

NEW YORK CITY HOUSING AUTHORITY

90 CHURCH STREET . NEW YORK, NY 10007

TEL: (212) 306-3000 • nyc.gov/nycha

Dear Resident of Chelsea Addition (436 West 27th Drive) or Fulton Building 11 (401 West 19th Street and 419 West 19th Street,

As part of NYCHA's Permanent Affordability Commitment Together (PACT) program, we, NYCHA, the PACT partners, and Housing Opportunities Unlimited (HOU) are preparing to begin the construction of brand-new, modern buildings to replace the current housing at the Fulton and Elliott-Chelsea Houses. This once-in-a-generation investment is a direct response to decades of underinvestment and is designed to provide safe, healthy, and high-quality homes for all current residents.

In order to safely and efficiently carry out this work, your household is required to temporarily relocate to a newly refurbished apartment within Fulton and Elliott-Chelsea campus during the construction period.

This move is temporary, and you will maintain the right to return to a brand-new apartment in one of the newly constructed buildings once they are completed.

We understand that even a temporary move can be disruptive. Our team is committed to making this process as smooth, respectful, and supportive as possible. This guide contains information about what to expect, what support is available, and how the PACT team will work with you every step of the way. Inside, you'll find clear information about your rights, relocation logistics, timelines, and key contacts, along with visual tools to help you prepare.

We are honored to be working in partnership with NYCHA and residents like you to deliver long-overdue change at Fulton and Elliott-Chelsea.

Sincerely,

Fulton Elliott Chelsea PACT Partners







Fulton & Elliott-Chelsea

Resident Move Guide







Contact



Housing Opportunities Unlimited

Resident Liaison

Phone Number: (718) 775-3712

Email: fec@housingopportunities.com

Fulton Office Hours: Monday through Friday, by

appointment

Location: 420 West 19th Street, Apartment #1E

Elliott-Chelsea Office Hours: Monday through

Friday, by appointment

Location: 426 West 27th Street, Apt #1B

Housing Opportunities Unlimited (HOU) is a resident liaison brought on by the PACT Partner team to ensure residents have all the resources they need throughout the PACT process.



Essence Development & Related Companies

Development Team

Phone Number: (929) 701-1688 Email: fec@essencedev.com

Website: <u>www.fultonelliottchelsea.com</u>





NYCHA

New York City Housing Authority

Phone Number: (212) 306-4036

Website: nyc.gov/nycha/about/pact

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Project Overview

NYCHA and the PACT Partners continue to make progress towards the redevelopment of Fulton and Elliott-Chelsea Houses. Based on years of resident-driven engagement, NYCHA and its PACT Partners, Essence Development and The Related Companies, plan to construct new apartment buildings for existing authorized NYCHA residents at Fulton and Elliott-Chelsea Houses, while preserving affordability and resident rights through the Permanent Affordability Commitment Together (PACT) program.

Every public housing unit will be replaced, and all authorized residents will have a right to a new apartment. All 2,056 existing NYCHA apartments at Fulton and Elliott-Chelsea will be replaced with new, permanently affordable homes.

The new buildings will feature modern residential amenities for NYCHA residents. New amenities are expected to include resident-controlled heating and cooling, dishwashers, in-unit washers and dryers, fitness centers, resident lounges, rooftop gardens, and lobby attendants. The campuses will also include new healthcare facilities and community centers, new grocery and retail stores, and new outdoor recreational spaces.

New affordable units will be built. The project will create approximately 3,500 new homes, including approximately 1,000 new, permanently affordable apartments.

More information about PACT is available at https://www1.nyc.gov/site/nycha/about/pact.page

Relocation Overview

On July 28, 2025, your household received an official 90-Day Notice, which explains that your household will be temporarily relocated to a refurbished apartment within the Fulton and Elliott-Chelsea campus. NYCHA, the PACT Partner team, the PACT Partner's Relocation Agent, Housing Opportunities Unlimited (HOU) will ensure you are informed and supported throughout this process.

This relocation is required to allow the construction of NYCHA replacement buildings. This move is temporary, and once construction is complete, you will have the right to return to a newly built apartment at your development.

NYCHA, the PACT Partner, and HOU will work with each household to plan for and coordinate their moves. The PACT Partner will cover all packing and moving expenses. More details can be found in the Your Move section of this guide.

Per HUD requirements, any household that must be relocated off-site will retain the right to return to the development and move into a brand-new apartment. PACT partners are responsible for all relocation assistance, including the payment of any costs associated with relocations. Households temporarily relocated will maintain all of their rights and protections, and will benefit from a newly built, permanent home in the replacement buildings.

The vast majority of residents at Fulton and Elliott-Chelsea — 94% of households—will only move once: directly into their newly built homes within the NYCHA Replacement Buildings, without needing to relocate in advance.

For households that require a reasonable accommodation due to a disability or need to right-size into a more appropriately sized unit, please refer to https://www.nyc.gov/site/nycha/residents/reasonable-accomodation.page to submit a request.

Tenant Rights

Through the redevelopment process, the PACT program keeps rent permanently affordable and preserves resident rights and protections in accordance with Federal regulations. More information can be found at: nyc.gov/site/nycha/about/pact.page.

Right to Return

Existing authorized NYCHA households will have the right to a new apartment in the completed redevelopment in accordance with U.S. Department of Housing and Urban Development (HUD) requirements. All residents will sign a new PACT Resident Lease and a Right to Return Agreement, which will guarantee their right to a new home once it is complete.

Resident protections include but are not limited to the following:

- No permanent displacement without the resident's voluntary written consent to forgo the right to return to the new apartment unit in the new Replacement Building
- No rescreening upon return
- If an appropriately sized unit is not available in the Replacement Buildings, the resident may remain in their Temporary Unit
- NYCHA or the PACT Partner will pay for both moving costs to the Temporary Relocation apartment unit and the return move to the new apartment unit in the Replacement Building

When you sign a new lease at your relocation unit, NYCHA Property Management will provide the Right to Return Agreement for review and signature.

A sample Right to Return Agreement can be viewed in Exhibit J or at https://www.nyc.gov/site/nycha/about/pact/chelsea-fulton.page.

Signing a New Lease

A link to the Resident Rights and Protections associated with the PACT conversion can be found at nyc.gov/site/nycha/about/pact.page. This document outlines key safeguards to ensure residents are treated fairly throughout the process, including rights related to rent, leases, relocation, and return policies.

Prior to your move into your on-site or off-site relocation unit, HOU will reach out to schedule a time to review your relocation unit and meet with Property Management to review and sign a new Section 9 lease for your relocation unit and a Right to Return Agreement. This agreement outlines the terms of your temporary relocation and confirms your right to return to a brand-new apartment in the Replacement Building once construction is complete. You will sign the new Section 9 lease and Right to Return Agreement with NYCHA Property Management prior to moving into your relocation unit.

Your Move

If you live in Chelsea Addition (436 West 27th Drive) or Fulton Building 11 (401 West 19th Street and 419 West 19th Street), the chart on the next page shows what you can expect during the temporary move process.

If you live in any other building on FEC campus, this chart does not apply to you: you will only move once, when the Replacement Buildings are completed, in roughly three years. Additional information will be provided to households at that time.



Timeline	What to Expect	Your Responsibility
30−90 Days Before Temporary Move	One-on-one conversation with each household to assess needs, identify reasonable accommodations, and answer questions.	Attend your one-on-one conversation. Look out for a notice, phone call, and/or door knock so HOU can schedule your one-on-one conversation.
30 Days Before Temporary Move	Each household receives written notice with their planned move date.	Review your written notice and all other printed materials HOU or PACT partners deliver to your apartment. Call HOU with questions and to request boxes, tape, and help packing.
0-30 Days Before Temporary Move	Each household receives boxes, tape, and help packing if needed.	Pack your belongings in boxes and move the packed boxes and your furniture to the center of each room.
Moving Day	Each household receives assistance moving their belongings to a temporary unit at Fulton/or Elliott- Chelsea Houses.	Go to the Property Management office to pick up your key to your temporary apartment and to drop off your keys to your current unit.
1 Week After Temporary Move	Each household receives a survey to provide feedback on their relocation experience and satisfaction.	Please complete the relocation satisfaction survey to help us improve the process for all residents. Your feedback is essential to ensuring a respectful and supportive relocation experience.

