work, including the extent to which such rehabilitation is feasible, expeditious, cost efficient, proposes the use of quality materials, and will improve the lives of residents. Proposals shall provide details on residential interiors, improved amenities, quality of building materials, sustainability, including the promotion of energy conservation, potential long-term viability within reasonable cost parameters, safety and security improvements, and a commitment to perform work on every residential unit in a safe and timely manner.

Social Services and Hiring Plans **Weight: 10%**

Proposals will be evaluated on the strength and quality of the proposed social services and hiring plans and the level of customization to address residents' needs.

Social services plans will be evaluated on the alignment of proposed social services with resident needs, services currently provided by Existing Providers, need for continuation of Existing Services, experience of the provider, including experience within the relevant Properties' community(ies), and the plan's operational and financial feasibility, including demonstrated funding commitments for proposed programming. For each social services provider, the Applicant must describe the length of time, location, types of services, and population for which social services have been provided for at least 24 months, including a brief summary of services provided.

Hiring plans will be evaluated on the strength of the proposed goals and implementation procedures, consistent with the provisions described in this RFP. Applicants should demonstrate experience with training and hiring NYCHA and local low-income residents under Section 3 and otherwise. The hiring plan must include the following:

- Outreach and recruitment strategy to target NYCHA and low-income residents in compliance with Section 3; and
- Positions by title for project construction and on-going property management expected to be filled by new hires. For each title, Applicants must include:

- Estimated wage;
- Average hours per week;
- Indication of which titles will be filled by NYCHA and low-income residents; and
- Estimated number of workers to be trained.

D. Selection

Selection of an Applicant under this RFP means only that NYCHA will commence negotiations with such Applicant regarding the Proposal for the Project.

1. Negotiation Letter

Upon such selection, NYCHA will send written notification ("Negotiation Letter" or "Letter") to the Selected Applicant regarding the commencement of negotiations.

The Applicant must complete and submit ***Form 1: Applicant's Letter***, which is included in Exhibit T, signed by a Principal on behalf of the Applicant. NYCHA reserves the right to negotiate with one or more Applicants (including simultaneously), to modify the scope of the Proposal, and to terminate negotiations with or without cause after the issuance of such Negotiation Letter.

2. Pre-Development Timetable

The Negotiation Letter will include a development schedule setting out the major milestones and timeframes necessary to start construction ("Development Schedule"). Failure of the Selected Applicant to follow the Development Schedule may result in the termination of negotiations and the selection of another Applicant to be the Selected Applicant. The Selected Applicant must begin pre-development work within thirty (30) days of the date of the Negotiation Letter.

3. Disclosure

Any Selected Applicant who receives a Negotiation Letter from NYCHA must disclose all previous participation in NYCHA and City-assisted projects. All entities of the Selected Applicant and Principals thereof will each be required to submit completed Entity and Individual Disclosure Statements, forms of which will be forwarded by NYCHA to the Selected Applicant. NYCHA will provide copies of these forms upon request to any Applicant.

VIII. SUBMISSION REQUIREMENTS

Applicants must submit all forms and supporting documentation as described below in order for their Proposal(s) to be considered by NYCHA.

Each Proposal must consist of one (1) original, one (1) copy, and two (2) flash drives with all components of the Proposal included. Only Proposals from Principals will be considered. All submissions become the property of NYCHA.

Each original and copy of a Proposal must contain a label showing the following information: **NYCHA RFP # 67930**, name of Applicant, and date of submission. Each Proposal must be tabbed as indicated below. The tabs must run down the right-hand side of the proposal.

As part of its Proposal, the Applicant must complete and submit the following forms under the appropriate tab per the below. These forms can be found in Exhibit T:

- ***Form 1: Applicant's Letter***
- ***Form 2A: Applicant Description***
- ***Form 2B: Not-For-Profit Organization Information and Questionnaire***
- ***Form 3: Residential Development Experience***
- ***Form 4A: Residential Management Experience***
- ***Form 4B: Management Experience Questionnaire***
- ***Form 5: Assets Statement***
- ***Form 6A: Section 3 Hiring Plan***
- ***Form 6B: Section 3 Wage Details Report***

Contents of Proposal and Tabbing

1. TAB A – Narrative Overview

The Applicant must provide a narrative that describes their Proposal. The Applicant's narrative must summarize the rehabilitation, property management, and, as applicable, social service delivery plans for the Properties, and how these plans will comply with the requirements of this RFP. In doing so, the Applicant must demonstrate its understanding of the requirements hereunder and its commitment to complete and operate the Project in accordance with the requirements of this RFP.

In addition to a full description of the Applicant's Proposal, the narrative must include an overview of an asset rehabilitation and management plan that details: (1) budgeting and schedule for the Proposed Rehabilitation Scope of Work; (2) property management plans to reduce and control operating costs; (3) tenant engagement and transition plans; (4) Project-Based Section 8 compliance plans; and (5) training and hiring plans for NYCHA residents; and (6) provision and funding of social services, as applicable. Applicants are encouraged to include any information that would be helpful to NYCHA in the review process, such as projects that the Applicant has developed in the vicinity of the Properties or clarification of information provided in the NYCHA forms included in the Proposal. This narrative must include an anticipated date for executing final Project documents at a construction closing.

2. TAB B – Applicant Description

The Applicant must complete and submit ***Form 2A: Applicant Description***. If the Applicant is a joint venture, the Principals of each entity that comprises the joint venture must be identified, and a Principal of each entity must sign Form 2A. If the Applicant is a not-for-profit entity or is partnering with a not-for-profit entity, the Applicant must identify as such in, and submit, ***Form 2B: Not-For-Profit Organization Information and Questionnaire***.

The Applicant must identify all firms included on the Development Team and their roles. The Applicant must provide a staffing plan indicating which Principals and staff members would have primary responsibilities for implementing the Project and their roles in the day-to-day management of the Project. For each team member, the Applicant must provide the lead contact person, title, telephone number, email address, and physical address of the office from which services will be provided. The Applicant must provide profiles of the team members' Principals, supporting associates, and staff to be primarily assigned to the Project. This information must specify each team member's role, existing work load, and previous experience with similar projects.

The Applicant must include a chart or diagram explaining the intended form and structure of, and proposed partnership or joint venture for, the Development Team, including Principals. The structure and percentages of ownership and investment must be included.

3. TAB C – Rehabilitation Proposal

The Applicant must submit its Proposed Rehabilitation Scope of Work. The Rehabilitation Scope of Work must include a narrative in the CSI Master Format, and an itemized work breakdown and cost analysis, including a construction cost trade payment breakdown. The Applicant must provide an explanation for the source of its construction cost estimates.

Additionally, the Rehabilitation Proposal shall include a narrative as to the feasibility of the Rehabilitation Scope of Work and how it will improve the lives of residents. Specifically, the narrative must address the factors identified in "Competitive Selection Criteria" with respect to the quality of the Applicant's Rehabilitation Scope of Work and must include a predevelopment and construction schedule covering all project milestones.

4. TAB D – Development Experience, Management Experience, and Current Workload

The Applicant must complete the below forms.

1. ***Residential Development Experience (Form 3)***
   A separate form shall be submitted for each Principal. Specific attention will be given to affordable housing development experience, especially tenant-in-place rehabilitation. <u>***Please delineate which development experience(s) pass threshold***</u>.

2. ***Residential Management Experience (Form 4A)***
   A separate form shall be submitted for each Principal, as well as for any management agent proposed to manage the Project. Specific attention will be given to Section 8 management experience. <u>***Please delineate which management experience(s) pass threshold***</u>. Additionally, please answer the questions detailed in ***Management Experience (Form 4B)*** on a separate page.

   <u>Current Workload</u>
   Each Principal, proposed general contractor, and proposed property management company of the proposed Development Team must list all projects in which s/he is involved that will coincide with the timing of the construction closing on and rehabilitation and operation of the Project.

3. Threshold Requirements

The Applicant must provide confirmation that at least one Principal of the Applicant meets the threshold requirements for Comparable Development Experience, and that at least one Principal of the Applicant or the proposed managing agent meets the threshold requirements for Comparable Management Experience, each as more fully described above in "Competitive Selection Criteria." The Applicant may provide a narrative describing Applicant's management and development experiences similar to those required by the Project, addressing the factors listed above in "Competitive Selection Criteria."

The Applicant may also submit any additional information related to the Proposal that the Applicant wishes to include but that has not been specifically requested in this RFP. This section of the Proposal may include articles, pre-printed brochures, and other material not specifically prepared for the Proposal in response to this RFP, but that the Applicant believes will help NYCHA evaluate the Applicant's qualifications and Proposal. All materials must be in a format that can be included under Tab D. Applicants must also disclose all previous participation in NYCHA and City-assisted projects.

5. TAB E – Assets and Financial Statements

The Applicant must complete and submit ***Form 5: Assets Statement*** for the Principals of the Applicant and the Applicant's proposed guarantor. Please note that the total unencumbered assets of the Principal(s) must be at least equal to the amount of equity required by the construction lender.

The Applicant must provide audited financial statements from the three most recent fiscal or calendar years for the Applicant or the Applicant's parent company and for the guarantor, if a different entity.

6. TAB F – Social Services Plan

Applicant must provide a plan to deliver social services as described in this RFP. NYCHA will evaluate the quality of the social services proposed to be offered to all residents of the Project. The plan must describe: (a) what services will be provided and how those align with services currently provided by Existing Providers and the need for continuation of Existing Services, (b) how and by whom the services will be provided, (c) the proposed provider's past performance, (d) the proposed provider's experience in the relevant Properties' community(ies), and (e) the detailed budget and funding proposal to support the plan, including letters of interest or other funding commitments. Applicant must address all factors listed above in "Competitive Selection Criteria."

7. TAB G – Hiring Plan

The Applicant must complete and submit ***Form 6A: Section 3 Hiring Plan*** and ***Form 6B: Section 3 Wage Details Report*** (in Excel format, to be provided on the iSupplier website) for each Property to fulfill the labor and employment provisions described in this RFP. The Applicant must also provide a narrative describing their experience training and hiring NYCHA and local low-income residents. The Applicant must describe the training opportunities that it will provide for NYCHA and local low-income residents for both construction and permanent jobs on the Project, and provide a description of the proposed permanent jobs that will be filled by NYCHA residents.

8. TAB H – Financial Proposal
Applicants must include a rental pro forma and financing narrative, which demonstrates compliance with this RFP and the proposed funding sources.

IX. CONDITIONS, TERMS, AND LIMITATIONS

This RFP is subject to the specific conditions, terms, and limitations stated below:

1. Proposals submitted shall be deemed to incorporate all of the terms and conditions contained in this RFP. Applicants will be deemed to have consented to such terms by submitting a Proposal in response to this RFP.

2. The Properties will be leased in "as-is" condition and NYCHA requires the Selected Applicant to assume the obligation to remediate any environmental contamination, indemnify NYCHA for any claims that may be made against them in the future, and release NYCHA from any claims that the Selected Applicant or its affiliates may have in the future arising out of the condition of the Properties. NYCHA, or any of its respective officers, agents, and employees, make no representation whatsoever as to the physical condition of the Properties or their suitability for any specific use. All due diligence is the responsibility of the Applicant and Applicants are urged to satisfy themselves with respect to the condition of the Properties, the information contained herein, and all limitations or other arrangements affecting the Properties. NYCHA will not be responsible for any injury or damage arising out of or occurring during any visit to the Properties.

3. The proposed Project shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, the New York City Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.

4. Valid permits and approvals, as required by City, State, and Federal agencies, shall be obtained by the Selected Applicant prior to commencing work.

5. The commencement of negotiations with an Applicant will depend on satisfaction of the documentation and review requirements described in this RFP and will be subject to review by NYCHA. The continuation of negotiations with an Applicant may depend on the Applicant's provision of additional documentation as required by NYCHA.

6. NYCHA will lease the Properties pursuant to approval from HUD, and all documentation, including, but not limited to, the Lease, shall be in form and substance satisfactory to NYCHA, HDC, and HUD.

7. An Applicant submitting a Proposal in response to this RFP may be rejected if it or, if the

Applicant is a business entity, any of its shareholders, officers, directors, partners, or members (“Principals”) is determined, in NYCHA’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCHA will not generally do business. The Applicant and all officers and Principals thereof will be required to complete a background questionnaire and shall be subject to investigation by NYCHA and the New York City Department of Investigation. Any designation may be revoked in NYCHA’s sole discretion in the event any derogatory information is revealed by such investigation.

8. No commission for brokerage or any other fee or compensation shall be due or payable by NYCHA, and the submission of a Proposal will constitute the Applicant’s undertaking to indemnify and hold NYCHA harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the Applicant, the selection of the Applicant's submission and invitation to the Applicant to respond to this RFP, or the conditional selection of an Applicant pursuant to this RFP.

9. The Applicant will not engage in any scheme or practice that seeks to solicit, pay, or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA's interests or compromise the duty owed by anyone to NYCHA.

10. NYCHA is not obligated to pay, nor shall NYCHA in fact pay, any costs or losses incurred by any Applicant at any time, including any costs incurred by the Applicant in connection with the Applicant’s response to this RFP.

11. The Selected Applicant, and in the event that the Selected Applicant is a joint venture, each member of that joint venture, jointly and severally, shall forever defend, indemnify, and hold harmless NYCHA and its directors, members, principals, servants, officers, agents, representatives, affiliates, and employees from and against any and all obligations, liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses, and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from the Project, including, without limitation, personal or bodily injury (including death) of or to any person or persons, including, without limitation, from or related to the presence, release, storage, transportation, or disposal of hazardous materials, or any damage to property of any nature.

12. No member of, or delegate to, the Congress of the United States or the New York State or City government, or resident commissioner, shall be permitted by the Applicant to share in any part of the Project or in any benefit that may arise from the Project.

13. NYCHA, HUD or any other federal, state or local agency providing funds to NYCHA, the New York City Comptroller, the New York City Department of Investigation, and the Comptroller General of the United States shall have the right to perform an audit of the Selected Applicant’s finances and the books and records related to its performance under the Project, including, without limitation, the financial arrangement with anyone that the

Selected Applicant may delegate to discharge any part of its obligations with respect to the Project.

14. The selection of an Applicant will mean only that NYCHA may commence negotiations with that Applicant regarding its Proposal for the Project. NYCHA will send the Negotiation Letter to the Selected Applicant. The Selected Applicant must begin pre-development work within thirty (30) days of the Negotiation Letter. The Selected Applicant will be expected to start construction on the day specified in the Development Schedule contained in the Negotiation Letter. However, the Selected Applicant must commence construction no later than the sooner of thirty (30) days after construction closing or twelve (12) months from the date of the Negotiation Letter. NYCHA may terminate further negotiations with the Selected Applicant if it fails to meet such deadlines, and if such termination occurs, the Selected Applicant has no claims against NYCHA for any damages or rights of enforcement.

15. NYCHA is under no legal obligation to lease the Properties. NYCHA may use the Proposals submitted pursuant to this RFP as a basis for negotiations with Applicants as NYCHA deems appropriate. NYCHA may reject at any time any or all Proposals; may amend, modify or withdraw this RFP in whole or in part; may negotiate with one or more Applicants; and/or may negotiate and lease the Properties on terms other than those set forth herein (including to parties other than those responding to this RFP). NYCHA may also, at any time, waive compliance with, or change any other terms and conditions of, this RFP; entertain modifications or additions to selected Proposals; or withdraw or add individual sites or parcels from or to this RFP if in NYCHA's judgment it is in the best interests of NYCHA to do so.

16. Selection of an Applicant's Proposal will not create any rights on the Applicant's part, including, without limitation, rights of enforcement, equity, or reimbursement, such rights only being created after the approvals of HUD and NYCHA, and the Lease and all related documents (the "NYCHA Documents") are fully approved and executed. Until such approvals and execution of the NYCHA Documents, NYCHA may terminate negotiations with the Selected Applicant at any time without incurring any obligations to the Selected Applicant.

17. In the event of any variance between the terms of this RFP and the NYCHA Documents, the terms of the NYCHA Documents will govern.

18. All determinations as to the completeness or compliance of any Proposals, or as to the eligibility or qualifications of any Applicant, will be within the sole discretion of NYCHA.

19. All Proposals and other materials submitted to NYCHA in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The Applicant submitting a Proposal must designate those portions of the Proposal that it believes are exempt from FOIL. This characterization shall not be determinative, but will be considered by NYCHA when evaluating the applicability of any exemptions in response to a FOIL request.

X. CONFLICTS OF INTEREST

Current or former employees of the City of New York may respond to this RFP only in accordance with the section(s) of Chapter 68 of the New York City Charter governing conflicts of interest affecting City personnel. Section 2604(b)(7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process. In addition, current NYCHA employees may not respond to this RFP.

Persons in the employ of the City considering the submission of a Proposal in response to this RFP are advised that opinions regarding the propriety of their participation in the Project may be requested from the New York City Conflicts of Interest Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical consideration. It is not necessary, however, that such an opinion be obtained prior to responding to this RFP.

Former employees of the City of New York or NYCHA are also advised that the City Charter imposes certain restrictions on post-employment business relationships with the City. Such individuals should consult the specific provisions on this issue contained in the City Charter.

If, after award, the Selected Applicant discovers an organizational conflict of interest with respect to the NYCHA Documents or the Project, the Selected Applicant shall make an immediate and full disclosure in writing to NYCHA, which shall include a description of the action that the Applicant has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate negotiations with the Selected Applicant if it would be in the best interest of NYCHA to do so.

XI. CONFIDENTIALITY

Certain information that NYCHA may furnish in connection with this RFP may be labeled as confidential and must be treated as proprietary information of NYCHA by each recipient of this RFP. By the Applicant's receipt of this RFP, the Applicant agrees not to (a) disclose any part or all of such confidential information furnished to the Applicant pursuant to this RFP to any party, including, without limitation, any law firm or any corporate or government office, except to the extent essential to the preparation of the Proposal, and to secure from any party to whom a disclosure is made under this provision a confidentiality agreement, executed prior to any such disclosure, in which the recipient agrees to keep confidential and to not disclose any such confidential information to any other party (a "Confidentiality Agreement"), and (b) use such information for any purpose other than to prepare a response to this RFP. Such Confidentiality Agreement must name NYCHA as an intended third-party beneficiary with the right to enforce all remedies in an event of any such breach or unauthorized disclosures.

The Applicant must clearly designate in its Proposal those portions of the Proporsal, if any, that the Applicant believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substanital injury to the competitive position of the Applicant. To the extent the law permits (i.e. Section 89 of the New York State Public Officers Law), NYCHA will use reasonable efforts to hold the designated portions of the Proposal in confidence.

XII. INVESTIGATIONS AND TERMINATION

All Applicants agree and the Selected Applicant agrees to fully and faithfully cooperate with any investigation, audit or any inquiry by any governmental authority or agency that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of NYCHA with respect to the Project, submitted Proposal, NYCHA Documents, or person dealing with NYCHA that is the subject of the investigation, audit or inquiry.

i. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, contract, lease or license entered into with NYCHA, the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or

ii. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of NYCHA, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, contract, lease or license entered into with NYCHA, the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

    NYCHA has the right to terminate or cancel the NYCHA Documents or withdraw any conditional designation or reject any Proposal that the refusal(s) to testify concerns or to take other appropriate action, without NYCHA incurring any penalty or damages on account of such cancellation or termination.

In addition, NYCHA, may in its sole discretion terminate the NYCHA Documents or withdraw any conditional designation or reject any Proposal in the event the Applicant or Selected Applicant fails to promptly report in writing to the Commissioner of the Department of Investigation of the City of New York any solicitation of money, goods, requests for future employment, or other benefit or thing of value, by or on behalf of any employee of NYCHA or other person, firm, corporation or entity for any purpose that may be related to the procurement under this RFP, or affecting the performance of the Project to be done pursuant to this RFP.

XIII. NEW YORK LAW

The NYCHA Documents shall in all respects be governed and construed in accordance with the laws of the State of New York. Any and all proceedings relating to the NYCHA Documents must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose; provided, however, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, or any other causes establishing federal jurisdiction, so that it is to or may be brought in the United States District Court, it shall be brought in the United States District Court having jurisdiction in the City and County of New York.

XIV. DISCLAIMER

NYCHA does not make and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Properties including, without limitation, the following: (a) the value of the Properties; (b) the income to be derived from the Properties; (c) the nature, quality or condition of the Properties, including, without limitation, the manner, quality, state of repair or lack of repair of the Properties and the water, soil and geology thereof and any drainage from or onto the Properties; (d) the conformity of the Properties to any plans or specifications therefor; (e) the compliance of or by the Properties or their operation with any legal requirements including, without limitation, the Americans with Disabilities Act; any zoning rules, regulations, plans or resolutions; any applicable federal, state or local landmark designations; any loft board control, rent control, rent stabilization and/or any other rent regulation or requirements; and any rules and regulations promulgated under or in connection with any of the foregoing; (f) the habitability, merchantability or fitness for a particular purpose of the Properties; (g) the current or future real estate tax liability, assessment or valuation of the Properties; (h) the availability or unavailability or withdrawal or revocation of any benefits or incentives conferred by any federal, state or municipal authorities; (i) the fact that all or a portion of the Properties may be located on or near a flood plain or an earthquake fault line; (j) any other matter with respect to the Properties; or (k) the accuracy of any exhibit or information provided relating to the Properties.

Exhibit A:
2018 RAD Capital Needs Assessments (rCNAs)

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	260 Lexington Avenue, Brooklyn, Kings County, New York 11216	
Year constructed:	05/31/1973 Phase I	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	Lyonnel Changeau Property Manager with New York Housing 718-636-9168 phone	
Property type:	Residential	
Site area:	5.64 Acres	
Gross floor area:	356,320 Square Feet	
Net Leasable area:	281,723 Square Feet	
Number of buildings:	11	
Number of stories:	3, 4, and 6 stories	
Parking type and number of spaces:	On street parking only	
Building construction:	Concrete framed with pier footings below grade CMU basement walls CMU load bearing walls with concrete posts/columns Concrete beams for horizontal support with wood joists Upper floor and roof decking are concrete with OSB	
Roof construction:	Flat roofs with built-up membrane and/or modified bituminous	
Exterior Finishes:	Brick Veneer and CMU	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Fire escapes	
Dates of visit:	September 17-18, 2018	

Summary of Physical Needs Assessment:

On-site amenities consist of a community center (that is not being used), laundry facilities in 360 Nostrand Avenue, daycare and Head Start program, picnic areas, and children's playground.

Generally, the property was constructed within industry standards, has been maintained during recent years, and appeared to be in fair to poor overall condition. The property representative did not provide EMG information regarding maintenance procedures and capital repair/s during the past three years.

There are a number of Critical Repairs, Rehabilitation Needs and Long-Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

The following Critical Repair items were observed:

- Per the NFPA 101 requirements, smoke detectors are not located at appropriate locations. Smoke detectors are required in every bedroom, in the immediate vicinity of the bedrooms outside of the bedroom, and on all levels of the dwelling unit. Additionally, the smoke detectors must be hard-wired, or the battery operated-type must have 10-year life, be tamper resistant, and are not interchangeable with appliances or toys. As such, smoke detector installation is required in all of the above noted locations. The cost for this work is included in the 20 Year Reserve Schedule
- The basement of 447 and 475 has an active sewage pipe leak that was allowing raw sewage to back up into the basement area. No access was made due to the raw sewage exposure. The repair costs have been added to the cost tables

1.1. FOLLOW UP RECOMMENDATIONS

Conditions observed require the following detailed studies:

- The panel boxes in the buildings are fuse panels with active fuses. An electric study needs to be completed to address the transition from fuses to breakers. The study also needs to address in 388-396 Clifton Place why the main distribution panel was open, and wiring was tapped into the main bus in an attempt to supply power to another building. This is a life/safety hazard and needs to be corrected immediately.
- A structural engineering study is required at Building 435-441 Gates Avenue. The exterior brick chimney structure is separating and is visibly no longer plumb with the building. The sidewalk in front of the chimney is lifting and causing separation of the sidewalk sections. The basement of the building is showing signs of excessive settlement cracking and water infiltration from the wall separation above.

Replacement Reserve with Quantities

Armstrong I

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
B1015	Building exterior	Exterior Stairs, Metal, Refinish	10	0	10	12000	SF											x	
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 1-2 Stories, Repoint	25	25	0	290400	SF	x											
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 3+ Stories, Repair/Repoint	0	0	0	6000	SF	x											
B2011	Building Exterior	Exterior Wall, Concrete Cast-in-Place, 3+ Stories, Replace	40	40	0	4000	SF	x											
B2021	Apartment Units	Window, SF, Replace	30	30	0	1266	EA	x											
B2021	Building Exterior	Window, SF, Replace	30	30	0	3	EA	x											
B2021	Building Exterior	Window, SF, Replace	30	30	0	1	EA	x											
B2021	Apartment Units	Window, SF, Replace	30	20	10	747	EA											x	
B2023	Building Exterior	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	20	10	250	SF											x	
B2031	front doors	Exterior Door, Fully-Glazed Aluminum-Framed Swinging, Replace	30	30	0	10	EA	x											
B2032	service doors	Exterior Door, Steel Insulated, Replace	25	25	0	14	EA	x											
B2032	Apartment Units	Exterior Door, Steel Insulated, Replace	25	25	0	398	EA	x											
B3011	Roof	Roof, Modified Bituminous, Replace	20	5	15	29500	SF							x					
B3011	Roof	Roof, Built-Up, Replace	20	3	17	62500	SF												
C1021	Apartment Units	Interior Door, Bi-Fold, Replace	15	15	0	650	EA	x											
C1021	Apartment Units	Interior Door, Wood Hollow-Core Sliding, Replace	15	15	0	257	EA	x											
C1021	Apartment Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	2089	EA	x											
C1021	throughout	Interior Door, Steel, Replace	25	11	14	50	EA												
C1031	Restroom	Toilet Partitions, Metal Overhead-Braced, Replace	20	20	0	6	EA	x											
C3012	Apartment Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	280834	SF	x								x			
C3012	Throughout building	Interior Wall Finish, Concrete/Masonry, Prep & Paint	8	8	0	103818	SF	x								x			
C3012	Throughout building	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF	x											
C3024	Apartment Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	257733	SF	x											
C3024	Throughout building	Interior Floor Finish, Quarry Tile, Replace	50	50	0	2770	SF	x											
C3024	Apartment Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	23165	SF	x											
C3024	Restrooms	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	1000	SF	x											
C3024	Throughout building	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	65959	SF	x											
C3031	Throughout building	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	69879	SF	x										x	
D1011	Elevator	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA	x											
D1011	Elevator	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	2	EA	x											
D1019	Elevator	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA	x											
D2011	Apartment Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	439	EA	x											
D2011	Restrooms	Toilet, Tankless (Water Closet), Replace	20	8	12	6	EA												
D2012	restrooms	Urinal, Vitreous China, Replace	20	10	10	3	EA											x	
D2014	Restrooms	Sink/Lavatory, Enameled Steel, Replace	20	20	0	8	EA	x											
D2014	apartments	Sink/Lavatory, Vitreous China, Replace	20	20	0	455	EA	x											
D2015	Apartment Units	Bathtub, Enameled Steel, Replace	20	10	10	371	EA											x	
D2017	Apartment Units	Shower, Fiberglass, Replace	20	20	0	186	EA	x											
D2017	Apartment Units	Shower, Fiberglass, Replace	20	20	0	185	EA	x											
D2029	Basement 447 & 475	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	45	0	356320	SF	x											
D2043	basement	Sump Pump, 3 HP, Replace	15	15	0	5	EA	x											
D3021	Boiler Rooms	Boiler, 1500 MBH, Replace	30	13	17	12	EA												
D3042	rooftop	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	125	EA	x											
D3044	Boiler room	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	3	EA	x											

Replacement Reserve with Quantities

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Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
D3051	living space bedrooms	Radiator, Cast Iron, Replace	50	50	0	1217	EA	x											
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	356320	SF	x											
D5012	throughout	Circuit Breaker, Main, 1 Phase, 600 V, 1,200 Amp, Replace	50	50	0	22	EA	x											
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	45	0	356320	SF	x											
D5019	Apartment Units	Load Center, 120 / 240 V, 50 Amp to 100 Amp, Single Phase Residential,	30	10	20	371	EA												
D5022	apartments	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	20	0	826	EA	x											
D5022	Building exterior	Metal Halide Lighting Fixture w/ Electronic Ballast, Wall Mount, 150 W,	20	20	0	60	EA	x											
D5022	apartments	Compact Fluorescent Lighting Fixture, Ballast, 32 W, Replace	20	20	0	1588	EA	x											
D5022	building common lighting	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	20	0	1045	EA	x											
D5022	Building exterior	Flood Light, Exterior, 100 W, Replace	20	20	0	75	EA	x											
D5037	All bedrooms and all levels	Smoke/Carbon Monoxide Detector (In House), , Replace	15	15	0	870	EA	x											
D5037	bldg	Fire Alarm Control Panel, Multiplex, Replace	15	15	0	1	EA	x											
E1094	360 nostrand community	Residential Appliances, Range, Gas, Replace	15	15	0	1	EA	x											
E1094	360 nostrand community	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	1	EA	x											
E1094	Apartment Units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	371	EA	x											
E1094	Apartment Units	Residential Appliances, Range, Gas, Replace	15	15	0	371	EA	x											
E2012	apartments	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	3710	LF	x											
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	3710	LF	x										x	
G2012	Site	Roadways, Concrete Curb & Gutter, Replace	25	14	11	2000	LF												x
G2031	Site	Pedestrian Pavement (between buildings), Asphalt, Seal	5	5	0	15500	SF	x					x					x	
G2031	Site	Pedestrian Pavement, Sidewalk, Asphalt, Overlay	25	12	13	15500	SF												
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	15	15	3500	SF												
G2041	Site	Fences & Gates, Painted Surface, Prep & Paint	10	10	0	3200	SF	x										x	
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	10	20	3200	LF												
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	25	EA	x											
G2045	Site	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	20	5	15	34	EA												
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	500	SF	x											
G2047	Site	Play Structure, Medium, Replace	20	6	14	3	EA												
G2047	Site	Play Surfaces & Sports Courts, Poured-in-place Rubber, Replace	20	6	14	500	SF												
P000X	Building 435/441 Gates	Engineer, Structural, General, Design	0	0	0	1	EA	x											
P000X	all buildings	Engineer, Electrical, General, Study	0	0	0	1	EA	x											
X101X	Armstrong I	ECM, External Air Leakage In Commercial Buildings, Control, Upgrade	25	25	0	1	SF	x											
X103X	kitchens and baths	ECM, Low Flow Faucet Aerators, Install	20	0	20	742	EA												
Z107X	Accessiblity	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	19	EA	x											
Z107X	Apartments	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	7	EA	x											

Replacement Reserve with Quantities

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2030	2031	2032	2033	2034	2035	2036	2037	2038
Armstrong I																
B1015	Building exterior	Exterior Stairs, Metal, Refinish	10	0	10	12000	SF									x
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 1-2 Stories, Repoint	25	25	0	290400	SF									
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 3+ Stories, Repair/Repoint	0	0	0	6000	SF									
B2011	Building Exterior	Exterior Wall, Concrete Cast-in-Place, 3+ Stories, Replace	40	40	0	4000	SF									
B2021	Apartment Units	Window, SF, Replace	30	30	0	1266	EA									
B2021	Building Exterior	Window, SF, Replace	30	30	0	3	EA									
B2021	Building Exterior	Window, SF, Replace	30	30	0	1	EA									
B2021	Apartment Units	Window, SF, Replace	30	20	10	747	EA									
B2023	Building Exterior	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	20	10	250	SF									
B2031	front doors	Exterior Door, Fully-Glazed Aluminum-Framed Swinging, Replace	30	30	0	10	EA									
B2032	service doors	Exterior Door, Steel Insulated, Replace	25	25	0	14	EA									
B2032	Apartment Units	Exterior Door, Steel Insulated, Replace	25	25	0	398	EA									
B3011	Roof	Roof, Modified Bituminous, Replace	20	5	15	29500	SF				x					
B3011	Roof	Roof, Built-Up, Replace	20	3	17	62500	SF						x			
C1021	Apartment Units	Interior Door, Bi-Fold, Replace	15	15	0	650	EA				x					
C1021	Apartment Units	Interior Door, Wood Hollow-Core Sliding, Replace	15	15	0	257	EA				x					
C1021	Apartment Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	2089	EA									x
C1021	throughout	Interior Door, Steel, Replace	25	11	14	50	EA			x						
C1031	Restroom	Toilet Partitions, Metal Overhead-Braced, Replace	20	20	0	6	EA									x
C3012	Apartment Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	280834	SF					x				
C3012	Throughout building	Interior Wall Finish, Concrete/Masonry, Prep & Paint	8	8	0	103818	SF					x				
C3012	Throughout building	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF									
C3024	Apartment Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	257733	SF				x					
C3024	Throughout building	Interior Floor Finish, Quarry Tile, Replace	50	50	0	2770	SF									
C3024	Apartment Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	23165	SF				x					
C3024	Restrooms	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	1000	SF									
C3024	Throughout building	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	65959	SF				x					
C3031	Throughout building	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	69879	SF									x
D1011	Elevator	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA									x
D1011	Elevator	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	2	EA									
D1019	Elevator	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA				x					
D2011	Apartment Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	439	EA									x
D2011	Restrooms	Toilet, Tankless (Water Closet), Replace	20	8	12	6	EA	x								
D2012	restrooms	Urinal, Vitreous China, Replace	20	10	10	3	EA									
D2014	Restrooms	Sink/Lavatory, Enameled Steel, Replace	20	20	0	8	EA									x
D2014	apartments	Sink/Lavatory, Vitreous China, Replace	20	20	0	455	EA									x
D2015	Apartment Units	Bathtub, Enameled Steel, Replace	20	10	10	371	EA									
D2017	Apartment Units	Shower, Fiberglass, Replace	20	20	0	186	EA									x
D2017	Apartment Units	Shower, Fiberglass, Replace	20	20	0	185	EA									x
D2029	Basement 447 & 475	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	45	0	356320	SF									
D2043	basement	Sump Pump, 3 HP, Replace	15	15	0	5	EA				x					
D3021	Boiler Rooms	Boiler, 1500 MBH, Replace	30	13	17	12	EA						x			
D3042	rooftop	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	125	EA				x					
D3044	Boiler room	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	3	EA									x

Replacement Reserve with Quantities

Armstrong I

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2030	2031	2032	2033	2034	2035	2036	2037	2038
D3051	living space bedrooms	Radiator, Cast Iron, Replace	50	50	0	1217	EA									
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	356320	SF									
D5012	throughout	Circuit Breaker, Main, 1 Phase, 600 V, 1,200 Amp, Replace	50	50	0	22	EA									
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	45	0	356320	SF									
D5019	Apartment Units	Load Center, 120 / 240 V, 50 Amp to 100 Amp, Single Phase Residential,	30	10	20	371	EA									x
D5022	apartments	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	20	0	826	EA									x
D5022	Building exterior	Metal Halide Lighting Fixture w/ Electronic Ballast, Wall Mount, 150 W,	20	20	0	60	EA									x
D5022	apartments	Compact Fluorescent Lighting Fixture, Ballast, 32 W, Replace	20	20	0	1588	EA									x
D5022	building common lighting	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	20	0	1045	EA									x
D5022	Building exterior	Flood Light, Exterior, 100 W, Replace	20	20	0	75	EA									x
D5037	All bedrooms and all levels	Smoke/Carbon Monoxide Detector (In House), , Replace	15	15	0	870	EA				x					
D5037	bldg	Fire Alarm Control Panel, Multiplex, Replace	15	15	0	1	EA				x					
E1094	360 nostrand community	Residential Appliances, Range, Gas, Replace	15	15	0	1	EA				x					
E1094	360 nostrand community	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	1	EA				x					
E1094	Apartment Units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	371	EA				x					
E1094	Apartment Units	Residential Appliances, Range, Gas, Replace	15	15	0	371	EA				x					
E2012	apartments	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	3710	LF									x
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	3710	LF									x
G2012	Site	Roadways, Concrete Curb & Gutter, Replace	25	14	11	2000	LF									
G2031	Site	Pedestrian Pavement (between buildings), Asphalt, Seal	5	5	0	15500	SF				x					x
G2031	Site	Pedestrian Pavement, Sidewalk, Asphalt, Overlay	25	12	13	15500	SF		x							
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	15	15	3500	SF				x					
G2041	Site	Fences & Gates, Painted Surface, Prep & Paint	10	10	0	3200	SF									x
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	10	20	3200	LF									x
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	25	EA									x
G2045	Site	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	20	5	15	34	EA				x					
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	500	SF									x
G2047	Site	Play Structure, Medium, Replace	20	6	14	3	EA			x						
G2047	Site	Play Surfaces & Sports Courts, Poured-in-place Rubber, Replace	20	6	14	500	SF			x						
P000X	Building 435/441 Gates	Engineer, Structural, General, Design	0	0	0	1	EA									
P000X	all buildings	Engineer, Electrical, General, Study	0	0	0	1	EA									
X101X	Armstrong I	ECM, External Air Leakage In Commercial Buildings, Control, Upgrade	25	25	0	1	SF									
X103X	kitchens and baths	ECM, Low Flow Faucet Aerators, Install	20	0	20	742	EA									x
Z107X	Accessiblity	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	19	EA									
Z107X	Apartments	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	7	EA									

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	260 Lexington Avenue, New York, Kings County, New York 11216	
Year constructed:	10/31/17/974	
Current owner of property:	New York Housing Authority	
Management Point of Contact:	Lyonnel Changeau Property Manager with New York Housing 718-636-9168 phone	
Property type:	Residential	
Site area:	3.72 Acres	
Gross floor area:	249,320 Square Feet	
Net Leasable area:	183,722 Square Feet	
Number of buildings:	5	
Number of stories:	4 stories	
Parking type and number of spaces:	On street parking only	
Building construction:	Concrete framed with pier footings below grade CMU basement walls CMU load bearing walls with concrete posts/columns Concrete beams for horizontal support with wood joists Upper floor and roof decking are concrete with OSB	
Roof construction:	Flat roofs with built-up membrane with ballast Flat roofs with modified bituminous	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	None	
Dates of visit:	09/19/2018	

Summary of Physical Needs Assessment:

On-site amenities consist of a basketball court and 3 playground structures.

Generally, the property was constructed within industry standards, has been fairly maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG information regarding maintenance procedures and capital repair/s during the past three years. There have been no upgrades.

There are a number of Critical Repairs, Rehabilitation Needs and Long- Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

The following Critical Repair items were observed:

- Per the NFPA 101 requirements, smoke detectors are not located at appropriate locations. Smoke detectors are required in every bedroom, in the immediate vicinity of the bedrooms outside of the bedroom, and on all levels of the dwelling unit. Additionally, the smoke detectors must be hard-wired, or the battery operated-type must have 10-year life, be tamper resistant, and are not interchangeable with appliances or toys. As such, smoke detector installation is required in all of the above noted locations. The cost for this work is included in the 20 Year Reserve Schedule.

1.1. FOLLOW UP RECOMMENDATIONS

Conditions observed require the following detailed studies:

- The panel boxes in the buildings are fuse panels with active fuses. An electric study needs to be completed to address the transition from fuses to breakers.
- An engineer study should be done to determine the cause of water infiltration and structural cracks and movement in the stairwells of building’s 1, 2, 3, and 6. The block walls show signs of movement. The paint on the walls shows signs of blistering due to water infiltration.

Replacement Reserve with Quantities

Armstrong II

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
B1012	Unit 3A	Structural Flooring/Decking, Wood, Repair	0	0	0	100	SF	x										
B1012	Unit 4B	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF	x										
B1012	Unit 1A	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF	x										
B1012	Unit 2B	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF	x										
B1015	exterior of buildings	Exterior Stairs, Metal, Replace	40	30	10	600	SF											x
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 1-2 Stories, Repoint	25	25	0	132000	SF	x										
B2011	Building Exterior	Exterior Wall, Concrete, 3+ Stories, Repair	0	0	* 0	4000	SF			x								
B2021	Building Exterior	Window, SF, Replace	30	10	20	180	EA											
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	10	20	851	EA											
B2021	Building Exterior	Window, SF, Replace	30	10	20	851	EA											
B2032	Apartment Units	Exterior Door, Steel Insulated, Replace	25	15	10	248	EA											x
B2032	Building Exterior	Exterior Door, Steel, Replace	25	5	20	40	EA											
B3011	Roof	Roof, Clay/Concrete Tile, Repair	0	0	0	100	SF	x										
B3011	Roof	Roof, Modified Bituminous, Replace	20	5	15	76400	SF											
B3011	Roof	Roof, Built-Up, Replace	20	3	17	18258	SF											
C1021	throughout	Interior Door, Steel, Replace	25	25	0	200	EA	x										
C1021	Apartment Units	Interior Door, Wood Hollow-Core, Replace	20	7	13	2138	EA											
C2011	Site	Interior Stairs, Metal, Refinish	5	50	0	1500	SF	x					x					x
C3012	Apartment Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	361514	SF	x								x		
C3012	Unit 2B	Interior Wall Finish, Gypsum Board/Plaster, Replace	40	40	0	200	SF	x										
C3012	throughout	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	10000	SF	x								x		
C3012	1st level	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF	x										
C3012	Apartment Units	Interior Wall Finish, Ceramic Tile, Replace	25	15	10	12466	SF											x
C3024	Lobbies	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	500	SF	x										
C3024	Unit 4A	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	90	SF	x										
C3024	Unit 2B	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	100	SF	x										
C3024	Apartment Units	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	24932	SF	x										
C3024	Unit 3A	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	55	SF	x										
C3024	Unit 4B	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	100	SF	x										
C3024	Apartment Lobbies	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	4	11	2800	SF											
C3031	Unit 3B	Interior Ceiling Finish, Gypsum Board/Plaster, Repair	0	0	0	100	SF	x										
C3031	apartments	Interior Ceiling Finish, Gypsum Board/Plaster, Prep & Paint	10	10	0	249220	SF	x										x
C3031	Throughout building	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	5000	SF	x										x
D2011	Apartment Units	Toilet, Flush Tank (Water Closet), Replace	20	8	12	289	EA											
D2014	Apartment Units	Sink/Lavatory, Porcelain Enamel, Cast Iron, Replace	20	20	0	16	EA	x										
D2014	Apartment Units	Sink/Lavatory, Enameled Steel, Replace	20	20	0	273	EA	x										
D2015	Apartments	Bathtub & Shower Enclosure, Fiberglass, Replace	20	20	0	50	EA	x										
D2015	Apartment Units	Bathtub & Shower Enclosure, Fiberglass, Replace	20	9	11	198	EA											
D2015	Apartment Units	Bathtub, Enameled Steel, Replace	20	9	11	248	EA											
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	249320	SF	x										
D2043	basement	Sump Pump, 3 HP, Replace	15	15	0	3	EA	x										
D3021	Mechanical room	Boiler, 1000 - 2000 MBH, Replace	30	13	17	2	EA											
D3021	Mechanical room	Boiler, Dual Fuel, 2.100 to 4,000 MBH, Replace	30	13	17	2	EA											

Replacement Reserve with Quantities

Armstrong II																		
Uniformat	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
D3042	Roof	Exhaust Fan, 251 - 800 CFM, Replace	15	15	0	119	EA	x										
D3044	Boiler room	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	2	EA	x										
D3051	living space bedrooms	Radiator, Cast Iron, Replace	50	35	15	758	EA											
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	249320	SF	x										
D5012	throughout	Circuit Breaker, Main, 1 Phase, 600 V, 1,200 Amp, Replace	50	50	0	10	EA	x										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	249320	SF	x										
D5019	Apartment Units	Load Center, 120 / 240 V, 50 Amp to 100 Amp, Single Phase Residential, Replace	30	10	20	248	EA											
D5021	Unit kitchens	Receptacle, Ground Fault Circuit Interrupter (GFCI), 15-20 Amp, Replace	20	20	0	248	EA	x										
D5022	Building exterior	Flood Light, Exterior, 100 W, Replace	20	20	0	36	EA	x										
D5022	apartments	Compact Fluorescent Lighting Fixture, Ballast, 32 W, Replace	20	7	13	1193	EA											
D5022	Throughout building	Fluorescent Lighting Fixture, 25 WATT, Replace	20	6	14	200	EA											
D5022	apartment bathroom	Fluorescent Lighting Fixture, 25 WATT, Replace	20	6	14	537	EA											
D5037	All bedrooms and all levels	Smoke/Carbon Monoxide Detector (In House), , Replace	15	15	0	551	EA	x										
E1094	Apartment Units	Residential Appliances, Range, Gas, Replace	15	15	0	248	EA	x										
E1094	Apartment Units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	248	EA	x										
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1160	LF	x										x
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	160	LF	x										x
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	1388	LF	x										
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1160	LF	x										x
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	1388	LF	x										
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	200	LF	x										
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	25	SF	x										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	15	15	10000	LF											
G2041	Site	Fences & Gates, Chain Link, 4' High, Replace	30	10	20	150	LF											
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	5	15	1	EA											
G2045	Site	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	20	10	10	8	EA											x
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	6	EA											
G2047	playgound surfaces	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	300	SF	x										
G2047	Site	Play Structure, Medium, Replace	20	20	0	3	EA	x										
P000X	Buillding electrical	Engineer, Electrical, General, Study	0	0	0	1	EA	x										
P000X	Unit 2A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF	x										
P000X	Unit 3B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF	x										
P000X	Interiors	Engineer, Civil, General, Study	0	0	0	1	EA	x										
P000X	Unit 2B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF	x										
P000X	Unit 4B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF	x										
P000X	Unit 1B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF	x										
P000X	Unit 3A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF	x										
P000X	Unit 4A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF	x										
Z107X	apartments	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	5	EA	x										
Z107X	apartments	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	12	EA	x										

Replacement Reserve with Quantities

Armstrong II

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
B1012	Unit 3A	Structural Flooring/Decking, Wood, Repair	0	0	0	100	SF										
B1012	Unit 4B	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF										
B1012	Unit 1A	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF										
B1012	Unit 2B	Structural Flooring/Decking, Wood, Repair	0	0	0	55	SF										
B1015	exterior of buildings	Exterior Stairs, Metal, Replace	40	30	10	600	SF										
B2011	Building Exterior	Exterior Wall, Brick or Brick Veneer, 1-2 Stories, Repoint	25	25	0	132000	SF										
B2011	Building Exterior	Exterior Wall, Concrete, 3+ Stories, Repair	0	0	* 0	4000	SF										
B2021	Building Exterior	Window, SF, Replace	30	10	20	180	EA										x
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	10	20	851	EA										x
B2021	Building Exterior	Window, SF, Replace	30	10	20	851	EA										x
B2032	Apartment Units	Exterior Door, Steel Insulated, Replace	25	15	10	248	EA										
B2032	Building Exterior	Exterior Door, Steel, Replace	25	5	20	40	EA										x
B3011	Roof	Roof, Clay/Concrete Tile, Repair	0	0	0	100	SF										
B3011	Roof	Roof, Modified Bituminous, Replace	20	5	15	76400	SF					x					
B3011	Roof	Roof, Built-Up, Replace	20	3	17	18258	SF							x			
C1021	throughout	Interior Door, Steel, Replace	25	25	0	200	EA										
C1021	Apartment Units	Interior Door, Wood Hollow-Core, Replace	20	7	13	2138	EA			x							
C2011	Site	Interior Stairs, Metal, Refinish	5	50	0	1500	SF					x					x
C3012	Apartment Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	361514	SF						x				
C3012	Unit 2B	Interior Wall Finish, Gypsum Board/Plaster, Replace	40	40	0	200	SF										
C3012	throughout	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	10000	SF						x				
C3012	1st level	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF										
C3012	Apartment Units	Interior Wall Finish, Ceramic Tile, Replace	25	15	10	12466	SF										
C3024	Lobbies	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	500	SF										
C3024	Unit 4A	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	90	SF					x					
C3024	Unit 2B	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	100	SF					x					
C3024	Apartment Units	Interior Floor Finish, Ceramic Tile, Replace	50	50	0	24932	SF										
C3024	Unit 3A	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	55	SF					x					
C3024	Unit 4B	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	100	SF					x					
C3024	Apartment Lobbies	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	4	11	2800	SF	x									
C3031	Unit 3B	Interior Ceiling Finish, Gypsum Board/Plaster, Repair	0	0	0	100	SF										
C3031	apartments	Interior Ceiling Finish, Gypsum Board/Plaster, Prep & Paint	10	10	0	249220	SF										x
C3031	Throughout building	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	5000	SF										x
D2011	Apartment Units	Toilet, Flush Tank (Water Closet), Replace	20	8	12	289	EA		x								
D2014	Apartment Units	Sink/Lavatory, Porcelain Enamel, Cast Iron, Replace	20	20	0	16	EA										x
D2014	Apartment Units	Sink/Lavatory, Enameled Steel, Replace	20	20	0	273	EA										x
D2015	Apartments	Bathtub & Shower Enclosure, Fiberglass, Replace	20	20	0	50	EA										x
D2015	Apartment Units	Bathtub & Shower Enclosure, Fiberglass, Replace	20	9	11	198	EA	x									
D2015	Apartment Units	Bathtub, Enameled Steel, Replace	20	9	11	248	EA	x									
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	249320	SF										
D2043	basement	Sump Pump, 3 HP, Replace	15	15	0	3	EA					x					
D3021	Mechanical room	Boiler, 1000 - 2000 MBH, Replace	30	13	17	2	EA							x			
D3021	Mechanical room	Boiler, Dual Fuel, 2.100 to 4,000 MBH, Replace	30	13	17	2	EA							x			

Replacement Reserve with Quantities

Armstrong II

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
D3042	Roof	Exhaust Fan, 251 - 800 CFM, Replace	15	15	0	119	EA					x					
D3044	Boiler room	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	2	EA										x
D3051	living space bedrooms	Radiator, Cast Iron, Replace	50	35	15	758	EA					x					
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	249320	SF										
D5012	throughout	Circuit Breaker, Main, 1 Phase, 600 V, 1,200 Amp, Replace	50	50	0	10	EA										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	249320	SF										
D5019	Apartment Units	Load Center, 120 / 240 V, 50 Amp to 100 Amp, Single Phase Residential, Replace	30	10	20	248	EA										x
D5021	Unit kitchens	Receptacle, Ground Fault Circuit Interrupter (GFCI), 15-20 Amp, Replace	20	20	0	248	EA										x
D5022	Building exterior	Flood Light, Exterior, 100 W, Replace	20	20	0	36	EA										x
D5022	apartments	Compact Fluorescent Lighting Fixture, Ballast, 32 W, Replace	20	7	13	1193	EA			x							
D5022	Throughout building	Fluorescent Lighting Fixture, 25 WATT, Replace	20	6	14	200	EA				x						
D5022	apartment bathroom	Fluorescent Lighting Fixture, 25 WATT, Replace	20	6	14	537	EA				x						
D5037	All bedrooms and all levels	Smoke/Carbon Monoxide Detector (In House), , Replace	15	15	0	551	EA					x					
E1094	Apartment Units	Residential Appliances, Range, Gas, Replace	15	15	0	248	EA					x					
E1094	Apartment Units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	248	EA					x					
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1160	LF										x
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	160	LF										x
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	1388	LF										x
E2012	Apartment Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1160	LF										x
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	1388	LF										x
E2012	Apartment Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	200	LF										x
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	25	SF										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	15	15	10000	LF					x					
G2041	Site	Fences & Gates, Chain Link, 4' High, Replace	30	10	20	150	LF										x
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	5	15	1	EA					x					
G2045	Site	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	20	10	10	8	EA										
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	6	EA		x								
G2047	playgound surfaces	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	300	SF										x
G2047	Site	Play Structure, Medium, Replace	20	20	0	3	EA										x
P000X	Buillding electrical	Engineer, Electrical, General, Study	0	0	0	1	EA										
P000X	Unit 2A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF										
P000X	Unit 3B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF										
P000X	Interiors	Engineer, Civil, General, Study	0	0	0	1	EA										
P000X	Unit 2B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF										
P000X	Unit 4B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	100	SF										
P000X	Unit 1B	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF										
P000X	Unit 3A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF										
P000X	Unit 4A	Mold/Biological Growth, Remediation, Prepare and Clean/Remove	0	0	0	75	SF										
Z107X	apartments	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	5	EA										
Z107X	apartments	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	12	EA										

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	572 Warren Street, Brooklyn, Kings County, New York 11217	
Year constructed:	1971	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	Ms. Polina Bakhteiarov 212.306.4026 phone Polina.Bakhteiarov@nycha.nyc.gov	
Property type:	Residential	
Site area:	1.9 Acres	
Gross floor area:	171,180 Square Feet	
Net Leasable area:	145,500 Square Feet	
Number of buildings:	Two – connected by demising wall	
Number of stories:	6	
Parking type and number of spaces:	45 spaces in open lots	
Building construction:	Cast in place concrete	
Roof construction:	Flat roofs with built-up membrane.	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Hydrants, smoke detectors, alarms, and extinguishers.	
Dates of visit:	September 7, 2018	

Summary of Physical Needs Assessment:

On-site amenities consist of a playground and daycare center

Generally, the property was constructed within industry standards, has been well maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG information regarding maintenance procedures and capital repair/s during the past three years. These upgrades include:

- New parking lot surface, sealing and striping

EMG's cost evaluation takes into consideration these previous improvements, the quality as well as the level of maintenance and workmanship at the subject property. EMG did not observe elements of the reported work during the site reconnaissance.

