

Notice of Funding Availability (NOFA)
Tompkins County, New York

Community Housing Development Fund

2020
Open Funding Round

Applications Accepted until
Wednesday, September 23, 2020

I. Statement of Intent

Tompkins County faces a growing deficit of housing of all types, with a particular need for new housing units for low- to moderate-income households. This deficit requires the development of a substantial number of new housing units and the rehabilitation and retention of units that might otherwise become unaffordable or uninhabitable.

Tompkins County, Cornell University and the City of Ithaca (the current funding entities, with new partners welcome) established the Community Housing Development Fund (CHDF, formerly known as the Housing Fund) for the term of 2009-2015 to help communities, organizations, and housing developers throughout Tompkins County to work towards this goal and to better respond to the diverse affordable housing needs of residents. In 2015, the program was extended for an additional six years in order to continue supporting projects that encourage sustainable, affordable living – projects that consider and mitigate those costs that affect affordability of living in a housing unit, including the direct cost of the housing unit, as well as transportation and energy costs. The program also seeks to support development of mixed-income projects with a diversity of income levels among residents.

In 2020, the application process will continue. Applicants are strongly encouraged to carefully read this NOFA in order to ensure that their applications meet the requirements. Major points include:

- ***Award cap for applications*** – Applicants responding to this NOFA may request a maximum of \$400,000 per project to construct new or to rehabilitate existing housing that will be owner-occupied, and a maximum of \$300,000 to construct new or to rehabilitate existing rental housing. Rental projects pursuing 9% LIHTC funding may apply for up to \$150,000. In rare instances the fund may exceed this cap if project metrics dictate such a need. The maximum available per unit is \$40,000 for owner-occupied housing and \$30,000 for rental housing for those earning 80% or less AMI. The maximum available per unit is \$30,000 for owner-occupied housing for those earning 81% to 120% AMI and \$20,000 for rental housing for those earning 81% to 100% of AMI. Applicants are encouraged to carefully reflect on their project funding needs; as demand for available resources exceeds the funding available to this program, the maximum award amounts may not be possible.

Project Type	Maximum Per Unit Award	Maximum Total Award
Rental Units up to 80% AMI	\$30,000	\$300,000
Rental Units 80% AMI-100% AMI*	\$20,000*	\$300,000*
Rental Units Pursuing LIHTC	\$30,000	\$150,000
For Sale Units up to 80% AMI	\$40,000	\$400,000
For Sale Units 80% AMI-120% AMI*	\$30,000*	\$400,000*

*A majority of funded units must serve households at or under 80% AMI. See page 5.

- **Application deadlines** –Applications in response to this NOFA may be submitted at any time until September 23, 2020. The following table indicates the deadline for 2020.

Application Received By:	Funding Recommendation By:	Contract Must Be Executed By**:
Wednesday, September 23, 2020	Friday, October 16, 2020	3 months from award notification

*** Standard Contract Attached as Exhibit D– Specific project scope will be added but any other changes should be proposed at time of application.*

II. OVERVIEW OF APPLICATION (NOTE: PLEASE READ ON IN THIS NOFA FOR DETAILS OF EACH COMPONENT)

Cover Page	See p. 9 for items to include in cover page
Narrative <i>(up to 16 pages in total, addressing each of the 8 evaluation criteria with up to 2 pages each)</i>	Applicant Track Record (up to 2 pages) Development Budget & Project Leverage (up to 2 pages) Project Readiness & Financial Feasibility (up to 2 pages) Long Term Affordability (up to 2 pages) Smart Growth Characteristics (up to 2 pages) Green Building Practices (up to 2 pages) Project Design & Impact (up to 2 pages) Property Tax Impacts (up to 2 pages)
Attachments <i>(please provide table of contents if attachments exceed 15 pages)</i>	See p. 16 for full list and please use provided forms where requested for: Development Budget – Provide .xlsx file with formulas Source of Funds Chart <i>Rental projects only:</i> 10-year Cash Flow Analysis and Rental Operating Budget – Provide .xlsx file with formulas <i>For sale projects only:</i> For Sale Unit Pricing and For Sale Net Sales Proceeds and Distribution of Funds – Provide .xlsx file with formulas Unit Type Description
Application Certification and Execution	Please ensure this page is signed and dated

Submit **one original application** and a **CD or USB drive** containing an electronic PDF file of the written application with all related attachments. If an applicant desires to provide separate electronic files of the various sections of an application, **please ensure that a single PDF file of the entire application** is also provided on the CD or USB drive. Also, if an application exceeds 30 pages and/or 20MB, an additional abridged version is requested to be included on the CD or USB drive that is **no more than 20 MB in size and no more than 30 pages**.

Applications must be delivered by mail or in person by 4:00 PM September 23, 2020 to:

**Tompkins County Department of Planning and Sustainability
121 E. Court Street
Ithaca, New York 14850**

Questions or Concerns – please email planning@tompkins-co.org or call 607-274-5560.

III. Program Background

The Community Housing Development Fund is a locally funded and administered program that assists with the development costs associated with residential and mixed-use real estate development projects. Eligible uses of the fund include costs associated with purchasing or underwriting the direct cost of land, construction costs, rehabilitation costs, or any other development cost that will reduce overall cost of the housing units developed as long as these housing units remain permanently affordable.

IV. Community Housing Development Fund Overview

The Community Housing Development Fund is designed to ensure that newly constructed or rehabilitated housing units remain affordable to successive buyers or renters. Permanent affordability is retained by such measures as income qualifying prospective buyers or renters and limiting the sales price or rent of units; separating the ownership of the land from the ownership of the housing unit, whereby only the housing unit is purchased by the homebuyer, and by restricting the amount of equity that a homeowner can take from the housing unit upon sale (Community Housing Trust model); or other equivalent mechanisms. Eligible uses of the fund include the cost of land, construction, or any development costs that will reduce the cost of new or newly rehabilitated non-student housing units developed, provided these housing units remain permanently affordable by using a mechanism such as the Community Housing Trust or another acceptable mechanism. Those applying to the CHDF are highly encouraged to partner with an agency that is capable of serving as a housing trust.

The Community Housing Development Fund recognizes the value of producing and retaining mixed-income housing that is available to a diversity of residents with a range of incomes, and that mixed-income housing projects that include affordable units should be encouraged. Therefore, units for households earning up to 120% AMI for owner-occupied housing and 100% AMI for rental housing are eligible for program assistance, provided that:

- Projects with 9 or more units: a majority of the units for which an applicant seeks support are reserved for those earning 80% AMI or less.
- Projects with 8 or fewer units: at least half of the units for which an applicant seeks support are reserved for those earning 80% AMI or less.

Please also note that applications seeking assistance solely for affordable units in a mixed-income project are eligible for funding on a per-unit basis (subject to project caps) of affordable housing provided, regardless of how many market rate units are part of the overall project.

V. Eligible Applicants

Applications may be submitted by any of the following entities:

- 1) 501 (c)(3) not-for-profit organizations incorporated in New York State.
- 2) Tompkins County municipalities, including the City of Ithaca, towns and villages.
- 3) Public Housing Authorities that serve Tompkins County.
- 4) Private, for-profit developers.

VI. Terms and Conditions

Eligible Uses of Funds

Purchase or underwrite the direct cost of land, construction costs, rehabilitation costs, or any other development cost that will reduce overall cost of the housing units developed as long as these housing units remain permanently affordable. This may include expenses involved in the purchase of land such as closing costs, title search, appraisal, and survey of the land, as well as construction costs. An appraised value of the land needs to be completed.

At least half of the units for which assistance is requested must be intended for those earning 80% or less AMI. **Mixed income projects are encouraged, but Community Housing Development Fund awards must only be allocated to the affordable housing units to be developed for those earning 120% or less of AMI for owner-occupied units and 100% or less of AMI for rental units.**

Funding Amount

Overall Project Funding Cap: A project may apply for a maximum of \$400,000 to construct new or to rehabilitate existing housing that will be owner-occupied, and a maximum of \$300,000 to construct new or to rehabilitate existing rental housing. Rental projects pursuing 9% LIHTC funding may apply for up to \$150,000.

Units¹ for Households earning 80% AMI or below: Within the overall project funding cap, a maximum of \$40,000 may be awarded per affordable unit for newly constructed or rehabilitated owner-occupied housing and \$30,000 per unit for newly constructed or rehabilitated rental units.

Units for Households earning 81-120% AMI: Within the overall project funding cap, a maximum of \$30,000 may be awarded per affordable unit for newly constructed or rehabilitated owner-occupied housing for those earning up to 120% AMI. A maximum of \$20,000 may be awarded per affordable unit for newly constructed or rehabilitated rental housing for those earning up to 100% AMI.

Grant Term

Funds will be provided as a grant. **Successful applicants must receive building permits prior to drawing funds,** and draw down grant funds as follows:

- For projects applying for low income housing tax credits: within one (1) year of notice of contract execution, contingent upon award of low income housing tax credit award.

¹ Non-traditional housing proposals (e.g. supportive housing group homes, single room occupancy residences, etc.) may consider two bedrooms to equal one unit, if the unit does not provide a private bathroom and kitchen. For questions about project design, please contact the Tompkins County Planning Department at 607-274-5560 or planning@tompkins-co.org.

- For all other (non-tax credit) projects: within one (1) year of contract execution.
- If the units are not completed within 18 months of grant draw down, the awardee must repay the grant. Applicants may request an extension by letter or email, explaining the reason why an extension is needed, which may be granted at the discretion of the Program Oversight Committee.

VII. Minimum Eligibility Requirements

1. Location. Project must be located in Tompkins County.
2. Affordability. Project must include units of affordable housing for low and moderate-income households, and may request support for affordable units for middle-income households, provided that a majority of supported units are reserved for low and moderate-income households. Low and moderate-income households are defined as households earning 80% or less of AMI for Tompkins County. Middle-income households are defined as those earning 81-120% of AMI for homeowners and 81-100% of AMI for renters in Tompkins County. Rent and utilities in an apartment or the monthly mortgage payment and housing expenses for a homeowner should not exceed 35% of a household's monthly income to be considered affordable housing.