Packing Assistance and Packing Guidance

Packing assistance will be offered to residents as requested. All households will receive packing materials, including boxes and tape, to help prepare for the move. All of your current belongings—including furniture—will be moved to your temporary on-site apartment and then returned to your new apartment once construction is complete. If there are any items you wish to dispose of ahead of your move date, our team will coordinate bulk waste removal to make the process as smooth as possible.



Good Prep and Packing Examples

- All clothes and items are packed in boxes
- Boxes are not overpacked and are properly taped
- Boxes are organized
- Furniture drawers and cabinets are empty
- Easy and uncomplicated for movers to move furniture







What not to do:

- Do not leave anything unpacked
- Do not leave garbage or loose items on the floor
- Do not leave miscellaneous items or electronics out





Residents should adhere to the following protocols to prepare for moving:



Take all valuables with you. All valuables in your apartment—including jewelry, cash, personal documents, and small electronics—must be brought to your temporary apartment. Do not leave any valuables behind. If there are items you are unable to move on your own, please notify HOU in advance.



Empty kitchen cabinets. Completely remove all items from your kitchen cabinets and pack them into boxes. Any items left inside or on top of cabinets will be discarded.



Remove all food from the refrigerator and freezer. All food must be cleared out and packed for your move. If you need assistance transporting refrigerated or frozen items, contact HOU.



Remove prohibited appliances. Dryers are not permitted and will not be replaced. If you currently have a dryer in your unit, it must be removed and discarded before your move.



Empty all closets. Remove all clothing, shoes, and personal items from closets and pack them securely. Closets must be completely emptied prior to your move.



Pack your bathroom. Empty bathroom cabinets and pack all items. Be sure to keep essential toiletries, medications, and medical devices accessible and ready to bring with you.



Remove built-in furniture. Any built-in furniture must be disassembled and disconnected prior to your move. Please contact HOU if you need assistance with this process.



Prepare fish tanks. Fish tanks may be brought to your temporary apartment. Notify HOU in advance so PACT partners or HOU can help ensure a safe move.



Disconnect and pack electronics. All electronics such as TVs, stereos, and computers should be unplugged, safely packed, and labeled. You will be responsible for reconnecting them in your temporary apartment.



Clear all walls. Remove anything mounted or hung on walls, ceilings, doors, or other surfaces. These items should be packed securely in boxes or wrapped for protection.



Remove any installed carpeting or light fixtures. If you have added your own carpeting or light fixtures, please remove them before the move. Otherwise, they may be removed and discarded.



Label and count all boxes. Clearly label each box with your name, apartment number, and a description of its contents. Tape all boxes securely shut. This will help ensure everything is properly tracked and delivered to your temporary apartment.

Note: In certain circumstances, where assistance is needed, arrangements will be made for the moving contractor to assist with packing and unpacking. Contact HOU for more information.

Moving assistance

All reasonable moving expenses will be covered by the PACT Partners. A licensed and insured moving company will complete your move to your temporary apartment in one day. To request packing materials such as boxes, tape, and packing paper, please contact HOU.

Inventorying and Tracking your belongings:

When packing, label each box with apartment address, color code by room with stickers and number each box (grouped by color code). HOU will take video/photo inventory of all belongings and review apartment inventory form with you, documenting presence and condition of items. Moving arrangements will be made for specialized items (hospital beds, oxygen tanks, pianos, etc.). Where offsite storage has been identified as necessary, resident should clearly mark their belongings and HOU will assist with inventory.

Medical/Accessibility Accommodation Requests:

Please contact the HOU relocation team regarding any medical or accessibility accommodation requests.

Bulk waste removal

You will be notified of the date and locations of bulk waste removal (dumpsters) and document shredding in advance of your anticipated move.

Contact HOU to schedule a time for your large furniture items to be taken and disposed of on Dumpster Day. HOU will complete a Trash Disposal Form with you detailing those items that you authorize to be thrown away. For paperwork shredding, it is recommended that you transport your documents in boxes no larger than 18" x18".

HOU will be sending out individual flyers for each site as bulk waste days are planned.

USPS continuity

You will need to transfer your mail to your new apartment. The Housing Opportunities Unlimited (HOU) team will be available to assist you with making these transfers.

Utility Continuity

- Water will continue as it currently exists and will remain covered in your rent.
- **Electricity** will continue as it currently exists and will remain covered in your rent.
- Cable/Phone/Internet services will need to be transferred to your temporary and/or permanent renovated apartment.

The Housing Opportunities Unlimited (HOU) team will be available to assist you with making these transfers.

Site safety

The PACT Partners have hired a third-party security team to patrol both the Fulton and Elliott-Chelsea campuses. Their primary responsibility is to monitor activity and report any incidents to the appropriate authorities. In addition, the PACT Partners have deployed a team to repair and improve access control systems on existing building entry doors.

Security concierges have been actively patrolling the campuses since February 2024. If you need to contact site security directly, please use the numbers below:



Security Fulton Campus: 646-625-7780 Security Elliott-Chelsea Campus: 646-625-7785

Please note: In the event of an emergency, always call 911 first.

Grievance process for all PACT Residents

Throughout the process, if you have a complaint or concern you can file a grievance at any time with the Fulton Elliott Chelsea PACT Partners and Housing Opportunities Unlimited (HOU). You can submit grievances by contacting:

HOU at (718) 775-3712 or fec@housingopportunities.com

If you have concerns about Housing Opportunities Unlimited that you want to share with the PACT Partners, you can reach out to: **fec@essencedev.com**.

The contact information to file a grievance or complaint during the rehabilitation will also be available at the HOU site office.

If you want to contact **NYCHA**, you can reach out to the PACT hotline: (212) 306-4036.

Damaged/loss of personal property claim process

In the unforeseen event of personal property damage or missing items, residents will be able to file a claim within two weeks of their move. Please call the HOU relocation team within two weeks after your move to fill out a damage claim form.

Communications

Communications with individual apartments will happen through the Tenant of Record. Resident forms and notices will be provided in Spanish, Russian, Traditional Chinese, and Simplified Chinese to ensure all households have access to important information in their preferred language. All communications will comply with HUD's Limited English Proficiency (LEP) requirements. If you need additional language support, please contact HOU to request interpretation or translation services.

Accessibility requests

If you or a member of your household requires an accommodation due to a disability, you have the right to request assistance to ensure full access to housing, services, and information. To make an accessibility or reasonable accommodation request, please contact HOU or your NYCHA Property Management team. Requests can be made verbally or in writing, and assistance is available if you need help completing the request. All requests will be reviewed promptly and handled with care and confidentiality.

PACT Hotline

For more information about PACT, residents can call NYCHA at (212) 306-4036 or email PACT@nycha.nyc.gov.

NYCHA Resident Legal Liaison

Convergent Law is available to provide free, independent assistance to residents with questions about: resident leases; relocation processes; right-to-return agreements; other questions related to resident rights and protections under NYCHA's PACT program.

To speak with Convergent Law, please call 973-358-2500.

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GRIEVANCE AND APPEALS PROCEDURES

Failure of Residents to Adhere to This Plan NYCHA will exercise its authority judiciously with respect to its rights to relocate Affected Residents in order to ensure and enable the redevelopment activities to occur in a timely fashion. Residents will receive ongoing relocation support and written notifications including 90, 60- & 30- day notices prior to their moves. Eviction will be employed only as a last resort and undertaken in conformance with applicable state and local law and carried out in the manner described in 49 CFR 24.206 (as amended and as it may be amended). An eviction related to non-compliance with a requirement related to carrying out a project (e.g. failure to move or relocate when instructed, or to cooperate in the relocation process) shall not negate a person's entitlement to relocation payments and other assistance set forth in 49 CFR Part 24. Nonetheless, in accordance with 49 CFR 24, property management may initiate actions under the eviction procedures if a resident refuses to comply with the following:

- 1. Move or relocate.
- 2. Meet with Management/HOU Relocation Coordinator regarding relocation.
- 3. Cooperate in the relocation process.