There are a number of Critical Repairs, Rehabilitation Needs and Long Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

The following Critical Repair item was observed:

- Replacement of Federal Pacific Stab-Loc electric panels

Property Management indicated that the property received a REAC Score of 78.0 on August 2018.

Replacement Reserve with Quantities

572 Warren Street

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
B1015	Building exterior	Fire Escapes, Metal, Refinish	10	10	0	25000	LF	x										x	
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	19	11	1150	EA												x
B2031	Building Exterior	Exterior Door, Fully-Glazed Aluminum-Framed Swinging Motor-Operated, Replace	30	30	0	8	EA	x											
B2039	Apartments	Fire escape gate, Wrought Iron gate, Replace	25	25	0	200	EA	x											
B3011	Roof	Roof, Built-Up, Replace	20	20	0	29850	SF	x											
C1021	Apartment entry	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	200	EA	x											
C1021	Apartment	Interior Door, Wood Hollow-Core, Replace	20	20	0	465	EA	x											
C3012	Unit 2C	Interior Wall Finish, Gypsum Board/Plaster, Replace	40	40	0	500	SF	x											
C3012	Apartment	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	203700	SF	x								x			
C3012	Common area	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	31000	SF	x								x			
C3024	Lobby	Interior Floor Finish, Terrazzo, Replace	50	50	0	8500	SF	x											
C3024	Common areas	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	17180	SF	x											
C3024	Apartments	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	145500	SF	x											
C3031	Common areas	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	25680	SF	x										x	
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	145500	SF	x										x	
D1011	574 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA	x										x	
D1011	572 Penthouse	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA	x											
D1011	574 Penthouse	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA	x											
D1011	572 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA	x											
D1011	572 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA	x											
D1011	574 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA	x											
D1019	574	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA	x											
D1019	572	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA	x											
D2011	Apartment bathroom	Toilet, Flush Tank (Water Closet), Replace	20	20	0	210	EA	x											
D2014	Apartment bathroom	Sink/Lavatory, Enameled Steel, Replace	20	20	0	210	EA	x											
D2014	Apartment kitchen	Sink/Lavatory, Stainless Steel, Replace	20	20	0	200	EA	x											
D2017	Apartment bathroom	Shower, Fiberglass, Replace	20	20	0	200	EA	x											
D2023	Boiler room	Water Storage Tank, 501 to 1,000 GAL, Replace	20	4	16	1	EA												
D2023	Boiler	Water Storage Tank, 501 to 1,000 GAL, Replace	20	4	16	1	EA												
D2023	Boiler room	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	3	19	1	EA												
D2023	Boiler room	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	3	19	1	EA												
D2029	Apartment	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	171180	SF	x											
D3021	Boiler room	Boiler, Gas, 4,201 to 10,000 MBH, Replace	25	25	0	1	EA	x											
D3021	Boiler room	Boiler, Gas, 4,201 to 10,000 MBH, Replace	25	25	0	1	EA	x											
D3023	Boiler room	Heat Exchanger, Steam-to-Water, 106 to 130 GPM, Replace	35	24	11	1	EA												x
D3042	Roof	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	35	EA	x											
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	2800	LF	x											
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	171180	SF	x											
D5012	Electric room	Circuit Breaker, Main, 208 Y, 120 V, 1,400 Amp, Replace	50	50	0	1	EA	x											
D5012	Electrical room	Circuit Breaker, Main, 208 Y, 120 V, 1,200 Amp, Replace	50	50	0	1	EA	x											
D5012	Apartment	Circuit Breaker, 3 Phase, 600 V, 100 Amp, Replace	50	50	0	200	EA	x											
D5012	Electrical room	Circuit Breaker, Main, 208 Y, 120 V, 1,200 Amp, Replace	50	50	0	1	EA	x											
D5019	572 Warren Street	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	171180	SF	x											
D5029	Throughout building	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	171180	SF	x											
E1094	Apartment kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	200	EA	x											
E1094	Apartment kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	200	EA	x											
E2012	Apartment kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	2000	LF	x										x	
E2012	Apartment kitchen	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	2000	LF	x											
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	17250	SF	x					x					x	
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	20	10	6500	SF											x	
G2047	Site	Play Structure, Medium, Replace	20	5	15	1	EA												

Replacement Reserve with Quantities

572 Warren Street																	
Uniformat	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
B1015	Building exterior	Fire Escapes, Metal, Refinish	10	10	0	25000	LF									x
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	19	11	1150	EA									
B2031	Building Exterior	Exterior Door, Fully-Glazed Aluminum-Framed Swinging Motor-Operated, Replace	30	30	0	8	EA									
B2039	Apartments	Fire escape gate, Wrought Iron gate, Replace	25	25	0	200	EA									
B3011	Roof	Roof, Built-Up, Replace	20	20	0	29850	SF									x
C1021	Apartment entry	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	200	EA									x
C1021	Apartment	Interior Door, Wood Hollow-Core, Replace	20	20	0	465	EA									x
C3012	Unit 2C	Interior Wall Finish, Gypsum Board/Plaster, Replace	40	40	0	500	SF									
C3012	Apartment	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	203700	SF					x				
C3012	Common area	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	31000	SF					x				
C3024	Lobby	Interior Floor Finish, Terrazzo, Replace	50	50	0	8500	SF									
C3024	Common areas	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	17180	SF				x					
C3024	Apartments	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	145500	SF				x					
C3031	Common areas	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	25680	SF									x
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	145500	SF									x
D1011	574 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA									
D1011	572 Penthouse	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA									x
D1011	574 Penthouse	Elevator Controls, Automatic, 1 or 2 Car Cluster,	20	20	0	2	EA									x
D1011	572 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA									
D1011	572 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA									
D1011	574 Penthouse	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA									
D1019	574	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA				x					
D1019	572	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	2	EA				x					
D2011	Apartment bathroom	Toilet, Flush Tank (Water Closet), Replace	20	20	0	210	EA									x
D2014	Apartment bathroom	Sink/Lavatory, Enameled Steel, Replace	20	20	0	210	EA									x
D2014	Apartment kitchen	Sink/Lavatory, Stainless Steel, Replace	20	20	0	200	EA									x
D2017	Apartment bathroom	Shower, Fiberglass, Replace	20	20	0	200	EA									x
D2023	Boiler room	Water Storage Tank, 501 to 1,000 GAL, Replace	20	4	16	1	EA					x				
D2023	Boiler	Water Storage Tank, 501 to 1,000 GAL, Replace	20	4	16	1	EA					x				
D2023	Boiler room	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	3	19	1	EA								x	
D2023	Boiler room	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	3	19	1	EA								x	
D2029	Apartment	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	171180	SF									
D3021	Boiler room	Boiler, Gas, 4,201 to 10,000 MBH, Replace	25	25	0	1	EA									
D3021	Boiler room	Boiler, Gas, 4,201 to 10,000 MBH, Replace	25	25	0	1	EA									
D3023	Boiler room	Heat Exchanger, Steam-to-Water, 106 to 130 GPM, Replace	35	24	11	1	EA									
D3042	Roof	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	35	EA				x					
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	2800	LF									
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	171180	SF									
D5012	Electric room	Circuit Breaker, Main, 208 Y, 120 V, 1,400 Amp, Replace	50	50	0	1	EA									
D5012	Electrical room	Circuit Breaker, Main, 208 Y, 120 V, 1,200 Amp, Replace	50	50	0	1	EA									
D5012	Apartment	Circuit Breaker, 3 Phase, 600 V, 100 Amp, Replace	50	50	0	200	EA									
D5012	Electrical room	Circuit Breaker, Main, 208 Y, 120 V, 1,200 Amp, Replace	50	50	0	1	EA									
D5019	572 Warren Street	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	171180	SF									
D5029	Throughout building	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	171180	SF									
E1094	Apartment kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	200	EA				x					
E1094	Apartment kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	200	EA				x					
E2012	Apartment kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	2000	LF									x
E2012	Apartment kitchen	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	2000	LF									x
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	17250	SF				x					x
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	20	10	6500	SF									
G2047	Site	Play Structure, Medium, Replace	20	5	15	1	EA				x					

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	440 Berry Street, South 9th and 10th Streets, Brooklyn, Kings County, New York 11249	
Year constructed:	1995	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	NYCHA, Polina Bakhteiarov 212.306.4026 phone Polina.Bakhteiarov@nycha.nyc.gov	
Property type:	Residential	
Site area:	2.97 Acres	
Gross floor area:	149,363 Square Feet	
Net Leasable area:	134,427 Square Feet	
Number of buildings:	4	
Number of stories:	3/6	
Parking type and number of spaces:	38 spaces in open lots	
Building construction:	Steel frame with concrete-topped metal decks.	
Roof construction:	Flat roofs with built-up membrane and stone ballast.	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Hydrants, smoke detectors, alarms, strobes, extinguishers, pull stations, alarm panel, exit signs.	
Dates of visit:	September 6, 2018	

Summary of Physical Needs Assessment:

On-site amenities consist of a courtyard and playground.

Generally, the property was constructed within industry standards, has been well maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG information regarding maintenance procedures and capital repair/s during the past three years. These upgrades include:

- New hot water storage tank at building

EMG's cost evaluation takes into consideration these previous improvements, the quality as well as the level of maintenance and workmanship at the subject property. EMG observed elements of the reported work during the site reconnaissance.

There are a number of Rehabilitation Needs and Long Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

No Critical Repair items were observed on the property.

Property Management indicated that the property received a REAC Score.

Replacement Reserve with Quantities

Berry Street/South 9th Street

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
B1015	Common areas	Exterior Stair/Ramp Rails, Metal, Refinish	10	10	0	3200	LF	x									
B2021	Building Exterior	Window, Aluminum Double-Glazed Gas-Filled 12 SF, 3+ Stories, Replace	30	30	0	750	EA	x									
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	12	EA	x									
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	28	EA	x									
B2034	Building Exterior	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	23	12	1	EA										
B2034	Building Exterior	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	23	12	2	EA										
B3011	440 Berry Roof	Roof, Modified Bituminous, Replace	20	20	0	9100	SF	x									
B3011	88 S 10th Roof	Roof, Modified Bituminous, Replace	20	20	0	12000	SF	x									
B3011	50 S 9th Roof	Roof, Modified Bituminous, Replace	20	20	0	9200	SF	x									
B3011	56 S 10th Roof	Roof, Modified Bituminous, Replace	20	20	0	8200	SF	x									
C1021	Apartment entrance	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	150	EA	x									
C1021	Apartment	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	150	EA	x									
C3012	Apartment	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	189500	SF	x								x	
C3024	Apartment	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	133900	SF	x									
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	134427	SF	x									
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	134427	SF	x									
D1011	440 Berry	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA	x									
D1011	440 Berry	Elevator Controls, Automatic, 1 or 2 Car Cluster, Renovate	20	20	0	1	EA	x									
D1019	440 Berry	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	1	EA	x									
D2011	Apartment bathroom	Toilet, Flush Tank (Water Closet), Replace	20	20	0	185	EA	x									
D2014	Apartment bathroom	Sink/Lavatory, Vitreous China, Replace	20	20	0	185	EA	x									
D2015	Apartment bathroom	Bathtub, Enameled Steel, Replace	20	20	0	165	EA	x									
D2017	Apartment bathroom	Shower, Fiberglass, Replace	20	20	0	165	EA	x									
D2021	440 Berry	Backflow Preventer, 2", Replace	15	15	0	1	EA	x									
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA	x									
D2023	440 Berry	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA	x									
D2023	440 Berry	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA	x									
D2023	88th 10th	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA	x									
D2023	88 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA										
D2023	88 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA										
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA										
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA										
D2023	56 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA										
D2023	88 S 10th	Water Storage Tank, 251 to 500 GAL, Replace	20	2	18	1	EA										
D2029	Throughout interior	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	149363	SF	x									
D2043	56 S 10th	Sump Pump, 3 HP, Replace	15	15	0	2	EA	x									
D2043	50 S 9th	Sump Pump, 3 HP, Replace	15	15	0	1	EA	x									
D2043	440 Berry	Sump Pump, 3 HP, Replace	15	15	0	2	EA	x									
D2043	88 S 10th	Sump Pump, 3 HP, Replace	15	15	0	2	EA	x									
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	88 S 10th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	50 S 9th	Boiler, Gas, 2,001 to 2,500 MBH, Replace	25	25	0	1	EA	x									
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	88 S 10th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									

Replacement Reserve with Quantities

Berry Street/South 9th Street

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA	x									
D3042	56 S 10th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	19	EA	x									
D3042	88 S 10th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	15	EA	x									
D3042	440 Berry	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	19	EA	x									
D3042	50 S 9th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	14	EA	x									
D3044	56 S 10th	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA	x									
D3044	56 S 10th	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	1	EA	x									
D3044	440 Berry	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA	x									
D3044	50 S 9th	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA	x									
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	1000	LF	x									
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	100	LF	x									
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	100	LF	x									
D4019	Throughout interior	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	149363	SF	x									
D5012	440 Berry	Distribution Panel, 208 Y, 120 V, 800 Amp, Replace	30	30	0	1	EA	x									
D5012	88 S 10th	Distribution Panel, 480 Y, 277 V, 800 Amp, Replace	30	30	0	1	EA	x									
D5012	56 S 10th	Distribution Panel, 208 Y, 120 V, 400 Amp, Replace	30	30	0	1	EA	x									
D5019	Throughout interior	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	149363	SF	x									
D5029	Throughout interior	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	149363	SF	x									
D5037	440 Berry	Fire Alarm Control Panel, Addressable, Replace	15	15	0	4	EA	x									
E1094	Apartment kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	150	EA	x									
E1094	Apartment kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	150	EA	x									
E2012	Apartment kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1500	LF	x									
E2012	Apartment kitchen	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	10	10	1500	LF										
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	18500	SF	x					x				
G2031	Site	Pedestrian Pavement, Sidewalk, Asphalt, Replace	5	5	0	8000	SF	x					x				
G2041	Site	Fences & Gates, Painted Surface, Prep & Paint	10	10	0	12000	SF	x									
G2041	Site	Fences & Gates, Chain Link, 4' High, Replace	30	30	0	1200	LF	x									
G2047	Site	Play Structure, Medium, Replace	20	6	14	3	EA										
G2047	Site	Play Structure, Medium, Replace	20	0	20	1	EA										
P000X	Unit 3B	Mold/Biological Growth, Remediation, Remove	0	0	0	50	SF	x									

Replacement Reserve with Quantities

Berry Street/South 9th Street

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
B1015	Common areas	Exterior Stair/Ramp Rails, Metal, Refinish	10	10	0	3200	LF	x										x
B2021	Building Exterior	Window, Aluminum Double-Glazed Gas-Filled 12 SF, 3+ Stories, Replace	30	30	0	750	EA											
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	12	EA											
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	28	EA											
B2034	Building Exterior	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	23	12	1	EA			x								
B2034	Building Exterior	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	23	12	2	EA			x								
B3011	440 Berry Roof	Roof, Modified Bituminous, Replace	20	20	0	9100	SF											x
B3011	88 S 10th Roof	Roof, Modified Bituminous, Replace	20	20	0	12000	SF											x
B3011	50 S 9th Roof	Roof, Modified Bituminous, Replace	20	20	0	9200	SF											x
B3011	56 S 10th Roof	Roof, Modified Bituminous, Replace	20	20	0	8200	SF											x
C1021	Apartment entrance	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	150	EA											x
C1021	Apartment	Interior Door, Fire 90-Minutes and Over, Replace	20	20	0	150	EA											x
C3012	Apartment	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	189500	SF							x				
C3024	Apartment	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	133900	SF						x					
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	134427	SF	x										x
C3031	Apartment	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	134427	SF	x										x
D1011	440 Berry	Elevator, Overhead Traction, 2000 to 5000 LB, 6-15 Floors, Renovate	30	30	0	1	EA											
D1011	440 Berry	Elevator Controls, Automatic, 1 or 2 Car Cluster, Renovate	20	20	0	1	EA											x
D1019	440 Berry	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	15	0	1	EA						x					
D2011	Apartment bathroom	Toilet, Flush Tank (Water Closet), Replace	20	20	0	185	EA											x
D2014	Apartment bathroom	Sink/Lavatory, Vitreous China, Replace	20	20	0	185	EA											x
D2015	Apartment bathroom	Bathtub, Enameled Steel, Replace	20	20	0	165	EA											x
D2017	Apartment bathroom	Shower, Fiberglass, Replace	20	20	0	165	EA											x
D2021	440 Berry	Backflow Preventer, 2", Replace	15	15	0	1	EA						x					
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA											
D2023	440 Berry	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA											
D2023	440 Berry	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	22	0	1	EA											
D2023	88th 10th	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA											x
D2023	88 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA			x								
D2023	88 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA			x								
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA			x								
D2023	50 S 9th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA			x								
D2023	56 S 10th	Domestic Boiler, Gas, 801 to 1,400 MBH, Replace	22	10	12	1	EA			x								
D2023	88 S 10th	Water Storage Tank, 251 to 500 GAL, Replace	20	2	18	1	EA									x		
D2029	Throughout interior	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	149363	SF											
D2043	56 S 10th	Sump Pump, 3 HP, Replace	15	15	0	2	EA						x					
D2043	50 S 9th	Sump Pump, 3 HP, Replace	15	15	0	1	EA						x					
D2043	440 Berry	Sump Pump, 3 HP, Replace	15	15	0	2	EA						x					
D2043	88 S 10th	Sump Pump, 3 HP, Replace	15	15	0	2	EA						x					
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	88 S 10th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA		x									
D3021	50 S 9th	Boiler, Gas, 2,001 to 2,500 MBH, Replace	25	25	0	1	EA											
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	88 S 10th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											

Replacement Reserve with Quantities

Berry Street/South 9th Street

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
D3021	440 Berry	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3021	50 S 9th	Boiler, Gas, 1,001 to 2,000 MBH, Replace	25	25	0	1	EA											
D3042	56 S 10th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	19	EA						x					
D3042	88 S 10th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	15	EA						x					
D3042	440 Berry	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	19	EA						x					
D3042	50 S 9th	Exhaust Fan, Centrifugal, 801 to 2,000 CFM, Replace	15	15	0	14	EA						x					
D3044	56 S 10th	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA											x
D3044	56 S 10th	Distribution Pump, Heating Water, 3 HP, Replace	20	20	0	1	EA											x
D3044	440 Berry	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA											x
D3044	50 S 9th	Distribution Pump, Heating Water, 5 HP, Replace	20	20	0	2	EA											x
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	1000	LF											
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	100	LF											
D3051	Apartment	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	100	LF											
D4019	Throughout interior	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	149363	SF											
D5012	440 Berry	Distribution Panel, 208 Y, 120 V, 800 Amp, Replace	30	30	0	1	EA											
D5012	88 S 10th	Distribution Panel, 480 Y, 277 V, 800 Amp, Replace	30	30	0	1	EA											
D5012	56 S 10th	Distribution Panel, 208 Y, 120 V, 400 Amp, Replace	30	30	0	1	EA											
D5019	Throughout interior	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	149363	SF											
D5029	Throughout interior	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	149363	SF											
D5037	440 Berry	Fire Alarm Control Panel, Addressable, Replace	15	15	0	4	EA						x					
E1094	Apartment kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	150	EA						x					
E1094	Apartment kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	150	EA						x					
E2012	Apartment kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	1500	LF	x										x
E2012	Apartment kitchen	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	10	10	1500	LF	x										
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	18500	SF	x					x					x
G2031	Site	Pedestrian Pavement, Sidewalk, Asphalt, Replace	5	5	0	8000	SF	x					x					x
G2041	Site	Fences & Gates, Painted Surface, Prep & Paint	10	10	0	12000	SF	x										x
G2041	Site	Fences & Gates, Chain Link, 4' High, Replace	30	30	0	1200	LF											
G2047	Site	Play Structure, Medium, Replace	20	6	14	3	EA					x						
G2047	Site	Play Structure, Medium, Replace	20	0	20	1	EA											x
P000X	Unit 3B	Mold/Biological Growth, Remediation, Remove	0	0	0	50	SF											

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	518 Greene Avenue Brooklyn, New York 11216	
Year constructed:	1997	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	Ms. Polina Bakhteiarov 212 306 4026 phone Polina.Bakhteiarov@nycha.nyc.gov email	
Property type:	Housing	
Site area:	1.17 Acres	
Gross floor area:	16,354 Square Feet	
Net Leasable area:	14,000 Square Feet	
Number of buildings:	2	
Number of stories:	3	
Parking type and number of spaces:	None	
Building construction:	Conventional wood frame structure on concrete slab with raised floor. Masonry bearing walls and wood-framed roofs.	
Roof construction:	Gabled roofs with asphalt shingles.	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Smoke detectors, and fire extinguishers	
Dates of visit:	August 22, 2018	

Summary of Physical Needs Assessment:

On-site amenities consist of a children's playground.

Generally, the property was constructed within industry standards, and has been maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG information regarding maintenance procedures.

EMG's cost evaluation takes into consideration these previous improvements, the quality as well as the level of maintenance and workmanship at the subject property. EMG observed some elements of the reported work during the site reconnaissance.

No Critical Repair items were observed

1.1. FOLLOW UP RECOMMENDATIONS

No follow up recommendations

Replacement Reserve with Quantities

Marcy/Greene Avenues Site A

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
B2011	Building Exterior	Exterior Wall, Aluminum Siding, 3+ Stories, Replace	40	21	19	2500	SF											
B2011	Building Exterior	Exterior Wall, Brick Veneer, 3+ Stories, Replace	40	21	19	12000	SF											
B2021	Building Exterior	Window, 24 SF, Replace	30	30	0	98	EA	x										
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	24	EA	x										
B2032	Building Exterior	Exterior Door, Steel, Replace	25	25	0	4	EA	x										
B2032	Units	Exterior Door, Steel, Replace	25	25	0	48	EA	x										
B3011	Roof	Roof, Asphalt Shingle, Replace	20	21	0	16354	SF	x										
B3016	Roof	Gutters & Downspouts, , Replace	10	10	0	1500	LF	x										x
C1021	Office	Interior Door, Steel, Replace	25	25	0	2	EA	x										
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	720	EA	x										
C3012	Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	12000	SF	x								x		
C3012	Units bathroom	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF	x										
C3012	Office	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	900	SF	x								x		
C3012	Common area	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	2500	SF	x								x		
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	8500	SF	x										
C3024	office	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	700	SF	x										
C3024	Common area	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	2000	SF	x										
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	13000	SF	x										x
C3031	Units	Interior Ceiling Finish, Gypsum Board/Plaster, Repair	0	0	0	800	SF	x										
D2011	Office	Toilet, Flush Tank (Water Closet), Replace	20	20	0	1	EA	x										
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	21	0	73	EA	x										
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	20	0	73	EA	x										
D2014	Units	Sink/Lavatory, 20, Replace	20	20	0	48	EA	x										
D2014	Office	Sink/Lavatory, Vitreous China, Replace	20	1	19	1	EA											
D2017	Units	Shower, Enameled Steel, Replace	20	21	0	48	EA	x										
D2021	Basement	Backflow Preventer, 3", Replace	15	0	15	1	EA											
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA	x										
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	20	0	1	EA	x										
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA	x										
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA	x										
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA	x										
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	8	12	1	EA											
D2023	Basement	Domestic Circulator or Booster Pump, .5 HP, Replace	20	8	12	1	EA											
D2023	Basement	Domestic Circulator or Booster Pump, .5 HP, Replace	20	8	12	1	EA											
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	16354	SF	x										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA	x										
D2043	Basement	Sump Pump, 20 HP, Replace	20	3	17	1	EA											
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										

Replacement Reserve with Quantities

Marcy/Greene Avenues Site A

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3042	Units	Exhaust Fan, 1501 - 2000 CFM, Replace	15	21	0	10	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	1	19	1	EA											
D3051	Units	Radiator, Hydronic Baseboard (per LF), Replace	30	30	0	1100	LF	x										
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	16354	SF	x										
D4031	Common area	Fire Extinguisher - Type ABC, , Replace	15	3	12	6	EA											
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Units	Distribution Panel, 100 AMP, Replace	30	30	0	48	EA	x										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	16354	SF	x										
D5022	Building exterior	LED Lighting Fixture, 11 WATT, Replace	20	0	20	24	EA											
D5029	Common area	Lighting System, Interior, Multi-Family, Replace	25	25	0	3000	SF	x										
D5029	Units	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	13000	SF	x										
E1094	units	Residential Appliances, Range, Gas, Replace	15	15	0	48	EA	x										
E1094	Units	Residential Appliances, Cooktop, Countertop, Replace	15	15	0	48	EA	x										
E1094	units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	48	EA	x										
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	384	LF	x										
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	1500	SF	x										
G2041	Site	Fences & Gates, Wrought Iron, 6' High, Replace	30	30	0	200	LF	x										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	30	0	1100	LF	x										
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	21	0	1	EA	x										
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	9	EA	x										
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	800	SF	x										
G2047	Site	Play Structure, Small, Replace	20	20	0	1	EA	x										
G2049	Site	Dumpster Accessories, Enclosures, Metal Gates, Replace	20	20	0	10	EA	x										
G4021	Site	Pole Light, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp), Replace	10	10	0	12	EA	x										x
X103X	Common area	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	110	EA	x										
X103X	units	ECM, Low Flow Shower Heads, Install	10	10	0	48	EA	x										x
X103X	Units	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	288	EA	x										
X103X	units	ECM, Low Flow Faucet Aerators, Install	10	10	0	48	EA	x										x
X105X	Site	ECM, High Intensity Discharge Lamps With LED, Replace	15	15	0	8	EA	x										
Z105X	All buildings	ADA, Miscellaneous, Signage, Directional, Wall-Mounted, Install	0	0	0	4	EA	x										
Z108X	Units	ADA, Restroom, Full Reconfiguration, Renovate	0	0	0	4	EA	x										

Replacement Reserve with Quantities

Marcy/Greene Avenues Site A

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
B2011	Building Exterior	Exterior Wall, Aluminum Siding, 3+ Stories, Replace	40	21	19	2500	SF									x	
B2011	Building Exterior	Exterior Wall, Brick Veneer, 3+ Stories, Replace	40	21	19	12000	SF									x	
B2021	Building Exterior	Window, 24 SF, Replace	30	30	0	98	EA										
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	24	EA										
B2032	Building Exterior	Exterior Door, Steel, Replace	25	25	0	4	EA										
B2032	Units	Exterior Door, Steel, Replace	25	25	0	48	EA										
B3011	Roof	Roof, Asphalt Shingle, Replace	20	21	0	16354	SF										x
B3016	Roof	Gutters & Downspouts, , Replace	10	10	0	1500	LF										x
C1021	Office	Interior Door, Steel, Replace	25	25	0	2	EA										
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	720	EA										x
C3012	Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	12000	SF						x				
C3012	Units bathroom	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	1000	SF										
C3012	Office	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	900	SF						x				
C3012	Common area	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	2500	SF						x				
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	8500	SF					x					
C3024	office	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	700	SF					x					
C3024	Common area	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	2000	SF					x					
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	13000	SF										x
C3031	Units	Interior Ceiling Finish, Gypsum Board/Plaster, Repair	0	0	0	800	SF										
D2011	Office	Toilet, Flush Tank (Water Closet), Replace	20	20	0	1	EA										x
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	21	0	73	EA										x
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	20	0	73	EA										x
D2014	Units	Sink/Lavatory, 20, Replace	20	20	0	48	EA										x
D2014	Office	Sink/Lavatory, Vitreous China, Replace	20	1	19	1	EA									x	
D2017	Units	Shower, Enameled Steel, Replace	20	21	0	48	EA										x
D2021	Basement	Backflow Preventer, 3", Replace	15	0	15	1	EA					x					
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA										x
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	20	0	1	EA										x
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA										x
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA										x
D2023	Basement	Water Storage Tank, 251 to 500 GAL, Replace	20	20	0	1	EA										x
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	8	12	1	EA		x								
D2023	Basement	Domestic Circulator or Booster Pump, .5 HP, Replace	20	8	12	1	EA		x								
D2023	Basement	Domestic Circulator or Booster Pump, .5 HP, Replace	20	8	12	1	EA		x								
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	16354	SF										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA										x
D2043	Basement	Sump Pump, 20 HP, Replace	20	3	17	1	EA							x			
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										

Replacement Reserve with Quantities

Marcy/Greene Avenues Site A																	
Uniformat	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
D3021	Basement	Boiler, 315 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3042	Units	Exhaust Fan, 1501 - 2000 CFM, Replace	15	21	0	10	EA					x					
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA										x
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA										x
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA										x
D3044	Basement	Distribution Pump, 3 HP, Replace	20	1	19	1	EA									x	
D3051	Units	Radiator, Hydronic Baseboard (per LF), Replace	30	30	0	1100	LF										
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	16354	SF										
D4031	Common area	Fire Extinguisher - Type ABC, , Replace	15	3	12	6	EA		x								
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Units	Distribution Panel, 100 AMP, Replace	30	30	0	48	EA										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	16354	SF										
D5022	Building exterior	LED Lighting Fixture, 11 WATT, Replace	20	0	20	24	EA										x
D5029	Common area	Lighting System, Interior, Multi-Family, Replace	25	25	0	3000	SF										
D5029	Units	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	13000	SF										
E1094	units	Residential Appliances, Range, Gas, Replace	15	15	0	48	EA					x					
E1094	Units	Residential Appliances, Cooktop, Countertop, Replace	15	15	0	48	EA					x					
E1094	units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	48	EA					x					
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	384	LF										x
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	1500	SF										
G2041	Site	Fences & Gates, Wrought Iron, 6' High, Replace	30	30	0	200	LF										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	30	0	1100	LF										
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	21	0	1	EA										x
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	9	EA										x
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	20	0	800	SF										x
G2047	Site	Play Structure, Small, Replace	20	20	0	1	EA										x
G2049	Site	Dumpster Accessories, Enclosures, Metal Gates, Replace	20	20	0	10	EA										x
G4021	Site	Pole Light, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp), Replace	10	10	0	12	EA										x
X103X	Common area	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	110	EA					x					
X103X	units	ECM, Low Flow Shower Heads, Install	10	10	0	48	EA										x
X103X	Units	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	288	EA					x					
X103X	units	ECM, Low Flow Faucet Aerators, Install	10	10	0	48	EA										x
X105X	Site	ECM, High Intensity Discharge Lamps With LED, Replace	15	15	0	8	EA					x					
Z105X	All buildings	ADA, Miscellaneous, Signage, Directional, Wall-Mounted, Install	0	0	0	4	EA										
Z108X	Units	ADA, Restroom, Full Reconfiguration, Renovate	0	0	0	4	EA										

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	518 Greene Avenue, Brooklyn, New York 11216	
Year constructed:	1997	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	Ms. Polina Bakhteiarov 212 306 4026 phone Polina.Bakhteiarov@nycha.nyc.gov email	
Property type:	Housing	
Site area:	0.87 Acres	
Gross floor area:	10,081 Square Feet	
Net Leasable area:	9,000 Square Feet	
Number of buildings:	1	
Number of stories:	3	
Parking type and number of spaces:	None	
Building construction:	Conventional wood frame structure on concrete slab with raised floor. Masonry bearing walls and wood-framed roofs.	
Roof construction:	Gabled roofs with asphalt shingles.	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Hotwater Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Hotwater Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Smoke detectors, and fire extinguishers	
Dates of visit:	August 23, 2018	

Summary of Physical Needs Assessment:

Generally, the property was constructed within industry standards, and has been maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG information regarding maintenance procedures.

EMG's cost evaluation takes into consideration these previous improvements, the quality as well as the level of maintenance and workmanship at the subject property. EMG observed some elements of the reported work during the site reconnaissance.

There are a number of Long Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

The following Critical Repair items were observed:

- Accessibility items

1.1. FOLLOW UP RECOMMENDATIONS

Conditions observed require the following detailed study:

- EMG performed a limited visual assessment for the presence of mold, conditions conducive to mold, and evidence of moisture in readily accessible interior areas of the property. No suspect mold was observed, but a total of approximately 1,500 square feet of moisture was observed in Units 315 1B, 313 3B, and 319 2A in the bedroom VCT floors. At the time of the assessment the floors were dry but evidence of the VCT tiles show otherwise.
- A professional engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The estimated cost to retain an engineer is included in the Reserve Cost Table. The cost for any possible subsequent repairs is not included in the cost tables.

Replacement Reserve with Quantities

Marcy/Greene Avenues Site B																		
Uniformat	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
B2011	Building Exterior	Exterior Wall, Brick Veneer, 3+ Stories, Replace	40	21	19	8500	SF											
B2011	Building Exterior	Exterior Wall, Aluminum Siding, 3+ Stories, Replace	40	21	19	800	SF											
B2021	Building Exterior	Window, 24 SF, Replace	30	30	0	150	EA	x										
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	6	EA	x										
B3011	Roof	Roof, Asphalt Shingle, Replace	20	21	0	10000	SF	x										
B3016	Roof	Gutters & Downspouts, INCH, Replace	10	10	0	2500	LF	x										x
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	280	EA	x										
C3012	Units	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	800	SF	x										
C3012	Units	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	7000	SF	x								x		
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	7500	SF	x										
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	9000	SF	x										x
C3031	Common area	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	1000	SF	x										x
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	45	EA	x										
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	21	0	45	EA	x										
D2014	Units	Sink/Lavatory, Stainless Steel, Replace	20	20	0	30	EA	x										
D2017	Units	Shower, Enameled Steel, Replace	20	20	0	30	EA	x										
D2021	Basement	Backflow Preventer, 3 INCH, Replace	15	0	15	1	EA											
D2023	Basement	Water Storage Tank, 251 - 500 GAL, Replace	20	20	0	1	EA	x										
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	20	0	1	EA	x										
D2023	Basement	Water Storage Tank, 251 - 500 GAL, Replace	20	2	18	1	EA											
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	10081	SF	x										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA	x										
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 375 - MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA	x										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA	x										
D3042	Roof	Exhaust Fan, 1501 - 2000 CFM, Replace	15	15	0	10	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA	x										
D3044	Basement	Distribution Pump, 3 HP, Replace	20	6	14	1	EA											
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	10081	SF	x										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Units	Distribution Panel, 100 AMP, Replace	30	30	0	30	EA	x										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	10081	SF	x										
D5022	Throughout building	Halogen Lighting Fixture, 100 W, Replace	20	20	0	14	EA	x										
D5029	Common area	Lighting System, Interior, Multi-Family, Replace	25	25	0	1000	SF	x										
D5029	Units	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	9000	SF	x										
D5032	Common area	Intercom Master Station, , Replace	20	20	0	2	EA	x										
D5039	Throughout building	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	10	21	0	10000	SF	x										x
E1094	Kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	30	EA	x										
E1094	Kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	30	EA	x										
E2012	Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	250	LF	x										x
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	250	LF	x										

Replacement Reserve with Quantities

Marcy/Greene Avenues Site B

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	800	SF	x										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	30	0	150	LF	x										
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	2	18	1	EA											
G2049	Site	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace	20	20	0	8	EA	x										
P000X	Units	Engineer, Environmental, Mold Remediation, Evaluate/Report	0	0	0	1	EA	x										
X102X	Units	ECM, Low Flow Restroom Flush Tank Toilets, Install	20	20	0	45	EA	x										
X103X	Units	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	5	5	0	180	EA	x					x					x
X103X	Common area	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	26	EA	x										
X103X	Units	ECM, Low Flow Shower Heads, Install	10	10	0	30	EA	x										x
X103X	Units	ECM, Low Flow Faucet Aerators, Install	10	10	0	30	EA	x										x
X105X	Building exterior	ECM, High Intensity Discharge Lamps With LED, Replace	0	0	0	14	EA	x										
Z107X	Tenant units	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	2	EA	x										
Z107X	Apartment	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	1	EA	x										

Replacement Reserve with Quantities

Marcy/Greene Avenues Site B

Uniformat	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
B2011	Building Exterior	Exterior Wall, Brick Veneer, 3+ Stories, Replace	40	21	19	8500	SF									x	
B2011	Building Exterior	Exterior Wall, Aluminum Siding, 3+ Stories, Replace	40	21	19	800	SF									x	
B2021	Building Exterior	Window, 24 SF, Replace	30	30	0	150	EA										
B2032	Building Exterior	Exterior Door, Steel w/ Safety Glass, Replace	25	25	0	6	EA										
B3011	Roof	Roof, Asphalt Shingle, Replace	20	21	0	10000	SF										x
B3016	Roof	Gutters & Downspouts, INCH, Replace	10	10	0	2500	LF										x
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	280	EA										x
C3012	Units	Interior Wall Finish, Ceramic Tile, Replace	25	25	0	800	SF										
C3012	Units	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	7000	SF						x				
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	7500	SF					x					
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	9000	SF										x
C3031	Common area	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	1000	SF										x
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	45	EA										x
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	21	0	45	EA										x
D2014	Units	Sink/Lavatory, Stainless Steel, Replace	20	20	0	30	EA										x
D2017	Units	Shower, Enameled Steel, Replace	20	20	0	30	EA										x
D2021	Basement	Backflow Preventer, 3 INCH, Replace	15	0	15	1	EA					x					
D2023	Basement	Water Storage Tank, 251 - 500 GAL, Replace	20	20	0	1	EA										x
D2023	Basement	Domestic Circulator or Booster Pump, 10 HP, Replace	20	20	0	1	EA										x
D2023	Basement	Water Storage Tank, 251 - 500 GAL, Replace	20	2	18	1	EA								x		
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	10081	SF										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA										x
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 375 - MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, 375 MBH, Replace	25	25	0	1	EA										
D3021	Basement	Boiler, Gas, 715 MBH, Replace	25	25	0	1	EA										
D3042	Roof	Exhaust Fan, 1501 - 2000 CFM, Replace	15	15	0	10	EA					x					
D3044	Basement	Distribution Pump, 3 HP, Replace	20	20	0	1	EA										x
D3044	Basement	Distribution Pump, 3 HP, Replace	20	6	14	1	EA				x						
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	10081	SF										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Basement	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Units	Distribution Panel, 100 AMP, Replace	30	30	0	30	EA										
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	10081	SF										
D5022	Throughout building	Halogen Lighting Fixture, 100 W, Replace	20	20	0	14	EA										x
D5029	Common area	Lighting System, Interior, Multi-Family, Replace	25	25	0	1000	SF										
D5029	Units	Lighting System, Interior, Multi-Family, Upgrade	25	25	0	9000	SF										
D5032	Common area	Intercom Master Station, , Replace	20	20	0	2	EA										x
D5039	Throughout building	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	10	21	0	10000	SF										x
E1094	Kitchen	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	30	EA					x					
E1094	Kitchen	Residential Appliances, Range, Gas, Replace	15	15	0	30	EA					x					
E2012	Units	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	250	LF										x
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	250	LF										x

Replacement Reserve with Quantities

Marcy/Greene Avenues Site B																
Uniformat	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	30	30	0	800	SF										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	30	0	150	LF										
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	2	18	1	EA								x		
G2049	Site	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace	20	20	0	8	EA										x
P000X	Units	Engineer, Environmental, Mold Remediation, Evaluate/Report	0	0	0	1	EA										
X102X	Units	ECM, Low Flow Restroom Flush Tank Toilets, Install	20	20	0	45	EA										x
X103X	Units	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	5	5	0	180	EA					x					x
X103X	Common area	ECM, Incandescent / Halogen / Compact Fluorescent Lamps, Replace	15	15	0	26	EA					x					
X103X	Units	ECM, Low Flow Shower Heads, Install	10	10	0	30	EA										x
X103X	Units	ECM, Low Flow Faucet Aerators, Install	10	10	0	30	EA										x
X105X	Building exterior	ECM, High Intensity Discharge Lamps With LED, Replace	0	0	0	14	EA										
Z107X	Tenant units	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	2	EA										
Z107X	Apartment	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	1	EA										

1. EXECUTIVE SUMMARY

The Client contracted with EMG to conduct a RAD Physical Condition Assessment (RPCA) and a Limited Environmental Screening consisting of field observations, document review and related due diligence tasks of the subject property below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information		
Address:	1575 Dean Street, Brooklyn, New York 11213	
Year constructed:	April 1974	
Current owner of property:	New York City Housing Authority	
Management Point of Contact:	New York City Housing Authority Ali Nichols 929-361-8964 phone	
Property type:	Residential	
Site area:	3.25 Acres	
Gross floor area:	282,730 Square Feet	
Net Leasable area:	248,600 Square Feet	
Number of buildings:	2	
Number of stories:	4 and 5 stories	
Parking type and number of spaces:	22 spaces in open lots, 0 handicap and 22 open spaces	
Building construction:	Masonry bearing walls and wood-framed roofs. Basements with masonry bearing walls	
Roof construction:	Gabled roofs with asphalt shingles.	
Exterior Finishes:	Brick Veneer	
Heating and/or Air Conditioning:	Common Area- Heating	Central Steam Boilers
	Common Area- Cooling	None
	Tenant- Heating	Central Steam Boilers
	Tenant- Cooling	None
Fire and Life/Safety:	Fire hydrants, smoke detectors, alarms, strobes, extinguishers, pull stations, alarm panel, exit signs-in community building Fire extinguishers, hydrants, smoke detectors in rest of building	
Dates of visit:	08/17/2018	

Summary of Physical Needs Assessment:

On-site amenities consist of children's playground, community center, and laundry facilities.

Generally, the property was constructed within industry standards, has relatively been well maintained during recent years, and appeared to be in fair overall condition. The property representative provided EMG any information regarding maintenance procedures and capital repair/s during the past three years. These upgrades include:

- Community center upgrade in 2016
- Roofs for all of the buildings in 2015

EMG's cost evaluation takes into consideration these previous improvements, the quality as well as the level of maintenance and workmanship at the subject property. EMG observed elements of the reported work during the site reconnaissance.

There are a number of Rehabilitation Needs and Long- Term Physical Needs which should be accomplished during the next 20 years as part of the preventive maintenance program. These needs are identified in the various sections of this report and are summarized in the tables.

1.1. FOLLOW UP RECOMMENDATIONS

Conditions observed do not require a follow up study.

Replacement Reserve with Quantities

Weeksville Gardens

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
B1015	Site	Exterior Stairs, Metal, Refinish	10	10	0	5500	SF	x										x
B1015	Site	Exterior Stairs, Concrete, Replace	50	50	0	1200	SF	x										
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	30	0	1028	EA	x										
B2032	Building Exterior	Exterior Door, Steel, Replace	25	25	0	56	EA	x										
B2034	community center door	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	35	0	1	EA	x										
B2034	basement access	Overhead Door, Aluminum Roll-Up 400 SF, Replace	35	25	10	2	EA											x
B3016	Roof	Gutters & Downspouts, INCH, Replace	10	10	0	3500	LF	x										x
C1021	Units	Interior Door, Steel, Replace	25	25	0	128	EA	x										
C1021	Units	Interior Door, Steel, Replace	25	25	0	129	EA	x										
C1021	Community center	Interior Door, Steel, Replace	25	25	0	70	EA	x										
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	1229	EA	x										
C3012	Community center	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	5500	SF	x								x		
C3012	Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	144000	SF	x								x		
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	214933	SF	x										
C3024	Community center kitchen	Interior Floor Finish, Quarry Tile, Replace	50	40	10	1000	SF											x
C3024	Units	Interior Floor Finish, Ceramic Tile, Replace	50	40	10	33667	SF											x
C3024	Community center	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	2	13	5500	SF											
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	360000	SF	x										x
C3032	Community center	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	20	20	0	5500	SF	x										
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	257	EA	x										
D2011	Community center	Toilet, Tankless (Water Closet), Replace	20	3	17	8	EA											
D2012	Community center	Urinal, Vitreous China, Replace	20	2	18	1	EA											
D2014	Units kitchen	Sink/Lavatory, Stainless Steel, Replace	20	20	0	257	EA	x										
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	20	0	257	EA	x										
D2014	Community center	Sink/Lavatory, Vitreous China, Replace	20	10	10	9	EA											x
D2014	Community center	Sink, Pot, Multi-compartment, Replace	30	18	12	5	LF											
D2014	Community center kitchen	Sink/Lavatory, Stainless Steel, Replace	20	2	18	1	EA											
D2014	Community center	Sink/Lavatory, Stainless Steel, Replace	20	2	18	1	EA											
D2015	Units	Bathtub, Enameled Steel, Replace	20	20	0	257	EA	x										
D2018	Community center	Drinking Fountain, Refrigerated, Replace	10	10	0	1	EA	x										x
D2018	Community center	Drinking Fountain, Refrigerated, Replace	10	10	0	2	EA	x										x
D2021	Basement	Backflow Preventer, 6", Replace	15	15	0	1	EA	x										
D2023	Basement	Domestic Circulator or Booster Pump, 25 HP, Replace	20	20	0	1	EA	x										
D2023	Community center	Water Heater, 6.5 - 9.5 GPM, Replace	15	3	12	1	EA											
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	282730	SF	x										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA	x										
D3011	site	Fuel Storage Tank for Boiler fuel, 5000 - 10000 GAL, Replace	25	25	0	1	EA	x										
D3011	Basement	Fuel Oil Pump, 10 HP, Replace	15	15	0	1	EA	x										
D3021	Basement	Boiler, Dual Fuel, 2,001 to 20,000 MBH, Replace	30	20	10	1	EA											x
D3021	Basement	Boiler, 2001 - 20000 MBH, Replace	30	18	12	1	EA											
D3022	Basement	Condensate Return Station, 15 GAL, Replace	25	25	0	1	EA	x										
D3022	Basement	Deaerator, 15 GAL, Replace	25	25	0	1	EA	x										
D3023	Basement	Heat Exchanger Domestic Hot Water, 131 - 380 GPM, Replace	35	18	17	1	EA											
D3042	Roof	Exhaust Fan, 1501 - 2000 CFM, Replace	15	5	10	32	EA											x
D3051	Units	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	3000	LF	x										
D3051	Community center	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	125	LF	x										
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	282730	SF	x										
D4091	Community center	Fire Suppression System, Kitchen (CO2), Replace	15	15	0	1	EA	x										
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										

Replacement Reserve with Quantities

Weeksville Gardens

Uniform	Location Description	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA	x										
D5012	Units	Distribution Panel, 208 Y, 120 V, 100 Amp, Replace	30	18	12	257	EA											
D5012	Basement	Distribution Panel, 100 AMP, Replace	30	18	12	7	EA											
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	282730	SF	x										
D5022	interior lighting	Fluorescent Lighting Fixture, T12, 60 W, Replace	20	20	0	1542	EA	x										
D5022	exterior building	High Pressure Sodium Lighting Fixture, 250 W, Replace	20	20	0	140	EA	x										
D5022	common areas	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	6	14	1088	EA											
D5032	Units	Intercom Master Station, , Replace	20	3	17	6	EA											
D5037	Community center	Annunciator Alarm Panel, , Replace	15	2	13	1	EA											
D5037	Community center	Fire Alarm Control Panel, Multiplex, Replace	15	2	13	1	EA											
D5038	Community center	Camera, Security System, Replace	10	10	0	2	EA	x										x
E1093	Community center	Commercial Kitchen, Dishwasher, Replace	10	10	0	1	EA	x										x
E1093	Community center	Commercial Kitchen, Exhaust Hood, Replace	15	15	0	1	EA	x										
E1093	Community center	Commercial Kitchen, Freezer, 1-Door Reach-In, Replace	15	2	13	1	EA											
E1093	Community center	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	15	2	13	1	EA											
E1093	Community center	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	15	2	13	1	EA											
E1094	units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	257	EA	x										
E1094	units	Residential Appliances, Range, Gas, Replace	15	15	0	257	EA	x										
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	3084	LF	x										
E2012	kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	2570	LF	x										x
G2022	Site	Parking Lots, Asphalt Pavement, Mill & Overlay	25	25	0	4500	SF	x										
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	4500	SF	x					x					x
G2031	Site	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	30	0	2500	SF	x										
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	30	0	8500	SF	x										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	20	10	1600	LF											x
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	0	20	1	EA											
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	10	EA	x										
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	44	0	400	SF	x										
G2047	Site	Play Structure, Medium, Replace	20	44	0	1	EA	x										
G4021	parking lot lighting	Pole Light, Exterior, 135 to 1000 W HID (Fixture Only), Replace	20	20	0	4	EA	x										
X103X	bathroom	ECM, Low Flow Shower Heads, Install	20	0	20	257	EA											
X103X	baths and kitchens	ECM, Low Flow Faucet Aerators, Install	20	0	20	514	EA											
X105X	building mounted	ECM, High Intensity Discharge Lamps With LED, Replace	5	5	0	140	EA	x					x					x
X105X	parking pole lights	ECM, High Intensity Discharge Lamps With LED, Replace	15	0	15	4	EA											
Z106X	Parking lot	ADA, Parking, Designated Stall with Pavement Markings & Signage	0	0	0	2	EA	x										
Z106X	Parking lot	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van),	0	0	0	2	EA	x										
Z107X	ada	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	6	EA	x										
Z107X	ada	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	13	EA	x										
Z109X	Parking lot	ADA, Site, Walkways, Curb Cut Ramp, Install	0	0	0	2	EA	x										

