



**Testimony of the New York City Department of Housing Preservation and Development  
to the New York City Council Committees on  
Oversight and Investigations and Housing and Buildings**

**July 22, 2019**

Good afternoon, Chair Cornegy, Chair Torres, and members of the Council's Committees on Oversight and Investigations and Housing and Buildings. My name is Louise Carroll, and I am the Commissioner of the New York City Department of Housing Preservation and Development (HPD). I am joined by our Deputy Commissioner for Asset and Property Management, Anne-Marie Hendrickson, our Associate Commissioner for Preservation Kim Darga, and Assistant Commissioner for Property Disposition and Finance, Lisa Talma. Thank you for the invitation to testify on the City's Third Party Transfer Program, also known as TPT.

The de Blasio Administration has spent five years marshalling resources to build and preserve affordable housing across the city, and increase enforcement and other protections to keep residents in their homes. We believe that anyone who wants to raise a family and work in the city should be able to live here. TPT plays a key role in this broader strategy by keeping people in their homes with rents affordable to them and improving conditions in tax delinquent properties at risk of unsafe conditions, eviction, or predatory loans.

**A Collaborative Effort to Protect Tenants and Increase Neighborhood Stability**

The Third Party Transfer program was enacted in 1996 by the City Council to collect municipal taxes and other charges, while providing a mechanism to address conditions in troubled residential properties with the goal of stabilizing their physical and financial health; and keeping them safe, habitable, and affordable for residents. As you may know, the City conducts a Tax Lien Sale each year, but by law, not all properties with arrears can be included. TPT has focused on collecting taxes and preserving residential properties that were either excluded from the Tax Lien Sale or those with signs of crisis. Eligible arrears to the City include outstanding residential and commercial property taxes with the Department of Finance (DOF), water and sewer charges to the Department of Environmental Protection (DEP), or outstanding bills to

HPD when our Emergency Repair Program, or other programs stepped in to address immediately hazardous conditions that put residents a risk.

While a primary goal of the TPT law is for owners to either pay their taxes in full or enter into a payment plan, and we were able to assist most of the properties in the most recent round of TPT to do just this, failure to do so ultimately results in foreclosure. The City has a fiscal responsibility to collect taxes, that support critical City services from all properties. In TPT, unlike traditional *in rem* foreclosure or foreclosures that can follow a lien sale, where residents can be displaced, properties are transferred to a third-party, mission-driven affordable housing developer and residents remain in their homes with affordability and rent stabilization protections. Rent stabilization is one of the strongest tools we have to protect tenants, ensuring that residents currently in the building have the option to remain for as long as they want, at rents that are affordable to them. And happily, such protections now stand to be more meaningful than they have been since the inception of the rent stabilization program given the incredible reforms from Albany last month that finally put the law on the side of tenants. The New York State Housing Stability and Tenant Protection Act of 2019 will close loopholes that allow high rent increases, end vacancy and luxury decontrol, end the vacancy bonus, and ensure that tenants won't have to fight for a place to live in another four years by making the law permanent. HPD has spent years fighting for those reforms, and we join New York City tenants and advocates in celebrating this historic legislation.

For decades, TPT has been viewed as a critical tool to stabilize properties, improve housing conditions, protect tenants, and ultimately return properties to the tax rolls. Since TPT's inception, more than 6,000 homes in approximately 520 buildings have been rehabilitated, resulting in improved housing quality and greater stability for roughly 15,000 residents. Today, I would like to clarify a few points to clear up misinformation and misperceptions about TPT that we've become aware of in recent months.

First is the issue of property selection. TPT does not target any specific neighborhood or community; it selects properties through a thoughtful process grounded in local law and focused on tax enforcement and rehabilitation for residential properties with municipal arrears. Knowing that HPD is mandated by law to include whole blocks, we look at blocks with single or multiple properties owing some of the highest amounts of money to the City or that were included in our special enforcement program for poor living conditions. Ultimately, HPD focused on multifamily buildings that would most benefit from City investment if they were unable or unwilling to address their arrears, in line with our wider goal of housing and neighborhood stabilization, and in fact, most of the buildings with lower amounts of tax arrears that were included in the *in rem* action paid their debt and got out of the round—some almost immediately.

On average, properties that were ultimately transferred had more than \$800,000 in unpaid taxes and more than eight hazardous or immediately hazardous violations per unit. Many of these properties had additional indicators of physical issues. Five of the properties had been in HPD's Alternative Enforcement Program for extensive code violations and HPD-required work, and nine were in 7A Management requiring a Court-appointed administrator due to conditions that were dangerous to the residents' life, health, and safety. When the buildings transferred, and Neighborhood Restore was able to evaluate the full scope of conditions, they found a range of significant issues such as no heat and/or gas, compromised structures, illegal subdivision, and squatting.

Second is the issue of notice. Owners of properties receive semi-annual or quarterly statements from DOF regarding their property tax liens, as well as, at a minimum, annual statements and repeated robocalls from DEP. Information about property violations and outstanding emergency repair charges are always online. To enter TPT, owners must have outstanding tax arrears for a minimum period of three years, or, in the case of certain properties with four or more units, for one year. By the time the last TPT round began in 2015, owners already had at least one year of notices of outstanding liens and ample opportunity to resolve their outstanding bills. Upon the launch of Round 10, the City communicated with owners through a combination of mailings, calls, and flyering—in many cases reaching out approximately 70 times from the 2015-2018 three-year period. HPD invited owners to property owner clinics to explain in depth the many resources available, and offered eligible buildings the opportunity to apply for retroactive tax exemptions. We also worked closely with local Council Members on numerous occasions throughout the process, briefing them about properties facing foreclosure in their districts and encouraging them to assist in outreach to buildings to urge them to apply for tax exemptions and take other available steps to address arrears.

These efforts worked. A majority of the 420 properties included in the last TPT round successfully responded and were removed from the foreclosure action, resulting in the collection of approximately \$40 million in outstanding arrears thus far. For the remaining properties that were unwilling or unable to do so, were not stayed from transfer by active litigation or bankruptcy proceedings prior to transfer, and were not removed from the round via local law, ownership was transferred to a non-profit intermediary, Neighborhood Restore. All transfers were reviewed by the City Council, which had the opportunity to disapprove. Ownership will ultimately pass to local community-based affordable housing developers, many of which are longstanding nonprofits committed to serving their residents, and were previously selected through a Request for Qualifications. No property was transferred without review of the existing arrears, unaddressed violations, and without giving individual Council Members an opportunity to weigh in.

Contrary to some news reports, none of the 62 properties that remain transferred were single-family homes. However, while many of the buildings in the recent TPT round were

rentals, often with negligent landlords, there were also numerous affordable housing cooperatives, called HDFC coops. The HDFC coops that transferred in the most recent round of TPT owed \$30.4 million – more than half of the total funds owed across all the properties that transferred. HDFC coops are excluded from the Tax Lien Sale, leaving TPT the only tax enforcement mechanism for those in arrears.

While HDFC's are critical homeownership opportunities, many such buildings did not function as genuine coops, often leasing units to tenants without rent stabilization, regulated oversight of rent increases, or other protections. In twelve of the 25 HDFC coops that transferred, either all or most units were rental units. These residents deserve to live in quality housing as well. However, due to poor governance and neglect, many units remained vacant or in disrepair, and several coop buildings were party to ongoing housing court litigation for lack of heat, hot water, gas or other critical services. Significant municipal arrears or significant municipal arrears and rehabilitation needs left these HDFCs vulnerable to predatory lenders

This administration recognizes the importance of homeownership for the stability of families and neighborhoods and for the ability to grow equity that can be passed along to future generations. That is why, through Housing New York, we have financed almost 23,000 affordable homeownership opportunities. We have also created new programs like Landlord Ambassadors to offer technical assistance and emergency loans to small building owners and the Homeowner HelpDesk to assist with foreclosure prevention, guidance on scam avoidance, and advice on home repair and other programs like weatherization loans. And this summer we are launching HomeFix, a program to provide low-cost loans to struggling homeowners. These efforts are just a fraction of many, wide ranging opportunities that HPD provides to support ownership.

### **Remaining Focused on Keeping Residents in their Homes in the Ever-growing New York City Real Estate Market**

All of the preceding notwithstanding, the city has changed dramatically since the program was created more than 20 years ago, and it's time for a fresh look. That is why we are now launching a working group in partnership with Council Member Cornegy that includes a wide range of stakeholders to recommend changes to address concerns and further refine the program.

We recognize that there have been concerns about the process, and are prepared to revisit the eligibility and selection criteria, the type and frequency of outreach, and the resources and support we offer owners. There is always room for improvement, and we are committed to making the process as transparent and effective as possible and doing all we can to help homeowners avoid the spiral of financial and physical problems that puts their properties at risk

in the first place. But ending TPT outright or allowing buildings with bad management to retain ownership would be a disservice to tenants left to suffer the consequences when building owners do not address their property's financial and physical issues, and undermine any owner's responsibility to pay their taxes. The best path forward for these properties is HPD intervention through TPT, which will ensure needed renovations are made for the safety of residents and that affordability is guaranteed through rent stabilization and other regulatory protections. We would be abdicating our responsibilities if we didn't intervene in buildings falling into financial and physical trouble.

Thank you again for the opportunity to discuss the importance of TPT. I look forward to answering any questions you may have at this time.



PUBLIC ADVOCATE FOR THE CITY OF NEW YORK

**Jumaane D. Williams**

---

**TESTIMONY OF PUBLIC ADVOCATE JUMAANE D. WILLIAMS  
TO THE NEW YORK CITY COUNCIL COMMITTEES ON  
OVERSIGHT AND INVESTIGATIONS AND HOUSING AND BUILDINGS  
JULY 22, 2019**

Good afternoon,

My name is Jumaane D. Williams, and I have the pleasure of serving as the newly elected Public Advocate for the City of New York. Before I get into my remarks, I'd like to thank all of you in this room – Committee Members and fellow New Yorkers here to testify – for your participation on the most important issue facing New Yorkers: affordable housing.

As the Public Advocate for the City of New York, I serve as the direct link between New Yorkers and their government. The Office of the Public Advocate serves as a watchdog to ensure that City agencies are as efficient and effective as demanded by the people of New York. The Office also investigates and resolves constituent complaints relating to the services provided by these agencies.

First, I would like to thank Chairs Robert Cornegy, Jr. and Ritchie Torres for calling this hearing to discuss the findings of their investigation into New York City's Department of Housing Preservation and Development's (HPD) Third Party Transfer Program (TPT). I look forward to discussing the findings and charting the best course of action to provide relief to New Yorkers who have experienced the devastating effects of TPT.

I served as the Chair of the Council's Housing and Buildings Committee between 2014 and 2017, advocating for more deeply targeted affordable housing to help prevent communities from being priced out of the five boroughs. Before serving as an elected official, I was a tenant organizer working to improve housing affordability. I know firsthand the monumental challenges associated with finding and keeping a place to live. Just owning a home in Brooklyn today costs over \$1 million on average. A month ago, I was arrested in Albany for demanding reforms to the state's rent laws. We succeeded, and the Senate passed the strongest protections of tenants' rights in decades.

These reforms must extend to our housing programs in the City – specifically, to TPT. According to HPD, this program was created over 20 years ago to preserve quality affordable housing and enforce tax payment. Since it began, however, TPT has taken over more than 500 buildings made up of more than 6,500 units from mostly female-headed households and senior citizens. In 2018, reports emerged showing that over 60 properties of Black and Brown homeowners in lower-income neighborhoods had been placed in TPT, often without homeowners' knowledge.

This program has evolved into a gentrification scheme that takes equity away from the very people the program is intended to help. Because of the method TPT uses to identify “distressed properties,” clusters of neighborhoods are targeted for potential seizures simultaneously. It has catalyzed gentrification in areas like Canarsie and East New York, where Black and Hispanic New Yorkers have disproportionately lost their homes. Several sources even report that up to 21 out of the 37 for-profit and non-profit entities approved to take over the “distressed” houses in TPT have close connections to local political campaigns. This is unacceptable. New Yorkers deserve a government that fights to keep a roof over their head, not one that benefits from taking it away.

Nearly two years ago, I introduced legislation to immediately halt TPT and conduct a thorough review and information gathering process. Intro 1315-2018 would impose a two-year moratorium on TPT and require quarterly reporting in which HPD discloses the properties it has identified as eligible for transfer through TPT. During the two-year moratorium, HPD would be required to gather information about the populations who have been harmed through this program in order to rectify past injustices and prevent future ones. I urge the City Council to schedule a hearing for this bill.

Preserving homeownership in low-income, female-headed, and senior communities of more color is essential to preserving equity and diversity in New York City. Homeownership is one of the most important ways for a family to build and transfer wealth from one generation to the next. A single foreclosure can lead to homelessness and the loss of a generation’s worth of wealth for any family. No family in New York should have to endure this, and no family should have their home ownership taken away.

I urge these Committees to hold HPD and others accountable to their mandate of preserving quality affordable housing for every New Yorker, especially including those who need it the most.

Again, thank you to the Committee for taking up this issue, and I am happy to answer any of your questions.



OFFICE OF THE BROOKLYN BOROUGH PRESIDENT

**Third Party Transfer Hearing  
New York City Council  
July 22, 2019**

Good morning: My name is Eric L. Adams and I am Brooklyn's borough president, representing more than 2.6 million residents who call the borough home. I would like to thank City Councilmember Robert Cornegy, chair of the City Council Committee on Housing and Buildings, and Council Member Ritchie Torres, chair of the City Council Committee on Oversight and Investigation, for convening this hearing on the New York City Department of Housing Preservation and Development (HPD)'s Third Party Transfer Program (TPT), a topic that Brooklynites know all too well.

The issue around the TPT program is all too real in Brooklyn, especially in the central Brooklyn neighborhoods of Bedford-Stuyvesant and Crown Heights. As a property owner, I know firsthand of the struggles of maintaining your home and paying the taxes that come along with it. This program has predominantly affected our seniors, who bought their property at a time when the neighborhoods they lived in were not sought after.

Today, the strain of gentrification is impacting neighborhoods across New York City. In Brooklyn neighborhoods, homeownership means families can build equity while also benefiting from stable housing costs in a city that continues to see

rapidly rising rents. According to a Center for NYC Neighborhoods study, Brooklyn has long been a borough where working-class families can buy and own a home: Today, 29 percent of Brooklyn households are homeowners and, of them, just over half (53 percent) earn a low-to-moderate income. Fifteen percent are middle income, while 28 percent are high-income. This trend is showing that the number of high-income Brooklyn homeowners increased from 23 percent to 28 percent over the past decade, while the proportion of low, moderate, and middle-income homeowners decreased.

This trend is showing no sign of changing. This past March, State Senator Velmanette Montgomery, Assembly Member Tremaine Wright, and my office worked together to host a hearing to highlight the concerns and issues that have been plaguing communities around deed fraud and how we can prevent foreclosures on homes that may be at risk. However, through extensive discussion with community stakeholders, this issue is continuing to grow and there appears to be deeper and possibly illegal actions being undertaken to defraud homeowners of their property.

Unfortunately, the TPT program may be playing a role in defrauding homeowners of their property. Residents continue to inform my office that their homes were never supposed to be a part of the foreclosure list, that they have been foreclosed upon despite repaying their delinquent taxes in good standing, and that several homes have actually been returned to homeowners because they were wrongly seized.

Based on these complaints that continue to come to my office, and the larger crisis of deed fraud that we are witnessing, I again renew my call for a forensic audit of

the TPT program, and an investigation on the Federal, State, and City level, into this issue. The proposed formation of a task force to examine the TPT program is long overdue given the cloud of obscurity around the City's seizure of properties, but it must be accompanied by real oversight by the City Council. In addition, I am in full support of Public Advocate Jumaane Williams' legislation calling for a two-year moratorium on the TPT program. No one should be losing their home while the task force is doing its job.

In addition to fully assessing the problems surrounding the TPT program, I urge the task force and the Council to examine the possibility of paying restitution to property owners impacted by TPT seizures in the form of their lost equity. We have a responsibility to address the loss of generational wealth in communities of color, whether accidental or purposeful. I also seek task force membership for residential stakeholders and advocates who have first-hand experience with the impacts of the TPT program.

When a person's home is endangered or seized, especially when it is being done by, or through, the participation of a government agency, we must ensure any action taken against them occurred completely within the bounds of the law. In addition, when our homeowners may have fallen behind in property taxes or proper upkeep, we must exhaust all of our resources to keep them in their homes before implementing means of forcing them out.

Finally, we must do more to ensure that bad actors and government programs are not forcing low-income residents and seniors out of their homes in the face of a demographically and economically changing borough.

These tactics that are imbedded in our local policies must be reviewed and changed. More importantly, we must do what we can to ensure that we do not force our families who are paying their taxes and investing in our communities out of their property because of government policy.

I want to thank the committee and its members for hosting this hearing and allowing me to address you on this very important issue.

Thank you for your time.



THE LEGAL AID SOCIETY  
199 Water Street, 3<sup>rd</sup> Floor  
New York, NY 10038  
(212) 577-3300

TESTIMONY BEFORE THE NEW YORK CITY COUNCIL  
COMMITTEES ON HOUSING AND BUILDINGS REGARDING  
OVERSIGHT OF THE THIRD PARTY TRANSFER PROGRAM

JULY 22, 2019

**Introduction**

Thank you Chairpersons Robert Cornegy and Ritchie Torres along with members of the Committee on Housing and Buildings and the Committee on Oversight for the opportunity to provide testimony today. We welcome the Council's efforts to ensure that the City's Third Party Transfer Program (TPT) continues to fulfill its purpose.

This testimony is submitted on behalf of The Legal Aid Society, the nation's oldest and largest not-for-profit legal services organization. The Society is an indispensable component of the legal, social, and economic fabric of New York City – passionately advocating for low-income individuals and families across a variety of civil, criminal, and juvenile rights matters, while also fighting for legal reform since 1876. Through three major practices — Civil, Criminal, and Juvenile Rights — the Society handles approximately 300,000 cases a year in city, state, and federal courts. Through a network of borough, neighborhood, and courthouse-based offices in 26 locations in New York City, and nearly 2,000 attorneys, paralegals, social workers, investigators and support staff, along with volunteer help coordinated by the Society's *Pro Bono* program, we provide comprehensive legal services to fulfill our mission that no New Yorker should be denied access to justice because of poverty.

**Background**

The Society's Civil Practice addresses a broad range of legal problems, including; housing, homelessness prevention, and foreclosure prevention; family law and domestic violence; employment issues faced by low-wage workers; public assistance; Supplemental Nutrition Assistance Program (SNAP) benefits; disability-related assistance; health law; HIV/AIDS and chronic diseases; elder law; tax law for low-income workers; consumer law; education law; immigration law; community development legal assistance; and reentry and reintegration matters for formerly incarcerated clients returning to the community.

The Society has prioritized housing assistance throughout our 140-year history. The Civil Practice's housing practice is our largest practice area and comprised more than 50% of our total caseload during the last fiscal year. In recognition of the myriad of challenges our clients face, The Legal Aid Society organizes our housing practice through a number of programs. Our housing practice, which is present in all five counties, offers critical legal services to prevent

homelessness through direct representation of tenants facing eviction in nonpayment and holdover proceedings. We are able to help low-income New Yorkers maintain affordable housing, ensure landlords maintain habitability standards, obtain and preserve rent subsidies for clients, fight illegal rent overcharges and prevent evictions.

In addition to our representation of tenants in eviction proceedings, The Legal Aid Society's buildings practice and Community Development Project (CDP) represents tenant groups to preserve and expand the stock of affordable housing throughout New York City. Since TPT's inception, The Legal Aid Society has successfully assisted in the conversion of numerous buildings to HDFC cooperatives through the City's Third Party Transfer Program. We provide technical and legal assistance to help tenants successfully convert their buildings to affordable housing cooperatives and comply with their duties and responsibilities as a cooperative corporation. In turn, these cooperatives remain a vital source of stable and affordable housing. Perhaps most importantly, we have strived to ensure fairness in the process, to protect the interests and voices of our clients, and to help empower our clients and their respective communities. These efforts prevent homelessness and displacement and save the City and State millions of dollars each year in averted shelter costs alone.

### **The Third Party Transfer Program**

The Third Party Transfer Program, administered by the New York City Department of Housing Preservation and Development (HPD), was introduced in 1996 to protect low-to moderate-income households living in distressed multiple dwelling buildings at risk of abandonment. Rather than allow these properties to fall into severe disrepair that would ordinarily result in tenant displacement and the loss of affordable housing, TPT uses the in rem foreclosure action to transfer properties to a new, qualified owner that will address capital needs and otherwise properly manage the property. According to HPD, the program seeks to "...ensure that residents remain in place with affordability and rent stabilization protection." TPT has two tracks, one track is for development of properties as rent stabilized rental housing, and the second track is for development as HDFC cooperative homeownership.

Under the TPT, the City seeks foreclosure judgments against "distressed" buildings that have tax arrears. After a foreclosure judgment is issued, HPD administers the transfer of the property, via the New York City Department of Finance, to Neighborhood Restore Housing Development Fund Corporation (Neighborhood Restore)<sup>1</sup> who then identifies an affordable housing developer it determines is qualified to restore the property to habitability and manage it going forward.

The selected developer will have access to low interest loans using City Capital funds. They will also be able to take advantage of permanent financing sources such as the New York City Housing Development Corporation (HDC), and/or Low Income Housing Tax Credits

---

<sup>1</sup> Neighborhood Restore is a nonprofit entity that works with the New York City Department of Housing Preservation and Development (HPD) on programs that seek to foster neighborhood stabilization by efficiently transitioning properties from physical and financial abandonment to responsible third party ownership. Neighborhood Restore also utilizes citywide partnerships to create affordable homeownership opportunities for households of low- and moderate- income. Neighborhood Restore and its affiliate entities are supporting organizations of Enterprise Community Partners, Inc. (Enterprise) and the Local Initiatives Support Corporation (LISC). <http://www.neighborhoodrestore.org/about/>

(LIHTC). While a program property is being rehabilitated, rents for occupied units are subject to increases allowable under the Rent Stabilization Law. Rents for incoming tenants are set in multiple tiers no higher than a level affordable to households earning 120% AMI, unless further restricted based on federal funding sources and/or LIHTC requirements if applicable.<sup>2</sup> If needed, post-completion HPD is authorized to issue a post completion rent order, setting rents at or below what is affordable for households between 50% and 60% AMI.<sup>3</sup> In some cases, rents could be restructured to cover debt service and post rehabilitation property maintenance and operations. Further, TPT projects are subject to a minimum 30-year regulatory agreement wherein: tenants' household incomes can't exceed 120% of AMI; rents cannot exceed what is affordable to such a household; units must be registered with HCR and subject to Rent Stabilization Code increases; units cannot be decontrolled based on vacancy or high income; and the owner submits a certified rent roll, written certification of tenant incomes, and supporting documentation for rent and income determination pursuant to the regulatory agreement. Additional requirements apply for any federally-funded and LIHTC units, and 10% of units in a building that has at least 20 dwelling units are reserved for homeless households referred by HPD's Homeless Placement Unit.

### NYC's Affordable Housing Crisis

In light of the persistent housing crisis, TPT, when utilized as intended, is an excellent tool for preserving affordable housing in New York City. The net vacancy rate of rent-stabilized units was 2.06 percent in 2017 compared to a City-wide vacancy rate of 3.63 percent in 2017, significantly below the 5.0 percent threshold that legally defines a housing emergency.<sup>4</sup> The number of vacant units affordable to low-income New Yorkers is even more meager. In 2017, the vacancy rate for all units with rents less than \$800 was only 1.15 percent, and for apartments with rents less than \$1,000, only 2.09 percent were vacant.<sup>5</sup> The decrease in availability of affordable vacant units is exacerbated by the loss of at least 147,512 rent-stabilized housing units in the last 24 years, primarily due to high-rent vacancy deregulation.<sup>6</sup> Units that remain available are increasingly out of the range of low-income New Yorkers. This scarcity of available rent-stabilized housing is a part of an overall decline in the availability of affordable housing. The steady decrease in Mitchell-Lama units has accelerated over the past several years, with at least 48,000 lost to buyouts since 1985.<sup>7</sup> This combination of market forces and governmental decisions has worked together to have a devastating effect on low and moderate income New Yorkers. The declining number of vacant units available for rent, the fact that

---

<sup>2</sup> <https://www1.nyc.gov/assets/hpd/downloads/pdf/developers/term-sheets/multifamily-disposition-and-finance-term-sheet.pdf>

<sup>3</sup> <https://www1.nyc.gov/assets/hpd/downloads/pdf/developers/term-sheets/multifamily-disposition-and-finance-term-sheet.pdf>

<sup>4</sup> New York Department of Housing Preservation and Development, *Selected Initial Findings of the 2017 New York City Housing and Vacancy Survey*, 2.

<sup>5</sup> *Id.*, 3.

<sup>6</sup> NYC Rent Guidelines Board, *Changes to the Rent Stabilized Housing Stock in New York City in 2017*, 9, 13. (As noted in the report, these numbers are a floor or a minimum count of units loss as registration of deregulated units with DHCR is voluntary).

<sup>7</sup> NYC Rent Guidelines Board, *2018 Housing Supply Report*, 10.

housing expansion has not kept pace with population growth,<sup>8</sup> and the ongoing public housing crisis have all contributed to the scarcity of available affordable housing. Further, long term tenants who are evicted or otherwise displaced will face a rental market that is increasingly unaffordable to them.

According to the Mayor's 2014 report entitled "Housing New York, a Five Borough, Ten Year Plan" in 2011, there were nearly one million households who earned less than 50% of Area Median Income (AMI), or less than \$41,950 for a family household of four, yet there were only 425,000 available rental units that were affordable to those households.<sup>9</sup> Typically, a tenant's rent is considered affordable if they are paying 30% or less of their income towards the rent; anything beyond this is considered a rent burden. Presently, the median gross rent to income ratio for rent stabilized tenants is 36.4% of their income, an increase of 1.6% since 2011. The U.S. Census Bureau's American Community Survey indicates that 90% of "extremely low income"<sup>10</sup> New Yorkers are rent burdened<sup>11</sup> and 70 percent are "severely rent burdened," spending more than half their income on rent. For clients represented through Legal Aid's Housing Help Program, a courthouse based tenant defense program targeting some of the lowest income neighborhoods in the City, for example, the average client income is \$13,136 annually and their average rent in FY 2016 was \$1,140 per month. It is no coincidence that for the seventh straight year overall homeless levels have increased and in July 2016 there were 60,456 homeless people, including 15,156 homeless families with 23,425 homeless children, sleeping each night in the New York City municipal shelter system. Families comprise just over three-quarters of the homeless shelter population.<sup>12</sup>

The City must utilize all means to protect vulnerable tenants against displacement. TPT has served as a last resort for tenants living in neglected buildings who were faced with the choice of enduring rapidly deteriorating conditions to the detriment of their health and safety or seeking alternative housing.

### **TPT's Promise of Cooperative Homeownership**

As shown above, low and moderate income tenants don't have much room for mobility in this rental market. Keeping these tenants in place should remain a priority. TPT offers tenants stability, affordability and improved living conditions. It also protects tenants from speculative forces that all too often view long term tenants as obstacles to their singular goal of maximizing profit, especially for TPT buildings slated for cooperative conversion.

For many low-income residents of NYC, opportunities for homeownership in programs like TPT are increasingly rare. In the face of gentrification and increasing real estate

---

<sup>8</sup> Margery Austin Turner, *Current Rental Housing Market Challenges and the Need for a New Federal Policy Response: Statement before the Committee on Appropriations, Subcommittee on Transportation, HUD, and Related Agencies, US House of Representatives*, 2.

<sup>9</sup> These households break out into two categories: Extremely Low Income (0-30% AMI - annually income of less than \$25,150 for a household of four) and Very Low Income (31-50% AMI or annually income between \$25,151 - \$41,950 for a household of four).

<sup>10</sup> Families who earn less than 30% of AMI

<sup>11</sup> Defined by HUD as "families who pay more than 30 percent of their income for housing and may have difficulty affording necessities such as food, clothing, transportation and medical care."

<sup>12</sup> NYC Department of Homeless Services and Human Resources Administration and NYCStat shelter census reports

speculation, most tenants in TPT cooperative conversion buildings cannot purchase a market rate home in their respective neighborhoods. Buildings that are placed into TPT for cooperative conversion have a unique opportunity for its residents and local community. However, the TPT Program has significant challenges for its cooperative conversion housing pipeline, and the goal should be to improve the program so it actualizes its promise of tenant homeownership.

In the next section, we identify the following challenges to the TPT cooperative conversion program: (1) delay in cooperative conversion; (2) inadequate training and resources; and (3) permanent affordability for low income New Yorkers.

#### Years of Delay in TPT

The City's undue delay in cooperative conversion of TPT buildings has been a huge problem. TPT tenants wait for years, if not over a decade for their building to undergo much-needed rehabilitation. TPT buildings are by definition "distressed" and have enormous needs. Yet, tenants endure these conditions under the promise of eventual cooperative homeownership.

This delay also deprives TPT tenants of the homeownership opportunity they were promised. For example, it is not uncommon to hear of seniors, who have endured decades of fighting to preserve their homes and communities, that have passed away in TPT buildings. In addition to the individual stories of unrealized dreams of homeownership. After years of waiting, some of these TPT buildings will lose their opportunity to become homeowners altogether only to remain a rental. HPD will terminate TPT buildings from cooperative conversion due to a number of factors, which are exacerbated by years of neglect and lack of meaningful, ongoing and comprehensive assistance from HPD in preparing tenants for homeownership. Further, HPD staff have undergone considerable turnover over the past ten years, leading to confusion and poor communication between HPD and TPT tenants.

#### Training and Resources

Under Private Financing Housing Law (PFHL) Section 578, HPD has the responsibility to provide advisory and educational services to current and future HDFC shareholders. This section includes a non-exhaustive list of the types of services HPD can provide, including but not limited to: "technical and professional planning assistance, the preparation and promulgation of organizational, planning, and development outlines and guides, consultation services, training courses, seminars and lectures, [...] preparation and dissemination of newsletters and other printed materials, and the services of field representatives." HPD works with the TPT sponsor and organizations, like UHAB, to provide trainings on governance and accounting issues.

However, an overwhelming amount of content is taught in a very short timeframe—ranging from a few months to half a year. Moreover, while trainings are supposed to be offered in different languages, actual governance documents that tenants are asked to review or understand are not. Specifically, tenants are given a "cooperative information package" which includes proposed bylaws, proprietary lease, and the proposed regulatory agreement for the HDFC, none of that information is translated for non-English speakers. While some TPT sponsors will provide a translated summary, we have found that this is insufficient to ensure that potential shareholders fully understand the documents such that they can feel informed and empowered in their decision-making. To improve the quality and effectiveness of HPD sanctioned trainings, there must be a mechanism for tenants to evaluate the effectiveness of the trainings and their understanding of the content of the trainings, as well as the provision of

translated governance documents and adequate translation services for future HDFC shareholders at the conversion/purchasing phase.

TPT sponsors and their management companies must be held accountable. We recommend that HPD take the following steps to provide greater oversight and empower future HDFC shareholders:

- Create a mechanism for tenants to evaluate and provide meaningful feedback regarding how third party managers/sponsors operate their buildings. This includes not only an evaluation of the daily operation of the building, but the level of transparency between the third party and the tenants as well as whether or not an effort has been made to inform and/or include tenants in decision-making
- Facilitate regular meetings between sponsors and tenants to provide an opportunity for tenants to discuss the operation of the building, present current or anticipated concerns, and provide a means for the practical application of the skills learned in HPDs governance and accounting trainings

#### Permanent Affordability for Low Income New Yorkers

Article XI of PHFL § 576 (c)(3) states that during pre-conversion “the supervising agency [HPD] shall use its best efforts to ensure that activities carried out pursuant to this article are structured so as to minimize the likelihood of any involuntary economic displacement of tenants who reside in multiple dwellings which are the subject of such activities.” At the initial rent restructuring, HPD will generally provide Section 8 vouchers, when they are available, to those who are eligible to prevent the economic displacement of long-term tenants. However, there is no HPD policy to prevent the economic displacement that may occur after the initial rent restructuring, when there is fluctuation in household size or income. It is not uncommon for a family with working adult children to later experience a drop in household income when those adult children move out, or for a household member, who was previously a source of income, to experience a layoff or pass away. Additionally, there is no HPD policy on how a building is to generate sufficient income to pay off the building’s loan if Section 8 is no longer available due to funding cuts, or if the payment standards are reduced. There are no measures in place for HPD to address these scenarios after rents are restructured and increase multi-fold. For TPT cooperative conversion buildings, HPD must allocate additional funds and resources to preserve long-term affordability for tenant-shareholders and to prevent displacement that results from the consequences of the significant rent restructuring that will happen.

#### **Conclusion**

Thank you for the opportunity to testify before the respective committees on this important issue. We support all efforts to ensure TPT is achieving its stated goals and that the laws and rules governing TPT are observed by the City and all stakeholders to ensure negative unintended consequences are avoided.

The affordable housing cooperative model, specifically the TPT cooperative conversion pipeline, was created to empower community members and bring dignity and stability to formerly distressed communities. While this testimony focuses on TPT, many of the issues and concerns raised are applicable to other City-managed programs.

We want to strengthen the HPD's cooperative homeownership programs, be it TPT, TIL, ANCP, or any other program, that facilitate HDFC cooperative conversion, and that better support the residents in these buildings so that their buildings can become successful affordable housing cooperatives. Similarly, once these HDFC cooperatives are formed, we want to ensure that they have access to the resources and assistance they need to remain successful and affordable. This requires HPD to provide the financing needed, in order to expedite the cooperative conversion process for these buildings, and provide more technical assistance from HPD staff.

We look forward to working with the Committee on Housing, along with other community stakeholders, to strengthen TPT as a vital source of stable affordable housing in New York City.

Respectfully submitted,



The Legal Aid Society  
Adriene Holder, Attorney in Charge  
Civil Practice  
Judith Goldiner, Attorney in Charge  
Civil Law Reform  
Robert Desir, Staff Attorney  
Jason Wu, Staff Attorney  
Civil Law Reform  
199 Water Street, 3rd Floor  
New York, NY 10038  
(212) 577-3271



ANHD  
50 Broad Street, Suite 1402  
New York, NY 10004  
Tel: (212) 747-1117

**TESTIMONY OF STEPHANIE SOSA, BEFORE  
THE NEW YORK CITY COUNCIL HOUSING AND BUILDINGS COMMITTEE ON  
OVERSIGHT OF THIRD PARTY TRANSFER**

July 22, 2019

Good Morning. Thank you Chair Cornegy and the members of the Housing & Buildings Committee for the opportunity to testify.

My name is Stephanie Sosa and I am the Senior Associate for Housing Development Policy at the Association for Neighborhood and Housing Development (ANHD). ANHD's mission is to advance equitable, flourishing neighborhoods for all New Yorkers. As a coalition of 100 community-based affordable housing and equitable economic development organizations in New York City, we work at the intersection of organizing, policy, advocacy, and capacity-building.

Low- and moderate-income communities and communities of color are disadvantaged by a multitude of housing and economic development policies. In response, our advocacy addresses a wide range of issues, including affordable housing, community development, land use, and equitable economic development. Our vision for an equitable city includes creating and fighting for just systems and policies that lead to economic opportunity and affordable homes for all New Yorkers.

Our extensive network of mission-driven non-profit developers have built over 130,000 units of affordable housing and currently manage over 30,000 units across the five boroughs. ANHD supports the Third Party Transfer Program (TPT), which has allowed qualified developers, many who are ANHD members, to preserve hundreds of buildings which were once in physical and financial disrepair. The TPT Program does this by ridding them of tax liens, violations and unlivable conditions. These highly distressed buildings then have the opportunity to gain long-term financial stability, while remaining permanently affordable and rent stabilized for low-to- moderate income New Yorkers.

Without the support of The TPT Program, low-to-moderate households would be at risk for losing their homes due to speculation, and the burdening physical and financial conditions of the buildings they are living in. In turn, mission-driven developers would miss out on an opportunity to build capacity, improve the quality of life of residents and create new affordable housing for low-to-moderate income New Yorker's within their local communities.

ANHD applauds NYC Dept. of Housing Preservation and Development's (HPD) commitment to creating and preserving affordable housing across the five boroughs through the implementation of new construction and preservation programs. ANHD recommends that City Council supports the TPT Program, so that HPD and qualified developers can continue



**ANHD**  
50 Broad Street, Suite 1402  
New York, NY 10004  
Tel: (212) 747-1117

to preserve highly distressed occupied and vacant buildings across the city. ANHD also recommends that these properties and city-owned sites are issued to responsible mission-driven non-profit developers who will remain committed to preserving permanent affordability in their neighborhoods.

ANHD and our member groups look forward to working with HPD to expand and improve their housing preservation programs in our goal to create and preserve permanently affordable housing for low-to- moderate income New Yorkers across the five boroughs.

Thank you for this opportunity to testify.



**Testimony Before the New York City Council Committees on Housing and Buildings and Oversight and Investigations: Regarding the New York City Third Party Transfer Program**

**July 22, 2019**

Good afternoon. My name is Caroline Nagy and I am the Deputy Director for Policy and Research at the Center for NYC Neighborhoods. I would like to thank Chairs Cornegy and Torres and the members and staff of the Committees on Housing and Buildings and Oversight and Investigations for holding today's hearing on the Third Party Transfer Program.

**About the Center for NYC Neighborhoods**

The Center promotes and protects affordable homeownership in New York so that middle- and working-class families are able to live in strong, thriving communities. Established by public and private partners, including the City Council, the Center meets the diverse needs of homeowners throughout New York state by offering free, high-quality housing services. Since our founding in 2008, our network has assisted over 90,000 homeowners. We have provided more than \$33 million in direct grants to community-based partners, and we have been able to leverage this funding to oversee another \$30 million in indirect funding support. Major funding sources for this work include the New York City Council, the New York City Department of Housing Preservation and Development, and the Office of the State Attorney General, along with other public and private funders.

**Affordable Homeownership in New York City**

I'd like to begin by commending the New York City Council for increasing funding for homeowner services in this year's budget. We are thrilled that this year's budget includes \$2 million for stabilization and foreclosure prevention services, an increase of \$1 million, \$2 million for home repair programs, an increase of \$1 million, and \$1.25 million for the Distressed Mortgage Buy-Back program. On behalf of everyone at the Center, we are deeply grateful for your championship of New York City's working- and middle-class homeowners and we look forward to working with you to ensure that New Yorkers have the tools they need to stay and thrive in their homes.

While the increased funding will go a long way towards realizing this goal, there is still much to be done to confront the many challenges to affordable, sustainable homeownership in New York today. Preserving affordable homeownership is especially important in a city where the racial wealth gap and income inequality have increased significantly over the past decade. This especially holds true for black and Latino families: since 2008, the number of black homeowner households has decreased by nine percent in Queens. In Brooklyn, the number of Latino homeowners decreased by 18 percent over the same time period, even though the total number of Latino households increased by two percent. The

decrease can be attributed to forces making homeownership more difficult for existing homeowners and increasing barriers to homeownership for renters hoping to buy.

### **Many Homeowners Struggle to Keep Up with Property Taxes**

When discussing TPT, it's important to acknowledge that many NYC homeowners struggle to afford property tax, water, and other municipal charges. These charges can be a substantial burden for homeowners trying to keep their properties amid rising real estate values and maintenance costs. We recently surveyed homeowners in East New York, Brooklyn, a community home to thousands of working- and middle-class homeowners, most of whom are people of color. Only 18% of homeowners surveyed reported that they had income left over each month after paying all their bills, while 58% said they break even, and 24% reported that they have to borrow or use credit cards to cover their regular expenses.<sup>1</sup>

A recent report from the NYC Comptroller demonstrated that property taxes place a disproportionate burden on lower-income homeowners. For homeowners making below \$50,000 per year, their property tax burden is 12.7%, as compared to higher income homeowners, whose burdens are between 2% and 6%. The study also found that property taxes have soared since 2005 for homeowners across the income spectrum, while incomes have only risen moderately overall and have actually decreased for the lowest income homeowners.<sup>2</sup>

Rising tax burdens also put LMI homeowners at risk of having their liens sold through the City's annual tax lien sale but generally do not result in their inclusion in TPT. TPT eligibility criteria exclude almost all small homes. Instead, small homeowners have liens sold on their properties in the annual lien sale. As we have testified at previous hearings, the lien sale causes severe financial hardships for the hundreds of homeowners who have their liens sold each year, and thus presents significant challenges to our mission of promoting and protecting affordable and sustainable homeownership in New York City. In November 2016, the Center joined with our fellow members of the Coalition for Affordable Homes to release an analysis of the tax lien sale's impacts on homeowners of Class 1 properties (properties with 1-3 units).<sup>3</sup> We found that the tax lien sale disproportionately impacts communities of color. The City is six times more likely to sell a lien in a majority African American neighborhood than in a majority white neighborhood. We also found that once sold to private investors, debts to homeowners mount quickly. Finally, we found that the tax lien sale contributes to property turnover and speculation: of Class 1 liens sold in Brooklyn in the 2011 lien sale, nearly half (42 percent) were sold within five years of the lien sale, compared to 13 percent of all such properties in the borough during that period.

---

<sup>1</sup> Center for NYC Neighborhoods, East New York: Preserving Affordability in the Face of Uncertainty, Oct. 2017. Available at: <https://cnycn.org/eastnewyork/>

<sup>2</sup> Office of Comptroller Scott Stringer, Growing Unfairness The Rising Burden of Property Taxes on Low-Income Households, September 6, 2018. Available at: <https://comptroller.nyc.gov/reports/growing-unfairness-the-rising-burden-of-property-taxes-on-low-income-households/>

<sup>3</sup> Coalition for Affordable Homes, Compounding Debt: Race, Affordability, and NYC's Tax Lien Sale, Nov. 2016. Available at: <https://cnycn.org/report-compounding-debt-tax-lien/>

### **What We Do to Prevent Tax Foreclosure**

The Center's goal is to keep homeowners in their homes whenever possible, and we work to help homeowners address delinquent taxes before they lead to negative consequences. Each year, the Center works to keep as many homeowners as possible out of the tax lien sale by conducting direct outreach to homeowners on the pre-lien sale lists, and by coordinating with our network partners to assist homeowners in obtaining a payment plan or by qualifying for an exemption. We also support homeowners who have had tax liens sold by connecting them to foreclosure prevention services.

### **The Third Party Transfer Program**

The City's Third Party Transfer program has primarily been used to stabilize distressed multifamily buildings. Few single family homes meet the definition of statutory distress that defines eligibility for TPT and single-family owner-occupied homes are typically subject to the tax lien sale and mortgage foreclosure proceedings when a homeowner is in deep distress.

However, the attention this hearing is drawing to mechanisms for the preservation of safe, affordable housing is critical to small homes in addition to large multifamilies. As the primary source of naturally occurring affordable housing in NYC, homeowners and the rental units they host are in need of our support. We respectfully submit the following recommendations to help NYC homeowners avoid tax delinquency and foreclosure.

### **Recommendations: Prevent Homeowner Tax Delinquency and Foreclosure:**

#### **1. Conduct an Intensive Outreach Campaign to NYC Homeowners**

As a city, we must fully commit to making sure that all NYC homeowners who are at risk of foreclosure, deed theft scams, TPT, or who simply live in a neighborhood being targeted by investors know where they can turn to for free, trustworthy help. We recommend conducting a multi-faceted outreach campaign that reaches homeowners using a variety of methods, from advertising and door knocks to community events. The campaign would inform homeowners about services available and how to access them, and let them know that they should never sign anything relating to their home, mortgage, or deed before getting in touch with us.

#### **2. Continue to Invest in Homeowner Services**

The Center for NYC Neighborhoods has developed innovative, high-quality services to help keep New York City homeowners in their homes, with a track record of success on behalf of LMI homeowners. This year the Center received \$2,000,000 in City Council funding to support a streamlined approach to financial and physical resiliency for homeowners across New York City through a single point of entry, an increase of \$1 million. These resources will be put to use to ensure that no small homes ever qualify for TPT. Furthermore, for homes who may fit the eligibility criteria, homeowner stabilization services are the critical intervention that can prevent foreclosure and preserve ownership.

#### **3. Fix Tax Lien Policy**

The tax lien sale has functionally pushed homeowners to sell rather than being a force for the preservation of naturally occurring affordable housing. The City should prioritize our severe need for

affordability by reshaping how tax debts are treated for small homes. Exempting them from the lien sale would be an important step. The lien sale is only one way to collect tax arrears and was only established in 1997. Other strategies are possible that would ensure that LMI homeowners have every opportunity to pay their overdue taxes and also stay in their homes.

Last fall, the City expanded financial options for homeowners at risk of default on municipal charges by introducing means-based and deferred payment options, providing crucial assistance to low-income NYC families. We commend the de Blasio administration for seeking new options for LMI homeowners struggling with delinquent taxes, as well as the Council Finance committee for its advocacy on this issue. Given the negative consequences of the lien sale, the Center strongly supports further reforms to ensure that the lien sale supports the City's affordable housing preservation strategy.

We look forward to partnering with the City Council and the de Blasio administration to continue to champion affordable homeownership in New York City. Thank you for the opportunity to testify today.

New York City Council Committee on Oversight and Investigations  
July 22, 2019

Testimony of Scott Lavery, Director of Advocacy and Government Relations  
**Young Advocates for Fair Education**

Chairman Torres, honorable members of the committee, thank you for giving me the opportunity to testify today. My name is Scott Lavery and I am the Director of Advocacy and Government Relations for YAFFED, Young Advocates for Fair Education, a nonprofit advocacy organization that seeks to ensure every child in New York's Hasidic and ultra-Orthodox yeshivas is receiving a basic education as required by New York State law.

This week is the four-year anniversary of our complaint to the New York City Department of Education, which under state law is responsible to investigate nonpublic schools within its jurisdiction. In response to our letter, which named 39 nonpublic schools where graduates and parents alleged little to no secular education was being taught, the DOE launched an investigation. It has been four years and the investigation has not yet concluded, with only one update in August 2018.

This long and protracted investigation has been frustrating and unjustified. That there may have been attempts at sabotage is outrageous. Before he was fired in October, former Department of Investigations Commissioner Mark Peters said his office was investigating allegations of mayoral interference in the DOE's investigation. In his formal response to his firing, former Commissioner Peters said that "certain ongoing investigations about which the mayor and his senior staff are very much aware must cast doubt upon the mayor's true motives." In April, the current DOI Commissioner told this committee that the mayoral interference investigation was still ongoing.

Chairman Torres, members of the committee, I hope in the coming weeks and months you will aggressively seek answers as to why the DOE investigation is entering its four-year anniversary with no report about very serious allegations of educational neglect. I also respectfully request that your committee hold a hearing on this investigation and on this matter of educational neglect. Thank you.

Wil Buckery  
302 Convent Ave. HDFC  
302 Convent Avenue #41  
Harlem, New York 10031

July 22, 2019

Re: Hearing, NY City Council

Good Afternoon Mr. Chairman, Council Members, Fellow New Yorkers,

My name is Wil Buckery, I live in an HDFC at 302 Convent Ave., with my wife, daughter and grandson. 302, a beautiful building built 1912, 42 units, 42 owners. Our building, our home, roof, elevator, hallways, basement, etc., all, excellent condition, gorgeous. We did it, we, the shareholders of 302.

In our 38 year history as an HDFC, we have developed a pride and love, as homeowners, previously unknown in many of our families' histories. We are proud of our home, the home where my wife and I raised our four children and watched them venture out into the world. This is the home from which we walked to the ever-changing poll locations to vote for governors, senators, Barack Obama, and City Council Members.

Our home, it's a wonderful feeling, a safe feeling, having a home. As home-steaders, We fought for and worked to established that safe feeling, a safe community environment for our families. In 1992, 11 years in as an HDFC coop, 11 years of rebuilding, repairing, governing, pushing back, pushing forward, we were slammed with an In-Rem Notice!

We were about to lose our home—1992, 11 years in—because we owed the City \$20,000. \$20,000 equivalent to \$35,000 today. Mind you, the average arrears of HDFCs facing foreclosure today strikes between \$500,000 and \$700,000.

When 302 received the In-Rem notice, we went to work. We went door to door, explaining, arguing, appealing and all shareholders received a Registered letter from The Board of Directors. We held individual meetings on each of our 6 floors and vigorously pursued any shareholder reluctant to pay the \$500 assessment. We raised the \$20,000 demanded by the City. We were at death's door and we came back.

We came back because we received the In-Rem notice before our indebtedness became astronomical. We came back because we reached out to the Urban Housing Assistance. Bureau and they promptly responded with guidance, encouragement, and by attending our shareholders' meetings. And most important, we survived and thrive today—affordable housing—because we received timely notice which gave us a second chance. A moratorium on foreclosures, would give coops facing In-Rem today, a second chance.

Twenty three years ago, former HPD Commissioner Debbie Wright, forewarned us in her famously unheeded essay, "Early Warning System." Ignoring Comm. Wright's wise Council from more than two decades ago, has resulted in many families losing their homes.

Finally, mind boggling, how the parsimonious fingers of HPD form into largess hands for Third Party Transfers.

Sincerely,

Wil Buckery

**Thomas Winston**  
938 St. Nicholas Avenue, Apartment 31 New York, New York 10032  
917.507.1965; thomaswinstont@att.net or me@greene-cohenandwinston.com

22<sup>nd</sup> July 2019

To: City of New York Council Members of the Committee on Housing and Buildings  
and the Committee on Oversight and Investigations:

**Affordable Housing: Sponsor Enrichment!! Resident /Foreclosure/Poverty!!**  
**Re: The misuse of public funds (including the HOME program) by housing**  
**development fund corporations in the creation of affordable housing programs under**  
**the auspices of the New York State Private Housing Finance Law (PHFL.)**

I, Thomas Winston and my wife, M.E. Greene-Cohen are the "First Shareholders."  
Residing at 938 St. Nicholas Avenue, Apt. 31, New York, NY 10032

On May 1, 2000, I signed the lease for Apartment 31, located in 938 St. Nicholas Avenue.  
We entered into an Agreement/Contract with the then 7A Administrator of 938 St.  
Nicholas Avenue to lease Apartment 31 which had been vacant for over ten (10) years.  
The 7A Administrator did not have the funds to renovate and prepare the apartment for  
rental. The agreement between the parties entailed rent credits against the stated  
monthly lease while I conducted and paid for the renovation.

We entered into this agreement because it was an affordable investment that would  
allow us to consolidate our two households and cease to live separately. The building  
was slated to become a cooperative and we thought that our money, time and sweat  
equity investment would be rewarded over time.

In May 2001, the City of New York Commissioner of Finance conveyed 936-938 St.  
Nicholas Avenue ("The Building") to Neighborhood Restore in exchange for the sum of  
\$1.00. In December 2002, Neighborhood Restore conveyed the Building to SHUHAB  
HDFC in exchange for the sum of \$1.00. In July 2002, SHUHAB HDFC entered into an  
agreement with contractor Dellwood Construction to perform work at the Building.  
Dellwood was given a deposit of \$3,912,000.00 without Scope of Work compliance.

During this period, I served as Sergeant at Arms of the 936-938 St. Nicholas Avenue  
Tenants Association. After receiving many complaints from tenants regarding shoddy

work, we formed a Construction Committee that I chaired, to monitor the work progress.

I and my wife did live happily in Apartment 31 until May 2004, when forced by a Relocation Agreement to vacate the premises for renovation/refurbishing by SHUHAB HDFC for a period of two to three months. Unfortunately, we were out of Apartment 31 for a total of thirteen (13) months due to SHUHAB HDFC's non-compliance with its own Relocation Agreement to hold its contractor responsible for shoddy and incomplete repairs as outlined in its TPT Scope of Work and to demand that its contractor perform according to City of New York building/housing codes. We began written complaints of disrepair on 1st September 2004.

In August 2005 we were informed by City of New York Department of Housing Preservation and Development (HPD) that a rent increase based on the costs of renovation/mortgage would become effective. We informed HPD that the renovation was shoddy and incomplete and not deserving of a rent increase. We also informed public officials about our concerns regarding the misuse of public funds.

In April 2006, the Tenant Association engaged an engineer, Mr. John J. Flynn, P.E. to inspect the premises and prepare a survey. Some of the deficiencies highlighted in Mr. Flynn's survey: "Structural damage—"rambling cracks on the facades of the northeast and southeast corners of the building"; The necessity of reconnecting the detaching corners by means of structural shear connections and the reconstruction of several of the window soffits ...; Inadequate heating systems in three cellar apartments; Failure to remove all wiring and conduit not being used from the building walls; Failure to repair concrete stairs and install proper handrails; The roofing contractor's complete ignorance of the required roof and roof parapet work; Failure to place firestopping materials for opening in floors, walls between apartments and public spaces; Failure to properly install heating in the community room (the pipes are not in the wall, but rather run along the floor, creating a fire hazard); Demolition of the abandoned incinerator chimney; Inadequate installation of a boiler smaller than originally specified; Concern that should the Sponsor transfer ownership of the building to the Tenant Committee without first completing the items indicated above ... the obligation to correct the deficiencies will fall to the owner of record".

Also in April 2006, Precision Combustion Consultants, Inc. prepared a Preliminary Field Survey Report to confirm the proper installation of the new boiler system in accordance with the contract specification and to evaluate the boiler system's performance. This Report made several notable findings: "The current electrical wiring

works is in violation of the DOB code requirements; There was asbestos hanging/falling off accessible areas of the basement, which could lead to contamination throughout the building because of a “plunger effect” of the up and down movements of the elevators in the elevator shaft. A continuation of the current sump pump operations may over a period of time create structural problems in the building. The fuel oil storage tank had never been cleaned, before or after the boiler installation. The boiler is not surrounded with sufficient fireproofing materials, in violation of DOB code, leaving open a risk that a fire could cause structural damage to the columns and steel I-beams. The report concludes that the heating plant installation “is not installed in full accordance” with the Contract and “and applicable NYC and NY code requirements”

SHUHAB HDFC, the Owner, did not make necessary repairs and included a clause stating “Accept the apartment [building] in the condition it is in at the closing date”.

I and my wife remained as renters because we could not accept the eventual costs of repair to contractors’ shoddy work that would be required of cooperators. This Scope of Work was at a cost of \$5 million dollars. Little of this amount was spent in Apartment 31. The contractor did compromise our Renovation to make Apartment 31 habitable. It has been estimated that it will require at least \$15 million dollars to correct this disrepair to the Building and apartments therein.

In September 2006, we filed decreased services, lack of lease and rent overcharge forms with the DHCR. The DHCR only recognized the request for a lease and denied our repair and rent overcharge requests because “HPD had certified the renovation and issued rent increases” Also in September 2006, I hired Professional Home Inspection Corp., Consulting Engineers to inspect Apartment 31.

In July 2008, we appealed to the Supreme Court by an Article 78 Proceeding in our quest for repairs in Apartment 31 and the proper use of public funds pursuant to Article 15 of the New York State Private Housing Finance Law (SEE Verified Petition: **Index No. 109389/2008**) —No Certificate of Occupancy.

The Supreme Court only recognized our request for a lease and denied our repair and rent overcharge requests because “HPD had certified the renovation and issued rent increases.” We filed A Reply Affidavit to DHCR’s request for dismissal, an appeal to the Appellate Division, per Brief for Petitioners, Reply Brief for Petitioners, Motion for Reargument re “Ahmed”, or Alternatively, Leave to Appeal to the Court of Appeals. We filed our Motion to the Court of Appeals on 4th November. Our Motion for Leave to appeal to the Court of Appeals was denied.

In July 2009, my wife, M.E. Greene-Cohen was denied lease renewal of her 33 year residency in Apt. 14A located at 121 West 72nd Street: "schedule: only visits the building to pick up her mail, uses the apartment as storage, believed to be residing with Thomas Winston at 938 St. Nicholas Avenue".

In November 2009, Walber 72nd Street Associates/Walter & Samuels filed a Non-Primary Residence Holdover Proceeding against my wife's 33 year residency at 121 West 72nd Street (**Index No. 92576/2009.**) Their prima facie evidence was the Verified Petition, **Index No. 109389/2008.**

In April 2013, the court denied all my wife's Affirmative Defenses in the Non-Primary Residence Holdover Proceeding and issued a Warrant of Eviction. She filed an appeal.

In May 2013, Flabbergasted that my wife could be evicted from her premises based upon an appeal to a governmental agency, I began to write "To Whom It May Concern" Affordable Housing: Sponsor Enrichment!! Resident/Foreclosure/Poverty!! Re: The misuse of public funds (including the HOME program) by housing development fund corporations in the creation of affordable housing programs under the auspices of the New York State Private Housing Finance Law (PHFL) (SEE Thomas Winston ... To Whom It May Concern: Dated 5th May 2013, Updated 26th June 2015)

In November 2014, I filed an Article 78 proceeding regarding rent overcharges and requested that DHCR provide a forensic financial, structural, and architectural accounting of renovations in Apartment 31 and the Building. (SEE Verified Petition **Index No. 101294/2014**) The proceeding was dismissed May 1, 2015.

An appeal to a governmental agency is protected from retaliation pursuant to Real Property Law §223b.

In March 2016, to understand the various respiratory and health problems we are experiencing, I hired Microecologies, Inc. to perform an environmental inspection.

Since Fall of 2004, The Residents of 936-938 St, Nicholas Avenue have suffered the perpetuation of a fraudulent refurbishing/renovation that has resulted in a "sick" building that needs to be made whole. Renovation was not performed per the Scope of Work. Inferior [poisonous] building material was used. The shoddy work has resulted in creating environmental and structural conditions that effect residents' health, morbidity and mortality. The building is mold infested, seen and unseen. Respiratory, cardiovascular, pulmonary illness and broken hearts abound.

For example, in this fifty-one (51) unit building, ten (10) residents have died from initial symptoms that include respiratory distresses and memory loss. The contractor was given a deposit of \$3,912,000.00 without scope of work compliance.

Residents have recently learned that the building's lack of a Certificate for Occupancy is a violation of the City of New York Multiple Dwellings Law §301. How/Why was a mortgage granted without a Certificate of Occupancy?

The **Job No. 103324653** which was/is the permit for the 2002-2004 construction work in 938 St. Nicholas Avenue, Block 2107, Lot 20 is still **Open at the City of New York Department of Buildings (DOB)**. The Work remains Incomplete. The Contractor willfully misfiled the Job so that it did not reflect the true cost of the Scope of Work and compliance with the Multiple Dwellings Law. There was No Certificate of Occupancy in 2006. There is NO Certificate of Occupancy NOW. How/Why was a mortgage granted without a Certificate of Occupancy? An ALT 1 should have been filed with the DOB. The mortgage amounts of approximately \$6 million dollars require an ALT 1 filing and a Certificate of Occupancy.

