



L I V I N G S T O N C O U N T Y , N E W Y O R K

Vacant Rental Program (VRP)

Program Manual

Rehabilitating vacant properties to create safe, affordable rental housing across Livingston County



ADMINISTERED BY
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Land Bank Corporation

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*Funded by **New York State Homes and Community Renewal (HCR)***

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Section I: Introduction

A. Program Overview

The Livingston County Vacant Rental Program (VRP) is a grant program funded by New York State Homes and Community Renewal (HCR) and administered locally by the Livingston County Land Bank Corporation (LCLBC). The program provides financial assistance to property owners to rehabilitate vacant residential rental units and return them to productive use as affordable housing.

The LCLBC has been awarded \$2.5 million in VRP funds. Grants are provided on a per-unit basis, up to \$50,000 per unit for Standard Awards and up to \$75,000 per unit for Enhanced Awards. In exchange for VRP assistance, property owners commit to a 10-year Regulatory Period during which they must rent the assisted units to income-eligible tenants at or below established rent limits.

VRP funds are structured as 100% forgivable Deferred Payment Loans (DPLs). No interest or payments are required provided the property owner complies with all program requirements during the 10-year Regulatory Period.

B. Program Goals and Objectives

The Livingston County VRP is designed to:

- Increase the supply of safe, affordable rental housing in Livingston County
- Revitalize neighborhoods by rehabilitating vacant and deteriorated properties
- Support local property owners in maintaining quality rental housing
- Address housing needs identified in the Livingston County Housing Needs Assessment

C. Non-Discrimination Statement

The LCLBC does not discriminate on the basis of race, color, national origin, religion, sex, familial status, disability, age, sexual orientation, gender identity or expression, military status, marital status, or any other characteristic protected by federal, state, or local law in any of its activities or operations. This policy applies to program participants, applicants, contractors, and the general public.

D. Definitions and Acronyms

The following terms are used throughout this manual:

Term	Definition
ADU	Accessory Dwelling Unit. A self-contained residential unit on the same lot as a primary dwelling.
Affirmation	A document executed by a new property owner accepting all VRP program requirements for the remainder of the Regulatory Period following a sale or transfer.
AMI	Area Median Income. Published annually by HUD and used to determine tenant income eligibility and rent limits.
Declaration of Interest	A lien recorded against the property at the Livingston County Clerk's office. Serves as the security instrument for VRP assistance during the 10-year Regulatory Period.
DPL	Deferred Payment Loan. The financial structure of VRP awards—100% forgivable with no interest or payments required if the owner complies with all program obligations.
Enhanced Award	A VRP award of up to \$75,000 per unit. Requires tenants at or below 60% AMI and provides deeper affordability.
EPA RRP	Environmental Protection Agency Renovation, Repair and Painting Rule. Requires certified contractors for work that disturbs lead-based paint in pre-1978/pre-1980 buildings.
GLOW Region	The Genesee, Livingston, Orleans, and Wyoming (GLOW) region. For purposes of the VRP local residency requirement, GLOW region counties and counties adjacent to Livingston County include: Allegany, Genesee, Monroe, Ontario, Orleans, Steuben, and Wyoming.
HCR	New York State Homes and Community Renewal. The state agency that funds and oversees VRP.
HTFC	Housing Trust Fund Corporation. The subsidiary of HCR that executes VRP grant agreements.

LCLBC (LPA)	Livingston County Land Bank Corporation. The Local Program Administrator (LPA) for VRP in Livingston County.
Participant	A property owner who has been selected for and accepted a VRP award.
Regulatory Period	The 10-year compliance period that begins upon execution of the note and mortgage (Declaration of Interest) following project completion.
Responsible Owner	A property owner who demonstrates a track record of responsible property management, including current taxes, insurance, and code compliance.
SEQR	State Environmental Quality Review. New York State's environmental review process, which applies to VRP projects.
Standard Award	A VRP award of up to \$50,000 per unit. Requires tenants at or below 80% AMI.
Uninhabitable	A unit that is not code-compliant or safe for occupancy due to conditions such as water damage/mold, lack of functional plumbing or bathroom, lack of kitchen facilities, inadequate heat, unsafe structural conditions, or fire suppression/egress deficiencies.
Unit	A separate living quarter with direct access from outside the building or through a common hall (U.S. Census Bureau definition).
Unmarketable	A unit in poor condition that is undesirable for housing, such as extensive peeling paint, old/stained carpets, damaged walls or ceilings, inadequate facilities, or poor natural light and ventilation.

Section II: How to Apply

A. Informational Sessions

Before submitting an application, property owners are required to attend a VRP Informational Session hosted by the LCLBC. These sessions provide an overview of the program, explain the application process and eligibility requirements, describe the 10-year regulatory obligations, and allow property owners to ask questions.

Session dates and times will be posted on the Land Bank website and publicized through local media and partner organizations.

If property owners submit multiple VRP applications, they are only required to attend one informational session.

B. Application Process

Property Owner Application

After attending an Informational Session, property owners may submit an application for VRP assistance. The application form is available from the LCLBC office and on the Land Bank website.

The application requires the following information and documentation:

- Completed Property Owner Application Form
- Proof of property ownership (deed or other recorded instrument)
- Documentation of current property insurance (or documentation that the property is not currently insurable but will be insured after work is completed)
- Documentation that property taxes are current (municipal and county)
- Documentation that utility payments are current
- Disclosure of all properties owned and/or under the applicant's control
- Signed applicant attestations confirming eligibility
- Proof of attendance at an Informational Session (or approved exception documentation)

Application Submission

Completed applications and all required documentation should be submitted to:

Livingston County Land Bank Corporation

Attn: VRP Program

6 Court Street, Room 305

Geneseo, NY 14454

Applications may also be submitted electronically by emailing Natecole@livingstoncountyny.gov.

Incomplete applications will be returned to the applicant with a written description of the missing information. The applicant will have thirty (30) calendar days from the date of the notice to provide the missing documentation. If the applicant does not provide all required documentation within the 30-day period, the application will be denied. Applicants whose applications are denied for incompleteness may submit a new application at any time.

C. Application Review and Selection

Threshold Eligibility Review

Upon receipt of a complete application, LCLBC staff will conduct a preliminary eligibility screening to determine whether the application meets the basic program requirements. This screening includes verification of unit count, vacancy status, property location, the nature of the proposed work, and responsible owner status. Applications that do not meet the threshold eligibility requirements will be denied. The LCLBC will provide the applicant with a written denial notice that includes the reason(s) for denial within forty-five (45) calendar days of receipt of the complete application.

Selection Committee Review

Applications that pass the threshold eligibility review are forwarded to the Selection Committee for scoring and prioritization. The Selection Committee is composed of Land Bank Board of Directors and County representatives. The committee meets on a monthly basis to evaluate eligible applications using the scoring criteria in Section IV. Scoring occurs at the next monthly Selection Committee meeting following completion of the threshold eligibility review. The Selection Committee retains discretion in making award determinations and may consider factors such as current funding availability, geographic distribution across the county, project readiness, and program goals at the time of review. Applications that do not meet criteria for immediate funding are placed on the waitlist (see Section II.D).

Advisory Input

As part of the review process, the Selection Committee may solicit advisory input from local code enforcement officers. This input is used to identify any known compliance issues or concerns associated with the applicant or property. Code enforcement input is advisory in nature and is used to inform the committee's overall evaluation.

Scoring and Prioritization

Applications are accepted on a rolling basis throughout the program period and are batched for review at each monthly Selection Committee meeting. Because applications

are grouped by monthly cycle rather than evaluated in a single competitive pool, the scoring criteria in Section IV are used to evaluate and compare applications received within the same monthly batch. Applications that score more highly will receive stronger consideration for available funding when multiple applications are under review in the same cycle. The total possible score is 100 points. The Selection Committee retains discretion in making prioritization determinations and may consider factors such as current funding availability, geographic distribution across the county, project readiness, and program goals at the time of review.

Initial Project Review

Applications that are prioritized for funding by the Selection Committee will undergo an Initial Project Review. During this review, LCLBC staff and engineering consultants will conduct a site visit to assess the property's condition and confirm project feasibility. A rough order-of-magnitude cost estimate will be prepared to determine whether the project is likely to fall within the VRP per-unit award limit or whether gap funds will be required to complete the full project. The LCLBC will notify the applicant of the results of the Initial Project Review within thirty (30) calendar days of the application advancing from the Selection Committee.

If the LCLBC determines that the project is feasible or likely to be feasible without further action from the applicant, the application will advance directly to Contingent Funding Commitment (below). If the LCLBC determines that additional information or action is needed before it can make a funding commitment, it will issue a Required Actions Checklist to the applicant.

Required Actions Checklist

If the LCLBC determines that it cannot make a funding commitment without additional information or actions from the applicant, it will provide the applicant with a written communication (the "Required Actions Checklist") identifying all conditions that must be satisfied, along with a deadline for completion. Examples of conditional requirements include but are not limited to: providing evidence of the ability to cover gap funding, completing pre-renovation work to allow the property to be accessed or inspected, obtaining necessary municipal approvals, or completing special studies such as an engineering assessment of a structural concern.

A deadline will be established from receipt of the Required Actions Checklist to satisfy all conditions. Grant funds are not reserved for the project during the conditional requirements period unless the LCLBC determines that conditions can reasonably be met within the 30-day timeframe, in which case a 30-day deadline is established and funding may be reserved at the LCLBC's discretion. If the applicant does not satisfy all conditions by the deadline, the application will be denied. If the applicant satisfies all

conditions but funding is no longer available, the application will be placed on the waitlist.

Conditional Requirements for Application Decision

LCLBC reserves the right to impose reasonable conditional requirements for an application to be considered if LCLBC deems it necessary for it to make a determination that the project is feasible for VRP. The following policy guidelines below will apply when making a determination:

- **Notification:** LCLBC will notify the Applicant through written communication of all conditional requirements and the deadline for satisfying all requirements. If all conditional requirements are met prior to the deadline and the LPA determines that the project is likely to be feasible for VRP, the LPA will make a contingent funding commitment to the Applicant, provided that funds are available at that time.
- **Gap Funding:** If the LCLBC's rough order-of-magnitude cost estimate indicates that the project is likely to exceed the VRP per-unit award limit, the LCLBC may require the applicant to provide proof of sufficient funds to cover the anticipated gap before making a funding commitment.
- **Pre-Renovation Rehab Work:** If LCLBC determines that pre-renovation work must be completed by the property owner to be considered for award, then the LPA will notify the property owner of the specific items and the rationale. This may include removing excess vegetation so the property can be accessed/property inspected, stabilizing structural components, or addressing other health and safety concerns.
- **Municipal Approvals:** A project must have all approvals in place to receive a VRP award. LCLBC may require the Applicant to receive necessary municipal approvals (excluding building permits) to be considered for an award.
- **Special Studies:** If the LCLBC determines that a special study is necessary to evaluate project feasibility, it may require the applicant to complete the study as a conditional requirement. For example, an engineering assessment of a suspected structural issue may be required before the LCLBC can determine whether the project can be completed within the available funding.
- **Costs:** Any costs incurred by the applicant in satisfying conditional requirements are not reimbursable with VRP funds and are the responsibility of the applicant. Applicants are not obligated to complete conditional requirements and may withdraw their application at any time.
- **Deadlines:** The LCLBC will establish a deadline for each Required Actions Checklist on a case-by-case basis, based on the nature and complexity of the conditions imposed. If the applicant does not satisfy all conditions by the

deadline, the application will be denied. The LCLBC may grant a reasonable extension at its discretion if the applicant demonstrates good faith progress

Contingent Funding Commitment

Once the LCLBC determines that a project is feasible for VRP—either following the Initial Project Review or upon completion of the Required Actions Checklist—the LCLBC will issue a contingent award letter committing funding for the applicant’s project. Funding is held and reserved for the project beginning at this point. The contingent award letter will be issued within seven (7) business days of verification that all required conditions have been met.

The contingent award remains subject to the successful completion of the remaining project development steps described in Section V, including the environmental review, scope of work and cost estimate development, and the bidding process. If the project is found to be infeasible during any of these steps, or if the applicant withdraws, the contingent award will be rescinded and the funds will be made available to other applicants.

VRP requires that all projects result in a complete and occupiable unit upon completion. Therefore, the LCLBC will only proceed with a project if either the award amount is sufficient to complete all rehabilitation work, or the property owner adequately demonstrates that sufficient additional resources are available to complete any work that VRP funds cannot cover.

