



NEW YORK CITY HOUSING AUTHORITY

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MEMORANDUM

MOLD AND MOISTURE CONTROL PROCEDURES FOR NYCHA’S PACT PROJECTS

Revised November 2022

To: PACT Partners

From: Brad Greenburg, Chief Compliance Officer

Date: November 8, 2022

CC: Shaan Mavani, Chief Asset and Capital Management Officer, Jonathan Gouveia, Executive Vice President, Real Estate Development, David Rohde, Interim General Counsel

This document provides the most current guidance for moisture control, mold growth prevention, and remediation for NYCHA’s Permanent Affordability Commitment Together (“PACT”) properties. It is intended for consistency with NYCHA procedures and compliance with the December 20, 2021 Baez PACT Settlement, as further described below.

I. Baez v. NYCHA

Concern about indoor exposure to mold has been increasing as the public becomes more aware that exposure to mold can cause a variety of health effects and symptoms. Baez v. NYCHA (“Baez”) is a class-action lawsuit filed December 2013 against NYCHA for a failure to remediate the mold and excessive moisture (including leaks) in plaintiffs’ homes that exacerbated their respiratory illnesses. Under the Baez Consent Decree, and the HUD Agreement, NYCHA promised to abate mold and excessive moisture (including leaks). NYCHA entered into a settlement agreement with the Baez plaintiffs effective on December 20, 2021 (the “Baez PACT Settlement”) to ensure that NYCHA residents in converted PACT properties are afforded protections aligned with the intent of the original Baez Consent Decree. The procedures herein are intended to ensure compliance with the terms of the Baez PACT Settlement, attached hereto as Exhibit 1.

II. Overview

It is essential to identify and correct the underlying source of water intrusion or condensation. Water can enter an apartment through cracks and gaps in roofs, walls, and seals around windows. Moisture can also be generated inside the apartment by cooking, showers, or even clothes drying. The developers, contractors, and property managers that will assume responsibility for the properties converting to Section 8 through PACT (the “PACT Partners”) will conduct comprehensive randomized unit inspections as part of the pre-development process to identify mold and moisture.

To effectively remediate cases of, and prevent mold, the PACT Partners must outline the essential tasks that will be routinely executed to eliminate sources of moisture, effective communication strategies with residents, as well as routine maintenance methods that will help document and prevent the root causes of mold and humidity.

In all situations, the underlying cause of water accumulation (including leaks, mold and excess moisture) must be fixed, or the problem may recur. A prompt response (within 24 to 48 hours) and thorough clean-up, drying, and removal of water-damaged materials will prevent or limit mold growth. On-site staff should receive the training necessary to carry out their responsibilities concerning communicating with residents, cleaning, removing, and restoring damaged surfaces and documenting all remediation efforts. As part of the required training under OSHA's Hazard Communication Standard (29 CFR 1910.1200), workers must be informed about safe work practices for using various chemicals, including disinfectants, and personal protective equipment, which may be a part of a mold response. On-site staff should be familiar with procedures to deal with water intrusion/excessive moisture and appropriate remediation techniques for water-damaged surfaces.

III. Mold and Excessive Moisture Plan Requirements

In advance of the date of conversion to Section 8 through PACT (the "PACT Conversion"), PACT Partners must prepare and submit to NYCHA for approval 1) a Mold and Excessive Moisture Capital Plan, and 2) a Mold and Excessive Moisture Operations and Maintenance ("O&M") Plan (collectively, the "Mold and Excessive Moisture Plans"). REDD Transactions team will facilitate these deliverables. The Mold and Excessive Moisture Plans must cover the essential elements to counter/prevent mold and are further described below. NYCHA recommends that PACT Partners conduct an inspection and assessment of the property(ies) being converted and provide a report of its findings in order to draft the Mold and Excessive Moisture Plans. The NYCHA Healthy Homes Unit will assist in the review of these plans.

