

SEP 09 2019

DASNY

This FUNDING AGREEMENT includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

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DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK ("DASNY"):

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards, Esq.  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: [grants@dasny.org](mailto:grants@dasny.org)

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THE NYCHA:

New York City Housing Authority  
250 Broadway  
New York, NY 10007  
Contact: Ms. Deborah Goddard  
Phone: (212) 306-8685  
Email: [Deborah.Goddard@nycha.nyc.gov](mailto:Deborah.Goddard@nycha.nyc.gov)

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THE PROJECT:

State Capital Revitalization Plan

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PROJECT LOCATION:

See Exhibit A

FUNDING AMOUNT:

\$450,000,000

FUNDING SOURCE:

State Appropriation

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For Office Use Only:

PROJECT INFORMATION SHEET DATE:

5/16/19

DATE FUNDING AGREEMENT SENT TO NYCHA:

9/4/19

DATE AGREEMENT SIGNED BY NYCHA:

9/5/19

DATE AGREEMENT SIGNED BY DASNY:

9/4/19

EXPIRATION DATE OF THIS AGREEMENT:

9/5/24

PROJECT ID #: «ProjectID»

FMS#:

GranteeID:

«GranteeID» GrantID:

«GrantID»

## TERMS AND CONDITIONS

### 1. The Project

- a) The Funds provided pursuant to this Funding Agreement ("Agreement") shall be used solely for the purpose of paying capital costs incurred by the New York City Housing Authority ("NYCHA") pursuant to a plan approved by the Director of the Budget, in consultation with NYCHA Chair and the Dormitory Authority of the State of New York ("DASNY") in furtherance of certain projects to be undertaken at housing developments owned and operated by NYCHA, as further described in the NYCHA State Capital Revitalization Plan dated August 23, 2019 and as more specifically set forth in the Project Component Budgets as Exhibits A1 through A33 hereto (Exhibit "A") and made a part hereof (each a "Project Component" and collectively, the "Project").
- b) The Project shall be approved by (i) the Independent Monitor established pursuant to the HUD Agreement (as defined below); and (ii) subsequently by the Division of the Budget ("DOB") prior to the disbursement of any funds pursuant to this Agreement. In the event the Project is amended or revised subsequent to the execution of this Agreement, the Monitor and DOB must approve such amendments and/or revisions prior to the disbursement of funds.
- c) The Project shall be compliant with the provisions of Chapter 54 of the Laws of 2019 and the additional sources of law referenced therein (collectively the "enabling legislation" as referenced in this Funding Agreement).
- d) NYCHA shall be solely responsible for all aspects of the Project and completion in accordance with Exhibit A. NYCHA hereby warrants and covenants to undertake the Project in accordance with all applicable labor, environmental, and other applicable laws.

### 2. Coordination with Other Governmental Entities; Project Amendment

- a) The Funds provided pursuant to this Agreement are, and shall continue to be, expressly conditioned upon the approval by the Monitor of an "Action Plan" as such term is defined in Section V of the agreement by and between the U.S. Department of Housing and Urban Development ("HUD"), the United States of America ("SDNY"), NYCHA, and the City of New York dated January 31, 2019 (the "HUD Agreement"), with respect to the Project and the Project Components (the "GDA Action Plan"). NYCHA shall prepare the GDA Action Plan and submit it to the Monitor for review as set forth in subsection 2. b) below. The GDA Action Plan shall include policies and practices to be adopted and specific actions to be taken by NYCHA to successfully complete the Project, including milestones, cost, and other factors deemed relevant by the Monitor. The GDA Action Plan shall be subject to compliance with the provisions set forth in the HUD Agreement.
- b) The Project Components set forth in the GDA Action Plan shall be subject to the same provisions set forth in the HUD Agreement. NYCHA's responsibilities thereunder shall include, without limitation, the preparation and submission to the Monitor of the GDA Action Plan in accordance with the provisions of Section V of the HUD Agreement and shall include the following:

- (i) In accordance with Section V of the HUD Agreement, NYCHA shall submit the GDA Action Plan as an "Action Plan" to the Independent Monitor (the "Monitor") appointed pursuant to the HUD Agreement.
  - (ii) NYCHA shall request review and approval of the GDA Action Plan by the Monitor on a schedule to be set by the Monitor;
  - (iii) The Monitor, once satisfied with the GDA Action Plan, shall approve the GDA Action Plan as an Action Plan under the HUD Agreement and agree to report on the progress of the GDA Action Plan in Quarterly Reports as provided in the HUD Agreement;
  - (iv) NYCHA shall promptly adopt the approved GDA Action Plan as its official policy, procedure and course of action;
  - (v) NYCHA shall exert its best efforts to implement the GDA Action Plan;
  - (vi) NYCHA shall provide copies of any Quarterly Reports from the Monitor, or such other reports or updates on the GDA Action Plan, to the designated representative of the State of New York immediately upon NYCHA's completion or receipt of same; and
  - (vii) In the event that the current Monitor no longer serves in the same capacity and/or the HUD Agreement is amended or terminated to no longer provide for independent monitor oversight, a successor monitor satisfactory to the State of New York shall be appointed for the sole purpose of providing oversight of NYCHA's implementation of the GDA Action Plan. The replacement monitor shall have the same powers and duties with respect to DASNY, DOB and the State as the prior Monitor.
- c) In the event the Monitor does not approve the GDA Action Plan as an Action Plan under the HUD Agreement as referenced in the preceding subparagraph, the Monitor will notify NYCHA, DASNY and the DOB, as defined below, and the following provisions shall apply.
- (i) a revised GDA Action Plan may be prepared and submitted for approval by the New York State Division of the Budget ("DOB"), which approval shall not be unreasonably withheld, in timely consultation with the NYCHA Chair and DASNY in accordance with the provisions of the enabling legislation;
  - (ii) upon approval of DOB, the revised GDA Action Plan shall be resubmitted to the Monitor for approval in accordance with Section V of the HUD Agreement.
  - (iii) DOB acknowledges the 30-day deadline set out in paragraph 36(a) of the HUD Agreement for submitting revised Action Plans to the Monitor and agrees to review and comment on the revised GDA Action Plan consistent with such deadline.
- d) No addition, modification or deletion to the GDA Action Plan shall be effective without obtaining the prior written approval of DOB and the Monitor, in timely consultation with the NYCHA Chair and DASNY.
- (i) Any addition, modification or deletion to the GDA Action Plan shall follow the written amendment process specified in Section V (42) and (43).
  - (ii) NYCHA shall provide DASNY and DOB with notification that a modification to the GDA Action Plan has been requested within five (5) business days of such request for modification.

3. Project Costs; Use of Funds

- a) The NYCHA will undertake the Project in two phases ("Phase 1" and "Phase 2") in accordance with the overall Project budget, as set forth in Exhibit A to this Agreement. Phase 1 shall commence upon the execution of this Agreement; Phase 2 shall commence at a point in time to be agreed upon by DOB, DASNY and NYCHA but, in any event, not later than 14 months after the execution of this Agreement.
- b) NYCHA hereby acknowledges and agrees that NYCHA shall be solely responsible for any and all costs to be incurred to comply with all present and/or future applicable Federal, State, and/or Local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, including but not limited to, any and all provisions pertaining to Environmental Law, Hazardous Material and other material at the Project as described in Section 9 of this Agreement. Without limiting the foregoing, such costs shall include expenses to implement, comply, and remediate any and all required measures in connection therewith.
- c) NYCHA hereby acknowledges and agrees that NYCHA shall comply with all present and future applicable Federal, State, and/or Local laws, rules, regulations, codes, ordinances or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, and any contractual agreements pertaining to compliance with labor laws and provisions relating to minority and women owned enterprises.
- d) NYCHA agrees and covenants to apply the Funding only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life, or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- e) NYCHA agrees and covenants that the Funds shall not be used for costs that are not capital in nature, which include, but shall not be limited to, working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.
- f) NYCHA hereby confirms that the amount of State funds to be disbursed pursuant to this Agreement shall not exceed \$450,000,000. NYCHA shall be solely responsible to pay the Project Costs in excess of that amount. The amounts set forth in Exhibit A shall include all costs needed to purchase, construct and install all equipment so that it is operational and able to be used for its intended purpose in accordance with all applicable laws and regulations. This shall include, but shall not be limited to, all costs for design, planning, and engineering; purchase of materials and equipment; contractors, consultants and other professionals; permitting; testing; compliance with

all labor, environmental, and other applicable laws; and all other Project costs (the "Project Costs").

- g) In the event that NYCHA learns that the Project Costs for any of the Project components set forth in Exhibit A will exceed the budgeted amount, NYCHA shall so notify DOB, DASNY, and the Monitor within 5 business days, using the form attached hereto as Exhibit F. NYCHA shall explain the reason for the budget increase, the amount of the budget increase, and identify the amount and source of the additional funds needed in order to complete each Project component. In order to support the increased cost, NYCHA shall also include the contract for the Project components, and documentation for said component(s) to demonstrate that the procurement has been undertaken in accordance with NYCHA's procurement policy and all applicable laws and regulations. Such notification shall be mailed via overnight mail delivery and emailed to the following addresses:

For DOB:

Jesse Olczak, Chief Budget Examiner  
New York State Division of the Budget  
State Capitol  
Albany, NY 12224

[jesse.olczak@budget.ny.gov](mailto:jesse.olczak@budget.ny.gov), with a copy to [morris.peters@budget.ny.gov](mailto:morris.peters@budget.ny.gov)

For the Monitor:

Bart M. Schwartz – Chairman  
Guidepost Solutions LLC  
415 Madison Avenue, 11th Floor  
New York, NY 10017

[BSchwartz@guidepostsolutions.com](mailto:BSchwartz@guidepostsolutions.com) with a copy to [dbrownell@guidepostsolutions.com](mailto:dbrownell@guidepostsolutions.com)

For DASNY:

Chad Pirro, Assistant Director  
DASNY, Grants Administration Unit  
515 Broadway  
Albany, NY 12207

[cpirro@dasny.org](mailto:cpirro@dasny.org), with a copy to [srichard@dasny.org](mailto:srichard@dasny.org)

- (i) Upon request of DOB, DASNY, or the Monitor, NYCHA agrees to meet to discuss such budget changes, explain the sources of funds available to complete the Project as described in the Plan, and the impact on the overall Project in terms of budget and completion date.
- (ii) Upon a determination that sufficient funds exist to fully fund the Project components set forth in the Plan, and approval of DOB and the Monitor, Exhibit A to the Funding Agreement shall be amended and a copy provided to NYCHA.
- (iii) NYCHA expressly acknowledges and agrees that neither the State nor DASNY has any obligation to make additional funds available to complete the Project as described in the Plan. NYCHA further expressly acknowledges and agrees that neither DASNY nor the State has any obligation to take any steps whatsoever to assist with identifying additional sources of funding.

4. Responsibilities of DASNY

- a) NYCHA understands that DASNY's role in connection with this Funding is to administer the funds to NYCHA in accordance with DASNY's standard Grant Administration procedure. DASNY will not be providing project management services; construction services; or acting in any way, formal or informal, as a project consultant to NYCHA with respect to the implementation of the Project as described in the Plan, as such may be amended pursuant to the terms of this Agreement.
- b) DASNY's primary role during the implementation of the Project Components set forth in the Plan is to maintain knowledge of the Project scope and verify that requests for reimbursement prepared by NYCHA are properly documented. Although DASNY personnel may and/or will periodically visit the Project sites from time to time to verify completion of Project components and/or make inquiries of NYCHA personnel regarding submitted requisitions, these inquiries and/or site visits shall be solely for the purpose of verifying the design and/or construction work performed or installed, operation of equipment or systems, and payment of costs so certified by NYCHA, and such inquiries and/or site visits shall not be interpreted or construed as any type of construction or project management whatsoever.
- c) NYCHA hereby expressly agrees that DASNY personnel shall have the right to conduct periodic site visits on a schedule mutually agreed to between NYCHA and DASNY; report on the project status, compare project status to the requisitions submitted, note any observations, and prepare a written report of the site visit and payment analysis. Such report shall be provided to NYCHA and may be provided to DOB or other parties as deemed necessary and appropriate by DASNY. NYCHA further expressly agrees that DASNY and/or DOB may speak to the Monitor regarding the GDA Action Plan and the implementation thereof, as authorized by Section IV B of the HUD Agreement.
- d) DASNY shall use its best efforts to reimburse NYCHA within 30 calendar days from the date DASNY has approved the complete requisition package submitted for reimbursement. Specifically, within ten (10) days of receiving a requisition package from NYCHA, DASNY shall notify NYCHA whether additional documentation is required prior to making payment to NYCHA. If additional documentation is required to support the requisition package, DASNY shall describe the documentation needed. NYCHA shall provide the requested documentation to DASNY within ten (10) days from the date of the request. If NYCHA cannot provide the requested documentation within ten (10) days, NYCHA shall set forth the date by which the requested documentation will be provided. Upon receipt of the requested documentation, DASNY shall notify NYCHA whether additional documentation is required prior to making payment or specify the date upon which payment shall be made to NYCHA. It is understood that to the 30 day reimbursement period does not commence until DASNY approves the requisition package.

- e) DASNY's single point of contact for the purpose of coordinating activities contemplated by this Agreement, including the requisition process, is set forth below. All inquiries should be directed to:

Chad Pirro, Assistant Director, Grants Administration  
DASNY  
515 Broadway  
Albany, NY 12207.  
(518) 257-3598  
[cpirro@dasny.org](mailto:cpirro@dasny.org)

5. Books and Records

The NYCHA will maintain accurate books and records concerning the Projects for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during NYCHA's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

6. Conditions Precedent to Disbursement of the Funding

No Funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project Components, budgets and timelines in the form of Exhibit A, and an opinion of NYCHA's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) All provisions of Section 1 of this Funding Agreement, including the timely submission of quarterly reports related to the GDA Action Plan, have been fully complied with; and
- (c) The requirements of the enabling legislation have been met; and
- (d) The Funds have been received by DASNY; and
- (e) Prior to each disbursement of Funds, DASNY Staff has reviewed the requisition documents and shall have determined that the costs to be funded by the Funds are adequately supported. It is understood that the site visits described in Section 4(b) above shall not be a prerequisite prior to the payment of each requisition; however, to the extent that issues needing resolution are discovered during a site visit, DASNY reserves the right to withhold funds from subsequent requisitions until the applicable issues are resolved to DASNY's reasonable satisfaction, whether or not the subsequent requisitions are related to the Project and/or Project Component that is the subject of the site visit when the issue(s) are identified; and
- (f) [RESERVED].
- (g) NYCHA certifies that it is in compliance with the provisions of this Funding Agreement and the NYCHA State Capital Plan Agreement. NYCHA further certifies that the Funding will only be used for the Projects set forth in the Plan and listed in Exhibit A hereto.

7. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Funding to the NYCHA, in the manner set forth in, and in accordance with the terms of, Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the NYCHA in the amount of Eligible Expenses actually incurred and paid for by the NYCHA, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the NYCHA's contractor and/or vendor and proof of payment from the NYCHA to the contractor and/or vendor in a form acceptable to DASNY; (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the NYCHA in connection with the Project described herein; and (iv) DASNY review and approval, including without limitation such approval(s) as shall be required under Section 4(d) hereof.
- (b) RESERVED
- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the NYCHA thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the NYCHA written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the NYCHA shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the NYCHA further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the NYCHA has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Funding amount.
- (e) The Funds, or a portion thereof, may be subject to recapture by DASNY as provided in Section 12(c) hereof.

8. Non Discrimination and Affirmative Action

NYCHA shall comply with all applicable provisions relating to non-discrimination and affirmative action.

9. No Liability of DASNY or the State

- (a) DASNY and the State of New York ("State") shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project, and the NYCHA hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for



injury or damage, cost or expense (specifically including, without limitation, actual and reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) resulting from undertaking the responsibilities described in this Agreement, the payment of the Funding by DASNY to the NYCHA or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Project (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

- (b) NYCHA agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Project in violation of any law or regulation.
- (c) NYCHA shall defend, indemnify and hold DASNY and the State harmless from and against all losses (specifically including, without limitation, actual and reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Agreement by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result from operations in or about the Project by NYCHA or its agents, employees or contractors.
- (d) NYCHA shall hold DASNY and the State harmless and indemnify DASNY and the State from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to any and all site material handled, excavated, removed or otherwise disturbed in connection with the Project.
- (e) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, lead in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.
- (f) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

- (g) In the event disposal of Hazardous Material or any other site material is required, NYCHA agrees that it is the lawful owner of such material, and that NYCHA shall be solely responsible for subsequent handling and disposal of such Hazardous Material or other site material as well as any and all waste manifests generated as a result of such disposal. Under no circumstance shall DASNY or the State be deemed to have any ownership interest in the Hazardous Material or any other site material, nor shall DASNY or the State be responsible for the disposal or costs thereof.
- (h) The provisions of this Paragraph shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

10. Insurance

DASNY shall procure a commercial general liability policy or policies of insurance for itself, and each policy shall name NYCHA and the State of New York as an additional insured; or shall provide such coverage through an existing DASNY insurance policy.

11. Warranties and Covenants

The NYCHA warrants and covenants that:

- (a) The Funding shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Funding will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The NYCHA agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the Enabling Legislation, and this Funding Agreement.
- (d) The NYCHA will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The NYCHA is solely responsible for all Project costs in excess of the Funding.
- (f) The NYCHA has sufficient, secured funding for all Project costs in excess of the Funding, and will complete the Projects as described in the Plan, Project Information Sheet and in this Agreement.
- (g) The NYCHA agrees to use its best efforts to utilize the Projects for substantially the same purpose set forth in this Agreement until such time as the NYCHA determines that the Projects are no longer reasonably necessary or useful in furthering the public purpose for which the Funding was made available.
- (h) There has been no material adverse change in the financial condition of the NYCHA since the date of submission of the Project Information Sheet to DASNY.
- (i) No part of the Funding will be applied to any expenses paid or payable from any other funding source.
- (j) The NYCHA owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units,

lab equipment, office furniture and telephone systems, NYCHA will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

- (k) NYCHA is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the ability of NYCHA to undertake the Project, and with all applicable laws, rules, regulations and orders affecting the Project, including but not limited to all provisions set forth in Sections 1 and 9 of this Agreement.
- (l) The NYCHA has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the NYCHA nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Funding or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Funding shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) to the extent permitted by law, religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the NYCHA's Board of Directors or other governing body, or any officer or employee of the NYCHA, or a member of the immediate family of any member of the NYCHA's Board of Directors or other governing body, officer, or employee of the NYCHA has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Funding are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
  - (iv) payment to any member of NYCHA's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

- (p) The relationship of the NYCHA (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The NYCHA covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Plan and in the Project Information Sheet submitted by the NYCHA in connection with the Project and the Funding, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Funding is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Plan or Project Information Sheet, the provisions of this Agreement shall govern. The NYCHA hereby acknowledges that DASNY has relied on the statements and representations made by the NYCHA in the Plan and Project Information Sheet and any supplemental information in making the Funding. The NYCHA hereby represents and warrants that it has made no material misstatement or omission of fact in the Plan or Project Information Sheet, supplemental information, or otherwise in connection with the Funding and that the information contained in the Plan or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The NYCHA hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The NYCHA hereby acknowledges that DASNY has relied on the statements and representations made by the NYCHA in the GQ in making the Funding available in accordance with the provisions set forth in this Agreement, and that the NYCHA will be required to reaffirm the information therein each time a requisition for Funds is presented to DASNY. In addition, NYCHA hereby represents and warrants that it shall continue to be a responsible entity as defined in Executive Order 192, as such Executive Order may subsequently be revised, amended or supplemented.
- (s) The NYCHA is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.
- (t) The NYCHA agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and reasonable discretion to support a requisition for payment, to determine compliance by the NYCHA with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Funding, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of

appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the NYCHA, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - (vi) The NYCHA abandons the Project prior to its completion.
  - (vii) The NYCHA is found to have falsified or modified any documents submitted in connection with this Funding, including but not limited to invoice, contract or payment documents submitted in connection with a NYCHA's request for payment/reimbursement.
  - (viii) Failure to notify DASNY of an event of noncompliance under the HUD Agreement pursuant to Section 11(v) of this Agreement.
- (b) (i) Upon the occurrence of a default by the NYCHA pursuant to Section 12(a)(i-vii) above and written notice by DASNY indicating the nature of the default pursuant to this Agreement, NYCHA shall have sixty (60) days to cure such default by providing documentation demonstrating that the default has been corrected. The State, in its sole discretion, shall have the right to extend the time for opportunity to cure. In the event that the event of default is not cured within the time period specified, then DASNY shall have the right to terminate this Agreement, and such termination shall result in no further obligation on the part of DASNY, DOB, or the State.
- (ii) Upon the occurrence of a default by NYCHA pursuant to Section 12(a)(viii) above, and written notice by DASNY of such default, NYCHA shall provide the information set forth in Section 11(v) of this Agreement within five (5) business days of the written notification. NYCHA, DASNY and the State expressly defer to the process and determination set forth in Section XVI of the HUD Agreement with respect to resolution of the event of noncompliance.
- (c) Upon any such termination, DASNY may withhold any portion of the Funding not yet disbursed and may require repayment of Funds already disbursed. If DASNY determines that any portion of the funding had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

### 13. Term of Agreement

This Agreement shall terminate five (5) years after the latest date set forth on the front page hereof without any further notice to the NYCHA. DASNY, in its sole and reasonable discretion, may extend the term of this Agreement upon a showing by the NYCHA that the Project is under construction and is expected to be completed within the succeeding twelve (12) months.

DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the NYCHA.

- (u) The Agreement was duly authorized, executed and delivered by the NYCHA and is binding on and enforceable against the NYCHA in accordance with its terms.
- (v)
  - (i) In the event that NYCHA has been notified pursuant to Section XVI (90) of the HUD Agreement that it is in noncompliance with the HUD Agreement, NYCHA agrees to notify DASNY within five (5) business days of such notification, and shall explain the reason(s) for the determination of the finding of noncompliance.
  - (ii) NYCHA shall provide DASNY with copies of all documentation provided to and from the Monitor pursuant to Section XVI of the HUD Agreement.
  - (iii) In the event the Monitor Agreement is terminated, extended, or amended in any way, NYCHA shall notify DOB and DASNY within five (5) business days of the date of such termination, extension, or amendment;
- (w) NYCHA agrees to provide the State of New York with a copy of all quarterly reports and approved action plans required pursuant to Section IV(C)(25) and Section V(41) of the Monitor Agreement within five (5) business days of approval. The reports and action plans must clearly set forth the use of the Funds and shall be provided to DASNY and DOB at the addresses set forth in Section 16 of this Agreement. In the event such reports and action plans cannot be provided within a five (5) day period, NYCHA shall provide written notice to DASNY explaining why the reports and/or action plans cannot be provided. A reasonable extension may be granted to NYCHA, but in no event shall such reports and/or action plans be provided more than 15 business days after approval.

## 12. Default and Remedies

- (a) Each of the following shall constitute a default by the NYCHA under this Agreement:
  - (i) Failure to perform or observe any obligation, warranty or covenant of the NYCHA contained herein, or the failure by the NYCHA to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the NYCHA with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Funding.
  - (iii) The making by the NYCHA of any false statement or the omission by the NYCHA to state any material fact in or in connection with this Agreement or the Funding, including information provided in the Plan or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - (iv) The NYCHA shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the

All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

14. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the NYCHA to assure that the NYCHA is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

15. Survival of Provisions

The provisions of Sections 5, 9, 11(n), 11(o) and 14 shall survive the expiration or earlier termination of this Agreement.

16. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page. All notices, demands, requests and other communications to DASNY shall be addressed to:

Chad Pirro, Assistant Director, Grants Administration  
DASNY  
515 Broadway  
Albany, NY 12207

With a copy via email to: [ashaw@dasny.org](mailto:ashaw@dasny.org); [cpirro@dasny.org](mailto:cpirro@dasny.org); [srichard@dasny.org](mailto:srichard@dasny.org).

All notices, demands, requests and other communications to NYCHA shall be addressed to:

Deborah Goddard, EVP, Capital Projects  
New York City Housing Authority  
250 Broadway, 12<sup>th</sup> Floor  
NY, NY 10038

With a copy via email to: [Deborah.Goddard@nycha.nyc.gov](mailto:Deborah.Goddard@nycha.nyc.gov)

All notices, demands, requests and other communications to DOB shall be addressed to:

Jesse Olczak, Chief Budget Examiner  
New York State Division of the Budget  
State Capitol  
Albany, NY 12224

With a copy via email to: [jesse.olczak@budget.ny.gov](mailto:jesse.olczak@budget.ny.gov); [morris.peters@budget.ny.gov](mailto:morris.peters@budget.ny.gov).

17. Assignment

The NYCHA may not assign or transfer this Agreement or any of its rights hereunder.

18. Modification

This Agreement may be modified only by a written instrument executed by the parties to this Agreement and in accordance with the provisions of this Agreement and the HUD Agreement, if applicable.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

20. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of NYCHA's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the NYCHA that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the NYCHA, without prior written authorization from the NYCHA, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

21. Executory Clause

This Agreement shall be deemed executory to the extent of monies made available to DASNY for the purpose of funding the Project.



New York City Housing Authority  
State Capital Revitalization Plan  
Project ID «ProjectID»

This agreement is entered into as of the latest date written below:


DORMITORY AUTHORITY OF THE STATE OF NEW YORK

  
\_\_\_\_\_  
(Authorized Officer Signature)

Michael T. Corrigan, Vice President  
\_\_\_\_\_  
(Printed Name and title)

Date: 9/4/2019

NYCHA: NEW YORK CITY HOUSING AUTHORITY

  
\_\_\_\_\_  
(Authorized Officer Signature)

Vito Montecino General Manager  
\_\_\_\_\_  
(Printed Name and title)

Date: 9/5/19

## FUNDING AGREEMENT

### EXHIBITS

EXHIBIT A	Project Description and Budget Project Component Budgets set forth in A1 through A33
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Budget Modification Request Form

**EXHIBIT A: Project Description and Budget**

(See Exhibits A1-A33 attached hereto)

**State Pipeline Phase I**

**Elevator Replacements**

Development Name	Address	No. of Elev.	Budget
ATLANTIC TERMINAL	483 CARLTON AVENUE	3	\$ 1,855,000
CAREY GARDENS	2315 SURF AVENUE	9	\$ 3,498,000
CONEY ISLAND (4 & 5)	2923 WEST 28TH STREET	6	\$ 2,226,000
CONEY ISLAND 1B	2007 SURF AVENUE	3	\$ 1,908,000
HIGH BRIDGE GARDENS	1065 UNIVERSITY AVENUE	12	\$ 12,720,000
BUTTLER	1320 WEBSTER AVENUE	18	\$ 14,400,000
MITCHEL	175 ALEXANDER AVENUE	20	\$ 11,660,000
QUEENSBRIDGE NORTH	10-05 41ST AVENUE	49	\$ 21,730,000
RICHMOND TERRACE	121 JERSEY STREET	12	\$ 12,720,000
UNITY PLAZA	360 WILLIAMS AVENUE/333 GEORGIA AVE	16	\$ 6,996,000
<b>Total</b>		<b>165</b>	<b>\$ 89,713,000</b>

**Boiler Replacements**

Development Name	Address	No. of Boilers	Budget
830 AMSTERDAM	830 AMSTERDAM AVENUE	2	\$ 4,452,000
BERRY	1718 RICHMOND ROAD	3	\$ 6,678,000
EASTCHESTER	1130 BURKE AVENUE	4	\$ 8,904,000
JACKSON	285 EAST 156TH STREET	4	\$ 6,466,000
MARLBORO	105 AVENUE X	6	\$ 13,356,000
PINK	1165 STANLEY AVENUE	6	\$ 12,190,000
TILDEN	265 LIVONIA AVENUE	4	\$ 6,380,256
OCEAN HILL APARTMENTS	15 MOTHER GASTON BOULEVARD	2	\$ 7,380,063
MARBLE HILL	125 WEST 228TH STREET	6	\$ 13,737,600
<b>Total</b>		<b>37</b>	<b>79,543,919</b>

## State Pipeline Phase II

### Boiler Replacements

Development Name	Address	No. of Boilers	Budget
AMSTERDAM	205 WEST 61ST STREET	4	\$ 9,158,400
BAY VIEW	1540 EAST 102ND STREET	8	\$ 54,816,664
BREVOORT	1839 FULTON STREET	4	\$ 9,158,400
COOPER PARK	20 DEBEVOISE AVENUE	4	\$ 9,158,400
GOWANUS	175 HOYT STREET	6	\$ 41,470,000
JOHNSON	123 EAST 112TH STREET	5	\$ 11,448,000
LINCOLN	1960 PARK AVENUE	5	\$ 11,448,000
MARCY	101 NOSTRAND AVENUE	7	\$ 55,055,000
MOTT HAVEN	340 ALEXANDER AVENUE	4	\$ 9,158,400
RAVENSWOOD	12-15 36TH AVENUE	7	\$ 16,027,200
ROOSEVELT I & II	109 LEWIS AVENUE/ 383 PULASKI STREET	4	\$ 9,158,400
SMITH	10 CATHERINE SLIP	6	\$ 31,460,000
UPACA (site 5)	1980 LEXINGTON AVENUE	2	\$ 4,579,200
VAN DYKE I & II	345 LIVONIA AVENUE/ 430 DUMONT AVENUE	5	\$ 11,448,000
<b>Total</b>		<b>71</b>	<b>283,544,064</b>

# Exhibit A1: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
3 elevators at ATLANTIC TERMINAL	Design Consultants	\$ 148,400	\$ -	\$ 148,400	10/2019	2/2023
	Construction Consultants	\$ 296,800	\$ -	\$ 296,800		
	Construction Contracts	\$ 1,113,000	\$ -	\$ 1,113,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 111,300	\$ -	\$ 111,300		
	Contingency	\$ 185,500	\$ -	\$ 185,500		
	<b>Total</b>	<b>\$ 1,855,000</b>	<b>\$ -</b>	<b>\$ 1,855,000</b>		
<b>Project Description</b>						
Replace 3 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information In Support of Schedule</b>						
Anticipated Project Start Date		Anticipated Design End Date		Anticipated Construction End Date		Duration (Months)
10/2019		8/2020		8/2022		40
Atlantic Terminal - 3 Elevators						

**Exhibit A2: Project Component Budget**  
 New York City Housing Authority  
 State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
9 elevators at CAREY GARDENS	Design Consultants	\$ 279,840	\$ -	\$ 279,840	10/2019	1/2023
	Construction Consultants	\$ 559,680	\$ -	\$ 559,680		
	Construction Contracts	\$ 2,098,800	\$ -	\$ 2,098,800		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 209,880	\$ -	\$ 209,880		
	Contingency	\$ 349,800	\$ -	\$ 349,800		
	<b>Total</b>		<b>\$ 3,498,000</b>	<b>\$ -</b>		

**Project Description**

Replace 9 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
 Construction Consultants 16%  
 Construction Contracts 60%  
 Equipment and Furnishings 0%  
 Other Project Costs (Escalation) 6%  
 Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	7/2022	1/2023	39

Carey Gardens - 9 Elevators

# Exhibit A3: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 elevators at CONEY ISLAND (4 & 5)	Design Consultants	\$ 178,080	\$ -	\$ 178,080	10/2019	8/2022
	Construction Consultants	\$ 356,160	\$ -	\$ 356,160		
	Construction Contracts	\$ 1,335,600	\$ -	\$ 1,335,600		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 133,560	\$ -	\$ 133,560		
	Contingency	\$ 222,600	\$ -	\$ 222,600		
<b>Total</b>		<b>\$ 2,226,000</b>	<b>\$ -</b>	<b>\$ 2,226,000</b>		
<b>Project Description</b>						
Replace 6 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work						
<b>Information in Support of Estimate/Budget</b>						
Historical Cost Estimates: Design Consultants 8% Construction Consultants 16% Construction Contracts 60% Equipment and Furnishings 0% Other Project Costs (Escalation) 6% Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
CONEY ISLAND (4 & 5) - 6 Elevators	10/2019	8/2020	11/2020	2/2022	8/2022	34

**Exhibit A4: Project Component Budget**  
 New York City Housing Authority  
 State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
3 elevators at CONEY ISLAND 1B	Design Consultants	\$ 152,640	\$ -	\$ 152,640	10/2019	1/2023
	Construction Consultants	\$ 305,280	\$ -	\$ 305,280		
	Construction Contracts	\$ 1,144,800	\$ -	\$ 1,144,800		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 114,480	\$ -	\$ 114,480		
	Contingency	\$ 190,800	\$ -	\$ 190,800		
<b>Total</b>		<b>\$ 1,908,000</b>	<b>\$ -</b>	<b>\$ 1,908,000</b>		

**Project Description**

Replace 3 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	7/2022	1/2023	39

Coney Island (1B) - 3 Elevators



## Exhibit A5: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
12 elevators at HIGH BRIDGE GARDENS	Design Consultants	\$ 1,017,600	\$ -	\$ 1,017,600	10/2019	8/2022
	Construction Consultants	\$ 2,035,200	\$ -	\$ 2,035,200		
	Construction Contracts	\$ 7,632,000	\$ -	\$ 7,632,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 763,200	\$ -	\$ 763,200		
	Contingency	\$ 1,272,000	\$ -	\$ 1,272,000		
	<b>Total</b>	<b>\$ 12,720,000</b>	<b>\$ -</b>	<b>\$ 12,720,000</b>		

**Project Description**

Replace 12 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	2/2022	8/2022	34

High Bridge Gardens - 12 Elevators

# Exhibit A6: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
18 elevators at BUTTLER	Design Consultants	\$ 1,152,000	\$ -	\$ 1,152,000	10/2019	2/2023
	Construction Consultants	\$ 2,304,000	\$ -	\$ 2,304,000		
	Construction Contracts	\$ 8,640,000	\$ -	\$ 8,640,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 864,000	\$ -	\$ 864,000		
	Contingency	\$ 1,440,000	\$ -	\$ 1,440,000		
<b>Total</b>		<b>\$ 14,400,000</b>	<b>\$ -</b>	<b>\$ 14,400,000</b>		

**Project Description**

Replace 18 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	8/2022	2/2023	40

Butler - 18 Elevators

# Exhibit A7: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
20 elevators at MITCHEL	Design Consultants	\$ 932,800	-	\$ 932,800	10/2019	6/2023
	Construction Consultants	\$ 1,865,600	-	\$ 1,865,600		
	Construction Contracts	\$ 6,996,000	-	\$ 6,996,000		
	Equipment and Furnishings	-	-	-		
	Other Project Costs	\$ 699,600	-	\$ 699,600		
	Contingency	\$ 1,166,000	-	\$ 1,166,000		
	<b>Total</b>		<b>\$ 11,660,000</b>	<b>-</b>		
<b>Project Description</b>						
Replace 20 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Mitchel - 20 Elevators	10/2019	8/2020	11/2020	12/2022	6/2023	44

# Exhibit A8: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
49 elevators at QUEENSBRIDGE NORTH	Design Consultants	\$ 1,738,400	\$ -	\$ 1,738,400	10/2019	1/2024
	Construction Consultants	\$ 3,476,800	\$ -	\$ 3,476,800		
	Construction Contracts	\$ 13,038,000	\$ -	\$ 13,038,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 1,303,800	\$ -	\$ 1,303,800		
	Contingency	\$ 2,173,000	\$ -	\$ 2,173,000		
<b>Total</b>		<b>\$ 21,730,000</b>	<b>\$ -</b>	<b>\$ 21,730,000</b>		

**Project Description**

Replace 49 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	7/2023	1/2024	51

Queensbridge North - 49 Elevators

## Exhibit A9: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
12 elevators at RICHMOND TERRACE	Design Consultants	\$ 1,017,600	-	\$ 1,017,600	10/2019	7/2022
	Construction Consultants	\$ 2,035,200	-	\$ 2,035,200		
	Construction Contracts	\$ 7,632,000	-	\$ 7,632,000		
	Equipment and Furnishings	-	-	-		
	Other Project Costs	\$ 763,200	-	\$ 763,200		
	Contingency	\$ 1,272,000	-	\$ 1,272,000		
	<b>Total</b>	<b>\$ 12,720,000</b>	<b>-</b>	<b>\$ 12,720,000</b>		
<b>Project Description</b>						
Replace 12 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Richmond Terrace - 12 Elevators	10/2019	8/2020	11/2020	1/2022	7/2022	33

# Exhibit A10: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
16 elevators at UNITY PLAZA	Design Consultants	\$ 559,680	\$ -	\$ 559,680	10/2019	11/2022
	Construction Consultants	\$ 1,119,360	\$ -	\$ 1,119,360		
	Construction Contracts	\$ 4,197,600	\$ -	\$ 4,197,600		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 419,760	\$ -	\$ 419,760		
	Contingency	\$ 699,600	\$ -	\$ 699,600		
	<b>Total</b>	<b>\$ 6,996,000</b>	<b>\$ -</b>	<b>\$ 6,996,000</b>		

**Project Description**

Replace 16 elevators in disrepair including, cars, car doors, machines, machine room ventilation, hoist motors, counter weights, governors, car safety, controls and all related electrical work

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	5/2022	11/2022	37

Unity Plaza - 16 Elevators

**Exhibit A11: Project Component Budget**  
 New York City Housing Authority  
 State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
2 boilers at 830 AMSTERDAM	Design Consultants	\$ 356,160	\$ -	\$ 356,160	10/2019	6/2023
	Construction Consultants	\$ 712,320	\$ -	\$ 712,320		
	Construction Contracts	\$ 2,671,200	\$ -	\$ 2,671,200		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 267,120	\$ -	\$ 267,120		
	Contingency	\$ 445,200	\$ -	\$ 445,200		
<b>Total</b>		<b>\$ 4,452,000</b>	<b>\$ -</b>	<b>\$ 4,452,000</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
830 Amsterdam - 2 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

## Exhibit A12: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
3 boilers at BERRY	Design Consultants	\$ 534,240	\$ -	\$ 534,240	10/2019	6/2023
	Construction Consultants	\$ 1,068,480	\$ -	\$ 1,068,480		
	Construction Contracts	\$ 4,006,800	\$ -	\$ 4,006,800		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 400,680	\$ -	\$ 400,680		
	Contingency	\$ 667,800	\$ -	\$ 667,800		
	<b>Total</b>		<b>\$ 6,678,000</b>	<b>\$ -</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
 Construction Consultants 16%  
 Construction Contracts 60%  
 Equipment and Furnishings 0%  
 Other Project Costs (Escalation) 6%  
 Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	12/2022	6/2023	44

Berry - 3 Boilers



# Exhibit A13: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at EASTCHESTER	Design Consultants	\$ 712,320	\$ -	\$ 712,320	10/2019	6/2023
	Construction Consultants	\$ 1,424,640	\$ -	\$ 1,424,640		
	Construction Contracts	\$ 5,342,400	\$ -	\$ 5,342,400		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 534,240	\$ -	\$ 534,240		
	Contingency	\$ 890,400	\$ -	\$ 890,400		
	<b>Total</b>		<b>\$ 8,904,000</b>	<b>\$ -</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Eastchester - 4 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

# Exhibit A14: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at JACKSON	Design Consultants	\$ 517,280	\$ -	\$ 517,280	10/2019	6/2023
	Construction Consultants	\$ 1,034,560	\$ -	\$ 1,034,560		
	Construction Contracts	\$ 3,879,600	\$ -	\$ 3,879,600		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 387,960	\$ -	\$ 387,960		
	Contingency	\$ 646,600	\$ -	\$ 646,600		
	<b>Total</b>		<b>\$ 6,466,000</b>	<b>\$ -</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers; burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Jackson - 4 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

# Exhibit A15: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 boilers at MARLBORO	Design Consultants	\$ 1,068,480	-	\$ 1,068,480	10/2019	6/2023
	Construction Consultants	\$ 2,136,960	-	\$ 2,136,960		
	Construction Contracts	\$ 8,013,600	-	\$ 8,013,600		
	Equipment and Furnishings	-	-	-		
	Other Project Costs	\$ 801,360	-	\$ 801,360		
	Contingency	\$ 1,335,600	-	\$ 1,335,600		
	<b>Total</b>		<b>\$ 13,356,000</b>	<b>-</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Marlboro - 6 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

# Exhibit A16: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 boilers at PINK	Design Consultants	\$ 975,200	\$ -	\$ 975,200	10/2019	6/2023
	Construction Consultants	\$ 1,950,400	\$ -	\$ 1,950,400		
	Construction Contracts	\$ 7,314,000	\$ -	\$ 7,314,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 731,400	\$ -	\$ 731,400		
	Contingency	\$ 1,219,000	\$ -	\$ 1,219,000		
<b>Total</b>		<b>\$ 12,190,000</b>	<b>\$ -</b>	<b>\$ 12,190,000</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Pink - 6 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

# Exhibit A17: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at TILDEN	Design Consultants	\$ 510,420	\$ -	\$ 510,420	10/2019	6/2023
	Construction Consultants	\$ 1,020,841	\$ -	\$ 1,020,841		
	Construction Contracts	\$ 3,828,154	\$ -	\$ 3,828,154		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 382,815	\$ -	\$ 382,815		
	Contingency	\$ 638,026	\$ -	\$ 638,026		
	<b>Total</b>	<b>\$ 6,380,256</b>	<b>\$ -</b>	<b>\$ 6,380,256</b>		
<b>Project Description</b>						
Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.						
<b>Information in Support of Estimate/Budget</b>						
<b>Historical Cost Estimates:</b>						
Design Consultants 8%						
Construction Consultants 16%						
Construction Contracts 60%						
Equipment and Furnishings 0%						
Other Project Costs (Escalation) 6%						
Contingency 10%						
<b>Information in Support of Schedule</b>						
	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
Tilden - 4 Boilers	10/2019	8/2020	11/2020	12/2022	6/2023	44

