

TESTIMONY FROM NYCHA CHAIR & CEO SHOLA OLATOYE
"THE NEXTGENERATION NYCHA DEVELOPMENT PLAN"
COMMITTEE ON PUBLIC HOUSING
TUESDAY, JANUARY 26, 2015 – 6:00 PM
HOLMES/ISAACS COMMUNITY CENTER, 1792 FIRST AVENUE, NEW YORK, NY

Chair Ritchie Torres, members of the Committee on Public Housing, other distinguished members of the City Council, and residents of Holmes Towers and Wyckoff Gardens: good evening. I am Shola Olatoye, Chair and CEO of the New York City Housing Authority. Joining me today are Nicole Ferreira, Vice President for Development, and David Farber, Executive Vice President for Legal Affairs and General Counsel.

I want to thank Holmes TA President Ms. Perez and the other residents on the panel for their opening remarks. They care deeply about the future of their home. They want to improve it today and preserve it for tomorrow — on this we can both agree. Like so many others, we share the same goal: improve Holmes, Wyckoff, and NYCHA — and protect them for the future.

I also want to acknowledge and thank Gregory Morris, Executive Director of the Stanley M. Isaacs Neighborhood Center, who has allowed us to use the center this evening and has been our host for multiple community meetings during the past year.

I also want to quickly thank Chairman Torres, who has long been a supporter of NextGeneration NYCHA and key programs that will preserve the City's public housing for the future.

I appreciate the opportunity to discuss NYCHA's NextGen Neighborhoods plan and thank the Holmes community for hosting this hearing. We've heard a lot of concerns and some misinformation, so I welcome this chance to ground us in the facts on what the NextGen Neighborhoods, or 50/50, program is and what it is

not, and why the program is so critical for the future of New York City's public housing.

The Need for a Next Generation Solution

As you know, decades of federal and state disinvestment has left NYCHA confronting about 17 billion dollars in major repair needs across our portfolio. Since 2001, NYCHA's housing program has suffered a more than 2 billion dollar loss in federal operating and capital funding.

This has serious impact on our residents and their quality of life. Consider the crisis in real numbers: the average NYCHA family pays about 545 dollars a month in rent and fees, and their unit receives about 421 dollars in assistance from the federal government. On average, that's less than one thousand dollars a month to sustain the operations of a single apartment. Keep in mind that that average of 966 dollars per apartment goes toward operations, maintenance, and utilities, but does not support major capital needs.

Holmes does not have the funds to support its major upgrades and repair needs, which total more than 30 million dollars. If you speak to Ms. Perez and other residents here at Holmes, they'll tell you what 30 million dollars in capital needs looks like. To NYCHA it's the nearly 500 work tickets created in January alone, but to residents it's the bubbling paint and water coming through their ceiling that's caused by leaks in the roof and brick façade. It's the bathrooms and kitchens that need new tiles and cabinets after decades of wear, or the windows that should be replaced to keep apartments more insulated from the outside temperatures. The longer we defer major capital repairs — the root cause of many building issues — the greater we can expect our operational maintenance and repair needs to be.

With billions in needs and no cavalry coming from Washington or Albany to rescue public housing anytime soon, how will we preserve NYCHA? How can we

make things better today and ensure that there is a tomorrow? The four hundred thousand New Yorkers who are directly impacted by decades of funding shortfalls and ineffective management need champions in their corner, but they also need honesty.

Really tough problems are rarely solved with popular solutions. We must shift the mindset that there will be an easy, quick, painless fix. We must move beyond the distrust and anger that have built up over years to find a place of mutual understanding — that NYCHA really does want to solve its problems.

We are not sitting on the sidelines, accepting the status quo, waiting for the grim fate that played out in Chicago, Atlanta, St. Louis, and so many other cities across the country. We will preserve this City's public housing stock and leave no stone unturned in our pursuit of funding. NYCHA will continue to ask the state and the federal government to step up to the plate like Mayor de Blasio has — and to follow his lead with the investment of millions in roofs and other critical capital needs. But we must operate realistically; we cannot rest our hopes and our future on a bailout that may never come. As the Daily News put it back in September, “there's no such thing as a NYCHA fairy who will pay to keep the Authority's aging buildings habitable.”

This is why we developed NextGeneration NYCHA, our 10-year strategic plan. It is a roadmap to change the way we do business, get our financial house in order, and preserve public housing. It requires us to seek innovative solutions, work with residents on some tough decisions, and leverage every available resource to create the safe, clean, and connected communities our residents deserve.

The Benefits of NextGen Neighborhoods

There are several development programs under NextGeneration NYCHA, including the 100 percent affordable program and NextGen Neighborhoods, or 50/50. Unlike other programs, the purpose of 50/50 is to generate money and

produce affordable housing where it is desperately needed. By using underutilized NYCHA property, the Authority intends to create new housing; half of the units will be affordable and half market-rate.

This is one of the most innovative program models in the nation. The market-rate units will generate revenue for critical NYCHA needs — money to fund priorities not only identified by 250 Broadway, but also by the residents on the ground at NextGen Neighborhoods sites, those directly impacted by the program, like the residents here at Holmes and Isaacs, and at Wyckoff.

Modeled similar to a participatory budget used in many of your districts, the NextGen Neighborhoods program elevates the voice of the resident in the decision-making process. We are creating a program in which the input of residents is more directly guiding dollars and our work.

In rolling out this program, we've made certain promises. First, impacts to current resident parking will be accommodated as part of the new construction. Second, playgrounds impacted will be moved and improved. That means a brand-new play area with modern equipment, accessibility, and safety features integrated into a better, greener landscape design at the property as part of the new construction. Most important, improvements to Holmes and Wyckoff will proceed concurrently with new construction. Resident engagement and communications will continue throughout this entire process.

In addition to a funding lifeline for the Authority, NextGen Neighborhoods will create more, much-needed affordable housing options for low-income and working New Yorkers in neighborhoods where there is a severe shortage — like the Upper East Side and Boerum Hill. In fact, in neighborhoods that are feeling the impacts of gentrification, NextGen Neighborhoods offers the opportunity for more affordable units alongside public housing, which is a permanent anchor of affordability in any neighborhood, no matter how much it changes. New Yorkers

benefit, including NYCHA residents, who will receive preference for 25 percent of the new affordable units.

In selecting sites for NextGen Neighborhoods, we are looking at several factors: the availability of land at the development; the development's major repair needs; the affordable housing needs of the neighborhood; and the potential to generate revenue from market-rate apartments.

A New and Better Approach

I've outlined NextGen Neighborhoods and its purpose, but I also want to set the record straight on some misconceptions and fears surrounding this program and its intentions.

The NextGen Neighborhoods program WILL NOT and CANNOT raise NYCHA rents.

It will NOT displace existing residents and families.

Under this program, we WILL NOT sell off NYCHA buildings.

This program will NOT lead to demolition of public housing

This is what could happen if we ***don't*** pursue solutions for solvency through NextGen Neighborhoods and other NextGeneration NYCHA strategies.

To be clear, NYCHA will retain ownership of the land under the new buildings. We will ensure the affordability of the apartments in the new buildings through our agreements with the selected development partners.

I'd also like to clarify how NextGen Neighborhoods differs from the plans of the previous administration. A much larger percentage of the apartments will be affordable – **50 percent** rather than just 20 percent. The NYCHA developments at the site of new construction will benefit directly, with improvements starting immediately with an upfront payment from the developer. And the most striking

difference is that resident engagement and community input are a central part of this process. Resident input will inform the character of the residential/commercial mix at sites, the pros and cons of building locations, and the look and feel (that is, the design and landscape), which will integrate the new building into the community.

We've been criticized for the vagueness of "our plans." Unlike previous approaches that presented a finalized plan which steamrolled residents after the fact, we are seeking resident input at the front end, to inform what the final plan looks like. Our engagement to date has been about the NextGen Neighborhoods program, and how it is a vehicle for creating plans to address the needs at Holmes and Wyckoff. We haven't talked about unit counts or dollar amounts or any "plan" details yet, because we have tried to ground residents in what this program means to their community and why we have to do it.

As we discuss resident engagement, I want to take a step back to focus on our learning curve and our commitment to this process.

The relationship between NYCHA and its residents has been fractured for so many years, our credibility badly damaged for so long, we knew engagement would have to look and feel different this time. Starting last fall, we launched engagement with calls, door knocking, information on our website, and lobby meetings. We've held almost weekly meetings with residents at Holmes and Wyckoff — 14 to date. And there will be many more — we brought fliers with information about some upcoming meetings. We've met extensively with elected officials, community organizations, advocates, and community boards. Some have even said we were holding too many meetings! Even with all these efforts, residents felt frustrated by the conversation and were suspect of our intentions at the meetings. We had to further refine our engagement model. Residents wanted NYCHA to address immediate concerns now — not just brick and mortar concerns and not a couple years down the line.

For example, at Wyckoff, residents felt disrespected by poor management, and all conversations started and stopped there. We heard the residents, and we took action. We replaced the management, not only because we are serious about changing how we do business, but because it was the right thing to do. We realize we cannot have a genuine dialogue without our residents at the table. And we cannot get our residents to the table if we fail to deliver on our most basic responsibilities as a landlord.

Conclusion

The challenges that NYCHA faces are not going to disappear. If we stick with the status quo, they will become even more dire. Other cities have resorted to reducing or demolishing their public housing stock – that is not the path we want to take, nor our Mayor. We believe we have identified viable, beneficial solutions for overcoming NYCHA's fiscal crisis. We are ensuring that residents and other stakeholders are at the table, working with us, as we refine and implement them.

NYCHA didn't get into this state of crisis overnight, and we're not going to get out of it overnight – it will take a generation's worth of work. I hope that you will stand with us and we can have a constructive dialogue. I hope we can harness the diversity of opinions to improve this process and the end result. I urge you to consider the balanced solutions in this program, real and honest solutions, and the grave consequences of inaction. We can only preserve public housing and improve the quality of life for today's residents and tomorrow's families if we are willing to have these conversations.

Thank you. We are happy to answer any questions you may have.



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Gale A. Brewer, Borough President

**Gale A. Brewer, Manhattan Borough President
Testimony to the NYC Council Committee on Public Housing
Oversight hearing on the NextGeneration NYCHA Plan
January 26, 2016**

My name is Gale A. Brewer and I am the Manhattan Borough President. Thank you to Councilmember Torres and members of the Committee on Public Housing for the opportunity to testify this evening. I also want to express my appreciation for your co-sponsorship with NYCHA of the January 20, 2016 Legislative Breakfast with Chair Shola Olatoye. It was an informative briefing.

NextGeneration NYCHA Plan is intended to be a comprehensive blueprint to return NYCHA to fiscal health in light of repeated federal budget cuts. The initiatives outlined in the plan impact over 600,000 NYCHA residents and NYCHA-administered Section 8 tenants, including Manhattan's 551 NYCHA buildings and 53,113 units of public housing.

Since the plan was released in May 2015, NYCHA has moved forward on the proposed strategies. I will focus my testimony on several of NextGeneration NYCHA Plan's goals surrounding housing development and sustainability.

NextGeneration Neighborhoods – Infill Development

In September 2015, NYCHA announced that it has selected two developments, Wyckoff Gardens in Brooklyn and Holmes Towers in Manhattan, for the first phase of "NextGeneration Neighborhoods," a plan similar to the infill development under the Bloomberg administration. Under this plan, Holmes Towers, located between East 92nd and 93rd Streets and overlooking the FDR Drive and East River, will see the addition of 400 units built on an existing playground, half of which will be market rate units.

The announcement came as a surprise to Holmes Towers residents. Sandra Perez, President of Holmes' Tenant Association, found out that her development was chosen from a friend who heard about it in the news. Even though NYCHA later held community meetings at Holmes Towers, I am disappointed at the lack of general communication—this isn't even resident engagement—to NYCHA residents who will be affected by new construction and loss of open space in their development.

I have repeatedly stressed the importance of borough equity when it comes to infill as proposed under NextGeneration. I remain concerned that NYCHA is allowing 50% market rate units in high-value markets such as Holmes Towers on the Upper East Side while maintaining 100% affordability in lower value sites, many of which will be outside of Manhattan. As a public housing agency, NYCHA must ensure all units produced on public land are affordable. In high-

value areas, units can be offered at a range of Area Median Income levels affordable to low- and moderate-income households.

A hundred percent affordability is financially achievable. At Washington Houses on East 103rd and 104th Streets between Second and Third Avenues, a partnership between the NYC Department of Education, NYC Department of Housing Preservation and Development (HPD), NYC Housing Development Corporation, NYCHA, and community organization Harlem RBI pooled together \$85 million to construct a 150,000-square-foot, 13-story building that houses a charter school at the lower levels. Residential units on top of the school are 100% affordable. The developer allocated to NYCHA \$1 million for the school and \$2 million for housing. This should be the model for NextGeneration Neighborhood, committing to full affordability and bringing in community facilities like a school to accommodate expected increases in neighborhood population.

In my conditional approval of the Mayor's Mandatory Inclusionary Housing plan, I secured commitment from HPD and NYC Department of City Planning (DCP) that funds raised through payments-in-lieu from developers will remain in the same Community Board district where they were raised for at least 10 years, and that the funds will never be used for affordable housing projects outside of the borough. Revenues generated from ground leases and rental income must first meet all onsite capital and repair needs at Holmes Towers. Any remaining funds should stay in Manhattan to support the capital and repair needs of NYCHA developments in the borough.

Outstanding questions about Holmes Towers—and by extension, about future infill developments—remain:

- When will the RFP go out? What safeguards will be in place to ensure the winning bid goes to a responsible developer committed to long-term affordable housing?
- How will the residents' recommendations from the community planning sessions be incorporated into RFP criteria and the development plan?
- Will new units be managed by NYCHA or via an external management company?
- How will NYCHA select a local organization to be the project's community partner?
- How much of projected revenues will go toward one-time and ongoing capital improvements at Holmes? What repairs will be done?
- Where space is available, will NYCHA encourage the inclusion of ground-floor commercial storefronts? How will NYCHA learn from residents regarding what types of business or community facility they want?

Employment Opportunities and Section 3

Through the Resident Economic Empowerment & Sustainability (REES) program, NYCHA trains and places residents into jobs with NYCHA contractors. Under HUD's Section 3 regulation, these contractors must hire public housing residents or other low-income individuals "to the greatest extent feasible" for the contract work.

NYCHA's FY16 Annual Plan outlines the goal to "double the number of residents connected to jobs in [the] next ten years to 4,000 annually through... REES and community partners." In the first nine months of 2015, NYCHA reported placing 1,995 residents into jobs via one of its three REES programs. Yet only 229 "projected hires on contracts awarded from

reporting period 1/1/15 to 9/11/15” were placed under Section 3 and its “Section 3 alternative,” the Resident Employment Program (REP), or 11% of total placements.¹

What is going on with Section 3 in relation to what will be a flurry of development activities on NYCHA sites in the coming years? With 50-60 potential infill projects in the pipeline, NYCHA must expand all three REES programs—REP; NYCHA Resident Training Academy for construction, pest control, and janitorial jobs; and Jobs-Plus—to increase its pool of REES participants. Focus should be given to increasing Section 3 and REP job placements, training workers for anticipated construction and other positions that will become available during and after the infill development phases.

I recently met with a NYCHA resident who completed a 4-week apprentice program under REES. Through a partnership with West Harlem Development Corporation, participants were promised employment upon graduation. Graduates were also promised membership in Local 79, the construction and general building laborers’ union, securing a status that will broaden their job prospects for future employment. I hope this program is successful, and I urge NYCHA to make more apprenticeship programs available to residents.

Employment must be extended to all eligible individuals, including applicants who possess the knowledge and skills for a job but who may be screened out of the hiring process due to prior criminal records. As of October 27, 2015 when the city’s Fair Chance Act, which I co-sponsored with Council Member Jumaane Williams, went into effect, it is no longer lawful for *any* employer hiring in New York City to ask about an applicant’s criminal history until extending a conditional job offer to that applicant. NYCHA must ensure that its contractors abide by the Fair Chance Act.

Community Planning – NextGeneration NYCHA Community Visioning

In 2014, NYCHA conducted community visioning sessions at Mill Brook Houses in the Bronx and Ingersoll Houses and Van Dyke Houses in Brooklyn. This is a step in the right direction. However, I am disappointed by the lack of community planning for infill sites prior to their selection. Sandra Perez of Holmes Towers attended each of NYCHA’s planning sessions that took place *after* Holmes’ playground was designated for development. While NYCHA staff seemed willing to consider recommendations that came out of the meetings, Ms. Perez said what Holmes Towers residents most wanted—no infill in their development—was never an option.

East Harlem has the second-highest concentration of public housing in the nation. When my office partnered with the Speaker’s Office and East Harlem-based community organizations to develop an East Harlem Neighborhood Plan intended to *precede* future rezoning decisions in the district, we included NYCHA residents in the process. NYCHA residents participated in each of the six community visioning sessions, and resident leaders such as Ethel Velez, President of Johnson Houses Tenant Association, sat on the NYCHA subcommittee. Residents developed recommendations for challenges such as safety concerns and lack of economic empowerment; they expressed the need for true resident engagement with current tenants who will be impacted by NYCHA’s decision to build on public land.

NYCHA cannot conduct community visionings piecemeal, engaging residents in some neighborhoods while passing over the two sites selected for infill. Whether partnering with other

¹ NYCHA FY16 Annual Plan, pp. 76-77.

community efforts such as the one in East Harlem or expanding its community visioning initiative to cover all neighborhoods, NYCHA must determine developable space *alongside* residents before committing any site for development. NYCHA needs to learn from residents what types of amenities, community space, or commercial storefronts are needed. Selecting sites for infill development must be a decision made with resident representatives at the table—and with their votes. If a site is identified in a community with a neighborhood plan in place, NYCHA should consult the plan to align proposed developments with community goals.

Service Delivery and Resident Support

NYCHA has made great strides toward improving residents' quality of life: CCTV installations are complete, community centers are open late, recreational and academic support programs have been expanded under the Saturday Night Lights initiative, and 15 students were awarded \$1,000 scholarships in 2015 through the CUNY-NYCHA scholarship fund.

However, OPMOM, NextGeneration's pilot program designed to improve the speed and quality of repairs through decentralizing decision-making authority to individual development's management staff, is not yet functioning as intended. Quick turnover of work orders depends on having sufficient repair staff who can deliver quality services. NYCHA must increase the number of onsite staff, provide training to these staff, and allocate sufficient resources to each development to ensure OPMOM staff can address repair needs quickly.

A NextGeneration NYCHA goal is to "change how NYCHA engages with residents." To achieve this, NYCHA must first support Tenant Associations and their leaders. Resident leaders are the backbone of NYCHA communities. TA Presidents and CCOP members in the South and North Manhattan Districts work tirelessly to ensure their developments—some of them the size of a small city—are safe and remain desirable places for families to live. When NYCHA does not provide resources to support resident leaders' work, entire communities suffer.

Each year, resident leaders work hard to host Family Days in their development. This annual event brings together entire NYCHA communities and is the ideal setting for resident engagement. Yet Family Days do not receive real support from NYCHA. They remain underfunded, and resident leaders do not receive the help they need to plan the event. NYCHA must recognize Family Days as the foundation to achieving any type of resident engagement and provide the necessary support to every Tenant Association.