1. Mold and Excessive Moisture Capital Plan

Mold and Excessive Moisture Capital Plans, provided by the PACT Partner teams, should describe the capital repairs to be performed following the PACT Conversion to mitigate current and future mold and leak conditions at the property, including the following five (5) focus areas for mold and leak mitigations:

- a) Building-wide ventilation (capital plan for repair or replacement of roof fans and cleaning of local exhaust grills);
- b) Building-wide plumbing (capital plan for replacing missing and damaged piping and insulation);
- c) Building-wide structural issues (capital plan for addressing pointing/facades);
- d) Roofs and parapets (expectations for repair and replacement);
- e) Apartment specific work (windows, bathroom and kitchen fixtures and other remediation plan that may need to be completed as a result of capital repairs first taking place)

Mold and Excessive Moisture Capital Plans should incorporate applicable methods and materials included in the *NYCHA Standard Methods and Materials*, as further described below and as appended to this document. REDD’s Design and Construction team will facilitate deliverables and review.

2. *Mold and Excessive Moisture O&M Plan*

Mold and Excessive Moisture O&M Plans, provided by the PACT Partner teams, should describe the processes and procedures for addressing mold and moisture conditions (including leaks) that arise at PACT properties as part of the general maintenance program, including¹:

- A. Technical and procedural requirements for addressing mold and excessive moisture including:
 - i. Standard methods and materials for mold and excessive moisture assessment, remediation and abatement comparable to the NYCHA Mold Standard Procedures Appendix A (*See Appendix A - Standard Methods and Materials*);
 - ii. Initial inspection process to identify root causes of mold and moisture conditions and to determine steps to remediate mold and related conditions, including excessive moisture conditions;
 - iii. Quality assurance spot-check inspections by the PACT IMA within thirty (30) days of repair or closure for mold and excessive moisture related conditions;
 - iv. Assessment of mold condition by a New York State Department of Labor (“DOL”) Licensed Mold Assessor whenever there is more than 10 square feet of mold (a “Mold Project” as defined by New York City Local Law 61);
 - v. Preparation of a Mold Remediation Work Plan and notification to the NYC Department of Environmental Protection (“DEP”) for Mold Projects;
 - vi. Remediation of mold and excessive moisture related conditions at their root source; and,
 - vii. Post-Remediation Assessments completed and submitted to DEP for Mold Projects.
- B. A Resident Communication Procedure that includes:
 - i. Reaching out to tenants to schedule inspections and in-unit work within 48 hours of receiving the complaint;

¹ These requirements reflect PACT Settlement obligations. The PACT Settlement governs these requirements and control if there are any conflicts.

- ii. Language from the NYCHA Mold Busters and draft NYCHA Leak Standard Procedures for “questions to ask” related to mold and excessive moisture conditions, to help property management staff and licensed mold assessors identify root causes of conditions (See Appendix B – *Questions to Ask Residents*);
 - iii. Clear explanation to residents of inspection findings and work needed; and
 - iv. Results of quality assurance inspections.
- C. Requirement that resident mold and excessive moisture complaints be remediated within thirty (30) days after receiving the complaint and obligation to investigate and abate flooding complaints within twenty-four (24) hours of receiving the complaint, and to remove standing water within forty-eight (48) hours, unless a longer remediation and/or repair schedule is warranted based upon the procedures outlined in the Baez PACT Settlement paragraph 10a. and 10b.
- D. Other items not specified in the Baez PACT Settlement, including but not limited to:
- i. A list of sub-consultants and staff who will be assigned to addressing mold and leak conditions, including Licensed Mold Assessors, Licensed Mold Remediators, and plumber(s) or plumber providers;
 - ii. A description of the PACT Partner’s commitment to Local Law 55 Compliance Requirements, including how mold conditions will be assessed using safe work practices.

IV. PACT Conversion Steps and Milestones

The following is an outline of steps to be taken by NYCHA and the PACT Partners prior to and immediately following a PACT Conversion.