Special Provision for Sustainable, Affordable Living Project

Consideration may be given to funding projects proposing housing expenses up to 40% of a household's monthly income, if and only if, the project is deemed a SUSTAINABLE, AFFORDABLE LIVING PROJECT- projects that consider and significantly mitigate the major costs that affect affordability in addition to direct housing cost: transportation and energy. To acquire funding at these higher percent of income rates, a proposal must exceed the standards set in the selection criteria, for these areas and provide a comprehensive vision for developing sustainable, affordable living.

Examples of project characteristics that might qualify for this designation would be projects located in a Development Focus Area (as defined in *Building Vibrant Communities in Tompkins County ... a Development Focus Areas Strategy*²) or within ¼ mile of a major employment or community service center or a public transit stop, with a complete pedestrian walkway connection between the housing units and the center or transit stop, and/or projects that achieve extremely high levels of energy efficiency beyond the requirements of the New York State Energy Code. It will be necessary to demonstrate how overall household expenses can be reduced to support the higher housing cost.

Projects must benefit low- and moderate-income households. Income limits are based on annually updated limits set by HUD for Tompkins County (<https://www.huduser.gov/portal/datasets/il.html>). As of the time of this NOFA's publication, limits were as follows:

² http://www.tompkinscountyny.gov/files/planning/documents/DevelopmentFocusAreasStrategy_adopted_10-2-12.pdf

HUD FY2019 Income Limits for Tompkins County

Household Size	Income Limit (80% AMI)	Income Limit (100% AMI)	Income Limit (120% AMI)
1	\$47,000	\$58,800	\$70,560
2	\$53,700	\$67,200	\$80,640
3	\$60,400	\$75,600	\$90,720
4	\$67,100	\$83,900	\$100,680

3. Long-Term Affordability. Applicant must be able to ensure that affordability is maintained and monitored for a minimum of 49 years and that **the affordability requirement is tied to the property in case of a sale. See Long Term Affordability on page 12.**
4. Site Control. Applicant must have site control in the form of title, an option to purchase, a long-term lease, or other forms acceptable to the Program Oversight Committee.
5. Experience. Applicant must have a demonstrated track record in one or more of the following areas: residential real estate development/construction (multi-unit experience where applicable), affordable housing development and/or management. Proposals including supportive housing units (ex. units for individuals who are homeless, have mental health diagnoses, have developmental disabilities, are recovering from substance abuse, are re-entering the community from jail or prison, etc.) should demonstrate that the applicant or applicant’s project partner has experience providing supportive services for the residents.
6. Community Plans. Project must demonstrate alignment with the goals of the Tompkins County Comprehensive Plan³ including smart growth/nodal development goals, and the adopted Comprehensive Plan of the host community (if applicable).
7. Tompkins County Energy Recommendations for New Construction (2018). Project must demonstrate consideration of higher energy efficiency standards and incorporation of renewable energy systems as detailed in the Tompkins County Energy Recommendations for New Construction (Exhibit A). Multifamily rental projects with five or more units may be eligible for assistance in considering energy options in their design through the Tompkins County Business Energy Advisors (BEA) Program (Exhibit B and information at <http://tompkinscountyny.gov/bea>).
8. Housing Strategy. Project must demonstrate alignment with the Tompkins County Housing Strategy (link in Exhibit C).

VIII. Application Process

Funds will be awarded to applicants on a competitive basis. The application process is as follows:

- 1) Notice of Funding Availability (NOFA) - posted at: <http://www.tompkinscountyny.gov/planning/housing-choices-housing-fund> and distributed to an email list of interested parties by the Tompkins County Department of Planning and Sustainability

³ <http://tompkinscountyny.gov/files/compplan/documents/FINAL-March%2012-low%20res.pdf>

2) If you have questions about the NOFA, please contact planning@tompkins-co.org or 607-274-5560.

3) Application Submission and Deadline - Applicants must submit one original application and a CD or USB drive containing an electronic PDF file of the written application with all related attachments. If an applicant desires to provide separate electronic files of the various sections of an application, please ensure that a single PDF file of the entire application is also provided on the CD or USB drive. Also, if an application's file size exceeds 30 pages and/or 20MB, an additional abridged version is requested to be included on the CD or USB drive that is no more than 20 MB in size and no more than 30 pages.

Applications must be delivered by mail or in person by 4:00 PM September 23, 2020 to:
Tompkins County Planning Department
121 E. Court Street
Ithaca, New York 14850

4) Review Process - Applications will be scored by the Application Review Committee appointed by the Program Oversight Committee using the evaluation criteria outlined below. Applications will be recommended for funding by the Application Review Committee to the Program Oversight Committee based on scoring and qualitative assessments. The Program Oversight Committee may request an interview and/or clarifying information. The Program Oversight Committee will be responsible for making funding award recommendations, which will be forwarded to the appropriate funding entity for final approval. Top scoring by the Application Review Committee is not a guarantee of recommendation by the Program Oversight Committee or of approval by the funding entity.

5) Final Approval - All funding awards must be approved by the funding entity prior to disbursement. **Announcement of a recommendation of award from the Program Oversight Committee is not a guarantee of funding.**

6) Contract - Following final approval, successful applicants will be required to execute a funding award contract within 3 months of award notification (or within 3 months of LIHTC award, if applicable) and ensure adequate ongoing asset management for a contracted period of project operation.

7) Reports, Verifications and Documentations - Successful applicants may be required to provide periodic and final project reports, verifications, and documentation during the development of the project and during the contracted period of project operation. During the development phase of the project, successful applicants will be expected to produce and meet agreed upon development timelines. Failure to comply with these requirements may result in the recapture of awarded funds.

X. Application Cover Page

Provide a single cover page including the following information:

- Project Name
- Project Address
- Applicant's Corporate Name and Address (including zip code)
- Corporation type and proposed ownership structure
- Contact Person
- Telephone and e-mail address.
- A one-paragraph summary description of the proposed project including the requested funding proposal amount and its proposed use; total funding necessary to complete the project; total

number of units, number of affordable units (noting if any are reserved for special populations), and project location.

- Indicate how the project would change if partial funding was provided. Also, indicate how the project would change if it did not receive funding from the Community Housing Development Fund.
- Status of: site plan approvals; zoning approvals; and environmental reviews under SEQRA, NEPA, or local environmental review requirements (attachment is permitted if full status will not fit on cover page).

XI. Evaluation Criteria

Applications for the Community Housing Development Fund that satisfy the eligibility requirements will be evaluated and scored against the following criteria:

Criteria Overview

1. Applicant Track Record
2. Development Budget & Project Leverage
3. Project Readiness & Financial Feasibility
4. Long Term Affordability
5. Smart Growth Characteristics
6. Green Building Practices
7. Project Design & Impact
8. Property Tax Impacts

Although the criteria indicate that we are looking for as much detail as possible in the proposal, we recognize that, depending upon the stage in the development process the project is at, the applicant may have a limited amount of firm information on some aspects of the project at the time of application. The applicant is encouraged to provide as much detail as possible regarding aspects of the project that have been firmly established as well as the current intent regarding aspects of the project that are not as well defined. When providing this information, the level of certainty should be indicated, for example by use of wording such as “will provide” where there is a high degree of certainty and “intend to provide” where there is not.

Include a maximum two-page narrative for each of the following eight scoring criteria (not to exceed 16 pages of narrative PLUS attachments):

1) Applicant Track Record

- a. Describe your experience developing or administering other affordable housing projects. Briefly describe the scope of up to three recent projects that are representative of some or all of the characteristics of the one proposed, the funding involved, and the start and completion dates of each project. Summarize your method of construction (i.e., use of a general contractor or a construction manager).
- b. Identify the development and management team, including developer, any contracted development professionals and construction contractors. Describe the qualifications and experience of the key members of your development team. Describe financial strength and lender resources proposed for this project. For each major contractor (architect, contractor, property manager, etc.) provide a list of the three most recent projects similar in scope to this project that they have completed. You are

encouraged to use minority and women owned businesses for consultants, contractors and sub-contractors to the greatest extent possible.

- c. For **affordable homeownership projects** (includes buildings with owner-occupied units), include your team’s experience in managing the program, including program marketing and qualifying applicants. For projects that require support services, provide team’s experience working with appropriate support service partners or administering and managing specialized services.
- d. For projects including **supportive housing units**, include your team’s experience in providing supportive services to the population you propose to serve and details of staffing plans to provide necessary services.
- e. Attach a resume for each of the key members of your development team or a description of their role in three projects representative of some or all of the characteristics of the one proposed. If available, for proposed or actual building contractors only, use AIA form A305.
- f. Provide two references.

2) Development Budget & Project Leverage

- a. Attach a development budget clearly indicating the proposed use of the Community Housing Development Fund and the total development cost per unit of affordable housing (use the attached sample development budget format). If no development budget exists, describe your strategy to create a feasible development plan and preliminary financing plan including adequacy of work plan to overcome feasibility obstacles.
- b. Attach a Source of Funds chart using the following format to identify sources of other funds for this project and status of funds.

SOURCE OF FUNDS	COMMITTED	PROPOSED	TYPE OF FUNDING (Grant, Forgivable Loan, Loan, Equity)	AMOUNT
Bank Financing	†	†		\$
Public Financing: Identify Source	†	†		
Equity	†	†		
Other	†	†		
Community Housing Development Fund*	†	†		
TOTAL DEVELOPMENT COSTS				\$
Community Housing Development Fund as a % of Total				%

* **NOTE:** The Community Housing Development Fund will not fund Administrative Costs, Operating Costs, or Reserves. Other funds must be used.

- c. If available, attach written third-party evidence of other financing/funding commitments These commitments must be current commitments and available for expenditure up to and including the time frame for use as outlined in your proposed development schedule. (Attachments will not count toward the 2 page max for this section)

3) Project Readiness & Financial Feasibility

Provide a narrative describing project readiness that includes the following:

- a. Project location and current status of site control. Attach evidence of site control.