## Exhibit A18: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
2 boilers at OCEAN HILL APARTMENTS	Design Consultants	\$ 590,405	\$ -	\$ 590,405	10/2019	6/2023
	Construction Consultants	\$ 1,180,810	\$ -	\$ 1,180,810		
	Construction Contracts	\$ 4,428,038	\$ -	\$ 4,428,038		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 442,804	\$ -	\$ 442,804		
	Contingency	\$ 738,006	\$ -	\$ 738,006		
<b>Total</b>		<b>\$ 7,380,063</b>	<b>\$ -</b>	<b>\$ 7,380,063</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breaching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	12/2022	6/2023	44

Ocean Hill Apartments - 2 Boilers

# Exhibit A19: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 boilers at MARBLE HILL	Design Consultants	\$ 1,099,008	\$ -	\$ 1,099,008	10/2019	6/2023
	Construction Consultants	\$ 2,198,016	\$ -	\$ 2,198,016		
	Construction Contracts	\$ 8,242,560	\$ -	\$ 8,242,560		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 824,256	\$ -	\$ 824,256		
	Contingency	\$ 1,373,760	\$ -	\$ 1,373,760		
	<b>Total</b>		<b>\$ 13,737,600</b>	<b>\$ -</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
10/2019	8/2020	11/2020	12/2022	6/2023	44

Marble Hill - 6 Boilers





# Exhibit A21: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
8 above-grade boilers at BAY VIEW	Design Consultants	\$ 4,385,333	\$ -	\$ 4,385,333	TBD	TBD
	Construction Consultants	\$ 8,770,666	\$ -	\$ 8,770,666		
	Construction Contracts	\$ 32,889,998	\$ -	\$ 32,889,998		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 3,289,000	\$ -	\$ 3,289,000		
	Contingency	\$ 5,481,666	\$ -	\$ 5,481,666		
	<b>Total</b>		<b>\$ 54,816,664</b>	<b>\$ -</b>		

**Project Description**

Perform removal and replacement and / or install new structures, pavements, walkways, fencing and associated site amenities or installation of new facilities. Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**  
 Design Consultants 8%  
 Construction Consultants 16%  
 Construction Contracts 60%  
 Equipment and Furnishings 0%  
 Other Project Costs (Escalation) 6%  
 Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Bay View - 8 Above-Grade Boilers

# Exhibit A22: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at BREVOORT	Design Consultants	\$ 732,672	\$ -	\$ 732,672	TBD	TBD
	Construction Consultants	\$ 1,465,344	\$ -	\$ 1,465,344		
	Construction Contracts	\$ 5,495,040	\$ -	\$ 5,495,040		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 549,504	\$ -	\$ 549,504		
	Contingency	\$ 915,840	\$ -	\$ 915,840		
	<b>Total</b>		<b>\$ 9,158,400</b>	<b>\$ -</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers; burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD
Brevoort - 4 Boilers					

**Exhibit A23: Project Component Budget**  
 New York City Housing Authority  
 State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at COOPER PARK	Design Consultants	\$ 732,672	\$ -	\$ 732,672	TBD	TBD
	Construction Consultants	\$ 1,465,344	\$ -	\$ 1,465,344		
	Construction Contracts	\$ 5,495,040	\$ -	\$ 5,495,040		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 549,504	\$ -	\$ 549,504		
	Contingency	\$ 915,840	\$ -	\$ 915,840		
<b>Total</b>		<b>\$ 9,158,400</b>	<b>\$ -</b>	<b>\$ 9,158,400</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Cooper Park - 4 Boilers

# Exhibit A24: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

DASNY Project ID:

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 above-grade boilers at GOWANUS	Design Consultants	\$ 3,317,600	\$ -	\$ 3,317,600	TBD	TBD
	Construction Consultants	\$ 6,635,200	\$ -	\$ 6,635,200		
	Construction Contracts	\$ 24,882,000	\$ -	\$ 24,882,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 2,488,200	\$ -	\$ 2,488,200		
	Contingency	\$ 4,147,000	\$ -	\$ 4,147,000		
<b>Total</b>		<b>\$ 41,470,000</b>	<b>\$ -</b>	<b>\$ 41,470,000</b>		

**Project Description**

Perform removal and replacement and / or install new structures, pavements, walkways, fencing and associated site amenities or installation of new facilities. Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breaching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimates/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD
Gowanus - 6 Above-Grade Boilers					

# Exhibit A25: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
5 boilers at JOHNSON	Design Consultants	\$ 915,840	\$ -	\$ 915,840	TBD	TBD
	Construction Consultants	\$ 1,831,680	\$ -	\$ 1,831,680		
	Construction Contracts	\$ 6,868,800	\$ -	\$ 6,868,800		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 686,880	\$ -	\$ 686,880		
	Contingency	\$ 1,144,800	\$ -	\$ 1,144,800		
<b>Total</b>		<b>\$ 11,448,000</b>	<b>\$ -</b>	<b>\$ 11,448,000</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Johnson - 5 Boilers

# Exhibit A26: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
5 boilers at LINCOLN	Design Consultants	\$ 915,840	\$ -	\$ 915,840	TBD	TBD
	Construction Consultants	\$ 1,831,680	\$ -	\$ 1,831,680		
	Construction Contracts	\$ 6,868,800	\$ -	\$ 6,868,800		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 686,880	\$ -	\$ 686,880		
	Contingency	\$ 1,144,800	\$ -	\$ 1,144,800		
<b>Total</b>		<b>\$ 11,448,000</b>	<b>\$ -</b>	<b>\$ 11,448,000</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**  
 Design Consultants 8%  
 Construction Consultants 16%  
 Construction Contracts 60%  
 Equipment and Furnishings 0%  
 Other Project Costs (Escalation) 6%  
 Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Lincoln - 5 Boilers

# Exhibit A27: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
7 above-grade boilers at MARCY	Design Consultants	\$ 4,404,400	\$ -	\$ 4,404,400	TBD	TBD
	Construction Consultants	\$ 8,808,800	\$ -	\$ 8,808,800		
	Construction Contracts	\$ 33,033,000	\$ -	\$ 33,033,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 3,303,300	\$ -	\$ 3,303,300		
	Contingency	\$ 5,505,500	\$ -	\$ 5,505,500		
	<b>Total</b>	<b>\$ 55,055,000</b>	<b>\$ -</b>	<b>\$ 55,055,000</b>		

**Project Description**

Perform removal and replacement and / or install new structures, pavements, walkways, fencing and associated site amenities or installation of new facilities. Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Marcy - 7 Above-Grade Boilers

# Exhibit A28: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at MOTT HAVEN	Design Consultants	\$ 732,672	\$ -	\$ 732,672	TBD	TBD
	Construction Consultants	\$ 1,465,344	\$ -	\$ 1,465,344		
	Construction Contracts	\$ 5,495,040	\$ -	\$ 5,495,040		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 549,504	\$ -	\$ 549,504		
	Contingency	\$ 915,840	\$ -	\$ 915,840		
<b>Total</b>		<b>\$ 9,158,400</b>	<b>\$ -</b>	<b>\$ 9,158,400</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

**Historical Cost Estimates:**

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Mott Haven - 4 Boilers



## Exhibit A29: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
7 boilers at RAVENSWOOD	Design Consultants	\$ 1,282,176	\$ -	\$ 1,282,176	TBD	TBD
	Construction Consultants	\$ 2,564,352	\$ -	\$ 2,564,352		
	Construction Contracts	\$ 9,616,320	\$ -	\$ 9,616,320		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 961,632	\$ -	\$ 961,632		
	Contingency	\$ 1,602,720	\$ -	\$ 1,602,720		
	<b>Total</b>		<b>\$ 16,027,200</b>	<b>\$ -</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information In Support of Estimate/Budget**

**Historical Cost Estimates:**  
 Design Consultants 8%  
 Construction Consultants 16%  
 Construction Contracts 60%  
 Equipment and Furnishings 0%  
 Other Project Costs (Escalation) 6%  
 Contingency 10%

**Information In Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD
Ravenswood - 7 Boilers					

**Exhibit A30: Project Component Budget**  
 New York City Housing Authority  
 State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
4 boilers at ROOSEVELT I & II	Design Consultants	\$ 732,672	\$ -	\$ 732,672	TBD	TBD
	Construction Consultants	\$ 1,465,344	\$ -	\$ 1,465,344		
	Construction Contracts	\$ 5,495,040	\$ -	\$ 5,495,040		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 549,504	\$ -	\$ 549,504		
	Contingency	\$ 915,840	\$ -	\$ 915,840		
<b>Total</b>		<b>\$ 9,158,400</b>	<b>\$ -</b>	<b>\$ 9,158,400</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

- Design Consultants 8%
- Construction Consultants 16%
- Construction Contracts 60%
- Equipment and Furnishings 0%
- Other Project Costs (Escalation) 6%
- Contingency 10%

**Information in Support of Schedule**

Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Roosevelt I & II - 4 Boilers

# Exhibit A31: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
6 above-grade boilers at SMITH & ConEd Steam	Design Consultants	\$ 2,516,800	\$ -	\$ 2,516,800	TBD	TBD
	Construction Consultants	\$ 5,033,600	\$ -	\$ 5,033,600		
	Construction Contracts	\$ 18,876,000	\$ -	\$ 18,876,000		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 1,887,600	\$ -	\$ 1,887,600		
	Contingency	\$ 3,146,000	\$ -	\$ 3,146,000		
	<b>Total</b>	<b>\$ 31,460,000</b>	<b>\$ -</b>	<b>\$ 31,460,000</b>		

**Project Description**

Perform removal and replacement and / or install new structures, pavements, walkways, fencing and associated site amenities or installation of new facilities. Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
TBD	TBD	TBD	TBD	TBD	TBD

Smith - 6 Above-Grade Boilers

## Exhibit A32: Project Component Budget

New York City Housing Authority  
State Capital Revitalization Plan

**DASNY Project ID:**

Project Component / Location	Budget Category	DASNY Share (Grant)	NYCHA Share	Total	Anticipated Start Date	Anticipated Completion Date
2 boilers at UPACA (site 5)	Design Consultants	\$ 366,336	\$ -	\$ 366,336	TBD	TBD
	Construction Consultants	\$ 732,672	\$ -	\$ 732,672		
	Construction Contracts	\$ 2,747,520	\$ -	\$ 2,747,520		
	Equipment and Furnishings	\$ -	\$ -	\$ -		
	Other Project Costs	\$ 274,752	\$ -	\$ 274,752		
	Contingency	\$ 457,920	\$ -	\$ 457,920		
	<b>Total</b>		<b>\$ 4,579,200</b>	<b>\$ -</b>		

**Project Description**

Perform replacement of all boiler room equipment, including but not limited to the following: 1) boilers, burners, breeching, fuel oil piping and pumps, control equipment; and all associated piping; 2) condensate receiver and feed water pumps; 3) all required gas works; 4) ironworks; 5) lighting; 6) associated Architectural Work e.g., doors, louvers; and 7) all related electrical and structural work.

**Information in Support of Estimate/Budget**

Historical Cost Estimates:

Design Consultants 8%  
Construction Consultants 16%  
Construction Contracts 60%  
Equipment and Furnishings 0%  
Other Project Costs (Escalation) 6%  
Contingency 10%

**Information in Support of Schedule**

Project Component / Location	Anticipated Project Start Date	Anticipated Design End Date	Anticipated Procurement End Date	Anticipated Construction End Date	Anticipated Completion End Date	Duration (Months)
UPACA (Site 5) - 2 Boilers	TBD	TBD	TBD	TBD	TBD	TBD





**Exhibit B: Opinion of Counsel**







**NEW YORK CITY HOUSING AUTHORITY**  
**LAW DEPARTMENT**  
250 BROADWAY • NEW YORK, NY 10007  
<http://nyc.gov/nycha>

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**GREGORY P. RUSS**  
Chair & CEO

**KELLY D. MACNEAL**  
EVP of Legal Affairs and General Counsel

September 5, 2019

DASNY  
515 Broadway  
Albany, New York 12207  
Attn: Michael E. Cusack, General Counsel

Re: State Capital Revitalization Plan

Ladies and Gentlemen:

I have acted as counsel to the New York City Housing Authority (the "NYCHA") in connection with the Project referenced above. In so acting, I have reviewed a certain Funding Agreement between you and the NYCHA, executed by the NYCHA on September 5, 2019 (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the NYCHA is duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the NYCHA and is binding on and enforceable against the NYCHA in accordance with its terms.

Very truly yours,

A handwritten signature in cursive script that reads "Kelly D. MacNeal".

Kelly D. MacNeal  
EVP of Legal Affairs and General Counsel



EXHIBIT C: See Attached Grantee Questionnaire



DASNY

Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

- 1. GRANTEE (LEGALLY INC. NAME): New York City Housing Authority
2. FEDERAL EMPLOYER ID NO. (FEIN): 13-6400571
3. D/B/A -- DOING BUSINESS AS (IF APPLICABLE):
COUNTY FILED:
4. WEBSITE ADDRESS (IF APPLICABLE): www.nyc.gov/nycha
5. BUSINESS E-MAIL ADDRESS:
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 250 Broadway, New York, NY 10007
7. TELEPHONE NUMBER: 212-306-3000 7. FAX NUMBER: 212-306-8204
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE? [ ] YES [X] NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

- 9. AUTHORIZED CONTACT:
NAME: James Seanlan
TITLE: Vice President for Capital Planning & Design
TELEPHONE NUMBER: 212-306-3927 FAX NUMBER:
E-MAIL: James.Seanlan@nycha.nyc.gov
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 85

Grantee FEIN: 13-6400571

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a)  BUSINESS CORPORATION
- b)  PUBLIC RESEARCH INSTITUTION
- c)  ACADEMIC RESEARCH INSTITUTION
- d)  NOT-FOR-PROFIT RESEARCH INSTITUTION
- e)  NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF  
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f)  NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: \_\_\_\_\_
- g)  LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h)  MUNICIPALITY
- i)  UNIVERSITY/EDUCATIONAL ORGANIZATION
- j)  OTHER - SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:  
 YES  NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

**SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**

**A. DEFINITIONS**

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

**B. GRANT AWARD**

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT?  YES  NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT?  YES  NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY?  YES  NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. \_\_\_\_\_.

IF ANSWER IS "NO". PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS?  YES  NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

### SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES  NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN.  N/A

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS.  N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW?  YES  NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS?  YES  NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY?  YES  NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT?  YES  NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT?  YES  NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY?  YES  NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY?  YES  NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT?  YES  NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE?  YES  NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION?  YES  NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE?  YES  NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE?  YES  NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS?  YES  NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS  YES  NO
  - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION  YES  NO
  - COVERAGE OR CLAIM REQUIREMENTS  YES  NO
  - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT)  YES  NO
  - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS  YES  NO
  - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS  YES  NO
  - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION?  YES  NO
  - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL?  YES  NO

FOR EACH YES ANSWER TO QUESTIONS J-A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.



5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY?  YES  NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: \_\_\_\_\_

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES?  YES  NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?  YES  NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III. QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION?  YES  NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?  YES  NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET?  YES  NO  N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Kelly D Mac Neal  
Signature of Authorized Officer

KELLY D. Mac Neal  
Printed Name of Authorized Officer

General Counsel  
Title of Authorized Officer

Vito Mustaciuolo  
Signature of Chair of the Board of Grantee  
(or other Authorized Officer)

Vito Mustaciuolo  
Print Name of Chair of the Board of Grantee  
(or other Authorized Officer)

GENERAL MANAGER

Sworn to before me this 17<sup>th</sup> day  
of MAY, 2019.  
[Signature]  
Notary Public

Sworn to before me this 17<sup>th</sup> day  
of May, 2019.  
[Signature]  
Notary Public

12/4/2012

**ROBERT J. KUMBATOWIC**  
Notary Public, State of New York  
No. 02KU5068372  
Qualified in Queens County  
Commission Expires 10/28/22 *KINGS*

**ROBERT J. KUMBATOWIC**  
Notary Public, State of New York  
No. 02KU5068372  
Qualified in Queens County  
Commission Expires 10/28/22 *KINGS*

Print Form

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

\_\_\_\_\_

The undersigned, being duly sworn, deposes and says:

1. I am an officer of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter the "Grantee"),  
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on \_\_\_\_\_ in connection with the \_\_\_\_\_ (Grant Program) for \_\_\_\_\_ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

Sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public



NEW YORK CITY HOUSING AUTHORITY  
250 BROADWAY • NEW YORK, NY 10007

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

The New York City Housing Authority ("NYCHA") has completed its required Grantee Questionnaire (the "Questionnaire") in connection with its grant application to the Dormitory Authority of the State of New York. The following responses are submitted as a supplement to the Questionnaire with respect to the questions where NYCHA's response thereon is "yes" or where further information is required.

Further, all of the information disclosed by NYCHA on the Questionnaire or on this supplement pertains solely to NYCHA and not to the individuals of NYCHA. For purposes of clarity, this disclaimer is incorporated by reference in its entirety herein and in the Questionnaire.

### Section I

**Question (11)(J):** Specify the type of business if "other" is checked in response to this question.

Response: NYCHA is a public benefit corporation organized under the laws of the State of New York.

### Section III

**Question 2:** List all contracts that NYCHA has entered into with any New York State Agency, Public Authority or other quasi-state entity, in the past five years.

Response: The list of these contracts is included on Schedule A attached hereto.

**Question 4(f):** Within the past five years has NYCHA been subject to an investigation for a civil violation for any business-related conduct by any federal, state or local agency?

Response: From time to time, the New York State Department of Labor and/or the Public Employee Safety and Health Bureau ("DOL/PESH") will investigate complaints pertaining to the alleged violations that are more fully described in the occupational safety and health disclosure in the response to question 4(n) below.

NYCHA was subject to an investigation, led by the New York City Department of Investigation, into mandated inspections for potential hazardous lead-based paint conditions in NYCHA apartments.

NYCHA was subject to a civil investigation by the United States, led by the United States Attorney for the Southern District of New York, into the health and safety conditions of NYCHA developments and alleged violations of the Federal False Claims Act which has resulted in NYCHA's entering into an Agreement, dated as of January 31, 2019, between NYCHA, the United States Department of Housing and Urban Development, and the City of New York (the "NYCHA/HUD/City Agreement").

From time to time (including within the past five years and currently), NYCHA will receive a notice of a violation from the New York City Department of Environmental Protection, Department of Buildings, and Fire Department. NYCHA's Technical Services Department and/or Capital Projects Division ensure that proper corrective action is taken.

**Question 4(m):** Within the past five years has NYCHA been subject to a consent order with the New York State Department of Environmental Conservation, or a federal, state, or local government enforcement determination involving a violation of federal, state or local laws?

Response:

On June 11, 2018 NYCHA agreed to enter into a Consent Decree with the Federal Government to settle the investigation referred to in the response to Question 4(f) above, led by the United States Attorney for the Southern District of New York, into health and safety conditions at NYCHA developments and alleged violations of the Federal False Claims Act, which was subject to approval by Manhattan Federal Judge William Pauley. Judge Pauley ultimately rejected the Consent Decree. Following Judge Pauley's rejection of the Consent Decree, NYCHA entered into the NYCHA/HUD/City Agreement.

The New York State Department of Environmental Conservation ("NYSDEC") and NYCHA entered into an Order of Consent ("Consent Order") on April 6, 2006 with a term of agreement ending on April 6, 2011. This Consent Order was created to expedite resolution on open petroleum spill case numbers assigned to NYCHA locations. The number of open spill cases upon entering into this Consent Order was 321. This number has been reduced to 94 open cases. NYCHA has submitted documentation for an additional 8 of the 94 open spills for closure to NYSDEC. Although not currently under the Consent Order, NYCHA continues to assess and bring closure to open spills while working closely with NYSDEC. The remedial work will take time. Many of these spills are from bulk storage tanks that may have leaked for an extended period. NYCHA maintains a total of 24 remedial systems that actively recover product from the ground in these cases.

NYCHA has also entered into the Consent Orders listed below with NYSDEC and has received the following notifications from NYSDEC.

On January 14, 2015 NYSDEC and NYCHA entered into a Consent Order relating to pesticide application and reporting violations at the Jackson Houses, Queensbridge North Houses, and Baruch Houses, which resolved the violations with NYCHA paying a penalty.

On July 8, 2015 NYSDEC and NYCHA entered into a Consent Order relating to emissions reporting at the Jefferson Houses, which resolved the violations with NYCHA paying a penalty and submitting the outstanding reports.

On July 20, 2015, NYSDEC and NYCHA entered into a Consent Order relating to Petroleum Bulk Storage violations at Police Service Area 3, which resolved the violations with NYCHA paying a penalty.

On March 1, 2016 NYSDEC and NYCHA entered into a Consent Order relating to sewage discharge violations at Astoria Houses, which resolved the violation with NYCHA paying a penalty.

On June 16, 2016 NYSDEC and NYCHA entered into a Consent Order relating to sewage discharge violations at Hope Gardens, which resolved the violations with NYCHA paying a penalty.

On September 28, 2016 NYSDEC and NYCHA entered into a Consent Order relating to Petroleum Bulk Storage violations at Wagner and Marcy Houses, which resolved the violations with NYCHA paying a penalty.

