



REVISED AS OF APRIL 19, 2019

**Hudson Place at Kings Park
WORKFORCE HOUSING RENTAL PROGRAM GUIDELINES 2019**

THIS DOCUMENT CONTAINS THE HUDSON PLACE at KINGS PARK PROGRAM GUIDELINES. PLEASE READ THIS DOCUMENT CAREFULLY AS THE GUIDELINES SET FORTH WILL BE WILL BE STRICTLY ENFORCED.

The Community Development Corporation of Long Island, Inc. (CDCLI), in partnership with **FRC Indian Crest, LLC (Owner/Manager)** and the **Town of Smithtown**, is pleased to announce that it is accepting applications to determine eligibility for potential applicants for the remaining three (3) newly constructed Workforce Housing Rental Units located within Hudson Place at Kings Park.

CDCLI staff is available to assist with any questions you may have on the program and the application process. Please feel free to contact CDCLI by telephone at 631-471-1215 ext. 286 or by email at Hudsonplace@cdcli.org.

General

Eligibility for a Workforce Housing Rental Unit involves **three** steps: (1) completed Rental Application; (2) Income eligibility; and (3) Final review by the Owner/Manager for tenancy including credit checks, backgrounds checks, employment and leasing history. CDCLI is only retained to the accept Rental Applications and assess initial income eligibility. The Owner/Manager will assess applicant’s ultimate eligibility for tenancy pursuant to the Owner/Managers Policies and Procedures. More detailed information on the Owner/Managers Policies and Procedures with respect to tenant eligibility is available at agent@farrellcommunity.com.

Complex and Amenities

Hudson Place at Kings Park consists of 36 one and two bedroom apartments and is located at 262 Indian Head Road in Kings Park, NY. Pursuant to the Long Island Workforce Housing Act, four of the units are required to be maintained, in perpetuity, as income restricted and rent restricted Workforce Housing Units. The four Workforce Housing Rental Units consist of 3 one bedroom units and 1 two-bedroom unit. As of date, only 3 of the Workforce Housing Rental Units are still available.

Each unit contains a gourmet kitchen with stainless-steel appliances and quartz countertops, custom bathrooms with glass-enclosed showers, porcelain tile, and quartz vanities, washer and dryer, central air-conditioning and heating, walk-in closets, and recessed lighting. The complex is smoke free. Pets may be permitted with prior consent. Please see below.

Maximum and Minimum Income Requirements

Pursuant to the Long Island Workforce Housing Act and the Town of Smithtown Affordable Workforce Housing Policy (adopted 10/10/17), the gross household annual income of occupants for the Workforce Housing Rental Units cannot exceed 130% of the HUD Area Median Income (HUD AMI) for Suffolk County, adjusted for family size. Minimum incomes are required in order to ensure that occupants are not paying more than 33% of their gross annual income on housing expenses (rent plus a utility allowance). Based on the above, the initial maximum and minimum income limits, and rents, for Hudson Place at Kings Park are as follows:



UNIT SIZE	FAMILY SIZE	MONTHLY GROSS RENT (Before adjustment for utility allowance)	MONTHLY NET RENT PAYABLE BY TENANT (after adjustment for utility allowance)	TOTAL GROSS ANNUAL INCOME RANGE @ 130% HUD AMI	
				* Minimum	Maximum
1 Bedroom	1	\$2,300	\$2,187	\$83,636	\$106,200
	2	\$2,300	\$2,187	\$83,636	\$121,350
2 Bedrooms	2	\$2,950	\$2,816	\$107,272	\$121,350
	3	\$2,950	\$2,816	\$107,272	\$136,550
	4	\$2,950	\$2,816	\$107,272	\$151,700

* approved rental assistance subsidy will be counted toward minimum income

Rent Limits

The monthly rent for the Workforce Housing Rental Units is as follows for initial lease-up:

One bedroom: Gross Rent of \$2300 per month, less a utility allowance of \$113 per month, for a Net Rent payable by the occupant of \$2187.

Two bedroom: Gross Rent of \$2950, less a utility allowance of \$134 per month, for a Net Rent payable by the occupant of \$2816.

Rents and utility may change annually.