Applicant Roadmap

The LCLBC has published an Applicant Roadmap that provides a step-by-step overview of the process from application submission through the start of construction, including target timeframes for each stage. Property owners are encouraged to review the Applicant Roadmap, which is available on the Land Bank. Target timeframes are estimates and may vary based on project complexity and applicant responsiveness. LCLBC determinations are final.

D. Waitlist

How it Works

Applications that are reviewed by the Selection Committee but not funded in a given monthly cycle will be placed on the LCLBC waitlist. Placement on the waitlist is automatic and does not require any action from the applicant. Applicants who are placed on the waitlist will be notified by LCLBC staff of their status.

Waitlisted applicants will be carried forward and reconsidered at each subsequent monthly committee meeting until their application is funded, they withdraw their application, or the program closes.

Being on the waitlist earns additional points under Section IV.E (Prior Engagement and Waitlist Status), reflecting the applicant's demonstrated commitment to the program. Waitlisted applicants may update their application materials at any time prior to a committee meeting if conditions have changed, such as an improved scope of work or updated documentation. Any material updates will be noted by LCLBC staff and may affect the application's score.

Section III: Eligibility Requirements

A. Eligible Properties and Units

Geographic Service Area

The Livingston County VRP covers all areas within Livingston County. There are no geographic restrictions on where an eligible property may be located within the county. However, the scoring criteria provide additional points for properties located in villages, hamlets, and other targeted areas (see Section IV).

Property Type and Size

Eligible properties include residential properties with one (1) to five (5) dwelling units, eligible vacant properties that will be converted to a one- to five-unit residential property, and mixed-use buildings with five (5) or fewer residential units. Properties must be located in Livingston County, New York, and the proposed use must be legally permissible under applicable zoning and land use regulations. **Additional (non-VRP) units may be added** to the property during the 10-year Regulatory Period only if the units do not interfere with the regulatory requirements of the VRP units.

Multi-Family Properties: Vacant units within properties containing five (5) or fewer total dwelling units are eligible. Only the vacant unit(s) will receive VRP assistance.

Single-Family Properties: A single-family home may be eligible if it is a rental property (non-owner-occupied). It may be converted into a multi-unit property of up to five (5) units. The property owner may not live in the VRP-assisted unit during the 10-year Regulatory Period.

Occupied Single-Family Properties: An occupied single-family home is generally not eligible unless it contains a separate, legal, vacant dwelling unit (such as an in-law apartment). The LCLBC will verify that any such unit was previously used as a legal housing unit.

Non-Residential Properties: A non-residential property may be eligible for conversion to a rental property of five (5) or fewer units, provided the conversion is allowable under local zoning.

Mixed-Use Properties: VRP funds may only be used for the rehabilitation of residential rental units, not commercial space.

Accessory Dwelling Units (ADUs): VRP may not be used to create new ADUs. Existing vacant ADUs may be rehabilitated if they were previously used as legal housing units.

Vacancy Requirements

The unit(s) for which assistance is requested must currently be vacant because of conditions making the unit uninhabitable or unmarketable, as determined by the LCLBC.

Uninhabitable: A unit that is not code-compliant or safe for occupancy. Examples include but are not limited to: water leak or mold damage, lack of functional plumbing or bathroom, lack of kitchen facilities, inadequate heat, unsafe structural conditions, and fire suppression or egress deficiencies.

Unmarketable: A unit in poor condition that is undesirable for housing. Examples include but are not limited to: extensive peeling paint, old or stained carpets, damaged walls or ceilings, inadequate facilities, and poor natural light or ventilation.

An existing tenant may not be displaced—either voluntarily or involuntarily, either permanently or temporarily—for the purpose of making a unit eligible for VRP assistance.

Ineligible Properties

The following properties are not eligible for VRP assistance:

- Mobile or manufactured homes (a separate NYS program, the Mobile and Manufactured Home Replacement Program, may be available for these properties)
- Properties currently in foreclosure proceedings
- Detached accessory structures that were not previously used as legal housing units
- Properties slated for demolition
- Properties in active bankruptcy proceedings
- Properties held under a land installment contract or lease-to-own arrangement (the LCLBC cannot place a lien on these properties)

B. Eligible Property Owners

To be eligible for VRP assistance, a property owner must:

- Be the legal owner of the property (documented by deed or other recorded instrument)
- Be current on all property taxes (municipal and county)
- Be current on all utility payments associated with the property
- Maintain (or obtain after rehabilitation) property insurance covering 100% of the replacement value of the structure, including fire insurance. If the property is located in a 100-year or 500-year floodplain and the proposed scope of work constitutes a substantial improvement (cost exceeds 50% of the property value), flood insurance is also required.
- Not be in bankruptcy
- Not be under investigation by any health department, EPA, HUD, or state agency, or any local governmental law enforcement
- Have no history of Fair Housing violations
- Demonstrate responsible property ownership (the LCLBC will consider factors such as code compliance history, tax payment history, and property maintenance track record)

Portfolio Limitation: Property owners who own and/or control fewer than 20 residential dwelling units (total, across all properties) at the time of application are given priority consideration. Property owners with 20 or more units will be deprioritized in the selection process relative to applicants with smaller portfolios. This includes units owned directly, through an LLC or other entity, or through a subsidiary or affiliated organization.

Residency Limitation: The property owners that are a resident of Livingston County, a GLOW region county, or an adjacent county will be prioritized. Qualifying counties include: Allegany, Genesee, Monroe, Ontario, Orleans, Steuben, and Wyoming.

All applicants must disclose all properties that they own and/or control at the time of application. This includes properties owned directly, through an LLC or other entity, or through a subsidiary or affiliated organization. This disclosure is required for portfolio size determination and responsible owner verification.

Owner-Occupied Property Rules

The property owner may not live in a VRP-assisted unit during the 10-year Regulatory Period. The owner may not “rent to themselves.” Limited work in the owner’s unit (such as shared mechanical systems) may be eligible with prior approval from HCR through

the LCLBC. If approved, the cost of work in the owner's unit does not count toward the maximum per-unit award.

Contractor Insurance Requirements

All contractors performing VRP work must maintain the following insurance coverage for the duration of the project:

- General liability insurance with a minimum limit of \$1,000,000
- Automobile liability coverage
- Workers' compensation insurance (required for all contractors including sole proprietors; no exceptions)
- The LCLBC, the State of New York, and HTFC must be named as additional insured parties on the contractor's general liability policy. An actual endorsement is required; a certificate of insurance alone is not sufficient.

C. Eligible Activities and Work

VRP funds may be used for rehabilitation activities that are necessary to bring the vacant unit(s) into safe, code-compliant, occupiable condition. Eligible activities include but are not limited to:

- Structural repairs (foundation, framing, roof)
- Mechanical systems (plumbing, electrical, HVAC)
- Interior finishes (drywall, flooring, painting)
- Kitchen and bathroom renovation
- Windows and doors
- Accessibility improvements
- Lead-based paint remediation (see Section V.B)
- Asbestos abatement
- Energy efficiency improvements
- Site work necessary for safe access (e.g., walkways, railings)

Work that is not eligible includes cosmetic improvements that are not necessary for habitability, appliances (unless required for code compliance), landscaping (unless required for site safety), and new construction not associated with the rehabilitation of an existing vacant unit.

D. Eligible Costs and Funding Limits

Standard Award: Up to \$50,000 per eligible unit. Tenants must have household income at or below 80% AMI.

Enhanced Award: Up to \$75,000 per eligible unit. Tenants must have household income at or below 60% AMI.

A property owner may apply for assistance for up to five (5) eligible vacant units. The maximum award is based on the number of eligible units multiplied by the per-unit cap.

Costs must be reasonable, and the LCLBC will verify cost reasonableness using internal estimates. Any costs exceeding the VRP award limit are the responsibility of the property owner.

Any exceptions to cost limits require prior written approval from HCR.

Construction Monitoring Costs

A portion of each project award will be applied toward the cost of construction monitoring services provided by the LCLBC's engineering consultants. Construction monitoring includes periodic site inspections during the construction period to verify quality of workmanship, code compliance, adherence to the approved scope of work, and consistency with the project timeline. Construction monitoring costs will not exceed \$4,800 per assisted unit and may be lower depending on project circumstances. The actual construction monitoring cost for each project will be identified in the Property Owner–LPA Agreement before construction begins, and the remaining balance of the award will be available for construction hard costs.

Insufficient Award Amounts

If the VRP award is not sufficient to complete all necessary rehabilitation work, the property owner must demonstrate that sufficient additional resources are available to cover the remaining costs. **Owner-contributed funds must be “first in”—that is, the property owner’s funds must be spent in full before VRP funds are disbursed.** The LCLBC will only make an award if the total project can be completed to produce a fully occupiable unit.

Important: *The property owner must have a signed, notarized Declaration of Interest (security instrument) in place before construction begins and before any VRP funds are disbursed. Repairs completed prior to selection and award are not eligible for reimbursement.*

Property Tax Implications

Property owners should be aware that improvements to their property may result in a reassessment and potential increase in property taxes. The LCLBC encourages

property owners to consult with their local assessor's office to understand the potential tax implications of rehabilitation work. Property owners are responsible for all property tax obligations.

Section IV: Scoring Criteria

The following scoring system is used by the Selection Committee to evaluate and prioritize applications. Total possible points: 100. The Selection Committee makes the determination on all prioritization and retains discretion in its decision-making process.

A. Owner Residency (Maximum 25 Points)

This category prioritizes property owners who live locally and maintain smaller rental portfolios. Points in this category are cumulative — an applicant may earn both residency and portfolio points if both criteria are met.

Criteria	Points	Max
Owner's primary residence is in Livingston County	20	25
Owner's primary residence is in a GLOW region or adjacent county (Allegany, Genesee, Monroe, Ontario, Orleans, Steuben, or Wyoming County)	8	
Owner controls fewer than 20 total residential dwelling units across all properties at time of application	5	

Business Entities

For properties owned by a business entity (e.g., LLC, corporation, partnership), the Owner Residency score is determined by the primary residency of the principal(s) of the business. The registration or principal place of business of the entity itself is not considered. All principals must be disclosed as part of the application process. If principals reside in different locations, the score is based on the primary residence of the majority owner, or if ownership is equal, the managing member. Portfolio size is likewise calculated across all properties owned or controlled by the entity and its principals in aggregate.

B. Targeted Impact (Maximum 25 Points)

This category prioritizes properties in locations where rehabilitation will have the greatest visible community impact. Points within this category are cumulative where applicable; however, for the location subcategory (first three items), only the highest applicable score is awarded.

Criteria	Points	Max
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Property is located within an incorporated Village or designated Hamlet	20	25
Property is located on a primary corridor (NYS Route or County Road)	15	
Property is within a residential cluster (3 or more homes within 2,000 feet)	10	
Property is an isolated rural residential unit (less than 3 homes within 2,000 feet)	5	
Renovation will significantly improve the appearance of a highly visible property (bonus)	5	

Definitions for Targeted Impact Scoring

Village or Hamlet: An incorporated village under New York State law, or a community recognized as a hamlet by Livingston County. The villages in Livingston County are Avon, Caledonia, Dansville, Geneseo, Leicester, Lima, Livonia, Mount Morris, and Nunda. Hamlets are unincorporated communities with a recognized center, such as Piffard, Cuylerville, Hemlock, Lakeville, and others as identified by the LCLBC.

Primary Corridor: A road designated as a New York State Route (e.g., Routes 5, 20, 20A, 36, 39, 63, 256) or a Livingston County Road. These are high-traffic thoroughfares where property conditions are highly visible to the public.

Residential Cluster: A grouping of three (3) or more residential homes located within 2,000 feet of one another, as measured from the nearest points of each property's lot boundary.

Highly Visible Property: A property situated on a highly trafficked street, at a prominent intersection, along a main commercial corridor, or in a location where its condition is readily observable by a significant number of passers-by. The Selection Committee determines eligibility for this bonus.