On November 29, 2016, NYSDEC issued a notice of violation regarding Gravesend, which appears to have been part of a larger investigation of sewage discharges into Coney Island Creek that may or may not have been caused by NYCHA. NYSDEC requested and NYCHA permitted an inspection of the Gravesend property on December 21, 2016 but has not been contacted since.

In June 2017 NYSDEC sent to NYCHA notices of four violations, each subject to a \$500 penalty, alleging failure to properly submit Underground Storage Tank Certifications. On June 5, 2017 NYCHA counsel informed NYSDEC counsel that NYCHA's Technical Services department had mailed the required certifications to NYSDEC Albany.

On or about June 7, 2018, NYCHA was sent a proposed Consent Order relating to petroleum bulk storage violations at Wagner Houses. The Consent Order is in the final stages of negotiation which will resolve the violations with NYCHA paying a penalty.

On April 22, 2019 NYSDEC issued a notice of violation, alleging hazardous waste violations relating to boxes of fluorescent lamps being stored in the basement of Cypress Hill Houses, Building No. 6. NYCHA is still investigating the alleged violation.

**Question 4(n):** Within the past five years has NYCHA been subject to a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of the laws identified below?

Response: Below are explanations for the responses marked "yes" on the Questionnaire:

Federal, State or Local Health Laws, Rules and Regulations: From time to time (including within the past five years and currently), NYCHA will receive a notice of a violation from the Department of Health and Mental Hygiene. NYCHA's Violations Unit will work with the appropriate NYCHA department and personnel to ensure that proper corrective action is taken.

Unemployment Insurance or Workers' Compensation: NYCHA's determinations regarding unemployment insurance are on occasion overturned by the Department of Labor, which includes a finding that NYCHA's janitorial consultants were eligible for unemployment.

Additionally, NYCHA on occasion receives notices with respect to individual workers compensation claims before the New York State Workers Compensation Board, with respect to minor issues such as delayed payments and delayed filing of required documents. Specifically, NYCHA has had fees and penalties assessed in connection with the late production of worker's compensation forms (C-107, C-111, and C-240).

Federal, State or Local Human Rights Laws: In April 2014, Judge Pauley of the United States District Court for the Southern District of New York approved a Stipulation and Order of Settlement ("Stipulation") in *Baez v. NYCHA*, 13-CV-8916, resolving a class action brought on behalf of a class of NYCHA public housing residents with asthma who alleged that NYCHA failed to abate mold and excessive moisture effectively in their apartments in violation of the Americans With Disabilities Act, Section 504 of the Rehabilitation Act, and the Fair Housing Amendments Act. By decision dated December 15, 2015, Judge Pauley held that NYCHA was not in compliance with the Stipulation and appointed a Special Master to determine what steps can be taken to bring NYCHA into compliance. In May 2017, NYCHA launched a one-year pilot program at ten management locations designed to test the root cause analysis and technological tools for remediating mold.

On April 6, 2018, the parties submitted a proposed amended consent decree to the district court. By orders dated April 16, 2018, the district court declined to schedule an approval hearing on the proposed amended consent decree and extended the current stipulation and the appointment of the special master pending further order of the court. The Modified Amended Stipulation and Order of Settlement (the "Modified Stipulation") includes the provisions for retaining an Ombudsperson, an Independent Mold Analyst, and an Independent Data Analyst.

On September 26, 2018, the Court heard arguments concerning ratification of the Modified Stipulation. On November 29, 2018, the Court issued an order approving the Modified Stipulation.

On December 19, 2018, NYCHA updated the new Mold/Mildew Control in NYCHA Residential Buildings.

On January 3, 2019, NYCHA launched training for 2,500 operations staff, including property management and front-line staff who will be able to identify and remediate mold with new tools and protocols. The training is scheduled to be complete by December 2019.

In February of 2019, the Special Master, in consultation with NYCHA, and the Plaintiffs selected the Independent Mold Analyst, Independent Data Analyst and the Ombudsperson as required by the Baez Modified Amended Stipulation and Order of Settlement. The parties and Special Master are currently working together to obtain Court approval of the independent consultants.

On January 31, 2019, NYCHA entered into the NYCHA/HUD/City Agreement resolving USA v. NYCHA, 18-CV-5213, which had been proceeding in the Southern District of New York. While the USA v. NYCHA did not expressly involve Federal, State, or Local Human Rights Laws, the NYCHA/HUD/City Agreement sets forth specific requirements for remediating mold and excessive moisture, expressly incorporates the Baez Modified Stipulation into it (by requiring that NYCHA comply with the terms set forth therein), and provides that NYCHA will provide an "expedited response and application of pest control methods in cases where NYCHA is aware that a resident of the unit has asthma or another condition generally recognized as being caused or exacerbated by exposure to pest infestations".

In the past five years, the New York State Division of Human Rights (the "SDHR"), the United States Department of Housing and Urban Development, and the New York City Commission on Human Rights (the "CCHR") have made certain cause determinations against NYCHA with respect to allegations that NYCHA discriminated against its public housing tenants on the basis of disability. All of those cases have been settled or dismissed, with the last case currently in the process of settling (the parties are signing the Settlement Agreement). There is one case currently pending on the basis of national origin and race discrimination, and NYCHA is contesting that case in the appropriate forum.

On three occasions, the SDHR has also made cause determinations that NYCHA discriminated and/or retaliated against employees on the basis of age, sex, disability, and pregnancy. NYCHA has settled two of these matters, with NYCHA contesting the lone remaining matter in the appropriate forum.

Such cause determinations are not conclusive determinations or final adjudications of any wrongdoing on NYCHA's part.

A Federal, State, or Local Determination of a Willful Violation of any Public Works or Labor Law Regulation: NYCHA was found by the New York City Comptroller's office to be paying an improper rate under Labor Law sec 220 to its elevator mechanics, helper and supervisors. NYCHA remedied this finding by providing back pay at the correct rate for each of these titles going back to 2009. In addition, from time to time, NYCHA receives notices of violations from PESH. NYCHA makes every effort to remediate these violations on a timely basis.

An Occupational Safety and Health Act Citation and Notification of Penalty Containing a Violation Classified as Serious or Willful: As an employer of over 11,000 people, NYCHA will, from time to time, receive notices of alleged violations from the NYS Department of Labor, Public Employee Safety and Health Bureau, the entity which enforces OSHA's rules and regulations for public employers in NYS (including within the past five years and currently). NYCHA's Environmental Health & Safety Department investigates these issues and works with the affected NYCHA departments to ensure that appropriate remedial measures are taken to rectify any violations that currently exist. Upon notification from NYCHA that a violation has been addressed, DOL/PESH will re-inspect the work place to confirm that the issues no longer exist and will advise NYCHA that the violation or citation has been abated.

Schedule A

List of Contracts in Response to Question 2 of Section III

1. NYS Department of Labor: Contract # C014992 8/1/2014 – 7/31/2015 for \$67,277.  
Contact person: Mr. Walter Wrobel 518-457-3427, [walter.wrobel@labor.ny.gov](mailto:walter.wrobel@labor.ny.gov), NYS Department of Labor, Division of Safety and Health, W. Averell Harriman State Office Campus, Building 12, Room 166, Albany, NY 12240.
2. NYS Division of Housing and Community Renewal: Contract # HCR01-C140303-1170000 7/1/2014 – 8/15/2015 for \$742,000.  
Contact person: Eric Williams (212) 480-7192, [EWilliams@nyshcr.org](mailto:EWilliams@nyshcr.org), 25 Beaver St. New York, New York 10004
3. NYS Division of Housing and Community Renewal: Contract # HCR01-C130303-1170000 7/1/2013 – 8/15/2014 for \$742,000.  
Contact person: Eric Williams (212) 480-7192, [EWilliams@nyshcr.org](mailto:EWilliams@nyshcr.org), 25 Beaver St. New York, New York 10004
4. NYS Homes and Community Renewal: Contract # TM05654 9/14/2014 – 9/15/2015 for \$17,500.  
Contact person: Nancy Curan 518-474-2057  
Housing Trust Fund Corporation: 38-40 State St., Albany, NY 12207
5. NYS Division of Homeland Security and Emergency Services # C000760 10/25/15 – 2/20/17 for \$4,919,967.  
Contact person: Richard M Lord 518-242-5000  
NYS Division of Homeland Security and Emergency Services, 1220 Washington Avenue, State Office Campus Building 7A Suite 710, Albany, NY 12242
6. NYS Department of Labor # X19870 10/26/16 – 10/25/17 for \$1,500,000.  
Contact person: Jeffrey H. Sorensen 518-402-4679  
NYS Department of Labor, Research and Statistics, State Office Campus, Building 12, Room 425, Albany, New York 12240.
7. NYS Power Authority Supplemental Long Term Power Supply Agreement 11/30/17-12/31/2027 for NYCHA's purchase of electricity for the costs set forth in the agreement.  
Contact person: Vice President, Economic Development  
NYS Power Authority, 123 Main Street, Mail Stop 10, White Plains, New York 10601



8. NYS Division of Homeland Security and Emergency Services Disaster Relief Funding Agreement, commencing 12/3/15, for the disbursement to NYCHA, as subgrantee, of 2.87 billion of FEMA funds.

Contact person: Andrew X. Feeney  
NYS Division of Homeland Security and Emergency Services, 1220 Washington Avenue, State Office Campus Building 7A Suite 710, Albany, NY 12242

9. NY Green Bank, an unincorporated division of the New York State Energy Research and Development Authority, Loan Agreement, 12/23/16 – 12/22/17, for a loan to NYCHA of up to \$11,000,000.

Contact person: Alfred Griffin  
NY Green Bank, 1359 Broadway, 19<sup>th</sup> Floor, New York, NY 10018

10. DASNY Construction Management Agreement, commencing 2/12/16 and continuing until the occurrence of certain events set forth in the agreement, for the expenditure of certain appropriations for construction management services.

Contact person: Kay M. Edwards 518-257-3000  
DASNY, 515 Broadway, Albany, New York 12207

The following DASNY Grant Disbursement Agreements (each a "GDA"):

- a. GDA for \$125,000, with DASNY project ID 6582
- b. GDA for \$375,000, with DASNY project ID 6413
- c. GDA for \$750,000, with DASNY project ID 5206
- d. GDA for \$100,000, with DASNY project ID 5767
- e. GDA for \$1,400,000, with DASNY project ID 5771
- f. GDA for \$2,100,000, with DASNY project ID 6291
- g. GDA for \$730,000, with DASNY project ID 6814
- h. GDA for \$1,500,000, with DASNY project ID 6744
- i. GDA for \$500,000, with DASNY project ID 6567
- j. GDA for \$500,000, with DASNY project ID 5300

AGREEMENT

This Agreement is entered into this 31st day of January 2019, by and between the U.S. Department of Housing and Urban Development (“HUD”), the New York City Housing Authority (“NYCHA”), and New York City (“the City”).

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I. Recitals

1. WHEREAS, under the United States Housing Act of 1937, as amended, 42 U.S.C. § 1437 *et seq.*, HUD is responsible for administering low income housing programs;
2. WHEREAS, NYCHA is a Public Housing Agency that receives federal financial assistance from HUD to administer its public housing program;
3. WHEREAS, NYCHA, in accordance with the Annual Contributions Contract and related regulations related to the grant effected pursuant to the Annual Contributions Contract, is required to, among other things, provide decent, safe, and sanitary housing for the public housing residents of New York City and comply with federal law protecting children from the hazards of lead poisoning;
4. WHEREAS, on June 11, 2018, the United States filed a complaint in the United States District Court for the Southern District of New York (the "Complaint"). The Complaint set forth the findings of the United States' investigation, alleging, among other things, that NYCHA had routinely failed to comply with lead-based paint safety regulations; had failed to provide decent, safe, and sanitary housing, including with respect to the provision of heat and elevators and the control and treatment of mold and pests; and had repeatedly misled HUD through false statements and deceptive practices;
5. WHEREAS, in a Consent Decree executed June 11, 2018, NYCHA made admissions regarding, among other things, deficiencies in physical conditions with respect to lead, mold, heating, elevators and pests, untrue statements to HUD regarding the conditions of NYCHA properties, and practices with regard to Public Housing Assessment System inspections;
6. WHEREAS, based on NYCHA's misconduct as detailed in the Complaint, on January 31, 2019, the Secretary of HUD (the "Secretary") declared that NYCHA is in substantial default within the meaning of Section 6(j)(3)(A) of the U.S. Housing Act. *See* 42 U.S.C. § 1437d(j)(3)(A);
7. WHEREAS, HUD is not taking possession of NYCHA or appointing a receiver at this time. Rather, HUD has determined that the terms of this Agreement constitute an "arrangement[] acceptable to the Secretary and in the best interests of the public housing residents . . . for managing all, or part, of the public housing administered by the agency or of the programs of the agency" within the meaning of 42 U.S.C. § 1437d(j)(3)(A)(v);
8. WHEREAS, the purpose of this voluntary Agreement is to remedy the deficient physical conditions in NYCHA properties, ensure that NYCHA complies with its obligations under federal law, reform the management structure of NYCHA, and

facilitate cooperation and coordination between HUD, NYCHA, and the City during the term of this Agreement; and

9. WHEREAS, the City agrees to provide the funding as set forth in Section VI.
10. WHEREAS, except as provided in this Agreement, NYCHA shall maintain control of its operations and shall be responsible for implementing the action plans described in this Agreement and meeting the physical conditions standards set forth in Exhibit A and Exhibit B;
11. WHEREAS, the United States Attorney's Office for the Southern District of New York ("SDNY") will, within 14 days of the appointment of the Monitor, file appropriate papers with the U.S. District Court to obtain dismissal, without prejudice, of the Complaint;
12. NOW, THEREFORE, HUD, NYCHA, and the City, in consideration for their mutual promises, agree to be legally bound, as follows:

## II. Definitions

13. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:
  - a. "Action Plan" shall have the meaning provided in paragraph 35.
  - b. "Agreement" means this Agreement.
  - c. "Board" means the board of NYCHA, including all of its members.
  - d. "Chair" or "NYCHA Chair" means the chairperson of NYCHA.
  - e. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.
  - f. "Effective Date" has the meaning provided in Section XII.
  - g. "EPA" means the U.S. Environmental Protection Agency.
  - h. "Housing Act" or "Act" means the U.S. Housing Act of 1937, set forth at 42 U.S.C. § 1437d.
  - i. "HUD" means the U.S. Department of Housing and Urban Development.
  - j. "Monitor" means the individual serving as Monitor pursuant to Section III of this Agreement, as well as his or her consultants,

staff, or designees, except where expressly provided otherwise in this Agreement.

- k. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral, including subparts thereto.
- l. "Party" means HUD and NYCHA and, with respect to its commitments under this Agreement, the City.
- m. "Quarter" means each three-month period ending March 31, June 30, September 30, and December 31 of each calendar year.
- n. "Quarterly Report" means the reports described in paragraphs 25 to 26 of this Agreement.
- o. "Secretary" shall mean the Secretary of the U.S. Department of Housing and Urban Development or his or her designee, who shall be the Deputy Secretary, the Assistant Secretary of the Office of Public and Indian Housing, or a Deputy Assistant Secretary in the Office of Public and Indian Housing.
- p. "Section" shall mean a portion of this Agreement identified by a roman numeral.
- q. "Work Plan" shall mean the set of compliance requirements, standards, and deadlines contained in the document set forth herein as Exhibit A and Exhibit B.

### III. Applicability

- 14. The obligations of this agreement apply to apartment units, common areas, residential buildings, and building sites consisting of public housing owned or operated by NYCHA and receiving funding through Section 9 of the Housing Act.
- 15. If, due to a conversion program an apartment unit, common area, residential building, or building site is no longer operated by NYCHA and receiving funds through Section 9 of the Housing Act, then the obligations of this agreement shall no longer apply as to those conversions as of the closing of the applicable transaction, except that, with regard to transactions closed more than six months after the Effective Date, NYCHA shall ensure that, during the construction period, the project developer abates lead-based paint in compliance with the lead abatement standards of 24 C.F.R. § 35.930(d), regardless of the dollar value of rehabilitation. Following abatement, NYCHA shall provide to the Monitor a clearance report pursuant to 24 C.F.R. § 35.1340(c).

#### IV. Monitorship

##### A. Selection and Costs

16. After consultation with NYCHA and the City, HUD and SDNY shall require the City to appoint an individual selected by HUD and SDNY and chosen on the basis of merit to serve as the Monitor.
17. In the event that the individual serving as Monitor resigns or otherwise ceases to serve as Monitor, HUD and SDNY shall jointly designate a replacement Monitor. The replacement Monitor shall be an individual chosen on the basis of merit. HUD and SDNY will provide the City an opportunity to provide its views to with respect to possible replacement Monitors.
18. The Monitor may engage such staff, expert consultants, or other third-party contractors as he or she deems appropriate to use his or her powers fully and perform his or her responsibilities fully.
19. The Monitor shall submit an annual budget for the monitorship, including work, staff, expert consultants or other third-party contractors engaged by the Monitor, to HUD, SDNY, NYCHA and the City for approval.
  - a. Any dispute over the Monitor's budget shall be submitted to the Secretary for final decision.
  - b. The Monitor's approved annual budget shall be made publicly available.
  - c. Amendments to the budget shall proceed through the same process described in this paragraph.
  - d. The Monitor shall notify HUD, SDNY, NYCHA and the City when the Monitor has spent 75% of an approved annual budget.
  - e. If the Monitor exceeds the approved annual budget, the Monitor shall inform the City promptly after becoming aware of the overrun and shall submit to HUD, SDNY, NYCHA and the City a detailed explanation for the overrun, as well as a proposed amended budget reflecting the cost overrun and any other necessary adjustments pursuant to the process for amended budgets.
20. The City shall pay the approved costs of the monitorship. Such costs shall be in addition to the City Funding described in Section VII.

**B. General Powers**

21. The Monitor, HUD, EPA and SDNY shall have, solely for the purposes of this agreement, full access to all information in NYCHA's possession, including but not limited to data systems, documents, and materials, and they shall have full access to all programs, services, facilities, and premises under the control of NYCHA. Nothing herein limits the ability of HUD, EPA, and SDNY to use such information, once accessed, for any enforcement purpose. The Monitor, HUD, EPA and SDNY shall comply with any applicable federal law regarding personally identifiable information to which the Monitor, HUD, EPA and SDNY obtain access. This provision does not permit access to information protected by the attorney-client privilege or the attorney work product protection without NYCHA's consent. Nothing in this Agreement will otherwise restrict or limit any existing rights to access of HUD, EPA or SDNY.
22. The Monitor may communicate with NYCHA officers, employees, contractors, managers, board members, or residents without notice to NYCHA and without NYCHA's permission or presence, provided that such individuals shall not provide any information subject to the attorney-client privilege or attorney work product protection without NYCHA's consent. NYCHA shall make any such individuals within its control available to the Monitor upon request.
23. The Monitor may communicate at his or her discretion with any Party, the public, NYCHA residents, and representatives of any federal, state, or local United States entity.
24. The Monitor shall not be responsible for NYCHA's day-to-day operations. Nothing in this paragraph is intended to limit the powers of the Monitor otherwise granted under this Agreement.

**C. Reporting**

25. The Monitor shall submit a Quarterly Report, beginning after the first full quarter after the date of appointment, to HUD, EPA, and SDNY, setting out:
  - a. The work performed by the Monitor during the relevant period;
  - b. The extent to which NYCHA is complying with the Agreement, including Exhibit A and Exhibit B;
  - c. Objective data showing NYCHA's progress toward achievement of the requirements in Exhibit A and Exhibit B; and
  - d. Any other information the Monitor may deem appropriate regarding matters covered by the Agreement.
26. The Quarterly Reports or a summary thereof shall be made publicly available on NYCHA's website.

27. NYCHA shall meet with the Monitor, HUD, EPA and SDNY (at their discretion) to review the Monitor's Quarterly Reports and discuss strategies for improving NYCHA's performance. In addition, upon request by HUD, EPA, or SDNY, the Monitor shall meet with them (individually or collectively) to review NYCHA's performance under this Agreement, including to review the Monitor's Quarterly Reports.
28. The Quarterly Report issued five years from the Effective Date, and each Quarterly Report thereafter, shall include an assessment of whether NYCHA meets the Criteria for Termination, as described in paragraph 86.

**D. Community Engagement**

29. The Monitor shall engage with NYCHA stakeholders, including residents and resident groups, regarding matters related to the Agreement.
30. The Monitor shall periodically (but at least quarterly) convene a Community Advisory Committee, consisting of NYCHA stakeholders such as NYCHA's Resident Advisory Board; resident, community, and employee representatives; senior NYCHA managers; and other relevant stakeholders to solicit input regarding the achievement of the Agreement's purpose.
31. The Monitor shall establish procedures for the Monitor to communicate with and solicit comment from residents, resident groups, and other NYCHA stakeholders outside of the Community Advisory Committee.

**E. Coordination**

32. The Monitor shall coordinate with any court-appointed officers addressing matters covered by this Agreement, including the Special Master appointed in *Baez v. NYCHA*, No. 13 Civ. 8916 (S.D.N.Y.).