HOU will work closely with resident formal and informal supports to best accommodate resident needs during resident transfers and HOU will work closely with other site and supportive service staff to coordinate support and communication.

Throughout the process, if you have a complaint or concern you can file a grievance at any time with the FEC PACT Partner. You can submit grievances in by contacting HOU:

• Phone: 718-775-3712

• Email: FEC@housingopportunities.com

• Office Location: Fulton - 420 W.19th St Apt #1E

Elliott/Chelsea - 426 W.27th Dr Apt

• Hours: Monday through Friday 9am-5pm

The contact information to file a grievance or complaint during the rehabilitation will also be available at the site office. Each household of record with NYCHA currently qualifies for the financial assistance listed above and will receive the applicable amount at the start of their individual apartment renovation work according to the apartment type occupied by the resident at the time of the Non-Displacement Notice.

Please keep in mind that you must continue to comply with the terms and conditions of your lease throughout the renovation time period including payment of rent, however if you are temporarily staying with family or friends during the renovations, you do not need to pay your rent during your temporary stay with family and friends. Failure to comply with the terms and conditions of your lease could result in the forfeiture of the applicable payment to you for financial assistance during the renovation of your apartment.

Grounds for Appeal

If a resident contends that this Relocation Plan is not being implemented properly or believes HOU has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to NYCHA and the PACT Partner. This team is responsible for ensuring that the Relocation Consultant:

- Properly determines whether the resident qualifies or will qualify as a person who is eligible for relocation assistance.
- Properly determines the amount of any relocation payment required by this plan.
- Properly provides an appropriate permanent relocation unit.
- Ensures that no residents are under-housed when returning to the property post conversion or if voluntarily relocated to an alternative permanent relocation unit.
- Properly responds to an appeal in a timely manner.
- HOU Relocation Coordinators shall inform residents, in writing, of their right to appeal if they deny a resident relocation benefits.
- Grounds for an appeal may include:
- A determination of the individual's eligibility or ineligibility as an Affected Resident, as defined by the Relocation Plan.
- A determination of the scope and amount of relocation assistance made available to an Affected Resident, including advisory services, moving expenses, and replacement housing payments.
- Any decision to permanently relocate the family, including the terms and conditions of the permanent move, or the amount and scope of permanent relocation benefits.
- Determination that an Affected Resident rejected an offer of a Comparable Replacement Dwelling without good cause.

Filing an Appeal

An appeal must be filed in writing with the PACT Partner and/or administrator of NYCHA within sixty (60) calendar days of the date of the contested action, or by referral from NYCHA or Relocation Consultant, in which event written notice from the resident is not required. The date of the contested action is the date on which a determination was received by the resident. If the appeal is based on an event for which a date of action cannot be determined, the appeal must be filed within sixty (60) calendar days of the action.

Right to Representation; Right to File Review. Any resident requesting an appeal shall have the opportunity to examine and to copy all documents, records and regulations that are relevant to the appeal prior to any hearing. NYCHA may charge a reasonable fee for copies of more than fifty (50) pages. Any resident requesting an appeal shall have the right to be represented by counsel or any other person of their choice.

Conduct of the Appeal. An appeal hearing shall be scheduled as promptly as possible. All requests for appeals shall be heard within ten calendar days from the time of the request for the appeal. The appellant shall have at least five calendar days' advance written notice of the date, time, and place of the hearing. If the appellant requires a change in the date of the hearing, the resident must contact NYCHA at least forty-eight (48) hours in advance of the scheduled hearing. Upon the resident's showing of good cause, NYCHA shall arrange an alternate date and time for the hearing and notify all parties.

The appeal hearing will be conducted by a representative of NYCHA who is not the person who took the action under appeal. The hearing shall be informal, and oral or documentary evidence pertinent to the facts and issues raised by the appeal may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. At the appeal hearing, the appellant shall have the right to:

- examine and copy all documents, records and regulations that are relevant to the appeal prior to any hearing.
- be represented by counsel or any other person of their choice.
- present evidence and arguments in support of the appeal, to controvert evidence relied on by HOU and to confront and cross-examine all witnesses on whose testimony or information HOU relies on; and
- a decision based solely and exclusively upon the facts presented at the hearing.

Decision by NYCHA. Within five (5) calendar days after the hearing, the hearing officer (NYCHA representative identified by NYCHA) shall prepare a written decision, which shall include a statement of its findings of fact and specific reasons for the results. A copy of the decision shall be mailed or delivered to the parties, or their representatives, and a copy shall be kept in the resident's file.

Appeal to HUD. Within 30 days of receipt of the decision a displaced person who is dissatisfied with the displacing agency's determination on the amount of a relocation payment or resident's eligibility for a relocation payment or resident's eligibility for a relocation payment may submit a written request for further review to HUD at:

Eman (Emie) Eshmawy, Regional Relocation Specialist U.S. Department of Housing and Urban Development

Office of Community Planning and Development

26 Federal Plaza #3541

New York, NY 10278

RIGHT TO RETURN AGREEMENT: RELOCATED RESIDENTS



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

Dear Resident:

As you may know, your development has been selected for NYCHA's **Permanent Affordability Commitment Together (PACT)** program. The PACT program provides NYCHA the opportunity to unlock funding that your development needs. This means that your home and community spaces will receive much-needed renovations, you will have access to employment opportunities associated with the repairs, and on-site social services will be enhanced.

Through PACT, your development will be included in the federal Rental Assistance Demonstration (RAD) and convert to a more stable, federally funded program called Project-Based Section 8. This funding allows us to work with partners who will be responsible for modernizing your home and development through extensive renovation. PACT partners will make important upgrades to your apartments, buildings, elevators, heating and cooling systems, and community spaces. On-site social services will also be enhanced through partnerships with local community-based organizations.

As part of this initiative, a new management company will take responsibility for the day-to-day management and operation of your development. However, your development will remain under public control, as NYCHA will continue to own the land and buildings, administer the Section 8 subsidy and wait list, and monitor conditions at your development. NYCHA will also continue to inspect apartments to ensure they meet Housing Quality Standards and enforce affordability requirements and tenant protections.

It is critical for you to know that households who convert to the current Project-Based Section 8 program will have important rights and protections under PACT.

- Households will not pay more than 30% of their total adjusted gross household income on rent.
- Households will not be required to relocate or move because of the conversion.

No one will be asked to move, as all renovations are completed while you remain in your home. In some cases, depending on the repairs needed or due to health concerns, residents will be temporarily relocated while work is being completed in their apartment. If temporary relocation is required, you are entitled to relocation protections under PACT, including advance written notice, relocation assistance, advisory services, moving assistance, and other assistance depending on location.

However, in the event of any unforeseen relocation, you have a right to return to a Project-Based Section 8 apartment once any construction work is done. If we require you to move, you are entitled to certain relocation protections, including, in all cases, advance written notice and detailed information about the move. The other specific relocation protections depend on the situation but may include advisory services, moving assistance, payments, and other assistance. The PACT conversion, and any relocation associated with it, must be implemented consistent with fair housing and civil rights requirements.

- <u>Households will not be subject to new eligibility screening</u>, and individuals who are on your lease at the time of conversion will remain on your lease and are eligible for succession rights.
- <u>Construction work will not start until it is safe to do so.</u> We know this notification comes at a difficult time, when NYCHA residents and New York City are coping with the impacts of COVID-19. NYCHA has created strict safety guidelines based on federal, State, and City guidance that we will follow for any and all work. For more information on COVID-19 testing centers and additional resources, please see the enclosed COVID-19 fact sheet.

