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**The Handbook’s Purpose**

The Broome County Land Bank Corporation’s (“BCLBC”) Vacant Rental Program (“VRP”) is intended to support repairs and rehabilitation of vacant rental units and other vacant eligible spaces to increase the supply of apartments for low- and moderate-income (“LMI”) renters throughout Broome County. The program aims to directly assist responsible owners of small rental properties to bring vacant units and spaces back into productive use to create safe, quality, and income-qualified long-term rental units. The BCLBC was awarded over $1 million by the Housing Trust Fund Corporation’s (“HTFC”) Office of Community Renewal (“OCR”) to fund up to 20 units through 2026.

This handbook is provided as a guide to understanding the BCLBC’s VRP Program. It is intended to assist interested program participants (i.e., responsible, local landlords) in preparing for the expectations and requirements of the program, but not a definitive representation of all program policies and does not supersede contract provisions.

**Vacant Rental Program**

The BCLBC has received VRP funding from New York State to directly assist small “mom-and-pop” style responsible landlords with small grants to support repairs and improvements to vacant and uninhabitable and/or unmarketable rental units and spaces. The intent of the grants is to bring vacant units back into productive use and make them available to LMI renters in Broome County. Eligible units must be vacant. An existing tenant may not be temporarily or permanently displaced for the purposes of making a unit eligible for program funds. In order to be considered eligible to participate in the program, the property owner must meet the minimum criteria found on page five (5) of this Handbook, “Qualifying for the Program.”

The BCLBC is seeking to fund the following rehabilitation activities in vacant units but is not limited to:

* Necessary updates to electrical, plumbing and HVAC systems for code compliance;
* Repairs and improvements to kitchens and bathrooms to address health and safety concerns; and
* Required testing and any associated abatement and/or encapsulation of lead-based paint and/or asbestos.

The BCLBC will consider additional requests from property owners to increase the energy efficiency of their vacant units so long as the request is accompanied by a request for funding for the aforementioned rehabilitation activities that address their uninhabitable and/or unmarketable challenges. Energy efficiency upgrades may be considered as additional insulation, window replacements, installation of LED light fixtures, etc. Repairs completed prior to selection and award are not eligible for reimbursement.

There are Conflict of Interest policies and procedures each interested property owner should be aware of. Specific conflicts of interest scenarios include:

* A contractor cannot receive VRP funds for work completed on a property that they own.
* The property owner, or an immediate family member, cannot serve as the contractor for the scope of work.

The BCLBC will offer two award options:

* Standard Award: up to $50,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 80% Area Median Income (“AMI”) at a rate affordable to the 80% AMI level.
* Enhanced Award: up to $75,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 60% AMI at a rate affordable to the 60% AMI level.

As part of the selection process, consideration of submitted applications will be prioritized for award based on the order in which they are received and further prioritization criteria as outlined on page 6. The BCLBC will time stamp applications as they are received and consider those that meet the prioritization criteria every other monthly BCLBC Board meeting. In cases where incomplete applications are submitted or the BCLBC identifies a need to request additional information or documentation from a property owner, the BCLBC reserves the right to delay consideration of an award and instead advance completed applications. The BCLBC will advise applicants in writing of the status of an application within 30 days of a completed application and determination of eligibility.

Applications deemed ineligible at any point will be denied. Please be advised that some applications will not be selected for award, including but not limited to units with evidence of major pest issues or environmental issues that are deemed outside of the scope of the program, units with excessive debris or violations that cannot be cleared up by program funding, and units that have evidence of hoarding. Further, the BCLBC’s VRP program is intended to cover the full cost of improvements and repairs up to the maximum award of $75,000 (Enhanced) per eligible unit necessary to produce a finished residential unit(s) ready for occupancy following completion of the agreed upon scope of work. If the BCLBC, in consultation with their professional consultants, determine the units requested for assistance will require more investment than what VRP allows or the project is over budget per quotes received, the property owner may choose to contribute out-of-pocket funds, or the project may be rejected if full funding sources are not identified and secured. The BCLBC is seeking to fund applications that will result in an occupiable unit within a reasonable amount of time following completion of the project scope of work for the purposes of returning vacant units to productive use as quickly as possible as well as providing rental housing opportunities to income-qualified tenants in Broome County.

**Qualifying for the Program**

To be considered eligible for VRP program funding, property owners must meet the following minimum eligibility criteria:

1. The property owner owns a Small Portfolio of real estate. The term “Small Portfolio” means eligible participants do not own or control a portfolio of properties exceeding a combined total of twenty (20) residential units. Eligible participants also do not have a substantial non-residential real estate portfolio which is defined as owning or controlling less than five (5) non-residential tax parcels and less than five (5) commercial units total.
2. The property owner must be the legal owner of one of the following[[1]](#footnote-1):
	1. 1- to 5-unit residential property
	2. Eligible vacant property that will be converted to a 1- to 5-unit residential property
	3. Mixed-use building with 5 or fewer residential units
3. The property owner must be:
	1. Private individual(s)
	2. Certain Business Entities (e.g., LLCs)
	3. Not-for-Profit Organizations
	4. Public or Quasi-Public Entities
4. The units submitted for funding must be vacant and uninhabitable and/or unmarketable.
	1. The term “Vacant” means unoccupied or not legally rented at the time grant funds are committed because the unit is in uninhabitable and/or unmarketable condition as determined by the BCLBC. An existing tenant may not be temporarily or permanently displaced for the purposes of making a unit eligible for program funds.
	2. For the purposes of defining vacancy, the term “Uninhabitable” means the unit does not meet minimum criteria as a safe and legally occupiable housing unit. If the unit is not fully code compliant for residential use, it is by definition uninhabitable. Examples included but are not limited to:
		1. Water leak and presence of mold
		2. Lack of plumbing, bathroom and kitchen facilities
		3. Lack of adequate heat
		4. Unsafe structural condition(s)
		5. Does not meet code for fire suppression system and/or access/egress
	3. The term “Unmarketable” means that the unit may be legally occupiable but does not meet what would be reasonable considered acceptable conditions for decent and quality housing as determined by the BCLBC. Examples include but are not limited to:
		1. Extensive peeling paint
		2. Old/stained carpets
		3. Damaged walls and ceilings
		4. Inadequate kitchen and bathroom facilities
		5. Poor lighting and/or ventilation
5. The property owner must be considered a “Responsible Owner.” Property owners must be current on taxes, utilities and mortgage payments for the property they are applying for at the time of application. Further, to be considered a “Responsible Owner,” the property owner must attest that they do not have a substantial history of the following in the past 3 years for the property they are applying for:
	1. Outstanding federal, state, or local liens
	2. Delinquencies on any local, County and school tax bills
	3. Delinquencies on any municipal utility bills
	4. Delinquencies on any mortgage payments

For the purposes of the BCLBC’s VRP program, the term “substantial history” means no more than six (6) delinquent utility and/or mortgage payments and no more than two (2) delinquent tax bills during the past 3 years.

