ORHA OTSEGO RURAL HOUSING ASSISTANCE, INC

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Otsego County Vacant Rental Program (VRP) Owner Information Packet

This packet contains the instructions and key supplementary information you need to apply for the Otsego County Vacant Rental Program (VRP).

For application forms, including the Document Checklist, refer to the Otsego County VRP Application Packet, available at otsegoruralhousing.org/vrp. Detailed policy and procedure information is also available at this site.

If you have questions as you complete your application, please contact Bridget Stith by calling 607-286-7244 ext. 1 or emailing VRP@otsegoruralhousing.org.

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Otsego County VRP Application Instructions

Otsego Rural Housing Assistance, Inc. (ORHA) administers the Otsego County Vacant Rental Program (VRP), in collaboration with Opportunities for Otsego, Inc. (OFO). This program is funded by the New York State Homes and Community Renewal Vacant Rental Program. This program provides grant funding to rehabilitate vacant units/spaces in Otsego County into affordable housing units for rent by low- to moderate-income households.

As the administrator of the Otsego County VRP, ORHA is responsible for selecting eligible projects to receive grant funding.

All owners of properties containing vacant units/spaces in Otsego County are encouraged to apply for Otsego County VRP assistance. The information here provides instructions for applying and a summary of program policies and requirements.

Summary of Eligibility Requirements:

To be considered for an Otsego County VRP award, property owners must:

- Own an eligible property within Otsego County
    - Manufactured homes, occupied single-family homes that do not include a legal and separate unit that has previously been used as housing, and construction of new accessory dwelling units are <u>not</u> eligible
- Intend to own the property for the 10-year regulatory period
- <u>Not</u> intend to live in the assisted unit(s) for the 10-year regulatory period
- Meet all owner responsibility requirements, including:
    - Be current on payments for all mortgages/loans, property taxes, and utility payments on the property
    - Maintain comprehensive insurance on the property, or be able to provide evidence that insurance was cancelled/denied due to the property's current
- Demonstrate the availability/commitment of any additional funding needed to complete the project, if costs exceed the maximum amount ORHA can award
- Agree to rent the assisted units to income-qualified tenants at restricted rental rates throughout the 10-year regulatory period
- Agree to execute and file a Declaration of Interest on the assisted property
- Submit a complete Otsego County VRP application, including all required documentation.

This is a brief summary. For full eligibility requirements, refer to the Otsego County VRP Eligibility Policy.

Projects will not be selected on a "first come, first served" basis. Applications meeting threshold eligibility requirements will be scored based on priority criteria described in the following sections. Selection of projects will then be made based on overall score, with time of application breaking ties.

To review all priority criteria and details about scoring, refer to the Otsego County VRP Prioritization Policy.

Application Instructions:

Step 1: Review the Otsego County VRP Owner Information

Review this packet and the other information on our website for full details regarding the Otsego County VRP.

Most importantly, review the Participant Agreement and Declaration of Interest information to confirm that you are able and willing to commit to 10 years of complying with VRP requirements.

Step 2: Complete the Otsego County VRP Application Form

Property owners must complete and sign the Otsego County VRP Property Assistance Application.

If additional space is needed to answer any question, please use blank space or the back of a page (if printed single-sided) or attach additional pages.

An application will not be considered complete if the application form is missing required information. ORHA will notify owners and provide an opportunity to correct the issue, but the submission date will reflect the date when the application is deemed satisfactory.

A. Multiple Units or Properties

If you are proposing rehabilitating multiple units within a single building or on a single tax parcel, you should include all units on one application.

If you own multiple properties (i.e., multiple tax parcels) that are eligible for the Otsego County VRP, you must complete a separate application form for each property.

B. Multiple Owners

If multiple people own the property, the owner who will be the main point of contact for the Otsego County VRP should complete the application. This owner should enter their name as “Applicant Name” and provide their phone, email (if applicable), mailing address, and permanent residence address. Note that this is the person who must live locally in order to qualify for the “local owner” priority criterion in application scoring.

All other property owners must be listed on the application in the appropriate space.

If the property is held by a business entity, you must disclose all principals in that business.

All property owners must review and sign the application form. If additional space is needed, sign on blank space on the signature page or use duplicate copies of the signature page.

Step 3: Gather/Complete Required Documentation

Your application must include the documents ORHA needs to verify your eligibility and the claims you make in your application. Please review the Document Checklist (included in the application packet), which lists all required documentation.

Your application will not be considered complete and submitted until ORHA receives all required documentation. ORHA will contact you to request any missing documentation, but your submission date will be delayed.

Some documentation is required only for certain situations. Usually these documents are used to verify that you qualify for one of the priority screening criteria set by ORHA. If you fail to submit documentation that affects only your priority score, even after ORHA notifies you that it is missing, ORHA may accept your application but score it as though you do not qualify for that priority criterion.

Detailed instructions for some of the required documentation follow. **If instructions are not given here, that does not mean the documentation is not required.** All documents listed on the Document Checklist as required must be submitted.

A. Ownership Disclosure Form

Property owners must disclose all real estate properties that they own or control, either as an individual or as a principal in a business entity. Disclosure must include the property address, the number of housing units within a property, the number of those housing units that are currently rented, and, if you own the property through a business entity, the name of that business.

ORHA has provided the Otsego County VRP Application Ownership Disclosure Form for you to use for this purpose.

However, you may submit a schedule of your properties in another format if you wish. If you use a different format, your disclosure/schedule must include all of the information requested by ORHA's form. (It may include more information, if for example you are using a pre-existing report.)

B. Property Photos

Applications must include photos of the property and the vacant spaces/units you hope to include in your project. Photos should be in color and decent size/quality.

ORHA recommends submitting at least the following photos:

- Photos of the exterior showing each side of the building. If multiple sides of a building can be included in one photo, ensure that all or most of the sides shown are visible.
- At least 1 photo of each interior room of the unit/space to be rehabilitated into a housing unit. Photos should include as much of the room as possible. Closets, pantries, etc. would not be considered rooms for this purpose.
- If a person must travel through an interior part of the building to get to the vacant unit/space, you should submit photos of this route. Use the "1 photo of each interior room" rule to determine how many photos to include, treating stairways and separate floors as separate rooms. (Example: you must walk through a 1st floor hallway, up some stairs, and down a 2nd floor hallway to get to a unit. You would submit photos of both hallways and the stairs.)
- If the photos you have taken to meet the three previous rules do not show a part of the building or unit that is included in your proposed scope of work, you should also submit photos that show the issue or area. (Example: A water heater in a small mechanical closet needs to be replaced, but because closets don't need to be included, you haven't taken a picture of it. You should submit a photo of the water heater.)