**V. Compliance Requirements and Action Plans**

33. NYCHA will implement and achieve substantial compliance with the requirements of Exhibit A and Exhibit B by the deadlines set forth therein.
34. NYCHA shall cooperate in all respects with actions taken by the Monitor under this Agreement.
35. NYCHA will prepare Action Plans setting forth policies and practices to be adopted and specific actions to be taken by NYCHA to achieve the obligations set forth in Exhibit A and Exhibit B and comply with the terms of this Agreement.
36. NYCHA shall submit each such Action Plan to the Monitor, with a copy to HUD and SDNY, for approval on a schedule set by the Monitor. Upon receipt of a proposed Action Plan submitted by NYCHA, the Monitor shall approve or reject the Action Plan as submitted within a reasonable time. The Monitor shall consider



public health and safety, cost, and other factors deemed relevant by the Monitor in reviewing a proposed Action Plan.

- a. If the Action Plan is rejected, the Monitor shall inform NYCHA (in writing if so requested by NYCHA) of the reasons the Action Plan is rejected. NYCHA shall promptly submit a revised proposed Action Plan addressing the deficiencies in the original Action Plan identified by the Monitor.
- b. If NYCHA is unable to submit a revised proposed Action Plan acceptable to the Monitor within 30 days of the rejection, the Monitor may submit a proposed revised Action Plan to NYCHA, HUD and SDNY. Within 21 days of submission of the Monitor's proposal, NYCHA may submit comments on the proposal to HUD and SDNY. HUD and SDNY shall consider the Monitor's proposal and NYCHA's comments.
- c. After considering the submissions and consultation with the Monitor, HUD (and, with respect to a revised proposed Action Plan implementing Exhibit A, SDNY) may approve the Monitor's proposal, approve NYCHA's proposal, approve either proposal with modifications, or reject the proposals. NYCHA and the Monitor shall be provided with notice of and a reasonable opportunity to comment on any non-de minimis modifications to the proposals submitted before a modified proposal goes into effect.
- d. Nothing in the foregoing shall prevent NYCHA from taking actions it determines are necessary in the interest of residents while approval of an Action Plan is pending.

37. An Action Plan shall set forth policies and practices to be adopted and specific actions to be taken by NYCHA to achieve sustained compliance with particular aspects of this Agreement. Each Action Plan shall include interim milestones to be achieved by specified completion dates for all obligations due more than 60 days from the date of the Action Plan. An Action Plan may include, among other things, changes to policies, procedures, systems, personnel and management structures.

38. An Action Plan may set forth a methodology for calculating metrics contained in Exhibit A and Exhibit B, provided that such methodology is consistent with the terms of those Exhibits.

39. Any proposed revised Action Plan of the Monitor may direct NYCHA to select an independent contractor to perform work called for by an Action Plan. The Monitor shall give such direction through a revision to an Action Plan when the Monitor believes it is important to achieve or sustain NYCHA's compliance with

the Agreement, taking into consideration public health and safety, cost, and other factors deemed relevant by the Monitor. The selection of an independent contractor pursuant to this paragraph shall be through an open and public bidding process, consistent with applicable law, which shall detail the scope of work. NYCHA, in consultation with the Monitor, shall make the selection of an independent contractor based upon the contractor's experience, skill, expertise, and the estimated time and cost of repairs.

40. NYCHA shall promptly adopt each approved Action Plan as its official policy, procedure and course of action and shall use best efforts to implement such Action Plan. The obligation to use "best efforts" with respect to Action Plans does not diminish NYCHA's obligation to achieve substantial compliance with the requirements of Exhibit A and Exhibit B. An Action Plan shall not waive or affect any requirements of this Agreement, including Exhibit A and Exhibit B, which requirements shall be binding on NYCHA independently of any Action Plan.
41. NYCHA shall post each approved Action Plan on its public website.
42. The Monitor may direct NYCHA to submit, by a date certain, a replacement for or modification to any previously approved Action Plan. Such replacement or modified Action Plan will be subject to the process described in paragraphs 36 to 41.
43. At NYCHA's request, the Monitor will consider whether a modification to one or more requirements of Exhibit A, Exhibit B, or an approved Action Plan will further the purposes of this Agreement. If the Monitor determines that modifying such requirement will further the purposes of the Agreement, the Monitor may propose such modification to HUD and SDNY (and EPA as to a modification to Exhibit A). If HUD and SDNY (in consultation with EPA as to Exhibit A) concur in a proposed modification, such modification will go into effect and be a binding part of this agreement.

## **VI. Institutional Changes**

### **A. Change in Leadership**

44. The City shall follow the following process to select a permanent Chair and CEO for NYCHA:
  - a. By 30 days after the Effective Date, a list of candidates for the position of Chair and CEO shall be jointly developed by the City, HUD, and SDNY. Every candidate on the list shall be jointly agreed to by the City, HUD, and SDNY. The City, HUD, and SDNY shall have the opportunity to interview any candidates.
  - b. By the end of the 30 day period after the list of candidates is finalized, the City shall select a permanent Chair and CEO for

NYCHA from the jointly-developed list of candidates. If the selected candidate accepts the position, the selected candidate will begin serving as NYCHA Chair and CEO within 30 days of the candidate's selection, unless the candidate's personal circumstances require the candidate to start at a later date. If a selected candidate does not accept the position, the City may choose another individual from the list of candidates for the position, and that individual will begin serving as NYCHA Chair and CEO within 30 days of the candidate's selection, unless the candidate's personal circumstances require the candidate to start at a later date. In the alternative, the City may choose to restart the selection process set forth in this paragraph 44, in which case a new joint list shall be developed within 30 days of the date the selected candidate declined the position.

- c. The time periods in subparagraphs 44(a)-(b) shall, upon agreement by HUD, SDNY, NYCHA, and the City, be reasonably extended if extraordinary circumstances necessitate such an extension.
- d. During the term of this Agreement, NYCHA's Chair and CEO shall not be removed or replaced without the concurrence of HUD and SDNY.
- e. During the term of this Agreement or ten years, whichever is shorter, any vacancy in this position shall be filled pursuant to the process set out in this paragraph.

**B. Organizational Plan**

45. No later than 60 days after the appointment of the Monitor, the City shall engage a third-party management consultant selected jointly by the City and the Monitor. The consultant shall examine NYCHA's systems, policies, procedures, and management and personnel structures, and make recommendations to the City, NYCHA, and the Monitor to improve the areas examined.
- a. The consultant shall have full access to all information in NYCHA's possession not covered by the attorney-client privilege or attorney work product protection, including but not limited to data systems, documents, and materials, and they shall have full access to all programs, services, facilities, and premises under the control of NYCHA.
  - b. The City shall pay any costs and fees of the consultant.
  - c. The consultant's scope of work shall be jointly developed by the Monitor, NYCHA, and the City.

- d. The consultant shall deliver a final report and recommendations to the City, NYCHA, and the Monitor, with copies to HUD, EPA and SDNY, no later than a deadline to be set by the Monitor.
46. The Monitor and NYCHA collaboratively shall prepare an "Organizational Plan" setting forth changes to NYCHA's management, organizational, and workforce structure (including work rules), and overarching policies necessary or appropriate to achieve sustained compliance with NYCHA's obligations under this Agreement. The Organizational Plan may include, among other things, changes to the roles, responsibilities, authorities, and reporting lines of NYCHA's Chair, General Manager, and Board. The Organizational Plan shall address the recommendations of the third-party management consultant and explain any deviations from those recommendations.
47. The proposed Organizational Plan shall be submitted to HUD, SDNY, and the City no later than six months from the receipt of the consultant's report. After consultation with and concurrence by HUD and SDNY, the Organizational Plan shall be considered final.
48. If NYCHA and the Monitor are unable to agree on an Organizational Plan, then the Monitor shall develop his or her own Organizational Plan and shall provide copies of the plan to NYCHA, the City, HUD, and SDNY. The Monitor shall consider public health and safety, cost, and other factors deemed relevant by the Monitor in developing the Organizational Plan.
- a. Within 21 days of submission of the Monitor's proposal, NYCHA may make a submission regarding the proposal to HUD and SDNY. HUD and SDNY shall consider the Monitor's proposal and NYCHA's comments.
  - b. After considering the submissions and consultation with the Monitor, HUD and SDNY may approve the Monitor's proposal, approve NYCHA's proposal, approve either proposal with modifications, or reject the proposals. NYCHA and the Monitor shall be provided with notice of and a reasonable opportunity to comment on any non-de minimis modifications to the proposals submitted before a modified proposal goes into effect.
49. Once an Organizational Plan has been approved, NYCHA shall promptly adopt it as its official policy, procedure and course of action and shall use best efforts to implement it.
50. Nothing in the foregoing shall prevent NYCHA from taking actions it determines are necessary in the interest of residents while approval of an Organizational Plan is pending.

51. The Monitor and NYCHA may develop and issue a replacement for or modification to any previously approved Organizational Plan. Paragraphs 47 through 49 shall apply to such replacement or modification.
52. NYCHA shall report in writing to the Monitor, HUD, and SDNY on its compliance with the Organizational Plan sixty days after it is issued, and every sixty days thereafter until the Organizational Plan is fully implemented.

**C. Compliance Department**

53. No later than 45 days after the appointment of the Monitor, NYCHA, in consultation with the Monitor, shall establish and maintain a Compliance Department that will serve the following functions:
  - a. Overseeing NYCHA's regulatory compliance with regard to federal, state, and local obligations.
  - b. Ensuring the accuracy of external reporting and statements by NYCHA.
  - c. Ensuring that NYCHA management and staff receive appropriate compliance training.
  - d. Maintaining a forum for employee, contractor, and resident complaints (including anonymous complaints) regarding compliance issues, and taking action on such complaints as appropriate.
  - e. Ensuring the integrity of PHAS and other inspections at NYCHA.
  - f. Advising the Environmental Health and Safety Officer (described below) of any information obtained by the Compliance Department that relates to environmental health and safety issues.
  - g. Coordinating with the Environmental Health and Safety Officer regarding issues that impact both compliance and environmental health and safety.
  - h. Reporting to the Monitor regarding any compliance issues identified during the term of the Agreement.
54. The Compliance Department shall be headed by a Chief Compliance Officer appointed by NYCHA with the concurrence of the Monitor, after providing HUD and SDNY an opportunity to comment. Except insofar as otherwise provided in the Organizational Plan, the Chief Compliance Officer shall report directly to NYCHA's Chair.

**D. Environmental Health and Safety Department**

55. No later than 45 days after appointment of the Monitor, in consultation with the Monitor, NYCHA shall create an Environmental Health and Safety Department that will serve the following functions:
- a. Analyzing, overseeing, and improving environmental health and safety at NYCHA, which shall include but not be limited to issues relating to lead-based paint, mold, heating, pests, elevators, air quality, and other aspects of NYCHA's physical environment that affect residents' health or safety.
  - b. Reporting to NYCHA's senior management and Board on environmental health and safety issues.
  - c. Making recommendations to NYCHA's senior management and Board for improvement and correction of any environmental health and safety issues at NYCHA.
  - d. Communicating with the public and stakeholders regarding environmental health and safety issues, including by maintaining a forum for employee and resident complaints (including anonymous complaints) regarding environmental health and safety issues.
  - e. Advising the Chief Compliance Officer of any information obtained by the Environmental Health and Safety Department that relates to regulatory compliance.
  - f. Coordinating with the Chief Compliance Officer regarding issues that impact both compliance and environmental health and safety.
  - g. Ensuring the proper application of lead paint interim controls and proper abatement of lead paint.

56. The Environmental Health and Safety Department shall be headed by an Environmental Health and Safety Officer appointed by NYCHA with the concurrence of the Monitor, after providing HUD and SDNY an opportunity to comment. Except insofar as otherwise provided in the Organizational Plan, the Environmental Health and Safety Officer shall report directly to NYCHA's Chair.

**E. Quality Assurance Unit**

57. No later than 45 days after appointment of the Monitor, in consultation with the Monitor, NYCHA shall create a Quality Assurance Unit that will serve the following functions:
- a. Identifying maintenance performance problems that are related to particular buildings, units, managers, or staff.

- b. Using available information and research tools, including work-order data, resident interviews, employee interviews, and site visits.
- c. Considering both performance on individual work orders and also performance of maintenance repairs from the first identification of need to the ultimate correction of the problem (“end-to-end”).
- d. Reviewing work performed by NYCHA in advance of PHAS inspections to determine whether that work was industry-standard quality.
- e. Verifying and contributing to compliance with the Agreement insofar as the Agreement bears on maintenance work at NYCHA.
- f. Communicating with the public and stakeholders regarding quality assurance issues, including maintaining a forum for employee and resident complaints (including anonymous complaints), regarding quality assurance issues.
- g. Providing relevant Quality Assurance Unit findings to NYCHA managers, including the General Manager, and (during the term of the Agreement) to the Monitor, SDNY, and HUD.

58. The Quality Assurance Unit shall be headed by a Quality Assurance Officer appointed by NYCHA with the concurrence of the Monitor, and after providing HUD and SDNY an opportunity to comment. Except insofar as otherwise provided in the Organizational Plan, the Quality Assurance Officer shall report directly to NYCHA’s General Manager.

59. No later than 60 days after the appointment of the Monitor, NYCHA shall provide the HUD, SDNY, and the Monitor with a certification of compliance with paragraphs 53 to 59.

**F. PHAS Inspections**

60. NYCHA will not use deceptive practices with respect to PHAS inspections, will make all improvements in accordance with PIH Notice No. 2016-03, Uniform Physical Condition Standard (UPCS) Deficiencies and Industry Standard Repairs, July 11, 2016 or any subsequent or superseding guidance; will ensure that all maintenance repairs are performed to established industry standards and workmanship; and will ensure that properties meet HUD’s decent, safe, sanitary, and in good repair standards at all times.

61. NYCHA shall design internal controls to prevent deceptive practices including:

- a. Covering up/hiding conditions.

- b. Performing substandard repairs.
  - c. Performing work in common areas after an inspection begins, other than for emergency health and safety issues.
  - d. Performing work in selected or alternate units after such units have been identified, other than for emergency health and safety issues.
62. NYCHA's Chief Compliance Officer will be responsible for preventing deceptive practices with respect to PHAS investigations and ensuring compliance with HUD regulations and guidelines with respect to PHAS inspections. These responsibilities will include, but not be limited to:
- a. Ensuring that training is provided to NYCHA employees on the regulations and guidelines with respect to PHAS inspections, including in particular the importance of not committing deceptive practices in PHAS inspections.
  - b. Routinely advising employees to report deceptive or otherwise improper PHAS practices to the Chief Compliance Officer.
  - c. Investigating such complaints as well as forwarding such complaints to the HUD and SDNY, and otherwise as required by applicable law.
  - d. Working with the Quality Assurance Unit to identify instances of improper work in connection with a PHAS inspection; provided, however, that the QA Unit's role is to identify maintenance needs and ensure the quality of work done throughout NYCHA throughout the year, and not to perform pre-PHAS maintenance itself.
  - e. Reviewing available data to identify any instances of improper work in connection with a PHAS inspection, including, but not limited to, those identified by the QA unit.
  - f. Recommending discipline for any managers or staff who conduct deceptive practices in PHAS inspections.
  - g. Nothing in this section limits NYCHA residents', NYCHA contractors', or NYCHA employees' ability to raise issues with any other federal, state, or local government entity.
  - h. By ninety (90) days after the appointment of the Monitor, NYCHA will submit an Action Plan to the Monitor for meeting the requirements discussed in this Section ("PHAS Inspections"). This Action Plan will be subject to the procedures of paragraphs 36-42.



## VII. City Funding

63. To assist NYCHA in its compliance with this Agreement, including Exhibit A and Exhibit B, and implementation of Action Plans adopted hereunder, the City agrees to provide financial support to NYCHA as follows:
- a. to provide the capital funding to NYCHA through Fiscal Year (“FY”) 2027 reflected in Exhibit C under the heading “Capital Items,” including allocations that flow to NYCHA developments through the Department of Housing Preservation and Development. NYCHA and the Monitor shall have maximum flexibility as provided by law with respect to the projects for which these funds are utilized. Nothing in this paragraph shall be construed as authorizing the shifting of funds from a particular initiative or project to another initiative or project;
  - b. to provide the annual operating funds to NYCHA through FY 2027 reflected in Exhibit C under the heading “Expense Items.” NYCHA and the Monitor shall have maximum flexibility as provided by law with respect to the projects for which these funds are utilized. Nothing in this paragraph shall be construed as authorizing the shifting of funds from a particular initiative or project to another initiative or project;
  - c. to not impose new or increased payment requirements or fees on NYCHA except for payments such as water fees imposed uniformly on New York City landlords;
  - d. in addition to the funding in subparagraphs (a) and (b) above, to provide a total of \$1.0 billion in funding for capital expenses as provided in an Action Plan over the four fiscal years following the Effective Date of this Agreement; and
  - e. to provide, for the duration of the Agreement or for at least each of the six fiscal years after the first four fiscal years following the Effective Date of this Agreement, whichever is later, an additional \$200 million per year in funding for capital expenses as provided in an Action Plan to NYCHA in addition to the funding in subparagraphs (a) and (b) above.
64. If this Agreement is terminated pursuant to section XIV of this Agreement, or in the event the Secretary exercises his authority under Section 6(j) of the Housing Act as described below, the City’s funding obligations shall be affected as follows:
- a. If the Agreement is terminated pursuant to the provisions of section XIV, the City’s funding obligations under subparagraphs 63(a)-(e) of this Agreement shall not be affected.

- b. If the Secretary exercises his authority under 42 U.S.C. § 1437d(j)(3)(A)(iv) to take possession of a portion of NYCHA's public housing program following a recommendation of the Monitor, and the subsequent concurrence of NYCHA's CEO, for the limited purpose of (1) abrogating any contract to which the United States or an agency of the United States is not a party that, in the written determination of the Secretary (which shall include the basis for such determination), substantially impedes correction of the substantial default, and after the Secretary determines that reasonable efforts to renegotiate such contract have failed, pursuant to 42 U.S.C. § 1437d(j)(3)(D)(i)(I); and/or (2) directing NYCHA not to comply with any State or local law relating to civil service requirements, employee rights (except civil rights), procurement, or financial or administrative controls that, in the Secretary's written determination (which shall include the basis for such determination), substantially impedes correction of the substantial default, pursuant to 42 U.S.C. § 1437d(j)(3)(D)(i)(V), then the City's funding obligations under subparagraphs 63(a)-(e) of this Agreement shall not be affected.
- c. The Monitor's recommendation under subparagraph 64.b must state in writing the basis for the Monitor's belief that such contract substantially impedes correction of the substantial default and that reasonable efforts to renegotiate such contract have failed and/or that a State or local law substantially impedes compliance with this Agreement. Prior to making the recommendation, the Monitor must have described the contract, state or local law in a quarterly report and explained the manner in which the Monitor believes such contract, state or local law impedes correction of the substantial default. The Monitor's recommendation shall specifically explain any potential impact on the overall operations of NYCHA and any potential disruption to NYCHA residents, and shall consider public health and safety, cost, and such other factors deemed relevant by the Monitor.
- d. The CEO may non-concur with the Monitor's recommendation if the CEO determines that the action recommended by the Monitor is not in the best interest of NYCHA residents. In such circumstance, the CEO shall provide to the Monitor and the Secretary a written determination of non-concurrence and the reasons for the non-concurrence.
- e. If the Secretary, without a recommendation of the Monitor and concurrence of the CEO, exercises his authority under 42 U.S.C. § 1437d(j)(3)(A)(iv) to take possession of a portion of NYCHA's public housing program for the limited purpose of (1) abrogating any contract to which the United States or an agency of the United

States is not a party that, in the written determination of the Secretary (which shall include the basis for such determination), substantially impedes correction of the substantial default, and after the Secretary determines that reasonable efforts to renegotiate such contract have failed, pursuant to 42 U.S.C.

§ 1437d(j)(3)(D)(i)(I); and/or (2) directing NYCHA not to comply with any State or local law relating to civil service requirements, employee rights (except civil rights), procurement, or financial or administrative controls that, in the Secretary's written determination (which shall include the basis for such determination), substantially impedes correction of the substantial default, pursuant to 42 U.S.C. § 1437d(j)(3)(D)(i)(V), then the City's funding obligations under subparagraphs 63(a)-(e) of this Agreement shall terminate.

- f. If the Secretary exercises his or her authority to (1) solicit competitive proposals from other public housing agencies or private housing management agents to manage all or substantially all of NYCHA or take any action under 42 U.S.C. § 1437d(j)(3)(A)(i); (2) petition the United States District Court for the appointment of a receiver or take any action under 42 U.S.C. § 1437d(j)(3)(A)(ii); (3) solicit competitive proposals from other public housing agencies or any private entities to oversee NYCHA's Capital Fund or take any action under 42 U.S.C. § 1437d(j)(3)(A)(iii); (4) take possession of all or part of NYCHA under 42 U.S.C. § 1437d(j)(3)(A)(iv), other than as provided above in subparagraphs 64.b to 64.d; or (5) require NYCHA to make arrangements under 42 U.S.C. § 1437d(j)(3)(A)(v) other than this Agreement or modifications to this Agreement made pursuant to section XIII, then the City's funding obligations under subparagraphs 63.a through 63.e of this Agreement shall terminate.