I am pleased, however, that TA leaders will be given the necessary technical training to utilize online information; the Tenant Participation Activity (TPA) funds for each development will soon be online, in real time and transparent. I hope to supplement these efforts and find funding that will enable each TA Leader and Board to publish their own newsletter, online and on paper.

Sustainability – Recycling Rollout in NYCHA

NYCHA has committed to roll out recycling in all of its developments by the end of 2016. The initiative consists of placing one multi-bin station outdoor to collect paper/cardboard and plastics/metal/glass from every three buildings. According to NYCHA data provided to my office, as of October 2015, 16 NYCHA developments in Manhattan have had the recycling bins installed. They range in size from the 102-resident Morris Park Senior Home to the 5,074-resident Wagner Houses. Collection began at these sites over fall and winter of 2015.

My office reached out to Gregory Floyd, President of Teamsters Local 237, whose members include NYCHA staff who handle trash and recycling. He stressed that Local 237 is very supportive of initiatives that help to create healthier waste collection and have a positive impact on the environment, benefitting both NYCHA employees and residents. Unfortunately, Local 237 members have reported to him that the recycling pilot program is not working as planned:

- The recycling rollout has not created a healthier environment. The placement of more recycling bins has resulted in an increase of garbage that residents are leaving alongside the bins without the necessary division of recyclables and other garbage.
- Local 237 workers now have more and dirtier work as they must go through the trash to place the refuse in the appropriate receptacles.
- Local 237 workers do not see the kinds of outreach and education efforts specified in the NextGeneration NYCHA Plan for “a community engagement strategy with educational activities, workshops, and events to promote recycling.”

I understand that the initiative is new and that NYCHA is working with GrowNYC to provide recycling education to residents. But the recycling stations are attracting garbage, and more garbage will attract more rats.

Rats are a problem at many NYCHA developments. Rat populations flourish when there are food sources nearby. According to Caroline Bragdon of the Department of Health and Mental Hygiene, New York City’s rat expert, rats only need 1 ounce of food a day to survive. With 31% of our solid waste consisting of organics such as food scraps, and the limited space within NYCHA buildings to collect and store garbage, NYCHA must manage its trash better to cut down on rat infestations.

Resident engagement is essential to a successful rat abatement program. Sarah Martin, a 57-year resident of Grant Houses and former Tenant Association President, led a pilot project from 2006 to 2013 that introduced recycling into the development and saw the reduction of trash and rat activities. The pilot was launched in Grant’s nine buildings. Before the pilot, Ms. Martin asked NYCHA management to count the number of garbage bags that one Grant building generated in a week: it was 24 to 25 bags. After about a month of recycling, the management counted the bags at that building and found about 10 fewer bags each week. So that means about 90 fewer bags of trash were being generated at Grant Houses with recycling. Rat activities decreased and the cluttering of garbage cleared up.

Ms. Martin attributed the pilot’s success to ongoing, door-to-door outreach and education as she and other resident leaders visited every apartment at Grant Houses year after year. “NYCHA has to let residents take the lead on how recycling will be implemented at the residence,” she shared. She also said that recycling should be accessible indoors, as more people would be willing to recycle when it is convenient for them. NYCHA should adopt Grant Houses’ best practice on recycling outreach and find a way to bring recycling inside buildings despite many buildings’ infrastructure limitations.

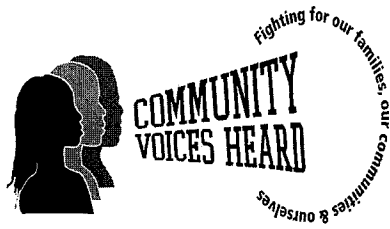
NYCHA has the opportunity to reduce trash and increase recycling in new infill buildings. All new construction should have designated areas on each floor for recycling, and garbage chutes should be able to accept standard-size garbage bags, though I know that

retrofitting current NYCHA buildings is difficult. Buildings must also have adequate space to store trash and recyclables.

Summary

As NextGeneration NYCHA implementation continues, I urge NYCHA to:

- Improve communication and transparency of infill projects, including how funds will be used for capital improvement needs of the onsite NYCHA development;
- Commit to 100% affordability at tiered AMI levels for all units built on NYCHA land;
- Expand REES training, including apprenticeships, to increase Section 3 and other job placements for residents;
- Engage residents in community visioning processes prior to making decisions to develop on NYCHA land;
- Invest resources, including increasing staffing and training, into OPMOM to achieve the intended reduction in turnaround time for repair service requests;
- Prioritize support for resident leaders, including increased resources for Family Days, to improve resident engagement;
- Incorporate residents' best practices to improve the recycling initiative; and
- Ensure new construction will be built with adequate trash and recycling areas.



Testimony for Saundrea Coleman **Stanley Issacs/Holmes Houses**

Greetings and Good evening all. My name is Saundrea Coleman, I am a current resident of Stanley Isaacs Houses, but have lived in Holmes Houses for 23 years and am an active leader of Community Voices Heard (CVH). I am also a civilian member of the New York City Police Department (NYPD), in which I supervise payroll and have been with the department for 23 years. I am passionate about fighting for the rights of others and stopping discrimination as well as unjust, unfair treatment for all people.

Today, we are here to discuss the options NYCHA has chosen to follow that allows them to put mixed income housing on the grounds of current NYCHA land. Although, NYCHA no longer calls this Infill, since this was the previous mayoral administration's name, I see little difference so I will call it Infill going forward. As I stated I am a former resident of Holmes Houses and spent 23 years there and only recently I was transferred into a bigger apartment after being placed on a waiting list for over 23 years. I'm sure my recent vocal involvement in the fight to preserve Holmes had nothing to do with the speediness of my transfer. When I moved into NYCHA 23 years ago, they put their best foot forward, recently they don't seem to even bother.

We are here to address the current NYCHA Infill plan, which I am opposed to and feel there are a number of reason's it doesn't work for us. First, The Yorkville section of Manhattan where this infill is supposed to be taking place is loaded with construction. This will leave us with a number of other issues, such as losing our children's playground, hurting and disrupting our air quality, and hindering the shinning of the precious sun. The second avenue subway is still being worked on, there's a garbage dump being built between York and East End Avenue. We have had to deal with huge overcrowding and to squeeze another building would not only add another 200 to 400 tenants, but will affect every bit of our lives, which includes transportation, school, etc. with no clear plan on how to successfully handle these issues.

When do the tenants of Holmes Towers and the surrounding community get a break? There has been construction year after year in our neighborhood all around us and the construction seems not to be slowing down. While there is talk about other private development, I can speak out about any further development on NYCHA land. Finally, NYCHA states that the money that will be generated from the leasing of NYCHA land will go towards the improvements in Holmes Houses, but overall based on those number it will not make a huge dent in the overall NYCHA budget. I know that the Chair has started that we have to start somewhere, which I agree with, but I'm not in favor of it continuing to be on the backs of residents that have already had to deal with all the issues previously stated.

All the reasons stated are again why, I am not supportive of Infill and I call on this council to hear residents and understand why we're testifying today. Thank you for allowing me to testify and good evening to all again.



**Testimony of
Victor Bach, Senior Housing Policy Analyst
Community Service Society (CSS)
at
Oversight Hearing on
The NextGeneration NYCHA Housing Development Plan
New York City Council Committee on Public Housing
January 26th, 2016**

CSS welcomes the opportunity to submit testimony at this first Council hearing on NYCHA development since the release of the NextGeneration Plan last May. The ten-year plan envisions two housing development initiatives in public housing communities:

NextGeneration Housing: 100-percent affordable residential buildings. (10,000 units.)

NextGeneration Neighborhoods: 50-percent affordable residential buildings. (7,500 units.)

NYCHA estimates that these initiatives will ultimately affect 50 to 60 of its 334 developments. So it is important to use early experience to help set reasonable standards for the future. To date, only five developments have been participating in the NextGeneration development process, including Holmes Towers. Based on what we have observed, we commend residents for playing a conscientious role in the engagement, as well as NYCHA staff for working with residents on community visioning and housing priorities.

Principles Guiding NYCHA Development

We believe several principles should apply to all housing development at NYCHA sites:

- 1) *Affordability*: AMI levels targeted for admission should be tiered in order to reach the income levels of current public housing residents.
- 2) *Preferences*: 25 percent of admission preferences should be set aside for current residents, particularly seniors.
- 3) *Revenue for On-Site Capital Improvements*: Where development activity generates NYCHA revenues, the major share (75%) of such revenues should be earmarked for on-site capital improvements. Residents should be rewarded for their engagement efforts, for

giving up open space, and for putting up with nearby construction. Furthermore, it is essential that NYCHA be transparent in monitoring the revenues generated at each development and their allocations.

- 4) *Good Jobs for Residents*: Residents should be accorded priority in training, apprenticeship, and job opportunities generated by redevelopment, both in construction and permanent jobs generated.
- 5) *Community Benefits Agreement*: Agreements reached between residents and NYCHA or the developer—re jobs, revenue allocation, income-targeting, admissions, and other negotiated benefits—should be recorded in a written, legally-binding agreement with residents.

Transparency: Advance Notice to Residents that Their Development May be a Candidate.

Finally, based on current experience, we believe NYCHA needs to do much more to let residents know in advance what kind of development might be in store for their communities. At present, once a development is selected for on-site construction and resident leaders are contacted, it is too late for them to challenge the initiative. NYCHA is clear that residents may influence the type of housing to be built, its size, who is to be admitted, what sites are to be considered. However, that housing will be developed on-site with the prescribed degree of affordability is an accomplished, non-negotiable fact from the start, no matter how the NYCHA-resident engagement proceeds. Although the Authority must file a Section 18 Demolition/Disposition proposal for HUD approval of land disposition, such approval requires only that residents be consulted and offers no real opportunity to contest the proposed redevelopment.

At Holmes Towers, for instance, residents are concerned that a valued playground will be lost. Whether those concerns have been adequately addressed is still unclear.

This kind of situation points to the need for residents to know in advance whether their community is a candidate for NYCHA housing development and what alternative sites or footprints are under consideration. Such notice should also allow them to contest their candidacy before they are selected.

NextGeneration NYCHA is a comprehensive 10-year plan. No doubt NYCHA is already planning for the next round of housing development initiatives. For years, well before the current administration, the Authority has been conducting a comprehensive citywide assessment of

which developments have available land for redevelopment and what rent levels the local market will support. Resident leaders deserve to know what they have found and be informed in advance where their development stands on that citywide NYCHA map of candidates. Is there available land for residential development? Is the development deemed suitable for the 100-percent or 50-percent affordable program, or for neither? What alternative sites on campus are under consideration?

In short, we recommend that resident leaders at all developments be notified whether their developments are considered suitable candidates for new housing and what sites are under consideration. And there should be a process under which resident leaders can contest their candidacy in advance of their selection by the Authority.

Thank you.



Testimony by The Legal Aid Society

Before the New York City Council Committee on Public Housing

Oversight Hearing: NextGeneration NYCHA and Development on NYCHA Property

January 26, 2016

Introduction

The Legal Aid Society (the Society) is the oldest and largest provider of legal assistance to low-income families and individuals in the United States. Operating from 26 locations in New York City with a full-time staff of more than 1,800, the Society handles more than 300,000 individual cases and legal matters each year. The Society operates three major practices: the Civil Practice, which improves the lives of low-income New Yorkers by helping families and individuals obtain and maintain the basic necessities of life - housing, health care, food, and subsistence income or self-sufficiency; the Criminal Practice, which serves as the primary provider of indigent defense services in New York City; and the Juvenile Rights Practice, which represents virtually all of the children who appear in Family Court as victims of abuse or neglect or as young people facing charges of misconduct. The Society is counsel on numerous class-action cases concerning the rights of public housing residents and is a member of the New York City Alliance to Preserve Public Housing, a local collaboration of New York City Housing Authority ("NYCHA") resident leaders, advocates and concerned elected officials. Additionally, The Society is a member of The Real Affordability for All ("RAFA") Coalition, a coalition of over 60 groups working to end the affordable housing crisis in New York City.

We appreciate the opportunity to testify before the City Council's Public Housing Committee concerning NextGeneration NYCHA and development on NYCHA property. We greatly appreciate the leadership of Chair Ritchie Torres and his commitment to public housing residents.

NYCHA's Financial Crisis

Public housing in New York City is a vital and vibrant source of stable and affordable housing for low-income New Yorkers, with over 500,000 residents living in 179,000 apartments spread throughout NYCHA's 334 developments. NYCHA has fallen into critical condition in recent years, marked by significant operating deficits year after year and accelerating deterioration of its housing infrastructure. Today, NYCHA faces many challenges, including an estimated \$99 million operating deficit due to inadequate funding. Additionally, NYCHA has over \$17 billion in unmet capital needs to its aging buildings. Residents are living with chronic disrepairs and face year-long waits for needed repairs in their apartments.

We applaud Mayor Bill de Blasio for taking an active role in expanding NYCHA resources, by relieving NYCHA of the \$73 million annual payments for police services and the \$32 million annual PILOT payments in lieu of property taxes. This means that over \$100 million each year will be added to NYCHA's limited operating resources to strengthen management and repairs. The Mayor also committed \$300 million from the capital budget over three years to critically needed roof replacements. The City has also taken over the operations of the 41 remaining NYCHA managed senior and community centers, ending the yearly crisis at the brink of defunding.

NYCHA has spoken publicly and repeatedly about its escalating need for funding to sustain aging units of affordable housing. Against a backdrop of long-term government disinvestment in public housing over the past years, NYCHA has been exploring new ways to raise revenues and secure its financial stability.

NextGeneration NYCHA Plan

In May, 2015, NYCHA released its NextGeneration NYCHA Plan ("NextGen NYCHA") a ten year plan to protect and strengthen public housing. NextGen NYCHA forms part of the Mayor's affordable housing plan, Housing New York, and is described by NYCHA as a 15-point strategic plan to make fundamental changes that address how NYCHA is funded, how it does business, and how NYCHA engages with residents.

One of the strategies laid out in NextGen NYCHA is the provision of NYCHA land for the development of affordable housing. The NextGen NYCHA Plan calls for the development of 17,000 housing units on NYCHA grounds, of which 13,500 (80%) would be “affordable.” NYCHA estimates that 50 to 60 towers-in-the-park communities- about one out of five- will be involved in this initiative over the next ten years.

While redevelopment represents significant change and disruption for current public housing residents, the program has important objectives: Available NYCHA land can help address the shortage of affordable housing for low-income New Yorkers. Significantly, redevelopment also presents an opportunity to generate NYCHA revenues—through land-leasing and developer fees—that NYCHA needs to improve resident living conditions by addressing outstanding repairs and major capital improvements. We have reviewed the NextGen NYCHA Plan in terms of its potential impact on affected communities and our comments focus on affordable housing development at NYCHA sites; revenues generated by any development; and jobs and labor provisions.

Affordability Issues

Affordability- Should it Depend on Market Context?

The NextGen NYCHA Plan includes two models of affordable housing development. 10,000 apartments will be developed in buildings that are 100-percent affordable, located largely in weaker rental markets. The remaining 7,000 apartments will be in mixed-income buildings, with 50 percent of the apartments affordable; which are located largely in the stronger rental markets where leasing can generate significant revenues. Although 80 percent of the total units developed on NYCHA land will be affordable, the proportion of affordable units will vary with the market context.

Affordable for Whom?

The NextGen NYCHA Plan defines affordability for households with incomes up to 60 percent of AMI, that is, an income of \$46,000 for a family of three. Unless additional subsidies, such as project-based Section 8 subsidies are available for use in a particular development, these income levels will not accommodate poor or very low-income New Yorkers, or a majority of current NYCHA residents. To date, the NYCHA Requests for Proposals (“RFP”) for Millbrook,

Ingersoll and Van Dyke Houses, gives preference to proposals offering deeper affordability, but there is no guarantee that very low income families will have access. The current RFPs are a joint undertaking by NYCHA and the New York City Department of Housing Preservation and Development (“HPD”) and proposals will follow the HPD “term sheets” to get to more specific affordability in each development. The HPD Term Sheet for ELLA (affordable family) and SARA (affordable senior) are applicable to this first round of NYCHA RFPs. The term sheets clearly define the affordability levels, number of apartments by bedroom size as well as other underwriting and programmatic requirements. For instance, under SARA—the senior housing funding program—“30% of the units should be reserved for formerly homeless” by the developer. Under ELLA—the family lower-income program— the developer can choose between reserving 30% of the units for formerly homeless families OR providing 40% of the units to a range of income bands between 30-60% of the area median income. Neither term sheet specifically mentions admission preferences for NYCHA residents or preferences within the community.

Recommendations:

- Given the scarcity of land suitable for affordable housing development, publicly-owned NYCHA land should be used exclusively to support affordable housing for low-income New Yorkers. The mixed-income model should be abandoned, except where the resident community and NYCHA reach agreement on the degree of affordability. The community visioning process should present an opportunity for residents to assess potential benefits and costs attached to mixed-income development, including whether the revenues generated by leasing and developer fees can be used to address on-site capital improvement needs.
- The Society recommends that all affordable housing developed on NYCHA land comply with a 50 percent community preference (including 25 percent for NYCHA residents) and a 25 percent preference for currently homeless families.
- These competing demands are not reconciled in the RFP or the plan and should be specifically spelled out for the developer.
- There should be a commitment from NYCHA to deeper affordability in order to ensure access to the newly developed housing to current public housing residents, to the

homeless in the shelter system and to low-income New Yorkers at large. All affordable units should have tiered income levels that are able to reach current NYCHA residents, with subsidies brought to bear, in the form of project-based Section 8 vouchers and NYCHA and HPD should be prepared to make those commitments.

- NYCHA should develop specific terms sheets confirming the income levels, bedroom breakdowns and housing priorities/preferences for housing on NYCHA land.

Revenues Generated

The NYCHA revenues generated by development are a critical resource needed to address repairs and major improvements. Several measures are needed to ensure that commitments to residents are carried out, by providing greater transparency as capital is allocated to meet needs.

Recommendations:

- The Society recommends that in evaluating proposals from developers, consideration should be given to maximizing revenues from land-leasing, developer fees, and any other sources at the same time balancing against the affordability levels needed in the development and in the community. Revenues generated by development should first be committed to address the on-site backlog of needed major improvements. Any excess revenues should be allocated to improvements in other NYCHA developments.
- NYCHA should maintain an ongoing, open accounting of the capital pool generated within each developments its allocations over time to needed improvements.

Written Community Benefits Agreement

We believe that each of NYCHA's community engagements in the NextGeneration Neighborhoods program should result in a written, legally-binding community benefits agreement that will ensure that resident objectives will be met. Agreements should include, among other things: 1) transparent NYCHA accounts of the revenue generated and how it is allocated, 2) the proportion of the revenue to be allocated to on-site capital improvements, 3) training and job opportunities to be provided to the community.

Jobs and Labor Provisions:

Housing development plans on NYCHA land should generate good jobs at decent wages. They should also offer opportunities for residents to gain training and employment in the construction trades, as well as preference for the permanent jobs generated.

Recommendation:

- The Society recommends that prevailing wages should be required for all construction under the NextGen NYCHA Plan. Where necessary, developers should be given the option of waiving the prevailing wage requirements by entering into a Project Labor Agreement with the Building and Construction Trades Council.
- Section 3 requirements should apply to all construction and permanent jobs generated by development activity; they should emphasize maximizing entry into state-certified apprenticeship programs to ensure career paths.