C. Project Readiness (Maximum 20 Points)

Criteria	Points	Max
High Readiness: Applicant provided a detailed and itemized scope of work (list of specific repairs and photo documentation) that falls within the VRP grant funding cap	20	20
Moderate Readiness: Applicant has a conceptual plan for work needed, but lacks specifics and documentation. Estimated costs may exceed grant cap, but owner demonstrates the ability to cover the overage	10	
Low Readiness: Applicant does not know the full extent of work needed. Costs may exceed VRP grant cap and the owner has not identified a source for remaining funds	5	

D. Level of Need and Property Condition (Maximum 15 Points)

Criteria	Points	Max
High Need: Units require major repairs and require grant funding to return to market	15	15
Moderate Need: Units need minor repairs but require grant funding to return to market	10	

E. Prior Engagement and Waitlist Status (Maximum 15 Points)

Criteria	Points	Max
Applicant is currently on the LCLBC waiting list for VRP assistance	10	15
Applicant responded to the LCLBC's initial interest survey	5	

Note: Applicants who have not yet received funding will be prioritized.

Section V: Project Development and Construction

A. Environmental Review Process

All VRP projects are subject to the State Environmental Quality Review (SEQR) process. The LCLBC will complete a site-specific Environmental Compliance Checklist for each project. The checklist evaluates the property for compliance with environmental hazards, historic preservation requirements, and floodplain issues as applicable. Detailed environmental review instructions and checklist forms are available on the HCR VRP website at: <https://hcr.ny.gov/vrp>.

In addition to the SEQR checklist, the LCLBC will coordinate a Regulated Building Materials survey on the property to identify the presence of asbestos-containing materials or other regulated substances. For properties built before 1980, a Lead Risk Assessment is also required (see Section V.B). The results of all environmental assessments will be shared with the applicant.

Execution of the Property Owner–LPA Agreement is contingent upon both the completion of the engineering site inspection (see Section II.C) and the completion of the site-specific environmental review. Rehabilitation activities may not begin prior to the completion of the site-specific environmental review.

If the environmental review identifies issues that meet certain thresholds—such as a substantial improvement in a floodplain, work on a building with historic or cultural significance, ground disturbance, or zoning changes—the LCLBC will coordinate additional review with HCR’s Environmental Unit through the VRP Project Manager.

Floodplain Requirements

Properties located within the 100-year (1% annual chance) or 500-year (0.2% annual chance) floodplain must be evaluated to determine whether the proposed rehabilitation constitutes a “Substantial Improvement.” A project is considered a substantial improvement if the total project cost exceeds 50% of the market value of the property.

How Substantial Improvement Is Determined:

The LCLBC will calculate the ratio of total project cost to property market value using the HCR’s Substantial Improvement Worksheet for State Funded Projects (Appendix D).

If a project is determined to be a substantial improvement in the 100-year or 500-year floodplain:

The LCLBC will contact the VRP Project Manager, who will submit the project information to HCR’s Environmental Unit for guidance.

The property owner must obtain and maintain flood insurance for the assisted property. The LCLBC will confirm that flood insurance has been obtained before closing out the project.

Property owners should be aware that flood insurance is an ongoing cost that will be the owner's responsibility for the duration of the 10-year Regulatory Period.

The LCLBC will discuss floodplain requirements with all property owners whose properties may be affected as early in the process as possible.

B. Lead-Based Paint Requirements

HCR requires a Lead-Based Paint Policy for all VRP grants. The following is a summary of what this means for property owners. The LCLBC's full Lead-Based Paint Policy is maintained as part of its administrative procedures and is consistent with the requirements in the NYS VRP Program Manual.

Which Properties Are Affected?

The lead paint requirements apply to all buildings constructed prior to 1980. If your property was built in 1980 or later, lead paint requirements do not apply. Additionally, if a lead-based paint inspection (with no positive stop protocol) by a certified professional verifies the absence of accessible lead-based paint, lead paint requirements do not apply.

What Will Happen?

If your property was built before 1980, the following steps will occur as part of your VRP project:

- **Hazard Identification:** A Targeted Risk Assessment will be conducted on all VRP-assisted units and tenant egresses (such as common areas and hallways). This assessment is performed by an EPA-certified Risk Assessor in accordance with EPA CFR 40 Part 745.227(d). A full property risk assessment is encouraged but not required. The LCLBC will coordinate this assessment.
- **Notification and Disclosure:** You will receive a copy of the EPA's "Renovate Right" pamphlet and a "Protect Your Family from Lead in Your Home" publication.
- **Scope of Work Includes Remediation:** If lead hazards are identified, the scope of work for your project will include remediation of those hazards using interim controls and lead-safe work practices. Abatement of friction and impact surfaces is recommended but not required. This work is an eligible use of VRP funds.
- **Certified Contractors Required:** Any contractor performing work that will disturb positive or presumed-positive painted surfaces identified in the risk assessment must be an EPA Certified Renovator working for an EPA Certified Renovation Firm. The LCLBC will verify contractor certifications before work begins. Livingston County holds free EPA Certified Renovator trainings for any firms interested in obtaining this certification. More information about these trainings can be found at: [Lead Renovator Training](#)

- **Clearance Testing Before Final Payment:** After all lead-related work is complete, post-remediation clearance testing will be conducted to verify that dust-lead levels are below the applicable Dust-Lead Hazard Standards (DLHS). Clearance testing must pass before the LCLBC will authorize the final disbursement for the project.
- **Ongoing Maintenance:** During the 10-year Regulatory Period, you are responsible for maintaining the lead-related improvements (interim controls) made as part of your VRP project.

VRP Lead-Based Paint Policy Table

The following table summarizes the complete HCR lead-based paint policy for VRP projects:

VRP Policy	Protocol	
Applicable Units	Properties constructed prior to 1980 All units assisted with VRP funds AND tenant means of egress to such units	
Initial Hazard Identification	Unit Rehab Cost <\$5,000 Test any of unit's interior surfaces to be disturbed using XRF or EPA recognized test kits	Unit Rehab Cost >\$5,000 Targeted Risk Assessment (VRP-assisted units and tenant egresses). Full property risk assessment encouraged but not required. Performed by EPA-certified Risk Assessor in accordance with EPA CFR 40 Part 745.227(d)
Notification and Disclosure	Proof of owner notification Proof of Renovate Right and Protect Your Family from Lead in Your Home publications provided	
Required Actions / Work Practices	Unit Rehab Cost <\$5,000 Conduct work in accordance with EPA work standards per CFR 40 Part 745.85 (RRP Standards)	Unit Rehab Cost >\$5,000 Remediation of identified hazards using interim controls and lead-safe work practices (RRP). Abatement of friction and impact surfaces recommended but not required.

		Conduct work in accordance with EPA work standards per CFR 40 Part 745.85 (RRP Standards)
Eligible Contractors	<p>For work scope items that will disturb any positive or presumed positive painted surfaces in the Targeted Lead Risk Assessment:</p> <ul style="list-style-type: none"> • EPA Certified Renovator Firm • EPA Certified Renovators <p>Certification not required only for contractors performing specific scope items confirmed by LPA to not disturb any positive or presumed positive paint surfaces per the Targeted Risk Assessment.</p>	
Occupant Protection	As needed and only applicable if work being completed in common areas/tenant egress areas of properties that are partially vacant	
Final Inspection	Post-remediation testing to ensure dust-lead hazards are below the DLHS action levels (“Clearance Testing”)	
Dust-Lead Hazard Standard	<p>Standard through 1/11/26:</p> <p>Floors: 10 ug/sf</p> <p>Windowsills: 100 ug/sf</p> <p>Window Wells: 400 ug/sf</p>	<p>New Standard as of 1/12/2026:</p> <p>Floors: 5 ug/sf</p> <p>Windowsills: 40 ug/sf</p> <p>Window Wells: 100 ug/sf</p>
Records Retention	Through 10-year VRP Regulatory Period	
Ongoing Maintenance	Interim Controls: Owner certifies maintenance of program investments during Regulatory Period	
Exemptions	<p>Post-1980 construction</p> <p>Whole-house Lead-Based Paint Inspection (with no positive stop protocol) verifying absence of accessible lead-based paint</p>	

C. Developing Your Scope of Work

Following the completion of the environmental review, the LCLBC will work with the property owner to develop a detailed written Scope of Work (SOW) and internal cost estimate for the project. The SOW defines all required and eligible rehabilitation activities based on the applicant's input, the site visit findings, environmental review results, and HCR program requirements. The SOW establishes the basis for competitive bidding. Where architectural drawings are required for the project, the LCLBC will coordinate and provide those drawings at no cost to the applicant. Once completed, the SOW and cost estimate are presented to the property owner for review.

Both the property owner and the LCLBC must agree on the scope of work before bidding begins.

D. Contractor Selection Process

Pre-Qualified Contractor List

The LCLBC maintains a Pre-Qualified Contractor List of firms that have been vetted for insurance, certifications, and qualifications. When a project is ready for bidding, the LCLBC will solicit bids from the Pre-Qualified Contractor List for the applicable trades. Property owners can select which Pre-Qualified contractors are invited to submit bids for their project. If a property owner plans to work with a specific contractor on a VRP project, they must apply to become a Pre-Qualified contractor. Property owners interested in having a contractor apply can find the Contractor Pre-Qualification RFQ at: <https://livingstoncountylandbank.org/contractors-vendors/>

MWBE Participation Requirements

The LCLBC is required to make good faith efforts to include New York State Certified Minority- and Women-Owned Business Enterprises (MWBEs) in all VRP procurement opportunities. To meet these requirements, the LCLBC actively recruits MWBE firms to join the Pre-Qualified Contractor List and ensures that MWBE firms are included among the contractors invited to bid on each project.

Property owners who select which contractors are invited to bid on their project must include MWBE firms on the Pre-Qualified Contractor List for the applicable trade(s) among those invited.

Bidding Requirements

A minimum of two (2) bids must be received for each project to establish the reasonableness of costs. Awards will generally be made to the lowest responsible bidder. The LCLBC will compare all bids to its internal cost estimate.

If a property owner wishes to select a contractor whose bid is higher than the lowest responsible bid, the property owner may do so but must pay the cost difference directly to the contractor before any VRP grant funds are disbursed.

Property Owner-Contractor Agreement

A written Property Owner-Contractor Agreement must be executed before work begins. This agreement will describe the agreed-upon scope of work, project cost, timeline for completion, payment schedule, change order procedures, warranty obligations, representations regarding conflicts of interest, the contractor's obligation to cooperate with LPA requirements, and required insurance coverage. The LCLBC provides a standard agreement template.

Contractor Conflict of Interest

All VRP projects must be performed by an independent contractor. The following conflict of interest restrictions apply to the contractor procurement process:

- **A property owner may not act as their own contractor.** Property owners receiving VRP funds may not self-perform work on VRP-assisted projects. All work must be performed by a separate, pre-qualified contractor.
- **An immediate family member or business partner of the property owner may not serve as the contractor** on that owner's VRP project.
- **A contractor may not receive VRP funds for work performed on a property that they own**, or a property owned by an immediate family member.

A property owner who is also a licensed contractor may participate in the VRP program as a property owner and may serve as a contractor on other VRP-assisted properties. However, they must hire a separate contractor for any VRP work on their own property.

Any potential conflicts of interest must be disclosed to the LCLBC at the time of application. The LCLBC is responsible for determining whether a conflict of interest exists and reporting it to HCR as necessary.

E. Construction Timeline and Monitoring

Prerequisites for Construction

Construction may begin only after all of the following prerequisites have been met:

- All required agreements have been fully executed, including the Property Owner–LPA Agreement and the Property Owner–Contractor Agreement.
- The Declaration of Interest has been signed, notarized, and filed with the Livingston County Clerk's office.
- All required permits have been obtained or formally confirmed as not required.
- The LCLBC has issued written authorization to proceed.

No VRP funds will be disbursed for any work performed prior to the LCLBC's written authorization.

Permits

The contractor is responsible for obtaining all necessary building permits prior to commencing work. The LCLBC will verify that required permits are in place before issuing authorization to proceed.

Timeline

The contractor must begin work within thirty (30) calendar days of receiving authorization to proceed. The project timeline is established in the Property Owner-Contractor Agreement.

The LCLBC will conduct periodic inspections during construction to monitor progress, quality of workmanship, code compliance, adherence to the approved scope of work, and consistency with the approved timeline. All progress payment requests must include photographs of completed work.

F. Inspections and Project Completion

A final inspection is required before the LCLBC will authorize final payment. The LCLBC, property owner, and other relevant professionals will verify that all work was completed properly and is consistent with the contracted scope of work. The unit must be fully complete and ready for occupancy before the project is considered finished.

A Certificate of Occupancy or Certificate of Completion must be submitted to the LCLBC before final payment is authorized. If a lead risk assessment was conducted, clearance testing results must also be submitted and must meet applicable dust-lead hazard action standards.