- b. Attach evidence of local support (Specific details can be found in *Attachment Checklist*).
- c. Status of: design drawings; plans to address any known or potential project site environmental conditions; site plan approvals; zoning approvals; and State Environmental Quality Review (SEQR) Act requirements. Attach preliminary project design documents.
- d. Current status of the project and proposed timeline for project implementation with key milestones included.
- e. Describe how grant funds will leverage other funding and describe the relationship between the funds requested and total funding.
- f. Rental projects should attach a 10-year operating pro-forma (use attached rental sample operating pro-forma and include .xlxs file) and Rental Operating Budget (use attached form and include .xlxs file).
- g. For sale units should attach a For Sale Unit Pricing (use attached form) and For Sale Net Sales Proceeds and Distribution of Funds (use attached form and include .xlxs file).

4) Long Term Affordability

Note that projects with units either held in a community housing trust or with regulatory agreements ensuring long-term affordability (such as those for low income housing tax credit projects) will be prioritized in this category.

Explain how the project will remain permanently affordable through application of the principles of a community housing trust or other tool. Permanent affordability is defined as affordable for at least 49 years. For-profit applicants, as well as non-profit applicants without in-house capability, must demonstrate they have an agreement with a not-for-profit affordable housing agency for the agency to **(a) verify incomes** of potential tenants or homebuyers, and **(b) monitor the rental or sales price** of the affordable unit(s) to ensure that rent and utilities in an apartment, or the monthly mortgage payment and housing expenses for a homeowner, would not exceed 35% of a household's monthly for a household earning 80% or less (and should middle-income units be included, 81-120%) of area median income for Tompkins County. For qualifying “sustainable, affordable living projects” the maximum percentage of these expenses may be increased to a maximum of 40%. When funding is limited, projects that reach lower income levels may be prioritized. **Applicants whose projects are not held by a community housing trust or subject to long-term affordability regulatory agreements (ex. LIHTC projects) should also provide a legal instrument, such as a deed restriction and contract with an affordable housing agency to ensure that affordability is maintained and monitored for a minimum of 49 years and that the affordability requirement is tied to the property in case of a sale. See Exhibit D**

5) Smart Growth

Demonstrate how the project supports sustainable/smart growth or meets nodal development principles and objectives as discussed in the *Tompkins County Comprehensive Plan* and in *Building Vibrant Communities in Tompkins County ... a Development Focus Areas Strategy*. Smart growth principles are:

- Mixed land uses
- Compact building design
- Creates a range of housing opportunities and choices
- Creates walkable neighborhoods
- Fosters distinctive, attractive communities with a strong sense of place
- Preserves open space, farmland, natural beauty, and critical environmental areas
- Strengthens and directs development towards existing communities

- Enables a variety of transportation choices
- Makes development decisions that are predictable, fair and cost effective
- Encourages community and stakeholder collaboration in development decisions

Nodal development is development that is located in a population center as a way to direct growth towards existing communities that are already served by viable infrastructure. It includes a variety of uses and associated amenities commonly found in villages and hamlets. Nodes of development would ideally offer a variety of housing types, mix of non-residential land uses, a pedestrian-friendly design, and a public transportation option within a neighborhood scale. The intention of nodal development is to create a walkable, affordable, accessible, and distinctive community. Maintaining rural character outside of the nodes is a positive outcome associated with Nodal development. Nodal development in small, rural areas is particularly appropriate when it revitalizes or expands upon existing hamlet, village, or employment centers.

Specifically, the project:

- Is located less than ¼ mile from a designated stop for public transportation.
- Utilizes existing public infrastructure such as roads, sewer, water and other public utilities.
- Is located less than ½ mile from services or facilities such as parks, post office, neighborhood retail, banks, etc.
- Is connected to a major employment center by an uninterrupted and safe pedestrian route less than two (2) miles in length and/or an uninterrupted and safe bicycle route not longer than four (4) miles in length.
- Built at an average density of at least seven (7) net units per acre.
- Will contribute to development/retention of a quality neighborhood.
- Protects natural resources, preserves rural and agricultural lands and minimizes environmental impacts associated with new development.

If the project does not support these principles for a particular reason, applicants are encouraged to state the reason. **Applicants are encouraged to save paper and briefly state how their projects comply with local plans rather than including extensive copies of those plans in their applications.**

6) Green Building Practices

Applicants are strongly encouraged to pursue the NYSERDA support available to residential developers and builders for construction and renovation of energy efficient housing, ranging from single-family homes through multi-family buildings. More information is available at <https://www.nyserda.ny.gov/newconstruction-Res>. Additionally, Tompkins County's Business Energy Advisors (BEA) program can assist developers of multifamily (5+ units) in understanding energy options and in setting energy goals for their building projects (Exhibit A, and <http://tompkinscountyny.gov/bea>).

Explain green building practices that will be utilized to encourage sustainable development such as:

- a. Energy efficiency and renewable energy (demonstrating considerations as detailed in the Tompkins County Energy Recommendations for New Construction (2018) in Exhibit A)
- b. Use of sustainable materials
- c. Water efficiency
- d. Occupant health and safety
- e. Waste reduction

- f. Intent to apply for LEED certification
- g. Intent to apply for NYSERDA energy efficiency assistance (<https://www.nyserda.ny.gov/newconstruction-Res>)

If the project is not using these practices for a particular reason, applicants are encouraged to state the reasons.

7) Project Design & Impact

Show how new housing development matches the housing needs of Tompkins County to increase the number of affordable and moderate priced housing units suitable for a broad range of household incomes, types and sizes. Both rental and owner housing should be developed in forms and sizes that provide more choice than are presently available today. Mixed income development is desired.

- a. Identify the tenure of the housing (rental, ownership), the type of housing (numbers of units per building: single family, duplex, townhomes), and the size of the units (total square footage and mix of number of bedrooms/bathrooms).
- b. State the estimated total development cost, average cost per unit and a schedule of proposed sale prices or rental rates per type of unit for all units in the project.
- c. Clearly identify the number of units in the overall project and the number of affordable housing units as a percentage of the total units created by the proposed project.
- d. For the affordable units, identify the number and size of units that will be available to each low- and moderate-income range (below 30%, 31-50%, and 51-80% of area median income) and, if included in the project, middle-income ranges (81-120% or 81-100% of area median income). If these units include supportive housing, clearly identify the number of units and intended population(s). When funding is limited, projects that reach lower income levels may be prioritized.
- e. Attach a plan to ensure residents meet income eligibility guidelines at time of entry. If other background screening of residents is planned, please provide criteria to be used. Applicants are strongly encouraged to ensure that criminal background requirements be no more restrictive than necessary, and should be aware that the U.S. Department of Housing and Urban Development has issued guidance on the application of Fair Housing Act standards to the use of criminal records by providers of housing and real estate-related transactions.⁴
- f. Explain the degree to which residents of various income levels will be able to afford the proposed housing. What is the minimum income needed to afford the proposed units and what is the housing cost as a percentage of area median income? If the project includes development of housing for sale to income-eligible owner-occupants, describe the permanent mortgage underwriting criteria that will be permitted (maximum debt to income ratios, maximum interest rates, etc.).
- g. Attach sample unit type description (use attached sample unit type description).
- h. Demonstrate how the project achieves the affordability objectives of the targeted income levels.
- i. Demonstrate how the project encourages a mix of uses and/or incomes.
- j. Describe universal design elements or other design features that could serve a variety of special needs populations.
- k. Describe site details such as landscaping, sidewalks, or other amenities.

⁴ HUD Fair Housing information is available at <https://www.hud.gov/fairhousing>.

- l. Describe the use of durable or environmentally friendly building materials that will insure quality construction, low repair and maintenance, and durable lifespan such as: R ratings, window types, plumbing fixtures, cabinetry, appliances, features and amenities.
- m. Describe any additional design and construction standards that indicate quality and finish levels with specific examples of interior, exterior, street and landscaping.

8) Property Tax Impacts

Explain how new housing will pay a fair share of taxes, or payments in lieu of taxes, so as not to shift the cost of providing public services and infrastructure to other residents.

Application Certification and Execution

Provide a dated and executed certification/signature page at the end of the Application using the following format:

DATED: _____, 2020

The undersigned hereby certifies that the applicant will notify the appropriate representative of the Community Housing Development Fund regarding any material changes to the project.

The undersigned hereby certifies that the applicant does not own, and is not a principal of, an entity that owes delinquent real property taxes or governmental assessments, fees, or impositions.

The undersigned hereby certifies that a representative of the Community Housing Development Fund has the right to request a credit check of the applicant.

The undersigned hereby certifies that he/she is authorized to execute this Application on behalf of the Applicant and that to the best of his/her knowledge all of the representations herein made by the Applicant are true.

(Print Name of Applicant)

BY _____
(Signature)

(Print Name Signed)

(Print Official Title)

**COMMUNITY HOUSING DEVELOPMENT FUND – 2020
ATTACHMENT CHECKLIST**

Include the following attachments with the application if not fully provided within the narrative. These attachments will not count against the 16 page maximum for the application narrative.

Please provide a table of contents to assist reviewers in locating the particular sections and attachments within the application):

Applicant Track Record

- _____ 1. Development Team Experience - a resume for each key member of the development team or a description of their role in three projects similar to the one proposed. If available, for proposed or actual building contractors only, use AIA form A305. Provide two references.

Development Budget & Project Leverage

- _____ 2. Development Budget (use attached form)
- _____ 3. Sources of Funds (Reference Item 2, top of page 11)

Project Readiness & Financial Feasibility

- _____ 4. Evidence of site control.
- _____ 5. Presence of any known or suspected environmental contamination of the site.
 - Applicant must provide details (type of contamination, source, extent) if any environmental contamination is known or suspected.
- _____ 6. Preliminary project design documents.
 - Required by applicants requesting more than \$2,000 per unit.
- _____ 7. Evidence of local support.
 - Letter or resolution from local municipality, community organizations serving low- and moderate-income individuals, or other evidence of community support.
- _____ 8. Rental 10-Year Cash Flow (use attached form)
- _____ 9. Rental Operating Budget (use attached form)
- _____ 10. For Sale Unit Pricing (use attached form)
- _____ 11. For Sale Net Sales Proceeds and Distribution of Funds (use attached form)
- _____ 12. Preliminary Funding Commitments.
 - Required by applicants requesting more than \$2,000 per unit.