Please note the document file for the foreclosure action that commenced in 2013 under the auspices of Judge Joan Madden and dismissed dated July 31, 2018: "Ordered that plaintiff's foreclosure action is dismissed in its entirety without prejudice; and it is further Ordered that the temporary receivership of Daniel R. Milstein is terminated and Mr. Milstein shall be fully discharged as Receiver upon court approval of his final accounting":

**850011 – 2013--**

<https://iapps.courts.state.ny.us/nyscef/DocumentList?docketId=P7AHkVkJAJoalJnTcmWwrEA=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1>

Unfortunately, the mortgage note was transferred to a new lender for the third time during the dismissed foreclosure action. The new lender served the building and shareholders with a new foreclosure action on Wednesday, 5th September, It is assigned **Index No. 850233-2018--** New York County Supreme Court

Short Caption: 938 ST. NICHOLAS AVENUE LENDER LLC, - v. - 936-938  
CLIFFCREST HOUSING DEVELOPMENT FUND CORPORATION et al

Case Type: Real Property - Mortgage Foreclosure - Commercial

Case Status: Pre-RJI;

<https://iapps.courts.state.ny.us/nyscef/DocumentList?docketId=YjmbXxmT0PYGZOFID8uTig=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1>.

The Managing Member of 938 ST. NICHOLAS AVENUE LENDER LLC, Mr. David Aviram, is also the Principal and Director of Acquisitions for Maverick Real Estate Partners ([www.maverickrep.com](http://www.maverickrep.com)), “a private equity fund manager that acquires loans, mechanic’s liens and judgments secured by real estate”

We ask that you take direct action to help end the rampant abuse of the American legal system and the unjust application of the law, whether de jure or de facto in the City and State of New York. People are evicted, harassed and abused by those who use resources to manipulate the Courts. The Courts have failed in supervising themselves and the attorneys who capitalize on these unfortunate circumstances. Whether it is the lawyer that uses the legal system to throw families out of their homes or the judge that endorses them, things cannot continue like this. I ask that you take direct action to order an outside independent agency to investigate how tax payer dollars are being coopted.

The affordable housing programs in the City of New York are corrupted by the fraudulent use of federal HOME funds and other public monies in “economically targeted investments.”

Particularly egregious in facilitating the fraudulent use of public monies is the Tenant Interim Lease Program (TIL), the Third Party Transfer (TPT) Program and the Affordable Neighborhood Cooperative Program (ANCP) created and administered by the Department of Housing Preservation and Development (HPD) and its Participation Loan Program, under the auspices of Article 11 and Article 15 of the New York State Private Housing Finance Law.

HPD arranges sponsor/developer access to public monies ostensibly to provide affordable housing to residents. In fact, sponsors and developers are enriched and residents are left with damaged property and unmanageable debt. The predatory lending scheme threatens the retirements of workers vested in City of New York pension funds that are guaranteeing these programs i.e. “economically targeted investments”.

Furthermore, residents are subjected to “breaches of law” that include deprivation of rights under the 5th Amendment to the U.S. Constitution, mortgage fraud, inverse

condemnation, regulatory taking (ultra vires, unjust enrichment) and violations of Truth in Lending Laws.

For example, in the City of New York, 644 Riverside Drive is saddled with a \$46 million dollar mortgage, 540-550 West 144th Street saddled with a \$14 million mortgage, 50 West 112th Street, 86 West 119th Street, 477 West 142nd Street and other buildings are at risk and at the mercy of predatory lenders.

Respectfully submitted.

Thomas Winston

938 St. Nicholas Avenue, Apt.31

New York, NY 10032

Tel: 917.507.1965 Cell: 917.846.8163

**936-938 St. Nicholas Avenue, Suite 31**  
**Complaint Listing**  
**1 September 2004**

Very little work was required in Apartment 31.

- Plumbing and electrical was required/necessary.
- The track lighting in the entry hallway and in the maid's room was to be reinstalled after the ceilings were dropped. Other electrical outlets in the maid's room were to be retained.
- The intercom in the first bedroom, in the entry hallway and in the dining room was to be reinstalled and connected to the new apparatus.
- The wood panel behind the radiator in the living room needed to be replaced.
- The floor near the dining room entry way was to be repaired/reinforced and the floor (one-two strips) along the left baseboard along the long entry hallway needed to be replaced.

Apartment 31 had been renovated three years ago to make it habitable so that we could occupy the apartment. All of these repairs/improvements (kitchen sink and cabinets, semi-gloss eggshell colored paint throughout, etc.) were done at our expense. Notable among these was removal of all paint from woodwork and doors and door frames and window frames throughout the apartment. The wood had a honey hued color and linseed oil had been applied to all wood surfaces.

Listed below are our complaints regarding Apartment 31:

**Primary among these are the application of shoddy red stains to the woodwork in the apartment. These red stains must be removed. Only linseed oil should be applied to wood, NOT polyurethane. (Note second bedroom comment.) There are now holes where electrical outlets were previously. These holes must be closed and finished.**

Doorway/Entry hallway

1. Front door is improperly aligned.
2. Nasty/shoddy red stains along the baseboards in the entry hallway. Why?
3. Intercom does not work. No instructions for its use.
4. No cut-off switch on relay box.

First Bedroom

1. No handle/knob on the radiator.
2. **Red stain was applied to the woodwork in this room. Why? The woodwork did not need to be touched.**
3. **The front part of the entry door was not touched. Red stain was applied to the back of this entry door. Why?**
4. **Red stain was shoddily applied to the window frames and the baseboards. Why?**
5. **The connecting closet door to the second bedroom is covered with a ruinous red stain. Why?**
6. **The mirrored closet door and the saddle of the closet doors reflect the honey hued color of the wood in this room. There are two holes in floor of closet where pipes were removed.**
7. **Why was a red stain applied to this woodwork?**

Second Bedroom

1. Polyurethane was applied to the connecting closet door to the first bedroom. Why?

2. The hole in the bottom connecting closet was not covered over. The door frame was not reinforced. Why?
3. Red stain was shoddily applied to the woodwork, baseboards and window frames. Why?
4. The paint on the moldings in this bedroom was nastily caked/applied.
5. Holes in the bottom of the closet along the right baseboard were not fixed.

#### Bathroom

1. Hole in top left wall at rear of bathroom door.
2. No electrical outlet (s) in bathroom.
3. Shower fixture and faucets unstable/loose.
4. Riser pipe has been covered with insulation containing fiberglass.

#### Maid's Room

1. Nasty red stain on woodwork. Woodwork around window frame not replaced.
2. Holes in bottom of right side of entry door frame. Woodwork not properly applied (note holes in upper left side of rear of entry door)
3. Glass in transom broken and removed. Glass needs to be replaced.
4. Holes in bottom of closet at baseboard. Woodwork above closet doorway not appropriate substitute for what was destroyed.
5. There is a hole in the ceiling at the left near the bathroom entrance. The molding should be removed and the hole covered and this area finished.
6. The tile on the side of the wall by the mirror is not flush against the wall. Either the tile should be reinstalled or this gap/opening should be correctly finished. It's garish because you can see the gap and the shoddy paint job residue on the door frame in the mirror. This paint should be removed from the door frame.

#### Maid's Room Bathroom

1. No electrical outlet (s) in bathroom.
2. Saddle across doorway improperly installed.
3. Shelves were to be reinstalled instead of the medicine cabinet. Please remove medicine cabinet and put shelves.

#### Kitchen

1. 220 electrical outlet not installed.
2. Swollen paint pockets.

#### Dining Room

1. Floor near entryway not repaired as agreed.
2. Nasty piece of wood installed near entry way where there was nothing before. (this piece of wood is blond colored) Why?
3. Nasty red stain applied along window frames. Why?
4. Nasty red stain applied along baseboard on wall near living room. Why?
5. Swollen paint pockets.

#### Living Room

Fortunately the living room escaped the red stain fanatic. This room maintains its glorious honey hued color.

1. Panel behind radiator not replaced as promised/agreed.
2. New hole in wood work behind the café door needs to be repaired.

Thomas Winston

938 St. Nicholas Avenue, Apartment 31 New York, New York 10032  
917.507.1965; thomaswinstont@att.net or me@greene-cohenandwinston.com

To Whom It May Concern:

**Affordable Housing: Sponsor Enrichment!! Resident /Foreclosure/Poverty!!  
Re: The misuse of public funds (including the HOME program) by housing  
development fund corporations in the creation of affordable housing programs  
under the auspices of the New York State Private Housing Finance Law (PHFL.)**

### **Background Narrative**

In May 2000, I and my wife M.E. Greene-Cohen, entered into an Agreement/Contract with the then 7A Administrator of 938 St. Nicholas Avenue, to lease and occupy Apartment 31 which had been vacant for over 10 years. The 7A administrator did not have the funds to renovate and prepare the apartment for rental. The agreement between the parties entailed rent credits against the stated monthly lease while the respondent conducted and paid for the renovation. Significant was the renovation of the kitchen. We entered into this agreement because it was an affordable investment that would allow us to consolidate our two households into one and cease to live separately. Furthermore, the building was slated to become a cooperative and we thought that our money, time and sweat equity investment would be rewarded over time.

We did live happily in Apartment 31 until May 2004 when we were forced by a Relocation Agreement to vacate the premises for renovation/refurbishing by SHUHAB HDFC for a period of two to three months. Unfortunately, we were out of Apartment 31 for a total of thirteen (13) months. This excess time was due to SHUHAB HDFC's non compliance with its own Relocation Agreement to hold its contractor responsible for shoddy and incomplete repairs as outlined in its TPT Scope of Work and to demand that its contractor perform according to New York City building/housing codes. **We began written complaints of disrepair on 1st September 2004.**

As a result of the SHUHAB HDFC, the Owner, not making necessary repairs and including a clause stating "Accept the apartment [building] in the condition it is in at the closing date" we lost our investment and remain as renters because we cannot accept the eventual costs of repair to its contractors' shoddy work which will be required of cooperators. This Scope of Work was at a cost of \$5 million dollars. It has been estimated that at the most, \$1.5 million dollars was spent in 936-938 St. Nicholas Avenue. In September 2006, we filed decreased services, lack of lease and rent overcharge forms with the Department of Housing and Community Renewal (DHCR). The DHCR only recognized our request for a lease and denied our repair and rent overcharge requests because HPD had certified the renovation and issued rent increases. We first filed a Petition for Administrative Review (PAR), then a Verified Petition against the DHCR, (When we filed the Article 78 (**Index No.109389/2008**), we filed a copy at the Office of the Attorney General) A Reply Affidavit to DHCR's request for dismissal, an appeal to the Appellate Division, per Brief for Petitioners, Reply Brief for Petitioners, Motion for Reargument or Alternatively, Leave to Appeal to the Court of Appeals. We filed our

Motion to the Court of Appeals on 4th November. Our Motion for Leave to appeal to the Court of Appeals was denied.

In July 2009, rather than receiving her usual lease renewal as a 33 year resident and non-purchasing tenant of a non-eviction plan cooperative conversion, my wife, M.E. Greene-Cohen received a notice of eviction and repossession of the premises Suite 14A located in 121 West 72<sup>nd</sup> Street for violation of non-primary residence, alleging that she was seldom on the premises, that she used the apartment as storage and that she was residing with me, Thomas Winston, at 938 St. Nicholas Avenue. **Index No. 92576/2009.**

M.E. Greene-Cohen and I have maintained separate residences since our 1994 marriage and visited/lived in her apartment and my apartment. Indicia establishes that Suite 14A in 121 West 72<sup>nd</sup> Street is her primary residence. I have had major health problems and Suite 14A has been in need of repair, a condition inappropriate to my well-being. She continues to fight the Walber 72<sup>nd</sup> Street Associates lawsuit against her. She argued her Appeal in the September 2014 Appellate Term and appealed to the Appellate Division to no avail. She was evicted from her 38 year lease on June 26, 2015

We believe that Walber 72<sup>nd</sup> Street Associates and Walter & Samuels is in alliance with the landlord/sponsor (SHUHAB HDFC/Settlement Housing Fund/UHAB) of the 936-938 St. Nicholas Avenue to punish us for complaining about the corruption and misuse of public funds at 938 St. Nicholas Avenue and to assume possession should the HDFC fail as described in UHAB correspondence dated July 25, 2012. Partners and associates of Walber 72<sup>nd</sup> Street Associates and Walter & Samuels serve or have served on the Board of Directors of Settlement Housing Fund and/or UHAB. The leveling of a frivolous and debilitating lawsuit against my wife, thereby sentencing her to a term of three (3) years of "Solitary Confinement in Disrepair Jail" and as of 26<sup>th</sup> April 2013 a warrant of eviction for her from Suite 14A in 121 West 72<sup>nd</sup> Street is reprehensible. The reason cited for the judge's decision was that my wife had established my apartment as her primary residence because we filed the Article 78 proceeding for rectification of the misuse of public funds in the renovation/refurbishing of Apartment 31 located in 938 St. Nicholas Avenue. As of today I filed a Verified Petition (**Index No.101294-2014**) in an Article 78 proceeding against the DHCR regarding unresolved overcharges in my apartment 31 located in 938 St. Nicholas Avenue.

We very much appreciate your assistance as we seek investigation and determination of responsibility for the sentencing of us and the residents of 938 St. Nicholas Avenue to "Disrepair Jail" for more than fourteen (14) years in the lack of any kind of rectification of the misuse of public funds. Further we would appreciate your assistance in a determination of the complicity of Walber 72<sup>nd</sup> Street Associates/Walter & Samuels, Inc. in the rectification of the misuse of public funds. The only outcome of our efforts to facilitate rectification at 938 St. Nicholas Avenue has been the Walber 72<sup>nd</sup> Street Associates litigation against my wife.

Dated: 5<sup>th</sup> May 2013; Updated 3<sup>rd</sup> August 2014; Updated 4<sup>th</sup> November 2014; 26<sup>th</sup> June 2015

26<sup>th</sup> April 2018

**Thomas Winston**  
**938 St. Nicholas Avenue, Apartment 31**  
**New York, New York 10032**  
**917.507.1965; thomaswinstont@att.net or me@greene-cohenandwinston.com**

**Request for Legislation –Non-Primary Residence Litigation**  
**Title: Greene-Cohen & Winston Act**

No Non-Primary Residence Holdover Proceedings can proceed unless it is guaranteed that there is no illness or sickness among the residents or relatives in the household.

If the landlord suspects that there is a question of non-primary residence it is the landlord's burden to ascertain that there is no illness or sickness among the residents or relatives in the household.

If the tenants documents that there is illness or sickness among the residents or relatives in the household, the holdover non-primary residence proceeding cannot proceed and must be dismissed.

22nd July 2019

Dear City of New York Council Members of the Committee on Housing and Buildings and the Committee on Oversight and Investigations:

**RE: Affordable Housing Predatory Lending Schemes  
in the City and State of New York**

We write to ask that you take direct action to help end the rampant abuse of the American legal system and the unjust application of the law, whether de jure or de facto in the City and State of New York. People are evicted, harassed and abused by those who use resources to manipulate the Courts. The Courts have failed in supervising themselves and the attorneys who capitalize on these unfortunate circumstances. Whether it is the lawyer that uses the legal system to throw families out of their homes or the judge that endorses them, things cannot continue like this. **I ask that you take direct action to order an outside independent agency to investigate how tax payer dollars are being coopted.**

The affordable housing programs in the City of New York are corrupted by the fraudulent use of federal HOME funds and other public monies in “economically targeted investments.”

**Particularly egregious in facilitating the fraudulent use of public monies is the Tenant Interim Lease Program (TIL), the Third Party Transfer (TPT) Program and the Affordable Neighborhood Cooperative Program (ANCP) created and administered by the Department of Housing Preservation and Development (HPD) and its Participation Loan Program, under the auspices of Article 11 and Article 15 of the New York State Private Housing Finance Law.**

HPD arranges sponsor/developer access to public monies ostensibly to provide affordable housing to residents. In fact, sponsors and developers are enriched and residents are left with damaged property and unmanageable debt. The predatory lending scheme threatens the retirements of workers vested in City of New York pension funds that are guaranteeing these programs i.e. “economically targeted investments”.

Furthermore, residents are subjected to “breaches of law” **that include deprivation of rights under the 5<sup>th</sup> Amendment to the U.S. Constitution**, mortgage fraud, inverse condemnation, regulatory taking (ultra vires, unjust enrichment) and violations of Truth in Lending Laws.

wrEA=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1

**Unfortunately, the mortgage note was transferred to a new lender for the third time during the dismissed foreclosure action.** The new lender served the building and shareholders with a new foreclosure action on Wednesday, 5th September. It is assigned **Index No. 850233-2018**-- New York County Supreme Court

Short Caption: 938 ST. NICHOLAS AVENUE LENDER LLC, - v. - 936-938  
CLIFFCREST HOUSING DEVELOPMENT FUND CORPORATION et al

Case Type: Real Property - Mortgage Foreclosure - Commercial

Case Status: Pre-RJI;

<https://iapps.courts.state.ny.us/nyscef/DocumentList?docketId=YjmbXxmT0PYGZOFID8uTig=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1>.

The Managing Member of 938 ST. NICHOLAS AVENUE LENDER LLC, Mr. David Aviram, is also the Principal and Director of Acquisitions for Maverick Real Estate Partners ([www.maverickrep.com](http://www.maverickrep.com)), "a private equity fund manager that acquires loans, mechanic's liens and judgments secured by real estate"

Thank you for reading this letter. You must employ every resource you can muster to assist our efforts to end judicial malfeasance and malpractice.

We look forward to hearing from you very soon. We will also follow up with you.

Sincerely,

Harlem Housing Advocacy Group, Inc. P.O. Box 2741, New York, NY 10027, Cell: 917.846.8163 Email: [hello@hhaginc.org](mailto:hello@hhaginc.org)

Mr. Carlton Burroughs, 938 St. Nicholas Avenue, Apt. 24, New York, NY 10032

Mr. James Peebles, 1 West 126<sup>th</sup> Street, Apt. 4H, New York, NY 10027

Mr. Thomas Winston, 938 St. Nicholas Avenue, Apt. 31, New York, NY 10032

Ms. M.E. Greene-Cohen, 119 West 72<sup>nd</sup> Street, #172, New York, NY 10023

New York City Council Committee on Oversight & Investigations with The Joint Committee on Housing & Buildings:



Response by

Dr. Raphael K. Works, PhD, DBA, MBA  
Chairman, CEO & Founder  
Veterans Development Initiatives, Inc.

## ANCP Pre-Engagement Meeting Agenda

**Project Name: 522 W 158 Street Cluster**

**Date & Time: June 27, 2019**

**Building: 522 W 144<sup>th</sup> Street**

---

### 1. Introductions

- a. HPD – TaDeo Asojano, Program Building Out and Communications Coordinator; Cicely Cruz, Project Manager; Ramona Fraser, TIL Building Coordinator; Erik Strand, ANCP Intern

### 2. Partner Roles

- a. HPD - current owner, provides City Capital subsidy to property, and retains a permanent mortgage
- b. Restoring Communities HDFC (RC) - owner during construction, oversees Sponsor's performance, applies for state grant (Affordable Housing Corporation grant funds)
- c. Developer/Sponsor - obtains financing, handles day to day building operations, manages relocation, oversees construction and co-op conversion, required to be Property Manager for 1 year after co-op conversion, never owners of the property

### 3. Project Phases and Timeline (3 years - 3 1/2 years)

- a. Pre-development (About 12 – 18 months)
  - i. Kick-off Meeting to introduce tenants to ANCP team, developer, and RC
  - ii. Development team walks through building to access scope of work
  - iii. Budget is put together based on scope of work and financing sources are determined
  - iv. Tenants sign off on unit layout plans and select unit finishes
  - v. Multiple levels of reviews and obtaining approvals from HPD, DOB & City Council/ NYC Mayor
  - vi. Building is vacated/ tenants are temporary relocated and still pay TIL rent
  - vii. Building ownership is transferred to RC HDFC; Sponsor manages tenants/property (Building is no longer in City ownership and TIL is no longer property managing)
- b. Construction (About 18 months)
  - i. Construction is monitored by Bank, HPD, & DOB
  - ii. Tenants attend 8 mandatory cooperative homeownership training courses
  - iii. Developer engages attorney to draft Co-op offering plan for NYS Attorney General approval
  - iv. After construction completion, tenants return to building as renters and still pay TIL rent
  - v. Tenants receive notification of new restructured rents, offered Section 8 applications (if available)
- c. Marketing & Coop Conversion (About 6 months)
  - i. NYS Attorney General (AG) approves Offering Plan
  - ii. Tenants sign subscription agreements and pays price of \$2,500
  - iii. Marketing begins for vacant units through a public lottery
  - iv. Building ownership is transferred from RC to newly-formed Housing Development Fund Corporation (HDFC) created by tenant-shareholders for co-op conversion

### 4. Tenant Responsibilities For Co-op Conversion

- a. Tenant Training – 80% of existing tenants MUST attend 8 cooperative homeownership courses
- b. Rent Payments – 80% of existing tenants MUST be current with rent payments
- c. Cooperative Shares Purchase – 80% of existing tenants MUST purchase shares at \$2,500





contact:  
 beverly 9177-676-5597  
 brenda 917-566-4272  
 louise 929-233-0625

**I) Who we are:**

The Brooklyn HDFC Coalition was formed in 1/2016, after learning of HPD's proposed Regulatory Agreement and its content. After reviewing this Agreement it became clear that we needed to talk to other HDFCs in the City and begin to make those in Brooklyn aware of this proposed HPD RA. We also agreed that it was critical for us to organize and speak in our own voices, express our own opinions and fight back against the RA's punitive and paternalist tone. Our Coalition is committed to the purpose and need of affordable housing for low income Residents in NYC and we equally value the right and significance of low income people being able to be self determined, self manage and engage in decision making where they live.

**II) Major Concerns with Regulatory Agreement:**

- a) HDFCs provide cooperative ownership for low income people at reasonable sales prices and low monthly maintenance. The HPD RA would force all HDFC's to hire a management firm and monitor selected by HPD but their fees would be paid by the HDFC shareholders.
- b) Boards and shareholders would be stripped of all fiduciary and other key decision making, therefore eliminating our right to self determination regarding our own homes.
- c) HPD's plan to proposal to the NYC Council the immediate ending of the DAMP tax benefits to all those HDFC's that believe the proposed Regulatory Agreement is at best a one-sided, punitive and a paternalistic Agreement. Instead of assisting those who live in and self manage their co-ops, eliminating the DAMP benefit as punishment for not signing HPD's agreement would lead to the following:
  - Forcing the co-op's to raise the monthly maintenance fees beyond most shareholders ability to pay.
  - Cause a landslide of HDFCs defaulting on their taxes.
  - HDFC's incurring more legal fees due to initiating non-payment Landlord/Tenant Court cases.
  - Increase in NYC's HRA budget due to having to provide more HRA one-shot deal benefits to co-op shareholders. who can not pay their arrears.

**III. Land Grab through Unjust Foreclosures:**

- a) After decades of neglect HPD, Mayor De Blasio and most City Council Members Sold out Black, Brown & senior shareholders who currently live in low income co-ops, (aka as HDFCs.) These former shareholders are being stripped of ownership self determination. They will once again become tenants.
- b) On the other hand wealthy developers will be receive Resources from the tax payers such as: 0%, 0.25% to 7% loans for rehabilitation; J51 tax credits and All outstanding water and real estate taxes will be forgiven.

### III) Recommendations:

a) The drafted regulatory agreement should be put on HOLD until there is a democratically created city-wide body consisting solely of HDFC shareholders and their Board of directors who are willing to participate in independent discussions among themselves; as well as joint discussions with lawmakers and HPD decision making staff.

This Body would be charged with discussing the concerns, needs and contributions of HDFC shareholders; with the aim of developing a long term holistic and supportive plan for HDFC's. The aim of this body would be ensure the on-going existence of HDFC as a valid and needed housing choice for future generations of low income NYC Residents.

2) Maintain the continuation of the DAMP tax benefit to all HDFC's and other tax benefits such as the J51 and water taxes. Immediately address the recent NYC Independent Budget Office's recent report, "An Efficient Use of Public Funds? A closer Look at the market Effects of the 421-a Tax Break for condos." This report exposes the inequitable practice of tax breaks for luxury/high end condo vs HDFC co-ops

3) Make more grants available to HDFC's to assist with maintaining the infra structures, weatherization and critical upgrades of systems.

4) Investigate and end the on-going "redlining" and other forms of discriminatory practices among banks that make it difficult if not impossible for prospective low income and long term residents of NYC from obtaining affordable mortgages to purchase a share/apartment in an HDFC. Too many applicants of color are refused even a pre-approval or actual mortgage or are offered a mortgage with "usury" interest rates.

5) Call for a moratorium on foreclosures and Third party Transfer Program

Brooklyn HDFC Coalition Monthly Meetings
First Wednesday of Every Month
116 Cambridge Place
Community Room Lower Level
Brooklyn, NY 11238

Brooklyn HDFC Coalition Testimony  
July 22, 2019  
New York City Hall City Council Chambers  
Joint hearing with  
Housing and Buildings  
Committee on Oversight and Investigations  
"Taking Stock of Third Party Transfer Program"

The Brooklyn HDFC Coalition Representatives thanks the Committee on Oversight and Investigations and the Council Committee Members: Ritchie J. Torres and Committee Chair, Carlina Rivera, Keith Powers, Ben Kallos, Diana Ayala, Rafael Salamanca Jr., Rory I. Lancman, Kalman Yeger. Mark Treyger for calling this hearing to address impact of the City's Foreclosures and the Third Party Transfer process.

It is our hope that the Brooklyn Coalition as well as all the other self organized HDFC Coalitions, Assemblies, Associations and individuals will impress upon you the grievous acts of city agencies and judges, resulting in the stripping away of collective ownership from several families and leaving them in chaos.

The hasty and callous acts, particularly on the part of HPD and DOF resulted in eliminating ownership, equity and peace of mind of Cooperative home ownership who were holders of 99 year Propriety Leases. Now many are still waiting for a one year lease.

After decades of the City's neglect, the coop boards and shareholders found themselves in a bureaucratic whirl wind of actions resulting in foreclosure of HDFC's in Brooklyn, Manhattan, Bronx and Queens. The city wide foreclosure list contained 82 coops, 18 were in Brooklyn. Prior to this list there were 354 HDFCs and 5264 apartments units in Brooklyn Council Districts 33-45. To our knowledge 4-5 HDFCs were able to pay their tax arrears, or a very few council members removed a coop in their district from the list.

Subsequently, shareholders became tenants; they lost their equity and were swept into The Third Party Transfer Program. Most of these HDFCs reported that they did not receive foreclosure notices and received no assistance from their elected officials.

There were those HDFCs that attempted to request a waiver by submitting an Article XI waiver package. Amongst those who followed this route and they received help from coalitions, few were accepted, some were found on a retired HPD staffer's desk and too many of these packets were denied.

HDFCs are often led by persons who spent from 25 to over 30 years of their lives maintaining their coops, often using their own monies to pay for repairs. Or they are led by newer leadership attempting to restore their coop to financial health making needed repairs. The buildings they live in are close to or over 100 years old.

Due to death or illness fewer original shareholders are left. Those left behind are without sufficient resources that would enable them to handle the burdens of increasing expenses including utilities, taxes, and emergency repairs.

These HDFCs and their surrounding communities were once considered "undesirable" and "dangerous" but now considered the destination point for those whose incomes far exceed the residents in HDFCs that are poor, working poor or medium income residents of color.

Although some HDFCs are able to sell vacant apartments others loose too many qualified potential buyers, because of the redlining tactics used by the lenders, including being told by lenders that they will not approve a mortgage loan to purchase an HDFC apartment because "... HDFC's "are bad investments..."

This type of lender's response became more prevalent during this last foreclosure

list.

### **How to change this picture?**

- Create an environment that supports HDFCs so they will thrive as an important part of NYC's housing landscape.
- Call for a Moratorium of all foreclosures to allow assessments of current property on the foreclosure list and Third Party Transfers (TPT) including the needs of those HDFC's to determine what assistance should be provided to restore them back to HDFCs.
- Establish a City Wide HDFC COOP Task Force: Consisting of shareholders/board members. Purpose to: Review the roles of NYC Department of Housing Preservation & Development (HPD), NYC Department of Finance(DOF), NYC Department of Environmental Protection(DEP) and Court Systems.
- Identify issues and problems that need to be addressed to maintain the health of HDFCs
- Eliminated the application of TPT to HDFC's
  
- Establish HDFC CLINICs: As a one stop clinics to provide training/problem solving, obtaining resources, including currently provided to developers such as: 0- low interest fee loans, 8A loans, J51 tax exemptions
  
- To add HDFCs as an 18<sup>th</sup> entity that should be exempt from water and sewer taxes.
- Commence an investigation and take appropriate legal action against those organizations and individuals who engage in deed and shareholders certificates theft, as well frightening shareholders to vacate and sell their buildings.

On behalf of the Brooklyn HDFC Coalition Co-Chairs:

Brenda Stokely,  
Louise Clarke  
Beverly Curry

Appendix

Gomez & Kelly Timelines

463 Classon Harassment report

List of NYC Foreclosure List

List of Qualified Sponsors

### **Timeline Provided By Eddie Gomez**

The following is a timeline of the foreclose process we faced for our building.

In **October 2018** we received notice of our building being in riem foreclosure. There had been a lack of notice of the foreclosure before for unknown reasons, be it the notice were not received or delivered to wrong address. Upon being aware of the foreclosure, myself and Ms. Celene Beltran went to meet with Mr. Matthew and Mr. Morse of HPD who advised us of the Article XI package and that we should go to UHAB in assistance in securing a loan to pay the tax and water bills.

We met with Fernando Alarcon of Uhab who was aware of our situation and stated that he could help secure the loan once uhab recieved a \$2,000.00 down payment for their services and that they would also be paid a small percentage of the loan as well. He said he would contact us as soon as he recieved payment.

In **November 1st, 2018** several of our shareholders, Francelis Colon apt C2, Lila Morales apt A4, Manuela Gonzalez apt D3, Lanny Bailon apt C4 and others went to Department of finance and Department of environmental protection to acquire information on possible payment plans to stop the foreclosure. They were informed that large amounts of money were needed as a downpayment had the only under the permission of HPD were they allowed to do so.

On **November 3 2018** we held a shareholders meeting to discuss what can be done, all agreed that any steps that were need would be met, including rent increase and payment plans, also a loan would be an option all were open to.

On **November 27 2018** a shareholders meeting with Osbert Tejada from Neighborhood housing services was present to advise us of some of the process that an Article XI would involve. He also advised that a loan would be helpful.

In **December** a shareholders meeting was held to decide on whether to proceed with the loan process, all agreed to do so. Fernando Alarcon was contacted and he sent the agreement papers on **January 4, 2018**

In **February** payment was sent to Uhab, which they cashed in on March.

In **April** requested documents by Uhab were sent. During this time we met with Ms. Brenda Stokely and Ms. Beverly of the Brooklyn HDFC Coalition who advised us of the Article XI process and offered help in stopping the foreclosure, they introduced us to Mr. Victor Morisete who help to prepare the package. They also advised us to reach out to our counsilman Mr. Robert Cornegy. An email was sent to Councilman Cornegy's office on **May 10, 2018**.

On **May 18, 2018** with members of the Brooklyn HDFC Coalition, Victor Morisete, and Glory Ann Kerstein present board member elections were held, as well as voting to increase monthly maintenance. A process that was needed as part of the Article XI package. Fernando Alarcon of Uhab was invited to attend to inform us of any progress made by his department, but never attended and never gave any progress report either.

On **July 12** Mr. Morisette had the Article XI package, which was hand delivered to Malcolm Morse at Hpd. A copy was also given to Councilman Cornegy's office.

From **July 19 to 31** I exchanged emails with Hilary Glaus from Uhab in regards to the services they never rendered. (Copies attached)

On **August 9, 2018** a payment agreement was made with DEP. Mr. Shawn Francis from Councilman Cornegy's office emailed me in response to my initial email for help in May.

On **August 24, 2018** we were finally able to receive insurance coverage for the building

I hope this illustrates our commitment to keeping our building, it is a long time consuming endeavor that we made because we want to maintain our homes.

Thank you

---

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL or PRIVILEGED material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

---

gloryny@aol.com <gloryny@aol.com>

Fri, Aug 31, 2018 at 3:07 PM

To: eddiefg898@aol.com, stokelybrenda1@gmail.com, vmorisete@atax.com, celenediana53@gmail.com, cunalatabrandon@yahoo.com

!!!Caramba!!! Fingers & toes crossed, Eddie!

[Quoted text hidden]

111 Linden Street HDFC

We learned of the possible foreclosure Sept/October 2015  
We contacted Mark Matthews at HPD

I explained that situation to him and asked how we could possibly stop it. He explained that we could do one of two things. Either get a loan for the out standing taxes and water or we could sell some of the vacancies that we have. I asked him if he recommended one lender over another. He directed us to Lower East Side Peoples Federal Credit Union and also to UHAB.

We set up an initial meeting with UHAB and LESPFCU. We were given a contacts at UHAB from LESPFCU Fernando Alarcon and Samantha Kattan. They would gather all of our information for LESPFCU and put together a proposal for a loan. (I have the proposal in e-mail).

They wanted to raise our maintenance from \$450 to \$1370.00 the first time we met with them and after we explained that we couldn't possibly do that they redid the proposal with the maintenance going down to \$1100.00 a month. We all agreed we needed to increase it but not to that amount.

We had our lawyers meet with us at UHAB to go over all of our questions and concerns.

Because of the amount of the loan and proposal we began a round of evictions of tenants and shareholders who have not been paying rent/maintenance with the idea of renovating the newly vacant apartments and renting them at a fair price with hopes of even some of the new tenants possibly becoming shareholders and selling them. We evicted six apartments.

After realizing that an increase like that just wasn't possible we then reached out to Mark Matthews again to look for another alternative. He advised me that our CM would be able to remove us from the foreclosure list and that we should contact them. We thought that would be easier because our building was now putting itself in a position to possibly sell apartments and pay our water and taxes or at least now be able to pay down enough so that we can afford to enter into a payment agreement for taxes and water that we could afford. This is when the regulatory agreement became available. We attended meetings about the agreement. We reached out to CM Antonio Reynoso's office. We were able to meet with the CM community organizer Boris Santos. He immediately wanted to know if we were going to sign the agreement. We explained what our situation was and that we were in a position to be able to sustain ourselves because of all of the progress we have made in the building. We asked him if he could recommend a lender in our community that could help and he said he would look into it. He never did.

Boris Santos has been to our building and has seen the renovations and improvements that we have made and claimed that he was going to help us keep our building.

We have met with and testified at City Council meetings. We have worked with accountants and prepared our Article XI.

We delivered that packet on time.

We have never heard from HPD. They claim that they came to our building and put flyers for assistance programs and information about what was going on with the building. They did not.

HPD did not send any correspondence about our Article XI packet. Nothing.

We were not informed by our CM or HPD that there was a time frame in which we could have been removed from the foreclosure list. It was a four month window that we didn't know about.

To: Whom It May Concern;

Re: 463 Classon Avenue HDFC, Brooklyn, NY Complaint: Harassment of elder shareholders, financial & real estate fraud

From: 463 Classon Avenue Shareholders and Legal Residents

Date: 4/14/2018

**Brief History of 463 Classon HDFC**

463 Classon Avenue, Brooklyn, NY 11238 is a 10 unit HDFC. We became an HDFC in 1992. There are two original buyers and shareholders: Willie Richardson & Roslyn Banks

Ms. Rolean Ginyard an original shareholder served as the president of 463 Classon Ave HDFC until her death in 2009.

Mr. Charles Smith, then assumed responsibility of the co-op on or about 2009. He in this capacity continued 2012 when began residing in a nursing home.

After Mr. Smith moved out of the co-op, the remaining shareholders and tenants were advised by Karim Abdula Bagi, ( son of Ms. Ginard) that he was taking responsibility of the co -op.

Mr. Bagi began collecting maintenance and rent and gained access to all of the coops mail and documents. These documents including, but not limited to, copies of share certificates, co-op correspondence and financial records.

He is not a shareholder, a legal tenant and 463 Classon is not his primary residency at 463 Classon. At no time was a shareholders' meeting held to discuss and vote to hire Mr. Bagi as a manager.

**Harrassment and illegal attempt to vacate and sell 463 Classon**

We are submitting a complaint of harassment and usage of fraudulent methods to obtain and claim ownership of 463 Classon Avenue HDFC. They obtained the Co-op's documents with the remaining shareholders knowledge or authority.

The following organizations and their representatives listed below have misrepresented their relationship with HPD, attempted to get shareholders to "sell" their shares and accept a buy out and promised placement into other properties.:

Have come fo the co-op numerous times and left meeting announcements , used scare tactics an misrepresented the circumstances of the coo-op and their options. to empty the cooper

They are attempted to use shareholder certificates and other documents of those who are deceased. They have also held several meetings with the sole purpose of inus intotimation us into moving out or agreeing to be bought out.

Who is involved:

Karim Abdull Bagi, last known numbers, 347-69-9398 and 347-586-1039. Mr. Bagi removed all of the cooperative's documents from our cooperative and turned them over to Keith Johnson, Licensed Real Estate Agent with Jefferson Reality, 646-932-4634, 26 Court Street St, Brooklyn, NY; [kajohnsonagent@gmail.com](mailto:kajohnsonagent@gmail.com)

Donnette Bennett, Managing partner of IntergratedConcepts, 866-468-7341, [dnetinvestment@gmail.com](mailto:dnetinvestment@gmail.com), 200 west 136<sup>th</sup> Street Suite 28, NY NY 10030.

Ms. Dorothy Barnes, Lt Intergrated, 917-359-9238

Mr. Ed Merk, Managing Agent LT Intergrated , 866-488-7344 ext 706

Actions of concern:

On or about 2/24/2018 Keith Johnson came to the coop and approached Ms. Banks. original shareholder and said he was there to speak to shareholders about

buying them out.

On 2/28/2018 Mr. Richardson and Ms. Banks were present and they attempted to get us to agree to sell our shares.

3/6/2018 Keith Johnson invited both shareholders to another meeting with the same request to encourage us to agree to sell our shares.

3/9/2016 On a 4<sup>th</sup> occasion no other meeting was convened by Mr. Johnson in another attempt to encourage us to sell our shares. The shareholders were told by another person present, Mr. Ira Heppard, that the shareholders "... could receive a lot of money...."

3/31/2018, Donnette Bennett, Ms. Dorothy Barnes, Ed Merk, Managing agent, LT Intergrated, 866-488-7344, ext 706; and Keith Johnson. Came to 463 Classon to hold a meeting with the tenants and shareholders. They claimed that the building would be demolished and must be vacated; the shareholders should sell their shares and the tenants will be placed by the persons and their organizations  
Assistance Needed:

- The immediate desist and decess of the harassment of the two shareholders who are both senior and all of the legal tenants.
- We are requesting an investigation into all of these persons, their employer and the agency, including
- We demand the immediate return of all of all documents pertaining to the 463 Classon Avenue including but not limited to shareholder documents, propriety leases, financial documents and all correspondence.
- The return all monies collect by Karim Abdulla Bagi from shareholders and legal tenants.

HDFC\_TPT Round X Foreclosure\_by Council Member\_Market\_values.numbers

Primary Address	Incorporation Date	Borough	2016/2017 Market Value	# of Units	District & Council Member	2016/2017 Market Value Total
514 EAST 13 STREET	06/02/1997	Manhattan	\$1,136,000	13	District 2—Mendez Total:	\$1,136,000
316 WEST 36 STREET	12/01/1992	Manhattan	\$1,335,000	13	District 3—Johnson	
318 WEST 36 STREET	12/01/1992	Manhattan	\$1,332,000	13	District 3—Johnson	
				26	District 3—Johnson Total:	\$2,667,000
515 WEST 143 STREET	01/23/1998	Manhattan	\$1,753,000	24	District 7—Levine	
633 WEST 146 STREET	12/19/1990	Manhattan	\$787,000	15	District 7—Levine	
627 WEST 151 STREET	06/28/2001	Manhattan	\$693,000	24	District 7—Levine	
525 WEST 151 STREET	06/14/2000	Manhattan	\$691,000	24	District 7—Levine	
623 WEST 161 STREET	07/12/1996	Manhattan	\$907,000	24	District 7—Levine	
1981 AMSTERDAM AVENUE	01/24/1985	Manhattan	\$1,332,000	26	District 7—Levine	
1993 AMSTERDAM AVENUE	02/06/1984	Manhattan	\$1,172,000	22	District 7—Levine	
1646 AMSTERDAM AVENUE	06/12/1992	Manhattan	\$973,000	8	District 7—Levine	
526 WEST 168 STREET	10/16/1989	Manhattan	\$1,984,000	30	District 7—Levine	
				197	District 7—Levine Total:	\$10,292,000
173 EAST 111 STREET	02/04/1997	Manhattan	\$1,317,000	8	District 8—Mark-Vivierto	
424 EAST 116 STREET	09/23/1993	Manhattan	\$384,000	15	District 8—Mark-Vivierto	
274 ALEXANDER AVENUE	06/29/1990	Bronx	\$328,000	10	District 8—Mark-Vivierto	
590 SOUTHERN BOULEVARD	06/29/1995	Bronx	\$724,000	27	District 8—Mark-Vivierto	
				60	District 8—Mark-Vivierto Total:	\$2,753,000
14 WEST 119 STREET	11/17/2000	Manhattan	\$954,000	10	District 9—Bill Perkins	
56 WEST 119 STREET	03/24/1994	Manhattan	\$1,452,000	44	District 9—Bill Perkins	
67 ST NICHOLAS AVENUE	06/07/2005	Manhattan	\$1,838,000	26	District 9—Bill Perkins	
167 WEST 133 STREET	12/15/2000	Manhattan	\$876,000	16	District 9—Bill Perkins	
2061 ADAM C POWELL BLVD	09/27/2007	Manhattan	\$3,477,000	51	District 9—Bill Perkins	
1463 AMSTERDAM AVENUE	03/13/1997	Manhattan	\$928,000	12	District 9—Bill Perkins	
286 WEST 161 STREET	06/27/2002	Manhattan	\$860,000	18	District 9—Bill Perkins	
30 MACOMBS PLACE	03/23/1989	Manhattan	\$705,000	24	District 9—Bill Perkins	
307 WEST 153 STREET	06/30/2014	Manhattan	\$832,000	19	District 9—Bill Perkins	
741 ST NICHOLAS AVENUE	03/30/1993	Manhattan	\$547,000	6	District 9—Bill Perkins	
				226	District 9—Perkins Total:	\$12,468,000
2296 AMSTERDAM AVENUE/500 WEST 174 STREET	10/27/1992	Manhattan	\$1,558,000	27	District 10—Ydanis Rodriguez	
2089 AMSTERDAM AVENUE	06/25/1999	Manhattan	\$1,162,000	18	District 10—Ydanis Rodriguez	
2091 AMSTERDAM AVENUE	06/25/1999	Manhattan	\$1,120,000	16	District 10—Ydanis Rodriguez	
				61	District 10—Rodriguez Total:	\$3,840,000
3175 VILLA AVENUE	06/07/1993	Bronx	\$1,216,000	56	District 11—Andrew Cohen	\$1,216,000
1314 OAKLEY STREET	06/28/1989	Bronx	\$470,000	4	District 12—Andy King	\$470,000
2017 GRAND CONCOURSE	09/28/1994	Bronx	\$740,000	5	District 14—Fernando Cabrera	
260 EAST 178 STREET	11/26/1982	Bronx	\$3,189,000	60	District 14—Fernando Cabrera	
2384 MORRIS AVENUE	12/28/1984	Bronx	\$1,230,000	28	District 14—Fernando Cabrera	
2015 GRAND AVENUE	11/21/1990	Bronx	\$377,000	31	District 14—Fernando Cabrera	
1966 DR M L KING JR BLVD	06/14/1991	Bronx	\$462,000	11	District 14—Fernando Cabrera	
				135	District 14—Cabrera Total:	\$5,998,000
1854 MONROE AVENUE	08/17/1928	Bronx	\$724,000	26	District 15—Ritche Torres	
495 EAST 178 STREET	11/26/1982	Bronx	\$2,482,000	56	District 15—Ritche Torres	
2068 BATHGATE AVENUE	07/03/1990	Bronx	\$978,000	80	District 15—Ritche Torres	
805 EAST 182 STREET	06/27/1990	Bronx	\$1,036,000	44	District 15—Ritche Torres	
2025 VALENTINE AVENUE	07/25/1981	Bronx	\$2,016,000	36	District 15—Ritche Torres	
2127 BATHGATE AVENUE	07/15/1991	Bronx	\$875,000	24	District 15—Ritche Torres	
				266	District 15—Torres Total:	\$8,111,000
1211 WASHINGTON AVENUE	06/19/1992	Bronx	\$717,000	8	District 16—Vanessa Gibson	
1120 GRANT AVENUE	02/08/2017	Bronx	\$608,000	6	District 16—Vanessa Gibson	
1113 GRANT AVENUE	06/26/1998	Bronx	\$1,722,000	68	District 16—Vanessa Gibson	
1383 PLIMPTON AVENUE	07/11/1989	Bronx	\$571,000	26	District 16—Vanessa Gibson	
1103 FRANKLIN AVENUE		Bronx	\$685,000	25	District 16—Vanessa Gibson	
1033 CAULDWELL AVENUE	06/30/2006	Bronx	\$561,000	24	District 16—Vanessa Gibson	

					157	District 16—Gibson Total	\$4,854,000
425 EAST 153 STREET	06/23/1996	Bronx	\$612,000	26	District 17—Rafael Salamanca Jr.		
428 EAST 157 STREET	06/18/1999	Bronx	\$618,000	21	District 17—Rafael Salamanca Jr.		
421 EAST 157 STREET	06/08/2001	Bronx	\$489,000	21	District 17—Rafael Salamanca Jr.		
986 LEGGETT AVENUE	10/17/1990	Bronx	\$604,000	21	District 17—Rafael Salamanca Jr.		
941 ROGERS PLACE	01/16/1991	Bronx	\$675,000	20	District 17—Rafael Salamanca Jr.		
1096 WEST FARMS ROAD	09/06/1985	Bronx	\$366,000	15	District 17—Rafael Salamanca Jr.		
1012 LONGFELLOW AVENUE	03/16/1989	Bronx	\$338,000	4	District 17—Rafael Salamanca Jr.		
875 LONGFELLOW AVENUE	10/04/1999	Bronx	\$952,000	32	District 17—Rafael Salamanca Jr.		
1600 NELSON AVENUE	03/20/1987	Bronx	\$442,000	28	District 17—Rafael Salamanca Jr.		
759 EAST 169 STREET	05/04/1995	Bronx	\$1,216,000	24	District 17—Rafael Salamanca Jr.		
1898 LONGFELLOW AVENUE	03/29/1983	Bronx	\$1,039,000	17	District 17—Rafael Salamanca Jr.		
1900 LONGFELLOW AVENUE	10/21/1985	Bronx	\$617,000	28	District 17—Rafael Salamanca Jr.		
676 EAST 179 STREET	07/07/1989	Bronx	\$986,000	10	District 17—Rafael Salamanca Jr.		
851 EAST TREMONT AVENUE	07/06/1990	Bronx	\$849,000	22	District 17—Rafael Salamanca Jr.		
762 CAULDWELL AVENUE	06/23/2000	Bronx	\$410,000	20	District 17—Rafael Salamanca Jr.		
2116 HONEYWELL AVENUE	03/31/1995	Bronx	\$1,390,000	10	District 17—Rafael Salamanca Jr.		
2016 MARMION AVENUE	02/21/1992	Bronx	\$3,436,000	102	District 17—Rafael Salamanca Jr.		
					420	District 17—Salamanca Jr. Total	\$15,019,000
14-15 MOTT AVENUE	07/20/1989	Queens	\$2,489,000	43	District 13—Donovan Richards	\$2,489,000	
19 KINGSLAND AVENUE	04/12/1984	Brooklyn	\$1,280,000	6	District 34—Antonio Reynoso		
87 STOCKHOLM STREET	07/08/1997	Brooklyn	\$662,000	20	District 34—Antonio Reynoso		
113 LINDEN STREET	06/24/1991	Brooklyn	\$1,284,000	16	District 34—Antonio Reynoso		
109 LINDEN STREET	06/24/1991	Brooklyn	\$842,000	16	District 34—Antonio Reynoso		
166 GRAND ST EXTENSION	06/26/1998	Brooklyn	\$1,912,000	20	District 34—Antonio Reynoso		
					121	District 34—Reynoso Total	\$5,880,000
1516 BEDFORD AVENUE	05/24/1989	Brooklyn	\$376,000	16	District 35—Laurie Cumbo		
463 CLASSON AVENUE	10/03/2002	Brooklyn	\$181,000	10	District 35—Laurie Cumbo		
					26	District 35—Cumbo Total	\$557,000
1197 DEAN STREET	08/11/1994	Brooklyn	\$705,000	7	District 35—Robert Cornegy Jr.		
1055 BERGEN STREET	08/19/1997	Brooklyn	\$1,135,000	16	District 35—Robert Cornegy Jr.		
483 VAN BUREN STREET	04/12/1994	Brooklyn	\$691,000	16	District 35—Robert Cornegy Jr.		
479 VAN BUREN STREET	01/20/1994	Brooklyn	\$1,105,000	20	District 35—Robert Cornegy Jr.		
685 NOSTRAND AVENUE	07/01/1989	Brooklyn	\$1,445,000	24	District 35—Robert Cornegy Jr.		
952 ST MARKS AVENUE	06/14/1993	Brooklyn	\$1,979,000	40	District 35—Robert Cornegy Jr.		
					123	District 35—Cornegy Jr. Total	\$7,060,000
160 BLEECKER STREET	06/24/1992	Brooklyn	\$663,000	6	District 37—Rafael Espinal Jr.		
1828 EASTERN PARKWAY	06/30/1989	Brooklyn	\$899,000	24	District 37—Rafael Espinal Jr.		
					30	District 37—Espinal Jr. Total	\$1,462,000
2323 NEWKIRK AVENUE	07/29/1992	Brooklyn	\$647,000	16	District 40—Mattieu Eugene Total	\$647,000	
4890 PACIFIC STREET	07/11/1996	Brooklyn	\$782,000	36	District 41—Darlene Mealy Total	\$782,000	
684 HEGEMAN AVENUE	06/04/1998	Brooklyn	\$2,410,000	38	District 42—Ines Barron Total	\$2,410,000	
						Total	\$90,111,000

*35000 to p. 22, 020.2*  
*Installment program*  
*1128/18*  
*Evelyn Sandoval*

*home agent*  
*10/18/17*  
*23,566.66*  
*Planin paper*  
*585 West 1/29/18*

*129,222.68*  
*228,345.46*  
*333,604.27*  
*322,242.50*  
*631,211.15*  
*10/25/17*  
*\$754,542.85/ done*

*160,702,347*  
*Alicia Anyon*  
*Samuel*  
*Inez/keeping*

*DFH*  
*As of*  
*NP?*  
*NP?*  
*As*

*Will 176 Boynton P. 11 20*

*1197*  
*NO*  
*NO*  
*NO*  
*2 AS*

*NA*  
*NO*  
*Bili Hester - P. 11 & 12, 13*

*As of*  
*12/28/17*  
*9/6, 200, 45*

<b>Third Party Transfer Program Round X - List of Qualified Sponsors</b>
ARS Development LLC
Artimus
Asian Americans for Equality
Avante Contracting Corporation
Banana Kelly
Bridge Street Development Corporation
Bronx Pro Group LLC
CB-Emmanuel Realty LLC
Community Assisted Tenant Controlled Housing Inc.
Community League of the Heights
Crescent Builders Inc.
Cypress Hills Local Development Corporation
Dougert Management Corp./Dougert Construction Corp.
ELH Management, LLC
Exact Capital
Fordham-Bedford Housing Corporation
FSG Partnership
Genesis Companies LLC
Habitat for Humanity NYC/Tortola Property Management/JLP Metro Property Management
Impact Brooklyn
Infinite Horizons, LLC
JGV Management
Lemle & Wolff
Manor Management LLC
MBD Community Housing Corporation
Metropolitan Real Estate Development
MHANY Management, Inc.
Property Resources Corporation
Rajoy Management Corporation
RiseBoro Community Partnership
Sandra Erickson Real Estate
Southside United HDFC
St. Nick's Alliance
The NHP Foundation
UHAB
West Harlem Group Assistance, Inc.
West Realty Group

July 22, 2019

NYC Council Hearing – HPD Third Party Transfer -Sandra Erickson –  
Testimony

1920 Anthony Avenue, Bronx, NY 10457

Good Afternoon, my name is Sandra Erickson. I am the president of Sandra Erickson Real Estate, a real estate management firm licensed by NYS for over 35 years. We are a certified M/WBE firm focused on the management, creation and rehabilitation of affordable housing in the Bronx.

I am a long time resident of the Bronx and am deeply involved in community development. I have served on Community Board 7 for over 20 years and am a VP of the Bronx Chamber of Commerce as well as a past president of the Bronx Manhattan North Association of Realtors. I serve on the NYS Dept of State Board of Real Estate as well as the Vice Chair of BIC, (an affiliate of BOEDC) which is an SBA small business 504 loan program.

My firm's participation in HPD's TPT program goes back to 2005. The program focuses on buildings with extreme challenges and in the worst conditions. We have vast experience dealing with these conditions. Through a competitive process, we were selected as a sponsor of a 32 unit building on E 165<sup>th</sup> St. It was the worst building in the neighborhood - in terrible condition and overrun with drug trafficking. We secured the premises and all emergency conditions were addressed. A plan to rehab the building was undertaken. All tenants were temporarily relocated to facilitate the work. No resident was displaced and everyone appreciated a beautiful new apartment, the security of a rent stabilized lease and at an affordable rent.

In 2011, a 4 building cluster was assigned to us. Again, the building conditions were extremely poor. It was in December of 2011 and two of the buildings had a broken heating system. The residents were grateful for the swift and kind attention we provided. Another building on Townsend Ave had serious security issues that necessitated private security and working closely with the local precinct. All emergency conditions were resolved. We worked closely with the residents during the stabilization and rehab process. Again providing rent stabilized lease<sup>s</sup> and new apartment<sup>s</sup> with new rents set at no more than 30% of household income.

In the most recent round of TPT, we were selected as sponsor on 3 building<sup>s</sup> in CD 16. These buildings were in various states of disrepair and in poor to extremely poor condition. The roof leaks were some of the worst I have ever seen, cascading into vacant and occupied units. The heating system in the largest building was leaking badly and in dire need of repair, also, serious roofing, plumbing and brick pointing work had to be handled as emergency repairs. This same building's management was illegally collecting broker fees and only repairing units for tenants they liked. In another building, we are in the process of a full vacate due to extreme dilapidated conditions. Again, drug trafficking in squatter units in two of the 3 buildings necessitated legal holdover actions.

We have experienced the success of TPT and believe in the program, as do our residents and the community members that the buildings are a part of.

Thabjaer  


July 22, 2019

Testimony to the joint Committees on Housing & Buildings and Oversight & Investigations

Re: Taking Stock: A Look Into the Third Party Transfer Program in Modern Day New York

Thank you, Chairs Cornegy and Torres, and committee members, for the opportunity to testify before you today. My name is Emily Kurtz, and I am the Vice President of Housing at RiseBoro Community Partnership. I am here to share with you how very important the Third Party Transfer program has been to RiseBoro's neighborhood stabilization efforts in and around Bushwick.

RiseBoro has partnered with HPD and Neighborhood Restore on multiple rounds of the Third Party Transfer program. My very first development project when I joined RiseBoro in 2004 was West Bushwick TPT. In my role as project manager, I met with tenants during the stabilization period of the program, often in their homes. During these visits I witnessed families living in rented homes that had been abandoned by their owners – years of disinvestment – deplorable, unhealthy and unlivable conditions. These tenants were distrustful of our interest – assured we were only there to provide promises that we would break and to take advantage and displace. I could not blame them, given the conditions in which they were forced to live, paying rent to a landlord who did nothing to maintain their homes.

In time, and with effort, the tenants in the West Bushwick TPT cluster came to trust our efforts to stabilize and improve their homes. We prioritized engagement and communication, we shared architectural plans and scope, and we found interim relocation apartments that caused as little disruption to daily life as possible. We made good on our promise to improve conditions in their original homes, which in most cases required gutting the apartments, reconfiguring layouts to better accommodate for family size, and bringing the buildings into compliance with current building codes. Through these efforts, we preserved 43 units of affordable housing in Bushwick, with rents affordable to the tenants who had for years put up with deplorable living conditions. We saved 9

buildings in the heart of Bushwick, and those units remain affordable today. Twenty five of the units are still occupied by the household that moved in at construction completion nearly 15 years ago. TPT is a stabilizing factor in our community – the opposite of a displacement program.

In Bushwick, and throughout low income communities in Brooklyn, my RiseBoro colleagues in the Legal Empowerment and Assistance Program fight daily against predatory landlords aimed at destroying the stability communities have worked so hard to create. Absent and/or underwater owners looking for relief of debt has led to the destruction of too much of Bushwick's affordable housing stock. As these properties go to the highest bidder, tenants, affordability, and neighborhood stability is put at risk. Harassment follows in the form of aggressive buyouts or illegal destruction of property with the identical aim of displacing low income tenants in order to create market rate units unaffordable to low income communities. Alternatively, the TPT program protects renters, ensures that conditions are livable and then upgraded, preserves affordability and provides the protections of a rent stabilized lease.

I encourage this joint committee to consider the important role that TPT has played and can play in the City's commitment to preserving affordable housing.

Thank you.

Respectfully Submitted,

Emily Kurtz  
Vice President  
RiseBoro Community Partnership Inc.



MHANY Management Inc.  
(A Mutual Housing Organization)  
1 Metrotech Center North  
11<sup>th</sup> Floor  
Brooklyn, NY 11201  
Ph: 718-246-8080

**TESTIMONY BEFORE THE NEW YORK CITY COUNCIL COMMITTEE on  
HOUSING AND BUILDINGS JOINTLY WITH THE COMMITTEE ON OVERSIGHT  
AND INVESTIGATION  
July 22, 2019**

By: Ismene Speliotis  
Executive Director, MHANY Management Inc.

Good morning and thank you to the City Council for taking the time to undertake a discussion on the very sensitive subject of the Third Party Transfer Program.