The property owner will be asked to sign off on the completed work. If the property owner has concerns about the quality of work, the LCLBC's dispute resolution process will be used to address the issue.

Warranty on Completed Work

The Property Owner-Contractor Agreement includes a twelve (12) month warranty on all workmanship and materials from the date of project completion. Any defects that appear within this period and arise out of defective or improper materials or workmanship shall be corrected by the contractor at the contractor's expense. The contractor will also furnish the property owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

G. Change Orders

If changes to the approved scope of work are necessary during construction, a formal change order must be submitted and approved by both the property owner and the LCLBC before the additional or modified work is performed. Change orders that increase the total project cost beyond the approved budget may require the property owner to contribute additional funds. Change orders that are implemented without the

prior written approval of the LCLBC will not be eligible for reimbursement with VRP funds.

H. Dispute Resolution

Primary responsibility for resolving disputes arising out of VRP-assisted projects rests with the LCLBC. This includes disputes between property owners and contractors as well as disputes between property owners and the LCLBC relating to the scope of work, project timeline, quality of workmanship, change orders, payment, or any party's failure to uphold its obligations.

Any party wishing to raise a dispute must submit a written notice to the LCLBC within thirty (30) calendar days of the date the party knew or reasonably should have known of the matter giving rise to the dispute. The notice should describe the dispute, the resolution sought, and include any supporting documentation or photographs.

Upon receipt of a written notice, the LCLBC will review the matter, which may include conducting a site inspection, reviewing project documentation, and meeting with the parties. The LCLBC will issue its determination in writing. The LCLBC's determination on matters of quality, compliance with the approved scope of work, and eligibility of costs is final and binding.

If the matter cannot be resolved through the LCLBC's administrative process, the LCLBC may, at its sole discretion, consult with HCR and provide a recommended course of action.

The LCLBC reserves the right to withhold payment for disputed work, direct the contractor to suspend work on disputed items, or exercise any other remedies available under the Participant Grant Agreement or the Property Owner–Contractor Agreement at any time, regardless of whether the dispute resolution process has been initiated or completed. No party may use the pendency of a dispute to delay performance of any obligation under either agreement unless the LCLBC provides written authorization.

All dispute resolution activities will be documented in the project file and made available to HCR upon request.

Section VI: Funding and Payment

A. How Funding Works

VRP is a grant program. Property owners who receive prioritization from the Selection Committee will undergo a site inspection by the LCLBC's engineering consultants to confirm project feasibility. Upon confirmation, a final award is issued and the Property Owner–LPA Agreement is executed. Property owners who successfully complete their rehabilitation project in compliance with all program requirements are not required to repay the grant funds, provided they comply with all obligations during the 10-year regulatory period.

VRP funds are paid directly to the contractor upon satisfactory completion of work, as verified through the LCLBC's inspection process. Property owners do not receive VRP funds directly.

In addition to construction costs, a portion of the per-unit award is allocated to construction monitoring services provided by the LCLBC's engineering consultants. These costs will not exceed \$4,800 per assisted unit and may be lower depending on project circumstances. The actual construction monitoring cost will be identified in the Property Owner–LPA Agreement, and the remaining balance of the award will be available for construction hard costs.

B. Payment Process

Payments to contractors are made according to a negotiated draw schedule tied to project milestones. Progress payments may be made during construction upon completion of defined milestones, subject to LCLBC inspection and approval. A final payment is made after the LCLBC confirms that the entire scope of work has been satisfactorily completed and the unit is ready for occupancy. If the property owner has selected a contractor other than the lowest responsible bidder, the property owner must pay the cost difference to the contractor before VRP funds are disbursed. See Section III.D for details

Important: The property owner must have a signed, notarized Declaration of Interest (security instrument) in place before construction begins and before any VRP funds are disbursed. Repairs completed prior to selection and award are not eligible for reimbursement.

Section VII: Your Ongoing Obligations (10-Year Regulatory Period)

By accepting a VRP award, property owners commit to a 10-year Regulatory Period following the completion and final inspection of the rehabilitation work. During this period, property owners must comply with all requirements described in this section. Non-compliance may result in the full repayment of grant funds.

A. Tenant Selection and Income Requirements

Income Eligibility

When placing a tenant in a VRP-assisted unit (including the initial tenant and any subsequent tenants during the 10-year period), the property owner must verify that the tenant's total household income does not exceed the applicable limit:

- **Standard Award:** Tenant household income must be at or below 80% of the Area Median Income (AMI).
- **Enhanced Award:** Tenant household income must be at or below 60% of the Area Median Income (AMI).

AMI figures are published annually by the U.S. Department of Housing and Urban Development (HUD) and are based on household size. The LCLBC will communicate current income limits to property owners. HUD typically publishes new income limits on or around April 1 each year.

Income Verification Methodology

The LCLBC has contracted with a third-party service provider to assist with tenant income verification. This service is provided at no cost to the property owner and is designed to simplify the compliance process. The third-party provider will work with prospective tenants to verify income using applicable documentation.

At the request of both the property owner and the prospective tenant, the tenant may work directly with the third-party provider on the income verification process. The third-party provider will retain income verification documents on file throughout the 10-year monitoring period and will submit all tenant income verifications and supporting documents to the LCLBC for review.

Income Proxies

In some cases, HCR may allow proof of participation in another income-restricted public benefit program to serve as a proxy for income verification. The LCLBC has not yet elected to use income proxies for the Livingston County VRP. All tenant income

verification will be conducted through the standard process described above. If income proxies become available as an option in the future, the LCLBC will notify property owners.

When Income Verification Is Required

Tenant income verification is required at the following times:

- **Initial Tenant Placement:** Income must be verified before the first tenant occupies the assisted unit.
- **Tenant Turnover:** If a qualified tenant moves out during the 10-year period, income verification is required for the replacement tenant before they occupy the unit.

Income verification is not required for lease renewals. If a tenant's household income increases above the limit after signing a lease, the tenant may continue to occupy the unit and renew the lease. However, the property owner remains bound by the maximum rent limit.

Difficulty Finding an Eligible Tenant

The property owner is responsible for marketing the unit(s) and must document all efforts to find an income-eligible tenant. **Reasonable efforts must be documented and must include, at a minimum, the following steps:**

- Listing the unit on publicly accessible platforms (e.g., online rental listing services, local newspapers, community bulletin boards)
- Maintaining records of all marketing activities, including dates, platforms used, and copies of listings or advertisements
- Maintaining records of all tenant inquiries received, including the outcome of each inquiry
- **Contacting the LCLBC for assistance.** Property owners must reach out to the LCLBC before requesting a waiver so that the LCLBC can provide guidance, referrals, and additional support

Property owners should contact the LCLBC as early as possible if they are having difficulty finding a qualified tenant. The LCLBC may be able to connect property owners with local housing agencies, social service organizations, and other referral sources to help identify eligible tenants.

If, after completing the steps above and working with the LCLBC, a property owner is still unable to find an income-eligible tenant, the property owner may request a waiver from HCR through the LCLBC. The LCLBC will work with the property owner to compile the documentation of all efforts made and submit the waiver request. **A waiver request**

will not be submitted unless the property owner has documented all reasonable efforts, including contacting the LCLBC for assistance. Waiver requests are evaluated on a case-by-case basis by HCR.

Tenant Non-Responsiveness During Income Verification

The income verification process requires the cooperation of the prospective tenant. When a property owner identifies a prospective tenant for a VRP-assisted unit, the LCLBC's contracted third-party income verification provider will contact the prospective tenant to collect the documentation necessary to determine income eligibility.

If a prospective tenant is non-responsive or fails to provide the required income documentation after reasonable follow-up efforts by the third-party provider, income verification cannot be completed. In such cases, the third-party provider will notify the property owner that the prospective tenant's eligibility has not been established.

Upon receiving this notification, the property owner may either encourage the prospective tenant to re-engage with the income verification process or select a different prospective tenant who is willing to cooperate with the verification requirements.

No tenant may occupy a VRP-assisted unit until income verification has been completed and the tenant has been confirmed as income-eligible. A lease may not be executed for an assisted unit with a tenant whose income has not been verified. Allowing a non-verified tenant to occupy a VRP-assisted unit constitutes non-compliance with program requirements and may result in the full repayment of grant funds.

The third-party provider will document all contact attempts and outcomes for each prospective tenant. This documentation protects the property owner from any finding of non-compliance, provided the property owner is working in good faith to identify and place an income-qualified tenant.

Property owners who experience difficulty completing the income verification process for a prospective tenant should contact the LCLBC for assistance.

Fair Housing Requirements

Property owners must adhere to all applicable Fair Housing laws when selecting tenants. The property owner retains the right to select their tenant but cannot discriminate on any basis prohibited by federal, state, or local law. The LCLBC may offer tenant referrals, but the property owner is not required to accept referrals.

Units may be rented to eligible family members provided they meet income requirements. The property owner may not live in the assisted unit.

B. Lease Requirements

Property owners must execute long-term leases of at least twelve (12) months with qualified tenants. All lease terms must conform to applicable local and state law. After the initial 12-month lease, the property owner may allow the tenant to rent month-to-month, but must provide a 12-month lease option with the option for the tenant to terminate the lease during the term.

Short-term rentals (such as Airbnb, VRBO, or similar) are not permitted for any VRP-assisted unit during the 10-year regulatory period.

C. Rent Limit Requirements

Participating property owners are bound by a maximum rent limit for any VRP-assisted unit for the duration of the 10-year Regulatory Period. Under no circumstance may the monthly rent charged to a tenant of an assisted unit exceed the rent limit as detailed in this section.

1. Income Eligibility Limits

Property owners must comply with the following adjusted gross income limits for the size of the tenant household. Tenant household income must be verified at the time a lease is executed. At that time, tenant household income must not exceed the limits shown below.

Household Size (# of Persons)	Enhanced Award (60% AMI)	Standard Award (80% AMI)
1	\$43,620	\$58,160
2	\$49,860	\$66,480
3	\$56,100	\$74,800
4	\$62,340	\$83,120
5	\$67,320	\$89,760
6	\$72,300	\$96,400
7	\$77,280	\$103,040
8	\$82,260	\$109,680

Rochester, NY MSA | Calculated using the Novogradac Rent & Income Limit Calculator© | Based on 2025 HUD Income Limits

Note: These figures are subject to change on an annual basis per HUD updates. The most current HUD income limits in effect at the time of tenant selection will apply. If a tenant becomes income-ineligible during their lease, they may continue to occupy the assisted unit. The property owner may also renew the lease even if the tenant is no longer income eligible. Income verification is required only when initially placing a tenant and when a new tenant moves in; it is not required for lease renewals.

Note: For complete details on income verification methodology, income proxies, and the income verification process, see Section VII.A (Tenant Selection and Income Requirements).

2. Maximum Base Rent Limits

Important: Income eligibility and rent limits are determined independently using different criteria. Income eligibility is based on the **number of persons in the tenant's household**, while the maximum rent limit is based on the **number of bedrooms in the unit**. For example, a 3-person household and a 1-person household renting the same 2-bedroom unit would be subject to the same rent limit, even though their income eligibility thresholds differ.

The maximum rent an owner can charge to tenants of a VRP-assisted unit is based on the Area Median Income (AMI) threshold of either 80% AMI or 60% AMI, depending on the award option selected by the property owner (Standard or Enhanced). The rent limit is based on **unit size only** (number of bedrooms). The tenant's household size is not considered in determining the maximum rent. A factor of 1.5 persons per bedroom is used for consistency across the program.

The following table shows the **base rent limits before any utility allowance adjustment**. If the tenant pays any utilities, a utility allowance must be subtracted from these figures to determine the actual maximum rent the property owner may charge (see Section 3 below).

Unit Size (Bedrooms)	Enhanced Award 60% AMI Max Rent	Standard Award 80% AMI Max Rent	FY2025 Fair Market Rent
Efficiency	\$1,090	\$1,454	\$1,022
1 Bedroom	\$1,168	\$1,558	\$1,149
2 Bedrooms	\$1,402	\$1,870	\$1,427
3 Bedrooms	\$1,620	\$2,161	\$1,720
4 Bedrooms	\$1,807	\$2,410	\$1,892
5 Bedrooms	\$1,994	\$2,659	N/A

Rochester, NY MSA | Based on 2025 AMI | Calculated using the Novogradac Rent & Income Limit Calculator©

Note: These figures are subject to change on an annual basis per HUD updates. Fair Market Rent (FMR) is shown for reference only and is not used to determine VRP rent limits.