Step 1: Following conditional designation and approximately six (6) months prior to the PACT Conversion, NYCHA will provide the PACT Partners all Maximo resident complaint data requiring response to mold and leak complaints. This data will be extracted and conveyed by NYCHA’s Environmental Planning team within the Sustainability Department. This will include:

- 1) Data for all open mold and leak work order tickets (with related work order and NYCHA Customer Contact Center details). This data is generated in Tableau.
- 2) Data on closed or cancelled work order tickets in the prior six (6) months that were closed with no work done or where the inspection found the report of a leak or mold to be unfounded. This data is generated in Tableau.
- 3) Data on all roof fan assets and ventilation inspections and related repair work. This data is from NYCHA’s Maximo system;
- 4) Data from the Ombudsperson Call Center for reported resident complaints for the prior six months.

- Step 2: In the comprehensive unit inspections that PACT Partners will conduct as part of the pre-development process to identify mold, leaks and moisture, the PACT Partners will identify remediation that could be completed by NYCHA and systems remediation that are more capital in nature and will require longer timelines. This step will inform the development of plans required under Step 4.
- Step 3: PACT Partners shall participate in at least two (2) mold and leak workshops with NYCHA in advance of the transition. At the workshops, NYCHA shall provide PACT Partners with an overview of the information specified in Step 1, including open and recently closed mold and leak work orders, trends related to mold and leak conditions, information on particularly troubled apartments or buildings lines, and other information that would be helpful to the formulation of operational plans to address mold and leaks, as available. NYCHA shall also provide PACT Partners with an overview of the Baez PACT Settlement, and with best practices for addressing mold and leaks in NYCHA buildings. PACT Partners will be expected to provide details on their O&M Plan, including staffing plans, trainings, and means and methods for inspecting and remediating mold and moisture conditions after the transition. REDD will facilitate scheduling the meetings with the right parties. The meetings will be lead by REDD, the *Baez* IDA and/or Compliance.
- Step 4: PACT Partners will submit the Mold and Excessive Moisture Plans for NYCHA’s review based on the Step 1 report and Step 2 site-specific inspections approximately three (3) months prior to the projected PACT Conversion.
- Step 5: NYCHA REDD and Healthy Homes will review and comment on the submitted Mold and Excessive Moisture Plans and allow for revisions. The agreed upon plans will be binding as per the PACT Control and/or Lease Agreement.
- Step 6: Approximately ten (10) business days prior to the PACT Conversion, NYCHA Compliance will provide a shared open leak and mold work order tracker (the “NYCHA Mold and Leak Work Order Tracker”), which will identify all open mold and leak work orders by apartment. NYCHA will include all mold and leak work orders open ten (10) days prior to the transition. NYCHA will provide the PACT Partners with training and access to the NYCHA Mold and Leak Work Order Tracker.
- Step 7: Approximately ten (10) business days after the PACT Conversion PACT Partners should develop an action plan for addressing all open work orders identified in the NYCHA Mold and Leak Open Work Order Tracker (the “Mold and Leak Open Work Order Action Plan”). PACT Partners will be obligated to address all open mold and leak work orders identified on the NYCHA Mold and Leak Work Order Tracker within sixty (60) days after the PACT Conversion, unless a longer timeframe is agreed to by NYCHA in writing after approval from the Special Master in consultation with the Baez Independent Data Analyst (“IDA”), Baez PACT IMA, and Baez Ombudsperson. PACT Partners must upload information satisfactory to NYCHA into the NYCHA Mold and Leak Work Order Tracker demonstrating that the conditions giving rise to the open mold and leak work orders have been adequately addressed. Depending on circumstances, this information will consist of photographic evidence or written reports from qualified firms or individuals documenting that the conditions have been rectified (See Appendix C – *Mold and Leak Open Work Order Documentation*). NYCHA Compliance may inspect or contact residents to confirm the adequacy of the repairs in the apartment. Failure to address apartments with open mold

and leak work orders within the 60 day period of time agreed to by NYCHA may result in a finding of non-compliance and penalties or enforcement under the terms of the Control and/or Lease Agreement.