Resident voices are an important part of PACT, and we want to make sure this program serves your community. NYCHA has conducted several meetings with residents in your development about the PACT program. Recent meetings have focused on your rights and responsibilities and the PACT design and construction process. Join the conversation by attending an upcoming resident meeting! As in-person meetings are not advisable due to COVID-19, we plan to continue hosting PACT meetings virtually. We will keep you informed about major changes as we develop our plans. Fliers will continue to be circulated throughout your development with meeting details.

NYCHA will record your questions and comments and report them to the U.S. Department of Housing and Urban Development (HUD).

For more information, please visit http://on.nyc.gov/nycha-pact, email us at pact@nycha.nyc.gov, or call the PACT Hotline at (212) 306-4036.

This is an exciting opportunity, and we look forward to working in partnership with you as we continue to shape the future of NYCHA.

	A translation of this document is available in your Property Management Office.
La trad	lucción de este documento está disponible en su Oficina de Administración de Propiedades.
	您所居住宅區物業管理處辦公室提供本文件的譯本。
	您所居住宅区物业管理处办公室提供本文件的译本。



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE
CHIEF OPERATING OFFICER

NOTICE OF INTENT TO ACQUIRE, DEMOLISH, AND REDEVELOP

, 2025

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Addressee]

Dear [Name]:

As we have previously notified you, the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, are anticipated to be redeveloped as part of a proposed project that may receive federal funding assistance under the Rental Assistance Demonstration ("RAD") from the U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Proposed Project"). NYCHA has been coordinating with Elliott Fulton, LLC, a joint venture of Essence Development and the Related Companies (the "PACT Partner") on the Proposed Project. The environmental impacts of the Proposed Project are currently being studied and will be the subject of an Environmental Impact Statement that will be made available for public review and comment.

This is not a notice to vacate your unit. You do not have to move yet. NYCHA will notify you at least 90 days before you will be required to move.

The purpose of this notice is to inform you that the proposed plans for the redevelopment of Fulton and Elliott-Chelsea would involve a full redevelopment of Fulton and Elliott-Chelsea by NYCHA and the PACT Partner as presented to residents through extensive engagement and as presented to the NYCHA Board of Directors on October 30th, 2024. The Proposed Project would demolish the existing buildings and replace the units one-for-one in newly constructed buildings.

If the environmental review is completed and approved, and HUD provides financial assistance and approves the Proposed Project, the PACT Partner would proceed with the Proposed Project to replace all existing units on a one-for-one basis with units in the redeveloped project and provide every current Fulton and Elliott-Chelsea resident the opportunity to return to a suitable, decent, safe and sanitary apartment in the newly redeveloped Fulton and Elliott-Chelsea campus under reasonable terms and conditions.

NYCHA's goal is to minimize moves and disruption for NYCHA residents. It is anticipated that most residents will move directly into brand-new apartments and will not move temporarily.

Some residents may be required to move temporarily so that the redevelopment of Fulton and Elliott-Chelsea Houses can be completed. If you live in 401 & 419 West 19th Street or 436 West 27th Drive, will need to relocate for approximately 36-48 months while the first phase of redevelopment takes place. NYCHA will follow up with additional notices for these residents. In advance of that redevelopment, we will help relocate residents in these buildings to another public housing unit in Fulton or Elliott-Chelsea or, if there is no suitable public housing unit on-site, to an off-site unit. NYCHA is working together with the PACT Partner and Housing Opportunities Unlimited (the "Relocation Agent") to collect information from residents regarding household needs that will inform them about the relocation process and the units where residents will move during the construction period.

Upon the completion, of the replacement buildings, residents from 401 & 419 West 19th Street or 436 West 27th Drive will be able to lease and occupy a unit in the replacement buildings that complies with HUD and NYC building safety and occupancy standards under reasonable terms and conditions. However, in the event there are not enough appropriately sized apartments available in the new buildings because of household changes, certain residents may need to stay in their relocation unit or NYCHA and the PACT Partner will identify other apartments for all eligible residents of Fulton and Elliott-Chelsea until an appropriately sized unit becomes available. All residents who are required to move will receive relocation assistance, including moving costs.

Additional information will follow about the timing of moves for all other residents not currently residing in 401 & 419 West 19th Street or 436 West 27th Drive.

Please be advised that this notice does not change your obligation to continue to pay your rent and meet all other lease obligations. Failure to do so may be cause for termination of your tenancy.

Again, this is NOT a notice to vacate the premises. Do not move or commit to the purchase or lease of a replacement home before NYCHA and the PACT Partner staff have a chance to discuss with you whether you are eligible for relocation assistance. It is important that you contact NYCHA and the PACT Partner before making any moving plans. Please keep this letter for your records.

Any relocation will be implemented consistent with fair housing and civil rights requirements. If you need a reasonable accommodation due to a disability, or have other questions about the relocation, please contact the PACT Partner's Relocation Agent, who can assist you.

We are sure that you have many questions, and we will address your concerns and answer your questions as we continue to engage with you over the months to come. We will be holding additional meetings on [DATE] to explain the redevelopment process. The PACT Partner's Relocation Agent will be scheduling appointments with each household to discuss the contents of this letter and answer any questions you may have regarding the relocation process. The PACT Partner's Relocation Agent can also be contacted at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email FEC@housingopportunities.com and will be available to assist you with your move to a new home when the time comes.

Sincerely,

New York City Housing Authority



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

GENERAL INFORMATION NOTICE

, 2025

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Addressee]

Dear [Name]:

The New York City Housing Authority (NYCHA) is writing to inform you that the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, are anticipated to be redeveloped as part of a proposed project that may receive federal funding assistance from the U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Proposed Project"). NYCHA has been coordinating with Elliott Fulton, LLC, a joint venture of Essence Development and the Related Companies, (the "PACT Partner") on the Proposed Project. The environmental impacts of the Proposed Project are currently being studied and will be the subject of an Environmental Impact Statement that will be made available for public review and comment.

This is not a notice to vacate your unit. You do not have to move yet. NYCHA will notify you at least 90 days before you will be required to move.

The purpose of this notice is to inform you of the proposed plans for the redevelopment of Fulton and Elliott-Chelsea and your potential eligibility for relocation assistance under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"). You may be eligible for relocation assistance and payments under the URA. In addition, resident rights and protections will be preserved through NYCHA's PACT Program.

If the environmental review is completed and approved, and HUD provides financial assistance and approves the Proposed Project, the PACT Partner in partnership with NYCHA would replace all existing public housing units with units in the redeveloped project and every current Fulton and Elliott-Chelsea resident would be provided the opportunity to return to a suitable, decent, safe and sanitary apartment in the newly redeveloped Fulton and Elliott-Chelsea campus under reasonable terms and conditions.

NYCHA's goal is to minimize moves and disruption for NYCHA residents. It is anticipated that most residents will move directly into brand-new apartments and will not move temporarily.

However, if you live in 401 & 419 West 19th Street or 436 West 27th Drive, it is anticipated that you will need to relocate for approximately 36-48 months while the first phase of the redevelopment takes place. In advance of that redevelopment, we will help relocate residents in these buildings to another public housing unit in Fulton or Elliott-Chelsea or, if there is no suitable unit on-site, to an off-site unit. NYCHA is working together with the PACT Partner and Housing Opportunities Unlimited (the "Relocation Agent") to collect information from residents regarding household needs that will inform them about the relocation process and the units where residents will move during the construction period.

Upon the completion of the new building, residents currently residing in 401 & 419 West 19th Street or 436 West 27th Drive will be able to lease and occupy a unit in the first new buildings that is decent, safe and sanitary under reasonable terms and conditions. However, in the event there are not enough appropriately sized apartments available in the redevelopment because of household changes, certain residents may need to stay in their relocation unit or NYCHA and the PACT Partner will identify other apartments for all eligible residents of Fulton and Elliott-Chelsea until an appropriately sized unit becomes available in the new buildings of Fulton and Elliott-Chelsea. All residents who are required to move will receive relocation assistance, including moving costs.