3. Utility Allowance

If the tenant is responsible for paying any utility costs (heating, cooking, electricity, water/sewer, etc.), a utility allowance must be subtracted from the base rent limit to determine the VRP

maximum rent. The utility allowance is a standard amount based on the applicable utility allowance schedule—it is **not** based on the actual utility bill paid by the tenant.

How It Works:

$$\text{Maximum Rent} = \text{Base Rent Limit} - \text{Utility Allowance}$$

The utility allowance is calculated by adding up the standard allowance amounts for each utility the tenant pays. The following example shows how the utility allowance is determined for a 2-bedroom unit in a duplex where the tenant pays natural gas heating, natural gas cooking, natural gas water heating, and electricity, while the landlord pays trash and water/sewer:

Utility Type	Source	Monthly Allowance (2 BR Duplex)
Heating	Natural Gas	\$62
Cooking	Natural Gas	\$7
Electricity	Electric	\$75
Water Heating	Natural Gas	\$9
Trash	<i>Landlord Pays</i>	\$0
Water/Sewer	<i>Landlord Pays</i>	\$0
Total Utility Allowance		\$153

Source: Rochester Housing Authority Utility Allowance Schedule, Duplex (2–3 units), effective 1/1/2026

In this example, the base rent limit for a 2-bedroom unit at 80% AMI is \$1,870. After subtracting the \$153 utility allowance, the maximum rent the property owner may charge is **\$1,717 per month**. If the landlord pays all utilities, no utility allowance adjustment is needed and the property owner may charge up to the full base rent limit.

Utility Allowance Schedule

The LCLBC uses the **Rochester Housing Authority (RHA) Utility Allowance Schedule** to determine utility allowances for VRP-assisted units. The RHA schedule provides standard monthly allowances by unit size (number of bedrooms) and housing type for each utility category. The current schedule is effective January 1, 2026 through December 31, 2026 and can be found at:

www.rochesterhousing.org/hcv-and-psh-program-standards

Rent Limit Calculation Worksheet

A Maximum Rent Limit Worksheet is provided to help property owners and the LCLBC calculate the maximum allowable rent for each assisted unit. The worksheet is also available on the HCR website at:

<https://hcr.ny.gov/vrp>

The LCLBC will complete the Rent Limit Worksheet for each assisted unit before VRP funds are committed, so that property owners have a clear understanding of the maximum rent they may charge.

4. Annual Adjustments

Both income limits and rent limits change annually as new Area Median Income (AMI) data is published by HUD, typically on or around April 1 of each year. The LCLBC (or its contracted third-party compliance monitor) will calculate updated rent limits and communicate the new maximum monthly rents to property owners. Property owners are responsible for ensuring that rents comply with the updated limits throughout the 10-year Regulatory Period.

The most current HUD data in effect at the time of tenant selection will apply. This means that if HUD publishes new income and rent limits after a property owner receives their award but before a tenant is placed, the new limits—not the limits in effect at the time of the award—govern the tenant’s income eligibility and the maximum allowable rent.

The income and rent limits published in this manual are based on FY2025 HUD data and are provided for reference. Current-year figures will be provided to property owners directly by the LCLBC or its compliance monitor.

5. Examples

The following hypothetical examples illustrate how income limits, rent limits, and utility allowances work together. Both examples assume a duplex property where the tenant pays natural gas heating, natural gas cooking, natural gas water heating, and electricity, while the landlord pays trash and water/sewer.

Example #1 — Two-Family Duplex, Standard Awards

A property owner applies for a Standard Award for their two-family duplex. Both units are vacant and uninhabitable. Unit #1 is a 2-bedroom and Unit #2 is a 2-bedroom. The total award will not exceed \$100,000 (\$50,000 per unit). Nearing completion of construction, the property owner identifies two sets of tenants—for Unit #1, a 3-person household with income of \$50,000; for Unit #2, a 3-person household with income of \$60,000.

Both households must have income at or below the 80% AMI limit for a 3-person household (\$74,800). Both qualify.

Using the RHA Utility Allowance Schedule for a Duplex (2–3 unit) property, the total utility allowance for a 2-bedroom unit with the tenant paying natural gas heating (\$62), natural gas cooking (\$7), electricity (\$75), and natural gas water heating (\$9) is \$153.

UNIT #1	UNIT #2
Standard Award (\$50,000)	Standard Award (\$50,000)
80% AMI	80% AMI
2 Bedrooms	2 Bedrooms
3-Person Household Identified	3-Person Household Identified
Household Income: \$50,000	Household Income: \$60,000
<i>Income Cannot Exceed \$74,800 (80% AMI, 3 persons)</i>	<i>Income Cannot Exceed \$74,800 (80% AMI, 3 persons)</i>
Base Rent Limit: \$1,870/month	Base Rent Limit: \$1,870/month
Utility Allowance: \$153	Utility Allowance: \$153
Maximum Rent: \$1,717/month	Maximum Rent: \$1,717/month

Example #2 — Three-Family Duplex, Mixed Standard and Enhanced Awards

A property owner applies for a combination of Standard and Enhanced Awards for their three-family property. All units are vacant and uninhabitable. Unit #1 is a 2-bedroom, Unit #2 is a 2-bedroom, and Unit #3 is a 3-bedroom. The property owner requests Standard Awards for Units #1 and #2 and an Enhanced Award for Unit #3. The total award will not exceed \$175,000.

Nearing completion of construction, the property owner identifies three sets of tenants:

- **Unit #1:** 2-person household, income of \$45,000 (80% AMI limit for 2 persons: \$66,480)
- **Unit #2:** 3-person household, income of \$55,000 (80% AMI limit for 3 persons: \$74,800)
- **Unit #3:** 5-person household, income of \$50,000 (60% AMI limit for 5 persons: \$67,320)

All three households qualify. Note that Unit #3 is subject to the lower Enhanced Award (60% AMI) rent limit because the property owner received a \$75,000 award for that unit. The utility allowance for the 2-bedroom units is \$153; for the 3-bedroom unit it is \$191.

UNIT #1	UNIT #2	UNIT #3
Standard (\$50,000)	Standard (\$50,000)	Enhanced (\$75,000)
80% AMI	80% AMI	60% AMI
2 Bedrooms	2 Bedrooms	3 Bedrooms
2-Person Household	3-Person Household	5-Person Household
Household Income: \$45,000	Household Income: \$55,000	Household Income: \$50,000

<i>Income Limit: \$66,480 (80% AMI, 2 persons)</i>	<i>Income Limit: \$74,800 (80% AMI, 3 persons)</i>	<i>Income Limit: \$67,320 (60% AMI, 5 persons)</i>
Base Rent Limit: \$1,870/month	Base Rent Limit: \$1,870/month	Base Rent Limit: \$1,620/month
Utility Allowance: \$153	Utility Allowance: \$153	Utility Allowance: \$191
Maximum Rent: \$1,717/month	Maximum Rent: \$1,717/month	Maximum Rent: \$1,429/month

6. Additional Resources

The income and rent limits for the VRP program are determined using the **Novogradac Rent & Income Limit Calculator**®, available at:

<https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator>

Fair Market Rent figures are published by HUD and are available at:

<https://www.huduser.gov/portal/datasets/fmr.html>

Property owners are welcome to use these tools for reference. However, the LCLBC will provide the official rent limits and utility allowance calculations for each assisted unit.

D. Property Maintenance Requirements

Property owners must maintain the assisted property and units in good operating order and condition for the duration of the 10-year regulatory period. This includes making all necessary repairs, renewals, replacements, additions, and improvements in a timely manner. The property must comply with all applicable local building, health, fire, and housing codes.

When an assisted unit becomes vacant, the property owner must make a good faith effort to market the unit and find an income-qualified tenant.

E. Annual Compliance and Monitoring

Third-Party Compliance Monitoring

The LCLBC has contracted with a third-party compliance monitoring service to conduct ongoing monitoring of assisted properties throughout the 10-year regulatory period. This service is provided at no cost to the property owner and is intended to simplify compliance. The third-party monitor will communicate directly with property owners regarding compliance requirements and deadlines.

Annual Requirements

Property owners are required to provide the following on an annual basis:

- A signed annual affidavit confirming continued compliance with all program requirements, including: continued ownership of the property, confirmation that any new tenants have been income-verified (with tenant name and unit number), current rent amounts charged for all assisted units, confirmation that the property is being maintained in good condition, and current property tax payment status
- Documentation of current lease(s) for assisted units
- Verification of rents charged to tenants of assisted units
- Cooperation with periodic property inspections conducted by the LCLBC or its agents

The third-party compliance monitor will collect annual affidavits and submit them to the LCLBC. All affidavits and supporting documentation will be made available to HCR as required.

F. Declaration of Interest (Security Instrument)

The LCLBC will require each property owner receiving VRP funds to sign and file a Declaration of Interest with the Livingston County Clerk's office. The Declaration is a lien on the property that ensures the LCLBC and HTFC are notified of any sale or transfer of title during the 10-year regulatory period. The Declaration runs with the land and transfers to any new owner.

The Declaration must be signed and notarized before construction begins and before any VRP funds are disbursed. The LCLBC will hold the Declaration during the construction process and file it after the final inspection.

Upon successful completion of all ten (10) annual compliance affidavits and the full 10-year Regulatory Period, the Declaration of Interest will be discharged and the lien on the property released.

Subordination of the Declaration

The Declaration of Interest is automatically subordinated for the purposes of primary mortgage financing. This means that if you refinance or obtain a primary mortgage on the assisted property during the 10-year Regulatory Period, the Declaration will not interfere with that transaction.

If you wish to subordinate the Declaration for purposes other than a primary mortgage (for example, a home equity loan or line of credit), you must submit a written request to the LCLBC. The LCLBC will review the request and make a determination based on the following considerations:

- The subordination should not pose an unreasonable risk to the State's investment in the property.

- The LCLBC will consider the amount of equity that would remain in the property and whether that equity would be sufficient to protect the investment of VRP funds in the event that recapture becomes necessary.
- The LCLBC will consider all other debt and loans secured by the property and whether the subordination could put the property at risk of foreclosure.
- If the LCLBC determines there is potential risk to the State's investment, it may still approve the request if denial would pose an undue hardship on the property owner.

The LCLBC is solely responsible for reviewing and documenting subordination decisions. Property owners are encouraged to contact the LCLBC early if they are considering refinancing or other financial transactions involving the assisted property.

G. Non-Compliance and Repayment

Non-compliance by the property owner may require the full repayment of grant funds. There is no pro-rata recapture option. Non-compliance during the 10-year Regulatory Period may result in full recapture of all grant funds expended on the project.

Examples of non-compliance include but are not limited to: failure to rent to income-eligible tenants, charging rent above the maximum limit, failure to maintain the property, failure to submit required annual affidavits, unauthorized sale or transfer, and failure to maintain required insurance.

If a non-compliance issue is identified, the LCLBC will first attempt to work with the property owner to cure the issue. If non-compliance cannot be resolved within a reasonable timeframe, the LCLBC will notify HCR. HCR will confirm whether recapture of funds is required.

If repayment is required, the property owner must remit payment to the LCLBC, which will then remit payment to HCR/HTFC. The property owner must not submit payment directly to HCR/HTFC.

A property owner is not permitted to repay the grant funds for the purpose of releasing the Declaration of Interest.

H. Sale or Transfer of Property

The intent of the program is to assist property owners who plan to own the property for the duration of the 10-year regulatory period. If a property owner wishes to sell or transfer the property during the regulatory period, the following procedure applies:

1. **Notify:** The property owner must notify both the LCLBC and HTFC of the intent to sell or transfer the property.

2. **Disclose:** The property owner must disclose all VRP program requirements to prospective purchasers.
3. **Affirmation:** The new owner must execute a formal Affirmation document accepting all VRP program requirements for the remainder of the 10-year Regulatory Period.
4. **Approval:** Permission for the sale or transfer must be obtained from the LCLBC and HTFC.

The owner may not “buy out” of the program. Non-compliance with this procedure may result in full recapture of grant funds. There is no pro-rata recapture option.

Section VIII: Frequently Asked Questions

Q: Who can apply for VRP assistance?