V. Accountability and Enforcement

The following is a description of the accountability and enforcement measures that have been established to help ensure PACT Partner compliance with the Mold and Excessive Moisture Plans and the Baez PACT Agreement (collectively, the “Mold and Excessive Moisture Obligations”). Such Mold and Excessive Moisture Obligations include relevant obligations under applicable local, state, or federal law.

A. Ombudsperson Call Center

All PACT residents will have the ability to file complaints with the Ombudsperson through the Ombudsperson Call Center (“OCC”). Such complaints will be routed to the PACT Partners to address, with a copy to NYCHA. PACT Partners must close out these complaints in accordance with the timeframes in the Baez PACT Agreement and in accordance with the OCC’s procedures, which will be communicated to all PACT Partners. REDD Asset Management will coordinate this with the PACT Partners. If, in accordance with the 2021 Baez PACT Agreement, the Ombudsperson issues a Directive to a PACT Partner, notwithstanding the foregoing and without waiving any other rights and remedies the parties have under law and/or under this Agreement, in the event of a disagreement concerning such directive (a “Directive Dispute”), the parties may choose to, and shall be required to upon written notice by either party, resolve the Directive Dispute through expedited mediation (which shall be held within thirty (30) days after written notice from either party, or such longer period as agreed to by the parties) with a mediator agreed to by the parties, and the parties agree to abide by applicable decisions rendered by such mediator, subject to the parties’ rights and remedies under law including, without limitation, the right to challenge such decision by the mediator in a court of law at a later date, which are expressly reserved (“Expedited Mediation”).

B. PACT Independent Mold Analyst (PACT IMA)

The PACT IMA will provide oversight for all mold and leak excessive moisture activities at PACT properties and monitor PACT Partner compliance with the Mold and Excessive Mold Obligations. Each month, the PACT IMA will conduct a statistically significant number of inspections and report on the results of such inspections (the “PACT IMA Report”). PACT IMA Reports shall be shared with Baez Plaintiffs and the Special Master as well as the relevant PACT Partners. NYCHA REDD Asset Management and Compliance will take the steps to investigate and address a PACT Partner’s alleged failure to comply with its Mold and Leak Obligations.

C. Transparency/Data Reporting and 30-Day Completion Obligations

REDD Asset Management, in conjunction with the IDA, has developed a consistent reporting framework from PACT Partners to NYCHA. NYCHA and the IDA will identify data to be included in the reporting framework and in Quarterly Reports. This data collection and reporting will continue throughout the fifteen-month “review period” following finalization of the Architect’s Certificate of Completion, as discussed in the Baez PACT Settlement.

NYCHA REDD A&M will require PACT Partners to submit monthly reports. PACT Partners shall identify in their monthly reports all unresolved mold or excessive moisture complaints that have been open for more than thirty (30) days and all flooding condition complaints open for more than forty-eight (48) hours; a brief description of the reason why the complaint has been open for more than thirty (30) days or forty-eight (48) hours for flooding conditions; and a proposed date for the complaint to be resolved (“Alternative Repair Schedule”). Such reports shall also be provided to the OCC/Ombudsperson.

NYCHA’s Compliance Department reviews the units with unresolved mold or excessive moisture complaints that exceed the benchmarks each month, including by calling residents, discussing the circumstances of a particular unit with the developer, requesting documentation and updates and physical inspections. Based on that review, the Compliance Department will determine whether it must issue a Notice of Non-Compliance based on an objection to an Alternative Repair Schedule, and reports the same to the OCC and the Ombudsperson.

If NYCHA Compliance or the OCC/Ombudsperson determines that an Alternative Repair Schedule is not warranted and/or not reasonable based on the facts and circumstances provided by the PACT Partner, NYCHA or the OCC/Ombudsperson may then further initiate the process set forth in Exhibit A of the PACT Baez Settlement.

NYCHA REDD A&M and Compliance will organize a meeting with PACT Partners and the Baez Plaintiffs on an annual basis to discuss Baez PACT Settlement compliance and mold and leak operation and maintenance issues. The PACT Partners shall also meet with the Special Master, IDA, PACT IMA, OCC, and Ombudsperson as reasonably requested by those entities.