CONCLUSION

Thank you again for the opportunity to testify.

Respectfully Submitted:

Seymour W. James, Jr., Attorney in Chief
Adriene Holder, Attorney in Charge, Civil Practice
Judith Goldiner, Attorney in Charge, Law Reform Unit
Lucy Newman, Of Counsel
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199 Water Street
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URBAN JUSTICE CENTER

For the record

Oversight Hearing: Next Generation NYCHA & Development on NYCHA Property

1792 First Ave
New York, New York
January 26, 2016

Urban Justice Center - Community Development Project

Testimony before the Committee on Public Housing

Good Evening. My name is Keriann Pauls and I am a staff attorney at the Community Development Project at the Urban Justice Center. The Urban Justice Center is a project-based umbrella legal services and advocacy organization serving New York City residents. The Community Development Project (CDP) of the Urban Justice Center formed in September 2001 to provide legal, technical, research and policy assistance to grassroots community groups engaged in a wide range of community development efforts throughout New York City. Our work is informed by the belief that real and lasting change in low-income, urban neighborhoods is often rooted in the empowerment of grassroots, community institutions.

CDP stands with our community partners in advocating for the *preservation* of safe and affordable housing for all New Yorkers, especially those from traditionally disenfranchised communities. We do not support the *development* of housing when it comes at the cost of negatively impacting the communities we serve.

CDP opposes the Next Generation NYCHA infill plan for the following reasons:

First, we oppose NYCHA's infill plan as the City's public property should not be used to benefit private developers and private interest. We question why the infill plan does not look to the affordable housing developers and not-for-profit organizations dedicated to the preservation and creation of truly affordable housing.

Next, NYCHA's infill plan of 50% affordable and 50% market, defining "affordable" as 60% AMI does not create the type of "deep affordability" that the residents of this City in these communities need. Requiring only 50% of the development to be affordable is simply not a good enough reason to take public property and put it in the hands of private developers. Furthermore, the development of affordable housing should always come with the requirement that a significant share of units to be set aside for the very low income tenants of our City (30% AMI), which the NYCHA infill plan fails to consider.

Finally, while we applaud NYCHA's efforts to promote community engagement, there is no assurance that NYCHA residents' concerns will truly be addressed or that the commitments made by Mayor de Blasio, City Council and NYCHA will be enforced. NYCHA residents must be

adequately informed of the development proposals, given the opportunity to provide meaningful feedback and criticism, and there must be a mechanism for the residents' concerns not only to be heard, but to be incorporated into the decision-making process. It is paramount that these processes and hearings be accessible to all NYCHA residents regardless of their language of origin/preference. Community engagement is a beginning, but does not ensure that the voices of NYCHA residents will be heard and their concerns met.

To conclude, we urge the Mayor and City Council to look elsewhere when contemplating where to develop. Instead of focusing on traditionally low-income neighborhoods and public property, the City should turn to the more affluent neighborhoods and contemplate rezoning in those areas for solutions to the lack of affordable housing.



**Testimony of Judi Kende
On behalf of
Enterprise Community Partners, Inc.**

**For the New York City Council
Committee on Public Housing
Oversight Hearing:
The NextGeneration NYCHA Development Plan**

**Isaacs Community Center at Holmes Towers
January 26, 2016**

On behalf of Enterprise, I would like to thank Chair Torres and the City Council Committee on Public Housing for the opportunity to comment on the NextGeneration NYCHA Development Plan. Enterprise is a national non-profit affordable housing organization dedicated to ending housing insecurity through capital investments, programmatic solutions, and policy change. Since our New York office opened in 1987, we have committed nearly \$3 billion in equity, loans, and grants to help create or preserve 49,000 safe, quality affordable homes for 114,000 low-income and vulnerable New Yorkers.

The single largest portfolio of affordable housing in the country is owned and managed by NYCHA. Our city's public housing stock provides stable and affordable homes to more than 400,000 of our city's most vulnerable residents with average household earnings of about \$23,000 per year, and including 77,000 seniors and 110,000 children. Public housing has been a stabilizing force and a springboard of opportunity for so many, including civic, business, and cultural leaders. Preserving NYCHA for this purpose is one of the most important tasks we face as a city.

Unfortunately, NYCHA is in danger, both physically and financially. As the NextGen NYCHA plan points out, our public housing faces a backlog of \$17 billion in unmet capital needs, many of which lead to serious quality of life challenges for residents. At the same time, federal support for capital expenses has declined by \$1 billion since 2001. Given these trends, without intervention, we are truly at risk of losing NYCHA forever.

As NYCHA continues to improve their organizational efficiency, our public housing needs an infusion of funds from a variety of sources outlined in NextGen NYCHA, none of which are silver bullets, but taken together will put New York's public housing on the path to preservation. Proceeds from NextGen Neighborhoods will be reinvested into public housing capital needs, including improvements at Wyckoff Gardens and Holmes Towers, which can help provide existing residents with the quality housing they deserve.

On site development also helps to meet the city's overall housing needs. We are in the midst of an affordable housing crisis, and we need more housing at low- and moderate-income levels to address the issue. Additionally, new affordable housing in neighborhoods with good schools, safe

streets, and access to transportation and other amenities is crucial in furthering the goals of fair housing and connecting low-income families to opportunity within their neighborhood.

These developments will be a product of public-private partnerships, which have a proven track record in affordable housing. The vast majority of affordable housing is financed through the Low Income Housing Tax Credit program, which combines private equity with public subsidy in the form of tax credits and gap financing. These properties adhere to regulatory compliance and oversight that provide residents with long-term affordability. In our current fiscal environment, we must use every tool available to make improvements to NYCHA and create new housing, and this will require working with responsible private housing developers and investors.

I would also like to highlight the importance of community input and resident engagement in the NextGen NYCHA plan. NYCHA has a difficult task in balancing its role as a landlord, its need to find capital funding through new development, and the needs and interests of its residents. As part of this balance, NYCHA must continue to ensure that resident voices are heard, considered, and incorporated into its development and reinvestment plans. If done well, development on sites adjacent to existing NYCHA properties can improve the quality of life and access to neighborhood amenities for existing residents as well as provide much needed affordable housing for new residents.

Finally, while we support innovative ways for NYCHA to meet its capital needs, we cannot give up on advocating for additional public funding at the city, state, and federal levels. However, with the astounding level of capital needs within its current portfolio, it is clear that we cannot rely on public sources entirely to preserve our essential public housing assets.

Testimony of Douglas A. Balder, AIA - Committee for Independent Community Action

Good evening. I am Douglas A. Balder, architect, and a member of the Committee for Independent Community Action.

For 80 years, since 1935, New York City/NYCHA has built and operated public housing. Housing experts regard NYCHA as one of the few examples of successful public housing. NYC Public housing has remained occupied over the years at a high rate. In many other American cities, for example, Los Angeles, Baltimore, St. Louis, Chicago, public housing has been demolished and the role of the housing authorities in those cities has been diminished to administering rent subsidies to poor and low-income tenants.

NYCHA's Next Generation plan calls for selling a 50% share of NYCHA apartments to developers who will collect rents, subsidies, and tax abatements and leasing land to developers to build and operate affordable housing on existing park space, parking lots and playgrounds in NYCHA projects. Once developers have a 50% share of ownership in NYCHA apartments and control new buildings on NYCHA land, the housing is transferred from the public domain to private interests controlling what is now called affordable housing. On average the rents for these affordable units will be twice as high as the average NYCHA rent.

NYCHA issued in September 2015 a request for proposal to developers. In it NYCHA asked for responses to build infill housing on NYCHA property. NYCHA's evaluation criteria of the developer's responses, on the one hand, asked developers to maximize the number of deeply affordable units, evaluated at 10%, while also asking developers to provide as many affordable units as possible requiring the least amount of subsidy, evaluated at 35%. If I were a developer, I would drop the deeply affordable apartments in favor of providing the highest allowed rents to capture the 35% evaluation.

Developers will control who are the future tenants of NYCHA housing, who apply to the lottery for apartments, who get into the new affordable units or to replace tenants who leave or die or are evicted. Developers will select applicants with the best credit and who can pay the highest allowable rent. Developers will control, as they are on the ground, who lives in affordable housing on NYCHA property. Infill is being placed in neighborhoods where gentrification is well under way, according to the Chair of NYCHA, like Holmes Towers and Wyckoff Gardens. This will push out NYCHA residents.

This is called privatization, when public resources, resources that belong to the public, are turned over to private interests. When private interests control former public housing, housing for the poor and low-income, it is in the developers' interests to seek as great a profit as possible. And their investors will press them to do so. This is a fact of this new arrangement. As a consequence of this transfer, neighborhoods are transformed as small businesses can no longer afford renting in the increasingly upscale neighborhoods. Privately owned apartment rents increase, and developers and speculators buy up adjacent properties and housing, and services become more expensive. This, over time, forces residents out of their neighborhoods, destroying families and communities.

NYCHA's Next Generation plan does not protect public housing - it divests it by selling to private developers who will transform the housing and whole communities.

Why doesn't NYCHA protect public housing as a public resource and insist that it remain permanently affordable for current residents? Why doesn't NYCHA develop a plan to repair and maintain the housing and deal with its operational deficits, not by pushing out the residents who have maintained the housing, have raised families, and fully participate in making New York City

run. Why won't NYCHA work with low-income housing tax credits (LIHTC) and ensure the affordability and stewardship of LIHTC housing in perpetuity while preserving public subsidies without selling the public resource of housing to private interests? Why don't NYCHA and the city take a percentage of the profits on luxury building construction in New York City and use that for NYCHA's own deficit and needed repairs?

The purpose of public hearings is to develop new ideas about what to do while protecting residents of NYCHA. Why doesn't the New York City Council, led by the Committee on Public Housing, provide leadership in protecting the residents of NYCHA? Why doesn't NYCHA take responsibility and develop solutions that don't undermine its primary mission?

We appreciate today's hearing and urge the Committee on Public Housing and Councilmember Ritchie Torres to conduct hearings throughout New York City, in all boroughs and in central locations where all New Yorkers can learn about NYCHA's Next Generation plan, voice their opinion and a solution created for NYCHA's crisis.

Thank you.

TESTIMONY OF HARRY KRESKY
ATTORNEY FOR THE
COMMITTEE FOR INDEPENDENT COMMUNITY ACTION

Good evening. I am Harry Kresky, the attorney for the **Committee for Independent Community Action (CICA)**.

We are pleased that the City Council is holding this hearing today. It provides New Yorkers with a chance to learn the details of, and weigh in on, plans that are being implemented to privatize NYCHA. CICA does not support these plans. I have attached our analysis of the problems with this privatization process to the record copies of this testimony.

This hearing is being held after petitions calling for public hearings and signed by over 2,300 New Yorkers were submitted to the City Council in November. 900 more signatures have been gathered since then, and Manhattan Community Board 6 has adopted a resolution calling for hearings.

Public hearings, in our view, are part of an effort to make the City Council (our elected representatives) take responsibility for these plans, hear from the people of this City, and then vote them up or down. In particular, we believe it is vital that the Council hear from those most affected by privatization – the City’s poor and working people, many of whom are here with us today along with their supporters.

Most people do not know that during the previous administration, the City Council went to court to block such privatization plans on the grounds that no hearings had been held and no vote taken. The case was brought by the Council, the Baruch and Douglass Houses tenant associations, and a tenant in each of these projects. The case was dismissed, not because it lacked merit, but because the plans were not far enough along to make them ripe for judicial review. I have attached copies of the decision of New York County Supreme Court Justice Cynthia Kern, issued on December 2, 2013, to the record copies this testimony.

The plaintiffs, including the City Council, argued that Section 150 of the State Public Housing Law prohibited the sale, leasing, or other such disposition of NYCHA property to private interests without approval by the City Planning Commission and the City Council.

Now, there are some differences between the plan then before the Court, and the one being implemented now. The current plan allows for the building of more “affordable” and less market-rate housing. Neither plan mandates the construction of housing for poor and working people – those with incomes comparable to the incomes of NYCHA tenants and less than the average affordable household income of \$46,000.

Both plans would permit private developers to build high-rise buildings on open spaces – playgrounds, sitting areas, parking lots – in NYCHA projects.

The principle remains the same. Public housing is a public trust. The land owned by NYCHA and other housing authorities in this state is intended for public use – specifically, to provide decent housing to those unable to afford market rates. Public housing is a critical part of the City's infrastructure, like its parks, its bridges and its water supply. Can the City sell those to private interests for private use? Can it do so without hearings and approval by the City's legislative body? Of course not. Such a give-away would be inconceivable.

What is the next step after these hearings? Will the Council put this to a vote, so that each member will have to go on record as to whether or not he or she supports privatization? Will it seek guidance from the City Planning Commission? Will the Council go to court to stop these plans going forward without its approval?

The matter is in your hands, and the people of this city are watching.

Dated: New York, NY
January 26, 2016

The NYCHA Crisis

A report by Lenora B. Fulani with Douglas A. Balder and Harry Kresky

The Crisis

The New York City Housing Authority (NYCHA) currently provides subsidized apartments for more than 400,000 low-income New York City residents. This housing, and the families who depend on it, face a crisis.

In the last 40 years, there has been heavy disinvestment in urban infrastructure throughout the United States. In particular, the public sector – schools, hospitals, social welfare programs, and public housing – has been allowed to decay.

In New York City, NYCHA housing has been one of the casualties of this decay. As a result of mismanagement and underfunding, it faces an annual operating deficit of \$98 million, and a shortfall of \$17 billion for needed capital improvements.

In addition, NYCHA buildings throughout the five boroughs suffer from a total of \$3 billion in “deferred maintenance.” They are structurally sound, but there is serious deterioration of the lighting of public areas, building security, elevators, roofs, bathrooms, and kitchens.

Why?

From the perspective of the private sector, public housing, operated and maintained with public funding, is an unsustainable dinosaur. Why should poor and working-class people be allowed to live on land and in buildings that could be a significant source of profit for the real estate industry? For example, in Manhattan, Amsterdam Houses is across the street from Lincoln Center. The land alone has a market valuation of \$200 per each square foot built of residential space. By comparison, land in the Morrisania part of the Bronx is valued at only \$10/square foot. From the developers’ point of view, this difference in value could be accruing as profits to the real-estate interests on housing at market rents. The real estate industry and the political establishment have thus devised a two-part plan to “save” NYCHA.

Selling Off Apartments

Part I of the plan is to sell off individual units of NYCHA housing to private developers. In Manhattan and the Bronx, 900 apartments in five NYCHA projects have been identified as part of a pilot program. The projects include Campos Plaza and East 4th Street (Manhattan), Saratoga Square Houses (Bronx), Milbank-Frawley Houses (Manhattan), East 120th Street (Manhattan), and Bronxchester Houses (Bronx).

When an apartment is sold, the developer who buys it receives a subsidy (in addition to the rent) from NYCHA. The subsidy represents the difference between what the NYCHA tenant pays

(\$425 on average) and the market rent (\$2,500-\$3,000). If a tenant leaves, is evicted, or dies, the developer can choose the next tenant. This bypasses the NYCHA waiting list (currently at 273,000 applicants) and allows the developer to rent to any family of four up to an annual income of \$142,395. Such new tenants would pay 30% of their income in rent, and the developer would still get a subsidy if that were below the market rent.

Infill

Part II of the plan is to sell or lease development rights to “open space” in NYCHA housing to private real estate interests. This is called “infill.” Three pilot projects have been identified in Brooklyn (Ingersoll and Van Dyke Houses) and the Bronx (Millbrook Houses). Under the pilot infill plan, playgrounds, sitting space, and parking lots would be replaced with apartment buildings. Under the plan, 100% of the units in each of these buildings would be affordable. “Affordable” is defined as affordable for a family with an income of \$46,000 or more per year. (At present, the average annual income for a NYCHA family is \$23,500.)

Ultimately, the plan calls for up to 17,000 apartments to be built on NYCHA land. Of these, 3,500 would be market rate and the rest “affordable.” Developers would pay no real estate taxes for 30 years. After that, they could charge market rents.

Infill projects will have application pools generated by developers. Developers will advertise affordable housing for eligible NYC residents in four different categories. The categories include: households earning 60% of AMI (Area Median Income) or less, current NYCHA tenants, households that are NYCHA wait-listed, and disabled people. Qualified applicants will be entered in a lottery. The winners of the lottery will be interviewed by the developer. The applicants that the developer approves will be submitted for NYCHA approval.

NYCHA households (and households on the waitlist for public housing and Section 8 housing) will have preference for 25% of the affordable units. Selected tenants will pay 30% of their gross income in rent, and developers will receive subsidies representing the difference between what tenants pay and market rents.

There is also a category called “deep affordability” (households with incomes of less than 30% AMI). It is assumed there will be a separate lottery for those in the “deeply affordable” category, as the developer will have an incentive to make more units available to such persons.

However, NYCHA will evaluate and approve developers’ proposals using a complex formula. Inclusion of deeply affordable apartments is weighted at 10%. “[P]roposals will be rated based on providing the deepest level of affordability with the least amount of subsidy, and the greatest number of affordable units.” However, deeply affordable units require larger subsidies creating a conflict of interest built into the incentive since NYCHA’s formula, as it considers developers’ proposals, also gives greater weight (35%) to “financial feasibility” or units requiring smaller subsidies. This will discourage the number of deeply affordable units.

If a developer's marketing plan does not target families at 30% AMI or below, it is possible that there will not be enough applicants for the projected number of deeply affordable units. Targeted marketing could result in more persons closer to 60% AMI than 31%.

In theory, the marketing is monitored by NYCHA. But the relationship between developers and NYCHA is not at arms-length: developers can be expected to plead financial hardship to gain a financial benefit from NYCHA. They could seek NYCHA's approval for higher rents (lowering the subsidy burden for NYCHA or allowing NYCHA to shift their subsidy resources elsewhere).

Consequences

In the long run, these intrusions of market economics into public housing will destroy it. Selling off NYCHA apartments is like treating sick patients by selling off their body parts. While there may not be immediate wholesale evictions, the developers who take over individual units have an incentive to replace existing tenants with higher income and more “stable” tenants.

The implementation of the infill plans entails the “capitalization” of playgrounds, trees, open community spaces, and other amenities for the benefit of real estate interests. In addition, infill will insure that the neighboring real estate will become much more valuable. Real estate speculators and developers who know about projects slated for infill and sale of units will buy up surrounding property. In the pattern of gentrification that is now familiar in New York City, higher rents will push out the stores and services serving the current NYCHA tenants, and they will be replaced by upscale stores and services serving the new, higher-income tenants.

Current NYCHA tenants earn substantially less than those eligible for “affordable” apartments under the new plans. A critical public resource that houses more than 400,000 poor and working people will be privatized and priced out of their reach. Meanwhile, nothing is being built for the people who are being pushed out.

Dated: New York, NY
December 21, 2015

New York City Council v New York City Hous. Auth.

Supreme Court of New York, New York County

December 2, 2013, Decided

101386/13

Reporter

41 Misc. 3d 1238(A); 983 N.Y.S.2d 204; 2013 N.Y. Misc. LEXIS 5655; 2013 NY Slip Op 52052(U); 2013 WL 6500171

New York City Council, BARUCH HOUSES TENANTS' ASSOCIATION, ROBERTO NAPOLEON, DOUGLASS HOUSES TENANTS' ASSOCIATION and JANE WISDOM, Petitioners, For a Judgment Pursuant to Article 78 of the Civil Practice Law & Rules against New York City Housing Authority and JOHN B. RHEA, as Chairman of the Board of the New York City Housing Authority, Respondents.