I ask the City Council to work with advocates and the involved agencies particularly the NYC Department of Housing Preservation and Development to come up with the “right balance” for Third Party Transfer and Tax Lien Sale. I have faith in all of us to advocate not only for small multi-family homeowners but also for the residents of these multi-family buildings.

I agree that private building owners who have purchased or inherited property must be given every opportunity to maintain ownership of their properties. This is for all private property from single family homes to the largest of multiple dwellings in the City. However, I also believe that the right to maintain ownership comes with obligations and responsibilities including:

- Paying and staying current with real estate taxes and water/sewer charges
- Maintaining the property in clean, code compliant, decent, safe condition for the occupants
- Providing a residential environment that is hassle free from speculators, in advertent and unauthorized rent increases and any intimidation by current owner, manager or others

I understand that private multi-family building owners at any given time may run into difficulty with any one of the three responsibilities outlined above and the City must work with through its agencies and advocates to provide as much support, counseling, education, and resources to help owners get through any single or multiple crises that arise for them. Interventions can include

- Early identification and notification that an issue is at hand
- Early intervention by the City with the help of advocates
- Clear communication of obligations and responsibilities and consequences for not adhering to them
- Useful and accessible tools
- Counseling and Technical Assistance
- Follow up
- Documentation of efforts
- Escalation of consequences for non-responsiveness

Advocates and the City have been working together for years in an effort to reduce the number of real estate taxes, water/sewer and emergency repair liens that are sold to the tax lien trust. The program implemented in the early 2000's has generated much revenue for the city and close to 80% of all private owners pay either upon notification or even once tax lien has been sold; well before their property is at risk for foreclosure or third party transfer.

In recent years, data has shown that owners whose properties go through tax lien sale more than once are at risk of deteriorating physically, having more code violations, and falling into a cycle of increased economic and physical crisis and each time a lien is sold on the same property it becomes harder and harder for the owner to take steps to get out of the cycle of decline.

Based on this data, the City has worked with advocates to identify alternatives that either 1) help owners maintain ownership of their property or 2) place in the hands of qualified not-for-profit housing developers. Although every effort must be made to maintain private ownership; as properties decline physically and fall into increasing dis-repair; the city has an additional responsibility to hold these same owners accountable for building and living conditions for their residents.

The Third Party Transfer program is not intended to strip wealth from small or large building owners at whim. But after painstaking efforts to get both taxes and other liens paid and to get owner to take responsibility for meeting basic quality of life and building maintenance standards for residents; the city at times has had no alternative but to step in, begin and ultimately take these properties.

For many of these properties, if the Third Party Transfer program did not exist; the liens would have been sold, increasing the financial burden on the buildings and over time making it more and more difficult for owners to maintain their properties; basically entering a cycle of non-payment and ill maintenance that often results with properties in Tax Lien Sale with enormous unpaid debt. If all properties went to Tax Lien Sale – many owners would be compelled to sell their property anyway; often to unscrupulous investors and speculators who are only interested in the asset and could care less about the current occupants. In fact, speculative purchasing; harassment of existing tenants in buildings where tax liens were sold, the emptying of these buildings only to be replaced with higher income people in historically affordable neighborhoods has been the trend for the past several years.

We must strike a balance where building owners are provided with every opportunity to pay delinquent municipal liens, provided with adequate resources to alleviate problems and improve economic and physical conditions at their buildings; and connected to an advocacy and agency community that can provide technical assistance and help them achieve positive outcomes.

If an owner is unwilling or incapable of undertaking these steps, and taking advantage of the city's offerings; the well-being of the residents must be considered and the Third Party Transfer program allows exactly that; after City Foreclosure the placement of these properties in the hands of mostly mission driven, pre-qualified community and housing development corporations that

will improve the physical and economic conditions at the properties and insure decent and affordable housing to current and future occupants.

If one issue is that the City “didn’t do enough on notification, resource provision and technical assistance” then let’s do more. If we are to consider both private owners’ interests and living conditions of the low/moderate income occupants/residents of these buildings the goal must be not to eliminate the Third Party Transfer program but to improve the process that will ultimately maintain more buildings in the hands of long term owners and only take the properties where owners are unwilling or unable to care for the physical asset and the residents within.

MHANY has worked as a Landlord Ambassador for two years. We were selected to work with dozens of small building owners whose properties were removed from Tax Lien Sale and/or Third Party Transfer Rosters. We have been working to strike the exact balance that I have described above. What we have learned is that many of these small building owners are in need of some intervention with property management; specifically rent collection, tenant issues, repairs and physical improvements, budgeting, bill paying (including municipal charges). Of the owners MHANY worked with, most had not roster for rent collection or building expenses. Rent collections may be written in a book, building expenses were charged as needed; supers/handyman were not trained at necessary building maintenance for aging properties and the owners were often at a loss on how to best address non-paying or difficult tenants. As buildings and owners are aging, rules and requirements by the City are ever increasing and hard to keep up with even if your business is property management.

Working with HPD MHANY was able to help several owners, register their properties, address some emergency repairs, work on a legal strategy for difficult/non-paying tenants, connect owners to City repair resources and get them on payment plans on their municipal arrears. This has not come without many challenges and much resistance; despite our perseverance and daily attention.

We have seen owners step up and take advantage of services offered, and we have seen owners continue with some bad habits and irresponsible behavior (towards their buildings and their residents).

We can always do more; I laid out the steps we can and should take to help identify owners willing and able to continue as owners and stewards of their properties. After many attempts are made, and there is an indication that there is an unwillingness by an owner to take the responsibility that homeownership requires, I feel that the City has an obligation to step in.

Thank you.

.....

MHANY Management Inc. is a not for profit community and housing development organization that owns and manages approximately 1800 units in over 170 buildings. Our specialty is rehabilitation, ownership and management of small scatter site buildings.

July 22, 20119  
Testimony Blanca Vazquez  
HDFC Coalition Anti Foreclosure Committee  
HDFC Shareholder

The past informs the present: In 1996 HPD Commissioner Deborah Wright testified before the City Council about new proposed procedures (Intro No. 679) to handle in rem properties which were costing the city millions of dollars in lost tax revenue, and in operating costs.

That was then. Key to addressing housing needs in the city were new features of the proposed law: A CRITICAL part of the answer she said was **“identifying troubled buildings at a earlier stage where intervention was likely to be successful**, and having **the flexible tools** necessary to **prevent abandonment** to the largest extent possible.” Rather than allow arrears to build up, make early interventions when debt was manageable — that no brainer is not what the city is doing now.

So, 1) an **early warning system** and 2) she goes on to say:

“HPD will **work closely with DOF** to identify properties that can benefit from a **“package of assistance more likely to lead to stabilization than tax foreclosure**. This assistance may take the form of low-interest loans, technical assistance and mortgage debt restructuring....”

Finally, she recommends that provisions for installment payments **provide reasonable opportunity for owners to pay arrears and retain ownership**. She noted that the current system was set up to fail, and that 3 of 4 such agreements end in default. The new law was to prevent default by early intervention, lower interest rates on payment plans – which is not happening now with water bills for example. Even with Article 11 applications forgiving property, <sup>tools</sup> water bills in particular and penalties remain draconian and set up buildings who are trying hard to reorganize themselves to struggle and suffer unnecessarily. And when threatened with the loss of their homes and their equity, suffer is not too strong a word.

We contend that this process of first preventing foreclosures, envisioned in her intro for private property owners, is even MORE crucial for HDFCs, whose owners have invested decades of sweat and real equity, and are primarily people of color and now senior citizens. The City should be creating more HFDCs, not dismantling them.

We ask, today, what happened to this stated priority of first saving buildings? ~~And~~ We find that HDFCs in arrears are instead being **targeted** for foreclosure. We met with buildings that went to HPD for help and got feeble advice. In March HPD was found guilty by the Brooklyn Supreme Court of taking property away from buildings that did not even meet the threshold for foreclosure. Justice Mark Partnow acknowledged that this was “not an isolated occurrence...but widespread” by HPD. We must have a moratorium on foreclosures until real assistance as envisioned in the original legislation is put into place. And Shareholders **must** be a part of that process.

It's time for the City Council to correct these abuses and to strengthen HDFCs rather than allow HPD and real estate interests to target and eliminate HDFCs.

It is in your power to do so. A majority of the working and middle-class shareholders in these properties are people of color, and HDFCs are the only reason we still reside in New York City and particularly in Manhattan, which has the most HDCFs. Brooklyn and the Bronx are also being targeted as they too are rapidly being gentrified.

We are your voters; HDFCs have a high percentage of registered voters. This is primarily about the City Council doing what is right and fulfilling the original intent of the law: to protect home ownership, to make it easier and not onerous for buildings in arrears to reorganize and retain a lifetime of personal individual and collective investment. **You have the power to make it so.**

## **The Importance of Preserving Affordable Homeownership In New York City.**

A testimony by Victor Morisete Romero, HDFC Coalition Anti Foreclosure Committee to the NYC City Council Hearing on HDFC Foreclosures, Third Party Transfer (TPT) Program on 7/22/2019

Good Afternoon. My name is Victor Morisete Romero, I am currently a member of the HDFC Coalition Anti-Foreclosure Committee and a business owner in New York. I grew up in a Housing Development Fund Corporations ("HDFCs") can attest to the importance of HDFCs to continue to be part of New York City's affordable housing stock. As you know, there are over 30,000 units of affordable resident-owned cooperative housing in the City, which need to be maintained affordable in the City. In the past fifteen years, since the approval of the Local Law that established the Third-Party Transfer (TPT) Program, a large number of affordable homeownership units have become rental. This program has only benefited private and not-for-profit developers. In the last round X of foreclosure, the City proposed to transfer to developers under the TPT program more than 2000 units of affordable HDFC's cooperative. Due to the courageous effort of the City Council and the HDFC Collation more than 504 units were saved, but over 800 units were lost and transferred to developers.

I must tell you, that a survey conducted by the HDFC Coalition's Anti-foreclosure Committee found that **76%** of these HDFCs were not in "distressed and should not have identified by the City and included in the Foreclosure List. Additionally, we found that **89%** did not meet the criteria to be included in the TPT Program; **97%** of these HDFCs did not received early remediation and intervention by NYC HPD; and **100%** of foreclosure could have been prevented if the following three simple actions would have been implemented by HPD: **1) scheduled at least three early intervention meetings at the building with the shareholders before these buildings were placed in the foreclosures list, 2) informed the local Councilmembers of the status of these HDFCs, and 3) if HPD would have worked with advocacy organizations such as the various HDFC Coalitions in each borough of New York City.**

HDFC co-ops are affordable housing worth preserving. As you know homeowners in these HDFCs have revitalized our communities through their civic engagement and volunteerism, have helped reduce crime and have keep prices affordable in their communities during the time of gentrification and speculation. Base on the arguments listed herein, I want to offer the following recommendations:

1. Amend the local law under Chapter 8 of Title 28 of the Rules of the City of New York (RCNY) to remove HDFC from being included in In-rem Foreclosures.
2. Amend the local law under Chapter 8 of Title 28 of the Rules of the City of New York (RCNY) to establish specific early intervention services that must be provided to HDFCs that may be identified as potential candidates for future recommendation in the In-rem Foreclosures. This shall include: a) Notification to elected officials and HDFC's advocacy groups, b) mailing at least three letters to all HDFC shareholders, c) holding at least three meetings at each building with all shareholders, and other early intervention strategies.
3. Amend the local law under Chapter 8 of Title 28 of the Rules of the City of New York (RCNY) to allow all HDFCs that were transferred under Round X to select a not for profit developer to allow them to remain affordable cooperatives with the sponsorship of the no-for-profit entity under the tenant petition program.

4. The law shall require HPD to make available to HDFCs the same assistance provided to TPT developers such as loans using City Capital and/or Federal HOME funds at 1% interest, HPD subsidy in addition to rehabilitation financing from private institutional lenders, New York City Housing Development Corporation (HDC), and Low Income Housing Tax Credits (LIHTC), and Tax amnesty under Article XI.
5. The Creation of Task Force that brings together the following City agencies, DOF, HPD, DEP, NYC Council, stakeholders such as HDFC coalitions members and advocacy not-for-profit entities who are not participating TPT Developers.
6. The elimination of the predatory high interest rate imposed to HDFC by NYC Department of Finance and DEP, which in many cases these interest rates are high as 74% Annually. Please see attached table for NYC DOF for a Specific HDFC.

**499 WEST 158 STREET** Borough: **MANHATTAN**  
**Block: 2108 Lot: 73**

2019-07-22  
 07/22/2019

**Account Balance Summary**

	Year	Charge Amt.	Discount	Interest	Other /Fees	Total	NYC DOF Annual % of Interest	NYCDOF Monthly % of Interest
1	2009	11,883.32	0	15,947.17	0	27,830.49	0.745167951	0.062097329
2	2010	27,359.77	0	32,272.67	0	59,632.44	0.847769026	0.070647419
3	2011	37,238.82	0	37,796.74	0	75,035.56	0.985238939	0.082103245
4	2012	39,829.76	0	33,519.38	0	73,349.14	1.188260642	0.09902172
5	2013	44,116.08	0	25,206.53	0	69,322.61	1.750184575	0.145848715
6	2014	41,548.30	0	22,363.55	0	63,911.85	1.857857988	0.154821499
7	2015	41,984.14	0	17,066.87	0	59,051.01	2.459978895	0.204998241
8	2016	45,205.78	0	12,868.61	0	58,074.39	3.51287202	0.292739335
9	2017	49,023.34	0	9,175.42	0	58,198.76	5.342898745	0.445241562
10	2018	41,505.80	0	4,517.01	535	46,557.81	9.188777532	0.765731461
11	2019	55,883.95	0	2,701.09	0	58,585.04	20.68940687	1.724117239
12	2020	55,989.08	-138.33	56.99	58.88	55,966.62		0
	<b>Total:</b>	<b>491,568.14</b>	<b>-138.33</b>	<b>213,492.03</b>	<b>593.88</b>	<b>705,515.72</b>		

Thank you for your attention.

The Importance of Preserving Affordable Homeownership In New York City.

# Comparison Table between Developers and HDFCs

**Why does the City Provide Benefits to TPT Developers?**

Simple: Developers are well connected, they lobby and make political contributions, have a back-door connection to Bureaucrats and more...

**Why Doesn't NYC Help HDFCs Succeed and Provide same Assistance give to Developers?**

Simple: The City wants to eliminate ownership and help developers.

1	The Mayor favors affordable rental rather than affordable ownership.
2	Deeds are transferred Free and Clear to TPT Developers.
3	Developers get the properties with ZERO Real Estate Taxes & Water and Sewer Charges.
4	NYC provides low interest loans from HPD Portfolio of Programs.
5	NYC provides Section 8 Vouchers to Developers for rent increases. For Instance, after rehab, 1 bedroom unit can increase from \$575 to \$1625.
6	NYC provides huge Tax Incentives such as J-51 and Tax Credits.

1	The Mayor favors developers rather than HDFC Shareholders
2	HDFC Deeds shall not be taken away and transferred to TPT Developers.
3	All HDFCs shall be allowed to receive the same benefits offered to Developers. Amnesty Program for Real Estate Taxes and water Sewer Charges.
4	All HDFCs shall be allowed to receive the same low interest loans from HPD Portfolio of Programs which are given to Developers.
5	All HDFCs shall be provided with Section 8 Vouchers for maintenance increase for better financial stability.
6	NYC shall provide Tax Incentives such as J-51 and other credits for improvements to HDFCs.

The following pages have Case Studies as to how the City is eliminating **HDFC's affordable resident-owned cooperatives** to benefit **Developers Rentals**  
**Case Study 1. The following properties were foreclosed and transferred under to developers under the TPT program.**

**Benefits Provided to TPT Developers**

- The HDFC is eliminated and shareholders become rental tenants
- Deeds are Transferred Free and Clear
- Real Estate Taxes & Water and Sewer Charges are eliminated to **Zero**
- NYC provides low interest loans from HPD's Portfolio of Programs
- NYC provides Section 8 Vouchers to Developer for rent increase
- NYC provides huge Tax Incentives such as J-51 and Tax Credits

Property Address:	3163 Broadway, NY, NY & 332 East 117 Street, NY. NY	
Block & Lots:	Block: 1993 Lot 92 and Block 1688 Lot 37	
Developer's Name:	<b>Lemle &amp; Wolf</b>	
Developer's Status	TPT Approved Private Developer	
New Entity Created:	Broadway-117 Housing Development Fund Company	
Date for Title Transfer:	7/7/2011	
<b>Loan Amount (\$)</b>		
Private Loan @ 7%	1,675,000.00	\$ 16%
HPD PLP Loan @ 0.25% (Low Income Investment Fund)	3,291,293.00	\$ 33%
City Home Loan @ 0% ((Low Income Investment Fund)	4,966,293.00	\$ 51%
<b>Total Package</b>		<b>\$</b>
Type of Tax Incentives	J51, Low Income Tax Credit	
Loan Purpose	Rehabilitation	
Rental / Ownership Status	Rental	
Rent Increase for Occupied Units	Increase from \$550 to \$1550	
Rent Increase for Vacant Units	Market Rate (\$1850-\$3500)	
Any Subsidy for Tenants	HPD Provide Section * Vouchers	

**Case Study 2. The following properties were foreclosed and transferred under to developers under the TPT program.**

**Benefits Provided to TPT Developers**

- The HDFC is eliminated and shareholders become rental tenants
- Deeds are Transferred Free and Clear
- Real Estate Taxes & Water and Sewer Charges are eliminated to **Zero**
- NYC provides low interest loans from HPD's Portfolio of Programs
- NYC provides Section 8 Vouchers to Developer for rent increase
- NYC provides huge Tax Incentives such as J-51 and Tax Credits

Property Address:	972 St Nicholas Avenue, NY, NY & 560 West 160 Street, NY, NY	
Block and Lot:	Block 2109 Lot 17 and Block 2118 Lot 11	
Developer's Name:	<b>ET Management</b>	
Developer's Status	TPT Approved Private Developer	
New Entity Created:	160/159 Realty LLC	
Date for Title Transfer:	1/3/2005	
<b>Loan Amount (\$)</b>		
Private Loan @ 7%	1,361,000.00	\$ 18%
HPD PLP Loan @ 0.25% (Low Income Investment Fund)	2,314,555.00	\$ 31%
City Home Loan @ 0% ((Low Income Investment Fund)	3,675,555.00	\$ 51%
<b>Total Package</b>	<b>7,351,110.00</b>	<b>\$</b>
Type of Tax Incentives	J51, Low Income Tax Credit	
Loan Purpose	Rehabilitation	
Rental / Ownership Status	Rental	
Rent Increase for Occupied Units	Increase from \$550 to \$1550	
Rent Increase for Vacant Units	Market Rate (\$1850-\$3500)	
Any Subsidy for Tenants	HPD Provide Section * Vouchers	

**Case Study 3. The following properties were foreclosed and transferred under to developers under the TPT program.**

**Benefits Provided to TPT Developers**

- The HDFC is eliminated and shareholders become rental tenants
- Deeds are Transferred Free and Clear
- Real Estate Taxes & Water and Sewer Charges are eliminated to **Zero**
- NYC provides low interest loans from HPD's Portfolio of Programs
- NYC provides Section 8 Vouchers to Developer for rent increase
- NYC provides huge Tax Incentives such as J-51 and Tax Credits

Property Address:	220-226 West 116 Street, NY, NY & 449-451 West 125 Street, NY, NY	
Block and Lot:	Block 1831 Lot 43 and Block 1966 Lot 46	
Developer's Name:	<b>HP Properties -West 116th Street LLC</b>	
Developer's Status	TPT Approved Private Developer	
New Entity Created:	HP Properties -West 116th Street LLC	
Date for Title Transfer:	6/26/2002	
<b>Loan Amount (\$)</b>		
Private Loan @ 7%	\$ 1,001,390.00	22%
HPD PLP or other Low Interest Loan	\$ 1,040,610.00	23%
HPD Low Interest Loan	\$ 2,440,000.00	54%
<b>Total Package</b>	<b>\$ 4,482,000.00</b>	
Type of Tax Incentives	J51, Low Income Tax Credit	
Loan Purpose	Rehabilitation	
Rental / Ownership Status	Rental	
Rent Increase for Occupied Units	Increase from \$550 to \$1650	
Rent Increase for Vacant Units	Market Rate (\$1850-\$3500)	
Any Subsidy for Tenants	HPD Provide Section * Vouchers	

# Developer's Rental Advertisement Sample at 322 East 117th Street – Manhattan

Findings Insights

CityRealty > New York City > East Harlem > 322 East 117th Street > Apt 15

## 322 East 117th Street, #15

**Listing no longer available on CityRealty as of Jun 28, 2019**

**It previously was on the market for a total of 98 days.**

**Pricing History**

May 3, 2019	-3.4% ▼	Price decreased by -3.4% to \$2,155
Apr 26, 2019	+2.5% ▲	Price increased by 2.5% to \$2,230
Apr 23, 2019	+3.6% ▲	Price increased by 3.6% to \$2,175
Apr 15, 2019		Listed for \$2,100

**Rent Well**  
 Upper East Side • Upper West Side  
 Clinton • Murray Hill • Gramercy Park  
 Union Square • East Village  
**NO FEE** [SEE LISTINGS](#)



**BETTINA EQUITIES**  
 212.744.3330 bettinaequities.com

**Previous Photos & Floor Plan**



# Developer's Advertisement Sample Sample at 449 West 125 Street – Manhattan

**Sovereign Associates**  
NORTHERN MANHATTAN REAL ESTATE EXPERTS

FOR RENT FOR SALE REVIEWS AGENTS RESOURCES ABOUT COMMERCIAL

## 449 WEST 125TH STREET, #5A **RENTED**

Apartment • West Harlem  
 Web ID # 72450

**\$3,200**  
 3 Beds • 2 Baths • 900 ft<sup>2</sup>



**Bedroom**

**Gregory Healy**  
 646.559.9001  
 917.709.1491  
 ghealy@sovereignrealestate.com

Your Name

Your E-Mail Address

Your Phone Number

I'm interested in this property and would like more information

E-Mail Me About Similar Listings

I'm not a robot 

**CONTACT AGENT**

Availability Immediately    Parking Street No Permit    Floor 5

Total Rooms 5    Pet Policy, Pets OK

**Building & Unit Features**

- ✓ Subway
- ✓ Dishwasher
- ✓ Renovated
- ✓ Eat In Kitchen
- ✓ Granite Kitchen
- ✓ Hardwood

**SHARE**

**PRINT**

**SIMILAR LISTINGS**

**RECENT LISTINGS**

**SAVE LISTING**

To: Tips  
The New York Times  
620 8th Avenue  
New York, N.Y. 10018

**Here Is Solid Evidence In 2018, That New York Courts Are Illegally Conducting Foreclosures – Allowing BIG Banks To Not Follow Foreclosure Statutes....Foreclosure Judgments In Kings County Brooklyn Court Are VOID, VOID, VOID...**

**(The evidence and documents enclosed can prove that lenders still don't own loans and lack standing to foreclose without ownership enforceable security interest in the mortgage loan contracts)...Loan modifications are not valid because the true owner and creditors are concealed in foreclosure actions. When lenders don't hold ownership enforceable security interest, loan modifications are also void.**

**New York's Foreclosure Problem**

In 2017, Brooklyn and Queens drove the city's 58 percent year-over-year increase, with 827 and 1,260 first time foreclosures, respectively.

**The Fraud**

The State of New York is a judicial state, so lenders must file Summons and Complaint to foreclose on homeowners. Using a notice of "Lis Pendens" to notify that a pending lawsuit was filed in court. The lender "serves" the Summons and Complaint on the borrower(s).

This court official process is what makes the borrower "homeowner" in danger of losing their home to foreclosure.

**Fraudulent Violations**

In the Summons and Complaint, the lender must have the standing to foreclose on the property.

The lender fraudulently asserts to be the creditor and owner of the mortgage loan.

## Evidence:

Nationstar Mortgage, LLC also known as Mr. Cooper serves 2.8 million customers, originated \$20.7 billion in loans and carries a **loan servicing portfolio of \$470 billion.**

Nationstar Mortgage, LLC also known as Mr. Cooper has **falsely claimed to be the owner of mortgage notes** in foreclosure actions in the state of New York.

**This is significant because Nationstar Mortgage, LLC carries a loan servicing portfolio of \$470 billion dollars. However, Nationstar Mortgage, LLC also known as Mr. Cooper is typically foreclosing on homeowners in New York as the servicer and holding no ownership rights through enforceable security interest to foreclose.**

## Case Example:

Nationstar Mortgage, LLC also known as Mr. Cooper initiated a foreclosure complaint in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013 against **Calvin Harriott and Rosamond Harriott** that was wrongful and unconscionable; knowingly, negligently, and **falsely claimed to be the owner of the mortgage note** for the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County.

Nationstar Mortgage, LLC also known as Mr. Cooper in the foreclosure complaint in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013 wrongful and unconscionable; knowingly, negligently, and falsely claimed a **default against Rosamond Harriott**. When Rosamond Harriott **never had any contract agreement** for any such mortgage note for the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County.

In the matter of **Index 508172/2013** in **SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS** a response letter dated on **April 19, 2016**, from **Shapiro, DiCaro & Barak, LLC/ Ellis M. Oster, Esq. (Enclosed Attachment 1)** asserted that Nationstar Mortgage LLC is the current holder and servicer of the subject Note and Mortgage for the property commonly known as 1001 East 85th Street Brooklyn, New York 11236.

The **April 19, 2016** response letter from Shapiro, DiCaro & Barak, LLC/ Ellis M. Oster, Esq. further asserted that per the mortgage, the *original lender / creditor* in this matter was **Wall Street Mortgage Bankers Ltd. Db a Power Express**, whose address is 1111 Marcus Avenue 3<sup>rd</sup> Floor Lake Success, NY 11042.

The **April 19, 2016** response letter from Shapiro, DiCaro & Barak, LLC/ Ellis M. Oster, Esq. was fraudulent and sent to falsely validate **Nationstar Mortgage LLC** as the current holder and servicer of the subject Note and Mortgage.

Shapiro, DiCaro & Barak, LLC/ Ellis M. Oster, Esq. fraudulently presented documents that falsely validated **Nationstar Mortgage LLC** as the current holder and servicer of the subject Note and Mortgage in the **April 19, 2016** response letter.

A letter sent on July 15, 2012 (Enclosed Attachment 2) from Nationstar Mortgage re: New Nationstar Loan Number: 0599539905, Principal Balance: \$504,000.00, Escrow Balance \$0.00 asserted that effective 07/01/2012 Nationstar Mortgage is now the new servicer for the mortgage account.

Page 2 of the July 15, 2012 letter from Nationstar Mortgage further asserted that Aurora Loan Services LLC transferred over to Nationstar Mortgage LLC servicing of the mortgage loan, that is, the right to collect payments, is being assigned, sold or transferred to Nationstar Mortgage LLC effective 07/01/2012.

Page 3 of the July 15, 2012 letter from Nationstar Mortgage further also asserted that the debt is owed to CITIBANK, NA TRUSTEE, LXS TRUSTEE SERIES 2005-1, but is being serviced by Nationstar.

\*\*\*\*\*Nationstar Mortgage, LLC also known as Mr. Cooper was never the owner or creditor in the JUDGMENT OF FORECLOSURE AND SALE ORDER entered on May 23, 2017 is also void and not merely voidable in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013\*\*\*\*\*

The JUDGMENT OF FORECLOSURE AND SALE ORDER entered on May 23, 2017 is Void and not merely voidable in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013, Aurora Loan Services LLC only transferred over to Nationstar Mortgage LLC servicing of the mortgage loan.

The July 15, 2012 letter on Page 3 from Nationstar Mortgage confirms that the debt is owed to CITIBANK, NA TRUSTEE, LXS TRUSTEE SERIES 2005-1, but is being serviced by Nationstar.

#### Further Evidence Of Fraud:

Nationstar Mortgage, LLC also known as Mr. Cooper holds a loan servicing portfolio of \$470 billion dollars that is connected to Lehman Brothers Holdings Inc.

Pursuant to a Qualified Written Request under Section 6 of the Real Estate Settlement Procedures Act (RESPA), HUD-398-H(4) on August 18<sup>th</sup>, 2016, Nationstar Mortgage, LLC also known as Mr. Cooper asserted that Wilmington Trust, National Association is the current owner of the mortgage loan concerning the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County. (See Attachment 3)

Wilmington Trust Company operates as a wholly owned subsidiary of M&T Bank.

A letter dated February 8<sup>th</sup>, 2018 (See Attachment 4), from M&T Bank concerning the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County, asserted that Wilmington Trust Company/ Wilmington Trust, National Association is the Trustee and not the Creditor for the property commonly known as 1001 East 85<sup>th</sup> Street Brooklyn, New York 11236.

M&T Bank, asserted that ***Wilmington Trust Company/ Wilmington Trust, National Association is the Trustee*** and not the Creditor for the property commonly known as 1001 East 85<sup>th</sup> Street Brooklyn, New York 11236.

***Wilmington Trust Company as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2005-1, is the current investor of the loan.***

The **JUDGMENT OF FORECLOSURE AND SALE ORDER** entered on **May 23, 2017** is void and not merely voidable in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013.

**Wherefore, Nationstar Mortgage LLC was never the current holder “owner” of the subject Note and Mortgage in Index 508172/2013 in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS.**

Void judgments are those rendered by a court which lacked jurisdiction, either of the subject matter or the parties.

*Review Wahl v. Round Valley Bank 38 Ariz, 411, 300 P. 955(1931), Tube City Mining & Milling Co. v. Otterson, 16 Ariz. 305, 146p 203(1914); and Millken v. Meyer, 311 U.S. 457, 61 S. CT. 339, 85 L. Ed. 2d 278 (1940).*

**Pursuant to N.Y. Real Prop. Acts. Law § 1303, 1320**, Nationstar Mortgage LLC also known as Mr. Cooper was not the true creditor (holder/ owner) to enforce the mortgage note in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013.

*It is clear “foreclosure of a mortgage may not be brought by one who has no title to it and absent transfer of the debt, the assignment of the mortgage is a nullity”*

Review Merritt v Bartholick, 36 N.Y. 44, 45; Flyer v Sullivan, 284 App Div 697, 698; Beak v Walts, 266 App Div 900; Manne v Carlson, 49 App Div 276, 278.

---

**For exclusive interview please contact Mrs. Harriott at (646) 249-0536. Please state the passcode word “Peace”**

**Attachment 1**

Response letter dated on April 19, 2016, from Shapiro, DiCaro & Barak, LLC/ Ellis M. Oster, Esq.

## Attachment 2

Letter sent on July 15, 2012 from Nationstar Mortgage re: New Nationstar Loan Number: 0599539905, Principal Balance: \$504,000.00, Escrow Balance \$0.00 asserted that effective 07/01/2012 Nationstar Mortgage is now the new servicer for the mortgage account.

Page 2 of the July 15, 2012 letter from Nationstar Mortgage further asserted that Aurora Loan Services LLC transferred over to Nationstar Mortgage LLC servicing of the mortgage loan, that is, the right to collect payments, is being assigned, sold or transferred to Nationstar Mortgage LLC effective 07/01/2012.

Page 3 of the July 15, 2012 letter from Nationstar Mortgage further also asserted that the debt is owed to CITIBANK, NA TRUSTEE, LXS TRUSTEE SERIES 2005-1, but is being serviced by Nationstar.

### **Attachment 3**

Letter sent on August 18<sup>th</sup>, 2016 from Nationstar Mortgage, LLC also known as Mr. Cooper asserted that Wilmington Trust, National Association is the current owner of the mortgage loan concerning the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County.

This letter was entered as an Exhibit on 01/05/2017 in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index 508172/2013.

#### **Attachment 4**

Letter sent February 8<sup>th</sup>, 2018, from M&T Bank concerning the property commonly known as 1001 East 85th Street Brooklyn, New York 11236 in Kings County, asserted that Wilmington Trust Company/ Wilmington Trust, National Association is the Trustee and not the Creditor for the property commonly known as 1001 East 85<sup>th</sup> Street Brooklyn, New York 11236.

**CARLTON BURROUGHS**

**938 St. Nicholas Avenue, Apt. 24, New York, NY 10032**

**Tel: 718.213.7439 Email:carltonburroughs@ymail.com**

**936-938 Cliffcrest HDFC Resident**

**THE CITY OF NEW YORK**

**DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT (HPD)**

**THIRD PARTY TRANSFER (TPT) PROGRAM**

**Monday, July 22, 2019**

**The TPT Program administered by the Department of Housing Preservation and Development (HPD) and its Participation Loan Program is absolutely tainted with fraud and is an utter failure.**

Residents are deceived into thinking that they are getting a good deal because of the low purchase price. Residents will never be in a positive equity position.

**The TPT Program is labeled as a limited equity program. The TPT Program should be labeled a NO EQUITY PROGRAM.**

**Note:** the Regulatory Agreement documented in Article 11 of the New York State Private Housing Finance Law violates the United States Constitution and the New York State Constitution. The recently passed Local Law 64 also violates the United States and New York State Constitutions.

Maintenance along with an annual 2% increase insures that residents will ultimately be priced out of our homes. The TPT Program robs us of our economic prosperity and subjects us to economic genocide. Based on apartment size and market value, after 32-40 years residents would have paid \$900,000 to \$1,200,000 in maintenance per apartment.

**The TPT Program is an absolute fraud due to the lack of oversight.**

**The TPT Program** allows for the theft of millions of taxpayer dollars due to the lack of oversight.

**The TPT Program** and its lack of oversight allows contracts to be awarded to pre-selected developers and contractors thereby avoiding the traditional/effective bidding process.

**The TPT Program** permits fraudulent filings and misrepresentation of the work being performed at the housing development fund corporation (HDFC) buildings. Millions of dollars that are intended to renovate and restore buildings have been misappropriated and stolen by developers and contractors. These entities misfile the job at the Department of Buildings to misrepresent the true nature of what is supposed to be performed per a Scope of Work. There is 'huge discrepancy' between estimated costs (mortgage amount) versus the amount actually spent.

For example, at 936-938 St. Nicholas Avenue, HPD and its criminal allies borrowed approximately \$6,000,000.00 without any involvement from residents of our building, but filed estimated costs of the job to renovate a 50 unit building at \$180,000.00. The **Job No. 103324653** which was/is the permit for the 2002-2004 construction work in 938 St. Nicholas Avenue, Block 2107, Lot 20 is still **Open** at the City of New York Department of Buildings (DOB). The Work remains Incomplete. Yet the building is saddled with mortgage amounts totaling approximately \$6,000,000.00.

Proper filings with the Department of Buildings never occurred. Alt 2's and 3's were fraudulently filed in order not to comply with the Multiple Dwellings Law that governs the issuance of a Certificate of Occupancy (CofO) Not only did HPD and its criminal sponsors/partners ruin our quality of life by leaving us with a damaged building and approximately \$6,000,000.00 in fraudulent loan/mortgage debt they cheated the City of New York and tax payers out of its proper filing fees.

The TPT Program is a planned predatory lending scheme and land grab. In another building HPD and its criminal sponsors borrowed \$46,000,000.00 of tax payers money. The estimated costs at the Department of Buildings for that Job was stated as \$2,200,000.00. HPD is not creating affordable housing it is enriching the already rich, while destroying affordable housing.

The TPT Program, along with compromised attorneys and compromised management companies, is a racket that is adversely affecting the working poor, the working middle class, and the poorest of New York City residents.

Apparently people who bought into the TPT Program are not entitled to the protections under the law as are regular citizens/taxpayers. How would we have known that we gave up our right to be protected under the law. We did not know that there is a separate set of unwritten laws that govern the TPT Program as social stereotype. We've been told "all you paid was \$2,500.00 ... you should be happy just to have a place ... you should shut up and be grateful for what you got ... no Judge is going to listen to you talk about there is no certificate of occupancy ..."

However, that sentiment says residents that participated in the TPT Program are second class citizens, eliminating us from the protections under the law that are enjoyed by other citizens/taxpayers. An investment no matter the amount, is just that, an investment. An investment is going to appreciate or depreciate. That is why there are stocks that cost \$.01 "penny" and stocks that cost \$100.00. We did not know that by participating in the TPT Program that we would give up our right to quality work and skilled workmanship. HPD came to us with their TPT Program. How were we to know it was not equitable?

The documents from the Architect and the Department of Buildings clearly show a fraudulent filing for the alleged work done at 936-938 Saint Nicholas Avenue. Not only did HPD and its partners along with its

selected contractor cheat the Residents of quality work they cheated the City of New York out of its proper filing fees.

~~No official certificate of occupancy by the City of New York Department of Buildings~~ Buildings that renovation work was ever completed at 936-938 St. Nicholas Avenue.

Violations were never removed.

Violations from the time of the alleged renovation still exist.

How could a mortgage loan be closed/granted when violations and liens exist and the job is still open?

**The TPT Program is absolutely tainted with FRAUD.**

**Residents that are enrolled in the TPT Program eminently risk foreclosure and the loss of their homes.**

This is the present situation of the residents of 936-938 St. Nicholas Avenue:

Please note the below document file for the foreclosure action that commenced in 2013 under the auspices of Judge Joan Madden and dismissed dated July 31, 2018: "Ordered that plaintiff's foreclosure action is dismissed in its entirety without prejudice; and it is further Ordered that the temporary receivership of Daniel R. Milstein is terminated and Mr. Milstein shall be fully discharged as Receiver upon court approval of his final *accounting*":

350011—2013—

<https://iapps.courts.state.ny.us/nyscef/DocumentList?docketId=P7AHkVKAJoalJnTcmVWwrEA=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1>

**Unfortunately, the mortgage note was transferred to a new lender for the third time during the dismissed foreclosure action.** The new lender served the building and shareholders with a new foreclosure action on Wednesday, 5th September. It is assigned **Index No. 850233-2018—** New York County Supreme Court

Short Caption: 938 ST. NICHOLAS AVENUE LENDER LLC, -v. - 936-938 CLIFFCREST HOUSING DEVELOPMENT FUND CORPORATION et al

Case Type: Real Property - Mortgage Foreclosure - Commercial

Case Status: Pre-RJI;

<https://iapps.courts.state.ny.us/nyscef/DocumentList?docketId=YjmbXxmT0PYGZOFIL08uTig=&display=all&courtType=New%20York%20County%20Supreme%20Court&resultsPageNum=1>.

The Managing Member of 938 ST. NICHOLAS AVENUE LENDER LLC, Mr. David Aviram, is also the Principal and Director of Acquisitions for Maverick Real Estate Partners ([www.maverickrep.com](http://www.maverickrep.com)), "a private equity fund manager that acquires loans, mechanic's liens and judgments secured by real estate"

Respectfully submitted,

# **What this document says**

No sign off(S/O), allowed until Apt 1A & letter dated  
Jan24, 2019 is addressed to satisfaction of (BC) / (DBC)  
Boroughs Commissioner/ Deputy Borough Commissioner.  
(COFO)Certificate required for creation of new Apartment.  
(MRZ). Martin Rebholz.



[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

**B-SCAN List of Required Items**

Premises: 938 ST NICHOLAS AVENUE MANHATTAN

Job No: 103324653

BIN: 1062489 Block: 2107 Lot: 20 [View Job Notes \(0\)](#)

Job Type: A2 - ALTERATION TYPE 2

8 TOTAL ITEMS REQUIRED FOR JOB	WHO RECVD	PRI TO	REQUIRED ID	RECEIVED ID	DATE	DATE	DATE CERTIFIED	WAIVED	AUTO POPULATED
RB0073 * PC FILED APP/OWNER SIGNED AND SEALED	T	APP	FJE	FJE	12/17/2002	12/17/2002			Yes
RA0254 DHCR DOCUMENT	T	APP	BAT		12/17/2018				Yes
RB0016 MICROFILM/SCAN: INITIAL	N	PER	FJE	ERI	12/17/2002	12/26/2002			Yes
RB0017 INSURANCE: WORKERS' COMPENSATION	N	PER	FJE	ERI	12/17/2002	12/26/2002			Yes
RB0044 INSURANCE: DISABILITY	N	PER	FJE	ERI	12/17/2002	12/26/2002			Yes
RB0060 DIR-14 ID OF RESPONSIBILITY (TR1)	N	PER	FJE	SYS	12/17/2002	12/26/2002			Yes
RC0750 * FINAL INSPECTION DIRECTIVE 14 OF 1975	N	PER	FJE	ERI	12/17/2002	12/26/2002			
ZD0001 NO S/O ALLOWED UNTIL APT 1A LEGALIZED & LETTER DATED JAN 24, 2019 ADDRESSED TO SATISFACTION OF BC/DBC. COFO REQUIRED FOR CREATION OF NEW APT. MRZ.	T	SGN	MRZ		04/23/2019				

(+) N = Can be received by clerical staff; T = Can only be received by a plan examiner  
Some items may not be required for your specific work filing.

Enter Criteria for Required Item Display

Display Items Required Prior To:

Which Items Should Be Displayed?

- Approval
- Permit
- Signoff

- All Items
- Open Items Only

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

STATE OF NEW YORK }  
COUNTY OF NYC } SS

This is to certify that this is a true copy of a record in the custody of The Department of Buildings of the City of New York.

4/23/19 \_\_\_\_\_  
Date Certifying Officer

938

\$6000,000



St. Nicholas Ave



Buildings

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

Application Details

Estimated \$180,000.00

Total Speat



The below information does not include work types submitted in DOB NOW; use the DOB NOW Public Portal to access DOB NOW records.

JULY 11 10:00 AM

Job No: 103324653

Document: 01 OF 3

Premises: 938 ST NICHOLAS AVENUE MANHATTAN  
BIN: 1062489 Block: 2107 Lot: 20

Job Type: A2 - ALTERATION TYPE 2

<a href="#">Document Overview</a>	<a href="#">Items Required</a>	<a href="#">Virtual Job Folder</a>	<a href="#">All Permits</a>	<a href="#">Schedule B</a>
<a href="#">Fees Paid</a>	<a href="#">Forms Received</a>		<a href="#">All Comments</a>	<a href="#">Plumbing Inspections</a>
<a href="#">Crane Information</a>	<a href="#">Plan Examination</a>			
<a href="#">After Hours Variance Permits</a>				

This job is not subject to the Department's Development Challenge Process. For any issues, please contact the relevant borough office.

JOB ON HOLD

Last Action: PERMIT ISSUED - ENTIRE JOB/WORK 02/10/2004 (R)

Application approved on: 12/17/2002

Pre-Filed: 12/09/2002 Building Type: Other  
Date Filed: 12/09/2002  
Fee Structure: DEFERRED  
Review is requested under Building Code: 1968

Estimated Total Cost: \$25,000.00  
Electronically Filed: Yes PC-FILED

Job Description Comments:

1 Location Information (Filed At)

House No(s): 938 Street Name: ST NICHOLAS AVENUE  
Borough: Manhattan Block: 2107 Lot: 20 BIN: 1062489 CB No: 11:2  
Work on Floor(s): BAS 001 thru 006 Apt/Condo No(s): Zip Code: 10032

2 Applicant of Record Information

Name: JOHN CETRA  
Business Name: CETRA/RUDDY INCORPORATED Business Phone: 212-941-9801  
Business Address: 584 BROADWAY NEW YORK NY 10012 Business Fax:  
E-Mail: Mobile Telephone:  
License Number: 018861

Applicant Type:  P.E.  R.A.  Sign Hanger  R.L.A.  Other

Directive 14 Applicant

Name: JOHN CETRA Business Phone: 212-941-9801  
Business Name: CETRA/RUDDY INCORPORATED



**Buildings**

[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

**NYC Department of Buildings  
Application Details**

The following information does not include work types submitted in **DOB NOW**; use the **DOB NOW Public Portal** to access **DOB NOW** records.

[JUMP TO: Doc 2](#) [Go](#)

Premises: 938 ST NICHOLAS AVENUE MANHATTAN  
BIN: 1062489 Block: 2107 Lot: 20

Job No: 103324653

Document: 02: OF 3

Job Type: A2 - ALTERATION TYPE 2

<a href="#">Document Overview</a>	<a href="#">Items Required</a>	<a href="#">Virtual Job Folder</a>	<a href="#">All Permits</a>	<a href="#">Schedule B</a>
<a href="#">Fees Paid</a>	<a href="#">Forms Received</a>		<a href="#">All Comments</a>	<a href="#">Plumbing Inspections</a>
<a href="#">Crane Information</a>	<a href="#">Plan Examination</a>			
<a href="#">After Hours Variance Permits</a>				

This job is not subject to the Department's Development Challenge Process. For any issues, please contact the relevant borough office.

**Last Action: PERMIT ISSUED - ENTIRE JOB/WORK 02/04/2003 (R)**  
**Application approved on: 12/17/2002**

Pre-Filed: 12/09/2002 Building Type: Other  
Date Filed: 12/09/2002  
Fee Structure: DEFERRED

Estimated Total Cost: \$20,000.00  
Electronically Filed: Yes PC-FILED

[Job Description](#) [Comments](#)

**1 Location Information (Filed At)**

House No(s): 938 Street Name: ST NICHOLAS AVENUE  
Borough: Manhattan Block: 2107 Lot: 20 BIN: 1062489 CB No: 112  
Work on Floor(s): BAS 001 thru 006 Apt/Condo No(s): Zip Code: 10032

**2 Applicant of Record Information**

Name: ABRAHAM JOSELOW Business Name: ABRAHAM JOSELOW, P.E. Business Phone: 212-736-2584  
Business Address: 45 WEST 34TH STREET NEW YORK NY 10001 Business Fax:  
E-Mail: Mobile Telephone:  
License Number: 038991

Applicant Type:  P.E.  R.A.  Sign Hanger  R.L.A.  Other

**Directive 14 Applicant**

Not Provided

**Previous Applicant of Record**

Not Applicable

**3 Filing Representative**





# Buildings INTRANET

[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

## B-SCAN List of Required Items

Premises: 938 ST NICHOLAS AVENUE MANHATTAN

Job No: 103324653

BIN: 1062489 Block: 2107 Lot: 20 [View Job Notes \(0\)](#)

Job Type: A2 - ALTERATION TYPE 2

8 TOTAL ITEMS REQUIRED FOR JOB	WHO RECVD <sup>+</sup>	PRI TO	REQUIRED ID	REQUIRED DATE	RECEIVED ID	RECEIVED DATE	DATE CERTIFIED	WAIVED	AUTO POPULATED
RB0073 * PC FILED APP/OWNER SIGNED AND SEALED	T	APP	FJE	12/17/2002	FJE	12/17/2002			Yes
RA0254 DHCR DOCUMENT	T	APP	BAT	12/17/2018					Yes
RB0016 MICROFILM/SCAN: INITIAL	N	PER	FJE	12/17/2002	ERI	12/26/2002			Yes
RB0017 INSURANCE: WORKERS' COMPENSATION	N	PER	FJE	12/17/2002	ERI	12/26/2002			Yes
RB0044 INSURANCE: DISABILITY	N	PER	FJE	12/17/2002	ERI	12/26/2002			Yes
RB0060 DIR-14 ID OF RESPONSIBILITY (TR1)	N	PER	FJE	12/17/2002	SYS	12/26/2002			Yes
RC0750 * FINAL INSPECTION DIRECTIVE 14 OF 1975	N	PER	FJE	12/17/2002	ERI	12/26/2002			
ZD0001 NO S/O ALLOWED UNTIL APT 1A LEGALIZED & LETTER DATED JAN 24, 2019 ADDRESSED TO SATISFACTION OF BC/DBC. COFO REQUIRED FOR CREATION OF NEW APT. MRZ.	T	SGN	MRZ	04/23/2019					

(+) N = Can be received by clerical staff; T = Can only be received by a plan examiner  
Some items may not be required for your specific work filing.

### Enter Criteria for Required Item Display

Display Items Required Prior To:

Which Items Should Be Displayed?

- Approval
- Permit
- Signoff

- All Items
- Open Items Only

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

STATE OF NEW YORK } SS  
COUNTY OF NYC }

This is to certify that this is a true copy of a record in the custody of The Department of Buildings of the City of New York.

4/23/19 \_\_\_\_\_  
Date Certifying Officer

January 24, 2019

Mr. Carlton Burroughs  
938 Saint Nicholas Avenue  
New York City, NY 10032

**Re: 936-938 Cliffcrest HDFC  
Third Party Transfer  
Refurbishing/Renovation of  
936-938 St. Nicholas Avenue  
New York, New York 10032**

Hello Mr. Burroughs,

A review of the premises, HPD property records, and Department of Buildings filing was done for the above referenced premises for the purpose of verifying certain scope of work items included in the renovation as it relates to the HDFC shareholders ability to repay bank loans obtained for the construction. We did not conduct an exhaustive review of the Contractor Scope of Work and other contract documents (drawings, specifications, etc.) to determine the extent of completed work. Based on our review of the aforementioned documents, we have come to the following conclusions:

1. HPD records obtained ("I"-Cards) indicate the building to be a six-story building with a cellar with a total of 50 dwelling units. Two of the dwelling units are in the cellar according to the "I"-Card record.
2. Drawings for the proposed renovation were filed under an Alteration Type 2 application (No change to egress, occupancy, or use) number 103324653 to "provide partition changes, hung ceiling and new finishes as per plan". A subsequent Document 02 was also filed to "Provide plumbing changes as per plans filed". Both applications were examined and approved by the Department of Buildings Plan Examiner assigned to the application.
3. Although the "I"-Card record indicates two apartments in the cellar, a third apartment was established and represented on both the Demolition Plan D-100 and Construction Plan A-100 prepared by Architect John Cetra of Cetra/Rudy Incorporated for Alteration Type 2 application 103324653. Furthermore, the plans submitted by Cetra/Rudy Incorporated indicates Basement Plan and not Cellar as indicated on the "I"-Card record.
4. Again, the drawings filed under Alteration Type 2 application 103324653 references a Basement floor but the records from HPD indicates a Cellar. In order to establish a third dwelling unit in the cellar and change a floor designation from Cellar to Basement, an Alteration Type 1 application (change to egress, occupancy, or use) must be filed.
5. The establishment of a third dwelling unit and change to floor naming designation was not included in the Job Description (section 11) of the Pw-1 Form submitted for Alteration Type 2 application 103324653.
6. Alteration Type 2 Application 103324653 has not been completed or "signed-off" and the Letter of Completion has not been issued. The following open "Required Items" will prevent application sign-off unless addressed:
  - a. DHCR Document
  - b. Final Inspection (Directive 14)
  - c. Final Plumbing Sign-Off
  - d. Open Post Approval Amendment Document 03

We did not prepare a zoning analysis to determine if a third apartment can be established in the Cellar however, it should be noted that a third apartment may in fact be permitted due to the difference in elevation between Saint Nicholas and Edgecombe Avenues. Windows on the Edgecombe Avenue elevation, at the Cellar floor level are approximately one

story above the natural grade. The windows, fully above grade may in fact provide the proper light and air to qualify the space as an apartment. In addition, the rear portion of the Cellar at Edgecombe Avenue approximately one story above grade may qualify as a Basement. An analysis would have to be completed to determine compliance with all necessary requirements (Zoning floor area, light and air calculations, etc.) and clearly an Alteration Type I Application is required to establish this condition, not the Alteration Type II application filed.

It is our conclusion that if repayment of the loan was contingent on the completion of the work and obtaining a Certificate of Occupancy, a quagmire was created either by not filing an Alteration Type I application that would result in the issuance of a Certificate of Occupancy and/or by not obtaining the Letter of Completion for the alteration Type II. Essentially a major component required to be satisfied prior to loan repayment cannot be fulfilled. Proof of completion from the Department of buildings under the Alteration Type II application cannot be obtained until the open items are satisfied. The application has not been closed therefore, the work has essentially not been confirmed to be complete by the Department of Buildings. If a Certificate of Occupancy is required, a new application must be filed (Alteration Type I) to satisfy this requirement. Finally, the inclusion of the third apartment in the Cellar filed as part of the Alteration Type II application may constitute a misrepresentation since this work is not permitted to be filed as part of the application filed by Cetra/Rudy Incorporated.

If you require additional information regarding anything contained within this document, please feel free to contact my office.

Sincerely,

*Charles A. Schmitt*  
Charles A. Schmitt, R.A.



## Legal Letter of Complaint

From : **Homeowner**, Symonous Harris

1782 Nostrand Avenue,

Brooklyn New York 11226

Index Number : 500821/2014

Date : June 18th, 2019

**Mailing Address** : 610 East 26th, Street Brooklyn NY 11210

To : Neighborhood Housing Service

307 West 36th Street #12

New York, Nw York 10018

Re : Fraudulent foreclosure of property by Flushing Savings Bank on wrongly stated balance of \$891.19 On or about January 31st 2014 Flushing Savings Bank filed its complaint for foreclosure in this case. Flushing Savings Bank cannot accelerate the note as they have not produced it. (ie. The original note.) It also states that in the event of default the PMI or Mortgage insurance will re-imburse the lender.

Dear Sir,

I am the property owner of 1782 Nostrand Avenue since 1997 to present. I refinanced the property with Flushing Savings Bank in 2004 Loan number 1414188985. I had my loan with Flushing savings Bank for over 10 years without being in arrears.

Then after Hurricane Sandy in October, 2012 I was hounded and harrassed by a Christopher R. Roe, Senior Analyst of Port Folio Management Department from Flushing Savings Bank offering me a deferred mortgage payment. He claimed Flushing Savings Bank was offering (2) months to (12) months deferred mortgage payments to all their clients if they were directly or indirectly affected by Hurricane Sandy. In regards to this, I told him I only had a flooded boiler room and broken window from the neighbors fallen tree.

After Flushing Savings Bank coerced me and pressured me, I accepted a two months

deferred payment agreement with Christopher R. Roe. To comply to get this deferred payment I asked Mr. Roe what I need to get started and he assisted me by phone with the letter that I needed to forward to Flushing Savings Bank.

It is noted that my original agreement dated December 17th, 2012 notarized on December 20th 2012 contains the signature of Christopher R. Roe of Flushing Savings Bank.

It is further noted that I, Symonous Harris contend that my signature is a true signature contained in the notarized agreement dated December 20th 2012. However, the signature on the letter dated February 11th, 2013 is not my signature. I did not agree to a change in the agreement from (2) two months with a (6) six month pay back to (3) three months with (12) twelve months pay back. Of course this is not practical reasoning.

According to the two months deferred agreement, it was to be paid back in six equal payments over a six months period and then to return to the original mortgage agreement. I realized afterwards however, that I must have been misled because when I called Flushing Savings Bank to clarify the exact monthly payment amount which was intentionally or unintentionally not stated in the agreement, Mr. Roe could not be reached and no one in the bank knew of my deferral agreement. I got scared because the most important part, the exact monthly payment, was left out.

Eventually, I was given an exorbitant monthly payment of \$5012.62 by Flushing bank. I decided to make this payment until hopefully very soon I could get the correct amount from Christopher R. Roe. Mr Roe finally resurfaced after three months sending me an email stating that " Ms. Harris, although your mortgage is not current according to your original mortgage due date, you are current on your payment plan and in actual current standing with the bank. You have three payments left on your plan until you are fully current again." At this point I did not get to talk with him regarding the bank error of the exact payment since he had only communicated with me by email and then he was unresponsive again.

The deferral mortgage agreement by Christopher R. Roe was never fully implemented because the exact monthly payment was never stated in the written agreement. However I paid for (10) ten months, paying more than the regular monthly mortgage payment. In addition, I paid one sixth of the two months deferred payment.

Flushing Savings Bank after receiving the six months deferred mortgage payment,

never honored the agreement and return my mortgage payment to the original lower mortgage payment. Instead, they presented conflicting reports. One report saying that I failed to make payment on September 1, 2013 and the other report saying October 1, 2013.

This excess money I paid each month was never credited to my future mortgage nor was it returned to me. At the time, Flushing Savings Bank illegally put me into foreclosure in January 2014. Again, I could not get to Christopher R. Roe to talk with him. I desired to do so since he was the one who offered, created and signed the deferral agreement for two months to be paid back in six equal portions over the six months period.

I went to the bank on April 30th 2014 to get answers since I could not reach Mr Roe again and could not understand why I was put in foreclosure by Flushing Savings Bank.

At the bank I spoke with the Senior Vice President Thomas F. Ravert. I tried to find out why I was in foreclosure when I had a six months deferred payment agreement and my monthly payment with extra was paid for ten months instead of six months. Mr. Ravert, on learning that I had a two months deferral and yet paid back so much each month, seemed very shock.

Mr. Ravert in the presence of his secretary, my witness Harry Whyte & myself, promised to make the necessary correction on the mortgage and promised that he would get back to me quickly. He even complimented me on my kind behavior, where unlike other customers I didn't come to the bank to curse and quarrel. While appreciative of his kind words, hearing this made me nervous to learn that there may be other customers in the same situation as myself.

Going into Flushing Savings Bank on April 30th 2014 I learned from Mr. Ravert that "Christopher R. Roe Senior Analyst of Port Folio Management Department was not working at the bank anymore because he had made lots of mistakes with customers mortgages"

I noted at that time that Mr. Ravert seemed more interested in advising me to sell my property, remarking repeatedly at how much equity is in the property. I was also told that they, Flushing Bank, have buyers they could give me. On leaving the bank the secretary even followed me to the elevator making sure to remind me that she has suitable buyers and that I should call her in regards to such.

After the meeting with Mr Ravert and his secretary who made all the calls to me, I

never heard from him again about the agreement to correct my mortgage.

The next time I saw Thomas F. Ravert was at a mediation meeting set up by Judge Demarest, who, in court claimed that I had overpaid my mortgage. At first the bank set up a mediation meeting without me and only informed me of the meeting when they were already there with the mediator.

Mediation was supposed to be a means to resolve the case but it was railroaded by leading parties including Flusing Savings Bank's Mr. Ravert, who by all and any means possible intend to take my property. There was no court conference or accounting done as to what was owed.

The Bank showed tremendous amount of incompetence with the mortgage they handle for 1782 Nostrand Avenue and I should not be punished for their short comings.

The mediation meeting was rescheduled and included myself, Harry Whyte, and Andy Zarrazin, the bank's attorney Natalia Thomas and Thomas F. Ravert.

In the meeting to our surprise Mr. Ravert and Flushing Bank's attorney Natalia Thomas, presented a new deferred agreement that I was seeing for the first time. The new agreement must have been a doctored (3) months agreement made with part of the first signed agreement with Christopher R. Roe, as I had never seen nor signed it.

This new agreement stated that three months was to be paid back in twelve months, was not fully executed. Mr. Ravert's signature was undated and not signed before a notary or myself. This second agreement presented, again contained my forged signature. This document contained provisions contrary to the one originally signed.