Notwithstanding the foregoing, NYCHA shall have a right to observe all moisture control activities and, upon request, review all project documentation. NYCHA shall notify the PACT Partners in writing of any inconsistencies with the goals of the Baez PACT Settlement, and any applicable legal requirements to control moisture and mold, and shall specify a period in which the PACT Partners must correct such deficiencies, or provide adequate documentation, to the satisfaction of NYCHA, of compliance with the requirements of this paragraph and all applicable legal requirements.

APPENDIX A - STANDARD METHODS AND MATERIALS

The following is a description of standard methods and materials for mold and moisture assessment, remediation and abatement comparable to the NYCHA Mold Standard Procedures Appendix A.

A. DEFINITIONS

CFM Measurement: Cubic feet per minute (“CFM”) is the unit of measure for air flow measurements.

Mold: Mold is a fungus that grows on, and sometimes in, damp surfaces and objects. Live spores act like seeds, forming new mold growth (colonies) when they find the right conditions. Mold is most likely to grow where there is water or excessive moisture such as in bathrooms. Mold at NYCHA is measured by the square footage identified in each room. The term “mildew” is sometimes used to refer to some kinds of mold.

Mold Resistant Paint: Mold resistant paint contains a chemical fungicide that discourages the growth of mold on surfaces. There must be no mold present when the paint is applied.

Mold Resistant Sheetrock: Mold resistant sheetrock is paperless sheetrock with a fiberglass face that is designed to discourage the growth of mold.

Significant Mold: Mold growth on a surface, component, or a given area where there is more than 10 square feet of mold.

Wet Measurement: A structure is considered wet when the moisture meter measurement is equal to or greater than 599 (on a scale of 0 to 999). A moisture meter is an instrument used to measure the subsurface moisture content of a given structure (e.g. walls, ceilings, floors, and components such as kitchen and bathroom cabinets).

B. REMEDIATION METHODS

1. Ceiling: Painted Concrete (Leak or Condensation; All Rooms)

- a. HEPA-vacuum and clean with a detergent solution surfaces displaying water damage, mold growth, and/or that measure wet.
- b. Wet-scrape or wire-brush any loose paint.
Repaint with mold standard paint. In bathrooms and kitchens repaint with mold resistant paint.

2. Ceiling: Sheetrock with Steel Framing (Leak; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is

present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.

- b. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- c. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

3. Ceiling: Sheetrock with Wood Framing (Leak; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

4. Ceiling Sheetrock with Steel Framing (Condensation; Bathroom or Kitchen)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. Replace with mold resistant sheetrock.
- c. Repaint with mold resistant paint.

5. Ceiling: Sheetrock with Steel Framing (Condensation; Other Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the

sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.

- b. Replace sheetrock.
- c. Repaint with standard paint.

6. Ceiling: Sheetrock with Wood Framing (Condensation; Bathroom or Kitchen)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace with mold resistant sheetrock.
- f. Repaint with mold resistant paint.

7. Walls: Painted Plaster (Leak or Condensation; All Rooms)

- a. HEPA-vacuum and clean with a detergent solution surfaces displaying water damage, mold growth, and/or that measure wet.
- b. Wet-scrape to remove the affected paint and top-coated plaster or skim-coating to which the paint is adhered. Continue wet-scraping to a point of at least 12 inches beyond any visible water damage, mold growth, and/or areas that measure wet.
- c. Repaint with mold resistant paint.

8. Walls: Sheetrock with Steel Framing (Leak or Condensation; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet.

- b. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- c. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