To be considered a “Responsible Owner,” the property owner must also attest that they have no history of the following in the past 3 years for all properties in their real estate portfolio:

1. Bankruptcy or foreclosure
2. Investigation by the Department of Health, EPA, HUD, state agency or local government for law or regulation violation including Fair Housing regulations

Further, the property owner must be compliant with any previous federal, state or local loan/grant programs and maintain current comprehensive property insurance policies for the property they are applying for. Property owners should be aware that the BCLBC will verify history of bankruptcy/ foreclosure and liens with Broome County’s Real Property Tax Service (“RPTS”) as well as the Broome County Clerk’s Office. As for Fair Housing violations, the BCBLC will consult with the respective Fair Housing Officers at the County and municipal level.

1. Properties requested for assistance must comply with the funding source’s environmental regulations including but not limited to:
	1. Substantial improvement in a flood zone
	2. Work on a building determined by the State Historic Preservation Office (“SHPO”) to have historic or cultural significance
	3. Proposed reuse, occupancy plan, or a change in actual building use as it relates to local zoning code
	4. Projects in, or adjacent to, Agricultural Districts
2. Requests for assistance must fall into one or more of the following categories:
	1. “Health and Safety Improvements” such as improvements to kitchens and bathrooms.
	2. “Correction of Code Violations” such as updates to electrical, plumbing and HVAC systems or other as substantiated by copies of code violations issued by the respective municipality.
	3. “Access and Egress Improvements” such as removal and replacement of exterior doors and windows to meet current residential code.
	4. “Environmental Remediation” such as testing and removal and/or encapsulation of asbestos containing materials and lead-based paint. Radon testing and installation of mitigation systems will be eligible. Please note that the BCLBC’s VRP program will likely require all of the aforementioned testing and mitigation activities as part of the receipt of NYS funding.

The BCLBC will prioritize requests for assistance that fall into the aforementioned categories. However, the BCLBC will consider other improvements:

* 1. “Other Improvements” such as energy efficiency upgrades that include additional insulation, window replacements, installation of LED light fixtures, etc.

The BCLBC will prioritize funding requests from property owners that further meet the criteria listed below which have priority in the following order:

1. The property owner lives locally.
	1. Their Principal Residence for the year immediately preceding the date of the application was in Broome County or an adjoining county consistent with BCLBC policies. The term “Principal Residence” means the property that the applicant uses as his or her primary residence. If the applicant uses more than one property as his or her residence, the applicant’s Principal Residence is the property in which the applicant lives for the majority of the time during the year and not less than half of the year.
2. The property owner is a private individual or Certain Business Entity (e.g., LLCs) that owns an eligible property that is generating property and school tax revenue consistent with the BCLBC’s goal to return properties to the tax rolls.
3. The property owner is requesting assistance for an eligible single, two-, or three-family residential property.
4. The interested applicant is requesting assistance for eligible properties located in the City of Binghamton and/or Town of Union including the Villages of Johnson City and Endicott.

The BCLBC Board of Directors reserves the right to consider awards to property owners that meet a majority (i.e., 3 of the 4) of the aforementioned prioritization criteria out-of-order if they believe an award serves the best interests of the BCLBC and Broome County community.

**Program Obligations**

Property owners that are awarded will be required to enter into a Participant Agreement (see attached example) with the BCLBC that specifies the approved maximum award amount and outlines roles and responsibilities for the respective parties. The Participant Agreement will include the following program obligations as it relates to construction but is not limited to:

1. The BCLBC’s staff and contracted Construction Manager (“CM”) will meet with the property owner to develop a written scope of work. Both the BCLBC and property owner must approve and sign-off on the formal scope of work before the BCLBC may begin to seek quotes for the work.
2. The property owner will be provided with a list of pre-qualified contractors of all trades to choose from to submit quotes for the developed scope of work. The BCLBC’s policy as it relates to VRP is that the property owner must choose at least 3 contractors to submit quotes, including at least one or more certified Minority or Women-Owned Business Enterprises (“M/WBE”) and at least one or more Service-Disabled Veteran-Owned Businesses (“SDVOB”) if these contractors have been pre-qualified and are on the list. If the property owner elects to forego choosing contractors, the BCLBC will select at least 3 contractors at random that include M/WBE and SDVOB contractors. Please note that the BCLBC’s VRP program allows property owners to select a contractor that is not the lowest quoted responsible contractor but the BCLBC will only reimburse the property owner up to the amount of the lowest quote.
3. The BCLBC’s VRP funding may require pre-renovation Lead-Based Paint (“LBP”), asbestos and radon testing in compliance with NYS Office of Community Renewal standard grant regulations. Prior to any improvements or repairs are made in the assisted units, the property owner must agree to allow the BCLBC to undertake a LBP risk assessment and pre-renovation asbestos survey on their behalf. Any Asbestos Containing Materials (“ACM”) that will be disturbed as part of the scope of work will be handled and disposed of according to NYS Department of Labor requirements at 12 NYCRR Part 56 and local regulations prior to a contractor selected to complete the developed scope of work. As it relates to LBP, the selected contractor will need to follow LBP safe work practices if LBP is identified in the assisted units. Please note that by law, the results of the risk assessment must be disclosed to all future purchasers and tenants. As it relates to radon, if elevated levels are found, a radon mitigation system will be included in the scope of work in accordance with EPA Radon Mitigation Standards.
4. The property owner must consent to site inspections by BCLBC staff and consultants as well as respective municipal building and code enforcement officials. The BCLBC or their representatives reserve the right to inspect at reasonable times upon reasonable notice to confirm eligibility of work, monitor progress, and inspect quality of work. The BCLBC anticipates that their CM will be on site on a regular basis.
5. The BCLBC reserves the right to terminate a contract or withhold payment to the selected contractor if work is not completed as agreed, change orders are implemented without BCLBC and property owner approval, ineligible scope of work items are included on submitted invoices, for failing to satisfy contract terms, or for violating program rules.

The Participant Agreement will include the following program obligations as it relates to renting the assisted units post-construction but is not limited to:

1. Depending on whether the applicant is selected for a Standard (up to $50,000 per eligible unit) or Enhanced award (up to $75,000), the property owner must rent to tenants with household income up to 80% or 60% AMI at a rate affordable to the 80% or 60% AMI level, respectively. It is the property owner’s responsibility to identify and select income-eligible tenants. The BCLBC expects that property owners identify eligible tenants within 30 days of construction completion with a lease executed within 7 days of qualification. If the property owner is unable to identify an eligible tenant within the aforementioned timeframe, the BCLBC reserves the right to request documentation to demonstrate good faith efforts undertaken by the property owner to identify an eligible tenant. The BCLBC is willing to assist the property owner in identifying eligible tenants.
2. The property owner must provide minimum 1-year leases. Following the first 1-year lease, property owners and tenants may enter into a month-by-month; however, the tenant is the only party that would be authorized to cancel the lease with required notice except for instances of lease term noncompliance.
3. The property owner must comply with the following adjusted gross income limits for the size of the tenant household. Tenant household income[[2]](#footnote-2) must be verified at the time a lease is executed. At this time tenant household income must not exceed:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **AWARD** | **FY2024** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| StandardUp to $50,000 | Income(80% AMI) | $49,680 | $56,800 | $63,840 | $70,960 | $76,640 | $82,320 | $88,000 | $93,680 |
| EnhancedUp to $75,000 | Income(60% AMI) | $37,260 | $42,600 | $47,880 | $53,220 | $57,480 | $61,740 | $66,000 | $70,260 |

Note: If a tenant becomes ineligible during their lease, they may continue to occupy the assisted unit. The property owner may also elect to renew their lease even if they are no longer income eligible.

