



LONG ISLAND HOUSING PARTNERSHIP, INC.

**PROGRAM GUIDELINES  
HERITAGE SPY RING GOLF CLUB AFFORDABLE SENIOR RENTAL HOUSING  
PROGRAM  
FIRST-COME FIRST-SERVED**

**PLEASE READ CAREFULLY  
Effective July 1, 2023 to June 30, 2024**

The Long Island Housing Partnership (LIHP), in cooperation with Heatherwood Golf and Villas LLC (the “Owner”) and the Town of Brookhaven, is pleased to announce that it is accepting Waitlist Intake Forms for affordable senior “over 55” rental units (the “Affordable Units”) in East Setauket, New York. The Affordable Units are part of a larger rental complex containing 200 units known as “Heritage Spy Ring Golf Club.”

LIHP is responsible for administering the program qualification process for the Affordable Units on behalf of the Owner. Set forth herein are the Program Guidelines with respect to eligibility for the units. LIHP strictly complies with these Program Guidelines and applicants are urged to read them thoroughly. Documentation will be reviewed for compliance and completeness. LIHP staff is available to assist with the process, address questions or provide any assistance regarding eligibility. Final eligibility for tenancy is the determination of the Owner and not LIHP. If you have any questions regarding any of the Program Guidelines, or need any assistance including language assistance such as translation and/or oral interpretation services, please email LIHP at [info@lihp.org](mailto:info@lihp.org) before applying. Employees of LIHP and their immediate family members are precluded from participating in the program.

**LIHP IS NEITHER THE OWNER, MANAGER OR LEASING AGENT. LIHP’S LIMITED ROLE WILL BE TO INCOME QUALIFY POTENTIAL APPLICANTS. ANY REQUEST FOR A REASONABLE ACCOMMODATION REGARDING ANY UNIT MUST BE CONVEYED TO AND PROCESSED BY THE OWNER/MANAGER.**

**SUBMISSION OF REQUIRED DOCUMENTATION OR DETERMINATION OF INCOME ELIGIBILITY DOES NOT GUARANTEE ELIGIBILITY FOR A UNIT.**

**HERITAGE SPY RING GOLF CLUB RENTAL PROGRAM**

Heritage Spy Ring Golf Club is focused on luxury lifestyle and amenities and will be surrounded by a 9-hole public golf course. The community offers amenities such as a clubhouse, indoor fitness center, pool, bocce ball, tennis and picketball courts and an outdoor cucina. It is a smoke-free facility.



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**MAXIMUM & MINIMUM INCOME GUIDELINES**

The estimated 2023 income limits are as follows:

**80% AMI**

**1 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$86,200	\$44,136
2	\$98,500	\$44,136
3	\$110,800	\$44,136

**2 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$86,200	\$52,656
2	\$98,500	\$52,656
3	\$110,800	\$52,656
4	\$123,100	\$52,656
5	\$132,950	\$52,656

**120% AMI**

**1 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,300	\$45,336
2	\$150,050	\$45,336
3	\$168,800	\$45,336

**2 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,300	\$53,856
2	\$150,050	\$53,856
3	\$168,800	\$53,856
4	\$187,550	\$53,856
5	\$202,550	\$53,856

**3 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,300	\$92,976
2	\$150,050	\$92,976
3	\$168,800	\$92,976
4	\$187,550	\$92,976
5	\$202,550	\$92,976
6	\$217,550	\$92,976
7	\$232,550	\$92,976

\*Includes all income – wages, salary, overtime, bonuses, pensions, social security, 401K distributions, tips, etc. Your gross income cannot exceed the maximum annual income for your household size. The limits above are based on the 2023 HUD “uncapped” income limits. Income limits are subject to confirmation and adjustment by HUD and may be adjusted for rounding. Income limits are also adjusted annually.



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\*\*Minimum income guidelines do not apply to those applicants with an approved rental assistance subsidy. Minimum incomes are set exclusively by the Owner and may not apply if sufficient liquid assets or other mitigating factors and/or guarantees are available as determined and approved solely by the owner. If the Owner requires a guaranty, please be advised that the Owner may independently verify the income and credit/background of the guarantor and make a determination whether it is acceptable. The determination as to whether to the guarantor meets the income and credit/background requirements and whether to accept the guaranty is the sole and exclusive determination of the Owner and LIHP has no authority to review, accept or reject a guarantor. The Owner will determine whether to accept or decline the guarantor and will notify LIHP who will then notify the applicant. Minimum incomes are based on 2x the gross rent (before the utility allowance).