9. Walls: Sheetrock with Wood Framing (Leak or Condensation; All Rooms)

- a. Remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. Continue removal to a point of at least 6 inches beyond any visible water damage or mold growth on the front or back sides of the sheetrock and/or areas that measure wet or to the next available framing member. If mold growth is observed on the exposed adjacent wall, remove and dispose of sheetrock displaying visible water damage, mold growth, and/or that measure wet. In areas where significant water damage, mold growth, or moisture is present on sheetrock, use a HEPA-vacuum at the point of dust generation during the sheetrock removal work.
- b. HEPA-vacuum and clean with a soap or detergent solution any wood framing components displaying water damage and/or minor levels of mold growth.
- c. Paint any wood framing components displaying water damage and/or minor levels of mold growth conditions with mold resistant paint.
- d. Remove and replace wood framing displaying Significant Mold growth, if feasible. At minimum, the area must be cleaned and evaluated by a licensed mold assessor to ensure the area has been adequately addressed prior to proceeding to steps e and f.
- e. Replace sheetrock. In bathrooms and kitchens replace with mold resistant sheetrock.
- f. Repaint with standard paint. In bathrooms and kitchens repaint with mold resistant paint.

10. Floors: Finished Wood Floors (Leak or Condensation; All Rooms)

- a. Remove and dispose of finished wood floorboards displaying significant water damage (buckling) and/or that measure wet. Continue removal to a point of at least 12 inches beyond any visible mold growth on the top and/or bottom sides of finished wood floorboards, plywood sub-flooring, and/or sleepers or to the perimeter of the room.
- b. If wet, water-damage, and/or mold growth conditions reach the perimeter of a room, evaluate flooring in the adjacent room to determine if additional removal work is necessary.
- c. Replace flooring.

11. Floors: Ceramic Floors (Leak or Condensation; All Rooms)

- a. Clean surfaces thoroughly using a low-toxicity household cleaner with slightly abrasive properties.

12. Floors: Vinyl Floor Tiles (Leak or Condensation; All Rooms)

- a. Remove and dispose of water-damaged vinyl floor tiles or tiles measuring wet.
- b. HEPA-vacuum underlying concrete slab and clean using a detergent solution.
- c. Replace floor tiles.

- 13. Kitchen Cabinetry and Bathroom Vanities (Significant Mold)**
 - a. Remove and dispose of cabinetry.
 - b. Replace cabinetry.

- 14. Bathtub and Shower Grout or Caulking**
 - a. Where grout or caulking displays heavy and widespread levels of mold growth, dig out existing grout or caulking and replace with an approved mold resistant product.
 - b. Provide resident with written guidance about preventing mold growth in their apartment.

- 15. Minor Mold Growth (On Painted Surfaces, Shower Grout, Cabinets, etc.)**

Clean surfaces thoroughly using a low-toxicity household cleaner with slightly abrasive properties.

- 16. All: Measuring Adequate Airflow**

As part of the evaluation of the mold condition, evaluate all sources of ventilation in the affected area to ensure adequate air flow. Ensure that windows are operating properly, and that vent fans are clean of debris that would obstruct air flow, and that roof fans are functioning properly. Air flow from vent fans should be measured to ensure an airflow of at least 25 CFMs. If sources of ventilation are not functioning properly, they must be repaired as part of the remediation plan.

- 17. All: Emergency Flooding Conditions**

Emergency flooding conditions should be addressed within 24 hours of notification of the condition. Any associated mold and leak conditions can be further addressed as required in a timely manner.

APPENDIX B – QUESTIONS TO ASK RESIDENTS

The following is language from the NYCHA Mold Busters and draft NYCHA Leak Standard Procedures for “questions to ask” related to mold and moisture conditions, to help property management staff and licensed mold assessors identify root causes of conditions.

The PACT Partner inspector or inspection team should interview the resident about any history of leak or moisture conditions in the apartment and input the information into the property management system. At a minimum, the inspector or inspection team must obtain the following information:

1. Frequency of the condition.
2. Whether the condition is associated with any activity (e.g., rainfall, bathroom use, neighbor taking shower, neighbor running washing machine, and others).
3. Nature of the leak, including color of water, odor of the water, and other distinctive characteristics.