#### Exhibit (B)

Affidavit of Forgery by Symcous Harris- Agreement dated February 11, 2013 was not on a Flushing Savings Bank official letter head. See copy of Apostille from Forensic Document Examiner who performed a handwriting analysis, particularly a document purporting to have a questioned signature. Copy of the incident of forgery on 1782 Nostrand Avenue Brooklyn New York 11226 that occurred on 2/11/2013 to the 67 Precinct in Brooklyn New York 11226.

#### Exhibit (C)

On May 3, 2013 I received an email from Christopher R. Roe Senior analyst stating that I only have (3) three payments left on my (2) two months agreement to be paid back in (6) six months. See copy of correspondence by Christopher R. Roe Flushing Savings Bank employee.

Exhibit (D)

I continued to make my regular Payments in accordance with the agreement.

Exhibit (E)

In October 2013 I returned to making my contractual payments because according to the email I received from Christopher R. Roe on May 3,2013 I only had (3) payments left on my agreement.

Exhibit (F)

On November 30th, 2013 I received letter stating that a balance was owed in the amount of \$891.19. It stated that payment previously submitted in the amount of \$3018.25 was credited to my account but was insufficient because the correct payment for October 1st, 2013 is \$3909.44. It stated that I needed to remit the remaining balance of \$891.19. Also, see Flushing Savings Bank mortgage statement dated February 18th, 2014 with transaction activity from August 1st, 2013 to February 18th, 2014 showing that on October 16th, 2013 Flushing Savings Bank did receive my payment from my J.P. Morgan Chase account. See 2013 yearly Mortgage statement attached and copies of checks paid to Flushing Saving Bank.

Exhibit (G)

On January 15th, 2014 I sent a check number (181) from my Chase checking account for the amount of \$891.19 to cover the alledged shortage. On January 30th, 2014 I received a letter from Flushing Savings Bank stating unfortunately they were unable to process the check as the loan is in foreclosure. The check for \$891.19 was returned to me. I was not in default with Flushing Savings Bank. I believe that it's servants and employees were guilty of predatory lending practices and unfair business practices. It would also seem as if my mortgage payments were being delayed in order for them to obtain excessive late fees.

Exhibit (H)

Flushing Savings Bank by it agents, servants and its empolyees are guilty of fraud,

deceit and deception, in attempt to steal my property located at 1782 Nostrand Avenue, Brooklyn, New York 11226. The records will show that I was up to date on my mortgage and was not in default. It is also important to note newspaper article with a complaint against Flushing Savings Bank by other borrowers-lenders protesting against Flushing Savings Bank as to unfair business and predatory practices.

Exhibit (I)

I disputed the October 1st, 2013 payment because Flushing Savings Bank was paid through my Chase Account. However Judge Carolyn E. Demarest gave the decision and order to Flushing Savings Bank on foreclosure for \$891.19.

Exhibit (J)

On January 23rd, 2014 I received letter from Flushing Savings Bank check Number 227994 for \$3018.25 stating that my loan was in foreclosure. This check was never cashed by me. When I checked the records, Flushing Savings Bank deposited the check back to their account.

Exhibit (K)

On November 2nd, 2016 my Attorney Ernest Wilson had my case adjourned until December 5th, 2016 when a Forensic Accounting report was completed by Murry Englard, Certified Public Accountant, licensed in the state of New York to determine whether signatures provided were actually mine. This would assist in saying whether I was in default in payment of mortgage to Flushing Savings Bank mortgage with number 1414188985 in the state of New York; county of Kings.

I received letter of default from Flushing Savings Bank dated October 16th 2013 even though Flushing Savings Bank received payment in the amount of \$3909.44 on October 16th 2013.

As a result of Murry Englard Forensic Examination, with a reasonable degree of accounting certainty, the report indicated that I was not in default in the installment payments due as alleged by Flushing Savings Bank pursuant to their letter dated October 16th, 2013

My Attorney Ernest Wilson then ordered a Notice of Demand for referee's hearing and the motion didn't hit the records. Also my Attorney Ernest Wilson requested that I do an affidavit in opposition to Flushing Savings Bank's demand. However this motion didn't hit the records either to show that I was not in default but for some strange

reason the Affidavit that was attached to the Forensic Accounting was used by the new assignee JY SH Double Entrende L.P. / Flushing Savings Bank in two Exhibits Document number (216 and 217)

On June 2, 2016 Aviva Francis, affirmed herein that all prior pleadings and proceeding had herein, JY SH Double Entrende L.P. (" Movant" or " JY") will move this court at 9:45 a.m. on July 6, 2016 at the Supreme Court located at 360 Adams street, Brooklyn New York, before Justice David B. Vaughan for an order substituting (JY) as the named plaintiff in this action in the place and instead of Flushing Savings Bank ("Flushing"), changing the captioned of this action to (" delete Flushing ") as plaintiff and substitute JY as plaintiff and amending all papers, pleading, and proceedings in this action to reflect JY as the name plaintiff. The new assignee was Evan Newman the new attorney for the incoming plaintiff from Newman Law, P.C. /JY SH Double Entendre L.P. is a part of Flushing Savings bank.

My Attorney Ernest Wilson when he found out that the mortgage was now assigned to Evan Newman Esq gave me a partial refund stating conflict of interest as he was friends with Evan Newman. So he could no longer represent me. On February 17th, 2017 I was taken by a friend to Audrey A. Thomas Esq to file a Civil Case against Flushing Savings Bank ET AL. in the county of Kings.

I provided Audrey A. Thomas with all the documents for the case but she also didn't effectively represent my interest. She instead put me into bankruptcy, later moving into one of my properties.

As a result Audrey A. Thomas Esq is being investigated by the grievance committee. It was reported to the Attorney General's office.

#### Exhibit (L)

On March 8th 2018 I had to file an Emergency Order to show cause but no one showed up from JY SH Double Entrende L.P. for the hearing. The clerk took the order and we were given a stay until March 27th 2018. Judge Naoch Dear for David B Vaughan declined to sign.

On December 20th 2017 the bankruptcy Judge Carla E. Craig gave Flushing Saving Bank In Rem on 1782 Nostrand Avenue and 191 Utica Avenue.

On January 8th, 2018 the successful bidder bought insurance on 1782 Nostrand Ave,

Brooklyn New York for \$1,100,000.00 on Sunday before the property was auctioned.

On March 8th 2018 1782 Nostrand Avenue was auctioned for \$1,100,000.00 with a Referee's deed. See copy of referee's deed. Exhibit (M)

I received (10) days notice to vacate possession after owning the property for over twenty years with my daycare. I have since been harassed daily by the successful bidder. During the winter there was no hot water or heat in the property. When the heat came back on a representative of the successful bidder entered the store and the apartment at the property, turning up the heat so high that the apartment was full of steam. As a result, I was unable to operate my daycare, which then denied me the opportunity to my livelihood.

I have since learned that the successful bidder is using the Building Department to eventually close the building.

cc/

Dated : July \_\_\_\_\_ 2019

Signed By : Symonous Harris \_\_\_\_\_

Notary

## LEGAL LETTER OF COMPLAINT.

FROM : Homeowner, SYMONOUS HARRIS

191B UTICA AVENUE,

BROOKLYN NY 11213

INDEX NUMBER : 503489/2015

DATE : June 18th, 2019

**Mailing Address** : 610 East 26th Street, Brooklyn NY 11210

TO : NEIGHBORHOOD HOUSING SERVICES

307 WEST 36th STREET #12

NEW YORK, NEW YORK 10018

FRAUDULENT FORECLOSURE ON MY PROPERTY BY FLUSHING SAVINGS BANK IN 2015

DEAR SIR,

On April 28th, 2008, I signed a mortgage note with Flushing Savings Bank in the sum of \$330,000.00 with loan # 1414240067 for 191B Utica Avenue, Brooklyn, New York 11213. Thereafter, I made all my monthly mortgage payments on this property.

In a letter dated May 28th, 2014, I received a letter from Flushing Savings Bank indicating that they had disbursed \$30,526.53 for water and sewer charges and as a result, my account now had a negative escrow balance. Flushing Savings Bank further indicated that they would then be assessing my account and would then provide me with a new monthly mortgage payment. See exhibit (A) copy of Flushing Savings Bank letter with escrow balance.

Without my knowledge one of the tenants in my building had stopped paying the water and sewer bill. As a result, the monthly payment kept escalating out of control. The DEP personnel were called to check the situation, and after testing it was determined that there was an underground leak, which they then fixed. The water bill stabilized and the monthly payment was normal again.

However, Flushing Savings Bank in the interim, was rejecting my tender of regular

monthly mortgage payments, and continued to add late fees and other penalties.

I was broadsided by Flushing Savings Bank's demand to pay all the money they had escrowed in one payment. After much pleadings they finally agree for me to repay the total in three (3) payments to prevent foreclosure.

Between the months of October 2014 and January 2015, I made three consecutive payments totalling the sum of \$43,763.52. It was understood then that Flushing Savings Bank would apply \$30,526.53 it claimed that been disbursed for the water bill. The balance of \$13,236.99 would be applied to my monthly mortgage that Flushing Savings Bank rejected and blocked for the months of October 2014 to January 2015. The four months mortgage totalled 4 x \$2,548.25 = \$10,193.00.

After making this \$43,774.99 to Flushing Savings Bank I never received a break down as to the disbursement of these payments. After Flushing Savings Bank failed to apply the money paid for the mortgage they started to threaten me with foreclosure again if I failed to make the same four (4) months payment that were already paid.

It appears however that Flushing Savings Bank mis-applied this bulk sum of payment that I made to the correct respective accounts.

To date, Flushing Savings Bank after numerous requests for an updated accounting of the funds paid never gave me one. I have repeatedly requested a payoff statement from Flushing Savings Bank, which I never got.

Additionally, I was notified by my attorneys on another fraudulent case with Flushing Savings Bank that it is alleged that Flushing Savings Bank had motion papers to foreclose that on April 25th, 2008, I obtained a loan from Golden First mortgage group ( "Golden First ") in the sum of (\$44,965.53) and covering the same Utica Avenue property. Purportedly this loan was for (1) one year, had no monthly payment and had a baloon payment of (\$48,562.77).

I received no monthly statements, or payment demand or other indication of an outstanding debt owed to Golden First Mortgage Corp. I likewise made no monthly payments to Golden First Mortgage Corp for this mystery loan. After my only loan with Flushing Savings Bank I never took a loan from any bank or any other source.

During this period two phantom liens showed up on my property, one for (\$100,000.00) One Hundred Thousand dollars. The other for (\$3,000,000.00) Three Million dollars. I demanded clearance documents from these companies, and was able

to remove these two latter liens.

I have since learned that Golden First has a dubious record of engaging in mortgage fraud. More recently, Golden First Mortgage Corp was sued by the United States Government. To settle the lawsuit, Golden First admitted, acknowledged and accepted responsibility for various forms of mortgage fraud going back to as far as 1989. It agreed to a \$36,000,000 judgment, and its owner was fined \$300,000 and the company was permanently banned from doing business with the United States Government. More importantly, this fraudulent loan is currently being investigated by a specialized fraud unit of the New York City Police department.

It is against this backdrop that this court must view Flushing Saving Bank motion to seek appointment of a referee. Flushing Savings Bank has acted in bad faith throughout my dealing with the company. They have fraudulently foreclosed on two of my properties in attempt to steal my equity. Flushing Saving Bank alledgely have been getting help in the closets and under the table to gainvictory over their clients and steal their equity and their life.

This is a relatively ( " Young ") Case; but Flushing Saving Bank have a strong hold on the court systems they seem to get motions signed without any hearings, no discovery or settlement conference has taken place thus far. Flushing Savings Bank motion to appoint a referee to compute the amount owed and ultimately sell my property confirms that Flushing Savings Bank has and continues to act in bad faith towards me.

I have tried to save my hard earned investment by upkeeping the property so that it is rentable, yet Flushing Savings Bank fraudulently foreclosed and issued a referee's deed. After owing this property for over ten years Flushing savings Bank, assigned my property to Avenue Road LLC. a shell company own by Evan M. Newman's Esq. law firm who is alleged to be a partner of Flushing Savings Bank.

In mid June 2015 I hired Arthur A. Edwards Esq. to help me with foreclosure on my other property, 1782 Nostrand Avenue vs Flushing Savings Bank in the Supreme Court under the Index number 500821/14.

After Edwards' first appearance on June 24th, 2015 in the foreclosure of that property, Flushing Savings Bank's attorney, Natalia Thomas, advised him of pendency on another property that I own. She told Edwards that she had a motion of default judgment and the appointment of a referee pending before the court, for which I was never served any papers for foreclosure.

My attorney then consulted with me, and I told him that I was never served with a foreclosure motion. At the request of my attorney, and against Flushing Savings Bank objection, the court graciously extended the time for my attorney to file an answer. Regarding the need to address Flushing Savings Bank motion for the default judgment, the Judge also extended the time for my attorney to file papers in opposition to Flushing Savings Bank motion. At the time the Judge didn't rule on Flushing Saving Bank motion filed.

Upon review of the case filed, I had my attorney do an affirmation in opposition to Flushing Savings Bank to amend the caption and a default judgment against all non-appearing defenders.

As a preliminary matter, it should be noted that the court on October 15th, 2015 did a short form order that required that I file opposition papers to Flushing savings Bank motion for appointment of a receiver by October 15th, 2015. The order however appears to be in error, since upon closer review of Flushing Savings Bank motion papers it is plain that Flushing Savings Bank is limited to the appointment of a referee and not a receiver. Moreover, no long form order for the appointment of a receiver was annexed to Flushing Savings Bank motion papers.

At the outset, it is respectfully submitted that Flushing Savings Bank for the appointment of a referee is fraudulent. At the time Flushing Savings Bank filed its motion, I had not filed an answer and Flushing Savings Bank presumably filed the instant motion as an indirect request for default judgment against me. The Judge granted me time to file a late answer on October 15th, 2015 which I did. My answer contained several affirmative defenses and viable counter claims.

Rather than grant Flushing savings Bank premature motion, the Judge respectfully submitted this matter down for a foreclosure settlement conference. This is the mechanism that the New York state legislature arranged in its wisdom to resolve the foreclosure crisis. A court- mandated or a lender initiated interal modification review has ever been completed.

In the bankruptcy case # 17-44247 under Justice Carla E. Craig on December 20th 2017 the Judge's order granting motion vacating the Automatic stay against JY SH Double Entendre LP and Avenue Road LLC so that they could continue with the foreclosure of both properties ("In Rem") and that the sale shall not occur before February 28th 2018.

On January 3rd 2018 Flushing Savings Bank submitted an ammended order whereas, Avenue Road LLC ("ARL" ) moved this court by Notice Of Motion with the accompanying Affirmation of Aviva Francis dated June 2nd 2016 the motion for order substituting Avenue Road LLC as the name plaintiff in this action in place of Flushing Saving Bank ( " Flushing "), changing the caption of this action to delete Flushing as plaintiff and substituting Avenue Road LLC. as plaintiff and amending all papers, pleadings, and proceedings in this action to reflect ARL, as the name plaintiff; this motion was granted on July 11th 2017 I was never apprise of the motion.

This property was under chapter 11 Bankruptcy stay until February 28th 2018. While under chapter 11 Bankruptcy stay Flushing Savings Bank/ Avenue Road LLC without informing us illegally did an amendment of foreclosure and sale on January 3rd, 2018.

On January 8th 2018 amended judgment of foreclosure and sale the courts on September 6th 2017 order granting judgment of foreclosure and sale is hereby vacated as it was issued during a bankruptcy stay signed by Judge Mark I. Partnow.

On March 8th, 2018 I filed Emergency Order to Show Cause but no one from Avenue Road LLC / Flushing Savings Bank showed up. The referee Simon Shamoun Esq / Aviva Francis Esq from Avenue Road LLC auctioned 191B Utica Avenue Brooklyn NY 11213.

Flushing Savings Bank / Avenue Road LLC conducted a sale on 191B utica Avenue on March 8th 2018 while under a stay by referee Simon Shamound to Nisan Badalov for \$680,000.00 plus interest.

The buyer Mr. Nisan Badalov claimed that he bought the property since 2017, while I was under a stay in bankruptcy. Without having a deed, Mr. Nisan Badalov has been harrassing the tenants for overdue rent for over a year.

Flushing Savings Bank / Avenue Road LLC and their buyer Nisan Badalov are constant visitors to the tenants at 191B Utica Avenue telling tenants not to pay their rent to me, Symonous Harris. They have informed the tenants that they are the new owners. The tenants asked to see their deed and they told them that their name was not on the deed yet.

While under a stay we were never notified of a Firm Name Change and Address from Newman Law, P.C. to Jacobowitz Newman Tversky LLP with address at 377 Pearsall Avenue, suite C Cedarhurst, New York 11516.

On March 27th 2018 we were in court for a hearing but Flushing Savings Bank /

Avenue Road LLC again did not show up but sent a letter to the Judge Partnow withdrawing the motion for requesting foreclosure and sale on 191B Utica Avenue because secretly the property was already auctioned on March 8th, 2018, while I was under a stay and in Bankruptcy.

Presently they have been trying to use HPD violations to flush the tenant out of the property so that they can occupy the property.

Dated: July \_\_\_\_\_ 20 19

Signature : Symonous Harris

Notary

## LEGAL LETTER OF COMPLAINT

**From : Homeowner, Symonous Harris**

18 Raleigh Place,

Brooklyn New York 11226

To : Neighborhood Housing Services

307 West 36th Street # 12

NEW YORK, NEW YORK 10018

INDEX NUMBER :20269/2009

June 18th, 2019

**Mailing Address :** 610 East 26th, Street Brooklyn NY 11210

Re : Fraudulent Foreclosure of home located at 18 Raleigh Place, Brooklyn NY. Invalid foreclosure action brought by foreclosing parties. Assignment made approximately 3 years after economic transfer into indentified trust without supporting detail by assignee employee posing as a representative of assignor without disclosure of working in interests of the assignee, and without the attorney signing document representing both assignor and assignee as required. The certified forensic loan auditors recommends immediate recession of documents for rightful foreclosure to proceed; and production and review of all purchase documents and then notarized note endorsements among all revelant parties.

Judge also challenge Bank's attorney to show proof of how they obtained mortgage note whether by assignment or physical delivery. My attorney team up with the bank and removed case to another Judge who behind closed doors and no hearing gave them foreclosure and sale.

Dear Sir,

I, am homeowner Symonous Harris, I am writing this very urgent legal complaint about my home at 18 Raleigh Place, Brooklyn, NY, 11226. There are various entities involved in this transaction such as Wells Fargo Bank, N.A. DBA America's Servicing Company, Mortgage Electronic Registration Systems, Inc ("MERS") BNC Mortgage, INC



etc.

I have been a single mother owner of 18 Raleigh Place, Brooklyn, New York, 11226 since I purchased it on April 18, 1991. About 2007-2009, I noticed that the mortgage payments kept ballooning out of control. The servicers were also changing frequently which at times caused my mortgage payments to be made to the wrong servicers. I got tired of going to Hud councillors to remedy the situation for as soon as they did, the mortgage payment was changed or ballooned to the original payment. About August 11, 2009, the bank started illegal foreclosure on my home by filing a summons and complaint with the Kings County Clerks office.

The Bank made several attempts to move the court for entry of default judgment and default order of reference. Each of these attempts were withdrawn or denied due to counsels negligence in reviewing the papers submitted to the court.

The first application was made on December 11, 2009. A motion by the plaintiff's prior counsel, the Law Office of (" Stephen J. Baum, P.C. ") who was sued by the Federal Government. This motion was withdrawn on November 19, 2010 via letter. The plaintiff failed to offer any explanation for its withdrawal of that December 2009 motion.

During the December 2009 hearing the bank sought to rely upon an assignment of mortgage executed by (" Elpiniki M. Bechakas ") one of the most notorious Robo signers under the employment of the now defunct (" Stephen J. Baum, P.C.")

Stephen J. Baum's New York foreclosure law firm has attracted lawsuits and in addition was fined for its actions during the housing crisis, with one judge likening its conduct to something out of the twilight zone.

The plaintiff still failed to address this glaring defect and instead attempted to rely entirely upon the alleged transfer of note to establish its claim to my mortgage. I submitted opposition to the motion on January 2014 because the plaintiff lacked standing due to defective assignment of mortgage and fraudulent documents that were submitted for the sake of commencing a wrongful foreclosure action against my property.

Here the mortgage was subsequently assigned to U.S. Bank National Association, As Trustee for the Structured Asset Investment Loan Trust, 2006-BNC3 from "MERS" (Mortgage Electronic Registration Systems, Inc) as nominee for BNC Mortgage, Inc on July 14, 2009.

This assignment was filed with the Kings County Clerk on August 10, 2009, one day before the commencement of this action. Furthermore the assignment of the mortgage didn't mention the subject note.

Once again the documents submitted by plaintiff in support of this proceeding are fraudulent as according to the trust agreement the closing date for the trust was August 25, 2006. The promissory note in this case became trust property in compliance with the requirement set forth. The trust agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject trust are governed under the law. In view of the foregoing, the assignment of mortgage executed after the trust's closing date would be a void act for the simple reason that it violates the express terms of the trust instrument.

The loan was originally made to BNC Mortgage INC, and was sold and transferred to Structured Asset Investment Loan Trust 2006 BNC3. There is no record of assignment to either the Sponsor or Depositor as required by the Pooling and Servicing agreement.

This would be considered invalid foreclosure actions brought by foreclosing parties as noted in the Certified Forensic Loan Auditors Report. This assignment was made approximately (3) years after economic transfer into an identified trust without supporting detail by assignee employee posing as a representative or assignor without disclosure of working in interest of Assignee, and without the Attorney signing documents representing both assignor and assignee as required. In the Certified Forensic Report the examiner recommended immediate rescission of all documents for rightful foreclosure to proceed; and production of all purchase documents and the notarized note among all relevant.

The courts also found that the assignment from MERS to plaintiff had no right or authority to assign the mortgage or the note. Also the assignment was signed by ("Elpiniki M. Bechakas") in the office of ("Stephen J. Baum, P.C.") a firm whose attorneys routinely and improperly signed mortgage assignments claiming to be officers of MERS. This practice was barred by settlement agreement and the firm signed with the U. S. Attorney's Office of the Southern District in October 2011.

This case was led by the Hon. Wavny Toussait, who denied plaintiff motion for an order of reference because plaintiff was unable to demonstrate how it came into possession of the note. The affidavit submitted only stated that the plaintiff had possession as of October 5, 2006, and the plaintiff was not able to show how the documents were obtained, whether by assignment of physical delivery or some other

means.

The law firm representing my case was Schuziano & Associates, LLC, but junior attorney Stephen Ashem, who worked under Nicholas P. Schuziano and his office, was directly assigned to my case. Attorney Ashem did a remarkable job.

At this point Attorney Ashem was getting the case thrown out because the bank couldn't show the Judge how they came by the note or assignment.

Shockingly Stephen Ashem, without my knowledge was removed from my case after Attorney Nicholas P. Schuziano started demanding that I give him (1/3) one third of the market price of the property value. At this time the case was still in litigation and I was unable to get a loan on the property to pay. Attorney Nicholas P. Schuziano then turncoat on my case and started working for the bank without my knowledge. He made agreements with the bank, to remove the case from Judge Wavny Toussaint because the bank's attorney could not tell the Judge how they got the note.

After my turncoat, Attorney Nicholas P. Schuziano skipped approximately three hearings with Judge Toussaint. I went to court for all three of these hearings and each time Attorney Schuziano did not show up, he also did not notify me that the case was rescheduled. I finally realized by my through enquiries that the bank's attorney Frenkel, Lambert, weiss, weisman and Gordon, LLP and my attorney Schuziano transferred my case to Judge Mark I. Partnow.

Under Mark I. Partnow a hearing was set for March 1st, 2016. On this date there was no hearing. When my case was called Judge Partnow, the bank's attorney and my attorney went into a private room to have their hearing, they ruled behind closed doors out of sight and out of my hearing.

I was shocked and speechless at this conduct. How could the judge have a private hearing about my case, about my property, but exclude me?

Immediately before the March 1st, 2016 foreclosure and sale with Mark I. Partnow, my attorney Nicholas P. Schuziano allowed the bank's attorney to inject a frivolous motion. Here the bank's attorney went back to the beginning of the case and entered a motion for default judgment, thus waving the previous Judge's important question to show how they obtain the assignment of the mortgage.

Here again my attorney, Nicholas P. Schuziano, never contested the bank's motion knowing that I was never initially personally served this motion by the bank.

According to the ruling Judge Mark Partnow said the plaintiff's motion for leave to enter a default judgment was granted. In support of its motion, the movant submitted proof of service of the Summons & Complaint, proof of the facts constituting the claim, and proof of my default in appearing or answering. In opposition, my contention that the plaintiff lacked standing was waived.

I told Mr. Schuziano Esq about not hearing my case in open court. He explained that it was not in his control whether the judge chose to hear the motion from the bench or in private chambers. He also agreed that it would be better if the judge had held the hearing in open court and then agreed that the judge was unreasonable in making his decision. He tried to cover his part in this hearing by suggesting that I write a letter to the Administrative Judge and complain that Justice Partnow did not hear my motion in open court. He also suggested that on the record it creates suspicion and a problem for the public.

My attorney advised me that even the bank's attorney said that the Judge should have denied his papers because he correctly pointed out that an affidavit was missing, he told me that I have a right to appeal and would probably win on points.

After all the years of working on my case I found it interesting that he was now only providing helpful information. He told me that he was willing to submit a motion requesting that I be allowed to file late answer, and he was requesting proof of residence for me and my daughter. He explained that I needed proof from years ago so that he could request relief under a different statute number. He claimed that I could file a motion to reargue, since I could make the argument that the judge missed the point of his argument which led to the wrong decision.

In essence for Judge Partnow to prosecute from the bench is judicial misconduct. Please see copy of the March 1, 2016 decision by the Judge, where he waived plaintiff's lack of standing.

On December 6, 2018 my property was illegally auctioned as I was never served any legal paperwork. After the auction I complained of this. On Saturday, December 8, approximately 4 :30 P.M. a servicer came to the property on Raleigh Place and taped the attached notice of sale on my front door. I learn about the auction on December 6, 2018 when two (2) persons called requesting that I sell the property to them.

Please see copy of letter attorney Nicholas P. Scunziano signed requesting 33.3% of the fair market price of my property.

Please see copies of summary :

- (a) Notice of Summons August 10,2009
- (b) Notice of Pendency August 11, 2009
- (c) Plaintiff's motion for order of reference adjourned to May 21, 2014
- (d) Plaintiff's motion for order of reference adjourned to July 16,2014
- (e) Plaintiff's motion adjourned until September 3, 2014 for plaintiff to submit reply papers.
- (f) Plaintiff'S motion for an order of reference is denied, plaintiff was unable to demonstrate how it came in possession of the note, the affidavit submitted only states that plaintiff had possession as of October 5, 2006 but how the document was obtained, whether by assignment or physical delivery or some other means was never given to the Judge Wavy Toussaint.
- (g) See copy of my Attorney Steven Ashem affirmation in opposition to motion for order of reference.
- (h) See copy of my Attorney Nicholas P. Scunziano affirmation in opposition to plaintiff's motion for order of reference.
- (i) Letter to change Attorney
- (j) Letter from my Attorney Nicholas P. Scunziano requesting 33.3% if the mortgage is discharged.
- (k) On March 1,2016 Judge Mark I. Partnow ruled that the plaintiff's motion for leave to enter a default granted, plaintiff's lacks standing was waived, this shows that the judge was testifying for the plaintiff. In essence prosecuting from the bench, this is judicial misconduct. See copy of his ruling on March 1,2016
- (l) See copy of plaintiff's notice of entry.
- (m) See copy of letter discharging my attorney Nicholas P. Scunziano Esq who without notifying us was working for the bank.
- (n) Copy of e-mail received from Nicholas P. Scunziano Esq.
- (o) Copy of the itenary from the court, the foreclosure never hit the records, plus I was

never served, on December 6, 2018 my property was auction unknown to me I complained about not being served and the bank using unclean hands on the case. On December 8,2018 at about 4 :30 P.M. a young black servicer came to Raleigh Place and taped the notice of sale on my front door with two telephone numbers.

(p) Please see copy of Certified Forensic Loan auditors to prove that the bank illegally foreclosure on my property.

(q) It is very important to note that in event that the loan was sold, pooled and turned into security, such event would indicate that the alledged holder can no longer claim that it is a real party of interest, as the original lender has been paid in full.

(r) Further said, once the note was converted into stock, or stock equivalent, that event would indicate that the note is no longer a note. If both the note and the stock, or stock equivalent, exist at the same time, that is known os double dipping. Double dipping is a form of securities fraud.

(s) Once a loan has been securitized, which the aforementioned loan may have been done many times, that event would indicate that the loan forever loses it security component ( i. e., the mortgage is for ever lost. There is no evidence on record to indicate that the mortgage was ever transfered concurrently with the purported legal transfer of the note, such that the mortgage and the note has been irrevacably seperated, thus making a nullity out of the purported security in a property as claimed.

The Certified Forensic Loan Auditors found that they hid the legal SEC filings, governing the transaction according to their findings. But to be controlled by the SEC filings, the true original loan note and mortgage had to be provided by document custodian certified to have been in possession of them on or about August 25, 2006. Because it was not, the claim of ownership by the trust cannot be substantiated and the loan servicing rights are not established at law by agreement. The Certified Forensic Examiner who supplies this report as a written testimony is available for oral testimony.

The loan was made to BNC Mortgage, INC and was sold and transfered to Structured Asset Investment loan Trust 2006- BNC3. There is no record of assignment to either the sponsor or depositor as required by the pooling and servicing agreement.

It is very important to note that invalid foreclosure actions brought by foreclosing parties as noted in the body of the report prepared by the Forensic Auditors, assignment made approximately (3) years after economic transfer into identified trust without supporting details by assignee employee posing as a representative of assignor

without the Attorney signing document representing both Assignor and Assignee as required.

The Forensic Examiner Recommends immediate rescission of documents and the notarized note endorsements among all relevant parties.

**CC /**

Dated : \_\_\_\_\_ Name : Symonous Harris

Signature \_\_\_\_\_

Notary

DOCKET 1:10-CR-00196-PGG-I case 15m99 1717  
**AFFIDAVIT AND NOTICE OF SUIT \$100,000,000**

Case 1:19-42014-CEX index 23202/8  
**CRIMINAL CHARGES** index 116168/01  
index 706/06 index 671102169 index 67108116 index 67109216

FROM: MR. W TEXT TO MORTGAGE FRAUD TEAM WORKER 6/22/2019 WITNESSED LET THIS NOTICE SERVE  
DATE: 6/17/2019 ENTERING 1991 ON 6/17/2019 and 6/21/2019 TO THE CRIMINAL INVESTIGATION

14 YEARS OF RASICT MORTGAGE FRAUD AND CORRUPTION 5 ARESSTED AND MORE WILL BE T.P.T NEED TO END NOW A.G VOTE NO 6/17/19  
TO: MORTGAGE FRAUD TEAM THE WORKER ENTERING MY HOUSE 1991 BERGEN ST ET, AL  
RE: ILLEGAL ENTERING AND STOP FURTHER ILLEGAL ENTERING OF 1991 ST BERGEN BK N.Y.  
RE: ON THE GROUNDS OF CRIMINAL CHARGE VIOLATION MORTGAGE FRAUD WOKER STAYED HE  
CAME ON BEHALF OF THE MARSHAL TO TAKE PICTURES A---la MARSHAL WORKER STATED THEY D  
NOT SEND HIM TO CALL THE COPS ON HIM ON 6/18/2019 LYING STATING HE WAS FROM THE  
MARSHAL IS A CRIME. IF THE WORKER ILLEGALLY ENTERS MY HOUSE AGAIN HE AND PARTNER AND COMPANY WILL BE NAMED.

RE: ON THE GROUNDS OF CRIMINAL CHARGE violation of judge K S. S court order. Last warning to not be part  
RE: ON THE GROUNDS OF CRIMINAL CHARGE violation of judge K S. S court order. Of federal charges to the  
RE: ON THE GROUNDS OF CRIMINAL CHARGE violation of judge K S.S 4/20/2007 worker illegally entering  
RE: ON THE GROUNDS OF CRIMINAL CHARGE ADDING and ABETTING a racist mortgage fraud member N. M.  
RE: ON THE GROUNDS OF CRIMINAL CHARGE law 18 us code\_241-conspiracy against rights|us law|LII/ mortgage  
fraud. RE: ON THE GROUNDS OF CRIMINAL CHARGE violation of judge k s. s court ORDER MORTGAGE FRAUD 4/20/2007  
RE: ON THE GROUNDS OF CRIMINAL CHARGE violation of court order foreclosed against N.M 4/9/2008

Anyone removing this information off the door of 1991 Bergen st put on the door by Mr. W and recorded by Mr.W a  
put AROUND THE LOCK AND CHIAN by Mr. W and recorded by Mr. W of 1991 Bergen st person or persons recorded  
camera on the block removing this information is tapering with TRUE owner notice of court orders is a crime.  
ALL COURT ORDERS ON THE BEHALF OF N.M AND ELAT ARE MUTE THEY VIOLATE SUPREME ORDERS BY K S. S BY LAW CPLR 5015 (3)(4)(5)

CC. THIS LETTER IS AROUND THE LOCK REMOVING TO  
D.A ERIC.G ILLGALLY ENTER IS A VOILATION OF THE ORDERS AND A CRIME AND ALL  
A.G LITSHA.J INVOLVED WILL BE CHARGED WITH ABOVE CRIMINAL CHARGES.  
I TEAM CHANNEL 4 NOTE: OF FINAL JUDGMENT VIOLATION OF K S. S COURT ORDER OF MORTGAGE FRAUD N.M AND EL,AT 4/20/2007

NOTICE: OF ARESST BY F.B.I OF LAWYER, BUYER AND HIS PARTNER BY F.B.I. 5/15/2015  
NOTICE: OF FAX TO LAWYER, N. M. AND LETTER FROM BUYER TO STOP SALE 8/8/2014.  
NOTICE: OF ARREST BY D.O.J OF LAWYER E.K MORTGAGE FRAUD 7/7/2010.  
NOTICE: OF SUPREME COURT ORDER FORCLOSER AGAINST N.M 8/22/2014.  
NOTICE: OF FEDERAL COURT ORDER VOILATION OF STAY BY MARSHAL V.B 6/3/2019.  
NOTICE: OF SUPREME COURT JUDGEMENT MORTGAGE FRAUD AGAINST N.M 7/18/2001  
ALL NOTICE: ARE ON THE DOOR THIS LETTER IS AROUND THE LOCK RECORDED 6/26/19.  
GOVERNMENT LIST OF 9 OFFICES AND CHANNEL 4 IS ON DOOR WITH N.Y.C  
MAYOR DE BLASIO AND BROOKLYN PRESIDENT ERIC ADAMS OFFICES. (33

## **New York City Council**

**Monday, July 22<sup>nd</sup>, 2019 – Committee on Oversight and Investigation – Talking Stock: A look into the Third-Party Transfer Program in Modern Day New York.**

**Testimony prepared by Theo Chino, 640 Riverside Drive Resident.**

My name is Theo Chino, and I am a third-generation resident at 640 Riverside Drive. 640 and 644 Riverside Drive are two buildings that entered into the TPT program in 2003.

The employees of our building are 32BJ, and our supers live on-premise. From 2003 to 2019, I was an on and off a member of the Tenant Association. My task was to comb through the monthly management reports.

City Limits in 2000 wrote that "the two big apartment buildings have been a laboratory for real estate disaster."

Our Sponsor, UHAB, have used every trick to hide their incompetence. The tenants are too difficult, the tenants are not cohesive, the tenants are not united, the tenants are not listening.

In 16 years, we have been blamed for everything. Yes! We are challenging but not unreasonable.

For 30 years before UHAB came into the picture, we have lived and band together to make the best of our community. Three minutes is really too short to go over 17 years' worth of lies.

**This is about HPD and its total lack of oversight over the TPT program.**

We approached our Councilman Mark Levine on his first day. He had all the details, and he knew exactly what the situation was but has done nothing except lip service. He should have known that something was amiss with HPD and could have launched an investigation long time ago.

Instead, it took HPD literally stealing buildings from rightfully owners for something to happen.

In July 2018, the lack of oversight was so blatantly apparent because we notified our sponsor and HPD that one of the board members (and previous president) was renting his unit on Airbnb and nothing happened.

Our sponsor claimed that we were losing money. However, the management reports did not show that. Either UHAB was giving us false management reports or UHAB is unable to decipher their own statements. Either way, they are lying.

It is true that in 2003, we were burning over \$20,000 a month and that the rent collection did not enable us to manage the building effectively. This was not due because of the rent roll but simply that we were in various rent strikes.

UHAB and HPD always refused to sit down and go over the line item of those maintenance reports. They always claimed that the building was losing money even though the reports said otherwise.

In 2013, the "640 Riverside Drive TA" sent 41 questions to HPD. We are still waiting for an answer.

How many hard-working New Yorkers that invested in HDFC apartment coming out the TPT program have lost their investment? How many HDFC buildings are in foreclosure today and returning to the TPT program?

If the Council genuinely want to investigate the TPT program, I am available to lead or participate in any investigative committee the Council would like to form to answer those question.

The links to all the documents are available on my twitter feed.

<https://twitter.com/theochino/status/1013987836188557312>

I am available to take any question.

Thank you.

## HPD Pre-Closing Opportunity

### Questions, Comments & Recommendations

*Emailed & Postmarked June 15, 2018 (HPD deadline)*

Dear HPD Partners,

We appreciate the opportunity to express new concerns and pursue answers to questions left unanswered. Many issues have yet to be addressed, or have not been addressed satisfactorily.

Before we will be comfortable moving forward, we're asking for a comprehensive response to these questions, in writing, within a reasonable time frame, prior to closing and allowing for additional dialogue.

Please understand this is not a comprehensive list. The short deadline we were given to reply, the speed at which the program is moving, the amount of information required to be reviewed, and the fact that we have not had the time to secure an attorney to represent the best interests of our tenants, makes that impossible.

The list below is not in order of priority.

#### Regulatory Agreement, Organizing and Closing

1. We would like to have the opportunity to choose our own managing company and monitoring agent. As well, we would like to have additional votes at the table so that it is a more balanced representation and/or be allowed to choose an outside objective participant.
2. What are our options in the event the closing does not happen and UHAB chooses to sell the building? If sold to another entity would there be MCI restraints by law?

#### Finances

3. There is conflicting information about what determines restructured rents. Is it based on average medium income of the neighborhood or income of building residents? If it is based on building income, there aren't enough household surveys that have been received to arrive at restructured rents. For the first time we're hearing that rent restructuring is determined by the annual maintenance expenses and as determined by the CPC. Why and what has changed? Rent restructuring has nothing to do with income of tenants as per UHAB.
4. How does SOW enter into the re-structuring of rent?

5. Will our empty units no longer be sold to “outsiders” to assist in our debt repayment? If not, why not and how is this good for our long term viability?
6. Mortgage Schedule – we need a mortgage schedule and detailed financial projections on the long-term viability of the project.

#### SOW and Architectural Plans

7. We had an agreement that the SOW would be discussed and reviewed by the Board, TA, and Construction Committee prior to any final copy being sent to HPD/DACE. We request a meeting asap to be able to sit down and discuss the current SOW and provide feedback.
8. There appears to be incorrect zoning on the architectural plans including apt sizes. Several discrepancies in room sizes and actual layouts. What factors are being used to arrive at apartment sizes?
9. The individual apartment layouts/design PDF were never provided, as agreed to. Corrected ones would be helpful.
10. Floor plans are generally inaccurate. We were told each apt would get a copy of/pdf of their unit. And that discussions would follow.
11. We request as part of the rehab process there be a review of management reports and follow up discussion with tenants re unresolved and hidden issues, including mold remediation.
12. Will tenants be allowed to view their renovated permanent apt before returning and review the Punch List with the architect? We were previously told this would be the case. If there are issues, what will the process be for repairs and corrections?
13. Most resident attendees are unhappy with having their walls laminated with sheetrock and want to maintain plaster walls. The board raised concern over this years ago and received no push back from UHAB or MDG at the time. For this to become an issue at the last minute is concerning as the process and cost was surely understood at the time and no warning bells were sounded. UHAB agreed to ask MDG for clarity on whether there is any possibility to preserve the walls/moldings and if so, how much might it cost. What was the result of this discussion? Actual numbers? We have observed apartments that were sheet rocked six years ago that are now in disrepair. This is not the type of construction we have waited for. More discussion is needed.
14. Early on we were told by MDG and UHAB informed us that it was acceptable to have tunneling instead of sheetrock. In addition, Brent Sharman, said he would take a poll of the tenants to see what the priorities were.
15. MDG was promoted as being creative with cost savings and tailoring renovations in a practical manner. We would like that conversation to continue. If we can save in one area and use the monies elsewhere where there are TA priorities.
16. With that in mind, there are additional funds that could be used to support construction preferences: CITGO funds that were never used and should

- therefore be available now; and, the almost \$15,000 in additional funds that HPD approved for us to hire a construction consultant. If one is not hired, theoretically, we could use those funds as well.
17. Tenants are not happy with dropped ceilings. We previously asked if sprinklers could be installed on a wall instead of ceiling so that a drop ceiling would be unnecessary. If dropped ceilings become a necessity isn't there a way to drop the ceiling less? Some tenants would be satisfied with exposed sprinklers.
  18. Plumbing - SOW calls for all branch piping and all waste stacks to be replaced, but to retain the existing hot and cold feed risers because upon inspection they are in good condition and were replaced about 20 years ago. The TA disagrees and wants the hot and cold feed risers replaced. [Something we were assured of]. Repairs in the risers has been piece meal and we want assurances of copper piping and age of piping/installation. What would be the guarantees on this work? If risers bust/leak, is that covered in the warranty since the work is not being performed?
  19. Residents asked if there might be an individual tenant option to leave the sprinkler pipe exposed (with no drop ceiling), and UHAB/MDG said this could be considered. MDG cautioned that the drop ceiling protects the sprinkler housing and therefore would be a concern if it is left exposed. What is the final word? There are thousands of lofts, etcetera, that have exposed sprinklers. What will happen if it is left exposed? Is this a realistic concern?
  20. What exact repairs will be covered by the co-op and what type of repairs would be required to be paid for by a shareholder? Is the warranty different for building wide renovations vs. apartment renovations?
  21. What is the minimum rehab required by law? Is there such a thing and if so, does our rehab plan exceed these requirements?
  22. Has HPD approved the brick to brick installation of windows?
  23. Mock up should show more than it currently does. When will there be opportunities for there to be consensus on the materials used for cabinets, tiles, etcetera?
  24. If a tenant believes that their floors are fine will contractor leave them alone?
  25. Is there an issue with tenants being allowed to retain certain items ie: disabled tubs etcetera, things that won't affect the construction process?

### Relocations

26. The board has requested a copy of the current spreadsheet documenting apartment sizes, household composition and permanent and relocation apartment units.
27. We expect a Relocation Committee comprised of tenants to be involved in the process. The process should be open and transparent. This committee was to have been formed before now.
28. We have not received the requested records of the history of exterminations (in particular for bed bug infestation) for the past few years,

pre-relocation, for both buildings. Though we are happy to learn that some exterminations will now take place pre-relocation.

29. What is the process for under-housed tenants who would like to move to a larger unit? And, is it possible to determine this prior to relocations? What are the mitigating factors to be considered?
30. Are the empty/relocation units in 644 being purchased by UHAB for relocation purposes? Are they being purchased at "outsider" rates?

### Trainings

31. What are the regulations regarding the trainings we will receive? What is the timeline? What trainings should we have had at this juncture? Some of us understood that several trainings should have been conducted already, in advance of closing.
32. Online training videos would be helpful as well as handouts for all households for each training. Not all tenants can participate in person.
33. What percentage of households must attend trainings and how many are there?

### Affordability and Programs

34. Regarding Information on Section 8, DRIE, SCRIE - What are the differences between being a shareholder, DRIE or SCRIE recipient, Section 8 approved and remaining Rent Stabilized? UHAB has been asked to provide this information repeatedly. Evelyn/HPD publicly assured our tenants that these questions would be thoroughly answered. Each tenant should understand the differences in these programs, the qualifications, the documentation required for each and the rules and regulations. A readable chart laying out all the details is what would be most helpful. Tenants cannot make an informed decision about how to proceed, what they can afford and whether or not to become a shareholder or remain rent stabilized if these questions are not thoroughly answered. We need a list of the requirements and restrictions for each program. Are bank statements, taxes, savings accounts, property ownership records, etcetera, required? Property outside 100 miles of the city is allowed for shareholders. Is this true for others? Is income really the only consideration in terms of finances?
35. Section 8 qualifications: Some material indicates that Section 8 qualifications include, among other things, a cap on any bank assets or other types of assets, no property owned elsewhere, no ability to become a shareholder if not in the first "special" round. Section 8 with NYCHA, HPD Section 8, or HUD can vary. We should be very clear about all of this and familiar with the fine print. In other words, interpreting the issues as primarily being one of income, does not seem to be the full picture for qualification in the program. Also, please clarify how the initial Section 8 offering for our building differs from Section 8 tenant applicants in the

future. Lastly, confirm whether the Section 8 initially being offered is a "one time" deal?

33. We have a spreadsheet showing income levels, what 30% of income would be, what the rent amount would be based on that 30% and compared to the current rent/maintenance rates. If calculated correctly, it clearly shows the affordability issues we're faced with and also demonstrates that the program would not become a program directed at low to middle income earners (an affordable housing program for those low earners), but really a fantastic program for the higher earners.

34. Please explain if there is an existing process in place to make good on the TPT Program's mission and promise that no tenant will pay more than 30% of their income towards rent/maintenance. That is HPD's definition of affordability. Section 8 does not fully address this and may not be the answer.

Sincerely,

*Diana LaMar*  
Diana LaMar

640 Riverside Drive Board Secretary

cc: CB9

Councilperson Mark Levine

(All remaining directors were invited to participate in this document as well as new board nominees and interested tenants via email and at a meeting held on June 12, 2018. In person attendees included Diana LaMar, Mustafa Shakir, Debe Proos and Theo Chino. A draft was sent out for feedback. Only one respondent requested revisions and they were included. Due to time constraints few signatures were obtained).

Additional signatures:

*Mustafa Shakir*  
*Debe Proos*  
*Theo Chino*

*Chloe Proos*

*Mustafa Shakir*  
*Debe Proos*  
*Theo Chino*

*Mark Levine*  
*Rosario Jimenez*  
*Lena Gallender*  
*Ann Lopez*  
*Shirley Baez*  
*Judith James*  
*Carmen Jimenez*

Drive Board of Directors likewise decline, to facilitate the TPT process (i.e., construction, relocation and conversion planning) until we have:

- assurance of a satisfactory mechanism for diligent supervision of construction by a sponsor's manager or other acceptable person who visits weekly (or roughly so);
- mechanisms for holding the sponsor accountable for adequate supervision and other obligations to the tenants/future shareholders;
- a satisfactory Relocation Plan and Construction Schedule;
- changes to the Scope of Work that address existing significant shortcomings in same;
- satisfactorily detailed financial information (on the loan, soft costs, SOW item costs, maintenance fee restructuring, subsidies for shareholders in financial need, and mortgage plan).

March , 1996

Dear

As tenants of 640/644 Riverside Drive, we are anxious about the direction of New York City's new "in rem" policies, anxious about the prospect of a return to private ownership. Even though we know Tony Morfesis would never qualify as a "responsible owner", we believe our history indicates that no private owner would be as successful as we have been in shaping the direction of our buildings.

Throughout the years, we have fought for decent living conditions. Now, after years of struggle, we feel as though we've gained control. We want our chance to continue moving in the direction so painstakingly afforded us by our own hard work, the work of our 7A, the work of HPD, and the work of our elected officials. We believe that tenant ownership is the only option.

We know the buildings' owners have not paid property taxes in years. We know the buildings' combined New York City liens are in the millions of dollars. With the City's new policies looming, we know we will need to present HPD with a viable, reasonable plan for tenant ownership in order to keep us out of the hands of potential real estate investors. To this end, we have met with the Ownership Transfer Project at the Community Service Society. Our current goal of tenant ownership would involve our becoming an HDPC at rents (or maintenance fees, whichever the case may be) affordable to the existing tenant body.

We have made our desire clear to HPD. We believe we can achieve this goal with an organized effort by our tenant population, but not without continued support from those of you who've been instrumental in helping us thus far. Once again, we must enlist your aid at this most critical time and thank you in advance for your help.

Sincerely,

Tenant name  
Building/Apt #



Saturday, March 03, 2007

### Building Maintenance

Now this is the winter of our discontent, well maybe not, but, while this may not be a Shakespearean tragedy we have as of late suffered some slingshots and arrows. To be more specific, our current situation with the recurring breakdown of our *elevators* and the *front door lock*, that has tested the patience of many a tenant, and has underscored the apparent neglect of our building. There are however a mixture of issues that we need to come to terms with in order to ascertain why the situation with building maintenance is in the shape it is.

1. Our building is old and many of its components have deteriorated. The mechanical and movable parts are especially prone to wear and tear. Our electric and plumbing systems are also reaching their age capacity.
2. Our current rent structure does not cover the expenses of the building, one of these being maintenance. This is very important to understand. We are running a *deficit of half a million dollars* (\$500,000) and is growing by twenty to thirty thousand dollars a month. This is something Wavecrest, our management company and SHUHAB are painfully aware of.
3. Our building is entering the first phase of renovation, and while this may seem counter intuitive it seems to be affecting the level of maintenance we are receiving.

In our last General Tenants meeting held on Thursday, February 22nd, *Mr. Brent Sharman* the representative of SHUHAB, the building owners, listened to the many complaints in regards to the poor condition of the building upkeep and assured the tenants that "basic" maintenance is still a priority, after *Mr. Paul Martinez* of the management company, Wavecrest, reported on the latest repairs to the front door and our only working elevator. He also reported on the status of the *north side elevator* that has been inoperable for the last 3 weeks after being shut down by the city. He said that he is waiting for the *report of violations* from the city before he can proceed to service the elevator, but thus far the city has not supplied the report even after multiple calls. (Most recent inquiries made to the Dept of Buildings by Diana Lamar indicate otherwise as posted in her recent memo). He concluded by stating that basic maintenance such as leaks, appliances, peeling paint, intercom problems and other *emergency repairs* can still be reported by tenants and will be promptly addressed. But that major undertakings like painting an entire unit, new floors or re-wiring will not be done since the building is slated for renovation.

It is at this point that Mr. Sharman impressed on the audience how essential it is that we move forward with the renovation of the building, stating that *"in all seriousness, there is no way to keep these buildings going in it's present financial state. They have to be renovated and have to be renovated as quickly as possible!"* In his own mild mannered delivery of this statement, there was embedded a warning of their dwindling patience and the unacceptable prospect of continuing to add to the deficit that the building is incurring. He also made clear, in response to some tenant's inquiries, that the loan for the renovation can only be used for renovation. And that it only has relevance to our maintenance in respect to the replacement of the old by the new during renovation. He continued by saying that the rent structure to keep up with the cost of maintenance can only be put in place after the renovations are completed and until these red flag items are taken care of during renovations, we will continue to experience breakdowns as well as an increase in our operating deficit. Keep in mind that, as it was pointed out in one of our joint Board and Renovations meetings held every month, this continually growing operating deficit will ultimately be paid for by the tenants since it will be part of the balloon payment at the end of the mortgage schedule. Neither HPD nor SHUHAB are footing the bill for our inefficient and costly repairs.

And this brings us to the reason for applying for the *Oil Grant program*. This is one way we can save money both for the building and on your own rent. All of you should have received the application for this program. *It is imperative you fill this out and send it in the self-addressed envelope ASAP.* All the

information is confidential and there is no income verification needed. The deadline is March 6. These were distributed over a month ago with little response. We have been given a second chance to apply. Please do so now if you haven't already.

Wavecrest – Paul Martinez contact information to report emergency repairs.  
(718) 463-1200 extensions: 336, 337 and 338

### Legal Committee

The Legal Committee has been approved by the board to open a bank account and to collect funds to pay for a private lawyer shared by both 640 and 644 buildings. Legal Committee members will be in the lobby on Sunday between 3-6 pm to accept your contributions. Tenants are asked to donate an initial contribution of **\$25**. You may give more. The committee has raised \$500 so far. We must raise at least \$2,500 by the end of the month (the retainer for our attorney, Barry Mallin). A bank account has been opened at **Washington Mutual** for this purpose. If you prefer to write a check, please make it payable to: **640 Riverside Drive Legal Committee**

**Legal Committee members** will also be visiting you during the week to collect your donations. Please answer your door when they knock. You will be given a receipt. Do NOT give donations to anyone else. The committee members who will be collecting funds are: Diana LaMar (chair), Debe Proos (secretary), Curtis Rias, Marion Perrone, Judy Thames, Violeta Enriquez, Roberta Gold, Tracy Lall, Vanessa Turman, Bill Shannon, and Calvin Samuels.

### Renovations and Construction

As many of you already know, that after a wait of about 3 years since the foreclosure of our buildings, we are now at the very beginning of the Renovation phase of the Third Party Transfer program. It is great that we have made it to this juncture, but the long delay to get here has created some problems, such as our maintenance deficit. And as steep as that may seem, it pales in comparison to the rise in cost that the renovation is now estimated at, as opposed to the estimations that the renovation loan was based on 3 years ago.

Let's begin at the beginning, and well, the beginning of our **Renovation Phase is Line-B in 644 RSD** that is scheduled to start **March 2007**. The original schedule proposed was to renovate the B line in 644 for **phase one**, followed by the F line in 644 in conjunction with the B line in 640 for **phase two**. However, the problem with this plan, since it was created with the assumption that the 162<sup>nd</sup> St. relocatees would have returned to their building by the time 644 B-line was completed, is that 640's B-line is hosting two **162<sup>nd</sup> St. relocatees**. SHUHAB has repeatedly made it clear that they will not move these relocatees a second time. We were recently informed that the relocatees will be with us until at least the end of October (if all goes well). Therefore, the renovation schedule needs a **contingency plan for phase two**. Some tenants and board members in 640 see this as an opportunity to get renovations going in 640 right after the B-line in 644, and dispel fears that our building is being left behind while the cost of renovations continue to rise. Since 640 has the additional burden of back-to-back plumbing in adjacent lines, starting renovations in 640 would necessitate doing two lines at once, given the fact that 640's B-line is the only stand-alone line.

The Renovations Committee is now researching the possibility of renovating the **F and C lines in 640** for the second phase of construction. Several proposals for phase two have been submitted which includes various single lines in 644, **640's A and I and B-line** (still in the running if SHUHAB is indeed willing to move the 162<sup>nd</sup> St. relocates around the building as they have recently promised). Whichever line(s) is chosen, we need tenants to be willing to make a small sacrifice for a short period of time to help reduce costs and the need for renting outside apartments for relocation. We are appealing to any tenants who can either find their own accommodations during renovations of their line or who can host another tenant to

please notify Violeta Enriquez (president), Maura Burns (chair of Renovations Committee), or any Board or Renovations Committee member. There are compelling **financial incentives** for self-relocatees (live rent-free for the duration) and hosting tenants (50% rental discount).

Keep in mind that our renovation project is not cheap and the cost keeps on rising the longer it is delayed. Ms. Rolan, SHUHAB's project manager, is reviewing the figures presented by **Dellwood's request for cost increase** estimated at \$3 million and subject to HPD's final approval, she will issue a report to the Construction Progress Committee as to the actual figure and financial justification. Although this increase will not alter the original cost of the purchase of the apartment, it is imperative that we get going as all increases and deficits will eventually be reflected in the rents we will pay at the end of the process.

The inferior work done in the "**Model**" apartment clearly indicates the need for a **Construction Consultant** that represents the tenants, since a professional is more apt to catch the mistakes than the untrained eye. The 644 board has already someone lined up that they have interviewed and who is ready to come on board for a mere \$100/hr. They are hoping for subsidy by HPD/SHUHAB to help with the consultant fee. Ms. Rolan suggested that we also look into getting grants from other sources such as community organizations or non-profits. 640's board is looking into other options such as a volunteer among the tenant body, or even an associate of a tenant who has a background in construction, such as a general contractor, construction supervisor, or foreman who is qualified and willing to give a second opinion on the quality of work done. If anyone knows someone who fits this category please let the Board or Renovations Committee know. For those who have not viewed the **model apartment 10F** and wish to do so, the viewing schedule will be posted shortly.

**Dellwood's** stance on the poor workmanship of the model apartment is that it was not cost effective for them to keep an onsite supervisor for just one apartment. This, however, is something that the construction manager should have insisted on, given that this is the work that the contractor and SHUHAB are selling to the tenants. Dellwood is also citing **cost effectiveness** as the reason why he is reluctant to continue work on our buildings unless a substantial project is allotted such as an entire line of apartments, where he can justify the expense of a full crew plus supervisors.

**644's construction** is moving forward with **completion of the roof's** flat surface and parapets and water tanks 2/3 done as reported by Ms. Rolan on Jan. 10, 2007. The model apartment is nearing 100% completion, and their B-line is scheduled to start relocation and construction this month. They have, however, been experiencing some **setbacks in relocation assignments** of a few of the tenants which had caused their initial relocation date to be pushed back from January 29 to March 2007. It is unclear whether their relocation issues will be cleared up in time to keep to their March relocation deadline.

In contrast, **640's construction** has not even been started. 640's roof has not been touched even though it was originally scheduled to be done simultaneously with 644's roof. Ms. Rolan's response to continuous inquiries by the Construction Progress committee about why **640's roof** has not been started has been the same: "they were paid to do both at the same time". She promised to take it up with the contractor, then came back with: "the subcontractor decided to do one roof at a time". The Construction Progress Committee was also informed as far back as the past summer that Dellwood had ordered **parts for a new elevator in 640**. This was the result of several discussions about the impossible condition of the elevators and the money wasted in repairing them when they really need to be replaced. Follow-up inquiries by the Construction Progress committee yielded no substantiation of Dellwood's claims of having ordered elevator parts. The latest update, a couple months ago was that a subcontractor was recently hired and they were responsible for ordering the parts. No word from the project manager or Dellwood has confirmed that any elevator parts have indeed been ordered. This is especially critical now in 640 with one elevator totally out of service and the other experiencing problems (doors not closing properly, skipping

## UHAB updates as of 5/1/2019:

**Renovations and Temporary Relocations:** Work is well underway in the first phase of renovations at the G/G1/G2 apartments, but it will take longer than initially expected. There is more electrical and plumbing repair than anticipated because of the way in which several of the G apartments were subdivided to create the G1 and G2 apartments. The slight delays in the timeline are related to the additional work that is being done to ensure the long-term viability and safety of the building. We do not expect as much complication in the other phases because there was less or no subdividing of apartments. Below is a revised schedule for the renovations. Please keep in mind that this is the current projection and that the timeline is subject to change:

- Phase 1: G/G1/G2 apartments. February 2019 - Aug 2019
- Phase 2: E/E1 apartments. August 2019 – December 2019
- Phase 3: H/D/D1 apartments. December 2019 – February 2020
- Phase 4: F/C apartments. February 2020 – June 2020
- Phase 5: A/I apartments. June 2020 – September 2020
- Phase 5: B apartments. September 2020 – January 2021

In starting to prepare for the 2<sup>nd</sup> Phase, we recently walked through every E/E1 apartments with each tenant to review the scope of work with them and to answer any questions. We will do so with each tenant for all the phases of renovation in the months immediately prior to the renovation of their phase.