1. The property owner must comply with the following rent limits commensurate with the award. Rent limits[[3]](#footnote-3) must not exceed:

|  |  |  |  |
| --- | --- | --- | --- |
| **FY2024** | **BEDROOM SIZE** | **80% AMI****(STANDARD)** | **60% AMI****(ENHANCED)** |
| 1 | $1,331 | $998 |
| 2 | $1,596 | $1,197 |
| 3 | $1,845 | $1,383 |
| 4 | $2,058 | $1,543 |
| 5 | $2,271 | $1,703 |

Note: If a tenant pays the utility costs for their respective unit, a “Utility Allowance” must be applied in the rent limit calculation. Please see attached Utility Allowance Schedule to be used for the VRP program.

**\*The funding source and BCLBC have used the Novogradac Rent & Income Calculation found at** [**https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator**](https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator) **to determine income and rent limits for the VRP program.**

1. The property owner must comply with the following occupancy standards for tenant family size in an effort to avoid overcrowding. The Binghamton Housing Authority’s (“BHA”) occupancy standards for family size will be used:

|  |  |
| --- | --- |
| **BEDROOM SIZE** | **MAXIMUM NUMBER OF PERSONS** |
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |

1. Tenant’s annual income for determining eligibility is calculated based on IRS Form 1040 Adjusted Gross Income method. This includes:
2. All wages, salaries, and tips.
3. Taxable interest and dividend income.
4. Taxable amount of IRA distributions.
5. Taxable amount of pensions and annuities.
6. Taxable amount of social security benefits.
7. Capital gain or loss.
8. Other income from Schedule 1, line9 of IRS Form 1040.
9. Income calculations shall not include any adjustments to income from Schedule 1, line 22 of IRS Form 1040.
10. The BCLBC will utilize partner organization, The SEPP Group (“SEPP”), to conduct an income verification and affordability analysis of any tenants identified by property owners. SEPP will work with the tenants to verify that their income does not exceed 80% or 60% AMI depending on the award. SEPP will also issue a formal recommendation for a maximum rent that ought to be set that the BCLBC will share with the property owner. Maximum rent, that is, that does not cause a housing cost burden for the tenant selected by the property owner. The property owner is not required to follow the BCLBC and SEPP’s recommendation. However, they must follow the rent limits listed above in part 4.
11. The BCLBC will place a restrictive rental covenant (Declaration of Interest in Property) on the property for a 10-year period that covers the assisted units (see attached example). The covenant will follow the property through future transfers and sales. The purpose of the covenant is to restrict the occupancy of the assisted units to income qualified tenants for the regulatory period.
12. Property owners must secure written permission from the BCLBC to transfer or sell their property during the regulatory period. If permission is granted, the property owner must disclose all program obligations to prospective purchasers. The new owner must assume all program obligations. In the event that the property is transferred or sold and the new owner does not assume all program obligations, the original assisted property owner will be required to repay the full grant amount to the BCLBC.
13. The BCLBC will utilize partner organization, Metro Interfaith Housing Management Corporation (“Metro”), to manage property owner program compliance throughout the regulatory period. Metro will conduct annual recertifications on behalf of the BCLBC that require:
	1. Confirming that the property owner is charging rents at or below the maximum allowed limit;
	2. Any new tenants have had their household income verified for eligibility; and
	3. The property insurance policies have not lapsed.

The BCLBC reserves the right to request further documentation to confirm program compliance as well as conduct periodic site inspections throughout the regulatory period. The BCLBC recommends that the property owner include language to this effect in their respective lease agreements with income eligible tenants.

1. Property owners will need to execute to a photograph release as part of the Participant Agreement.

The BCLBC has included the following examples to provide further guidance to property owners seeking assistance. Please note that these are simply hypothetical scenarios and do not take into consideration all contributing factors including tenant paid utilities.

EXAMPLE #1 – the property owner is opting for a Standard Award of an amount not to exceed $50,000 for their two-family property, both units are vacant and uninhabitable. Unit #1 is a 2 bedroom and Unit #2 is a 3 bedroom. The total award amount will not exceed $100,000. Nearing the completion of construction, the property owner identifies two sets of tenants – for Unit #1, a 3-person household and for Unit #2, also a 3-person household. Working with SEPP, the BCLBC determines that Unit #1 tenant household income is $50,000; therefore, a recommendation is made to the property owner to set a rental rate of no more than $1,500 per month. Consistent with part 4 above, the property owner is permitted to charge $1,596 per month. As for Unit #2 tenant household income is $60,000; therefore, a recommendation is made to set a rental rate of no more than $1,800 per month. Consistent with part 4 above, the property owner is permitted to charge $1,845 per month.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **UNIT #1** | **REQUIREMENT** |  | **UNIT #2** | **REQUIREMENT** |
| $50,000 Award | 80% AMI  |  | $50,000 Award | 80% AMI  |
| 2 Bedroom | No more than 4 persons |  | 3 Bedroom | No more than 6 persons |
| 3-Person Household Identified | Household Income Cannot Exceed $63,840 |  | 3-Person Household Identified | Household Income Cannot Exceed $63,840 |
| $50,000 Household Income |  |  | $60,000 Household Income |  |
| Rental Rate of $1,500 Recommended | Rental Rate of $1,596 Allowed |  | Rental Rate of $1,800 Recommended | Rental Rate of $1,845 Allowed |

EXAMPLE #2 – the property owner is opting for a combination of Standard and Enhanced Awards of an amount not to exceed $50,000 and $75,000, respectively, for their three-family property, all units are vacant and uninhabitable. Unit #1 is a 2 bedroom, Unit #2 is a 2 bedroom and Unit #3 is a 3 bedroom. The property owner requested the Standard Award for Units #1 and #2 and the Enhanced Award for #3. The total award amount will not exceed $175,000. Nearing the completion of construction, the property owner identified three sets of tenants – for Unit #1, a 2-person household, for Unit #2, a 3-person household, and for Unit #3, a 5-person household. Working with SEPP, the BCLBC determines that Unit #1 tenant household income is $45,000; therefore, a recommendation is made to the property owner to set a rental rate of no more than $1,350 per month. Per program regulations, the property owner is permitted to charge $1,596 per month. As for Unit #2 tenant household income is $55,000; therefore, a recommendation is made to set a rental rate of no more than $1,650 per month. The property owner is permitted to charge $1,845 per month. As for Unit #3 tenant household income is $50,000; a recommendation is not issued by the BCLBC since Unit #3 is restricted to $1,383 consistent with part 4 above and, hypothetically, the household is able to afford $1,500 per month.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **UNIT #1** | **REQUIREMENT** |  | **UNIT #2** | **REQUIREMENT** |  | **UNIT #3** | **REQUIREMENT** |
| $50,000 Award | 80% AMI  |  | $50,000 Award | 80% AMI  |  | $75,000 Award | 60% AMI  |
| 2 Bedroom | No more than 4 persons |  | 2 Bedroom | No more than 4 persons |  | 3 Bedroom | No more than 6 persons |
| 2-Person Household Identified | Household Income Cannot Exceed $56,800 |  | 3-Person Household Identified | Household Income Cannot Exceed $63,840 |  | 5-Person Household Identified | Household Income Cannot Exceed $57,480 |
| $45,000 Household Income |  |  | $55,000 Household Income |  |  | $50,000 Household Income |  |
| Rental Rate of $1,350 Recommended | Rental Rate of $1,596 Allowed |  | Rental Rate of $1,650 Recommended | Rental Rate of $1,845 Allowed |  | No Recommendation Issued | Rental Rate of $1,383 Allowed |