A: Any property owner who owns a residential property (or property eligible for conversion to residential) with five or fewer units in Livingston County may apply. The property must have at least one vacant unit that is uninhabitable or unmarketable. See Section III for full eligibility requirements.

Q: Do I have to attend an informational session?

A: Yes. Attendance at a VRP Informational Session is required before submitting an application. Sessions are held at the Livingston County Government Center, Room 205/208. Exceptions may be granted for property owners who have previously attended.

Q: How much funding can I receive?

A: Standard Awards provide up to \$50,000 per eligible unit. Enhanced Awards provide up to \$75,000 per eligible unit with deeper affordability requirements (60% AMI vs. 80% AMI tenant income limits). You may apply for assistance for up to five eligible vacant units.

Q: Do I have to repay the grant?

A: No, as long as you comply with all program requirements during the 10-year Regulatory Period. VRP funds are structured as 100% forgivable Deferred Payment Loans with no interest and no payments. Non-compliance may trigger full repayment.

Q: What if my property was built before 1980?

A: A lead risk assessment will be required as part of the environmental review process. If lead hazards are identified, the scope of work will include their remediation, and any contractor performing lead-disturbing work must be EPA RRP-certified. Clearance testing is required before final payment. The LCLBC will coordinate this process. See Section V.B for details.

Q: What happens if I want to sell the property?

A: You must notify the LCLBC and HTFC and obtain permission before selling. You must disclose program requirements to prospective purchasers. The new owner must execute an Affirmation accepting all VRP program requirements for the remainder of the 10-year regulatory period. The Declaration of Interest (lien) transfers with the property. See Section VII.H for the complete procedure.

Q: How are rent limits determined?

A: Rent limits are calculated using the Novogradac Rent & Income Limit Calculator based on your award type (80% or 60% AMI) and unit size (number of bedrooms). A utility allowance is subtracted if the tenant pays utilities. Limits are updated annually.

Q: Do I have to verify tenant income every year?

A: No. Income verification is required only when initially placing a tenant and when a new tenant moves in. It is not required for lease renewals. If a tenant's income increases after signing a lease, the tenant may remain in the unit.

Q: Who handles income verification and compliance monitoring?

A: The LCLBC has contracted with a third-party service provider to handle income verification and ongoing compliance monitoring at no cost to you.

Q: What if I can't find a tenant who meets the income requirements?

A: You must document all reasonable efforts to find an eligible tenant, including listing the unit on publicly accessible platforms, maintaining records of inquiries, and contacting the LCLBC for assistance. If you are still unable to find an eligible tenant after completing these steps, you may request a waiver from HCR through the LCLBC. Contact the LCLBC as early as possible so we can help connect you with referral sources and provide guidance. See Section VII.A for details.

Q: Are mobile/manufactured homes eligible?

A: No. Mobile and manufactured homes are expressly ineligible for VRP. A separate NYS program.

Q: Can I do the work on my property myself instead of hiring a contractor?

A: No. VRP program rules require that all work be performed by an independent, pre-qualified contractor. Property owners may not act as their own contractor, and immediate family members or business partners of the property owner may not serve as the contractor. If you are also a licensed contractor, you may serve as a contractor on other VRP projects but must hire a separate contractor for your own property. See Section V.D for details.

Q: What happens at the end of the 10-year period?

A: Upon successful completion of all ten annual compliance affidavits and the full 10-year Regulatory Period, the Declaration of Interest (lien) will be discharged and removed from the property. No further program obligations apply.

Q: What if the VRP award isn't enough to cover all the work?

A: During the Initial Project Review, the LCLBC will assess whether the project can be completed within the available VRP funding. If the award does not cover the full cost of rehabilitation, you must demonstrate that you have sufficient additional funds available. Your contributions must be paid in full before any VRP grant funds are disbursed.

Q: Can I refinance my mortgage during the 10-year period?

A: Yes. The Declaration of Interest (lien) is automatically subordinated for primary mortgage financing, so it will not prevent you from refinancing. If you need to subordinate the Declaration for other purposes (such as a home equity loan), you must request approval from the LCLBC. See Section VII.F for details.

Q: What if my property is in a floodplain?

A: Properties in the 100-year or 500-year floodplain may be eligible, but if your project qualifies as a “substantial improvement” (cost exceeds 50% of property market value), additional requirements apply, including obtaining and maintaining flood insurance. The LCLBC will evaluate this as part of the environmental review process. See Section V.C for details.

Section IX: Contact Information

Livingston County Land Bank Corporation

6 Court Street, Room 305

Geneseo, NY 14454

Phone: (585) 243-7550

Email: Natecole@livingstoncountyny.gov

NYS Homes and Community Renewal

Program documents and forms are available on the HCR website at:

<https://hcr.ny.gov/vrp>

Appendices

The following appendices are provided as separate documents and are incorporated by reference into this Program Manual:

- **Appendix A:** Property Owner Application Form
- **Appendix B:** Application Scoring Sheet
- **Appendix C:** Sample Property Owner-Contractor Agreement
- **Appendix D:** HCR's Substantial Improvement Worksheet for State Funded Projects
- **Appendix E:** Sample Land Bank-Owner Agreement
- **Appendix F:** Change Order Form

Appendix A



VRP Grant Assistance Application

Livingston County



APPLICANT INFORMATION

Applicant Name:		Phone:	
Additional Owners:		Email:	
Property Deed/Title in the name of:			
Ownership Entity:	<input type="checkbox"/> Individual <input type="checkbox"/> Multiple Individuals <input type="checkbox"/> Nonprofit <input type="checkbox"/> Business Entity <input type="checkbox"/> Trust <input type="checkbox"/> Other		
Ownership Entity Address			
<i>If Ownership Entity is a Business, List the Primary Residence of Each Principal</i>			
Street Address:			
City, Zip:			
Ownership Entity Address (if multiple owners)			
Street Address:			
City, Zip:			
Total Number of Properties Owned by or Under Control of Applicant		Total Number of Residential Rental Units owned by or Under Control of Applicant	

PROPERTY INFORMATION

Street Address:			
City, Zip:			
Number of Housing Units (<i>current</i>) <i>Must be less than 5 to be eligible</i>		Number of Vacant Units	
Number of Housing Units Anticipated (<i>post-rehabilitation</i>) <i>Must be less than 5 to be eligible</i>		Number of Vacant Units to be Assisted with VRP Grant Funds	
Which of the following best describes the property?	<input type="checkbox"/> Residential – Fully Vacant <input type="checkbox"/> Residential – Partially Vacant <input type="checkbox"/> Mixed-Use – Fully Vacant		<input type="checkbox"/> Mixed-Use – Partially Vacant <input type="checkbox"/> Other – Fully Vacant <input type="checkbox"/> Other – Partially Vacant
Describe property including any current uses and occupancy			
Zoning District			

GRANT REQUEST

Type of Grant Award Requested	<input type="checkbox"/> Standard <i>Up to \$50,000 per eligible unit - units affordable to 80% AMI level)</i>	<input type="checkbox"/> Enhanced <i>Up to \$75,000 per eligible unit - units affordable to 60% AMI level</i>
Estimated Number of Vacant Units in Request to be Assisted with VRP Grant Funds		Estimated Total Grant Funds Requested

Property Details

Provide information regarding all the units in request as applicable.

Unit	Beds	Baths	Square Feet
Unit 1			
Unit 2			
Unit 3			
Unit 4			
Unit 5			

SCOPE OF WORK

Describe the anticipated rehabilitation activities for which you are requesting VRP grant assistance. If awarded funds, Livingston County Land Bank will prepare a detailed scope of work and cost estimate for your project. Attach any estimates/bids or written scope of work that have already been prepared if available. Provide photos for scope items if available.

Property Details

Location	Repairs needed	Estimated cost (if available)
Mechanical (HVAC, chimney, furnace, etc.)		
Plumbing		

<p>Electrical</p>		
<p>Interior Surfaces and Assemblies (doors, drywall, paint, flooring, smoke detectors, framing, waterproofing, kitchen appliances, bathroom appliances, etc.)</p>		
<p>Exterior Surfaces and Assemblies (exterior paint, steps, railing, sidewalk, driveway, window frames, soffit/fascia, foundation, siding, exterior doors, etc.)</p>		
<p>Roof and Gutter Assemblies (main roof, porch roof, shed roof gutters, downspouts, etc.)</p>		
<p>Additional items</p>		

Will VRP funds be sufficient to cover the costs of the scope of work provided above? If not, please provide documentation showing funding available to cover the overage costs.

PROJECT READINESS

Please describe the status of your property, including any approvals already received, permits obtained, plans created, environmental testing completed, other funding sources committed, or any other information regarding project readiness.

--

Conflicts of Interest

Identify any potential conflicts of interest in receiving grant assistance including any personal or familial relationships with staff of the Livingston County Land Bank or Livingston County

--

APPLICANT ATTESTATIONS

Applicants for VRP assistance must agree with the following by checking the box to the right of each statement.

Responsible Owner Verification Statements	I Agree
Payments on the primary mortgage and other loans secured by this property are current and the property is not in foreclosure proceedings OR there is no current mortgage or loan secured by the property and the property is not in foreclosure proceedings.	<input type="checkbox"/>
There are no delinquent property taxes for this property, including local, county, school, and other applicable taxes.	<input type="checkbox"/>
There are no overdue utility payments for this property, including any gas, electric, water, and other utilities applicable to this property.	<input type="checkbox"/>
There is an active comprehensive insurance policy in effect for this property OR I can document that the property is not currently insurable but will be insured after work is completed.	<input type="checkbox"/>
No owners of the property are currently involved in any bankruptcy proceedings.	<input type="checkbox"/>
There are no outstanding or unresolved federal, state, or local liens on the property.	<input type="checkbox"/>
I have not been found in violation of any local, state, or federal fair housing laws or regulations with any properties in my real estate portfolio or myself as the property owner(s) including any properties under my control through a subsidiary or other entity/owner.	<input type="checkbox"/>
I am not currently under investigation by the Department of Health (DOH), the Environmental Protection Agency (EPA), the Department of Housing and Urban Development (HUD), any state agency, or any local government, for any violations of laws or regulations.	<input type="checkbox"/>
Acknowledgement of Select Grant Conditions and Requirements (other requirements apply)	I Agree
The units I am applying to receive assistance for are vacant and are either not currently habitable or not currently marketable due to their condition.	<input type="checkbox"/>
I have not, and will not, displace a tenant voluntarily or involuntarily either permanently or temporarily for the purposes of making a unit eligible for grant assistance.	<input type="checkbox"/>
I understand that if my property was constructed prior to 1980, the program requires a Lead Risk Assessment and that the scope of work is required to address any identified lead hazards.	<input type="checkbox"/>
If my property is located in a floodplain I understand that I may be required to obtain flood insurance to receive VRP assistance.	<input type="checkbox"/>
I will facilitate necessary site visits by the Grantor to verify eligibility for grant assistance and to inspect the property.	<input type="checkbox"/>
I understand that if the rehabilitation work exceeds, or is likely to exceed, the grant award limit that I may be required to show proof of additional available funds as a condition of award and may be required to expend such funds prior the expenditure of grant funds on the project.	<input type="checkbox"/>
I understand that I am not permitted to serve as my own contractor, that a competitive bidding process to solicit a qualified contractor will be conducted on my behalf, and that no costs incurred prior to signing a grant agreement are eligible for reimbursement.	<input type="checkbox"/>
If selected for a VRP award I will abide by the program requirements for 10 years, including selecting income-qualified tenants, charging rents at or below the maximum allowed by the program, keeping units in good condition, allowing for periodic site inspections, and transferring the property only to a new owner willing to assume the obligations of the program.	<input type="checkbox"/>
If selected for a VRP award, I will execute an agreement with the Grantor and agree to file a Declaration of Interest on the Property with the County Clerk. I understand that non-compliance may require full repayment of any awarded grant funds.	<input type="checkbox"/>

I affirm that the information provided in this application is true and correct to the best of my knowledge. I understand that providing false or misleading information may result in disqualification from the Vacant Rental Program and may require repayment of any awarded funds.