If you submit an application that does not meet these minimum recommendations, ORHA may request additional photos before accepting your application, if we feel we cannot accurately evaluate your application as-is.

Additional photos beyond these are welcome, but please be reasonable about the number of photos submitted.

Videos are also welcome, but cannot be used to replace the photo requirements. Photo-quality stills from a video would be acceptable, if you would rather record a video walkthrough and then save individual frames. Poor quality screenshots may not be accepted as photos, however.

C. Proof of Comprehensive Property Insurance

Submit your declaration page or an equivalent document. Review the Eligibility Policy for minimum insurance requirements.

If the property is uninsured due to its condition, you should instead submit proof that coverage was cancelled or denied for that reason. Preferred documentation is a denial letter or cancellation notice that states the property's condition is the reason for the insurer's determination.

D. Utility Statements

Provide the most recent utility statement for all required utilities at the property showing that you are current on payments. Or, if account statements are not available, you may provide a signed statement on the utility company's letterhead confirming your account is in good standing.

If you cannot provide these documents because a utility has been disconnected for an extended period of time, you should instead submit proof that the utility was not disconnected due to your failure to make payments. This may be a final bill or statement from the utility or a statement from the utility. Or, if you cannot provide this proof for some reason (e.g., you no longer have the records), submit a statement describing why the utility was disconnected, why you cannot prove it was not due to non-payment, and what steps you took to try to obtain proof.

ORHA will then follow up with you to discuss what steps you will need to take to be approved for an exception to this requirement.

E. Property Taxes: Proposed Property

You must provide proof that there are no delinquent taxes on the property you are proposing for an Otsego County VRP project. You must provide either:

- Paid property tax receipt (not the original bill) for the most recent tax bill for each bill that is issued for your property in one tax year (i.e., a receipt each for school, county/town, and village)
    - If the collector's office does not provide receipts, you may submit a signed statement from their office instead
- A report of your billing history (covering at least the least 5 years) from the Otsego County Treasurer's office confirming that the property is not delinquent, or a signed statement confirming the same

F. Property Taxes: All Other Properties

You must provide proof that there are no delinquent taxes on any other property you own. Acceptable proof includes any of the documents listed in the previous section, for each additional property you own.

For your other properties, you may also submit statements from the appropriate office confirming that all of your properties located within their tax district are in good standing. The appropriate office would be the office(s) that are responsible for enforcing delinquent taxes in the location of each of your other properties. In Otsego County, this would be the Otsego County Treasurer.

If you are experiencing significant difficulty in obtaining documentation for properties you own located outside of Otsego County, contact ORHA to discuss how to proceed.

If you are delinquent on the property taxes for any of these other properties, ORHA may grant an exception in very limited circumstances. We recommend contacting ORHA prior to submitting your application to discuss whether an exception would be considered in your specific situation.

G. Tenant References

If you own or control any other residential rental property, and any unit is currently rented to a tenant, you must submit tenant references. If you do not submit the minimum required number of tenant references, you will not be eligible for the Otsego County VRP, unless ORHA grants you an exception.

If you have one unit rented, you must submit 1 reference.

If you have more than one unit rented, you must submit 2 references.

Remember: As part of your application, you will attest that:

- You have not and will not coerce, threaten, or harass a tenant to obtain a reference.
- You have not and will not retaliate against any tenant based on the content of their reference or their refusal to submit one.
- You understand that ORHA will not share the details of any reference submitted directly to ORHA with you.

ORHA has prepared a Tenant Reference Form that you can provide to tenants when asking them for a reference. This form is <u>not</u> required but helps explain why you are asking for a reference and gives tenants an easy form to fill out if they are unsure of what to say. Tenants may also simply write a letter (or email) as a reference.

You may submit tenant references with your application, or tenants may send them directly to ORHA. If a tenant will be sending a reference directly, please remind them to clearly state at least your name so that we can match it to your application. You may want to provide a business card or write your name on the Tenant Reference Form before you give it to them.

When you are requesting references, keep a record of your attempts to request them.

If you are unable to submit the minimum number of references, ORHA <u>may</u> consider an exception to this requirement if you can show that you made a good faith effort to get them. Contact ORHA for guidance if you are struggling to obtain the necessary references.

H. Registration/Inspection Requirements

If you own any active rental properties (i.e., properties currently occupied by tenants or that you are offering or plan to offer for rent), you must submit proof that you have complied with all applicable registration and inspection requirements for that property.

In other words, if you own a rental property in a location where rentals must be registered with and/or inspected by the local government, you must submit proof that you have followed these rules. In the case of inspection requirements, any active rental property you own must currently <u>meet</u> those standards.

Two common scenarios where this will apply are:

- Any active rental property you own in the City of Oneonta should have a Certificate of Compliance from the City. You should submit the Certificate or a written statement from City Code Enforcement confirming your property is in compliance.
- Any building in New York State with three or more dwelling units should be receiving fire safety and property maintenance inspections periodically. You should submit the Fire Safety Certificate for any such property you own. A written statement from code enforcement (or other office in that property's location responsible for these inspections) confirming the property is in compliance is also acceptable.

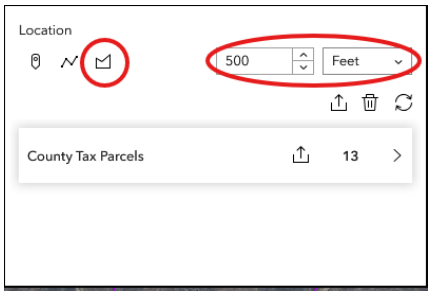
I. Optional Property Map

If the proposed property is located outside of the City of Oneonta or a village, you may submit a map showing that there are at least 5 other buildings within 500 feet of the building containing the vacant unit/space.

This can be accomplished using Otsego County's parcel viewer. Access to the parcel viewer and instructions for how to use it can be found here:

https://www.otsegocountyny.gov/departments/n-r/planning_department/gis.php

With the basemap set to "Imagery" or "Imagery Hybrid," use the property selection and buffer tools to draw a polygon over the building. (Tip: when using the polygon tool, you click to place points down as corners for your shape. Once you put your final corner down, press Enter on your keyboard to finish making your shape.) Then set the buffer size to 500 feet and print the map. For an ideal map, turn on the display of county tax parcels.