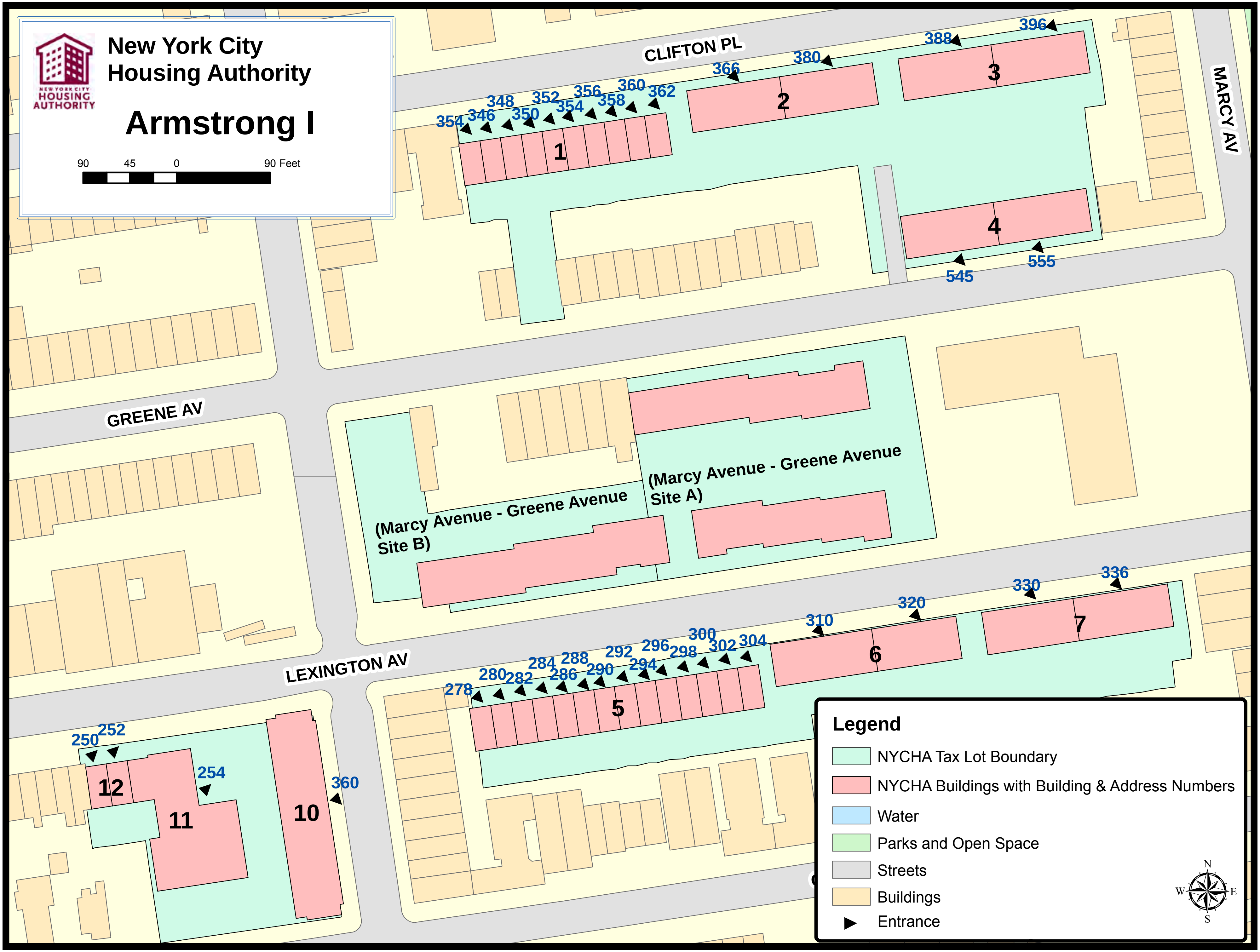
Replacement Reserve with Quantities

Weeksville Gardens																	
Uniform	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
B1015	Site	Exterior Stairs, Metal, Refinish	10	10	0	5500	SF										x
B1015	Site	Exterior Stairs, Concrete, Replace	50	50	0	1200	SF										
B2021	Building Exterior	Window, Aluminum Double-Glazed 12 SF, 3+ Stories, Replace	30	30	0	1028	EA										
B2032	Building Exterior	Exterior Door, Steel, Replace	25	25	0	56	EA										
B2034	community center door	Overhead Door, Aluminum Roll-Up 144 SF, Replace	35	35	0	1	EA										
B2034	basement access	Overhead Door, Aluminum Roll-Up 400 SF, Replace	35	25	10	2	EA										
B3016	Roof	Gutters & Downspouts, INCH, Replace	10	10	0	3500	LF										x
C1021	Units	Interior Door, Steel, Replace	25	25	0	128	EA										
C1021	Units	Interior Door, Steel, Replace	25	25	0	129	EA										
C1021	Community center	Interior Door, Steel, Replace	25	25	0	70	EA										
C1021	Units	Interior Door, Wood Hollow-Core, Replace	20	20	0	1229	EA										x
C3012	Community center	Interior Wall Finish, Generic Surface, Prep & Paint	8	8	0	5500	SF						x				
C3012	Units	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	8	0	144000	SF						x				
C3024	Units	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	15	0	214933	SF					x					
C3024	Community center kitchen	Interior Floor Finish, Quarry Tile, Replace	50	40	10	1000	SF										
C3024	Units	Interior Floor Finish, Ceramic Tile, Replace	50	40	10	33667	SF										
C3024	Community center	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	2	13	5500	SF			x							
C3031	Units	Interior Ceiling Finish, Exposed/Generic, Prep & Paint	10	10	0	360000	SF										x
C3032	Community center	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	20	20	0	5500	SF										x
D2011	Units	Toilet, Flush Tank (Water Closet), Replace	20	20	0	257	EA										x
D2011	Community center	Toilet, Tankless (Water Closet), Replace	20	3	17	8	EA							x			
D2012	Community center	Urinal, Vitreous China, Replace	20	2	18	1	EA								x		
D2014	Units kitchen	Sink/Lavatory, Stainless Steel, Replace	20	20	0	257	EA										x
D2014	Units	Sink/Lavatory, Vitreous China, Replace	20	20	0	257	EA										x
D2014	Community center	Sink/Lavatory, Vitreous China, Replace	20	10	10	9	EA										
D2014	Community center	Sink, Pot, Multi-compartment, Replace	30	18	12	5	LF		x								
D2014	Community center kitchen	Sink/Lavatory, Stainless Steel, Replace	20	2	18	1	EA								x		
D2014	Community center	Sink/Lavatory, Stainless Steel, Replace	20	2	18	1	EA								x		
D2015	Units	Bathtub, Enameled Steel, Replace	20	20	0	257	EA										x
D2018	Community center	Drinking Fountain, Refrigerated, Replace	10	10	0	1	EA										x
D2018	Community center	Drinking Fountain, Refrigerated, Replace	10	10	0	2	EA										x
D2021	Basement	Backflow Preventer, 6", Replace	15	15	0	1	EA					x					
D2023	Basement	Domestic Circulator or Booster Pump, 25 HP, Replace	20	20	0	1	EA										x
D2023	Community center	Water Heater, 6.5 - 9.5 GPM, Replace	15	3	12	1	EA		x								
D2029	Throughout	Plumbing System, Domestic Supply & Sanitary, Multi-Family, Upgrade	40	40	0	282730	SF										
D2043	Basement	Sump Pump, 20 HP, Replace	20	20	0	1	EA										x
D3011	site	Fuel Storage Tank for Boiler fuel, 5000 - 10000 GAL, Replace	25	25	0	1	EA										
D3011	Basement	Fuel Oil Pump, 10 HP, Replace	15	15	0	1	EA					x					
D3021	Basement	Boiler, Dual Fuel, 2,001 to 20,000 MBH, Replace	30	20	10	1	EA										
D3021	Basement	Boiler, 2001 - 20000 MBH, Replace	30	18	12	1	EA		x								
D3022	Basement	Condensate Return Station, 15 GAL, Replace	25	25	0	1	EA										
D3022	Basement	Deaerator, 15 GAL, Replace	25	25	0	1	EA										
D3023	Basement	Heat Exchanger Domestic Hot Water, 131 - 380 GPM, Replace	35	18	17	1	EA							x			
D3042	Roof	Exhaust Fan, 1501 - 2000 CFM, Replace	15	5	10	32	EA										
D3051	Units	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	3000	LF										
D3051	Community center	Radiator, Hydronic Baseboard (per LF), Replace	50	50	0	125	LF										
D4019	Throughout	Sprinkler System, Full Retrofit, Multi-Family (per SF), Renovate	50	50	0	282730	SF										
D4091	Community center	Fire Suppression System, Kitchen (CO2), Replace	15	15	0	1	EA					x					
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										

Replacement Reserve with Quantities

Weeksville Gardens																			
Uniform	**Location Description**	**Cost Description**	**Lifespan (EUL)**	**EAge**	**RUL**	**Quantity**	**Unit**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
D5012	Community center	Distribution Panel, 225 AMP, Replace	30	30	0	1	EA										
D5012	Units	Distribution Panel, 208 Y, 120 V, 100 Amp, Replace	30	18	12	257	EA		x								
D5012	Basement	Distribution Panel, 100 AMP, Replace	30	18	12	7	EA		x								
D5019	Throughout	Electrical Distribution System, Multi-Family, Upgrade	40	40	0	282730	SF										
D5022	interior lighting	Fluorescent Lighting Fixture, T12, 60 W, Replace	20	20	0	1542	EA										x
D5022	exterior building	High Pressure Sodium Lighting Fixture, 250 W, Replace	20	20	0	140	EA										x
D5022	common areas	Fluorescent Lighting Fixture, Encapsulated, T8, 32 W, Replace	20	6	14	1088	EA				x						
D5032	Units	Intercom Master Station, , Replace	20	3	17	6	EA							x			
D5037	Community center	Annunciator Alarm Panel, , Replace	15	2	13	1	EA			x							
D5037	Community center	Fire Alarm Control Panel, Multiplex, Replace	15	2	13	1	EA			x							
D5038	Community center	Camera, Security System, Replace	10	10	0	2	EA										x
E1093	Community center	Commercial Kitchen, Dishwasher, Replace	10	10	0	1	EA										x
E1093	Community center	Commercial Kitchen, Exhaust Hood, Replace	15	15	0	1	EA					x					
E1093	Community center	Commercial Kitchen, Freezer, 1-Door Reach-In, Replace	15	2	13	1	EA			x							
E1093	Community center	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	15	2	13	1	EA			x							
E1093	Community center	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	15	2	13	1	EA			x							
E1094	units	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	15	0	257	EA					x					
E1094	units	Residential Appliances, Range, Gas, Replace	15	15	0	257	EA					x					
E2012	Units	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	20	0	3084	LF										x
E2012	kitchen	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	10	0	2570	LF										x
G2022	Site	Parking Lots, Asphalt Pavement, Mill & Overlay	25	25	0	4500	SF										
G2022	Site	Parking Lots, Asphalt Pavement, Seal & Stripe	5	5	0	4500	SF					x					x
G2031	Site	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	30	0	2500	SF										
G2031	Site	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	30	30	0	8500	SF										
G2041	Site	Fences & Gates, Wrought Iron, 4' High, Replace	30	20	10	1600	LF										
G2044	Site	Signage, Property, Monument/Pylon, Replace/Install	20	0	20	1	EA										x
G2045	Site	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	20	0	10	EA										x
G2047	Site	Play Surfaces & Sports Courts, Rubber Tiles, Replace	20	44	0	400	SF										x
G2047	Site	Play Structure, Medium, Replace	20	44	0	1	EA										x
G4021	parking lot lighting	Pole Light, Exterior, 135 to 1000 W HID (Fixture Only), Replace	20	20	0	4	EA										x
X103X	bathroom	ECM, Low Flow Shower Heads, Install	20	0	20	257	EA										x
X103X	baths and kitchens	ECM, Low Flow Faucet Aerators, Install	20	0	20	514	EA										x
X105X	building mounted	ECM, High Intensity Discharge Lamps With LED, Replace	5	5	0	140	EA					x					x
X105X	parking pole lights	ECM, High Intensity Discharge Lamps With LED, Replace	15	0	15	4	EA					x					
Z106X	Parking lot	ADA, Parking, Designated Stall with Pavement Markings & Signage	0	0	0	2	EA										
Z106X	Parking lot	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van),	0	0	0	2	EA										
Z107X	ada	ADA, Residential Unit, Visual Bell & Strobe, Hearing Impaired, Install	0	0	0	6	EA										
Z107X	ada	ADA, Residential Unit, Living Area Renovations Only, Renovate	0	0	0	13	EA										
Z109X	Parking lot	ADA, Site, Walkways, Curb Cut Ramp, Install	0	0	0	2	EA										

Exhibit B:
Site Maps


New York City Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Armstrong I
90 45 0 90 Feet
CLIFTON PL
MARCY AV
GREENE AV
LEXINGTON AV
(Marcy Avenue - Greene Avenue Site A)
(Marcy Avenue - Greene Avenue Site B)
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354 346 348 350 352 354 356 358 360 362
366 380 388 396
545 555
278 280 282 284 286 288 290 292 294 296 298 300 302 304
310 320 330 336
250 252 254 360
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
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ARMSTRONG I

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
				513 GREENE AVENUE	11216	1794	181	NY005012100	DEVELOPMENT GROUNDS
1	3050169	M	050	344 CLIFTON PLACE	11216	1794	11	NY005012100	
1	3050196	M	049	346 CLIFTON PLACE	11216	1794	112	NY005012100	
1	3050197	M	048	348 CLIFTON PLACE	11216	1794	113	NY005012100	
1	3050198	M	047	350 CLIFTON PLACE	11216	1794	114	NY005012100	
1	3050199	M	046	352 CLIFTON PLACE	11216	1794	115	NY005012100	
1	3050200	M	045	354 CLIFTON PLACE	11216	1794	116	NY005012100	
1	3050201	M	044	356 CLIFTON PLACE	11216	1794	117	NY005012100	
1	3050202	M	043	358 CLIFTON PLACE	11216	1794	118	NY005012100	
1	3050203	M	042	360 CLIFTON PLACE	11216	1794	119	NY005012100	
1	3050204	M	041	362 CLIFTON PLACE	11216	1794	120	NY005012100	
2	3322160	M	009	366 CLIFTON PLACE	11216	1794	121	NY005012100	
2	3322159	M	010	380 CLIFTON PLACE	11216	1794	121	NY005012100	BOILER
3	3322162	M	011	388 CLIFTON PLACE	11216	1794	139	NY005012100	
3	3322161	M	012	396 CLIFTON PLACE	11216	1794	139	NY005012100	
4	3322153	M	013	545 GREENE AVENUE	11216	1794	54	NY005012100	
4	3322152	M	014	555 GREENE AVENUE	11216	1794	54	NY005012100	
5	3050619	M	064	278 LEXINGTON AVENUE	11216	1803	11	NY005012100	
5	3050655	M	063	280 LEXINGTON AVENUE	11216	1803	112	NY005012100	
5	3050656	M	062	282 LEXINGTON AVENUE	11216	1803	113	NY005012100	
5	3050657	M	061	284 LEXINGTON AVENUE	11216	1803	114	NY005012100	
5	3050658	M	060	286 LEXINGTON AVENUE	11216	1803	115	NY005012100	
5	3050659	M	059	288 LEXINGTON AVENUE	11216	1803	116	NY005012100	
5	3050660	M	058	290 LEXINGTON AVENUE	11216	1803	117	NY005012100	
5	3050661	M	057	292 LEXINGTON AVENUE	11216	1803	118	NY005012100	
5	3050662	M	056	294 LEXINGTON AVENUE	11216	1803	119	NY005012100	
5	3050663	M	055	296 LEXINGTON AVENUE	11216	1803	120	NY005012100	
5	3050664	M	054	298 LEXINGTON AVENUE	11216	1803	121	NY005012100	
5	3050665	M	053	300 LEXINGTON AVENUE	11216	1803	122	NY005012100	
5	3050666	M	052	302 LEXINGTON AVENUE	11216	1803	123	NY005012100	
5	3050667	M	051	304 LEXINGTON AVENUE	11216	1803	124	NY005012100	
6	3322208	M	016	310 LEXINGTON AVENUE	11216	1803	27	NY005012100	
6	3322207	M	017	320 LEXINGTON AVENUE	11216	1803	27	NY005012100	BOILER
7	3322210	M	018	330 LEXINGTON AVENUE	11216	1803	42	NY005012100	
7	3322209	M	019	336 LEXINGTON AVENUE	11216	1803	42	NY005012100	
8	3322227	M	020	435 GATES AVENUE	11216	1808	174	NY005012100	
8	3322226	M	021	441 GATES AVENUE	11216	1808	174	NY005012100	BOILER
9	3050927	M	065	447 GATES AVENUE	11216	1808	173	NY005012100	
9	3050926	M	066	449 GATES AVENUE	11216	1808	172	NY005012100	
9	3050925	M	067	451 GATES AVENUE	11216	1808	171	NY005012100	
9	3050924	M	068	453 GATES AVENUE	11216	1808	170	NY005012100	
9	3050923	M	069	455 GATES AVENUE	11216	1808	169	NY005012100	
9	3050922	M	070	457 GATES AVENUE	11216	1808	168	NY005012100	
9	3050921	M	071	459 GATES AVENUE	11216	1808	167	NY005012100	
9	3050920	M	072	461 GATES AVENUE	11216	1808	166	NY005012100	
9	3050919	M	073	463 GATES AVENUE	11216	1808	165	NY005012100	
9	3050918	M	074	465 GATES AVENUE	11216	1808	164	NY005012100	
9	3050917	M	075	467 GATES AVENUE	11216	1808	163	NY005012100	
9	3050916	M	076	469 GATES AVENUE	11216	1808	162	NY005012100	
9	3050915	M	077	471 GATES AVENUE	11216	1808	161	NY005012100	
9	3050914	M	078	473 GATES AVENUE	11216	1808	160	NY005012100	
9	3050907	M	079	475 GATES AVENUE	11216	1808	59	NY005012100	
10	3350437	M	023	360 NOSTRAND AVENUE	11216	1802	51	NY005012100	SENIOR CENTER/ MAINTENANCE AREA/ BOILER/ LAUNDRY ROOM
11	3050588		083	260 LEXINGTON AVENUE	11216	1802	51	NY005012100	DEVELOPMENT MANAGEMENT OFFICE
11	3050588		084	262 LEXINGTON AVENUE	11216	1802	51	NY005012100	HEAD START CENTER
11	3050588		085	264 LEXINGTON AVENUE	11216	1802	51	NY005012100	AFTER SCHOOL PROGRAM
12	3050586	M	082	250 LEXINGTON AVENUE	11216	1802	43	NY005012100	
12	3050587	M	081	252 LEXINGTON AVENUE	11216	1802	44	NY005012100	
12	3050587		081	252A LEXINGTON AVENUE	11216	1802	44	NY005012100	NYCHA SOCIAL SERVICES OFFICE
12	3050588	M	080	254 LEXINGTON AVENUE	11216	1802	51	NY005012100	

NOTE:

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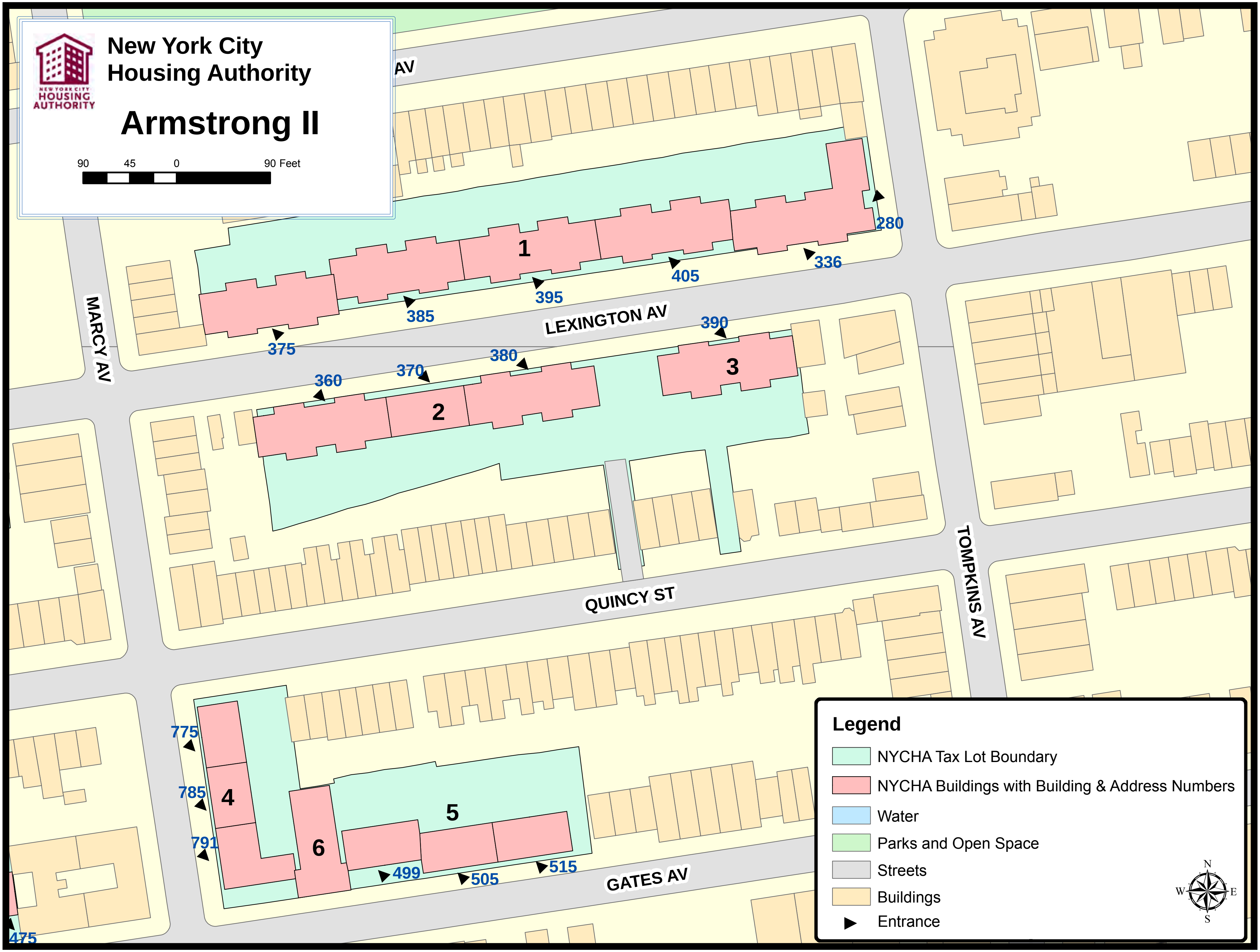
Revised as of 03/31/2011



New York City
Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Armstrong II
90 45 0 90 Feet
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MARCY AV
LEXINGTON AV
QUINCY ST
GATES AV
TOMPKINS AV
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380
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360
775
785
791
499
505
515
475
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
N
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ARMSTRONG II

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3322216	M	030	280 TOMPKINS AVENUE	11216	1799	44	NY005012100	
1	3322166	M	025	375 LEXINGTON AVENUE	11216	1799	44	NY005012100	
1	3322165	M	026	385 LEXINGTON AVENUE	11216	1799	44	NY005012100	
1	3322173	M	027	395 LEXINGTON AVENUE	11216	1799	44	NY005012100	BOILER
1	3322174	M	028	405 LEXINGTON AVENUE	11216	1799	44	NY005012100	
1	3322175	M	029	415 LEXINGTON AVENUE	11216	1799	44	NY005012100	COMMUNITY & TENANT ASSOCIATION ROOM
2	3322212	M	031	360 LEXINGTON AVENUE	11216	1804	10	NY005012100	
2	3322211	M	032	370 LEXINGTON AVENUE	11216	1804	10	NY005012100	
2	3322213	M	033	380 LEXINGTON AVENUE	11216	1804	10	NY005012100	
3	3322214	M	034	390 LEXINGTON AVENUE	11216	1804	10	NY005012100	
4	3322228	M	035	775 MARCY AVENUE	11216	1809	1	NY005012100	
4	3322229	M	036	785 MARCY AVENUE	11216	1809	1	NY005012100	
4	3322230	M	037	791 MARCY AVENUE	11216	1809	1	NY005012100	
5	3322236	M	038	499 GATES AVENUE	11216	1809	62	NY005012100	
5	3322234	M	039	505 GATES AVENUE	11216	1809	62	NY005012100	BOILER
5	3322235	M	040	515 GATES AVENUE	11216	1809	62	NY005012100	
6	3050974		086	495 GATES AVENUE	11216	1809	74	NY005012100	COMMUNITY CENTER

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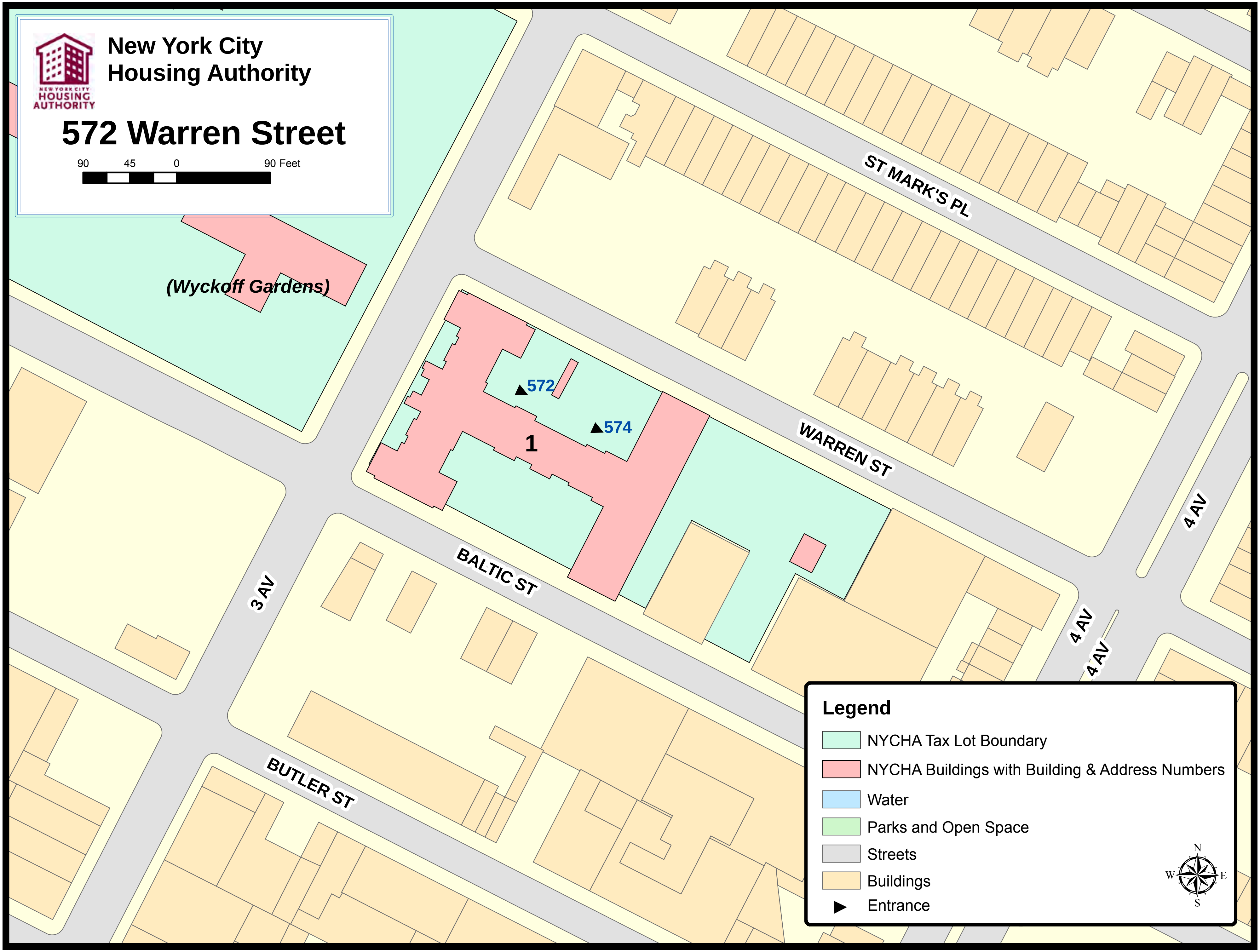
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Housing Authority
NEW YORK CITY HOUSING AUTHORITY
572 Warren Street
90 45 0 90 Feet
(Wyckoff Gardens)
572
574
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ST MARK'S PL
WARREN ST
BALTIC ST
BUTLER ST
3 AV
4 AV
4 AV
4 AV
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
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572 WARREN STREET

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
				590 WARREN STREET	11217	401	1	NY005011630	COMMERCIAL SPACE PARKING LOT
1	3006388		005	565 BALTIC STREET	11217	401	1	NY005011630	HEAD START CENTER
1	3006388		004	568 WARREN STREET	11217	401	1	NY005011630	
1	3006388	M	004	572 WARREN STREET	11217	401	1	NY005011630	ELEVATOR SERVICE AREA #12/ BOILER
1	3006388	M	005	574 WARREN STREET	11217	401	1	NY005011630	

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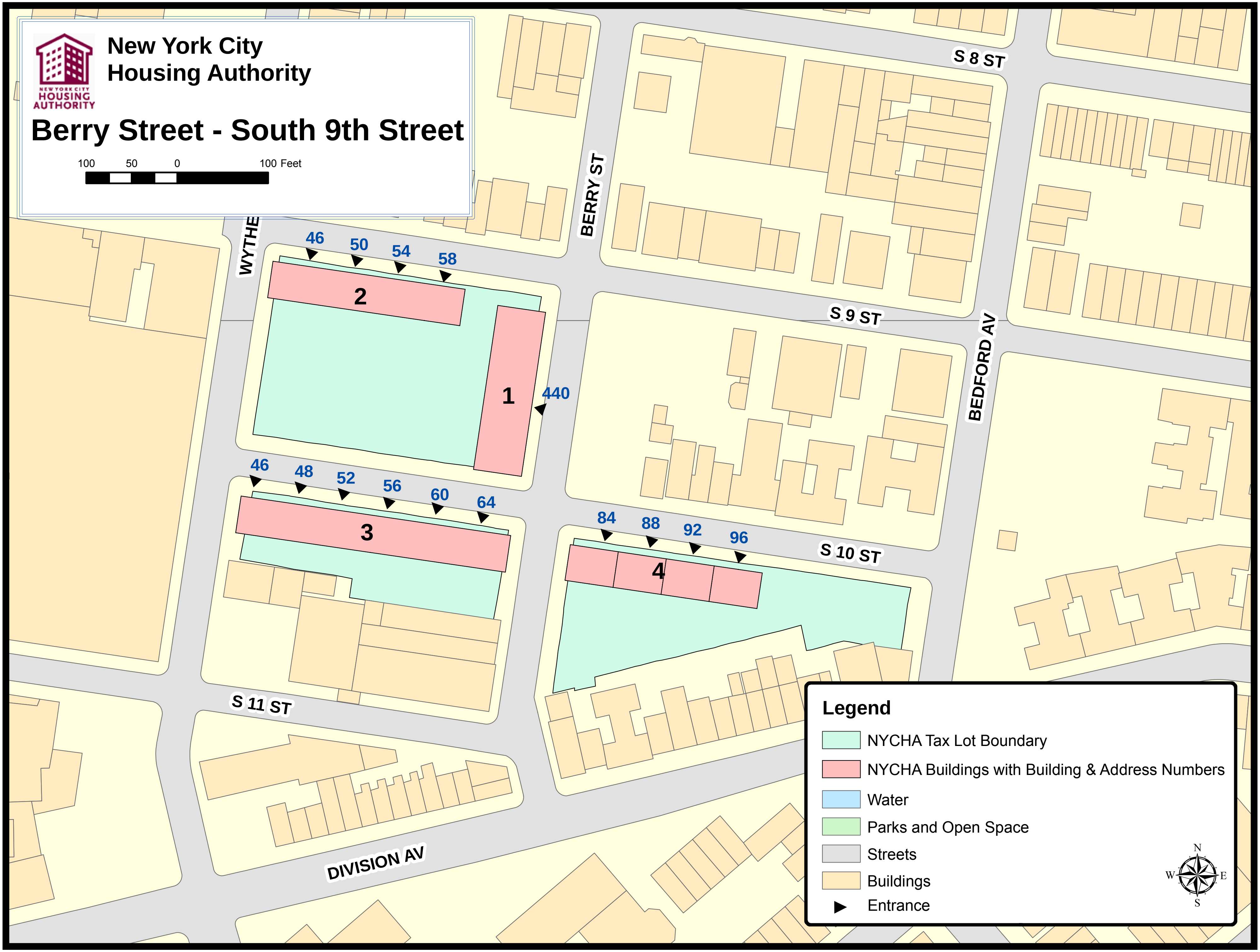
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Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Berry Street - South 9th Street
100 50 0 100 Feet
S 8 ST
BERRY ST
WYTHE
S 9 ST
BEDFORD AV
S 10 ST
S 11 ST
DIVISION AV
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440
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Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
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BERRY STREET - SOUTH 9TH STREET

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
				100 SOUTH 10TH STREET	11211	2157	19	NY005011310	DEVELOPMENT GROUNDS
				447 BERRY STREET	11211	2157	5	NY005011310	PARKING LOT
				448 BERRY STREET	11211	2156	21	NY005011310	DEVELOPMENT GROUNDS
				449 BERRY STREET	11211	2157	4	NY005011310	PARKING LOT
				45 SOUTH 10TH STREET	11211	2145	1	NY005011310	PARKING LOT
				450 BERRY STREET	11211	2156	22	NY005011310	DEVELOPMENT GROUNDS
				451 BERRY STREET	11211	2157	3	NY005011310	PARKING LOT
				453 BERRY STREET	11211	2157	2	NY005011310	PARKING LOT
				455 BERRY STREET	11211	2157	1	NY005011310	PARKING LOT
				462 BEDFORD AVENUE	11211	2157	20	NY005011310	DEVELOPMENT GROUNDS
				464 BEDFORD AVENUE	11211	2157	21	NY005011310	DEVELOPMENT GROUNDS
				466 BEDFORD AVENUE	11211	2157	22	NY005011310	DEVELOPMENT GROUNDS
				49 SOUTH 10TH STREET	11211	2145	36	NY005011310	PARKING LOT
				51 SOUTH 10TH STREET	11211	2145	35	NY005011310	PARKING LOT
				53 SOUTH 10TH STREET	11211	2145	34	NY005011310	PARKING LOT
				55 SOUTH 10TH STREET	11211	2145	33	NY005011310	PARKING LOT
				57 SOUTH 10TH STREET	11211	2145	32	NY005011310	DEVELOPMENT GROUNDS
				59 SOUTH 10TH STREET	11211	2145	31	NY005011310	DEVELOPMENT GROUNDS
				61 SOUTH 10TH STREET	11211	2145	30	NY005011310	DEVELOPMENT GROUNDS
				63 SOUTH 10TH STREET	11211	2145	29	NY005011310	DEVELOPMENT GROUNDS
				65 SOUTH 10TH STREET	11211	2145	28	NY005011310	DEVELOPMENT GROUNDS
				65A SOUTH 10TH STREET	11211	2145	27	NY005011310	DEVELOPMENT GROUNDS
				67 SOUTH 10TH STREET	11211	2145	26	NY005011310	DEVELOPMENT GROUNDS
				74 SOUTH 9TH STREET	11211	2145	17	NY005011310	DEVELOPMENT GROUNDS
1	3341979	M	013	440 BERRY STREET	11211	2145	18	NY005011310	BOILER
1	3341979		013	71 SOUTH 10TH STREET	11211	2145	18	NY005011310	COMMUNITY OPERATIONS SPACE (VACANT)
2	3341978	M	014	46 SOUTH 9TH STREET	11211	2145	8	NY005011310	
2	3341978	M	015	50 SOUTH 9TH STREET	11211	2145	8	NY005011310	BOILER
2	3341978	M	016	54 SOUTH 9TH STREET	11211	2145	8	NY005011310	
2	3341978	M	017	58 SOUTH 9TH STREET	11211	2145	8	NY005011310	
3	3255961	M	018	46 SOUTH 10TH STREET	11211	2156	7	NY005011310	
3	3255961	M	019	48 SOUTH 10TH STREET	11211	2156	7	NY005011310	
3	3255961	M	020	52 SOUTH 10TH STREET	11211	2156	7	NY005011310	
3	3255961	M	021	56 SOUTH 10TH STREET	11211	2156	7	NY005011310	BOILER
3	3255961	M	022	60 SOUTH 10TH STREET	11211	2156	7	NY005011310	
3	3255961	M	023	64 SOUTH 10TH STREET	11211	2156	7	NY005011310	
4	3255977	M	024	84 SOUTH 10TH STREET	11211	2157	6	NY005011310	
4	3255982	M	025	88 SOUTH 10TH STREET	11211	2157	6	NY005011310	BOILER
4	3346893	M	026	92 SOUTH 10TH STREET	11211	2157	6	NY005011310	
4	3346894	M	027	96 SOUTH 10TH STREET	11211	2157	6	NY005011310	

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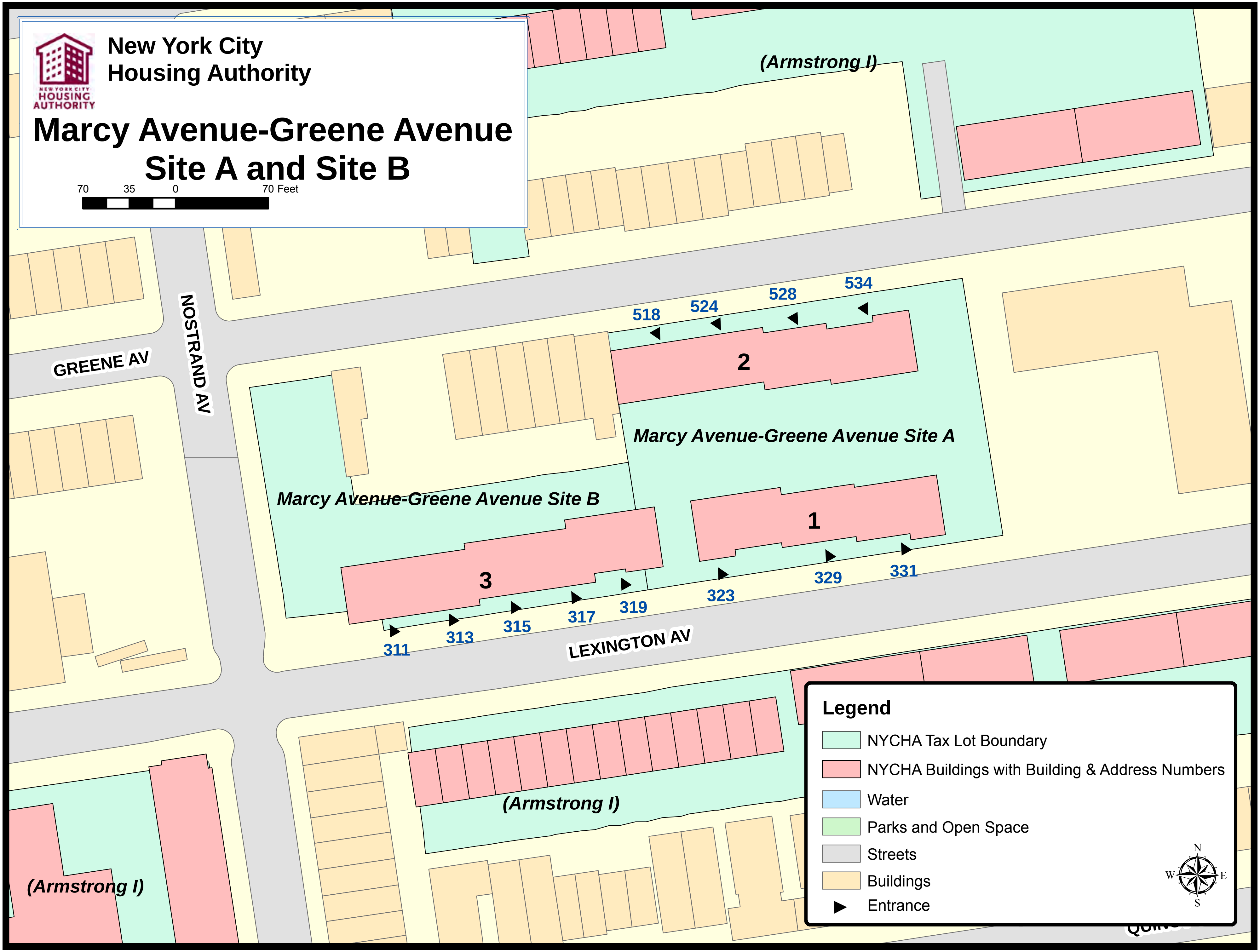
New York City
Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Marcy Avenue-Greene Avenue
Site A and Site B
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GREENE AV
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Marcy Avenue-Greene Avenue Site A
Marcy Avenue-Greene Avenue Site B
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331
LEXINGTON AV
(Armstrong I)
(Armstrong I)
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
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MARCY AVENUE-GREENE AVENUE SITE A

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3817160	M	004	518 GREENE AVENUE	11216	1798	20	NY005013590	
1	3392441	M	003	524 GREENE AVENUE	11216	1798	20	NY005013590	BOILER
1	3392441	M	002	528 GREENE AVENUE	11216	1798	20	NY005013590	
1	3817164	M	001	534 GREENE AVENUE	11216	1798	20	NY005013590	
2	3846624	M	005	323 LEXINGTON AVENUE	11216	1798	20	NY005013590	COMMUNITY ROOM
2	3846624		005	325 LEXINGTON AVENUE	11216	1798	20	NY005013590	LAUNDRY ROOM
2	3846624		005	327 LEXINGTON AVENUE	11216	1798	20	NY005013590	SATELLITE DEVELOPMENT MANAGEMENT OFFICE
2	3846624	M	006	329 LEXINGTON AVENUE	11216	1798	20	NY005013590	MAINTENANCE SHOP/ BOILER
2	3846624	M	007	331 LEXINGTON AVENUE	11216	1798	20	NY005013590	

MARCY AVENUE-GREENE AVENUE SITE B

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
				303 NOSTRAND AVENUE	11216	1798	5	NY005013590	
				305 LEXINGTON AVENUE	11216	1798	77	NY005013590	
				305 NOSTRAND AVENUE	11216	1798	4	NY005013590	
				307 NOSTRAND AVENUE	11216	1798	3	NY005013590	
				309 NOSTRAND AVENUE	11216	1798	2	NY005013590	
				492 GREENE AVENUE	11216	1798	7	NY005013590	DEVELOPMENT GROUNDS
				494 GREENE AVENUE	11216	1798	8	NY005013590	DEVELOPMENT GROUNDS
				496 GREENE AVENUE	11216	1798	9	NY005013590	DEVELOPMENT GROUNDS
3	3343342	M	008	311 LEXINGTON AVENUE	11216	1798	77	NY005013590	
3	3343342	M	009	313 LEXINGTON AVENUE	11216	1798	77	NY005013590	
3	3343342	M	010	315 LEXINGTON AVENUE	11216	1798	77	NY005013590	
3	3343342	M	011	317 LEXINGTON AVENUE	11216	1798	77	NY005013590	
3	3343342	M	012	319 LEXINGTON AVENUE	11216	1798	77	NY005013590	BOILER

NOTE:
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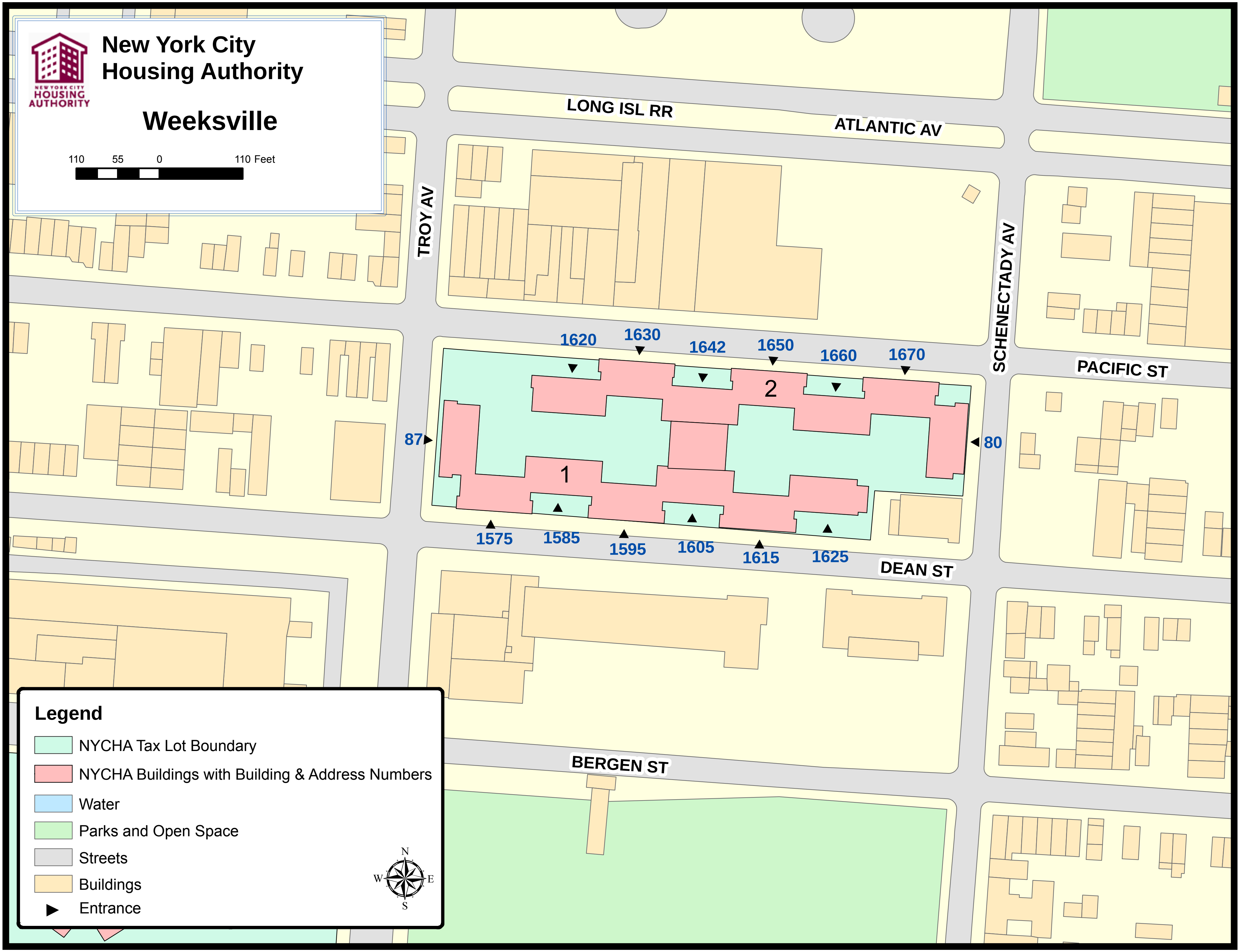
Revised as of 03/31/2011



New York City Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Weeksville
110 55 0 110 Feet
LONG ISL RR
ATLANTIC AV
TROY AV
SCHENECTADY AV
PACIFIC ST
DEAN ST
BERGEN ST
1620
1630
1642
1650
1660
1670
2
87
80
1
1575
1585
1595
1605
1615
1625
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
N
W
E
S

WEEKSVILLE GARDENS

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3324581	M	015	1575 DEAN STREET	11213	1341	1	NY005010310	
1	3324581	M	014	1585 DEAN STREET	11213	1341	1	NY005010310	
1	3324581	M	013	1595 DEAN STREET	11213	1341	1	NY005010310	
1	3324581	M	012	1605 DEAN STREET	11213	1341	1	NY005010310	
1	3324581	M	011	1615 DEAN STREET	11213	1341	1	NY005010310	BOILER
1	3324581	M	010	1625 DEAN STREET	11213	1341	1	NY005010310	
1	3324581	M	016	87 TROY AVENUE	11213	1341	1	NY005010310	
2	3035671	M	017	1620 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671	M	018	1630 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671		019	1640 PACIFIC STREET	11213	1341	12	NY005010310	COMMUNITY OPERATIONS SPACE (VACANT)
2	3035671	M	019	1642 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671	M	020	1650 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671	M	021	1660 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671	M	022	1670 PACIFIC STREET	11213	1341	12	NY005010310	LAUNDRY ROOM
2	3035671		022	1672 PACIFIC STREET	11213	1341	12	NY005010310	
2	3035671	M	023	80 SCHENECTADY AVENUE	11213	1341	12	NY005010310	

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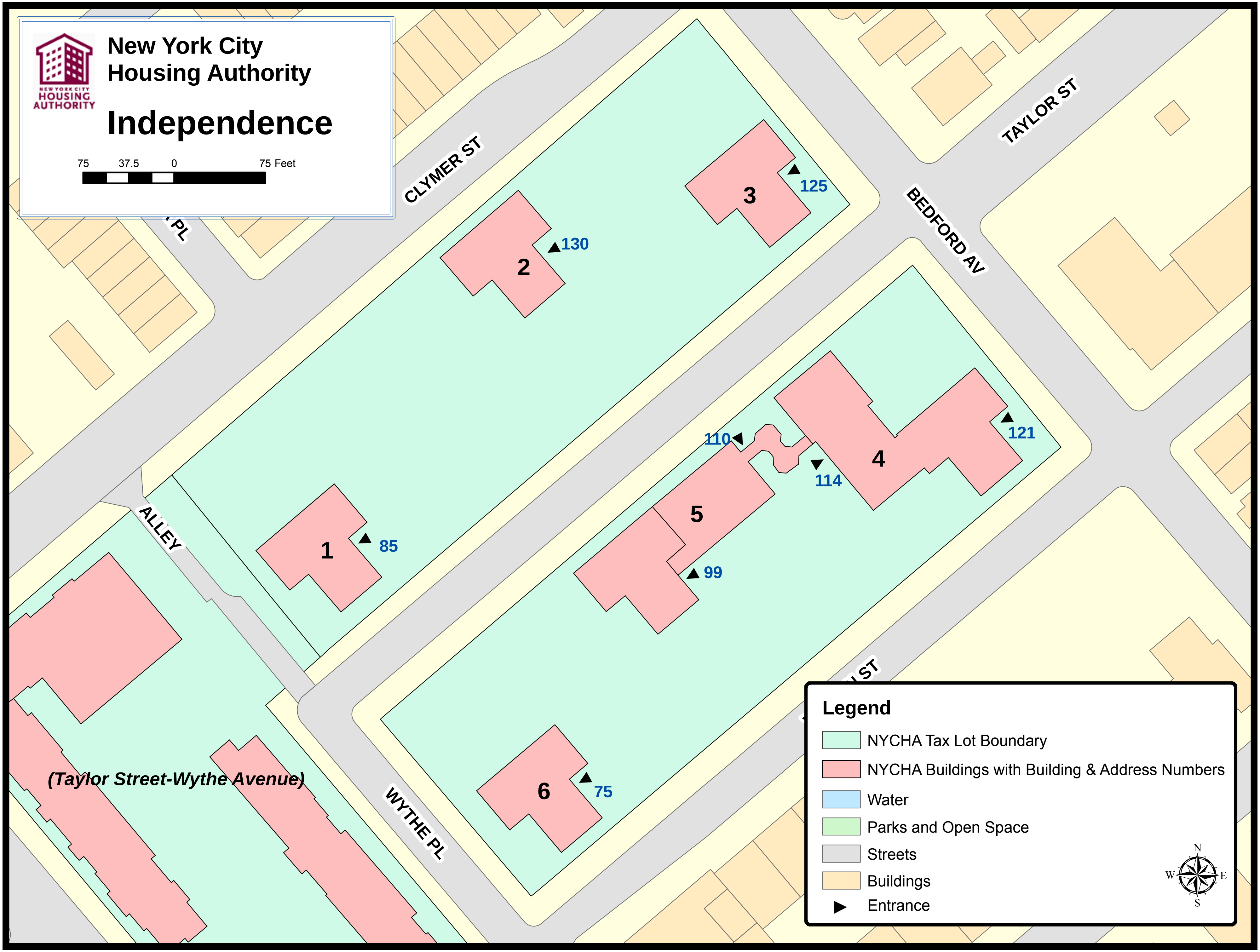
New York City
Housing Authority
Independence
75 37.5 0 75 Feet
CLYMER ST
TAYLOR ST
BEDFORD AV
ALLEY
WYTHE PL
(Taylor Street-Wythe Avenue)
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130
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121
114
110
5
99
6
75
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
N
S
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W