### Resident Association Construction Committee:

As noted in our March update, the construction committee has assigned 2 members to be part of the formal walkthroughs to inspect the quality and quantity of the work. In addition to these formal walkthroughs, the full committee (which is 9 people) are invited to monthly walkthroughs with UHAB and MDG.

### Meetings and Notices:

- There will be all-tenant meetings at least every 3 months. The next all tenant meeting will be May 15<sup>th</sup> at 7PM. An additional notice will be sent to you shortly – please save the date!
- Updates and notices will be posted regularly at the building entrance doors, the bulletin board in the lobby, and at the elevators. Please look out for them to stay up to date.

**Cooperative Conversion:** Just a reminder that HPD requires the participation of 80% of the tenants at meetings and training workshops as we move towards a cooperative conversion. Thank you to the 24 tenants who participated in the Understanding the Development Budget/Process training! We need 52 more tenants to come out to the trainings regularly in order for the building to meet the required 80% participation threshold required by HPD. The next **TRAINING** will be Resident and Board Roles and Responsibilities on **Wednesday 5/29/19**. (Not 5/27/19 as on previous notice) Notices will be posted 10 days before the training; please save the date! **There will be refreshments and a Q&A with the Board!** For those who are able to contribute with the setup on May 15th of the general tenants meeting, please notify a member of the Board.

floors and falling terra cotta) on a day-to-day basis. It should be clear to anyone why ***we cannot wait any longer for renovations to start in 640*** and why we should insist that Dellwood start the roof and the elevators immediately, and not wait for a line of apartments that has been delayed in construction for over two months and who knows how much longer.

***Material variations from the sample board for kitchen counter and floor are no longer based on individual choices but a majority vote.*** This was recently clarified in the last Joint Renovations Committee/Board/ SHUHAB meeting held on December 13, 2006. When Zully Rolan first presented the sample boards to both presidents of 640 and 644 at a weekly Construction Progress Meeting held on Oct. 18, 2006, she failed to mention that the choices were going to depend on a majority vote. Ms. Enriquez interpreted this to mean that each tenant was given the option of the choices presented and thought that SHUHAB was giving tenants a much needed choice, however small, in their apartment renovations. Only after the sample boards were collected and both buildings had already made their choices, did Ms. Rolan claim that she did explain the choices were to be a result of a majority vote from both buildings in the initial presentation of the sample boards. Violeta Enriquez tried to point out at the Dec. 13<sup>th</sup> meeting, that according to the tape recording of the Oct. 18th Construction Progress meeting, Ms. Rolan did not mention once that there was to be a majority vote involved. Ms. Rolan also gave Ms. Enriquez the option to blame her (Ms. Rolan) for the misunderstanding. Unfortunately, due to this misunderstanding, Ms. Rolan forbade anyone to tape any Construction Progress or Renovations Committee meetings thereafter. If anyone has any objections about the result of the material sample board tally, we could make a request to bring the sample board back to 640 for tenants to recast their vote.

#### Relocation Update

The ***Temporary Relocation Agreement*** has been approved by both boards and signed off by Lee Warshavsky (SHUHAB's legal rep). We would like to thank ***Mr. Rolando Gonzales*** from Legal Aid who took the time out to meet with both boards and spoke with board members on the phone to answer questions on this important legally binding document. Also several tenants in 640 (namely 640's resident lawyer, ***Jeff McAdams***) contributed valuable information and ideas. This document is the tenant's guarantee that they have the legal right to move back to their apartments after it has been renovated. If anyone would like a copy of this document, please notify the board.

Both boards and SHUHAB are still deliberating about the timing and policy of ***permanent apartment transfers***. In the meantime, we would like to take a survey of building to give us a general idea or scope of such requests. If any tenant is interested in moving internally to another unit, please contact Violeta Enriquez (212-281-2072) or Maura Burns (646-644-1991) for an application.

A special thanks to Alex Ramos for his invaluable assistance and contribution to this newsletter.

Sincerely,  
Maura Burns  
Secretary, 640 Board

---

## IPD Meeting Attendees and Address

---

Theo Chino <theo@theochino.com>

Fri, Jul 6, 2018 at 8:26 AM

Reply-To: theo@theochino.com

To: Diana LaMar <dianalamar@me.com>

Cc: Huiyuan Nelson Chan <channe@hpd.nyc.gov>, David Rodriguez <rodrigd@hpd.nyc.gov>, "Cuello, Erik" <ecuello@council.nyc.gov>, Ylerona@aol.com, Debe Proos <dapper640@yahoo.com>, Marlene Reid <marlenereid@yahoo.com>, rosaltvatbo@yahoo.com, David Laikie <david.beddoe@gmail.com>, "sharman uhab. org" <sharman@uhab.org>

Brent,

I concur with Diana, and I will add that Curtis is the instigator of rumors and bad behavior in this building. If we don't have a functioning board is because Curtis manages to get under everyone skin and sidetrack every meeting. Not having a board has been your chief complaint over the years.

At the last meeting, he has been particularly disruptive cursing one or another with "fucks" flying left and right. He has denigrated the membership of the board accusing them of being racists. Other tenants have told me to flat out that they did not want to join the board because of him explicitly.

I certainly have gotten Curtis in a corner by being more politically astute than he is, but each move Curtis has made is his own. I have told Curtis to stop being disruptive and resign from the board. He decided otherwise. As you can see in his reply when I brought the AirBNB issue to the board; he suggested I bring it to the owners.

I think you have a lot of explaining to do for enabling him and I hope you have an explanation for your signature being on the notice letters to senior citizen. Trying to get them to sign a deficient TRA by forcing them with a threat of eviction is just despicable.

Regards,  
Theo

On Fri, Jul 6, 2018 at 12:53 AM, Diana LaMar <dianalamar@me.com> wrote:

Brent,

That's not accurate. And, I addressed this issue in a group email on July 3rd, which you received.

Curtis has been included in all group emails for weeks. (And has been historically). He never replied to them. At a board meeting last week he stated he didn't get my emails, didn't read them and said or implied that they were being blocked. Debe Proos said she was "in communication" with him and seemed to be serving as his intermediary. So, he had another board member willing to pass information on to him.

I'm not at all surprised that Curtis or you want to claim that he has been excluded, but it isn't true. He is choosing not to participate in discussions or to communicate re board business. After his continuing refusal to correspond and his nasty behavior at the last board meeting, it was reasonable for me to begin to remove him from the email list. Why include him when the emails are being blocked?! He hasn't been excluded. He has excluded himself and is now trying to act as if he's being treated badly. I have too many emails to prove otherwise.

But, you apparently excluded me from your correspondence on this. Why? I'm not blocking emails or refusing to communicate.

Your email is no surprise and neither are his accusations. But, please, get the facts straight. You have gotten his assistance door knocking to secure TRA forms (giving tenants the false impression that the board approved the document) and he wants your protection from eviction proceedings re recent information appearing to show an active AirB&B business in his apartment. He is convinced that I had something to do with this exposure, but I absolutely did not.

I think you can tell, I don't appreciate these games and the misinformation being spread.

Our meeting tomorrow did not need this late night drama. Had Curtis replied to me or Debe, of his interest, I would have gladly

added him to the list, no problem. You too could have contacted me and I would have added him to the attendee list, but you chose not to.

Diana

----- Forwarded message -----

**From:** sharman uhab.org <sharman@uhab.org>

**Date:** Thu, Jul 5, 2018 at 11:11 PM

**Subject:** RE: HPD Meeting Attendees and Address

**To:** Huiyuan Nelson Chan <Channe@hpd.nyc.gov>, "Rodriguez, David (HPD)" <Rodrigd@hpd.nyc.gov>

**Cc:** Erik Cuello <ecuello@council.nyc.gov>, April Tyler <tylerona@aol.com>, Debe Proos <dapper640@yahoo.com>, Theo Chino <theo@theochino.com>, Marlene Reid <marlenereid@yahoo.com>, Rosalva Toribio <rosalvatbo@yahoo.com>, Dave Blaikie <david.beddoe@gmail.com>, Curtis Rias <curtis@pentadesigngrp.com>

Nelson, David – please make sure that Curtis Rias of 640 RSD Apt 9G is on the list of attendees – he is a member of the Board but I see that he is being left out of the loop on these emails. He has told me that he intends to attend.

Thanks

Brent

---

**From:** Diana LaMar [mailto:dianalamar@me.com]

**Sent:** Thursday, July 5, 2018 6:03 PM

**To:** Huiyuan Nelson Chan <Channe@hpd.nyc.gov>

**Cc:** sharman uhab.org <sharman@uhab.org>; David Rodriguez <rodrigd@hpd.nyc.gov>; Erik Cuello <ecuello@council.nyc.gov>; April Tyler <tylerona@aol.com>; Debe Proos <dapper640@yahoo.com>; Theo Chino <theo@theochino.com>; Marlene Reid <marlenereid@yahoo.com>; Rosalva Toribio <rosalvatbo@yahoo.com>; Dave Blaikie <david.beddoe@gmail.com>

**Subject:** HPD Meeting Attendees and Address

Hope to see everyone tomorrow.

9:30 am - 11:30 am

NYC Housing Preservation & Development

100 Gold St

Rm 1R (big room in the back)

Confirmed 640 RSD Attendees (Security Check List):

David Blaikie

Theo Chino

Diana LaMar

Lystra Morgan (and daughter, Marlene)

Debe Proos

Judith Thames

Roslava Toribio

[Multiple invitations went out to over 30 tenants of 640 Riverside Drive via email]

---

**3 attachments**



**JudithThamesLetter.pdf**

1107K



**Gmail - I do not take kindly to hypocrisy.pdf**

109K



**AirBNB.pdf**

3625K

---

**I do not take kindly to hypocrisy.**

---

Theo Chino &lt;theo@theochino.com&gt;

Thu, May 24, 2018 at 8:24 PM

Reply-To: theo@theochino.com

To: Curtis Rias &lt;curtis@pentadesigngrp.com&gt;

Cc: Deborah Proos &lt;dapper640@yahoo.com&gt;, dianalamar &lt;dianalamar@me.com&gt;, sherre7@aol.com, Vanessa Turman &lt;vanessa640@gmail.com&gt;, Raul Munoz &lt;CodaLarga@aol.com&gt;, knightmagenta@aol.com, Roberta Gold &lt;rsgold@panix.com&gt;, Mark Ampah &lt;cliffybarz@gmail.com&gt;, Mark McConnel &lt;mamacnyc@aol.com&gt;, Alex Ramos &lt;alexrnyc1@gmail.com&gt;

I was expecting an email saying I resign, etc ... and to show some

If you don't see a problem with that; and also being an homeowner in Connecticut, having being drag to court by credit cards companies and being the Treasurer, then there is nothing I can say.

See attached report for \$18.

I'll let the tenant decide how much credibility your word has. I which we could resign for the board so we can start building something for the community.

On Thu, May 24, 2018 at 8:16 PM, Curtis Rias <curtis@pentadesigngrp.com> wrote:

Theo, If you have a problem with my apt and what I do inside, please bring it to the attention of UHAB, the building owner...

Curtis

On Fri, May 25, 2018 at 1:23 AM, Theo Chino <theo.chino@gmail.com> wrote:

Curtis,

This picture was taken when a few German tourists entered the building.

I saw them this morning when I was talking to KnightMagenta and then I saw them returning.

I just asked them nicely if they were renting AirBNB and were very apologetic and were hoping they did not get you in trouble. I told them that they were not in trouble in any way, but that you were and it was up to the tenant association to debate it. This listing says it all: <https://www.airbnb.com/rooms/17712350>

You get me so riled up that I ended up googling "Curtis Rias" which I never did before now.  
The facts speak for themselves.

Attached is the document that explain how to how AirBNB legally:

<https://www.nytimes.com/2017/04/07/realestate/how-to-host-on-airbnb-legally.html>

Regards,  
Theo

---

 **Curtis-Rias-New.pdf**  
170K

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

5. **Plan**

Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

5. **Plan**

Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

5. **Plan**

Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

5. **Plan**

Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

5. **Plan**

Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **General Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

2. **Medical History**

Presenting Complaint: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Onset: \_\_\_\_\_  
Progression: \_\_\_\_\_  
Associated Symptoms: \_\_\_\_\_

3. **Physical Examination**

Vital Signs: \_\_\_\_\_  
General: \_\_\_\_\_  
HEENT: \_\_\_\_\_  
Chest: \_\_\_\_\_  
Abdomen: \_\_\_\_\_  
Extremities: \_\_\_\_\_  
Neurological: \_\_\_\_\_  
Skin: \_\_\_\_\_

4. **Diagnosis**

Primary Diagnosis: \_\_\_\_\_  
Secondary Diagnosis: \_\_\_\_\_  
Differential Diagnosis: \_\_\_\_\_

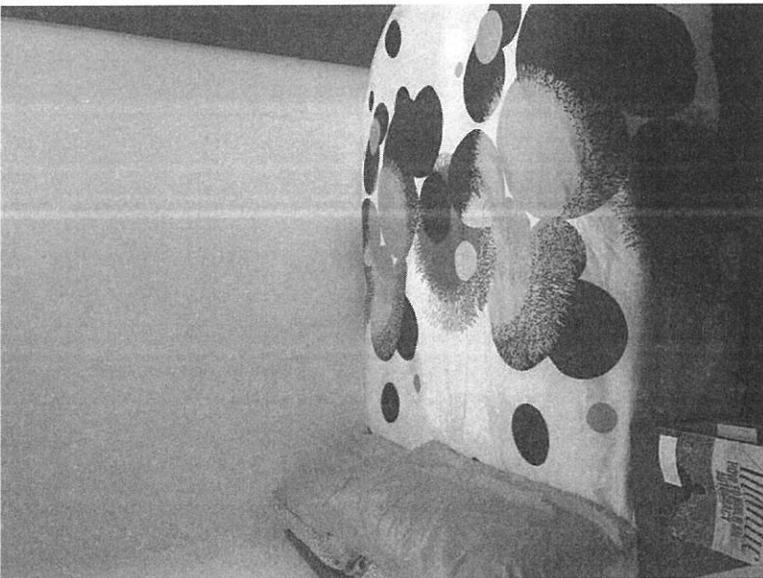
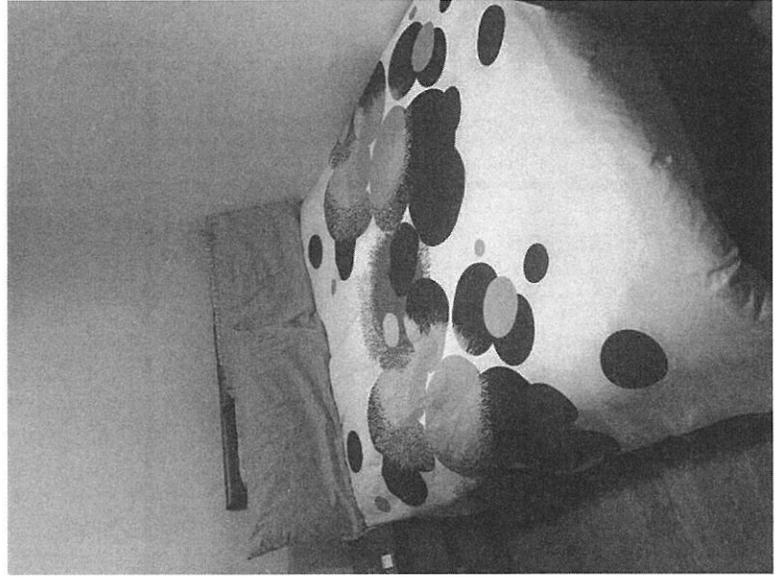
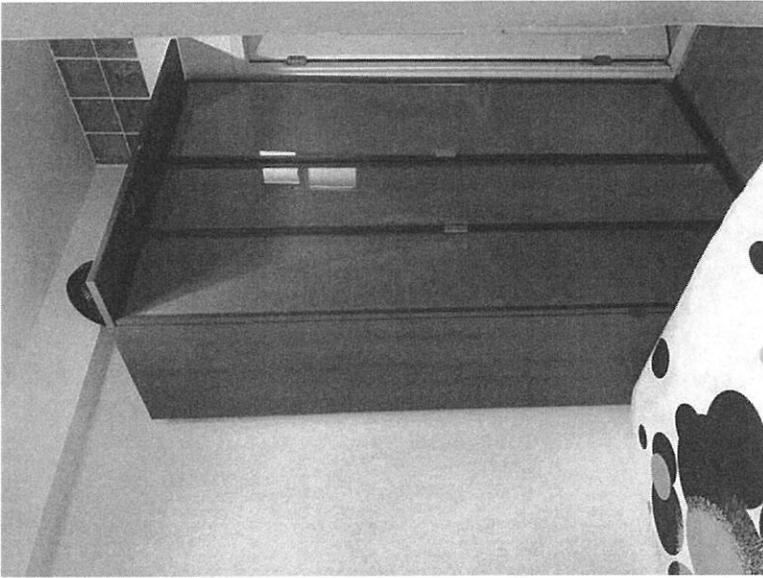
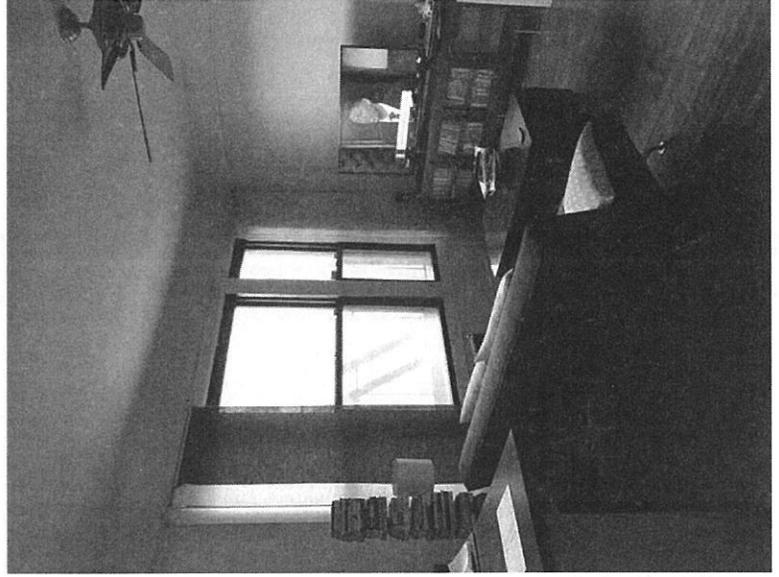
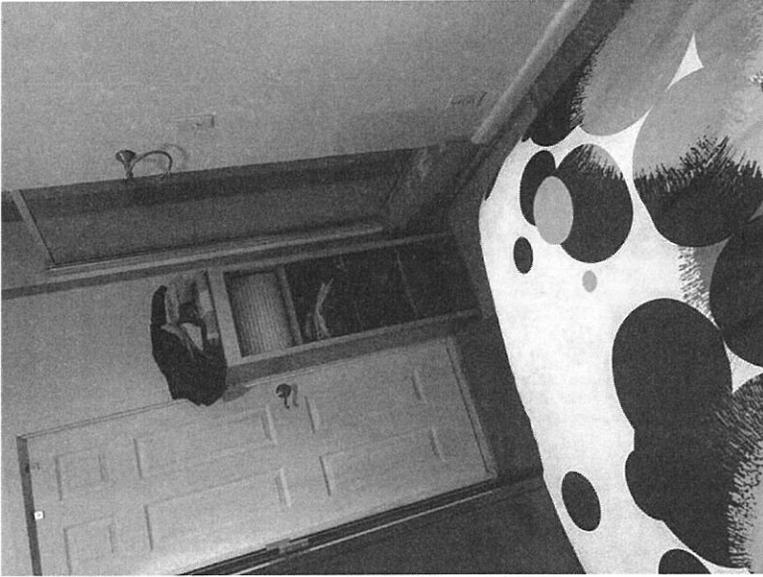
5. **Plan**

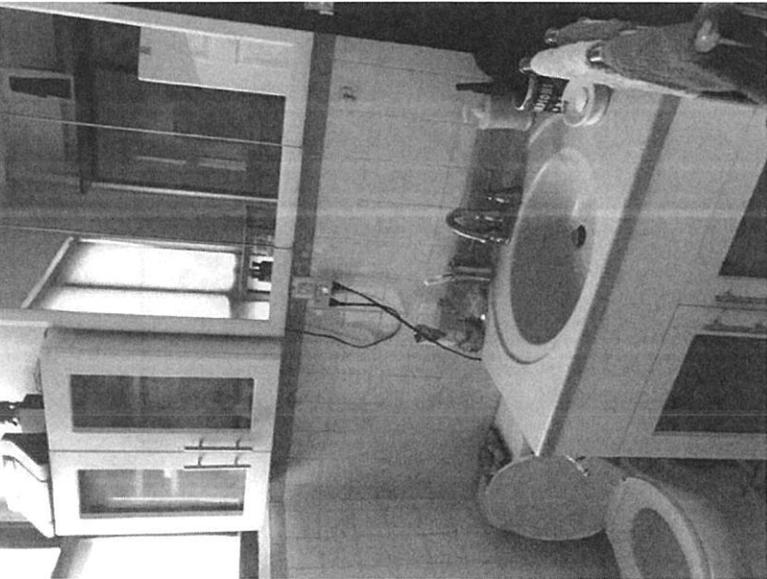
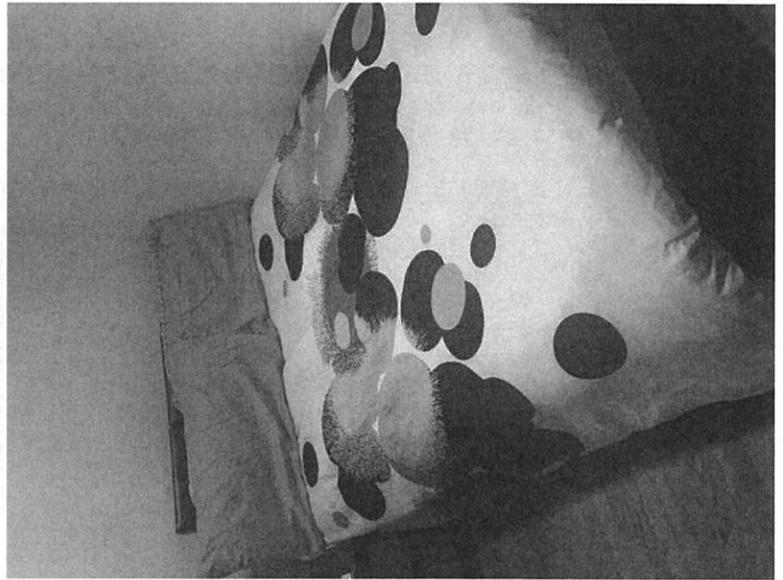
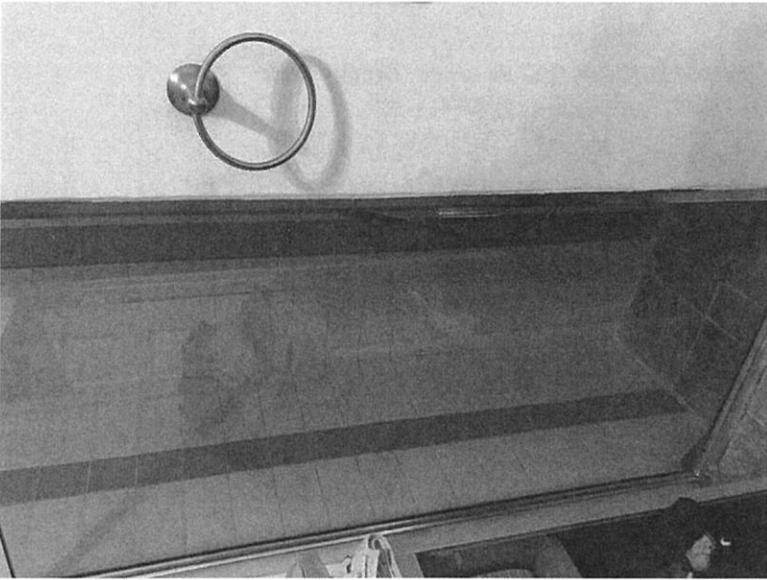
Medications: \_\_\_\_\_  
Referrals: \_\_\_\_\_  
Follow-up: \_\_\_\_\_  
Patient Education: \_\_\_\_\_

6. **Signature**

Physician: \_\_\_\_\_  
Date: \_\_\_\_\_









State of New York  
 Division of Housing and Community Renewal  
 Office of Rent Administration  
 Web Site: www.nysdcr.org

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, NY 11433  
 (718) 739-6400

Docket Number  
 CR 430034 B  
 Issue Date  
 07/15/2016

**ORDER REDUCING RENT FOR  
 RENT STABILIZED TENANT(S)**

**Mailing Address of Owner:**

Shuhab Hdfe  
 Wavecrest Management Team Ltd  
 87-14 116th St  
 Richmond Hill NY 11418

**Mailing Address of Tenant(s):**

VARIOUS  
 SEE THE ATTACHED  
 APARTMENT/TENANT LISTING

**Subject Housing Accommodation:**

Apt. No: VARIOUS  
 640 Riverside Dr  
 New York NY 10031

I. **FACTS:** The tenant(s) filed a complaint on 06/26/2014 based upon decreases in service(s). The owner was afforded an opportunity to respond by service of complaint on 07/18/2014.

II. **FINDINGS:** Based upon a complete review of the record, the DHCR finds:

SERVICES NOT MAINTAINED:

APARTMENT DOORS  
 WINDOWS-PUBLIC AREAS  
 STAIR/RAIL CONDITION  
 HALLWAYS-EXPOSED WIRING  
 HALLWAY FIRE DOORS  
 LOBBY TILES  
 POINTING-BUILDING  
 WINDOW SILLS-BUILDING  
 JANITORIAL SERVICES  
 COURTYARD DOORS  
 BASEMENT AREA  
 DOORMAN (SEE NOTE BELOW)

SERVICES MAINTAINED:

SECURITY CAMERAS  
 BLDG. FRONT ENTRANCE DOOR  
 BLDG. SIDE ENTRANCE DOOR  
 INNER SIDE ENTRANCE DOOR  
 RADIATORS - LOBBY & HALLS  
 ELEVATOR SERVICE  
 PAINT/PLASTER HALL  
 LIGHTING IN HALL  
 VERMIN CONTROL PUBLIC AREA

To: SHUHAB HDFC  
 WAVECREST MANAGEMENT TEAM LTD  
 87-14 116TH ST  
 RICHMOND HILL NY 11418

State of New York  
 Div. of Housing & Comm Renewal  
 Rent Administration  
 RECEIVED  
 DEC 18 2017  
 \* Gertz Plaza \*  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAIL ROOM 3



State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Web Site: www.nyshcr.org

Gertz Plaza  
92-31 Union Hall Street  
Jamaica, NY 11433  
(718) 739-6400

Docket Number  
CR 430034 B  
Issue Date  
07/15/2016

**ORDER REDUCING RENT FOR  
RENT STABILIZED TENANT(S)**

VERMIN CONTROL BASEMENT  
ROOF ALARM  
ROOF LEAKS  
JANITOR SRVCS-COMMON AREAS  
PAINT/PLASTER-BLDG WIDE

ADDITIONAL COMMENTS:

State of New York  
Div. of Housing & Comm Renewal  
Rent Administration  
RECEIVED  
DEC 18 2017  
• Gertz Plaza •  
92-31 Union Hall Street  
Jamaica Queens, NY 11433  
MAILROOM 3



**ORDER REDUCING RENT FOR  
 RENT STABILIZED TENANT(S)**

An inspection was conducted at the subject premises on August 26, 2014.

The following service(s) were found not to be maintained:

- 1.) The apartment doors of apartments 1E and 1C on the first floor have peeling paint.
- 2.) One (1) window on the 5th floor (in the stairway) is defective. The window sash chain is broken.
- 3.) There is rusting metal under the stairs/steps on floors 12 and 10.
- 4.) There are exposed telephone wires in the Hallway on the 4th floor above the door for apt. # 4H. It is not a hazardous condition.
- 5.) The Hallway fire door adjacent to apt. # 21 on the 2nd floor does not close and is out of plumb.
- 6.) The Lobby floor has spider cracks throughout the Lobby area and the Vestibule area floor is missing some tiles.
- 7.) The repair work done on the building's pointing has not been done in a workmanlike manner. Cement has been used to cover the damaged areas on the West 141st street side of the building and on the building's front (Riverside Drive entrance). The pointing and bricks in the areas have been covered with cement.
- 8.) Some window sills are missing on the 141st street side of the building and also at the front entrance (Riverside Drive) side of the building.
- 9.) Janitorial services are not being maintained in the bulkhead stairway. This area is in need of proper sweeping and mopping.
- 10.) The northwest courtyard door is not locked and the northeast door is not equipped with a proper safety lock.
- 11.) The following rooms in the Basement were not locked at the time of inspection: Electric Room, Boiler Room, and Supply Room. This is a potential safety hazard.

The following service(s) were found to be maintained:

- 1.) Security cameras are provided throughout the building. All of the cameras are operable. They are located as follows: 2-in the Lobby, 2-on the 1st floor, 2-in the Laundry Room, 2-in the Basement, 1-in the large Basement Room, 1-in the Mailbox Room, and 2-on the building perimeter on Riverside Drive. There are also 2 intercom panels. One (1) panel is located in the Vestibule and the other panel is on the outside of the building. Both panels are located on the Riverside Drive part of the building.
- 2.) The building's front entrance door opens and closes properly. The front door entry door handle appears appropriate for physically challenged people.  
 Note: The Vestibule door is locked at the time of inspection.
- 3.) The building's side entrance door opens, closes and locks properly. The side entry door handles appear to be appropriate for physically challenged people. The side entry door is not propped open at the time of inspection and does not appear to be a security risk.

State of New York  
 Division of Housing & Community Renewal  
 Office of Rent Administration  
**RECEIVED**

DEC 18 2014

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAIL ROOM 3



**ORDER REDUCING RENT FOR  
RENT STABILIZED TENANT(S)**

After a careful review of the facts in this case, it is determined that with respect to the following service(s), the conditions found by the inspector are "de minimis" in nature, and do not as of this date constitute a decrease in service, and therefore do not warrant the relief requested: The building mail chute is not functional and is no longer being used. However, separate mailboxes are provided for the Tenants in the in the Lobby and the building's Mail Room is in use at the time of inspection.

- 4.) The inner side door and adjacent apartment doors do not conflict with the egress. This does not appear to be a potential hazardous condition at the emergency exit in this area.
- 5.) Radiators are provided in the Hallways on floors 4, 6,7,8,9,10 and 11. Riser pipes are provided on floors 2,3,5 and 12. There are no radiators provided in the Lobby area and there is no evidence they were previously provided in this area.
- 6.) The Elevators (2) level properly ascending and descending on all floors (L-12). Inspection certificates are posted for the two (2) elevators. The building is divided into wings (North and South)



**ORDER REDUCING RENT FOR  
RENT STABILIZED TENANT(S)**

- and the tenants from each wing have access to the other wing on each floor. The elevators are located in the center of the building. The elevator indicator lights are working on all floors.
- 7.) The Hallways throughout the building, on all floors (L-12) have no evidence of peeling paint/plaster or repairs done in an unworkmanlike manner.
  - 8.) The lighting fixtures in the Hallways on all floors (L-12) appear to provide adequate lighting at the time of inspection.
  - 9.) There is no evidence of vermin (mice, rats, roaches) in the Public Areas.
  - 10.) There is no evidence of vermin in the Basement.
  - 11.) A Roof Alarm is provided in the building and it is working properly.  
The Roof doors are locked and the Roof does not appear easily accessible to anyone.
  - 12.) There is no evidence of Roof leaks, stains or mold on the top floor and no evidence of leaks in the Public Areas (Hallways, Stairways and Landings) on all floors.
  - 13.) There is no damage visible on the lintels on the side of the building, 141st street or on the front of the building on Riverside Drive.
  - 14.) Janitorial services are being maintained in all common area rooms. The common rooms are accessible for residential use.
  - 15.) There is no evidence of peeling paint/plaster in the Public Areas building wide.

**Note:**

With respect to the following issue, the Owner failed to adequately rebut the allegations of the Tenant's complaint. Based on the evidence in the record it is determined that there is a reduction in service: Doorman Service.

It is noted the DHCR records show an Order was issued on 09/06/1994 under docket number GE530053B granting a rent reduction for the issue of Doorman Service not being maintained.

As per docket number AX430049OR, the Owner applied to restore the rent based on restoration of services. An inspection of the subject premises conducted on 08/9/2013 found no Doorman or Security Guard service being provided. The Owner did not appeal the original Order or the subsequent restoration denial Order. Therefore, the findings of the original Order and subsequent restoration denial Order are final. There is no record of the Building Owner filing an application for authorization to remove this service.

Tenant(s) may refer the following matter(s) to the New York City Department of Housing Preservation and Development (HPD):  
The condition of rusting metal under the stairs/steps on floors 12 and 10.



**ORDER REDUCING RENT FOR  
RENT STABILIZED TENANT(S)**

Tenants may refer the following matter(s) to the New York City Department of Buildings: The condition of the Lintels and the window sills.

III. **DETERMINATION:** The legal regulated rent is reduced to the level in effect prior to the most recent guidelines increase for the tenant's lease which commenced before the effective date of this Order, except:

A) If a Major Capital Improvement (MCI) increase has been granted for the subject premises and collection began before issuance of the rent reduction order, that portion can continue to be collected. However, the prospective portion of any MCI increase, if scheduled to be collected after the effective date of the rent reduction order, cannot be collected and that portion of the prospective increase not collectible during the life of the service reduction order may not be recaptured after issuance of an order restoring the rent.

B) If the owner has already begun to collect an Owner Individual (OI) / Individual Apartment Improvement (IAI) increase before the effective date of this order, that increase can continue to be collected. OI or IAI Increases assessed or collected after the effective date of this order may not be collected until an order restoring the rent is issued. Owners may not recapture the portion of any rent increase lost while the service reduction order was in effect.

No other rent increases may be collected after the effective date of this rent reduction Order, 08/01/2014, until a rent restoration order has been issued. The owner is directed to refund to the tenant(s) all amounts collected in excess of the reduced rent since the effective date of this rent reduction Order. If the owner fails to make a refund within thirty (30) days of the issue date of this Order, the tenant is authorized to deduct the amount from future rent(s) until the total amount has been refunded, unless the owner files a Petition for Administrative Review of this Order. The owner is directed to restore the above services not maintained for all apartments affected by the order within thirty (30) days of the issue date.

IV. **EFFECTIVE DATE:** 08/01/2014 - which is the first of the month following the service of the complaint on owner.

V. **PETITION FOR ADMINISTRATIVE REVIEW (PAR):** If you believe this order is based on an error in law and/or fact, you may file a PAR on DHCR form RAR-2, no later than 35 days after the issuance of this order. PARS filed after the time limit specified above will be considered late and will be dismissed. Call (718) 739-6400 or visit your local Rent Office and request form RAR-2. This form is also available on our website at www.nyshcr.org.

State of New York  
Div. of Housing & Community Renewal  
Rent Administration  
RECEIVED

DEC 18 2017

Gertz Plaza  
92-31 Union Hall Street  
Jamaica Queens, NY 11433  
MAILROOM 3



State of New York  
 Division of Housing and Community Renewal  
 Office of Rent Administration  
 Web Site: www.nyshcr.org

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, NY 11433  
 (718) 739-6400

Docket Number  
 CR 430034 B  
 Issue Date  
 07/15/2016

**ORDER REDUCING RENT FOR  
 RENT STABILIZED TENANT(S)**

*Luke T. O'Brien*

LUKE T. O'BRIEN  
 Rent Administrator Issued: 07/15/2016

Attachment(s): NOTICE OF ADDITIONAL INFORMATION  
 APARTMENT/TENANT LISTING

CC: DIANA LAMAR, TEN REP

State of New York  
 Div. of Housing & Community Renewal  
 Rent Administration  
 RECEIVED  
 DEC 18 2017  
 \* Gertz Plaza \*  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAILROOM 3



**NOTICE OF ADDITIONAL INFORMATION**

**I. ADDITIONAL INFORMATION**

- (1) If the owner fails to make a refund of a retroactive reduction within thirty (30) days of the issue date of the referenced order, the tenant is authorized to deduct the amount from future rent(s) until the total amount has been refunded unless the owner files a PAR.
- (2) A tenant with a valid Senior Citizen Rent Increase Exemption (SCRIE) certificate or a valid Disability Rent Increase Exemption (DRIE) certificate should notify the SCRIE or DRIE program immediately upon receipt of this Order.
- (3) For a rent controlled apartment where there is already an Order Reducing Maximum Collectible Rent in effect for a service decrease specifically contained herein, or for a rent stabilized apartment where such an Order is already in effect for any type of decreased services, no further rent reduction is authorized by this Order, unless the effective date of this Order predates the effective date of the reduction already in effect.
- (4) If a tenant receives a rent reduction from DHCR and also receives another abatement or a rent credit because of the same conditions, the tenant cannot get both benefits at the same time. Therefore:
  - (i) If a rent-controlled tenant has received in court a credit, abatement, or offset in rent because of a breach of the warranty of habitability, and the credit, abatement, or offset applies to rent payable for the months also covered by the reduction granted herein, and the breach of the warranty of habitability relates to one or more of the same conditions as those found not maintained herein, then: that portion of the reduction ordered herein for such conditions for any month(s) to which both the reduction and the credit, abatement, or offset apply, is reduced by the amount of that portion of the credit, abatement, or offset that is received because of the conditions found not maintained herein. If the credit, abatement, or offset is greater than the amount of the reduction ordered for the same item, the reduction shall not take effect for months in which the credit, abatement, or offset applies.
  - (ii) If a rent-stabilized tenant has received in court a credit, abatement, or offset in rent because of a breach of the warranty of habitability, and the credit, abatement, or offset applies to rent payable for the months also covered by the reduction granted herein, and the breach of the warranty of habitability relates to one or more of the same conditions as those found not maintained herein, then: the reduction ordered herein for any month(s) to which both the reduction and the credit, abatement, or offset apply shall not be combined with the amount of the credit, abatement, or offset so as to reduce the tenant's rent to a level lower than the level in effect prior to the most recent guidelines increase, unless the credit, abatement, or offset is greater than the reduction ordered herein, in which case the reduction does not apply for any such months.

**II. NON-COMPLIANCE**

If the owner fails to restore services, the tenant may request that compliance proceedings be initiated, by filing an Affirmation of Non-Compliance (form RA-22.1), after thirty (30) days from the issue date of the order. The form may be requested by calling (718) 739-6400.

**III. PENALTIES**

If the owner fails to restore the service(s) as directed in the referenced order, then the DHCR may impose penalties & sanctions for each instance of non-compliance as follows:

- (1) For violating an Order, a civil penalty of up to \$2,000 (\$1,000 minimum) for the first such offense and up to \$3,000 (\$2,000 minimum) for each subsequent offense. If each service, directed to be restored is not restored in a timely manner, it may constitute a separate violation.
- (2) For knowingly violating any provision of the Rent Stabilization Law or Code (if applicable), a civil penalty of up to \$250 for each violation. Each reduction in service may constitute a further violation separate and apart from the violation described in paragraph (1).

State of New York  
 Div. of Housing & Community Renewal  
 RECEIVED

DEC 18 2017

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, Queens, NY 11433  
 MAIL ROOM 3



**LISTING OF TENANT(S)  
 RECEIVING ORDER**

Subject Housing Accommodation: 640 RIVERSIDE DR  
 NEW YORK NY 10031

PAGE: 1

640 RIVERSIDE DR  
 RENT STABILIZED APARTMENTS

APARTMENT NUMBER	TENANT NAME
1D	RAOUL MUNOZ
1H	IRIS GARCES
1K	LUZ MANCEDO
2B	ANA PENA
2C	MAURA BURNS
2E	LILLIAN VASQUEZ
2H	SIMEONA NUNEZ
3B	STEPHANIE PARKER
3C	MARIA LABOUR
3D	ANA POLANCO
3F	NELSON JENKINS
4C	ELIZABETH JONES
5A	ELIZABETH DUNLOP
5C	DIANA LAMAR
5F	DIANA MENDEZ
5H	RAYMONDE PIERRE
1EI	LYSTRA MORGAN
10D	ALENA SMITH
11F	ANA MOLINA
12G1	MIRIAM RIVERA

State of New York  
 Div. of Housing & Comm Renewal  
 Rent Administration  
 RECEIVED  
 DEC 18 2017  
 • Gertz Plaza •  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAILROOM 3



State of New York  
 Division of Housing and Community Renewal  
 Office of Rent Administration  
 Web Site: www.nyshcr.org

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, NY 11433  
 (718) 739-6400

Docket Number  
 CR 410057 RV  
 Issue Date  
 05/01/2015

**ORDER GRANTING APPLICATION**

**Mailing Address of Tenant:**

Diana Lamar  
 Apt 5C  
 640 Riverside Dr  
 New York NY 10031

**Mailing Address of Owner:**

Shuhab Hdrc  
 87-14 116th Street  
 Richmond Hill NY 11418

**Subject Housing Accommodation:**

Apt. No: 5C  
 640 Riverside Dr  
 New York NY 10031

After consideration of all the evidence in the record, the Rent Administrator finds that:

The tenant filed a lease violation complaint on 6/26/14 alleging that the owner failed to offer her a renewal lease despite multiple requests for one. The tenant also complained of inconsistencies related to the accounting of her security deposit.

In a correspondence dated 3/2/15 the tenant submitted a copy of the renewal lease that she was finally offered which was dated 2/3/15 with a commencement date of 3/1/15 which the tenant stated was incorrect. The lease also had no accounting of the tenant's prior security deposit.

Pursuant to Section 2523.5(a) of the Rent Stabilization Code, the owner is required to notify the tenant named in an expiring lease, no more than 150 days and no less than 90 days prior to the end of the lease term, of the expiration of the lease and offer to renew the lease.

A review of the record reveals that the lease offer was made on 2/3/15. The effective date of the increased rent is 6/1/15, which is the first rent payment date occurring no less than 90 days after the lease offer was made.

Based on the above, the owner is directed to issue an amended lease to the tenant with a commencement date of 6/1/15 and expiration dates of 5/31/16 and 5/31/17, for a one and two year term respectively within 20 days from the issue date of this order. All other parts of the lease remain unchanged. The tenant is required to sign and return said amended lease to the owner for proper execution. The owner is then required to sign the lease and return the executed copy to the tenant.

State of New York  
 Div. of Housing & Comm Renewal  
 RECEIVED  
 DEC 18 2017  
 • Gertz Plaza •  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAIL ROOM 3

To: SHUHAB HDRC  
 87-14 116TH STREET  
 RICHMOND HILL NY 11418

I have compared the attached copy with the original document in the custody of the Office of Rent Administration of the Division of Housing and Community Renewal, and do hereby certify that the same is a true and correct copy thereof. The appearance of a registration statement or other filed document and the certification of its existence is not a certification of the correctness of any of the statements contained therein.

I am an employee of DHCR duly designated to make this certification.  
 Date: 6/8/17 [Signature]  
 DHCR Certifying Officer



State of New York  
 Division of Housing and Community Renewal  
 Office of Rent Administration  
 Web Site: www.nyshcr.org

Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, NY 11433  
 (718) 739-6400

Docket Number  
 CR 410057 RV  
 Issue Date  
 05/01/2015

**ORDER GRANTING APPLICATION**

Any rental increases collected prior to 6/1/15 are to be refunded and/or credited to the tenant with interest.

Non-compliance by the owner within 20 days from the date of this order shall result in the denial of any rent guideline increases until a copy of the fully executed amended lease is furnished by the owner to the tenant.

In regard to the tenant's security deposit complaint, lease violation complaints are the only issues under consideration in this proceeding. The tenant is advised to file an overcharge complaint with this agency as the security deposit issue is not addressed in this proceeding.

Therefore, this proceeding is terminated.

Jerry M. Scher  
 Rent Administrator Issued: 05/01/2015

I have compared the attached copy with the original document in the custody of the Office of Rent Administration, of the Division of Housing and Community Renewal, and do hereby certify that the same is a true and correct copy thereof. The acceptance of a registration statement or other filed document and the certification of its existence is not a confirmation of the correctness of any of the statements contained therein.

I am an employee of DHCR duly designated to make this certification.  
 Date: 6/8/17   
 DHCR Certifying Officer



State of New York  
 Division of Housing and Community Renewal  
 Office of Rent Administration  
 Gertz Plaza  
 92-31 Union Hall Street  
 Jamaica, NY 11433  
 Web Site: www.nyshcr.org

**Notice of Right to Administrative Review**

This Notice explains your right to appeal, seeking review of orders issued by a Rent Administrator. If you believe that an order is based on an error of law and/or fact, as an aggrieved party you have the right to ask the Division of Housing and Community Renewal (DHCR) to review the order based on your claim of error. This request is called a Petition for Administrative Review, and is referred to as a PAR. If you wish to file a PAR, please read the information and instructions below and follow them carefully. Further details may be found in the instructions printed on the reverse side of the form used for filing a PAR.

**Who may File a PAR:**

An owner, tenant, or other party affected by an order, or an authorized representative of such person(s), may file a PAR. Two or more affected owners or tenants may join in filing a PAR. The DHCR encourages joint filings by affected parties filing on common grounds.

**How to File a PAR:**

1. Use the correct form. PARs must be filed in duplicate using DHCR form RAR-2, in accordance with the instructions on the form. PARs filed on other forms or by letter will not be accepted.
2. You must attach a complete copy of the order which you are appealing to the original of your PAR.

**Time Limit for Filing a PAR:**

The PAR must be hand-delivered or mailed to DHCR at Gertz Plaza, 92-31 Union Hall Street, Jamaica, New York 11433.

1. If the PAR is hand delivered, it must be received no later than 35 days after the date the order was issued. The date issued usually appears in the upper right-hand corner of the order.
2. If the PAR is mailed, it must be postmarked no later than 35 days after the date the order was issued. If you use a private postage meter and the envelope does not have an official U.S. Postal Service Postmark, the PAR must be received by the DHCR office not later than 35 days after the order's issuance date, or you will be required to submit other adequate proof (such as an official Postal Service receipt or certificate of mailing) that the PAR was mailed within the 35-day limit.

PARs filed after the time limit will be considered untimely and will be dismissed.

**How to Obtain the PAR Form:**

You may request the PAR form RAR-2 by coming to any DHCR Rent Office listed below or to the Office of Rent Administration's main office at Gertz Plaza, 92-31 Union Hall Street, Jamaica, New York 11433. You may also request that the form be mailed to you by calling (718) 739-6400. The form is also available on the website listed above. Please note that any delay resulting from mailed delivery of the form to you does not extend the time limit for filing the PAR.

**DHCR Rent Offices**

**Lower Manhattan**  
 25 Beaver St.  
 5th Floor  
 New York, NY 10004

**Upper Manhattan**  
 163 West 125th St.  
 5th Floor  
 New York, NY 10027

**Brooklyn**  
 55 Hanson Place  
 7th Floor  
 Brooklyn, NY 11217

**Bronx**  
 2400 Halsey St.  
 1st Floor  
 Bronx, NY 10461

**Queens**  
 92-31 Union Hall St.  
 6th Floor  
 Jamaica, NY 11433

**Westchester County**  
 75 South Broadway  
 3rd Floor  
 White Plains, NY 10601

State of New York  
 Div. of Housing & Comm. Renewal  
 Rent Administration  
 RECEIVED  
 DEC 18 017  
 \* Gertz Plaza \*  
 92-31 Union Hall Street  
 Jamaica Queens, NY 11433  
 MAILROOM 3

	EOY 2012	EOY 2013	EOY 2014	EOY 2015	EOY 2016	EOY 2017
<b>640 - 644 RIVERSIDE TOGETHER</b>						
RENTAL INCOME	1,167,973.30	889,276.33	895,333.95	876,141.32	875,517.15	888,251.71
OTHER INCOME	531,458.57	263,480.38	(3,482.53)	102,461.23	192,987.01	6,141.95
ACCOUNTS RECEIVABLE	4,077.51	(3,521.35)	17,511.16	7,573.22	(1,531.28)	(13,591.46)
<b>INCOME</b>	<b>1,703,509.38</b>	<b>1,149,235.36</b>	<b>909,362.58</b>	<b>986,175.77</b>	<b>1,066,972.88</b>	<b>880,802.20</b>
<b>640 RIVERSIDE ALONE</b>						
PAYROLL & RELATED EXPENSES	419,529.87	271,156.69	247,210.50	354,139.09	311,086.91	302,776.53
ADMINISTRATION & MANAGEMENT	221,835.88	133,484.30	118,320.58	91,568.73	142,388.77	145,687.55
OPERATING EXPENSES	476,217.08	400,724.32	316,241.49	218,897.34	144,604.16	198,430.37
REPAIRS & MAINTENANCE	186,737.77	122,480.60	141,122.80	93,933.52	138,358.41	76,232.55
SERVICE CONTRACTS	37,970.00	41,729.40	25,413.00	19,819.97	21,375.63	21,404.00
MORTGAGE, TAXES & INSURANCE	353,064.14	132,575.37	132,160.52	150,559.94	282,251.91	128,896.65
OTHER CASH FLOW ITEMS	1,179.05	(29,268.64)	2,334.88	5,709.55	10,074.71	7,667.59
<b>EXPENSE</b>	<b>1,696,533.79</b>	<b>1,072,882.04</b>	<b>982,803.77</b>	<b>934,628.14</b>	<b>1,050,140.50</b>	<b>881,095.24</b>
<b>NET CASH FLOW</b>	<b>6,975.59</b>	<b>76,353.32</b>	<b>(73,441.19)</b>	<b>51,547.63</b>	<b>16,832.38</b>	<b>(293.04)</b>
Due to/from Owner	483,353.23	252,772.39	(6,049.87)	96,454.87	190,000.00	0.00
Empty Apartments	160,395.66	135,972.60	154,591.00	172,788.63	191,480.92	194,328.75
<b>Real Total</b>	<b>(315,981.98)</b>	<b>(40,446.47)</b>	<b>87,199.68</b>	<b>127,881.39</b>	<b>18,313.30</b>	<b>194,035.71</b>

Net Cash flow is the amount of money that was used to run the building. It is based on the bills that were paid and not the bills that are dues.

The **Due to/from Owner** is the line that is used to infuse cash into the building. At first it's money that was given to UHAB for us, but after it was taken from the Construction Loan at 644.

The **empty apartments** line is the money we are not collecting because of the empty apartment at the DHCR rate. This is calculated each month.

HARLEM Real Estate

# Shoddy Work and Debt Plague Buildings Renovated by Tenant Group: Residents



By James Fanelli | November 17, 2014 7:49am

 @fanellijames

HAMILTON HEIGHTS — A tenant advocacy group that buys tax delinquent buildings from the city in order to rehab them and eventually sell them off to residents as cooperatives is leaving renovation nightmares and heaps of debt in its wake, lawsuits and residents claim.



Tenants Advocacy Group Has History of Shoddy Repairs at Build...

▲ View Full Caption

The Urban Homesteading

Assistance Board, which regularly organizes rallies to shame bad landlords, has been hit with complaints of shoddy repair work and financial mismanagement at three buildings that it purchased through a joint partnership with another nonprofit.

Tenants at one of the buildings, 644 Riverside Drive in Hamilton Heights, told DNAinfo New York last week that they're being slammed with rent hikes of as much as 90 percent on Dec. 1 after enduring ten years of drawn-out and costly renovation work that left serious defects — including improperly installed windows and holes in walls that cause drafts and rodent infestations.



Xavier Simpson Fights Landlord Over Shoddy Ap...

[View Full Caption](#)

The new fees will eventually become the tenants' maintenance fees when they're offered the opportunity to purchase their units as part of a co-op.

"It's going to be pretty difficult for me to pay that much money [in maintenance fees]," said a longtime resident who asked not to be identified for fear of retaliation. "I was planning to die in this apartment. Now I don't

know if I can stay."

Under a partnership known as SHUHAB, UHAB and the nonprofit Settlement Housing Fund purchased 644 Riverside Drive and its sister building, 640 Riverside, in 2003 through the city Department of Housing Preservation and Development's Third-Party Transfer program.

The program lets responsible parties purchase buildings that the city seized from landlords buried in tax debt.

Under the supervision of HPD, the responsible party then rehabs the building and either eventually sells it to the tenants as a co-op or keeps it as affordable rental housing.

The city took hold of 640 and 644 Riverside after decades of neglect under deadbeat landlords Alex DiLorenzo III and Andonis Morfesis.

Tenants in the two buildings opted to work with SHUHAB in the program. UHAB, which started in 1973, had a long history of fighting for tenants and working to preserve affordable housing.

Tenants at the Riverside buildings told DNAinfo that when they entered into the program, they were promised the opportunity to buy their units for \$2,500 and pay a reasonable amount in maintenance fees after SHUHAB took out loans to renovate the buildings.

More than a decade later, only 644 Riverside has been renovated — and that was only finished this year. Tenants in 644 Riverside said while they await an offer to purchase their apartments, many problems remain.

leaks in his bedroom, which have warped his floorboards and led to mold. He recently went to housing court to compel SHUHAB to repair the leaks.

“I had renter’s insurance. I’m uninsurable now,” he said. “When you have so many instances of flooding, they cut your policy.”

Lanndis lives on the 11th floor of a 12-story building. He said SHUHAB claims that the building’s roof and water tower were rehabbed, but leaks still happen during rainstorms.

“Whenever there’s inclement weather, I’m sitting in my dining room with an umbrella,” he said.

Speaking on behalf of SHUHAB, UHAB executive director Andrew Reicher told DNAinfo New York that its contractor, Dellwood Construction, renovated the roofs and water towers at 640 and 644 Riverside.

“Both buildings got the new roofs which are still under warranty,” he said.

But tenants said the worst problem is the high energy costs due to poor construction work.

Earlier this year, 644 Riverside tenants association hired an independent contractor to inspect the windows in apartments. The contractor found the windows were improperly installed — some upside down — and didn’t have any labels identifying the manufacturer.

“They put no insulation in the window. We have air infiltration all through the buildings,” a tenant said, noting that the problem leads to higher heating bills.

Reicher told DNAinfo that the windows are “an ongoing concern” that they hope to address.

“Windows are an important part of their weatherization. We are looking to engage an engineer,” he said.

The tenants also complained that in order to install new wiring and pipes during the renovation, construction crews drilled holes from the basement to the roof — but never patched them up. The holes cause rodent infestation and further problems with air

Barry Mallin, a lawyer for the tenants, sent a letter to HPD last month notifying the agency of the window problem, but the agency did not respond. Instead HPD sent notifications to tenants that because the renovations were supposedly complete, their rent would rise on Dec. 1.

Once the rent increases kick in, SHUHAB is expected to make an official offering to 644 Riverside tenants on the cooperative.

Tenants said that ten years ago officials gave them much lower estimates of what their monthly maintenance fees would be.

For example, in 2004, they were told that when SHUHAB completed the cooperative conversion, the owner of a one-bedroom apartment in the building would likely pay \$600 a month in maintenance fees. Now HPD says the owner of a one-bedroom is expected to pay \$991 a month, according to tenants.

Tenants blame the sharp rise on huge cost overruns from the protracted renovation. SHUHAB initially took out at least \$27 million in loans from Bank of America and HPD to cover the cost of rehabbing both 640 and 644 Riverside, records show.

But tenants said they fear that SHUHAB borrowed more money and that most of the loans have already been spent on 644's repairs. They said SHUHAB refuses to share its financials with them.

Reicher of UHAB did not provide DNAinfo with the amount SHUHAB has spent on renovations so far.

The financial obscurity and the ongoing window problems make tenants skeptical of purchasing the apartments from SHUHAB.

"I know that we are going to have to invest a lot of money to make this building energy efficient," a tenant said. "That's the reason we are saying we are buying a lemon."

Meanwhile, tenants at 640 Riverside fear that they will be on the hook for more debt and will face drawn-out renovation work.

Last week DNAinfo wrote how the SHUHAB made Public Advocate Letitia James' annual list of the city's worst landlords for its ownership of 640 Riverside. The building has more than 300 housing code violations, according to James' list.

redeem themselves by doing the right thing in 640," said 640 Riverside tenant Roberta Gold.

"What concerns me is that they have not committed to any concrete measures for tighter supervision of renovation work — they have not even acknowledged dropping the ball in 644 — and so far no public officials have intervened to safeguard our interests."

Tenants from both buildings said their situation reminds them of what's going on at 938 St. Nicholas Ave., a Harlem building that SHUHAB stewarded to a cooperative conversion in 2006.

SHUHAB purchased the building in 2002 through the Third-Party Transfer program and took out millions of dollars in loans to renovate it.

However, last year the tenants-turned-cooperative owners sued SHUHAB and HPD, accusing them of fraud and claiming the hired contractor, Dellwood Construction, barely made renovations and did shoddy work.

The lawsuit refers to two HPD officials who pleaded guilty last year to accepting bribes and kickbacks in exchange for steering city business to contractors. But it doesn't make specific accusations of HPD corruption in regard to 938 St. Nicholas.

However, the lawsuit claims that the new roof already leaks, 90 percent of the toilets installed in apartment bathrooms had to be replaced and the brickwork has cracks. The deficiencies have caused apartments to fail Section 8 Housing inspections, according to the lawsuit.

The cooperative still owes more than \$6 million in bank and HPD loans that it inherited from the SHUHAB renovations.

"It's really disgusting. It's taking advantage of the poor, saddling them with millions of dollars in debt," said Adam Leitman Bailey, the lawyer for the apartment owners of 938 St. Nicholas.