J. Other Forms

Some priority criteria require the completion and submission of an additional form. These can be accessed here.

Step 4. Submit Your Application

Applications, including all supporting documentation, can be submitted any of the following ways:

A. Submit by Email

Submit your application to VRP@otsegoruralhousing.org with the subject line "VRP Application – [Property Address] – [Your Name]." Please condense your attachments to as few documents as possible, except for photos. If necessary, attach photos as a compressed file or include a link to a shared folder containing the photos.

If you are applying for assistance for more than one property, you must send a separate email for each property. We recommend combining all documentation related to "other properties" into a single document for easy attachment to each of your emails.

Your email must be received by ORHA before the close of an application window to be considered an on-time submission. (Example: The last day to apply is April 27, 2026. The email must arrive in ORHA's inbox no later than 11:59 PM on April 27th.)

B. Submit by Mail

Mail your application to:

ATTN: Vacant Rental Program
ORHA, Inc.
PO Box 189
Milford, NY 13807

ORHA must **receive** your application before the application window closes for it to be considered on-time. However, we will waive this requirement for any mailed applications we receive within 7 days of the due date that are postmarked 7 or more days prior to the due date. (Example: The last day to apply is April 27, 2026. If the application arrives on April 29th but was postmarked April 20th, ORHA will accept it. If it was postmarked April 25th, or if it arrived on May 15th, ORHA would not accept it.)

C. Submit In-Person

You may submit your application in-person at ORHA's office at 709 County Highway 33 in Cooperstown. If submitting in-person, you must drop it off with an ORHA staff member before the application window closes.

To submit in-person, you must call ahead to confirm we are available to accept your application. All of ORHA's staff are frontline program staff and may be out at a client visit if you arrive without calling ahead. ORHA does not have an afterhours dropbox.

Step 5. Application Review Process

This is a brief summary of the application review process. For a complete description, review the Otsego County VRP Application Process and Selection Procedures.

1. ORHA will review your application to confirm that it is complete and that it meets threshold eligibility requirements. ORHA may request missing documentation, corrections, or additional information/clarification during this time.
2. Once your application is reviewed, you will be notified whether your application has been denied or is eligible to be considered for an award.
3. Applications eligible for an award will be scored according to the prioritization policy.
4. Applications will receive further in-depth review, including site visits, in order of initial priority score and date received (i.e., for applications scoring 13 points, earlier applications are reviewed before later ones).
5. Applications that complete all review and are determined to be feasible and meet the minimum funding threshold will be selected for a conditional award.
6. Selected applicants must sign an Acceptance Agreement and pay a refundable commitment fee to accept the conditional award.
7. All remaining steps in project development will be completed, including environmental testing and review, additional verifications (if applicable), and procurement of contractors.
8. Once project development is complete, the owner(s) will execute the Participant Agreement and Declaration of Interest. Funds are officially committed.
9. Rehabilitation work can proceed!

Need Assistance?

ORHA is happy to help you navigate the application process. We encourage you to contact us for guidance and support as you consider applying and work on your application.

If you have any questions about any aspect of the Otsego County VRP, please contact:

Bridget Stith, Executive Director
Phone: 607-286-7244 (ext. 1)
Email: VRP@otsegoruralhousing.org

Otsego County Vacant Rental Program (VRP): Participant Agreement Requirements

If your property is chosen for the Otsego County VRP, you must sign a Participant Agreement with Otsego Rural Housing Assistance, Inc. (ORHA). The Participant Agreement outlines all of the terms, conditions, and obligations associated with receiving the grant award. ORHA has summarized what you're agreeing to below.

You should read this document carefully and be sure that you will be able to comply with all requirements. Non-compliance could result in loss of funding or financial penalties.

Key Terms of the Participant Agreement

1. Program Compliance & Regulatory Period
    a. You commit to following all program requirements, policies, and procedures established by ORHA or the Housing Trust Fund Corporation for a 10-year "Regulatory Period" after project completion.
    b. You agree to keeping the property maintained in good condition and all Otsego County VRP-assisted units safe and habitable.
    c. You agree to follow all federal, state, and local housing regulations, including Fair Housing Laws.

2. Use of Grant Funds
    a. Grant funds will be disbursed directly to contractors on a cost-incurred or reimbursable basis—this means that all costs must be incurred, documented, and approved before payments are made, and payments will be issued directly to the contractors performing the work. In general, you will not be making payments that ORHA will be reimbursing you for.
    b. All work paid for by grant funds must be either included in the scope of work attached to the Participant Agreement or approved in writing as a change order by ORHA.
    c. All work paid for by grant funds must be completed by approved contractors, selected by a competitive bid process. You will have the option to choose the contractor you prefer from the submitted bids, but if you choose a contractor who did was not the lowest bidder, you will be required to cover the cost difference.
    d. All work must meet all building codes and safety regulations.

3. Program Signage & Photos
    a. You agree to display a sign provided by ORHA at the property for the duration of the project. This sign will advertise your participation in the program.
    b. You will sign a photo release allowing us to use and share photos of the project.

4. Tenant Eligibility and Rent Limits
    a. You are responsible for selecting your own tenants, but you must work with ORHA to verify that their income meets program requirements before leasing the unit to them.
    b. You must set a unit's monthly rent amount within the limits given to you annually by ORHA.
    c. You must not discriminate against tenants who use housing vouchers or other forms of public assistance for rent payments.
    d. You must know and follow all other applicable Fair Housing Laws.
    e. You must keep files related to these requirements for audit purposes by ORHA and/or the Office of Community Renewal (OCR). They must be kept in an organized manner, so you can make them available upon request to ensure program compliance.

5. Property Sale & Transfer Restrictions
    a. You **<u>may not sell or transfer the property</u>** during the 10-year Regulatory Period without prior written approval. You must notify ORHA promptly of a plan to sell or transfer the property.

b. If you are selling the property, you must disclose the requirements of the Participant Agreement and the Declaration of Interest to all prospective buyers.
c. The new owner must agree to assume all program obligations. This means they will need to execute an Affirmation assuming all regulatory requirements and responsibilities found in the Participant Agreement and the Declaration of Interest.
d. Failure to comply with these requirements will result in **full repayment** of grant funds.