Smart Growth

- _____ 13. Evidence of Compliance with Local Housing Plans
 - Tompkins County Comprehensive Plan, the adopted Comprehensive Plan of the host community (if applicable), Building Vibrant Communities in Tompkins County ... a Development Focus Areas Strategy, and the Tompkins County Housing Strategy – Identify plan and briefly state compliance, or provide a letter of compliance from the planning body but **DO NOT** attach copies of these documents.

Green Building Practices

- _____ 14. Statement addressing green building practices to be used and addressing points detailed in the Tompkins County Energy Recommendations for New Construction (2018) (Exhibit A).

Project Design and Impact

- _____ 15. Sample unit type description (use attached form)

- _____ 16. Plan for ensuring units are available to low- and moderate-income individuals, and if applicable, middle income individuals. Include evidence of an agreement with another organization if applicant is not capable of providing income verifications using HUD standards and determining affordable rents or sales prices. Include details of a deed restriction and 3rd party monitoring agreement if units will not be held by a community housing trust.
- _____ 17. Description of universal design elements or other features that could serve a variety of special needs populations.
- _____ 18. Description of site details (landscaping, sidewalks, other amenities).
- _____ 19. Description of the use of durable or environmentally friendly materials and standards that indicate quality and finish levels.

Property Tax Implications

- _____ 20. Statement regarding how new housing will pay a fair share of taxes.

Other

- _____ 21. Other Attachments: Include any other information useful in describing your project such as marketing materials, waiting lists, etc. *Again, please be mindful of reviewers and provide a table of contents or similar means of helping to navigate lengthy attachments and applications.*

For Not for Profit Applicants: (provide one copy only)

- _____ A. Letter of Auditor’s Findings from Most Recent Audited Financial Statement
- _____ B. *(For new applicants and those who have not received an award since January 2013)* Most Recent Audited Financial Statement
- _____ C. Certificate of Incorporation
- _____ D. List of Board of Directors: Names and Employment
- _____ E. IRS 501c3 Tax Status Letter

For Private Developer Applicants: (provide one copy only)

- _____ A. Statement of current Financial Position as of most recent fiscal year
- _____ B. *(For new applicants and those who have not received an award since January 2013)* Most Recent Federal Tax Returns
- _____ C. List of principals. Provide names and addresses of the Applicant’s officers, directors, major shareholders, general and limited partners.
- _____ D. List of Related Entities. List names and addresses of any related entities.
- _____ E. Evidence of an agreement with a not-for profit affordable housing agency to ensure long term affordability of the unit(s) and to verify incomes of potential tenants or homebuyers.

Attachment__ Development Budget

PROJECT CATEGORIES	COST	% of Total Costs	For-Sale Units (SF)	\$ per SF	Rental Units (SF)	\$ per SF	Method of Calculation/ Notes
ACQUISITION							
Acquisition – Land Portion							
Acquisition – Building Portion							
SITE WORK							
On-Site Work							
Off-Site Work							
REHAB/CONSTRUCTION							
New Construction Costs							
Rehabilitation costs							
Construction Contingency (____ %)							
Fees and Permits							
OTHER DEPRECIABLE							
Furniture, Fixtures, Equipment							
PROFESSIONAL FEES							
Architect Fee – Design/supervision							
Impact fees							
Engineering							
Accounting / R.E. Attorney							
Appraisal, Market Study, Environmental Report Consulting, Cost Certification, etc.							
Other Contingency (____ %)							
DEVELOPER’S FEES							
Developer’s Fees							
INTERIM COSTS							
Construction Interest							
Construction Loan Fee							
Insurance, Title, etc.							
Taxes, Performance, Premium, etc.							
PERMANENT FINANCING FEES & EXPENSES							
Permanent Loan Fees							
Tax Credit Fees							
START-UP EXPENSES							
Organizational Expense							
Marketing							
SYNDICATION COSTS							
Syndication Legal Fee							
Tax Opinions, other fees							
PROJECT RESERVES							
Operating / Vacancy / Lease up Reserves							
Maintenance / Replacement Reserves							
FUNDS LEVERAGED PER UNIT							
TOTAL							

Attachment__ Rental 10-year Cash Flow Analysis

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5....</u>	<u>Year 10</u>
Rental Income						
Laundry & Misc.						
Other						
Total Gross Income						
Less: Vacancy						
Adjusted Gross Income						
Less: Operating Expenses						
Less: Operating Reserves						
Less: Replacement Reserves						
NOI Before Debt Service & Ground Rent						
Less: Debt Service (1)						
NOI Before Ground Rent						
Less: Ground Rent to Trust Fund (if any)						
Cash Available for Distribution (2)						
Cumulative Cash Avail for Distribution						
(____%) to the CCC (if any)						
(____%) to the Developer						
Developer Return on Equity						
Developer IRR						

Attachment__ Rental Operating Budget

** Please note that Community Housing Development Fund awards must be used to develop your project, and may NOT be used for operating expenses.*

	<u>\$ Amount</u>
Management	
Management Fee	
Sub-total:	_____
Administration	
Marketing	
Audit	
Legal	
Campus Services Fees	
Sub-total:	_____
Salaries and Benefits	
Off-site manager	
Maintenance Personnel	
Janitorial	
Payroll Taxes, Benefits, Insurance	
Sub-total:	_____
Maintenance	
Supplies/Equipment	
Repairs	
Pest Control	
Janitorial	
Painting	
Sub-total:	_____
Utilities	
(all utilities except trash, electricity, water, sewer and gas which are not paid by tenants)	
Sub-total:	_____
Insurance	
Property and Liability	
Sub-total:	_____
Taxes	
Property	
Business	
Sub-total:	_____
Annual Maintenance Reserves	
Sub-total:	_____
Other	
Other	
Sub-total:	_____
Total:	_____
Total per Apartment Unit:	_____



Exhibit A

Tompkins County Energy Recommendations for New Construction (2018)

The Tompkins County Energy Roadmap is intended to help inspire immediate action to reduce energy use and transition to renewable energy as a way to help meet our County's goal of reducing greenhouse gas emissions by at least 80% compared to 2008 by 2050. Constructing buildings at higher energy efficiency standards and incorporating renewable energy systems are essential to attaining that goal. For more information on these recommendations, please see the Green Energy Incentives Assessment Project Final Report (2016), <http://www.tompkinscountyny.gov/planning/energy-greenhouse-gas#incentives>

New Construction Projects

Applicants should address how they will support this goal, including documenting that they have considered each of the following four energy elements.

- 1) ENERGY STAR® products include a wide range of **equipment and appliances** that are independently certified to save energy without sacrificing features or functionality. Water saving fixtures can reduce energy needed for hot water. Recommendations:
 - Require that water fixtures meet EPA's Water Sense requirements.
 - Require that permanent appliances (apartment refrigerators, restaurant cooking equipment, etc.) be ENERGY STAR rated.
- 2) Recent advances in **heat pump** design have reduced installation costs and made them more cost-effective than electric resistance heat, propane, and oil, and close in life cycle costs to natural gas. Use of electric heat pumps allows elimination of fossil fuels as they can be powered by renewable energy sources such as solar photovoltaic. Recommendations:
 - Utilize electrically-powered heat pump systems (ground- or air-source heat pumps); avoid boiler-assisted heat pump systems, avoid systems that burn fossil fuels.
 - Utilize air-source heat pump hot water heaters.
- 3) The state has a goal that 50% of NYS electricity will be generated by **renewables** (solar, wind, hydropower, and biomass) by the year 2030. Recommendations:
 - Design roofs to be "solar receptive": Maximize area available for solar collection systems. For pitched roofs, place roof-mounted components (plumbing vents, exhaust fans, etc.) on north-facing roof surfaces, to keep south-facing surfaces available for solar collection systems. Orient one roof surface to the south, plus/minus 30 degrees, to maximize potential for solar energy.
 - Maximize solar collection systems on available roof areas, and consider using high-production solar panels to maximize solar production for a given roof area, especially for medium-rise and high-rise buildings.
- 4) Energy-efficient building design begins with the **building envelope** – the walls, windows, foundations, and roof. Recommendations:
 - Design to window-to-wall ratio less than 25% (the new energy code requires 30% or less). Keep large windows on south-facing surfaces and important facades; minimize windows on north-facing surfaces and in spaces that see low occupancy (stairwells, corridors, utility rooms, etc.).

- Avoid unusually complex building shapes.
- Use 20% more insulation R-value than required by the energy code.
- Use best practices for minimizing infiltration and stack effect, and require inspection/commissioning of these elements: vestibules at entrance doors, air sealing around window and door frames, sealing at exterior wall/floor junctions, and guarded blower door testing of individual spaces or entire building floors.

Greater than 20 Units - New Construction Projects

In addition to the above, applicants should also document that they have considered each of the following three additional energy elements.

- 5) Lighting controls and high-efficiency **lighting technology** (such as LED or induction) offer significant benefits including greatly reduced energy use and cost, sophisticated controls, simplified maintenance, and longer life. Recommendations:
 - Perform lighting design on a space-by-space basis, using the space-by-space lighting power density method (not the whole-building method). Use LED lighting where possible. Design to lighting power density of 15% less than required by the energy code.
 - Require occupancy sensors where possible, for both indoor and outdoor lighting. Require short off-delay (1 minute or less), and commissioning of lighting controls.
- 6) High-efficiency **heating and cooling systems** may cost incrementally more than standard-efficiency but have a positive payback over their useful life. Recommendations:
 - Select high-efficiency heating and cooling plants with rated efficiencies at least 15% higher than required by the NYS Energy Conservation Construction Code.
 - Select high-efficiency domestic hot water (DHW) plants with rated efficiencies at least 15% higher than required by the NYS Energy Conservation Construction Code.
 - Avoid placing heating and cooling distribution systems in unheated spaces, such as attics, basements, etc. Give preference to systems that have efficient distribution systems and low distribution losses (for example, room-by-room fan coils).
 - Use energy-recovery ventilation systems in air-conditioned buildings, and heat-recovery ventilation systems in buildings that do not have air-conditioning. Design ventilation systems to be separate from heating and cooling systems.
 - Assess ductwork for heating, cooling and ventilation. If leakage is greater than 10%, seal chases and shafts with aerosol duct-sealing process.
 - Select heating/cooling systems that allow thermal zoning on a space-by-space basis.
- 7) **Whole-building energy modeling** can allow you to dramatically reduce energy costs, reduce carbon emissions, and even reduce some construction costs. Recommendation:
 - Employ whole-building energy modeling to optimize building energy performance.