Bailey has previously represented tenants at East Village apartments who accused SHUHAB of financial mismanagement and dragging its feet in converting their buildings to cooperatives.

complain about SHUHAB. Brewer's office declined to comment on the meetings.

"They need to be put out of business quickly," Bailey said of SHUHAB.

Reicher declined to comment on the 938 St. Nicholas case, citing pending litigation. But he defended UHAB and SHUHAB's record.

"I believe we are and we have for 40 years," he said when asked if UHAB did a good job in the Third-Party Transfer Program.

"They are some of the cities worst buildings," he said of the buildings SHUHAB has purchased. "That's why they go into the programs. They're not easy. They cost a lot of money. They require a lot of subsidy. They go through difficult financial times."

Reicher said UHAB has assisted in the preservation of 1,500 buildings and created home-ownership opportunities for 30,000 households.

HPD also said that the 640 and 644 Riverside buildings were severely distressed when SHUHAB bought them. The agency said the project has taken longer than expected, partly because renovation took place while 644 Riverside was occupied.

The agency said SHUHAB would also contact tenants who have complaints about their apartments and will create a new "punch list."

HPD also said that it's committed to finding financing for the renovation of 640 Riverside units and expects to start construction next year.

HPD declined to comment on 938 St. Nicholas Ave., citing pending litigation. But a city Law Department spokesperson said HPD only helped choose and approve SHUHAB as the sponsor — but was not in charge of overseeing the renovation work.

Tenants at 938 St. Nicholas also had their own lawyers and engineer to inspect the building's condition before and after the renovation, the city spokesperson said.

Settlement Housing did not respond to requests for comment.

# CITYLIMITS.ORG

Investigating the City.  
Empowering Communities.

Read ▾ Listen Mapping the Future The Bushwick Project City Limits En Español Take action ▾

## Becoming Home

By Robin Shulman | March 1, 2000

f SHARE t TWEET ✉ EMAIL + MORE

Over the last 20 years, the two big apartment buildings at 640 and 644 Riverside Drive have been a laboratory for real estate disaster. The tenants have wanted for heat, hot water, elevators, garbage pickup, door locks, functional windows and electricity—tallying about 2,000 building violations by the late 1980s. They’ve been through seven court cases, and seen about five or six judges. And the buildings—owned by two of the city’s most notorious landlords—have been neglected, warehoused and abandoned. They’ve bested the efforts of four different court-appointed administrators, and, in the early 1990s, nearly destroyed a community housing organization that tried to manage them. In the past decade, the city pumped \$1.7 million in loans into the buildings to restore utilities; the debt on the two properties now tops \$7 million.

These two buildings, spanning the block between 141st and 142nd streets, have endured every nightmare that can plague a good building in a bad neighborhood. It’s as if the entire history of the downfall and resurrection of New York City’s low-cost real estate is played out at these addresses, starting with lousy landlords and toothless housing policy, winding through endless tenant struggles and court campaigns, and ending up on the doorstep of gentrification.

This could also be the moment of redemption for 640 and 644 Riverside Drive, as the buildings may finally be delivered into the hands of the tenants.

As this saga unfolded, the residents became experts in plucking these besieged buildings from the brink of total failure. Out of necessity, they became negotiators, managers, legal advocates, historians. Soft-spoken tenant association president Salvador Orochena

wound up going to law school, inspired by the values in the building.

More than anything, these tenants were able to keep the buildings going through sheer will and a remarkably resourceful kind of collective guile.

For instance, in the early 1980s, they set up a daily flashlight patrol, in which residents stood on the landings until about 9 p.m. in order to keep the darkened halls safe. Another time, the building's heat was out and an elderly woman on one of the top floors started having problems breathing because of the freezing cold. An ambulance came, but the elevator wasn't working either. "The [EMT] guys were ready to walk out," Orochena recalls. "We said, 'She's gonna die!'" Instead, a group of tenants ended up putting the woman in a chair and trundling her downstairs.

The buildings on Riverside Drive aren't just a lesson in real estate. They are also a textbook example of what tenants can do when they band together, and what happens when tenant alliances fall apart.

These two buildings broke down into about 10 distinct tenant associations over the years. There was a time when 640 Riverside Drive had three different tenant groups at once. At another point, the exhausted leaders of the tenant group at 644 Riverside Drive came to blows with other residents who had accused them of mismanaging funds. Ultimately, these bitter conflicts lost them one big opportunity to own the buildings outright.

This year, they may get their last chance. The two buildings have now been assigned to the city's new property transfer program for delinquent landlords, and in the coming months, the City of New York will make a final judgment. It will pass 640 and 644 Riverside Drive off to a private landlord—probably the buildings' current administrator—or hand it to the tenants themselves.

Many of the residents have rallied to the cause, but it doesn't look good for them; the housing department plans to hand most of the buildings in this program over to professional managers.

By all rights, this quintessential New York housing story should end with a happy transformation, where the tenants become their own landlords and live a blissful co-op life in the buildings that once tormented them. Instead, after 20 years, this epic will end with a bureaucratic decision that may put these buildings into the hands of a landlord many of the tenants don't like or trust. It certainly isn't the end the tenants would have anticipated 20 years ago, when their buildings first began to fall apart.

heeled intelligentsia of upper Manhattan. An elderly Jewish couple that moved there in 1944—soon after they escaped Nazi Germany—recalls that back then, 141st Street and Riverside Drive was quite an elegant address. By 1963, when Calvin Samuels moved in, “there were still vestiges of what had once been a very fine building,” he remembers, with ornate furniture in the lobby and a doorman uniformed in maroon and gold.

But by the late 1970s, the buildings had been sucked into the same ordeals that were ravaging much of Harlem and Washington Heights, including slumlords, drug trade and decay. The buildings got caught in a game of hot potato between two of the city’s most infamous landlords: Andonis Morfesis, who later served jail time for conditions in his other buildings, and the DiLorenzo family, whose patriarch had set up a real estate empire worth about \$1 billion before his death in 1975, when the family and its holdings fell into turmoil. The residents say Morfesis and Alex DiLorenzo III swapped the building back and forth, allowing them to get more cash in mortgages and stay one step ahead of city tax collectors and building inspectors. It was a lucrative game that landlords were playing citywide, milking old buildings for all they were worth.

Meanwhile, weeks passed without heat or hot water. People moved out. Broadway, just a block away, was taken over by drug traffic, and soon the majestic Riverside buildings, once a bulwark against crime, admitted dealers as paying tenants.

Then, in the winter of 1979-1980, the boiler in 640 almost melted down. “The mechanism that would turn it off failed, and the boiler was burning red,” remembers Samuels, then president of the tenant association at 640. Trembling, he shut it down manually. “I had to post a notice that we were like a ship in the ocean without an engine.” Residents were left with no heat, rattling windows and memories of tinsel blowing around on their Christmas trees.

The tenants began collaborating during that harsh, chaotic winter, at first simply to keep warm and safe. Because so many people were plugging in electric heaters, the fuses were constantly blowing. So they set up a system: For groups of apartments that shared a fuse, residents took turns plugging in their heaters.

Fairly quickly, they got drawn into a collective crusade. By late 1981, with the buildings on seasonal rent strike, the tenant association in 640 Riverside Drive had opened a bank account to pay for some maintenance work. The tenants set up an office, staffing it five days a week with volunteers ready to collect rent and issue receipts. A small group of residents even trained to become court-appointed building managers, and several actually served in that capacity.

In response, the landlord hired a court-appointed receiver, Edward Howard, hired a slew of managers that the tenants say did nothing. Six managers came and went in five years.

But by then, the tenants had already seen their way out of this mess. They were planning to take over the building.

---

Even in those crisis years, keeping a consensus going wasn't easy—particularly in the spring. When the freezing cold made unity a matter of life and death, the tenants were able to stick together. Marshalling forces to plan for long-term change was a different matter, especially after the winters wore tenants out. Each December in the early 1980s brought the same regimen of rent collection, court appearances and arduous hallway meetings.

The first sticking point that split the tenants was whether or not to keep paying rent. One group felt they shouldn't pay until things were repaired, says Brigit Dorman. The other “felt that you had to pay your rent so that they could get this building straightened out,” she says. Tenant groups began to fragment. At one time in 640 alone, “we had three tenants' associations in the building: splinter groups and counter-splinter groups,” says Deborah Blake, who moved in soon afterward.

The divided tenants blew their first big chance to take over. The now-defunct American Savings Bank had temporarily held the buildings' mortgages, and by 1983 the bank simply seemed to want to get rid of this albatross. “We were told: \$50,000 and you got it,” says Samuels.

But old rifts and arguments broke the deal. Rumors that Samuels was on the bank's payroll swept through the building. Some people didn't want to start paying rent again, at any cost. In the end, nobody was willing to put up the money.

The rest of the 1980s were spent in limbo, dotted with minor repairs, bad managers, and court-ordered rent abatements. Then in 1990, a fire at a Bronx club called Happy Land that DiLorenzo owned killed 87 people. With Alex DiLorenzo III facing criminal charges and civil lawsuits, his manager told tenants that they would have to choose between heat and hot water.

By 1991, there were 30 vacant apartments in 640 Riverside Drive. Demonstrators protesting “warehousing landlords” hoisted an effigy of DiLorenzo by the neck on a Broadway street lamp. They broke into empty apartments at 640 Riverside Drive,

1991, demanding that the landlord allow apartments to move in. Around this time, the

---

With the landlords largely out of the picture, the city's Department of Housing Preservation and Development (HPD) became manager of last resort. In 1992, the tenants got another chance to take over the buildings when local councilmember Stanley Michels recommended them for the city's tenant co-op program, Tenant Interim Lease (TIL). But soon after Rudy Giuliani became mayor, the city stopped transferring privately owned buildings into these programs. 640 and 644 Riverside fell off the TIL lists and straight back into limbo.

The tenants now turned to another city program. As a last resort, a "crisis committee" went back to court to get a 7a administrator—a court-appointed manager who collects rent and makes repairs in exchange for a salary of 5 percent of the rent rolls. The job went to Marie Runyon's Harlem Restoration Project, a respected nonprofit already managing many other buildings.

Runyon got saddled with a management nightmare: two buildings with sporadic electricity and broken elevators, and a maintenance staff that hadn't been paid in months. Many tenants weren't paying rent, so there was no cashflow for repairs.

She proposed that the maintenance staff accept \$100 a week until she got more rent income, recalls Gwen Cherry, who worked at Harlem Restoration at the time. Instead, the workers went on strike. After about a year, the tenants took the unusual measure of suing for Runyon's removal, and the resulting crisis nearly tore Harlem Restoration apart.

In December 1992, after Runyon's forced exit, a tenant committee selected a new 7a administrator, an experienced manager named Rafael Lara. He came in at just the right time, when the housing department had decided to professionalize the program, which had been hit by embarrassing scandals. Bolstered by \$1.7 million in HPD funds, Lara got a new boiler and fixed plumbing, intercoms and electrical problems. Preferring a velvet glove over an iron fist, Lara met frequently with a new tenant group, but he also didn't hesitate to issue evictions to longtime residents.

Under Lara's management, the building has become functional, and, for the first time in many years, potentially profitable. Each building has its own super, a maintenance person, and two porters. Lara says that when he started, the buildings' vacancy rate was 20 percent. Now, he boasts, it's below 5 percent. He's a vigorous rent collector, and by his own admission, "hundreds" of tenants have left or been evicted since he came on—he says he's in court "on a daily basis."

has assessed to be worth \$1.8 million.

Initially in Lara's term, as conditions improved, tenant associations withered. As soon as people were warm and had a lock on their door, they didn't care about much else, says Blake.

At the core, says Orochena, it's an issue of old-timers versus newcomers. Indeed, a former vice president of the 640 tenant association, Robert Flemming, estimates that "60 percent of the people haven't lived here longer than 18 years." The problem with the newcomers, says Flemming, is that "they don't have a full understanding of what might have happened."

There's a racial angle as well. Orochena estimates that 20 to 40 percent of the residents of 640 Riverside Drive moved in during the last decade. Many of them are Latino, while most of the older tenant leaders are African-American. In a building where credibility is, to some extent, measured in endurance and shared suffering, this language barrier is just one more divide between tenants old and new.

---

These days, with the heat on and the water hot, the tenant association has united in the two buildings, led by Sal Orochena, now 52, and Violeta Enriquez, a relative newcomer to 640 Riverside Drive. Their goal: to finally turn these properties into tenant co-ops through the city's third-party transfer program.

Third-party transfer was inaugurated last year as a way for the city to manage beleaguered buildings without actually taking legal ownership. The new landlord—specially chosen by HPD to be experienced and reliable—pays only a token amount to acquire the building, and gets to dodge all the tax arrears, but he or she may also have to contend with serious problems and angry, long-suffering tenants.

Under the rules, DiLorenzo has a last chance to reclaim his property by paying off his \$7 million tax debt. If he doesn't, it's all up to HPD—which may not be such good news for these tenants. In the program's first round, the few tenant associations that tried to partner with nonprofits to take over their buildings were turned down. For this round—the one that includes 640 and 644 Riverside Drive—HPD has announced plans to hand over many buildings to the 7a administrators that manage them.

So Rafael Lara emerges as the tenants' biggest competition. Yet he is also setting himself up to be their partner. To get a building through third-party transfer, the tenants are required to work with a nonprofit, and Lara has recently incorporated his own nonprofit

the building, and get good management that can work with them and keep them going,” he says.

But Orochena is skeptical about Lara’s motives. “Mr. Lara is in the business of real estate,” he points out. “Why should he give something up if he can keep it?” Stanley Michels, for his part, says that if HPD recommends another party besides the tenants to take over this building, he will oppose it in the City Council.

To many tenants, it seems obvious that Lara is simply eager to take charge as a private landlord. They fear rent increases, which they could face if substantial repairs are done. On the other hand, some tenants don’t want to become owners. They distrust the tenant association, or worry that co-op costs will raise their rent.

But the prospect of tenant ownership has united many other people in the building. Over the summer, Enriquez got 114 residents to sign a petition for tenant ownership. Expressing a widely held sentiment, Freeman says that rents are bound to go up anyway, and “if you’re gonna have to pay money, I’d be prepared to pay the money and be the owner of my apartment.”

“I hear that Lara tells the other tenants, ‘[Enriquez] is selling you a dream,’” says Enriquez, who is one of the primary forces behind the push for tenant ownership. But after 10 years at 640 Riverside Drive, she has no patience for people who tell her what the tenants can’t do. She has also become convinced that getting the tenants to buy the building is the only realistic way for this story to end. “You know what I tell them?” she asks. “I say, ‘Well, if I’m selling you a dream, he’s selling you a nightmare.’”

*Robin Shulman is a Manhattan-based freelance writer.*

## Chris Katsimagles

---

**From:** Karen Greenwood <kpgt@msn.com>  
**Sent:** Saturday, July 20, 2019 11:00 AM  
**To:** golgikat@aol.com  
**Subject:** Fw: Assistance for Deanne McDonald

---

---

**From:** Karen Greenwood <kpgt@msn.com>  
**Sent:** Friday, July 19, 2019 2:26 PM  
**To:** Karen Greenwood <kpgt@msn.com>  
**Subject:** Fw: Assistance for Deanne McDonald

---

---

**From:** dee Angel <deanne.world@gmail.com>  
**Sent:** Tuesday, July 16, 2019 8:07 PM  
**To:** kpgt@msn.com <kpgt@msn.com>  
**Subject:** Fwd: Assistance for Deanne McDonald

---

Here's what I sent Max

----- Forwarded message -----  
**From:** **dee Angel** <deanne.world@gmail.com>  
**Date:** Tue, Jul 16, 2019, 3:37 PM  
**Subject:** Assistance for Deanne McDonald  
**To:** <[maxwell.ringbom@mail.house.gov](mailto:maxwell.ringbom@mail.house.gov)>

Hi, ive been calling and calling your office for days and nobody is answering the phones. You had promisted me assistance with housing help and finance for trransition pass these events we spoke to you about when I was kidnapped out of my home I paid for in full. Mrs. Karen Greenwood had put me in touch with you concerning the homeowners whos homes are being illegally taken away from them leaving homeless homeowners and tenants. I have not to this day received any transitioning help but talk. Your community and homeowners in District 9 is being forgotton by your office. I would love not to believe this but we homeowners of Brooklyn District 9 has no remedy when a crime has effected their home.

You had referred me to Farrels office there was no help for homeowners there. Its your responsibility to help see threw these concerns, I

Contact# 929-327-6485  
Deanne Mcdonald



94% 6:43 AM



iapps.courts.state.ny.us



- What's New
- Available Courts
- FAQ
- Government
- Administrative
- Recruitment
- Contact Us



### WebCivil Local - Case Search Results



No cases found.

- Index Search
- Party Search
- Attorney/Bar Search
- Judge Search

[New Search](#) [Return To Search](#)

- Case Information
- Attorney/Bar Information

eTrack

eCourts Home



# New York State Unified Court System

- WebSite
- Available Courts
- FAQ
- Complaint Administration
- Resolutions
- Contact Us
- Index Results
- Case Results
- Amendment/Correction
- Other Results
- Court Definition
- Amendment/Correction
- Other
- Go to Home



## WebCivil Local - Case Search

Search New York State Local Civil Court Cases for:

**What to Search:**

**Enter Index Number ONLY:**

Index Number:  -  -

Enter the full index number (e.g. CV000044-06/AU) - use the drop-down lists provided to select a case type (e.g. CV) and the code for the court (e.g. AU)

OR

Simply enter the index number in the format 44-06 (if you do not specify a court multiple cases may be found as each court uses the same number sequence).

**Sort Results (if desired) by:**

Sort By:

**Output Selection:**

Create output as:  HTML  PDF

## Chris Katsimagles

---

**From:** Karen Greenwood <kpgt@msn.com>  
**Sent:** Thursday, April 11, 2019 5:52 PM  
**To:** Karen Greenwood  
**Subject:** Deanne Mcdonald

List of Lawyers and Judges apart of the Fraud:

Lawyers and Firms:

David Stern, Lawrence Stern, Stern and Stern  
50 Court. Street, suite 1100  
Brooklyn, NY, 11201

Gross Polowy, LLC  
Courtney Williams, esq  
Adam Gross, Amy Polowy  
1775 Wehrle Dr#100  
Buffalo, NY 14221

Michael Dennis Benjamin esq.(Referee)  
2429 E.71 Street  
Brooklyn, New York, 11234

Judges:

Judge Lawrence Knipel( New York Supreme Court Head Administrative Judge)

Judge Kimberley Slade(Civil Court, Housing Court)

Judge Kevin C. McClanahan(Civil Court, Housing Court)

Judge Frances A. Ortiz(Civil Court, Housing Court)

Judge Zhuo Wang(Civil Court, Housing Court)

Cheryl J. Gonzales(Civil Court, Housing Court)

*Sent from my T-Mobile 4G LTE device*





Kingsley Palmer

Index# 508193/2013

My Complaint Story

On May 20, 2019, I did a Emergency Order to Show cause for a Stay with a T.R.O of the eviction and to hold in ABEYANCE ALL EVICITION PROCEEDINGS until and pending a Hearing on the Merits Judge Noach Dear grant me a Stay pending a Hearing and proceedings with the eviction Civil Court Index# 82907/18. I sent a certified copy to the Lawyer(Stephen Samuel Weintraub) for the Buyer at the E40th street location I.G.LL and MTGLO Investor. I had a scheduled date to go to court at the supreme court at 360 Adams street, on June 26, 2019 at 9:30 Am. I represented my self as a defendant, which the Plaintiff never notified me of the process of all occupants and tenants and occupants their-in with with it's 90-Day Notice on June 11, 2019, the Marshall came to my house at 11;30 a.m. and stated to my wife that we have to leave because we have a eviction notice. My wife told him that we have " Stay" from the court, but he didn't care.

My wife called me at work, but I couldn't hear the phone because I do construction work, she had no where to but, Target and stayed there and called me at 2:00 p.m.

I had to leave my job right away, which my boss was upset with me , because the Building was going to be inspected by T.C.O. Temporary Occupancy. I had finished for the day, so I went to the supreme Court,

Because all my papers was in the house . My wife couldn't find the "Stay Papers" . I got the a copy from the court and took the papers to the Marshall(Mr. Bernard Blake), which is located at 216-19 Merrick blvd.,SpringField Garden,N.y. 114-13(Contact # 718528-4581).

I arrived there about 4:45p.m., the office said to come back tomorrow. On June 12,2019, I went to the Marshall office, and the Marshall called Mr. Reggie and told him that I had a "Stay' from the Supreme Court. He stated that "it's a fraud and that I am leaving the Property" and he dosen't care.

I went to see the Lawyer and called the Marshall office, explained to him that the papers were from the supreme court and we had a "Stay" until June 26<sup>th</sup>, the Marshall agreed but, Reggie didn't want to here anything we had to say.

On June 12,2019 we back to the house until June 26<sup>th</sup> 2019. I went to the supreme Court and show the court that I have a Bankruptcy on file, the Court adjourned until July 24,2019. The Lawyer(MTGLO) for E40th street, stated that the buyer was mad." He stated he isn't going to use The Marshall again I am going to use the police and throw you out". On June 27,2019, I took my wife with me to work , about

8:30 p.m. , I came back home and there was a lot of police officers. I went into the house the officer said, do you have paper's to be here? I said I have paper's from the Supreme Court and the bankruptcy court.

The police looked at my papers, and said turn around you are about to be arrested. They took me to the 67<sup>th</sup> precinct, this is my first time being arrested. I stayed at the precinct from 9:00 p.m.-12:00 pm, and the police took me to Central Booking, all I saw was rats and roaches. I couldn't sleep. They took my

fingerprints. I saw the Judge the next day, at 5:00 p.m., she said to stay out of trouble for the next 6 months and I will have no record.

My wife left her job to try and get her things. The police didn't want her to get her belongings.

Finally, he allowed her to get her things ,but she forgot her medication For Diabetic type 2.

My lawyer was on his way and I didn't know what to do so, I went to the Bankruptcy Court to get a "Stay", they gave me a day to come back July 11,2019, so I went back to the Lawyer, and I didn't get the "Stay", but the Lawyer called the Courts and they said I still have have a stay; the Judge gave me and wife to get our things from the house for a couple of hours. The next day on July 14<sup>th</sup>, on a Sunday, I saw that there was a sign for open house, it was about 4:00p.m.

1600 Nelson Avenue  
Housing Development Fund Corporation

July 22, 2019

Dear Council Members,

Please find enclosed our testimony. We hope that the City Council will review and evaluate the information put forth and consider the injustice of the Third Party Transfer and the targeting of communities of color as the end result.

Thank you.

Isabel M. Adon

1600 NAHDFC

Isabel M. Adon

1600 Nelson Avenue HDFC

I came to NYC from the Dominican Republic in May 1978. I came to live with parents who had emigrated to the US for a better future. I came to reside at 1600 Nelson Avenue in the Bronx. Forty-one year later I am still there. We endured fires, the crack and AIDS epidemic, the killings and gangs. We stayed in our building, we beautify it and created a community. While every building around us was empty, we remained and took care of our building and each other. Ours was a labor of love.

Our building is composed of hard-working people and many of them are seniors now. Throughout the years we struggled to stay afloat and keep the building in top shape. So, it was a major surprise to us when we learned on September 5<sup>th</sup>, 2018 that our building, our home, had been transferred to Neighborhood Restore. The shock and pain were indescribable. How could this have happened? Soon we became aware that we were not alone. The City and primarily HPD, were systematically targeting communities of colors, Blacks and Latinos and taking their property. This was happening in all five boroughs.

How do The City and HPD give millions of dollars as incentive to developers and other organizations but cannot offer the same kind of support to HDFC that are struggling financially? They are taking away our sweat equity and just like when the settlers came here and took away the land from the Lenapes, the Mohegan, Shinnecok and other indigenous people, now they are taking away our property in this day and age and that is through the Third Party Transfer.

Judge Partnow in Brooklyn is right to say that "The City has particularly targeted properties that are owned by minorities. The court recognizes that home ownership is an important means for families to build intergenerational wealth. While the Third-Party Transfer Program was intended to be a beneficial program, an overly broad and improper application of it that results in the unfair divestiture of equity in one's property cannot be permitted," wrote Partnow in his ruling.

That the city has hand picked who they choose to give these properties to begs the question Whose interests are the City and HPD looking after the developers or the shareholders? The following articles and videos shed some light.

<https://www.kingscountypolitics.com/courts-rules-against-city-millions-of-dollars-of-wealth-restored/>

<https://www.nydailynews.com/news/politics/ny-metro-third-party-transfer-carone-de-blasio-riseboro-20190527-xhyzyj2ksvgxbbqxocmasavf6y-story.html>

<https://www.bkreader.com/2019/05/24/turning-third-party-transfer-properties-to-community-zones/>

<https://therealdeal.com/2018/07/18/why-the-city-is-handing-private-developers-95-resi-buildings/>

[https://www.bloomberg.com/opinion/articles/2019-06-17/how-housing-finance-enriched-whites-at-expense-of-black-borrowers?fbclid=IwAR1xGuEAhsFze4AcCQeQqwDiTQ7T47oTuZNO\\_FW-LLdeSqW5lVb9ndjNeRs](https://www.bloomberg.com/opinion/articles/2019-06-17/how-housing-finance-enriched-whites-at-expense-of-black-borrowers?fbclid=IwAR1xGuEAhsFze4AcCQeQqwDiTQ7T47oTuZNO_FW-LLdeSqW5lVb9ndjNeRs)

<https://www.nydailynews.com/new-york/ny-third-party-transfer-de-blasio-foreclosure-properties-20190519-pzay6vrxdxbdf3cs3nwrrspd6rq-story.html?fbclid=IwAR0vGCL-tA5WfIS5355IOGaCYi8zraujnAIB9IGgECQRvuZcyp2uES4NQRw>

Isabel M. Adon 1600 Nelson Avenue HDFC

<https://greatnonprofits.org/reviews/palante-harlem-inc/411804>

<https://thecity.nyc/2019/05/brooklyn-third-party-transfer-foreclosures-must-stick-city.html?fbclid=IwAR3gwGc1WLDlpQrppkIfxLEx6fPy5YxffleERQa-XHlg1OD9surt4qWH8>

[https://www.youtube.com/watch?v=MQzS4cQqtsM&feature=player\\_embedded](https://www.youtube.com/watch?v=MQzS4cQqtsM&feature=player_embedded)

[https://www.kingscountypolitics.com/city-takes-property-from-working-class-latinos/?fbclid=IwAR0ct7vqWy8S\\_mqO1W9WjS0XoqMpTdKTrGXzTvtvn0j\\_al4V51y5OVvRqPU](https://www.kingscountypolitics.com/city-takes-property-from-working-class-latinos/?fbclid=IwAR0ct7vqWy8S_mqO1W9WjS0XoqMpTdKTrGXzTvtvn0j_al4V51y5OVvRqPU)

[https://www.nydailynews.com/news/politics/ny-metro-podolsky-stringer-20190405-sjy5iskbinapjhv2l7yv7abr3a-story.html?fbclid=IwAR1Qr0K0Xw1xIC0up0gmlyR\\_zt\\_U-6WvNcfiDb7pxBH55JyKA0nTD3lj-UM](https://www.nydailynews.com/news/politics/ny-metro-podolsky-stringer-20190405-sjy5iskbinapjhv2l7yv7abr3a-story.html?fbclid=IwAR1Qr0K0Xw1xIC0up0gmlyR_zt_U-6WvNcfiDb7pxBH55JyKA0nTD3lj-UM)

<https://www.telemundo47.com/videos/noticias/Continua-lucha-para-recuperar-propiedad-TLMD---Nueva-York-508052742.html?fbclid=IwAR1Yj29cC23MoRsg89IxrF0V0muj7vaDn3AeRdEsDoPASREPXTi2JU0sCdA>

[https://www.youtube.com/channel/UCLPivz4PmM2-bVfGEf4ocKQ?view\\_as=subscriber&fbclid=IwAR2RoIny5CDxTpPjpW9nN2Dw3GNxnVHs2DQfPWQkklTq7TVZ1Js6R8b3w8](https://www.youtube.com/channel/UCLPivz4PmM2-bVfGEf4ocKQ?view_as=subscriber&fbclid=IwAR2RoIny5CDxTpPjpW9nN2Dw3GNxnVHs2DQfPWQkklTq7TVZ1Js6R8b3w8)

[https://www.telemundo47.com/videos/noticias/Disputa-sobre-edificio-en-la-corte-TLMD---Nueva-York-504372652.html?fbclid=IwAR3akOPhTucqSHJR4GN169vr\\_wNLYaw\\_Fnyk6XDgLGnfSvd62Ry5DWRKKG8](https://www.telemundo47.com/videos/noticias/Disputa-sobre-edificio-en-la-corte-TLMD---Nueva-York-504372652.html?fbclid=IwAR3akOPhTucqSHJR4GN169vr_wNLYaw_Fnyk6XDgLGnfSvd62Ry5DWRKKG8)

During the 1970 and 80's the Bronx, and NYC as a whole, was experiencing an economic crisis. The Governor and Mayor even sought the help of the Federal Government meeting with then President Ford, to ask for help, which was eventually denied.

It was during those times, and with many landlords abandoning the buildings in the Bronx or burning them throughout NYC, that the Tenant Interim Lease (TIL) program which began in 1979, as a way to reclaim abandon and/or dilapidated buildings and give tenants the opportunity to own a piece of the American dream.

Our building was one of those buildings involved in that process. We began our transition from TIL to a HDFC in May, 1983 and finalize the process when we received our Deed on February 2, 1987.

- 1) The building was sold to us "As Is". With the City (NYC and primarily HPD) providing no capital improvements and no financial resources to manage the building. The exception to this was during the TIL period the city only installed a **new boiler and changed the windows**. They also installed new cabinets in the kitchen and new bathtubs. They did not do any improvement in the electrical wiring or the water pipes or heaters.
- 2) Since taking ownership of the building the coop has been dealing with several unexpected expenses that have had a great impact on the building's financial stability.
- 3) In May 2014 the first floor apartment, 1A, was completely destroyed by a fire and the Coop incurred an expense of \$16,995.93.
- 4) Between 2014 and 2016 the building took on a repair project to the main plumbing lines and structure areas of the building, including aging windows and windows sills and other minor repairs. This totaled about \$40,000.00.
- 5) Repairs to building structures, such as roof and safety equipment, such as Dry Chemical fire extinguishers, carbon monoxide etc. totaling \$14,391.00 in the year 2017-18.
- 6) Expense installing a front gate due to high crime and drugs and criminal activity. This was done to prevent loitering and reduce the chances that the residents of the building will be in harm's way. The fence cost \$11,000.00
- 7) Expense on intercom system \$2000.00
- 8) Expense closed circuit security cameras \$12,350.00
- 9) On August 04, 2017 a near gas explosion occurred in our building, due to aging gas pipes. This was an unexpected expense and one that left the residents of 1600 HDFC without gas

for several months. The HDFC had to come up with over \$50,000.00 to repair the main gas supply line and install new gas pipes inside all apartments.

- 10) On or around November 2<sup>nd</sup>, 2017 a letter from HPD was placed in the building informing “tenants” that the building was in the process of being transferred thru the TPT (Third Party Transfer) program. There was an emergency meeting and the managing agent, Mr. Gomez, assured us that this was not an issue as he had a payment agreement with the city to pay the back taxes and water bill.
- 11) In 2015 the City of New York commenced in Rem Foreclosure against 1600 Nelson Avenue HDFC. The Shareholders, the managing agent and the Executive Board were never informed. This foreclosure proceeding, we later learned that there were at least 87 buildings in the Bronx.

## City Hall Council Hearing•

I would like to preface my statement by saying that I want to commend the city council, and the leadership for the great work they have done on making this significant and diverse gathering possible - as I also trust that we all share a common concern for the overall moral health convened in our communities.

I was born and raised at 1600 Nelson Avenue to two hard-working parents, who migrated to the USA over 40 years ago, whom today, continue to be hard working role model citizens. Growing up with those who still either reside or whose families are still residing at 1600 Nelson has been key on my upbringing, to this date those relationships still exist. Today, I can look back on something as simple as the very sidewalk in front of 1600 Nelson that was for the majority of us, our playground, our summer home, our field of dreams and so forth. I recall that it is where I also stood with cap and gown after graduating high school desperately wanting to be a police officer and shortly thereafter it was where I decided to take my first steps toward boot camp and becoming a US Marine where I would honorably and proudly serve this country in several conflicts, including in combat after 9/11 in operation Enduring and Iraqi freedom. I can look back and know that having to deal with the many pressures and obstacles as a young man can have growing up in the city is what made me who I am today, and all of that started in a place I've called home my entire life, 1600 Nelson Avenue.

On September 5th of 2018, paper notifications were placed at the doors of the shareholders of 1600 Nelson and it was to notify everyone that our units were no longer ours, but was being transferred to new ownership via the third party transfer.

As I share these points with you all today, I would like to ask the following questions:

-Why is it that such a program designed to foreclose the properties from working citizens is done in such a devious manner?

-Why not design a program(s) that instead of encouraging greed and exploitation against the lower classes it would be one that actually encourages the hardworking people to keep their respective properties?

-How will programs like the Third Party Transfer aid in ending poverty in our city when it arguably exploits those who own their properties in the black and brown communities without a fair chance at the resources and services our government can provide?

To quote a famous poet, Víctor Hugo:

“There is always more misery among the lower classes than there is humanity in the higher.”

Victor Hugo, Les Misérables

The TPT program practiced in the middle-to-lower class communities seems to mainly focus on taking possession of the properties many blue collar citizens have worked for - as we see it better known as, "our house & picket fence in our American dream" - one that carries the potential to see that thousands of working people are displaced from what they have called home for more than two and three generations, not to mention how devastating and also challenging this has already been both physically and mentally on all of us. Which has also lead us to take greater notice of the growing gentrification happening around the whole city and how this designed program doesn't seem to be fair or just for the working class black and brown communities.

Finally, I kindly ask that the council takes a closer look at these oppressive practices that seek to strip communities of color of homeownership under the guise of "fixing" and restoring buildings owned by members of those communities. We are hardworking and united families deserving to keep our homes and to continue to be part of the backbone of this city and great nation. I would like to hold the promise I gave my daughter, to pass on to her my legacy and a place that she can call home for years to come where she can go on to study and pursue her career in law enforcement as she dreams of having in this city that she loves. Do not steal our intergenerational wealth and sweat equity. Please don't make me let her down.  
Thank you.

Semper Fidelis.

José J. González  
USMC, Combat Veteran

MIGUEL ANTONIO SANTIAGO

ATTORNEY AT LAW  
888 GRAND CONCOURSE  
SUITE 1 E  
BRONX, NEW YORK 10451  
(212) 665-7335

May 13, 1987

Benjamin M. Arai, Esq.  
Community Development Legal  
Assistance Center  
99 Hudson Street  
New York, N.Y. 10013

Re: Names of Shareholders and  
Scheduling of Shareholders  
Meeting

Dear Ben,

Please be advised that the following names and their respective apartments have been approved as the original shareholders of the 1600 Nelson Avenue Housing Development Fund Corporation. They are:

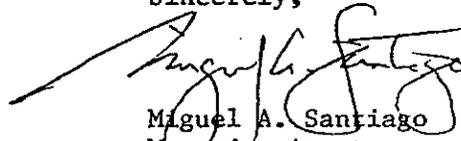
<u>APARTMENT NUMBER</u>	<u>NAMES</u>
1A	ANTONIO NIEVES
1B	ISABEL ADON
2A	ALFONSO ADON VARGAS
2B	MINERVA & EFIGENIO RIVERA
2C	ANACLETA & VICTOR FLORES
2DE	FILONILA VELAZQUEZ
2F	CHRISTINA ROSARIO
3BC	JOSE AND SANTA ROSA
3CD	MINERVA RODRIGUEZ
3F	VICTORIA ALMONTE
4A	THELMA POLONIA
4CD	WILLIAM RIVERA
4E	RAFAEL COTTO
5A	MIGUEL ANTONIO SANTIAGO
5B	MARISA THOMAS
5D	MATILDE GONZALEZ
5E	JORGE L. PEREZ

Also please be advised that we will be having our first shareholders meeting on May 21, 1987 at 7:30 P.M. in the school building JHS 82 located at Tremont & University Avenues.

You will have the opportunity to address the shareholders and we will be expecting you and/or Ms. Bechtel to hand out the certificates.

If there are any questions, please feel free to call.

Sincerely,



Miguel A. Santiago  
Managing Agent

MAS:nr

cc: Executive Committee

Local Law 37 of 1996 provides that there shall be an In Rem Foreclosure Release Board made up by, among others, the affected Borough President. See below:

17. Section 11-424.1 of the administrative code of the city of New York, as added by local law number 16 for the year 1991, is amended to read as follows:

11-424.1 In rem foreclosure release board. There shall be an in rem foreclosure release board consisting of the mayor, the speaker of the city council, the affected borough president, the corporation counsel and the commissioner of finance. For the purposes of this section, the affected borough president shall be the president of the borough in which a property proposed for release pursuant to this section is located. Members of the board may, by written authority filed with the board and with the city clerk, appoint delegates to act on their behalf as members of the board. The board shall have the power, acting by resolution, to authorize the release of the city's interest in property acquired by in rem tax foreclosure in accordance with [section] sections 11-412.1 and 11-424 of the code based upon a determination, in its discretion, that such release would be in the best interests of the city. The board shall act after a meeting at which the public has been provided an opportunity to comment on the proposed action. A resolution of the board authorizing a release of the city's interest in any property shall be adopted only upon the affirmative vote of not less than a majority of all the members of the board. The board may consider any information it deems relevant to a determination. The board shall not be required to state the reasons for its determination.

## Legal Letter of Complaint

From : Karen A. Waite Greenwood  
1760A East 48<sup>th</sup> Street  
Brooklyn, New York 11234

To : Brooklyn Neighborhood Services  
1012 Gates Avenue #2  
Brooklyn, New York 11221

Date : April 13, 2019

Re : Fraudulent Foreclosure of My Home by Chase Bank not the Original Mortgagor and Me Being Defraud by Mortgage Modification Companies like the Templeton Group and Home Owners Helpline

Dears Sirs:

I, homeowner Karen A. Waite Greenwood am writing this urgent legal complaint about my house at 1760A East 48<sup>th</sup> Street, Brooklyn, New York 11254 where I was duped into signing a sub-prime adjustable rate mortgage on July 21, 2004 with Washington Mutual Bank in Santa Rosa, California and who was subsequently shut down by the Federal Government and went out of business. And, my sub-prime home mortgage was assigned to another sub-prime bank named Wells Fargo Bank and my sub-prime home mortgage was assigned to another sub-prime lender named Wells Fargo Bank on October 26, 2006.

Next, on May 29, 2008 I received a mortgage satisfaction from Wells Fargo Bank saying that the mortgage on my house for \$272,020 dollars was fully satisfied and paid. But, Then I later suddenly obtained information that my sub-prime mortgage on May 22, 2008 was assigned to Chase Bank where there were no assignment or third party assignment papers assigning my so-called mortgage loan and mortgage debt from Wells Fargo Bank to Chase Bank filed with the New York City Register's office. I was duped and tricked thru fraud into signing a sub-prime mortgage on my house with Chase Bank. This sub-prime home mortgage loan generated by Chase Bank had no type of interest for the mortgage loan on it nor any type of specific mortgage terms for the home loan mortgage which now says it was for \$350,000 dollars.

Next, before transferring or assigning this fraudulent sub-prime mortgage Chase Bank came back to me and duped and tricked me into signing modification agreement on June 24, 2010 as ruse for me to keep my house; but, Chase Bank in that modification agreement fraudulently added \$10,665 dollars and 65 cents to my so-called sub-prime home loan mortgage making my mortgage with them now \$355,150 dollars and 31 cents. So, I resisted this sub-prime home loan mortgage Chase Bank said they had against my house. And, on October 15, 2012 Chase Bank sent me a letter saying that intended to foreclosure on my house. So, I sought help from several mortgage modification companies like the Templeton Group and Home Owners Helpline to stop any foreclosure by Chase Bank against my house. I paid the home modification companies to save my house and stop any foreclosure action against house by my Chase Bank. But, mortgage modification companies like the Templeton Group and Home Owners Helpline were fraudulent scam operations themselves and did nothing to save my house from foreclosure after I gave thousands of dollars in payments and fees. Even the attorney they referred to me, named attorney Michael Kennedy Karlson did nothing to stop Chase Bank from unlawfully and unjustly and fraudulently trying to foreclosure on my house in Kings County Supreme Court.

When Chase Bank fraudulently assigned this mortgage against my house to Federal National Mortgage Association in Dallas, Texas and Herdon, Virginia in December 2015; I became seeking help from Governmental authorities. Then in October of 2016 this fraudulent sub-prime mortgage from Chase Bank against my house was fraudulently transferred and assigned to another out of state financial entity called Wilmington Saving Fund Society and then to Carlsbad Funding Mortgage Trust, a financial entity that does not exist. So, I have relevant documentary proof of all the aforementioned instances of fraud cited specially against Chase Bank and these fraudulent third party sub-prime mortgage assignments to out of state banks and trusts and associations. Regarding there was no legal and valid assignment of my satisfied mortgage to Chase Bank from Wells Fargo.

Next, Chase Bank unlawfully and unjustly and fraudulently filed a summons and complaint on March 27, 2013 to foreclose on my house and the mortgage modification companies like the Templeton Group and Home Owners Helpline and the attorney they referred me to Michael Kennedy Karlson (a in house attorney) who I paid and retained to handle this matter since 2012 with Chase Bank did nothing answer to Chase Bank's false and fraudulent foreclosure Summons and Complaint filed on March 27, 2013. So, a Default Judgment was unlawfully and unjustly and fraudulently entered against me, the complainant Karen A. Waite Greenwood on December 17, 2015 by Judge Peter P. Sweeney in Kings County Supreme Court in the foreclosure action. Despite, me the complainant Karen A. Waite Greenwood never being duly served in any matter at my home on or me personally with this false and fraudulent Summons and Complaint by Chase Bank; a default judgment was entered against me allowing the foreclosure against my house.

Next, it came to my attention that the attorney I retained Michael Kennedy Karlson to prevent and stop the false and fraudulent brought by Chase Bank was also working for the State Supreme Court in the Court homeowners help program which created a massive conflict of interest. Further, after firing attorney Michael Kennedy Karlson; I the complainant filed on October 11, 2018 file my own motion to dismiss foreclosure summons and complaint fraudulently brought by Chase Bank only find the matter before Kings County Supreme Court Noach Dear who unlawfully and unjustly and fraudulently working with attorney Michael Kennedy Karlson in massive conflict of interest and breach of judicial ethics. Next, Judge Noach Dear unlawfully and unjustly and fraudulently on March 14, 2019 dismissed my Motion to Dismiss Chase Bank's Summons and Complaint foreclosing on my house by lying and falsely and fraudulently saying that my counsel Michael Kennedy Karlson "filed substantive papers in this action" on my behalf which is total falsehood and fraud upon the Court in his Court ruling. Further, 90 percent of all the houses of Black American homeowner's houses are being unlawfully and unjustly and fraudulently foreclosed in Judge

Noach Dear's part and Court room and he needs to be investigated and prosecuted for criminal fraud and Grand larceny. Judge Noach Dear is not upholding his oath of office to uphold United States Constitution and all the laws of the United States let alone the recent laws that the New York State Legislature passed into law protecting homeowners who became victims of the sub-prime home mortgage crisis which complainant Karen A. Waite Greenwood is one. I am requesting immediate from my New York State legislative representatives to save my house from being stolen by these aforementioned thieves and financial institutions like Chase Bank and its co-conspirators.

**I, complainant Karen A. Waite Greenwood am calling on New York State Legislators pass Laws establishing an immediate memorandum on all foreclosures involving sub-prime home mortgage and home equity loans.**

**Next, I am calling on New York State Legislators pass Laws establishing special legal task force of Lawyers to do vigorous foreclosure defense of Black American and poor homeowners who being severely affected by this foreclosure crisis especially in Brooklyn and Black communities around the state.**

**Next, I am calling on New York State Legislators pass Laws banding and outlawing out of state third-party assigning of these sub-prime home mortgages to financial entities not based in this state.**

**Next, I am calling on New York State Legislators pass Laws saying that the Courts must cancel all fraudulent sub-prime home mortgages where there is no valid assignment of that mortgage loan and mortgage debt to a third party.**

I, the complainant was a victim of the World Trade Center bombing on September 11, 2001 and I manage to buy my house and home for my family despite being affected health wise and I am request government other assistance to fight the fraudulent stealing of my home by Chase Bank.

Respectfully submitted,

---

Complainant Karen A. Waite Greenwood  
1760A East 48<sup>th</sup> Street  
Brooklyn, New York 11234

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2019

---

Notary Public

cc: New York State Senator Kevin Parker  
New York State Assemblywoman Diane Richardson  
New York State Assemblymen Nick Perry  
file

**Testimony by Salvatore D'Avola, Executive Director  
Neighborhood Restore Housing Development Fund Corporation**

**Joint Hearing by New York City Council  
Oversight and Investigations and Housing and Buildings Committees:  
HPD's Third Party Transfer Program**

**July 22, 2019**

Good morning, my name is Salvatore D'Avola and I am the executive director of Neighborhood Restore Housing Development Fund Corporation ("Neighborhood Restore"). I'd like to thank Chairman Cornegy and Chairman Torres and the committee members for allowing me to testify today. I am hopeful that through today's hearing we will get a better understanding and knowledge of the issues surrounding HPD's Third Party Transfer ("TPT") Program - which will help form the basis for a positive path forward. I am excited about the formation of the working group and look forward to exchanging ideas with other stakeholders.

Neighborhood Restore is a twenty year old non-profit organization that co-administers the TPT Program with HPD. It has been a successful preservation program that has improved the quality-of-life of thousands of low income families by improving their housing conditions and ensuring that their homes remain affordable. Neighborhood Restore's creation was a direct response to changes made to the City's in rem foreclosure procedures in 1996 that allowed for derelict and abandoned properties to be directly transferred by the City to new responsible ownership. As the temporary steward of these properties, we work in close collaboration with HPD and our community-based partners to ensure that the most urgent and hazardous conditions are addressed, that tenants are not displaced, and that rents remain affordable.

When owners of residential buildings fail to pay their real estate taxes or water and sewer charges, the City commences enforcement action against them. This takes one of two forms: either the City can sell the tax lien or it can commence *in rem* foreclosure proceedings. Properties whose tax liens are sold have their liens enforced by a non-governmental entity, which can result in the properties being sold at auction. For properties that go through in rem foreclosure proceedings, and the owners fail to pay their taxes and charges, the City completes the foreclosure and can take title to those buildings.

Through the TPT Program, the City instead conveys properties to Neighborhood Restore as the interim owner, which provides an opportunity for the HPD-qualified community-based organizations to establish relationships with the tenants, assess the physical needs of the buildings, secure rehabilitation financing and prepare for the final transfer, when they oversee the construction and re-occupancy of the buildings by the existing tenants. During Neighborhood Restore's interim ownership, the community-based organizations act as our property managers and handle the day-to-day management of these properties.

To be clear, Neighborhood Restore does not participate in the foreclosure process. Rather, our involvement really begins at the time that the foreclosure action is complete and title is transferred to Neighborhood Restore.

Since 1999, 520 properties with over 6000 units of housing located throughout New York City's five boroughs have been included in the TPT Program. The vast majority of properties that enter the Program are multi-family privately-owned occupied buildings, however, vacant land and vacant buildings that are blights to their communities have also been included, as have former housing development fund corporation cooperatives (more commonly known as "HDFC coops"). These HDFC coops typically have high municipal debt and are in need of extensive repairs. Through their inclusion in the TPT Program, the financial and physical needs of the buildings are met and the residents remain in safe, rent-regulated affordable homes.

As the executive director of Neighborhood Restore, I have overseen the transfer of properties through seven rounds of foreclosure, including the most recent round that resulted in our taking ownership to 62 properties. During my tenure, I have walked through many buildings and have first-hand knowledge of the living conditions that tenants have been subject to prior to their buildings' inclusion in the Program. This recent round is no different. These properties have: (1) malfunctioning and inoperable boilers causing heat and hot water issues; (2) leaky roofs and broken plumbing pipes triggering the growth of black mold and collapsing ceilings; (3) peeling paint and lead-based paint hazards; (4) gas-line shut offs; (5) illegal apartment conversions; (6) structural concerns; and; (7) blatantly illegal and illicit activities. A handful of these buildings are in such bad shape that it was deemed prudent to temporarily relocate tenants into other neighborhood buildings and expedite the rehabilitation that will allow for tenants' return. I have also been fortunate enough to see the fruits of our collective labor where, after the completion of rehabilitation and re-occupancy, the lives of thousands of tenants have been transformed and significantly improved.

With that being said, it has been two decades since the inception of the TPT Program. New York City is not the same city it was in 1996, it has changed and many of our communities face new and different challenges. Given that, a review and re-assessment of aspects of the Program seems timely, appropriate and beneficial. The TPT Program remains an effective anti-displacement and anti-abandonment effort that increases the quality of affordable housing for New York City's low-income families, stabilizes neighborhoods and positively impacts the overall well-being of New York City. Efforts to improve the TPT Program to make it even more productive and responsive to the needs of the City's residents and neighborhoods, is a welcome challenge.

I thank you for your time and interest in our work. I am happy to answer any questions.

###

**Urban Homesteading Assistance Board (UHAB) Testimony  
Council Oversight Hearing on Third Party Transfer  
June 17<sup>th</sup> , 2019**

**Full Written Testimony:**

Over the past 45 years, the Urban Homesteading Assistance Board (UHAB) has been involved in the creation and preservation of 1,100 HDFC co-ops through a variety of City programs: first Homesteading, then TIL and the other DAMP Programs, and now through development programs including Third Party Transfer. Through all of this, we have learned that successful co-ops are as much about the people who form and sustain them as they are about real estate development and finance. Our testimony today will focus primarily on TPT and HDFC cooperatives and our reasons for opposing the relatively recent decision to eliminate the opportunity for all distressed co-ops to get 'a second chance'.

**Rental Housing and TPT**

Following Round X of TPT, there has been increased scrutiny into the program. We are pleased that lawmakers are looking into the program, as it is an important tool for improving the living conditions of tenants in neglected buildings. However, it can benefit from some improvements. We feel that it is important to be clear about the process under which TPT currently operates and to dispel some recent misconceptions about the program.

TPT is intended to address persistent tax delinquencies, improve building conditions, and preserve affordable rental as well as homeownership opportunities for tenants. Sponsors of TPT buildings, all of whom must be pre-qualified by HPD, are required to maintain rents at levels that are affordable to tenants; even if a TPT-eligible building is located in a gentrifying neighborhood. Therefore, the TPT process *does not* put the tenants at increased risk of displacement. On the contrary, it helps to stabilize tenants within their neighborhoods, and ensures the long-term affordability of the buildings developed through the program.

In order for a Class 1 or 2 building to be a candidate for TPT, a building must qualify as distressed, a definition for which there are three clear criteria listed in the Rules of the City of New York namely:

- 1) Lien to value ratio  $\geq$  15%, and
- 2) 5 or more hazardous violations, or
- 3) Liens for HPD repair/elimination of dangerous or unlawful conditions

*"Distressed Property" shall mean any parcel of class one or class two real property that is subject to a tax lien or liens with a lien or liens to value ratio,*

*as determined by the Commissioner of Finance, equal to or greater than fifteen percent and that meets one of the following two criteria:*

*(a) such parcel has an average of five or more hazardous or immediately hazardous violations of record of the Housing Maintenance Code per dwelling unit; or*

*(b) such parcel is subject to a lien or liens for any expenses incurred by HPD for the repair or the elimination of any dangerous or unlawful conditions therein, pursuant to Administrative Code § 27-2144, in an amount equal to or greater than one thousand dollars.*

These criteria ensure that buildings selected for TPT are in fact in need of significant repairs and financially distressed. In many of these buildings, the tenants are low-income immigrants or people of color who have been neglected for years by the building owners. We believe these tenants deserve a chance at affordable homeownership and an opportunity to take control of their housing. When the tenants are notified of the potential foreclosure, they have the option to decide whether they are interested in forming an HDFC co-op or remaining as rental tenants. Meanwhile, owners of TPT-eligible rental buildings have a period of nearly a year to enter into a payment agreement for DOF and DEP arrears. A discussion of notice and opportunities to cure is included below.

We would encourage the City Council to avoid a moratorium on TPT; or, if there is a moratorium, to set clear (and short) time limits with a plan for addressing problems in the program and beginning Round XI. The more time elapses between rounds, the more difficult it is to build on the lessons learned from the previous round and the longer residents languish in substandard or unsafe conditions. We believe the TPT program should be reformed but not repealed and are interested in discussing the lessons we have learned through over 15 years of experience with the program with the legislators who have organized this hearing today.

### **Overview of HDFCs and the TPT program**

Third Party Transfer, or TPT, is a valuable and successful tool to create additional affordable homeownership in New York City, and that is largely how we have used it over the past 16 years. UHAB has developed 37 projects through TPT, comprising over 775 affordable homes, the great majority of which became affordable co-ops. The projects we have developed through TPT were a mix of formerly neglected rental buildings and struggling HDFC coops that were fortunately given a second chance at success.

We have found the program to be effective for both creating new HDFC coops and giving struggling HDFCs a second chance at success, when appropriate. The benefits of TPT include: a fully scoped renovation, the clearing of the municipal liens, intense stewardship, training, resident performance milestones prior to coop creation, and ongoing support. Together, these characteristics of the program have resulted in the creation of many HDFC co-ops that have thus far been 99% successful by HPD standards.

It is important to point out that the current HDFC co-ops that are facing in rem foreclosure, including those that were formerly failing, are a small minority of the entire stock of HDFCs. *The majority of the more than 1,100 HDFC co-ops are thriving: free from municipal debt, in good physical condition, and providing deeply affordable housing to their residents.*

All of the HDFC co-ops that are included in Round X of TPT were at one time City-Owned property. The residents in these co-ops are the people who stayed after their buildings were abandoned by their previous owners and their neighborhoods were neglected and ignored by lending institutions and traditional channels of support. The only reason these co-ops exist as affordable housing today is because the residents fought for their homes and communities. We must acknowledge and thank the residents of these buildings, and of all of the HDFC co-ops across the city, who have been stewards of this invaluable stock of affordable housing for decades.

### **How HDFCs end up on the TPT list**

There is not a single narrative that can describe the reason why over 100 HDFC co-ops have fallen behind on their municipal charges, and why 62 faced City foreclosure in Round X. A small percentage are failing due to long term board dysfunction or neglect. As such, they should be evaluated accordingly when entering the program.

Some co-ops received very minimal repairs from HPD construction and loan programs due to limited City resources and programmatic limitations at the time. For example, a building may have needed a new roof, new boiler, and pointing work but only received enough subsidy to cover the costs of replacing the boiler. Faced with the choice of replacing a leaky roof or paying their property taxes, for example, some residents chose to make repairs necessary to ensure that the residents of their building had decent, safe, and affordable housing. These affordable co-ops could be preserved if given the chance, as their 'failure' is not related to dysfunction or neglect. An obvious, less dramatic, solution for these co-ops is to provide them with the necessary guidance to secure capital for the repayment of municipal debt as well as for needed renovations.

Some co-ops paid their municipal charges and had good governance practices for decades, but in recent years the core leaders have died, moved away, or have decided to step back and there is no one new to guide the building. These co-ops can benefit from additional organizing and training to reestablish leadership and best practices.

Some co-ops have members who are very low-income and while they are capable of managing and running their own housing, they cannot raise their monthly charges to the level needed to operate their building without the addition of rental subsidy. Additional Section 8 maybe the solution here.

We can best support these projects by acknowledging the various unique challenges they have been facing and being careful not to paint every co-op with the same broad brush.

### **Communication about TPT to HDFC Co-ops**

UHAB has firsthand knowledge the HDFCs included in Round X of the TPT action, a notice of foreclosure was sent to the recipient of each building's DOF bills in July 2015. The City then notified the Board of Directors of each building by letter, and then made automated calls in English and Spanish. Claims that owners and residents were not notified may be true but must be anomalies.

In addition, upon receiving the list of Round X buildings, UHAB independently connected with Board members or shareholders in nearly all of the HDFC co-ops to discuss their options. Our goal being to try to assist them to get out of the program whenever possible. We had existing contact information for shareholders and Board members in almost every building due to our decades of work with the HDFC community. *15 to 20 of the HDFC co-ops that were included in Round X worked with UHAB to package a loan, enter a payment plan, or apply for tax amnesty and were removed from the action, and work is ongoing.*

### **Support needed for HDFCs to avoid TPT and unique needs of HDFCs**

While we know that there are some co-ops included in the action that would benefit from new ownership and would better provide safe, secure and affordable housing as a rental owned by a responsible landlord, we believe that HDFCs need more resources and support to ensure that no co-op that has a chance of redeeming and getting back on track financially ends up being foreclosed upon. If this is at all a viable possibility, there is no persuasive reason that we can think of not to support them and to preserve this valuable resource.

Co-ops that appear on the surface to be "failures" can re-organize themselves and get back on track. In our decades of experience, the process of packaging a loan, entering a payment plan, selling vacant units, and/or applying for tax amnesty takes significant commitment from shareholders in addition to the support from a technical assistance provider. For example, UHAB worked with 875 Longfellow Avenue in the Bronx for over 2 years to first explore a private loan and then ultimately to apply for tax forgiveness. Our work included: underwriting for the potential loan, facilitating multiple elections, facilitating special meetings to discuss and vote on adopting of a regulatory agreement, and collecting income verifications from every shareholder. We also coordinated and attended meetings with their City Council member, Councilmember Salamanca, to advocate for their removal from the list due to their pending tax amnesty application.

Our recommendations that make redemption more financially feasible for HDFC co-ops include free legal help to clarify issues around shareholder status and estate planning, as well as smaller down payments to enter into payment agreements with DEP and DOF. UHAB is working closely with Assemblymember Harvey Epstein to pass state legislation

that would enable the City of New York to improve its tax forgiveness legislation and to extend the DAMP tax cap, the mechanism by which many HDFC coops receive a property tax abatement. We anticipate that these important pieces of legislation will be introduced shortly and are eager to meet with the elected officials that organized this important hearing today to discuss them.

We also recommend more communication, including in-person communication, to more residents in the HDFC co-ops earlier on in the process. Moving forward we suggest that notices of foreclosure be sent to all residents in a building facing TPT if it is an HDFC co-op so that, if a board is inactive or not in communication with their neighbors, the shareholders can also take action and will have the time needed to do so.