SIGNATURES	
Signature of Owner	Signature of Co-Owner (s)
Printed Name	Printed Name
Date	Date

DOCUMENTATION CHECKLIST
The following documents must be provided for an application to be considered for an award.
<ul style="list-style-type: none"> <input type="checkbox"/> Driver's license or government issued photo ID <input type="checkbox"/> Copy of current property deed <input type="checkbox"/> Insurance policy declarations page or other proof of active comprehensive property insurance policy and flood insurance if applicable <input type="checkbox"/> Most recent statement for primary mortgage on property and any other loans secured by the property OR notification that there are no mortgages or loans secured by the property <input type="checkbox"/> Most recent utility bill statements for all applicable utilities OR explanation of why no bills can be provided (e.g., utilities turned off for extended period) <input type="checkbox"/> Proof of no delinquent property taxes on the property (e.g., recent property tax statements/receipts) <input type="checkbox"/> A list of all residential and non-residential real estate owned (or have interest in) by the applicant in Livingston County and any adjoining County. <input type="checkbox"/> If owned by business entity, documentation of all principals of business (if applicable) <input type="checkbox"/> Copies of bids/estimates or scope of work (if applicable) <input type="checkbox"/> Copies of any lead inspection/risk assessment or asbestos reports (if applicable) <input type="checkbox"/> Copies of any permits already obtained (if applicable) <input type="checkbox"/> Any violation notices (if applicable) <input type="checkbox"/> Copies of any architectural or engineering plans (if applicable) <input type="checkbox"/> Scope of work photos (if applicable) <input type="checkbox"/> Documentation of funds to cover overage costs (if applicable) <p>Livingston County Land Bank reserves the right to request additional documentation</p>

Appendix B

LIVINGSTON COUNTY VACANT RENTAL PROGRAM (VRP)



Property Owner Scoring Sheet

APPLICANT INFORMATION		
Owner Name:		Phone:
Additional Owners:		Email:
VRP Property Street Address:		
City, Zip:		
Date:		
ELIGIBILITY CRITERIA		
<i>All items must be "YES" for the applicant to proceed to scoring</i>		
	YES	NO
Applicant attended informational session		
Legal Ownership: Applicant meets ownership criteria		
Property owner meets responsible owner criteria		
Property owner application submitted and complete		
Vacancy status: Units are currently vacant and unmarketable/uninhabitable		
Conflict of interest: No prohibited conflicts of interest with the County or LCLBC		
Project is a permitted use under local zoning, has a variance, or is grandfathered in		
Property size: Property contains 5 or less units		
PROPERTY SCORING		
<i>I. Owner Residency & Portfolio (Max 25 Points)</i>		
The property owner resides within Livingston County (20 points)		
The property owner resides within an adjacent County (10 points)		
The property owner controls fewer than 20 total residential units (5 points)		
<i>II. Targeted Impact (Max 25 Points)</i>		
The property is located within a Village or Hamlet (20 Points)		
The property is located on a primary corridor - a New York State Route or County Road (15 points)		
The property is located in a residential cluster - three or more residential homes within 2000 feet (10 points)		
The property is an isolated rural residential unit - less than three residential homes within 2000 feet (5 points)		
Renovation will significantly improve the appearance of a highly visible property (5 points)		
<i>III. Project Readiness (Max 20 Points)</i>		
High Readiness: Applicant provided a detailed and itemized scope of work (list of specific repairs and photo documentation) that falls within the VRP grant funding cap. (20 points)		
Moderate Readiness: Applicant has a conceptual plan for work needed, but lacks specifics and documentation. Estimated costs may exceed grant cap, but owner demonstrates the ability to cover the overage (10 points)		
Low Readiness: Applicant does not know the full extent of work needed. Costs may exceed VRP grant cap and the owner has not identified a source for remaining funds. (5 points)		
<i>IV. Level of Need and Property Condition (Max 15 Points)</i>		
High Need: Units require major repairs and require grant funding to return to market (15 points)		
Moderate Need: Units need minor repairs but require grant funding to return to market (10 points)		
<i>V. Prior Engagement & Waitlist Status (Max 15 Points)</i>		
Applicant is currently on the waiting list for VRP funding (10 points)		
Applicant responded to the initial survey indicating interest in VRP funding (5 points)		
Note: applicants who have not yet received funding will be prioritized		

LIVINGSTON COUNTY VACANT RENTAL PROGRAM (VRP)

Property Owner Scoring Sheet



CATEGORY		POINTS EARNED
<i>I. Owner Residency & Portfolio (Max 25 Points)</i>		
<i>II. Targeted Impact (Max 25 Points)</i>		
<i>III. Project Readiness (Max 20 Points)</i>		
<i>IV. Level of Need and Property Condition (Max 15 Points)</i>		
<i>V. Prior Engagement & Waitlist Status (Max 15 Points)</i>		
TOTAL SCORE		
CODE ENFORCEMENT COMMENTS		
SELECTION COMMITTEE REVIEW		
Date:		
Reviewer Notes:		
<i>Selection Committee Vote</i>		

Approved for funding []

Approved for waitlist []

Application denied []

State Reason:

Committee Chairman Signature: _____

Date _____

Appendix C

**AGREEMENT
FOR THE PERFORMANCE OF
HOUSING IMPROVEMENT WORK**

PARTICIPANT(S): [REDACTED]
PROPERTY STREET ADDRESS: [REDACTED]
MUNICIPALITY: [REDACTED] County
SECTION/BLOCK/LOT: [REDACTED]
TOTAL CONTRACT AMOUNT: [REDACTED]

This Agreement For the Performance of Housing Improvement Work (“Agreement”) made this [REDACTED] day of [REDACTED], 202[REDACTED] by and between [PARTICIPANT(S) NAMES] (“Participant”), and [CONTRACTOR NAME] having a principal place of business at [CONTRACTOR ADDRESS] (“Contractor”).

WHEREAS, Livingston County Land Bank Corporation (“Local Program Administrator” or “LPA”) received New York State Housing Trust Fund Corporation (“HTFC”) grant funds under the Vacant Rental Program (the “Program”), the purpose of which is to assist Participants with housing unit repairs;

WHEREAS, the Participant intends to have the improvements completed on their real property (the “Project”); and

WHEREAS, the Participant has accepted assistance for the Project from the LPA under the Program; and

WHEREAS, the Participant has selected the Contractor to carry out the Project;

Now, therefore, the parties do mutually agree as follows:

1. Employment of the Contractor.
The Participant hereby engages the Contractor to perform the services and supply the materials upon the terms and conditions set forth herein.
2. Contract Price.
Subject to the terms and conditions stated herein, the Contractor has agreed to perform the Work under this Agreement for the sum of \$[REDACTED].
3. Scope of Work.
The Contractor shall perform all services and furnish all materials necessary to make the improvements described in the “Work Write-Up/Scope of Work” required by the Program and attached hereto as Attachment A. No charge for any extra work or material will be allowed unless the same has been ordered and approved by the Participant and the LPA on a formal Change Order. If any changes to the approved Scope of Work are necessary during the course of construction a formal change order must be submitted in writing by the Contractor and approved by the Owner

and LPA. Change orders that increases the total project cost beyond the VRP Award Amount may require the Owner to contribute additional funds to the Project, unless modifications to the Scope of Work to reduce the overall cost of the Work are made and agreed upon by Owner, Contractor and LPA. Contractor agrees to include the cost of the construction monitoring services to be performed by LPA's engineer as part of the Work Write-Up/Scope of Work, and acknowledges that the cost of the construction monitoring services will be paid with Owner's VRP Award Amount.

Any additional work for which the Participant(s) wishes to retain the Contractor that goes beyond the improvements described in the Work Write-Up/Scope of Work must be subject to a separate agreement between the Participant and the Contractor.

4. Acceptance of Project Conditions.

In non-emergency situations, the Contractor warrants that they have carefully examined all contract documents and have visited the Participant's property and has observed all existing conditions, installations, work of others, and work to be performed by others or by the Participant, and knows of no defect, deficiency, error, or inaccuracy in the specifications which adhere to and would cause failure in any manner to achieve the intended rehabilitation or failure to operate.

5. Acceptance of Contractor's Bid and/or Proposal.

Upon the execution of this Agreement, the Contractor's Bid and/or Proposal (attached hereto as Attachment B) shall be accepted by the Participant, but the Contractor shall not commence performance until they have received a Notice to Proceed Order.

6. Time for Performance.

The Contractor shall commence performance of the improvements as described in the Work Write-Up/Scope of Work within thirty (30) calendar days of receipt of a fully executed Notice to Proceed Order, and all work to be performed by the Contractor shall be completed within [set project timeline] calendar days thereafter.

7. Subcontracting/Assignment.

The Contractor shall not assign this Agreement, in whole or in part, at any time. Any subcontract awarded by the Contractor shall not release the Contractor from all obligations of this Agreement in respect to Work performed under any subcontract, and all provisions of this Agreement shall be deemed incorporated into any subcontract, and be a part thereof, binding upon the subcontractor. The Contractor agrees that they are fully responsible to the Participant for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor, the Participant, and the LPA.

8. Insurance.

Before the execution of this Agreement, the Contractor shall provide the LPA with an insurance certificate for comprehensive general liability coverage in a minimum amount of \$1 million

naming the Participant, the LPA, the State of New York, and the Housing Trust Fund Corporation as additional insureds together with proof of workers' compensation coverage. The Contractor shall also bear the risk of loss for all tools, equipment, and materials not yet installed into the Participant's property.

9. Permits and Codes.

All permits and licenses necessary for the completion and execution of the Work shall be secured and paid for by the Contractor. All Work shall be done in conformance with applicable laws, ordinances, and municipal codes. The Contractor is responsible for providing any and all information required to secure approval for all necessary permits and licenses. The Contractor shall provide the LPA with a copy of any permits required. Should the Contractor perform the Work without securing the necessary permits or licenses, they shall bear all costs and liabilities arising therefrom.

10. Waiver of Liens.

Prior to the final payment of funds being disbursed hereunder, the Contractor shall submit to the Participant and the LPA a release of all mechanics and material liens.

11. Payments.

Participant has applied for and been approved to receive a grant award in the amount of _____ Dollars (\$ _____) under the Program to be used for eligible Project costs (the "Program Funding"). The Program Funding amount for the Participant is based on the lowest bid received for the Work. The LPA will make any progress payments directly to the Contractor upon satisfactory verification by the Participant(s) or by the right of its own inspection, that the Project is meeting its intended 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 the LPA.

In the event Participant has selected a contractor other than the lowest bidder, Participant shall be solely responsible for payment of all costs of the Scope of Work exceeding the Program Funding, including but not limited to change orders, upgrades, unforeseen conditions, or any other amounts not covered by the Program Funding. In this event, the Participant shall first be responsible for payments to the Contractor based upon the agreed Scope of Work, attached as Attachment A. Once the Participant has paid all costs in excess of the Program Funding, the LPA will then make payments directly to the Contractor based upon the agreed upon Scope of Work.

To substantiate Work costs, contractors must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the LPA to maintain effective internal controls.

The payment of any amount(s) due and payable to the Contractor, shall be made upon satisfactory final inspection by the LPA and submission of a Certificate of Occupancy or a Certificate of Completion to the LPA.

12. No Liability to LPA.

The Contractor and the Participant each acknowledge and agree that the LPA is not a party to this Agreement and shall have no liability or obligation to the Contractor for the payment of any amounts due under this Agreement in excess of the Program Funding. The Participant remains responsible for payment of all amounts due to the Contractor in excess of the Program Funding.

13. Workmanship/Warranty.

The Contractor warrants that all materials to be incorporated and all Work performed shall be free of defects and shall meet all relevant standards of merchantability for the purposes intended.

The Contractor shall keep the Project area clean and orderly during the course of the Work and remove all debris upon completion of the Work. Materials and equipment that have been removed and replaced as part of the Work shall belong to the Contractor unless otherwise specified in writing by the Participant.

14. Defects After Completion.

The Contractor shall execute and deliver, in a form to be provided by the LPA, a guaranty of the work performed on the Project for a period of twelve (12) months from the date of completion. Furthermore, the Contractor shall furnish the Participant with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Agreement. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon the direction of the Participant and/or the LPA, be corrected and made good by the Contractor at their expense.

15. Lead-Based Paint Hazards.

The use of lead-based paint products in the Project is specifically prohibited. The Contractor must comply with the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting Rule ("RRP") which may be found at 40 CFR 745 Subpart E. Federally funded projects must also follow Residential Lead-Based Paint Hazard Reductions Act of 1992 (24 CFR Part 35 Subpart B-M).

16. Inspection of Work.

The LPA, HTFC, and/or their designees shall at all reasonable times have access to the Project site for purposes of inspection and examination.