APPENDIX C – MOLD AND LEAK OPEN WORK ORDER DOCUMENTATION

A set of mold and leak work orders provided by NYCHA to the PACT Partner at closing must be resolved within sixty (60) days of closing, excepting those that require capital repairs as described in the Mold and Moisture Procedures for NYCHA PACT Projects document. To confirm that these issues have been resolved, NYCHA must receive documentation that proves that the mold and leak issues have been properly resolved. For some work orders, proof of lead renovator certifications for contractors and/or employees performing work may be required if the work involves disturbing lead paint. The scenarios listed below require different types of documentation based on the circumstances of the repair work needed:

A. Work Orders Requiring Remediation and/or Repair

1. Leak: Any work order involving an active leak and/or a leak from above condition in any room of the house. If the investigation of a leak results in discovery of a mold condition, then the documents for a Leak and Mold condition are required to resolve the issue.
2. Mold: Any work order involving a mold condition in any room of the house.
3. Leak and Mold: Any work order involving an active leak and/or a leak from above condition in any room of the house that coincides with a mold condition, whether it is identified prior to conversion or during the moisture intrusion investigation.

B. Work Order Close-Out – Required Documentation

All Work (Mold and Leak)

1. Photos of Mold and/or Leak Condition Prior to Work: Photos by the PACT Partner, NYCHA, or the mold assessor are acceptable.
2. Photos of Condition After Work: Photos by the PACT Partner, NYCHA, the mold assessor, and/or the contractor performing repairs are acceptable.
3. Proof of Repair: Includes any one (1) or more of the following as proof that repair work was done to resolve the condition:
 - Copy of PACT Partner Work Order: Should indicate the root cause and any work performed by PACT Partner’s staff to remediate the issue.
 - Copy of Invoice(s) from Contractor or Staff Doing Repairs: should clearly show the location of the repairs and indicate what work was required (root cause investigation, plumbing, sheetrock, plastering, painting, etc.)
4. Proof of Lead Renovation, Repair, and Paint (“RRP”) Certifications: If applicable– proof of lead renovator certifications for contractor and/or employees performing work may be required if the work involves disturbing lead paint.

Mold Projects -

1. Moisture Intrusion Investigation and Assessment: For Mold Busters or Pre-Mold Busters (“Mold Projects”), NYCHA requires an investigation, performed by a Licensed Mold Assessor, to determine if there are moist building materials and/or potentially elevated concentrations of microbial growth. If more than 10 square feet of mold is found, the project remains designated as a Mold Project.

2. *Mold Remediation Work Plan and Evidence of Notification to the NYC Department of Environmental Protection (“DEP”): For Mold Projects where more than 10 square feet of mold is founded, a plan for mold remediation and notification to DEP of the project.
3. *Post-Remediation Assessment: Investigation performed by a certified firm to determine if mold remediation was successful, as required for Mold Projects.

C. Special Circumstances – Required Documentation

1. **Resident Not Home** - Documentation of at least three access attempts: Documentation indicating the dates, times, and methods of attempting to schedule access to the apartment. The documentation should also show what stage of the process that the resident became inaccessible. For example, if the resident is unreachable to provide access to the apartment for a PRV, then all the documentation prior to the PRV (i.e. photos prior to work, moisture intrusion investigation document, proof of remediation, and photos after work was completed) would need to be submitted to resolve the work order.

NOTE: If the resident is unreachable to take photos of the initial leak and/or mold condition and no work can continue, a certified letter must be sent to the resident, with proof of the mailing included.

2. **Resident Refuses Work** - Signed statement from the resident: A document signed and dated by the resident that confirms work is being refused at any stage of the process. For example, if the initial moisture intrusion investigation is refused, the letter should indicate that this step was refused, and no further documentation would be expected. If a PRV is refused, then all the documentation prior to the PRV (i.e. photos prior to work, moisture intrusion investigation document, proof of remediation, and photos after work was completed) would need to be submitted to resolve the work order.
3. **Capital Work** – If a work order fits into the *Baez* definition of a capital improvement, a letter on the PACT Partner’s letterhead describing the scope of work showing that the capital work (e.g. the roof or façade work, other system replacement) will be completed during the construction period and a schedule for the work to be completed by building.

NYCHA’s Compliance Department may also conduct physical inspections or call residents under certain circumstances to confirm work was done to the satisfaction of the resident as part of a quality assurance process.