Exhibit B



WHAT is the intent of this program?

The program assists business owners and facility managers in setting **energy goals** and understanding **energy options** during the earliest stages of project design and conceptualization, when it is the easiest and most cost-effective to incorporate energy efficiency improvements.

WHY participate in this program? What's in it for me?

- Receive advice from energy experts
 - up to \$1,500 in energy consulting for buildings ≤ 10,000 sq. ft.
 - up to \$3,000 in energy consulting for buildings > 10,000 sq. ft.
- Understand options to save energy and operational costs
- Obtain advice on incentives, financing, and application processes
- Receive assistance with setting and reaching your energy goals
- Gain recognition for your participation and commitment, if desired
- Contribute to the environmental and energy goals of our community

WHO can participate in this program?

- Businesses considering new construction, major renovation, or expansion
- Eligible sectors: commercial, retail, multifamily (5+ units), manufacturing, R&D, non-profit, government
- Building must be located in Tompkins County

HOW can I participate? What does this program require of me?

- Participate in an energy charrette (brainstorming meeting)
- Set practical and aspirational energy goals for the project
- Identify a staff person as the energy point contact for the building
- Participate in a program close-out meeting
- Share building energy consumption data for a year after project completion

Interested in participating?

Contact:

Andrea Aguirre

Senior Planner – Energy Specialist

Tompkins County Department of Planning and Sustainability

Email: gaguirre@tomkins-co.org

Phone: (607) 274 - 5560

Exhibit C

Tompkins County Housing Strategy, Housing Needs Assessment, and Comprehensive Plan

(Please contact the Dept. of Planning and Sustainability at 607-274-5560 should you require assistance to access these resources)

1. Tompkins County Housing Strategy (2017):
http://tompkinscountyny.gov/files2/planning/housing_choices/documents/HousingStrategy_Final_6-29-17.pdf
2. Tompkins County Housing Needs Assessment (2016): <http://tompkinscountyny.gov/planning/housing-needs>
3. Tompkins County Comprehensive Plan (2015): <http://www.tompkinscountyny.gov/compplan>
 - Housing Chapter:
<http://www.tompkinscountyny.gov/files2/planning/ComprehensivePlan/Housing.pdf>
4. Building Vibrant Communities in Tompkins County... a Development Focus Areas Strategy (2012):
http://www.tompkinscountyny.gov/files2/planning/documents/DevelopmentFocusAreasStrategy_adopted_10-2-12.pdf

Exhibit D

Contract Examples

Generic Grant Agreement – Additional descriptive text will be added to incorporate project specific scope and any required contingencies

Generic Monitoring Agreement – For-profit applicants will be required to execute a monitoring agreement with a 3rd party that is acceptable to the Program Oversight Committee, previous examples of acceptable monitoring agencies include Ithaca Urban Renewal Agency, and Ithaca Neighborhood Housing Services.

Generic Deed Restriction – For-profit applicants will be required to execute a deed restriction tying grant requirements to the project parcel for at least 49 years.

**COMMUNITY HOUSING DEVELOPMENT FUND GRANT AGREEMENT FOR
DEVELOPMENT**

THIS AGREEMENT, made by and between the **COUNTY OF TOMPKINS, NEW YORK**, with offices located at 125 East Court Street, Ithaca, NY 14850 (hereinafter referred to as the **Grantor**) and _____, located at _____ (hereinafter referred to as the **Grantee**).

WITNESSETH THAT:

WHEREAS, the Community Housing Development Fund is a joint effort of the City of Ithaca, Cornell University, and Tompkins County to help communities and organizations throughout Tompkins County respond to diverse affordable housing needs; and

WHEREAS, funds are available to support local projects that would meet the Community Housing Development Fund's goals; and

WHEREAS, per Resolution 2010-74, the County is authorized to serve as the fiscal agent for the Housing Fund, which has since been renamed the Community Housing Development Fund; and

WHEREAS, as a condition of utilizing funding from the City of Ithaca and the IURA, and Cornell University's Community Housing Initiative Fund, an Agreement shall be entered into between the Grantor and the Grantee, setting forth the representations and obligations of all parties relative to the grant; and

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, and the mutual promises herein, it is agreed as follows:

1. TERM GRANT

The Grantor is the fiscal agent for the Community Housing Development Fund, a joint effort of the City of Ithaca, Cornell University, and Tompkins County to help communities and organizations throughout Tompkins County respond to diverse affordable housing needs. The Grantor agrees to give to the Grantee on the terms and conditions contained herein;

1.1 Grant Amount

The amount to be granted _____ and no 100ths (\$_____).

1.2 Grant Amount and Use

The Community Housing Development Fund Grant of \$_____ (the "Grant") shall be used to underwrite costs related to _____ which will maintain affordability for future renters for 49 years from the date of this contract following the requirements of Exhibit C Affordable Housing Monitoring Requirements.

1.3 Proceeds

All Grant funds shall be used for the development purposes previously outlined by the Grantor as referenced in the 2019 Notice of Funding Availability adopted by the Community Housing Development Fund Program Oversight Committee. The specific purposes of the Grant outlined by the Grantee to the Grantor are identified in the application for the Project (Exhibit A).

1.4 Grant Disbursement

The Grantor will disburse all \$_____ in grant funds upon receiving official documentation that a valid building permit for all units housing in the Project has been obtained, a deed restriction has been filed with the County Clerk, and a monitoring agreement has been entered into between the property owner and a 3rd party agency approved by the Tompkins County Department of Planning and Sustainability. This official

documentation must be received by the Grantor by _____ in order for the Grantee to draw grant funds.

1.5 Reporting

The Grantee shall submit one-time progress report itemizing and documenting how the Grant funds have been utilized for the building development within 30 days of expenditure.

1.6 Abandonment of Project

If the Grantee should abandon the project for which these funds are being provided, the amount of the Grant shall be refunded to the Grantor immediately and payable in full. If all proposed work has not been completed within 18 months of grant drawdown the Grant shall be refunded to the Grantor immediately and payable in full. Grantee may request an extension by letter which may be granted at the discretion of the Program Oversight Committee.

1.7 Failure to Maintain Affordability

If the Grantee should fail to maintain the affordability of the funded units as described in 1.2 and Exhibit C of this agreement, the amount of the Grant shall be refunded to the Grantor immediately and payable in full.

1.8 Option to Exit Community Housing Development Fund Affordability Requirements after 10 years

Affordability Requirements cannot be removed during the first 10 years of this contract. After 10 years from the contract date, if the Grantee or any future owner of the property should wish to buy out the affordability requirements the grant amount may be repaid to Tompkins County in full and affordability requirements will be removed.

2. REPRESENTATIONS AND WARRANTIES

2.1 Legal Status

Grantee is a corporation duly organized and existing under the laws of the State of New York. Grantee represents that the making and performance by Grantee of this Grant Agreement does not violate any provision of law or result in a breach of or constitute a default under any agreement, indenture or other instrument to which Grantee is a party or by which Grantee may be bound. The Grantee agrees and warrants that this Grant Agreement has been duly authorized, executed and delivered, and is a valid and binding agreement of Grantee.

2.2 Warranty of Submitted Material

The Grantee warrants that, to its best knowledge, none of the material submitted or to be submitted and none of the statements and representations made have or contain untrue statements or information nor have or contain partial or misleading statements or information.

The Grantee further warrants that the Grantor may rely upon such statements, representations, and material as accurate and complete information in its determination of the viability and financial strength of the Grantee. The Grantee further agrees to advise the Grantor at once of any change or event that will materially alter or impair the performance of the Grantee either financially or in the normal course of the organization's routine.

2.3 Litigation

The Grantee warrants that it has complied, and will continue to comply, with all federal, state, municipal, and other laws, ordinances and regulations applicable to it and its organization; that there are no known actions, suits or proceedings pending or threatened against or affecting the Grantee, its officers or directors in law or in equity; that to Grantee's knowledge there is no probability of any such action, suit or proceeding; that there exists no ground for any such actions, suit or proceeding except as is clearly indicated in the financial statements submitted to the Grantor. Furthermore, the Grantee warrants that in the event that any such action, suit, or proceeding becomes imminent or probable, or grounds for same become known, that the Grantor will be notified immediately, within a time period not to exceed 15 days from date of receipt by Grantee of notice, and that the Grantee's legal counsel shall be required to submit summaries of proceedings from time to time, or within five days of request by the Grantor. Should liability of the Grantee become probable as a result of any such action,

suit, or proceeding, then the Grantee shall reserve the full extent of the probable liability. Grantee agrees to hold Grantor harmless and to completely indemnify Grantor in the event of any litigation arising hereunder except to the extent of Grantor’s gross negligence or willful misconduct. Grantee shall pay all attorney’s fees and costs of Grantor in the event of said litigation except to the extent of Grantor’s gross negligence or willful misconduct.

3. COVENANTS

3.1 Insurance

The Grantee shall indemnify, hold harmless and defend the Grantor and its officers, employees, agents and elected officials from and against any and all claims and actions brought against the Grantor and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Grantor, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence or willful misconduct of the Grantor. The Grantee agrees to maintain the following limits for the term of this agreement:

Workers’ Compensation

Statutory coverage complying with NYS Workers’ Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption form NYS Workers’ Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers’ Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers’ Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers’ Compensation Group Self-Insurance Employers’ Liability \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers’ Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers’ Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000	General Aggregate	\$2,000,000
Products/Completed Operations	Aggregate \$2,000,000	Medical Expense	\$5,000
Personal and Advertising Injury	\$1,000,000	Fire Damage Legal	\$50,000

- **General Aggregate** shall apply separately to the project prescribed in the contract

- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non contributory basis**

3.2 Conflict of Interest

No official, officer, employee, designee or consultant of Tompkins County who exercises or has exercised any function or responsibilities with respect to the Grantee during his or her tenure, shall have any personal interest, direct or indirect, prohibited by any applicable Federal, State, or local law, rule or regulation, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the operation of the Grantee on the Project or in any activity for which the grant is used.

