LONG ISLAND HOUSING PARTNERSHIP, INC.

PROGRAM GUIDELINES

FLORENT
AFFORDABLE RENTAL HOUSING PROGRAM

PLEASE READ CAREFULLY

LOTTERY APPLICATION PERIOD: 9:00 AM AUGUST 1, 2024 TO 5:00 PM AUGUST 30, 2024

Southern Land Company (Owner), in cooperation with the Village of Garden City (the "Village"), presents an affordable rental opportunity in the Village of Garden City known as **"FLORENT."**

The Long Island Housing Partnership, Inc. ("LIHP") has been retained, in a limited capacity, to accept Lottery Applications, conduct the lottery and income qualify applicants in accordance with these Program Guidelines.

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. Employees of LIHP and their immediate family members are precluded from participating in the program.

If you have any questions regarding any of the Program Guidelines, or need language or other assistance, including translation and/or oral interpretation services, please email LIHP at info@lihp.org before applying. Employees of LIHP and their immediate family members are precluded from participating in the program.

Si tiene alguna pregunta con respecto a cualquiera de las Pautas del Programa, o necesita asistencia lingüística o de otro tipo, incluidos servicios de traducción y/o interpretación oral, por favor envíe un correo electrónico a LIHP a info@lihp.org antes de presentar la solicitud. Los empleados de LIHP y sus familiares directos no pueden participar en el programa.

LIHP IS NEITHER THE OWNER, MANAGER, LANDLORD OR LEASING AGENT. FINAL ELIGIBILITY FOR TENANCY AND OCCUPANCY IS THE SOLE DETERMINATION OF THE OWNER. LIHP'S ROLE IS LIMITED. ANY REQUEST FOR A REASONABLE ACCOMMODATION REGARDING ANY UNIT MUST BE CONVEYED TO AND PROCESSED BY THE OWNER.

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

FLORENT AFFORDABLE RENTAL PROGRAM

Florent is a new beautifully designed 150-unit mixed income rental development located at 555 Stewart Avenue, Garden City, NY. Please consult the Owner's website at affordable@liveflorent.com for more information. Florent is a smoke-free complex.

Under the program, fifteen units, consisting of one, two and three-bedroom units, will be made available to households with incomes at or below 30%, 50% and 80% of the Nassau/Suffolk area median income

("AMI"), as established by the U.S. Department of Housing and Urban Development ("HUD"). The affordable rents are capped based on requirements set by the Owner and Village and include a utility allowance.

MAXIMUM & MINIMUM INCOME GUIDELINES

Pursuant to Village requirements, the Affordable Units will be available to households with incomes that do not exceed 30%, 50% and 80%, as applicable, of the HUD AMI as set forth below based upon household size.

***Maximum Income Limits:**

Household Size	1	2	3	4	5	6	7	8
80% AMI	$87,500	$100,000	$112,500	$124,950	$134,950	$144,950	$154,950	$164,950
50% AMI	$54,700	$62,500	$70,300	$78,100	$84,350	$90,600	$96,850	$103,100
30% AMI	$32,800	$37,500	$42,200	$46,850	$50,600	$54,350	$58,100	$61,850

*Includes all income – overtime, bonuses, pensions, social security, 401K distributions, tips, etc. The limits above are based on the 2024 HUD "uncapped" income limits Income limits are also adjusted annually and automatically by HUD.

****Minimum Income Limits:**

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 minimum 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 1.5x the gross rent (before the utility allowance).

RENTS & AVAILABLE UNITS

Pursuant to Owner/Village requirements, the initial rents for each unit are 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:

Unit Type	Units Available	AMI	*Rent
1 bedroom	2	1 @ 30% AMI	$720
		1 @50% AMI	$1,345
2 bedroom	12	4 @ 30% AMI	$908
		4 @ 50% AMI	$1,690
		4 @ 80% AMI	$2,861
3 bedroom	1	1 @ 80% AMI	$3,310
*Includes a utility allowance			

ANNUAL RECERTIFICATION

The maximum household income requirements are adjusted annually by HUD. Pursuant to Owner and Village requirements, 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 this amount will no longer be eligible for the Program and will be required to vacate no later than one year after a determination of ineligibility, unless Owner provides an equal number of equivalent affordable units elsewhere on the site. The determination rets exclusively with Owner and LIHP has no role or responsibility for same.

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. Any determination with respect to fees rests solely with the Owner and LIHP has no responsibility for such assessments or determinations. Please contact the Owner directly at affordable@liveflorent.com for further information.

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 required by the Owner. Service and/or assistance animals are not subject to the pet policy. Please contact the Owner directly at affordable@liveflorent.com.