Affordability Period

Pursuant to the Town of Smithtown Affordable Workforce Housing Policy (adopted October 10, 2017), the Workforce Housing Rental Units will remain income restricted and rent restricted in perpetuity.

Utilities

Tenants are required to pay utilities as follows:

- Heat – Natural Gas
- Cooking – Natural Gas
- Hot water – Natural Gas
- Electric
- Cable
- Internet
- Telephone

Security Deposit

A security deposit equal to one month’s rent is required

Annual Income Recertification

Tenants will be recertified annually in accordance with the income and rent guidelines established above based on the HUD Area Median Income in effect for each year. Leases will contain addendums that outline the requirements for continued eligibility and requirements to recertify annually.

Credit and Background Check Fee

There will be a non-refundable fee due of \$75 per person 18 years of age and above. This fee will partially cover the cost of a credit and background check (as described below).

INITIAL TENANT SELECTION PROCEDURES

General process

Eligibility for a unit involves **three** steps: (1) Submission of a completed Rental Application; (2) Income eligibility determination; and (3) Final review by the Owner/Manager for tenancy including credit checks, backgrounds checks, employment and leasing history.

STEP ONE – SUBMISSION OF RENTAL APPLICATION

Rental Applications may be completed on-line on CDCLI's website at www.cdcli.org or by delivering a hard copy to CDCLI either in-person or by mail to CDCLI's offices located at 2100 Middle Country Road, Centereach, NY 11720. You may obtain a copy of the Rental Application from CDCLI's website at cdcli.org, from CDCLI's offices at 2100 Middle Country Road, Centereach, NY 11720, or by emailing CDCLI at Hudsonplace@cdcli.org.

Rental Applications submitted on-line will be automatically dated and time stamped for submission and included in a database. Rental Applications submitted by hand or mailed will be manually dated and time stamped when delivered and included in the same database to track date and time of submission.

STEP TWO - PRELIMINARY ELIGIBILITY REVIEW

During this step, CDCLI will conduct a pre-screening to verify the applicant's income, and household size for program eligibility. This will require the applicant provide certain documentation outlined below.

The applicant will be asked to submit required documentation that will include (1) last 2 years of federal income tax returns, W-2 and/or 1099 form; (2) two most recent consecutive pay stubs; (3) three most recent consecutive monthly bank statements for all bank accounts and investment accounts. The applicant will have 3 business days to provide all supporting documentation. If the foregoing is not received by CDCLI within such time, the applicant will be ineligible and a letter will be sent confirming same. The applicant will also be required to provide certain consents in order to permit CDCLI to verify income submissions and employment, and to permit the Owner/Manager to conduct background checks, credit checks and criminal background checks.

If an applicant is deemed income eligible, the applicant will be required to submit a fee of \$75 for each person that is 18 years of age or over, to cover the cost of credit and background checks. The check will be made payable to FRC Indian Crest, LLC.

Income will include all gross income, including, but not limited to, income from full and part time employment, overtime, bonuses, tips, pensions, social security, 401k and IRA distributions, child support, alimony, and severance pay. ALL sources of income are included and will be annualized for the upcoming 12-month period. Total income minus allowable exclusions, if any, cannot exceed the maximum income limits.

Once a full review of the Rental Application has been completed, the applicant will be notified, by email, if available, or by regular mail of their status. If the applicant is deemed eligible, their application will be forwarded to the Owner/Manager for final review and assessment pursuant to Step 3 below. If an applicant is deemed ineligible, they will be advised of the reason and be allowed 3 business days to address or correct the deficiency. If received in a timely manner, the information will be reviewed by CDCLI and the applicant advised of eligibility or ineligibility by email, if available, or by regular mail. If determined to be ineligible, no further review will be conducted.

The process set forth in Step 2 will continue until applicants for all of the Workforce Housing Rental Units have executed a Lease Agreement with the Owner/Manager as described in Step 3 below.