6. Lead-Safe Maintenance Requirements
    a. You must maintain all assisted units free of lead hazards by following lead-safe work practices.
    b. You must visually assess the property on a routine basis and/or whenever an occupant reports loose, peeling, or damaged paint. You may choose to hire a lead inspector to perform this assessment for you.

7. Inspections & Compliance Monitoring
    a. ORHA will perform annual re-certifications to confirm you are complying with all program rules. You must cooperate with the re-certification process by completing all required forms and providing all requested documentation.
    b. ORHA will perform site inspections at the property periodically. These will be coordinated with you and will be performed at least twice during the 10-year compliance period. An inspection checklist is available for your review at otsegoruralhousing.org/vrp.
    c. Failure to comply with these requirements will result in **full repayment** of the grant funds.

8. Liability & Waiver
    a. ORHA does not guarantee the quality of work performed by contractors.
    b. ORHA, the Housing Trust Fund Corporation, and all affiliated agencies assume no liability for financial losses, construction quality, or other issues arising from participation.
    c. By signing the Participant Agreement, you accept full responsibility for compliance, and failure to do so may result in termination of funding or repayment of grant funds.

This is a summary. Review the full sample Participant Agreement for all terms.

Otsego County Vacant Rental Program Participant Agreement

This Agreement is made effective as of the _____ day of _____, _____, by and between Otsego Rural Housing Assistance, Inc. ("ORHA"), with an office at 709 County Highway 33, Cooperstown, NY 13326, and _____ ("Owner"), residing at or having a principal place of business at _____.

WITNESSETH:

WHEREAS, ORHA 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, ORHA 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 ORHA; and

NOW, THEREFORE, ORHA 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 ORHA approval.

2. Owner's Representations.

The Owner hereby expressly represents that:

(a) 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 Participant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

(b) 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 scope of work at the premises is classified as a substantial improvement under 6 NYCRR Part 502, Floodplain Management Criteria for State Projects.

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3. **Project Costs.**

a) 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 ORHA. ORHA will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, the award amount will be based on the amount of the lowest bid, and the Owner will be responsible for providing funds for the remainder.

b) The Owner will enter into a contract with the selected contractor(s). The contract will be in a form prescribed by ORHA.

c) Eligible contractors shall be those selected from any list maintained by ORHA, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.

d) Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. ORHA, State of New York, **and** the Housing Trust Fund Corporation must be listed as additional insured.

e) Owners and/or family members shall not be involved in the bidding process.

f) ORHA agrees to pay the hired contractor(s) directly 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 ORHA.

g) The maximum amount of Program funds to be provided to the Owner is *VRP Award Amount*.

4. **Reimbursement.**

a) Funds will be disbursed only after costs are incurred, documented, and approved by the Participant, ORHA and HTFC.

b) A final disbursement shall not be paid pursuant to this agreement until a final inspection of the work has been completed by ORHA, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.

c) 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 ORHA to maintain effective internal controls. Cash payments will not be reimbursed.

d) The payment of any amount(s) due and payable by the HTFC through ORHA to the hired contractor, as a reimbursement pursuant to this Participant 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. **Program Signage**

The Owner agrees to display a sign provided by ORHA at the assisted property indicating that the project is funded by New York Vacant Rental Program for the duration of the project and for 60 days after completion of the project. The sign must be installed in accordance with all laws and codes having jurisdiction, in a prominent

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location secure from vandalism. The sign must be maintained plumb, level, and in good condition for the duration of posting.

6. Inspection of Work: Unsatisfactory Work.

The Owner agrees that ORHA 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 ORHA 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 ORHA 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 ORHA shall have the right to cancel this Participant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

7. Regulatory Period.

a) 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. Income will be calculated and verified by ORHA; the Owner is responsible for facilitating this process when leasing the unit to a new tenant. Annual Rent Limits will be communicated by ORHA to the Property Owner on an annual basis.

b) 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.

c) The Owner of a property improved under the Program ("Assisted Property") will be required to execute a Declaration of Interest in the Property ("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 Participant 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 ORHA shall have the right, pursuant to its agreement with the HTFC, to

SAMPLE

inspect the Assisted Property to monitor the Owner's compliance with this requirement.

d) The Declaration is expressly subject and subordinate to any primary mortgage given by the Owner for the property, whether or not such mortgage is recorded prior to the date of the Declaration. Subordination for purposes other than a primary mortgage requires approval by ORHA. ORHA will consider the risk to the investment of VRP program funds and any applicable special circumstances when reviewing subordination requests. Failure to comply with any of the above requirements could result in recapture/repayment of Grant funds.

e) 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 Participant 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 Participant Agreement and the Declaration. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner.

8. Reports and Access to Records.

During the Term and the Regulatory Period, ORHA will require periodic inspection and annual 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 ORHA with reports or records in such form, content and frequency as required by ORHA and the HTFC.

9. Termination.

In the event the Program or ORHA 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, ORHA may terminate its obligation(s) hereunder to the Owner by reimbursing the hired contractor for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, ORHA shall be released and discharged from any further claim on behalf of the Owner pursuant to this Participant Agreement. Any remaining funds of the Owner held by ORHA shall be released and discharged from any further claim on behalf of the Owner, and returned to the HTFC.

10. Compliance with Local Laws and Codes.

Any contract or agreement to be executed relative to the work contemplated by this Participant 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. The Owner shall cooperate with ORHA to ensure that all permits required for the performance of

SAMPLE

the work are secured and may, at ORHA's discretion, be required to pay the fees or charges for such permits.

11. Notice of Investigation or Default.

The Owner shall notify ORHA 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, ORHA 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.

12. Default.

(a) If an Event of Default as defined below shall occur, all obligations on the part of ORHA to make any further payment of Program funds shall, if ORHA so elects, terminate and ORHA may, in its discretion, exercise any of the remedies set forth herein; provided, however, that ORHA 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 ORHA, 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 ORHA;
(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, ORHA 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 ORHA 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 ORHA 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 ORHA for any reason, or upon the closeout of the Program, ORHA shall have no further liability or obligation under

SAMPLE

this Agreement; provided, however, that nothing herein is intended to relieve ORHA of its obligation to pay for services properly performed by the hired contractor(s) prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to ORHA 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. ORHA 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.

13. Indemnification.

Any contract or agreement to be executed in furtherance of this Participant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, ORHA, 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.

14. Assignment.

The Owner shall not assign this Participant Agreement without the prior written consent of ORHA and any such request for assignment of said Participant Agreement must be addressed to ORHA, PO Box 189, Milford, NY 13807.