ELIGIBILITY PROCESS

All applicants will be ranked and considered for the program through the use of an electronic 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 **Lottery Application to LIHP** to be included in the Lottery

STEP 2: Applicants names are randomly ranked through use of an electronic random number generator

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: If eligible, applicant works directly with Owner for lease-up

LOTTERY APPLICATION

Lottery Applications are available through LIHP's website at www.lihp.org/rentals.html . **Lottery Applications** may only be completed and submitted online at www.lihp.org/rentals.html.

Lottery Applications must be received by **5:00 p.m**. on **August 30, 2024 to be included in the Lottery.**

DO NOT FAX, MAIL, EMAIL OR HAND-DELIVER THE LOTTERY APPLICATION AS IT WILL NOT BE ACCEPTED.
If you have any questions or need any assistance, including language assistance such as translation and/or oral interpretation services, please contact LIHP at 631-435-4710 or email LIHP at info@lihp.org before applying.

THE LOTTERY

As soon as possible following the close of the application period, the lottery will be conducted through an electronic random number generator. A date will be set to announce the results of the lottery. Typically, the announcement is held via an online event. Applicants will be notified, by email, of the date, time, location, and manner of the Lottery announcement. Applicants are encouraged to attend by logging-in. Names will be randomly ranked from the Lottery, assigned a ranking number and placed on a Waitlist in ranked order (the "Ranked Waitlist"). Applicants are advised that their names will be publicly announced at the Lottery. LIHP will notify each applicant, by email, of their ranking from the Lottery. Applicants will be reviewed for eligibility in the order in which they are randomly ranked from the Lottery.

OWNER CREDIT MINIMUM INCOME/BACKGROUND REVIEW

Following the Lottery, LIHP will forward the Ranked Waitlist and Lottery Applications to the Owner and/or its agents. The Owner may impose a fee for the credit/background check which, if required, must be submitted directly to the Owner. The Owner will conduct a credit, minimum income and background assessment on the household. 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 LIHP whether the applicant meets the requirements of the Owner. If an applicant is deemed ineligible by the Owner, the applicant will be removed from the Ranked Waitlist, unless Owner advises LIHP otherwise.

FORMAL PROGRAM APPLICATIONS/INCOME ELIGIBILITY

If an applicant has 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, to submit a **Formal Program Application** and supporting documents. The notice will contain a link to submit documentation. 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 seven (7) calendar days of the notice date. If the **Formal Program Application** is not received within such 7--day period, the applicant will be deemed ineligible, with no right of appeal. If required documentation is missing, LIHP will provide applicant notice, by email, of what is missing and applicant will be required to submit such documentation within three (3) calendar days of the notice date. If all the documentation is not received within such 3- day period, the applicant will be deemed ineligible, with a right of appeal.

If all documentation is received as required, 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, 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 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, with no right of appeal.

APPEALS

Under some circumstances as provided herein, applicants who are deemed ineligible may appeal the determination by submitting a request to LIHP. The appeal request must be in writing and must be **received** (together will all documentation) by LIHP within three (3) calendar days of the date of LIHP's notice to applicant of the determination of ineligibility. The appeal must state the basis of the appeal and contain documentation to support the appeal. Please note that, if the applicant was deemed ineligible due to failure to submit required documentation within the required time frame, then, no appeal will be granted unless the applicant submits the remaining required documentation with the appeal request within the timeframe required. The appeal will be promptly reviewed and the applicant advised of the final determination by email. Notice to LIHP of an appeal request can ONLY be submitted via a file-specific link that will be provided by LIHP.

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

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, 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@lihp.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 OMMISSIONS, 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 ACKNOWELDGE 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.

PROCEDURE TO PROMOTE FAIR AND EQUITABLE LOTTERY PROCESS

Prior to Lottery:

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 prior to the lottery. If it appears that an applicant has submitted more than one application or intake form, then LIHP may reject the additional submission(s). 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.

Following a Lottery:

Applicants will only be assigned one ranking number from the lottery. Therefore, if, for whatever reason whatsoever, LIHP becomes aware that more than one submission by an applicant has been entered into the lottery and been assigned a ranking number, then the applicant's ranking will automatically default to the highest ranked number and the applicant will lose the lower ranked position. For example, if an applicant's ranking is #10 and #100 from the lottery, the applicant's position at #10 will be rejected and the applicant will remain ranked as #100.

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 or ranked position is to be rejected, LIHP may, but is not required to, notify the applicant of same. 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.

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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, without notice, by the municipality, the Owner, HUD, 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.