Additional information will follow about the timing of moves for all other residents not currently residing in 401 & 419 West 19th Street or 436 West 27th Drive.

NYCHA has not yet determined whether you are eligible for relocation assistance. This is not a notice of relocation eligibility.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If NYCHA determines that you are eligible for relocation assistance in the future, you will receive: 1) relocation advisory services, including help to find another place to live; 2) at least 90 days advance written notice of the date you will be required to move; 3) payment of your moving expenses; and 4) replacement housing payments if required to enable you

to rent a comparable replacement home, which could apply instead to the purchase of a home. You may return to the redevelopment once it is completed. If you decide to return, the PACT Partner will pay the costs of the return move. You also have the right to appeal NYCHA's determination if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance to Tenants Displaced from Their Homes," provides an explanation of this assistance and other helpful information.

Please be advised that this notice does not change your obligation to continue to pay your rent and meet all other lease obligations. Failure to do so may be cause for termination of your tenancy.

Again, this is NOT a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time. Do not move or commit to the purchase or lease of a replacement home before NYCHA and the PACT Partner staff have a chance to discuss with you whether you are eligible for relocation assistance. If you move without coordinating with NYCHA prior to receiving a formal notice of relocation eligibility, you will not be eligible to receive relocation assistance. It is important that you contact NYCHA and the PACT Partner before making any moving plans. Please keep this letter for your records.

Any relocation will be implemented consistent with fair housing and civil rights requirements. If you need a reasonable accommodation due to a disability, or have other questions about the relocation, please contact the PACT Partner, who can assist you.

We are sure that you have many questions, and we will address your concerns and answer your questions as we continue to engage with you over the weeks to come. The PACT Partner's Relocation Agent will be scheduling appointments with each household to discuss the contents of this letter and answer any questions you may have regarding the relocation process. The PACT Partner's Relocation Agent can also be contacted at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email FEC@housingopportunities.com and will be available to assist you with your move to a new home when the time comes and help you preserve any eligibility for relocation assistance payments.

Sincerely,

New York City Housing Authority



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT
CHIEF EXECUTIVE OFFICER
EVA TRIMBLE
CHIEF OPERATING OFFICER

RAD NOTICE OF RELOCATION AND 90 DAY NOTICE FOR "PHASE 0" RESIDENTS

(Residents of 401 & 419 West 19th Street or 436 West 27th Drive) (On-Site Move)

, 2025

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Addressee]

Dear [Name]:

As we have previously informed you through notices and meetings, the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, is being redeveloped as part of a project that will receive federal funding assistance from the Rental Assistance Demonstration ("RAD") program of the U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Project").

The purpose of this notice is to inform you that all residents living in 401 & 419 West 19th Street or 436 West 27th Drive will need to move for approximately 36-48 months while Phase 1 of the redevelopment takes place. NYCHA and Elliott Fulton LLC (the "PACT Partner") will work with you at every step of the moving process. **Remember, you do not need to move right this moment.**

• This is your 90-Day Notice.

In advance of that Phase 1 redevelopment, we will help move residents in these buildings to another public housing unit in Fulton or Elliott Chelsea or, if there is no suitable public housing unit onsite, to an off-site unit. Residents will be contacted when construction is near completion and an appropriately sized unit is ready for occupancy. NYCHA and the PACT Partner will keep track of appropriate family sizing throughout the conversion process. Upon the completion of construction of the first phase of redevelopment, residents living in 401 & 419 West 19th Street or 436 West 27th Drive will be able to lease and occupy a unit at the new buildings that is decent, safe and sanitary under reasonable terms and conditions. However, in the event there are not enough appropriately sized apartments available in the new buildings because of household changes, certain residents may need to stay in their relocation unit or NYCHA and the PACT Partner will identify apartments for all eligible residents of Fulton and

Elliott- Chelsea until an appropriately sized unit becomes available in the new buildings of Fulton and Elliott-Chelsea. All residents who are required to move will receive relocation assistance, including moving costs.

Based on the interviews that Housing Opportunities Unlimited, the PACT Partner's Relocation Agent (the "Relocation Agent"), has had with your household, you will be moving to another public housing unit on the Fulton and Elliott-Chelsea campus.

Please note:

- You will not be required to move sooner than 90 days after receiving this notice.
- You will receive relocation assistance, which includes reimbursement for all reasonable outof-pocket expenses incurred in connection with any temporary move (including, but not limited to, increased housing costs and moving costs).
- You have the right to return to a new apartment in the redeveloped Fulton and Elliott-Chelsea project once it is complete, but you are under no obligation to return to the completed project if you have moved offsite
- Your relocation will be completed consistent with fair housing and civil rights requirements.
- The Relocation Agent will work with you to identify another apartment on the Fulton and Elliott-Chelsea campus [and upon selecting an apartment, you will receive and sign a tenant acceptance letter confirming your apartment selection as well as a new public housing lease at your temporary unit.
- You will need to be temporarily moved for approximately 36-48 months for the redevelopment project to be completed.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

You will not be required to vacate your apartment earlier than [date], or 90 days after you receive this letter, whichever is later. We have identified a comparable replacement apartment for you, described below, based on your housing preferences and needs.

You are entitled to temporary relocation assistance that includes:

<u>Relocation Advisory Services</u>. This includes counseling and other assistance to help you find another home and prepare to move.

<u>Payment for Moving Expenses</u>. NYCHA and the PACT Partner will provide all necessary moving services at no cost to you, including packing and unpacking of personal belongings.

<u>Temporary Replacement Apartment</u>. The below apartment has been determined to be decent, safe, and sanitary:

Apt Offer No.	Development	Address	Estimated Rent & Utility Costs	Room Size	Floor
			\$		

HOU will serve as your primary point of contact and coordinate the logistics of your move within the Fulton and Elliott-Chelsea campus. The PACT Partner will be primarily responsible for your return to the newly constructed building on the Fulton and Elliott- Chelsea campus after it has been redeveloped, which will be coordinated by HOU.

Any relocation will be implemented consistent with fair housing and civil rights requirements. If you need a reasonable accommodation due to a disability, or have other questions about the relocation, please contact the PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email FEC@housingopportunities.com. They will assist you.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be kept.

Sincerely, New York City Housing Authority



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE
CHIEF OPERATING OFFICER

RAD NOTICE OF RELOCATION, 90 DAY NOTICE, AND NOTICE OF ELIGIBILITY FOR RESIDENTS OF 401 & 419 WEST 19th STREET OR 436

WEST 27th DRIVE (Off-Site Relocation)

, 2025

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED [Addressee]

Dear [Name]:

As we have previously informed you through notices and meetings, the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, is being redeveloped as part of a project that will receive federal funding assistance from the Rental Assistance Demonstration ("RAD") program of the U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Project").

The purpose of this notice is to inform you that all residents living in 401 & 419 West 19th Street or 436 West 27th Drive will need to relocate for approximately 36-48 months while Phase 1 of the redevelopment takes place. NYCHA and Elliott Fulton, LLC (the "PACT Partner") will work with you at every step of the relocation process. **Remember, you do not need to move right this moment.**

- This is your 90-Day Notice to vacate.
- This is your Notice of Eligibility for relocation assistance.
- The effective date of your eligibility is [Date of NOIA].

This 90-day notice to vacate gives you at least 3 months advanced notice of the earliest date by which you will be required to vacate your current apartment. Since you are relocating off of the Fulton and Elliott-Chelsea campuses, you also have an additional 30 days to voluntarily decide whether you wish to be temporarily relocated and retain your right to return or be permanently relocated. If you choose temporary relocation now, you can also revisit this decision later on. The effective date of this 90-Day Notice is [DATE]. Therefore, the earliest by which you will be required to move is [DATE (90 days from effective date + 30 days)].