15. Waiver of Liability.

Nothing in this Agreement nor any act of ORHA, 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 Participant Agreement, and the Owner hereby expressly waives any such claim.

16. Photograph Release.

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

17. 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 ORHA.

18. 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.

19. Disputes.

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

SAMPLE

20. Acknowledgements

The Owner hereby acknowledges the following:

a) The Owner has the right to select the eligible tenants for assisted units;
b) 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;
c) 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
d) The Owner will advertise available units in according with Fair Housing Laws and understands that ORHA reserves the right to advertise assisted units in any lawful manner it chooses, including to local housing agencies and authorities.

21. 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 *(completed after application)*
Attachment B – Dispute Resolution Policy *(see attached)*
Attachment C – Draft Declaration of Interest *(see attached)*
Attachment D – Photograph Release Form *(see attached)*
Attachment E – Local Management Agreement *(see attached – included only when applicable)*

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

Otsego Rural Housing Assistance, Inc.	**Owner**
Signature → _____	Signature →_____
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SAMPLE

ATTACHMENT B:
Otsego County VRP Dispute Resolution Plan

Disputes between program participants and contractors may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, this VRP dispute resolution procedure will be followed.

A. Disputes Covered

This process applies to disputes between participants and contractors in the Otsego County VRP arising from the Participant Agreement, contract, or any written agreement related to the program.

Typical disputes may include:

- Delays in construction beyond agreed schedules
- Contractor's failure to start or complete work within the agreed timeline
- Workmanship that does meet quality and/or compliance standards
- Failure to adhere to local building codes and regulations
- Structural or safety issues resulting from a contractor's work
- Claims that certain work performed falls outside the agreed scope of work
- Disagreements over materials, labor, or additional work
- Either party failing to meet contractual obligations (e.g., contractor not completing work, participant not providing access to property)
- Disagreements over whether work is satisfactorily completed
- Discrepancies in invoicing and approved project costs

Only disputes arising prior to the issuing of a property owner's final approval and ORHA's final payment to the contractor are covered by this plan. After a property owner has signed the Project Completion Form, ORHA is no longer obligated to mediate between parties regarding any subsequent disputes.

B. Notification

1. Written Notice

A party with a complaint must submit a formal, written notice to begin the dispute resolution process. Said notice should include, at minimum:

- The date the issue was identified
- A detailed description of the issue
- Any relevant documents or photos
- Records of previous communication attempts to resolve the issue, if applicable
- The complainant's requested resolution

2. Notice Timing

The required written notice must be submitted to ORHA within 5 business days of identifying the issue. Participants must provide notice of any complaint regarding a contractor **prior** to signing the Project Completion Form.

3. Acknowledgment

SAMPLE

ORHA will acknowledge receipt of the complainant's written notice within 5 business days of receiving it. ORHA will also review the dispute and, if necessary, request any additional documentation or information from the complainant. ORHA may also request information/documentation from other parties.

C. Resolution Process

1. Informal Resolution

ORHA will attempt to mediate an informal resolution within 10 business days of acknowledging the dispute. Program staff will meet with or otherwise facilitate direct communication between both parties and clarify applicable agreement terms. If corrective action is needed, ORHA will assist with developing a plan.

If an agreement can be reached, ORHA will document the resolution in writing. Both parties must sign this agreement, and it will be maintained in project files.

2. Investigation

If informal resolution does not result in an agreement, ORHA will collect additional information to assist in mediation. This includes conducting a site inspection when applicable and interviewing all parties. Inspections will be documented with photos/videos, and interviews will be documented with notes.

ORHA will attempt to complete investigation within 15 business days of the failed informal resolution. Any delays will be documented.

Findings from ORHA's investigation will be compared with relevant agreements, including the accepted project scope of work, program guidelines, and any other applicable requirements (e.g., local codes).

ORHA will document its findings and attempt to negotiate an agreed-upon resolution. If the parties come to an agreement, it will be documented in writing, signed by both parties, and stored in project files.

3. Formal Mediation

If an agreement has not been reached following investigation, ORHA will schedule a formal meeting with all parties, within 10 business days of a failure to negotiate a resolution based on ORHA's investigation. ORHA or a neutral third-party mediator will moderate. If a third-party is used as the mediator, ORHA will provide them with all existing records related to the dispute resolution process, the project file, and any other pertinent information, such as program requirements.

Both parties will be asked to present their claim, including any documentation or witness to support it, and their proposed resolution. All involved parties have the right to be accompanied by an attorney or other authorized representative.

ORHA or the third-party mediator will attempt to negotiate a fair resolution. If successful, the agreement is documented and signed.

4. ORHA Determination

If formal mediation fails, ORHA will perform a final review of all evidence and issue its determination.

Within 30 business days of a failed mediation, ORHA will provide the parties with a binding resolution that will include the steps ORHA has deemed appropriate for resolving the issue. This may include recommendations for legal action, if needed.

This final determination is binding, unless overturned by NYS Homes and Community Renewal (HCR).

SAMPLE

If parties disagree with ORHA's final determination, they must notify ORHA, in writing, within 10 business days of ORHA issuing its determination so that the matter can be escalated to HCR.

D. Notification of HCR

If the dispute cannot be resolved, ORHA will notify HCR according to program guidelines. ORHA will provide OCR with all relevant documentation, ORHA's final determination, and ORHA's recommended course of action.

HCR's final decision, once given, is binding.

E. Resolutions

1. Contractor Fault
If a contractor is at fault, acceptable remedies for the issue will be guided by the contract between the homeowner and the contractor.

If ORHA determines that a contractor's work is substandard or incomplete, the contractor will be required to correct issues at their expense. However, ORHA *may* choose, at its sole discretion, to cover expenses instead in extremely limited circumstances, such as:

- The contractor has gone out of business
- If the contractor cannot or will not correct the issue(s), and either a) legal action is likely to cost more than repairs or b) there are safety risks that require immediate correction
- If poor-quality work is due to faulty materials, not contractor negligence

2. Participant Fault
If the participant is at fault, they may be required to approve the completed work, make certain payments, or otherwise correct the issue at the heart of the dispute. The Participant Agreement and the contract between the participant and the contractor will guide determining acceptable courses of action.

F. Compliance & Enforcement

If either party refuses to participate in the process or comply with any agreed-upon resolution, ORHA may take appropriate action.