The BCLBC will complete a hypothetical “Rent Limit Worksheet” provided by the funding source for the property owner before VRP funds are committed. Property owners are welcome to visit HCR’s website and download the rent limit worksheet at <https://hcr.ny.gov/vrp>

**Qualified Responsible Owner Selection Criteria & Process**

 **Is your application complete with all required and applicable attachments?**

The BCLBC’s VRP program requires complete applications in order to be advanced for review by staff. The BCLBC reserves the right to delay consideration of an award and instead advance completed applications.

Yes No

**Are you an eligible property owner?**

All applicants must meet criteria 1-3 listed on page 5 of the handbook in order to be considered an eligible property owner.

Yes No

**Are the units you are requesting assistance for vacant and uninhabitable and/or unmarketable?**

All units requested for assistance must meet criteria 4 listed on page 5 of the handbook in order to be considered eligible.

Yes No

**Are you a “Responsible” property owner?**

All applicants must be considered by BCLBC staff as “responsible.” Responsible property owners are considered to not have a substantial history of bankruptcy or foreclosure, delinquent tax, utility or mortgage payments, etc.

Yes No

**Do you meet all or at least 3 out of the 4 prioritization criteria?**

Applications that meet all minimum criteria listed on pages 5 and 6 of the handbook but do not meet the prioritization criteria on page 7 will be delayed for consideration of an award and may be rejected if all funds are allocated to applications that meet the prioritization criteria.

Yes No

Application is advanced for Board of Directors consideration

If your application is rejected by the BCLBC, the staff may refer you to other assistance and funding programs offered by similar local service providers.

**Required Documentation**

The following documents must be submitted with an application for assistance:

1. A list of all residential and non-residential real estate owned (or have interest in) by the applicant in Broome County and any adjoining County.
2. A copy of the recorded deed to the property with legal description attached (Schedule A) proving legal ownership.
3. Documentation for applicant eligibility:
	1. Private individual(s) – copy of respective IDs
	2. Certain Business Entities (e.g., LLCs) – list all owner names, percentage of ownership, copies of respective IDs and a copy of the operating agreement
	3. Not-for-Profit Organizations – Certificate of Incorporation
	4. Public or Quasi-Public Entities – Certificate of Incorporation
4. The units submitted for assistance must be vacant and uninhabitable and/or unmarketable.
	1. Vacancy – copies of the past 6 months of utility bills – either NYSEG or, preferably, municipal water/sewer – that reflect little to no usage. Property owners are also required to submit a signed attestation on page 16 stating that the unit(s) is vacant and that an existing tenant was not temporarily or permanently displaced for the purposes of making a unit eligible for program funds.
	2. Uninhabitable – copies of municipal code violations and/or photos depicting the current state of the unit(s).
	3. Unmarketable – if the unit is habitable but unmarketable, please provide a written opinion from a real estate professional that the unit does not meet acceptable conditions for decent and quality housing and the reasons why.
5. A signed copy of a Responsible Owner Attestation on page 17.
6. A signed copy granting permission for the BCLBC to undertake a Lead-Based Paint Risk Assessment for the assisted units on page 18.
7. A signed copy of a New York State Fair Housing Acknowledgement Form on page 19.
8. A copy of the declarations pages of the applicant’s current property insurance policy stating the policy period, amount of coverage and listing of all mortgages and/or liens against the property. BCLBC requires that the property assisted must be insured for the full (100%) replacement value. The property owner must also maintain fire insurance coverage. If the property is located in a floodplain, the property owner must currently have or must obtain flood insurance in order to be considered eligible for program funds.
9. A copy of the property owner’s most recent **PAID** County (and City/Village/Town) and School tax bill if applicable.
10. A copy of the property owner’s most recent **PAID** Mortgage Statement if applicable
11. A copy of the property owner’s most recent **PAID** municipal utility bill if applicable.
12. A signed copy of the VRP Program Acknowledgement on page 15.

Optional documentation to substantiate local residency:

1. Copies of the past 12 months of utility bills (e.g., NYSEG, municipal water/sewer, Spectrum, etc.) that proves residency in Broome County or an adjoining County.

**VRP Program Acknowledgement**

**The following program acknowledgement form shall be submitted in conjunction with a completed application.**

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge that I (we) have received a copy of the Broome County Land Bank Corporation’s Vacant Rental Program Handbook, have read and understand the expectations and requirements of the program, and agree to comply with the expectations and requirements of the program in regards to my (our) request for assistance in the amount not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for

 [INSERT TOTAL AMOUNT OF ASSISTANCE REQUESTED]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT ADDRESS]

that consists of \_\_\_\_\_ vacant units requested for assistance if selected for an award by the

[INSERT NUMBER OF VACANT UNITS]

BCLBC’s Board of Directors.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

**Vacant Unit Attestation**

**The following attestation shall be submitted in conjunction with a completed application.**

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby attest that \_\_\_\_\_ unit(s) requested for assistance are vacant and that an existing tenant(s) was not temporarily or permanently displaced for the purposes of making said unit(s) eligible for VRP program funds.

I (we) hereby attest under penalty of perjury that the above statement is true, accurate and complete to the best of my (our) knowledge and belief. I (we) acknowledge that false statements made knowingly by me (us) will disqualify me (us) from participation in the program. I (we) agree to provide, upon request, additional information or documentation to the BCLBC to further verify and confirm vacancy of a unit(s) requested for assistance.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

**Responsible Owner Attestation**

**The following attestation shall be submitted in conjunction with a completed application.**

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby attest that I (we) do not have a substantial history of outstanding federal, state, or local liens, and/or delinquent tax, utility or mortgage payments for my (our) property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I (we) attest that I (we) have not had more than six (6) delinquent utility and/or mortgage payments and have not had more than two (2) delinquent tax bills during the past 3 (three) years for the aforementioned property requested for assistance. Further, I (we) attest that I (we) have no history of bankruptcy or foreclosure and/or investigation by the Department of Health, EPA, HUD, state agency or local government for law or regulation violation including Fair Housing regulations for all properties in my (our) real estate portfolio during the past 3 (three) years.