STEP THREE - TENANT SUITABILITY SCREENING

The third step in the process is for the Owner/Manager to conduct a final eligibility review for those applicants deemed preliminarily eligible pursuant to Step 2 above. As applicants are deemed eligible pursuant to Step 2 above, the applicant's information will be forwarded by CDCLI to the Owner/Manager who will conduct the suitability screening review. This will involve assessing the applicant's suitability for tenancy through employment verification, leasing history, creditworthiness, and criminal background checks utilizing a reputable company and adhering to the Fair Credit Reporting Act and Fair Housing Laws. A personal interview may also be conducted by the Owner/Manager. Applicants will also be required to show that they are able to provide first month's rent and a security deposit. Applicants may be denied tenancy as a result of such screenings. Applicants who are successfully screened will be offered the opportunity to enter into a written Lease Agreement provided by the Owner/Manager. The process above will be repeated until fully eligible applicants are identified and enter into a Lease Agreement with the Owner/Manager for all the Workforce Housing Rental Units.

Owner/Manager will provide written notice to an applicant who is rejected on the basis of any of the above screening criteria. The applicant will have five business days to submit a written appeal to the Owner/Manager. The appeal will be reviewed by a member of the Owner/Manager staff not involved in the initial review and rejection and such party will provide a final written determination within ten days of receipt of the applicant's written appeal.

COMMITMENT TO FAIR HOUSING & NONDISCRIMINATION

The Owner/Manager is fully committed to enforcing the spirit and the letter of Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, the New York Human Rights Act, and the Suffolk County Human Rights Act. Neither the Owner/Manager nor any of its affiliates, employees, agents, or brokers will discriminate in the sale, lease, advertisement or financing of housing against any individual or family because of race, color, national origin, religion, gender, disability, gender identity, marital status, sexual orientation, veteran/military status, source of income, familial status or presence of children in a household, or on the basis of any other protected class.

REASONABLE ACCOMMODATIONS/MODIFICATIONS FOR PERSONS WITH DISABILITIES

Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford such persons an equal opportunity to use and enjoy the housing. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and leasing process.

ADDITIONAL TERMS

Applicants are advised that the Owner/Manager maintains Policies and Procedures governing the complex and its tenants. Set forth below are some of those Policies and Procedures and are being provided for general informational purposes. Additional requirements and fees may apply.

Tenant Fees

The following additional fees will be payable by tenants of Hudson Place at Kings Park:

- For tenants with a permitted pet, a non-refundable pet fee of \$500 is due at lease signing plus a fee of \$35.00 per month, per pet. Requirements for pets are described further below.
- For tenants requesting a third and fourth parking space, a fee of \$25.00 per month per car will be added to the rent. Requirements for parking are described further below.
- A charge of \$165 will be made for replacement locks for premises or mailbox.
- Replacement of lost keys: \$15 per key.
- Additional fees and additional rent may be due pursuant to the Owner/Manager's Policies

Automatic Withdrawal for Rent

Owner/Manager requires automatic/electronic withdrawal for rent payments. You will be required to execute appropriate documentation if eligible for tenancy.

Smoking Policy

Hudson Place at Kings Park is a **non-smoking** facility. Smoking is prohibited in the units and anywhere on the premises.

Pets

With the prior written consent of the Owner/Manager, a maximum of two (2) pets per household will be permitted subject to restrictions on size (not to exceed 25 pounds) and breed. Authorized support/service animals are not considered as pets and are not subject to the pet policy. In addition, tenants will be required to provide photos of the animal as well as evidence of current required vaccinations from a certified veterinarian. A non-refundable pet fee of \$500 is due at lease signing and pet fee of \$35 per pet will be charged to the tenant monthly.

Parking

Each unit will be afforded two (2) parking spaces. A third or fourth parking space will be an additional \$25 per car per month. Additional parking spaces are limited and are only available on a first come first served basis and is NOT guaranteed.

Lockout Fees

A charge of \$165 will be made for replacement locks for premises or mailbox.
Replacement of lost keys will be a cost of \$15 per key.

Plumbing

If a toilet blockage is the result of resident carelessness, there will be a charge of \$220 to clear. If it is necessary to remove the toilet bowl, the charge will be \$310.

Owner /Manager

FRC Indian Crest, LLC

Contact Person: Michael Loria

Telephone Number:631-537-1068

Email Address: m.loria@farrellbuilding.com