Notice: THIS OPINION IS UNCORRECTED AND WILL NOT BE PUBLISHED IN THE PRINTED OFFICIAL REPORTS.

PUBLISHED IN TABLE FORMAT IN THE NEW YORK SUPPLEMENT.

Prior History: *N.Y. City Council v. N.Y. Hous. Auth.*, 2013 N.Y. Misc. LEXIS 5639 (N.Y. Sup. Ct., Dec. 2, 2013)

Core Terms

Initiative, land lease, Annual, developers, Housing, public housing, agency's action, issuance, sites, private right of action, expression of interest, Petitioners', respondents', regulations, residents, approves, instant action, concrete, lease

Headnotes/Syllabus

Headnotes

[*1238A] [**204] Public Housing--Transfer of Land--Challenge to Land Lease Initiative Proposed by Respondent New York City Housing Authority.

Counsel: [***1] For Petitioners: Patterson Belknap Webb & Tyler LLP.

For Respondent: New York City Housing Authority.

Judges: Cynthia S. Kern, J.

Opinion by: Cynthia S. Kern

Opinion

Cynthia S. Kern, J.

etitioners New York City Council, Baruch Houses Tenants' Association, Roberto Napoleon, Douglass Houses Tenants' Association and Jane Wisdom (collectively hereinafter referred to as "petitioners") commenced the instant proceeding pursuant to *Article 78 of the Civil Practice Law and Rules* ("CPLR") seeking to challenge a land lease initiative proposed by respondents New York City Housing Authority and John B. Rhea (hereinafter referred to as "NYCHA" or "respondents"). For the reasons set forth below, the petition is denied.

The relevant facts are as follows. In 2011, NYCHA unveiled "Plan NYCHA: A Roadmap for Preservation," a five-year strategic plan which identified new and sustainable sources of revenue,

including development rights at NYCHA Campuses that NYCHA could use to generate a significant source of capital funding to raise money for its capital budget. Early in 2013, NYCHA publicly unveiled its proposed plan to lease land from existing public housing projects to private developers (the "Land Lease Initiative"). Pursuant to the [***2] Land Lease Initiative, fourteen parcels of land from eight NYCHA developments located in Manhattan would be leased for 99 years to private developers for the purposes of building high-rise residential buildings. Pursuant to the Land Lease Initiative, eighty percent of the units in the new high rises are to be leased out at market rates and twenty percent of the units are to be reserved for low-income individuals. NYCHA alleges that it chose the fourteen sites primarily for "their potential to generate significant revenue" for developers, and in turn, for NYCHA and its buildings. Specifically, it alleges that "[t]he income generated through land leases would be dedicated to building improvements at the eight developments, initially, and other public housing properties citywide."

After unveiling the Land Lease Initiative, NYCHA released a document entitled "Land-Lease Initiative - Pre-RFP Discussion Document" (the "Pre-RFP"), which provided significant information about the Land Lease Initiative to potential developers such as the identification of the various sites, the amount of square footage that is available under certain zoning rules and NYCHA's views on the applicable approval [***3] process. Subsequent to releasing the Pre-RFP, NYCHA held a series of meetings with residents and resident associations of the affected NYCHA developments. NYCHA alleges that it released detailed information about the development sites, including responses to questions and concerns and created a two-step process whereby NYCHA would first issue a Request for Expressions of Interest ("RFEI"), to be followed by the issuance of a Request for

Proposals ("RFP"). Pursuant to the process, only developers who responded to the RFEI would be permitted to respond to the RFP but a developer could be conditionally designated after a response to the RFEI alone. This means that a developer could be selected subject to the successful completion of all legal pre-development requirements such as local and Department of Housing and Urban Development ("HUD") reviews and approvals, as a result of an "exceptionally responsive and visionary" proposal in response to the RFEI. However, the RFEI makes clear that "NYCHA may only incur a legal obligation identified in the RFEI with regard to the Parcels described in it after NYCHA enters into a binding written agreement and such written agreement is approved by [***4] the Board."

On August 16, 2013, NYCHA issued its Request for Expressions of Interest ("RFEI") which "invites developers to submit proposals for the design, construction and operation" of the residential developments called for by the Land Lease initiative and informs prospective developers that an "internal selection committee" of NYCHA staff will review the submissions. Upon review, the NYCHA members may recommend to NYCHA's board that "a Developer be selected for a particular Development Parcel." Once NYCHA's board approves the recommendation, it will issue a Conditional Designation Letter to the developer and the "selected Applicant must begin pre-development work within thirty (30) days of the date of the conditional Designation Letter." Petitioners then commenced the instant Article 78 petition in October 2013 seeking to challenge the Land Lease Initiative.

It is well-settled that an Article 78 proceeding may only be brought to challenge a final agency determination or action. *See CPLR § 7801*. A court lacks subject matter jurisdiction to issue an opinion in the absence of a genuine legal dispute and thus does not have discretion to entertain an unripe claim. *See Combustion Eng'g. Inc. v.*

Travelers Indem. Co., 75 AD2d 777, 428 N.Y.S.2d 235 (1st Dept 1980). [***5] In order for an agency action to be deemed "final," two criteria must be satisfied: (1) "the action must impose an obligation, deny a right or fix some legal relationship as a consummation of the administrative process...[meaning] a pragmatic evaluation [must be made] of whether the decision maker has arrived at a definitive position on the issue that inflicts an actual, concrete injury"; and (2) "there must be a finding that the apparent harm inflicted by the action may not be prevented or significantly ameliorated by further administrative action or by steps available to the complaining party." *Gordon v. Rush*, 100 NY2d 236, 242, 792 N.E.2d 168, 762 N.Y.S.2d 18 (2003), citing *Matter of Essex County v. Zagata*, 91 NY2d 447, 453, 695 N.E.2d 232, 672 N.Y.S.2d 281 (1998). "If further agency proceedings might render the disputed issue moot or academic, then the agency position cannot be considered definitive' or the injury actual' or concrete." *Matter of Essex County*, 91 NY2d at 454.

In the instant action, that portion of the petition seeking to challenge the Land Lease Initiative as arbitrary and capricious must be denied as unripe as the RFEI was not a final agency action. As an initial matter, the issuance of the RFEI was not a final agency action [***6] because it did not inflict an actual, concrete injury upon petitioners. Petitioners have not demonstrated that they have yet been affected by the issuance of the RFEI as there has been no direct or immediate impact from the issuance of the RFEI and thus, there can be no harm. See *Matter of Town of Riverhead v. Central Pine Barrens Joint Planning & Policy Commn.*, 71 AD3d 679, 681, 896 N.Y.S.2d 382 (2d Dept 2010), citing *Church of St. Paul & St. Andrew v. Barwick*, 67 NY2d 510, 522, 496 N.E.2d 183, 505 N.Y.S.2d 24 (1986) (finding no concrete injury as "[t]here has been no direct or immediate impact from any administrative action. Indeed, as yet, there can be no such harm for there has been no interference.") The "mere participation in an

ongoing administrative process is not, in and of itself, an actual concrete injury." *Matter of Town of Riverhead*, 71 AD3d at 681. Additionally, the issuance of the RFEI was not a final agency action because any harm which may be inflicted upon petitioners in the future may be prevented or significantly ameliorated by further administrative action. As an initial matter, respondents have yet to receive expressions of interest from developers. If respondents do receive expressions of interest, they may decide [***7] not to go forward with the developers that have expressed interest which would render the instant petition moot. Moreover, respondents have affirmed that any determination to go forward with a certain developer would be subject to approval by NYCHA's board, which would constitute final agency action. It would be at that point that a petition challenging the Land Lease Initiative would be ripe for review pursuant to *Article 78*.

Petitioners' reliance on *Price v. County of Westchester*, 255 AD2d 217, 650 N.Y.S.2d 839 (3d Dept 1996) for the proposition that the issuance of the RFEI was a final agency action is misplaced. In *Price*, petitioners, the owners of land abutting the Westchester airport, commenced an Article 78 proceeding in 1994 alleging respondents failed to comply with the State Environmental Quality Review Act ("SEQRA") in connection with a project being constructed at the airport. Respondents asserted that the petition was untimely as they made their final determination for the purposes of compliance with SEQRA in 1987. In addressing petitioners' assertion that the determination was not final because it "contains several contingencies," the court explained:

We agree with respondents that the [***8] contingencies do not affect the finality of the [determination], which clearly commits the County to a definite course of future action with regard to each of the projects identified in the updated master plan.

Id. at 220 (emphasis added). However, in the instant action, the issuance of the RFEI was not a

final agency action as it does not clearly commit respondents to a definite course of future action as NYCHA's members may decide not to approve any of the developers's expressions of interest or they may not get expressions of interest from developers. Further, NYCHA's board may not even approve the developer that NYCHA's members choose, in which case the Land Lease Initiative might not go forward at all.

Petitioners' reliance on *Sierra Club, Inc. v. Power Auth. of the State of New York*, 203 AD2d 15, 609 N.Y.S.2d 599 (1st Dept 1994) is also misplaced. In *Sierra Club*, petitioners brought an Article 78 proceeding in May 1990 seeking to challenge the proposed construction of hydroelectric dams in Quebec. A letter of intent to go forward with the project had been signed by the contracting parties in December 1988 and the specifics of such agreement, which was later executed, were approved by respondents' [***9] trustees in June 1989. In determining that the action was untimely, the court held that respondents' approval of the specifics of the agreement in June 1989 constituted a final agency determination as "[i]t was then that the Power Authority's commitment under the terms of the agreement became formulated and proposed' and the administrative process...conferred finality." *Id.* at 16. The court noted that "[e]ven if the subsequent formal contract had modified the terms of the approval, this fact would not, per se, render the initial approval less final." *Id.* Unlike in *Sierra*, in the instant action, no portion of the Land Lease Initiative has yet been approved by NYCHA's board. NYCHA has not chosen a developer and has not submitted any such choice or plans to its board for approval. Thus, it is clear that the issuance of the RFEI was not agency action that "conferred finality."

That portion of the petition challenging respondents' failure to submit the Land Lease Initiative to the Uniform Land Use Review Procedure ("ULURP") as required by Public Housing Law ("PHL") § 150 is also denied as

unripe. Pursuant to *PHL § 150(1)*, "[t]he prior approval of the local legislative body and of the planning [***10] commission, if any,...shall be requisite to the final adoption or approval by an authority or municipality of a plan or project...." *City Charter § 197-c(a) (8)* specifies that ULURP applies to "[h]ousing and urban renewal plans and projects pursuant to city, state and federal housing laws." It is undisputed that respondents have not yet submitted to ULURP any portion of its Land Lease Initiative for review. However, petitioners may only challenge respondents' failure to do so once there is a "final adoption or approval" "of a plan or project." While the parties dispute whether ULURP approval is required for the Land Lease Initiative as a whole, the parties do not dispute that at a minimum "it is required for actions requiring zoning changes from the city." With regard to these zoning changes, respondents affirm that "[i]nasmuch as NYCHA now intends to include retail stores in several of its developments, it will, in fact, seek ULURP approval of the zoning changes necessary to effectuate that before it finally adopts or approves its Land Lease Initiative." As it is clear that NYCHA's board has not yet approved the Land Lease Initiative, any challenge to respondents' failure to submit [***11] the Initiative, in whole or in part, to ULURP, is premature as they may still do so.

Finally, that portion of the petition seeking an Order rescinding the RFEI on the basis that the Land Lease Initiative was not sufficiently described in NYCHA's 2013 Annual Plan in violation of *42 USC § 1437c-1(d)(8)* (the "Housing Act") and *24 CFR § 903.7(h)* (the "implementing regulations") is also denied. *USC § 1437c-1(d)(8)* and *24 CFR § 903.7(h)* requires that NYCHA contain certain information in its annual plan, such as "a description of any housing for which [NYCHA] will apply for demolition or disposition" along with a "timetable for the demolition or disposition." As an initial matter, respondents have demonstrated that its 2013 Annual Plan complies with Federal Requirements.

In its 2013 Annual Plan submitted to HUD on October 18, 2012, NYCHA described a new initiative to bring hundreds of millions of dollars in revenue to NYCHA to help maintain and preserve public housing in New York City. The 2013 Annual Plan stated that the new initiative would create permanently affordable housing units, not displace any residents, and bring millions of dollars to the housing authority that would go towards [***12] providing safe, secure and well-maintained housing for NYCHA residents at the sites throughout the City. The 2013 Annual Plan also informed HUD that NYCHA would offer its sites for the development of market rate and affordable housing and, in some cases, ground floor commercial and retail establishments. Finally, the 2013 Annual Plan states that "[a]fter NYCHA has engaged residents, elected officials, and other community leaders, [NYCHA] will finalize a list of new sites and, early in 2013, release a Request for Proposals seeking development on these sites." Pursuant to the 2013 Annual Plan, there followed a year of engagement of residents, elected officials and other community leaders, which culminated in the 2014 Annual Plan, dated October 18, 2013, which lists the eight developments and fourteen parcels of land that NYCHA proposes to lease and provides further specifics about the Land Lease Initiative. Petitioners' assertion that NYCHA was not sufficiently specific about the Land Lease Initiative in the 2013 Annual Plan is unavailing. At the time NYCHA submitted the 2013 Annual Plan to HUD in October 2012, NYCHA has affirmed that it did not know the details of the sites it would [***13] propose to lease to private developers nor did it know any further details about the Initiative as a whole. Indeed, NYCHA has affirmed that "by the time the 2014 Annual Plan was drafted, more details about the initiative were known, and more were provided."

However, even if the Land Lease Initiative was not sufficiently described in NYCHA's 2013 Annual Plan, petitioners' request to rescind the RFEI on that basis is denied as petitioners have no

private right of action to enforce the 2013 Annual Plan. NYCHA publishes its annual plan pursuant to the Housing Act, which provides that a "public housing agency shall submit to the Secretary an annual public housing agency plan under this subsection for each fiscal year for which the public housing agency receives assistance..." 42 U.S.C. § 1437c-1(b)(1); see also 24 C.F.R. 903.4 & 903.7. HUD has established a process by which it reviews, approves or disapproves a Public Housing Authority's Annual Plan. With respect to the investigation and enforcement of these provisions, 42 U.S.C. § 1437c-1(l)(2) provides that "the [HUD] Secretary shall...provide an appropriate response to any complaint concerning noncompliance by a public housing agency [***14] with the applicable public housing agency plan." 42 U.S.C. § 1437c-1(l)(2). The Housing Act's implementing regulations provide that if HUD's Secretary determines that a public housing agency is not in compliance with the annual plan, "it shall take such actions as the Secretary determines to be appropriate to ensure such compliance." 24 C.F.R. § 903.25. It is well settled that "the fact that a federal statute has been violated and some person harmed does not automatically give rise to a private cause of action in favor of that person." Cannon v. Univ. of Chicago, 441 U.S. 677, 688, 99 S. Ct. 1946, 60 L. Ed. 2d 560 (1979). "The question whether a statute creates a cause of action, either expressly or by implication, is basically a matter of statutory construction." Transamerica Mortg. Advisors, Inc. v. Lewis, 444 U.S. 11, 15, 100 S. Ct. 242, 62 L. Ed. 2d 146 (1979). Courts have routinely found that no private right of action exists under the Housing Act. See Renaissance Equity Holdings LLC v. Donovan, 2013 U.S. Dist. LEXIS 71952, 2013 WL 2237547 at*5 (E.D.N.Y. May 21, 2013)("[t]here is no private right of action under the Housing Act..."); see also Thomas v. Butzen, 2005 U.S. Dist. LEXIS 21525, 2005 WL 2387676 (N.D. Ill. 2005)(finding that "section 1437c-1...does not suggest Congressional intent to confer enforceable [***15] rights on plaintiffs.

The section says nothing about a private right of action, and its focus is on public housing agencies' responsibility to report to HUD, not on their responsibilities to their tenants."); *see also Shell v. HUD*, 355 Fed. Appx. 300, 2009 WL 4298757 at *2 (11th Cir. 2009)(affirming the district court's holding "that neither 24 C.F.R. 903.25 nor 42 U.S.C. § 1437c-1 provide a private right of action"); *see also Copeland v. United States*, 622 F.Supp. 2d 1347 (S.D. Fla. 2008)(observing that under 42 U.S.C. § 1437c-1, whether a housing authority violates its annual plan is a question for HUD to determine in its discretion).

In the instant action, this court agrees with the well-settled law that petitioners do not have a private right of action to challenge NYCHA's alleged failure to sufficiently describe the Land Lease Initiative in its 2013 Annual Plan. The Housing Act does not address enforcement of an annual plan and, by its plain terms, does not create individual rights. Although the broad purpose of the Housing Act may be directed at ensuring adequate, habitable housing for low-income families, the focus of § 1437c-1 is on regulating the contents of NYCHA's annual and five-year [***16] plan submissions and thus focuses on the regulated entity rather than on the individuals protected. Therefore, that portion of the petition must be denied.

Petitioners' reliance on *Renaissance Equity Holdings LLC v. Donovan*, 2013 U.S. Dist. LEXIS 71952, 2013 WL 2237547 (E.D.NY May 21, 2013) for the proposition that the Housing Act may be

challenged pursuant to *Article 78* is also without merit. In *Renaissance*, the plaintiffs, landlords of a building which participates in the section 8 housing program, commenced an action against HUD asserting violations of the Housing Act and its implementing regulations. The court dismissed the complaint on the ground that the Housing Act does not provide a private right of action which would enable plaintiffs to maintain such a lawsuit. In a footnote, the court went on to state that "Plaintiffs are not left without remedy. They may file an Article 78 proceeding against NYCHA in state court...and may...assert breach of contract claims against NYCHA for violations of their...contracts." 2013 U.S. Dist. LEXIS 71952, [WL] at *6. However, that remedy does not apply to petitioners in the instant action as the *Renaissance* plaintiffs' right to commence an Article 78 proceeding against NYCHA was based solely on the [***17] fact that they maintained a housing contract with NYCHA. In this case, as petitioners cannot demonstrate any contractual relationship with NYCHA whatsoever, they may not challenge the 2013 Annual Plan pursuant to *Article 78*.

Accordingly, that portion of the petition which seeks to rescind the RFEI due to noncompliance with the Housing Act and its implementing regulations is denied with prejudice and the remaining portions of the petition are denied without prejudice as they are not yet ripe for review. This constitutes the decision and order of the court.



My name is Naved Husain, Lead Organizer at CAAAV Organizing Asian Communities. I am joined by CAAAV members and NYCHA residents at Queensbridge, Shahenaz Aleya, Nayrin Muhith, and Guang Rong Hwang. We are here representing the voices of the Asian tenants living in Queensbridge and for many others throughout NYCHA and we just want to say: We oppose the privatization of NYCHA. We oppose the infill project. We oppose any solution that prioritizes the interests of private developers at the expense of the families, seniors, immigrants and communities of color that live in NYCHA buildings.

As residents of NYCHA buildings and members of the NYCHA community, we demand that the Mayor, City Council, NYCHA, tenants and tenant advocates work together to find reasonable, effective solutions that reflect the resident's interests and needs and not developers. We demand that NYCHA and the Mayor work together with residents with a shared vision of preserving public housing in New York City, and not dismantling it.