65. The City's funding obligations under this Agreement shall not be reduced by any funding provided by any other sources (including Borough President or City Council funds). The City shall not set off its obligation to pay funds under this Agreement against any funds that may now or in the future be due from NYCHA to the City, nor shall it exercise any right of recoupment related thereto.

66. Subject to the following paragraph 67, the funding pursuant to subparagraphs (d) and (e) of paragraph 63 shall be provided by the City to NYCHA as follows: the Monitor (or NYCHA at the Monitor's direction) will submit a project description and scope of work to the City's Office of Management and Budget ("OMB"). OMB shall approve this submission if the funds requested are within the dollar amounts described in subparagraphs (d) and (e) of paragraph 63. Subsequent to approval, NYCHA will submit the corresponding contracts to the City Comptroller for registration to the extent required by law.

67. In the event that the total amount of funds provided by the City pursuant to subparagraphs (a), (b), (d), and (e) of paragraph 63 have not been paid by the City to NYCHA during the time periods described in those subparagraphs, the unpaid amounts will be carried over and added to the funds available to NYCHA in the immediately following fiscal year and, to the extent unspent in the next fiscal year, shall continue to be carried over and added to each subsequent fiscal year until spent.
68. Neither the Monitor nor NYCHA shall use City capital funds for other than capital projects.
69. NYCHA and the Monitor may request, in light of capital funds provided by the City under paragraph 63, that HUD repurpose HUD capital funds for use for noncapital purposes.
70. All funds described in subsections (d) and (e) of paragraph 63 shall be spent only pursuant to an Action Plan approved by the Monitor and designed to meet NYCHA's obligations under the Agreement, and work paid for by such funds shall be performed under the direction of the Chair and General Manager subject to the terms of this Agreement.
71. Nothing in this Agreement precludes the City, at its exclusive option or as otherwise provided by law, from authorizing additional capital funding for NYCHA.
72. In the event that an undue financial hardship results in the City's financial inability to pay the full amount pursuant to paragraph 63, the City shall submit to the Monitor, HUD, SDNY, and NYCHA, within 45 days of the Monitor's request, a certification signed by the Mayor of the City and the City Comptroller setting forth that the City is unable to pay the entire amount requested, providing in detail the amount the City has the financial ability to pay ("Available Amount"), a description of the causes and extent of the undue financial hardship, and an explanation as to how the Available Amount was determined. The certification shall include a date when the City will be able to make available more or all of the funds due. If the City is unable to provide such a date in the certification, the City shall provide a certification every 90 days until it is able to provide a date ("Future Availability Date") by which it will make available more or all of the remaining funds (collectively, the "Unpaid Amount"). The City will pay the Available Amount as provided in paragraph 63. If the City and HUD (after consultation with SDNY) agree that there exists undue financial hardship on the part of the City, then NYCHA or the Monitor may seek a modification of applicable Action Plans or other obligations pursuant to paragraph 85.
73. In any dispute regarding the existence and amount of undue financial hardship within the meaning of paragraph 72, the City shall bear the burden of proof.

#### VIII. Regulatory Relief

74. The Monitor shall assist NYCHA in seeking such regulatory relief from HUD, the City of New York, and the State of New York, as he or she deems is necessary for NYCHA to comply expeditiously and in a cost-effective manner with its obligations under this Agreement.
75. HUD shall consider any requests under paragraph 74 in accordance with all applicable legal requirements and principles of administrative procedure. Nothing in this Agreement limits HUD's discretion in considering such requests. HUD and NYCHA shall create a working group on regulatory relief in order to further the purposes of this Agreement. This working group shall facilitate the prompt response to NYCHA's waiver requests. HUD shall endeavor to respond to NYCHA's pending waiver requests within a reasonable timeframe from the Effective Date of this Agreement.

#### IX. HUD Actions

76. HUD agrees to continue providing public housing operating and capital funds to NYCHA in accordance with its rules and regulations, including the funding formulas for operating and capital funds. In accordance with these rules, regulations and formulas, HUD will not offset or reduce the formula grants by the amount of the funds the City is providing to NYCHA pursuant to this Agreement.
77. HUD, in its discretion, may provide available technical assistance to NYCHA to facilitate compliance with the Work Plan.
78. HUD agrees to support NYCHA's Section 8 conversion programs known as PACT, as permitted by law.

#### X. Force Majeure

79. "Force Majeure," for purposes of this Agreement, is defined as any event arising from causes beyond the control of NYCHA that delays or prevents the performance of any obligation under this Agreement despite NYCHA's best efforts to fulfill the obligation. The requirement that NYCHA exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any potential Force Majeure event (a) as it is occurring and (b) following the potential Force Majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include NYCHA's financial inability to perform any obligation under this agreement.
80. If any event occurs or has occurred that may delay the performance of any obligation under this Agreement that NYCHA or the City intends to assert was caused by a force majeure event, NYCHA or the City shall provide notice to the Monitor, HUD, EPA and SDNY (if the event affects the performance of requirements contained in Exhibit A or Action Plans implementing Exhibit A)

within 30 days of when NYCHA or the City first knew that the event might cause a delay and provide NYCHA or the City's rationale for attributing such delay to a force majeure event. The Monitor, HUD, EPA or SDNY may request further information about the assertion of force majeure.

81. If HUD and, if the event affects the performance of requirements contained in Exhibit A or Action Plans implementing Exhibit A, SDNY agree that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Agreement that are affected by the force majeure event will be extended for such time as is necessary to complete those obligations in light of the force majeure event. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. HUD and SDNY (if the event affects the performance of requirements contained in Exhibit A or Action Plans implementing Exhibit A) will notify NYCHA and the City in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

#### XI. Notices

82. Unless otherwise specified in this Agreement, whenever notifications, submissions, or communications are required by this Agreement, they shall be made in writing and addressed as follows:

As to HUD by mail: Dane Narode  
U.S. Department of HUD  
Office of General Counsel  
1250 Maryland, Ave, SW, Suite 200  
Washington, DC 20024

As to HUD by email: dane.m.narode@hud.gov

As to SDNY by mail: Robert William Yalen, AUSA  
U.S. Attorney's Office  
86 Chambers St., 3rd Floor  
New York, NY 10007

As to SDNY by email: robert.yalen@usdoj.gov  
monica.folch@usdoj.gov  
jacob.lillywhite@usdoj.gov  
talia.kraemer@usdoj.gov  
sharanya.mohan@usdoj.gov

As to NYCHA by mail: Vito Mustaciuolo  
General Manager  
New York City Housing Authority  
250 Broadway  
New York, NY 10007

Debo P. Adegbile  
Wilmer Cutler Pickering  
Hale & Dorr LLP  
7 World Trade Center  
New York, NY 10007

As to NYCHA by email: vito.mustaciuolo@nycha.nyc.gov  
debo.adegbile@wilmerhale.com

As to the City by mail: Zachary W. Carter  
Corporation Counsel  
New York City Law Department  
100 Church Street  
New York, NY 10007

As to the City by email: [zcarter@law.nyc.gov](mailto:zcarter@law.nyc.gov)

As to EPA by mail: Chief, Pesticide and Toxic  
Substances Branch  
U.S. EPA  
2890 Woodbridge Avenue  
Edison, NJ 08837

As to EPA by email: [gorman.john@epa.gov](mailto:gorman.john@epa.gov)

83. HUD, EPA, SDNY, NYCHA and the City may, by written notice to the others, change its designated notice recipient or notice address provided above.

## **XII. Effective Date**

84. This Agreement shall become effective upon execution.

## **XIII. Modification**

85. The terms of this Agreement may be modified only by a subsequent written agreement signed by HUD (with the concurrence of SDNY), NYCHA, and the City.

#### **XIV. Termination**

86. The Criteria for Termination are that:

- a. NYCHA has been in substantial compliance with its obligations under this Agreement for at least the prior twelve months; and
- b. NYCHA is willing and able, following termination, to comply with applicable laws.

87. If, at any time more than five years after the Effective Date, NYCHA believes that it has satisfied the Criteria for Termination set forth in paragraph 86, then it may file a written request with HUD to terminate all or parts of this Agreement. If HUD after consultation with SDNY (and EPA, as to Exhibit A) agrees that NYCHA has satisfied the Criteria for Termination, with respect to the entire Agreement or with respect to the particular provisions sought to be terminated, then, within 10 days of making that determination, HUD will agree to terminate all or parts of the Agreement; provided, however, that to the extent the request for termination relates in whole or part to the requirements of Exhibit A, HUD and SDNY shall jointly decide whether the Criteria for Termination are met. If HUD (or HUD and SDNY in the case of Exhibit A) determines that one or more of the Criteria for Termination are unsatisfied, then HUD (or HUD and SDNY jointly in the case of Exhibit A) shall reject NYCHA's request. In this event, HUD (or HUD and SDNY jointly in the case of Exhibit A) shall notify NYCHA in writing of the criteria which are unsatisfied.

88. HUD may determine at any time and in its discretion to lift its determination of substantial default. Such event shall not terminate this Agreement.

#### **XV. Dispute Resolution**

89. If, at any time prior to the termination of this Agreement, the Monitor, HUD, or SDNY believes that NYCHA or the City is not in compliance with any obligation under this Agreement, HUD in consultation with SDNY shall consider whether such noncompliance may be addressed through informal dispute resolution, prior to pursuing Enforcement under Section XVI. If so, HUD, SDNY, the Monitor, NYCHA, and the City, as appropriate, shall make good faith efforts to meet and confer regarding a resolution of the dispute.

#### **XVI. Enforcement**

90. If the Monitor finds that NYCHA has failed to substantially comply with any of the requirements of this Agreement, including the procedural and substantive requirements in Exhibits A and B, or has failed to adopt or use best efforts to implement an Action Plan or Organizational Plan as required under the terms of this Agreement, then the Monitor may remedy such noncompliance as follows:



- a. The Monitor shall inform NYCHA in writing of the noncompliance and provide NYCHA 30 days in which to correct the noncompliance or to propose a plan for achieving substantial compliance that is acceptable to the Monitor.
  - b. If NYCHA fails to correct the noncompliance within 30 days, fails to propose a plan for achieving substantial compliance that is acceptable to the Monitor within 30 days, or fails to comply with a plan for achieving substantial compliance approved by the Monitor, the Monitor may propose a remedial directive requiring NYCHA to take specific action correct the noncompliance, which actions may include, but are not limited to, requiring NYCHA to (1) allocate or reallocate personnel; (2) allocate or reallocate resources; (3) take or refrain from specific actions; (4) hire independent contractors; (5) hire independent experts; or (6) increase NYCHA staff for specific functions. The Monitor shall consider public health and safety, cost, and other factors deemed relevant by the Monitor in developing a remedial directive.
  - c. The Monitor shall submit the proposed remedial directive for review to NYCHA, HUD, and SDNY 30 days in advance of the proposed date for the Monitor to issue the remedial directive. NYCHA may submit comments to HUD and SDNY within 21 days thereafter. HUD and SDNY shall consider the Monitor's proposal and NYCHA's comments.
  - d. After considering the submissions and consultation with the Monitor, HUD may approve the Monitor's proposal, approve NYCHA's proposal, approve either proposal with modifications, or reject the proposals. NYCHA and the Monitor shall be provided with notice of and a reasonable opportunity to comment on any non-de minimis modifications to the proposals submitted before a modified proposal goes into effect.
  - e. Upon approval of a remedial directive by HUD, the Monitor may issue a remedial directive.
91. If, after the issuance of a remedial directive, the Monitor finds that NYCHA has failed to comply with the remedial directive; continues to fail in using best efforts to implement the Plan addressed by the remedial directive; or continues to fail to meet the requirements in Exhibit A or Exhibit B addressed by the remedial directive, then NYCHA agrees that the Monitor may take such actions on NYCHA's behalf as the Monitor deems necessary to implement the remedial directive directly. The Monitor shall submit the proposed actions to be taken on NYCHA's behalf to NYCHA and to HUD with a copy to SDNY (or in the case of Exhibit A or Action Plans related thereto, to HUD and SDNY jointly) 30 days in advance of the proposed date for the Monitor to take such action. NYCHA may

submit comments to HUD and SDNY within 14 days thereafter. Upon concurrence in the remedial directive by HUD (after consultation with SDNY, or in the case of Exhibit A or Action Plans related thereto, by HUD and SDNY jointly), the Monitor may issue a remedial directive.

92. Paragraphs 90 and 91 shall not be used to address failures by NYCHA that are de minimis.
93. Nothing in this Agreement should be construed to limit HUD's or EPA's statutory or regulatory authority. HUD and EPA reserve all of their rights under applicable law, including, but not limited to, the right to appoint, or to seek judicial appointment of, a receiver for substantial default, as well as all other administrative remedies and authority.
94. In addition to all otherwise available remedies, if NYCHA or the City fails to comply with any part of this Agreement, HUD, EPA, or the United States on behalf of HUD and/or EPA, may pursue any remedy available to them, including to enforce this agreement by seeking injunctive relief or an order of specific performance in the U.S. District Court of the Southern District of New York. With respect to any such action to enforce this agreement:
- a. The City and NYCHA agree that a non-de minimis failure to comply with this Agreement causes an irreparable harm to the United States and warrants the issuance of injunctive relief for specific performance.
  - b. The City and NYCHA agree that they waive any defenses, legal or equitable, that might exist with respect to such action, except the defenses that there was no non-de minimis failure of compliance with the Agreement and that the relief proposed is not necessary to remedy the noncompliance.
  - c. The City and NYCHA agree that expedited resolution is required. The City and NYCHA consent to expedited resolution and to an expedited schedule for resolution of the dispute on the merits.
95. Nothing in this Agreement should be construed to limit the authority of HUD, EPA or the United States on behalf of HUD and/or EPA, to seek judicial enforcement of this Agreement.

#### XVII. Effect of Agreement; Waiver

96. This Agreement shall not be construed to create rights in, or grant any cause of action to, anyone not a Party to this Agreement, other than EPA or SDNY.
97. This Agreement shall not be construed to create any greater rights of NYCHA or the City against the United States (including HUD) than would otherwise exist.

98. NYCHA and the City waive any claims that exist as of the Execution Date against the United States (including HUD) and any of its employees and agents related to the subject matter of this Agreement.
99. NYCHA and the City waive any claims against the United States (including HUD) regarding the validity of this Agreement or any modifications thereto.
100. NYCHA and the City agree not to contest HUD's determination that NYCHA is in substantial default within the meaning of Section 6(j)(3)(A) of the U.S. Housing Act.
101. NYCHA and the City agree not to contest HUD's determination that the terms of this Agreement constitute an "arrangement[] acceptable to the Secretary and in the best interests of the public housing residents . . . for managing all, or part, of the public housing administered by the agency or of the programs of the agency" within the meaning of 42 U.S.C. § 1437d(j)(3)(A)(v).
102. This Agreement shall not be construed to limit the rights of the United States (including but not limited to HUD, EPA and SDNY) to seek relief under the Housing Act or under other federal laws or regulations. The United States reserves all legal and equitable remedies to address any potential imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, NYCHA's conduct, whether related to matters described herein or otherwise.
103. In any subsequent administrative or judicial proceeding initiated by the United States (including but not limited to HUD, EPA and SDNY) for injunctive relief, civil penalties, or other appropriate relief against NYCHA, NYCHA shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the Complaint or addressed in the Agreement.
104. This Agreement is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. This Agreement does not remove any responsibility of NYCHA for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits, and NYCHA's compliance with this Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. HUD and SDNY do not, by entering into this Agreement, warrant or aver in any manner that NYCHA's compliance with any aspect of this Agreement will result in compliance with any provisions of federal, state, or local laws, regulations, or permits.
105. This Agreement does not limit or affect the rights of the United States (including but not limited to HUD, EPA and SDNY) against any third parties not

party to this Agreement (including any present or former employees, officers, or board members), nor does it limit the rights of third parties, not party to this Agreement, against NYCHA, except as otherwise provided by law.

#### **XVIII. Litigation Claims**

106. HUD and SDNY agrees that within 14 days of appointment of the Monitor SDNY will file appropriate papers with the U.S. District Court to obtain dismissal, without prejudice, of the Complaint.
107. NYCHA agrees not to object to a motion to reinstate any Count of the Complaint in the event of breach of this Agreement by NYCHA. In such a case, NYCHA will not assert any defense of laches or untimeliness with respect to such Count. NYCHA hereby agrees to toll the running of any limitations period with respect to any civil claims asserted by the United States based on the allegations of the Complaint.

#### **XIX. Signatories/Service**

108. Each undersigned representative of HUD, NYCHA, and the City certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement.
109. This Agreement may be signed in counterparts, and its validity shall not be challenged on that basis.

#### **XX. Integration**

110. This Agreement, including Exhibits A through C, shall express the entire agreement of the parties hereto, written or oral with respect to resolving the substantial default of NYCHA.
111. This Agreement shall not supplant nor supersede any obligations of NYCHA under the ACC or any other agreements between NYCHA and HUD.
112. If there is any conflict between this Agreement and a provision of any other existing agreement, HUD shall in its sole discretion determine which provisions shall prevail.

#### **XXI. Information Collection and Retention**

113. The United States and its representatives, including attorneys, contractors, and consultants, will have continued access to NYCHA data and personnel to the extent necessary (in the United States' unreviewable discretion) for oversight of implementation of the Agreement.
114. Until one year after the termination of this Agreement, NYCHA and the City shall retain, and shall instruct its contractors and agents to preserve, all non-

identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to NYCHA's and the City's performance of its obligations under this Agreement and that meet criteria specified by the Monitor, who shall consider cost and the purposes of this Agreement in setting forth such criteria.

115. At the conclusion of the information-retention period provided in the preceding paragraph, NYCHA and the City shall notify HUD, EPA, and SDNY at least 90 days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding paragraph and, upon request by HUD or SDNY, NYCHA and the City shall deliver any such documents, records, or other information to the United States.

116. This Agreement in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States (including HUD and EPA) pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of NYCHA and the City to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

117. NYCHA and the City agree that the United States may retain and use documents and information produced to it by NYCHA pursuant to Civil Investigative Demand or otherwise in the course of the United States' investigation of this matter, and in particular waives any limitation on the retention or use of such documents and information contained in 31 U.S.C. § 3733.

118. Nothing in this Agreement limits any document retention obligations that NYCHA or the City may have under applicable law or regulation.

#### **XXII. June 11, 2018 Consent Decree**

119. The June 11, 2018 Consent Decree is null and void, except with respect to the admissions contained in paragraph 7 of the Consent Decree, which NYCHA ratifies and reaffirms.

#### **XXIII. Construction and Severability**

120. Each party has participated in the drafting and preparation of this Agreement and this Agreement shall be construed as a whole, according to its fair meaning and not for or against any party.

121. If any part of this Agreement is found to be contrary to law, that part may be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The remaining Agreement shall be construed as far as is lawful and practicable to enforce the overall intent of the original Agreement.

FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

Dated: January 31, 2019  
New York, New York




BENJAMIN S. CARSON, SR., M.D.  
Secretary  
*U.S. Department of Housing and Urban  
Development*

451 7<sup>th</sup> St., SW  
Washington, DC 20410

FOR THE UNITED STATES OF AMERICA:

Dated: January 31, 2019  
New York, New York



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*Attorney for the United States*

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MÓNICA P. FOLCH  
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talia.kraemer@usdoj.gov  
sharanya.mohan@usdoj.gov

FOR NYCHA:

Dated as of: January 31, 2019  
New York, New York



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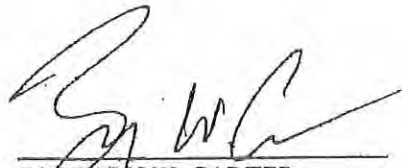
Vito Mustaciulo  
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FOR THE CITY OF NEW YORK:

Dated: January 31, 2019  
New York, New York



---

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*Attorney for the City of New York*

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First Assistant Corporation Counsel

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## EXHIBIT A – REQUIREMENTS FOR LEAD-BASED PAINT

### A. In General

1. Terms used with respect to lead-based paint compliance but not expressly defined herein shall have the meaning contained in 24 C.F.R. part 35, and 40 C.F.R. part 745.
2. NYCHA shall comply with 24 C.F.R. part 35, and 40 C.F.R. part 745.
3. Nothing herein limits NYCHA's obligations under any other federal, state, or local laws or regulations governing lead-based paint or lead-based paint hazards.