In advance of that Phase 1 redevelopment, we will help relocate residents in these buildings to another public housing unit or, if there is no suitable public housing unit, to an off-site unit. Residents have the right to return and will be contacted when construction is near completion and an appropriately sized unit is ready for occupancy. NYCHA and the PACT Partner will keep track of appropriate family sizing throughout the conversion process. Upon the completion of Phase 1, Phase 0 residents will be able to lease and occupy a unit at the redeveloped Phase 1 that is decent, safe and sanitary under reasonable terms and conditions. However, in the event there are not enough appropriately sized apartments available in the redevelopment because of household changes, NYCHA and the PACT Partner will identify apartments for all eligible residents of Fulton and Elliott-Chelsea. All residents who are required to move will receive relocation assistance, including moving costs.

Based on the interviews that Housing Opportunities Unlimited, the PACT Partner's Relocation Agent (the "Relocation Agent"), has had with your household, you will be moving to an apartment off-site [to another Section 9 development managed by NYCHA] / [with a Section 8 Housing Choice Voucher].

Because you are moving offsite and we expect the Project to take longer than one year, we have determined that you will be displaced by the Project. This means that you will be eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Act (URA). We believe that you will be relocated for approximately 36 to 48 months. Please note:

- You will not be required to move sooner than 90 days after receiving this notice with an additional 30 days to decide whether you wish to be temporarily relocated and retain your right to return or be permanently relocated.
- You will receive relocation assistance, which includes reimbursement for all reasonable out-of-pocket expenses incurred in connection with any temporary move (including, but not limited to, increased housing costs and moving costs).
- You have the right to return to an apartment in the redeveloped Fulton and Elliott-Chelsea project once it is complete, but you are under no obligation to return to the completed project.
- Your relocation will be completed consistent with fair housing and civil rights requirements.
- The Relocation Agent will work with you to identify a temporary relocation apartment and upon selecting an apartment, you will receive and sign a tenant acceptance letter confirming your apartment selection.
- You will need to be temporarily relocated for approximately 36-48 months for the redevelopment project to be completed.

You have the choice to either:

- Receive temporary relocation assistance and maintain your right to return to a unit in the redeveloped Fulton and Elliott-Chelsea campus once complete; or
- Receive any permanent relocation assistance and payments consistent with the URA, and terminate your right to return to the redeveloped Fulton and Elliott-Chelsea campus once complete.
- You must inform us of your choice within 30 days. However, you do not need to move now. If you choose to receive temporary relocation assistance and maintain your right to return, you can revisit this decision at a future time if you wish.

If you choose temporary relocation, one of the URA protections for persons temporarily relocated off-site is that such relocations shall not extend beyond one year. Since the temporary relocation off-site will last more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with a temporary relocation off-site and will not be reduced by the amount of any temporary relocation previously provided.

Please contact the Relocation Agent at the number or address below to inform us of your choice. You must inform us of your choice in 30 days.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

You will not be required to vacate your apartment earlier than [date inclusive of 30 day period to decide], or 90 days after you receive this letter, whichever is later. We have identified a comparable replacement apartment for you, described below, based on your housing preferences and needs. You are not required to move to this apartment. We will offer another comparable apartment if you believe this apartment is not comparable to your current home.

Regardless of whether you choose to receive temporary relocation assistance and preserve your right to return to

the Fulton and Elliott-Chelsea campus, or elect to receive permanent relocation assistance and terminate your right to return to the Fulton and Elliott-Chelsea campus, you are entitled to temporary relocation assistance that includes:

- Relocation Advisory Services. This includes counseling and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. NYCHA and the PACT Partner will provide all necessary moving services at no cost to you, including packing and unpacking of personal belongings. You are also entitled to a fixed moving payment of \$100, based on the URA Fixed Residential Moving Cost Schedule.
- Temporary Replacement Apartment. The below apartment has been determined to be decent, safe, and sanitary:

Apt Offer No.	Development	Address	Estimated Rent & Utility Costs	Room Size	Floor
			\$		

If you choose to receive permanent relocation assistance and terminate your right to return to the Fulton and Elliott-Chelsea campus, you are entitled to additional relocation assistance that includes:

Replacement Housing Payment. If the estimated cost of rent and utilities in the comparable replacement apartment is the same as what you pay now, you will not be entitled to receive any replacement housing payment. If you are entitled to receive a replacement housing payment, you can use it for rent or for the down payment to purchase a home. Should you choose to purchase (rather than rent) a decent, safe, and sanitary replacement home, we will help you locate such housing. The amount of any replacement housing payment is based on several factors, including: (1) the estimated monthly rent and cost of utility services for a comparable replacement apartment; (2) the monthly rent, including flat rate rent, and cost of utility services for your current home; and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated based on the difference between your current and new housing costs in a comparable apartment for one month, multiplied by 42.

Comparable Replacement Apartment(s)

The below apartment is a comparable replacement apartment. The PACT Partner or their Relocation Agent will schedule an appointment with you to explain our basis for selecting this apartment as most representative of your current home and address any questions you may have about the apartment or neighborhood.

Apt Offer No.	Development	Address	Estimated Rent & Utility Costs	Room Size	Floor
			\$		

Your rent is currently \$ based on of your income. The rent of the above comparable replacement apartment will also be based on 30 percent of your income, and it is therefore estimated to be \$. If the Comparable Replacement Apartment has tenant-paid utilities, you will be responsible for paying your own utilities and you will receive a utility allowance. Because the estimated rent and utilities of the comparable apartment is the same as in your current apartment, you are entitled to \$0 in replacement housing payments.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount you are eligible to receive, even if your income later increases. If you choose to rent a different home that costs more than the comparable replacement apartment, your payment amount will not change and will still be based on the above cost of a comparable apartment. If you rent a decent, safe, and sanitary home with monthly rent and utilities that cost less than the comparable apartment, your replacement housing payment will be based on the lower actual cost of that apartment, which will not result in a higher replacement housing payment. We will not base your payment on any apartment that is not a comparable replacement home. If you are entitled to any amount of replacement housing payments, they must be paid in installments. Please note that all replacement housing must be inspected to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

For more information about your relocation rights, please see the brochure we previously provided, "Relocation Assistance to Tenants Displaced From Their Homes." If you need another copy, please contact the PACT Partner or their Relocation Agent. Please read the brochure carefully.

If you elect to accept temporary relocation assistance, you will have a right to return to an assisted unit at the Fulton and Elliott-Chelsea campus once construction work is done.

NYCHA and the PACT Partner will contact you and provide you with another notice when your relocation extends beyond one year.

HOU will serve as your primary point of contact and coordinate the logistics of your move within the Fulton and Elliott-Chelsea campus. The PACT Partner will be primarily responsible for your return to the newly constructed building on the Fulton and Elliott- Chelsea campus after it has been redeveloped, which will be coordinated by HOU.

Any relocation will be implemented consistent with fair housing and civil rights requirements. If you need a reasonable accommodation due to a disability, or have other questions about the relocation, please contact the PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email <u>FEC@housingopportunities.com</u>. They will assist you.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be kept.

Sincerely,

New York City Housing Authority



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

RAD [60-DAY / 30-DAY] NOTICE OF RELOCATION (Residents of 401 & 419 West 19th Street or 436 West 27th Drive) (On-Site Relocation Temporary)

DATE **VIA HAND DELIVERY** FIRST NAME LAST NAME ADDRESS, APT # BOROUGH, NY ZIP CODE

Dear NAME:

As we have previously informed you through notices and meetings, the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, is proposed to be redeveloped with federal funding assistance from the Rental Assistance Demonstration ("RAD") program of the

U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Proposed Project"). NYCHA has been coordinating with Elliott Fulton, LLC, a joint venture of Essence Development and Related Companies (the "PACT Partner") on the Proposed Project.

You received a series of relocation notices, including a 90-Day Notice of Relocation [and a 60-Day Notice of Relocation], in which you were notified that you would need to move temporarily in order to carry out those redevelopment activities. As a reminder, you have the right to return to a new apartment in the redevelopment upon its completion.