In order for this to happen, NYCHA would need to ensure that residents are informed, engaged, and have an enforceable power of decision making about what goes on in their neighborhoods. This means that legally enforceable community benefit agreements should be part of the process. This means that there should be even more hearings like this, convened at the times and locations most suitable to residents so they can actually participate. It means that NYCHA should be following HUD guidelines as well as their own guidelines to provide language access services to tenants that don't speak English so that they can be informed and participate in this process. For example, there were a number of tenants that were planning on attending this hearing but could not because NYCHA has not made it a priority to follow its own guideline to provide adequate language access for its residents.

NYCHA represents one of the few places left in New York City where communities of color and immigrants can still afford to live. If the Mayor's plan is to preserve affordable housing, we say that opening the door to market rate housing and development is not the way to preserve public housing. We demand an open democratic process where residents get to decide what happens to their communities and families, not developers.



Testimony for Claribel Garcia **Holmes Towers**

My name is Claribel Garcia. I am member of Community Voices Heard and have been a tenant in Holmes Towers for thirteen years. We will not give up our land in order to get repairs done that we have a right to anyway. And according to NYCHA's own numbers "infill" will barely put a dent into NYCHA's deficit. The community really needs \$2 Billion dollars invested from the state and city for repairs to preserve the quality of life we have here at NYCHA.

We've also heard a lot of talk about "affordable housing" but I want to make clear that me and my neighbors will not be able to afford any of the proposed developments on NYCHA land. Our community deserves to be able to live in real affordable housing and not have our parks, open space and quality-of-life crumbled to the ground.

**Testimony to New York City Council Committee on Public Housing
Off-Site Hearing - Oversight
The NextGeneration NYCHA Development Plan**

**By Lisa Kenner
Tuesday, January 26, 2016**

My name is Lisa Kenner. I have been resident president of the Van Dyke Houses for 12 years and a resident for 56 year.

The changes at Van Dyke have been thrust on us without any efforts to “educate” us or get our input. The Mayor never came out to talk to us like he did at Wyckoff.

NextGeneration has been at Van Dyke for a year. Their focus was supposed to be:

- Safety and Security
- Maintenance
- Housing and Community Center
- Vacant lots

Instead they have ended up violating the Residents’ rights.

People keep talking about infill as if where they want to build new buildings is on vacant and unused lots. But they aren’t.

The lots are our

- Football fields
- Parking lots
- Garbage sites

Those of us living in housing are very concerned about these major changes and how we are being abandoned!



Ladies and gentlemen of the Council,

My name is Darnell Brown, I am a new resident of Holmes Houses, from Community Voices Heard. I'd like to thank you for taking the time to engage us today regarding this dire issue. After speaking with my fellow residents, we are highly concerned with the impact of Infill on our community. Though public housing houses many low to very low income residents there are also a large number of residents whom work every day and like all other New Yorkers wish for clean safe streets for our children and a decent quality of life in the City we all love. Yet, Infill diminishes that... in many ways. One being the issue of lost public space, another being an issue of severe overcrowding, and finally an issue of mismanagement and misappropriation.

I mentioned severe overcrowding, currently, there is one high rise being built that will house anywhere from 500 to 700 families. And NYCHA is proposing another 400 - 800 families in two separate developments. We are looking at a possible increase of 900 – 1,500 families within a 5 block radius of our nearest school. You can come to your own conclusions in regards to the overcrowding and increased class sizes.

Next let's examine the issue of public space, where the term "under-utilized" was used to describe the parks our children play in. This term was used to deprecate the value of the land in order to justify the parks destruction. Anytime we are aiming to destroy parks in favor of capitalistic gains we have some soul searching to do because that depreciates the quality of life in the area.

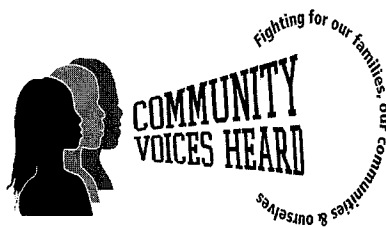
We understand NYCHA facing a \$1.7 BILLION shortfall. But we also understand the quoted \$70 million a year that NYCHA stands to gain from these developments is a cup of water in the proverbial swimming pool.

This leaves us completely baffled how the State and City cannot find funding for a \$900 to 800 Million Split per year to help maintain housing for low income Americans, but can find \$4 BILLION to build a new Penn Station.

Public housing is a NEED in this City, it is a safety net to prevent mass Homelessness. Therefore FUNDING for this NEED should be considered a quality of life issue.

Here at Isaac Holmes We Say NO to Privatization, We Say NO to Mismanagement, and We Say NO the Sale or Leasing of Public Land!!

WE WANT MAYOR DE BLASIO & GOVERNOR CUOMO TO CUT THE SHINANIGANS & START FUNDING NYCHA NOW!!!



Testimony for La Keesha Taylor

Holmes Towers

Good evening, My name is La Keesha Taylor and I have lived in Holmes Towers most of my life. I am leader with Community Voices Heard and I am here to speak about the proposed building NYCHA plans on developing in my backyard. I have seen the playgrounds change, the buildings change, and they even changed the elevators, once. This building however is one change I can not stand behind or mentally wrap my mind around. This is where I played as a child and now my children will only know it through pictures if these plans go through.

As I think of this proposal, I question who will truly benefit. I know it will not be me or my neighbors who live here now. While this building is being built on public land, I hear that a portion will dedicated "affordable"; in actuality none of the units will be affordable for families like mine. This will raise the price we pay for EVERYTHING in our neighborhood and contribute to gentrification citywide! This building would be being built on our necks, on our land, taking our air, and destroying our space... But how much would the developer profit at our expense?

Who will benefit most from the erection of this building? If you've attended any of the Next Generation Meetings you would think it would be NYCHA residents... They would have us believe these buildings would close our ever growing debt. But when you look at the numbers it would raise only a small fraction of what's needed. So again I ask who will benefit most from the erection of this building?

We all can appreciate the appeal of the upper Eastside; however to add yet another building is just over saturation to an over populated area. There is already a high rise building on 92nd street and 3rd avenue, another building being built on 89th street and 1st avenue. This area has the ongoing construction of the second avenue subway that pollutes the air. The schools are full and the bus line is bursting at the seams. How much can one neighborhood take?

**Testimony to New York City Council Committee on Public Housing
Off-Site Hearing - Oversight
The NextGeneration NYCHA Development Plan**

**by Dr. Jessie Fields
Tuesday, January 26, 2016**

Hello. I'm Dr. Jessie Fields, I'm a medical doctor affiliated with the Mount Sinai Health Systems. My practice is in Harlem.

Humane and secure housing is obviously essential to health.

I am here in support of the residents of public housing and in support of all the people of this city from every economic strata: wealthy, middle class, poor and working people coming together to say we support the residents of public housing, we support people who are poor being able to live in this city and they have the right to live in this city and to live in public housing which was built for the poor not for private developers.

It is the people who live in public housing who have endured and still endure the cold winters when the heat does not work, and the utilities do not work, and the elevators did not work, and the trash is not picked up and the buildings are not maintained. The residents have endured and they should not be pushed out. Do not take away the playgrounds and the parking lots from the residents and their families.

Over 400,000 people live in public housing in New York City. They do not want to be pushed out of their homes.

I say to the members of this hearing and to NYCHA...Protect public housing, it needs to be protected, expanded and improved with renovations for the residents.

I say to the Mayor, and to the City Council to deal with the financial problems NYCHA faces turn to the people of New York City, turn to democracy and inclusion not to private real estate developers. Public dialogue must be opened up and continued beyond this hearing today.

Let the people speak, and let the people come together to support the right of the poor to live in this city.

**Testimony to New York City Council Committee on Public Housing
Off-Site Hearing - Oversight
The NextGeneration NYCHA Development Plan**

**Jamilah Ali-Sanders
Tuesday, January 26, 2016**

Good evening! My name is Jamilah Ali-Sanders. I am a member of the Committee for Independent Community Action that is led by Dr. Lenora Fulani and Pamela A. Lewis. I'm a graduate of Rutgers University and have worked as a professional Landscape Architect for over 35 years. I would like to thank City Councilman Ritchie Torres for responding to us the people of New York City by having this needed public hearing on NYCHA's plan.

Building luxury housing on public housing parks and parking lots would throw us back into the Dark Ages. Have we forgotten the importance of open spaces? Are we going to ignore the fact that building tall buildings next to much shorter ones creates wind tunnels and blocks the sun? Have we, as a nation, forgotten the 2008 housing crisis and how greed resulted in lost homes, lost jobs and lost pensions and destroyed families?

It is time that elected officials took seriously their responsibility to their constituents. You need to be responsive to more than just those with the most money, in this case the developers. Instead of handling public housing over to them, have the developers pay for the rehabilitation of public housing by reducing their tax abatements and other "attractive" deals with the city. Gentrification is here; they are making out fine. They are not going to leave if their profit margin is reduced. Go where to New Jersey? Really you believe that? We don't!

**Testimony to New York City Council Committee on Public Housing
Off-Site Hearing - Oversight
The NextGeneration NYCHA Development Plan**

**by Starshima Trent
Tuesday, January 26, 2016**

Hi. My name is Starshima Trent. I'm 24 years old and I work closely with Dr. Lenora Fulani as an alumni of the All Stars Project's programs. I personally feel that it's wrong that certain projects and public housing areas are being turned over to private landlords and developers.

People will be kicked out of their apartments. They will be evicted and won't have a home to go to. This is very wrong. Mayor Bill de Blasio and the City Council say they want to help people who are homeless. But you're not looking at the bigger picture. If you want to HELP the homeless you don't do it by MAKING more of us homeless.

It's hard enough that many of us are on Section 8. My mom gets Section 8 and she gets Social Security to help with the rent. Where will my family live without this kind of help?

I want to remind you of what President John Kennedy said, "Ask not what your country can do for you but what you can do for your country." I ask you now, What can you do for your city—ALL of your city, not just landlords, developers and people who can afford private rent? One thing you can do is save public housing. Do you really want more people living on the streets?

Thank you.

suffering physical handicaps. With 1.2 billion plus 1.3 billion for shelter services now and in the year to come we can muster 2.5 billion and build 105 new community developments of 550-600 residents each.

With modular housing we can, in 18 months, build 26,000 apartments, not high rise housing that alienates family from family and individual from individual but 105 sections of housing three and four stories high including local mom and pop businesses. We can build new communities of hope and end despair. Let's build homes not hovels. We have the land, we have the money, we have the design, do we have the will?

END 421A Now –Build New Sensible Public Housing

It is time to end 421A for New York City. In the '80's this program was a blessing. The City was on its financial knees. The incentives of 421A helped revitalize the City, but it was one critical piece of several pieces that saved the City from ruin. Another was the Big Mac Bonds. Unless our civil service unions led by Victor Gottbaum risked taking pension funds from their current investments and buying up a lion's share of these questionable securities more city services would have been severely skeletonized rendering the city more vulnerable to decline and devastation. While the city's population plummeted from 7.3 million by 1977 from over 8 million, new innovative responses came from our neighborhoods. Many of us poor, working class, middle class and upper classes never lost faith in our City. We saw the vitality of our young and poor compensate for their struggles with break dancing, graffiti tagging, hip-hop, disco, and R and B. Today we have performers from that era and artists who brought enjoyment, pleasure and works of art to life in the midst of anger, fear, and anxiety. Others like Fr. John Powis in Brownsville with the East Brooklyn Congregations, then and today, introduced the Nehemiah Program and started building homes for over 5,000 in East New York, Brownsville and Bushwick. In East Harlem the Youth Action Program initiated, with local residents under the leadership of Dorothy Stoneman, and brought about the homesteading of abandoned buildings. Both programs blossomed and spread to the Bronx. Along Southern Boulevard grew the Banana Kelly Program that held fast to the buildings yet not abandoned. But unscrupulous landlords and management companies at the same time employed drug addicts to torch buildings for insurance purposes. It was the arson-for-profit game. The Bronx was truly burning. This came in the wake of globalization, which earlier tore away at union factory labor for points south and east. WTO and eventually NAFTA crippled the future of many minorities seeking employment at the lowest rung of the employment ladder as generations of immigrants before them found these jobs as a critical rung toward the ladder of the American Dream. The City faced with a declining tax base and growing populations dependent on public funds made it look hopeless. With grit, hope, prayer, faith and new immigrants the City stayed alive.

Today the city is prosperous. We have towers going up overshadowing Central Park with duplex condos demanding \$100,000,000 with maintenance fees set at \$250,000 a year. This is the latest in massive gentrification that has pushed those of us who stayed, who fought crime, drug onslaughts, and declining sustainable jobs and saw rents skyrocket resulting in a growing homeless population. During the Koch administration there were over 3,470 homeless families in the leanest of times. Today in this age of affluence we have over 15,000 families and 25,000 children without a home. This is the population using our shelters. Meanwhile we have families doubling up and even tripling up so they can maintain some sense of stability. How can this City, the richest in the world, reverse this growing, gnawing

crisis that in effect condemns many in the next generation to a life of underachievement, poverty and destitution of mind and body.

The answer is all too simple. Do away with corporate welfare that allows developers for eight to ten years doff their caps to affordable housing that is unaffordable to those most in need, while they garner greater and greater profits and receive a 1.2 billion per year in tax breaks. In current law this could go on for five to eight to ten years depending on their promises of "affordable" housing. Under the Mayor's plan it will be extended to 25 to 30 years if developers promise 50% of apartments are set aside for "affordables" inside publicly owned properties of NYCHA.

421A met its goal – it helped save the City. Instead of extending it more years it is time for it to end. The monies spent now on shelters along with 1.2 billion per year for another five years can build 24,000 housing units on unused public lands such as Sunnyside Yards and huge acreage around abandoned state psychiatric centers in the five boroughs. We can build new housing and still retain NYCHA, meet its debt obligations and rehab its buildings and not give these public lands to the hungry and greedy developers who see this space as theirs and not ours-not the public's.

Let's get back to the spirit of Fiorello LaGuardia, a true progressive, not a galvanized mouthpiece of liberalism. Let's find the genius of a new Robert Moses –one as efficient but a more sensitive public servant. Let's end homelessness now and provide for the future. With more sensible and well planned public housing this City can force the price of all housing to go down to manageable levels based on construction value with a margin of profit of 15-20% not the exploitive chimeras of market value created by selfish developers, real estate and banking interests.

Gerard Frohnhoefer, adjunct professor of urban sociology LaGuardia Community College and Queensborough Community College, Acting Chair of Fiorello Homes for the Homeless Campaign Association.

Estimated Cost of Construction
for New Sensible Public Housing

Studios: Per single unit \$60,000

One Bedroom: \$75,000

Two Bedroom: \$85,000

Three Bedroom: \$95,000

Total Cost for one unit of all three: \$230,000

With \$800,000 reduced from Department for Homeless Services and One billion two hundred thousand in real estate taxes resulting from discontinuance of 421A per year = \$ 2,000,000,000 available funding in the first year. Dedicated 1.2 billion would easily meet ongoing project costs described above and at the same time eliminate NYCHA's debt and protect existing housing projects.

Estimated one third as studios for singles; forty-five percent for one bedrooms and fifteen percent for two bedrooms and fifteen percent for three bedrooms cost/category would be :

\$2 Billion x 25% =	\$400,000,000	(studio costs)
\$2 Billion x 45% =	\$900,000,000	(one bedroom costs)
\$2 Billion x 15% =	\$300,000,000	(two bedroom costs)
\$2 Billion x 10% =	\$200,000,000	(three bedroom)

Therefore: @ \$60,000/studio= 6,666 units @ one person/unit =
6,666 people

 @ \$75,000/1 bedrm. = 12,933 units at 2.5 persons each =
32,332 people

 @ \$85,000/2bedrm. = 3,705 units at 3 persons each =
11,115 people

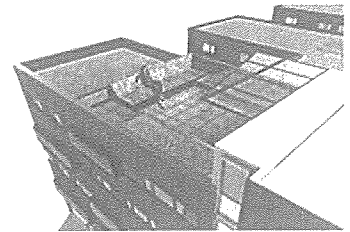
 @ \$95,000/3 bedrm. = 3,315 units at 4 persons each =
13,263 people

Total population served: 63,000 in 26,619 apartments. If on public lands no additional cost. Time frame, if well planned, is 18 months.

Remember with collecting 1.2 billion from property taxes each year, that are now abatements, there are abundant resources to build more new public housing as needed while easily maintaining the new built structures with the extra to sustain the old structures. Following the law of supply and demand the new housing units will drive down the cost for middle class families as well.

We can end the Tale of Two Cities

Whistler Athletes' Village Lodge by Britco Structures. [Case study here.](#)



The Modules at TempleTown. [Click here for more info.](#)
(Left) courtesy Sam Oberter Photography (right) courtesy ISA.



Chilliwack Social Housing by Britco Structures. [Case study here.](#)



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For the Record ~~RS~~

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PBG - Public Housing

Article 5 - (92 - 102) MUNICIPAL AID

100 - Jurisdiction and powers of municipality unimpaired.

Universal Citation: NY Pub Hsg L § 100 (2012)

§ 100. Jurisdiction and powers of municipality unimpaired.
Nothing in
this chapter shall be construed to prevent or relieve the
municipality
from furnishing or supplying services or facilities from
other than
housing funds of a character or nature heretofore or formerly
furnished

or supplied by the municipality. The municipality may furnish and supply from other than housing funds such services and facilities for the tenants of a project of an authority as it furnishes and supplies to other residents of the municipality.

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Fraud Law & Legal Definition



Fraud is generally defined in the law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading.

To constitute fraud, a misrepresentation or omission must also relate to an 'existing fact', not a promise to do something in the future, unless the person who made the promise did so without any present intent to perform it or with a positive intent not to perform it. Promises to do something in the future or a mere expression of opinion cannot be the basis of a claim of fraud unless the person stating the opinion has exclusive or superior knowledge of existing facts which are inconsistent with such opinion. The false statement or omission must be material, meaning that it was significant to the decision to be made.

Sometimes, it must be shown that the plaintiff's reliance was justifiable, and that upon reasonable inquiry would not have discovered the truth of the matter. For injury or damage to be the result of fraud, it must be shown that, except for the fraud, the injury or damage would not have occurred.

To constitute fraud the misrepresentation or omission must be made knowingly and intentionally, not as a result of mistake or accident, or in negligent disregard of its truth or falsity. Also, the plaintiff must prove that the defendant intended for the plaintiff to rely upon the misrepresentation and/or omission; that the plaintiff did in fact rely upon the misrepresentation and/or omission; and that the plaintiff suffered injury or damage as a result of the fraud. Damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud.

There are many state and federal laws to regulate fraud in numerous areas. Some of the areas most heavily litigated include consumer fraud, corporate fraud, and insurance fraud.

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[Fraud in the Inducement/ Fraud in the Procurement](#)
[Fraud on the Community](#)

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PBG - Public Housing

Article 3 - (30 - 60) MUNICIPAL HOUSING AUTHORITIES

37 - Powers of authority.