For contractors, appropriate action includes withholding payment, removal from the approved bidder list for VRP and other ORHA programs, and legal action.

For participants, appropriate action includes terminating the Participant Agreement and recapture of grant funds. If necessary, legal action may be taken to recover grant funds.

G. Documentation & Record-Keeping

ORHA will maintain detailed records of all steps in the dispute resolution process. This includes all mediation efforts, correspondence and communications, supporting documentation, inspection reports/photos, interview and mediation notes, ORHA determinations, and all proposed and final resolution agreements.

Records will be stored in project files and retained according to VRP requirements.

SAMPLE

H. Summary of Timeline

Step	Timeline
Dispute Notice	Within 5 business days of issue being identified
ORHA Acknowledges Receipt	Within 5 business days of receipt of dispute notice
Informal Resolution	Within 10 business days of acknowledgment
Investigation (Complete)	Within 15 business days of failed informal resolution
Formal Mediation	Within 10 business days of failed investigation
ORHA Final Determination	Within 30 business days of failed formal mediation
Request for Escalation to HCR	Within 10 business days of ORHA final determination

I. Post-Project Disputes

As stated in Section A, complaints regarding a rehabilitation contractor must be made **prior** to an owner signing the Project Completion Form.

Once a property owner signs the project completion form and ORHA issues final payment, ORHA's obligation to resolve disputes regarding quality of workmanship or warranty issues between a property owner and a contractor ends.

If such problems arise after project completion and owner approval, the property owner must engage with the contractor directly to resolve the issue. ORHA may, upon request, assist in a limited capacity by providing contractor contact information, project records, other information about the project/program, or resources available for navigating disputes. Any advice or information provided by ORHA in this capacity cannot be considered as legal advice.

SAMPLE

Otsego County Vacant Rental Program (VRP): Declaration of Interest Requirements

If your property is chosen for the Otsego County VRP, you must execute a Declaration of Interest in Property (DOI) with Otsego Rural Housing Assistance, Inc. (ORHA), which will be filed with the Otsego County Clerk.

You should read this document carefully and be sure that you will be able to comply with all requirements. Failure to comply with the DOI may result in enforcement action, including requiring full repayment of grant assistance.

Key Terms of the DOI

The property will be subject to a 10-year "Regulatory Period" that begins the date the DOI is executed. During those 10 years, you must meet the following requirements:

1. The assisted unit(s) will be used as housing.
2. You will maintain the property and the assisted unit(s) in good operating order and condition.
3. You must comply with restrictions on sale or transfer of the property.
4. You will only rent to tenants who are income-eligible when they first move in, as verified by ORHA's income calculations.
5. You will not charge more than the maximum monthly rent that ORHA communicates to you.
6. The assisted unit(s) will **not** be used as a short-term rental, including as a vacation or seasonal rental.
7. Tenant leases will be for a minimum of 12 months. (After the initial lease term, you may write the lease so that the tenant can break the lease with one month's notice, if you wish. But you cannot give yourself that flexibility, only the tenant.)
8. If the assisted unit(s) become vacant, you will make good faith efforts to market the unit(s) for lease to new, income-eligible tenants.

Recording the DOI

The DOI will be recorded with the Otsego County Clerk. It is not a mortgage, but it is a lien that will cloud the property's title.

The DOI will be executed with the Participant Agreement, but ORHA will not record it until after the project is complete. If actual project costs are different from the amount on the DOI, ORHA will update the DOI so that it accurately includes the total project cost. The original execution date will be preserved.

Recording the DOI means that:

- The program requirements run with the property and will remain in effect for the full Regulatory Period.
- If the property is sold or transferred, the new owners must assume all program obligations by signing an Affirmation.
- If the new owner doesn't assume these obligations, the full grant funds may need to be repaid.

Important Notice to Owners

Owners are strongly encouraged to fully review the sample DOI and its requirements before applying. Failure to comply with the DOI may result in enforcement action, including requiring full repayment of grant assistance.

The New York State VRP, and therefore the Otsego County VRP, **does not accept** requests to voluntarily leave the program early by repaying the grant funds to release the lien.

Accepting an Otsego County VRP award is a 10-year commitment.

This document is a summary. Review the full sample Declaration of Interest for all terms.

ATTACHMENT C:
NEW YORK STATE HOUSING TRUST FUND CORPORATION
VACANT RENTAL PROGRAM
DECLARATION OF INTEREST IN PROPERTY

PROGRAM FUNDS GRANTED BY Otsego Rural Housing Assistance, Inc. to:
PROPERTY OWNER(S): Owner(s)
PROPERTY ADDRESS**: <<PROPERTY STREET ADDRESS>>**
COUNTY: **Otsego**
SECTION/BLOCK/LOT: **<<SBL>>**
AMOUNT OF GRANT ASSISTANCE: **<<$AMOUNT>>**
REGULATORY PERIOD: Ten (10) Years
OF UNITS ASSISTED THROUGH STANDARD AWARD: **{Enter number of units}**
IDENTIFY STANDARD AWARD ASSISTED UNITS: **{Enter unit numbers or other identification}**
OF UNITS ASSISTED THROUGH ENHANCED AWARD: **{Enter number of units}**
IDENTIFY ENHANCED AWARD ASSISTED UNITS: **{Enter unit numbers or other identification}**

This Declaration, made and executed this _____ day of _____, **<<YEAR>>**, is given to the Otsego Rural Housing Assistance, Inc. ("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;

SAMPLE

- 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 primary mortgage given by the Owner for the property, whether or not such mortgage is recorded prior to the date of this Declaration. For the duration of the Regulatory Period, subordination of the Declaration for purposes other than a primary mortgage requires written consent of Otsego Rural Housing Assistance, Inc.

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.

SAMPLE

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

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

SAMPLE

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

Otsego Rural Housing Assistance, Inc.

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

SAMPLE

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

Exhibit A

Legal Description

SAMPLE

ATTACHMENT D:

Project Photo Release Form

A. Property/Business Photo Release

I, _____ (print name), give to the New York State Housing Trust Fund Corporation ("HTFC"), NYS Homes & Community Renewal, and Otsego Rural Housing Assistance, Inc. ("ORHA"), the unrestricted right to use, for any lawful purpose, any photographs taken of the property or business (circle one) listed below, which I own and/or for which I have the authority to grant such permission, and to use my name in connection therewith if it so chooses.

I release and discharge HTFC and ORHA from any and all claims or causes of action arising from the use of such photographs, including, without limitation, claims for libel or invasion of privacy.