A significant barrier worth highlighting is shareholders' hesitancy to take out loans due to the necessary and often high maintenance fee increases required. The residents of many HDFC co-ops are extremely low-income and without additional rental subsidy, rent-restructuring is often not possible. We believe that all people regardless of income are capable of making their own decisions about their housing, so in order for HDFCs to genuinely have options we advocate for making Section 8 vouchers available to low-income, rent-burdened residents in HDFC co-ops during the loan packaging process.

Our experience has shown us that proactive stewardship, ongoing support and training, and oversight, as opposed to policing, are all essential for the health of HDFC co-ops. Of the 200+ co-ops we monitor, over 99% are thriving and are in compliance with their regulatory agreements with the City, State or a lender. Due to our advocacy in the earlier 2000s, third-party monitoring is now a requirement for HDFCs that convert through any one of the City's development programs, including TPT. Appropriate monitoring, with a stewardship approach, is a critical tool for continued success.

### **Conclusion:**

At UHAB we are committed to preserving the precious stock of affordable cooperative homeownership in New York City, and have put in significant work to save as many HDFCs as we can from going into TPT. We believe that more can be done to ensure not only that HDFCs avoid TPT, but avoid falling into municipal debt in the first place, and that resources to provide as much support as early as possible is essential. With the right resources and support, we can ensure that we will continue to have strong HDFC cooperatives for the next generation of New Yorkers.

We also believe that TPT remains an important tool to preserve rental buildings that have fallen into distress and can be used to create additional homeownership opportunities for tenants of those buildings. The TPT program, as applied to HDFC cooperatives, can successfully directly address the public's concerns about the loss of existing, and creation of new, homeownership within their communities. We ask this Committee to act quickly to improve the program so it can remain as part of our affordable housing preservation tool kit.

During the 1970 and 80's the Bronx, and NYC as a whole, was experiencing an economic crisis. The Governor and Mayor even sought the help of the Federal Government meeting with then President Ford, to ask for help, which was eventually denied.

It was during those times, and with many landlords abandoning the buildings in the Bronx or burning them throughout NYC, that the Tenant Interim Lease (TIL) program which began in 1979, as a way to reclaim abandon and/or dilapidated buildings and give tenants the opportunity to own a piece of the American dream.

Our building was one of those buildings involved in that process. We began our transition from TIL to a HDFC in May, 1983 and finalize the process when we received our Deed on February 2, 1987.

- 1) The building was sold to us "As Is". With the City (NYC and primarily HPD) providing no capital improvements and no financial resources to manage the building. The exception to this was during the TIL period the city only installed a **new boiler and changed the windows**. They also installed new cabinets in the kitchen and new bathtubs. They did not do any improvement in the electrical wiring or the water pipes or heaters.
- 2) Since taking ownership of the building the coop has been dealing with several unexpected expenses that have had a great impact on the building's financial stability.
- 3) In May 2014 the first floor apartment, 1A, was completely destroyed by a fire and the Coop incurred an expense of \$16,995.93.
- 4) Between 2014 and 2016 the building took on a repair project to the main plumbing lines and structure areas of the building, including aging windows and windows sills and other minor repairs. This totaled about \$40,000.00.
- 5) Repairs to building structures, such as roof and safety equipment, such as Dry Chemical fire extinguishers, carbon monoxide etc. totaling \$14,391.00 in the year 2017-18.
- 6) Expense installing a front gate due to high crime and drugs and criminal activity. This was done to prevent loitering and reduce the chances that the residents of the building will be in harm's way. The fence cost \$11,000.00
- 7) Expense on intercom system \$2000.00
- 8) Expense closed circuit security cameras \$12,350.00
- 9) On August 04, 2017 a near gas explosion occurred in our building, due to aging gas pipes. This was an unexpected expense and one that left the residents of 1600 HDFC without gas

for several months. The HDFC had to come up with over \$50,000.00 to repair the main gas supply line and install new gas pipes inside all apartments.

- 10) On or around November 2<sup>nd</sup>, 2017 a letter from HPD was placed in the building informing “tenants” that the building was in the process of being transferred thru the TPT (Third Party Transfer) program. There was an emergency meeting and the managing agent, Mr. Gomez, assured us that this was not an issue as he had a payment agreement with the city to pay the back taxes and water bill.
- 11) In 2015 the City of New York commenced in Rem Foreclosure against 1600 Nelson Avenue HDFC. The Shareholders, the managing agent and the Executive Board were never informed. This foreclosure proceeding, we later learned that there were at least 87 buildings in the Bronx.

## Supporting Documents

### Exhibit A

- NYC Environmental Protection Payment agreement
- Payment Agreement Schedule
- Settlement terms
- HDFC Foreclosure Bullet Points
- District Council Members & PA request Foreclosure Moratorium to HPD Commissioner.
- NYS Legislative Caucus request of TPT Moratorium for Investigation.
- Council Member Bill Perkins - TPT Removal Request
- Local Law 37 of 1996 - Rem Foreclosure Admin. Codes
- In Rem Foreclosure email
- Court Appearance Information
- Order to Show Cause - Hon. Ben R. Barbato.
- Deputy Chief Admin. Hon. George J. Silver appointed new Judge for 1600 Nelson HDFC Rem Tax Foreclosure Action.
- Monthly Rent / Maint. Roll
- Current Budget v. Future Budget
- Building Registration Summary Report
- District City Council & State Assy. Reference.
- Bronx HDFC Corporations in Rem

### Exhibit B

- 1600 HDFC Photos
  - Roof
  - Building Exterior
  - Boiler
  - Electric Meters
  - Basement
  - Common Areas
  - Apt. 5F
  - Apt. 5D
  - Apt. 5B
  - Apt. 4E
  - Apt. 4D
  - Apt. 3E
  - Apt. 3A
  - Apt. 2D
  - Apt. 2B
  - Apt. 1B
  - Apt. 1A

### Exhibit C

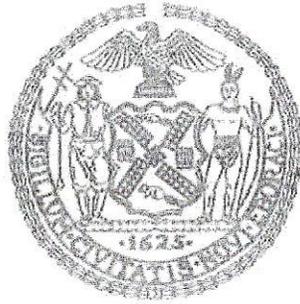
- City Collector Payment History
- Department of Finance
- Water Payment Agreement and Payments
- HPD Third Party Transfer letter

### Exhibit D

- Fire damage expense receipts
- Roof repairs
- Electrical Wiring upgrade
- Fire Department approval
- Main Gas Supply Renovation
- Intercom System
- Camera/Surveillance System

### Exhibit E

- 1600 Nelson HDFC Deed
- Restructuring Rent Roll



October 10, 2017

Maria Torres-Springer  
Commissioner  
NYC Housing Preservation & Development  
100 Gold Street  
New York, NY 10038

Dear Commissioner Torres-Springer:

It has come to our attention that the Department of Housing Preservation & Development (HPD) 2017 Third Party Transfer (TPT) Round X is moving ahead with foreclosure proceedings of 84 HDFCs. While we understand that you have made efforts to assist these buildings in order for them to achieve good standing, we do not want to lose this essential stock of housing which have made the dream of affordable homeownership possible for over 2,000 families. Therefore, we are requesting that HPD issue a moratorium on HDFC foreclosures, in order to focus on the necessary next steps towards supporting these HDFC buildings in need.

HDFC shareholders have invested significant amounts of their own money, sweat equity and effort into their homes, their buildings and the community at large. Studies have shown that homeowners are more civically engaged in their communities, volunteer at higher rates, and there is a correlation, all things being equal, between homeownership and success in health and academia in children.

We know that Mayor de Blasio and HPD are committed to maintaining the affordability of these units, but if they cease being owner-occupied homes it would be a major loss for our city, not to mention the owners themselves. Preservation of these HDFCs would undoubtedly be less costly than the creation of new owner-occupied housing.

We acknowledge that some of the buildings listed for foreclosure no longer have active shareholders residing in them. Others may contain shareholders that have apprehensions regarding their existing structure and prefer reverting to affordable rentals that would be renovated. It is for this reason that we ask for a more judicious screening process to ensure that buildings on the right path are not subject to foreclosure.

We believe that additional communication between HPD and HDFCs at risk of foreclosure would benefit both parties. Most of the 84 HDFCs listed are self-managed and could benefit from the advice of HPD. For example, retroactive Article XI exemption is one tool at HPD's disposal in alleviating a buildings tax burden. Removing the deadline for applying for Article XI tax amnesty would offer shareholders the opportunity to keep their buildings running.

We also ask that the moratorium include collaboration with the Department of Finance and the Department of Environmental Protection, the two agencies in which arrears lead to foreclosure proceedings, as well as with the HDFC Coalition and the Brooklyn HDFC Coalition. Promotion of inter-agency cooperation encourages a transparent and inclusive format in which shareholders and agencies work towards solutions for troubled HDFCs.

With the threat of TPT judgement looming, we ask that you stop the clock on HDFC foreclosure, and that together we re-examine what appropriate tools and resources are necessary to ensure that our HDFCs not only survive but thrive.

Sincerely,



Mark Levine  
Council Member, 7th District



Margaret Chin  
Council Member, 1st District



Corey Johnson  
Council Member, 3rd District



Ben Kallos  
Council Member, 5th District



Helen Rosenthal  
Council Member, 6th District



Ydanis Rodriguez  
Council Member, 10th District



Andrew Cohen  
Council Member, 11th District



Ritchie Torres  
Council Member, 15th District



Rafael Salamanca Jr.  
Council Member, 17th District



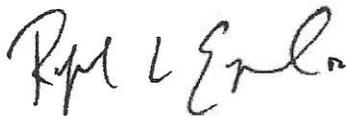
I. Daneek Miller  
Council Member, 27th District



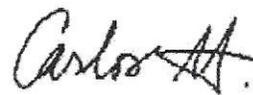
Karen Koslowitz,  
Council Member, 29th District



Antonio Reynoso  
Council Member, 34th District



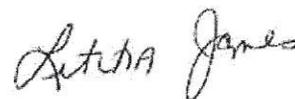
Rafael Espinal Jr.  
Council Member, 37th District



Carlos Menchaca  
Council Member, 38th District



Mark Treyger  
Council Member, 47th District



Letitia James  
Public Advocate

intended by New York City Local Law No. 37, as adopted in 1996, and by the authority given by New York State to New York City to engage in *in rem* foreclosure proceedings in the prior decade. One fundamental question that comes to the fore is whether, or the extent to which, New York City's 2015 to 2018 transfers of ownership and management of 66 properties pursuant to the December 2017 Kings County judgment, utilizing its distressed property law proceedings, were within the boundaries of the purpose of these proceedings, or whether New York City overreached in its authority to employ the *in rem* foreclosure method to take title of the properties.

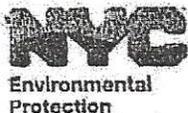
We are alarmed by the fact that the properties on this list in Kings County are located exclusively in rapidly gentrifying, Black and Brown communities such as Bedford Stuyvesant, Crown Heights, Brownsville, Bushwick and East New York; where displacement of working families and seniors from these communities is at an all-time high. Apparently, similar proceedings and judgments were embarked on by HPD and DOF in communities in Queens County and Bronx County. We, the members of the Black, Puerto Rican Hispanic and Asian Legislative Caucus represent the communities where these properties are located.

We were shocked to learn that not only were the 66 properties in Kings County moved swiftly through court proceedings in 2017 -- as a single package -- but that they did not all appear to be the dilapidated, abandoned buildings this process was intended to target in 1985 (when the *in rem* proceedings were first permitted for use by New York City), or in 1996 (when the *distressed property* laws and provisions were adopted). Also alarming is the fact that several property owners have spent months working to fulfill their financial obligations to the City, as the City's *distressed property* laws permit them to do (and some have even paid administrative fees and entered into installment agreements in place to preserve their ownership), without knowing or being informed by your agency especially that they no longer held their deed. **The lack of transparency around this process is troublesome.**

Most alarming is the fact that currently tenants at these properties are expressing confusion with the abrupt change in ownership and management of their buildings, and anxiety about being displaced from the affordable units in their communities. Many of these tenants and their families are long-term residents of our communities. We of course support the original intent of this program to protect tenants, by stabilizing buildings that are actually distressed and abandoned.

However, we believe that we are duty bound to ensure that the city's agencies are simultaneously advancing the related intent of the City law (that is, to preserve property ownership). The actions recently taken by HPD do not appear to be in line with this purpose. Homeownership is one of the few opportunities for communities of color to build intergenerational wealth, and regard for property ownership is a fundamental tenet of our State Constitution. **A single misstep in a program such as this is one too many when it can result in one of our constituents losing their home, and the families' equity and investment in such properties, unjustly or unfairly.**

These cases must thus be thoroughly investigated, and solutions developed that allow for continued ownership of the properties which the City designates as Class One and Class Two properties, by those individuals and families that have been the bedrock of our communities (especially those who have provided affordable tenancies to working families before our communities became attractive for "gentrification"). As an initial proposal, homeowners and Housing Development Fund Corporation (HDFC) cooperatives must be provided assistance with ongoing maintenance requirements and management support, rather than the taking of their title to their property and



# PAYMENT AGREEMENT

May 8, 2015

**PROPERTY ADDRESS**

117 FEATHERBED LN  
Borough: The Bronx  
Block: 02876 Lot: 0001  
Account No: 1000167150001  
Open Balance: \$165,441.36  
Service Period: 07/01/06 to 07/01/14

1600 NAH DTC  
PO BOX 523092  
BRONX NY 10452

Dear customer:

This agreement between the Department of Environmental Protection and the named individual as the legal representative or owner of the property, documents a promise to satisfy past due water and sewer charges issued against the above the mentioned property and account number. By signing this document, the named individual agrees to submit the first of 120 monthly payments by 06/12/15. You will receive a consolidated bill each month that consists of the agreed upon Payment Agreement Installment Amount of \$1,378.68, the current months' interest accrued on the prior balance and any new water and sewer charges. If you miss a payment, the charge will be carried over to your next monthly consolidated bill.

If the required monthly payments are made on time and in full, the total amount paid under this agreement will equal \$165,441.36 in principal and \$75,068.91 in interest. Please note that failure to submit the above described payments to DEP on or before the due date as agreed to in this document will increase the amount of interest charged and therefore the total amount due. Please be aware that these amounts only include what is owed pursuant to this agreement and do not include any new water and sewer charges.

All unpaid balances for water and sewer charges accrue interest at 9% per year, compounded monthly. To avoid additional interest charges, monthly installment payments must be received by the "Payment due by" date listed on your water and sewer bill.

In the event of any failure to pay current water and sewer charges on the above property, or any monthly installment under this Payment Agreement, when the payment is due, DEP and the NYC Water Board will undertake all efforts provided under law and equity to recover the full sum due. Customers who default on their payment agreement and are then sold in a City tax lien sale will not be allowed to enter into a payment agreement for a period of five(5) years.

*Unpaid water and sewer charges constitute a lien against the property. Failure to satisfy this debt may result in inclusion of the property in a City tax lien sale, which could, in turn, lead to a foreclosure action against the property to collect unpaid charges. In addition, failure to satisfy this debt may result in your unpaid balance being reported to a credit reporting agency by the Department of Environmental Protection.*

Please note that the entire unpaid balance is due to the Water Board before your property is sold, refinanced, or transferred.

If you have any questions, please contact the NYC Department of Environmental Protection Collection Department by phone at (718) 595-7890 or in person by visiting our Queens office at 59-17 Junction Boulevard, 13th Floor.

By signing below, you indicate your acceptance of these terms and agree that the charges on this account are valid and can not be disputed.

  
\_\_\_\_\_  
Owner or Agent Signature

NYS Drivers License  
Type of ID (i.e. NYS license, Passport)

D. Sital  
\_\_\_\_\_  
DEP Representative Signature

5/8/15  
Date



## PAYMENT AGREEMENT SCHEDULE

### Account Information

Owner's Name:	1600 NAH DTC	Account Number:	1000167150001
Service Address:	117 FEATHERBED LN BRONX, NY 10452	Payment Agreement Amount:	\$165,441.36
Borough/Block/Lot:	02-02876-0001	Down Payment:	\$0.00

### Agreement Information

Monthly Installment Payment:	\$1,378.68	Payment Agreement Balance:	\$165,441.36
Total Annual Payment:	\$16,544.16	Annual Interest Rate:	9.00%
Interest in First Year of Agreement:	\$14,207.28	Agreement Period in Months:	120
Interest Over Term of Agreement:	\$75,068.91	First Payment Due Date:	Jun 12, 2015
Total of All Payments:	\$240,510.27		

PLEASE MAIL YOUR PAYMENTS TO: NYC WATER BOARD, P.O. BOX 11863, NEWARK, NJ 07101-8163

**\*\* This payment schedule is intended for illustration purposes only. Interest payments shown below are calculated at 9% per year, compounded monthly, and assume that the customer will pay their monthly amount on time as well as keep current with new charges as issued. Failure to pay any charges on time will result in additional interest being charged.\*\***

### Payment Details

No	Payment Due Date	Beginning Balance	Payments	Installment Amount	Interest	Cumulative Installment Amount	Cumulative Interest	Ending Balance
1	Jun 12, 2015	\$165,441.36	\$2,619.49	\$1,378.68	\$1,240.81	\$1,378.68	\$1,240.81	\$164,062.68
2	Jul 12, 2015	\$164,062.68	\$2,609.15	\$1,378.68	\$1,230.47	\$2,757.36	\$2,471.28	\$162,684.00
3	Aug 12, 2015	\$162,684.00	\$2,598.81	\$1,378.68	\$1,220.13	\$4,136.04	\$3,691.41	\$161,305.32
4	Sep 12, 2015	\$161,305.32	\$2,588.47	\$1,378.68	\$1,209.79	\$5,514.72	\$4,901.20	\$159,926.64
5	Oct 12, 2015	\$159,926.64	\$2,578.13	\$1,378.68	\$1,199.45	\$6,893.40	\$6,100.65	\$158,547.96
6	Nov 12, 2015	\$158,547.96	\$2,567.79	\$1,378.68	\$1,189.11	\$8,272.08	\$7,289.76	\$157,169.28
7	Dec 12, 2015	\$157,169.28	\$2,557.45	\$1,378.68	\$1,178.77	\$9,650.76	\$8,468.53	\$155,790.60
8	Jan 12, 2016	\$155,790.60	\$2,547.11	\$1,378.68	\$1,168.43	\$11,029.44	\$9,636.96	\$154,411.92
9	Feb 12, 2016	\$154,411.92	\$2,536.77	\$1,378.68	\$1,158.09	\$12,408.12	\$10,795.05	\$153,033.24
10	Mar 12, 2016	\$153,033.24	\$2,526.43	\$1,378.68	\$1,147.75	\$13,786.80	\$11,942.80	\$151,654.56
11	Apr 12, 2016	\$151,654.56	\$2,516.09	\$1,378.68	\$1,137.41	\$15,165.48	\$13,080.21	\$150,275.88
12	May 12, 2016	\$150,275.88	\$2,505.75	\$1,378.68	\$1,127.07	\$16,544.16	\$14,207.28	\$148,897.20
13	Jun 12, 2016	\$148,897.20	\$2,495.41	\$1,378.68	\$1,116.73	\$17,922.84	\$15,324.00	\$147,518.52
14	Jul 12, 2016	\$147,518.52	\$2,485.07	\$1,378.68	\$1,106.39	\$19,301.52	\$16,430.39	\$146,139.84
15	Aug 12, 2016	\$146,139.84	\$2,474.73	\$1,378.68	\$1,096.05	\$20,680.20	\$17,526.44	\$144,761.16
16	Sep 12, 2016	\$144,761.16	\$2,464.39	\$1,378.68	\$1,085.71	\$22,058.88	\$18,612.15	\$143,382.48
17	Oct 12, 2016	\$143,382.48	\$2,454.05	\$1,378.68	\$1,075.37	\$23,437.56	\$19,687.52	\$142,003.80
18	Nov 12, 2016	\$142,003.80	\$2,443.71	\$1,378.68	\$1,065.03	\$24,816.24	\$20,752.55	\$140,625.12
19	Dec 12, 2016	\$140,625.12	\$2,433.37	\$1,378.68	\$1,054.69	\$26,194.92	\$21,807.24	\$139,246.44
20	Jan 12, 2017	\$139,246.44	\$2,423.03	\$1,378.68	\$1,044.35	\$27,573.60	\$22,851.58	\$137,867.76
21	Feb 12, 2017	\$137,867.76	\$2,412.69	\$1,378.68	\$1,034.01	\$28,952.28	\$23,885.59	\$136,489.08
22	Mar 12, 2017	\$136,489.08	\$2,402.35	\$1,378.68	\$1,023.67	\$30,330.96	\$24,909.26	\$135,110.40
23	Apr 12, 2017	\$135,110.40	\$2,392.01	\$1,378.68	\$1,013.33	\$31,709.64	\$25,922.59	\$133,731.72
24	May 12, 2017	\$133,731.72	\$2,381.67	\$1,378.68	\$1,002.99	\$33,088.32	\$26,925.58	\$132,353.04
25	Jun 12, 2017	\$132,353.04	\$2,371.33	\$1,378.68	\$992.65	\$34,467.00	\$27,918.22	\$130,974.36
26	Jul 12, 2017	\$130,974.36	\$2,360.99	\$1,378.68	\$982.31	\$35,845.68	\$28,900.53	\$129,595.68
27	Aug 12, 2017	\$129,595.68	\$2,350.65	\$1,378.68	\$971.97	\$37,224.36	\$29,872.50	\$128,217.00
28	Sep 12, 2017	\$128,217.00	\$2,340.31	\$1,378.68	\$961.63	\$38,603.04	\$30,834.13	\$126,838.32
29	Oct 12, 2017	\$126,838.32	\$2,329.97	\$1,378.68	\$951.29	\$39,981.72	\$31,785.42	\$125,459.64
30	Nov 12, 2017	\$125,459.64	\$2,319.63	\$1,378.68	\$940.95	\$41,360.40	\$32,726.36	\$124,080.96

31	Dec 12, 2017	\$124,080.96	\$2,309.29	\$1,378.68	\$930.61	\$42,739.08	\$33,656.97	\$122,702.28
32	Jan 12, 2018	\$122,702.28	\$2,298.95	\$1,378.68	\$920.27	\$44,117.76	\$34,577.24	\$121,323.60
33	Feb 12, 2018	\$121,323.60	\$2,288.61	\$1,378.68	\$909.93	\$45,496.44	\$35,487.16	\$119,944.92
34	Mar 12, 2018	\$119,944.92	\$2,278.27	\$1,378.68	\$899.59	\$46,875.12	\$36,386.75	\$118,566.24
35	Apr 12, 2018	\$118,566.24	\$2,267.93	\$1,378.68	\$889.25	\$48,253.80	\$37,276.00	\$117,187.56
36	May 12, 2018	\$117,187.56	\$2,257.59	\$1,378.68	\$878.91	\$49,632.48	\$38,154.90	\$115,808.88
37	Jun 12, 2018	\$115,808.88	\$2,247.25	\$1,378.68	\$868.57	\$51,011.16	\$39,023.47	\$114,430.20
38	Jul 12, 2018	\$114,430.20	\$2,236.91	\$1,378.68	\$858.23	\$52,389.84	\$39,881.70	\$113,051.52
39	Aug 12, 2018	\$113,051.52	\$2,226.57	\$1,378.68	\$847.89	\$53,768.52	\$40,729.58	\$111,672.84
40	Sep 12, 2018	\$111,672.84	\$2,216.23	\$1,378.68	\$837.55	\$55,147.20	\$41,567.13	\$110,294.16
41	Oct 12, 2018	\$110,294.16	\$2,205.89	\$1,378.68	\$827.21	\$56,525.88	\$42,394.34	\$108,915.48
42	Nov 12, 2018	\$108,915.48	\$2,195.55	\$1,378.68	\$816.87	\$57,904.56	\$43,211.20	\$107,536.80
43	Dec 12, 2018	\$107,536.80	\$2,185.21	\$1,378.68	\$806.53	\$59,283.24	\$44,017.73	\$106,158.12
44	Jan 12, 2019	\$106,158.12	\$2,174.87	\$1,378.68	\$796.19	\$60,661.92	\$44,813.91	\$104,779.44
45	Feb 12, 2019	\$104,779.44	\$2,164.53	\$1,378.68	\$785.85	\$62,040.60	\$45,599.76	\$103,400.76
46	Mar 12, 2019	\$103,400.76	\$2,154.19	\$1,378.68	\$775.51	\$63,419.28	\$46,375.27	\$102,022.08
47	Apr 12, 2019	\$102,022.08	\$2,143.85	\$1,378.68	\$765.17	\$64,797.96	\$47,140.43	\$100,643.40
48	May 12, 2019	\$100,643.40	\$2,133.51	\$1,378.68	\$754.83	\$66,176.64	\$47,895.26	\$99,264.72
49	Jun 12, 2019	\$99,264.72	\$2,123.17	\$1,378.68	\$744.49	\$67,555.32	\$48,639.74	\$97,886.04
50	Jul 12, 2019	\$97,886.04	\$2,112.83	\$1,378.68	\$734.15	\$68,934.00	\$49,373.89	\$96,507.36
51	Aug 12, 2019	\$96,507.36	\$2,102.49	\$1,378.68	\$723.81	\$70,312.68	\$50,097.69	\$95,128.68
52	Sep 12, 2019	\$95,128.68	\$2,092.15	\$1,378.68	\$713.47	\$71,691.36	\$50,811.16	\$93,750.00
53	Oct 12, 2019	\$93,750.00	\$2,081.81	\$1,378.68	\$703.13	\$73,070.04	\$51,514.28	\$92,371.32
54	Nov 12, 2019	\$92,371.32	\$2,071.46	\$1,378.68	\$692.78	\$74,448.72	\$52,207.07	\$90,992.64
55	Dec 12, 2019	\$90,992.64	\$2,061.12	\$1,378.68	\$682.44	\$75,827.40	\$52,889.51	\$89,613.96
56	Jan 12, 2020	\$89,613.96	\$2,050.78	\$1,378.68	\$672.10	\$77,206.08	\$53,561.62	\$88,235.28
57	Feb 12, 2020	\$88,235.28	\$2,040.44	\$1,378.68	\$661.76	\$78,584.76	\$54,223.38	\$86,856.60
58	Mar 12, 2020	\$86,856.60	\$2,030.10	\$1,378.68	\$651.42	\$79,963.44	\$54,874.81	\$85,477.92
59	Apr 12, 2020	\$85,477.92	\$2,019.76	\$1,378.68	\$641.08	\$81,342.12	\$55,515.89	\$84,099.24
60	May 12, 2020	\$84,099.24	\$2,009.42	\$1,378.68	\$630.74	\$82,720.80	\$56,146.63	\$82,720.56
61	Jun 12, 2020	\$82,720.56	\$1,999.08	\$1,378.68	\$620.40	\$84,099.48	\$56,767.04	\$81,341.88
62	Jul 12, 2020	\$81,341.88	\$1,988.74	\$1,378.68	\$610.06	\$85,478.16	\$57,377.10	\$79,963.20
63	Aug 12, 2020	\$79,963.20	\$1,978.40	\$1,378.68	\$599.72	\$86,856.84	\$57,976.83	\$78,584.52
64	Sep 12, 2020	\$78,584.52	\$1,968.06	\$1,378.68	\$589.38	\$88,235.52	\$58,566.21	\$77,205.84
65	Oct 12, 2020	\$77,205.84	\$1,957.72	\$1,378.68	\$579.04	\$89,614.20	\$59,145.25	\$75,827.16
66	Nov 12, 2020	\$75,827.16	\$1,947.38	\$1,378.68	\$568.70	\$90,992.88	\$59,713.96	\$74,448.48
67	Dec 12, 2020	\$74,448.48	\$1,937.04	\$1,378.68	\$558.36	\$92,371.56	\$60,272.32	\$73,069.80
68	Jan 12, 2021	\$73,069.80	\$1,926.70	\$1,378.68	\$548.02	\$93,750.24	\$60,820.35	\$71,691.12
69	Feb 12, 2021	\$71,691.12	\$1,916.36	\$1,378.68	\$537.68	\$95,128.92	\$61,358.03	\$70,312.44
70	Mar 12, 2021	\$70,312.44	\$1,906.02	\$1,378.68	\$527.34	\$96,507.60	\$61,885.37	\$68,933.76
71	Apr 12, 2021	\$68,933.76	\$1,895.68	\$1,378.68	\$517.00	\$97,886.28	\$62,402.38	\$67,555.08
72	May 12, 2021	\$67,555.08	\$1,885.34	\$1,378.68	\$506.66	\$99,264.96	\$62,909.04	\$66,176.40
73	Jun 12, 2021	\$66,176.40	\$1,875.00	\$1,378.68	\$496.32	\$100,643.64	\$63,405.36	\$64,797.72
74	Jul 12, 2021	\$64,797.72	\$1,864.66	\$1,378.68	\$485.98	\$102,022.32	\$63,891.34	\$63,419.04
75	Aug 12, 2021	\$63,419.04	\$1,854.32	\$1,378.68	\$475.64	\$103,401.00	\$64,366.99	\$62,040.36
76	Sep 12, 2021	\$62,040.36	\$1,843.98	\$1,378.68	\$465.30	\$104,779.68	\$64,832.29	\$60,661.68
77	Oct 12, 2021	\$60,661.68	\$1,833.64	\$1,378.68	\$454.96	\$106,158.36	\$65,287.25	\$59,283.00
78	Nov 12, 2021	\$59,283.00	\$1,823.30	\$1,378.68	\$444.62	\$107,537.04	\$65,731.88	\$57,904.32
79	Dec 12, 2021	\$57,904.32	\$1,812.96	\$1,378.68	\$434.28	\$108,915.72	\$66,166.16	\$56,525.64
80	Jan 12, 2022	\$56,525.64	\$1,802.62	\$1,378.68	\$423.94	\$110,294.40	\$66,590.10	\$55,146.96
81	Feb 12, 2022	\$55,146.96	\$1,792.28	\$1,378.68	\$413.60	\$111,673.08	\$67,003.70	\$53,768.28
82	Mar 12, 2022	\$53,768.28	\$1,781.94	\$1,378.68	\$403.26	\$113,051.76	\$67,406.96	\$52,389.60
83	Apr 12, 2022	\$52,389.60	\$1,771.60	\$1,378.68	\$392.92	\$114,430.44	\$67,799.89	\$51,010.92
84	May 12, 2022	\$51,010.92	\$1,761.26	\$1,378.68	\$382.58	\$115,809.12	\$68,182.47	\$49,632.24
85	Jun 12, 2022	\$49,632.24	\$1,750.92	\$1,378.68	\$372.24	\$117,187.80	\$68,554.71	\$48,253.56
86	Jul 12, 2022	\$48,253.56	\$1,740.58	\$1,378.68	\$361.90	\$118,566.48	\$68,916.61	\$46,874.88
87	Aug 12, 2022	\$46,874.88	\$1,730.24	\$1,378.68	\$351.56	\$119,945.16	\$69,268.17	\$45,496.20
88	Sep 12, 2022	\$45,496.20	\$1,719.90	\$1,378.68	\$341.22	\$121,323.84	\$69,609.39	\$44,117.52
89	Oct 12, 2022	\$44,117.52	\$1,709.56	\$1,378.68	\$330.88	\$122,702.52	\$69,940.28	\$42,738.84
90	Nov 12, 2022	\$42,738.84	\$1,699.22	\$1,378.68	\$320.54	\$124,081.20	\$70,260.82	\$41,360.16
91	Dec 12, 2022	\$41,360.16	\$1,688.88	\$1,378.68	\$310.20	\$125,459.88	\$70,571.02	\$39,981.48

07

	Jan 12, 2023	\$39,981.48	\$1,678.54	\$1,378.68	\$299.86	\$126,838.56	\$70,870.88	\$38,602.80
93	Feb 12, 2023	\$38,602.80	\$1,668.20	\$1,378.68	\$289.52	\$128,217.24	\$71,160.40	\$37,224.12
94	Mar 12, 2023	\$37,224.12	\$1,657.86	\$1,378.68	\$279.18	\$129,595.92	\$71,439.58	\$35,845.44
95	Apr 12, 2023	\$35,845.44	\$1,647.52	\$1,378.68	\$268.84	\$130,974.60	\$71,708.42	\$34,466.76
96	May 12, 2023	\$34,466.76	\$1,637.18	\$1,378.68	\$258.50	\$132,353.28	\$71,966.92	\$33,088.08
97	Jun 12, 2023	\$33,088.08	\$1,626.84	\$1,378.68	\$248.16	\$133,731.96	\$72,215.08	\$31,709.40
98	Jul 12, 2023	\$31,709.40	\$1,616.50	\$1,378.68	\$237.82	\$135,110.64	\$72,452.90	\$30,330.72
99	Aug 12, 2023	\$30,330.72	\$1,606.16	\$1,378.68	\$227.48	\$136,489.32	\$72,680.38	\$28,952.04
100	Sep 12, 2023	\$28,952.04	\$1,595.82	\$1,378.68	\$217.14	\$137,868.00	\$72,897.52	\$27,573.36
101	Oct 12, 2023	\$27,573.36	\$1,585.48	\$1,378.68	\$206.80	\$139,246.68	\$73,104.33	\$26,194.68
102	Nov 12, 2023	\$26,194.68	\$1,575.14	\$1,378.68	\$196.46	\$140,625.36	\$73,300.79	\$24,816.00
103	Dec 12, 2023	\$24,816.00	\$1,564.80	\$1,378.68	\$186.12	\$142,004.04	\$73,486.91	\$23,437.32
104	Jan 12, 2024	\$23,437.32	\$1,554.46	\$1,378.68	\$175.78	\$143,382.72	\$73,662.68	\$22,058.64
105	Feb 12, 2024	\$22,058.64	\$1,544.12	\$1,378.68	\$165.44	\$144,761.40	\$73,828.12	\$20,679.96
106	Mar 12, 2024	\$20,679.96	\$1,533.78	\$1,378.68	\$155.10	\$146,140.08	\$73,983.22	\$19,301.28
107	Apr 12, 2024	\$19,301.28	\$1,523.44	\$1,378.68	\$144.76	\$147,518.76	\$74,127.98	\$17,922.60
108	May 12, 2024	\$17,922.60	\$1,513.10	\$1,378.68	\$134.42	\$148,897.44	\$74,262.40	\$16,543.92
109	Jun 12, 2024	\$16,543.92	\$1,502.76	\$1,378.68	\$124.08	\$150,276.12	\$74,386.48	\$15,165.24
110	Jul 12, 2024	\$15,165.24	\$1,492.42	\$1,378.68	\$113.74	\$151,654.80	\$74,500.22	\$13,786.56
111	Aug 12, 2024	\$13,786.56	\$1,482.08	\$1,378.68	\$103.40	\$153,033.48	\$74,603.62	\$12,407.88
112	Sep 12, 2024	\$12,407.88	\$1,471.74	\$1,378.68	\$93.06	\$154,412.16	\$74,696.68	\$11,029.20
113	Oct 12, 2024	\$11,029.20	\$1,461.40	\$1,378.68	\$82.72	\$155,790.84	\$74,779.40	\$9,650.52
114	Nov 12, 2024	\$9,650.52	\$1,451.06	\$1,378.68	\$72.38	\$157,169.52	\$74,851.78	\$8,271.84
115	Dec 12, 2024	\$8,271.84	\$1,440.72	\$1,378.68	\$62.04	\$158,548.20	\$74,913.82	\$6,893.16
116	Jan 12, 2025	\$6,893.16	\$1,430.38	\$1,378.68	\$51.70	\$159,926.88	\$74,965.52	\$5,514.48
117	Feb 12, 2025	\$5,514.48	\$1,420.04	\$1,378.68	\$41.36	\$161,305.56	\$75,006.87	\$4,135.80
118	Mar 12, 2025	\$4,135.80	\$1,409.70	\$1,378.68	\$31.02	\$162,684.24	\$75,037.89	\$2,757.12
119	Apr 12, 2025	\$2,757.12	\$1,399.36	\$1,378.68	\$20.68	\$164,062.92	\$75,058.57	\$1,378.44
120	May 12, 2025	\$1,378.68	\$1,389.02	\$1,378.68	\$10.34	\$165,441.36	\$75,068.91	\$0.00

New York City Council Committee on Oversight &  
Investigations with The Joint Committee on  
Housing & Buildings:



Response by

Dr. Raphael K. Works, PhD, DBA, MBA  
Chairman, CEO & Founder  
Veterans Development Initiatives, Inc.

New York City Council Committee on Oversight & Investigations  
with the Joint Committee on Housing & Buildings:

**Hearing on 10 Jul 2019**

Response by Dr. Raphael K. Works, Chairman, CEO & Founder  
Veterans Development Initiatives, Inc.

As a resident and a business owner, my family has resided at building at 522 West 158<sup>th</sup> Street for more than 89 years since 1930 and I for more than 50 years. I've always sought to have this building renovated and eventually past over to tenants as HDFC owners of a brand new facility.

These dreams are apparently fading from existence due to the capricious manner in which HPD has been advising tenants they oversee, and in particularly about ANCP (Affordable Neighborhood Cooperative Program). Our building requested to have a meeting with one of the representatives of the aforementioned roughly two weeks ago. They visited and attempted to explain how the program would work if the tenants decided to collectively joint such a program.

To my surprise, it appears that most if not all the information provided was a smoke screen to get our tenants to agree to a program based on false advertisement and information that would eventually bound them to exorbitant maintenance fees and a continuous rent increase each year. This was not explained and purposely left out as it would decimate funds that each tenant would rely on to sustain them and their families for the duration. This is not what the residents of our building want. We have been in the TIL (Tenant Interim Lease Program) going on 17 years which has been an absolute debacle and each year the value of ownership continues to increase exponentially without a clear explanation as to why.

ANCP representatives by the names of TaDeo Asojano, Coordinator and Cicely Cruz, Project Manager both came to speak with our tenants in what they described as a "Pre-Engagement" meeting of which was requested after our previous meeting with the TIL Director, Simone Ross and Deputy Director Tashima Taylor. We needed detailed information on who was responsible for construction and renovation of our building. **(A copy of the itinerary is attached with this response on the last page)** We repeatedly asked if there was going to be any level of mortgage increases or maintenance fees that can potentially impact our tenants attempting to sustain themselves and their families. No definitive responses were ever cited or made regarding

these questions. So, naturally this left a void in everyone that need more detailed clarity. We never received it. I'm very disappointed because everyone wants to live in a better structured building with enhanced amenities. But at who's cost should this be diverted to? The City or the residents that are already doing the best they can to make ends meet.

As a combat veteran of over 25 plus years, the definition of “**affordable**” is that which can be afforded, such as an item or an entity, albeit, house, apartment, car, etc. within one's financial means. It would spare those having certain incomes from being admonished for wanting to live more comfortable lives they can truly call their own. With this said, I don't think it mentioned anything about having to endure an abundance of stress and turmoil about whether they're going a to find an eviction notice on their door, or whether they'll have enough money to put food on the table or purchase the next weekly or monthly MetroCard. These are the considerations that must be addressed if the Council is to ensure a favorable outcome to their constituents.

These assessments can and will provide undo hardships because of various anxieties it will eventually cause. TPT (Third Party Transfer) was never discussed at our last meeting, which would have been the perfect time for tenants to make an informed decision. If this is the impetus of what will happen if we joined, then count us out! Come up with an intuitive as well as an alternate plan embracing the constituents you serve. Eradicating this plan to overcharge tenants is not only wise but sends a direct message that you support the process. Thank you.

Respectfully,

Raphael K. Works, PhD, DBA, MBA  
Chairman, CEO & Founder  
Veterans Development Initiatives, Inc.  
522 West 158<sup>th</sup> Street Unit 34  
New York, NY 10032-7243  
(646) 228-9610-direct  
(855) 655-8442-office  
(888) 859-8131-fax

Please find attached my testimony and supporting documents. Please share with council members and other as needed.

Thank you will see you tomorrow.

•

"I will not have my life narrowed down. I will not bow down to somebody's else's whim or to someone else's ignorance." Bell Hooks

***Isabel Adon, LCSW, FOT, IFOT***

**Bilingual Psychotherapist**

**Office in Midtown NYC**

**Pronouns, She and Her**

## City Hall Council Hearing•

I would like to preface my statement by saying that I want to commend the city council, and the leadership for the great work they have done on making this significant and diverse gathering possible - as I also trust that we all share a common concern for the overall moral health convened in our communities.

I was born and raised at 1600 Nelson Avenue to two hard-working parents, who migrated to the USA over 40 years ago, whom today, continue to be hard working role model citizens. Growing up with those who still either reside or whose families are still residing at 1600 Nelson has been key on my upbringing, to this date those relationships still exist. Today, I can look back on something as simple as the very sidewalk in front of 1600 Nelson that was for the majority of us, our playground, our summer home, our field of dreams and so forth. I recall that it is where I also stood with cap and gown after graduating high school desperately wanting to be a police officer and shortly thereafter it was where I decided to take my first steps toward boot camp and becoming a US Marine where I would honorably and proudly serve this country in several conflicts, including in combat after 9/11 in operation Enduring and Iraqi freedom. I can look back and know that having to deal with the many pressures and obstacles as a young man can have growing up in the city is what made me who I am today, and all of that started in a place I've called home my entire life, 1600 Nelson Avenue.

On September 5th of 2018, paper notifications were placed at the doors of the shareholders of 1600 Nelson and it was to notify everyone that our units were no longer ours, but was being transferred to new ownership via the third party transfer.

As I share these points with you all today, I would like to ask the following questions:

-Why is it that such a program designed to foreclose the properties from working citizens is done in such a devious manner?

-Why not design a program(s) that instead of encouraging greed and exploitation against the lower classes it would be one that actually encourages the hardworking people to keep their respective properties?

-How will programs like the Third Party Transfer aid in ending poverty in our city when it arguably exploits those who own their properties in the black and brown communities without a fair chance at the resources and services our government can provide?

To quote a famous poet, Víctor Hugo:

“There is always more misery among the lower classes than there is humanity in the higher.”

Victor Hugo, Les Misérables

The TPT program practiced in the middle-to-lower class communities seems to mainly focus on taking possession of the properties many blue collar citizens have worked for - as we see it better known as, "our house & picket fence in our American dream" - one that carries the potential to see that thousands of working people are displaced from what they have called home for more than two and three generations, not to mention how devastating and also challenging this has already been both physically and mentally on all of us. Which has also lead us to take greater notice of the growing gentrification happening around the whole city and how this designed program doesn't seem to be fair or just for the working class black and brown communities.

Finally, I kindly ask that the council takes a closer look at these oppressive practices that seek to strip communities of color of homeownership under the disguise of "fixing" and restoring buildings owned by members of those communities. We are hardworking and united families deserving to keep our homes and to continue to be part of the backbone of this city and great nation. I would like to hold the promise I gave my daughter, to pass on to her my legacy and a place that she can call home for years to come where she can go on to study and pursue her career in law enforcement as she dreams of having in this city that she loves. Do not steal our intergenerational wealth and sweat equity. Please don't make me let her down.  
Thank you.

Semper Fidelis.

José J. González  
USMC, Combat Veteran



NEW YORK CITY
DEPARTMENT OF FINANCE
ENVIRONMENTAL CONTROL BOARD

P.O. BOX 2307
NEW YORK, NY 10272-2307

000022

#BWNCPZ \*\*\*\*\*MIXED AADC 220
#/205660077884139# CACSE
1600 NELSON AVENUE HDFC C/O AN
PO BOX 523092
BRONX, NY 10452-1241

Date: 07/18/17



Location Code : 020566 Case Number : 007788413
Current Amount Due\*: \$510.98 Call Center Number: (212)440-5300

NOTIFICATION OF A PAYMENT

Dear 1600 NELSON AVENUE HDFC C/O AN:

Thank you for your recent payment to the New York City Department of Finance related to outstanding judgment debt owed to the Environmental Control Board. The payment has been credited to your outstanding judgment debt.

IF YOU ARE CURRENTLY PAYING UNDER AN INSTALLMENT AGREEMENT, YOU MUST CONTINUE TO PAY PURSUANT TO THE TERMS OF THE AGREEMENT OR ADDITIONAL INTEREST MAY ACCRUE.

If you are not under an installment agreement, be advised that our records indicate that an outstanding balance still remains. You may see this balance under Current Amount Due above.

Please remit payment immediately. Send check or money order, made payable to 'NYC Department of Finance.' Mail your payment in the enclosed envelope or send to the P.O. Box listed in the letterhead above.

If you believe that you have paid all of your violations, then you must contact the Department of Finance immediately. Should you have any questions or concerns about this letter, please contact the Parking/ECB Compliance Unit at (212)440-5300.

This is an attempt to collect a debt and any information will be used for that purpose.

Sincerely,
New York City Department of Finance Collections Division

\* Please see the attached detailed printout of the summonses included in the above listed collection case.

AVPS6035

000022-0001of0002-NNNNNN-00043





Isabel Adon &lt;iadon60925@gmail.com&gt;

---

## Testimonio

1 message

---

**WALKIRIA COLON** <walca24@hotmail.com>  
To: Isabel Adon <iadon60925@gmail.com>

Fri, Jul 19, 2019 at 12:56 PM

Mi nombre es Walkiria Colón vivo en [1600 Nelson Ave](#) por Los últimos 18 años, trabajo como técnica vascular en una oficina médica, soy madre soltera y siempre he trabajado 2 trabajos para poder sobrevivir. El pasado septiembre 5 del 2018 mi vida cambió, cuando la ciudad de New York atrvavez del programa TPT tomó posesión de nuestro edificio. Siempre he sido creyente de que hay que trabajar que esforzarse creo en la justicia lo que no creo es en los hombres que las aplican para beneficiarse y para forzar a personas trabajadoras a tener que vivir en una incertidumbre de no tener un techo donde vivir digno de siempre encasillar nos por ser latinos por ser de color pero sobretodo por creer que no somos personas capaces de superarnos, a partir de ese 5 de septiembre hemos comenzado una lucha constante la cual coyeba tiempo esfuerzo y dinero para lograr que se haga JUSTICIA. Porque en vez de venir y darnos la oportunidad de corregir nos juzgan y nos empujan al vacío solo para beneficiarse unos pocos, porque no nos ofrecen las mismas oportunidades a nosotros que hemos estado trabajando con escasos recursos, sin la ayuda de nadie. Por eso hoy quiero pedir que nos ayuden hacer JUSTICIA que esto no se quede impune y que nos ayuden hacer la voz de muchos que nos devuelvan nuestra tranquilidad nuestros hogares.

Sent from my T-Mobile 4G LTE Device



# Letitia James

Public Advocate for the City of New York

**For Immediate Release:** Thursday, October 18, 2018

**Contact:** Delaney Kempner, [dkempner@pubadvocate.nyc.gov](mailto:dkempner@pubadvocate.nyc.gov), 202-277-0292

## **PA James Calls for Temporary Freeze to HPD's Third-Party Transfer Program**

NEW YORK -- Today, Public Advocate Letitia James called for a temporary freeze of the Department of Housing Preservation and Development's (HPD) Third-Party Transfer (TPT) program to address recent concerns about New Yorkers losing their homes in error.

TPT is a program administered by the City's Department of Housing Preservation and Development (HPD) that identifies properties in debt to the City and transfers them to affordable housing non-profits to ensure they remain affordable. However, there has been recent concern that homes are being included in the program or foreclosed upon without sufficient notice to the homeowner.

This temporary freeze would allow HPD to address these concerns and to ensure that the agency has adequate safeguards in place to protect homeowners whose properties enter the program.

Public Advocate James also encourages any homeowner who believes they have been erroneously placed into TPT to contact the Public Advocate's office by calling 212-669-7250 or emailing [gethelp@pubadvocate.nyc.gov](mailto:gethelp@pubadvocate.nyc.gov).

###

Public Advocate Press Office

Office of NYC Public Advocate Letitia James

**1 Centre Street, 15th Floor North, New York, NY 10007**

**212-669-7200**

[newsunit@pubadvocate.nyc.gov](mailto:newsunit@pubadvocate.nyc.gov)

<http://www.pubadvocate.nyc.gov/>

@NYCPA



October 25, 2018

Hon. Janet DiFiore  
Chief Judge  
New York State Court of Appeals  
20 Eagle Street  
Albany, New York 12207

Hon. Lawrence K. Marks  
Chief Administrative Judge of the Courts  
New York State Unified Court System  
25 Beaver St.  
New York, NY 10004

Mayor Bill de Blasio  
City Hall  
New York, NY 10007

Rick D. Chandler, P.E.  
Commissioner  
New York City Department of Buildings  
280 Broadway  
New York, NY 10007

Jacques Jiha, Ph.D.  
Commissioner  
New York City Department of Finance  
1 Centre St., Rm. 500  
New York, NY 10007

Maria Torres-Springer  
Commissioner  
N.Y.C. Dept. of Housing Preservation and  
Development  
100 Gold Street  
New York, NY 10038

Dear Chief Judge DiFiore, Chief Administrative Judge Marks, Mayor de Blasio, Commissioner Chandler, Commissioner Jiha and Commissioner Torres-Springer:

We, the undersigned members of the New York State Black, Puerto Rican, Hispanic, and Asian Legislative Caucus, are writing with regard to New York City's current Third Party Transfer Program, and the bundle of 66 Brooklyn properties that were taken through *in rem* foreclosure proceedings and judgment in December 2017. **We are requesting a moratorium on the further transfer of ownership and imposition of third-party managers at each of the properties, and on the further implementation of the City's Third Party Transfer Program, until an investigation can be conducted to determine the following, at the very least:** (1) whether the actions taken by the New York City Department of Finance (DOF), the New York City Department of Housing Preservation and Development (HPD), and New York City Department of Buildings were in keeping with the letter and spirit of the City's 1996 Distressed Property laws and procedures; and (2) what is the actual impact of the City's program on working families and communities of color?

Relatedly, we believe it is important to determine at this juncture the extent to which the city's current Third Party Transfer initiative was implemented to fulfill a purpose other than that which was

intended by New York City Local Law No. 37, as adopted in 1996, and by the authority given by New York State to New York City to engage in *in rem* foreclosure proceedings in the prior decade. One fundamental question that comes to the fore is whether, or the extent to which, New York City's 2015 to 2018 transfers of ownership and management of 66 properties pursuant to the December 2017 Kings County judgment, utilizing its distressed property law proceedings, were within the boundaries of the purpose of these proceedings, or whether New York City overreached in its authority to employ the *in rem* foreclosure method to take title of the properties.

We are alarmed by the fact that the properties on this list in Kings County are located exclusively in rapidly gentrifying, Black and Brown communities such as Bedford Stuyvesant, Crown Heights, Brownsville, Bushwick and East New York; where displacement of working families and seniors from these communities is at an all-time high. Apparently, similar proceedings and judgments were embarked on by HPD and DOF in communities in Queens County and Bronx County. We, the members of the Black, Puerto Rican Hispanic and Asian Legislative Caucus represent the communities where these properties are located.

We were shocked to learn that not only were the 66 properties in Kings County moved swiftly through court proceedings in 2017 -- as a single package -- but that they did not all appear to be the dilapidated, abandoned buildings this process was intended to target in 1985 (when the *in rem* proceedings were first permitted for use by New York City), or in 1996 (when the *distressed property* laws and provisions were adopted). Also alarming is the fact that several property owners have spent months working to fulfill their financial obligations to the City, as the City's *distressed property* laws permit them to do (and some have even paid administrative fees and entered into installment agreements in place to preserve their ownership), without knowing or being informed by your agency especially that they no longer held their deed. **The lack of transparency around this process is troublesome.**

Most alarming is the fact that currently tenants at these properties are expressing confusion with the abrupt change in ownership and management of their buildings, and anxiety about being displaced from the affordable units in their communities. Many of these tenants and their families are long-term residents of our communities. We of course support the original intent of this program to protect tenants, by stabilizing buildings that are actually distressed and abandoned.

However, we believe that we are duty bound to ensure that the city's agencies are simultaneously advancing the related intent of the City law (that is, to preserve property ownership). The actions recently taken by HPD do not appear to be in line with this purpose. Homeownership is one of the few opportunities for communities of color to build intergenerational wealth, and regard for property ownership is a fundamental tenet of our State Constitution. **A single misstep in a program such as this is one too many when it can result in one of our constituents losing their home, and the families' equity and investment in such properties, unjustly or unfairly.**

These cases must thus be thoroughly investigated, and solutions developed that allow for continued ownership of the properties which the City designates as Class One and Class Two properties, by those individuals and families that have been the bedrock of our communities (especially those who have provided affordable tenancies to working families before our communities became attractive for "gentrification"). As an initial proposal, homeowners and Housing Development Fund Corporation (HDFC) cooperatives must be provided assistance with ongoing maintenance requirements and management support, rather than the taking of their title to their property and

divestment of their equity. Additionally, water and sewage charges should be decoupled from the foreclosure process so that no homeowner or co-op owner loses their property due to costs associated with utilities.

We respectfully request an immediate response to the issues raised in this letter.

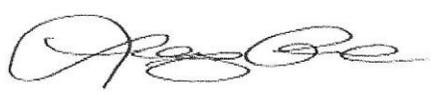
Sincerely,



-----  
Senator Velmanette Montgomery



-----  
Senator Roxanne J. Persaud



-----  
Senator Leroy Comrie



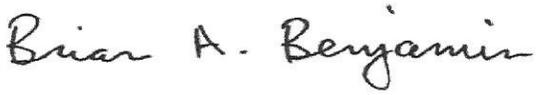
-----  
Senator Kevin S. Parker



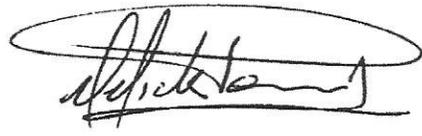
-----  
Senator Jamaal T. Bailey



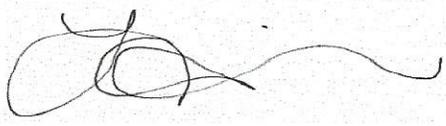
-----  
Senator Luis R. Sepulveda



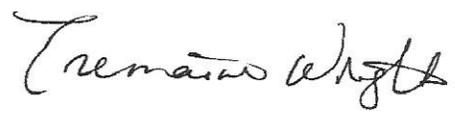
-----  
Senator Brian A. Benjamin



-----  
Assemblyman N. Nick Perry



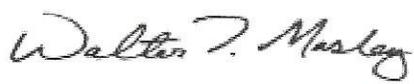
-----  
Assemblywoman Latrice M. Walker



-----  
Assemblywoman Tremaine Wright



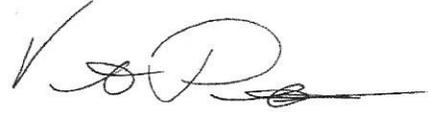
-----  
Assemblywoman Diana C. Richardson



-----  
Assemblyman Walter T. Mosley



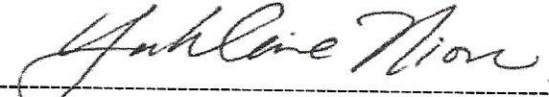
Assemblyman Charles Barron



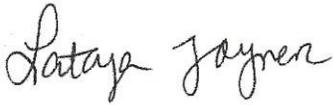
Assemblyman Victor M. Pichardo



Assemblyman Al Taylor



Assemblywoman Yuh-Line Niou



Assemblywoman Latoya Joyner



Assemblywoman Pamela J. Hunter



Assemblyman Eric Dilan

cc: New York City Public Advocate Letitia James  
New York City Comptroller Scott M. Stringer  
New York City Council Speaker Corey Johnson  
Bronx Borough President Ruben Diaz Jr.  
Brooklyn Borough President Eric L. Adams  
Manhattan Borough President Gale A. Brewer  
Queens Borough President Melinda R. Katz  
Members of the New York City Council  
New York State Foreclosure Defense Bar  
Hon. Robert Jackson  
Catalina Cruz  
Zellnor Myrie  
Jessica Ramos  
Julia Salazar

MIGUEL ANTONIO SANTIAGO

ATTORNEY AT LAW  
888 GRAND CONCOURSE  
SUITE 1 E  
BRONX, NEW YORK 10451

(212) 665-7335

May 13, 1987

Benjamin M. Arai, Esq.  
Community Development Legal  
Assistance Center  
99 Hudson Street  
New York, N.Y. 10013

Re: Names of Shareholders and  
Scheduling of Shareholders  
Meeting

Dear Ben,

Please be advised that the following names and their respective apartments have been approved as the original shareholders of the 1600 Nelson Avenue Housing Development Fund Corporation. They are:

APARTMENT NUMBER

NAMES

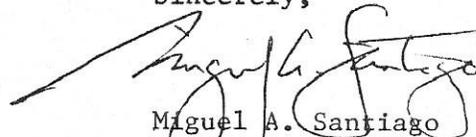
1A	ANTONIO NIEVES
1B	ISABEL ADON
2A	ALFONSO ADON VARGAS
2B	MINERVA & EFIGENIO RIVERA
2C	ANACLETA & VICTOR FLORES
2DE	FILONILA VELAZQUEZ
2F	CHRISTINA ROSARIO
3BC	JOSE AND SANTA ROSA
3CD	MINERVA RODRIGUEZ
3F	VICTORIA ALMONTE
4A	THELMA POLONIA
4CD	WILLIAM RIVERA
4E	RAFAEL COTTO
5A	MIGUEL ANTONIO SANTIAGO
5B	MARISA THOMAS
5D	MATILDE GONZALEZ
5E	JORGE L. PEREZ

Also please be advised that we will be having our first shareholders meeting on May 21, 1987 at 7:30 P.M. in the school building JHS 82 located at Tremont & University Avenues.

You will have the opportunity to address the shareholders and we will be expecting you and/or Ms. Bechtel to hand out the certificates.

If there are any questions, please feel free to call.

Sincerely,



Miguel A. Santiago  
Managing Agent

MAS:nr

cc: Executive Committee

During the 1970 and 80's the Bronx, and NYC as a whole, was experiencing an economic crisis. The Governor and Mayor even sought the help of the Federal Government meeting with then President Ford, to ask for help, which was eventually denied.

It was during those times, and with many landlords abandoning the buildings in the Bronx or burning them throughout NYC, that the Tenant Interim Lease (TIL) program which began in 1979, as a way to reclaim abandon and/or dilapidated buildings and give tenants the opportunity to own a piece of the American dream.

Our building was one of those buildings involved in that process. We began our transition from TIL to a HDFC in May, 1983 and finalize the process when we received our Deed on February 2, 1987.