This notice serves as your [60-Day / 30-Day] Notice of Temporary Relocation. This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by, (insert date at least [60 / 30] days after the date of this notice), but you can move sooner if you choose. You will be temporarily relocated to a relocation unit located at: (temporary relocation unit address).

Your move is anticipated to last for 36-48 months. We anticipate that most residents of 401 & 419 West 19th Street or 436 West 27th Drive will be able to move to a new apartment in the first phase of redevelopment at Fulton and Elliott-Chelsea Houses upon its completion. However, in the event there are not enough appropriately sized apartments available in the new buildings because of changes in household sizes, certain residents may need to stay in their relocation unit or NYCHA and the PACT Partner will identify other apartments for all eligible residents of Fulton and Elliott-Chelsea until an appropriately sized unit becomes available in the new buildings of Fulton and Elliott-Chelsea.

You will be moved by: (name of moving company/move contact) and the estimated move start time is: (start time of move).

This temporary move will be paid for by the PACT Partner and you will not have any increased housing costs during your temporary relocation unless changes occur in your household income. You have the right to return to a new unit in the development and will receive the same moving assistance to return which is at no cost to you.

Unit assignments for residents have been completed based on the extensive resident relocation consultations and survey data that has been collected from your household and reasonable accommodation information from your management office. Residents with approved reasonable accommodations have been assigned to units which meet their needs. Any new reasonable accommodation requests, if approved, will be accommodated as soon as an appropriate unit is available. If you feel that your new unit does not meet your needs because of accessibility or mobility issues please contact the PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email **FEC@housingopportunities.com**to begin the necessary documentation.

We will provide you with packing materials, assistance and guidance throughout the process to ensure that you have what you need in order to be prepared for a successful and stress-free move.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email FEC@housingopportunities.com before you make any moving plans.

Sincerely, The New York City Housing Authority

If hand delivered, sign below to confirm receipt of this notice:

Resident Signature Date

A translation of this document is available in your Property Management Office.

La traducción de este documento está disponible en su Oficina de Administración de Propiedades.

您所居住宅區物業管理處辦公室提供本文件的譯本。

您所居住宅区物业管理处办公室提供本文件的译本。

Перевод этого документа находится в Офисе управления вашего жилищного комплекса.



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

RAD [60-DAY / 30-DAY] NOTICE OF RELOCATION (Residents of 401 & 419 West 19th Street or 436 West 27th Drive) (Off-Site Relocation Temporary)

DATE VIA HAND DELIVERY FIRST NAME LAST NAME ADDRESS, APT # BOROUGH, NY ZIP CODE

Dear NAME:

As we have previously informed you through notices and meetings, the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at , NY, NY, is proposed to be redeveloped with federal funding assistance from the Rental Assistance Demonstration ("RAD") program of the

U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Proposed Project"). NYCHA has been coordinating with Elliott Fulton, LLC, a joint venture of Essence Development and Related Companies (the "PACT Partner"), on the Proposed Project.

You received a series of relocation notices, including a 90-Day Notice of Relocation/Notice of Eligibility [and a 60-Day Notice of Relocation], in which you were notified that you would need to move in order to carry out those redevelopment activities.

This notice serves as your [60-Day / 30-Day] Notice of Relocation. Based on the interviews that Housing Opportunities Unlimited, the PACT Partner's Relocation Agent (the "Relocation Agent"), has had with your household, there is no appropriately sized available apartment in Fulton or Elliott-Chelsea so you will be moving to an apartment off-site [to another Section 9 development managed by NYCHA] / [with a Section 8 Housing Choice Voucher].

Your move is anticipated to last for 36-48 months. Because you are moving offsite and we expect the Project to take longer than one year, we have determined that you will be displaced by the Project. This means that you will be eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Act (URA). You have confirmed for us that you choose to receive temporary relocation assistance and maintain your right to return to a unit in the redeveloped Fulton and Elliott-Chelsea campus once complete.

One of the URA protections for persons temporarily relocated off-site is that such relocations shall not extend beyond one year. Since the temporary relocation off-site will last more than one year, you will be contacted again in the future and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with a temporary relocation off-site and will not be reduced by the amount of any temporary relocation previously provided. You may also continue to choose to be temporarily relocated and retain your right to return.

This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by, (insert date at least [60 / 30] days after the date of this notice), but you can move sooner if you choose. You will be relocated to a temporary relocation unit located at: (relocation unit address).

You will be moved by: (name of moving company/move contact) and the estimated move start time is: (start time of move).

This temporary move will be paid for by the PACT Partner and you will not have any increased housing costs during your temporary relocation unless changes occur in your household income. You have the right to return to a new unit in the development and will receive the same moving assistance to return which is at no cost to you.

Unit assignments for residents have been completed based on the extensive resident relocation consultations and survey data that has been collected from your household and reasonable accommodation information from your management office. Residents with approved reasonable accommodations have been assigned to units which meet their needs. Any new reasonable accommodation requests, if approved, will be accommodated as soon as an appropriate unit is available. If you feel that your new unit does not meet your needs because of accessibility or mobility issues please contact the PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email FEC@housingopportunities.comto begin the necessary documentation.

We will provide you with packing materials, assistance and guidance throughout the process to ensure that you have what you need in order to be prepared for a successful and stress-free move.

We anticipate that most residents of 401 & 419 West 19th Street or 436 West 27th Drive will be able to move to a new apartment in the first phase of redevelopment at Fulton and Elliott-Chelsea Houses upon its completion. However, in the event there are not enough appropriately sized apartments available in the new buildings because of changes in household sizes, certain residents may need to stay in their relocation unit or NYCHA and the PACT Partner will identify other apartments for all eligible residents of Fulton and Elliott-Chelsea until an appropriately sized unit becomes available in the new buildings of Fulton and Elliott-Chelsea.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email <u>FEC@housingopportunities.com</u> before you make any moving plans.

Sincerely,

The New York City Housing Authority

If hand delivered, sign below to confirm receipt of this notice:

Resident Signature



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

RELOCATION UPDATE NOTICE RESIDENTS OF 401 & 419 WEST 19th STREET AND 436 WEST 27th DRIVE)

2025

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Addressee]

Dear [Name]:

The New York City Housing Authority (NYCHA) is writing to inform you that the Fulton and Elliott-Chelsea campuses, including the property you currently occupy located at

, NY, NY, are anticipated to be redeveloped as part of a proposed project that may receive federal funding assistance from the U.S. Department of Housing and Urban Development ("HUD") as part of NYCHA's Permanent Affordability Commitment Together ("PACT") Program (the "Proposed Project"). NYCHA has been coordinating with Elliott Fulton LLC (the "PACT Partner") on the Proposed Project. The environmental impacts of the Proposed Project are currently being studied and will be the subject of an Environmental Impact Statement that will be made available for public review and comment.

This is not a notice to vacate your unit. You do not have to move yet. NYCHA will notify you at least 90 days before you will be required to move. You may choose to voluntarily relocate to a renovated unit identified for you on campus at any point following this notice and your temporary unit being identified. Again, you are not required to move at this time.

If the environmental review is completed and approved, and HUD provides financial assistance and approves the Proposed Project, the PACT Partner in partnership with NYCHA would proceed with the Proposed Project to replace all existing units on a one-for- one basis with units in the redeveloped project and provide every current Fulton and Elliott- Chelsea resident the opportunity to return to a suitable, decent, safe and sanitary apartment

in the newly redeveloped Fulton and Elliott-Chelsea campus under reasonable terms and conditions.

To accomplish this redevelopment, all residents living in 401 & 419 West 19th Street or 436 West 27th Drive will need to move for approximately 36-48 months while the first phase of the redevelopment takes place. NYCHA and Elliott Fulton, LLC (the "PACT Partner") will work with you at every step of the moving process. Remember, you do not need to move right this moment. We are sending this notice to give you an update and remind you that we welcome questions from you about your move now and throughout the process.