**Age-Restricted Occupancy Requirement**

Occupancy of a unit is limited to persons who are fifty-five (55) years of age or over, with the following exceptions:

- (a) A husband or wife under the age of fifty-five (55) years who is residing with his or her spouse who is fifty-five (55) years of age or over.
- (b) Children and grandchildren residing with their parents or grandparents where one of said parents or grandparents with whom the child or children or grandchild or grandchildren is/are residing is fifty-five (55) years of age or older, provided that said child or children or grandchild or grandchildren are over the age of 19.
- (c) Adults under fifty-five (55) years of age may be admitted as permanent residents if it is established to the satisfaction of the Town Board that the presence of such person is essential for the physical care and economic support of the eligible older persons. This decision is not within the discretion of the Owner or LIHP. The ordinance does not set forth any criteria time frame or procedures for determination by the Town Board as to whether a person will qualify to reside in a home because he or she is essential to the physical care or economic support of the eligible older person

Proof of age (license, ID card etc.) is required

**RENTS**

Pursuant to Owner/municipal requirements, the initial rents for each unit are set forth below and include a utility allowance. Rents are adjusted annually and rents are subject to increase accordingly. Tenants are responsible for paying all utilities. The initial rents are set as follows:

<b>80% AMI:</b>	<b>120% AMI:</b>
1 Bedroom: \$1,839	1 Bedroom: \$1,889
2 Bedroom: \$ 2,194	2 Bedroom: \$2,244
	3 Bedroom: \$3,874

**ANNUAL RECERTIFICATION**

The maximum household income requirements are adjusted annually by HUD. Recertification of income will be required annually to remain eligible for the Program and to preserve the units as affordable for occupants who meet the income guidelines. Occupants of the Affordable Units whose income exceeds the maximum amount will no longer be eligible for the Program and will be required to vacate.



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**FEES**

Additional fees may be imposed by the Owner for such items as a security deposit, credit and background assessments, trash collection, pets, parking, water, renter’s insurance, or other items. The fees are set exclusively by the Owner and are subject to change by the Owner without notice.

**CREDIT/MINIMUM INCOME/ BACKGROUND CHECK**

The Owner, and/or its agents, will conduct a credit/minimum income and background check on applicants and applicants must meet the Owner requirements. Any determination with respect to credit/minimum income/background rests solely with the Owner and LIHP has no responsibility for such assessments or determinations.

**OCCUPANCY/UNIT SELECTION**

Unit selection and occupancy requirements are established solely by the Owner and eligible applicants must work directly with the Owner to select a unit. Any determination with respect to available units or occupancy restrictions rests solely with the Owner and LIHP has no responsibility for such assessments or determinations.

**PETS**

The complex is a pet friendly community; however, certain restrictions apply as determined solely by the Owner. Additional fees may apply as stated on the Fee Schedule as provided by the Owner. Service and/or assistance animals are not subject to the pet policy.

**ELIGIBILITY PROCESS**

All applicants will be ranked and considered for the program through the use of a Lottery and not on a first-come, first-served basis unless the number of applications received during the initial Lottery Intake Form period is less than the total number of units available. Eligibility for the Program involves a **five-step process**.

- STEP 1:** Applicant submits a **First-Come First-Served Waitlist Intake Form to LIHP**
- STEP 2:** Once your ranking number is reached, Applicant submits an Application for Residency directly to the Owner
- STEP 3:** Owner conducts a credit/minimum income/background review
- STEP 4:** If approved by Owner, applicant submits a Formal Program Application, together with required documentation, to LIHP
- STEP 5:** LIHP assesses Program eligibility and, if eligible, applicant works directly with Owner for lease-up

**FIRST-COME FIRST-SERVED WAITLIST INTAKE FORM**

**Waitlist Intake Forms** are available through LIHP’s website at [www.lihp.org/rentals.html](http://www.lihp.org/rentals.html) or by calling LIHP at (631) 435-4710. **Waitlist Intake Forms** can be completed and submitted online at [www.lihp.org/rentals.html](http://www.lihp.org/rentals.html) or may be hand-delivered or mailed to LIHP’s office located at 180 Oser Avenue, Suite 800, Hauppauge, NY 11788. **DO NOT FAX OR EMAIL THE WAITLIST INTAKE FORM.**



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Only one **Waitlist Intake Form** is allowed per household.