I (we) further acknowledge and authorize the BCLBC to verify this attestation with entities including but not limited to the Broome County Real Property Tax Service, Broome County Clerk’s Office, respective Fair Housing Officers, municipal Treasurers Offices, utility companies, etc.

I (we) hereby attest under penalty of perjury that the above statement is true, accurate and complete to the best of my (our) knowledge and belief. I (we) acknowledge that false statements made knowingly by me (us) will disqualify me (us) from participation in the program. I (we) agree to provide, upon request, additional information or documentation to the BCLBC to further verify and confirm that I (we) am a Responsible Owner.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

**Permission to Conduct Lead-Based Paint Risk Assessment**

**The following permission statement shall be submitted in conjunction with a completed application.**

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have received the EPA booklet, *Renovate Right* and *Protect Your Family from Lead in Your Home*, or have validated that I (we) received the electronic link to the pamphlets and reviewed the content; I (we) am aware of the possible hazards lead-based paint pose. In order to protect my (our) interests as well as to protect occupants and workers, I (we) and the BCLBC need information about the location of lead-based paint within my (our) unit(s) requested for assistance if the property was built before 1978.

The funding I (we) are receiving may require that I (we) undertake a formal assessment of the lead hazards within my (our) unit(s) requested for assistance; called a risk assessment. The risk assessment requires that a certified firm measure the level of lead-based paint of any deteriorated painted surfaces and other building components that will be disturbed during the project. This risk assessment will also include measuring the level of lead in dust and may examine soil for lead hazards.

By law, I (we) acknowledge that the results of the risk assessment must be disclosed to all future purchasers and tenants. If no lead-based paint is identified, then no special precautions will need to be taken during the project. Should lead-based paint be identified above allowable levels, then the EPA certified contractors will take special precautions to ensure occupant and worker safety. For projects where lead-based paint has been positively identified, a third-party clearance test will likely be required at the conclusion of work to ensure that lead levels are below allowable EPA levels. By law, I (we) acknowledge that the results of the clearance tests must be disclosed to all future purchasers and tenants.

I (we) give the BCLBC permission to act as my (our) agent to arrange for all lead testing. I (we) give the BCLBC permission to perform a lead risk assessment according to EPA and OCR requirements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

**New York State Fair Housing Acknowledgement**

**The following NYS Fair Housing acknowledgement form shall be submitted in conjunction with a completed application.**

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge that Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. I (we) acknowledge that it is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. I (we) acknowledge that if we procure a real estate professional to market units assisted with VRP funds, they must also comply with all Fair Housing and Anti-discrimination Laws.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE



**VRP Program Application**

**The following application will need to be completed and submitted for BCLBC staff review for determination of eligibility. If your application is deemed eligible by BCLBC staff, it will be advanced for consideration of award to the BCLBC Board of Directors in the order in which they are received and meet the prioritization criteria until funds are fully allocated.**

**PROPERTY OWNER INFORMATION**

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of years residing at the above address: \_\_\_\_\_\_

**Yes No**

Do you have a personal or professional relationship with the BCLBC, and of its Directors

or employees? \_\_\_\_\_ \_\_\_\_\_

**EMPLOYMENT INFORMATION**

**Please list the following information about EACH PERSON that owns the property:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Employer Name** | **Number of Years** | **Self Employed? Y/N** | **Employer Address** | **Position** | **Annual Income** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

\*Please attach additional pages if necessary

**SUBJECT PROPERTY INFORMATION**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deed/Title in name of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Property Type:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e.g., Single-Family, Two-Family, Three-Family, Multi-Purpose, Multi-Structure, etc.)

Number of Units: \_\_\_\_\_\_ Number of Units Requested for Assistance: \_\_\_\_\_\_

**Yes No**

Is the subject property titled under a Certain Business Entity (e.g., LLC)? \_\_\_\_\_ \_\_\_\_\_

If yes, please complete the chart below with ownership information:

|  |  |  |
| --- | --- | --- |
| **Name** | **Physical Address** | **Percentage of Ownership** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 \*Please attach additional pages if necessary

**Yes No**

Do you currently reside in one of the units? *If yes, please note that your unit is ineligible for assistance.* \_\_\_\_\_ \_\_\_\_\_

Are the unit(s) requested for assistance vacant? \_\_\_\_\_ \_\_\_\_\_

Are the unit(s) requested for assistance uninhabitable? \_\_\_\_\_ \_\_\_\_\_

Are the unit(s) requested for assistance unmarketable? \_\_\_\_\_ \_\_\_\_\_

Do you have open code violations? \_\_\_\_\_ \_\_\_\_\_

Do you have any open building permits? *If yes, please note that the BCLBC reserves the right to review* *the status of each open building permit and whether to issue an award.* \_\_\_\_\_ \_\_\_\_\_

In the past 3 years regarding the property you are applying for, do you have a substantial history of:

* 1. Outstanding federal, state, or local liens
	2. Delinquencies on any local, County and school tax bills
	3. Delinquencies on any municipal utility bills
	4. Delinquencies on any mortgage payments \_\_\_\_\_ \_\_\_\_\_

*The term “substantial history” means no more than six (6) delinquent utility and/or mortgage payments and no more*

*than two (2) delinquent tax bills during the past three (3) years.*

**Yes No**

In the past 3 years regarding all properties in your real estate portfolio, do you have a history of:

* 1. Bankruptcy or foreclosure
	2. Investigation by the Department of Health, EPA, HUD, state agency or local

government for law or regulation violation including Fair Housing regulations \_\_\_\_\_ \_\_\_\_\_

Are you compliant with any and all previous loan/grant programs? \_\_\_\_\_ \_\_\_\_\_

Do you maintain current comprehensive property insurance policies? \_\_\_\_\_ \_\_\_\_\_

Is your property located in a Special Flood Hazard Area (“SFHA”)?[[4]](#footnote-4) \_\_\_\_\_ \_\_\_\_\_

If you answered yes above, do you carry a flood insurance policy? \_\_\_\_\_ \_\_\_\_\_

**Please describe all requested improvements and/or repairs with estimated costs if known:**

|  |  |  |
| --- | --- | --- |
| **Improvement/Repair Item** | **Type of Improvement/Repair** | **Estimated Cost** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| 6. |  |  |
| **TOTAL** |  |

\*Please attach additional pages if necessary

**Yes No**

Do you have estimates for the improvements and/or repairs requested? *If yes, please submit the*

*estimates with your application. If not, we will obtain them later.* \_\_\_\_\_ \_\_\_\_\_

**VRP AWARD INFORMATION AND REQUEST**

The BCLBC will offer two award options until all funds are expended:

* Standard Award: up to $50,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 80% Area Median Income (“AMI”) at a rate affordable to the 80% AMI level.
* Enhanced Award: up to $75,000 per eligible unit. The compliance requirement for this award is to rent to tenants with household income up to 60% AMI at a rate affordable to the 60% AMI level.