INDEPENDENCE

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3334990		001	83 TAYLOR STREET	11211	2172	1	NY005021400	
1	3334990	M	001	85 TAYLOR STREET	11211	2172	1	NY005021400	
2	3334991		002	128 CLYMER STREET	11211	2172	1	NY005021400	
2	3334991	M	002	130 CLYMER STREET	11211	2172	1	NY005021400	BOILER
3	3334989		003	119 TAYLOR STREET	11211	2172	1	NY005021400	
3	3334989		003	123 TAYLOR STREET	11211	2172	1	NY005021400	
3	3334989	M	003	125 TAYLOR STREET	11211	2172	1	NY005021400	
3	3334989		003	140 CLYMER STREET	11211	2172	1	NY005021400	DEVELOPMENT MAINTENANCE OFFICE
4	3059905		004	114 TAYLOR STREET	11211	2176	1	NY005021400	COMMUNITY CENTER/ SENIOR CENTER
4	3059905		004	119 WILSON STREET	11211	2176	1	NY005021400	
4	3059905	M	004	121 WILSON STREET	11211	2176	1	NY005021400	
5	3341986		005	110 TAYLOR STREET	11211	2176	1	NY005021400	DAY CARE CENTER
5	3341986		005	95 WILSON STREET	11211	2176	1	NY005021400	LAUNDRY ROOM
5	3341986		005	97 WILSON STREET	11211	2176	1	NY005021400	
5	3341986	M	005	99 WILSON STREET	11211	2176	1	NY005021400	
6	3341987		006	73 WILSON STREET	11211	2176	1	NY005021400	
6	3341987	M	006	75 WILSON STREET	11211	2176	1	NY005021400	

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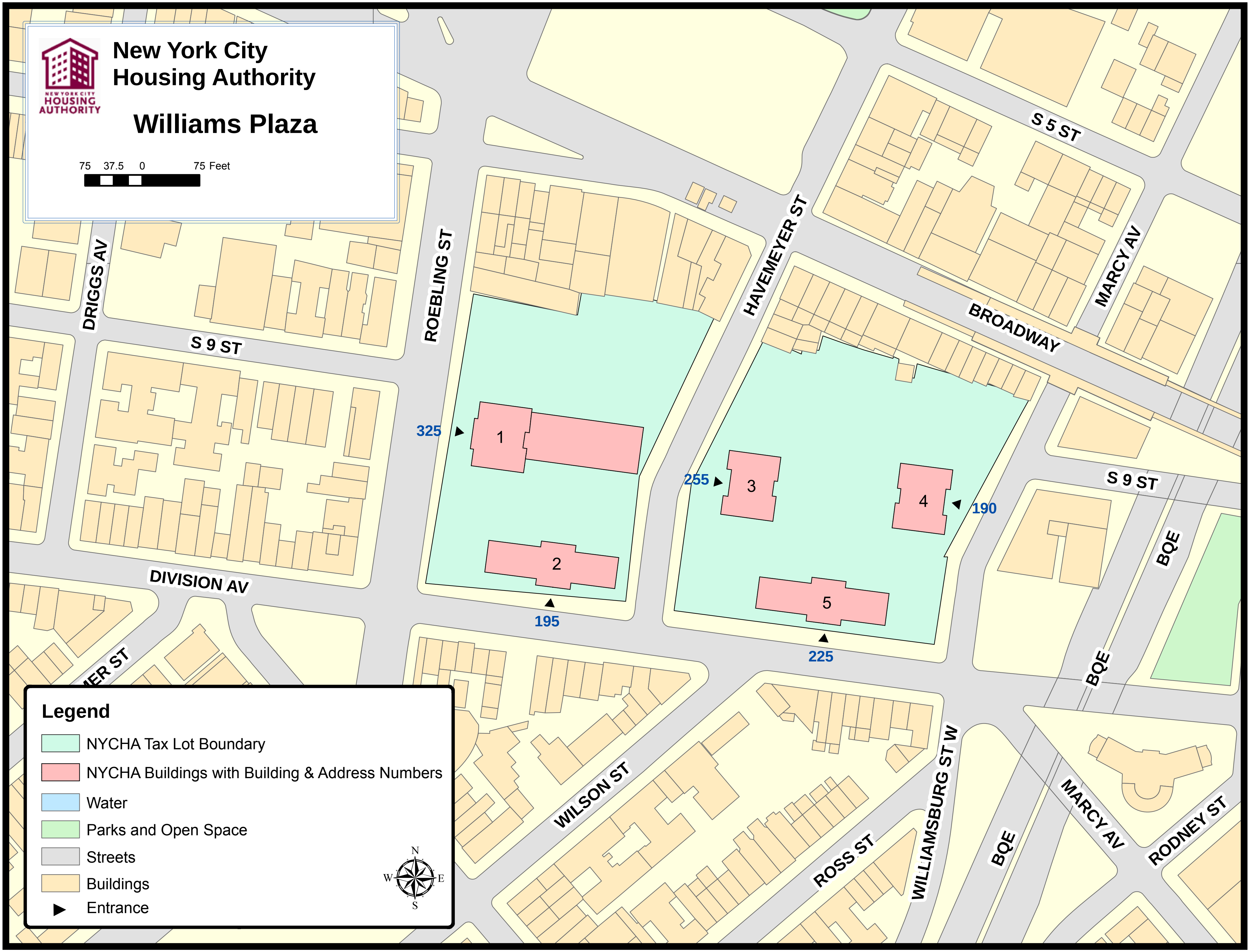
New York City
Housing Authority
NEW YORK CITY HOUSING AUTHORITY
Williams Plaza
75 37.5 0 75 Feet
Legend
NYCHA Tax Lot Boundary
NYCHA Buildings with Building & Address Numbers
Water
Parks and Open Space
Streets
Buildings
Entrance
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MARCY AV
BROADWAY
ROEBLING ST
DRIGGS AV
S 9 ST
DIVISION AV
WILSON ST
ROSS ST
WILLIAMSBURG ST W
BQE
MARCY AV
RODNEY ST
S 9 ST
1
2
3
4
5
325
195
255
225
190

WILLIAMS PLAZA

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3341975		001	321 ROEBLING STREET	11211	2140	26	NY005021280	COMMUNITY CENTER/ DAY CARE CENTER
1	3341975		001	323 ROEBLING STREET	11211	2140	26	NY005021280	
1	3341975	M	001	325 ROEBLING STREET	11211	2140	26	NY005021280	
1	3341975		001	327 ROEBLING STREET	11211	2140	26	NY005021280	
1	3341975		001	333 ROEBLING STREET	11211	2140	26	NY005021280	CHILD HEALTH CLINIC
2	3251681	M	002	195 DIVISION AVENUE	11211	2140	26	NY005021280	
3	3341976		003	253 HAVEMEYER STREET	11211	2141	19	NY005021280	
3	3341976	M	003	255 HAVEMEYER STREET	11211	2141	19	NY005021280	BOILER
4	3341977		004	188 MARCY AVENUE	11211	2141	19	NY005021280	
4	3341977	M	004	190 MARCY AVENUE	11211	2141	19	NY005021280	
5	3251682		005	221 DIVISION AVENUE	11211	2141	19	NY005021280	DEVELOPMENT MAINTENANCE OFFICE
5	3251682		005	223 DIVISION AVENUE	11211	2141	19	NY005021280	LAUNDRY ROOM
5	3251682	M	005	225 DIVISION AVENUE	11211	2141	19	NY005021280	
5	3251682		005	227 DIVISION AVENUE	11211	2141	19	NY005021280	DEVELOPMENT MANAGEMENT OFFICE

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Revised as of 03/31/2011

Exhibit C:
Unit Mix

Exhibit C
Unit Mix

DEVELOPMENT	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	CURRENT DU'S	TOTAL UNITS
ARMSTRONG I	61	33	144	48	39	44	369	371
ARMSTRONG II	0	0	146	61	24	17	248	248
572 WARREN STREET	54	44	50	42	5	5	200	200
BERRY STREET-SOUTH 9TH STREET	0	22	76	46	6	0	150	150
MARCY AVENUE-GREENE AVENUE SITE A	0	10	13	25	0	0	48	48
MARCY AVENUE-GREENE AVENUE SITE B	0	5	10	15	0	0	30	30
WEEKSVILLE GARDENS	19	33	4	196	4	0	256	257
INDEPENDENCE TOWERS	0	258	270	178	30	6	742	744
WILLIAMS PLAZA	2	228	118	174	51	4	577	577

Exhibit D:
RAD Contract Rents

Exhibit D
RAD Contract Rents

DEVELOPMENT	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
ARMSTRONG I	$993	$1,022	$1,174	$1,496	$1,599	$2,398
ARMSTRONG II	-	-	$1,174	$1,496	$1,599	$2,398
572 WARREN STREET	$1,038	$1,068	$ 1,226	$1,563	$1,670	$ 2,506
BERRY STREET- SOUTH 9TH STREET	-	$1,015	$1,165	$1,485	$1,587	-
MARCY AVENUE- GREENE AVENUE SITE A	-	$881	$1,012	$1,290	-	-
MARCY AVENUE- GREENE AVENUE SITE B	-	$881	$1,012	$1,290	-	-
WEEKSVILLE GARDENS	$1,006	$1,036	$1,189	$1,516	$1,620	-

Exhibit E:
Reasonable Rent

Exhibit E
Reasonable Rent

DEVELOPMENT	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Utilities
ARMSTRONG I	$1,714	$1,758	$2,014	$2,556	$2,722	$3,130	All Included
ARMSTRONG II	-	-	$2,014	$2,556	$2,722	$3,130	All Included
572 WARREN STREET	$1,714	$1,758	$2,014	$2,556	$2,772	$3,130	All Included
BERRY STREET-SOUTH 9TH STREET	-	$1,699	$1,954	$2,479	$2,642	-	Tenant Pays Electric
MARCY AVENUE-GREENE AVENUE SITE A	-	$1,699	$1,954	$2,479	-	-	Tenant Pays Electric
MARCY AVENUE-GREENE AVENUE SITE B	-	$1,699	$1,954	$2,479	-	-	Tenant Pays Electric
WEEKSVILLE GARDENS	$1,713	$1,758	$2,014	$2,556	$2,722	-	All Included
INDEPENDENCE TOWERS	-	$1,558	$1,789	$2,280	$2,437	$2,802	All Included
WILLIAMS PLAZA	$1,514	$1,558	$1,789	$2,280	$2,437	$2,802	All Included

Exhibit F:
Underwriting Standards

NYCHA Underwriting Guidelines

Project Cost Limits

Acquisition	Assumes a 5.5% cap rate. Cash acquisition payments not permitted for projects that contemplate City subsidy.
Development Costs	20-Year rCNA to be addressed for RAD and Unfunded Developments. 60% of HUD's published Hard Construction Cost ("HCC") limit to be budgeted for Section 18 units.
Construction Contingency	Minimum hard cost contingency of 10%.
Soft Cost Contingency	Minimum soft cost contingency of 5%.
Overhead and Profit	Contractor overhead, profit and general conditions will be limited to a maximum of 14% of hard costs.

Reserves

Operating Reserve	Capitalized operating reserve shall not exceed the greater of: 1) Three months of operating expenses, replacement reserves, and must pay debt service; or 2) Lender requirements
Replacement Reserves	Capitalized replacement reserves shall be minimized to balance 20-year RCNA needs with maximizing supportable debt.

Permanent Loan

NYCHA understands loan programs vary widely. While proposals may reference any loan program that is achievable, NYCHA will compare the proposed supportable debt to the net amount supported with the following terms.

Proposals with terms that deviate from those specified below are acceptable provided they: 1) achieve greater net proceeds (supportable debt less interest and fees); and 2) are accompanied with a lender letter that clearly identifies the proposed loan program, all relevant terms, and a statement indicating that the lender has conducted a preliminary underwriting review of the project.

Applicants may assume construction period bank credit enhancement or loan.

Amortization	35 years
Term	30 years
Underwriting Rate	For tax-exempt loans, assume a 4.65% indicative rate, subject to market at time of financing; taxable rate, if contemplated, may be at a slight premium
Debt Coverage	1.15x
Loan-to-Value	80%
Vacancy	5%
Operating Expenses	$9,600 per unit per year.
Income/Expense Trending	2% / 3%
Total Fees	2.00%

Construction Loan

As in the case of the permanent financing, NYCHA will underwrite proposals based on the terms described below for the purpose of comparing proposal submissions.

Underwriting Rate	30-day LIBOR + 225bps (rate as of submission deadline)
Term	24 months
Interest Calculation	60% average principal balance
Total Fees	2.00%

Exhibit G:
Outstanding Balances

Exhibit G
Outstanding Balances

HDC Debt
Independence Towers: $2,029,383
Williams Plaza: $1,554,420

NYCHA Debt
Independence Towers: $7,228,304
Williams Plaza: $4,336,010

Bond A Proceeds
Williams Plaza: $100,110
Armstrong I: $141,228
Armstrong II: $78,567
572 Warren Street: $190,377

Please note that current balances may be lower than the figures shown above.

Exhibit H:
NYCHA Regulatory Agreement

RECORD AND RETURN TO:

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (this "**Agreement**"), dated as of ___________, 20__, is by and among the NEW YORK CITY HOUSING AUTHORITY, a public benefit corporation organized under the laws of the State of New York with an address of 250 Broadway, 12th Floor, New York, New York 10007, (the "**PHA**"), NYCHA _________ HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York with an address c/o NYCHA Law Department, 250 Broadway, 9th Floor, New York, New York 10007 (the "**HDFC**"), and _________ OWNER, LLC, a New York limited liability company, maintaining an office at ___________________(the "**Owner**").

RECITALS

A. The PHA's mission is to increase opportunities for low- and moderate-income New Yorkers by providing safe, affordable housing and facilitating access to social and community services.

B. The PHA has adopted in collaboration with the New York City Rental Assistance Demonstration Roundtable on Resident Rights and Protections those certain "Principles for the Rental Assistance Demonstration: Supplemental Resident Rights and Protections Under RAD Conversion" dated as of June 13, 2016 (the "**PACT Principles**");

C. The PHA is the fee owner of certain real property described in Exhibit A, attached hereto and incorporated herein (the "**Property**");

D. The PHA, the HDFC, and the Owner are entering into that certain Lease Agreement, dated as of even date herewith (the "**Lease Agreement**"), which will convey a leasehold interest in the affordable housing development commonly known as __________ (the "**Development**") to the HDFC and Owner;

E. The Owner and the HDFC have elected to operate the Development for affordable housing purposes and documented such elections in those certain RAD Use Agreements and Declaration of Restrictive Covenants and Use Agreements, all of which are recorded simultaneously herewith;

F. Furthermore, PHA, either directly or through its affiliate, possesses certain approval rights and oversight of the Development and its continued affordability under the Lease Agreement, the Amended and Restated Operating Agreement of the managing member of the sole member of the Owner, those certain subsidy contracts between the PHA and Owner providing operating assistance to the Development, and that certain Payment in Lieu of Tax Agreement applicable to the Development (the "**PILOT**");

G. The PHA, the HDFC and the Owner desire to further encumber the Property with this Agreement in order to preserve the Development as affordable housing by setting forth below certain rights afforded the PHA.

AGREEMENT

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below. The Recitals are incorporated by reference.

1. Definitions.

a. "**Effective Date**" shall mean the date of this Agreement.

b. "**Persons of Low Income" and "Families of Low Income**" shall have the meaning set forth in section two of the Private Housing Finance Law of the State of New York, as may be further restricted by the definition of the same terms in section three of the Public Housing Law of the State of New York.

c. "**Project Documents**" shall mean the RAD Use Agreements, the Declaration of Restrictive Covenants and Use Agreements, and the Lease.

d. "**Restricted Period**" shall mean the period the Property is subject to the Use Requirement, as set forth in Section 2(b).

e. "**Use Requirement**" shall mean the use restrictions set forth in Section 2(a).

2. Use Requirement.

a. Generally. The PHA, the HDFC, and the Owner, each for itself and for its successors and assigns, hereby covenants and agrees that initial occupancy of all residential units in the Development, unless otherwise agreed to in the Lease, shall be restricted as set forth in the Project Documents and, in any event, shall be made available to Persons of Low Income and Families of Low Income throughout the period set forth in Section 2(b).

b. Restricted Period. The Use Requirement shall encumber the Property from the Effective Date through such date which is ninety-nine (99) years following the Effective Date.

c. NYCHA Approval and Removal Rights. NYCHA, either directly or through its affiliate(s), shall have the right to:

i. approve certain actions in accordance with the Amended and Restated Operating Agreement of the managing member of the sole member of the Owner (the "**Operating Agreement**"), including but not limited to:

(1) approval and adoption of the form of lease, tenant screening process, and tenant selection method and any modification thereof, in compliance with the RAD Requirements or the PBV Requirements for the Development, as applicable, and the PACT Principles;

(2) any action having a material adverse impact on the affordability of the Development or the Development's continued eligibility for the PILOT;

ii. cause the removal of the administrative member of the Owner upon the occurrence of a "Removal Event" as described in the Operating Agreement which Removal Events shall include, but not be limited to, failure to comply with and subsequent failure, after notice thereof, to correct instances of non-compliance with the Lease Agreement, the RAD Requirements, the PBV Requirements, or the PACT Principles, provided that such failure has a material adverse effect on the operation of the Development;

iii. in accordance with the Operating Agreement, be permitted to ensure that the Development be maintained and operated as affordable housing, as such affordability standards may be determined by NYCHA or its affiliate(s) in its discretion and in accordance with the RAD Requirements, the PBV Requirements, the PACT Principles and regulatory agreements entered into by the Owner.

d. <u>Exceptions to the Use Requirement</u>. The following events shall not constitute a breach of the Use Requirement:

i. <u>Vacancy</u>. If any unit in the Development is left vacant for a reasonable period and Owner is exercising best efforts to eliminate such vacancy.

ii. <u>Casualties</u>. If the Development is damaged or destroyed by fire or other casualty and the use of the Development in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction.

iii. <u>Takings</u>. If the Development is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof.

3. <u>Release</u>. This Agreement shall remain as an encumbrance against the Property for the Restricted Period unless there is mutual consent by the PHA, the HDFC and the Owner to release prior to the termination of the Restricted Period. The release of this Agreement shall not affect the restrictions imposed by any other document recorded against the Property or to which the PHA, Owner and HDFC are parties affecting the Property and the Development.

4. <u>Subordination</u>.

a. This Agreement is subordinate to those certain RAD Use Agreements by and among the PHA, HDFC, Owner and HUD and those certain Declaration of Restrictive Covenants and Use Agreements by and among the PHA, HDFC and Owner of approximately even date herewith and recorded among the land records prior hereto. If there are any conflicts between the provisions of this Agreement and the RAD Use Agreements and the Declaration of Restrictive Covenants and Use Agreements, the provisions of the RAD Use Agreements and Declaration of Restrictive Covenants and Use Agreements shall control.

b. This Agreement and all terms and conditions contained herein shall be subject to and subordinate to, in all respects, any lien secured by any mortgage encumbering the Property or any portion thereof including without limitation any mortgage on a leasehold estate (including future mortgages executed after the date hereof) held by any lender and any rights of any lender secured by such mortgages, including the right to foreclose such mortgage and for such lender or its nominee or purchaser at foreclosure take ownership of such leasehold estate without encumbrance of this Agreement, provided however nothing contained herein shall be construed to be a subordination of the RAD Use Agreements or the Declaration of Restrictive Covenants and Use Agreements.

c. In the event of any inconsistency between the Use Requirement and the tenant income requirements set forth in any other document recorded against the Property, the most restrictive tenant income requirement shall control.

5. Third Party Beneficiaries. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.

6. Successors and Assigns. Recordation of this Agreement shall constitute the agreement by Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement, including any PHA-approved transferee.

7. Notices. All notices under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first-class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to Owner, or the PHA, as appropriate, at the addresses for such parties set forth above. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received seven (7) calendar days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 6.

PHA:

Until December 31, 2019:
New York City Housing Authority
250 Broadway, 3rd Floor
New York, New York 10007
Attention: Vice President for Real Estate Development

New York City Housing Authority
250 Broadway, 7th Floor
New York, New York 10007
Attention: Associate General Counsel for Real Estate and Economic Development

From and after January 1, 2020:
New York City Housing Authority
90 Church Street, 5th Floor
New York, New York 10007
Attention: Vice President for Real Estate Development

New York City Housing Authority
90 Church Street, 11th Floor
New York, New York 10007
Attention: Associate General Counsel for Real Estate and Economic Development

OWNER:

With a copy to:

8. Amendments. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

9. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York, and the parties shall submit to the jurisdiction and venue of the courts in the City and County of New York.

10. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

11. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

12. Definitions. All initially capitalized terms used in this Agreement, if not otherwise defined herein, shall have the meanings ascribed to such terms in the Operating Agreement.

[Remainder of this page intentionally left blank]

Exhibit I:
RAD Use Agreement

Rental Assistance Demonstration Use Agreement	**U.S. Department of Housing and Urban Development** Office of Housing Office of Public and Indian Housing	**OMB Approval No. 2502-0612 (Exp. 04/30/2020)**

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0276), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Prepared by:
____
____
____
____

After recording return to:
____
____
____
____

This Rental Assistance Demonstration Use Agreement (hereinafter called the "Agreement") is made as of [______________________(*date)*], for the benefit of and agreed to by the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates (hereinafter called "HUD") by __________________________, ("Project Owner"), [and ____, ("PHA") (*if Project Owner is not the owner of the fee estate, include PHA or other owner of the fee estate.*)].

Whereas, Rental Assistance Demonstration (hereinafter called "RAD") provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through access to private debt and equity to address immediate and long-term capital needs.

Whereas, the [*PHA or Project Owner*] is the fee owner of the real property described on Exhibit A (the "Property"), upon which is or will be located improvements owned or to be owned by Project Owner receiving assistance converted pursuant to RAD, which project will commonly be known as ________________________________ (the "Project"). The Project will contain [_____] dwelling units, of which [_____] ("Assisted Units") are subject to a RAD Housing Assistance Payment contract, as the same may be renewed, amended or replaced from time to time ("RAD HAP contract").

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011, as amended from time to time, the "RAD Statute"); and the corresponding PIH Notice 2012-32, rev-2, as amended from time to time, and any successor document and/or regulations (hereinafter called the "RAD Notice"), which this Agreement incorporates by this reference, the PHA and/or the Project Owner, as applicable, has agreed to encumber the Property and the Project Owner has agreed to operate the Project in accordance with this Agreement in exchange for HUD's agreement to execute or permit the execution of the RAD HAP contract and the assistance provided thereby;

Whereas, in accordance with the RAD Statute and RAD Notice, except as otherwise agreed in writing by HUD, this Agreement is to be recorded superior to other liens on the Property, run until the conclusion of the initial term of the RAD HAP contract, automatically renew upon each extension or renewal of the RAD HAP contract for a term that runs with each renewal term of the RAD HAP contract, and remain in effect even in the case of abatement or termination of the RAD HAP contract for the term the RAD HAP contract would have run, absent the abatement or termination.

Now Therefore, in consideration of the foregoing, conversion of assistance pursuant to RAD, provision of rental assistance pursuant to the RAD HAP contract and other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement and not otherwise defined have the same meaning as set forth in the RAD Notice.

2. **Term.** The initial term of this Agreement commences upon the date this Agreement is entered into and shall run until the conclusion of the initial term of the RAD HAP contract. The RAD HAP contract is effective for [15/20 years (insert appropriate term)]. Unless otherwise approved by HUD, this Agreement shall remain in effect through the initial term of the RAD HAP contract and for additional periods to coincide with any renewal term of the RAD HAP contract or any replacement HAP contract. It is the intention of the parties that the RAD HAP and this Agreement shall each renew upon the completion of its initial term. Therefore, this Agreement shall remain in effect until a release is recorded as contemplated by Section 8. Such release shall be the evidence of the non-renewal of the HAP Contract, of the determination not to execute a replacement HAP contract and of the termination of this Agreement. This Agreement will survive abatement of assistance or termination of the RAD HAP contract unless otherwise approved by HUD.

3. **Use Restriction and Tenant Incomes.** The Assisted Units shall be leased in accordance with the RAD HAP contract, including any applicable eligibility and/or income-targeting requirements. In the case that the RAD HAP contract is terminated prior to the completion of the term or renewal term, if applicable, of this Agreement (by way of illustration and not limitation, for breach or non-compliance), for the remainder of the term of this Agreement new tenants leasing the Assisted Units (except if any of the Assisted Units is a HUD-approved manager unit) must have incomes at or below 80 percent of the Area Median Income (AMI) at the time of admission ("Eligible Tenants"). Additionally, rents for such Assisted Units must not exceed 30% of 80% of the AMI for households of the size occupying an appropriately sized unit. Notwithstanding the foregoing, in the event the Project Owner so requests and is able to demonstrate to HUD's satisfaction that despite the Project Owner's good faith and diligent efforts to do so, the Project Owner is unable either (1) to rent a sufficient percentage of Assisted Units to Eligible Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Project Owner and HUD. Any such modification of the restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.

4. **Survival.** This Agreement will survive foreclosure and bankruptcy.

5. **Fair Housing and Civil Rights Requirements**. The Project Owner and its agents, where applicable, shall ensure that the Project complies with applicable federal fair housing and civil rights laws, regulations, and other legal authorities, including those identified at 24 C.F.R. § 5.105.

6. **Accessibility Requirements.** The Project Owner and its agents, where applicable, shall ensure that the Project complies with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively.

7. **Restrictions on Transfer.** HUD has been granted and is possessed of an interest in the above described Project. Except as authorized below, the Project Owner and, if a party hereto, the PHA, shall not transfer, convey, encumber or permit or suffer any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Project and/or Property or any part thereof without prior written consent of HUD. Notwithstanding the foregoing, HUD hereby authorizes (a) leases in the normal operation of the Project, (b) subordinate liens contemplated by a RAD Conversion Commitment executed in connection with the Project, whether such liens are recorded concurrent with the recordation of this Use Agreement or recorded subsequent hereto (such as permanent financing to replace construction-period financing), and (c) conveyance or dedication of land for use as streets, alleys, or other public rights-of-way and grants and easements for the establishment, operation and maintenance of public utilities. Except as otherwise approved in writing by HUD, any lien on the Project and/or Property shall be subject and subordinate to this Agreement. Unless this Agreement is released by HUD, any transferee of the Project and/or Property shall take title subject to this Agreement. In the event of a default

under the RAD HAP contract including, without limitation, upon any transfer of the Property or Project without HUD consent, upon expiration of any applicable notice and/or cure periods, HUD may transfer the RAD HAP contract and the rental assistance contemplated therein to another entity and/or Property and/or Project. The Project Owner has constituted HUD as its attorney-in-fact to effect any such transfer.

8. **Amendment or Release.** This Agreement may not be amended without HUD consent. This Agreement shall remain as an encumbrance against the Property unless and until HUD executes a release for recording. This Agreement may only be released by HUD in its sole discretion. In the event that the RAD HAP is, in accordance with all applicable laws and RAD program requirements, not renewed or replaced, HUD shall not unreasonably fail to provide such a release upon the completion of the applicable term of this Agreement.

9. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

10. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.

11. **Conflicts.** Any conflicts between this Agreement and the RAD HAP contract or any other applicable HUD program requirements shall be conclusively resolved by the Secretary.

12. **Execution of Other Agreements.** The Project Owner and, if a party hereto, the PHA, agrees that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

13. **Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, the Project Owner and, if a party hereto, the PHA, agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. At HUD's option, HUD may implement any such statutory amendment through rulemaking.

14. Lender Provisions.

A. Nothing in this Agreement prohibits any holder of a mortgage or other lien against the Property or Project from foreclosing its lien or accepting a deed in lieu of foreclosure. Any lien holder shall give HUD, as a courtesy, written notice prior to declaring an event of default. Any lien holder shall provide HUD concurrent notice with any written filing of foreclosure filed in accordance with state law provided that the foreclosure sale shall not occur sooner than sixty days (60) days after such notice to HUD. The Notice to HUD may be personally delivered or sent by U.S. certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows:

If for PBRA transactions:
U.S. Department of Housing and Urban Development
451 7th Street SW, Room 9100
Washington, DC 20410
Attention: Office of the Assistant Secretary for Housing - Rental Assistance Demonstration

If for PBV transactions:
U.S. Department of Housing and Urban Development
451 7th Street SW, Room 4100
Washington, DC 20410
Attention: Office of the Assistant Secretary for Public and Indian Housing - Rental Assistance Demonstration

B. Notwithstanding any lien holder's foreclosure rights, this Agreement survives foreclosure and any new owners of the Property or the Project take ownership subject to this Agreement.

C. Transfer of title to the Property or the Project may be grounds for termination of assistance under the RAD HAP contract. However, HUD may permit, through prior written consent by HUD, the new owner of the Property or the Project to assume the RAD HAP contract, subject to the terms included therein, or enter into a new HAP contract. Any HUD consent to continued HAP assistance is subject to the RAD Statute and other RAD program requirements.

D. Each entity interested in purchasing the Property in a foreclosure sale administered under state foreclosure law may submit a written request to HUD to continue RAD HAP contract assistance in the event of such entity's successful acquisition at the foreclosure sale. Such request shall be submitted by the latter of ten business days after first publication of the foreclosure sale or 60 days prior to such foreclosure sale.

15. **Successors and Assigns**. This Agreement shall be binding upon the Project Owner and, if a party hereto, the PHA, and all future successors and assigns of either with respect to any portion of the Property or the Project.

In Witness Whereof, these declarations are made as of the first date written above.

Department of Housing and Urban Development

By: ________________________________
Name:
Title:

Date: ________________________________

District of Columbia)) ss:)

Before me, ____, a Notary Public in and for the District of Columbia on this ___________ day of ______________________________ , 20____, personally appeared ____ , who is personally known to me to be the person who executed the foregoing instrument by virtue of the authority vested in him by the Department of Housing and Urban Development, and did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this _________ day of ____________________________________, 20___.
(Seal)

____ (Notary Public)

My commission expires ________________________, 20 ______.

Project Owner:

[*Insert Project Owner signature block*.]

Date: ____

State of)
) ss:
County of)

On this __________ day of ______________________________, 20 _______, before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ____ , proved to me on the basis of satisfactory evidence to be the [*title*] of [*Project Owner entity name*] and the person who executed this instrument on behalf of Project Owner.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

____ (Notary Public)

My commission expires ________________________, 20 ______.

***[PHA or fee owner]*:**

[*Insert PHA or fee owner signature block*.]

Date: ____

State of)
) ss:
County of)

On this ____________ day of __________________________________, 20 ________, before me , a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ____ proved to me on the basis of satisfactory evidence to be the [*title*] of [*Lessee entity name*] and the person who executed this instrument on behalf of Lessee.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

____ (Notary Public)

My commission expires ___________________________, 20 _______.

EXHIBIT A – Property Subject to this RAD Use Agreement

Exhibit J:
Declaration of Restrictive Covenants and Use Agreement - Section 18 units

RECORD AND RETURN TO:

(Space above this line for recorder's use.)

DECLARATION OF RESTRICTIVE COVENANTS AND USE AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND USE AGREEMENT (this "**Declaration**"), dated as of __________, 20__ by and among the NEW YORK CITY HOUSING AUTHORITY, a public benefit corporation organized under the laws of the State of New York with an address of 250 Broadway, 12th Floor, New York, New York 10007, (the "**PHA**"), NYCHA ________ HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York with an address c/o NYCHA Law Department, 250 Broadway, 9th Floor, New York, New York 10007 (the "**HDFC**"), and ______OWNER, LLC, a New York limited liability company with an address c/o __________ Company, ___________, __________________________ (the "**Owner**"), for the benefit of the U.S. Department of Housing and Urban Development, with an address of 451 Seventh Street, SW, Washington, DC 20410, Attention: Office of Public Housing Investments, Special Application Center ("**HUD**").

RECITALS

A. The PHA is the fee owner of certain real property described in Exhibit A, attached hereto and incorporated herein (the "**Property**"). The development of the Property, the operation of the Property, and/or the acquisition of the site or sites thereof by the PHA was previously financed with assistance provided by HUD and the Property was previously used for public housing purposes pursuant to agreements by and between HUD and the PHA;

B. HUD and the PHA have released the Property from any declaration of restrictive covenants, declaration of trust and/or obligation associated with the prior public housing uses of the Property pursuant to Section 18 of the Act. In lieu of the prior restrictions, HUD and the PHA desire to restrict the ongoing use of the Property as set forth in this Declaration.

C. The PHA, the HDFC, and the Owner are entering into that certain Lease Agreement, dated as of even date herewith, which will convey a leasehold interest in the affordable housing development commonly known as _____________ (the "**Development**") to the Owner and HDFC (the "**Lease Agreement**");

D. The Development includes __________(Number) buildings across ________ (Number) developments, containing _______ (Number) units of affordable housing (the "**Rental Units**"), as well as ____ (Number) community room, ___ (Number) community facility space and ______ (Number) other residential units that shall be designated as dwelling units for on-site superintendent staff, all as more particularly described on Exhibit A-1 of the Lease Agreement;

E. The PHA has requested that the Owner modernize or cause the modernization of the Development;

F. Of the __________ (Number) developments in the Development, __________ (Number) developments, containing __________ (Number) Rental Units are being conveyed from the PHA to the Owner, pursuant to that certain Section 18 Disposition Approval issued by HUD on ____________ (collectively, the "**Section 18 Buildings**");

G. The PHA is project-basing ________ (___) vouchers at the Property pursuant to a Section 8 project-based Housing Assistance Payments Contract (Form HUD 52530B or its successor) (the "**HAP Contract**");

H. The Owner and the HDFC have elected to operate the Section 18 Buildings for Affordable Housing Purposes (as defined below), and the parties desire to document that election in this Declaration. The specific intended Affordable Housing Purposes will include affordable rental housing pursuant to Federal or local housing programs serving households with incomes at or below 80% of area median income at initial occupancy or as otherwise permitted by HUD; and

I. Except as otherwise agreed in writing by HUD or as set forth on Schedule B of the Owner's pro forma title policy, this Declaration is to be recorded superior to other liens on the Property, run until the conclusion of the initial term of the HAP Contract, automatically renew upon each extension or renewal of the HAP Contract for a term that runs with each renewal term of the HAP Contract, and remain in effect even in the case of abatement or termination of the HAP Contract for the term the HAP Contract would have run, absent the abatement or termination.

AGREEMENT

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below. The Recitals are incorporated by reference.

1. Definitions.

   a. "**Act**" shall mean the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq.

b. “**Affordable Housing Purposes**” shall mean any activity that supports the pre-development, development or rehabilitation of other RAD conversions, public housing, housing assisted under Section 8 of the Act, properties subject to low-income housing tax credit use restrictions, or other federal or local housing programs serving households with incomes at or below 80% of area median income at initial occupancy or otherwise permitted by HUD, or that provide services or amenities that will be used primarily by low-income households as defined by the Act.

c. “**Restricted Period**” shall mean the period the Property is subject to the Use Requirement, as set forth in Section 2(b).

d. “**Use Requirement**” shall mean the use restrictions set forth in Section 2.

2. Use Requirement.

a. Generally. The PHA, the HDFC, and the Owner, each for itself and for its successors and assigns, hereby covenants and agrees for the benefit of HUD that the Section 18 Buildings shall be used for Affordable Housing Purposes throughout the period set forth in Section 2(b). The PHA shall be responsible for monitoring and enforcing the Use Requirement throughout the period set forth in Section 2(b).

b. Restricted Period. The Use Requirement shall encumber the Property from the date of this Declaration through such date which is twenty (20) years following the effective date of the HAP Contract. The Use Requirement shall automatically renew for successive periods that are coterminous with the HAP Contract upon the simultaneous renewal of the HAP Contract. It is the intention of the parties that the HAP Contract and this Declaration shall each renew upon the completion of its initial term. Therefore, this Declaration shall remain in effect until a release is recorded as contemplated by Section 3. Such release shall be the evidence of (i) the non-renewal of the HAP Contract, (ii) the determination by the PHA and the Owner not to execute a replacement HAP Contract, and (iii) the termination of this Declaration. This Declaration will survive abatement of assistance or termination of the HAP Contract unless otherwise approved by HUD.

c. Exceptions to the Use Requirement. The following events shall not constitute a breach of the Use Requirement:

i. Vacancy. If the Section 18 Buildings or any unit within the Section 18 Buildings are left vacant for a reasonable period.

ii. Casualties. If the Section 18 Buildings are damaged or destroyed by fire or other casualty and the use of the Section 18 Buildings in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction.

iii. Takings. If the Section 18 Buildings are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof.

iv. Notwithstanding the foregoing, in the event the Owner so requests and is able to demonstrate to HUD's satisfaction that despite the Owner's good faith and diligent efforts to do so, the Owner is unable either (1) to comply with the Use Requirement, or (2) to otherwise provide for the financial viability of the Property, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the Use Requirement or otherwise modify this restriction in a manner acceptable to the Owner and HUD. Any such modification of the Use Requirement shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.

3. Release. This Declaration shall remain as an encumbrance against the Property unless and until HUD executes a release for recording. This Declaration may only be released by HUD. In the event that the HAP Contract is, in accordance with all applicable laws, not renewed or replaced as described in Section 2(b) above, HUD shall provide such a release upon the completion of the applicable term of this Declaration.

4. Restrictions on Transfer.

a. The Owner shall not convey, assign, transfer, lease, sublease, pledge, hypothecate, encumber or otherwise dispose of the Property or any interest therein or permit the conveyance, assignment, transfer, lease, pledge or encumbrance of the Property during the period covered by this Declaration without the prior written approval of the PHA and HUD, not to be unreasonably withheld. Notwithstanding the foregoing, the Owner need not obtain the prior written approval of the PHA and HUD for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (ii) the granting of easements for the establishment, operation and maintenance of public utilities, (iii) the documentation of residential lease or other occupancy arrangements in the normal course of operation of the Property, and/or (iv) any other transfer permitted in the Lease Agreement.

b. Except as otherwise approved in writing by the PHA and HUD or as set forth on Schedule B of the Owner's pro forma title policy, any lien on the Property shall be subject and subordinate to this Declaration. Unless this Declaration is released by HUD, any transferee of the Property shall take title subject to this Declaration.

c. In the event of a default under the HAP Contract including, without limitation, upon any transfer of the Property or Section 18 Buildings without consent of PHA and HUD, upon expiration of any applicable notice and/or cure periods, PHA may transfer the HAP Contract and the rental assistance contemplated therein to another entity, property and/or project. The Owner has constituted HUD as its attorney-in-fact to effect any such transfer.

5. Events of Default.

a. Upon breach of any of the terms of this Declaration, HUD shall give the PHA, the HDFC, and the Owner written notice of the breach. The defaulting party shall have thirty (30) calendar days after receipt of such notice of breach to cure the breach; provided that, if the defaulting party uses commercially reasonable efforts to cure the breach within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the breach, such approval not to be unreasonably withheld, conditioned or delayed. If the breach is not corrected to the satisfaction of HUD within the prescribed cure period HUD may declare a default under this Declaration (an "**Event of Default**") without further notice. The PHA shall have the right, but not the obligation, to cure any Event of Default by the Owner or the HDFC, and HUD agrees to accept the PHA's performance as though the same had been done by the Owner or the HDFC, applicable.

b. The Owner does hereby acknowledge and declare that, upon an Event of Default and without further action by the Owner, the Owner is possessed of the Property and holds the Property in trust for the benefit of PHA. During the existence of the trust hereby created, PHA has been granted and is possessed of an interest in the above described Property, specifically the right to require the Owner to remain seized of the title to the Property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of the Property or any part thereof, any appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any interest in any of the same, except that the Owner may (a) lease dwellings and other spaces and facilities in the Property, or (b) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (c) upon request by HUD, convey title to or deliver possession of the Property to HUD.

c. In addition to the foregoing, upon an Event of Default, PHA shall have all other remedies available under statute, at law or in equity. No person or entity, other than the parties to this Declaration, has any rights or remedies under this Declaration. Further, PHA may take whatever investigative steps it deems necessary to ensure compliance. In the Event of Default, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of this Declaration and/or to enjoin any violation of this Declaration in Federal Court. The right to specific performance and injunction shall be in addition to all other remedies available to PHA under statute, at law or in equity.

6. Third Party Beneficiaries. No person or entity, other than the parties to this Declaration, has any rights or remedies under this Declaration.

7. Successors and Assigns. Recordation of this Declaration shall constitute the agreement by Owner to be bound by and to comply with the restrictions set forth in this Declaration. The benefits and burdens of this Declaration touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Declaration, including any PHA-approved transferee.

8. Notices. All notices under this Declaration shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first-class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to Owner, HUD or the PHA, as appropriate, at the addresses for such parties set forth above. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received seven (7) calendar days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

PHA:

Until December 31, 2019:
New York City Housing Authority
250 Broadway, 3rd Floor
New York, New York 10007
Attention: Vice President for Real Estate Development

New York City Housing Authority
250 Broadway, 7th Floor
New York, New York 10007
Attention: Associate General Counsel for Real Estate and Economic Development

From and after January 1, 2020:
New York City Housing Authority
90 Church Street, 5th Floor
New York, New York 10007
Attention: Vice President for Real Estate Development

New York City Housing Authority
90 Church Street, 11th Floor
New York, New York 10007
Attention: Associate General Counsel for Real Estate and Economic Development

Ballard Spahr LLP
300 E. Lombard Street, 18th Floor
Baltimore, MD 21202
Attention: Amy M. McClain, Esq.

HUD:

U.S. Department of Housing and Urban Development
451 7th Street SW, Room 4100
Washington, DC 20410
Attention: Office of the Assistant Secretary for Public and Indian Housing

OWNER:

9. Amendments. This Declaration may be amended only by a written instrument signed by the parties to this Declaration. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Declaration without the prior written approval of HUD.

10. Subordination. Any mortgage liens shall be subject and subordinate to this Declaration. This Declaration shall survive foreclosure and bankruptcy.

11. Fair Housing and Civil Rights Requirements. The Owner and its agents, where applicable, shall ensure that the Section 18 Buildings comply with applicable federal fair housing and civil rights laws, regulations, and other legal authorities, including those identified at 24 C.F.R. § 5.105.

12. Accessibility Requirements. The Owner and its agents, where applicable, shall ensure that the Section 18 Buildings comply with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively.

13. Execution of Other Declarations. Owner covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Declaration, and that in any event, the provisions of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

14. Governing Law. This Declaration shall be governed, construed and interpreted in accordance with the laws of the State of New York, and the parties shall submit to the jurisdiction and venue of the courts in the City and County of New York.

15. Severability. The invalidity or unenforceability of any clause, part or provision of this Declaration shall not affect the validity or enforceability of the remaining portions thereof.

16. Counterpart Signatures. This Declaration may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

[Remainder of this page intentionally left blank].

Exhibit K:
Declaration of Restrictive Covenants and Use Agreement – Unfunded Developments

RECORD AND RETURN TO:
New York City Housing Authority
250 Broadway
New York, New York 10007
Attn: General Counsel

(Space above this line for recorder's use.)

Declaration of Restrictive Covenants and Use Agreement

______________Houses

This Declaration of Restrictive Covenants and Use Agreement (this "**Declaration**"), dated as of ________________, 20__ by and between the U.S. Department of Housing and Urban Development, with an address of 451 Seventh Street, S.W., Washington, DC 20410, Attention: Office of Recapitalization, Office of Multifamily Housing ("**HUD**"), the New York City Housing Authority, a public benefit corporation duly organized under the laws of the state of New York with an address of 250 Broadway, New York, New York 10007 (the "**PHA**") and _______________ LLC, a New York limited liability company with an principal address of _________________ ("**Owner**").

Recitals

WHEREAS, the PHA and HUD entered into Mixed-Finance Amendment to the Consolidated Annual Contributions Contract (ACC) Number 333, dated March 15, 2010 ("**Mixed Finance ACC Amendment**") for the public housing development known as NYCHA Public Housing Preservation II (the "**Development**"), which includes _______ Project (NY00_____) and _____ Houses Project (NY005______) (collectively, the "**Projects**") as described on Exhibit A attached hereto;

WHEREAS, the PHA, pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), as amended, entered into those certain Section 8 Project-Based Voucher Program Housing Assistance Payments Contracts, each effective as of March 16, 2010 to assist certain units at the Projects (collectively the "**HAP Contract**")

WHEREAS, by letter dated _________, HUD has authorized the removal of the Projects from the Development (the "**Approval**");

WHEREAS, as a condition to the Approval, the Projects will continue to be operated in accordance with the Section 8 project-based voucher program and associated regulations at 24 CFR part 983 and associated guidance, as such may be amended (the "**PBV Program**") and all units at the Projects will ultimately be subject to and assisted under the HAP Contract.

WHEREAS, the PHA shall enter into that certain Ground Lease with the Owner and NYCHA ________ Housing Development Fund Corporation on substantially even date herewith, whereby Owner shall take a leasehold interest in the Projects and be responsible for the operation of the

Projects;

WHEREAS, as of the date hereof the Owner shall assume such HAP Contract as the owner and the PHA and Owner shall agree to amend such HAP Contract to include all eligible units at the Projects and extend the initial term of the HAP Contract for a period of five (5) years and enter into a renewal of the HAP Contracts for a period of twenty (20) years such that the HAP Contract term shall extend to March 16, 2050.

Agreement

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below. The Recitals are incorporated by reference.

1. Definitions.

a. "**Act**" shall mean the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq.

b. "**Low-Income Household**" shall mean a household with incomes at or below 80% of area median income as currently defined by the Act, and as such Act may be amended.

c. "**Restricted Period**" shall mean the period the Property is subject to the Use Requirement, as set forth in Section 2(b).

d. "**Use Requirement**" shall mean the use restrictions set forth in Section 2.

2. Use Requirement.

a. Generally.

i. Owner and PHA shall work diligently to include all units at the Projects under the HAP Contract and the PBV Program in accordance with the requirements of the PBV Program and the Approval.

ii. Owner shall operate the property in compliance with the HAP Contracts and the PBV Program for the duration of the term of the HAP Contracts and shall renew the HAP Contract through the term of the Restricted Period, provided that such renewals are offered by the PHA.

iii. The PHA shall offer renewals of the HAP Contract through the Restricted Period, when and to the extent permitted by 24 CFR 983.205, as such may be amended or replaced.

iv. In the event of a termination of the HAP Contract or the PBV Program in part or in full during the Restricted Period, the Owner shall operate the Projects exclusively to provide housing for Low-Income Households for the duration of the Restricted Period.

b. Restricted Period. The Use Requirement shall encumber the Property from the date of this Declaration through such date which is forty (40) years following the date of this Declaration.

c. Exceptions to the Use Requirement. The following events shall not constitute a breach of the Use Requirement:

i. Vacancy. If the Property or any unit within the Property is left vacant for a reasonable period.

ii. Casualties. If the Property is damaged or destroyed by fire or other casualty and the use of the Property in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction.

iii. Takings. If the Property is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof.

iv. Over-Income Households. If any unit is leased to a Low-Income Household but such household ceases to be a Low-Income Household during its tenancy, provided that such household shall remain subject to the terms and requirements of the HAP Contract, the PBV Program and its residential lease.

v. Existing non-Low-Income Households. If a household in occupancy at the Projects as of the date hereof is not a Low-Income Household, such household may remain in occupancy at the Projects provided that such household pays the lesser of 30% of its income as calculated under the Act or the applicable rent under the HAP Contract, and provided further that such household shall remain subject to the terms and requirements of its residential lease.

3. Release. Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Property shall be deemed released from the Use Requirement and this Declaration without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, HUD agrees to execute and deliver to the PHA and Owner such documents as the PHA and Owner shall reasonably request releasing and confirming the release of the Use Requirement and this Declaration from title to the Property and clearing title to the Property from any cloud created by the Use Requirement or this Declaration.

4. Events of Default.

a. Upon breach of any of the terms of this Declaration, HUD shall give the PHA and Owner written notice identifying the breach and the party in breach (the "Defaulting Party"). The Defaulting Party shall have thirty (30) calendar days after receipt of such notice of breach to cure the breach; provided that, if the Defaulting Party uses commercially reasonable efforts to cure the breach within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the breach, such approval not to be unreasonably withheld, conditioned or delayed. If the Defaulting Party fails to cure the breach within the prescribed cure period, the HUD shall allow the non-Defaulting Party the right, but not the obligation, to cure the breach for an additional thirty (30) days. If the breach is not corrected to the satisfaction of HUD within the prescribed cure period HUD may declare a default under this Declaration (an "**Event of Default**") without further notice.

b. Upon an Event of Default, HUD shall have all other remedies available under statute, at law or in equity. No person or entity, other than the parties to this Declaration, has any rights or remedies under this Declaration. Further, HUD may take whatever investigative steps it deems necessary to ensure compliance. In the Event of Default, to the extent permitted by applicable law, HUD shall have the right to seek specific performance of this Declaration and/or to enjoin any violation of this Declaration in Federal Court. The right to specific performance and injunction shall be in addition to all other remedies available to HUD under statute, at law or in equity.

5. <u>Third Party Beneficiaries</u>. No person or entity, other than the parties to this Declaration, has any rights or remedies under this Declaration.

6. <u>Successors and Assigns</u>. Recordation of this Declaration shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Declaration. The benefits and burdens of this Declaration touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Declaration.

7. <u>Notices</u>. All notices under this Declaration shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first-class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, Owner or the PHA, as appropriate, at the addresses for such parties set forth above. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received seven (7) calendar days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

8. <u>Amendments</u>. This Declaration may be amended only by a written instrument signed by the parties to this Declaration. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Declaration without the prior written approval of HUD.

9. <u>Subordination</u>. Any mortgage liens shall be subject and subordinate to this Declaration. This Declaration shall survive foreclosure and bankruptcy.

10. <u>Execution of Other Declarations</u>. PHA and Owner covenant and agree that they have not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Declaration, and that in any event, the provisions of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

11. Governing Law. This Declaration shall be governed, construed and interpreted in accordance with the laws of the state in which the Property is located, and the parties shall submit to the jurisdiction and venue of the courts in the county where the Property is located.

12. Severability. The invalidity or unenforceability of any clause, part or provision of this Declaration shall not affect the validity or enforceability of the remaining portions thereof.

13. Counterpart Signatures. This Declaration may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

Remainder of this page intentionally left blank.

Exhibit L:
Insurance Requirements Guide

NextGen Development Partners

Insurance Requirements Guide

Table of Contents

Exhibits:

PURPOSE & SCOPE OF THIS GUIDANCE:

The purpose of this guidance is to summarize the anticipated terms and conditions of NYCHA's insurance requirements with respect to insurable exposures conveyed via Ground Lease and other agreements to the Ground Lessee/Beneficial Owner and other Development Partners. This guidance should be utilized by the Ground Lessee and other Development Partners to benchmark, on a preliminary basis, the potential cost of insurance during construction and operational phases of the NextGen Real Estate Development.

The final insurance requirements, and all terms and conditions thereto, are contingent on the final project scope contained in the Ground Lease and other agreements applicable to the NextGen NYCHA Development. NYCHA Risk Management will review these requirements with the Real Estate Development Department and Law Department as well as with the Ground Lessee/Beneficial Owner and other Development Partners, and may amend these requirements once the project scope and related agreements are finalized prior to closing.

