



LONG ISLAND HOUSING PARTNERSHIP, INC.



**PROGRAM GUIDELINES**

**THE ARBORETUM AT FARMINGVILLE AFFORDABLE RENTAL HOUSING PROGRAM**

**PLEASE READ CAREFULLY**

**LOTTERY APPLICATION DEADLINE: OCTOBER 2, 2023**

The Long Island Housing Partnership (LIHP), in cooperation with Brookhaven Residences, LLC (the “Owner”) and the Town of Brookhaven, is pleased to announce that it is accepting Lottery Applications for thirty (30) new affordable rental units (the “Affordable Units”) in Farmingville, New York. The 30 Affordable Units are part of a larger rental complex known as “The Arboretum at Farmingville”.

LIHP is responsible for administering the program qualification process for the Affordable Units on behalf of the Owner. Set forth herein are the Program Guidelines with respect to eligibility for the units. LIHP strictly complies with these Program Guidelines and applicants are urged to read them thoroughly. Documentation will be reviewed for compliance and completeness. LIHP staff is available to assist with the process, address questions or provide any assistance regarding eligibility. If you have any questions regarding any of the Program Guidelines, or need any assistance including language assistance such as translation and/or oral interpretation services, please email LIHP at [info@lihp.org](mailto:info@lihp.org) before applying. Employees of LIHP and their immediate family members are precluded from participating in the program.

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

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

**THE ARBORETUM AT FARMINGVILLE RENTAL PROGRAM**

The Arboretum at Farmingville is a new 292-unit rental complex containing 30 Affordable Units consisting of two-bedroom and three-bedroom rental units of various styles. The complex is located at 510 Horseblock Road, Farmingville, NY. All 30 Affordable Units will be available to households with incomes that do not exceed 80% of the Nassau/Suffolk area median income (AMI) as determined by HUD and adjusted for household size.

The Arboretum at Farmingville is set on a beautiful 62-acre property located in Farmingville, New York. The luxury garden-style community will have state-of-the-art amenities that will include a resort pool and cabana area, fitness center, yoga room and fitness on demand room. The community will also contain a seven-acre park with walking trails and picnic areas for use by the complex and local residents.



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**MAXIMUM & MINIMUM INCOME GUIDELINES**

The Affordable Units will be available to households with incomes at or below 80% of the HUD Area Median Income for Nassau/Suffolk Counties (AMI), adjusted for household size. The 2023 income limits are as follows:

**80% AMI**

**2 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$86,200	\$66,480
2	\$98,500	\$66,480
3	\$110,800	\$66,480
4	\$123,100	\$66,480
5	\$132,950	\$66,480

**3 BEDROOM**

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$86,200	\$76,824
2	\$98,500	\$76,824
3	\$110,800	\$76,824
4	\$123,100	\$76,824
5	\$132,950	\$76,824
6	\$142,800	\$76,824
7	\$152,650	\$76,824

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

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



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**AVAILABLE UNITS**

<b><u>UNIT TYPES</u></b>	<b><u># OF UNITS</u></b>	<b><u># OF BEDROOMS</u></b>
Lower Flat	10	2
Upper Flat w/Loft	10	2
Townhouse A	7	2
Townhouse B	2	3
Detached Single-Family Home	1	3

**NOTE: Owner advises that units will be available for occupancy in phases with 3 units available in 2023, 16 units in 2024 and 11 units in 2025. The schedule and unit designations are Owner’s estimates and are subject to change.**

**RENTS**

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

2 Bedroom Lower Flat, Upper Flat, Townhouse A:	\$ 2,564
3 Bedroom Townhouse B:	\$ 2,946
3 Bedroom Detached Single-Family Home	\$ 2,924

**ANNUAL RECERTIFICATION**

The maximum household income requirements are adjusted annually by HUD. Recertification of income will be required annually to remain eligible for the Program and to preserve the units as affordable for occupants who meet the income guidelines. Occupants will meet the income guidelines on recertification as long as their household income does not exceed 80% of the Nassau/Suffolk AMI as determined by HUD and adjusted for household size. Occupants of the Affordable Units whose income exceeds this amount will no longer be eligible for the Program and will be required to vacate.