**SUBMISSION OF REQUIRED DOCUMENTATION OR DETERMINATION OF INCOME ELIGIBILITY DOES NOT GUARANTEE ELIGIBILITY FOR A UNIT.**

### **APPLICATION FOR RESIDENCY & CREDIT/MINIMUM INCOME/BACKGROUND REVIEW**

Once your ranking number is reached, LIHP will forward the Ranked Waitlist to the Owner and/or its agents. The Owner will then contact applicants in the order ranked providing information on how to submit the Application for Residency to the Owner. The Owner may impose a fee for the credit/background check which, if required, must be submitted with the Application for Residency. The Application for Residency must be received by Owner within ten (10) business days or the applicant's name will be removed from the Ranked Waitlist. Once an Application for Residency is received by Owner, the Owner will conduct a credit, minimum income and background assessment on the household. Applicants will be reviewed in the order they are ranked on the Ranked Waitlist. The credit/minimum income/background checks, and any fee, are performed and required solely by the Owner and/or its agents based upon their internal requirements for tenant occupancy and LIHP is not responsible for the conduct or results of such review. The Owner and/or its agents will advise the applicant whether the applicant meets the preliminary requirements of the Owner. If an applicant is deemed ineligible by the Owner, the applicant will be removed from the Ranked Waitlist.

### **FORMAL PROGRAM APPLICATIONS/INCOME ELIGIBILITY**

If an applicant has submitted the Application for Residency and met the credit/minimum income/background requirements of the Owner, as an applicant's name is reached on the Ranked Waitlist, LIHP will send notice to the applicant, by email and regular mail if no email is available, to submit a **Formal Program Application** and supporting documents. LIHP will provide the applicant with a Checklist of required documentation. The **Formal Program Application** and required documentation must be completed and received by LIHP within ten (10) business days of the notice date. If the **Formal Program Application** is not received within such 10-day period, the applicant will be deemed ineligible. If required documentation is missing, LIHP will provide applicant notice, by email or regular mail if no email is available, of what is missing and applicant will be required to submit such documentation within ten (10) business days of the notice date. If all the documentation is not received within such ten (10) day period, the applicant will be deemed ineligible. Should applicants be deemed ineligible, LIHP will notify applicants by email or regular mail if no email is available and will move on to the next name on the Waitlist.

LIHP will then conduct an income and eligibility review to determine if the applicant meets all Program Guidelines. If an applicant meets the eligibility requirements, LIHP will provide notice, by email or regular mail, if no email is available, to the applicant and the Owner advising them of the applicant's eligibility. The applicant will then work directly with the Owner to select a unit and execute a lease. If the applicant does not comply with the Owner requirements for lease execution, the Owner will advise LIHP and LIHP will send notice to the applicant by email or regular mail if no email is available, that the applicant is no longer eligible for the program. Should the applicant be deemed ineligible, LIHP will move on to the next name on the Waitlist.

**Please note, only completed Formal Program Applications, by the required date, with ALL required documentation that meet ALL the program guidelines will be eligible.** After being submitted, any changes to an application must be requested in writing *and* must be approved by the program review committee. **Formal Program Applications** submitted after the deadline date will not be considered.



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**Formal Program Applications** may be sent with documents to LIHP via a secure document transmittal form located on LIHP’s website at [www.lihp.org](http://www.lihp.org) under the “About Us” tab or directly at <https://www.lihp.org/doctransmit.html>

Applicants may also hand-deliver or mail the **Formal Program Application** with documents to LIHP at 180 Oser Avenue, Suite 800, Hauppauge, NY 11788, Attention: Heritage Spy Ring Golf Club. **DO NOT FAX OR EMAIL THE FORMAL PROGRAM APPLICATION OR ANY DOCUMENTS.**

**PROCEDURE TO PROMOTE FAIR AND EQUITABLE WAITLIST PROCESS**

First-Come First-Served Waitlist: To be included and ranked on a waitlist, applicants will only be permitted to submit one application or intake form, as applicable. To this end, LIHP will endeavor, but is not required to, review all submissions. If it appears that an applicant has submitted more than one application or intake form, then LIHP may reject the additional subsequent submission(s) and the applicant will retain the earliest ranking number. Items to be reviewed include, but are not limited to, (1) submissions from the same address; (2) submissions that list the same household members; (3) submissions that list the same names but with different addresses; (4) submissions that utilize the same email address; (5) submissions that utilize the same phone numbers (home and cell); and (6) such other items as may be determined in LIHP’s sole discretion..

General Provisions:

LIHP may contact the applicant regarding any uncertainty as to whether more than one application or intake form has been submitted. LIHP may rely upon such certifications, documentation or other information as it deems reasonable, in its sole discretion, in assessing whether more than one submission has been made. If LIHP, in its sole discretion, determines that a submission is to be rejected, LIHP may, but is not required to, notify the applicant of same. The Program Guidelines advise applicants of the above and, accordingly, applicants have prior notice of such procedures. Nothing herein shall preclude more than one application from the same address provided the applicants will not be part of the same household for purposes of the program applied for. LIHP makes no guarantee that each duplicate will have been identified and removed from the program.