17. Records.

The Contractor shall maintain accurate books of account and records of all matters pertaining to the work under this Agreement, including, but not limited to, wages and hours of all employees, account of all materials, suppliers and independent contractors, and all matters pertaining to compliance with laws. Upon written notice of the LPA or HTFC, the Contractor shall furnish copies of such records during reasonable business hours.

18. Default.

In the case of default hereunder by the Contractor, the Participant and/or the LPA may exercise any corrective or remedial action, to include, but not be limited to, advising the Contractor to suspend, discontinue, or refrain from incurring costs for any activities in question or requiring the Contractor to reimburse the LPA for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.

19. Third Party Enforcement Rights.

The LPA is hereby made an express third-party beneficiary of the rights granted to the Participant under this Agreement and shall be entitled to enforce the rights of the Participants under this Agreement should the Contractor breach or otherwise fail to perform its obligations under this Agreement.

20. Termination for Cause.

Should the Contractor fail to furnish materials or execute work in accordance with the provisions of this Agreement or fail to proceed with or complete work on the Project, upon seven (7) calendar days written notice to the Contractor, the Participant and/or the LPA shall have the right to declare the Contractor in default hereunder. Such notice shall contain the reason(s) for the Participant and/or the LPA's intent to declare the Contractor in default and, unless the violations shall cease with seven (7) calendar days of service of such notice, the Contractor shall be declared to be in default. The Participant's notice of default to the Contractor, should the Contractor's violations remain uncured following the seven (7) day notice window, shall entitle the Participant to proceed to have the remaining Work on the Project completed by another contractor. The Contractor shall be responsible for any damages resulting to the Participant, including costs incurred as the result of contracting with an additional contractor, by reason of said default.

21. Responsibilities After Termination.

Nothing contained in this Contract, or any amendment, supplement, or addition hereto, including the cancellation or termination of this Agreement, shall in any way relieve the Contractor from the responsibilities of complying with the warranties and guarantees as provided for in Section 14 of this Agreement.

22. Lien Law/General Business Law Article 36-A Notice.

Under Article 36-A of the New York State General Business Law, any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The Participant may contact an attorney to determine his/her rights to discharge a mechanic's lien.

The Participant expressly acknowledges that if the Contractor (or any subcontractor) is not paid, the Contractor (or subcontractor, if applicable) may have a claim against the Participant which may be enforced against the Project property in accordance with applicable lien laws.

The Contractor expressly acknowledges that they are legally required to deposit all payments received prior to completion of the Project in accordance with § 71-a(4) of the New York State Lien Law or that, in lieu of such deposit, the Contractor may post a bond or contract of indemnity with the Participant guaranteeing the return or proper application of such payments to the purposes of this Agreement in accordance with §71-a(4)(b) of the New York State Lien Law.

23. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Participant, the LPA, HTFC, and any of their agents and employees from and against any and all claims, actions, damages, losses, expenses, and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Participant, LPA, and/or HTFC, as a result of or in connection with the Program.

24. 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.

25. Amendment.

Any modification or amendment to this Agreement must be requested in writing and approved in writing by the Participant, the Contractor, and the LPA.

26. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Notices.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses set out below. Notice of a change of address shall be deemed to have been given when it is received.

Participant(s)' Address for Notice: _____

Contractor's Address for Notice: _____

LPA's Address for Notice:

28. NOTICE OF PARTICIPANT'S RIGHT TO CANCEL.

In addition to any and all other rights of the Participant's to revoke an offer, the Participant may cancel this Agreement until midnight of the third business day after the day on which Participant executes this Agreement. Cancellation occurs when a Written Notice of Cancellation is given to the Contractor. Notice of Cancellation, if given by mail, shall be deemed given when deposited in a mailbox property addressed and postage prepaid. A Notice of Cancellation shall be sufficient if it indicates the intention of the Participant not to be bound by the terms of this Agreement.

29. Miscellaneous.

- (a) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit, or construe the contents of such sections.
- (b) This Agreement, including the attachments, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Project.
- (c) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

30. Opportunity for Review.

The Participant and the Contractor hereby acknowledge that they have had the opportunity to read this Agreement and seek the advice of an attorney if they so choose.

_____ (Participant Initials) _____ (Contractor Initials)

31. Attachments. The following attachments are hereby incorporated into this Agreement and the Participant(s) shall adhere to the provisions contained therein.

- Attachment A – Work Write-Up/Scope of Work
- Attachment B - Contractor's Bid and/or Proposal
- Attachment C – Lead Based Paint Risk Assessment

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

Contractor

Participant

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Second Participant *(if applicable)*

Signature: _____

Printed Name:

Title:

Date:

Appendix D

NYSHCR Substantial Improvement/Rehabilitation Worksheet – State Funded Projects

Introduction:

Several regulations¹ require a determination of whether a rehabilitation project constitutes substantial improvement or rehabilitation. This Worksheet is designed to aid in that determination.

Worksheet:

1. Current market value of structure:² \$ Click or tap here to enter text.
2. Total cost of proposed improvements:³ \$ Click or tap here to enter text.
3. Cost to correct previously identified health/safety/sanitary violations:⁴ \$ Click or tap here to enter text.
4. Subtract line 3 from line 2. Enter total. \$ Click or tap here to enter text.
5. Divide line 4 by line 1. Enter total as percentage % Click or tap here to enter text.

If Line 5 is less than 50%, the project is not substantial improvement/rehabilitation.

If Line 5 is more than 50%, the project is substantial improvement/rehabilitation.

¹ State Building Code and 6 NYCRR 502 define “Substantial Improvement” (cost exceeds 50 percent of the market value). Improvements to comply with health and safety codes and alterations of structures listed on the National Register of Historic Places or on a State Inventory of Historic Places do not apply for determinations of substantial improvement. [6 NYCRR 502.2(bb) defines “Substantial Improvement as cost exceeds 50 percent replacement value. This “replacement value” definition is no longer used.]

² Current market value of the structure proposed for renovation (not including the value of the land or other detached buildings). If the structure has been damaged, use the established market value *before* the damage occurred. This figure must be adequately documented, e.g., real estate appraisal or full value assessment if structure and land are itemized separately.

³ Excluding administrative costs and overhead.

⁴ Attach statement from Code Enforcement Office.

Appendix E

NEW YORK VACANT RENTAL PROGRAM
PARTICIPANT GRANT AGREEMENT

This New York Vacant Rental Program Participant Grant Agreement (“Agreement”) is made effective as of the _____ day of _____, _____, by and between Livingston County Land Bank Corporation (“LPA”), with an office at 6 Court Street, Room 305, Geneseo, New York 14454, and _____ (“Owner”), residing at or having a principal place of business at _____.

WITNESSETH:

WHEREAS, LPA 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, LPA 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 real property located at STREET ADDRESS (the “Premises”) using funds to be provided through the Program being administered by LPA; and

NOW, THEREFORE, LPA and the Owner agree as follows:

1. Term.

The period of performance for all activities assisted pursuant to this Agreement shall commence on the effective date of this Agreement and end at the end of the Regulatory Period (as defined herein)(“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 LPA 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 Grant 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 Premises is in a special flood hazard area.
- (c) The Owner has received a copy of LPA’s program manual for the Program (“Program Manual”) and has had an opportunity to review its requirements placed upon the Owner through the duration of the Term prior to executing this

Agreement. A copy of the Program Manual is attached hereto as Attachment E and made a part hereof.

3. Project Costs.

- a) At least two (2) 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 Premises itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by the LPA. The LPA will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, re-imburement will be based on the amount of the lowest bid.
- b) Eligible contractors shall be those selected from any list maintained by the LPA, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
- c) Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The LPA, State of New York, **and** the Housing Trust Fund Corporation must be listed as additional insured.
- d) Owners and/or family members shall not be involved in the bidding process.
- e) The LPA agrees to directly reimburse the contractor selected by the Owner 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 the LPA. The Owner acknowledges that the Owner will not receive VRP funds directly from LPA.
- f) The maximum amount of Program funds to be provided to the Owner is the VRP Award Amount. Owner acknowledges that a portion of the Program funds, in the amount of [\$ _____] and as set forth in the Project budget attached as Attachment B, will be allocated towards construction monitoring services for the Project. In the event that the Owner selects other than the lowest bidder, Owner acknowledges that funds provided by LPA will be based on the amount of the lowest bid, and the Owner shall be responsible for any and all costs beyond the amount of the lowest bid. The Owner further acknowledges and agrees that Owner-contributed funds must first be spent before VRP funds are disbursed to the selected contractor.
- g) The Owner shall have a signed, notarized Declaration of Interest (security instrument) in place before construction begins with the selected contractor and before any VRP funds are disbursed pursuant to the Program. Repairs completed at the direction of the Owner prior to selection and award under the Program are not eligible for reimbursement.

4. Reimbursement.

- a) Funds will be disbursed to the contractor selected by the Owner only after costs are incurred, documented, and approved by the Participant, the LPA 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 the LPA, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, the Owner(s) 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 the LPA 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 the LPA to the Owner, as a reimbursement pursuant to this Grant 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. Inspection of Work: Unsatisfactory Work.

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

6. 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 real property improved under the Program (“Assisted Property”) 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 Premises 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. Annual Rent Limits will be communicated by the LPA to the Owner on an annual basis.
- b) It is essential that the Owner(s) 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 Assisted Property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The Owner may elect to hire a lead inspector to perform this assessment.
- c) The Owner of the Assisted Property will be required to execute a 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 Grant 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 the LPA shall have the right, pursuant to its agreement with the HTFC, to inspect the Assisted Property to monitor the Owner's compliance with this requirement.

- d) The Assisted Property shall not be sold during the Regulatory Period without prior written consent of the HTFC. The Owner must disclose the requirements imposed on the Assisted Property by this Grant 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 Grant Agreement and the Declaration. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner.
- e) The Owner acknowledges and agrees that Owner's non-compliance with the requirements established by the Program, including those set forth in the Program Manual, may result in the Owner's repayment of the full grant award to LPA.

7. Reports and Access to Records.

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

8. Termination.

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

9. Compliance with Local Laws and Codes.

Any contract or agreement to be executed relative to the work contemplated by this Grant 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, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

10. Notice of Investigation or Default.

The Owner shall notify the LPA 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, the LPA 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.

11. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the LPA to make any further payment of Program funds shall, if the LPA so elects, terminate and the LPA may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the LPA 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 the LPA, 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 the LPA;
 - (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, the LPA 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 the LPA 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 the LPA 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 the LPA for any reason, or upon the closeout of the Program, the LPA shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the LPA of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the LPA 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. The LPA 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.

12. Indemnification.

Any contract or agreement to be executed by the Owner in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the LPA, the City/Town/Village of _____ 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.

13. Assignment.

The Owner shall not assign this Grant Agreement without the prior written consent of the LPA and any such request for assignment of said Grant Agreement must be addressed to the LPA, at the address listed in the preamble of this Agreement.

14. Waiver of Liability.

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

15. Photograph Release.

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

16. 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 the LPA.

17. 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.

18. Disputes.

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

19. 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 LPA reserves the right to advertise assisted units in any lawful manner it chooses, including to local housing agencies and authorities.

20. Incorporation of Program Manual. The Program Manual is incorporated into this Agreement by reference and made a part hereof. Owner agrees to undertake and accomplish its obligations under this Agreement in accordance with the terms and requirements of the Program Manual.

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

Attachment B – Project Budget

Attachment C – Dispute Resolution Policy

Attachment D – Draft Declaration of Interest

Attachment E – Photograph Release Form

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

LPA
Signature → _____

Owner
Signature → _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Appendix F

CHANGE ORDER REQUEST FORM

Date: _____

Change Order # _____

Contractor: _____

Project/Property Address: _____

Description of Changes to Project (attach additional pages if needed):

Reason for Changes (attach additional pages if needed):

Price. These Changes:

- Increase the Contractor Fee By: \$ _____
- Decrease the Contractor Fee By: \$ _____
- Do Not Affect the Contractor Fee Amount.

Project Duration. These Changes:

- Extend the duration of the Project by: _____
- Shorten the duration of the Project by: _____
- Do Not Affect the Project's duration.

Original Contract Amount:

\$ _____

New Total Project Cost:

\$ _____

Approved by the Land Bank on: _____

This Change Order amends the Agreement between the Land Bank and Contractor to the extent detailed above and is effective as of the date of the last signature below.

Contractor: _____
By: _____

Land Bank: _____
By: Megan Crowe, Executive Director

Date: _____

Date: _____