3.3 Grantor Liability

Grantee shall not hold Grantor liable for the failure to complete any activities or functions that are associated with the operation of the Grantee or the purposes for which the Grant is used except to the extent such failure is due to the negligence or willful misconduct of Grantor.

4. MISCELLANEOUS

4.1 No Waiver by Grantor

The rights, powers, and remedies given to the Grantor by this Grant Agreement are in addition to all rights, powers, and remedies given to the Grantor by virtue of any other agreement, statute, or rule of law. Any forbearance or failure or delay by the Grantor in exercising any right, power, or remedy hereunder shall not preclude further or subsequent exercise thereof. Every right, power, and remedy of the Grantor shall continue in full force and effect until such right, power or remedy is specifically waived, or modified by an instrument in writing executed by an authorized officer of the Grantor. A waiver or modification by the Grantor of any right, power, or remedy hereunder on any one occasion shall not be construed as a bar, waiver, or modification, to any right, power, or remedy that the Grantor would otherwise have had on any future occasion.

4.2 Who is Bound

This instrument and all of the covenants contained herein shall bind the heirs, executors, administrators, successors and assigns, of the Grantee and inure to the benefit of the successors and assigns of the Grantor with like effect as if such heirs, executors, administrators, successors and assigns were named herein.

4.3 Notices Required Under this Grant Agreement

Any notice or demand that must be given to the Grantee under this Grant Agreement will be given by delivering it to or by mailing it by first class mail except in those circumstances where the applicable law requires use of another method. Any notice or demand will be addressed to the Grantee at the address stated below. Any notice that must be given to the Grantee under this Grant Agreement will be given by mailing it to the Grantee at _____. A notice or demand will be given to the Grantee at a different address if the Grantee gives the Grantor a notice in writing of the Grantee's different address at least thirty (30) days prior to such mailing in a manner whereby receipt of such change of address can be confirmed. Any notice that must be given to the Grantor under this Grant Agreement will be given by mailing it to the Grantor c/o the Tompkins County Planning Department, 121 E. Court Street, Ithaca, New York 14850. A notice or demand will be mailed to the Grantor at a different address if the Grantor gives the Grantee a notice in writing of the different address at least thirty (30) days prior to such mailing in a manner whereby receipt of such change of address can be confirmed. Any notice or demand required by this Grant Agreement shall be deemed as given when it is mailed postage prepaid by certified U.S. mail return receipt requested except where otherwise specified by applicable law.

4.4 Severability

If any provision of Grant Agreement is held for any reason to be unenforceable, the remainder of this Grant Agreement shall, nevertheless remain in full force and effect.

4.5 Notices and Demands

All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or when mailed by registered or certified mail with a return receipt requested, postage prepaid addresses as identified in paragraph 4.3.

4.6 Living Wage

Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If contractor certifies on Exhibit B that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold

4.7 Non-discrimination

During the performance of this agreement, **GRANTEE** agrees that the **GRANTEE** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

5. REGULATORY COMPLIANCE

The Grantee agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Grantee under this contract, the Grantee agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Grantee agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at www.tompkinscountyny.gov , or a copy can be obtained by contacting Tompkins County Department of Administration.

Grantees that are providers of healthcare services certify that the Grantee, and all employees, directors, officers and subcontractors of the Grantee, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The Grantee agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

The Grantee shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Grant Agreement as of the date first written above.

DATE

TOMPKINS COUNTY, NEW YORK

DATE

JERAME HAWKINS

Print Name

EXHIBIT A
(_____ *project Application to the CHDF*) *

EXHIBIT B

Attach to Tompkins County contracts as of January 1, 2018

Contractor’s Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$13.90 per hour if the employer contributes at least half the cost of an employee’s health insurance/benefit cost and \$15.11 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2019.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor’s Living Wage Representation

1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? _____

2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?

Yes No

3. If the answer is “No”, approximately how many covered employees will NOT be paid at the living wage?

Full-time _____ Part-time _____

Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

EXHIBIT C

Affordable Housing Monitoring Requirements

The purpose of this document is to describe how all the requirements associated with a Community Housing Development Fund (“CHDF”) affordable housing rental project, including how it is expected to meet the income-targeting and rent limit requirements established in the Affordable Housing Monitoring Agreement. As noted in the Agreement, the Monitoring Agency is charged with: (1) verifying incomes of potential tenants to ensure designated Affordable Units are occupied only by low- and moderate-income Households (i.e., Households earning 80% or less of Area Median Income for Tompkins County); and (2) verifying total Housing Expenses for each Household do not exceed 40% of the monthly income of a Household earning 75% of Area Median Income.

HOUSEHOLD SIZE, COMPOSITION, & OCCUPANCY REQUIREMENTS

Minimum Household Size

The size of a Household must be compatible with the size of the Rental Unit. A minimum of one person per bedroom is required. There is no restriction on renting a unit with fewer bedrooms than the Household size. All Household members must be accounted for, when determining Household size, including children (even if temporarily absent).

Household Composition

The following persons *can* be counted as members of a Household:

- Year-round adult (i.e., ages 18 and older) and child occupants.
- Absent children under 18, in cases when parent is pursuing legal custody of the children. Children in shared custody are only counted if they will reside in the Rental Unit at least 50% of the time.
- Household members temporarily away (e.g., students away at school, children placed in foster care, military personnel on temporary assignment, seasonal workers who will return, incarcerated persons who will return).

The following persons *cannot* be counted as members of a Household:

- Live-in aides, attendants, or nurses.
- Absent children under 18.
- Unborn children.

A Household composed *entirely* of full-time students* is not eligible for occupancy in a Rental Unit, unless one or more of the following six exemptions is met:

- at least one member of the household receives assistance under Title IV of the Social Security Act; or
- at least one member is enrolled in job training program receiving assistance under the Work Force Investment Act or another similar Federal, state, or local program; or

- household includes at least one single parent with minor children; or
- all adult members of the household are married and can file joint tax returns; or
- at least one member of the household has exited the foster care system.

* Full-time student is defined as any individual who has been or will be a full-time student (as determined by the educational institution) at an educational institution with regular facilities at least five months of the calendar year.

Household Occupancy Requirements

All members of the Household must occupy the Rental Unit as their primary residence, defined as living in the Rental Unit at least 10 of 12 months in the calendar year, and must occupy the Rental Unit within 60 days of the completion of the lease commencement date.

RENTAL APPLICATION PROCESS

A fully completed Rental Application is critical to the accurate determination of eligibility. The information furnished to the Monitoring Agency on the Rental Application and accompanying documents will be used to calculate all sources of income and assets. The Rental Application must be accompanied by a completed and signed “Affordable Housing Monitoring Checklist & Certification Form”.

Rental applicants should be notified at the very beginning of the process that there are maximum income limits associated with the Rental Unit. Owner should explain to prospective Tenants that income of all persons ages 18 and older expecting to occupy the Rental Unit must be documented as part of the Rental Application process and will be verified.

TENANT SELECTION PROCESS

Tenant selection procedures should specify the criteria used to select Tenants:

- Tenants should be selected based on objective criteria. These criteria should be related solely to a prospective Tenant’s qualifications, ability to pay the rent, and abide by the terms of the lease (e.g., household income, housing history, credit history, and/or lack of criminal record). Owner must apply selection criteria consistently to all applicants, in accordance with fair housing laws.
- Tenant selection criteria should expressly prohibit bias in the selection process. This includes prohibiting discrimination and favoritism toward friends or relatives, or other situations in which there may be favoritism or a conflict of interest.
- Tenant selection criteria can give preference to persons with special needs (e.g., people with disabilities).
- Tenant selection procedures must state that the Owner will provide a prompt written explanation of the grounds for rejection to all rejected applicants.
- Tenant selection procedures should specify that there is a waiting list, and describe how it is maintained.

- Owner must select Tenants in chronological order of application, to the greatest extent practicable.
- First-come, first-served. Qualified applicants are selected on a first-come, first-served basis. To ensure fairness, the date and time of application should be listed on the Rental Application. The Owner's policy should include a definition of when an application has been "received," clarifying whether an application must be complete to be counted as received.
- Tenants of a Rental Unit must be permitted to use certified government and other rental subsidies, including but not limited to: HUD Section 8 Housing Choice Voucher (HCV) Program; HUD Veterans Affairs Supportive Housing (VASH) Program; or Tompkins County Department of Social Services rental assistance.

Permissible Reasons to Deny Rental Application

Credit Checks, Eviction History, & Criminal History: Owner may require each adult Household member (i.e., age 18 and older) to pass a credit check, eviction history review, and/or criminal history review, as long they are normal, customary, and applied consistently to all prospective Tenants.

LEASE & RENTAL REQUIREMENTS

All adult Household members must be listed individually on the Rental Unit lease, with following exceptions:

- Legal dependents of leaseholders as claimed on most recent Federal income tax return or legal minor children of leaseholders. Spouses/domestic partners are not considered dependents.
- Household members younger than age 24 who are the child of a leaseholder and who will reside in the Rental Unit as their primary residence, regardless of being named as dependent on a Federal tax form of a leaseholder.