I am eighteen years of age or older. I have read this release and understand its contents. This release is binding upon me, my heirs, successors, and assigns.

Property Street Address _____

_____

Business Name (if applicable) _____

Signature _____

Date _____

Project Name _____

Project Number _____

Complete Model Photo Release on Page 2 if a person appears in photo(s)

SAMPLE

B. Model Photo Release

(to be completed if photograph(s) includes a person. A model release is required for each individual in photograph)

I, _____ (print subject's name), give to the New York State Housing Trust Fund Corporation ("HTFC"), NYS Homes & Community Renewal, and Otsego Rural Housing Assistance, Inc. ("ORHA") the unrestricted right to use, for any lawful purpose, any photographs taken of me by_____ (enter ORHA or HTFC), and to use my name in connection therewith if it so chooses.

Select One:

☐ I am eighteen years of age or older

☐ This release is for a minor under eighteen years of age (consent must be completed below)

Signature _____

Date _____

Consent (if applicable)

I am the parent or guardian of the minor named above and have the legal authority to execute this release, which I have read and fully understand. This release is binding upon me and my heirs.

Signature _____

Date _____

SAMPLE

ATTACHMENT E:
Local Management Agreement

The Owner agrees to the following additional terms of the Program, which were a condition of their priority scoring that determined their selection for an award:

1. For the purposes of this Attachment, the following definitions apply:
    a. The term “local” refers to location within Otsego County or any of the six neighboring New York counties.
        i. For individuals, including property owners regardless of ownership structure, location is determined by the address of a person’s primary residence.
        ii. For property management businesses, location is determined by the address of their place of business.
    b. The term “property manager” refers to a business or individual that assists property owners with management of their Otsego County properties.

2. The Owner has been selected for an award based on their stated intent to work with a local property manager to assist with management of the assisted property and its units.

3. The Owner has identified a qualified local person or business to serve as the local property manager. If the Owner has not already entered into an agreement with this entity, they are prepared to do so and will have secured an agreement by the completion of the project.

4. The Owner must continue to maintain a working relationship with a local property manager throughout the Regulatory Period.

5. The Owner is not required to maintain a working relationship with the same property manager throughout the Regulatory Period. The Owner may, for any reason, enter into an agreement with another qualified local property manager. If such a change occurs, the Owner will notify ORHA within thirty (30) days of the change.

6. If the Owner personally moves such that their primary residence is now located within Otsego County or any of its six neighboring counties, the Owner may request that ORHA approve the Owner to act as their own local property manager. The Owner must notify ORHA of the change in residence, provide verification of local residence, and satisfy ORHA that they will be able to fulfill the duties of a property manager. If approved, ORHA will provide written notice that the Owner may act as the local property manager so long as they continue to live in the local area.

SAMPLE

Vacant Rental Program (V-RIP)

Property Owner Frequently Asked Questions

Updated 1.6.25

The following questions and answers are intended to assist property owners that are interested in participating in the Vacant Rental Program. Please note that your Local Program Administrator can provide additional details and answer your questions about the program (see answer for question 1 for link to list of Local Program Administrators).

1) How can I receive assistance for my property?

The Vacant Rental Program is administered by nonprofit organizations and local governments across the state. Interested property owners should contact the appropriate local program administrator that covers the area in which the property is located. A full list of providers and their service areas is available online at https://hcr.ny.gov/vrp. Please note that property owners cannot apply for assistance through the NYS Office of Community Renewal.

2) Is my property eligible?

The following guidelines apply to property eligibility:

- The property must be located in an area with a local service provider
- The property must not have more than five (5) units currently or post-completion
- The property must not be in foreclosure
- The completed project must be legally permissible at the time grant funds are formally committed to a property owner
- The property must have eligible vacant units or spaces (see following question)

3) What units in my property are eligible?

Existing vacant rental units or existing vacant buildings and units that will be converted to restricted rental units. The following are examples of eligible units by property type:

- Multi-family Property Units: Vacant units in multi-family properties (5 units or fewer) are eligible.

- Single-Family Property Units: Vacant single-family homes are eligible if it will be used as a long-term rental. Vacant single-family homes may also be converted to rental properties of up to five (5) units. Occupied single-family homes are generally ineligible unless the home includes a separate legal and eligible vacant housing unit such as an “in-law apartment.”

- Non-residential Properties: Vacant non-residential properties are eligible for conversion to up to five rental units, if allowable by code.

- Mixed-use Properties: Vacant units in mixed-use properties are eligible.

4) How is vacancy determined?

A unit is generally considered vacant if it is unoccupied or not legally rented at the time grant funds are committed because the unit is in uninhabitable or unmarketable condition (as determined by the LPA). There is no minimum time period that a unit must be vacant for.

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.

Unmarketable: means that the unit may be legally occupiable but does not meet what would be reasonably considered acceptable conditions for decent and quality housing. Examples may include peeling paint, stained carpets, damaged ceilings, etc.

The Local Program Administrator will determine if a unit is uninhabitable or unmarketable and may establish additional criteria for making such determinations. The Local Program Administrator makes the final determination regarding vacancy and unit/property eligibility.

5) Can I relocate a tenant out of a unit to rehabilitate the unit?

No, an existing tenant cannot be relocated, evicted, or otherwise displaced for the purposes of receiving program funds based on vacancy status, including instances of voluntary displacement by the tenant. The Local Program Administrator will conduct an inspection to verify vacancy and a signed attestation from the property owner will be required.

6) What types of property owners may participate?

All participants must be the intended ongoing property owner for the duration of the 10-year regulatory period. Property owners must be legally able to participate, which means being able to execute the Participant Agreement and Declaration of Interest in the Property.

Examples of eligible property owners include:

- Private individual(s)
- Certain Business Entities (e.g., LLCs)
  - Business entities are required to disclose all principals and provide a copy of their operating agreement. Personal guarantees are required from all principals.
- Not-for-profit Organizations
  - Not-for-profit organizations that will retain long term ownership and management of the rental units may be eligible to participate.
- Public or Quasi-Public Entities

7) What is the "Responsible Owner" Requirement?