**Please select the award option per unit requested for assistance you would like to be considered by the BCLBC Board of Directors:**

Standard (up to $50,000): \_\_\_\_\_ Units Requested for Standard Award: \_\_\_\_\_ Total: \_\_\_\_\_\_\_\_\_\_\_\_\_

Enhanced (up to $75,000): \_\_\_\_\_ Units Requested for Enhanced Award: \_\_\_\_\_ Total: \_\_\_\_\_\_\_\_\_\_\_\_\_

**OTHER REAL PROPERTY INFORMATION**

 **Yes No**

Do you own or have interest in any other properties in Broome County or an adjoining County? \_\_\_\_\_ \_\_\_\_\_

If yes, list all property addresses below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Street Address** | **City** | **Zip Code** | **County** | **Number of Residential Units** | **Number of Commercial Units** |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |
| 6. |  |  |  |  |  |
| 7. |  |  |  |  |  |
| 8. |  |  |  |  |  |
| **TOTAL** |  |  |

\*Please attach additional pages if necessary

**Yes No**

If you own or have interest in any other properties in Broome County or an adjoining County,

are any of them titled under a Certain Business Entity (e.g., LLC)? \_\_\_\_\_ \_\_\_\_\_

If yes, please complete the chart below:

|  |  |  |
| --- | --- | --- |
| **Street Address** | **Certain Business Entity Name** | **Your Percentage of Ownership** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

\*Please attach additional pages if necessary

**REQUIRED SUPPORTING DOCUMENTS**

Use the checklist below to ensure your application is complete. As part of the selection process, consideration of submitted applications will be prioritized for award based on the order in which they are received and further prioritization criteria listed on page 7 of the BCLBC’s VRP handbook. In cases where incomplete applications are submitted or the BCLBC identifies a need to request additional information or documentation from an applicant, the BCLBC reserves the right to delay consideration of an award and instead advance completed applications. The BCLBC will advise applicants in writing of the status of an application within 30 days of a completed application and determination of eligibility.

Please include all applicable supporting documentation:

* A list of all residential and non-residential real estate owned by – or interest – the applicant in Broome County and any adjoining County.
* A copy of the recorded deed to the property with legal description attached (Schedule A) proving legal ownership.
* Documentation for applicant eligibility as applicable:
* Private individual(s) – copy of respective IDs
* Certain Business Entities (e.g., LLCs) – list all owner names, percentage of ownership, copies of respective IDs and a copy of the operating agreement
* Not-for-Profit Organizations – Certificate of Incorporation
* Public or Quasi-Public Entities – Certificate of Incorporation
* The units submitted for funding must be vacant and uninhabitable and/or unmarketable.
* Vacancy – copies of the past 6 months of utility bills – either NYSEG or municipal water/sewer – that reflect little to no usage.
* Signed attestation that the unit(s) is vacant and that an existing tenant was not temporarily or permanently displaced for the purposes of making a unit eligible for program funds.
* Uninhabitable – copies of municipal code violations and/or photos depicting the current state of the unit(s).
* Unmarketable – if the unit is habitable but unmarketable, please provide a written opinion from a real estate professional that the unit does not meet acceptable conditions for decent and quality housing and the reasons why.
* A signed copy of the Responsible Owner Attestation Form.
* A signed copy granting permission for the BCLBC to undertake a Lead-Based Paint Risk Assessment for the assisted units.
* A signed copy of a New York State Fair Housing Acknowledgement Form.
* A copy of the declarations pages of the applicant’s current property insurance policy stating the policy period, amount of coverage and listing of all mortgages and/or liens against the property. BCLBC requires that the property assisted must be insured for the full (100%) replacement value. The property owner must also maintain fire insurance coverage. If the property is located in a floodplain, the property owner must currently have or must obtain flood insurance in order to be considered eligible for program funds.
* A copy of the property owner’s most recent **PAID** County (and City/Village/Town) and School tax bill if applicable.
* A copy of the property owner’s most recent **PAID** Mortgage Statement if applicable.
* A copy of the property owner’s most recent **PAID** municipal utility bill if applicable.
* A signed copy of the VRP Program Acknowledgement.
* Copies of improvement/repair estimates if applicable.

Optional documentation to substantiate local residency:

* Copies of the past 12 months of utility bills (e.g., NYSEG, municipal water/sewer, Spectrum, etc.) that proves residency in Broome County or an adjoining County.

**AUTHORIZATION & CONSENT**

I (we) hereby apply for assistance from the Broome County Land Bank Corporation’s (“BCLBC”) Vacant Rental Program (“VRP”). I (we) have read the accompanying Handbook and if selected, agree to comply with all expectations and requirements as outlined in “Qualifying for the Program” on pages 5 through 7 and “Program Obligations” on pages 8 through 10 including but not limited to executing a rental restrictive covenant enforced by the BCLBC.

I (we) hereby authorize the BCLBC and its authorized agent(s) to verify any and all information contained in this application with other parties and to report its findings with me (us) as well as obtain additional information required for compliance within the regulations of the program. I (we) authorize the BCLBC to share information and supporting documentation I (we) have provided in this application and any other information relevant to any and all assistance awarded with any and all VRP partners including but not limited to the New York State Office of Community Renewal (“OCR”), the New York State Housing Trust Fund Corporation (“HTFC”), The SEPP Group (“SEPP”), and Metro Interfaith Housing Management Corporation (“Metro”).

I (we) hereby certify that the above statements are true, accurate, and complete to the best of my (our) knowledge and belief. False statements made knowingly by applicant will disqualify the applicant from participation in the program.

This application does not guarantee or imply award of VRP funding. All awards are subject to approval by the Broome County Land Bank Corporation Board of Directors.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (applicant) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (co-applicant) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print)

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. The Broome County Land Bank is committed to serving its community without discrimination and will comply with all rules and regulations in regards to its funding programs.

|  |  |  |  |
| --- | --- | --- | --- |
| **Applicant** | * I do not wish to furnish this information
 | **Co-Applicant** | * I do not wish to furnish this information
 |
| Ethnicity: |  |  | Ethnicity: |  |  |
| * Hispanic or Latino
 | * Not Hispanic or Latino
 | * Hispanic or Latino
 | * Not Hispanic or Latino
 |
| Race: |  |  |  |  |  |
| * Black/African American
* American Indian/Alaskan Native
* Native Hawaiian/Other Pacific Islander
* Black/African American & White
* Asian/Pacific Islander
* Other Multi-Racial
 | * White
* Asian
* Asian & White
* American Indian/Alaskan Native & White
* American Indian/Alaskan Native & Black/African American
 | * Black/African American
* American Indian/Alaskan Native
* Native Hawaiian/Other Pacific Islander
* Black/African American & White
* Asian/Pacific Islander

Other Multi-Racial | * White
* Asian
* Asian & White
* American Indian/ Alaskan Native & White
* American Indian/ Alaskan Native & Black/African American
 |
| Sex: | * Male
 | * Female
 | * Other
 | Sex: | * Male
 | * Female
 | * Other
 |

**Please sign, date and return to:**

 Broome County Land Bank Corporation

 Attn: Jessica Haas or Robert O’Donnell

 60 Hawley Street, 5th Floor

 Binghamton, NY 13901

 Or email to Jessica.Haas@BroomeCountyNY.Gov or Robert.O’Donnell@BroomeCountyNY.Gov

DISCLAIMER

This sample grant agreement is provided for illustrative purposes only and should not be construed as an offer of legal advice or counsel. Nothing herein constitutes the establishment of an attorney client relationship between you and any attorney involved in the drafting of material included in this sample grant agreement. The Housing Trust Fund Corporation (”HTFC”) makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any information contained in this sample. Therefore, you should not use this sample grant agreement without first consulting an attorney.