Universal Citation: NY Pub Hsg L § 37 (2012)

§ 37. Powers of authority. 1. An authority shall have the following powers in addition to other powers granted in this chapter: (a) investigate into living conditions in the municipality and into the means of improving such conditions; (b) determine where insanitary or substandard housing conditions exist; (c) publish and

disseminate

information; (d) prepare or arrange for preparation of plans for, carry

out and operate projects; (e) construct, reconstruct, improve, alter or

repair or provide for the construction, reconstruction, improvement,

alteration or repair of any project; (f) demolish structures; (g) clear

areas; (h) lease, purchase, or otherwise acquire, manage, operate all or

any part of any project, or any dwelling unit or units therein,

undertaken or completed by any government or housing company:

(i) Act as

agent for or enter into contracts and otherwise cooperate with the

federal government in connection with a federal or municipal project, or

any federally-aided program to provide dwelling accommodations for

persons of low income; (j) arrange, agree or contract with a government

for the planning, replanning, opening, grading or closing of streets,

roads, roadways, alleys or other places or for the furnishing of

facilities or for the acquisition by a government of property or

property rights or for the furnishing of property or services in

connection with a project; (k) lease or rent, as lessor or sublessor,

any of the housing or other accommodations or any of the lands,

buildings, structures or facilities embraced in any project or connected

with any program to provide dwelling accommodations for persons

of low

income, and establish and revise the rents or charges therefor; (l)

enter upon any building or property in order to conduct investigations

or make surveys, soundings or test borings necessary to carry out its

purposes; (m) acquire or contract to acquire from any person, firm,

corporation or government, by subsidy, contribution, gift, grant,

bequest, devise, purchase, condemnation or otherwise, real or personal

property or any interest therein or lease dwelling units from any

person, firm or corporation for sublease to persons and families of low

income; (n) sell, exchange, transfer, assign or mortgage any real or

personal property or any interest therein; (o) own, hold, clear and

improve real or personal property or any interest therein; (p) insure or

provide for the insurance of its property or operations as required by

law and also against such other risks as it may deem advisable; (q)

limit by contract, the exercise of any of its powers; (r) invest any

funds held in reserves or sinking funds, or any funds not required for

immediate disbursement in property or securities in which savings banks

may legally invest funds subject to their control; (s) sue and be sued;

(t) have a seal and alter the same at pleasure; (u) have perpetual

succession; (v) make and execute contracts and other

instruments

necessary or convenient to the exercise of its powers; (w) make and from

time to time amend and repeal by-laws, rules and regulations not

inconsistent with the provisions of this chapter; (x) conduct

examinations and investigations, hear testimony and take proof, under

oath at public or private hearings on any material matter, require the

attendance of witnesses and the production of books and papers and issue

commissions for the examination of witnesses who are out of the state;

unable to attend, or excused from attendance; (y) authorize a committee

designated by it consisting of one or more members, or counsel, or any

officer or employee to conduct any such investigation or examination, in

which case such committee, counsel, officer or employee shall have power

to administer oaths, take affidavits and issue subpoenas or commissions;

and (z) enter into agreements of cooperation with or for the rendition

of service to an agency as defined in subdivision five of section five

hundred two of the general municipal law to assist such agency, at no

expense to the authority or providing for payment to the authority of

the agreed proportion of compensation or costs, in connection with the

management of properties in, relocation of displacees from, and the

demolition of buildings in any urban renewal area, in accordance with

the provisions of this chapter and, except as may be provided in such

agreements, without regard to the requirements of any law otherwise

applicable to such agency: and (aa) at no cost or expense to it, enter

into agreements of cooperation with a municipality which need not be

within the territorial jurisdiction of such authority notwithstanding

the provisions of section thirty-one or article thirteen of this

chapter, or with an authority of such municipality, to assist such

municipality or authority in the construction, maintenance, operation or

management of a project. (bb) do all things necessary or convenient to

carry out its powers.

2. An authority shall file in the office of the commissioner annual

reports, which shall be open to public inspection. The reports shall

include for the first year of ownership or operation, in addition to any

information which the commissioner may require, a statement with respect

to each completed project owned or operated by the authority, of the

following data: (a) total cost of the land; (b) cost of land per square

foot; (c) cost of building; (d) construction costs per cubic foot and

per dwelling room; (e) approximate date of completion; (f) amount of any

government loan for the project; (g) amount of any periodic

subsidy for

the project; (h) average rental per room including and excluding utility

services; (i) number of apartments, full rooms and half rooms;

(j) gross

floor area per room; (k) number of vacant apartments; (l) vacancy

percentage; (m) total operating expenses per annum; (n) average annual

operating costs per room; (o) annual income from rents of dwelling

units; (p) annual income from other sources; (q) assessed valuation of

property at the time of its acquisition for the project; (r) minimum,

maximum and average aggregate annual income of the families occupying

the project; (s) former population on site; (t) number of buildings

demolished on site; (u) former density on site per gross acre; (v)

present density on site per gross acre.

Each subsequent year of such continued ownership or operation, such

report shall contain, in addition to any information which the

commissioner may require, the following data: (a) amount of any

government loan for the project; (b) amount of any periodic subsidy for

the project; (c) average rental per room including and excluding utility

services; (d) number of vacant apartments; (e) vacancy percentage; (f)

total operating expenses per annum; (g) average annual operating costs

per room; (h) annual income from rents of dwelling units;

(i) annual

income from other sources; (j) minimum, maximum and average aggregate

annual income of the families occupying the project.

3. An authority shall file in the office of the commissioner, within

six months of the effective date of regulations implementing this

subdivision and in such format as the commissioner shall prescribe after

consultation with the state energy office, an energy audit report for

state and municipal projects which identifies potential energy-saving

building improvements, including alterations, modifications and

adjustments to the building structure, heating, cooling, lighting and

ventilation systems; their relative costs; potential energy and cost

savings; and simple payback periods, which for the purpose of this

subdivision shall mean that period of time within which the estimated

cost of such improvements, exclusive of the cost of capital, would be

recovered from the savings generated by reduced energy consumption

resulting from the improvements. The energy audit shall be conducted by

a public utility, an engineer or architect licensed by the state, or the

managing agent or other representative of the authority if such

individual has attended an energy audit training workshop sponsored by

the commissioner or the state energy office. A copy of the energy audit

report, required herein, shall be given to any duly constituted tenant's

association or cooperator's advisory council and a copy shall be

available for inspection and copying by any individual tenant who

requests it. An authority shall also certify by March thirty-first,

nineteen hundred eighty-four that all compatible conservation measures

identified in the energy audit report which have simple payback periods

of one year or less have been implemented; provided, however, if the

commissioner determines within sixty days of the date the energy audit

report is filed that one or more of such identified conservation

measures cannot be implemented by March thirty-first, nineteen hundred

eighty-four given the projected rent revenues and any other monies

available to the authority from reserve funds, loans or grants from the

state or federal government or any other source, the implementation of

such conservation measures shall be provided for according to a schedule

prescribed by the commissioner.

4. When an authority has been paid all or part of the principal of a

state loan pursuant to this chapter and in the event that the completion

of the project for which the loan was made has been delayed or that the

funds of such loan for any other reason are not immediately needed for

the development of the project, the authority shall have the

power to

invest the moneys of such loan which will not be immediately needed for

the project in obligations of the categories specified in section

ninety-eight of the state finance law and of maturities approved by the state comptroller.

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POLICY, PURPOSE, DEFINITIONS

Art. 1

541, affirmed 297 N.Y. 911, 79 N.E.2d 742.

5. Project

The phrase "facilities incidental or appurtenant thereto" as used in subdivision 14 of this section and Const. Art. 1, § 18, authorizing an additional debt limit of two percent for low rent housing and slum clearance projects or "facilities incidental or appurtenant thereto" does not exclude in all circumstances a public school serving such housing projects, so that a city may never resort to two percent debt limit in financing cost of school. *Diehl v. O'Dwyer*, 1948, 193 Misc. 1032, 84 N.Y.S.2d 109.

Public housing may be constructed either for persons of low income or for slum clearance or both and fact that proposed project did not call for slum clearance did not impair its legality as a project calling for housing for persons of low income. *Neufeld v. O'Dwyer*, 1948, 192 Misc. 538, 79 N.Y.S.2d 53.

6. Low income persons or families

Subdivision 18 of this section declaring that terms "persons of low income" and "families of low income" mean persons or families who are in low-income groups and who cannot afford to pay enough to cause private enterprise in their municipality to build a sufficient supply of adequate, safe and sanitary dwellings, used income-rent relationship within command of Const. Art. 18, § 1, providing that legislature provide low-rent housing for persons of low income

§ 3

Note 7

as defined by law. *Menkin v. City of New York*, 1960, 24 Misc.2d 818, 198 N.Y.S.2d 744, appeal dismissed 10 A.D. 2d 830, 202 N.Y.S.2d 992.

Term "low income" as used in Const. art. 18, § 1, and this chapter means beneath the usual or remunerative rate or amount as low wages. *Chelcy v. Buffalo Municipal Housing Authority*. 1960, 24 Misc.2d 598, 206 N.Y.S.2d 158.

Public housing is not limited to families of the very lowest incomes and needs of all families of very lowest incomes need not be satisfied before public housing may be constructed for benefit of low income groups whose incomes are higher than the very lowest. *Neufeld v. O'Dwyer*, 1948, 192 Misc. 538, 79 N.Y.S.2d 53.

7. Project cost

The "actual cost of the project", within subdivision 4 of § 52, may properly include the cost of all the property at or off the site, which originally was deemed by the Commissioner, in his discretion, as necessary to carry out the project. 1944, Op.Atty.Gen. 97.

The inclusion of interest charges to be paid to the state during a period of construction and the capitalization of such interest during construction as an item of "project cost", is proper and such interest may be paid out of the proceeds of the loan, but not beyond the point of physical completion. 1940, Op.Atty.Gen. 160.

DIVISION OF HOUSING

Art. 2

§ 14

§ 14. Powers and duties of the commissioner; generally

1. In addition to the powers hereinafter granted, the commissioner, his counsel or any other officer or employee of the division specially designated by the commissioner shall have the following powers:

(a) assist in the preparation of legislation and formulate regulations in relation to authorities and their functions;

(b) investigate into monopolies of building materials, and extortionate, illegal or unfair activities or practices affecting the cost of construction or production of buildings and cooperate with federal and state investigating officers to end such abuses;

(c) make reports from time to time to the governor with respect to matters within his jurisdiction;

(d) investigate into the affairs of authorities and into the dealings, transactions or relationships of authorities with third persons; }

(e) administer oaths, take affidavits, hear testimony and take proof under oath at public or private hearings;

(f) make or order inspections of all places to which his duties relate;

(g) subpoena and require the attendance of witnesses and the production of books and papers pertaining to the investigations and inquiries authorized by this chapter and examine them in relation to any matter he has power to investigate;

(h) issue commissions for the examination of witnesses who are out of the state or unable to attend before him or are excused from attendance;

(i) subject to the powers of the state comptroller or of municipal comptroller, as the case may be, prescribe methods and forms for keeping accounts, records and books to be used by an authority;

(j) require an authority to file periodic reports not more often than quarterly, covering its operations and activities, in a form prescribed by him;

(k) investigate the possibility of negotiating a fixed annual wage for laborers, workmen or mechanics employed in the housing industry generally for the purpose of stabilizing employment in such industry;

(l) investigate into housing needs and conditions in the state and into the means of improving such conditions; collect and distribute

17. The term "municipal project" means a project other than a state project or a federal project.

18. The terms "persons of low income" and "families of low income" mean persons or families who are in the low income groups and who cannot afford to pay enough to cause private enterprise in their municipality to build a sufficient supply of adequate, safe and sanitary dwellings.

19. The term "mortgage" means mortgages, deeds of trust, building and loan contracts or other instruments creating a lien.

20. The terms "real property" or "property" shall include lands and improvements, lands under water, waterfront property, the water of any lake, pond or stream, and any and all easements, franchises and hereditaments, corporeal or incorporeal, and every estate, interest and right therein, legal and equitable, in lands or water, and right, interest, privilege, easement and franchise relating to the same, including terms for years and liens by way of judgment, mortgage or otherwise.

21. The term "obligee" shall include any bondholder, trustee or trustees for any bondholders or any lessor demising property to an authority or municipality used in connection with a project or an assignee or assignees of such lessor's interest, and a government, which is a party to any contract with the authority or municipality.

22. The term "going state rate of interest" means, at any time, the annual rate of interest specified in the bonds of the state issued to provide funds for a loan to effectuate the provisions of this chapter, and if no such bonds have been issued, then the term means an annual interest rate of two and one-half per centum.

23. The term "low rent housing" means dwellings within the financial reach of families of low income and embraces recreational and other facilities incidental and appurtenant thereto.

24. The term "project cost" means the cost of any or all undertakings necessary for planning, financing (including payment of carrying charges), land acquisition, demolition, construction, equipment, and site development of new buildings, reconstruction, rehabilitation, repair or remodeling of existing buildings, but, except as to existing housing company projects, or parts thereof, sold, leased or otherwise conveyed to an authority, not beyond the point of physical completion, and the cost of tenant placement service in connection with a project. In the case of new construction, the "project cost" shall be sufficient to encourage excellence of architectural design, variety and interest in building materials, and aesthetic objectives compatible with prudent budgeting. Where a housing

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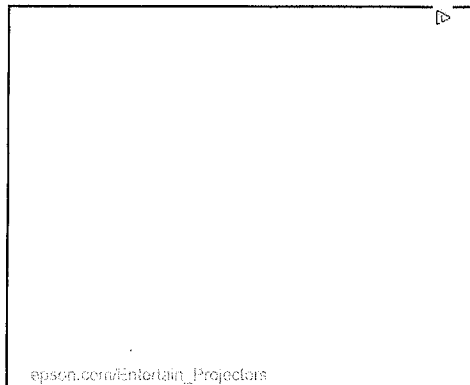
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Fraud Law & Legal Definition



Fraud is generally defined in the law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading.

To constitute fraud, a misrepresentation or omission must also relate to an 'existing fact', not a promise to do something in the future, unless the person who made the promise did so without any present intent to perform it or with a positive intent not to perform it. Promises to do something in the future or a mere expression of opinion cannot be the basis of a claim of fraud unless the person stating the opinion has exclusive or superior knowledge of existing facts which are inconsistent with such opinion. The false statement or omission must be material, meaning that it was significant to the decision to be made.

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insanitary areas or the providing of adequate, safe and sanitary low rent housing accommodations in these areas and elsewhere for persons and families of low income, or both of these, are public uses and purposes for which public money may be spent and private property acquired; that these conditions require the creation of the agencies and instrumentalities hereinafter prescribed, which are declared to be agencies and instrumentalities of the state for the purpose of attaining the ends herein recited; and the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination. (L.1939, c. 808; amended L.1961, c. 804, § 1.)

Historical Note

Derivation. State Housing Law, §§ 2, § 1; L.1938, c. 218, § 1, and repealed by 61, as added by L.1926, c. 823, and § 227 of this chapter. amended by L.1927, c. 35; L.1934, c. 4,

Library References

American Digest System

Eminent domain; particular uses or purposes, see Eminent Domain ⇨17. States; housing, see States ⇨18.39.

Unhealthful or unsafe buildings, see Health and Environment ⇨32.

Encyclopedia

Buildings, slum clearance, and public housing, see C.J.S. Health and Environment §§ 28 to 36.

Eminent domain; housing, slum clearance, and redevelopment, see C.J.S. Eminent Domain § 64(1).

States; public buildings and facilities, see C.J.S. States § 147.

WESTLAW Research

Eminent domain cases: 148k[add key number].

Health and environment cases: 199k[add key number].

Notes of Decisions

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1. Constitutionality

That benefits provided by New York Conservation Law, Education Law, Mental Hygiene Law, Private Housing Finance Law, Public Housing Law, and Social Services Law were available to New York residents but not to nonresidents of New York State who paid New York State and City income taxes did not make the benefit provisions of said New

York statutes unconstitutional. *American Commuters Ass'n v. Levitt*, D.C.N.Y. 1967, 279 F.Supp. 40, affirmed 405 F.2d 1148.

This chapter is constitutional. *Boreck v. Golder*, 1947, 190 Misc. 366, 74 N.Y.S. 2d 675. See, also, *George F. Weaver Sons Co. v. City of Utica*, 1949, 196 Misc. 634, 92 N.Y.S.2d 372.

2. Purpose

The purpose of this chapter is to protect and safeguard the entire public from the menace of slums, and not to benefit any particular class in the community. *Amalgamated Housing Corp. v. Kelly*, 1948, 193 Misc. 961, 82 N.Y.S.2d 577.

POLICY, PURPOSE, DEFINITIONS

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This chapter contemplates purchase of lands needed for construction and protection of housing projects whether such land is occupied by substandard and insanitary buildings, or structures not so classified or is unimproved, if, in good faith, the municipal housing authority deems such action necessary for proper development of project, with right to dispose by sale or lease of any property in excess of building and recreational needs of project, subject to such restrictions as will preserve and protect the improvement. *Borek v. Golder*, 1947, 190 Misc. 366, 74 N.Y.S.2d 675.

3. Due process considerations

Low-rent housing is a basic human need and an interest to which due process rights apply. *Chase v. Binghamton Housing Authority*, 1983, 91 A.D.2d 1147, 458 N.Y.S.2d 960.

4. Safety of tenants

Use of terms "safe" and "safety" in this section governing powers and duties of New York City Housing Authority, coupled with discretionary power to maintain a housing police department as stated in section 402, does not impose duty to insure safety of tenants by adequate police department, since quoted terms are applicable to structural conditions,

sanitary conditions and elimination of fire hazards. *New York City Housing Authority v. Medlin*, 1968, 57 Misc.2d 145, 291 N.Y.S.2d 672.

5. State agencies and instrumentalities

Municipal housing authorities are creations of legislature which are agencies and instrumentalities of the state. *McKay v. City of New York*, 1984, 126 Misc.2d 290, 482 N.Y.S.2d 210.

The Buffalo Municipal Housing Authority is a public corporation of the state and is subject to the provisions of this chapter. *American Store Equipment and Const. Corp. v. Buffalo Housing Authority*, 1952, 202 Misc. 222, 111 N.Y.S.2d 688, affirmed 282 App.Div. 824, 122 N.Y.S.2d 533, affirmed 306 N.Y. 773, 118 N.E.2d 478.

The characterization of housing authorities as "agencies and instrumentalities of the state" in this section relating to policy and purposes of the law does not create out of such authorities "state agents" in sense that they may be viewed as alter egos of the state or that their employees may be considered employees of the state. *Ciulla v. State*, 1948, 191 Misc. 528, 77 N.Y.S.2d 545.

§ 3. Definitions

The following terms, whenever used or referred to in this chapter, shall have the following meaning, unless a different meaning clearly appears from the context:

1. The term "commissioner" means the state commissioner of housing and community renewal. Reference in this chapter or in any other general, special or local law to state commissioner of housing shall be deemed to mean and refer to the state commissioner of housing and community renewal which is hereby made the new title of such office.

2. The term "authority" means a public corporation which is a corporate governmental agency (except a county or municipal corporation) organized pursuant to law to accomplish any or all of the purposes specified in article eighteen of the constitution and includes the following municipal housing authorities established prior to the first day of January, nineteen hundred thirty-nine pursuant to chapter four of the laws of nineteen hundred thirty-four and

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11. The term "government" includes the state, a municipality and the federal government, and any agency or instrumentality, corporate or otherwise, of any of them acting for and on behalf of the state, a municipality or the federal government.