Prohibited Lease Provisions

The following lease provisions are prohibited:

- AGREEMENT TO BE SUED. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;
- TREATMENT OF PROPERTY. Agreement by the Tenant that the Owner may take, hold, or sell personal property of Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Rental Unit after the Tenant has moved out of the unit. The Owner may dispose of this personal property in accordance with State law;
- EXCUSING OWNER FROM RESPONSIBILITY. Agreement by the Tenant not hold the Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- WAIVER OF NOTICE. Agreement by Tenant that the Owner may institute lawsuit without notice to the Tenant;

- **WAIVER OF LEGAL PROCEEDINGS.** Agreement by the Tenant that the Owner may evict the Tenant or Household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- **WAIVER OF JURY TRIAL.** Agreement by Tenant to waive any right to a trial by jury.
- **WAIVER OF RIGHT TO APPEAL COURT DECISION.** Agreement by the Tenant to waive the Tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease;
- **TENANT RESPONSIBLE FOR COST OF LEGAL ACTIONS REGARDLESS OF OUTCOME.** Agreement by the Tenant to pay attorney's fees or other legal costs, even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay such costs if the Tenant loses; and
- **MANDATORY SUPPORTIVE SERVICES.** Agreement by the Tenant (other than a Tenant in transitional housing) to accept supportive services that are offered.

Short-Term Rental Sub-Lease Prohibition

Renters are prohibited from sub-leasing the entire Rental Unit, or any part of the Rental Unit, for a period of fewer than 30 days.

INCOME VERIFICATION

Prior to initial occupancy, the Monitoring Agency must calculate annual income by examining at least 2 months of recent source documents evidencing income (e.g., wage/salary statements, interest statements, unemployment compensation or other government benefit statements) for the Household. If a Household member is employed, whether permanent/temporary or full-time/part-time, income documentation must be provided. If a Household member does not have 2 months of wage/salary statements, or has only just started or will be starting employment, an "Employment Verification Form" must be completed.

Annual income is the anticipated adjusted gross income from all sources received by the primary Tenant and each additional adult Household member, including all income derived from assets. Annual income is income projected to be received in the 12-month period following the date of initial income verification or recertification. The Monitoring Agency needs to review income documentation for all Household members 18 years and older, regardless of dependency status. As part of the income verification process, Owner shall provide the Monitoring Agency with a "Release and Disclosure Form" signed by the prospective Tenant(s).

When determining if a Household is income-eligible, the Monitoring Agency uses the following definition of annual income: **ADJUSTED GROSS INCOME**, as defined for purposes of reporting on the Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

Sources of Income

Sources of income include the following:

- Compensation for labor and services, including wages, salaries, fees, bonuses, and commissions.
- Income from assets.
- Gross income derived from a business.
- Gains derived from property transactions.
- Interest.
- Rents.
- Royalties.
- Dividends.
- Alimony and separate maintenance payments.
- Pensions and annuities.
- Income from life insurance and endowment contracts.
- Income from discharge of indebtedness.
- Distribution share of partnership gross income.
- Income in respect of a decedent.
- Income from an interest in an estate or trust.
- Public benefits (e.g., Social Security Income, Social Security Disability Income).

Excluded Sources of Income:

Sources of income *not* included are:

- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for care of foster children, the disabled, or elderly adults in the care of an identified household member.
- Applicant must provide a copy of contract identifying the terms and conditions of employment agreement, amount of wages earned monthly, and any rental income received.
- Individual being cared for will not be included in Household count and will not be required to sign or disclose any personal information for income-qualifying purposes.
- Income for care of foster children, the disabled, or elderly adults will not be included in Household's total income, unless it is received as a rental payment.
- *One-time* lump-sum additions to family assets (e.g., inheritances, capital gains, insurance policy death benefit payments, settlement for personal/property losses, medical expense reimbursements).
- Income of a live-in aide.
- Educational scholarships paid directly to a student, educational institution, or veteran.
- Earned Income Tax Credits (EITC).
- Unreliable and/or non-recurring income (e.g., gifts, employee stock option buy-outs). Overtime pay, commissions, fees, tips, and bonuses do not constitute unreliable and/or non-recurring income.
- Supplemental Nutrition Assistance Program (SNAP) benefits.
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of Household or spouse).

- Special pay for Armed Forces exposed to hostile fire.

Verification of Employment

An official Verification of Employment Form that is fully completed and signed by an applicant's employer shall be used, if: (1) a Household member does not have 2 months of wage/salary statements, or has only just started or will be starting employment; or (2) as final supplementary proof of income, if needed.

Household Members with Zero Income

If an adult Household member currently has absolutely no income from any source, she/he is required to complete and sign the "Questionnaire for Applicants/Residents Who Claim Zero Income".

Affordable Housing Monitoring Checklist & Certification Form

Owner must submit the "Affordable Housing Monitoring Checklist & Certification Form", including signatures of prospective Tenant(s), certifying the income and household composition information provided is complete and accurate.

Annual Income Recertification

Monitoring Agency shall initiate the annual income recertification process for all current Household members on July 1st. If the Monitoring Agency permits, in some cases, re-certification can consist of a formal written statement and signed certification by the Household regarding its current income and Household size. The certification must state that the information is complete and accurate; and must indicate source documentation will be provided promptly to the Monitoring Agency, upon request.

Over-Income Tenants

After annual recertification, a Household whose income exceeds the original income target stated in Affordable Housing Monitoring Agreement (i.e., earning more than 80% of Area Median Income) shall be charged *either*:

- A rent representing no more than 40% of the Household's income OR a market-rate rent as determined by the landlord, whichever is lower.
- At the end of the current lease term, the Owner must then bring the Rental Unit into compliance with the Affordable Housing Monitoring Agreement.

RECORDKEEPING & RECORD RETENTION

Owner is required to maintain and retain applicable records for a period of five (5) years. All records

concerning the property must be kept separate from Owner's other business unrelated to the property and in reasonable condition to allow for proper audit. Owner must keep a Tenant file for each Rental Unit. At a minimum, each file must contain the following:

- rental application(s)
- signed lease(s)
- signed release and consent form(s) from all Household members with income
- income verification documents

The Monitoring Agency shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, and records of the Owner, which relate to the Affordable Housing Monitoring Agreement for the purpose of making an audit or examination.

RENT LIMITS, UTILITIES, & FEES

If a Household will be paying for any utilities, that cost must be factored into the calculation for the maximum rent that can be charged the Household. A Household's total Housing Expenses (i.e., rent plus utilities) cannot exceed 40% of the monthly income of a Household earning 75% of Area Median Income. Refer to "Income & Rent Limits Chart". If the Owner pays all utilities, no adjustment is needed to determine the Household's total Housing Expenses and the Owner is not responsible for paying the annual utility allowance verification fee to the Monitoring Agency.

For any utilities *not* included in the rent payment, Owner should provide 12 months of the most recent documentation for those specific utility costs (e.g., for gas/electricity: provide NYSEG monthly statements, proofs-of-payment, or NYSEG online billing images/print-outs). If sufficient documentation of recent utility costs is not available, Owner shall provide Monitoring Agency with initial utility estimates until a year of full occupancy has elapsed. Alternatively, the Owner may choose to employ the Ithaca Housing Authority (IHA) "Summary Allowance for Tenant-Furnished Utilities and Other Services" chart to determine monthly utility costs.

If a prospective tenant Household will be receiving financial assistance for utilities (e.g., Home Energy Assistance Program or HEAP), that cost will not be factored into the maximum rent calculation.

Additional Fees Charged to Tenants

Owner may *not* charge Tenants any fees associated with Owner's obligation to comply with the Affordable Housing Monitoring Agreement's requirements. In addition, Owner may not charge Tenants fees not customarily charged in the local rental housing market (e.g., laundry-room access fee, overnight guest fee, repair fee, cleaning fee). Owner may charge a reasonable Rental Application fee to prospective Tenants. Reasonable and customary rental application fees range from \$30.00 to \$50.00.

CHANGES IN HOUSEHOLD COMPOSITION & LEASE CHANGES

Should the Owner consent to adding or removing a Household member from a Rental Unit's lease, the new Household must meet existing eligibility standards for the Rental Unit. The Monitoring Agency will verify the Household's eligibility within fifteen (15) business days of the receipt of a complete Rental Application. The Rental Application must be accompanied by a completed and signed "Affordable Housing Monitoring Checklist & Certification Form".

OTHER MONITORING AGENCY RESPONSIBILITIES

In addition to its monitoring obligations, the Monitoring Agency has several other duties that need to be performed in conjunction with its monitoring activities, including:

- distributing updated annual income and rent limit information
- offering technical support
- submitting an Annual Report on program outcomes and compliance to Tompkins County

AFFORDABLE HOUSING MONITORING AGREEMENT

Community Housing Development Fund (“CHDF”)

This AFFORDABLE HOUSING MONITORING AGREEMENT (“Agreement”) is entered into effective as of _____, 20__ by and between _____, having an address at _____ (“Owner” or “Grantee”), and the _____ (MONITORING AGENCY), an urban renewal agency created pursuant to the General Municipal Law OR a not-for profit corporation deemed acceptable by the Tompkins County Department of Planning & Sustainability, with its principal office located at _____ (“Agency”).

RECITALS:

WHEREAS, Grantee is the Owner in fee of that certain parcel of real property, conveyed by _____ to Grantee by deed dated _____ and recorded in the Tompkins County Clerk’s Office on _____, as Instrument No. _____, which property is more commonly known as _____, having Tax Parcel Identification No. _____ (“Property”); and

WHEREAS, Owner is the recipient of a grant in the amount of \$____ (“Grant”) from the Community Housing Development Fund (“CHDF”), a fund established by Tompkins County, New York (“County”), Cornell University, and the City of Ithaca; and

WHEREAS, as a condition of the Grant, the Grantee must provide affordable housing for one (1) rental housing unit at the Property for a minimum of forty-nine (49) years; and

WHEREAS, as a further condition of the Grant, the Grantee must enter into and comply with the terms of a Monitoring Agreement (including any Exhibits, which are an integral part of this Agreement) with an agency reasonably acceptable to Owner and County to: (i) verify eligibility of tenant household income levels; and (ii) monitor monthly rental and utility costs (“Housing Expenses”) to determine that specified target thresholds under the Grant are met; and

WHEREAS, Grantee and Agency desire to enter into this Agreement to satisfy the foregoing verification and monitoring requirements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

- 1. INCORPORATION OF RECITALS.** All above recitals and defined terms are incorporated herein.
- 2. GRANTEE COMMITMENT.** Grantee agrees to establish ___ (___) ___-bedroom Affordable Housing Unit(s) at the Property that shall be occupied by an Eligible Household and leased at an Eligible Rent for the full Term of this Agreement.
- 3. ELIGIBLE HOUSEHOLD.** An “Eligible Household” is a household that does not exceed the occupancy limits of the Affordable Housing Unit, and whose gross annual household income does not exceed 80% of the Area Median Income (“AMI”), adjusted for household size, for Tompkins County, New York, as published annually by the U.S. Department of Housing and Urban Development (“HUD”) and accessible via the following web site: <https://www.huduser.gov/portal/datasets/il.html>.