### B. Priority Action Units and Common Areas

4. No later than 30 days after execution of this Agreement, NYCHA shall provide the United States the following:
  - a. A report identifying all developments that meet the following requirements: (i) they were built prior to January 1, 1978, and (ii) they are not exempt pursuant to 24 C.F.R. § 35.115, as a result of an inspection, an abatement, or otherwise (the "Lead Paint Developments"). Such report will identify each unit (including each "child-occupied facility") within such Lead Paint Developments that is not exempt pursuant to 24 C.F.R. § 35.115 ("Lead Paint Unit").
  - b. A report (the "Immediate Action List") identifying the subset of Lead Paint Units that NYCHA has reason to believe are occupied or routinely visited by a child under the age of 6. Routine visiting shall be determined in conformance with the first sentence of the definition of child-occupied facility at 40 C.F.R. § 745.83.
5. Within 30 days of execution of this Agreement, NYCHA shall comply with the following requirements:
  - a. Perform at least one visual assessment in accordance with 24 C.F.R. § 35.1355 of each Lead Paint Unit on the Immediate Action List, except insofar as that Lead Paint Unit received a compliant visual assessment within the preceding 12 months; and
  - b. Eliminate any lead-based paint hazards in Lead Paint Units identified on the Immediate Action List through the performance of interim controls in accordance with 24 C.F.R. § 35.1330, or through abatement in accordance with 24 C.F.R. § 35.1325.
6. No later than 90 days after execution of this Agreement, NYCHA shall submit to the United States documents sufficient to show NYCHA's basis for claiming that particular pre-1978 developments are exempt pursuant to 24 C.F.R. § 35.115. To the extent that

HUD and SDNY thereafter notify NYCHA that they reject that determination, such developments, units and common areas will no longer be considered by NYCHA to be exempt pursuant to 24 C.F.R. § 35.115. If HUD and SDNY (a) object to the exemption for a particular development, unit, or common area, and (b) the lack of exemption would have led to the inclusion of additional units or common areas on the Immediate Action List, NYCHA shall within 30 days thereafter comply with paragraph 5 as to such additional apartments.

7. NYCHA may conduct a new lead-based paint inspection (in accordance with 24 C.F.R. § 35.1320(a)) of any Lead Paint Unit on the Immediate Action List. If that inspection determines that no lead-based paint is present in the unit, NYCHA may remove the unit from the Immediate Action List if NYCHA provides the inspection report to the United States and to the resident household within seven days of NYCHA's receipt of the inspection report, and the United States does not object to the removal of the unit from the Immediate Action List within 14 days of receiving such inspection results.

**C. Abatement of Lead-Based Paint**

8. Within five years of the execution of this Agreement, NYCHA shall abate all lead-based paint at the Harlem River Houses and the Williamsburg Houses (the "Early Abatement Developments") in accordance with 40 C.F.R. part 745 subpart L.
9. Within ten years of the execution of this Agreement, NYCHA shall abate, in accordance with 40 C.F.R. part 745 subpart L, all lead-based paint in 50% of apartment units that contain lead-based paint, and interior common areas that contain lead-based paint in the same building as those units. Units and interior common areas in the Early Abatement Developments shall be included in calculating compliance with the requirements in this paragraph.
10. Within fifteen years of the execution of this Agreement, NYCHA shall abate, in accordance with 40 C.F.R. part 745 subpart L, all lead-based paint in 75% of apartment units that contain lead-based paint, and interior common areas that contain lead-based paint in the same building as those units. Units and interior common areas abated pursuant to paragraphs 8 and 9 shall be included in calculating compliance with the requirements in this paragraph.
11. Within twenty years of the execution of this Agreement, NYCHA shall abate, in accordance with 40 C.F.R. part 745 subpart L, all lead-based paint in 100% of apartment units that contain lead-based paint, and interior common areas that contain lead-based paint in the same building as those units.
12. NYCHA shall abate exterior common areas that contain lead-based paint. NYCHA shall develop an Action Plan setting forth an appropriate timeline for such abatement, prioritizing common areas posing a higher risk of exposure to children.

13. For purposes of paragraphs 8, 9, 10, 11 and 12, “common areas” and “abatement” shall have the meaning in 40 C.F.R. part 745, subpart L. However, with respect to abatement, the Monitor shall determine whether NYCHA will not be able to comply with the ongoing maintenance, reevaluation, and other obligations associated with using enclosure, encapsulation, encasement, or other abatement measures that retain the lead-based paint in place (“alternative abatement methods”) (24 C.F.R. §§ 35.1120(c) and 35.1355, and see the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ([https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)), especially chapters 6 and 11 through 15), and if the Monitor determines that NYCHA will not be able to, then “abatement” in paragraphs 8, 9 and 11 shall mean the removal of lead-based paint in compliance with 40 C.F.R. part 745 subpart L, but shall not include alternative abatement methods, and NYCHA shall abate by removal any lead-based paint that had been abated by an alternative abatement method. After a finding by that Monitor that NYCHA will not be able to comply with its obligations associated with using alternative abatement methods, upon the Monitor subsequently finding that NYCHA will be able to comply, NYCHA may use such methods along with abatement methods that remove lead-based paint.
14. In performing any lead paint abatements, whether pursuant to paragraphs 8 and 9 or otherwise, NYCHA shall comply with the following, in addition to other legal requirements:
  - a. NYCHA shall ensure that a certified supervisor is onsite or otherwise available in accordance with 40 C.F.R. § 745.227(e).
  - b. NYCHA shall notify EPA of lead-based paint abatement activities electronically using EPA’s Central Data Exchange (CDX) in accordance with 40 C.F.R. § 745.227(e)(4)(vii).
  - c. NYCHA shall prepare and implement written occupant protection plans for all abatement projects in accordance with 40 C.F.R. § 745.227(e)(5).
  - d. NYCHA shall specify methods of collection and lab analysis in accordance with 40 C.F.R. § 745.227(f).
  - e. NYCHA shall ensure that a clearance examination is performed, and a clearance examination report provided by a lead-based paint inspector/risk assessor certified and licensed as applicable for the property location, in accordance with 40 C.F.R. § 745.227(e)(8)-(9). The lead-based paint inspector/risk assessor must be independent of the lead-based paint abatement firm, supervisor, and contractors performing the abatement work.
  - f. NYCHA shall ensure that the certified supervisor on each abatement project prepares an abatement report in accordance with 40 C.F.R. § 745.227(e)(10).

- g. NYCHA shall maintain records in accordance with 40 C.F.R. § 745.227(i) and 24 C.F.R. § 35.175.

**D. Lead-Safe Work Practices**

- 15. NYCHA shall comply with lead-safe work practice requirements set forth in the Lead Safe Housing Rule, 24 C.F.R. part 35, subparts B-R, and the Renovation, Repair, and Painting Rule, 40 C.F.R. part 745, subpart E, when directing or performing renovation (as that term is defined in 40 C.F.R. § 745.83) or maintenance work in Lead Paint Developments to which lead-safe work practices apply, including by:
  - a. Establishing and maintaining sufficient information in NYCHA's renovation and maintenance computer systems to readily identify renovation and maintenance projects involving work to which the lead-safe work practices regulations apply in accordance with 24 C.F.R. §§ 35.1330, 35.1350 and 40 C.F.R. §§ 745.85, 745.89;
  - b. Ensuring that only properly trained and certified firms and workers are assigned to perform work to which lead-safe work practices apply in accordance with 24 C.F.R. §§ 35.1330, 35.1350 and 40 C.F.R. §§ 745.85, 745.90;
  - c. Obtaining and maintaining certification as a certified renovation firm if any of the workers described in this paragraph are NYCHA employees, and the work they do is covered by 40 C.F.R. part 745, subpart E (or, if applicable in the future, the appropriate provisions of subpart Q), in accordance with 40 C.F.R. §§ 745.81, 745.89;
  - d. Ensuring supplies necessary to perform lead-safe work practices in accordance with 24 C.F.R. § 35.1350 and 40 C.F.R. § 745.85 are readily available to trained and certified workers;
  - e. Ensuring that firms and workers assigned to perform renovation or maintenance work to which lead-safe work practices apply use the RRP Renovation Checklist and establish and maintain records necessary to demonstrate compliance with the RRP Rule in accordance with 40 C.F.R. § 745.86;
  - f. Ensuring that residents of units and developments in which renovation or maintenance work to which lead-safe work practices apply will be performed are informed of the work to be performed and the risks involved in accordance with 24 C.F.R. § 35.1345 and 40 C.F.R. §§ 745.84 and 745.85;
  - g. Retaining records demonstrating compliance with the regulations set forth at 24 C.F.R. § 35.125 and 40 C.F.R. § 745.84.

- h. Containing or causing to be contained any work area to which lead-safe work practices will apply by isolating the work area and waste generated so that no dust or debris leaves the work area in accordance with 24 C.F.R. § 35.1345 and 40 C.F.R. § 745.85(a);
- i. Containing, collecting, and transporting waste from the renovation in accordance with 40 C.F.R. § 745.85(a)(4);
- j. Performing cleanup of any work area to which lead-safe work practices apply until no dust debris or residue remains in accordance with 24 C.F.R. §§ 35.1345, 35.1335 and 40 C.F.R. § 745.85(a) and (b), and conducting and passing a clearance examination in accordance with 24 C.F.R. § 35.1340 (including follow-up as required by that section's subsection (e) after clearance failure(s)), as provided by 40 C.F.R. § 745.85(c).

**E. Visual Assessments**

- 16. Each calendar year and at unit turnover, NYCHA shall perform visual assessments in Lead Paint Developments in accordance with 24 C.F.R. § 35.1355(a)(2).
- 17. Within one year of the execution of this Agreement, NYCHA shall control deteriorated lead-based paint identified by visual assessments in compliance with 24 C.F.R. § 35.1120(b)(1) and (2); except that for a visual assessment performed in an apartment unit that has not had a previous compliant visual assessment within the preceding twelve months, all corrections of lead-based paint hazards shall be made within thirty days of the visual assessment.

**F. Biennial Risk Assessment Reevaluations**

- 18. Within two years of the execution of this Agreement, NYCHA shall conduct risk assessment reevaluations of all NYCHA housing that contains lead-based paint in accordance with 24 C.F.R. § 35.1355.

**G. EIBLL/EBLL-Triggered Risk Assessments, Investigations and Abatement**

- 19. Within 30 days of appointment of the Monitor, NYCHA shall provide the Monitor a list (the "EIBLL/EBLL-Triggered Risk Assessment List") of all units, common areas servicing such units, and developments in which neither an environmental investigation nor a risk assessment was performed since the date of: (a) the reporting to NYCHA (if on or after July 13, 2017) of a case of a child under age 6 with an elevated blood lead level (EBLL) (as those terms are defined in 24 C.F.R. § 35.110, as amended by 82 Fed. Reg. 4151 (Jan. 13, 2017)) living in such unit and development, or (b) the reporting to NYCHA (if before July 13, 2017) of a case of a child with an elevated blood lead level (EIBLL) (as those terms were defined in 24 C.F.R. § 35.110, prior to amendment by 82 Fed. Reg. 4151 (Jan. 13, 2017)) living in such unit and development.
- 20. After providing the Monitor the EIBLL/EBLL-Triggered Risk Assessment List, within a timeframe acceptable to the Monitor, NYCHA shall confirm that the New York City

Department of Health and Mental Hygiene ("NYC DOHMH") has performed an environmental investigation in accordance with 24 C.F.R. §§ 35.110, 1130, in any unit and common areas servicing that unit identified in the EIBLL/EBLL-Triggered Risk Assessment List. To the extent the NYC DOHMH has not performed an environmental investigation in accordance with 24 C.F.R. §§ 35.110, 1130, in any unit and common areas servicing that unit identified in the EIBLL/EBLL-Triggered Risk Assessment List, NYCHA shall perform such environmental investigation within a timeframe acceptable to the Monitor.

21. After issuing or receiving the report of the environmental investigation, within a timeframe acceptable to the Monitor, NYCHA shall complete the abatement of identified lead-based paint hazards in accordance with 24 C.F.R. §§ 35.1130(c) and 35.1325.
22. NYCHA shall perform risk assessments for all other units in the building in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction under Paragraph 21 is complete, and common areas servicing those units in the developments identified in the EIBLL/EBLL-Triggered Risk Assessment List, within a timeframe acceptable to the Monitor.

#### **H. EBLL Reporting**

23. NYCHA shall report to HUD each confirmed case of a child with an elevated blood lead level within 5 business days of being so notified in accordance with 24 C.F.R. § 35.1130.
24. No later than 60 days after the execution of this Agreement, NYCHA shall enter into a written agreement with the NYC DOHMH resolving any barriers to the sharing of information relating to resident children's blood lead levels necessary for NYCHA to make disclosures to HUD in accordance with paragraph 23 and 24 C.F.R. § 35.1130, and shall provide a copy of such agreement to the United States.
25. NYCHA shall report to the Monitor and to the United States any NYC DOHMH Commissioner order to abate lead-based paint within five days of receiving such order.
26. On and after the Effective Date, to the extent NYC DOHMH has not performed an environmental investigation of any unit in which a child with an elevated blood lead level has been reported within 15 days of identifying such unit, NYCHA shall perform an environmental investigation of that unit and common areas servicing that unit and perform abatement of any lead-based paint hazards within thirty days in accordance with 24 C.F.R. §§ 35.1130(c) and 35.1325.

#### **i. Lead Disclosure**

27. From and after the Effective Date, NYCHA shall provide residents signing new leases (or, where required by regulation, renewal leases) with information about the presence of lead-based paint and lead-based paint hazards in their apartments and developments in accordance with the Lead Disclosure Rule, 24 C.F.R. part 35, subpart A; 40 C.F.R. part 745, subpart F.

- 28. NYCHA shall ensure that physical copies of all materials required to be disclosed by the Lead Disclosure Rule are present, available for inspection, and permanently maintained at the management office for each development.
- 29. NYCHA shall ensure that electronic copies of all materials required to be disclosed by the Lead Disclosure Rule are available to residents through an internet-based portal.

**ii. Certifications Regarding Lead Paint**

- 30. NYCHA shall provide the United States and the Monitor certifications describing its compliance as follows:
  - a. No later than 120 days after execution of this Agreement, NYCHA shall submit to the United States a statement describing its compliance with paragraphs 4-6. In its submission to the United States, NYCHA shall specify the method(s) used to correct any lead based paint hazards identified on the Immediate Action List and certify that such corrections were performed in compliance with the Lead Safe Housing Rule, Renovation, Repair and Painting Rule, and Abatement Rule, as applicable, and that residents were notified of the corrections in compliance with the Lead Safe Housing Rule.
  - b. Six months after the Effective Date, and every six months thereafter, NYCHA shall provide the United States and the Monitor a certification describing its compliance with paragraphs 8 to 15.
- 31. To the extent that compliance is not yet due under a particular provision at the time that the certifications described in paragraph 30 are to be provided, the certification shall describe NYCHA's progress achieving compliance when due, and detail NYCHA's plan for achieving compliance promptly.
- 32. Upon the request of the United States or the Monitor, NYCHA shall promptly submit documents underlying a certification.

**iii. Other Obligations**

33. In addition to meeting the requirements of paragraphs 1 to 32, and except where otherwise provided in an approved Action Plan, NYCHA shall perform the following tasks:

a.	NYCHA will display a sample kit of the supplies needed to complete an RRP work order in all 139 storerooms by January 31, 2019.
b.	NYCHA will issue a minimum of one kit of RRP supplies to RRP-certified staff daily by February 28, 2019.



c.	NYCHA will enhance its work order system to automatically create a “dust wipe” work order if a RRP work order is generated by February 28, 2019.
d.	NYCHA will select a vendor to supplement the EPA’s RRP training with practical training on dust control measures to simulate a range of working conditions by March 31, 2019 and train substantially all RRP-certified staff by December 31, 2019.
e.	NYCHA will provide all Resident Building Superintendents, Assistant Resident Building Superintendents, and Property Managers with training in RRP practices on an ongoing basis.
f.	NYCHA will train all maintenance workers to perform lead-based paint visual assessments by September 30, 2019.
g.	NYCHA will secure additional, dedicated painting contracts for the Healthy Homes Department to exclusively focus on remediation by December 31, 2019.

**EXHIBIT B – REQUIREMENTS FOR HEAT, MOLD, ELEVATORS, PESTS, AND ANNUAL INSPECTIONS**

**A. Heat**

**i. Provision of Heat**

1. As set forth in paragraphs 2 and 3 below, NYCHA will comply with N.Y.C. Admin. Code § 27-2029(a) (the “legal limits”), which as of the Effective Date require NYCHA to maintain the following temperatures in apartments between October 1 and May 31 (the “Heating Season”):

- a. between the hours of 6:00 a.m. and 10:00 p.m., a temperature of at least 68 degrees Fahrenheit whenever the outside temperature falls below 55 degrees; and
- b. between the hours of 10:00 p.m. and 6:00 a.m., a temperature of at least 62 degrees Fahrenheit.

2. By and after October 1, 2024, NYCHA will ensure that, during any given Heating Season:

- a. no more than 15% of occupied apartments, as measured according to procedures established in an Action Plan which may include a reliable sampling method, shall have an occasion in which the temperatures fall below the legal limits, and
- b. the temperature shall not fall below the legal limits on more than three separate occasions in a given unit.

**ii. Identification of Heating Failures**

3. Within 90 days of the Effective Date of this Agreement, for those developments which are already furnished with electronic temperature reading devices, NYCHA will institute and maintain a system that identifies all apartments in which such devices indicate a violation of the City Code heating requirements, and identifies the inside and outside temperatures associated with such violation.

4. This information will be available to all NYCHA personnel responsible for heating and to all development managers.

5. This information will be fully available to the Monitor, HUD, and SDNY.

6. An appropriate mechanism for disclosing this information to the public shall be provided in an Action Plan.

7. By December 31, 2020, NYCHA will have installed electronic temperature monitoring sufficient to provide NYCHA a comprehensive understanding of heating conditions in 44

developments, which shall include electronic temperature monitoring in no fewer than 30% of NYCHA apartments in such developments. A schedule shall be established in an Action Plan with deadlines by which NYCHA will install such monitoring systems in the remainder of NYCHA's developments.

**iii. Response to Heating Failure**

8. By October 1, 2019, NYCHA shall establish an Action Plan that identifies, for each development, how NYCHA will respond to heating outages, taking into account resident populations, historical data about prior outages, the availability of on-site and remote maintenance personnel, and response times. The plan shall include provisions for alternative heated community spaces for heating outages that are expected to last for a substantial duration. The plan shall also address NYCHA's policies for closing out work orders when the resident is not available at home or otherwise does not provide access to his or her apartment to resolve a heating outage. The plan shall be made available to the residents and posted online.

9. Starting with the Heating Season beginning October 1, 2019, NYCHA will:

- a. Consistent with its previously stated goal, restore heat to units affected by a heating shortage within an average of 12 hours.
- b. During the Heating Season, for 85% of heating shortfalls, NYCHA will restore heat to affected units within 24 hours, and in no event more than 48 hours. NYCHA may restore heat through the use of temporary replacement heating systems that comply with the N.Y.C. Admin. Code.
- c. In any event in which heat is unable to be restored to a particular unit within 12 hours, appropriate NYCHA personnel distinct from the NYCHA personnel responsible for the heat restoration, as identified in an Action Plan, shall undertake an investigation to determine the root cause(s) of such initial failure of the heating system and the failure to achieve the restoration of service within the timeframe, identify corrections to prevent or lessen the recurrence of such failures, and track the implementation of such corrective actions. Such information shall be retained in a central repository to which all applicable maintenance staff and management have access.

10. Starting with the Heating Season beginning October 1, 2024, NYCHA will:

- a. During the Heating Season, for 85% of heating shortfalls, NYCHA will restore heat to affected units within 12 hours, and in no event more than 24 hours. NYCHA may restore heat through the use of temporary replacement heating systems that comply with the N.Y.C. Admin. Code.
- b. In any event in which heat is unable to be restored to the affected units within 12 hours, the Quality Assurance Unit shall undertake an investigation to determine the root cause(s) of such initial failure of the heating system and the failure to achieve the restoration of service within

the timeframe, identify corrections to prevent or lessen the recurrence of such failures, and track the implementation of such corrective actions. Such information shall be retained in a central repository to which all applicable maintenance staff and management have access.

11. A failure to timely restore heat will not constitute violation of paragraphs 9 and 10 if NYCHA documents that the resident has failed to provide access to the unit; provided, however, that this paragraph only applies to the extent that NYCHA has provided the resident with the opportunity to authorize access in his or her absence.

12. A failure to timely restore heat will not constitute a violation of paragraphs 9 and 10 if the failure is caused by forces outside of NYCHA's control other than the weather, if NYCHA establishes to the satisfaction of the Monitor that they were the cause of the failure and that such cause was outside NYCHA's control. Nothing in this paragraph affects the provision in paragraph 11.

13. Beginning on and after the Effective Date:

- a. Within two hours of NYCHA learning of any unplanned heating outage, NYCHA shall notify all affected tenants by robocall. NYCHA shall also post notice of the outage within the common areas of the affected building and on NYCHA's website.
- b. For any planned heating shortfall, NYCHA will provide affected tenants with at least 48 hours' advanced notice. Such notice will be provided via robocall, and shall be posted in the common areas of the affected building and on NYCHA's website.
- c. NYCHA shall give the Monitor 48 hours' advanced notice of any planned heating shortfall, and shall notify the Monitor within 2 hours of receiving notice of any unplanned heating shortfall. The notice shall be provided in the manner prescribed by the Monitor.