**FAIR HOUSING AND NON-DISCRIMINATION**

LIHP is committed to promoting fair housing, equal opportunity, and non-discrimination in compliance with all federal, state and local laws, including, but not limited to, the Fair Housing Act, as amended by the Housing for Older Americans Act, the Americans with Disabilities Act, the Civil Rights Act, and the New York State Human Rights Law. The LIHP staff is available to assist with the application, and answer questions about eligibility requirements. In furtherance of this policy, LIHP shall not discriminate on the basis of race, creed, color, national or ethnic origin, sex, sexual orientation, gender identity, familial status, source of income, religion, disability, veterans’ status, age, or any other basis prohibited by law.

**LIMITED ENGLISH PROFICIENCY AND ACCOMMODATIONS**

Applications and Program Guidelines are available in English and Spanish and will be made available in other languages as requested. LIHP will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) and persons who need assistance or who have a limited ability to speak, read, or write English, will have meaningful access and an equal opportunity to participate in the Program. Interpreters,



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translators and other aids needed to comply with this policy shall be provided as reasonably necessary. If you have any questions regarding the guidelines, or need assistance including language assistance such as translation and/or oral interpretation services, please contact the LIHP at [info@lihpa.org](mailto:info@lihpa.org).

**DISCLAIMER OF LIABILITY/RELEASE**

APPLICANT ACKNOWLEDGES THAT LIHP IS NEITHER THE OWNER, MANAGER, LANDLORD OR LEASING AGENT. LIHP'S ROLE IS LIMITED TO REVIEWING YOUR HOUSEHOLD INCOME TO DETERMINE IF YOU MEET THE MAXIMUM INCOME QUALIFICATIONS FOR THE PROGRAM. THE COMPLEX IS/WAS CONSTRUCTED AND IS OPERATED INDEPENDENTLY BY THE OWNER/MANAGER AS LANDLORD AND LIHP HAS NO ROLE IN UNIT OCCUPANCY, UNIT SELECTION, REVIEW OF YOUR SUITABILITY FOR TENANCY, FEES ASSESSED, THE LEASE TERMS, THE LEASE-UP PROCESS BY OWNER/MANAGER, THEIR AFFILIATES OR AGENTS, PROCESSING OF ANY HOUSING VOUCHER, UNIT LAYOUT AND LOCATION, OR THE OPERATIONS, STATEMENTS, ACTS OR OMISSIONS, AND POLICIES/PROCEDURES, OF THE COMPLEX OR THE OWNER/MANAGER AND ITS AFFILIATES OR AGENTS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY REQUEST FOR REASONABLE ACCOMMODATION (THE "OWNER RESPONSIBILITIES"). WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT LIHP HAS NO ABILITY OR RESPONSIBILITY TO ADDRESS ANY REQUEST YOU MAY HAVE FOR A REASONABLE ACCOMMODATION/MODIFICATION REGARDING A UNIT AND ANY SUCH REQUEST WILL BE MADE BY YOU DIRECTLY TO THE OWNER/MANAGER FOR PROCESSING.

ACCORDINGLY, YOU AGREE THAT LIHP, ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, MEMBERS, AND DIRECTORS (COLLECTIVELY, "LIHP") ARE NOT LIABLE FOR ANY CLAIMS OR CAUSES OF ACTIONS ARISING FROM ANY OF THE OWNER/MANAGER RESPONSIBILITIES AND, FOR GOOD AND VALUABLE CONSIDERATION, YOU HEREBY RELEASE AND WAIVE ALL CLAIMS OR CAUSES OF ACTION YOU NOW HAVE OR MAY HAVE AGAINST LIHP ARISING OUT OF OR RELATED TO THE OWNER RESPONSIBILITIES.

YOU HAVE READ THIS DOCUMENT, UNDERSTAND THAT YOU MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PROVISION OF THIS DOCUMENT IS UNENFORCEABLE, IT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO MAKE THE PROVISION VALID AND BINDING, AND THE REMAINDER OF THIS DOCUMENT SHALL REMAIN ENFORCEABLE TO THE FULL EXTENT ALLOWED BY LAW.

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**Disclaimer:** It is understood that this is not an offer and that the processes, terms and conditions may be changed at any time by the Town or Long Island Housing Partnership, Inc., and Affiliates. It is further understood that notices by the Long Island Housing Partnership, Inc., and Affiliates may be made in such manner as Long Island Housing Partnership, Inc., and Affiliates may determine, including solely by email or advertisement.