Property owners must be determined by the Local Program Administrator to be a "Responsible Owner" to be eligible for participation as part of the application process. Each Local Program Administrator will establish criteria for this determination. Generally, it is expected that property owners will need to meet the following requirements at a minimum:

- Disclose all properties under their ownership and control
- Not in bankruptcy or foreclosure
- No outstanding federal, state, local liens on property
- Compliant with any previous loan/grant programs
- Not under current investigation by: Dept. of Health, EPA, HUD, state agency or local government for law or regulation violation
- Must be current on mortgage payments, property taxes, and utilities
- Has current comprehensive property insurance policy

8) Will certain properties or owners be prioritized?

Yes, at a minimum, owners that live locally will be prioritized as well as owners with smaller real estate portfolios. Local Program Administrators may adopt additional prioritization criteria and can advise of any such additional criteria.

9) How much assistance can I receive through the program?

Property owners can choose from one of two grant award options as shown below. The Enhanced Award provides an incentive for renting to households at or under the 60% of Area Median Income level, which also includes a lower allowable rent limit that can be charged to tenants.

	Standard Award	**Enhanced Award**
Award Limit	$50,000 per Unit	$75,000 per Unit
Maximum Award (for 5 Units)	$250,000	$375,000
Tenant Household Income Limit	80% Area Median Income	60% Area Median Income

The per unit award calculation is based on the number of eligible vacant units that will be rehabilitated and subject to the 10-year Regulatory Period affordability requirements.

10) Do I have to cover part of the cost?

No, there is no match or contribution requirement for property owners to be eligible to participate. However, if the grant award is not sufficient to cover the full cost of rehabilitation, a property owner will be required to demonstrate an acceptable plan for completing the full rehabilitation project, which may include evidence of available/committed funds.

11) What can the funds be used for?

Generally, any rehabilitation activities necessary to turn vacant units in habitable and marketable rental units are eligible. Funds may also be used for certain fixtures if necessary for rental and occupancy of the unit. Site work is generally not eligible except in specific circumstances. Local Program Administrators can advise you on the eligibility of proposed activities.

12) Can I do the work myself?

No, a property owner cannot serve as their own contractor for a VRP project. The program requires that a bid process is used to solicit bids and select a contractor to ensure the process is free from conflicts of interest.

13) Can I pick the contractor that does the work?

The Local Program Administrator is responsible for managing the bidding process. A property owner may select the contractors that are solicited for bids. Note that there are minority and women-owned business (MWBE) requirements for the bidding process that will still need to be followed. The lowest responsible bidder must be selected; however, a a property owner may choose another bidder, but VRP assistance will be based on the lowest responsible bid amount (i.e., the property owner will be responsible for the cost difference).

14) How long does it take to be notified about the status of my application?

The Local Program Administrator will notify a property owner of the status of their application within 30 days of a complete application being submitted. Additional site inspections and verifications may occur after the initial notification.

15) What are the affordability restrictions that will be placed on the units that I rehabilitate?

There are two types of affordability restrictions that will be placed on units that are rehabilitated with VRP funds:

- Tenant Income Limit: The tenant's household income may not exceed either 60% or 80% of the Area Median Income. The Local Program Administrator will assist property owners in meeting this requirement.

- Maximum Rent Limit: There is a maximum monthly rent that can be charged to tenants occupying an assisted unit. See below for additional information on how this is determined.

16) How is the maximum rent limit I can charge tenants determined?

The Local Program Administrator will advise you of the current maximum rent limit for your specific unit(s).

The maximum rent is based on the award type, tenant-paid utilities, and unit size. The rent limit is not based on the tenant.

The maximum rent an owner can charge is based on the Area Median Income (AMI) income threshold of either 80% AMI or 60% AMI, depending on the award option selected by the property owner (Standard or Enhanced).

AMI levels are based on published annual Department of Housing and Urban Development (HUD) income limits based on household size.

The rent limit, based on AMI, is determined using the Novogradac Rent & Income Limit Calculator© found at https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator

The rent limit is then adjusted by the Local Program Administrator based on the utilities that are paid by the tenant.

17) How are eligible tenants selected for the units?

Property owners may select their own tenants for selected units. All Fair Housing Laws must be adhered to when selecting tenants.

Local Program Administrators may assist property owners in identifying and selecting eligible tenants.

Income verification procedures will be established by the Local Program Administrator.

18) What if an eligible tenant can't be found?

If an eligible tenant cannot be found, the owner may submit a waiver request to the Local Program Administrator, which must also be approved by the NYS Office of Community Renewal. A waiver will only be considered if all reasonable avenues to finding a tenant have been exhausted.

19) Is there a minimum lease length?

Yes, tenant leases must be a minimum of 12 months. Under no circumstances may an assisted unit be used as a Short Term Rental (STR).

20) How long are the restrictions in place for?

Property owners that participate in the program agree to abide by the restrictions for a period of ten (10) years (the "Regulatory Period"). Program obligations are agreed to in a Participant Agreement that the property owner executes with the Local Program Administrator as well as a Declaration of Interest in the Property that is filed with the County Clerk.

21) What are my obligations over the Regulatory Period?

Property owners agree to the following for the duration of the Regulatory Period when participating in the VRP program:

- Maintain ownership of the property
- Rent any assisted units to income qualified tenants
- Charge at or below the maximum rent limit
- Maintain units and the property in good condition
- Allow site inspections by the Local Program Administrator
- Complete an annual re-certification form to verify ongoing compliance with program regulations

Property owner obligations are established through a Participant Agreement with the Local Program Administrator and through a Declaration of Interest in the Property that is

filed with the County Clerk. Copies of these documents are available on the VRP website: https://hcr.ny.gov/vrp

Non-compliance with the program regulations may result in the full recapture of grant funds from the property owner.

22) What if I want to sell or transfer the property?

Participation in VRP should be considered a 10-year commitment. However, recognizing that circumstances can change, sale or transfer of the property will be allowed subject to the following:

- Property owner must notify Local Program Administrator of intent to sell property
- The presence of VRP program restrictions and obligations must be disclosed to prospective purchasers
- The new owner must execute an Affirmation assuming the regulatory requirements and responsibilities of the Vacant Rental Program for the remainder of the Regulatory Period
- The Property Owner must receive permission to sell the property from the Local Program Administrator and the NYS Office of Community Renewal.

23) What if I no longer wish to participate in the program?

Participation in the Vacant Rental Program is a 10-year commitment. **A participating property owner may not exit the program by repaying the grant assistance**. The Declaration of Interest in the Property will not be released prior to the completion of the 10-year Regulatory Period. A property owner has the option to sell or transfer the property to a new owner that is willing to assume the responsibilities of the program.