GENERAL RELEASE AND WAIVER

By utilizing this sample, you: (i) assume full responsibility for any loss, damage, or liability resulting from the use of this sample Grant Agreement; and (ii) release HTFC and the authors of the sample grant agreement, their contributors, agents, licensees, successors and assigns from any and all known or unknown claims, demands or causes of action that may arise, at any time, out of or relating to your use of the sample grant agreement.

**NEW YORK VACANT RENTAL PROGRAM**

**PARTICIPANT GRANT AGREEMENT**

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between *LPA NAME* *(“LPA Abbreviation if applicable”*), with an office at \_\_\_\_\_, and \_\_\_\_\_ (“Owner”), residing at or having a principal place of business at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, *LPA* has entered into an Agreement with the New York State Housing Trust Fund Corporation (“HTFC”) to distribute and administer funds for projects under the New York Vacant Rental Program (“Program”) to eligible properties selected in accordance with Program guidelines; and

**WHEREAS**, *LPA* must administer the distribution of grant funds to the Owner, for the project in accordance with all the terms and conditions of their Grant Agreement with the HTFC, Article XXVI of the Private Housing Finance Law and the regulations promulgated thereunder, and the HTFC’s applicable rules, regulations, policies and procedures, as amended from time to time.

**WHEREAS,** the Owner intends to complete improvements of the property located at STREET ADDRESS using funds to be provided through the Program being administered by *LPA*; and

**NOW, THEREFORE**, *LPA* and the Owner agree as follows:

1. **Term.**

The period of performance for all activities assisted pursuant to this Agreement shall be ten (10) years, commencing on the effective date of this Agreement and ending on \_\_\_\_\_(“Term”), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction within thirty (30) calendar days of *LPA* approval.

1. **Owner’s Representations.**

The Owner hereby expressly represents that:

1. They are the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, they have all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.
2. [The premises will be insured for the full (100%) replacement value, fire insurance and other appropriate insurance depending on makeup of building will be obtained, and to obtain flood insurance coverage if the premises is in a special flood hazard area.](https://ny.newnycontracts.com/)
3. **Project Costs.**
	1. At least two bids must be obtained for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by the *LPA*. The *LPA* will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.
	2. Eligible contractors shall be those selected from any list maintained by the *LPA*, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
	3. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers’ compensation coverage. The LPA, State of New York, **and** the Housing Trust Fund Corporation must be listed as additional insured.
	4. Owners and/or family members shall not be involved in the bidding process.
	5. The *LPA* agrees to reimburse the Owner for project costs described in the agreed upon Scope of Work attached as Attachment A. Any modification, amendment or rescission of project costs must be requested in writing and approved in writing by the *LPA*.
	6. The maximum amount of Program funds to be provided to the Owner is *VRP Award Amount*.
4. **Reimbursement.**
	1. Funds will be disbursed only after costs are incurred, documented, and approved by the Participant, the LPA and HTFC.
	2. A final disbursement shall not be paid pursuant to this agreement until a final inspection of the work has been completed by the *LPA*, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
	3. To substantiate work costs, Owners may be required to provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the *LPA* to maintain effective internal controls. Cash payments will not be reimbursed.
	4. The payment of any amount(s) due and payable by the HTFC through the *LPA* to the Owner, as a reimbursement pursuant to this Grant Agreement for work completed shall be payable within forty five (45) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the HTFC.
5. **Inspection of Work: Unsatisfactory Work.**

 The Owner agrees that the *LPA* shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or the *LPA* shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to the *LPA* and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time the *LPA* shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

1. **Regulatory Period.**
2. The Owner, for a period of ten (10) years from project completion (“Regulatory Period”), shall take all necessary steps to ensure that the property improved under the Program is maintained in good condition. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income, which is defined as households whose incomes do not exceed <<Enter 60% or 80% depending on award type>> of the Area Median Income for the geography in which the property are located as published the U.S. Department of Housing and Urban Development (HUD). This requirement is met through (1) verifying the income of tenants at time of application; and (2) a rent limit imposed on the assisted units during the Regulatory Period. Annual Rent Limits will be communicated by the LPA to the Property Owner on an annual basis.
3. It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the ten-year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.
4. The Owner of a property improved under the Program (“Assisted Property”) will be required to execute a Declaration, in the form attached as Attachment C, which shall be filed in the County Clerk’s Office for the county in which the Assisted Property is located. The Owner agrees to maintain the Assisted Property in compliance with the terms of this Grant Agreement, throughout the Regulatory Period. The Owner shall further declare that in the event of any non-compliance, the amount of grant funds distributed shall be subject to repayment in full. The Owner further acknowledges and agrees that the LPA shall have the right, pursuant to its agreement with the HTFC, to inspect the Assisted Property to monitor the Owner’s compliance with this requirement.
5. The Assisted Property shall not be sold during the Regulatory Period without prior written consistent of the HTFC. The Owner must disclose the requirements imposed on the Property by this Grant Agreement and the Declaration to prospective purchasers. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities in this Grant Agreement and the Declaration. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner.
6. **Reports and Access to Records.**

During the Term and the Regulatory Period, the *LPA* will require an annual inspection and confirmation of adherence to program policies and procedures including the income verification of any new tenants and charging monthly rent within the allowable limit.

The Owner further agrees to provide the *LPA* with reports or records in such form, content and frequency as required by the *LPA* and the HTFC.

1. **Termination.**In the event the Program or the *LPA* shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the Owner shall die, or the ownership of the building changes prior to the completion of such work, the *LPA* may terminate its obligation(s) hereunder to the Owner by reimbursing the Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, the *LPA* shall be released and discharged from any further claim on behalf of the Owner pursuant to this Grant Agreement. Any remaining funds of the Owner held by the *LPA* shall be released and discharged from any further claim on behalf of the Owner, and returned to the HTFC.
2. **Compliance with Local Laws and Codes.**

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the City/Town/Village of \_\_\_\_\_, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

1. **Notice of Investigation or Default.**

The Owner shall notify the *LPA* within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of their activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the *LPA* and the HTFC may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

1. **Default.**

(a) If an Event of Default as defined below shall occur, all obligations on the part of the LPA to make any further payment of Program funds shall, if the LPA so elects, terminate and the LPA may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the LPA may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

(b) The following shall constitute an Event of Default hereunder:

(i) if the Owner fails, in the opinion of the LPA, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the HTFC or the LPA;

(ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading;

(iii) if the Owner has failed to commence the improvements as specified in Attachment A- Scope of Work in a timely fashion or has failed to complete such improvements within the Term.