**iv. Other Obligations**

14. In addition to meeting the requirements of paragraphs 1 to 13, and except where otherwise provided in an approved Action Plan, NYCHA shall perform the following tasks:

- |    |  |
|----|--|
| a. | By March 31, 2019, NYCHA will create a 24/7 Heat Desk which will monitor heating metrics and dispatch staff to correct deficiencies during the Heating Season. |
|----|--|

b.	NYCHA will modernize the Building Management Systems <sup>1</sup> at 44 developments by December 31, 2019. Modernization will include introducing indoor temperature sensors.
c.	<p>NYCHA will replace or address approximately 500 boilers by 2026, as follows:</p> <ul style="list-style-type: none"> <li>• 297 boilers will be replaced by December 31, 2026 based on the current capital plan (70 boiler within 3 years plus another 63 within five years). NYCHA will partner with the School Construction Authority (SCA) to reduce the overall timeframe for the planned capital work. The partnership with the SCA could accelerate NYCHA's planned capital work by a year. NYCHA could further increase the number of heating plants replaced or accelerate the pace of replacement with additional funding, regulatory relief, and statutory changes. In parallel with boiler replacement, NYCHA will evaluate the condition of a development's entire heating-related capital needs, such as replacement of underground distribution systems, and take appropriate action.</li> <li>• NYCHA will address approximately 200 additional boilers through PACT through December 31, 2026. The developer selected to partner with NYCHA will replace or repair the boiler and accessory heating systems as needed.</li> </ul>

**B. Mold<sup>2</sup>**

**i. Mold Incidence and Recurrence**

15. Within five years of the Effective Date, NYCHA shall comply with the following:

- a. For 85% of verified mold complaints, there shall not be a second verified mold complaint in the same unit or the same common area room or hallway within a 12-month period.
- b. No more than 15% of verified mold complaints shall be for mold covering 10 or more square feet in a unit or common area that is visible from within such unit or common area, unless NYCHA can document to the satisfaction of the Monitor that after having been advised by NYCHA to report incidences of mold, the resident did not report the incidence of mold until after the mold had reached this extent.
- c. Mold shall not appear more than three times in a year in any single unit.

<sup>1</sup> Building Management Systems are computerized controls that provide automation, remote monitoring, and remote control for building mechanical systems, such as boiler plants, ventilation, and common area lighting.

<sup>2</sup> "Mold" shall be defined as all species of microscopic fungi that grow in the form of filaments composed of many cells, and shall be limited to mold that has grown enough to be visible to the unaided eye.

16. For purposes of NYCHA's obligations under paragraph 15, small amounts of incidental mold growth that would be expected to occur in any household with average moisture conditions that may be remediated by the resident as part of standard housekeeping shall be excluded, such as limited mildew on shower curtains or around the caulking of a bathtub, so long as the character of this mold is properly documented and photographed by NYCHA.

**ii. Remediation of Mold and Moisture**

17. Within two years of the Effective Date:

- a. For 95% of instances in which a resident reports a mold complaint that is subsequently verified or NYCHA identifies mold in a unit, consistent with the NYCHA Standard Procedure SP 040:14:1, Mold/Mildew Control in NYCHA Residential Buildings, Revised December 19, 2018, within five business days of the resident reporting or NYCHA identifying mold in the unit, NYCHA shall prepare and provide a written plan for addressing the root cause to the resident. NYCHA may meet this standard by mailing a copy of the written plan to the resident via U.S. or electronic mail within the five day period.
- b. For 95% of instances in which a resident reports a mold complaint that is subsequently verified or NYCHA identifies mold in a unit, consistent with the NYCHA Standard Procedure SP 040:14:1, Mold/Mildew Control in NYCHA Residential Buildings, Revised December 19, 2018, within five business days of the resident reporting or NYCHA identifying mold in the unit, NYCHA shall remove mold that is visible from within the unit. In the alternative, NYCHA may comply with this standard by remediating the mold and its underlying root cause (i) within 7 days, for repairs that can be performed by a Maintenance Worker or Caretaker, or (ii) within 15 days, for repairs that must be performed by skilled trade workers or other specialized staff in one or more visits.
- c. For 95% of reports to NYCHA of floods, leaks from above, and other conditions that cause sustained or recurrent moisture to flow into a resident's unit or the walls of the unit, NYCHA shall abate the condition within 24 hours of a report of the condition to NYCHA, and NYCHA shall remove any standing water that resulted from such condition within 48 hours of the report.

18. A failure to meet the timeframes in subparagraphs (a) and (b) of paragraph 17 shall not constitute a violation of those standards if NYCHA documents that the resident has failed to provide access to the unit; provided, however, that this paragraph only applies to the extent that NYCHA has provided the resident with the opportunity to authorize access in his or her absence.

19. NYCHA will not close any mold, flood, or "leak from above" work orders as "Resident Not Home," including any such work orders that NYCHA has not yet verified.

iii. *Baez v. NYCHA*

20. NYCHA shall comply with the terms of orders in *Baez v. NYCHA*, No. 13 Civ. 8915, as they may be entered or revised by the Court.

C. Elevators

21. Within 120 days of the Effective Date, NYCHA shall establish an Action Plan that identifies, for each building that contains an elevator designed for resident use, how NYCHA will respond when all elevators are out of service at that building (a "no-service" condition). Such plan shall take into account the resident population of each building, any individuals with self-reported mobility impairments, historical data about prior outages or service disruptions, the availability of personnel to assist residents, the terms of any elevator support contract, and historical response and repair times. Such plans shall be made available to the residents and posted online.

22. Within 120 days of the Effective Date, NYCHA shall provide HUD and the Monitor with sufficient data to identify elevator service interruptions in the prior three years. This data shall be updated at least quarterly.

23. Within three years of the Effective Date, NYCHA shall comply with the following:

- a. 70% of buildings containing more than one elevator will have no more than one instance per year where all elevators are out of service (whether planned or unplanned) at the same time, and no such building shall have more than three instances in a year.
- b. 70% of elevators in all buildings shall have an unplanned outage no more than eight times per year, and no elevator shall have unplanned outages more than 15 times a year.

24. Within five years of the Effective Date, NYCHA shall comply with the following:

- a. 85% of buildings containing more than one elevator will have no more than one instance per year where all elevators are out of service (whether planned or unplanned) at the same time, and no such building shall have more than three instances in a year.
- b. 85% of elevators in all buildings shall have an unplanned outage no more than eight times per year, and no elevator shall have unplanned outages more than 12 times a year.

25. Notwithstanding anything else herein, NYCHA will take an elevator out of service where required for health and safety reasons.

26. An outage that NYCHA demonstrates to the satisfaction of the Monitor to be the result of an act of vandalism by a third party shall not be counted as an outage for purposes of paragraphs 23 and 24, provided that (i) the Monitor concludes that NYCHA used and continues to use best

efforts to prevent such vandalism in the affected building, and (ii) such outage is resolved within the response times set forth herein.

27. As of one year of the Effective Date, NYCHA shall have no planned outages that result in a no-service condition between the hours of 6 a.m. and 10 a.m. or between 3 p.m. and 8 p.m., except for planned elevator rehabilitation or replacement or outages mandated by another governmental agency or regulatory entity.

**i. Response to Disruptions in Service**

28. For the first year after the Effective Date, NYCHA shall reduce the duration of service outages by 10%, and 75% of no-service conditions shall be resolved within 18 hours of the time NYCHA learns of them. The response rate shall improve each year thereafter as determined by the Monitor and HUD based on the data NYCHA provides to the Monitor and HUD and the steps NYCHA has taken in executing its action plans.

29. Within five years of the Effective Date, NYCHA shall resolve all outages within the following timeframes:

a. For outages that result in a no-service condition:

- (i) 85% shall be resolved within 4 hours of NYCHA learning of such condition, and
- (ii) no no-service condition shall last more than 12 hours, unless the no-service condition is in a one-elevator building and results from either (A) an outage due to an elevator rehabilitation or replacement or (B) an outage for which the industry-accepted repair time is longer than 12 hours or that requires NYCHA to order unavailable parts.

b. For outages that do not result in a no-service condition:

- (iii) 85% shall be resolved within 10 hours of NYCHA learning of such condition, and
- (iv) no outage shall last more than 18 hours, unless the outage results from either (A) an outage due to an elevator rehabilitation or replacement or (B) an outage for which the industry-accepted repair time is longer than 18 hours or that requires NYCHA to order unavailable parts.

**ii. Outage Identification and Notice**

30. Within six months of the Effective Date, NYCHA will institute and maintain a system that identifies every elevator outage and the start and end times of such outages identified by remote monitoring systems, work-order records, or any additional sources of outage information,



and make that system accessible and available to all NYCHA personnel responsible for elevators and to other relevant personnel, including all development managers and the General Manager.

31. Within five years of the Effective Date, NYCHA will establish continuous remote monitoring in 70% of its elevators.

32. Within six months of the Effective Date, NYCHA will establish a system to provide residents of buildings affected by a planned outage 24-hours advanced notice, and to provide residents of buildings affected by an unplanned outage notice within two hours of NYCHA learning of the outage. Such notice shall include instructions regarding what assistance NYCHA has available for individuals with mobility impairments during the outage. Notice shall occur by robocall and via postings within the affected building and on NYCHA's website.

33. NYCHA will provide the Monitor 24 hours advanced notice of any planned outage, and shall notify the Monitor of any unplanned outage within two hours of NYCHA learning of the outage. Notice shall occur in the method prescribed by the Monitor.

**iii. Other Obligations**

34. In addition to meeting the requirements of paragraphs 15 to 33, and except where otherwise provided in an approved Action Plan, NYCHA shall perform the following tasks:

a.	NYCHA will adopt a new seven-day, extended schedule for caretakers to enable more frequent cleaning of elevator door tracks at the start of each shift.
b.	NYCHA will replace or address at least 425 elevators by 2024: <ul style="list-style-type: none"><li>▪ 275 elevators will be replaced by December 31, 2024 through its capital plan. (108 within three years plus another 167 within five years)</li><li>▪ NYCHA will transfer 150 additional elevators to third-party management through the PACT program by December 31, 2024. The developer selected through PACT will replace elevators as needed in buildings under its purview.</li></ul>

**D. Pests<sup>3</sup>**

**i. Pest Population Reduction**

35. Within six months of the Effective Date, the Monitor in consultation with NYCHA shall establish reasonable protocols by which Integrated Pest Management ("IPM") professionals shall develop and provide reliable estimates, at least quarterly, of the pest populations in each

<sup>3</sup> "Pest" means rats, mice, cockroaches, and bedbugs.

NYCHA development. NYCHA shall promptly publish these figures, by development and pest type, on its website.

36. Within three years of the Effective Date, NYCHA shall achieve a 50% reduction of its rat population across its portfolio, a 40% reduction in its mice population across its portfolio, and a 40% reduction in its roach population across its portfolio. By that time, NYCHA shall also achieve a percentage reduction in its bedbug population across its portfolio, to be determined by the Monitor.

37. Within five years of the Effective Date, NYCHA shall achieve a further 50% reduction in each of its pest populations across its portfolio.

**ii. Response to Resident Complaints**

38. Within two years of the Effective Date, NYCHA shall:

- a. respond to 75% of all rat complaints within two business days, and to all rat complaints within five days;
- b. respond to 75% of all other pest complaints within seven days, and to all other pest complaints within ten days;
- c. apply effective pest control methods (in compliance with applicable law including the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*), to address any verified complaints within 7 days; and
- d. provide expedited response and application of pest control methods in cases where NYCHA is aware that a resident of the unit has asthma or another condition generally recognized as being caused or exacerbated by exposure to pest infestations (for example, other respiratory illness, immune deficiency/suppression, and/or effects of certain medical treatments). In an Action Plan, NYCHA and the Monitor shall establish a procedure for informing residents of a process through which residents may notify NYCHA if anyone residing in a unit has such a health condition.

39. Within five years of the Effective Date, NYCHA shall:

- a. respond to 90% of all rat complaints within two business days, and to all rat complaints within five days;
- b. respond to 90% of all other pest complaints within seven days, and to all other pest complaints within ten days.

40. If NYCHA does not respond to a pest complaint by a resident as required by paragraphs 38 and 39 but (a) provides the resident with the opportunity to authorize access in the resident's absence and (b) documents to the satisfaction of the Monitor that the resident has failed to

provide access to the unit, NYCHA will be deemed to have responded to the complaint for purposes of paragraphs 38 and 39 at the time of the first documented attempt to access the unit.

**iii. Targeted Relief for Infestations**

41. Within six months of the Effective Date, NYCHA shall, for any unit that has more than one pest infestation complaint verified by NYCHA staff within twelve months (a) cause a professional using IPM techniques to evaluate the unit and its immediately adjacent units and common areas within 30 days to identify any circumstances specific to that unit that may have contributed to such recurrence (including, but not limited to, unaddressed leaks, proximately located trash, or holes in walls), and (b) address, consistent with IPM principles, any such circumstances within the following 30 days.

**iv. Integrated Pest Management**

42. For purposes of this Agreement, IPM means, as described by EPA on its IPM Principles website, as of the Effective Date, "an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. . . . IPM takes advantage of all appropriate pest management options including, but not limited to, the judicious use of pesticides."

43. Within twelve months of the Effective Date, NYCHA shall incorporate industry standard IPM practices, including Northeastern IPM Center (NortheastIPM.org and StopPests.org), Integrated Pest Management – A Guide for Affordable Housing, using the current edition at the time of the pest complaint (the edition as of the Effective Date was February 2014), as developed under an interagency agreement between HUD and the U.S. Department of Agriculture) for their Delivery of IPM Training to PHAs project; and current editions of other professional IPM resources as the Monitor may approve, into building operations in all NYCHA properties.

44. Within twelve months of the Effective Date, NYCHA shall send staff appropriately trained on IPM to respond to any pest complaint.

**v. Daily Inspections and Trash Collection**

45. Within six months of the Effective Date, NYCHA shall, no less than once every 24 hours, inspect the grounds and common areas of each building for cleaning and maintenance needs, including pests and trash, and correct such conditions. In particular, NYCHA shall ensure that trash on the grounds or common areas of each NYCHA building is collected and either removed from the premises or stored in a manner that prevents access by pests at least once every 24 hours.

vi. **Other Obligations**

46. In addition to meeting the requirements of paragraphs 35 to 45, and except where otherwise provided in an approved Action Plan, NYCHA shall perform the following tasks:

a.	NYCHA will install 8,000 door sweeps on basement doors with gaps by March 31, 2020
b.	NYCHA will install 50 rat slabs by December 31, 2020.
c.	NYCHA will dedicate 20 full-time exterminator staff to conduct ongoing comprehensive preventative maintenance treatments in public spaces for developments within the RMZ.
d.	NYCHA will install exterior bulk crushers or retrofit exterior compactors with auger bulk crushers at 10 developments by December 31, 2022

**E. Annual Inspections**

47. NYCHA will conduct annual inspections of developments. To complete its annual inspections, NYCHA shall either: (a) inspect each occupied unit each year; or (b) inspect its units pursuant to such other program of annual inspection that is consistent with HUD Public Housing Management E-Newsletter, Vol. 3, Issue (January 2012).

48. By and after ninety (90) days after the Effective Date of this agreement, annual inspections shall include having the person conducting the inspection perform any minor repairs during the inspection.

49. By one hundred and twenty days (120) after the appointment of the Monitor, NYCHA will submit an Action Plan to the Monitor for complying with the requirement to conduct annual inspections and perform minor repairs during such inspections. The Action Plan shall include procedures for (i) on-site completion of minor repairs during inspections, and (ii) the scheduling of other inspection-identified maintenance deficiencies for subsequent repair.

# Exhibit C

**New York City Housing Authority**  
**FY18-FY27 Expense & Capital (Mayoral Only)**

*On the City Fiscal Year*

	Funding	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	TOTAL FY18-FY27
Expense Items	City Tax Levy	\$ 127,484,608	\$ 123,766,582	\$ 124,395,233	\$ 114,720,995	\$ 114,761,919	\$ 73,307,856	\$ 73,307,856	\$ 73,307,856	\$ 73,307,856	\$ 73,307,856	\$ 971,580,618
Capital	Capital	\$ 483,236,000	\$ 423,575,000	\$ 179,122,000	\$ 86,000,000	\$ 136,000,000	\$ 136,000,000	\$ 136,000,000	\$ 136,000,000	\$ 136,000,000	\$ 137,944,000	\$ 1,590,342,000
<b>GRAND TOTAL</b>		<b>\$ 610,680,608</b>	<b>\$ 547,341,582</b>	<b>\$ 303,487,233</b>	<b>\$ 200,720,995</b>	<b>\$ 250,761,919</b>	<b>\$ 209,307,856</b>	<b>\$ 209,307,856</b>	<b>\$ 209,307,856</b>	<b>\$ 209,307,856</b>	<b>\$ 211,251,856</b>	<b>\$ 2,561,922,618</b>

\*This table breaks out NYCHA's budget as of 5/10/18. Capital will be reforecast every fiscal year to account for what NYCHA has actually committed. The remaining funding is rolled to the following fiscal year or subsequent fiscal years.

## EXHIBIT D: Disbursement Terms

New York City Housing Authority  
State Capital Revitalization Plan  
Project ID «ProjectID»

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Funding to the NYCHA as follows:

### Standard Reimbursement

**All expenses submitted for reimbursement must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment.**

DASNY shall make payment to the NYCHA, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the NYCHA, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred and paid by the NYCHA in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 6 and 7 of this Agreement .

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the NYCHA's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the NYCHA to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that Funding are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The NYCHA agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the NYCHA with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Funding , and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and reasonable discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the NYCHA.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

New York City Housing Authority  
 State Capital Revitalization Plan  
 Project ID «ProjectID»

<b>For Office Use Only:</b>		
FMS#: _____	GranteeID: «GranteeID»	GrantID: «GrantID»

Payment Request # \_\_\_\_\_

For work completed between \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**THIS REQUEST:**

A: Project Component	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
<b>TOTAL:</b>				

\* Please note that the Project Component and DASNY Share amounts set forth in columns A and B respectively must correspond to the descriptions and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the NYCHA set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a Project Component described in the Plan.

DASNY may not reimburse NYCHA for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the New York City Housing Authority, for Project # «ProjectID».

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which the New York City Housing Authority, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and the New York City Housing Authority (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 11 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred and paid by the NYCHA named on the cover page of this Agreement.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. All expenses submitted for reimbursement are for work completed at the approved project locations and/or items received at the approved project locations prior to the date of this request for reimbursement.
6. We have the authority to submit this requisition on behalf of the New York City Housing Authority. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (**Please check off all that apply**):
  - Readable copies of both front and back of canceled checks.
  - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  
  - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - Other:

Authorized Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT E-I: Payment Requisition Cover Letter**  
ON NYCHA'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

Re: State Capital Revitalization Plan  
Project No. «ProjectID»

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to Section 7 of the Funding agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<u>OR</u>		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to Section 7 of the Funding agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT E-2: Payment Requisition Back-up Summary**

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by Project Component. Please use additional sheets if necessary.

Project Component #: \_\_\_\_\_ Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM FUNDING	COMMENT
TOTAL Requested for Component:			(Transfer to Exhibit E)

Project Component #: \_\_\_\_\_ Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM FUNDING	COMMENT
TOTAL Requested for Component:			(Transfer to Exhibit E)

Project Component #: \_\_\_\_\_ Description: \_\_\_\_\_

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM FUNDING	COMMENT
TOTAL Requested for Component:			(Transfer to Exhibit E)

## Exhibit F: Budget Modification Request Form

New York City Housing Authority, Project ID # [ ]  
State Capital Revitalization Plan

Project Component to be revised (A1-A33):

Project Component / Location	Budget Category	REVISED DASNY Share (Grant)	REVISED NYCHA Share	REVISED COMPONENT Total	Anticipated Start Date	Anticipated Completion Date
	Design Consultants					
	Construction Consultants					
	Construction Contracts					
	Equipment and Furnishings					
	Other Project Costs					
	Contingency					
	<b>Total</b>					


Explain Reason for Revised Budget Amount:

**ATTACH REVISED CONTRACT, CHANGE ORDER, OR OTHER SUPPORTING DOCUMENTATION FOR REQUESTED BUDGET CHANGE**

Identify source and amount of increased funding available to NYCHA to fund the increased Project Component:

Explain Timeline Impacts, if any:





# New York State Unified Court System

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LEGISLATIVE

Registered  
In-House  
Counsel  
Search

Registration Number: 2328607

APPELLATE

In-House  
Counsel  
Registration

**KELLY DENISE MACNEAL**  
250 BROADWAY  
NEW YORK, NY 10007-2516  
United States  
(New York County)  
(212) 776-5182

JUDGES

Legal  
Consultant  
Registration

E-mail Address:  
Date Admitted in NY: 02/05/1990

JUDGES

Resources

Appellate Division  
Department of Admission: 1

COURTS

E-Courts

Law School:  
Registration Status: Currently registered  
Next Registration: Dec 2020

SEARCH

Contact Us

Disciplinary History: No record of public discipline

Search Again

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