Insurance requirements are conveyed from NYCHA via the Ground Lease to the Ground Lessee/Beneficial Owner. While it will be the Ground Lessee's responsibility to see that these requirements are met, it is anticipated that certain requirements may be met by other Development Partners, such as a developer, general contractor, property manager or other parties as appropriate, acting on behalf of the Ground Lessee and subject to related contractual agreements.

It is the intent of NYCHA that all insurable risk pursuant to the project be transferred to the Ground Lessee/Beneficial Owner and other Development Partners on a primary basis, and that each NYCHA entity is protected from such risks in a manner consistent with the indemnification provisions of the Ground Lease and other contractual agreements applicable to the NextGen NYCHA Development. Any insurance NYCHA obtains or maintains with respect to these developments shall be contingent to that described below and structured to inure to NYCHA's sole benefit.

NYCHA may require that Ground Lessee and other Development Partners enforce certain minimum requirements on contractors and subcontractors providing goods and services to the NextGen NYCHA Developments. These requirements will be included in the final Ground Lease and related contractual agreements.

Both these guidelines and the final requirements are exclusive of any other statutory or contractual insurance requirements imposed by any other party on the Ground Lessee/Beneficial Owner and other Development Partners pursuant to the NextGen NYCHA Development.

IMPORTANT NOTE: In cases where a) "RAD" conversion is **not** effective on date of closing and/or b) a NextGen Development continues to include, or may include Public Housing Units, HUD insurance requirements – which may be more substantial than those provided below – would apply. While such scenarios are not generally anticipated, waivers from these requirements may need to be requested.

REQUIREMENTS FOR ALL INSURANCE:
The following requirements pertain to ALL insurance policies obtained and maintained with respect to the NextGen NYCHA Development, unless otherwise noted below:

Insurers – All insurance must be underwritten by an insurance company that is licensed - or otherwise legally permitted - to transact business in the state of New York and has an AM Best's policyholder rating of A- or greater and a financial size category of VII or greater. Insurance may alternately be underwritten by a Lloyd's of London syndicate or Surplus Lines Insurers authorized to underwrite business in New York.

Alternative Risk Financing & High Retention/Deductible– Self-Insurance, Captive Insurance, Participation in Insurance Purchasing Groups or insurance with retentions/deductibles excess of $100,000 must be approved by NYCHA. Approval of Alternative Risk Financing will not be unreasonably withheld, provided that the financial resources and responsibility to pay claims in a manner consistent with the insurance required below is lawful, demonstrable and credible. Ground Lessee/Beneficial Owner and Development Partners are responsible for all deductibles and retentions, irrespective of amount.

Waiver of Subrogation - All policies must include a Waiver of Subrogation in favor of each NYCHA entity engaged in the transaction wherever commercially available.

Primary/Non-Contributory - All policies must apply on a primary basis to any similar insurance carried by any NYCHA entity and not seek contribution from the same wherever commercially available.

Additional Insured - All liability policies must include each NYCHA entity engaged in the transaction as an Additional Insured or provide equivalent protection to each NYCHA entity wherever commercially available.

Severability of Interests - All policies must include the provision commonly known as Severability of Interests, or Separation of Insureds wherever commercially available.

Notice of Cancellation - All policies must include provisions providing NYCHA with 30 days' notice of cancellation, except 10 days for non-payment of premium.

Loss Payee (ISAOA ATIMA) - To the extent NYCHA retains an ownership interest or other financial interest in the assets or revenue of the NextGen NYCHA Development, then each NYCHA entity, it's successors or assigns (ISOA) must be named as Loss Payee on all First Party Property and Builder's Risk policies, inclusive of proceeds from Business Interruption, Rental Income and Delay in Completion coverage, as their interest may appear (ATIMA). NYCHA's status as loss payee and its insurable interest in proceeds from any such policy may not be superseded by any other entity (e.g., an outside financer) unless approved in writing by NYCHA.

REQUIREMENTS FOR PROPERTY/BUILDER'S RISK INSURANCE:
The scope of work and development phase will determine which policy form will be appropriate. All physical property including without limitation, existing structures, infrastructure, furniture, fixtures and equipment, contents, and any improvements and betterments conveyed via the Ground Lessee or thereafter constructed must be insured as follows:

100% Replacement Cost Valuation / No Coinsurance – Total Insured Value (TIV) as credibly substantiated by Ground Lessee and approved by NYCHA on an annual basis upon policy renewal or inception. For cost estimate and closing, the TIV currently calculated by NYCHA may be used with respect to existing structures and contents, however time element values must be calculated by Ground Lessee and Development Partners, with methodology disclosed to NYCHA. Per Occurrence Loss Limits may be proposed and utilized if approved by NYCHA Risk Management.

All Risk Policy Form - including:

- Equipment Breakdown a.k.a. Boiler & Machinery Insurance equal to the Total Insured Value of the structure in which such equipment is contained.

- Earthquake, Windstorm, and Flood limits commensurate with a credible analysis of Probable Maximum Loss (PML) as substantiated by Ground Lessee and approved by NYCHA, but no less than $25,000,000 per occurrence as respects Windstorm, and $5,000,000 per occurrence and in the annual aggregate separately as respects Earthquake and Flood.

- Ordinance or Law Coverage – Coverage must be provided for the costs associated with enforcement of any ordinance or law associated with any physical property (building, structure, machinery or equipment), to:
    - Demolish any physically damaged and undamaged portion;
    - The increased cost for repair or rebuilding of the physically damaged and undamaged portions, whether or not demolition is required.

- Time Element limits equal to no less than 24 months of projected net income derived from the leased premises on an Actual Loss Sustained (ALS) basis.

<u>New Structures and Property in the Course of Construction</u>
All buildings and other structures which are newly constructed pursuant to the ground lease must – during the Course of Construction – be insured on a Completed Value basis, including coverage for soft costs, delay-in-completion and other standard terms & conditions.

REQUIREMENTS FOR LIABILITY AND OTHER INSURANCE:
Through the duration of the lease, during both construction and operational phases, the Ground Lessee must obtain and maintain, or cause to be obtained and maintained by other Development Partners - liability insurance with respect to the leased premises and any operations related thereto as described below. The required limits may be achieved by a combination of primary and excess/umbrella insurance provided that all terms and conditions are met.

General Liability - $25,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage to third parties. If limit is achieved using primary and excess policies under a "master" insurance program that insures other properties, the primary aggregate limit must be issued on a per-project or per-location basis.

Automobile Liability - $5,000,000 combined single limit per accident, including owned, hired, leased and non-owned vehicles operating on or from the leased premises or in the course of operations related thereto.

Workers' Compensation / Employer's Liability – Workers' Compensation Insurance as required by New York State Law for each Development Partner entity, to include Employer's Liability. If a specific entity is exempt, then a CE-200 form from the New York State Workers' Compensation Board is acceptable in lieu of coverage.

Environmental / Pollution Legal Liability - $10,000,000 per claim and in the aggregate covering all pollution conditions for which it is Ground Lessee's duty to indemnify NYCHA entities pursuant to contract.

Directors and Officers Liability - $5,000,000 per claim and in the aggregate covering the wrongful acts of the Directors and Officers of any Development Partner entity.

<u>Recommended (May Be Required Based on Specific Contract)</u>

a. **Employment Practices Liability** - $5,000,000 per claim and in the aggregate.
b. **Fiduciary Liability -** $1,000,000 per claim and in the aggregate.
c. **Commercial Crime / Fidelity Bond** – $2,000,000 per occurrence.
d. **Cyber Liability** – $2,000,000 per claim and in the aggregate.

Recommended policies may become required to the extent NYCHA may be legally liable or otherwise exposed to the risks these policies are intended to cover, arising out of the operations of the Development Partners or due to law or regulation.

INSURANCE PREMIUM BENCHMARKING:
To assist Ground Lessee/Beneficial Owner and other Development Partners, NYCHA has asked its insurance professionals to provide the below generalized benchmarks for basic insurance pricing during the operational (non-construction) phase of the project. Please note that the below is provided for preliminary guidance only and NYCHA can make no guarantee that Ground Lessee/Beneficial Owner and Development Partners will be able to achieve the pricing cited below. Insurance pricing is influenced by the state of the insurance marketplace at the time of placement, as well as by the historical loss performance of the purchaser and prior owner, among other factors. The party which will procure insurance with respect to the NextGen NYCHA Development must carefully review the above requirements and provide underwriting information to their insurance professional in order to obtain more accurate estimates of insurance costs.

PROPERTY INSURANCE
The anticipated range of rates for the Property Insurance required above is between $0.07 and $0.25 per $100 of TIV. The lower end of the range may be achievable for properties with no prior losses, no high hazard flood exposure, and a deductible of at least $25,000 or $50,000. Coastal properties or properties otherwise situated in high hazard flood zones, as well as properties with significant loss history, may experience the higher end of the range.

GENERAL LIABIITY / EXCESS LIABILITY INSURANCE
The table below provides low/high range estimates by borough for Primary General Liability and $25,000,000 Excess Liability per "door" assuming a $25,000 per occurrence deductible. Notable influencers on rates include the historical loss experience of the development itself and the incoming management team, the scope of construction/renovation, and whether tenants will remain in place during that time, as well as the local crime statistics and legal environment for that borough.

Borough	Low Range Estimate per Door	High Range Estimate per Door
Queens	$629	$1,200
Bronx	$740	$1,410
Brooklyn	$680	$1,297
Staten Island	$555	$1,059
Manhattan	$629	$1,200

Please Note:

Other types of required insurance not benchmarked due to variance in rates based on exposure of Ground Lessee & Development Partners operations. Ground Lessee & Development Partners will need to benchmark these lines of coverage based on their operating assumptions (e.g. payroll, use of vehicles, etc.).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Insurance Center
3 Landmark Square, 4th Floor
Stamford CT 06901-2515

CONTACT NAME: Rusty Briante
PHONE (A/C, No, Ext): 203-658-0511 | FAX (A/C, No):
E-MAIL ADDRESS: rusty.briante@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Insurance Company	21857
INSURER B : Allied Insurance Company	19100
INSURER C : Allied World Assurance Company (U.S.)	19489
INSURER D : Zurich American Insurance Co	16535
INSURER E : Westchester Fire Insurance Co.	21121
INSURER F : XL Insurance America Inc.	24554

INSURED SAMPLE
ABC COMPANY
263 Tressor Blvd
Stamford CT 06901

COVERAGES **CERTIFICATE NUMBER:** 1900307025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	GL12345	4/1/2018	4/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 250,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	AU12345	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
F	X **UMBRELLA LIAB** X OCCUR	Y	Y	UMB12345	4/1/2018	4/1/2019	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC12345	4/1/2018	4/1/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D E	Directors & Officers Liability Pollution Legal Liability			D&O12345 POLL12345	4/1/2018 4/1/2018	4/1/2019 4/1/2019	Limit: $5M/Per Claim Limit: $10M/Per Claim	$5M/Aggregate $10M/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NYCHA is an Additional Insured as required by written contract currently in force.

Waiver of Subrogation applies to General Liability, Automobile and Workers' Compensation policies only to the extent of such obligation under written contract executed prior to loss.

The General Liability and Automobile policies apply on a Primary and Non-Contributory basis, where required by written contract.

The General Liability and Automobile policies include a Separation of Insureds provision.
See Attached...

CERTIFICATE HOLDER

New York City Housing Authority ISAOA ATIMA
c/o Risk Management Department
90 Church Street, 6th Floor
New York NY 10007-2919

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: SAMPLE

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED
Edgewood Partners Insurance Center		ABC COMPANY 263 Tressor Blvd Stamford CT 06901
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

All policies include a provision which endeavors to provide NYCHA with 30 days notice of cancellation, except 10 days for non-payment of premium.

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/27/2018

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS: Edgewood Partners Insurance Center, 3 Landmark Square, 4th Floor, Stamford CT 06901-2515 PHONE (A/C, No, Ext): 203-658-0511	COMPANY NAME AND ADDRESS: Hartford Casualty Ins. Co., Hartford Plaza, Hartford CT 06115 NAIC NO: 29424
FAX (A/C, No): E-MAIL ADDRESS: rusty.briante@epicbrokers.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE: SUB CODE:	POLICY TYPE
AGENCY CUSTOMER ID #:	
NAMED INSURED AND ADDRESS: ABC COMPANY, 263 Tresser Blvd, Stamford, CT 06901	LOAN NUMBER: POLICY NUMBER: PROP12345 EFFECTIVE DATE: 04/01/2018 EXPIRATION DATE: 04/01/2019 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ All Risk

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 25,000,000   DED:

	YES	NO	N/A		
☒ BUSINESS INCOME ☒ RENTAL VALUE	X			If YES, LIMIT:	X Actual Loss Sustained; # of months: 24
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X			
IS DOMESTIC TERRORISM EXCLUDED?		X			
LIMITED FUNGUS COVERAGE			X	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X		
REPLACEMENT COST	X				
AGREED VALUE			X		
COINSURANCE			X	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT:	DED:
- Demolition Costs	X			If YES, LIMIT:	DED:
- Incr. Cost of Construction	X			If YES, LIMIT: $10,000,000	DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: $5,000,000	DED:
FLOOD (If Applicable)	X			If YES, LIMIT: $5,000,000	DED:
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT: $25,000,000	DED:
NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE ☐ MORTGAGEE ☐	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS: New York City Housing Authority ISAOA ATIMA c/o Risk Management Department 90 Church Street, 6th Floor New York NY 10007-2919	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ____________________

LOC #: ____________

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	ABC COMPANY 263 Tresser Blvd Stamford, CT 06901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS

NYCHA is named as Loss Payee as required by written contract currently in force.

All policies include a provision which endeavors to provide NYCHA with 30 days notice of cancellation, except 10 days for non-payment of premium.

Exhibit M:
Resident Rights in the RAD Notice

Exhibit M
Resident Protections from RAD Notice

1. Choice Mobility: NYCHA will provide a Choice-Mobility option to residents of the Properties at any time after their first year of occupancy in accordance with section 1.6(D)(9) of the RAD Notice.

2. No Re-screening of Tenants upon Conversion: Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion, but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at the time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.

3. Right to Return: Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed.

4. Renewal of Lease: Under RAD, the LIHTC Entity must renew all leases upon lease expiration, unless good cause exists for not renewing. This provision must be incorporated into the tenant lease or tenancy addendum, as appropriate.

5. Phase-in of Tenant Rent Increases: NYCHA will create a policy to phase-in, over a period of 5 years, any increases in tenant rent that occur as a result of the RAD conversion.

6. Public Housing Family Self Sufficiency (PH-FSS) and ROSS-SC: NYCHA does not have PH-FSS participants, but residents may be able to enter into the Housing Choice Voucher (HCV) FSS program after conversion. Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD.

7. Resident Participation and Funding: In accordance with Attachment 1B.2 of the Notice, residents of the Properties will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding. The Project Owner must provide $25 per occupied unit annually for resident participation, of which at least $15 per occupied unit shall be provided to a legitimate tenant organization at the covered property. These funds must be used for resident education, organizing around tenancy issues, and training activities.

8. Accessibility Requirements: Federal accessibility requirements will apply to the Project. The law governing the Project includes Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Fair Housing Act (“FHAct”), and the Americans with Disabilities Act (“ADA”). Although the requirements of each of these laws are somewhat different,

NYCHA and the Selected Applicant must comply with each law that applies. Section 504 and the ADA also apply to alterations and substantial rehabilitation as defined in 24 CFR 8.22 and 8.23 and to existing, unaltered facilities (24 CFR 8.24). See also 28 CFR 35.151(b) and 28 CFR 36.

9. Under-Occupied Unit: Under 24 CFR 983.260, if a family is in an under-occupied unit at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA.

10. Earned Income Disregard (EID): Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4 of the RAD Notice; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

11. Jobs Plus: Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

12. When Total Tenant Payment Exceeds Gross Rent: Unlike normal PBV rules, RAD requires that the units for families whose Total Tenant Payment ("TTP") has risen to a level that is equal to or greater than the contract rent plus any utility allowance be placed on and/or remain under the HAP contract when TTP equals or exceeds the Gross Rent. In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Following conversion, 24 CFR 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at the time of admission to the program. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the Project is fully assisted, the LIHTC Entity must reinstate the unit after the family has vacated the property.

13. Language: When providing resident notification and meetings, the Selected Applicant must use effective communication for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act of 1990. Effective communication includes, but is not limited to, providing written materials in appropriate alternative formats (e.g., Braille, large type), as needed, and providing sign language interpreters and assistive listening devices at resident meetings, as needed (24 CFR 8.6).

Additionally, the Selected Applicant must provide meaningful access to its programs and activities for persons who have a limited ability to read, speak, or understand English. The Selected Applicant must provide language assistance to residents of the Properties who are Limited English Proficient (LEP) to ensure that they have meaningful access to RAD resident notifications and meetings. Such language assistance may include, but is not limited to, providing written translation of notices regarding the plans for the project and relocation and oral interpretation at resident meetings. For guidance on providing language assistance to persons with LEP, please see Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732).

14. <u>Fair Housing Requirements</u>: RAD transactions are governed by the same civil rights authorities that govern HUD-assisted activities generally (see 24 CFR 5.105). The Fair Housing Act prohibits discrimination in housing (see 42 U.S.C. §§ 3601, et seq., and HUD regulations in 24 CFR part 100) and requires all federal executive departments and agencies to "administer their programs and activities relating to housing and urban development . . . in a manner affirmatively to further" fair housing (42 U.S.C. § 3608(d) and (e)). In addition, all federally assisted activities are subject to Title VI of the Civil Rights Act of 1964 forbidding discrimination on the basis of race, color, and national origin (see 42 U.S.C. §§ 4000d, et. seq., and HUD regulations in 24 CFR part 1), and Section 504 of the Rehabilitation Act of 1973, which forbids discrimination on the basis of disability and requires that federally assisted programs make each activity "when viewed in its entirety" readily accessible to persons with disabilities and make reasonable accommodation to the needs of persons with disabilities (see 29 U.S.C. §§ 701, et seq., and HUD regulations in 24 CFR part 8), as well as Titles II and III of the Americans with Disabilities Act, Executive Order 11063, and HUD regulations in 24 CFR part 107. Thus, as with the administration of all HUD programs and all HUD-assisted activities, fair housing and civil rights issues must be considered in the administration of RAD transactions. This includes actions and policies that may have a discriminatory effect on the basis of race, color, sex, national origin, religion, disability, or familial status (see 24 CFR part 1 and part 100 subpart G) or that may impede, obstruct, prevent, or undermine efforts to affirmatively further fair housing.

Exhibit N:
NYC RAD Roundtable Guiding Principles

PRINCIPLES FOR THE RENTAL ASSISTANCE DEMONSTRATION:
SUPPLEMENTAL RESIDENT RIGHTS AND PROTECTIONS UNDER RAD CONVERSION

Prepared by the New York City (NYC) Rental Assistance Demonstration (RAD) Roundtable on Resident Rights and Protections

The RAD Principles are intended as supplemental to rights and protections already provided by federal and state statute, U.S. Department of Housing and Urban Development (HUD) regulations, and HUD notices. The HUD notice related to resident protections is included as an appendix.

These Guiding Principles were developed by the RAD Roundtable in partnership with the New York City Housing Authority (NYCHA) in order to ensure that the rights of tenants are protected as NYCHA preserves properties through RAD. The RAD Roundtable included participants who are residents of NYCHA public housing and who represent community-based organizations, including:

Bernadette McNear, President, Ralph J. Rangel Houses Tenant Association, Manhattan
Lolita Miller, Treasurer, Ocean Bay (Bayside) Tenant Association, Queens
Ann Cotton Morris, President, Woodside Houses Tenant Association, Queens, and Chair, NYCHA City-Wide Council of Presidents (CCOP)
Charlene Nimmons, Resident, Wyckoff Gardens, Brooklyn, and Founder & Executive Director of Public Housing Communities, Inc.
Diana Blackwell, President, Fred Samuels Houses Tenant Association, Manhattan
Community Service Society
Community Voices Heard
Enterprise Community Partners, Inc.
FUREE
Good Ole Lower East Side
Local Initiative Support Corporation
New York Housing Conference
The Legal Aid Society
Urban Upbound

The RAD Principles have been endorsed by Roundtable participants: Bernadette McNear, President, Ralph J. Rangel Houses Tenant Association, Manhattan, Lolita Miller, Treasurer, Ocean Bay (Bayside) Tenant Association, Queens, Charlene Nimmons, Resident, Wyckoff Gardens, Brooklyn, and Founder & Executive Director of Public Housing Communities, Inc., Diana Blackwell, President, Fred Samuels Houses Tenant Association, Manhattan, Community Service Society, Enterprise Community Partners, Inc., FUREE, Good Ole Lower East Side, Local Initiative Support Corporation, New York Housing Conference, The Legal Aid Society, and Urban Upbound

PRINCIPLES FOR THE RENTAL ASSISTANCE DEMONSTRATION

Residents:

- ***Notice of RAD Candidacy***
  Residents and Resident Associations (RAs) will have notice that their development is under NYCHA consideration for RAD conversion. NYCHA will begin outreach and education with residents while HUD considers NYCHA applications to ensure residents have the opportunity to learn about RAD in advance of HUD approval of developments.
- ***Resident Education***
  A RAD handbook shall be distributed to all affected residents, providing comprehensive information about RAD conversion, including how RAD will differ from public housing and the potential impacts for residents and the community.
- ***Right to Organize***
  Residents have the right to form a resident organization (RO) to represent all residents in the development, which the developer/property manager (PM) must recognize. If there is a RA (964-compliant and NYCHA-certified) that exists prior to RAD conversion, the RA will be recognized as the RO after conversion. If only part of the development with an RA will convert, the RA will continue to exist and the converted portion may form an RO. If no RA exists, NYCHA shall encourage the residents to form one prior to RAD conversion. If, upon conversion, there is no RO, the PM should encourage residents to form one and support them in doing so.
- ***Resident Participation Funding***
  The RO will decide on how to use the RO portion of Resident Participation Funds, within the uses permitted under RAD including discretion over engaging community organizations for technical assistance and education. If the RA exists, funding should be allocated prior to conversion and transferred to the RO after conversion. If only part of a development is converting, the amount of funding to be transferred to a new RO will be prorated based on the number of units.
- ***Communications Among ROs***
  In order to promote communication among ROs once a number of RAD conversions take place, NYCHA will provide ROs with contact information for other RAD property managers to enable organizations to communicate.
- ***Grievances and Lease Terminations***
  NYCHA will develop a set of procedures for resident grievances and lease termination proceedings that will take effect upon conversion. The procedures will be uniform for each converted development and must be implemented by each PM. The PM must provide ongoing orientation to the procedures for residents.
- ***Succession Rights***
  Households of a unit prior to conversion shall continue to have the same succession rights after conversion as NYCHA public housing residents. Persons who become residents of a unit after conversion shall have succession rights according to Section 8 rules.
- ***Resident Businesses***
  Residents may engage in legal profit-making activities, including the operation of a home-based business, in their dwelling unit, provided that such activities are incidental to the primary use of the dwelling unit as a residence

RAD Developer/Property Manager (PM):

- ***RO Recognition and Meetings***
  The PM must recognize a legitimate RO as the residents' representative. The PM must invite the RO to all resident engagements. The PM must meet regularly with ROs to discuss emerging property-wide issues, particularly during the construction/rehabilitation process. The PM and RA/RO should agree on

the frequency of these meetings. If there is no RA to become an RO after conversion, the PM should support residents in forming one.

- ***Right to Stay: Keeping Current Residents***
  The PM shall not rescreen current households upon conversion for the purpose of maintaining tenancy including for income eligibility, income targeting provisions, criminal background, or credit history. Pets registered with NYCHA prior to conversion must also be allowed to stay.
- ***Keeping Residents Informed***
  The PM must provide clear and accessible information to residents (in accord with HUD RAD guidance) regarding income recertification, eligible uses of Resident Participation Funds, rehabilitation and unit work schedules, and other PM expectations of residents. The PM should also create a system for responding to resident concerns or complaints and communicate how that process will work to residents.
- ***Language Access***
  The PM will provide language assistance to residents who are Limited English Proficient (LEP) to ensure that they have meaningful access to RAD resident notifications and meetings, per RAD guidelines and HUD regulations.
- ***Plan for Resident Services***
  The PM must provide a plan for assessing and responding to resident social service needs, including employment training and job opportunities. The PM must maintain community centers and the provision of services when the community center is part of the converting development. PM must consult with residents and the RO about their preferences in the choice of service providers and activities.
- ***Training and Employment Opportunities***
  The PM must provide training and employment opportunities to residents both during and after construction and collaborate with NYCHA to finalize a plan. The PM must ensure that employees at the development are able to apply for positions with the new property management company.
- ***Rehabilitation Needs***
  The PM should keep a record of rehabilitation needs, concerns about the structure and quality of buildings, which are raised by residents in the engagement process.
- ***Coordinated Income Reviews***
  In order not to subject households to multiple income reviews—such as for HUD recertification and the Low Income Housing Tax Credit (LIHTC)—the PM and NYCHA must work to combine them into a single process where feasible.
- ***Temporary Relocation***
  If any relocation is necessary, NYCHA and the PM must provide residents with the written relocation plans and inform them of their right to return and protections from relocation costs.
- ***Procedures for Handling Grievances and Lease Terminations***
  NYCHA will develop a set of procedures for resident grievances and lease termination proceedings that will take effect upon conversion. The procedures will be uniform for each converted development and must be implemented by each PM. The PM must provide ongoing orientation to the procedures for residents.
- ***Language Access***
  The PM will provide language assistance to residents of the project who are Limited English Proficient (LEP) to ensure that they have meaningful access to RAD resident notifications and meetings, per RAD guidelines.
- ***Enforcement of Principles***
  NYCHA will implement these principles, including all items related to resident protections, services, and ongoing tenancy rights into appropriate transactional documents in consultation with the RAD Roundtable members. Tenant rights as described in these principles will be appropriately delineated in a required rider to resident leases with the PM. These rights will be part of the lease by incorporation.

<u>NYCHA</u>:

- ***Notice of RAD Candidacy***
  NYCHA will provide residents and RAs with notice that a development is under consideration for RAD conversion. NYCHA will begin outreach and education with residents while HUD considers NYCHA applications to ensure residents have the opportunity to learn about RAD in advance of HUD approval of developments.
- ***Recognition of the RA Role***
  If there is an RA prior to RAD conversion, NYCHA must involve the RA in all resident engagements. If no RA exists, prior to RAD conversion, NYCHA shall encourage the residents to form one prior to conversion.
- ***Resident Participation Funding***
  RA funding should be allocated prior to conversion and transferred to the RO after conversion. If only part of a development is converting, the amount of funding to be transferred to a new RO will be prorated based on the number of units.
- ***Communications Among ROs***
  In order to promote communication among ROs once a number of RAD conversions take place, NYCHA will provide ROs with contact information for other RAD property managers to enable organizations to communicate.
- ***Training and Employment Opportunities***
  NYCHA will collaborate with the PM on a plan to provide training and employment opportunities to residents, both during and after construction.
- ***Coordinated Income Reviews***
  In order not to subject households to multiple income reviews—such as for HUD recertification and the Low Income Housing Tax Credit (LIHTC)—the PM and NYCHA must work to combine them into a single process where feasible.
- ***Rehabilitation Needs***
  NYCHA should keep a record of rehabilitation needs, concerns about the structure and quality of buildings, which are raised by residents in the engagement process or in the unit-by-unit Physical Needs Assessment.
- ***Temporary Relocation***
  If any relocation is necessary, NYCHA and the PM must provide residents with the written relocation plan and inform them of their right to return and protections from relocation costs.
- ***Waiting List Responsibility***
  NYCHA will administer site-based Section 8 Voucher waiting lists, which will be used to fill all vacancies in RAD-converted developments. NYCHA will notify applicants on the public housing waiting list about how to be placed on the Section 8 waiting list in accordance with HUD guidelines.
- ***Pet Policy***
  NYCHA will recommend that all PMs adopt NYCHA's pet policy as a minimum standard. Residents with pets registered with NYCHA prior to conversion will be allowed to stay.
- ***Resident Selection Criteria***
  NYCHA will require PMs to comply with a resident selection plan provided by NYCHA to ensure that all PMs in RAD-converted developments use standard resident selection criteria, pertaining to criminal background checks and rent payment and credit history.
- ***Processing Applications Pre-Conversion***
  NYCHA will process requests for adding household members to a lease and interim re-certifications by an established deadline related to the anticipated date of conversion. NYCHA will approve requests that are eligible according to NYCHA's policy. NYCHA will announce the date in advance to RAs and residents. NYCHA will process requests for transfers in accordance with its established policies at the time.

- ***Post-Conversion Development-Wide Problems***
  NYCHA will provide a contact person, with whom ROs can register development-wide, systemic problems that may emerge.
- ***Language Access***
  NYCHA will provide language assistance to residents who are Limited English Proficient (LEP) to ensure that they have meaningful access to RAD resident notifications and meetings, per RAD guidelines.
- ***Security Deposits***
  NYCHA will transfer the security deposits paid by residents for their public housing unit to the PM upon conversion.
- ***Utility Payments***
  Utility allowances will be provided to residents where applicable in accordance with Section 8 program rules.
- ***Enforcement of Principles***
  NYCHA will implement these principles, including all items related to resident protections, services, and ongoing tenancy rights into appropriate transactional documents in consultation with the RAD Roundtable members. Tenant rights as described in these principles will be appropriately delineated in a required rider to resident leases with the PM. These rights will be part of the lease by incorporation.

Exhibit O:
NYCHA Grievance Procedures

NEW YORK CITY HOUSING AUTHORITY

GRIEVANCE PROCEDURES

1. . **APPLICABILITY**

The following procedures are not intended to replace prior practices relating to communications between management andtenants, but rather to supplement them. Requests for services, repairs or other routine matters should continue to be handled dili- gently and in accordance with standard procedures. These procedures shall be applicable to all individual grievances, as hereinafter defined, between a tenant and the Authority. The grievance procedures shall not be applicable to disputes between tenants not involv- ing the Authority or to class grievances. The procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Authority.

2. . **DEFINITIONS**

a. "Grievance" shall mean any dispute which a tenant may have with respect to Authority action or failure to act in accordance with the individual tenant's lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status. It does not include a cause of action against the Authority for damages for injuries to real or personal property or for destruction thereof, or for damages for personal injury, alleged to have been sustained by reason of the negligence of, or by the creation or maintenance of a nuisance by the Authority, or any member, officer, employee or agent thereof, embraced within Section 157 of the New York State Public Housing Law or Section 50-e of the General Municipal Law, or any matter which does not directly concern an Authority action or failure to act in accordance with or involving complainant's lease or Authority regulations.

b. "Complainant" shall mean any tenant whose grievance is presented at the project management office in accordance with these procedures.

c. "Hearing Officer" shall mean a person selected in accordance with Section 8 of these procedures.

d. "Tenant" shall mean any lessee or remaining head of the household of any tenant family residing in an Authority housing accommodation covered by these procedures.

SUBDIVISION "A"

3. **APPLICABILITY OF SUBDIVISION "A"**

This subdivision shall be applicable to all grievances EXCEPT those involving holdover eviction proceedings based upon Non-desirability, Breach of Rules and Regulations, Chronic Breach of Rules and Regulations, Chronic Delinquency in the Payment of Rent, Non-verifiable Income, Assignment or Transfer of Possession, and Misrepresentation, which proceedings are governed by the proce- dures contained in "Subdivision B" herein.

4. . **INFORMAL SETTLEMENT**

All grievances shall be personally presented, either orally or in writing, to the Management Office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one copy retained in the project folder. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify t he procedures by which the Manager's disposition may be reviewed by the Borough Management Office and, if the disposition is still not to the tenant's satisfaction, the procedure by which a hearing may be obtained. In addition, if the grievance is related to a person's disability, a copy of the Housing Authority ADA/Section 504 grievance procedure shall be supplied.

5. **REVIEW OF MANAGER'S DISPOSITION**

In the event that the disposition by the manager does not satisfy the tenant, the tenant shall request, in writing within 10 days of notice of such disposition, that the matter be reviewed by the Borough Management Office and the manager shall thereupon transmit a copy of the summary to the Borough Management Office for review. The Borough Management Office shall then indicate in writing its agreement with the Manager's disposition, or, if it does not agree, its own disposition, and such disposition after review shall be sent to the tenant within a reasonable time. When the Manager's unsatisfactory determination relates to a person's disability and a request for review has been made, the case shall be referred to the Housing Authority designated ADA/Section 504 coordinator, who shall consult with the appropriate Borough Management Office in determining the appeal.

6. . **REQUEST FOR HEARING**

The complainant may pursue the matter further on condition that the complainant submit a written request for a hearing to the project Management Office within ten (10) days after receipt of the disposition of the Borough Management Office review pursuant to the preceding Section. The written request shall specify:

a. the reason for the grievance; and b.
the action or relief sought.

7. **FAILURE TO REQUEST A HEARING**

If the complainant does not request a review of any disposition, as provided in paragraphs 5 and 6 hereof, such disposition shall become final. The failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.

8. . **SELECTION OF HEARING OFFICER**

The Hearing Office shall be an impartial disinterested attorney admitted to practice before the Courts of New York State ap- pointed in a Civil Service title approved by the New York City Civil Service Commission. Until such title is so approved, the Hearing Officer shall continue to be appointed in accordance with the existing procedure for the appointment of Hearing Officers (Tenancy).

9. . **HEARING PREREQUISITES**

All grievances shall be personally presented either orally or in writing pursuant to the foregoing paragraphs; provided, that if the complainant shall show good cause why he/she failed to proceed in accordance with said paragraphs to the Hearing Officer, theprovisions of said informal procedures may be waived by the Hearing Officer. Before a hearing is scheduled in any grievance involving the amount of rent which the Authority claims is due, the complainant shall pay to the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter pay to the Authority the same amount of the rent, monthly, which shall be placed by the Authority in an escrowaccount, until the complaint is resolved by the decision of the Hearing Officer. These requirements may be waived by the Authority or its designee in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of his/her grievance in any appropriate judicial proceeding.

10. **PROCEDURE GOVERNING THE HEARING**

a. Upon complainant's compliance with the procedures specified above, a hearing shall be scheduled promptly and a written notice specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and notice delivered to the Hearing Officer. The Hearing Officer shall be liberal in granting reasonable adjournments requested byeither party, for good cause shown, to a more convenient date.

b. The hearing shall be held before a Hearing Officer.

c. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

1. the opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Authority at the hearing;

2. the right to be represented by counsel or other person chosen as complainant's representative;

3. the right to a private hearing unless the complainant requests a public hearing;

4. the right to present evidence and arguments in support of the complaint, to controvert evidence relied on by the Author- ity or project management and to confront and cross-examine all witnesses on whose testimony or information the Au- thority or project management relies; and

5. a decision based solely and exclusively on the facts presented at the hearing.

d. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

e. If the complainant or the Authority fail to appear at a scheduled hearing the Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or make a determination that the party has waived his/ her right to a hearing. Both the complainant and the Authority shall be notified of the determination by the Hearing Officer; provided, that a determination that complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

f. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Author- ity must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

g. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the Authority, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denying the relief sought, as appropriate.

h . The complainant or the Authority may arrange in advance and at the expense of the party making the arrangement, for a transcript of the hearing, provided that he/she deposits with the Authority an amount estimated by the Authority to cover the cost thereof prior to the transcription of the record. Any interested party may purchase a copy of such transcript.

11. **DECISION OF HEARING OFFICER**

The Hearing Officer shall prepare a written decision setting forth the reasons therefore within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the Authority. The Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision, with any names and identifying references deleted, shall also be maintained on file by the Authority at Central Office and made available for inspection by a prospective complainant, his/her representative, or a Hearing Officer.

The decision of the Hearing Officer shall be binding on the Authority, which shall take all action, or refrain from any action, necessary to carry out the decision, unless the members of the Authority determine within a reasonable time and promptly notify the complainant of their determination that:

1 . the grievance does not concern Authority action or failure to act in accordance with or involving complainant's lease or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status, or the grievance embraces or the decision awards damages for an alleged cause of action against the Authority for damages for injuries to real or personal property or for destruction thereof, or for damages for personal injury, alleged to have been sustained by reason of the negligence of, or by the creation or maintenance of a nuisance by the Authority, or any member, officer, employee or agent thereof, embraced within Section 157 of the New York State Public Housing Law or Section 50-e of the General Municipal Law, or any matter which does not directly concern an Authority action or failure to act in accordance with or involving complainant's lease or Authority regulations; OR

2. the decision of the Hearing Officer is contrary to applicable Federal, State or local law; HUD regulations; or requirements of the Annual Contributions Contract between HUD and the Authority.

A decision by the Hearing Officer or the members of the Authority in favor of the Authority, or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

12. . **NOTICE OF NON-PAYMENT PROCEEDINGS**

If a tenant has requested a hearing on a complaint involving non-payment of rent and the Hearing Officer upholds the Authority's proposed commencement of a non-payment dispossess proceeding, the Authority shall not commence such proceeding until it hasserved a notice to the tenant requiring that he/she pay the rent due or vacate the premises and that in the event that the tenant fails to do so a dispossess proceeding will be commenced. The notice must be in writing and may not be issued until the decision of the Hearing Officer has been mailed or delivered to the tenant.

SUBDIVISION "B"

The purpose of publishing these procedures is to enable a tenant who faces termination of tenancy proceedings by the New York City Housing Authority to know the legal basis of such administrative proceedings, the procedures which the Authority will follow, and to enable the tenant to prepare an appropriate defense to such termination of tenancy proceedings.

The following procedures apply to termination of tenancy by the New York City Housing Authority to conform with the opinion of the United States Court of Appeals for the Second Circuit and the action of the United States District Court for the Southern District of New York in the case of *Escalera, et al v. New York City Housing Authority*, 425 F. 2d 853, certiorari denied, 400 U.S. 853 (1970), consent decree on remand docketed March 25, 1971, 67 Civ. 4307 (S.D.N.Y. 1971, D.J. Mansfield), and the consent judgements of January 26, 1976 in the United States District Court for the Southern District of New York cases of *Joseph Tyson Sr. v. New York City Housing Authority and Myrdes Randolph v. New York City Housing Authority*, 73 C 859, 74 C 1856, 74 C 2556, 74 C 2617 (S.D.N.Y 1976, Metzner, J.).

GROUNDS FOR TERMINATION OF TENANCY

1. These procedures will deal with termination of tenancy brought on any of the following grounds: Non-Desirability, Breach of Rules and Regulations, Chronic Breach of Rules and Regulations, Chronic Delinquency in the Payment of Rent, Non-Verifiable Income, Assignment or Transfer of Possession, and Misrepresentation.

A. NON-DESIRABILITY is defined by the Authority as the conduct or behavior of the tenant or any person occupying thepremises of the tenant which constitutes:

(1) a danger to the health and safety of the tenant's neighbors

(2) conduct on or in the vicinity of the Authority premises which is in the nature of a sex or morals offense

(3) a source of danger or a cause of damage to the employees, premises or property of the Authority
(4) a source of danger to the peaceful occupation of other tenants, or
(5) a common law nuisance.

B. BREACH OF RULES AND REGULATIONS. The violation by the tenant or any person occupying the premises of the tenant of any applicable rule, regulation or resolution of the Authority. The tenant will be given an opportunity to cure the breach.

C. CHRONIC BREACH OF RULES AND REGULATIONS. The repeated violation by the tenant or any person occupying the premises of the tenant of Authority rules and regulations or a single repetition of a violation of an Authority rule or regulation which the tenant previously had reported to have been cured by compliance. The tenant will not be given an opportunity to cure the breach.

D. CHRONIC DELINQUENCY IN THE PAYMENT OF RENT. The repeated failure or refusal of the tenant to pay rent when due.

E. NON-VERIFIABLE INCOME. The failure, neglect or refusal of a tenant to furnish the Authority verification satisfactory to the Authority of the income of the tenant, or to keep records of income and disbursements or submit the same to an audit in accordance with the requirements and directives of the Authority.

F. ASSIGNMENT OR TRANSFER OF POSSESSION. The possession and use of a project apartment by a person or persons other than the tenant of record, without Authority permission or consent after the tenant of record has moved from or no longer resides in the apartment.

G. MISREPRESENTATION. The willful misstatement to or concealment from the Authority by the tenant of any material fact bearing or relating to any determinant of the tenant's eligibility for admission or continued occupancy or bearing upon orrelating to the rent to be paid by the tenant.

PROJECT MANAGER INTERVIEW

2. The project manager or his/her representative will interview the tenant in order to discuss the problem which may lead totermination of tenancy, seek to ascertain the facts involved, and, when appropriate, seek to assist the tenant by securing outside help.

THE TENANCY ADMINISTRATOR

3. If remedial action by the Manager fails, or if the Manager believes that termination of tenancy is the appropriate course of action, he/she shall submit the entire file, together with his/her written recommendations and the reason therefore, to the Te n ancy Administrator for review and appropriate action. If the case is based on non-desirability, the Manager shall consider in reviewing the file, among other things, the extent of the impact of the behavior of the tenant's family upon the project. If the Tenancy Administrator finds, after review of the file that a basis for termination of tenancy proceedings exists, the file shall be referred to the Authority's Law Depart- ment for the preparation of a Notice of Charges.

NOTICE OF CHARGES

4. The Law Department shall prepare a Notice of Charges in which there shall be set forth the specific grounds for the proposed termination action. Where the charges involve non-desirability, the specific subsection(s) of the regulation shall be set forth which are claimed to have been violated. A copy of these procedures shall be enclosed with the Notice to the tenant. Such Notice shall give the tenant at least 15 days advance notice of the date fixed for a hearing to be held before a Hearing Officer designated by the Authority. It shall request the tenant to answer the charges and to signify his/her intention to attend the hearing, in writing, at least five days prior to the date set for the hearing. The Notice shall be served upon the tenant or any adult member of his/her family, or by certified mail, postpaid, and addressed to his/her apartment in the project. A copy of the Notice shall be furnished to the Hearing Officer, who shall calendar the hearing for the time specified therein.

THE HEARING

5. Such Hearing Officer shall be an impartial disinterested attorney admitted to practice before the Courts of New York State appointed in a Civil Service title approved by the New York City Civil Service Commission. Until such title is so approved, the Hearing

Officer shall continue to be appointed in accordance with the existing procedures for the appointment of Hearing Officers (Tenancy). Prior to the completion of the hearing and his/her written decision upon the charges set forth in the Notice, the Hearing Officer shall not have had any part in the proceeding or access to the files, information, records or recommendation upon which the proposed termination action is to be based. The Hearing Officer shall be liberal in granting reasonable adjournments requested by the tenant or his/her representative for good cause shown, to assure that there be no doubt that the tenant is afforded every due process right provided by the federal court decree.

6. The Hearing Officer shall conduct a hearing at which the Law Department shall present the case.

(a) The Hearing Officer shall hear witnesses and receive oral and written evidence in proof by the Authority of the grounds specified in the Notice, and of like evidence of the answer offered by the tenant. Cross-examination shall be permitted. Technical rules of evidence shall not be enforced, but the proof offered shall be relevant to and based upon the grounds involved.

(b) The Authority will permit the tenant's attorney or his/her representative (or, with the specific permission of the Authority, which shall not be unreasonably withheld, the tenant pro se) to examine such matter in the tenant folder as relates to the issues in the administrative termination proceeding (excluding names of persons not involved in the pending proceeding), upon request, in advance of the hearing, by appointment at the Authority's Central Office. Any matter not so made available after request therefore may not be relied on by the Authority at the hearing.

(c) Subpoenas shall be issued at the request of the tenant or his/her representative, where appropriate.

(d) If the charges brought against the tenant are based upon the non-desirable acts, conduct or behavior of a person (the "Offender") other than the tenant, it is the Housing Authority's responsibility to prove that the offender occupied thepremises at the time of the offense. However, even if the Housing Authority proves this, the tenant may still show that the offender has permanently moved out by the time of the hearing.

The tenant may be able to avoid the penalty of losing his or her apartment if:

(i) at the hearing on the charge(s), the tenant claims the offender has left the tenant's apartment permanently; and
(ii) the tenant presents evidence to the Hearing Officer to support this claim.

Evidence that the tenant presents in support of this claim (that either the offender did not occupy the apartment at the time of the offense or has since permanently moved out), such as a signed lease and/or rent receipts at another address, or a letter from Welfare or Social Security showing the offender's new address, shall be proof that the offender did not or does not occupy the tenant's apartment, except that the Authority may challenge this evidence before the Hearing Officer. Nothing contained in this paragraph 6 (d) is meant to limit the tenant's right to offer any evidence to the Hearing Officer that an offender is no longer occupying the tenant's apartment, including any spoken or written statement by the tenant or other persons.

(e) If the tenant introduces character testimony or claims that his/her prior record as a tenant is unblemished, the Authority may at the hearing confront the tenant with adverse material in its possession, such as entries in the tenant folder, probation reports, other convictions, police records, etc., and cross-examine the tenant as to such information.

(f) Before the close of the hearing, the tenant or his/her representative shall be permitted to make a general statement, in mitigation, as to why his/her tenancy should not be terminated. This will enable the Authority to consider matters which do not strictly pertain to the stated grounds for termination, but relate more properly to the family situation or otherextenuating circumstances. The Authority may reply thereto for the record.

7. The proceedings shall be recorded by mechanical device. The tenant or the Authority may arrange in advance and at theexpense of the party ordering the transcript, for a transcript of the hearing; provided, however, that in the event that the tenant orders the transcript he/she must deposit with the Authority an amount estimated by the Authority to cover the cost thereof prior to the making of the transcript. The other party may purchase a copy of such transcript. In the event judicial review is undertaken by the tenant he/she shall be furnished with a copy of the transcript without charge.

8. If the tenant fails to answer or appear at the hearing the Hearing Officer shall note the default upon the record and shall make his/her written decision on the record before him/her. Upon application of the tenant made within a reasonable time after his/her default in appearance, the Hearing Officer may, for a good cause shown, open such default and set a new hearing date.

THE DECISION OF THE HEARING OFFICER

9. The Hearing Officer shall prepare a written decision, which shall contain the reasons therefore, within a reasonable time after the hearing. The decision shall set forth with respect to each of the charges, the answers thereto, and all relevant issues raised at the hearing, his/her specific findings including findings as to whether the charges have been proven. Such decision shall be based solely upon the testimony, documents and physical evidence admitted into evidence at the hearing. If any charge is found to have been proven, the decision shall set forth the penalty to be imposed or the action to be taken. Where the tenant has introduced character testimony or has claimed that his/her prior record as a tenant is unblemished, the Hearing Officer may consider all the testimony and documents admit- ted into evidence at the hearing on this subject as well as the tenant's general statement, if any, in mitigation, and the Authority's reply thereto, in making his/her decision as to the penalty to be imposed. The Hearing Officer's decision together with the testimony, docu- ments and physical evidence admitted into evidence at the hearing shall constitute the Record. A copy of the decision shall be sent to the tenant or

his/her representative and the Authority. The Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision with all names and identifying references deleted, shall also be maintained on file by the Authority at Central Office and made available for inspection by tenants, their representatives, or Hearing Officers.

10. In the event that any charge is found to have been proven, the Hearing Officer may make any of the following dispositions: (

a) Termination of tenancy
(b) Probation
(c) Eligible subject to permanent exclusion of one or more persons in the household
(d) Eligible
(e) Eligible with referral to Social Services.

11. The decision of the Hearing Officer shall be binding on the Authority, which shall take all action, or refrain from any action, necessary to carry out the decision, unless notice is mailed to the tenant or his/her representative within ten (10) days from the date of such decision that the decision is under review by the members of the Authority. In reviewing the decision, the members of the Authority shall consider and rely only upon the Record, and such review shall be limited to whether the decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations, requirements of the Annual Contributions Contracts between HUD and the Authority, or violates these Authority procedures by reason of procedural irregularity. The determination by the members shall be made within a reasonable time, and where such determination is less favorable to the tenant than that of the Hearing Officer, the Authority shall include therewith a written statement setting forth the specific bases, including the basis in law, regulations, contracts, or proce- dure, for making such determination. The Authority must promptly notify the tenant or his/her representative of the determination.

12. A decision by the Hearing Officer or a determination by the members of the Authority in favor of the Authority or which denies the relief requested by the tenant, in whole or in part, SHALL CONSTITUTE A WAIVER of the rights of the tenant to a trial *de novo* or judicial review in any judicial proceedings, except a judicial proceeding to review said decision or determination pursuant to Article 78 of the New York State Civil Practice Law and Rules.

13. Where the offender or offenders has (have) been removed from the household, it is mandatory that the disposition be: "eli- gible"; "probation"; or "eligible subject to permanent exclusion of one or more persons in the household". If there is more than one offender involved, the Hearing Officer may in such case make a disposition of both probation and permanent exclusion, each applicable to a different offender. Where a violation of probation or permanent exclusion is alleged, a hearing shall be accorded to the tenant on the alleged violation, according to the procedures set forth below.

PROBATION

14. Where any substantial charge of non-desirability has been proven and the disposition is "eligible subject to permanent ex- clusion of one or more persons in the household", the provisions of this paragraph and of Pars. 15 and 16 shall not be applicable. In all other cases, where any substantial charge of non-desirability has been proven, a tenant may be given probation for a specified term not to exceed a year when the conditions set forth in subparagraph (a) exist, and must be given probation for a specified term when the condi- tions set forth in subparagraph (b) exist:

(a) There is reason to believe that the conduct or condition which led to the charge of non-desirability may not recur or may have been cured, or that the tenant is taking or is prepared to take steps to correct or cure such conduct or condition.

(b) Absence of the offending family member from the household (confinement in jail, away in the Armed Services, participa- tion in residential drug program, etc.).

15. The Authority may set forth, in addition to the duration of probation, which shall be for not more than one year, other specific conditions to probation, such as the continued absence of an offending family member from the project grounds, the continued treatment of a drug addict, etc. Where a specific condition of probation is the continued absence of an offending family member, the family under- takes to do anything it reasonably can to keep the offending member away from the project premises. If the offending member returns to the premises during the period of probation, the burden is on the tenant family to show that they had done all they could to keep him/her from returning.

16. A violation of the general condition of probation shall consist of an act or omission on the part of a tenant or a member of his/ her household occurring after an award of probation, which constitutes a ground for termination of tenancy under these procedures. Such act or omission may be one which, had it been the first infraction by the tenant, might have resulted in an award of probation, but may now be sufficient to warrant immediate termination of tenancy. Where an act which may constitute a violation of the general condition of probation has occurred, the provisions of Par. 14(b), above, are inapplicable.

VIOLATION OF PROBATION

17. In the event that in the opinion of the Manager during the term of probation the tenant has violated any condition ofprobation, he/she shall submit the tenant's folder together with a statement of the acts purportedly constituting the violation of proba- tion to the Tenancy Administrator who shall forward the tenant folder and statement to the Law Department if he/she finds there is a basis for a possible Violation of Probation. The Law Department shall prepare a summary of such alleged violations and notice of a hearing pursuant to Paragraph 4 above, and mail a copy thereof to the tenant or his/her representative.

18. A hearing to determine whether a Violation of Probation has occurred shall be conducted in accordance with paragraphs 5 through

10 above, except that only one adjournment shall be granted for good cause at the request of the tenant or his/her representative. Any further adjournment may be granted only on an affidavit setting forth a legal excuse. If the Hearing Officer finds there has been no violation of probation, he/she shall recommend that probation be continued as prescribed. If the Hearing Officer finds there has been a violation of probation, he/she may make any of the following dispositions:

(a)) Immediate termination of tenancy
(b) Continuation of probation already prescribed
(c) Probation for an additional prescribed period not to exceed a year on such additional terms or conditions as may beappropriate.

A copy of the Decision and Report on the alleged violation of probation shall be mailed to the tenant or his/her representative.