 (c) Upon the happening of an Event of Default, the LPA may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the LPA from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice.

 (ii) Withhold or suspend payment of Program funds.

(iii) Recapture any Program funds disbursed to the Owner.

(iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse the LPA and the HTFC for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.

(d) In the event this Agreement is terminated by the LPA for any reason, or upon the closeout of the Program, the LPA shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the LPA of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the LPA for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. The LPA shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

1. **Indemnification.**Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the *LPA*, the City/Town/Village of \_\_\_\_\_ and the HTFC from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.
2. **Assignment.**

The Owner shall not assign this Grant Agreement without the prior written consent of the *LPA* and any such request for assignment of said Grant Agreement must be addressed to the *LPA*, \_\_\_\_\_.

1. **Waiver of Liability**.

Nothing in this Agreement nor any act of the *LPA,* HCR or the HTFC, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

1. **Photograph Release**.

The Owner agrees to complete a written consent, in the form attached as Attachment D to permit the *LPA* and the HTFC to publish photographs of assisted properties for promotional or public relations purposes.

1. **Modification and Amendment.**

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner and the *LPA*.

1. **Severability.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

1. **Disputes.**

Any disputes will be resolved through the LPA Dispute Resolution Policy attached to this agreement (Attachment B).

1. **Acknowledgements**

The Owner hereby acknowledges the following:

1. The Owner has the right to select the eligible tenants for assisted units;
2. The Owner understands the applicable Fair Housing Laws in New York State and agrees to adhere to these laws, including in selecting tenants for assisted units;
3. The Owner furthermore understands specifically that it is unlawful to discriminate against a household that pays rents with public assistance in New York State and the Owner agrees not to unlawfully discriminate against a prospective or current tenant that is a housing voucher holder or otherwise uses public or other source of income to pay rent; and
4. The Owner will advertise available units in according with Fair Housing Laws and understands that LPA reserves the right to advertise assisted units in any lawful manner it chooses, including to local housing agencies and authorities.
5. **Attachments:**

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

 Attachment A – Scope of Work

 Attachment B – Dispute Resolution Policy

 Attachment C – Draft Declaration of Interest

 Attachment D – Photograph Release Form

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

|  |  |
| --- | --- |
| ***LPA***Signature → \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name:  Title: Date: | **Owner**Signature →\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: Title:Date:  |

**NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY**

PROGRAM FUNDS GRANTED BY Recipient to:

PROPERTY OWNER(S): Owner(s)
PROPERTY ADDRESS**: <<PROPERTY STREET ADDRESS>>**
COUNTY: **<<COUNTY>>**
SECTION/BLOCK/LOT: **<<SBL>>**
AMOUNT OF GRANT ASSISTANCE: **<<$AMOUNT>>**

REGULATORY PERIOD: Ten (10) Years

# OF UNITS ASSISTED: **{Enter number of units}**

IDENTIFY ASSISTED UNITS: **{Enter unit numbers or other identification}**

This Declaration, made and executed this **\_\_\_\_\_** day of **\_\_\_\_\_**, **<<YEAR>>**, is given to the Recipient (“Recipient”) by Owner(s).

**RECITALS**

 WHEREAS, the undersigned is/are the owner(s) (“Owner”) of the property described above and in the attached Exhibit A (“Property”); and

WHEREAS, the Owner is an “Eligible Participant” in the NYS Vacant Rental Program (“VRP”), and

WHEREAS, the Recipient entered into a Vacant Rental Program Agreement (the “Agreement”) with the Housing Trust Fund Corporation (“HTFC”); and

 WHEREAS, pursuant to the Agreement, Recipient provided Vacant Rental Program assistance in the amount listed above (“Grant Assistance”) to the Owner for the purposes of rehabilitating vacant units on the Property as rental housing units (the “Assisted Unit(s)”); and

 WHEREAS, the Owner must comply with HTFC Policies and Procedures and HTFC’s Regulatory Requirements for the Vacant Rental Program (the “Program”) as they relate to the Property and to the Assisted Unit(s) for the Regulatory Period as defined herein.

 NOW, THEREFORE, the Owner hereby declares that for a period of ten (10) years (“Regulatory Period”) which commenced on **<<DATE>>** (“Commencement Date”) and terminating **<<TERMINATION DATE>>** (“Termination Date”), the Assisted Unit(s) shall at all times be occupied as housing, and the Property and Assisted Units shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions, and improvements shall, from time to time, be promptly made.

 Owner further declares that, during the Regulatory Period, the Property shall not be sold, transferred, moved, demolished, or materially altered without the prior written consent of the Recipient and HTFC. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities found both herein and in the VRP Grant Agreement executed between the Owner and the Recipient. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner and may prevent the discharge of the Declaration of Interest at the completion of the Regulatory Period.

Owner further declares that:

* any Assisted Units on the Property shall be occupied by an eligible tenant for the duration of the Regulatory Period as verified by the Owner and Recipient per published VRP program policies and procedures unless prior written consent has been granted by HTFC;
* that the monthly rent charged to tenants of any Assisted Unit will not exceed the maximum limit established by VRP;
* that the Assisted Unit(s) shall not be used as a short-term rental, including as a vacation and/or seasonal rental and that tenant leases will be for a minimum of twelve (12) months;
* and that should any Assisted Units in the Property become vacant during the Regulatory Period, the Owner shall make good faith efforts to market the vacant rental unit for lease to new tenants.

This Declaration is expressly subject and subordinate to any mortgage given by the Owner for the purpose of construction or permanent financing of the Property, whether or not such mortgage is recorded prior to the date of this Declaration.

 All the grants, covenants, terms, provisions, and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances, and tenants of the Property. In the event the Owner shall breach any such grant, covenant, term, provision, or condition, the Owner must return the Grant Assistance to the Recipient for recapture by HTFC. The amount to be repaid and recaptured shall be 100% of the grant assistance.

 This Declaration shall be recorded in the Office of the Clerk of the County in which the Property is located and shall automatically lapse on the Termination Date.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

Owner(s) MAILING ADDRESS:

*<<Owner 1 Sign>>*

<<Owner 1 Print Name>>

*<<Owner 2 (IF ANY) Sign>>*

<<Owner 2 (IF ANY) Print Name>>

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) ss.:

On the ­­­\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) ss.:

On the ­­­\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Recipient

By:

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) ss.:

 On the ­­­\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 NOTARY PUBLIC

Exhibit A

Legal Description

1. According to the funding source, “A property must have five (5) or fewer units *initially* (at the time funds are committed) and post-completion. The unit count applies to all residential units and not just restricted units (e.g., five restricted units in a 20-unit building would not be eligible).” [↑](#footnote-ref-1)
2. These figures are subject to change on an annual basis per Housing & Urban Development updates. [↑](#footnote-ref-2)
3. These figures are subject to change on an annual basis per Housing & Urban Development updates. [↑](#footnote-ref-3)
4. Please visit <https://msc.fema.gov/portal/home> if you are unsure whether your property is located in a SFHA. [↑](#footnote-ref-4)