12. The term "area" means a section of the municipality wherein the commissioner or an authority or a municipality finds that insanitary or substandard housing conditions exist. An area may include land whether improved or unimproved, and buildings or improvements not in themselves insanitary or substandard, the inclusion of which is deemed necessary by the authority or the municipality or the commissioner, or for projects of housing companies by the commissioner, for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such land or property is a part.

13. The term "plan" means a plan or undertaking for the clearance, replanning and reconstruction or rehabilitation of a substandard and insanitary area or areas and for recreational and other facilities incidental or appurtenant thereto to effectuate the purposes of article eighteen of the constitution or any other provision of the constitution delegating any similar power or providing homes for persons of low income.

14. The term "project" means a specific work or improvement to effectuate all or any part of a plan. The term shall include the lands, buildings or any dwelling units therein, and improvements acquired, owned, constructed, managed or operated hereunder, to provide dwelling accommodations for persons of low income, and such stores, offices and other non-housing facilities as well as social, recreational or communal facilities, as may be deemed by the authority or municipality to be incidental or appurtenant to a project. Subject to the provisions of article eighteen of the constitution with respect to state projects, such dwelling accommodations may be provided in any section of the municipality, whether or not such section has insanitary or substandard housing conditions. A project may be a federal project, a state project, a municipal project or, subject to the limitations contained in section seventy-five of this chapter, any combination of these.

[14-a. Repealed]

15. The term "federal project" means a project aided or financed in whole or in part, by the federal government.

16. The term "state project" means a project aided or financed in whole or in part by the state and not by the federal government, except as may be provided in section seventy-five of this chapter.

information relating to housing needs and conditions and methods of dealing therewith.

(m) assist, participate in and otherwise cooperate with, at the request of, the person or persons or department of any county, city, town, village or other local government charged with the enforcement of laws, ordinances, codes and regulations in relation to multiple dwellings in the discharge of such duties.

(n) enter into contracts with the federal government to receive grants to assist in financing tenant services; enter into contracts with and distribute the proceeds of such grants to other state agencies and officials, housing authorities, other public corporations, non-profit and other private organizations when, in the commissioner's discretion, such services might be better provided under such contracts.

(o) apply for and contract with, or receive and accept assistance as an agent of the state, acting by and through the division of housing and community renewal, in the form of gifts, grants, loans of funds or of property, or other aid in any form, from the federal government or any agency or instrumentality thereof for purposes of (i) providing housing for persons of low income, (ii) the clearance, replanning, reconstruction and rehabilitation of substandard or insanitary housing or areas, (iii) the development or redevelopment of distressed, deteriorated or underutilized communities or deteriorating neighborhoods, or (iv) the construction or rehabilitation of recreational and other facilities incidental thereto, and to do any and all things which may be required under any federal law, regulation or contract in connection with such assistance. No action pursuant to this paragraph shall be taken on behalf of or for the benefit of a unit of local government except at the request of or with the consent of such unit. The power herein granted shall not limit the power of any municipality or agency thereof, or any housing authority or other public corporation or any private entity to apply for and contract with the federal government or any agency or instrumentality thereof for purposes of receiving such gifts, grants, loans or other aid.

(p) develop, publish and distribute a land development guide which shall describe those issues which are relevant to the development of an appropriate local land use ordinance for localities of varying size and composition. Such guide may, in the discretion of the commissioner, contain model ordinances, local laws and procedures which may be adopted by localities in regulating the development of land. Such guide shall describe the merits and problems of

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procedures which localities may include in any land development law ordinance including but not limited to:

(i) the utilization of a single consolidated application form for use by all local agencies having jurisdiction to review and approve such development;

(ii) coordination of staff review and communications between staff and the applicant;

(iii) the elimination of separate public hearings by reviewing state, county and local agencies having jurisdiction whenever practicable and if requested by the applicant;

(iv) the concurrent running of all applicable time limits for decisions by all approving and reviewing agencies; and

(v) other matters that will encourage efficiency and clarity in the land development approval process including the possible use of state inducements for localities to address land use development issues. For the preparation of such guide, the commissioner shall establish and meet regularly with an advisory committee of no more than twelve persons. One member shall be appointed by the temporary president of the senate, one member shall be appointed by the minority leader of the senate, one member shall be appointed by the speaker of the assembly and one member shall be appointed by the minority leader of the assembly. The commissioner shall appoint all other members of the advisory committee and shall designate the chairman of the advisory committee. The advisory committee membership shall be as representative of the various geographical areas of the state as is practicable and shall include representatives of New York city and other local governments, state government, planning agencies, builder organizations, housing development companies, nonprofit housing development organizations, environmental organizations and professional design organizations. Advisory committee members shall receive no compensation for their services, but shall be allowed their actual and necessary expenses incurred in the performance of their duties.

The commissioner shall publish the first such guide, no later than the first day of December, nineteen hundred eighty-nine. Models published pursuant to this subdivision shall be distributed to local governments and other interested agencies, organizations and persons.

2. Subject to approval by the state comptroller, and by the attorney-general as to form, the commissioner shall have a power to make and execute contracts and other instruments necessary or convenient to the exercise of his powers relating to state loans and

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"(d) 'Persons of lower income' shall mean those persons whose incomes do not exceed eighty per centum of the median income for the area, as determined by the commissioner.

"§ 4. Contracts for single room housing projects. (a) The commissioner may enter into contracts with corporations incorporated under the not-for-profit corporation law for the carrying out by such corporations of a single room housing project.

"(b) Prior to entering into a contract pursuant to this section [this note] the commissioner shall have made a finding that the corporation which proposes to contract with the commissioner is a bona fide organization which shall have demonstrated by its past and current activities that it has the ability to preserve, repair, maintain, renovate, rehabilitate, manage or operate single room housing accommodations and that the project is to be substantially occupied by persons of lower income.

"(c) Each contract entered into pursuant to this section shall provide for payment to the corporation for single room housing project activities to be carried out by it. The full amount of the contract, or any appropriate portion thereof, as determined by the commissioner, shall be available for payment at any time on or after the effective date of the contract.

"(d) No more than fifty percent of the total amount originally appropriated pursuant to this act [L.1988, c. 261, § 32] in any fiscal year shall be allocated to projects located within any single municipality.

"§ 5. General and administrative provisions. (a) The division shall provide for the review, at periodic intervals, of the performance of the corporations receiving funding pursuant to this act under their respective contracts with the commissioner. Such reviews shall, among other things, be for the purposes of ascertaining conformity to contract provisions, the financial integrity and efficiency of the corporations, and the evaluation of the project. Contracts may be terminated by the commissioner upon a finding of substantial nonperformance or other breach by the corporation, and contracts may be modified

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by mutual agreement from time to time, in the light of actual performance, new or changed conditions, or otherwise.

"(b) The commissioner shall issue and promulgate rules and regulations for the administration of this section, which rules and regulations shall include provisions concerning requirements as to eligibility for contracting with the commissioner; the form of applications or contracts; supervision and evaluation of contracting corporations; reporting, budgeting and record keeping requirements; provisions for modification, termination, extension and renewal of contracts; and such other matters not inconsistent with the purposes and provisions of this section as the commissioner shall deem necessary, proper or appropriate.

"(c) On or before July first, nineteen hundred eighty-nine and on or before July first of each year thereafter in which contracts under this section are in force, the commissioner shall submit to the governor, the temporary president of the senate and the speaker of the assembly a report detailing progress and evaluating results, to date, of the program.

"(d) Every contract entered into pursuant to this act shall contain a provision that in the event the property which is the subject of such contract cease [sic] to be used as specified in the contract at any time during the seven year period commencing with the date such contract is executed, or in case of any other substantial violation, the commissioner may terminate the contract and may require the repayment of any moneys previously advanced to such corporation pursuant to the terms of such contract.

"(e) The division shall require submission of the names, addresses and business background of the principals involved, the nature of their fiduciary relationship and their financial relationship, past, present and future, to the project and to each other."

Special Needs Housing Act. L.1982, c. 339, eff. June 21, 1982, provided:

"Section 1. Legislative findings and purpose. The legislature hereby finds that in certain municipalities of the state there exists substandard and unsanitary housing due to obsolescence, deterioration and dilapidation of buildings which

* { subsidies. The commissioner shall have power to sue in the name of the people of the state; to enforce, by appropriate actions or proceedings, any rights of the state conferred by any law, mortgage, lien, bond, contract or agreement and shall be represented in all litigated matters by the attorney-general.

3. Subject to approval by the state comptroller, the commissioner may consent to the modification of any contract or agreement to which the state is a party pursuant to the provisions of this chapter.

(L.1939, c. 808; amended L.1940, c. 148, § 1; L.1941, c. 850, § 2; L.1964, c. 379, § 13; L.1968, c. 141; L.1970, c. 220, § 2; L.1981, c. 779, § 1; L.1987, c. 217, § 1; L.1988, c. 721, § 1.)

Historical Note

1988 Amendment. Subd. 1, par. (p), closing subpar. L.1988, c. 721, § 1, eff. Dec. 9, 1988, substituted "eighty-nine" for "eighty-eight".

1987 Amendment. Subd. 1, par. (p). L.1987, c. 217, § 1, eff. July 7, 1987, added par. (p).

1981 Amendment. Subd. 1, par. (o). L.1981, c. 779, § 1, eff. July 27, 1981, added par. (o).

Derivation. State Housing Law, § 12, as added by L.1926, c. 823, and amended by L.1927, c. 35; L.1928, c. 722; L.1930, c. 872; L.1932, c. 507; L.1938, c. 270, § 1, and § 67 as added by L.1934, c. 4; which sections were repealed by § 227 of this chapter.

Special Needs Housing Act; Rehabilitation of Single Room Housing Accommodations—L.1988, c. 261. Section 32 of L.1988, c. 261, eff. July 19, 1988, provided:

"SPECIAL NEEDS HOUSING ACT OF 1988

"§ 1. Legislative findings and purpose.

"2. Short title.

"3. Definitions.

"4. Contracts for single room housing projects.

"5. General and administrative provisions.

"§ 1. Legislative findings and purpose. The legislature hereby finds that in certain municipalities of the state there exists substandard and unsanitary housing due to obsolescence, deterioration and dilapidation of buildings which

provide single room dwelling accommodations; that there exists a need to provide safe and sanitary single room dwelling accommodations for persons of low income who are unable to live in self-contained apartments; that the present condition is contrary to the public interest and threatens the health, safety, welfare, comfort and security of the people of the state; and that the public interest requires projects to provide for the reconstruction, rehabilitation and improvement of such existing buildings. The legislature therefor finds that provision should be made for the New York state division of housing and community renewal to contract with not-for-profit corporations for the accomplishment of such projects.

"§ 2. Short title. This act [L.1988, c. 261, § 32] shall be known and may be cited as the 'Special needs housing act of nineteen hundred eighty-eight'.

"§ 3. Definitions.(a) 'Commissioner' shall mean the commissioner of the state division of housing and community renewal.

"(b) 'Division' shall mean the state division of housing and community renewal.

"(c) 'Single room housing project' shall mean a specific work or improvement including lands, buildings and improvements acquired, owned, rehabilitated or operated by a not-for-profit corporation to provide single room housing accommodations to persons of low income.

provide single room dwelling accommodations; that there exists a need to provide safe and sanitary single room dwelling accommodations for persons of low income who are unable to live in self-contained apartments; that the present condition is contrary to the public interest and threatens the health, safety, welfare, comfort and security of the people of the state; and that the public interest requires demonstration projects to test methods of providing for the reconstruction, rehabilitation and improvement of such existing buildings. The legislature therefor finds that provision should be made for the New York state division of housing and community renewal to contract with not-for-profit corporations for the accomplishment of such demonstration projects.

"§ 2. The 'Special needs housing act' is enacted to read as follows:

"SPECIAL NEEDS HOUSING ACT

"Section 1. Short title.

"2. Definitions.

"3. Contracts for single room housing projects.

"4. General and administrative provisions.

"Section 1. Short title. This act [L.1982, c. 339, § 2] shall be known and may be cited as the 'Special needs housing act'.

"§ 2. Definitions. (a) 'Commissioner' shall mean the commissioner of the state division of housing and community renewal.

"(b) 'Division' shall mean the state division of housing and community renewal.

"(c) 'Single room housing project' shall mean a specific work or improvement including lands, buildings and improvements acquired, owned, rehabilitated or operated by a not-for-profit corporation to provide single room housing accommodations to persons of low income.

"(d) 'Persons of lower income' shall mean those persons whose incomes do not exceed eighty per centum of the median income for the area, as determined by the commissioner.

"§ 3. Contracts for single room housing projects. (a) The commissioner may enter into contracts with corporations

incorporated under the not-for-profit corporation law for the carrying out by such corporations of a single room housing project.

"(b) Prior to entering into a contract pursuant to this section the commissioner shall have made a finding that the corporation which proposes to contract with the commissioner is a bona fide organization which shall have demonstrated by its past and current activities that it has the ability to preserve, repair, maintain, renovate, rehabilitate, manage or operate single room housing accommodations and that the project is to be substantially occupied by persons of lower income.

"(c) Each contract entered into pursuant to this section shall provide for payment to the corporation for single room housing project activities to be carried out by it. The full amount of the contract, or any appropriate portion thereof, as determined by the commissioner, shall be available for payment at any time on or after the effective date of the contract.

"§ 4. General and administrative provisions. (a) The division shall provide for the review, at periodic intervals, of the performance of the corporations receiving funding pursuant to this act [L.1982, c. 339, § 2] under their respective contracts with the commissioner. Such reviews shall, among other things, be for the purposes of ascertaining conformity to contract provisions, the financial integrity and efficiency of the corporations, and the valuation of the project. Contracts may be terminated by the commissioner upon a finding of substantial nonperformance or other breach by the corporation, and contracts may be modified by mutual agreement from time to time, in the light of actual performance, new or changed conditions, or otherwise.

"(b) The commissioner shall issue and promulgate rules and regulations, subject to the approval of the director of the budget, for the administration of this section, which rules and regulations shall include provisions concerning requirements as to eligibility for contracting with the commissioner; the form of applications or contracts; supervision and evaluation of contracting corpora-

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tions; reporting, budgeting and record keeping requirements; provisions for modification, termination, extension and renewal of contracts; and such other matters not inconsistent with the purposes and provisions of this section as the commissioner shall deem necessary, proper, or appropriate.

"(c) On or before July first, nineteen hundred eighty-three and on or before July first of each year thereafter in which contracts under this section are in force, the commissioner shall submit to the governor, the temporary president of the senate and the speaker of the assembly a report detailing progress and evaluating results, to date, of the demonstration program.

"(d) Every contract entered into pursuant to this act [L.1982, c. 339, § 2] shall contain a provision that in the event the property which is the subject of such contract cease to be used as specified in the contract at any time during the seven year period commencing with the date such contract is executed, or in case of any other substantial violation, the commissioner may terminate the contract and may require the repayment of any moneys previously advanced to such corporation pursuant to the terms of such contract.

"§ 3. (a) The sum of two million dollars (\$2,000,000), or so much thereof as may be necessary, is hereby appropriated to the division of housing and community renewal out of any moneys in the state treasury in the general fund to the credit of the local assistance account, not otherwise appropriated, for the purpose of contracting with corporations for single room housing projects pursuant to the provisions of section three of the special needs housing act [L.1982, c. 339, § 2]. Contracts shall not be entered into which would provide more than fifty per centum of the total amount of this appropriation for projects in any one municipality.

"(b) Notwithstanding the provisions of any general or special law, no part of such appropriation shall be available for the purposes designated until a certificate of approval of availability shall have been issued by the director of the budget and a copy of such certificate filed with the state comptroller, the

chairman of the senate finance committee and the chairman of the assembly ways and means committee. Such certificate may be amended from time to time, subject to the approval of the director of the budget, and a copy of each such amendment shall be filed with the state comptroller, the chairman of the senate finance committee and the chairman of the assembly ways and means committee.

"(c) The moneys hereby appropriated, when made available pursuant to a certificate of approval of availability issued by the director of the budget, shall be paid from the local assistance account on the audit and warrant of the state comptroller, on vouchers requisitioned by the division of housing and community renewal.

"§ 4. This act [L.1982, c. 339] shall take effect immediately [June 21, 1982]."

Special Needs Housing Municipal Assistance Act of 1982: Rehabilitation of Single Room Housing Accommodations. L.1982, c. 338; amended L.1983, c. 303, § 1, eff. June 21, 1983, provided:

"Section 1. Legislative findings and purpose. The legislature hereby finds that in certain municipalities of the state there exists substandard and unsanitary housing due to obsolescence, deterioration and dilapidation of buildings which provide single room dwelling accommodations; that there exists a need to provide safe and sanitary single room dwelling accommodations for persons of low income who are unable to live in self-contained apartments; that the present condition is contrary to the public interest and threatens the health, safety, welfare, comfort and security of the people of the state; and that the public interest requires demonstration projects to test methods of providing for the reconstruction, rehabilitation and improvement of such existing buildings. The legislature, therefore, finds that provision should be made for the New York state division of housing and community renewal to provide state financial participation in municipal contracts with not-for-profit corporations for the accomplishment of such demonstration projects.

"§ 2. The 'Special needs housing municipal assistance act' is enacted to read as follows:

"SPECIAL NEEDS HOUSING MUNICIPAL ASSISTANCE ACT

"Section 1. Short title.

"2. Definitions.

"3. Municipal contracts for single room housing projects.

"4. General and administrative provisions.

"Section 1. Short title. This act [L.1982, c. 338, § 2] shall be known and may be cited as the 'special needs housing municipal assistance act'.

"§ 2. Definitions. (a) 'Commissioner' shall mean the commissioner of the state division of housing and community renewal.

"(b) 'Division' shall mean the state division of housing and community renewal.

"(c) 'Municipality' shall mean a county, city, town or village.

"(d) 'Persons of lower income' shall mean those persons whose incomes do not exceed eighty per centum of the median income for the area, as determined by the commissioner.

"(e) 'Single room housing project' shall mean the acquisition, reconstruction or rehabilitation of a building or buildings utilized or to be utilized for the purpose of providing single room housing accommodations to persons of lower income.

"§ 3. Municipal contracts for single room housing projects. (a) Any municipality may enter into contracts with corporations incorporated under the not-for-profit corporations law for the establishment by the corporation of a single room housing project.

"(b) Within the limits of appropriated funds, the commissioner may provide, and contract to provide, state financial assistance to municipalities for activities to be carried out pursuant to subdivision (a) of this section. No such financial assistance may be provided unless an application has been filed pursuant to a request for proposals issued by the commissioner, and the commissioner finds (1) that the corporation which proposes to contract with the municipality is a bona fide organization which shall have demonstrated by its past and current activities that it has the ability to preserve, repair, maintain, renovate, rehabilitate,

manage or operate single room housing accommodations and which shall have documented its need for funds for the purposes described in subdivision (a) of this section, and that the project is to be substantially occupied by persons of lower income and located in an area in need of single room occupancy housing and (2) that the municipality will provide assistance to the project for activities carried out under subdivision (a) of this section, in the form of money (from its own funds, federal assistance, or any other source other than the state), or other property, or both, in a total amount at least equal to the amount of state assistance. In making the findings required by this subdivision, the commissioner shall, as appropriate, consult with the department of social services and other state agencies.