- 1) The building was sold to us "As Is". With the City (NYC and primarily HPD) providing no capital improvements and no financial resources to manage the building. The exception to this was during the TIL period the city only installed a **new boiler and changed the windows**. They also installed new cabinets in the kitchen and new bathtubs. They did not do any improvement in the electrical wiring or the water pipes or heaters.
- 2) Since taking ownership of the building the coop has been dealing with several unexpected expenses that have had a great impact on the building's financial stability.
- 3) In May 2014 the first floor apartment, 1A, was completely destroyed by a fire and the Coop incurred an expense of \$16,995.93.
- 4) Between 2014 and 2016 the building took on a repair project to the main plumbing lines and structure areas of the building, including aging windows and windows sills and other minor repairs. This totaled about \$40,000.00.
- 5) Repairs to building structures, such as roof and safety equipment, such as Dry Chemical fire extinguishers, carbon monoxide etc. totaling \$14,391.00 in the year 2017-18.
- 6) Expense installing a front gate due to high crime and drugs and criminal activity. This was done to prevent loitering and reduce the chances that the residents of the building will be in harm's way. The fence cost \$11,000.00
- 7) Expense on intercom system \$2000.00
- 8) Expense closed circuit security cameras \$12,350.00
- 9) On August 04, 2017 a near gas explosion occurred in our building, due to aging gas pipes. This was an unexpected expense and one that left the residents of 1600 HDFC without gas

for several months. The HDFC had to come up with over \$50,000.00 to repair the main gas supply line and install new gas pipes inside all apartments.

10) On or around November 2<sup>nd</sup>, 2017 a letter from HPD was placed in the building informing “tenants” that the building was in the process of being transferred thru the TPT (Third Party Transfer) program. There was an emergency meeting and the managing agent, Mr. Gomez, assured us that this was not an issue as he had a payment agreement with the city to pay the back taxes and water bill.

11) In 2015 the City of New York commenced in Rem Foreclosure against 1600 Nelson Avenue HDFC. The Shareholders, the managing agent and the Executive Board were never informed. This foreclosure proceeding, we later learned that there were at least 87 buildings in the Bronx.

## Supporting Documents

### Exhibit A

- NYC Environmental Protection Payment agreement
- Payment agreement schedule
- Settlement terms
- HDFC Foreclosure Bullet Points
- List of buildings being foreclosure
- Property taxes payment confirmation
- Court appearance
- Court documents
- Building registration

### Exhibit B

- Photos
  - Roof
  - Building exterior
  - Boiler
  - Electric meters
  - Basement
  - Common areas
  - Apt. 5F
  - Apt. 2B
  - Apt. 3E
  - Apt. 5B
  - Apt. 2D
  - Apt 4D
  - Apt. 5D
  - Apt. 4E
  - Apt. 1A
  - Apt. 3A

### Exhibit C

- City payment history
- Department of finance
- Payment agreement and payments water
- HPD Third Party Transfer letter

### Exhibit D

- Fire expenses receipts
- Roof
- Electrical wiring
- Fire Department approval
- Gas
- Intercom
- Cameras

- Front gate
- General expenses

Exhibit E

- Deed
- Rent roll 1/28/85

During the 1970 and 80's the Bronx, and NYC as a whole, was experiencing an economic crisis. The Governor and Mayor even sought the help of the Federal Government meeting with then President Ford, to ask for help, which was eventually denied.

It was during those times, and with many landlords abandoning the buildings in the Bronx or burning them throughout NYC, that the Tenant Interim Lease (TIL) program which began in 1979, as a way to reclaim abandon and/or dilapidated buildings and give tenants the opportunity to own a piece of the American dream.

Our building was one of those buildings involved in that process. We began our transition from TIL to a HDFC in May, 1983 and finalize the process when we received our Deed on February 2, 1987.

- 1) The building was sold to us "As Is". With the City (NYC and primarily HPD) providing no capital improvements and no financial resources to manage the building. The exception to this was during the TIL period the city only installed a **new boiler and changed the windows**. They also installed new cabinets in the kitchen and new bathtubs. They did not do any improvement in the electrical wiring or the water pipes or heaters.
- 2) Since taking ownership of the building the coop has been dealing with several unexpected expenses that have had a great impact on the building's financial stability.
- 3) In May 2014 the first floor apartment, 1A, was completely destroyed by a fire and the Coop incurred an expense of \$16,995.93.
- 4) Between 2014 and 2016 the building took on a repair project to the main plumbing lines and structure areas of the building, including aging windows and windows sills and other minor repairs. This totaled about \$40,000.00.
- 5) Repairs to building structures, such as roof and safety equipment, such as Dry Chemical fire extinguishers, carbon monoxide etc. totaling \$14,391.00 in the year 2017-18.
- 6) Expense installing a front gate due to high crime and drugs and criminal activity. This was done to prevent loitering and reduce the chances that the residents of the building will be in harm's way. The fence cost \$11,000.00
- 7) Expense on intercom system \$2000.00
- 8) Expense closed circuit security cameras \$12,350.00
- 9) On August 04, 2017 a near gas explosion occurred in our building, due to aging gas pipes. This was an unexpected expense and one that left the residents of 1600 HDFC without gas

for several months. The HDFC had to come up with over \$50,000.00 to repair the main gas supply line and install new gas pipes inside all apartments.

10) On or around November 2<sup>nd</sup>, 2017 a letter from HPD was placed in the building informing “tenants” that the building was in the process of being transferred thru the TPT (Third Party Transfer) program. There was an emergency meeting and the managing agent, Mr. Gomez, assured us that this was not an issue as he had a payment agreement with the city to pay the back taxes and water bill.

11) In 2015 the City of New York commenced in Rem Foreclosure against 1600 Nelson Avenue HDFC. The Shareholders, the managing agent and the Executive Board were never informed. This foreclosure proceeding, we later learned that there were at least 87 buildings in the Bronx.

## Supporting Documents

### Exhibit A

- NYC Environmental Protection Payment agreement
- Payment agreement schedule
- Settlement terms
- HDFC Foreclosure Bullet Points
- List of buildings being foreclosure
- Property taxes payment confirmation
- Court appearance
- Court documents
- Building registration

### Exhibit B

- Photos
  - Roof
  - Building exterior
  - Boiler
  - Electric meters
  - Basement
  - Common areas
  - Apt. 5F
  - Apt. 2B
  - Apt. 3E
  - Apt. 5B
  - Apt. 2D
  - Apt 4D
  - Apt. 5D
  - Apt. 4E
  - Apt. 1A
  - Apt. 3A

### Exhibit C

- City payment history
- Department of finance
- Payment agreement and payments water
- HPD Third Party Transfer letter

### Exhibit D

- Fire expenses receipts
- Roof
- Electrical wiring
- Fire Department approval
- Gas
- Intercom
- Cameras

- Front gate
- General expenses

Exhibit E

- Deed
- Rent roll 1/28/85



DEPARTMENT OF HOUSING PRESERVATION  
AND DEVELOPMENT

ANTHONY GLIEDMAN, Commissioner

Office of Property Management  
FELICE MICHETTI, Deputy Commissioner

Division of Alternative Management Programs  
JOAN WALLSTEIN, Assistant Commissioner

75 MAIDEN LANE, NEW YORK, NEW YORK 10038

April 10, 1986

1600 Nelson Avenue Tenants Association  
1600 Nelson Avenue  
Bronx, New York

Extension to Submit  
Purchase Agreements

Dear Tenant:

Please advise that the time to submit the purchase agreement for the above-referenced building has been extended for one (1) month from April 10, 1986 to May 10, 1986.

Sincerely,

A handwritten signature in cursive script that reads "Mark Matthews".

Mark Matthews  
DAMP Sales

MM:hbl

cc: Edward York  
Susan Redes  
Irma Vasquez  
Nina Aber-Legal 9th Floor  
Sales Staff

Local Law 37 of 1996 provides that there shall be an In Rem Foreclosure Release Board made up by, among others, the affected Borough President. See below:

17. Section 11-424.1 of the administrative code of the city of New York, as added by local law number 16 for the year 1991, is amended to read as follows:

11-424.1 In rem foreclosure release board. There shall be an in rem foreclosure release board consisting of the mayor, the speaker of the city council, the affected borough president, the corporation counsel and the commissioner of finance. For the purposes of this section, the affected borough president shall be the president of the borough in which a property proposed for release pursuant to this section is located. Members of the board may, by written authority filed with the board and with the city clerk, appoint delegates to act on their behalf as members of the board. The board shall have the power, acting by resolution, to authorize the release of the city's interest in property acquired by in rem tax foreclosure in accordance with [section] sections 11-412.1 and 11-424 of the code based upon a determination, in its discretion, that such release would be in the best interests of the city. The board shall act after a meeting at which the public has been provided an opportunity to comment on the proposed action. A resolution of the board authorizing a release of the city's interest in any property shall be adopted only upon the affirmative vote of not less than a majority of all the members of the board. The board may consider any information it deems relevant to a determination. The board shall not be required to state the reasons for its determination.

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

----- X  
:   
IN REM TAX FORECLOSURE ACTION NO.: 52 : Index No.: 40000/2015  
BOROUGH OF BRONX :   
: **STIPULATION OF**  
: **ADJOURNMENT**  
SECTIONS 9, 10, 11, 12, 14, 15 and 16 :   
:   
TAX CLASSES 1 and 2 :   
:   
----- X

**IT IS STIPULATED AND AGREED**, that the return date for respondent 1600 Nelson Avenue Housing Development Fund Corporation’s (“HDFC”) motion, commenced by an order to show cause, dated September 27, 2018, is hereby adjourned to November 5, 2018, at 9:30 a.m.

**IT IS FURTHER STIPULATED AND AGREED**, that petitioner the City of New York’s (“NYC”) and third-party transferee Neighborhood Restore Housing Development Fund Corporation’s (“Neighborhood Restore”) time to respond to HDFC’s aforementioned motion is extended to October 22, 2018.

**IT IS FURTHER STIPULATED AND AGREED**, that HDFC’s reply papers, if any, shall be due on or before October 29, 2018.

**IT IS FURTHER STIPULATED AND AGREED**, that this Stipulation of Adjournment may be executed in two or more counterparts, and may be executed by way of facsimile or electronic signature.

Dated: New York, New York  
October 15, 2018

**ZACHARY W. CARTER**  
**Corporation Counsel of the**  
**City of New York**  
*Attorneys for The City of New York*

**HIMMELSTEIN, MCCONNELL,**  
**GRIBBEN, DONOGHUE &**  
**JOSEPH LLP**  
*Attorneys for 1600 Nelson Avenue*  
*Housing Development Fund Corporation*

By: \_\_\_\_\_  
Andrea B. Feller, Esq.  
100 Church Street, Room 3-250  
New York, New York 10007  
(212) 788-9555  
afeller@law.nyc.gov

By: \_\_\_\_\_  
Serge Joseph, Esq.  
15 Maiden Lane  
New York, New York 10038  
(212) 349-3000  
sjoseph@hmgdjlw.com

**GOLDSTEIN HALL PLLC**

*Attorneys for Third-Party Transferee*  
Neighborhood Restore Housing  
Development Fund Corporation

By: \_\_\_\_\_

Brian J. Markowitz, Esq.

80 Broad Street, Suite 303

New York, New York 10004

(646) 768-4127

bmarkowitz@goldsteinhall.com



AND DEVELOPMENT

PAUL A. CROTTY, Commissioner

Office of Property Management  
FELICE MICHETTI, Deputy Commissioner

Division of Alternative Management Programs  
JOAN WALLSTEIN, Assistant Commissioner

75 MAIDEN LANE, NEW YORK, NEW YORK 10038

January 28, 1987

Mr. Miguel Santiago, #3CD  
1600 Nelson Avenue  
Bronx, New York 10453

Dear Mr. Santiago:

Your building is currently being prepared for sale by the Sales Unit of the Division of Alternative Management Programs (DAMP) of HPD. In order for DAMP to proceed with the sales process we need your assistance in providing information that we must include in the Offering Plan which will be given to each tenant. We need to know which current tenants have lived in the same apartment continuously since July 1971. This information is required because the Offering Plan must disclose all the rights of both purchasers and non-buying tenants. Tenants who do not buy, except for senior citizens and eligible disabled persons, may be evicted under certain circumstances. When the building is sold as a Co-op to the Tenant Association, all non-buying tenants will be covered by Rent Control (if they have lived in the same apartment continuously since July, 1971) or Rent Stabilization (all other non-purchasers) for as long as they are entitled to occupancy of the apartment.

Please complete the attached form and forward to:

Ms. Betty Gaddy  
HPD - DAMP Sales Unit  
75 Maiden Lane - 5th Floor  
New York, New York 10038

Please be advised that we must have this information before we can further process the sale of your building.

Thank you for your prompt assistance in this matter.

Sincerely,

*Ned York*

Edward York  
Director, DAMP Sales



ANTHONY GLIEDMAN, Commissioner  
 Office of Property Management  
 JOSEPH SHULDINER, Deputy Commissioner  
 Division of Alternative Management Programs  
 JOAN WALLSTEIN, Assistant Commissioner  
 75 MAIDEN LANE, NEW YORK, NEW YORK 10038

Miguel Z. Santiago  
 1600 Nelson R Ave.  
 Bronx, N.Y. 10452

Date: APR 6 1984

Dear

According to our records, the Tenant Interim Lease you executed with HPD, City of New York, on May, 1983 will expire on April 30, 1984. We are prepared to enter into a new eleven (11) month lease to begin May 1, 1984. It is absolutely essential that there be no interruption in the continuity between the expiration of the old lease and the execution of the new one.

In order to execute the new lease, please have available a copy of your current Liability insurance policy; the minutes of the most recent election of the members of the Board of Directors of your Tenants' Association/Corporation; Fill-out the enclosed form bringing the status of your smoke detector's Installation up to date; the number of window guards needed for apartments with children ten (10) years old and younger and a one dollar (\$1.00) money order or certified check made out to the Commissioner of Finance of New York City.

Please contact Mr. Eugene Jackson at 806-8178, or Mrs. Christiana Nefsky at 806-8176 or Mr. Rufus Harvey at 806-8177, 75 Maiden Lane, 9th Floor, New York, New York, 10038, in order to schedule an appointment to arrange for the execution of the new lease.

Sincerely,

*Benjamin Bell*  
 Benjamin Bell, Deputy Director  
 Tenant Interim Lease Program

BB:tb



AND DEVELOPMENT  
PAUL A. CROTTY, Commissioner

Office of Property Management  
FELICE MICHETTI, Deputy Commissioner

Division of Alternative Management Programs  
JOAN WALLSTEIN, Assistant Commissioner

75 MAIDEN LANE, NEW YORK, NEW YORK 10038

October 31, 1986

Miquel Santiago, President  
1600 Nelson Avenue Tenants Association  
1600 Nelson Avenue  
Bronx, New York

Closing for 1600 Nelson Avenue  
Bronx, New York

Dear Mr. Santiago:

Please be advised that a closing on the above-referenced property must take place on or before November 28, 1986.

As per our telephone conversation, please have your attorney contact me to schedule a closing.

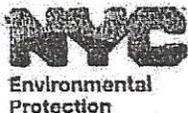
If you have any questions you can contact me at (212)806-8569.

Sincerely,

Mark Matthews  
Deputy Director  
DAMP Sales

MM:hbl

cc: Edward York  
Irma Vasquez  
Julio Rodriguez  
Janice Jackson  
Bldg. File  
Chron File



# PAYMENT AGREEMENT

May 8, 2015

**PROPERTY ADDRESS**

117 FEATHERBED LN  
Borough: The Bronx  
Block: 02876 Lot: 0001  
Account No: 1000167150001  
Open Balance: \$165,441.36  
Service Period: 07/01/06 to 07/01/14

1600 NAH DTC  
PO BOX 523092  
BRONX NY 10452

Dear customer:

This agreement between the Department of Environmental Protection and the named individual as the legal representative or owner of the property, documents a promise to satisfy past due water and sewer charges issued against the above the mentioned property and account number. By signing this document, the named individual agrees to submit the first of 120 monthly payments by 06/12/15. You will receive a consolidated bill each month that consists of the agreed upon Payment Agreement Installment Amount of \$1,378.68, the current months' interest accrued on the prior balance and any new water and sewer charges. If you miss a payment, the charge will be carried over to your next monthly consolidated bill.

If the required monthly payments are made on time and in full, the total amount paid under this agreement will equal \$165,441.36 in principal and \$75,068.91 in interest. Please note that failure to submit the above described payments to DEP on or before the due date as agreed to in this document will increase the amount of interest charged and therefore the total amount due. Please be aware that these amounts only include what is owed pursuant to this agreement and do not include any new water and sewer charges.

All unpaid balances for water and sewer charges accrue interest at 9% per year, compounded monthly. To avoid additional interest charges, monthly installment payments must be received by the "Payment due by" date listed on your water and sewer bill.

In the event of any failure to pay current water and sewer charges on the above property, or any monthly installment under this Payment Agreement, when the payment is due, DEP and the NYC Water Board will undertake all efforts provided under law and equity to recover the full sum due. Customers who default on their payment agreement and are then sold in a City tax lien sale will not be allowed to enter into a payment agreement for a period of five(5) years.

*Unpaid water and sewer charges constitute a lien against the property. Failure to satisfy this debt may result in inclusion of the property in a City tax lien sale, which could, in turn, lead to a foreclosure action against the property to collect unpaid charges. In addition, failure to satisfy this debt may result in your unpaid balance being reported to a credit reporting agency by the Department of Environmental Protection.*

Please note that the entire unpaid balance is due to the Water Board before your property is sold, refinanced, or transferred.

If you have any questions, please contact the NYC Department of Environmental Protection Collection Department by phone at (718) 595-7890 or in person by visiting our Queens office at 59-17 Junction Boulevard, 13th Floor.

By signing below, you indicate your acceptance of these terms and agree that the charges on this account are valid and can not be disputed.

  
\_\_\_\_\_  
Owner or Agent Signature

NYS Drivers License  
Type of ID (i.e. NYS license, Passport)

D. Sital  
\_\_\_\_\_  
DEP Representative Signature

5/8/15  
Date



## PAYMENT AGREEMENT SCHEDULE

### Account Information

Owner's Name:	1600 NAH DTC	Account Number:	1000167150001
Service Address:	117 FEATHERBED LN BRONX, NY 10452	Payment Agreement Amount:	\$165,441.36
Borough/Block/Lot:	02-02876-0001	Down Payment:	\$0.00

### Agreement Information

Monthly Installment Payment:	\$1,378.68	Payment Agreement Balance:	\$165,441.36
Total Annual Payment:	\$16,544.16	Annual Interest Rate:	9.00%
Interest in First Year of Agreement:	\$14,207.28	Agreement Period in Months:	120
Interest Over Term of Agreement:	\$75,068.91	First Payment Due Date:	Jun 12, 2015
Total of All Payments:	\$240,510.27		

PLEASE MAIL YOUR PAYMENTS TO: NYC WATER BOARD, P.O. BOX 11863, NEWARK, NJ 07101-8163

**\*\* This payment schedule is intended for illustration purposes only. Interest payments shown below are calculated at 9% per year, compounded monthly, and assume that the customer will pay their monthly amount on time as well as keep current with new charges as issued. Failure to pay any charges on time will result in additional interest being charged.\*\***

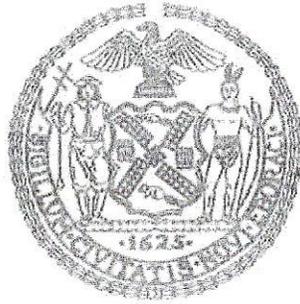
### Payment Details

No	Payment Due Date	Beginning Balance	Payments	Installment Amount	Interest	Cumulative Installment Amount	Cumulative Interest	Ending Balance
1	Jun 12, 2015	\$165,441.36	\$2,619.49	\$1,378.68	\$1,240.81	\$1,378.68	\$1,240.81	\$164,062.68
2	Jul 12, 2015	\$164,062.68	\$2,609.15	\$1,378.68	\$1,230.47	\$2,757.36	\$2,471.28	\$162,684.00
3	Aug 12, 2015	\$162,684.00	\$2,598.81	\$1,378.68	\$1,220.13	\$4,136.04	\$3,691.41	\$161,305.32
4	Sep 12, 2015	\$161,305.32	\$2,588.47	\$1,378.68	\$1,209.79	\$5,514.72	\$4,901.20	\$159,926.64
5	Oct 12, 2015	\$159,926.64	\$2,578.13	\$1,378.68	\$1,199.45	\$6,893.40	\$6,100.65	\$158,547.96
6	Nov 12, 2015	\$158,547.96	\$2,567.79	\$1,378.68	\$1,189.11	\$8,272.08	\$7,289.76	\$157,169.28
7	Dec 12, 2015	\$157,169.28	\$2,557.45	\$1,378.68	\$1,178.77	\$9,650.76	\$8,468.53	\$155,790.60
8	Jan 12, 2016	\$155,790.60	\$2,547.11	\$1,378.68	\$1,168.43	\$11,029.44	\$9,636.96	\$154,411.92
9	Feb 12, 2016	\$154,411.92	\$2,536.77	\$1,378.68	\$1,158.09	\$12,408.12	\$10,795.05	\$153,033.24
10	Mar 12, 2016	\$153,033.24	\$2,526.43	\$1,378.68	\$1,147.75	\$13,786.80	\$11,942.80	\$151,654.56
11	Apr 12, 2016	\$151,654.56	\$2,516.09	\$1,378.68	\$1,137.41	\$15,165.48	\$13,080.21	\$150,275.88
12	May 12, 2016	\$150,275.88	\$2,505.75	\$1,378.68	\$1,127.07	\$16,544.16	\$14,207.28	\$148,897.20
13	Jun 12, 2016	\$148,897.20	\$2,495.41	\$1,378.68	\$1,116.73	\$17,922.84	\$15,324.00	\$147,518.52
14	Jul 12, 2016	\$147,518.52	\$2,485.07	\$1,378.68	\$1,106.39	\$19,301.52	\$16,430.39	\$146,139.84
15	Aug 12, 2016	\$146,139.84	\$2,474.73	\$1,378.68	\$1,096.05	\$20,680.20	\$17,526.44	\$144,761.16
16	Sep 12, 2016	\$144,761.16	\$2,464.39	\$1,378.68	\$1,085.71	\$22,058.88	\$18,612.15	\$143,382.48
17	Oct 12, 2016	\$143,382.48	\$2,454.05	\$1,378.68	\$1,075.37	\$23,437.56	\$19,687.52	\$142,003.80
18	Nov 12, 2016	\$142,003.80	\$2,443.71	\$1,378.68	\$1,065.03	\$24,816.24	\$20,752.55	\$140,625.12
19	Dec 12, 2016	\$140,625.12	\$2,433.37	\$1,378.68	\$1,054.69	\$26,194.92	\$21,807.24	\$139,246.44
20	Jan 12, 2017	\$139,246.44	\$2,423.03	\$1,378.68	\$1,044.35	\$27,573.60	\$22,851.58	\$137,867.76
21	Feb 12, 2017	\$137,867.76	\$2,412.69	\$1,378.68	\$1,034.01	\$28,952.28	\$23,885.59	\$136,489.08
22	Mar 12, 2017	\$136,489.08	\$2,402.35	\$1,378.68	\$1,023.67	\$30,330.96	\$24,909.26	\$135,110.40
23	Apr 12, 2017	\$135,110.40	\$2,392.01	\$1,378.68	\$1,013.33	\$31,709.64	\$25,922.59	\$133,731.72
24	May 12, 2017	\$133,731.72	\$2,381.67	\$1,378.68	\$1,002.99	\$33,088.32	\$26,925.58	\$132,353.04
25	Jun 12, 2017	\$132,353.04	\$2,371.33	\$1,378.68	\$992.65	\$34,467.00	\$27,918.22	\$130,974.36
26	Jul 12, 2017	\$130,974.36	\$2,360.99	\$1,378.68	\$982.31	\$35,845.68	\$28,900.53	\$129,595.68
27	Aug 12, 2017	\$129,595.68	\$2,350.65	\$1,378.68	\$971.97	\$37,224.36	\$29,872.50	\$128,217.00
28	Sep 12, 2017	\$128,217.00	\$2,340.31	\$1,378.68	\$961.63	\$38,603.04	\$30,834.13	\$126,838.32
29	Oct 12, 2017	\$126,838.32	\$2,329.97	\$1,378.68	\$951.29	\$39,981.72	\$31,785.42	\$125,459.64
30	Nov 12, 2017	\$125,459.64	\$2,319.63	\$1,378.68	\$940.95	\$41,360.40	\$32,726.36	\$124,080.96

31	Dec 12, 2017	\$124,080.96	\$2,309.29	\$1,378.68	\$930.61	\$42,739.08	\$33,656.97	\$122,702.28
32	Jan 12, 2018	\$122,702.28	\$2,298.95	\$1,378.68	\$920.27	\$44,117.76	\$34,577.24	\$121,323.60
33	Feb 12, 2018	\$121,323.60	\$2,288.61	\$1,378.68	\$909.93	\$45,496.44	\$35,487.16	\$119,944.92
34	Mar 12, 2018	\$119,944.92	\$2,278.27	\$1,378.68	\$899.59	\$46,875.12	\$36,386.75	\$118,566.24
35	Apr 12, 2018	\$118,566.24	\$2,267.93	\$1,378.68	\$889.25	\$48,253.80	\$37,276.00	\$117,187.56
36	May 12, 2018	\$117,187.56	\$2,257.59	\$1,378.68	\$878.91	\$49,632.48	\$38,154.90	\$115,808.88
37	Jun 12, 2018	\$115,808.88	\$2,247.25	\$1,378.68	\$868.57	\$51,011.16	\$39,023.47	\$114,430.20
38	Jul 12, 2018	\$114,430.20	\$2,236.91	\$1,378.68	\$858.23	\$52,389.84	\$39,881.70	\$113,051.52
39	Aug 12, 2018	\$113,051.52	\$2,226.57	\$1,378.68	\$847.89	\$53,768.52	\$40,729.58	\$111,672.84
40	Sep 12, 2018	\$111,672.84	\$2,216.23	\$1,378.68	\$837.55	\$55,147.20	\$41,567.13	\$110,294.16
41	Oct 12, 2018	\$110,294.16	\$2,205.89	\$1,378.68	\$827.21	\$56,525.88	\$42,394.34	\$108,915.48
42	Nov 12, 2018	\$108,915.48	\$2,195.55	\$1,378.68	\$816.87	\$57,904.56	\$43,211.20	\$107,536.80
43	Dec 12, 2018	\$107,536.80	\$2,185.21	\$1,378.68	\$806.53	\$59,283.24	\$44,017.73	\$106,158.12
44	Jan 12, 2019	\$106,158.12	\$2,174.87	\$1,378.68	\$796.19	\$60,661.92	\$44,813.91	\$104,779.44
45	Feb 12, 2019	\$104,779.44	\$2,164.53	\$1,378.68	\$785.85	\$62,040.60	\$45,599.76	\$103,400.76
46	Mar 12, 2019	\$103,400.76	\$2,154.19	\$1,378.68	\$775.51	\$63,419.28	\$46,375.27	\$102,022.08
47	Apr 12, 2019	\$102,022.08	\$2,143.85	\$1,378.68	\$765.17	\$64,797.96	\$47,140.43	\$100,643.40
48	May 12, 2019	\$100,643.40	\$2,133.51	\$1,378.68	\$754.83	\$66,176.64	\$47,895.26	\$99,264.72
49	Jun 12, 2019	\$99,264.72	\$2,123.17	\$1,378.68	\$744.49	\$67,555.32	\$48,639.74	\$97,886.04
50	Jul 12, 2019	\$97,886.04	\$2,112.83	\$1,378.68	\$734.15	\$68,934.00	\$49,373.89	\$96,507.36
51	Aug 12, 2019	\$96,507.36	\$2,102.49	\$1,378.68	\$723.81	\$70,312.68	\$50,097.69	\$95,128.68
52	Sep 12, 2019	\$95,128.68	\$2,092.15	\$1,378.68	\$713.47	\$71,691.36	\$50,811.16	\$93,750.00
53	Oct 12, 2019	\$93,750.00	\$2,081.81	\$1,378.68	\$703.13	\$73,070.04	\$51,514.28	\$92,371.32
54	Nov 12, 2019	\$92,371.32	\$2,071.46	\$1,378.68	\$692.78	\$74,448.72	\$52,207.07	\$90,992.64
55	Dec 12, 2019	\$90,992.64	\$2,061.12	\$1,378.68	\$682.44	\$75,827.40	\$52,889.51	\$89,613.96
56	Jan 12, 2020	\$89,613.96	\$2,050.78	\$1,378.68	\$672.10	\$77,206.08	\$53,561.62	\$88,235.28
57	Feb 12, 2020	\$88,235.28	\$2,040.44	\$1,378.68	\$661.76	\$78,584.76	\$54,223.38	\$86,856.60
58	Mar 12, 2020	\$86,856.60	\$2,030.10	\$1,378.68	\$651.42	\$79,963.44	\$54,874.81	\$85,477.92
59	Apr 12, 2020	\$85,477.92	\$2,019.76	\$1,378.68	\$641.08	\$81,342.12	\$55,515.89	\$84,099.24
60	May 12, 2020	\$84,099.24	\$2,009.42	\$1,378.68	\$630.74	\$82,720.80	\$56,146.63	\$82,720.56
61	Jun 12, 2020	\$82,720.56	\$1,999.08	\$1,378.68	\$620.40	\$84,099.48	\$56,767.04	\$81,341.88
62	Jul 12, 2020	\$81,341.88	\$1,988.74	\$1,378.68	\$610.06	\$85,478.16	\$57,377.10	\$79,963.20
63	Aug 12, 2020	\$79,963.20	\$1,978.40	\$1,378.68	\$599.72	\$86,856.84	\$57,976.83	\$78,584.52
64	Sep 12, 2020	\$78,584.52	\$1,968.06	\$1,378.68	\$589.38	\$88,235.52	\$58,566.21	\$77,205.84
65	Oct 12, 2020	\$77,205.84	\$1,957.72	\$1,378.68	\$579.04	\$89,614.20	\$59,145.25	\$75,827.16
66	Nov 12, 2020	\$75,827.16	\$1,947.38	\$1,378.68	\$568.70	\$90,992.88	\$59,713.96	\$74,448.48
67	Dec 12, 2020	\$74,448.48	\$1,937.04	\$1,378.68	\$558.36	\$92,371.56	\$60,272.32	\$73,069.80
68	Jan 12, 2021	\$73,069.80	\$1,926.70	\$1,378.68	\$548.02	\$93,750.24	\$60,820.35	\$71,691.12
69	Feb 12, 2021	\$71,691.12	\$1,916.36	\$1,378.68	\$537.68	\$95,128.92	\$61,358.03	\$70,312.44
70	Mar 12, 2021	\$70,312.44	\$1,906.02	\$1,378.68	\$527.34	\$96,507.60	\$61,885.37	\$68,933.76
71	Apr 12, 2021	\$68,933.76	\$1,895.68	\$1,378.68	\$517.00	\$97,886.28	\$62,402.38	\$67,555.08
72	May 12, 2021	\$67,555.08	\$1,885.34	\$1,378.68	\$506.66	\$99,264.96	\$62,909.04	\$66,176.40
73	Jun 12, 2021	\$66,176.40	\$1,875.00	\$1,378.68	\$496.32	\$100,643.64	\$63,405.36	\$64,797.72
74	Jul 12, 2021	\$64,797.72	\$1,864.66	\$1,378.68	\$485.98	\$102,022.32	\$63,891.34	\$63,419.04
75	Aug 12, 2021	\$63,419.04	\$1,854.32	\$1,378.68	\$475.64	\$103,401.00	\$64,366.99	\$62,040.36
76	Sep 12, 2021	\$62,040.36	\$1,843.98	\$1,378.68	\$465.30	\$104,779.68	\$64,832.29	\$60,661.68
77	Oct 12, 2021	\$60,661.68	\$1,833.64	\$1,378.68	\$454.96	\$106,158.36	\$65,287.25	\$59,283.00
78	Nov 12, 2021	\$59,283.00	\$1,823.30	\$1,378.68	\$444.62	\$107,537.04	\$65,731.88	\$57,904.32
79	Dec 12, 2021	\$57,904.32	\$1,812.96	\$1,378.68	\$434.28	\$108,915.72	\$66,166.16	\$56,525.64
80	Jan 12, 2022	\$56,525.64	\$1,802.62	\$1,378.68	\$423.94	\$110,294.40	\$66,590.10	\$55,146.96
81	Feb 12, 2022	\$55,146.96	\$1,792.28	\$1,378.68	\$413.60	\$111,673.08	\$67,003.70	\$53,768.28
82	Mar 12, 2022	\$53,768.28	\$1,781.94	\$1,378.68	\$403.26	\$113,051.76	\$67,406.96	\$52,389.60
83	Apr 12, 2022	\$52,389.60	\$1,771.60	\$1,378.68	\$392.92	\$114,430.44	\$67,799.89	\$51,010.92
84	May 12, 2022	\$51,010.92	\$1,761.26	\$1,378.68	\$382.58	\$115,809.12	\$68,182.47	\$49,632.24
85	Jun 12, 2022	\$49,632.24	\$1,750.92	\$1,378.68	\$372.24	\$117,187.80	\$68,554.71	\$48,253.56
86	Jul 12, 2022	\$48,253.56	\$1,740.58	\$1,378.68	\$361.90	\$118,566.48	\$68,916.61	\$46,874.88
87	Aug 12, 2022	\$46,874.88	\$1,730.24	\$1,378.68	\$351.56	\$119,945.16	\$69,268.17	\$45,496.20
88	Sep 12, 2022	\$45,496.20	\$1,719.90	\$1,378.68	\$341.22	\$121,323.84	\$69,609.39	\$44,117.52
89	Oct 12, 2022	\$44,117.52	\$1,709.56	\$1,378.68	\$330.88	\$122,702.52	\$69,940.28	\$42,738.84
90	Nov 12, 2022	\$42,738.84	\$1,699.22	\$1,378.68	\$320.54	\$124,081.20	\$70,260.82	\$41,360.16
91	Dec 12, 2022	\$41,360.16	\$1,688.88	\$1,378.68	\$310.20	\$125,459.88	\$70,571.02	\$39,981.48

07

	Jan 12, 2023	\$39,981.48	\$1,678.54	\$1,378.68	\$299.86	\$126,838.56	\$70,870.88	\$38,602.80
93	Feb 12, 2023	\$38,602.80	\$1,668.20	\$1,378.68	\$289.52	\$128,217.24	\$71,160.40	\$37,224.12
94	Mar 12, 2023	\$37,224.12	\$1,657.86	\$1,378.68	\$279.18	\$129,595.92	\$71,439.58	\$35,845.44
95	Apr 12, 2023	\$35,845.44	\$1,647.52	\$1,378.68	\$268.84	\$130,974.60	\$71,708.42	\$34,466.76
96	May 12, 2023	\$34,466.76	\$1,637.18	\$1,378.68	\$258.50	\$132,353.28	\$71,966.92	\$33,088.08
97	Jun 12, 2023	\$33,088.08	\$1,626.84	\$1,378.68	\$248.16	\$133,731.96	\$72,215.08	\$31,709.40
98	Jul 12, 2023	\$31,709.40	\$1,616.50	\$1,378.68	\$237.82	\$135,110.64	\$72,452.90	\$30,330.72
99	Aug 12, 2023	\$30,330.72	\$1,606.16	\$1,378.68	\$227.48	\$136,489.32	\$72,680.38	\$28,952.04
100	Sep 12, 2023	\$28,952.04	\$1,595.82	\$1,378.68	\$217.14	\$137,868.00	\$72,897.52	\$27,573.36
101	Oct 12, 2023	\$27,573.36	\$1,585.48	\$1,378.68	\$206.80	\$139,246.68	\$73,104.33	\$26,194.68
102	Nov 12, 2023	\$26,194.68	\$1,575.14	\$1,378.68	\$196.46	\$140,625.36	\$73,300.79	\$24,816.00
103	Dec 12, 2023	\$24,816.00	\$1,564.80	\$1,378.68	\$186.12	\$142,004.04	\$73,486.91	\$23,437.32
104	Jan 12, 2024	\$23,437.32	\$1,554.46	\$1,378.68	\$175.78	\$143,382.72	\$73,662.68	\$22,058.64
105	Feb 12, 2024	\$22,058.64	\$1,544.12	\$1,378.68	\$165.44	\$144,761.40	\$73,828.12	\$20,679.96
106	Mar 12, 2024	\$20,679.96	\$1,533.78	\$1,378.68	\$155.10	\$146,140.08	\$73,983.22	\$19,301.28
107	Apr 12, 2024	\$19,301.28	\$1,523.44	\$1,378.68	\$144.76	\$147,518.76	\$74,127.98	\$17,922.60
108	May 12, 2024	\$17,922.60	\$1,513.10	\$1,378.68	\$134.42	\$148,897.44	\$74,262.40	\$16,543.92
109	Jun 12, 2024	\$16,543.92	\$1,502.76	\$1,378.68	\$124.08	\$150,276.12	\$74,386.48	\$15,165.24
110	Jul 12, 2024	\$15,165.24	\$1,492.42	\$1,378.68	\$113.74	\$151,654.80	\$74,500.22	\$13,786.56
111	Aug 12, 2024	\$13,786.56	\$1,482.08	\$1,378.68	\$103.40	\$153,033.48	\$74,603.62	\$12,407.88
112	Sep 12, 2024	\$12,407.88	\$1,471.74	\$1,378.68	\$93.06	\$154,412.16	\$74,696.68	\$11,029.20
113	Oct 12, 2024	\$11,029.20	\$1,461.40	\$1,378.68	\$82.72	\$155,790.84	\$74,779.40	\$9,650.52
114	Nov 12, 2024	\$9,650.52	\$1,451.06	\$1,378.68	\$72.38	\$157,169.52	\$74,851.78	\$8,271.84
115	Dec 12, 2024	\$8,271.84	\$1,440.72	\$1,378.68	\$62.04	\$158,548.20	\$74,913.82	\$6,893.16
116	Jan 12, 2025	\$6,893.16	\$1,430.38	\$1,378.68	\$51.70	\$159,926.88	\$74,965.52	\$5,514.48
117	Feb 12, 2025	\$5,514.48	\$1,420.04	\$1,378.68	\$41.36	\$161,305.56	\$75,006.87	\$4,135.80
118	Mar 12, 2025	\$4,135.80	\$1,409.70	\$1,378.68	\$31.02	\$162,684.24	\$75,037.89	\$2,757.12
119	Apr 12, 2025	\$2,757.12	\$1,399.36	\$1,378.68	\$20.68	\$164,062.92	\$75,058.57	\$1,378.44
120	May 12, 2025	\$1,378.68	\$1,389.02	\$1,378.68	\$10.34	\$165,441.36	\$75,068.91	\$0.00



October 10, 2017

Maria Torres-Springer  
Commissioner  
NYC Housing Preservation & Development  
100 Gold Street  
New York, NY 10038

Dear Commissioner Torres-Springer:

It has come to our attention that the Department of Housing Preservation & Development (HPD) 2017 Third Party Transfer (TPT) Round X is moving ahead with foreclosure proceedings of 84 HDFCs. While we understand that you have made efforts to assist these buildings in order for them to achieve good standing, we do not want to lose this essential stock of housing which have made the dream of affordable homeownership possible for over 2,000 families. Therefore, we are requesting that HPD issue a moratorium on HDFC foreclosures, in order to focus on the necessary next steps towards supporting these HDFC buildings in need.

HDFC shareholders have invested significant amounts of their own money, sweat equity and effort into their homes, their buildings and the community at large. Studies have shown that homeowners are more civically engaged in their communities, volunteer at higher rates, and there is a correlation, all things being equal, between homeownership and success in health and academia in children.

We know that Mayor de Blasio and HPD are committed to maintaining the affordability of these units, but if they cease being owner-occupied homes it would be a major loss for our city, not to mention the owners themselves. Preservation of these HDFCs would undoubtedly be less costly than the creation of new owner-occupied housing.

We acknowledge that some of the buildings listed for foreclosure no longer have active shareholders residing in them. Others may contain shareholders that have apprehensions regarding their existing structure and prefer reverting to affordable rentals that would be renovated. It is for this reason that we ask for a more judicious screening process to ensure that buildings on the right path are not subject to foreclosure.

We believe that additional communication between HPD and HDFCs at risk of foreclosure would benefit both parties. Most of the 84 HDFCs listed are self-managed and could benefit from the advice of HPD. For example, retroactive Article XI exemption is one tool at HPD's disposal in alleviating a buildings tax burden. Removing the deadline for applying for Article XI tax amnesty would offer shareholders the opportunity to keep their buildings running.

We also ask that the moratorium include collaboration with the Department of Finance and the Department of Environmental Protection, the two agencies in which arrears lead to foreclosure proceedings, as well as with the HDFC Coalition and the Brooklyn HDFC Coalition. Promotion of inter-agency cooperation encourages a transparent and inclusive format in which shareholders and agencies work towards solutions for troubled HDFCs.

With the threat of TPT judgement looming, we ask that you stop the clock on HDFC foreclosure, and that together we re-examine what appropriate tools and resources are necessary to ensure that our HDFCs not only survive but thrive.

Sincerely,



Mark Levine  
Council Member, 7th District



Margaret Chin  
Council Member, 1st District



Corey Johnson  
Council Member, 3rd District



Ben Kallos  
Council Member, 5th District



Helen Rosenthal  
Council Member, 6th District



Ydanis Rodriguez  
Council Member, 10th District



Andrew Cohen  
Council Member, 11th District



Ritchie Torres  
Council Member, 15th District



Rafael Salamanca Jr.  
Council Member, 17th District



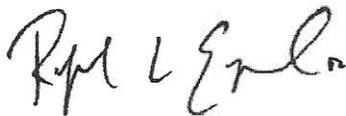
I. Daneek Miller  
Council Member, 27th District



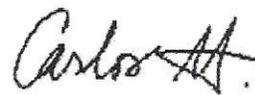
Karen Koslowitz,  
Council Member, 29th District



Antonio Reynoso  
Council Member, 34th District



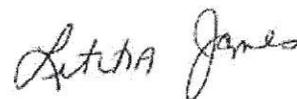
Rafael Espinal Jr.  
Council Member, 37th District



Carlos Menchaca  
Council Member, 38th District



Mark Treyger  
Council Member, 47th District



Letitia James  
Public Advocate

June 6, 2017

{full text}

Mayor Bill de Blasio on HPD's HDFC TPT

---

**West Harlem Progressive Democratic Club's  
Community Leaders Meeting with Mayor de Blasio  
Antioch Baptist Church, 515 W 125th St., NYC  
Saturday, June 3rd, at 12pm.**

---

**Anita Cheng:** Honor to meet you. We've met.

**Mayor Bill de Blasio:** Yes, we've met.

**AC:** With Sylvia

(gesturing to Sylvia Tyler sitting next to her).

**BdB:** You have to tell the crowd.

**AC:** Yes, I will tell them.

**BdB:** Sylvia said "Jump." I said, "How high ma'am?"

[Laughter]

**AC:** Yes, we are friends of the Mayor. He met with the HDFC Coalition. And we thank you for being a friend for affordable housing. We want you to reaffirm your commitment to affordable ownership—which is HDFCs. And we wonder, I brought a map. These are all the HDFCs in the city, and the ones with the big tag are scheduled for TPT. I counted 120 buildings.

**Audience:** Translate the acronyms.

**AC:** Uh, Third Party Transfer, which is...

**BdB:** I was hoping she would too. [Laughter]

**AC:** My count, which is not a final count, is 120 HD—, Housing Fund Development Corporations, which are co-op owners, scheduled for foreclosure, in the next few months.

**Audience:** Oh!

**Clyde Rousseau:** Buildings, not owners.

**AC:** Buildings, right. 120 buildings. Can you the Mayor, commit to a moratorium on foreclosures and Third Party Transfer actions on HDFCs, [Applause] until a task force, including representatives of the people affected, and community leaders, can be gotten together to help save these distressed HDFCs?

**BdB:** So, uh, we had a good long meeting about it. I want to first refer to that to try and give you an answer. It's not the exact, um, answer that I think you're looking for but I think it's close.

First, there's going to be a legislative process working with the city council to redefine the whole approach of the city to the HDFCs. Because it has been incoherent for quite a while. You heard a lot of the things we're thinking about. You guys raised a number of concerns to us. What I affirmed to you was that there would be an open, public process, including obviously stakeholders, that would result in legislation and that obviously means hearings and a public vote.

So there's going to be a major reform of the approach. I want that to be hopefully, as early as this year, although as you know, the complexity may cause it to be a little longer. And I'm going to be very personally involved in that.

As you also know, and I talked about it at the meeting. I personally did not have enough knowledge of the subject matter before that meeting. And it was a very helpful meeting to hear from the stakeholders. So I'm going to be personally at the table determining the shape of this. But it will go through a democratic process.

On the moratorium. I don't think I can say the word moratorium. I can say that I'm going to go back—since we now concluded the city budget literally last night, and that has opened up a lot more space to deal with a lot of other issues.

Um, I'm going to go back and make clear to the folks in the city government, HPD and otherwise, that we need to immediately protect any buildings that can... where we can avoid a foreclosure. The word moratorium suggests a total 100%, I don't know if that's true, that we can get 100%.

But I don't want foreclosures to go forward if we have an alternative we can find. And I think one thing that was happening, was policies of the past were not reassessed, and a certain amount of momentum had gotten built up and it was not a functional approach. We have to create now a functional approach. So I can give you my personal commitment that this week I will talk with the key people in administration and say that I want to avoid any foreclosures that can be avoided in the short term to give us time to come up with a bigger policy. Thank you.

**Audience:** Thank you.

[Applause]



New York City Mayor Bill de Blasio, campaigning for re-election at the Antioch Baptist Church in Harlem, speaks before the West Harlem Progressive Democratic Club on Saturday, June 3, 2017. Photo Credit: Steven Sunshine

July 2019

Subject: HDFC buildings, TPT transfers, City Council Hearing 7/22/2019

it is apparent that HPD continues their efforts to control **ALL** HDFC buildings and TPT is only the first step.

while developers are lured with rezoning, waivers, exceptions, air rights, tax abatements, grants, and guaranteed profits; HDFC buildings are threatened with the removal of whatever benefits allow them to remain affordable. affordable now ranges from several hundred dollars a month to many thousands.

JDFC co-ops were mostly abandoned by landlords, unsafe, and in need of major rehabilitation. city owned or in the in-rem pipeline. once these buildings were "homesteaded" by mostly low income folks utilizing their time and money - with systems help partially funded by the city's chosen and unqualified contractors, were left to function on their own.

now, after almost thirty years of neglecting HDFC buildings and ignoring their pleas for assistance HPD has replaced their total lack of response to requests for help by the abuse of foreclosing on the buildings. HPD now views these buildings under a microscope - looking for excuses to enable them to seize control - even while continuing to ignore pleas for assistance. seizure is the real aim now.

what more evidence of draconian terrorism can HPD display to HDFC shareholders - so many of whom are women and seniors who have spent so much of their lives, energy, and resources when creating their own affordable housing - to now be faced with the loss of ownership of their hard earned co-op apartments.

what we need now is a moratorium on foreclosures. a chance to look at the system that encourages gentrification and developers while voicing concern for housing the poor, elderly, woman and families, and the homeless - many of whom are minorities - a farce that is perpetrated by our elected officials and a city bureaucracy under the guise of creating and protecting affordable housing.

evidence of this face starts with the secret plans, the deception, the sneaky appeal to Albany, and the omission of HDFC shareholders participation in planning and maintenance of major program changes proposed by HPD.

HPD has shown itself to be unreliable and unreasonable. we need to have a seat at the table to protect our homes.

susan leelike  
east 10th street  
new york, ny 10003

council email #1

Sent: Fri, Jun 14, 2019 5:02 pm

Subject: HDFC buildings = use information

for a long time there has been a direct attack on HDFC buildings. it started long before the discovery of HPD's secret plans for restrictive new Regulatory Agreements.

then HPD attacked our buildings with the Third Party Transfer program, slating foreclosure proceedings without providing notice to many of the buildings, even those that had tried to secure help from HPD.

not satisfied with the lack of speed of HPD's "progress", the mayor (also secretly) approached the State in order to advocate for new legislation giving HPD the power to take control of HDFC co-ops, threatening to remove tax benefit from "uncooperative" owners in order to force new regulations on their private property.

the threat was couched in language pretending to create and preserve affordable housing, while the reality has been the attempt to reduce the self-management of the mostly successful HDFC program.

at the same time our generous mayor started giving developers tax write offs grants, loans and rezoning incentive with few of the restrictions imposed on the HDFC buildings **and** a guaranteed profit..

Now HPD is moving forward with a "working group" in another attempt to seize our homes from the control (and hard work by HDFC cooperative members) and this "working group" group will have no representation from the very buildings that HPD is going to study - sound familiar? another attack on our efforts to save our HDFC co-ops - with emphasis on circumventing the residents in the at risk buildings even during their attempt to save their homes from foreclosure.

Now is the time for our elected representatives- YOU - to show your support for the people that saved these mostly neglected and abandoned buildings, turning them into thriving tenant owned co-ops, and - at the very least - include representation of all HDFC buildings in any discussions of the threat of foreclosure to these buildings by HPD.

**REPEAT**, HPD has shown itself to be unreliable and unreasonable. we need to have a seat at the table to protect our homes.

sleelike@gmail.com

from grievance 7/8/19

Here's a look at 255 E. Houston St./171 Suffolk St., the L-shaped parcel where work continues at developer Samy Mahfar's 14-floor residential building.

The site describes Sioné this way — "A Limited Collection of Luxury Residences"...

**The best statement:** The residences here range from studios to three bedrooms — all with or without terraces ...

Mahfar, who [has been accused](#) of harassing rent-regulated tenants, had approval for a 10-floor building, which turned into [14 floors](#) and 88 units.

[As the Lo-Down reported](#) in December 2017:

Mahfar had already received 421a tax breaks to build some affordable units, but he was also seeking a floor area bonus through the city's inclusionary housing program." It's not immediately clear how many affordable units may be available in this complex.

## Third Party Transfer Program

Given what I've heard about the lack of assistance from HPD to vulnerable HDFC'S over the decades, the taking of very hard won home ownership from HDFC shareholders by these means, seems very underhanded, at best. Equity should be restored as a starting point. Then the kinds of assistance that should have been provided in the past, should be provided now.

Sincerely,

David Faust

<evad1326@yahoo.com>

**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: Rev. Michael Strong

Address: Strong Family House, Convent

I represent: Developers

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: July 22, 19

(PLEASE PRINT)

Name: Annie Wilson Miquet

Address: % Suite 2625, 225 Bway, NY 10007

I represent: myself co-founder Tenants Assoc/HDFC

Address: 544 E 13 St, NY 10009

**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: M. E. Greene-Cohen

Address: 938 St. Nicholas Pl. #31

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:

Address:

I represent:

Address:

Thomas Winston  
938 St. Nicholas Ave #31

**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:

Address:

I represent:

Address:

Mr. Towright  
1991 Bergen St  
STOP Mortgage Fraud Team

**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:

Address:

I represent:

Address:

Dr. Raphael K. Works  
522 W. 158<sup>th</sup> Street Suite 34  
Veterans Development Initiatives, Inc  
522 West 158<sup>th</sup> Street Tenant Assoc.

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: 7.22.19

(PLEASE PRINT)

Name: Blanca Vasquez

Address: 144 W 105 St.

I represent: HDFC Anti-Foreclosure Committee

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: Carlton Burroughs

Address: 938 St. Nicholas Ave

I represent: 938 Citycrest HDFC

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: 7/22/19

(PLEASE PRINT)

Name: Ismene Spiliotis

Address: 1 MetroTech Center North 11th Bldg NY 11201

I represent: MHANY Management Inc.

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: 7/22/19

(PLEASE PRINT)

Name: Lisa Talma

Address: 100 Gold

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: 7/22/19

(PLEASE PRINT)

Name: Kim Darga

Address: 100 Gold

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: 7/22/19

(PLEASE PRINT)

Name: Louise Carroll

Address: 100 Gold

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: 7-22-19

(PLEASE PRINT)

Name: Beverly CUFFY

Address: 89 Lefferts Pl A31

I represent: Bklyn HDPC Coalition

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: 7-22-2019

(PLEASE PRINT)

Name: Louise Clark

Address: 73 Clifton Pl Brooklyn NY

I represent: Bklyn HDPC Coalition

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: Fermin Castro

Address: 2204 Amsterdam ave

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: 7/22/19

Name: Stephanie Sosn (PLEASE PRINT)

Address: \_\_\_\_\_

I represent: Association for Neighborhood + Housing Development (CANHO)

Address: 50 Broad Street, Suite 1402, NY, NY 10004

**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: July 22, 2019

Name: Cynthia Shepherd (PLEASE PRINT)

Address: 874 Park Place

I represent: PEOPLES COMMITTEE

Address: BILL 51688 / A5615

**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: July 22, 2019

Name: JAMES DOCKERY (PLEASE PRINT)

Address: 253 Lexington, Bklyn, ny 11216

I represent: PEOPLE'S COMM. HOC

Address: BILL 51688 / A5615

**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: 7/22/2019

(PLEASE PRINT)

Name: Brenda Stokely

Address: 116 Cambridge Pl H 4C Bklyn NY 11238

I represent: Brooklyn HDFC Coalition

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: Caroline Nagy

Address: 50 Broad St

I represent: Center for NYC Neighborhoods

Address: 50 Broad St

**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: 7/22/19

(PLEASE PRINT)

Name: Bobby Wells

Address: 1211 Washington Ave # B5M

I represent: tenant

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: 7.22.19

(PLEASE PRINT)

Name: Emily Kurtz

Address: \_\_\_\_\_

I represent: RiseBoro Community Partnership

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: Scott Lavori

Address: 25 W. 45th St New York, NY 10034

I represent: Yaffed

Address: 25 W. 45th St. New York NY 10034

**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: Siabhan Dolan

Address: 50 West 106th St

I represent: myself and as a witness for

Address: 50 W 106 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: July 22, 2019

(PLEASE PRINT)

Name: Annie Wilson Miquet

Address: 6225 Bunn, Suite 2625, New York NY 10007

I represent: myself as co-founder Tenants Assoc / HDPC

Address: 544 E 135T, New York, NY 10009

**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: 07/22/2019

(PLEASE PRINT)

Name: Jasmin Matthew

Address: 21 Schaefer street Apt. 2A, Brooklyn, NY,

11207

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: SYMONOUS HARRIS

Address: 610 East 26th Street

I represent: Peoples Committee

Address: 1516 88 ASB15

**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: 7/22/19

(PLEASE PRINT)

Name: Deputy Commissioner Jeff Shear

Address: One Centre St.

I represent: NYC DOF

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: 7/22/19

(PLEASE PRINT)

Name: Paul Saunders

Address: 1217 Dean St

I represent: Marlene Sanders

Address: 1217 Dean St

**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: 7/22/19

(PLEASE PRINT)

Name: Kasaiyah Antonio

Address: 1211 Washington Ave apt 4h

I represent: Kali Jack Antonio

Address: 1211 Washington Ave apt 4h

**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: 7/22/19

(PLEASE PRINT)

Name: Sandra Erickson

Address: 1920 Anthony Ave #1, Bronx, NY 10457

I represent: Sandra Erickson Real Estate, Inc.

Address: 'Same'

**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: ISMENE SPELIOTIS

Address: \_\_\_\_\_

I represent: MIHANY MANAGEMENT

Address: ONE METROTECH NORTH, 11 FL, BROOKLYN

**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: 07/22/19

(PLEASE PRINT)

Name: Jose Sanchez

Address: 424 Court 119 9T

I represent: HDFC

Address: 424 Court 119 9T

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: 07.22.2019

(PLEASE PRINT)  
Name: Frank Ramon Fuentes

Address: 424 E. 115<sup>th</sup> St. #2B, N.Y. N.Y. 10029

I represent: 424 E 115<sup>th</sup> St. HDPE

Address: 424 E. 115<sup>th</sup> St., N.Y., N.Y. 10029

**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: Greg Whelan

Address: \_\_\_\_\_

I represent: GI-One-Quantum

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: THEO CHIU

Address: 640 Riverside Drive

I represent: Tenant 640 PSD

Address: 640 Riverside Drive



**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: VAN WALKER

Address: 545 HAPEY 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: \_\_\_\_\_

(PLEASE PRINT)

Name: ANTHONY CUNNINGHAM

Address: 586 MACDONOUGH 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: 7/22/19

(PLEASE PRINT)

Name: Kingsley Palmer

Address: 891 EAST 40th Brooklyn, N.Y. 11216

I represent: The People's Committee

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: MC CONNELL DORCE

Address: 373 ROCKAWAY Pk.W.Y.

I represent: ~~MC~~ OWNER -

Address: MC

**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: 7/22/19

(PLEASE PRINT)

Name: Deanne & Rupert McDonald

Address: c/o 2071 Flatbush Ave ste 183

I represent: The People's Committee

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: 7/22/19

(PLEASE PRINT)

Name: KAREN WHITE GREENWOOD

Address: 1760A E48th Street

I represent: PEOPLES COMMITTEE

Address: \_\_\_\_\_

Bill 51688 / A 5615 - All Homeowners  
Please complete this card and return to the Sergeant-at-Arms

CRISIS Bill

**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: Jason Wu

Address: \_\_\_\_\_

I represent: Legal Aid Society

Address: 199 Water Street

**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: Isabel Adon

Address: 1600 Nelson Ave #5F

I represent: 1600 Nelson H DFC

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: SEAN ABBOTT

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: \_\_\_\_\_

Name: STEVE ABBOTT  
(PLEASE PRINT)

Address: \_\_\_\_\_

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 TPT

Date: July 22, 2019

Name: Sean Abbott  
(PLEASE PRINT)

Address: 517 WEST 113<sup>th</sup> ST 31

I represent: Stephen Abbott

Address: 424 East 115<sup>th</sup> St. 10029 4D

**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: 7.22.2019

Name: GLORY ANN KERSTEIN  
(PLEASE PRINT)

Address: 111 W 106 HDFC

I represent: HDFC Coalition

Address: PO Box 207 10025

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: Rebecca Major

Address: 499 W. 158th St

I represent: for myself and shareholders as board member

Address: 499 W 158th St 10032

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: Marie Matthew

Address: 34 DeKalb Avenue Bklyn, 11221

I represent: The Matthew Family

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. TPJ Hearing Res. No. \_\_\_\_\_

in favor  in opposition

Date: July 22, 2019

(PLEASE PRINT)

Name: Anthony Drummond

Address: \_\_\_\_\_

I represent: Brooklyn Borough President Eric Adams

Address: 209 Torenson Street

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: THEO CHINO

Address: 640 Riverside Drive

I represent: resident

Address: 640 Riverside Drive

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