



LONG ISLAND HOUSING PARTNERSHIP, INC.

## **PROGRAM GUIDELINES**

### **CHELSEA COMMONS AFFORDABLE RENTAL HOUSING PROGRAM FIRST-COME FIRST-SERVED**

#### **PLEASE READ CAREFULLY**

The Long Island Housing Partnership (LIHP), in cooperation with 227 4<sup>th</sup> Avenue Bay Shore, LLC (the “Owner”) and the Town of Islip (the “Town”), is pleased to announce that it is accepting First-Come First-Served Applications for new affordable rental units (the “Affordable Units”) in Bay Shore, New York. The Affordable Unit is part of a larger rental complex containing 22 units known as “Chelsea Commons”.

LIHP’s limited role is to administer the program 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. 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 any assistance including language assistance such as translation and/or oral interpretation services, please email LIHP at [rentals5@lihp.org](mailto:rentals5@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 [rentals5@lihp.org](mailto:rentals5@lihp.org) antes de presentar la solicitud.

**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 TO QUALIFYING APPLICANTS FOR MAXIMUM INCOME. 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.**

#### **AFFORDABLE RENTAL PROGRAM**

The complex is a beautiful 22-unit rental development located at 227 4<sup>th</sup> Avenue, Bay Shore, New York. For more information on the site, please contact the Owner at [sam@samglasslaw.com](mailto:sam@samglasslaw.com).

Pursuant to requirements of the Town, two 1-bedroom units and three studio units are being made affordable to households with incomes at or below 80% of the Nassau/Suffolk area median income (“AMI”), as established by the U.S. Department of Housing and Urban Development (“HUD”).



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**MAXIMUM & MINIMUM INCOME GUIDELINES**

| 80% AMI               |                               |                                |
|-----------------------|-------------------------------|--------------------------------|
| STUDIO                |                               |                                |
| <u>HOUSEHOLD SIZE</u> | <u>*MAXIMUM ANNUAL INCOME</u> | <u>**MINIMUM ANNUAL INCOME</u> |
| 1                     | \$92,050                      | \$69,270                       |
| 2                     | \$105,200                     | \$69,270                       |

\*Includes all income – overtime, bonuses, pensions, social security, 401K distributions, tips, etc. The limits above are based on the 2026 HUD “uncapped” income limits as adjusted. Income limits are also adjusted annually by HUD. *\*\*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 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 2.5x the gross rent (before the utility allowance).

**RENTS**

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

| AMI       | STUDIO         |
|-----------|----------------|
| 80% Units | <b>\$2,160</b> |

**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. Pursuant to Town requirements, occupants will meet the income guidelines on recertification as long as their household income does not exceed 100% of the Nassau/Suffolk AMI based upon unit type. Occupants of the Affordable Units whose income exceeds the applicable income amount will no longer be eligible for the Program and will be required to vacate.

**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



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determinations. Applicants should contact the Owner directly for information on Fees at: [sam@samglasslaw.com](mailto:sam@samglasslaw.com).

### **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. Owner may assess a fee. 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 Town and 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. **Pursuant to Town requirements, occupancy is limited to no more than two persons per unit.**

### **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. Applicants should contact the Owner directly for information on pets at: [sam@samglasslaw.com](mailto:sam@samglasslaw.com).

### **ELIGIBILITY PROCESS**

All applicants will be ranked and considered for the program on a first-come, first-served basis. Eligibility for the Program involves **a five-step process**.

- STEP 1:** Applicant submits a **First-Come First-Served Application** to LIHP
- STEP 2:** Once your ranking number is reached, LIHP will forward the **First-Come First-Served Application** to 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 APPLICATION**

**First-Come First-Served Applications** are available and must be completed and submitted online through LIHP's website at <https://www.lihp.org/project/chelsea-commons/>

### **CREDIT/MINIMUM INCOME/BACKGROUND REVIEW**

Once your ranking number is reached, LIHP will forward your FCFS Application to the Owner and/or its agents, who 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



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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. LIHP will advise applicants as to their approval or rejection, via email. If an applicant is deemed ineligible, the applicant will be removed from the Ranked Waitlist.

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

If an applicant has submitted the **First-Come First-Served Application** 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 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 three (3) day period, the applicant will be deemed ineligible, with a right of appeal.

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 and LIHP will send notice to the applicant by email, 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 with 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.

### **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



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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**

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 [rentals5@lihp.org](mailto:rentals5@lihp.org).

### **NOTICE VIA EMAIL**

Applicants are advised that notices will be delivered by LIHP to applicants to the email provided by the applicant. All notices will be deemed effectively delivered to the applicant when sent by LIHP (and NOT upon opening by the applicant) unless LIHP receives electronic notice that the email was undeliverable.

### **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



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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, UPON APPLYING TO THE PROGRAM, YOU THEREBY 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 DISCLAIMER/RELEASE, UNDERSTAND THAT YOU MAY GIVE UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PROVISION IS UNENFORCEABLE, IT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO MAKE THE PROVISION VALID AND BINDING, AND THE REMAINDER SHALL REMAIN ENFORCEABLE TO THE FULL EXTENT ALLOWED BY LAW.

utilize the same phone numbers (home and cell); and (6) such other items as may be determined in LIHP's sole discretion.

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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.