"(c) Any contract entered into pursuant to this act between the division and a municipality may, where the division and the municipality deem it appropriate in order to permit more efficient administration thereof, provide for any or all of the following: (1) payment of state financial assistance may be made directly to the corporation, rather than to the municipality, (2) the corporation may enter into a contract with the division rather than with the municipality, and (3) all powers with respect to the enforcement and administration of the contract with the corporation may be exercised by the division in lieu of the municipality. Any contract provision authorized by this subdivision shall govern, notwithstanding any contrary provision of this act."

"§ 4. General and administrative provisions. (a) The division shall provide for the review, at periodic intervals, of the performance of the corporations receiving funding pursuant to this act [L.1982, c. 338, § 2] under their respective contracts with a municipality. Such review shall, among other things, be for the purposes of ascertaining conformity to contract provisions, the financial integrity and efficiency of the corporations, and the evaluation of the project. Contracts between the commissioner and the municipality may be terminated by the commissioner upon a finding of substantial nonperformance or other breach by the corporation of its obli-

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gations under its contract with the municipality.

"(b) The commissioner shall issue and promulgate rules and regulations for the administration of this section, subject to the approval of the director of the budget, which rules and regulations shall include provisions concerning requirements as to eligibility of corporations contracting with the municipality; provisions concerning participation by the municipalities in project activities contracted for; the form of applications for contracts; supervision and evaluation of contracting corporations; reporting, budgeting and record keeping requirements; provisions for modification, termination, extension and renewal of contracts; and such other matters not inconsistent with the purposes and provisions of this section as the commissioner shall deem necessary, proper, or appropriate.

"(c) Every contract between a municipality and a corporation entered into pursuant to this act [L.1982, c. 338, § 2] shall contain a provision that in the event the property which is the subject of such contract ceases to be used as specified in the contract at any time during the seven year period commencing with the date such contract is executed, or in case of any other substantial violation, the municipality may terminate the contract and may require the return of any moneys or other property previously advanced to such corporation pursuant to the terms of such contract. To the extent that any such money or property returned to the municipality was provided by state financial assistance provided pursuant to contract between the commissioner and such municipality, an amount equivalent to the value of such money or other property shall be paid over to the state and deposited to the credit of the local assistance account in the general fund.

"(d) On or before July first, nineteen hundred eighty-three and on or before July first of each year thereafter in which contracts between the commissioner and a municipality under this section are in force, the commissioner shall submit to the governor, the temporary president of the senate and the speaker of the assembly a report detailing

progress and evaluating results, to date, of the demonstration program.

"§ 3. Appropriation. (a) The sum of two million dollars (\$2,000,000), or so much thereof as may be necessary, is hereby appropriated to the division of housing and community renewal out of any moneys in the state treasury in the general fund to the credit of the local assistance account, not otherwise appropriated, for the purposes of providing state financial assistance to municipalities pursuant to the provisions of section two of this act [L.1982, c. 338]. Contracts shall not be entered into which would provide more than fifty per centum of the amount appropriated herein for projects in any one municipality.

"(b) Notwithstanding the provisions of any general or special law, no part of such appropriation shall be available for the purposes designated until a certificate of approval of availability shall have been issued by the director of the budget and a copy of such certificate filed with the state comptroller, the chairman of the senate finance committee and the chairman of the assembly ways and means committee. Such certificate may be amended from time to time subject to the approval of the director of the budget, and a copy of each such amendment shall be filed with the state comptroller, the chairman of the senate finance committee and the chairman of the assembly ways and means committee.

"(c) The moneys hereby appropriated, when made available pursuant to a certificate of approval of availability issued by the director of the budget, shall be paid from the general fund, local assistance account, on the audit and warrant of the state comptroller, on vouchers requisitioned by the division of housing and community renewal.

"§ 4. This act [L.1982, c. 338] shall take effect on the ninetieth day next succeeding the date on which it shall have become a law [became law June 21, 1982]."

Assistance for Land Development Guide. Section 2 of L.1987, c. 217, eff. July 7, 1987, provided: "The commissioner may request and shall receive from any agency, public authority, public benefit corporation, department, divi-

§ 14

sion, board, bureau or commission of the state or any political subdivision thereof such assistance as will enable him to properly carry out his powers and duties pursuant to this act [adding par. (p) of subd. 1 of this section]."

Cross References

Commissioner as member of—

Civil defense commission, see McKinney's Unconsol. Laws § 9120.

Disaster preparedness commission, see Executive Law § 21.

Rural financial services committee, see Executive Law § 492.

State mortgage agency, see Public Authorities Law § 2403.

Urban cultural and advisory council, see PRHPL § 33.01.

State aid for housing maintenance code enforcement, see State Finance Law § 54-h.

Urban renewal, see General Municipal Law § 500 et seq.

Library References

American Digest System

Powers and duties of state executive departments, boards, or other bodies, see States ¶67.

Encyclopedia

Powers, functions, and duties of state officers, boards, departments, and functionaries, see C.J.S. States § 136.

WESTLAW Research

States cases: 360k[add key number].

Homeless get priority?

Notes of Decisions

Federal aid 1
Low income housing 2
Modification of contracts 3

2. Low income housing

The Commissioner of Housing under this section has the authority to select from among eligible applicants on its waiting list for housing accommodations those with the lowest qualifying income irrespective of their date of filing of application. Application of Joffe, 1951, 201 Misc. 282, 109 N.Y.S.2d 499.

3. Modification of contracts

A loan and subsidy contract by Municipal Housing Authority of the city of Utica with the state of New York and city of Utica for the financing and construction of low cost housing project was subject to amendment with the consent of all parties. Borek v. Golder, 1947, 190 Misc. 366, 74 N.Y.S.2d 675.

1. Federal aid

Acting Commissioner of New York State Division of Housing and Community Renewal had no duty to take any affirmative steps to conform state practices to federal practices with respect to public housing. Braxton v. Poughkeepsie Housing Authority, D.C.N.Y.1974, 382 F.Supp. 992.

The state commissioner of housing may accept and expend federal funds in connection with his statutory power to investigate means of improving substandard housing conditions. 1955, Op. Atty.Gen. 128.

§ 15. Actions and proceedings against the commissioner or the state; intervention by commissioner in certain actions and proceedings

With regard to duties or liabilities arising out of this chapter, the state or the commissioner may be sued in the same manner as a

DIVISION OF HOUSING
Art. 2

§ 15
Note 1

private person. In any action or proceeding affecting any state project the commissioner shall be given notice thereof, and he shall take such steps in such action or proceeding as may be necessary to protect the public interest. If, in the opinion of the commissioner, it is necessary or desirable in the public interest, that he intervene in such action or proceeding he shall be permitted to do so as a matter of right. Whenever in connection with a state project under any instrument or law, a notice of default in writing is required to be served upon an authority or municipality before the institution of any action or proceeding, a copy of such notice shall be served upon the commissioner at least five days before commencement of the action or proceeding. No costs shall be awarded against the commissioner or the state in any such litigation.

(L.1939, c. 808; amended L.1940, c. 148, § 1; L.1943, c. 487, § 1; L.1964, c. 379, § 14.)

Cross References

Defense and indemnification of state officers and employees, see Public Officers Law § 17.

West McKinney Forms

The following form appears in Selected Consolidated Laws Forms under section 15 of the Public Housing Law:

Affidavit in support of motion by commissioner of housing and community renewal to intervene in action or proceeding affecting state project, see Form 1.

Library References

American Digest System

Capacity of state to sue in general, see States ⇨190.
Liability and consent of state to be sued in general, see States ⇨191(1).
Rights of action against state or state officers, see States ⇨193.
Rights of action by state or state officers, see States ⇨192.

Encyclopedia

Capacity or right of state to sue, see C.J.S. States § 297.
Suits against state officers or agencies in general, see C.J.S. States § 304.

WESTLAW Research

States cases: 360k[add key number].

Notes of Decisions

Discovery 3
Notice 2

Purpose 1

1. Purpose

Provisions of this section have salutary purpose of permitting commissioner to

MUNICIPAL AID

Art. 5

VESTLAW Research

Municipal corporations cases: 268k[add key number].

§ 100

Notes of Decisions

Sewers and drains 1
Streets, roadways, etc. 2
Zoning and rezoning 3

1. Sewers and drains

Public housing project was not rendered illegal because of city's agreement to donate sewage, drainage, sanitation and other facilities and services as well as beds of street to be closed as part of project. *Neufeld v. O'Dwyer*, 1948, 192 Misc. 538, 7 N.Y.S.2d 53.

Town may not construct sewer for housing project but may improve town highways in vicinity of such project and provide drainage therefor. 4 Op.State Compt. 107, 1948.

2. Streets, roadways, etc.

City and municipal housing authority would not be enjoined from constructing road over part of realty which had been condemned for housing project and from making any assessments against landowners, part of whose land had been condemned, because of the fact that proposed streets were marked with iron markers instead of concrete markers as provided in city ordinance. *George F. Weaver Sons Co. v. City of Utica*, 1949, 196 Misc. 634, 92 N.Y.S.2d 372.

Provision in amended contract requiring city to acquire the necessary land, construct and maintain an underpass did not contemplate that city should

bear entire expense of an underpass as between itself and railroad company and provision when read with §§ 90 and 94 of the Railroad Law was valid though approval of Public Service Commission had not yet been obtained. *Borek v. Golder*, 1947, 190 Misc. 366, 74 N.Y.S.2d 675.

Where territorial jurisdiction of town housing authority does not extend to villages in town, a tax to pay for such highway work may be levied only against the area of the town outside the villages. 4 Op.State Compt. 107, 1948.

3. Zoning and rezoning

City may, without confiscation, create municipal high rise housing district by amending zoning ordinance to create floating zone, and then specifying property to be brought within that district at or about time property is condemned, or it may first condemn property and then rezone it. *Chase v. City of Glen Cove*, 1964, 41 Misc.2d 889, 246 N.Y.S.2d 975.

City had authority to enter into agreement to rezone area as housing project. *Chase v. City of Glen Cove*, 1962, 34 Misc.2d 810, 227 N.Y.S.2d 131.

Provision in loan and subsidy contract under this chapter obligating city to rezone areas involved was not void as contrary to zoning law and city regulations in view of provision in this section authorizing city to zone or rezone. *Borek v. Golder*, 1947, 190 Misc. 366, 74 N.Y.S.2d 675.

§ 100. Jurisdiction and powers of municipality unimpaired

Nothing in this chapter shall be construed to prevent or relieve the municipality from furnishing or supplying services or facilities from other than housing funds of a character or nature heretofore or formerly furnished or supplied by the municipality. The municipality may furnish and supply from other than housing funds such services and facilities for the tenants of a project of an authority as it furnishes and supplies to other residents of the municipality.

(L.1939, c. 808.)

Library References

American Digest System

Power of municipalities to make improvements or to grant aid therefore, see Municipal Corporations ¶265.

Encyclopedia

Power and duty of municipalities to make public improvements, see C.J.S. Municipal Corporations § 1062 et seq.

WESTLAW Research

Municipal corporations cases: 268k[add key number].

§ 101. [Police, fire and health protection]¹

Notwithstanding any local or special law or charter provision, a municipality shall, irrespective of the boundaries of a project, provide for the tenants of such project, police, fire and health protection services of the same character and to the same extent as those provided for other residents of the municipality.

(Added L.1963, c. 878, § 1.)

¹ Catchline supplied by editor.

Historical Note

Effective Date; Applicability.
L.1963, c. 878, § 2, provided: "This act [adding this section] shall take effect immediately [April 26, 1963] and shall apply to all projects heretofore or hereafter constructed within the territorial boundaries of the municipality."

Former Section 101. Section, L.1939, c. 808; which related to determination of deductions from constitutional debt limit for cities, was repealed by L.1943, c. 712, § 3, and is now covered by Local Finance Law §§ 151.00, 152.00.

Library References

American Digest System

Prevention and protection against fire, see Municipal Corporations ¶603.

Protection of public peace and order, see Municipal Corporations ¶596.

Protection of public peace and welfare, see Municipal Corporations ¶595.

Encyclopedia

Protection of public peace and order, see C.J.S. Municipal Corporations § 134.

Protection of public safety and general welfare, see C.J.S. Municipal Corporations § 132.

WESTLAW Research

Municipal corporations cases: 268k[add key number].

§ 102. Authorization to make subsidies for the aid, care and support of the needy

Notwithstanding the provisions of section ninety-four of this article, a municipality is authorized to make or contract to make capital subsidies for the construction, reconstruction, development and capital improvement of public housing to an authority operating within the territorial limits of such municipality, payable either

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1/26/17

(PLEASE PRINT)

Name: DAVID QUART

Address: 100 Gold Street NY NY 10038

I represent: HPD

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1/26/2016

(PLEASE PRINT)

Name: LEILA BOZORGI

Address: _____

I represent: NYC DEPT. OF HOUSING PRESERVATION + DEV

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: AIXA TAPPE

Address: _____

I represent: _____

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Gale A. Brewer

Address: 1 Centre St.

I represent: Manhattan Borough President

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Patricia A. Charles

Address: Eastchester Gardens

I represent: Community Bd. 11

Address: Housing Committee

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: Milagros Velasquez

Address: 1780 1st Ave #17A

I represent: 161 me

Address: _____

Please complete this card and return to the Sergeant-at-Arms

OVERFLOW

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: JOSHUA BARNETT

Address: 270 5TH ST. # 1D BROOKLYN, NY 11215

I represent: LOCAL 375 DC 37 AFSCME

Address: 125 BROOKLYN ST. NEW YORK, NY 10007

overflow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Tamara Sepulveda

Address: 1780 First Ave

I represent: Floor #2 (Captain) / Holmes

Address: _____

Over
flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: 1/26/2016

(PLEASE PRINT)

Name: Jose Guevara

Address: 1780 1st Ave #15D NYC

I represent: Holmes Towers

Address: 1780 1st Ave

Please complete this card and return to the Sergeant-at-Arms

Over
flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

Name: Pearl Barkley (PLEASE PRINT)

Address: 2205 2nd Ave

I represent: CVH + Jefferson Houses

Address: _____

Over
flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

Name: Bettie J. Sanders (PLEASE PRINT)

Address: _____

I represent: National Action Network Honduras Committee

Address: 437 Herkimer St. #6H

Brooklyn NY 11213

Inside

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

Name: Bernadene Weeks (PLEASE PRINT)

Address: West Village

I represent: The Citizens of NYC

Address: _____

Over
Flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: 1/26/16

(PLEASE PRINT)

Name: Naved Husain

Address: _____

I represent: CAAAr members

Address: _____

Over
Flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☒ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Starlinga Trent

Address: 82-10 Mott Ave

I represent: All Star Popit (All of NYC)

Address: _____

Over Flow
Room

THE COUNCIL THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: Feb-16

(PLEASE PRINT)

Name: Telesca Pulles

Address: 443 Park Ave South

I represent: NY, NY 10016

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Sarmine DeJarus

Address: 60 E 102 St

I represent: myself + CHRA

Address: "60 E"

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Lisa Kenner

Address: 422 Blake Ave

I represent: _____

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Sandra Perez

Address: 1780 1st Avenue

I represent: Holmes lawers

Address: 347 873-9908

◆ Please complete this card and return to the Sergeant-at-Arms ◆

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Malinda Futrell

Address: 1465 Madison Ave 6d

I represent: Martha Stewart Garden

Address: Madison Ave Bt 100th & 101 St

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

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☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: VICTOR BACH

Address: ↓

I represent: COMMUNITY SERVICE SOCIETY

Address: 633 Third Ave, NYC 10017

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: 1/26/16

(PLEASE PRINT)

Name: EVANS THOMPSON

Address: 74 IRVING PLACE

I represent: CLCA ALL/STARS

Address: 543 W 42ND ST.

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: Saunders Coleman

Address: 1806 1ST AVE # 10 H

I represent: ISAAK/Holmes Towers & CVH

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: Michael A Beckford

Address: P.O. Box 6387

I represent: A/Steps

Address: 42nd 10 Ave

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 01/26/16

(PLEASE PRINT)

Name: Terry Fashuhofer

Address: 3110 Thomson Ave LIC

I represent: Fairfax Home for Homeless

Address: PO Box 4476 Seaside NJ
1124-476

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1-26-76

(PLEASE PRINT)

Name: Cherry Shiver

Address: 272 Wyckoff Garden

I represent: Wyckoff Garden + Free

Address: Brooklyn, N.Y.

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Beverly Corbin

Address: 1301 THIRD AVE

I represent: RED & FREE

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: Darnell Brown

Address: Holmes

I represent: Holmes Towers Residents

Address: Holmes T-

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Mashon Baines

Address: 870 Columbus

I represent: Douglass

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1-26-16.

(PLEASE PRINT)

Name: CARMON CHAMBERS

Address: 810 Columbus

I represent: DOUGLASS HOUSE

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Shida Olatoye

Address: _____

I represent: NYCHA

Address: _____

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**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Nicole Ferreira

Address: _____

I represent: NYCHA

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: ED BRAS

Address: 30 E. 95th St #2A

I represent: Self

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: David Farber

Address: _____

I represent: NYCHA

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

Name: Brenda Temple (PLEASE PRINT)

Address: _____

I represent: Myself CICA

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

Name: Mark Mike (PLEASE PRINT)

Address: _____

I represent: CICA

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

Name: Maibangay Donzo (PLEASE PRINT)

Address: Committee for Independent Community

I represent: Action (CICA)

Address: 543 West 42 St, NY, NY 10036

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1-26-2016

(PLEASE PRINT)

Name: Committee For Independent Community Action
Douglas Baker

Address: 543 W. 42nd St., 10036

I represent: Committee For Independent Community Action

Address: 543 W. 42nd St., 10036

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1-26-2016

(PLEASE PRINT)

Name: DR. LENORA B. FULANI

Address: 543 W. 42nd St.

I represent: Committee for Independent Community Action

Address: 543 W. 42nd St., NYC 10036

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1-26-2016

(PLEASE PRINT)

Name: HARRY KRZESNY

Address: 543 W. 42nd St., 10036

I represent: Committee For Independent Community Action

Address: 543 W. 42nd St., 10036

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 1/26/16

Name: Jessie Fields (PLEASE PRINT)

Address: 504 West 110th Street

I represent: NY NY 10025

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: 1/26/16

Name: Kevin Drew (PLEASE PRINT)

Address: 1102 201 St. Albans, NY

I represent: RICA

Address: 115th St. NYC

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

Name: Susan M. Gold (PLEASE PRINT)

Address: 185 Workman Ave. # 11 J Brooklyn, NY

I represent: Linden Houses, CUNY Queens College, Fiorella Homes for the Homeless

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: 1-26-16

(PLEASE PRINT)

Name: Javier Sepulveda

Address: 1738 Lexington Avenue Apt. 10B

I represent: Myself and other NYCHA residents

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: _____

(PLEASE PRINT)

Name: Vicki Barker

Address: 465 E 92 St

I represent: myself

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☒ in opposition

Date: JAN 26 2016

(PLEASE PRINT)

Name: Jamiah Ali-Sanders

Address: 2043 SERRA BLVD 3F THE ROXBURY NY 10016

I represent: CCA

Address: 411 Stans 42nd St NY, NY

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Claribel Gareia

Address: 1780 First Ave 6C

I represent: _____

Address: _____

▶ Please complete this card and return to the Sergeant-at-Arms ◀

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Claribel Gareia

Address: 1780 First Ave 6C

I represent: _____

Address: _____

▶ Please complete this card and return to the Sergeant-at-Arms ◀