CHANGE OF CONDITIONS OF PROBATION

19. The tenant may apply for review, modification or termination of probation at any time a substantial change has occurredbearing on the need for probation, such as a definitive change in family composition. The tenant's application shall be in writing, ad- dressed to the Tenancy Administrator, who shall submit such application to the Hearing Officer. The Hearing Officer may in his/her discretion:

(a)) Continue the probationary period unchanged
(b) Modify the duration or terms of probation, or
(c) Remove the condition of probation from the tenant's status.

The tenant or his/her representative shall be informed in writing of the action on the application.

HOW PROBATION ENDS

20. (a) Where no proceeding on an alleged violation of probation is pending nor any violation of probation is known to the Manager, he/she shall prepare a report at least thirty (30) days prior to the end of the prescribed year of probation which certifies to such facts and recommends the removal of the condition of probation from the tenant's status. The Manager's report and recommendation shall be sent to the Tenancy Administrator, who shall note the removal of the condition of probation from the tenant's status. A copy of the Tenancy Administrator's memorandum shall be mailed to the tenant or his/her represen- tative.

(b) If at any point during the year of probation an Authority employee other than the Manager discovers that there is evidence that a violation of probation may have occurred, the procedures set forth in Pars. 17 through 18, above, shall be followed.

(c) If the probationary period is concluded and the Manager shall have failed to make the report as provided in subparagraph (a) hereof, and no proceeding on an alleged violation of probation is pending, the condition of probation to the tenant's status shall be automatically removed at the conclusion of four months after the end of the year of probation and the tenant or his/her representative shall be so informed in writing by the Tenancy Administrator.

21. . Anything to the contrary herein notwithstanding:

(a) Any member of the Authority may at any time during the term of probation direct the Manager to submit a probationary report.

(b) The procedures in cases where a member or members of the Authority request a probationary report shall be the same as if the Manager had submitted the report on his/her own initiative. If it appears that a violation of probation may have occurred during the term thereof, the procedures set forth in Pars. 17 through 18, above, shall be followed.

PERMANENT EXCLUSION

22. In the event that in the opinion of the Manager the tenant shall have violated the condition of permanent exclusion of one or more persons in the household which shall have been placed upon his/her eligibility, the procedures set forth in Pars. 17 through 18, above, shall be followed.

23. If the Hearing Officer decides that the condition of permanent exclusion of one or more persons in the household has been violated he/she may:

(a) Make a final decision that the tenant is ineligible for continued occupancy forthwith, or
(b) May continue the condition on such additional terms or conditions as may be appropriate. The

tenant or his/her representative shall immediately be informed in writing of such decision.

REMOVAL OF PERMANENT EXCLUSION

24. The tenant found eligible subject to permanent exclusion of one or more persons in the household may apply for removal of the condition at any time a substantial change has occurred bearing on the need for such condition for eligibility. The tenant's application shall be in writing, addressed to the Tenancy Administrator, who shall submit such application to the Hearing Officer. The HearingOfficer may in his/her discretion:

(a) Continue the condition unchanged, or

(b) Remove the condition of permanent exclusion of one or more persons in the household from the tenant's status of eligible.

The tenant or his/her representative shall be informed in writing of the Authority's action on the application.

EVICTION PROCEEDINGS

25. If a hearing has been held hereunder and the Hearing Officer has determined to terminate the tenancy, the Authority shall not commence an eviction action in a state or local court until it has served a Notice to Vacate, which shall not be served prior to the mailing or other delivery to the tenant of a copy of the Hearing Officer's decision or the Authority's determination. The Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises by the date specified in the Notice, which date shall be not less than one calendar month from the date of the mailing or other delivery thereof, appropriate eviction action will be brought against the tenant and he/she may be required to pay court costs and attorney's fees.

NEW YORK CITY HOUSING AUTHORITY

SECTION 8 EXISTING HOUSING PROGRAM REVIEW AND HEARING PROCEDURE REGARDING DETERMINATIONS OF TENANTS'

SHARE OF RENT OR MONTHLY HOUSING ASSISTANCE

The purpose of this procedure is to enable a tenant or new participant in the Section 8 Existing Housing Program (1) to obtain an explanation of any determination of the amount of rent that a tenant or new participant who is a Certificate holder shall pay or the amount of monthly housing assistance that shall be paid on behalf of a tenant or new participant who is a Voucher holder, as the result of an initial, interim or annual income review ("rent determination"); (2) to have the opportunity to present to the Authority information relevant to a rent determination prior to the implementation thereof; and (3) to seek review of any rent determination including, if necessary, an Informal Hearing as provided for by the federal regulations governing the Section 8 program.

APPLICABILITY OF PROCEDURE

1. This procedure shall apply to rent determinations based upon a tenant's individual circumstances which result from the initial, annual, or interim review of the tenant's income and family composition. This procedure, including the right to a hearing, shall not apply to any determination of a tenant's share of rent or amount of monthly housing assistance based solely upon the implementation of governing laws, rules, regulations or policies of a general nature or having an impact on Section 8 tenants as a class.

PRE-HEARING PROCEDURE

2. Any rent determination, as defined in the preamble to this procedure, shall be made by a member of the Authority's Leased Housing Department staff at the level of Housing Assistant or higher.

3. For a new Section 8 participant:

   (a) A copy of this procedure shall be included in the briefing packet for new Section 8 participants.

   (b) When the Housing Authority determines the rent to be paid by a new Certificate holder or the monthly housing assistance for a new Voucher holder, the approximate amount shall be set forth in the Certificate or Voucher.

   (c) The new participant may

   (i) request that the Leased Housing Department provide an explanation of the rent determination; or request, in writing, no later than fifteen days after receipt of the participant's copy of the approved, executed Section 8 lease, that an Informal Hearing be held with respect to the rent determination before the Authority's Office of the Impartial Hearing Officer. In the event the new participant requests an Informal Hearing, the Housing Authority shall, in accordance with paragraph 5(d) of this procedure, provide the new participant and his or her landlord with a letter (Form IH-5) stating that the participant disputes the Housing Authority's rent determination and has requested a hearing.

4. For all Section 8 tenants except new participants, upon the making of a rent determination, the Authority shall notify the tenant in writing, such notice to be sent by regular mail, that

   (a) such a determination has been made, the effective date of the determination, income information provided by the tenant on which the determination is based, allowable deductions from income, and

   (i) for Certificate holders, the amount of rent the tenant must pay;

   (ii) for Rental Voucher holders, the amount of monthly housing assistance to be made on the tenant's

   behalf; (b) the tenant may

   (i) request that the Leased Housing Department provide an explanation of the rent determination; or

   (ii) request in writing, within fifteen (15) days of the mailing of the notice required by this paragraph 4, that an Informal Hearing be held with respect to the rent determination before the Authority's Office of the Impartial Hearing Officer.

5. If a tenant makes a timely request for an Informal Hearing as set forth in paragraph 3(c)(ii) or 4(b)(ii) above and such hearing is properly within the applicability of this procedure:

   (a) the Leased Housing Department shall provide the tenant with a copy of this procedure by regular mail;

   (b) the tenant shall be given the opportunity to have a conference with a member of the Leased Housing Department staff, which, in the case of an annual or interim rent determination shall take place prior to the effective date of the rent determination and, in each case, shall take place prior to any Informal Hearing on such determination, at which the tenant may present any relevant information not previously provided to the Authority and the tenant's share of rent or monthly housing assistance may be redetermined;

(c) following the completion of any conference held pursuant to paragraph 5(b) above, the Authority shall present to the tenant for his or her signature a written statement of the result of the conference (Form IH-2) in which the tenant shall declare that he or she:

(i) finds the pre-conference rent determination to be satisfactory;

(ii) finds the redetermination of the tenant's share of rent or monthly housing assistance resulting from the conference to be satisfactory;

(iii) agrees to produce for inspection any documents or things as may be required by the Authority to verify a claim for redetermination of the tenant's share of rent or monthly housing assistance, or

(iv) finds the rent determination to be unsatisfactory and therefore requests an Informal Hearing;

(d) in the event that the tenant continues to dispute the rent determination following the conference, the Authority shall provide the tenant with a letter (Form IH-5), a copy of which will be mailed to his or her Section 8 landlord, containing a notice that the tenant disputes the Authority's rent determination and has requested an Informal Hearing.

6. If a request for an Informal Hearing is not timely or where this procedure does not permit a request for a hearing, the tenant shall be notified in writing by the Leased Housing Department that his or her request is denied, stating the reasons therefor.

7. The right to an Informal Hearing under this procedure is contingent upon the tenant's continued payment of his or her share of rent in accordance with the rent determination made pursuant to paragraph 2 above, and as communicated to the tenant pursuant to paragraph 3 or 4 above (or as redetermined at a conference held pursuant to paragraph 5(b) above) from the effective date of the rent determination (or redetermination) throughout the pendency of any proceedings instituted pursuant to this procedure and until such time, if any, as tenant's share of rent or monthly housing assistance is redetermined. The foregoing notwithstanding, where a tenant is not in compliance with the terms of this paragraph 7, such tenant may be granted the right to an Informal Hearing at the discretion of the Director of Leased Housing.

NOTICE OF HEARING

8. Where a tenant has requested an Informal Hearing pursuant to, and such hearing is required by, this procedure, the tenant's file shall be referred to the Authority's Law Department for the purpose of scheduling a hearing. The Law Department, upon receipt of a tenant's file, shall cause the tenant to receive a Notice of Hearing letter printed in both Spanish and English (Form 039.052&R) setting forth the date on which the Informal Hearing will be held.

9. The Notice of Hearing letter shall give the tenant at least fifteen (15) days advance notice of the date fixed for the hearing and shall be accompanied by a copy of this procedure. Where the hearing challenges the result of an annual or interim rent determination, the Notice of Hearing shall also be accompanied by the notice provided to the tenant by the Authority pursuant to paragraph 4 above.

10. Service of the Notice of Hearing letter shall be made upon the tenant by regular mail and certified mail, addressed to the tenant at his or her last known residence address.

11. A copy of the Notice of Hearing letter and the accompanying documentation called for by paragraph 9 above shall be furnished to the office of the Impartial Hearing Officer which shall calendar the hearing for the date and time specified therein.

PROCEDURE FOR HEARING

12. A tenant may be represented by an attorney or other representative at any hearing held pursuant to this procedure; the Authority shall be represented at any such hearing by its Law Department.

13. The tenant, when appearing pro se, or the tenant's representative, shall have the right, upon request, to examine such documents belonging to the Authority as relate to the issues involved in the Informal Hearing. The Authority shall have the right, upon request, to examine such documents belonging to the tenant as relate to the issues involved in the Informal Hearing. Such examination shall be by appointment, at the place designated by the Authority for that purpose, prior to the convening of such Informal Hearing. Any matter not made available upon request pursuant to this paragraph 13 may not be relied upon at the Informal Hearing.

14. All Informal Hearings convened pursuant to this procedure shall be presided over by a hearing officer of the Authority's Office of the Impartial Hearing Officer as authorized by resolution of the Authority. The hearing officer's review of the rent determination at issue shall be limited to the record created before him at the hearing.

15.
Adjournments:

(a) Any session of an Informal Hearing held pursuant to this procedure may be rescheduled by agreement of the Authority's Law Department and the tenant or tenant's representative.

(b) The hearing officer may adjourn any session of an Informal Hearing held pursuant to this procedure for good cause shown upon the request of either party to the hearing or such party's representative.

16. Defaults:

(a) A tenant's default in appearance at a scheduled hearing session shall be noted on the record and the hearing officer shall thereupon make his decision in writing upon the record created before him prior to the default.

(b) Upon written application to the hearing officer, a tenant may request that a default be reopened and the hearing reconvened. If such written application is received by the hearing officer on or within a reasonable time after the date of mailing of the Authority's Notice of Final Determination as hereinafter provided for, the hearing officer shall reopen the default only upon a showing of good cause.

17. The Authority's Office of the Impartial Hearing Officer shall record the oral proceedings in all Informal Hearings. Such recording shall be transcribed and such transcript furnished to the tenant or the tenant's representative upon request to that Office and payment to the Authority of the cost of transcription, except that, if the tenant institutes a judicial proceeding to review or challenge a final determination made pursuant to this procedure, it shall be furnished to the tenant or the tenant's representative without charge.

18. The hearing officer shall hear witnesses and receive other evidence offered by the tenant and by the Authority; cross-examination of witnesses shall be permitted. Technical rules of evidence shall not be strictly enforced, but the proof offered by either party shall be relevant to or based upon the rent determination at issue or the grounds for redetermination asserted by the tenant.

19. The tenant shall have the initial burden of making a prima facie showing that the rent determination at issue is incorrect or in some other way contrary to applicable laws or regulations. Upon the making of such showing, the Authority shall have the burden of establishing that the rent determination was correct and proper.

THE DECISION OF THE HEARING OFFICER

20. Within a reasonable time after the conclusion of the Informal Hearing, the hearing officer shall prepare and provide to the tenant (and the tenant's representative, if any) and the Law Department a written decision resolving the dispute between the tenant and the Authority with respect to the rent determination at issue. The hearing officer's decision shall recite the relevant issues raised at the hearing and shall set forth specific legal and factual findings, including those findings going to whether the rent determination at issue was correct.

21. The hearing officer's decision shall be based solely upon and in accordance with the testimony and other evidence admitted during the Informal Hearing, but may not be based entirely upon hearsay evidence.

22. Dispositions:

(a) The hearing officer shall include in each written decision a disposition which

(i) sustains the rent determination of the Authority; or

(ii) directs the Leased Housing Department to recalculate the tenant's share of rent or amount of monthly housing assistance in accordance with the hearing officer's findings; or

(iii) redetermines the tenant's share of rent or amount of monthly housing assistance in cases in which the rent determination is found to be incorrect because of an arithmetical error.

(b) If the hearing officer, in a written decision issued pursuant to this procedure, includes in such decision the disposition provided by paragraph 22(a)(ii) above:

(i) the hearing officer shall retain jurisdiction pending the Leased Housing Department's recalculation of the tenant's share of rent or amount of monthly housing assistance, which shall be provided in writing to the hearing officer, the tenant and the Authority's Law Department within twenty (20) days after issuance of the hearing officer's disposition.

(ii) upon receipt of the Leased Housing Department's recalculation, the tenant shall have ten (10) days in which to respond in writing to the recalculation. The Authority's Law Department shall have ten (10) days from the receipt of the tenant's response, if any, in which to reply in writing thereto. If the hearing officer finds that the recalculation made by the Leased Housing Department has been made in accordance with the hearing officer's findings, the hearing officer shall confirm such recalculation in a written supplemental decision.

(iii) if the Leased Housing Department's recalculation is not made within twenty (20) days after the rendering of the hearing officer's disposition, or if the hearing officer finds that such recalculation has not been made in accordance with the hearing officer's findings, the hearing officer shall redetermine the tenant's share of rent or amount of monthly housing assistance and publish the redetermination in a written supplemental decision.

REVIEW OF HEARING OFFICER'S DECISION

23. The decision or, in appropriate cases, the supplemental decision of the hearing officer shall be binding upon the Authority unless, within ten (10) days of the date of such decision (or supplemental decision), notice is sent by regular mail to the tenant and the tenant's representative, if any, that the decision (or supplemental decision) is under review by the Members of the Authority.

24. In reviewing any decision (including any supplemental decision) made pursuant to this procedure, the Members of the Authority shall consider and rely solely upon the testimony and other evidence admitted during the hearing regarding the recalculation, if any, made by the Leased Housing Department pursuant to paragraph 22(a)(ii) above, and the hearing officer's decision itself. The Members of the Authority shall not be bound by the decision if it:

(a) purports to resolve an issue to which this procedure is not applicable;

(b) is contrary to applicable federal, state or local law, federal regulations, the requirements of any annual contributions contract between the United States Department of Housing and Urban Development and the Authority or otherwise violates this procedure; or

(c) reflects that the hearing officer acted in a manner that was arbitrary, capricious or otherwise in excess of the jurisdiction conferred by federal regulations or this procedure.

25. The determination of the Members of the Authority upon review of a hearing officer's decision under this procedure shall be made within a reasonable time and may include a confirmation, modification or reversal of such decision, except that, if the Members make a finding that they are not bound by the decision pursuant to paragraph 24(c) above, they may remand the matter to a hearing officer for further proceedings and decision. If less favorable to the tenant than the hearing officer's decision under review, the determination of the Members shall include a written statement setting forth the specific bases for such determination.

NOTICE OF DETERMINATION

26. The tenant and the tenant's representative, if any, shall be promptly notified of the determination of the Members of the Authority. A written Notice of Determination, set forth in Spanish and English, shall be sent to the tenant and the tenant's representative, if any, by regular and certified mail, which notice shall include the Members' determination, a copy of the hearing officer's decision and an explanation of the tenant's right to seek judicial review or, in appropriate cases, of the procedure for reopening a default. FINALITY OF DETERMINATION

27. The determination of the Members of the Authority shall become final and binding upon the tenant upon his or her receipt of the Notice of Determination, except where a default is reopened pursuant to paragraph 16(b) above or where such determination remands the matter to a hearing officer pursuant to paragraph 25 above. In cases where a default is reopened, the determination of the Members upon review of the hearing officer's decision following such reopening shall become final and binding upon the tenant upon his or her receipt of the notice of that determination. In cases where the Members of the Authority remand the matter to a hearing officer, the determination of the Members upon review of the hearing officer's decision following such remand shall become final and binding upon the tenant upon his or her receipt of the notice of that determination.

28. For the purposes of this procedure, there shall be a rebuttable presumption of receipt of any notices or requests referred to herein on the fifth day following the date of mailing thereof.

29. A final determination made pursuant to this procedure, including any findings contained therein, shall be binding as to any issue, claim or defense in any other proceeding between the tenant and the Authority, but shall not be so binding in any other proceeding between the tenant and any other party.

30. Nothing contained in paragraph 29 above shall be construed as

(a) conferring jurisdiction on any court or tribunal to review the constitutionality, lawfulness, reasonableness or substantiality of any determination made pursuant to this procedure beyond that conferred by the laws of the United States and of the State of New York;

(b) altering the burden of proof or the applicable standard of review in any proceeding instituted to challenge the constitutionality, lawfulness, reasonableness or substantiality of any determination made pursuant to this procedure; or

(c) preventing the Authority from employing any determination made pursuant to this procedure, to the extent permitted by law, in making any decision regarding the tenant's eligibility for admission to or continued participation in any program administered by the Authority.

IMPLEMENTATION OF DETERMINATION

31. In the event that a disposition made pursuant to paragraph 22(a)(ii) or 22(a)(iii) above results in

(a) a reduction of the tenant's share of rent or increase in housing assistance payment, the tenant shall be credited with the difference between the amount of rent paid by the tenant and the amount that should have been paid for each month that rent was paid between the effective date of the initial rent determination and the date of the disposition or the final determination, if any, of the Members of the Authority on such disposition;

(b) an increase in the tenant's share of rent or decrease in housing assistance payment, the tenant shall be charged with the difference between the amount of rent paid by the tenant and the amount that should have been paid for each month that rent was paid between the effective date of the initial determination and the date of the disposition or the final determination, if any, of the Members of the Authority on such disposition.

Exhibit P:
RAD Resident Lease

RESIDENTIAL APARTMENT LEASE
SECTION 8 VOUCHER ASSISTANCE: PROJECT BASED – RAD LEASE
CURRENT RESIDENTS OF CONVERTING PUBLIC HOUSING DEVELOPMENT

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: ___________________________

1. Tenant’s Name: ___________________________ **Driver’s License # (if any)** ______________________

2. Tenant’s Name: __________________________ **Driver’s License # (if any)** ______________________

Tenant’s Present Address:
____

Address of “Leased Premises” to Be Rented:
____

Apt. No.: _____

Date of Lease: _________________________

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: Each month the Owner and/or Managing Agent will credit a housing assistance payment received from the New York City Housing Authority (“NYCHA”) (the “monthly housing assistance payment”) against the total monthly rent owed for the Leased Premises (the “Contract Rent”). The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with the U.S. Department of Housing and Urban Development (“HUD”) requirements for a tenancy under NYCHA’s implementation of the Rental Assistance Demonstration program (“RAD”). The Tenant is responsible for paying to the Owner an amount that is thirty (30%) percent of adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable, unless that amount represents an increase of more than the greater of ten (10%) percent or twenty-five ($25.00) dollars upon conversion as determined by NYCHA, in which case the increase of said amount will be phased-in over a 5-year period (the “Tenant’s portion of the rent”) as further set forth in accordance with HUD requirements for RAD. The Contract Rent is the greater of (i) Tenant’s portion of the rent (30% of adjusted gross income) or (ii) the combination 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 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 portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

TENANT'S PORTION: The initial Tenant's portion of the rent shall be $___________________.

HAP SUBSIDY: The initial monthly housing assistance payment shall be $__________________.

TOTAL CONTRACT RENT FOR APARTMENT: The initial contract rent shall be $__________.

The Owner, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their 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.

The above terms may be changed by the Owner, in accordance with its rules and regulations, upon 30 days written notice to the Tenant. Subject to the provisions herein, the Owner Agent or the Tenant may each terminate this Lease and tenancy by giving to the other 30 days prior notice in writing.

3. CONDITION "AS IS": Tenant accepts the apartment in the condition it is in as of the date of the Lease as set forth above.

4. USE AND OCCUPANCY OF APARTMENT:

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 named in the signed application, born or adopted into the household, or authorized by the Owner and/or Managing Agent) who remain in continuous occupancy since the inception of the tenancy, since birth, or since authorization by the Owner and/or Managing Agent. The members of the Tenant's household as authorized by the Owner and/or Managing Agent are listed below. The Tenant and the members of the Tenant's household shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	**Birth Date**:	**Relation to Tenant**:
_________	________	___________________
_________	________	___________________
_________	________	___________________

b. The Tenant shall obtain the written consent of the Managing Agent, or such Managing Agent's designee before allowing any person to reside in the Leased Premises other than a family member named in the Tenant's signed application or born or adopted into the household, or subsequently authorized by the Owner and/or Managing Agent, who remains in continuous occupancy since the inception of the tenancy, since birth or since subsequent authorization by the Owner and/or Managing Agent.

c. The Tenant shall use the Leased Premises solely as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 4a above, or subsequently authorized by the Owner and/or Managing Agent, and not to 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 and permissible profitmaking activities incidental to the primary use of the Leased Premises as a residence in accordance with NYCHA's home business policy.

5. ADDED CHARGES: Tenant may be required to pay other charges and fees to Owner under the terms of this Lease. They are called "added charges" and include:

a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Owner and/or Managing Agent pursuant to Paragraph 6 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.

b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Owner and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Owner and/or Managing Agent for the proper administration of the Development, the protection of the Owner's and/or Managing Agent's property or the safety and convenience of other residents.

c. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Owner and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Owner and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 26 hereof, which charges may be covered by a separate agreement between the Tenant and the Owner and/or Managing Agent, (iii) any charge hereafter imposed by the Owner and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Owner and/or Managing Agent regarding dishonored checks.

d. Except in the case of a written agreement between the Owner and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the added charges set forth above shall be collectible in any court having jurisdiction thereof.

6. POSTING OF POLICIES, RULES AND REGULATIONS: Schedules of added charges for services, equipment, repairs and utilities, rules and regulations and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to the Tenant on request. Such schedules, rules and regulations may be modified from time to time by the Owner and/or Managing Agent, provided that the Owner and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant if the Owner and/or Managing Agent, in its discretion, determines that the Tenant is affected thereby. Such notice shall set forth the proposed modification and the reason therefore and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Owner and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

a. delivered directly or mailed to the Tenant; or

b. 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.

7. SECURITY DEPOSIT:

a. The balance of any security deposit currently held by the New York City Housing Authority for the Tenant shall be transferred to the Owner. Tenant shall not be required to pay any additional security for the Leased Premises under this Lease.

b. 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 Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the apartment is returned to Owner 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 30 days of Tenant vacating. If this Lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Tenant shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Tenant or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security on deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the ease or breach thereof.

8. SUBLETTING/ASSIGNMENT: Tenant shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the apartment. A sublet or assignment without consent, shall constitute a breach of a substantial obligation of this Lease.

9. SERVICES: The following services and utilities are the responsibility of:

Owner: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

Tenant: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

10. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

11. ACCESS: Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. A written statement specifying the purpose of such 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 Owner and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification. In the event of an emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner and/or Managing Agent may enter the Leased Premises without prior notice to Tenant. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice on more than one occasion in an unreasonable manner is a breach of a substantial obligation of this Lease.

12. LIABILITY OF RENTER: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

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

14. RENTER DEFAULT: In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, the Owner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 15 herein.. Any demand for rent must be made in writing.

15. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS.

a. <u>Termination Notification</u>. HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination procedure for RAD conversions to project-based vouchers ("PBV") will require adequate written notice of termination of the Lease to Tenants which shall not be less than:

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

- If the health or safety of other renters, NYCHA's or Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

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

ii. 14 days in the case of nonpayment of rent; and

iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process. HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the public housing authority ("PHA") to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi) an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to an Owner action in accordance with the Lease or NYCHA action as the contract administrator in accordance with RAD PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

• For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program.

• For any additional hearings required under RAD, the Owner will perform the hearing.

ii. An informal hearing will not be required for class grievances or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.

iii. The Owner give the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

iv. The Owner must provide opportunity for an informal hearing before an eviction.

16. LEGAL FEES :

In the event either Owner or Tenant incurs legal fees and/ or court costs in the enforcement of any of Owner'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.

17. RE-ENTRY: If Tenant is evicted by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment.

18. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

19. 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 apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

20. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. 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 apartment or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or other violation of law.

21. NO PETS:

a. Except as otherwise provided in subparagraph "b" below, Tenant acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Tenant, Owner does not waive his right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. Notwithstanding the foregoing, if Tenant has a dog or cat legally registered with NYCHA as of the date this Lease is signed, Tenant shall be permitted to keep such dog or cat on the premises.

c. Service and Emotional Support Animals: A service or emotional support animal must be registered with Managing Agent before bringing it into the Leased Premises. Documentation from a medical professional setting forth the need for a service animal will be required to register a service animal.

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.

22. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

23. WINDOW GUARDS: Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

24. PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

25. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

26. ALTERATIONS/CARPETING/ INSTALLATIONS: Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the apartment, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

27. DEPOSIT OF RENT: If Owner commences legal proceedings against Tenant, Tenant may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Tenant.

28. RECREATION AREAS: Permission to use any recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Tenant must pay all fees imposed by Owner.

29. TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Tenant of such rules. The failure of Tenant to comply with such rules shall constitute a breach of a substantial obligation of the Lease. Tenant must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Tenant does so, Owner has the right to remove them and store them at Tenant's expense.

30. BATHROOM AND PLUMBING FIXTURES: The bath-rooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

31. ELEVATORS: All non-automatic passenger and service elevators, if any, shall be operated only by employees of Owner and must not in any event be interfered with by Tenant. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

32. LAUNDRY: Laundry machines, if any, provided by Owner, shall be used by Tenant in the manner and at the times that Owner may designate. Tenant shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Tenant may use laundry machines, if any, at their own risk.

33. OBJECTIONABLE CONDUCT: Tenant, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Tenant or other occupants. Tenant shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Tenant shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

34. NO PROJECTIONS: Tenant may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

35. MOVING: Tenant can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by unavailability of the elevator. Tenant shall be liable for any damage caused to the building or the apartment during such move.

36. END OF TERM: At the end of the lease term, Tenant shall leave the apartment clean and in good order, reasonable wear and tear excepted. Tenant shall remove all of Tenant's personal possessions from the apartment after Tenant has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

37. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Tenant represents that he is not subject to foreign sovereign or diplomatic immunity. Tenant expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Tenant expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Tenant, wherever they are located.

38. MILITARY STATUS:

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

❑ Tenant represents that he or she is ***not*** in the United States military, and is ***not*** dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the military.

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

39. PARTIES BOUND: This lease agreement is binding on Owner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Tenant.

40. FORMS: Tenant agrees to complete any and all forms that may be requested by Owner from time to time.

41. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

42. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

43. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Tenant of such government taking.

44. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant nor shall Tenant seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

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

46. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month.

47. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant at the apartment by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner, shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered on the date mailed.

48. THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the apartment which is the subject of this Lease is not subject to the Rent Stabilization Law or any other rent regulatory laws. The Owner is not obligated to offer Tenant a renewal of this Lease and may alter any or all terms or conditions of this Lease in the event of a renewal.

49. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of a the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also the Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the RAD Program.

d. Nothing in this section may be construed to limit the authority of the Owner and/or Managing Agent, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

e. Nothing in this section limits any otherwise available authority of the Owner and/or Managing Agent to evict the Tenant or terminate assistant to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Owner and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

f. Nothing in this section may be construed to limit the Owner and/or Managing Agent's authority to terminate the tenancy of, or terminate assistance to, any Tenant if the Owner and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Owner and/or Managing Agent's employees, or to those providing service to the Premises if the Tenant is not evicted or terminated from assistance.

g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

50. In addition to any other rights available to the New York City Housing Authority ("**NYCHA**"), if the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or composition or other factors considered in calculating the Tenant's portion of the rent changes, and as a result pays a Tenant's portion of the rent that is less than the amount required by HUD's or the New York City Housing Authority's rent formulas, the Tenant agrees to reimburse the Owner and/or Managing Agent for the difference between the Tenant's portion of the rent s/he should have paid and the portion of the rent s/he was actually charged. The Owner and/or Managing Agent's right to repayment shall not prevent the Owner and/or Managing Agent from exercising any other rights it may have to terminate this Lease. The Tenant is not required to reimburse the Owner and/or Managing Agent for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

51. ENTIRE AGREEMENT: Owner 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 apartment. The Lease can only be changed in writing. The writing must be signed by both Owner and Tenant.

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

a. New York City Window Guard Notice;
b. Federal Lead Disclosure Information;
c. New York City Lead Paint Notice and Brochure;
d. Lease Rider (check here if applicable __);
e. Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits (check here if applicable __);
f. RAD Residential Lease Rider; and
g. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c;

53. 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.

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**

RIDERS

- **New York City Window Guard Notice**
- **Federal Lead Disclosure Information**
- **New York City Lead Paint Notice and Brochure**
- **Lease Rider** (check here if applicable ___)
- **Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits** (check here if applicable ___)
- **RAD Residential Lease Rider**
- **Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c**

APPENDIX A

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:

if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason)

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

____
Tenant (Print)

______________________________ ______________
Tenant's Signature: Date

______________________________ ______________
Tenant's Address Apt No.

RETURN THIS FORM TO:

____
Owner/Manager

____
Owner/Manager's Address

For Further Information Call: Window Falls Prevention (212) 676-2162b

WF-013 (Rev. 11/02)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

□ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

____

____

□ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

□ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

____

____

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) Lessee's Acknowledgment (initial)

□ Lessee has received copies of all information listed above.

□ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

(d) Agent's Acknowledgement (initial)

□ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

________________________	__________	________________________	__________
Lessee/Tenant	**Date**	**Agent/Owner**	**Date**

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD**. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ❑ A child under six years of age resides in the unit.

❑ A child under six years of age does not reside in the unit.

____ (Occupant signature)

Print occupant's name, address and apartment number:____

____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_______________________________ (Owner signature)

RETURN THIS FORM TO: ____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NINO.

Usted esta requerido por ley informarle al dueno si un nirio menor de seis anos de edad esta viviendo o vivira con usted en Ia unidad de vivienda (apartamento) para Ia cual usted va a firmar un contrato de ocupaciOn. Si tal nifio empieza a residir en Ia unidad, el dueno del edificio esta requerido hacer una inspeciOn visual anualmente de Ia unidad para determinar Ia presencia peligrosa de plomo en Ia pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUENO 0 AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NINO. Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un nifio menor de seis anos de edad esta viviendo en el apartamento.

Si un nino menor de seis anos de edad no vive en Ia unidad ahora, pero viene a vivir en cualquier tiempo durante el alio, usted debe de informarle al duel() por escrito inmediatamente a Ia direcciOn provenida abajo. Usted tambien debe de informarle al dueno por escrito si un nifio menor de seis anos de edad vive en la unidad y si usted observa que durante el ario Ia pintura se deteriora o esta por pelarse sobre Ia superficie de Ia unidad.

Por favor de Ilenar este formulario y devolver una copia al duelio del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar Ia unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupaciOn usted recibira un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: ❑ Vive un nitio menor de seis anos de edad en la unidad.

❑ No vive un nifio menor de seis anos de edad en la unidad.

__________________________________ (Firma del inquilino)

Nombre del inquilino, Direcci6n, Apartamento: ____

(Esto no es aplicable para un renovamiento del contrato de alguiler.) Certificacion de dueno: Yo certifico que he cumplido con Ia provision de §27-2056.8 del Articulo 14 del codigo y reglas de Vivienda v Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de Ia Ciudad de Nueva York sobre el peligro de plomo en pintura.

__________________________ (Firma del duerio)

DEVUELVA ESTE FORMULARIO A: ____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUENO/COPIA DEL INQUILINO

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, “Fix Lead Paint”. For additional information on lead poisoning, go to www.nvc.gov/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards every year.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards before a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.

Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.

While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

LEASE RIDER

54. Rent is due on the first of the month.

55. This is a tax credit building and your unit requires annual recertification; you must complete the certification process. This includes providing sources and documentation to verify all income, assets, and other eligibility information, and signing a new Tenant Income Certification form. It is the resident's responsibility to provide all necessary information so that management may perform this task. Occupancy is subject to continued eligibility under the Tax Credit Program requirements. The resident must fully cooperate and provide all necessary information to expedite this process. Failure to comply with these recertification requirements is a material breach of the terms of this lease and may result in nonrenewal of the resident's lease or the resident's eviction from the unit.

AGENT ____

TENANT ____

TENANT ____

Project Name: ____

Project Location: ____

Building ID No.: ______________________________ **Apartment #:**

Tenant: ______________________________ ________________________________

(and Co-Tenant): ______________________________

RIDER TO LEASE
For Low Income Unit Tenancy in a Project
Financed by New York State Housing Finance Agency
Using Tax Exempt Bond Proceeds
and Benefitting from Low-Income Housing Tax Credits

Definitions[1]

Agency: the New York State Housing Finance Agency.

Apartment: the rental income unit leased to Tenant as Tenant's principal place of residence.

Area Median Income ("AMI"): the area gross median income, as defined from time to time by the United States Department of Housing and Urban Development ("**HUD**"), applicable to the[2] ______________________________, adjusted for family size.

Fee Owner:____

HFA; the New York State Housing Finance Agency.

Initial Qualifying Household Income: Tenant's initial household income must be at or below _% of AMI for Low Income Unit Tenancy.

Owner: ____

Low Income Unit: a dwelling Unit regulated by a Regulatory Agreement between (and among) Owner (, Fee Owner) and HFA, dated as of _________, 200_, such that its tenant pays no greater than the Tenant's Maximum Rent.

Low Income Unit Tenancy: qualification to reside in a Low Income Unit, for which Tenant shall be required to pay no more than the Tenant's Maximum Rent.

Mortgage: The mortgage dated as of ________, 200_ granted by Owner and Fee Owner to the Agency.

Tenant's Maximum Rent: an amount calculated by taking not to exceed 30% of ______ % of AMI[3] as adjusted for the number of individuals assumed to be occupying Tenant's Apartment, as follows: if the Apartment is a Unit that does not have a separate bedroom, one person; if the Apartment is a Unit having one or more separate bedrooms, 1.5 individuals for each separate bedroom (the "Maximum Rent Calculation"). ***Included in the calculation of the maximum gross rent payable by Tenant for the Apartment shall be any utility allowance determined by the Secretary of the United States Department of Housing and Urban Development, or, the cost of any utilities that would be covered by such utility allowance, as determined by the Agency, if the Units were receiving Federal***

---

[1]Insert appropriate data or "N/A" if not applicable.

[2]Refer to the Regulatory Agreement for the appropriate HUD MSA or PMSA, etc.

[3] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

Section 8 assistance. If at any time during the period of the Lease, the applicable utility allowance for the Apartment changes, the new utility allowance will be used to compute the maximum rent beginning with any rent payment due ninety (90) days after the date of such change in the applicable utility allowance. Owner will furnish Tenant with written notice, at least thirty (30) days in advance of the change in the utility allowance, explaining the basis for such change and specifying any consequent increase or decrease in the rent payable by Tenant. If Tenant is the holder of a Section 8 voucher or certificate, or the Apartment is subsidized by project based Section 8 assistance payments, then the utility allowance applicable for the Apartment will be the utility allowance established by the local Public Housing Authority for the Section 8 Existing Housing Program for Units comparable to Tenant's Apartment. Tenant's Maximum Rent shall not include such payments or fees excluded from the definition of gross rent in Section 42(g)(2)(B) of the United States Internal Revenue Code ("Code").The maximum rents shall be trended upward for inflation or downward for deflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code (the "HUD Calculations"), but in no case to any level less than the Gross Rent Floor applicable to the Unit pursuant to §42(g)(2)(A) and (B) unless required by §142(d) of the Code. Any increase or adjustment in the rent for the Apartment shall not exceed the least of the increases or adjustments permitted with respect to the Apartment under the applicable provisions of the Code and the Regulatory Agreement. Notwithstanding anything herein to the contrary, if Tenant resides in a Low Income Unit and is the beneficiary of Section 8 rental assistance or any comparable rental assistance program ("Federal Rental Assistance") and such Federal Rental Assistance payments decrease as Tenant's income increases, then if, as of the most recent recertification, Tenant's income exceeds ___% of AMI[4], such Tenant may be required to pay rent in an amount higher than that determined by the Maximum Rent Calculation, but only if Tenant's Apartment meets the requirements set forth in Section 42(g)(2)(E) of the Code.

New York State Housing Finance Agency ("HFA" or the "Agency"): a public benefit corporation existing pursuant to Article III of the Private Housing Finance Law, with its principal offices at 641 Lexington Avenue, New York, New York 10022.

Project: the project referred to in the heading of this rider.

Regulatory Agreement: Agreement entered into as of , 200_ between (and among Fee Owner,) Owner and HFA.

Tenant: the Tenant referred to in the heading of this rider.

Household: includes all occupants of Tenant's Unit, whether or not related to Tenant, as determined under Section 8 guidelines.

Unit: a dwelling unit designed for rental occupancy.

<u>Term</u>

The lease to which this rider is attached shall be for a term of at least one year.

<u>Tenant Certifications</u>

Tenant must certify Tenant's initial Household composition and Household income level, and annually recertify Tenant's Household income prior to the commencement or renewal of the Lease's term. Tenant is obligated to provide subsequent recertifications of Household composition and Household income as HFA or Owner may require. Tenant's initial Household income must be at or below the Initial Qualifying Household Income, as above defined. Tenant must provide Owner with such certification or recertification of Household income or Household composition, and, as applicable, any third-party income verification or other proof reasonably required by Owner under applicable law and program rules for the purpose of verifying income or determining Household composition. Tenant authorizes Owner to verify all sources of income in the Household. Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all the members of Tenant's Household who occupy the Apartment subject to this rider to the Lease ("Rider") does not exceed the amount set forth in such certification. Tenant agrees to

[4] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

notify Owner immediately in the event that there is any change in the identity or number of persons occupying the Apartment. TENANT ALSO ACKNOWLEDGES THAT A HOUSEHOLD CONSISTING ENTIRELY OF FULL-TIME STUDENTS AS DEFINED IN SECTION 151(c)(4) OF THE INTERNAL REVENUE CODE IS PROHIBITED FROM LOW INCOME UNIT TENANCY, REGARDLESS OF INCOME, UNLESS SUCH FULL-TIME STUDENT HOUSEHOLD MEETS AN ALLOWABLE EXEMPTION.

False Certification

The lease to which this rider is attached shall be terminated and the Tenant may be evicted for failure to qualify for a Unit if Tenant has falsely certified (whether intentionally or unintentionally) Household income or Household composition. False certification constitutes material noncompliance under the lease, and Owner has the right to terminate the Lease, evict Tenant, and recover possession of the Unit, if Tenant has obtained Low Income Unit Tenancy by falsely certifying Household income or Household composition.

Noncompliance

Tenant’s refusal to comply with a request for information related to income and eligibility requirements shall be deemed a violation of a substantial obligation of tenancy and constitute cause for immediate termination of the lease.

Increases in Income

Notwithstanding an increase in the income of Tenant above the Initial Qualifying Household Income, Tenant shall be entitled to reside in a Unit of the Project, paying no more than the Maximum Rent, provided that Tenant and Household continue to comply with the applicable provisions of the Lease and Rider.

Unit Reassignment

Since the monthly rent for the Apartment is calculated on the basis of the size of the unit, Tenant may, upon expiration of the Lease, be reassigned to a different unit if: (a) an increase or decrease in the number of Tenant’s family members residing in the Apartment warrants such a change under applicable statutes and regulations and (b) Tenant would be eligible for Low Income Unit Tenancy upon such transfer to another unit in the Project (that is, Tenant’s annual Household income at the time of such transfer would not exceed the Initial Qualifying Household Income for the Unit to which Tenant would be transferred). In the event of such reassignment, Tenant’s monthly rent shall be based upon the size of the new unit occupied.

Inspection

Owner and/or the Agency and their representatives or agents shall have the right to inspect Tenant’s Unit for the purpose of allowing the Agency to fulfill its responsibilities under the Internal Revenue Code of 1986, as amended, and the Treasury Regulation applicable thereunder (the “Code”). Advance notice of at least two (2) weeks will be sent to Tenant for scheduling and arranging access into the Apartment for such inspections. Inspection by the Agency or its representatives may take place irrespective of whether Tenant is present in Tenant’s apartment at the time of inspection, provided that the Agency or its representative is accompanied by a Project Manager, as that term is used in the Regulatory Agreement.

No Subletting, Assignment or Extended Occupancy

Subletting Tenant’s Unit or any part of Tenant’s Unit, and/or the assignment of Tenant’s lease, are prohibited. Notwithstanding anything in the Lease to the contrary, the Apartment may not be occupied by anyone other than Tenant and his/her Household members for a period of more than 31 days at any time, and if Tenant permits any such occupancy for a longer period, without Owner’s prior consent, such occupancy will be a material breach of the Lease, which breach shall be grounds for termination of the Lease by Owner, and shall subject Tenant to eviction.

Rent Increases

IN THE EVENT THAT TENANT'S UNIT IS NOT RECEIVING A FEDERAL SECTION 8 SUBSIDY, upon the date that Tenant's Unit is no longer regulated in accordance with the New York State Housing Finance Agency regulatory agreement, the Owner's right to increase rent for Tenant over the maximum rent permitted by the regulatory agreement shall be conditioned upon Owner furnishing Tenant with notice of at least six months prior to such increase in a form acceptable to the Agency. If such notice is not given, Tenant shall be entitled to lease renewals at the rents provided for in the regulatory agreement until such notice has been given and six months has elapsed. Notwithstanding anything to the contrary, if the "Extended Use Period" (as defined in the regulatory agreement and the Code) is terminated early ("Early Termination"), the eviction or the termination of Tenant's tenancy (other than for good cause) or any increase in the gross rent with respect to Tenant's Unit shall not be permitted for, at minimum, three years following such Early Termination.

Subordination

The lease to which this rider is attached is expressly subordinate to the Mortgage, as above defined.

Conflict

In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

Fees

In the event that any Rent or Additional Rent due on Tenant's Apartment is not paid to Owner by the fifth day of the month in which it is due, the late fee owed by Tenant as Additional Rent shall not exceed the twenty-five dollars ($25.00) per month for each such month. As provided in the Regulatory Agreement, other than such late fee and a bounced check fee not to exceed the actual amount charged by the bank, Owner shall not impose any fee or charge upon Tenant without the prior express written consent of HFA.

Signature Page To Follow — No Additional Text On This Page

In witness whereof the parties hereto have executed this Rider to the Lease Agreement on the _______ day of _____________, 20__.

OWNER:
BY:

BY:
PRINT NAME:
TITLE:

TENANT[5]:

Signature: ____________________________________

Print Name:

Signature: ____________________________________

Print Name:

[5] All adults (persons eighteen years of age and older) residing in the Apartment must sign this Rider.

LEASE AND RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

A translation of this document is available in your management office.

La traducción de este documento está disponible en su oficina de administración.

文件譯本可到屋邨管理辦事處或上網址.

Перевод этого документа находится в Вашем домоуправлении.

RENTAL ASSISTANCE DEMONSTRATION RESIDENT LEASE RIDER

This Rental Assistance Demonstration Resident Lease Rider (this **"Rider"**) is attached to and amends the Residential Apartment Lease Section 8 Voucher Assistance: Project Based RAD Lease for Current Resident of the Converting Public Housing Development (the **"Lease"**).

To the extent any provisions of this Rider conflict with any other provisions in the Lease, the provisions of this Rider shall prevail. Any other terms in the Lease not in conflict with the provisions of this Rider remain in full force and effect.

1. SIZE OF DWELLING

If the Tenant is in an under-occupied unit pursuant to the New York City Housing Authority's ("NYCHA") Section 8 program occupancy standards at the time of conversion, and does not have a reasonable accommodation or grievance, the Tenant must move to the appropriate-sized unit. If a unit is not available in the Development, the tenant may remain in their current unit until an appropriate-sized unit becomes available. When an appropriate-sized unit becomes available, the Tenant living in the under-occupied unit must either (1) move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA, but not upon less than thirty (30) days' notice from the Owner and/or Managing Agent, or (2) request a transfer voucher to relocate outside of the Development. If the Tenant does not vacate the under-occupied unit for the appropriate-sized unit, NYCHA shall terminate the monthly housing assistance payment for the under-occupied unit.

2. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, the Tenant could become subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

3. CONTINUING TENANCY OBLIGATIONS

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner and/or Managing Agent. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease, may commence or continue under this Lease. Any conditions placed against the tenancy under the former lease (for example, Probation or Permanent Exclusion) shall remain valid and will continue under this Lease. Permanent Exclusion of an individual from a former apartment shall continue as Permanent Exclusion of that individual from the Leased Premises.

In Witness Whereof, the undersigned have executed this rider.

On the _____ day of ______________, 20____.

Tenant:	Tenant:

In the Presence of:

Owner:

By Managing Agent (*print and sign name*):

RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

A translation of this document is available in your management office.

La traducción de este documento está disponible en su oficina de administración.

文件譯本可到屋邨管理辦事處或上網址.

Перевод этого документа находится в Вашем домоуправлении.

Exhibit Q:
PACT LLC II Resident Leases

PACT LLC II PBV Residential Lease
(for Assisted Tenants)

RESIDENTIAL APARTMENT LEASE
SECTION 8 VOUCHER ASSISTANCE: PROJECT BASED – PACT/LLC II LEASE
CURRENT RESIDENTS OF CONVERTING PUBLIC HOUSING DEVELOPMENT

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: _________________________

1. Tenant's Name: __________________________ **Driver's License # (if any) _____________________**

2. Tenant's Name: _________________________ **Driver's License # (if any) _____________________**

Tenant's Present Address:
____

Address of "Leased Premises" to Be Rented:
____

Apt. No.: _____

Date of Lease: ________________________

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: Each month the Owner and/or Managing Agent will credit a housing assistance payment received from the New York City Housing Authority ("NYCHA") (the "monthly housing assistance payment") against the total monthly rent owed for the Leased Premises (the "Contract Rent"). The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program. The Tenant is responsible for paying to the Owner an amount that is thirty (30%) percent of adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable, (the "Tenant's portion of the rent") as further set forth in accordance with HUD PBV requirements. The Contract Rent is the combination 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 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 portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

TENANT'S PORTION: The initial Tenant's portion of the rent shall be $___________________.

HAP SUBSIDY: The initial monthly housing assistance payment shall be $__________________.

TOTAL CONTRACT RENT FOR APARTMENT: The initial contract rent shall be $__________.

The Owner, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their 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.

The above terms may be changed by the Owner, in accordance with its rules and regulations, upon 30 days written notice to the Tenant. Subject to the provisions herein, the Owner Agent or the Tenant may each terminate this Lease and tenancy by giving to the other 30 days prior notice in writing.

3. CONDITION "AS IS": Tenant accepts the apartment in the condition it is in as of the date of the Lease as set forth above.

4. USE AND OCCUPANCY OF APARTMENT:

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 named in the signed application, born or adopted into the household, or authorized by the Owner and/or Managing Agent) who remain in continuous occupancy since the inception of the tenancy, since birth, or since authorization by the Owner and/or Managing Agent. The members of the Tenant's household as authorized by the Owner and/or Managing Agent are listed below. The Tenant and the members of the Tenant's household shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	**Birth Date**:	**Relation to Tenant**:
_________	________	___________________
_________	________	___________________
_________	________	___________________

b. The Tenant shall obtain the written consent of the Managing Agent, or such Managing Agent's designee before allowing any person to reside in the Leased Premises other than a family member named in the Tenant's signed application or born or adopted into the household, or subsequently authorized by the Owner and/or Managing Agent, who remains in continuous occupancy since the inception of the tenancy, since birth or since subsequent authorization by the Owner and/or Managing Agent.

c. The Tenant shall use the Leased Premises solely as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 4a above, or subsequently authorized by the Owner and/or Managing Agent, and not to 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 and permissible profitmaking activities incidental to the primary use of the Leased Premises as a residence in accordance with NYCHA's home business policy.

5. ADDED CHARGES: Tenant may be required to pay other charges and fees to Owner under the terms of this Lease. They are called "added charges" and include:

a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Owner and/or Managing Agent pursuant to Paragraph 6 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.

b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Owner and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Owner and/or Managing Agent for the proper administration of the Development, the protection of the Owner's and/or Managing Agent's property or the safety and convenience of other residents.

c. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Owner and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Owner and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 26 hereof, which charges may be covered by a separate agreement between the Tenant and the Owner and/or Managing Agent, (iii) any charge hereafter imposed by the Owner and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Owner and/or Managing Agent regarding dishonored checks.

d. Except in the case of a written agreement between the Owner and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the added charges set forth above shall be collectible in any court having jurisdiction thereof.

6. POSTING OF POLICIES, RULES AND REGULATIONS: Schedules of added charges for services, equipment, repairs and utilities, rules and regulations and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to the Tenant on request. Such schedules, rules and regulations may be modified from time to time by the Owner and/or Managing Agent, provided that the Owner and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant if the Owner and/or Managing Agent, in its discretion, determines that the Tenant is affected thereby. Such notice shall set forth the proposed modification and the reason therefore and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Owner and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

a. delivered directly or mailed to the Tenant; or

b. 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.

7. SECURITY DEPOSIT:

a. The balance of any security deposit currently held by the New York City Housing Authority for the Tenant shall be transferred to the Owner. Tenant shall not be required to pay any additional security for the Leased Premises under this Lease.

b. 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 Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the apartment is returned to Owner 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 30 days of Tenant vacating. If this Lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Tenant shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Tenant or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security on deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the ease or breach thereof.

8. SUBLETTING/ASSIGNMENT: Tenant shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the apartment. A sublet or assignment without consent, shall constitute a breach of a substantial obligation of this Lease.

9. SERVICES: The following services and utilities are the responsibility of:

Owner: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

Tenant: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

10. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

11. ACCESS: Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. A written statement specifying the purpose of such 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 Owner and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification. In the event of an emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner and/or Managing Agent may enter the Leased Premises without prior notice to Tenant. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice on more than one occasion in an unreasonable manner is a breach of a substantial obligation of this Lease.

12. LIABILITY OF RENTER: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

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

14. RENTER DEFAULT: In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, the Owner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 15 herein. Any demand for rent must be made in writing.

15. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS.

a. Termination Notification. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the Owner shall provide adequate written notice of termination of the Lease to Tenants which shall not be less than:

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

• If the health or safety of other renters, NYCHA's or Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

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

ii. 14 days in the case of nonpayment of rent; and

iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process.