**FEES**

Additional fees may be imposed by the Owner for such items as a security deposit, credit and background assessments, trash collection, pets, parking, water, renter’s insurance, or other items. The fees are set by the Owner and are subject to change by the Owner without notice. Any fees are assessed solely by the Owner and LIHP has no responsibility for such assessments or determinations. Applicants should contact the Owner directly for information on Fees at 631-716-5000.

**CREDIT/MINIMUM INCOME/ BACKGROUND CHECK**

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



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**OCCUPANCY/UNIT SELECTION**

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

**PETS**

The complex is a pet friendly community; however, certain restrictions apply as determined solely by the Owner. Additional fees may apply. Service and/or assistance animals are not subject to the pet policy. Applicants should contact the Owner directly for information on the Pet Policy at 631-716-5000.

**ELIGIBILITY PROCESS**

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

- STEP 1:** Applicant submits a **Lottery Application to LIHP** to be included in the Lottery
- STEP 2:** Applicants names are randomized through use of a Lottery
- STEP 3:** Following the lottery, the Owner conducts a credit/minimum income/background review in ranking order
- STEP 4:** Applicant submits a Formal Program Application, together with required documentation, to LIHP
- STEP 5:** If eligible, applicant works directly with Owner for lease-up

**LOTTERY APPLICATION**

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

Online and hand-delivered Lottery Application Forms must be received by **5:00 p.m.** on **October 2, 2023**  
Lottery Application Forms submitted by mail must be **received (not postmarked)** by **October 2, 2023**

Only one **Lottery Application** is allowed per household. **Lottery Application received after the deadline date will not be considered.**

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



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### THE LOTTERY/WAITLIST

As soon as possible following the close of the application period, LIHP will conduct the Lottery. The lottery may be in-person, virtual or a hybrid. Applicants will be notified, by email or regular mail if no email is available, of the date, time, location, and manner of the Lottery. Applicants are encouraged to attend either in-person, if permissible, or by logging-in. Applicants are advised that their names will be publicly announced at the Lottery. Names will be randomly selected from the Lottery, either manually or electronically, assigned a ranking number based on the order selected, and placed on a Waitlist in ranked order (the "Ranked Waitlist"). LIHP will notify each applicant, by email or regular mail if no email is available, of their ranking from the Lottery. Applicants will be reviewed for eligibility in the order in which they are randomly ranked from the Lottery.

### CREDIT/MINIMUM INCOME/BACKGROUND REVIEW

Following the Lottery, LIHP will forward the Lottery Application to the Owner and/or its agents, who will conduct a credit, minimum income and background assessment on the household. Applicants will be reviewed in the order they are ranked on the Ranked Waitlist. The credit/minimum income/background checks, and any fee, are performed and required solely by the Owner and/or its agents based upon their internal requirements for tenant occupancy and LIHP is not responsible for the conduct or results of such review. The Owner and/or its agents will advise LIHP whether the applicant meets the requirements. LIHP will advise applicants as to their approval or rejection, via email or regular mail if no email is available. If an applicant is deemed ineligible, the applicant will be removed from the Ranked Waitlist.

### FORMAL PROGRAM APPLICATIONS/INCOME ELIGIBILITY

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

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

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



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

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

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

**Prior to Lottery:**

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

**Following a Lottery:**

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

**General Provisions:**

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

**FAIR HOUSING AND NON-DISCRIMINATION**

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



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**LIMITED ENGLISH PROFICIENCY AND ACCOMMODATIONS**

Applications and Program Guidelines are available in English and Spanish and will be made available in other languages as requested. LIHP will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) and persons who need assistance or who have a limited ability to speak, read, or write English, will have meaningful access and an equal opportunity to participate in the Program. Interpreters, translators and other aids needed to comply with this policy shall be provided as reasonably necessary. If you have any questions regarding the guidelines, or need assistance including language assistance such as translation and/or oral interpretation services, please contact the LIHP at [info@lihp.org](mailto:info@lihp.org).

**DISCLAIMER OF LIABILITY/RELEASE**

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

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

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

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