We will help residents of 401 & 419 West 19th Street or 436 West 27th Drive move to another public housing unit in Fulton or Elliott-Chelsea or, if there is no suitable public housing unit on-site, to an off-site unit. Upon the completion, residents living in 401 & 419 West 19th Street and 436 West 27th Drive will be able to lease and occupy a unit in the new buildings of the Proposed Project that is decent, safe and sanitary under reasonable terms and conditions.

All residents who are required to move will receive relocation assistance, including moving costs.

NYCHA is working together with the PACT Partner and Housing Opportunities Unlimited (the "Relocation Agent") to collect information from residents regarding household needs that will inform them about the relocation process and the units where residents will move during the construction period. Please note:

- If the environmental review is completed and approved, and HUD provides financial assistance and approves the Proposed Project, you will need to be temporarily moved for approximately 36-48 months while the first phase of redevelopment is underway.
- NYCHA will notify you at least 90 days before you have to move.
- If you have any questions about your move or want additional information now, please contact the Relocation Agent:

Housing Opportunities Unlimited

in person: 420 West 19th Street 1E NY, NY, 10011, by phone: 718-775-3712, or

by email: <u>FEC@housingopportunities.com</u>

- You will receive relocation assistance, which includes reimbursement for all reasonable out-of-pocket expenses incurred in connection with any temporary move (including, but not limited to, increased housing costs and moving costs).
- You have the right to return to an apartment in the redeveloped Fulton and Elliott- Chelsea project once it is complete, but you are under no obligation to return to the completed project if you have moved offsite
- Your relocation will be completed consistent with fair housing and civil rights requirements.
- The Relocation Agent will work with you to identify another apartment on the Fulton and Elliott-Chelsea campus and upon selecting an apartment, you will receive and sign a tenant acceptance letter confirming your apartment selection and sign a new lease for your new temporary apartment.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

HOU will serve as your primary point of contact and coordinate the logistics of your move within the Fulton and Elliott-Chelsea campus. The PACT Partner will be primarily responsible for your return to the newly constructed building on the Fulton and Elliott- Chelsea campus after it has been redeveloped, which will be coordinated by HOU.

Any relocation will be implemented consistent with fair housing and civil rights requirements. If you need a reasonable accommodation due to a disability, or have other questions about the relocation, please contact the PACT Partner's Relocation Agent at Housing Opportunities Unlimited in person at 420 West 19th Street 1E NY, NY, 10011, by phone 718-775-3712 or by email <u>FEC@housingopportunities.com</u>. They will assist you.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. If you have questions about your move, please contact the Relocation Agent using the information above. This letter is important to you and should be kept.

Sincerely, New York City Housing Authority



TEL: (212) 306-3000 • http://nyc.gov/nycha

LISA BOVA- HIATT CHIEF EXECUTIVE OFFICER

EVA TRIMBLE CHIEF OPERATING OFFICER

RIGHT TO RETURN AGREEMENT: RELOCATED RESIDENTS

Lessee(s) (full name):	
Original Apartment:(address and unit)	
Original Development: [Chelsea] or [Fulton]	
Temporary Relocation Apartment:(Development, address, and unit)	
Phone Number:	
Email Address:	
PURPOSE: Lessee(s) occupied(s) (occupy) apartment	("Original
Apartment") as a tenant(s) Lessee(s) of NYCHA. Due to a planned	•
Development, and as provided in paragraph 9 of the Original Apartment L	· · · · · · · · · · · · · · · · · · ·
vacate the Original Apartment at [_
[ADDRESS] ("Original Building" or "Original	• ,
Building, including apartments in the Original Building, is anticipated to	•
with one-for-one newly constructed apartments ("Replacement Apartment	t(s)") at the newly constructed
building to be located on the site of the Original Development ("Re	placement Building") through
NYCHA's Permanent Affordability Commitment Together ("PACT") pr	ogram, which utilizes the U.S.
Department of Housing and Urban Development's (HUD) Rental Assist	tance Demonstration ("RAD")
program. NYCHA's development partner ("PACT Partner") will overse	e the construction of the new
Replacement Building as well as the temporary relocations of residents.	

Lessee is temporarily relocating to and entering into a new lease, or has relocated to and entered into a new lease, at the location stated above, the ("Temporary Relocation Apartment"). As described below, eligible Lessees of the Original Development will have a right to return to a Replacement Apartment, subject to the conditions in this Agreement, when the construction of the Replacement Building is complete and it is ready to be occupied.

When the Replacement Building is ready to be reoccupied, NYCHA and the PACT Partner will offer Lessee the option to lease and occupy a Replacement Apartment under the following conditions:

- 1. Lessee is eligible for the right to return to a Replacement Apartment and is not subject to re-screening, income eligibility, or income-targeting pursuant to resident protections offered through the RAD program. Lessee must be up to date with required annual certifications and other public housing requirements (as applicable).
- 2. Lessee is not subject to a final administrative determination terminating their public housing tenancy or Section 8 voucher. This condition does not apply to individuals terminated from the Section 8 program solely for excess income.
- 3. Monthly rent will continue to be based on household income.
- 4. NYCHA and the PACT Partner will not charge lessee any fees associated with the move to the Temporary Relocation Apartment or a future move to the Replacement Apartment (see #10 below).
- 5. Lessee is responsible for any arrears or fees that the Lessee may owe connected to the Original Apartment and such arrears or fees will remain on the Lessee's account as they move to the Temporary Relocation Apartment.
- 6. Lessee must update NYCHA with any changes in their contact information during the relocation period, to ensure NYCHA can contact them when the Replacement Building is ready to be reoccupied.
- 7. Lessee will be required to complete steps as NYCHA designates, including supplying income and household composition information, and completing transfer request forms, if they wish to move back to the Replacement Building, Lessee will not be required to undergo rescreening.
- 8. If someone other than Lessee has received NYCHA's permission to succeed to Lessee's lease or Section 8 voucher, then that person may request to lease and occupy the Replacement Apartment or another apartment in the Replacement Building. That person must also complete the steps outlined in paragraph 7 and meet all conditions of this Agreement if they wish to move back to a Replacement Apartment.
- 9. Under the PACT Program, the Lessee has the right to return to a Replacement Apartment. In the event that there are not enough appropriately sized apartments available at the Replacement Building because of a change in the Lessee's household composition, Lessee will have the right to remain in their Temporary Relocation Apartment until such time as that building is vacated prior to demolition, at which time NYCHA and the PACT Partner will identify an appropriately sized unit in a future Replacement Building.
- 10. NYCHA or PACT partner will pay moving expenses for the move to the Temporary Relocation Apartment and the return move to the Replacement Apartment.
- 11. Lessee may choose to stay in the Temporary Relocation Apartment, instead of transferring back to a Replacement Apartment, until such time as the Temporary Relocation Apartment building is vacated prior to demolition, at which point the Lessee will have a right to a Replacement Apartment in another Replacement Building. If Lessee does not accept NYCHA's offer to return to a Replacement Apartment within the timeframe NYCHA indicates for acceptance, once the Replacement Building is ready to be reoccupied, Lessee's right to return ends. Any later request by Lessee to return to the Replacement Apartment will be based on availability and NYCHA's standard transfer policies.

This Agreement survives for the duration of the Temporary Relocation, even if Lessee transfers or moves out of the Temporary Relocation Apartment before the Replacement Building is ready to be reoccupied. This Agreement is non-transferable and confers no rights or obligations on other parties, except as stated herein.

HEAD OF HOUSEHOLD	
(PRINT NAME)	
HEAD OF HOUSEHOLD	
(SIGNATURE)	
DATE	
(mm/dd/yyyy)	
CO-HEAD OF HOUSEHOLD	
(PRINT NAME)	
(SIGNATURE)	
DATE	
(mm/dd/yyyy) 	
MANAGEMENT USE ONLY	
Date Received:	 _
New Apartment # Assignment: _	
Received By:	