Tenants shall have an opportunity for an informal hearing for issues related to tenancy and termination of assistance, as outlined in 24 CFR § 982.555. Further:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi) an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to an Owner action in accordance with the Lease or NYCHA action as the contract administrator in accordance with PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

• For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program.

• For any additional hearings, the Owner will perform the hearing.

ii. An informal hearing will not be required for class grievances or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.

iii. The Owner give the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

iv. The Owner must provide opportunity for an informal hearing before an eviction.

16. LEGAL FEES:

In the event either Owner or Tenant incurs legal fees and/ or court costs in the enforcement of any of Owner'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.

17. RE-ENTRY: If Tenant is evicted by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment.

18. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

19. 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 apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

20. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. 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 apartment or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or other violation of law.

21. NO PETS:

a. Except as otherwise provided in subparagraph "b" below, Tenant acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Tenant, Owner does not waive his right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. Notwithstanding the foregoing, if Tenant has a dog or cat legally registered with NYCHA as of the date this Lease is signed, Tenant shall be permitted to keep such dog or cat on the premises.

c. Service and Emotional Support Animals: A service or emotional support animal must be registered with Managing Agent before bringing it into the Leased Premises. Documentation from a medical professional setting forth the need for a service animal will be required to register a service animal.

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.

22. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

23. WINDOW GUARDS: Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

24. PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

25. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

26. ALTERATIONS/CARPETING/ INSTALLATIONS: Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the apartment, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

27. DEPOSIT OF RENT: If Owner commences legal proceedings against Tenant, Tenant may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Tenant.

28. RECREATION AREAS: Permission to use any recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Tenant must pay all fees imposed by Owner.

29. TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Tenant of such rules. The failure of Tenant to comply with such rules shall constitute a breach of a substantial obligation of the Lease. Tenant must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Tenant does so, Owner has the right to remove them and store them at Tenant's expense.

30. BATHROOM AND PLUMBING FIXTURES: The bath-rooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

31. ELEVATORS: All non-automatic passenger and service elevators, if any, shall be operated only by employees of Owner and must not in any event be interfered with by Tenant. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

32. LAUNDRY: Laundry machines, if any, provided by Owner, shall be used by Tenant in the manner and at the times that Owner may designate. Tenant shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Tenant may use laundry machines, if any, at their own risk.

33. OBJECTIONABLE CONDUCT: Tenant, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Tenant or other occupants. Tenant shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Tenant shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

34. NO PROJECTIONS: Tenant may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

35. MOVING: Tenant can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by unavailability of the elevator. Tenant shall be liable for any damage caused to the building or the apartment during such move.

36. END OF TERM: At the end of the lease term, Tenant shall leave the apartment clean and in good order, reasonable wear and tear excepted. Tenant shall remove all of Tenant's personal possessions from the apartment after Tenant has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

37. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Tenant represents that he is not subject to foreign sovereign or diplomatic immunity. Tenant expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Tenant expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Tenant, wherever they are located.

38. MILITARY STATUS:

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

❑ Tenant represents that he or she is ***not*** in the United States military, and is ***not*** dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the military.

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

39. PARTIES BOUND: This lease agreement is binding on Owner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Tenant.

40. FORMS: Tenant agrees to complete any and all forms that may be requested by Owner from time to time.

41. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

42. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

43. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Tenant of such government taking.

44. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant nor shall Tenant seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

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

46. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month.

47. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant at the apartment by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner, shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered on the date mailed.

48. THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the apartment which is the subject of this Lease is not subject to the Rent Stabilization Law or any other rent regulatory laws. The Owner is not obligated to offer Tenant a renewal of this Lease and may alter any or all terms or conditions of this Lease in the event of a renewal.

49. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also the Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the PBV program.

d. Nothing in this section may be construed to limit the authority of the Owner and/or Managing Agent, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

e. Nothing in this section limits any otherwise available authority of the Owner and/or Managing Agent to evict the Tenant or terminate assistant to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Owner and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

f. Nothing in this section may be construed to limit the Owner and/or Managing Agent's authority to terminate the tenancy of, or terminate assistance to, any Tenant if the Owner and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Owner and/or Managing Agent's employees, or to those providing service to the Premises if the Tenant is not evicted or terminated from assistance.

g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

50. In addition to any other rights available to the New York City Housing Authority ("**NYCHA**"), if the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or composition or other factors considered in calculating the Tenant's portion of the rent changes, and as a result pays a Tenant's portion of the rent that is less than the amount required by HUD's or the New York City Housing Authority's rent formulas, the Tenant agrees to reimburse the Owner and/or Managing Agent for the difference between the Tenant's portion of the rent s/he should have paid and the portion of the rent s/he was actually charged. The Owner and/or Managing Agent's right to repayment shall not prevent the Owner and/or Managing Agent from exercising any other rights it may have to terminate this Lease. The Tenant is not required to reimburse the Owner and/or Managing Agent for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

51. ENTIRE AGREEMENT: Owner 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 apartment. The Lease can only be changed in writing. The writing must be signed by both Owner and Tenant.

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

a. New York City Window Guard Notice;
b. Federal Lead Disclosure Information;
c. New York City Lead Paint Notice and Brochure;
d. Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits (check here if applicable __);
e. PACT Residential Lease Rider;
f. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable ___);
g. Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable __);

53. 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.

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**

RIDERS

- **New York City Window Guard Notice**
- **Federal Lead Disclosure Information**
- **New York City Lead Paint Notice and Brochure**
- **Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits** (check here if applicable ___)
- **PACT Residential Lease Rider**
- **Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-C** (check here if applicable ___)
- **Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-A** (check here if applicable ___)

APPENDIX A

WINDOW GUARDS REQUIRED

THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Lease Notice to Tenant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:

if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason)

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Tenant (Print)

Tenant's Signature: Date

Tenant's Address Apt No.

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

For Further Information Call: Window Falls Prevention (212) 676-2162b

WF-013 (Rev. 11/02)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

□ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

____

____

□ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

□ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

____

____

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) Lessee's Acknowledgment (initial)

□ Lessee has received copies of all information listed above.

□ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

(d) Agent's Acknowledgement (initial)

□ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

________________	________	________________	________
Lessee/Tenant	**Date**	**Agent/Owner**	**Date**

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD**. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ❑ A child under six years of age resides in the unit.

❑ A child under six years of age does not reside in the unit.

____ (Occupant signature)

Print occupant's name, address and apartment number:____

____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

________________________________ (Owner signature)

RETURN THIS FORM TO: ____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NINO.

Usted esta requerido por ley informarle al dueno si un nirio menor de seis anos de edad esta viviendo o vivira con usted en Ia unidad de vivienda (apartamento) para Ia cual usted va a firmar un contrato de ocupaciOn. Si tal nifio empieza a residir en Ia unidad, el dueno del edificio esta requerido hacer una inspeciOn visual anualmente de Ia unidad para determinar Ia presencia peligrosa de plomo en Ia pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUENO 0 AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NINO. Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un nifio menor de seis anos de edad esta viviendo en el apartamento.

Si un nino menor de seis anos de edad no vive en Ia unidad ahora, pero viene a vivir en cualquier tiempo durante el alio, usted debe de informarle al duel() por escrito inmediatamente a Ia direcciOn provenida abajo. Usted tambien debe de informarle al dueno por escrito si un nifio menor de seis anos de edad vive en la unidad y si usted observa que durante el ario Ia pintura se deteriora o esta por pelarse sobre Ia superficie de Ia unidad.

Por favor de Ilenar este formulario y devolver una copia al duelio del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar Ia unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupaciOn usted recibira un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: ❑ Vive un nitio menor de seis anos de edad en la unidad.

❑ No vive un nifio menor de seis anos de edad en la unidad.

__________________________________ (Firma del inquilino)

Nombre del inquilino, Direcci6n, Apartamento: ____

(Esto no es aplicable para un renovamiento del contrato de alguiler.) Certificacion de dueno: Yo certifico que he cumplido con Ia provision de §27-2056.8 del Articulo 14 del codigo y reglas de Vivienda v Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de Ia Ciudad de Nueva York sobre el peligro de plomo en pintura.

___________________________ (Firma del duerio)

DEVUELVA ESTE FORMULARIO A: ____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUENO/COPIA DEL INQUILINO

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, “Fix Lead Paint”. For additional information on lead poisoning, go to www.nvc.gov/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards every year.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards before a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.

Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.

While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take “clearance dust wipes” to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

Project Name:
____
Project Location:
____
Building ID No.: ________________________________ **Apartment #:**
Tenant: ________________________________ **________________________________**
__
(and Co-Tenant):
____

RIDER TO LEASE
For Low Income Unit Tenancy in a Project
Financed by New York State Housing Finance Agency
Using Tax Exempt Bond Proceeds
and Benefitting from Low-Income Housing Tax Credits

Definitions[1]

Agency: the New York State Housing Finance Agency.

Apartment: the rental income unit leased to Tenant as Tenant's principal place of residence.

Area Median Income ("AMI"): the area gross median income, as defined from time to time by the United States Department of Housing and Urban Development ("**HUD**"), applicable to the[2] ________________________________, adjusted for family size.

Fee Owner:____

HFA; the New York State Housing Finance Agency.

Initial Qualifying Household Income: Tenant's initial household income must be at or below _% of AMI for Low Income Unit Tenancy.

Owner: ____

Low Income Unit: a dwelling Unit regulated by a Regulatory Agreement between (and among) Owner (, Fee Owner) and HFA, dated as of _________, 200_, such that its tenant pays no greater than the Tenant's Maximum Rent.

Low Income Unit Tenancy: qualification to reside in a Low Income Unit, for which Tenant shall be required to pay no more than the Tenant's Maximum Rent.

Mortgage: The mortgage dated as of ________, 200_ granted by Owner and Fee Owner to the Agency.

Tenant's Maximum Rent: an amount calculated by taking not to exceed 30% of ______ % of AMI[3] as adjusted for the number of individuals assumed to be occupying Tenant's Apartment, as follows: if the Apartment is a Unit that does not have a separate bedroom, one person; if the Apartment is a Unit having one or more separate bedrooms, 1.5 individuals for each separate bedroom (the "Maximum Rent Calculation"). ***Included in the calculation of the maximum gross rent payable by Tenant for the Apartment shall be any utility allowance determined by the Secretary of the United States Department of Housing and Urban Development, or, the cost of any utilities that would be covered by such utility allowance, as determined by the Agency, if the Units were receiving Federal***

[1]Insert appropriate data or "N/A" if not applicable.

[2]Refer to the Regulatory Agreement for the appropriate HUD MSA or PMSA, etc.

[3] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

Section 8 assistance. If at any time during the period of the Lease, the applicable utility allowance for the Apartment changes, the new utility allowance will be used to compute the maximum rent beginning with any rent payment due ninety (90) days after the date of such change in the applicable utility allowance. Owner will furnish Tenant with written notice, at least thirty (30) days in advance of the change in the utility allowance, explaining the basis for such change and specifying any consequent increase or decrease in the rent payable by Tenant. If Tenant is the holder of a Section 8 voucher or certificate, or the Apartment is subsidized by project based Section 8 assistance payments, then the utility allowance applicable for the Apartment will be the utility allowance established by the local Public Housing Authority for the Section 8 Existing Housing Program for Units comparable to Tenant's Apartment. Tenant's Maximum Rent shall not include such payments or fees excluded from the definition of gross rent in Section 42(g)(2)(B) of the United States Internal Revenue Code ("Code").The maximum rents shall be trended upward for inflation or downward for deflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code (the "HUD Calculations"), but in no case to any level less than the Gross Rent Floor applicable to the Unit pursuant to §42(g)(2)(A) and (B) unless required by §142(d) of the Code. Any increase or adjustment in the rent for the Apartment shall not exceed the least of the increases or adjustments permitted with respect to the Apartment under the applicable provisions of the Code and the Regulatory Agreement. Notwithstanding anything herein to the contrary, if Tenant resides in a Low Income Unit and is the beneficiary of Section 8 rental assistance or any comparable rental assistance program ("Federal Rental Assistance") and such Federal Rental Assistance payments decrease as Tenant's income increases, then if, as of the most recent recertification, Tenant's income exceeds ___% of AMI[4], such Tenant may be required to pay rent in an amount higher than that determined by the Maximum Rent Calculation, but only if Tenant's Apartment meets the requirements set forth in Section 42(g)(2)(E) of the Code.

New York State Housing Finance Agency ("HFA" or the "Agency"): a public benefit corporation existing pursuant to Article III of the Private Housing Finance Law, with its principal offices at 641 Lexington Avenue, New York, New York 10022.

Project: the project referred to in the heading of this rider.

Regulatory Agreement: Agreement entered into as of , 200_ between (and among Fee Owner,) Owner and HFA.

Tenant: the Tenant referred to in the heading of this rider.

Household: includes all occupants of Tenant's Unit, whether or not related to Tenant, as determined under Section 8 guidelines.

Unit: a dwelling unit designed for rental occupancy.

Term

The lease to which this rider is attached shall be for a term of at least one year.

Tenant Certifications

Tenant must certify Tenant's initial Household composition and Household income level, and annually recertify Tenant's Household income prior to the commencement or renewal of the Lease's term. Tenant is obligated to provide subsequent recertifications of Household composition and Household income as HFA or Owner may require. Tenant's initial Household income must be at or below the Initial Qualifying Household Income, as above defined. Tenant must provide Owner with such certification or recertification of Household income or Household composition, and, as applicable, any third-party income verification or other proof reasonably required by Owner under applicable law and program rules for the purpose of verifying income or determining Household composition. Tenant authorizes Owner to verify all sources of income in the Household. Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all the members of Tenant's Household who occupy the Apartment subject to this rider to the Lease ("Rider") does not exceed the amount set forth in such certification. Tenant agrees to

[4] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

notify Owner immediately in the event that there is any change in the identity or number of persons occupying the Apartment. TENANT ALSO ACKNOWLEDGES THAT A HOUSEHOLD CONSISTING ENTIRELY OF FULL-TIME STUDENTS AS DEFINED IN SECTION 151(c)(4) OF THE INTERNAL REVENUE CODE IS PROHIBITED FROM LOW INCOME UNIT TENANCY, REGARDLESS OF INCOME, UNLESS SUCH FULL-TIME STUDENT HOUSEHOLD MEETS AN ALLOWABLE EXEMPTION.

False Certification

The lease to which this rider is attached shall be terminated and the Tenant may be evicted for failure to qualify for a Unit if Tenant has falsely certified (whether intentionally or unintentionally) Household income or Household composition. False certification constitutes material noncompliance under the lease, and Owner has the right to terminate the Lease, evict Tenant, and recover possession of the Unit, if Tenant has obtained Low Income Unit Tenancy by falsely certifying Household income or Household composition.

Noncompliance

Tenant's refusal to comply with a request for information related to income and eligibility requirements shall be deemed a violation of a substantial obligation of tenancy and constitute cause for immediate termination of the lease.

Increases in Income

Notwithstanding an increase in the income of Tenant above the Initial Qualifying Household Income, Tenant shall be entitled to reside in a Unit of the Project, paying no more than the Maximum Rent, provided that Tenant and Household continue to comply with the applicable provisions of the Lease and Rider.

Unit Reassignment

Since the monthly rent for the Apartment is calculated on the basis of the size of the unit, Tenant may, upon expiration of the Lease, be reassigned to a different unit if: (a) an increase or decrease in the number of Tenant's family members residing in the Apartment warrants such a change under applicable statutes and regulations and (b) Tenant would be eligible for Low Income Unit Tenancy upon such transfer to another unit in the Project (that is, Tenant's annual Household income at the time of such transfer would not exceed the Initial Qualifying Household Income for the Unit to which Tenant would be transferred). In the event of such reassignment, Tenant's monthly rent shall be based upon the size of the new unit occupied.

Inspection

Owner and/or the Agency and their representatives or agents shall have the right to inspect Tenant's Unit for the purpose of allowing the Agency to fulfill its responsibilities under the Internal Revenue Code of 1986, as amended, and the Treasury Regulation applicable thereunder (the "Code"). Advance notice of at least two (2) weeks will be sent to Tenant for scheduling and arranging access into the Apartment for such inspections. Inspection by the Agency or its representatives may take place irrespective of whether Tenant is present in Tenant's apartment at the time of inspection, provided that the Agency or its representative is accompanied by a Project Manager, as that term is used in the Regulatory Agreement.

No Subletting, Assignment or Extended Occupancy

Subletting Tenant's Unit or any part of Tenant's Unit, and/or the assignment of Tenant's lease, are prohibited. Notwithstanding anything in the Lease to the contrary, the Apartment may not be occupied by anyone other than Tenant and his/her Household members for a period of more than 31 days at any time, and if Tenant permits any such occupancy for a longer period, without Owner's prior consent, such occupancy will be a material breach of the Lease, which breach shall be grounds for termination of the Lease by Owner, and shall subject Tenant to eviction.

Rent Increases

IN THE EVENT THAT TENANT'S UNIT IS NOT RECEIVING A FEDERAL SECTION 8 SUBSIDY, upon the date that Tenant's Unit is no longer regulated in accordance with the New York State Housing Finance Agency regulatory agreement, the Owner's right to increase rent for Tenant over the maximum rent permitted by the regulatory agreement shall be conditioned upon Owner furnishing Tenant with notice of at least six months prior to such increase in a form acceptable to the Agency. If such notice is not given, Tenant shall be entitled to lease renewals at the rents provided for in the regulatory agreement until such notice has been given and six months has elapsed. Notwithstanding anything to the contrary, if the "Extended Use Period" (as defined in the regulatory agreement and the Code) is terminated early ("Early Termination"), the eviction or the termination of Tenant's tenancy (other than for good cause) or any increase in the gross rent with respect to Tenant's Unit shall not be permitted for, at minimum, three years following such Early Termination.

Subordination

The lease to which this rider is attached is expressly subordinate to the Mortgage, as above defined.

Conflict

In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

Fees

In the event that any Rent or Additional Rent due on Tenant's Apartment is not paid to Owner by the fifth day of the month in which it is due, the late fee owed by Tenant as Additional Rent shall not exceed the twenty-five dollars ($25.00) per month for each such month. As provided in the Regulatory Agreement, other than such late fee and a bounced check fee not to exceed the actual amount charged by the bank, Owner shall not impose any fee or charge upon Tenant without the prior express written consent of HFA.

Signature Page To Follow — No Additional Text On This Page

In witness whereof the parties hereto have executed this Rider to the Lease Agreement on the _______ day of _____________, 20__.

OWNER:
BY:

BY:
PRINT NAME:
TITLE:

TENANT[5]:

Signature: ____________________________________

Print Name:

Signature: ____________________________________

Print Name:

LEASE AND RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

A translation of this document is available in your management office.

La traducción de este documento está disponible en su oficina de administración.

文件譯本可到屋邨管理辦事處或上網址.

Перевод этого документа находится в Вашем домоуправлении.

[5]All adults (persons eighteen years of age and older) residing in the Apartment must sign this Rider.

PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) RESIDENTIAL LEASE RIDER

This Permanent Affordability Commitment Together ("PACT") Lease Rider (this **"Rider"**) is attached to and amends the Residential Apartment Lease Section 8 Voucher Assistance: Project Based PACT/LLC II Lease for Current Residents of the Converting Public Housing Development (the **"Lease"**). To the extent any provisions of this Rider conflict with any other provisions in the Lease, the provisions of this Rider shall prevail. Any other terms in the Lease not in conflict with the provisions of this Rider remain in full force and effect.

1. SIZE OF DWELLING

If the Tenant is in an under-occupied unit pursuant to the New York City Housing Authority's ("NYCHA") Section 8 program occupancy standards at the time of conversion, and does not have a reasonable accommodation or grievance, the Tenant must move to the appropriate-sized unit. If a unit is not available in the Development, the tenant may remain in their current unit until an appropriate-sized unit becomes available. When an appropriate-sized unit becomes available, the Tenant living in the under-occupied unit must either (1) move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA, but not upon less than thirty (30) days' notice from the Owner and/or Managing Agent, or (2) request a transfer voucher to relocate outside of the Development. If the Tenant does not vacate the under-occupied unit for the appropriate-sized unit, NYCHA shall terminate the monthly housing assistance payment for the under-occupied unit.

2. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, the Tenant could become subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

3. CONTINUING TENANCY OBLIGATIONS

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner and/or Managing Agent. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease, may commence or continue under this Lease. Any conditions placed against the tenancy under the former lease (for example, Probation or Permanent Exclusion) shall remain valid and will continue under this Lease. Permanent Exclusion of an individual from a former apartment shall continue as Permanent Exclusion of that individual from the Leased Premises.

In Witness Whereof, the undersigned have executed this rider.

On the _____ day of _____________, 20____.

Tenant:	Tenant:
In the Presence of:	
Owner:	
By Managing Agent (*print and sign name*):	

RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

A translation of this document is available in your management office.

La traducción de este documento está disponible en su oficina de administración.

文件譯本可到屋邨管理辦事處或上網址.

Перевод этого документа находится в Вашем домоуправлении.

PACT LLC II Residential Lease
(for Current Unassisted Tenants)

RESIDENTIAL APARTMENT LEASE
PACT/LLC II LEASE
CURRENT UNASSISTED RESIDENTS OF CONVERTING PUBLIC HOUSING DEVELOPMENT

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: _________________________

1. Tenant's Name: __________________________ **Driver's License # (if any)** ____________________

2. Tenant's Name: _________________________ **Driver's License # (if any)** ____________________

Tenant's Present Address:
____

Address of "Leased Premises" to Be Rented:
____

Apt. No.: _____

Date of Lease: ________________________

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 Tenant is responsible for paying to the Owner the lesser of (i) an amount that is thirty (30%) percent of adjusted gross income as determined by the Owner and/or Managing Agent in accordance with the requirements for the Section 8 Project-Based Voucher ("PBV") program, or (ii) the Total Contract Rent for Apartment as listed below (the "Tenant's portion of the rent"). 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 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 PBV Program, including, without limitation, six (6) 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 Total Contract Rent for Apartment as listed below.

Owner and Tenant agree that if at any time the Owner notifies Tenant that they are eligible for the PBV program, the Tenant agrees to provide to the New York City Housing Authority ("NYCHA") all documentation necessary to apply for assistance under the PBV program. If the Tenant does not apply for the PBV program within thirty (30) days of notification by Owner, Tenant agrees to pay the Total Contract Rent for Apartment as listed below.

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 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 portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

TENANT'S PORTION: The initial Tenant's portion of the rent shall be $___________________.

TOTAL CONTRACT RENT FOR APARTMENT: The initial contract rent shall be $__________.

The Owner, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their 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.

The above terms may be changed by the Owner, in accordance with its rules and regulations, upon 30 days written notice to the Tenant. Subject to the provisions herein, the Owner Agent or the Tenant may each terminate this Lease and tenancy by giving to the other 30 days prior notice in writing.

3. CONDITION "AS IS": Tenant accepts the apartment in the condition it is in as of the date of the Lease as set forth above.

4. USE AND OCCUPANCY OF APARTMENT:

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 named in the signed application, born or adopted into the household, or authorized by the Owner and/or Managing Agent) who remain in continuous occupancy since the inception of the tenancy, since birth, or since authorization by the Owner and/or Managing Agent. The members of the Tenant's household as authorized by the Owner and/or Managing Agent are listed below. The Tenant and the members of the Tenant's household shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	**Birth Date**:	**Relation to Tenant**:
_________	________	___________________
_________	________	___________________
_________	________	___________________

b. The Tenant shall obtain the written consent of the Managing Agent, or such Managing Agent's designee before allowing any person to reside in the Leased Premises other than a family member named in the Tenant's signed application or born or adopted into the household, or subsequently authorized by the Owner and/or Managing Agent, who remains in continuous occupancy since the inception of the tenancy, since birth or since subsequent authorization by the Owner and/or Managing Agent.

c. The Tenant shall use the Leased Premises solely as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 4a above, or subsequently authorized by the Owner and/or Managing Agent, and not to 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 and permissible profitmaking activities incidental to the primary use of the Leased Premises as a residence in accordance with NYCHA's home business policy.

5. ADDED CHARGES: Tenant may be required to pay other charges and fees to Owner under the terms of this Lease. They are called "added charges" and include:

a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Owner and/or Managing Agent pursuant to Paragraph 6 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.

b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Owner and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Owner and/or Managing Agent for the proper administration of the Development, the protection of the Owner's and/or Managing Agent's property or the safety and convenience of other residents.

c. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Owner and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Owner and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 26 hereof, which charges may be covered by a separate agreement between the Tenant and the Owner and/or Managing Agent, (iii) any charge hereafter imposed by the Owner and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Owner and/or Managing Agent regarding dishonored checks.

d. Except in the case of a written agreement between the Owner and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the added charges set forth above shall be collectible in any court having jurisdiction thereof.

6. POSTING OF POLICIES, RULES AND REGULATIONS: Schedules of added charges for services, equipment, repairs and utilities, rules and regulations and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to the Tenant on request. Such schedules, rules and regulations may be modified from time to time by the Owner and/or Managing Agent, provided that the Owner and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant if the Owner and/or Managing Agent, in its discretion, determines that the Tenant is affected thereby. Such notice shall set forth the proposed modification and the reason therefore and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Owner and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

a. delivered directly or mailed to the Tenant; or

b. 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.

7. SECURITY DEPOSIT:

a. The balance of any security deposit currently held by the New York City Housing Authority for the Tenant shall be transferred to the Owner. Tenant shall not be required to pay any additional security for the Leased Premises under this Lease.

b. 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 Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the apartment is returned to Owner 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 30 days of Tenant vacating. If this Lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Tenant shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Tenant or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security on deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the ease or breach thereof.

8. SUBLETTING/ASSIGNMENT: Tenant shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the apartment. A sublet or assignment without consent, shall constitute a breach of a substantial obligation of this Lease.

9. SERVICES: The following services and utilities are the responsibility of:

Owner: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

Tenant: ❑ Heat ❑ Hot water ❑ Gas ❑ Electricity ❑ Other

10. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

11. ACCESS: Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. A written statement specifying the purpose of such 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 Owner and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification. In the event of an emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner and/or Managing Agent may enter the Leased Premises without prior notice to Tenant. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice on more than one occasion in an unreasonable manner is a breach of a substantial obligation of this Lease.

12. LIABILITY OF RENTER: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

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

14. RENTER DEFAULT: In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, the Owner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 15 herein.. Any demand for rent must be made in writing.

15. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS.

a. Termination Notification. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, which shall apply even while Tenant is not part of the PBV program, the Owner shall provide adequate written notice of termination of the Lease to Tenants which shall not be less than:

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

• If the health or safety of other renters, NYCHA's or Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

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

ii. 14 days in the case of nonpayment of rent; and

iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process.

Tenants shall have an opportunity for an informal hearing for issues related to tenancy. The Owner will perform all hearings. Further:

i. Upon the request of the Tenant, the Owner must give the Tenant an opportunity for an informal hearing for reconsideration of the Owner's determination of the Tenant household's annual or adjusted income, and the use of such income to compute Tenant's portion of the rent. in addition, an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to an Owner action in accordance with the Lease that adversely affects the Tenant's rights, obligations, welfare, or status.

ii. An informal hearing will not be required for class grievances or for disputes between residents not involving the Owner. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner.

iii. The Owner will give the Tenant notice of their ability to request an informal hearing.

iv. The Owner must provide opportunity for an informal hearing before an eviction.

16. LEGAL FEES :

In the event either Owner or Tenant incurs legal fees and/ or court costs in the enforcement of any of Owner'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.

17. RE-ENTRY: If Tenant is evicted by legal action, Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment.

18. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

19. 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 apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

20. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. 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 apartment or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or other violation of law.

21. NO PETS:

a. Except as otherwise provided in subparagraph "b" below, Tenant acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Tenant, Owner does not waive his right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. Notwithstanding the foregoing, if Tenant has a dog or cat legally registered with NYCHA as of the date this Lease is signed, Tenant shall be permitted to keep such dog or cat on the premises.

c. Service and Emotional Support Animals: A service or emotional support animal must be registered with Managing Agent before bringing it into the Leased Premises. Documentation from a medical professional setting forth the need for a service animal will be required to register a service animal.

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.

22. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

23. WINDOW GUARDS: Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

24. PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

25. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

26. ALTERATIONS/CARPETING/ INSTALLATIONS: Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the apartment, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

27. DEPOSIT OF RENT: If Owner commences legal proceedings against Tenant, Tenant may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Tenant.

28. RECREATION AREAS: Permission to use any recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Tenant must pay all fees imposed by Owner.

29. TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Tenant of such rules. The failure of Tenant to comply with such rules shall constitute a breach of a substantial obligation of the Lease. Tenant must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Tenant does so, Owner has the right to remove them and store them at Tenant's expense.

30. BATHROOM AND PLUMBING FIXTURES: The bath-rooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

31. ELEVATORS: All non-automatic passenger and service elevators, if any, shall be operated only by employees of Owner and must not in any event be interfered with by Tenant. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

32. LAUNDRY: Laundry machines, if any, provided by Owner, shall be used by Tenant in the manner and at the times that Owner may designate. Tenant shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Tenant may use laundry machines, if any, at their own risk.

33. OBJECTIONABLE CONDUCT: Tenant, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Tenant or other occupants. Tenant shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Tenant shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

34. NO PROJECTIONS: Tenant may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

35. MOVING: Tenant can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by unavailability of the elevator. Tenant shall be liable for any damage caused to the building or the apartment during such move.

36. END OF TERM: At the end of the lease term, Tenant shall leave the apartment clean and in good order, reasonable wear and tear excepted. Tenant shall remove all of Tenant's personal possessions from the apartment after Tenant has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

37. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Tenant represents that he is not subject to foreign sovereign or diplomatic immunity. Tenant expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Tenant expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Tenant, wherever they are located.

38. MILITARY STATUS:

❑Tenant represents that he or she is in the United States military, or is dependent upon a member of the United States military.
❑Tenant represents that he or she is ***not*** in the United States military, and is ***not*** dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the military.

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

39. PARTIES BOUND: This lease agreement is binding on Owner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Tenant.

40. FORMS: Tenant agrees to complete any and all forms that may be requested by Owner from time to time.

41. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

42. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

43. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Tenant of such government taking.

44. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant nor shall Tenant seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

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

46. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month.

47. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant at the apartment by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner, shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered on the date mailed.

48. THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the apartment which is the subject of this Lease is not subject to the Rent Stabilization Law or any other rent regulatory laws. The Owner is not obligated to offer Tenant a renewal of this Lease and may alter any or all terms or conditions of this Lease in the event of a renewal.

49. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, or terminate occupancy rights to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also the Tenant or lawful occupant. Such eviction, removal, or termination of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

d. Nothing in this section may be construed to limit the authority of the Owner and/or Managing Agent, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

e. Nothing in this section limits any otherwise available authority of the Owner and/or Managing Agent to evict the Tenant or terminate assistant to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Owner and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

f. Nothing in this section may be construed to limit the Owner and/or Managing Agent's authority to terminate the tenancy of any Tenant if the Owner and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Owner and/or Managing Agent's employees, or to those providing service to the Premises if the Tenant is not evicted.

g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

50. In addition to any other rights available to the Owner if the Tenant submits false information on any application or annual income certification, and as a result pays a Tenant's portion of the rent that is less than the lesser of (i) an amount that is thirty (30%) percent of adjusted gross income as determined by the Owner or (ii) the Total Contract Rent for Apartment as listed in section 2 of this Lease, the Tenant agrees to reimburse the Owner and/or Managing Agent for the difference between the Tenant's portion of the rent s/he should have paid and the portion of the rent s/he was actually charged. The Owner and/or Managing Agent's right to repayment shall not prevent the Owner and/or Managing Agent from exercising any other rights it may have to terminate this Lease. The Tenant is not required to reimburse the Owner and/or Managing Agent for undercharges caused solely by the Owner's failure to properly certify the Tenant's household income and size.

51. ENTIRE AGREEMENT: Owner 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 apartment. The Lease can only be changed in writing. The writing must be signed by both Owner and Tenant.

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

a. New York City Window Guard Notice;
b. Federal Lead Disclosure Information;
c. New York City Lead Paint Notice and Brochure;
d. Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits (check here if applicable __);
e. PACT Residential Lease Rider;
f. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable ___);
g. Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable __);

53. 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.

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**

RIDERS

- **New York City Window Guard Notice**
- **Federal Lead Disclosure Information**
- **New York City Lead Paint Notice and Brochure**
- **Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits** (check here if applicable ___)
- **PACT Residential Lease Rider**
- **Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-C** (check here if applicable ___)
- **Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-A** (check here if applicable ___)

APPENDIX A

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:

if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason)

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Tenant (Print)

Tenant's Signature: Date

Tenant's Address Apt No.

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

For Further Information Call: Window Falls Prevention (212) 676-2162b

WF-013 (Rev. 11/02)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

□ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

____

____

□ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

□ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

____

____

□ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) Lessee's Acknowledgment (initial)

□ Lessee has received copies of all information listed above.

□ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

(d) Agent's Acknowledgement (initial)

□ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

______________________	__________	______________________	__________
Lessee/Tenant	**Date**	**Agent/Owner**	**Date**

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD**. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ❑ A child under six years of age resides in the unit.

❑ A child under six years of age does not reside in the unit.

____ (Occupant signature)

Print occupant's name, address and apartment number:____

____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

________________________________ (Owner signature)

RETURN THIS FORM TO: ____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NINO.

Usted esta requerido por ley informarle al dueno si un nirio menor de seis anos de edad esta viviendo o vivira con usted en Ia unidad de vivienda (apartamento) para Ia cual usted va a firmar un contrato de ocupaciOn. Si tal nifio empieza a residir en Ia unidad, el dueno del edificio esta requerido hacer una inspeciOn visual anualmente de Ia unidad para determinar Ia presencia peligrosa de plomo en Ia pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUENO 0 AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NINO. Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un nifio menor de seis anos de edad esta viviendo en el apartamento.

Si un nino menor de seis anos de edad no vive en Ia unidad ahora, pero viene a vivir en cualquier tiempo durante el alio, usted debe de informarle al duel() por escrito inmediatamente a Ia direcciOn provenida abajo. Usted tambien debe de informarle al dueno por escrito si un nifio menor de seis anos de edad vive en la unidad y si usted observa que durante el ario Ia pintura se deteriora o esta por pelarse sobre Ia superficie de Ia unidad.

Por favor de Ilenar este formulario y devolver una copia al duelio del edificio o al agente o representante cuando usted firme el contrato o empieze a ocupar Ia unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupaciOn usted recibira un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: ❑ Vive un nitio menor de seis anos de edad en la unidad.

❑ No vive un nifio menor de seis anos de edad en la unidad.

__________________________________ (Firma del inquilino)

Nombre del inquilino, Direcci6n, Apartamento: ____

(Esto no es aplicable para un renovamiento del contrato de alguiler.) Certificacion de dueno: Yo certifico que he cumplido con Ia provision de §27-2056.8 del Articulo 14 del codigo y reglas de Vivienda v Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de Ia Ciudad de Nueva York sobre el peligro de plomo en pintura.

___________________________ (Firma del duerio)

DEVUELVA ESTE FORMULARIO A: ____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUENO/COPIA DEL INQUILINO

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nvc.gov/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards every year.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards before a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.

Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law
Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.

While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

Project Name:
____
Project Location:
____
Building ID No.: ______________________________ **Apartment #:**
Tenant: **______________________________** **________________________________**
(and Co-Tenant): **______________________________**

RIDER TO LEASE
For Low Income Unit Tenancy in a Project
Financed by New York State Housing Finance Agency
Using Tax Exempt Bond Proceeds
and Benefitting from Low-Income Housing Tax Credits

Definitions[1]

Agency: the New York State Housing Finance Agency.

Apartment: the rental income unit leased to Tenant as Tenant's principal place of residence.

Area Median Income ("AMI"): the area gross median income, as defined from time to time by the United States Department of Housing and Urban Development ("**HUD**"), applicable to the[2] ______________________________, adjusted for family size.

Fee Owner:____

HFA; the New York State Housing Finance Agency.

Initial Qualifying Household Income: Tenant's initial household income must be at or below _% of AMI for Low Income Unit Tenancy.

Owner: ____

Low Income Unit: a dwelling Unit regulated by a Regulatory Agreement between (and among) Owner (, Fee Owner) and HFA, dated as of _________, 200_, such that its tenant pays no greater than the Tenant's Maximum Rent.

Low Income Unit Tenancy: qualification to reside in a Low Income Unit, for which Tenant shall be required to pay no more than the Tenant's Maximum Rent.

Mortgage: The mortgage dated as of ________, 200_ granted by Owner and Fee Owner to the Agency.

Tenant's Maximum Rent: an amount calculated by taking not to exceed 30% of ______ % of AMI[3] as adjusted for the number of individuals assumed to be occupying Tenant's Apartment, as follows: if the Apartment is a Unit that does not have a separate bedroom, one person; if the Apartment is a Unit having one or more separate bedrooms, 1.5 individuals for each separate bedroom (the "Maximum Rent Calculation"). ***Included in the calculation of the maximum gross rent payable by Tenant for the Apartment shall be any utility allowance determined by the Secretary of the United States Department of Housing and Urban Development, or, the cost of any utilities that would be covered by such utility allowance, as determined by the Agency, if the Units were receiving Federal***

[1]Insert appropriate data or "N/A" if not applicable.

[2]Refer to the Regulatory Agreement for the appropriate HUD MSA or PMSA, etc.

[3] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

Section 8 assistance. If at any time during the period of the Lease, the applicable utility allowance for the Apartment changes, the new utility allowance will be used to compute the maximum rent beginning with any rent payment due ninety (90) days after the date of such change in the applicable utility allowance. Owner will furnish Tenant with written notice, at least thirty (30) days in advance of the change in the utility allowance, explaining the basis for such change and specifying any consequent increase or decrease in the rent payable by Tenant. If Tenant is the holder of a Section 8 voucher or certificate, or the Apartment is subsidized by project based Section 8 assistance payments, then the utility allowance applicable for the Apartment will be the utility allowance established by the local Public Housing Authority for the Section 8 Existing Housing Program for Units comparable to Tenant's Apartment. Tenant's Maximum Rent shall not include such payments or fees excluded from the definition of gross rent in Section 42(g)(2)(B) of the United States Internal Revenue Code ("Code").The maximum rents shall be trended upward for inflation or downward for deflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code (the "HUD Calculations"), but in no case to any level less than the Gross Rent Floor applicable to the Unit pursuant to §42(g)(2)(A) and (B) unless required by §142(d) of the Code. Any increase or adjustment in the rent for the Apartment shall not exceed the least of the increases or adjustments permitted with respect to the Apartment under the applicable provisions of the Code and the Regulatory Agreement. Notwithstanding anything herein to the contrary, if Tenant resides in a Low Income Unit and is the beneficiary of Section 8 rental assistance or any comparable rental assistance program ("Federal Rental Assistance") and such Federal Rental Assistance payments decrease as Tenant's income increases, then if, as of the most recent recertification, Tenant's income exceeds ___% of AMI[4], such Tenant may be required to pay rent in an amount higher than that determined by the Maximum Rent Calculation, but only if Tenant's Apartment meets the requirements set forth in Section 42(g)(2)(E) of the Code.

New York State Housing Finance Agency ("HFA" or the "Agency"): a public benefit corporation existing pursuant to Article III of the Private Housing Finance Law, with its principal offices at 641 Lexington Avenue, New York, New York 10022.

Project: the project referred to in the heading of this rider.

Regulatory Agreement: Agreement entered into as of , 200_ between (and among Fee Owner,) Owner and HFA.

Tenant: the Tenant referred to in the heading of this rider.

Household: includes all occupants of Tenant's Unit, whether or not related to Tenant, as determined under Section 8 guidelines.

Unit: a dwelling unit designed for rental occupancy.

<u>Term</u>

The lease to which this rider is attached shall be for a term of at least one year.

<u>Tenant Certifications</u>

Tenant must certify Tenant's initial Household composition and Household income level, and annually recertify Tenant's Household income prior to the commencement or renewal of the Lease's term. Tenant is obligated to provide subsequent recertifications of Household composition and Household income as HFA or Owner may require. Tenant's initial Household income must be at or below the Initial Qualifying Household Income, as above defined. Tenant must provide Owner with such certification or recertification of Household income or Household composition, and, as applicable, any third-party income verification or other proof reasonably required by Owner under applicable law and program rules for the purpose of verifying income or determining Household composition. Tenant authorizes Owner to verify all sources of income in the Household. Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all the members of Tenant's Household who occupy the Apartment subject to this rider to the Lease ("Rider") does not exceed the amount set forth in such certification. Tenant agrees to

---

[4] Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

notify Owner immediately in the event that there is any change in the identity or number of persons occupying the Apartment. TENANT ALSO ACKNOWLEDGES THAT A HOUSEHOLD CONSISTING ENTIRELY OF FULL-TIME STUDENTS AS DEFINED IN SECTION 151(c)(4) OF THE INTERNAL REVENUE CODE IS PROHIBITED FROM LOW INCOME UNIT TENANCY, REGARDLESS OF INCOME, UNLESS SUCH FULL-TIME STUDENT HOUSEHOLD MEETS AN ALLOWABLE EXEMPTION.

False Certification

The lease to which this rider is attached shall be terminated and the Tenant may be evicted for failure to qualify for a Unit if Tenant has falsely certified (whether intentionally or unintentionally) Household income or Household composition. False certification constitutes material noncompliance under the lease, and Owner has the right to terminate the Lease, evict Tenant, and recover possession of the Unit, if Tenant has obtained Low Income Unit Tenancy by falsely certifying Household income or Household composition.

Noncompliance

Tenant’s refusal to comply with a request for information related to income and eligibility requirements shall be deemed a violation of a substantial obligation of tenancy and constitute cause for immediate termination of the lease.

Increases in Income

Notwithstanding an increase in the income of Tenant above the Initial Qualifying Household Income, Tenant shall be entitled to reside in a Unit of the Project, paying no more than the Maximum Rent, provided that Tenant and Household continue to comply with the applicable provisions of the Lease and Rider.

Unit Reassignment

Since the monthly rent for the Apartment is calculated on the basis of the size of the unit, Tenant may, upon expiration of the Lease, be reassigned to a different unit if: (a) an increase or decrease in the number of Tenant’s family members residing in the Apartment warrants such a change under applicable statutes and regulations and (b) Tenant would be eligible for Low Income Unit Tenancy upon such transfer to another unit in the Project (that is, Tenant’s annual Household income at the time of such transfer would not exceed the Initial Qualifying Household Income for the Unit to which Tenant would be transferred). In the event of such reassignment, Tenant’s monthly rent shall be based upon the size of the new unit occupied.

Inspection

Owner and/or the Agency and their representatives or agents shall have the right to inspect Tenant’s Unit for the purpose of allowing the Agency to fulfill its responsibilities under the Internal Revenue Code of 1986, as amended, and the Treasury Regulation applicable thereunder (the “Code”). Advance notice of at least two (2) weeks will be sent to Tenant for scheduling and arranging access into the Apartment for such inspections. Inspection by the Agency or its representatives may take place irrespective of whether Tenant is present in Tenant’s apartment at the time of inspection, provided that the Agency or its representative is accompanied by a Project Manager, as that term is used in the Regulatory Agreement.

No Subletting, Assignment or Extended Occupancy

Subletting Tenant’s Unit or any part of Tenant’s Unit, and/or the assignment of Tenant’s lease, are prohibited. Notwithstanding anything in the Lease to the contrary, the Apartment may not be occupied by anyone other than Tenant and his/her Household members for a period of more than 31 days at any time, and if Tenant permits any such occupancy for a longer period, without Owner’s prior consent, such occupancy will be a material breach of the Lease, which breach shall be grounds for termination of the Lease by Owner, and shall subject Tenant to eviction.

Rent Increases

IN THE EVENT THAT TENANT'S UNIT IS NOT RECEIVING A FEDERAL SECTION 8 SUBSIDY, upon the date that Tenant's Unit is no longer regulated in accordance with the New York State Housing Finance Agency regulatory agreement, the Owner's right to increase rent for Tenant over the maximum rent permitted by the regulatory agreement shall be conditioned upon Owner furnishing Tenant with notice of at least six months prior to such increase in a form acceptable to the Agency. If such notice is not given, Tenant shall be entitled to lease renewals at the rents provided for in the regulatory agreement until such notice has been given and six months has elapsed. Notwithstanding anything to the contrary, if the "Extended Use Period" (as defined in the regulatory agreement and the Code) is terminated early ("Early Termination"), the eviction or the termination of Tenant's tenancy (other than for good cause) or any increase in the gross rent with respect to Tenant's Unit shall not be permitted for, at minimum, three years following such Early Termination.

Subordination

The lease to which this rider is attached is expressly subordinate to the Mortgage, as above defined.

Conflict

In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

Fees

In the event that any Rent or Additional Rent due on Tenant's Apartment is not paid to Owner by the fifth day of the month in which it is due, the late fee owed by Tenant as Additional Rent shall not exceed the twenty-five dollars ($25.00) per month for each such month. As provided in the Regulatory Agreement, other than such late fee and a bounced check fee not to exceed the actual amount charged by the bank, Owner shall not impose any fee or charge upon Tenant without the prior express written consent of HFA.

Signature Page To Follow — No Additional Text On This Page

In witness whereof the parties hereto have executed this Rider to the Lease Agreement on the _______ day of _____________, 20__.

OWNER:
BY:

BY:
PRINT NAME:
TITLE:

TENANT[5]:

Signature: ____________________________________

Print Name:

Signature: ____________________________________

Print Name:

LEASE AND RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

A translation of this document is available in your management office.

La traducción de este documento está disponible en su oficina de administración.

文件譯本可到屋邨管理辦事處或上網址.

Перевод этого документа находится в Вашем домоуправлении.

[5]All adults (persons eighteen years of age and older) residing in the Apartment must sign this Rider.

PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) RESIDENTIAL LEASE RIDER

This Permanent Affordability Commitment Together ("PACT") Lease Rider (this **"Rider"**) is attached to and amends the Residential Apartment Lease PACT/LLC II Lease for Current Unassisted Residents of the Converting Public Housing Development (the **"Lease"**). To the extent any provisions of this Rider conflict with any other provisions in the Lease, the provisions of this Rider shall prevail. Any other terms in the Lease not in conflict with the provisions of this Rider remain in full force and effect.

1. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, the Tenant could become subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

2. CONTINUING TENANCY OBLIGATIONS

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner and/or Managing Agent. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease, may commence or continue under this Lease. Any conditions placed against the tenancy under the former lease (for example, Probation or Permanent Exclusion) shall remain valid and will continue under this Lease. Permanent Exclusion of an individual from a former apartment shall continue as Permanent Exclusion of that individual from the Leased Premises.

In Witness Whereof, the undersigned have executed this rider.

On the _____ day of ______________, 20____.

Tenant:	Tenant:

In the Presence of:

Owner:

By Managing Agent (*print and sign name*):

RIDER TRANSLATION

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

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La traducción de este documento está disponible en su oficina de administración.

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Перевод этого документа находится в Вашем домоуправлении.

Exhibit R:
Existing Providers

Exhibit R
Existing Providers

DEVELOPMENT	SITE ADDRESS	SPONSOR	SQ. FT	PROGRAM
ARMSTRONG I	360 Nostrand Avenue	Wayside Out-Reach Development Corporation, Inc.	451	SENIOR CENTER
	262 Lexington Ave (lower level)	Bedford Stuyvesant Early Childhood Development Ctr., Inc.	5,609	CHILDCARE
	264 Lexington Ave (upper level)	VACANT	8,286	VACANT
ARMSTRONG II	495 Gates Avenue	Police Athletic League, Inc.	15,000	COMMUNITY CENTER - COMPASS
572 WARREN STREET	565 Baltic Street	Alonzo A. Daughtry Memorial DCC Inc.	4,626	CHILDCARE
BERRY STREET-SOUTH 9TH STREET	71 South 10th Street	VACANT	2,784	VACANT
WEEKSVILLE GARDENS	1640 Pacific Street	Brooklyn Kindergarten Society	8,807	CHILDCARE - UPK
INDEPENDENCE TOWERS	114 Taylor Street	El Puente De Williamsburg	5,000	COMMUNITY CENTER - CORNERSTONE
	114 Taylor Street	Millennium Development Corp.	3,824	SENIOR CENTER
	110 Taylor Street	Sheltering Arms Children and Family Services, Inc.	5,140	CHILDCARE
WILLIAMS PLAZA	323 Roebling Street	El Puente De Williamsburg	1,700	COMMUNITY CENTER - CORNERSTONE
	333 Roebling Street	Cumberland Hospital	1,742	HEALTH CLINIC
	321 Roebling Street	Labor Industry for Education, Inc.	6,868	CHILDCARE

Exhibit S:
Existing Service Contract

CORNERSTONE INITIATIVE
AGREEMENT ID # [NUMBER]

THIS AGREEMENT, effective as of July 1, 2016 between the City of New York ("City") acting by and through its Department of Youth and Community Development (the "Department" or "DYCD"), having an office located at 2 Lafayette Street, New York, New York 10007, and [Provider] ("Contractor") a not-for-profit corporation having its principal office located at [Address].

WHEREAS, DYCD funds programs that provide holistic services for youth and adults in NYCHA community centers across New York City; and

WHEREAS, Contractor has experience providing programs for youth and/or adults; and

WHEREAS, in response to the Cornerstone Initiative Request for Proposals issued by DYCD on September 22, 2015, Addendum No. 1 dated October 13, 2015, Addendum No. 2 dated October 14, 2015, Addendum No. 3 dated October 23, 2015, Addendum No. 4 dated October 28, 2015, Addendum No. 5 dated November 2, 2015, and Addendum No. 6 dated November 6, 2015 (the "Cornerstone RFP"), attached hereto and made a part hereof as Appendix D, Contractor timely submitted a proposal (the "Proposal"), attached hereto and made a part hereof as Appendix E; DYCD has evaluated the Proposal and selected Contractor to provide a Cornerstone Initiative ("Cornerstone") program ("Program"), all in accordance with the Procurement Policy Board Rules; and

WHEREAS, Contractor wishes to provide the services and activities outlined in this Agreement and its appendices in consideration for the funds to be received pursuant to this Agreement and in accordance with the terms and conditions set forth herein; and

WHEREAS, Contractor is ready, willing and able to perform.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Board of Directors" or "Board" means the board of directors, board of trustees or a similar body vested with the duty and responsibility for management and oversight of Contractor's affairs as they relate to its performance under this Agreement.

B. "Budget" shall mean the line-item costs and/or the performance based measures or fee-for-service rate schedule attached hereto as Appendix C.

C. "City" shall mean The City of New York.

2016-007712

D. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

E. "Comptroller" shall mean the Comptroller of the City of New York.

F. "Contractor" shall mean the entity entering into this Agreement with the Department.

G. "Department" or "DYCD" shall mean the City agency that has entered into this Agreement.

H. "Fiscal Agent" shall mean an entity (if any) retained by the Department, or retained by the Contractor at the direction of the Department, to issue payments to third parties on behalf of the Contractor or otherwise to assist the Contractor in the administration of its financial affairs.

I. "Fiscal Manual" shall mean a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at http://www.nyc.gov/dycd. The Fiscal Manual is not intended to amend the material terms of this agreement with respect to either the Scope of Work, or the terms and conditions of this document or Appendix A.

J. "Improper Related Party Transaction" shall mean a Related Party Transaction that violates Not-for-Profit Corporation Law section 715.

K. "Key Employee" shall mean any person who is covered by the definition of "key employee" in Not-for-Profit Corporation Law section 102(a)(25) . Key Employees are persons, not including City officers and employees acting within the scope of their official government duties, in a position to exercise substantial influence over the affairs of the Contractor, including voting members of the Board, the president, chief executive officer, chief operating officer, the treasurer and chief financial officer, and persons with a material financial interest in a provider-sponsored organization (as defined in 42 U.S.C. § 1395w-25), and anyone else meeting the definition of a person in a position to exercise substantial influence in 26 U.S.C. section 4958(F)(1)(A) and 26 CFR section 53.4958-3(C), (D), and (E).

L. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

M. "Related Party" shall mean (i) any director, officer or Key Employee of the Contractor or any affiliate of the Contractor; (ii) any relative of any director, officer or Key Employee of the Contractor or any affiliate of the Contractor; or (iii) any entity in which any individual described in clauses (i) and (ii) of this definition has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

N. "Related Party Transaction" shall mean any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Contractor or any affiliate of the Contractor is a participant.

O. "State" shall mean the State of New York.

ARTICLE II — TERM OF AGREEMENT

Section 2.01 Term. The term of this Agreement begins on July 1, 2016 for a period of three (3) years through June 30, 2019.

Section 2.02 Renewal. The Department, in its sole discretion, may renew this Agreement one (1) time for a period of three (3) years, or in the alternative, the Department, in its sole discretion, may renew this Agreement for a one (1) year period as many as three (3) times. The Department, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Agreement after the exercise of all of the options to renew shall not exceed six (6) years. All renewals shall be on substantially the same terms and conditions contained in the Agreement. Any renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. The Department will endeavor to give the Contractor notice ninety (90) days prior to renewal. Failure to give notice at least 90 days prior to renewal shall not impair the Department's right to exercise its option to renew and shall not invalidate an option exercised by the Department.

Section 2.03 Future funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal year(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

ARTICLE III — SCOPE OF WORK AND BUDGET

Section 3.01 Scope of work.

A. **Services and Activities.** Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work attached hereto as Appendix B and the Contractor Program Plan attached hereto as Appendix F.

B. **Enrollment.** Contractor shall enroll and serve, directly or through approved subcontractors and Co-locators (as such term is defined in Appendix B), and meet the applicable Performance Targets (as such term is defined in Appendix B) for at least the following numbers of Participants (as such term is defined in Appendix B), of which fifty-one percent (51%) shall be New York City Housing Authority residents, always subject to the right of DYCD, as its sole option, to increase the number of Participants to be served and the hours at any time during the Term or a Renewal Term:

1) ___ Elementary School Youth; plus

2) ___ Middle School Youth; plus

3) ___ High School-Age Youth; plus

4) ___ Adults.

C. **Healthy food environment.** The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, in addition to the services set forth in Appendix B, the Contractor shall make best efforts to distribute to any staff members providing services to program participants under the Agreement and to program participants funded in whole or in part by this Contract, any healthy food promotional materials provided to the Contractor by the Department.

D. **New York City Food Standards.** This paragraph applies only if this Agreement includes a requirement that the Contractor supply food to program participants as a material part of the client services funded by the Department. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, the Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml) for any vending machines to which program participants are granted access.

Section 3.02 Budget. Contractor shall provide such services and activities in accordance with the Budget. Contractor may request modifications to the Budget in the manner prescribed in the Fiscal Manual.

Section 3.03 Payment.

A. The Department shall pay Contractor, on a cost reimbursement basis, in accordance with an annual line-item budget approved by DYCD and made a part hereof as Appendix C, Budget, an amount equal to the sum of (1) the annual Younger Youth Participant Rate of $2,665 for each Younger Youth Participant, plus (ii) the annual Older Youth Participant Rate of $1,300 for each Older Youth Participant, plus (iii) the annual Adult Participant Rate of $600 for each Adult Participant, in the aggregate not to exceed a total amount of [$TOTAL CONTRACT AMOUNT] for the Term. Payment shall be made in accordance with the Budget and the Fiscal Manual. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

B. **Payment Advance.** Upon City registration of this Agreement and approval of the Budget, DYCD may pay Contractor, in each year of the Term, an advance in an amount not to exceed one-sixth (1/6) of the Budget ("Advance"), which shall be recouped by DYCD in monthly deductions from payments to the Contractor beginning no earlier than the first month of the second quarter of the Term and continuing until DYCD has recouped the entire Advance. Receipt of an Advance shall constitute a waiver of interest on any late payment for expenses incurred during the fiscal year in which the Advance is received.

Section 3.04 Cost allocating and duplication.

A. **Duplication.** Contractor represents and warrants that the work to be performed under this Agreement shall in no way duplicate any work performed under other agreements between the City and Contractor, nor under any agreement with any other governmental funding source, except upon the express written permission of the Department. Costs attributable to the program and not paid for by the City are not duplication (e.g. program enhancements, unreimbursed portions of staff salaries) but are subject to the cost allocation provisions set forth below. Noncompliance with this Section shall constitute a material breach of this Agreement.

B. **Cost allocation plan.** Contractor shall accurately and equitably allocate costs which are attributable to the operation of two or more programs among such programs, or which are costs attributable to two or more governmental funding sources, by a method which represents the benefit of such costs to each program or funding source. The Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department's approval.

C. No cost allocation plan shall be approved by the Department unless such a plan:

1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;

2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;

3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;

4. Is developed in accordance with generally accepted accounting principles; and

5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

D. A cost allocation plan approved by the Department may be modified with the written approval of the Department.

E. Notwithstanding any provision in this Section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department determines that the cost allocation plan is unsatisfactory in whole or in part, or determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

Section 3.05 Cost Of living increases. Where the Contractor's industry has experienced an increase in costs (*e.g.*, salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index (PPI) for fuel or energy) that exceeds the Budget, and the Office of Management and Budget (OMB) or another independent agency has determined in writing that additional funds will be made available to a City agency for the class of contracts pursuant to which the Contractor provides the same or substantially similar services, then the Department shall reimburse the Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the contract is registered pursuant to New York City Charter §328.

ARTICLE IV — FISCAL PROCEDURES

Section 4.01 Cooperation and compliance. Contractor hereby agrees to fully cooperate and comply with the Fiscal Manual on all fiscal matters related to this Agreement.

Section 4.02 Accounts

A. Contractor shall establish and maintain one or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

B. Contractor shall notify the Department of the name, locations and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

C. Contractor shall notify the Department of the names, titles, and business addresses of such persons authorized by the Contractor to receive, handle or disburse monies under this Agreement, including the company name and company address where such persons are not employees of the Contractor. Such notification must be in writing and furnished to the Department within five (5) days from the execution of this Agreement, and within five (5) days from any subsequent change or substitution of authorized signatories.

Section 4.03 Advance. The amount of any advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to the Budget.

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the terms of the Fiscal Manual. Any supporting documents required to be maintained by this Agreement or the Fiscal Manual shall be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement requirements.

A. Procurement records. Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of $1,000. Contractor shall make all procurement expenditures in excess of $1,000 by check or credit card.

B. Extent of competition required. Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. If federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.

1. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of $25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.

2. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between $5,000 and $25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.

3. The City may retain the services of a Group Purchasing Organization (GPO) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If the Contractor is directed by the Department to use the GPO or if the Contractor becomes a member of and makes purchases through the GPO retained by the City with or without the City's direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

C. Equipment. If so directed by the Department, title to all equipment or other property purchased at a price in excess of $5,000 with funds obtained through this Agreement shall be in the name of the City of New York. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department's request, Contractor must execute a UCC-1 to evidence the Department's interest in equipment purchased at a price in excess of $25,000 and to enable the Department to perfect that interest by filing or otherwise.

D. M/WBE suppliers. Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

E. Disputes with suppliers. Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement.

Section 4.06 Limitation on use of funds.

A. Proper purposes. No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement. All such funds shall be administered in accordance with the Fiscal Manual.

B. Real property. No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Department.

C. Disallowed costs. Any cost found by the Department, the City or any auditing authority that examines the financial records of the Contractor to be improperly incurred, including but not limited to Improper Related Party Transactions shall be subject to reimbursement to the City. Failure to make said reimbursement shall be grounds for termination of this Agreement.

Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments. The Department may, at its option, either require the Contractor to reimburse the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, the amount of any overpayment to Contractor with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement, and/or amounts incurred on any Improper Related Party Transaction Prior to the imposition of withholding for the purposes of set-off, the Department will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.08 Failure to spend funds. In the event that Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds To Contractors

A. Payment by Fiscal Agent. Where the Department has retained a Fiscal Agent to make payments to third parties on behalf of Contractor, then the Contractor is obligated to use the Fiscal Agent to make payment to third parties at the Department's direction, including for the purchase of such goods, supplies, services and/or equipment made by Contractor under this Agreement. Where the Department directs that Contractor utilize a Fiscal Agent, Contractor shall not pay any obligations on its own behalf except to the extent specifically allowed by this Agreement and the Department's Fiscal Manual.

B. Payroll processing by Fiscal Agent. In the event that a Fiscal Agent is processing the Contractor's payroll, Contractor shall deliver to the Fiscal Agent signed and dated time and attendance records for each staff member and consultant to be paid under this Agreement, in the form required and delivered at the time required by the Fiscal Agent and the Department's Fiscal Manual. Subject to the Department's approval, the Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

C. Fiscal Agent documentation. Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be furnished by the Fiscal Agent, subject to the Department's approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; certificate of incorporation and by-laws; all other contracts related to providing services under this Agreement, to which Contractor is a party and the contract terms coincide, in whole or in part, with the term of this Agreement; the Contractor's Conflict of Interest Policy, if applicable pursuant to Not-for-Profit Corporation Law section 715-a; the Contractor's Whistleblower Policy, if applicable pursuant to Not-for-Profit Corporation Law section 715-b; the documents concerning the Board's approval of a Related Party Transaction, if applicable pursuant to Not-for-Profit Corporation Law section 715; any Related Party's disclosure statement, if applicable pursuant to Not-for-Profit Corporation Law section 715-a(c); and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Department.

Section 5.03 Audit disclaimers. If any audit of Contractor's records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Organizations," and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by the Contractor from the preparing accountant.

Section 5.05 State charities registration and audit requirements. If the Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Office of the Attorney General, timely compliance with such requirements shall be deemed a material term of this Agreement. Contractor shall make available to the Department all such filings, including any audit and/or financial report required to be submitted with such filings, within thirty (30) days of receiving such final audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

Section 5.06 Additional audit and financial reporting requirements.

A. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Office of the Attorney General, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. As of the effective date of this Agreement, the requirements are as follows:

1. Contractors with gross revenues less than $250,000 in any fiscal year shall file a copy of the annual unaudited financial report that it is required to file pursuant to Not-for-Profit Corporation Law section 172-b(2-a) with the Department.

2. Contractors with gross revenues between $250,000 and $500,000[1] in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant's review report in accordance with the "statement on standards for accounting and review services" issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

3. Contractors with gross revenues in excess of $500,000[2] shall file with the Department an annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their knowledge.

B. Contractors receiving funds pursuant to this Agreement in excess of $1,000,000 will, at direction of City, provide to the Department an audit report from an independent certified public accountant containing an opinion that the Contractor has appropriately allocated costs in accordance with the terms of the Agreement, including that the costs have not been improperly double-charged between multiple City and/or State contracts or between multiple governmental funding sources. The Contractor may satisfy this requirement by including the appropriate analysis in any audits required pursuant to Section 5.04 or 5.05.

C. The Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant and, if no audit is required, within thirty (30) days of filing with the Attorney General, but in any event no later than twelve (12) months after close of the audit period, or such period as determined by the Department. The audit and financial reports shall comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

D. The Department may in its sole discretion conduct its own programmatic or financial audits of the Contractor.

[1] As of July 1, 2017, this provision applies to contractors with gross revenues between $250,000 and $750,000. As of July 1, 2021, this provision applies to contractors with gross revenues between $250,000 and $1,000,000.
[2] As of July 1, 2017, this provision applies to contractors with gross revenues in excess of $750,000. As of July 1, 2021, this provision applies to contractors with gross revenues in excess of $1,000,000.

ARTICLE VI — PERSONNEL PRACTICES AND RECORDS

Section 6.01 Definition of employee. The term "employee" as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to the Contractor to provide specified services nor participants in the program who are being paid as trainees.

Section 6.02 Compensation of certain employees, Vacancies, and Board of Directors.

A. Employee list. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee's total compensation, whether from this contract or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

B. Vacancies. Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, and/or the senior programmatic supervisory personnel or the functional equivalent of such positions.

C. Board compensation. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments and/or payments for services rendered, from the Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representatives of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

A. Maintenance of skilled staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by the Department.

B. Background checks.

1. The Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by the Department, the Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

2. The Contractor shall comply with Article 23-A of the New York State Correction Law and Section 296(15) and (16) of the New York State Executive Law when considering an applicant's prior criminal convictions in determining their suitability for employment. In accordance with Article 23-A, nothing in this Agreement shall be construed to limit a Contractor's authority to withdraw conditional offers of employment for any lawful reason, including the determination that the candidate has a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

3. With respect to any employment governed by Article 23-A of the Correction Law or Section 296 of the New York State Executive Law, except where the Contractor obtains prior written approval from the Department, the Contractor shall not ask questions regarding an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications on any preliminary employment application documents or ask questions about an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications before or during the first interview with the applicant.

4. Consistent with the requirements of Executive Law §296(15) and (16), following the first interview, the Contractor may ask applicants to disclose their prior criminal convictions and any arrests or criminal accusations that are pending and have not been terminated in favor of the applicant. Agencies shall limit their review and consideration of an applicant's criminal convictions to (i) an individual's felony convictions in the state of New York or in any other jurisdiction; (ii) an individual's unsealed misdemeanor convictions in the state of New York or in any other jurisdiction; and (iii) any pending charges against the applicant. Consistent with State law, past arrests not leading to a criminal conviction shall not be considered. (Please note that, pursuant to Section 380.1 of the Family Court Act, juvenile delinquency adjudications are not criminal convictions. Also, pursuant to Section 720.35(1) of the Criminal Procedure Law, a youthful offender adjudication is not a criminal conviction.) In addition, the Contractor may request a waiver from the Department of any provision of this Section and be permitted to ask relevant questions pertaining to the qualifications to hold a specific position, upon demonstrating the need for such waiver.

5. Notwithstanding any other provision of this Section, if the Contractor is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Contractor may ask applicants the same questions asked by the licensing body, in accordance with New York State law. In addition, if the Contractor is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Contractor may ask questions about those convictions or violations.

6. Where practicable, the Contractor shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

C. Drug-free workplace.

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the "Drug-Free Workplace Policy"). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.

2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor's enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.

3. Contractor shall require staff members to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten (10) calendar days of Contractor's receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.

4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by the Drug-Free Workplace Policy.

Section 6.05 Board of Directors.

A. Except as provided in Paragraph B of this Section 6.05, the Contractor's employees and members of their immediate families, as defined in Paragraph C of this Section 6.05, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

B. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from deliberating and/or voting and being present during deliberation and/or voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

C. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. For the purposes of this Section 6.05, a member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this paragraph, a member of the Board is deemed to exercise authority over all employees of the Contractor.

D. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars ($1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

E. This Section 6.05 shall apply only if Contractor is a not-for-profit corporation.

Section 6.06 Conflict of interest policy.

A. If required by section 715-a(a) of the Not-for-Profit Corporation Law, Contractor shall maintain a Conflict of Interest Policy that includes, at a minimum, the following provisions:

1. A definition of the circumstances that constitute a conflict of interest;
2. Procedures for disclosing a conflict of interest;
3. A requirement that the person with the conflict of interest not be present at or participate in Board or committee deliberation or vote on the matter giving rise to such conflict;
4. A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to such conflict;
5. A requirement that the existence and resolution of the conflict be documented in the Contractor's records, including in the minutes of any meeting at which the conflict was discussed or voted upon;
6. Procedures for disclosing, addressing, and documenting Related Party Transactions in accordance with section 715 of the Not-for-Profit Corporation Law; and
7. A requirement that each director annually submit the statement required pursuant to Section 6.06(B), below.

B. The Conflict of Interest Policy shall require that prior to the initial election of any director, and annually thereafter, such director shall complete, sign and submit to the Board Secretary a written statement identifying, to the best of the director's knowledge, any entity of which such director is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Contractor has a relationship, and any transaction in which the Contractor is a participant and in which the director might have a conflicting interest. The Board Secretary shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

ARTICLE VII — PROGRAM FACILITY

Section 7.01 Suitability. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Agreement.

Section 7.02 Signage. Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of the Contractor's obligations with regard to Equal Employment Opportunity laws.

Section 7.03 Security and emergency plan.

A. Prior to the commencement of services under this Agreement, Contractor shall adopt, implement, and instruct staff regarding a written plan to provide for the safety and security of clients, participants, staff, and the Contractor's facility, including procedures to follow during emergencies. Contractor shall maintain a current file of emergency contacts for each client and participant, which shall include the names, addresses, telephone numbers, and locations where such contacts can be reached. A security plan applying to all of Contractor's operations rather than specifically to the City-funded operations shall be sufficient to comply with the terms of this requirement. The Contractor shall cooperate with the City during any emergency affecting the Contractor's services and/or facilities.

B. In the event that a State of Emergency (SOE) is declared by the Mayor of the City, the City may suspend Contractor's normal operations until further notice. No damages shall be assessed for suspension of normal services during this time. All other terms and conditions of this Agreement shall remain in effect, except as modified by a contract amendment registered pursuant to Charter §328 or other appropriate contract action. The Contractor may, at the request of and in a manner determined by the Department, assist the Department in carrying out emergency procedures during a State of Emergency. Emergency procedures shall remain in effect until the Mayor has determined that the SOE has expired. In consideration thereof, the City agrees to indemnify the Contractor against all claims by third parties arising out of the actions of its employees during the SOE that are directed by the City and not otherwise required to be performed under this Agreement, except for those arising out of the employees' gross negligence or intentional misconduct.

ARTICLE VIII — CENTRAL INSURANCE PROGRAM

Section 8.01 Availability. If offered to Contractor by the Department, participation in the City-sponsored Central Insurance Program (CIP) plan shall satisfy Contractor's responsibility to obtain any of the types of insurance provided under such CIP plan. The Department may facilitate the provision of this insurance plan as a convenience for Contractor and for the protection of the City. Provision of these plans through the Department is in no way an admission by the Department or the City of liability for acts, omissions or negligence of Contractor or its employees.

Section 8.02 Cancellation. The Department reserves the right to cancel or modify any CIP plan offered to Contractor as it deems advisable, and at such time as it deems advisable, in its sole discretion. In such event, or in the event of cancellation by the insurers, the Department will promptly notify Contractor. Contractor must maintain all required insurance at all times during the term of this Agreement either through participation in the CIP plan or through insurance obtained separately by the Contractor.

Section 8.03 Notification concerning occurrence of incidents. If Contractor is enrolled in the CIP plan, upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement, and/or of any damage to the facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form to be delivered to the Department within three (3) business days.

ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 9.01 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

Section 9.02 Program services.

A. Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of actual or perceived age, race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state, or local law.

B. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, except as required by law or unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

Section 9.03 Allegations of abuse or maltreatment. Contractor will notify the Department within twenty-four (24) hours of promptly determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the Contractor. The term abuse shall mean the infliction of physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant. Contractor shall provide telephone notice to the Department within 24 hours of determining that reasonable cause exists, followed by a written report, to be delivered to the Department within three (3) business days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Registry (SCR).

ARTICLE X — MISCELLANEOUS

Section 10.01 Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 10.02 Order of priority. During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- Standard Human Services Agreement (this document);
- Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical and Human Client Services);
- Appendix B (Scope of Work);
- Appendix C (Budget);
- Appendix D (Cornerstone RFP);
- Appendix E (Proposal);
- Fiscal Manual; and
- Appendix F (Contractor Program Plan).

ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 11.01 Availability of supportive services and technical assistance. At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable Laws, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

Section 11.02 Training. At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the City or its designee. Failure to do so may negatively affect Contractor's performance rating, which could in turn lead to termination of this Agreement.

Section 11.03 Capacity Building and Oversight (CBO) Review for not-for-profit Contractors. If requested by the Department, the Contractor must complete the Mayor's Office of Contract Services (MOCS) Capacity Building and Oversight (CBO) Review process. As part of that process, the Contractor must submit specified documents to the CBO unit of MOCS, which then conducts an evaluation of the Contractor and its operations for compliance with the terms of its contracts, its own by-laws, internal fiscal controls, applicable laws and regulations, and best practices in not-for-profit organization administration. The specified documents may include, but are not limited to, the Contractor's Internal Revenue Service ("IRS") determination of tax exemption, the most recent IRS Form 990 filing; the most recent audited financial statement (including the auditor's letter to the management), the functional budget for the current fiscal year in the format approved by the Board of Directors, an organizational chart identifying key staff by title, a copy of the most recently-approved Board Minutes, the by-laws of the corporation, a roster of the membership of the Board of Directors and a list of Board committees, the Contractor's current policies and procedures as adopted, and any other organizational documents, whether or not they are specifically required to be maintained pursuant to this contract or applicable laws and regulations. In the course of the CBO review process, MOCS may make recommendations to the Contractor, request the Contractor to take certain remedial actions and/or to implement certain policy changes. Any such recommendations, and the Contractor's responses thereto, will be provided to the Department for its consideration and any appropriate actions under this contract.

Section 11.04 Disclaimer. The technical assistance and training that the Department, in its sole discretion, may provide to Contractor shall not be construed to be a condition precedent to Contractor's obligation to provide the services funded through this Agreement in accordance with the Scope of Work.

ARTICLE XII – APPENDIX A

Section 12.01 Appendix A. The attached Appendix A, "General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services" is incorporated and made a part of this Agreement.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK BY AND THROUGH THE DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

____
Caroline Press
General Counsel

____
Date

[PROVIDER NAME]

____
Authorized Signature

____
Name

____
Title

____
Fed. Employer I.D. No. or Soc. Sec. No.

____
Date

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _______________ 2016, before me personally came CAROLINE PRESS, to me known and known to me to be GENERAL COUNSEL of the NEW YORK CITY DEPARTMENT OF YOUTH & COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _______________________ County of _____________________________ ss:

On this________day of _________ 20 ______before me personally came_________________________, to me known, who, being by me duly sworn did depose and say that he/she resides at_________________ ____; that he/she is the________________________of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of ________________________ County of ______________________________ ss:

On this______day of _________ 20 ______before me personally came__________________________ to me known, who, being by me duly sworn did depose and say that he/she resides at__________________ _______________________________________; that he/she is __________________ partner of ______________________, a limited/general partnership existing under the laws of the State of ____________________, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of ________________________ County of ______________________________ ss:

On this ______day of _________ 20 ______before me personally came__________________________ to me known, who, being by me duly sworn did depose and say that he/she resides at__________________ _______________________________________, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

____
Notary Public or Commissioner of Deeds.

PUBLIC ASSISTANCE HIRING COMMITMENT RIDER

A. The Public Assistance Hiring Commitment is an initiative administered by the Human Resources Administration ("HRA") through its Business Link program, and seeks to match employers with qualified job-seekers. For the duration of this Contract, and subject to any qualified exceptions listed in **Subsection H** below, Contractor shall hire at least one (1) Public Assistance Recipient ("PA Recipient") for each two hundred fifty thousand dollars ($250,000.00) in annual value of this Contract. If Contractor believes it should be exempted from the requirements of this Rider, Contractor may submit a request for an exemption based on the reasons outlined below in **Subsection H.**

B. Contractor shall hire PA Recipients for employment of at least twenty (20) hours per week for the duration of at least one (1) year.

1. Contractor shall pay hired PA Recipients at least the legally mandated minimum wage.

2. Contractor may meet the requirements of this Rider through the hiring of PA Recipients by its subcontractors.

3. Positions of employment may be at any site or within any program operated by the Contractor.

4. In the event a PA Recipient hired by a Contractor is not retained for one (1) full year, the Contractor must hire and retain another PA Recipient for the remainder of the year in order to be credited for making one (1) required hire. When the Contractor replaces a hired PA Recipient before one (1) year has passed, this replacement will not count as an additional employee toward fulfilling Contractor's hiring requirement.

5. Contractor shall seek to retain hired PA Recipients beyond the one (1) year requirement of this Rider. In accordance with **Subsection H(3)** below, if Contractor retains a PA Recipient hired pursuant to this Rider beyond one (1) year, Contractor may qualify for a full or partial exemption of its hiring requirements in the subsequent year.

C. Business Link will consult with Contractor to assess Contractor's employment needs and minimum job qualifications, as determined by Contractor. Business Link will make referrals appropriate to those needs. Within ten (10) calendar days of the commencement date and any subsequent anniversary date of the start date of this Contract, the Contractor shall submit (i) all Contract information where the counterparty is HRA, DHS, or ACS; and (ii) contact information for the Contractor's primary human resources contact and his/her supervisor; an organization chart, job titles, duties and qualifications for the last three years of hires in Contractor's organization; and the estimated volume of annual hires.

D. Within thirty (30) calendar days of: (i) the commencement date of the Contract; or (ii) the date of program start (e.g., shelter opening), whichever date is later, and any subsequent anniversary date of the commencement date of this Contract, Contractor shall submit an implementation plan detailing how Contractor will meet the hiring requirements of this Rider. If necessary, Contractor may request the assistance of Business Link in developing its implementation plan; however, Contractor must still submit its implementation plan within thirty (30) calendar days of the Contract commencement date and subsequent anniversary dates. If Contractor is determined by HRA, in consultation with Agency, to be in compliance with this Rider during the previous Contract year, HRA will notify Contractor that it is not required to submit a new implementation plan.

E. Contractor shall send all documentation to: HRA's Business Link – Contractor Hiring Unit, located at 348 West 34th Street, New York, New York 10001. Documents may also be emailed to the Contractor Hiring Unit of Business Link at businesslink@hra.nyc.gov. Contractor shall submit any additional relevant information within ten (10) calendar days of a request from HRA. In consultation with **[Agency]**, HRA will review Contractor's documentation to determine the required number of PA Recipients Contractor shall hire and the allocated timeframe in which to hire these PA Recipients.

F. Contractor shall begin instituting the implementation plan within ninety (90) calendar days of the Contract commencement date and shall notify HRA of potential job openings and their minimum job qualifications as determined by Contractor. As other job openings arise, Contractor shall send appropriate listings to HRA for the life of this Contract. Contractor may request the assistance of HRA in identifying potential employees. In such case, HRA will refer PA Recipients who meet Contractor's minimum qualifications as determined by Contractor for employment interviews.

G. If Contractor fails to hire the specified number of PA Recipients by the later of either (i) the timeframe mutually agreed upon between HRA and Contractor or (ii) six (6) months from the commencement date; or fails to pay and retain PA Recipients in accordance with the requirements specified above, HRA in consultation with Agency will notify Contractor in writing, indicating what deficiencies are to be remedied. Within ten (10) calendar days of its receipt of this notice, Contractor shall respond to **[AGENCY]** and HRA in writing, and must include a corrective action plan identifying with specificity the steps Contractor intends to take to remedy any deficiencies identified. HRA will investigate Contractor's compliance with its corrective action plan and shall inform Agency as to the Contractor's performance with its CAP. If the identified deficiencies are not addressed to the satisfaction of HRA and Agency, **[AGENCY]** shall assess the agreed upon liquidated damages based on the calculation in Paragraph G(1) for each day and for each PA Recipient not hired or compensated in accordance with the provisions of this Rider.

1. Daily liquidated damages per PA Recipient will be calculated as the quotient of:

$$\frac{\textbf{[(current minimum wage as of the commencement date and any subsequent anniversary date) * 20 hours per week * 52 weeks per year]}}{\textbf{365 days}}$$

2. **[AGENCY]** retains the option to require Contractor to directly pay to **[AGENCY]**, or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for liquidated damages

H. No later than ten (10) calendar days after the Contract commencement date and, for subsequent years, no later than the subsequent anniversary date of the commencement date of this Contract, Contractor may apply to HRA, for a complete or partial exemption from the requirements of this

Rider. Any exemption granted will be effective for one (1) year only. Any application for an exemption must be in the form specified by HRA, accompanied by supporting documentation.

1. Contractor may qualify for a complete exemption if one (1) of the conditions below is demonstrated:

   a. The annual Contract amount is less than two hundred fifty thousand dollars ($250,000.00) in annual value of personnel costs, excluding fringe benefits and other-than-personal-services (OTPS);

   b. Contractor's workforce within New York City is less than twenty (20) employees;

   c. Contractor possesses no vacancies and can demonstrate that no positions are reasonably foreseen to be available within one (1) year of the commencement or anniversary date of this Contract;

   d. Contractor is a party to a valid collective bargaining agreement covering all of Contractor's entry-level positions and such agreement limits Contractor to a hiring pool which does not include PA Recipients; or

   e. Complying with the hiring requirements of this Rider in any manner will cause extreme hardship.

2. Contractor may qualify for a partial exemption if one of the conditions below is demonstrated:

   a. The specified number of PA Recipients to be hired exceeds 10% of Contractor's workforce located within New York City; or

   b. A valid collective bargaining agreement covers some but not all entry-level positions and limits Contractor to a hiring pool which does not include PA Recipients.

3. Beginning with Year 2 of the Contract, Contractor may qualify for either a full or partial exemption from its yearly hiring requirements to the extent that Contractor can demonstrate that it hired the required number of PA Recipients during the previous year and that these hires remain employed by Contractor as of the anniversary date. Contractor shall submit all appropriate documentation when seeking an exemption based on a retained PA Recipient, including, but not limited to: payroll reports, pay stubs, and any other documentation HRA may require.

4. HRA will review Contractor's exemption request and will, in consultation and agreement with Agency, notify Contractor whether its exemption request is approved or denied. If Contractor's request is denied, Contractor shall: (i) within ten (10) calendar days of its receipt of notice from HRA, submit all documentation in accordance with **Section C**; and (ii) within thirty (30) calendar days of its receipt of notice from HRA, submit an

implementation plan in accordance with **Section D.**

I. At the end of each fiscal year, the Contractor Hiring Unit of Business Link will in consultation with Agency, notify Contractor as to whether the hiring requirements were met. Where the Contractor has failed to meet the requirements, Contractor may seek a modification to waive its unmet requirements if Contractor can demonstrate that it has made best efforts to meet the hiring requirements of this Rider. Evidence that Contractor utilized best efforts to meet the hiring requirements of this Rider include, but are not limited to:

1. Contractor contacted Business Link for assistance in identifying potential employees and cooperated with Business Link to identify possible openings within Contractor's organization;

2. Contractor made efforts to interview PA Recipients for open positions; documentation of these efforts must include at a minimum:

   a. The names, addresses, and telephone numbers for each PA Recipient interviewed, and whether they were referred to Contractor by HRA;

   b. Job description and specifications of the position a PA Recipient was interviewed for; and

   c. An explanation detailing why any PA Recipients interviewed were rejected for that position.

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[1] Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

[1] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

More Generous Polices and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation

LANGUAGE ASSISTANCE RIDER FOR HRA

Language Assistance Services. The Contractor shall provide free language assistance services to limited English proficient individuals.

A. Service Delivery. When a limited English proficient individual seeks or receives benefits or services from a Department Contractor, the Contractor shall provide promptly language assistance services in all interactions with that individual, whether the interaction is by telephone or in person. The Contractor shall meet its obligation to provide prompt language assistance services by ensuring that limited English proficient individuals do not have to wait unreasonably longer to receive assistance than individuals who do not require language assistance services.

B. Translation. Where an application or form requires completion in English by a limited English proficient individual for submission to a state or federal authority, the Contractor shall provide oral translation of such application or form as well as certification by the limited English proficient individual that the form was translated and completed by an interpreter. The Contractor shall make all reasonable efforts to provide language assistance services in person by bilingual personnel. The Contractor shall screen bilingual personnel and interpreter personnel for their ability to provide language assistance services. The Contractor shall translate all documents into every covered language, as indicated in subsection 2, below. The Contractor shall provide annual training for bilingual personnel and interpreter personnel and ensure that they are providing appropriate language assistance services.

1. Notices. Upon initial contact, whether by telephone or in person, with an individual seeking benefits and/or services offered by the Contractor, the Contractor shall determine the primary language of such individual. If it is determined that such individual's primary language is not English, the Contractor shall inform the individual in his/her primary language of the right to free language assistance services. The Contractor shall post conspicuous signs in every covered language at all of its offices informing limited English proficient individuals of the availability of free language assistance services. The Contractor shall provide in all application and recertification packages a notice advising participants that free language assistance services are available at its offices and where to go if they would like an interpreter. This notice shall appear in all covered languages.

2. Covered Languages. "Covered Languages" shall mean Arabic, Chinese, Haitian Creole, Korean, Russian or Spanish. Nothing in this section shall preclude a Contractor from providing language assistance services beyond those required in this section.

CONTINUITY OF OPERATIONS PLAN RIDER: TO BE USED FOR THOSE PROGRAMS WHERE CONTINUATION OF SERVICES IN THE IMMEDIATE AFTERMATH OF AN EMERGENCY IS ESSENTIAL FOR PUBLIC HEALTH OR SAFETY

Prior to the commencement of services under this Agreement, Contractor shall submit for the Department's review and approval a written Continuity of Operations Plan (COOP) for its business which indicates its ability to continue the provision of essential services to the Department in the event that a State of Emergency is declared by the Mayor. The vendor should seek guidance from the Department on how to develop a COOP plan. A COOP plan includes, but is not limited to: the identification of an alternate site of business; appointment of alternate personnel for identified essential staff; development of protocols for the safekeeping of vital business records; and, a transportation contingency plan for its employees.

Exhibit T:
Applicant Forms

Form 1: Applicant's Letter

New York City Housing Authority
Procurement Department
90 Church Street, 6th Floor
New York, New York 10007
Attn: Meddy Ghabaee

Re: Response to the Permanent Affordability Commitment Together (PACT) Unfunded Units: LLC II/City & State Developments/Rental Assistance Demonstration (RAD) Sites in Brooklyn Request for Proposals

To Whom It May Concern:

This letter is being submitted in connection with my proposal ("Proposal") submitted in response to the Request for Proposals ("RFP") issued by the New York City Housing Authority ("NYCHA") for the PACT Unfunded Units: LLC II/City & State Developments/RAD Sites in Brooklyn RFP. All terms not otherwise defined herein will have the same meaning as set forth in the RFP.

I have received, read, and understand the provisions of the RFP. I understand that selection of an Applicant under the RFP for disposition of the Properties and the development of the Project described in the RFP will mean only that NYCHA will commence negotiations with such Applicant regarding the Project.

I recognize that any negotiations with NYCHA will be subject to the following terms and conditions:

1. The commencement of negotiations will not represent any obligation or agreement on the part of NYCHA, which may only be incurred or entered into by a contract of sale and deed(s) pursuant to which the Properties will be conveyed to the Selected Applicant that have been (i) approved as to form by NYCHA's Law Department; (ii) approved by the NYCHA Board and HUD; and (iii) duly executed by the Selected Applicant and NYCHA. The Negotiation Letter sent to the Selected Applicant will only indicate NYCHA's intention to commence negotiations, which may ultimately lead to the execution of such an agreement.

2. The Applicant will not have permission to enter upon the Properties, which permission will only be granted, if at all, in the form of a license agreement duly executed by the Applicant and NYCHA. The execution of any such license agreement, if it occurs, will only indicate that NYCHA has granted permission for the Applicant to enter onto the Properties for the limited purposes stated in the scope of work set forth therein, and will not indicate that NYCHA reached any other agreement with the Applicant regarding the Properties or the Project.

3. The following requirements must be satisfied prior to the disposition of the Properties:

a. The Selected Applicant, any other potential grantee of the Properties, and their respective Principals must successfully undergo a background check concerning their suitability to do business with NYCHA.
b. The Properties will not be conveyed to any person or entity which, or to any entity with a Principal who: (i) has not fulfilled development responsibilities undertaken in connection with the City of New York ("City"), NYCHA, or other governmental entities, (ii) is in default on any obligations to NYCHA or the City, (iii) is a former owner of the Properties, or (iv) has lost real property to the City in tax or lien enforcement proceedings.
c. The price and other terms for the disposition of the Properties and the tax exemption(s) to be provided, if any, will be consistent with applicable NYCHA and City policies.
d. The Selected Applicant must execute legal documents in form and substance acceptable to NYCHA, and in form approved by NYCHA's Law Department.

4. During negotiations, the Applicant must diligently, competently, and expeditiously comply with all requirements communicated to the Applicant by NYCHA.

5. The design of the Project must comply with any applicable NYCHA development requirements and guidelines.

6. The Applicant will be solely responsible for ensuring that the proposed Project and associated design and financing of the same shall be physically viable and economically feasible.

7. NYCHA may terminate negotiations with the Applicant at any time with or without cause. If negotiations are terminated by NYCHA, whether with or without cause, such termination will not give rise to any claim by the Applicant or its affiliates or contractors against NYCHA for damages, including, without limitation, for lost profits.

8. NYCHA is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Applicant at any time, including, but not limited to, the cost of: (i) any prior actions by the Applicant in order to respond to any selection process, or (ii) any future actions by the Applicant in connection with the negotiations, including, but not limited to, actions to comply with requirements of NYCHA or any applicable laws.

Very truly yours,

____
Signature

____
Title

____
Applicant

Form 2: Applicant Description

Form 2A: Development Team Information and Questionnaire

Name of Applicant: ______________________________

All Applicants must complete this Form.

CONTACT INFORMATION:

Name of Contact Person: ______________________________

E-mail: ______________________________

Mailing Address: ______________________________

Telephone No: ______________________________

APPLICANT ENTITY:

1. Type of organization (i.e. partnership, corporation, limited liability company, joint venture): ___________

2. Provide the following information about all principals of the applicant. For corporations, provide the names of the officers and any shareholders owning 10% or more; for partnerships, provide the names of all general partners. For joint ventures, provide the information separately for each entity that comprises the joint venture. Also, state the role(s)* that each principal would play in the development of the sites, using the categories specified below.

   NAME OF ENTITY # 1: ________________________
   Percent Interest in Proposed Project: __________

PRINCIPALS: Name/Position/Title	Home Address	Role*	% Interest in Entity

NAME OF ENTITY # 2: ________________________
Percent Interest in Proposed Project: __________

PRINCIPALS: Name/Position/Title	Home Address	Role*	% Interest in Entity

*Role Categories: GP = General/Managing Partner; GC = General Contractor; F = Provides financing, inactive;
A = Architect; L = Legal Services; MA = Managing Agent; O = Other (please specify).

Use additional sheets as necessary

DEVELOPMENT TEAM:

1. Provide the names, addresses, e-mail addresses, and telephone of members of the development team to the extent that these have been decided; if unknown, enter "N/A".

Architect:	Marketing Agent:
General Contractor:	Managing Agent:
Legal Counsel:	Social Service Provider:
Other:	Other:

Is there an identity of interest between any principals of the developer and any other entities that make up the development team? Yes [ ] No [ ]

If yes, please explain.

2. Has any principal identified above, or any organization in which the principal is or was a general partner, corporate officer, or owned more than 10% of the shares of the corporation, been the subject of any of the following:

(a) Conviction of, or charges currently pending for, arson, fraud, bribery, or grand larceny any felony or crime of dishonesty? Yes [ ] No [ ]

(b) Noncompliance with fair housing or anti-discrimination laws, any applicable codes or ordinances, labor laws, or construction laws? Yes [ ] No [ ]

(c) Had an ownership or management interest in real property that was the subject of a tax lien sale, was or is the subject of tax, mortgage, or lien foreclosure or enforcement proceedings, or is currently in tax or mortgage arrears?

Yes [ ] No [ ]

(d) Had an ownership or management interest in a property with respect to which HPD commenced an action in the Housing Part of the Civil Court, or with respect to which an administrator was appointed pursuant to Article 7-A of the Real Property Actions and Proceedings Law? Yes [ ] No [ ]

(e) Denial of a certification of no harassment or any administrative or judicial finding of harassment? Yes [ ] No [ ]

(f) Default or poor performance rating under any agreement with, or suspension or debarment by, any governmental entity? Yes [ ] No [ ]

(g) In the last seven years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings? Yes [ ] No [ ]

(h) In the last five years, failed to file any required tax returns, or failed to pay any applicable Federal, State of New York, or City taxes or other charges?

Yes [ ] No [ ]

(i) Had any negative findings from the City's Department of Investigation?

Yes [ ] No [ ]

If the answer to any question is yes, provide the following information about each instance: name of principal(s); name(s) of organization(s) or corporation(s); principal's status in the organization or corporation (e.g. officer), the date of the action, and current status and disposition.

CERTIFICATION

[This certification must be signed by one of the principals listed above; if the applicant is a joint venture, it must be signed by a principal of each entity that comprises the joint venture.]

I certify that the information set forth in this application and all attachments and supporting documentation is true and correct. I understand that the City of New York will rely on the information in or attached to this document and that this document is submitted to induce the City of New York to select this proposal for development of a site.

I understand that this statement is part of a continuing application and that until such time that the subject project is finally and unconditionally approved by the City of New York, I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested by the City of New York or any agency thereof.

I understand that if I receive preliminary designation to develop this site, I must submit all additional disclosure forms required.

______________________________	____________________________________
Name of Organization	Signature
______________________________	____________________________________
Date	Print or Type Name and Title
______________________________	____________________________________
Name of Organization	Signature
______________________________	____________________________________
Date	Print or Type Name and Title

Form 2B: Not-for-Profit Organization Information and Questionnaire

Name of Applicant: ______________________________

Only Applicants that include a not-for-profit entity as principal of the Developer or part of the Development Team shall complete this Form. Delete if not applicable.

Name of Organization: ____

Address: ____

City: ________________________________ State: _______ ZIP Code __________

Executive Director: ______________________________

Contact Person: ______________________________

Title: ______________________________

Telephone No. ______________________________

FAX No. ______________________________

Date Established: ______________________________

Date Incorporated: ______________________________

ROLE OF ORGANIZATION IN THE PROJECT

Describe the role that the not-for-profit organization will play, such as developer, marketing agent, etc.

CERTIFICATION

I CERTIFY THAT THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND ITS ATTACHMENTS IS TRUE AND CORRECT.

______________________________	______________________________
Name of Organization	Signature of Officer
______________________________	______________________________
Date	Print or Type Name and Title

NOT-FOR-PROFIT ORGANIZATION: DIRECTORS, OFFICERS, AND KEY STAFF

Name of Organization: ____

Provide the following information regarding your current Directors, Officers and Key Staff.

Name and Home Address	Position and/or Office in Organization	Date of Initial Appointment	Current Occupation and Name of Employer

Use additional sheets as necessary

NOT-FOR-PROFIT ORGANIZATION: MAJOR SOURCES OF FUNDING

Name of Organization: ____

Provide the following information regarding your major sources of funding during the two years preceding the deadline for submission of proposals under this RFP.

Funding Source (Agency, Department, etc.)	Name of Program	Contact Person Name and Phone Number	Purposes of Funding	Dates of Funding	Funding Amount

Use additional sheets as necessary

Form 3: Residential Development Experience (Preservation/Affordable)

Name of Applicant:

List below all preservation affordable residential properties developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 3: Residential Development Experience (New Construction/Affordable)

Name of Applicant:

List below all new construction affordable residential properties developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 3: Residential Development Experience (Preservation/Excluding Affordable Housing)

Name of Applicant:

List below preservation residential properties, excluding affordable housing, developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 3: Residential Development Experience (New Construction/Excluding Affordable Housing)

Name of Applicant:

List below residential properties, excluding affordable housing, developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 4A: Residential Management Experience (Preservation/Affordable Housing)

Name of Applicant:

Management Entity:

List below all preservation affordable properties managed currently or within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 4A: Residential Management Experience (Preservation/Excluding Affordable Housing)

Name of Applicant:

Management Entity:

List below all preservation properties, excluding affordable housing, managed within the seven (7) year period preceding the deadline
for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 4A: New Construction Residential Management Experience (Affordable Housing)

Name of Applicant:

Management Entity:

List below all new construction affordable properties managed currently or within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 4A: New Construction Residential Management Experience (Excluding Affordable Housing)

Name of Applicant:

Management Entity:

List below all new construction properties, excluding affordable housing, managed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 5: Assets Statement

[Assets Statement must describe financial status within the last twelve months and must be dated and signed.]

Principal or Individual whose assets are described below:

---

1. Personal Information

Name:

Business Name:

Business Phone:

Residence Address:
City:
State:
Zip Code:

Business Address:
City:
State:
Zip Code:

Position (Title):

Years of Service:

Salary:
Bonus/Commission:

Other Income:
Source of Other Income:

Are you a defendant in any lawsuits or legal action that may impact your financial standing?
If so, please describe:

Do you have any contingent liabilities?
If so, please describe:

2. Statement of Financial Condition

Assets	Dollars (omit cents)	Liabilities	Dollars (omit cents)
Cash On Hand and in Banks		Notes Payable to Banks *Secured*	
Notes Receivable		Notes Payable to Banks *Unsecured*	
Mortgages Owned		Notes Payable to Others *Secured*	
		Notes Payable to Others *Unsecured*	
Marketable Securities Owned See **Schedule A**		Debt Balances in Margin Accounts with Brokers	
Real Estate Owned		Mortgages on Real Estate	
Cash Value of Life Insurance		Loans Against Life Insurance	
Other Assets* (Itemize)		Other Liabilities (Itemize)	
Total Assets		**Total Liabilities**	
		Net Worth	

* Any interest in a closely held business must be documented by providing a current balance sheet for that business and stating the percent of interest held by the applicant.

Schedule A: Marketable Securities Owned

List separately and check (X) next to those pledged as collateral.

Marketable Securities Owned	Dollars (Omit Cents)	Collateral?

3. Signature Page

You, the undersigned hereby represent the above to be a true and accurate Statement signed as of the date herein.

Name of Principal: ______________________________

Signature of Individual: ______________________________

Print Name and Title of Individual: ______________________________

Date: ______________________________

Form 6A: Section 3 Hiring Plan

SECTION 3 HIRING PLAN	NEW YORK CITY HOUSING AUTHORITY SUPPLY MANAGEMENT PROCUREMENT DEPARTMENT - COMPLIANCE UNIT

NYCHA DEVELOPMENTS WHERE WORK IS TAKING PLACE:	CONTRACT NO:	AUTHORIZATION / TASK ORDER NO:
TYPE OF WORK:	COMPANY NAME:	
BUSINESS ADDRESS:		
BUSINESS PHONE #:	EMAIL:	
FEDERAL TAX #:	PROPOSAL DATE:	

A. Section 3 Plan: Name of Company official who will serve as the Section 3 Plan Officer.

Name ______________________________ Company Title ____________________

Phone ____________________ Email ______________________________________

B. Workforce Analysis and Projection
Title: e.g. skilled, unskilled, administrative assistant, trainees, apprentices

JOB TITLE	TOTAL NUMBER OF PROJECTED SECTION 3 HIRES	TOTAL NUMBER OF PROJECTED NEW HIRES

C. Section 3 Business Concerns - Subcontracting

	Names of Subcontractors	Total Dollar Amount	% of Total Contract
Construction			0.00%
Non-Construction			0.00%

- NYCHA Section 3 Business Concern Registry:
  o http: //www1.nyc.gov/site/nycha/business/section3-business-concern-information.page#findS3BC
- HUD Section 3 Business Concern Registry:
  o https: //portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness

Form 6A: Section 3 Hiring Plan

What actions will your company take to recruit SECTION 3 residents for job titles list?

- Do you commit to working with Resident Economic Empowerment Sustainability Department (REES) to source Category 1 & 2 residents? _________
- Do you commit to interviewing qualified Category 1 & 2 residents who are graduates of the NRTA and other REES partners? ___________________
- Which labor unions and apprenticeship programs will you contact? ____
- What other tools will you use to market job opportunities? ____
- Do you commit to working with property managers to post job opportunities? ____
- How else do you plan to inform the Community and Resident Association regarding job opportunities? ______________________

  ____
- What efforts do you make to subcontract to Section 3 Business Concerns? ____

CONTRACTORS RESPONSIBILITIES FOR SECTION 3 COMPLIANCE

If the contractor has the need to hire new persons to complete the contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and Section 3 business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-constructions contracts). In addition, the contractor/subcontractor must notify NYCHA in writing about their efforts to comply with Section 3 and submit any required documentation.

The contractor further certifies to comply with the Section 3 regulations. The Contractor's Section 3 Plan Officer agrees to meet with NYCHA residents and staff and provide documentation and reports required by NYCHA to confirm compliance with Section 3 requirements. Failure to comply may be deemed a material breach of this contract and may result in sanctions, termination of this contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts.

Signature of Section 3 Plan Officer ____

Company Title: ____

Date: ____

Resident Economic Empowerment Sustainability Department (REES)
(Review and approval of item B on page 1)

Approved by: ______________________ Title: ______________

Signature: ______________________ Date: ______________

Form 6A: Section 3 Hiring Plan

INSTRUCTIONS

CONTRACTORS ARE REQUIRED TO COMPLETE THIS FORM IN ITS ENTIRETY

DEFINITION OF NEW HIRE

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered contract.

NYCHA expects Section 3 employment retention throughout the lifetime of the contract.

SECTION 3 MINIMUM NUMERICAL GOALS

The minimum numerical goal for employment:

- Thirty (30) percent of the aggregate number of new hires shall be Section 3 residents annually–i.e., 3 out of 10 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

Definition of a Section 3 Business Concern:

a) 51 percent or more owned by Section 3 residents; or
b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
c) Provide evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

The minimum goals for sub-contracting are:

- Ten (10) percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintance, repair, modernization or development or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and

- Three (3) percent of the total dollar amount of all non-construction, shall be awarded to Section 3 businesses

DEFINITION OF SECTION 3 RESIDENT CATEGORIES
(In required order of hiring priority)

Category 1 Residents: Residents of the NYCHA development or developments where Section 3 covered assistance is being expended.

Category 2 Residents: Residents of other developments owned managed by NYCHA for which the Section 3 covered assistance is being expended.

Category 3 Residents: Participants in HUD Youthbuild programs carried out in the New York City metropolitan area in which Section 3 covered assistance is being expended.

Category 4 Residents*: Other low-income or very low income residents of the NYC metropolitan area in which the Section 3 covered assistance is being expended.

* For all category 4 hires, contractor certifies review of government documentation verifying low income status per HUD income guidelines. Contractors shall maintain copy of verifying documentation for auditing review purposes.

JOB ORDER CONTRACTS / TASK ORDERS / AUTHORIZATIONS

Section 3 and REP hiring plan required with each task order / authorization.

Form 6B - Section 3 Wage Detail Report

Contractor: **Contract Number:**

Development: **Description of Work:**

Total Award Amount:	
Total Anticipated Labor Cost:	
% Labor Cost/Total Award	
Total Commitment:	**$0.00**

No.	Name of Third Level Sub (ONLY IF APPLICABLE)	Job Title (Please fill out a row for each projected new employee even if it is at the same title)	Type of Duties	Certifications Required (i.e.. OSHA 10, Hanging Scaffolding, etc.)	Additional Qualifications for Position (i.e., Able to carry 60 lbs., etc.)	Projected Start Date for Contract (If contingent upon NTP, then indicate date originally planned.	Duration of Contract	Projected Start Date for Each Job Title	Projected duration of Each Job	Hours Per Week	Projected Hourly Wage of Title	Fringe Benefits	Total Wage (Hourly Wage +Fringe)	# of Projected Hours on the Contract for Each Title	Total Salary for Title	Union Affiliated (Y/N), if Y, please specify which Union	Will Health Benefits Be Offered (Y/N)	If No, Amount of Health Benefits Paid in Wages
1																		
2																		
3																		
4																		
5																		
6																		
													Total Commitment		$			