Households composed solely of full-time students do not qualify as eligible households with the following exceptions: at least one member of the household receives assistance under Title IV of the Social Security Act; or at least one member is enrolled in job training program receiving assistance under the Work Force Investment Act or another similar Federal, state, or local program; or the household includes at least one single parent with minor children; or all adult members of the household are married and can file joint tax returns; or at least one member of the household has exited the foster care system.

4. **ELIGIBLE RENT.** “Eligible Rent” is based on the number of bedrooms contained in the Affordable Housing Unit and assumes: (1) the household size is equal to the number of bedrooms plus one person; (2) the assumed eligible household’s income is 75% of AMI; and (3) the combined rent and utility costs do not exceed **forty percent (40%) OR thirty five percent (35%)** of an assumed household’s income.
5. **INCOME & RENT VERIFICATION.** During the term of this Agreement, and as fully described in **EXHIBIT A**, “Affordable Housing Monitoring Requirements,” attached to this Agreement, Agency shall:
 - a. Verify the incomes and composition of tenants of Affordable Housing Units for compliance as Eligible Households; and
 - b. Monitor rent plus tenant-paid utilities of Affordable Housing Units for compliance as Eligible Rents.

Note: Eligible household incomes by household size and eligible rents by unit size are listed in the “Income & Rent Limits Chart” (**EXHIBIT D**), which shall be updated annually.

6. **TERM.** This Agreement shall remain in force for nine (9) successive terms of five (5) years (“5 Year Term”), plus one (1) term of four (4) years (“4 Year Term”); and shall, except for the 4 Year Term, automatically renew, unless sooner terminated pursuant to the terms hereof, for a total period of forty-nine (49) years (“Term”) from the date of the initial Certificate of Completion or Certificate of Occupancy issued for the project. Owner or Agency, by written notice to the other, may terminate this Agreement at least ninety (90) calendar days prior to the expiration of any 5 Year Term. Either party may terminate without cause in its sole and absolute discretion.

7. **OWNER ACTIONS.**

- a. Owner shall maintain control over the Property in its sole and absolute discretion and, in accordance with its desired practices, may market rental units, gather tenant information, and take in, accept, or reject tenant rental applications and maintain any wait lists.
- b. Owner shall operate the Property in conformance with that certain Declaration of Covenants and Restrictions, dated _____, 2020 (“Declaration”) affecting the Property.
- c. Owner may operate the Property in accordance with reasonable business practices and evict any tenant who defaults under any lease agreement, all without prior notice to or consent of Agency, provided such actions do not result in a breach of this Agreement by Owner.

- d. Upon written request, Owner shall provide the Agency with such information and materials as required under the terms of this Agreement and the Grant, and shall promptly notify Agency in the event of any material negative change thereof.
- e. Owner shall pay Agency:
- i. sum of \$100.00 per application for each rental unit reviewed by Agency; Agency will review up to two corrections or omissions (if needed to determine eligibility), without Owner incurring an additional fee. Beyond the two included corrections or omissions, Owner shall pay Agency the sum of \$15.00 per additional correction required to determine eligibility; if a prospective tenant has a completed application for one of the following programs (or similar income-certified program), Owner shall only be obligated to pay Agency sum of \$50.00 for review of the rental unit application, which *must* be accompanied by a fully completed/executed application for the relevant program (e.g., Section 8 Waiting List Application Form or Section 8 Waiting List Update Form):
 - HUD Veterans Affairs Supportive Housing (VASH) Program
 - HUD Section 8 Housing Choice Voucher (HCV) Program
 - Tompkins County Department of Social Services Rental Assistance
 - ii. sum of \$100.00 for each annual utility allowance verification.

Each of the above-listed payment amounts will be adjusted annually to reflect any changes in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) for the Northeast Region, adjusted up to the nearest dollar. The amount of these payments may be renegotiated and adjusted at the end of each 5 Year Term.

8. AGENCY ACTIONS.

- a. Owner shall provide Agency with such written requirements (“Agency Requirements”) (“Project Requirements” and “Agency Requirements” hereinafter being collectively referred to as “Requirements”) as Agency may reasonably determine are needed to ascertain whether rental unit applicants comply with the Requirements, including a completed “Affordable Housing Monitoring Checklist & Certification Form,” attached to this Agreement as **EXHIBIT B**, which should be accompanied by supporting documentation, including but not limited to:
- Release & Disclosure Form (**EXHIBIT C**)
 - Complete Copy of Lease
 - Documentation of Annual Household Income
 - Questionnaire for Applicants/Residents Who Claim Zero Income (if applicable) (**EXHIBIT E**)
 - Documentation of Utilities Costs (if applicable)
 - Section 8 Waiting List Application or Update Form (if applicable)
 - Verification of Employment Form (if applicable) (**EXHIBIT E**)

- i. Upon submission by Owner of all materials reasonably necessary to conform to the Requirements as to any particular rental unit, Agency shall notify Owner within ten (10) business days from receipt of submission (“Review Period”) of any correctives or additional information necessary to review and approve or deny a submission. If the rental applicant’s income and Housing Expenses satisfy the Project Requirements, then Agency shall provide written notice, either in electronic or paper format, to Owner within the Review Period (“Approval Notice”), attached as **EXHIBIT G**, accompanied by a Verification Checklist (**EXHIBIT H**).
 - ii. If Agency deems the submission incomplete or determines the rental applicant’s income fails to satisfy the Project Requirements, then Agency shall issue a written notice of denial (“Denial Notice”), attached as **EXHIBIT F**, either in electronic or paper format. The Denial Notice shall itemize the manner(s) in which the submission is incomplete and/or the rental application fails to meet the Project Requirements.
 - iii. Any resubmission by the Owner made in connection with a Denial Notice may include additional information or documentation. All such submissions shall be reviewed and acted upon by the Agency within a subsequent ten (10) business day period (“Re-Review Period”) following Owner’s resubmission.
 - b. Agency shall not disclose any non-public materials or information relating to Owner, any tenant, prospective tenant, or the Property arising under or in connection with this Agreement to any third party, other than to Tompkins County, without the express prior written consent of Owner, in Owner’s sole and absolute discretion. Agency shall take reasonable steps to ensure all information and documentation obtained in connection herewith are securely stored and maintained to prevent access by or dissemination to unauthorized parties. Owner shall submit to the Agency a “Release & Disclosure Form” (**EXHIBIT C**) signed by the prospective tenant(s).
 - c. If tenant Household is responsible for paying the cost of any utilities, Agency shall annually document tenant utility costs for use in the income verification process. Owner shall provide Agency initial utility estimates until a year of full occupancy has elapsed; and shall provide utility Points of Delivery (PODs) identification numbers, account numbers, or any other required information needed to annually gather utility information. Owner may employ the Ithaca Housing Authority (IHA) “Summary Allowance for Tenant-Furnished Utilities and Other Services” chart (**EXHIBIT D**) to determine monthly utility costs.
- 9. COMPLIANCE VERIFICATION.** Agency shall annually verify income, utility, and rental rates to ensure compliance with the Requirements on July 1st, or when unit turn-over occurs (“Verification”). Owner shall cooperate in the Verification process and provide Agency with such information as is reasonably required to complete the Verification. Agency shall provide written notice, either in electronic or paper format, to Owner of the findings of each Verification within ten (10) business days (“Verification Period”) following commencement of Verification, with itemization of any deficiencies. In the event any deficiencies are identified, Owner shall be entitled to a reasonable time to cure, shall provide proof of same, and Agency shall review such resubmission and issue written findings as to compliance or any continuing deficiency within the Review Period.

- 10. RELIANCE BY OWNER.** Owner shall be entitled to rely on any determination by Agency that the occupant(s) of any unit of the Project meets the Requirements.
- 11. REVISION & TERMINATION RIGHTS.** Owner reserves the ability to modify this Agreement for the purposes of compliance with the Project Requirements, requirements of any lender that may now or hereinafter secure financing against the Property, or any other reasonable purpose. Agency's agreement with a request by Owner made pursuant to this paragraph shall not be unreasonably withheld.
- 12. DEFINED TERMS.** Any terms not specifically defined herein shall have the meanings assigned under the Declaration.
- 13. GOVERNING LAW.** This Agreement shall be construed and enforced pursuant to the laws of the State of New York; and venue for any action hereunder shall be Tompkins County, New York.
- 14. COUNTERPARTS.** This Agreement may be executed in counterparts and delivered via facsimile, e-mail, or other electronic means, the sum of which shall constitute a single and binding agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first written above.

OWNER/GRANTEE:

By: _____
Title: Owner

AGENCY:

By: _____
Title

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is made the ___th day of _____, by _____, having an address at _____, New York _____ (“Grantee”).

WHEREAS, Grantee is the owner in fee of that certain parcel of real property conveyed by _____ to Grantee by deed dated _____ and recorded in the Tompkins County Clerk’s Office in Book _____ of Deeds at Page _____ which property is more commonly known as _____ County of Tompkins, New York, having Tax Account No. _____ (the “Property”); and

WHEREAS, Grantee plans to renovate OR construct on the Property _____ (the “Project”), which shall be for rent by low to middle income households (“Affordable Units”); and

WHEREAS, The Community Development Housing Fund (“CDHF”) which is administered by Tompkins County has awarded a grant to Grantee (the “Award”) in the amount of _____ dollars (\$_____) to assist with the development costs incurred by Grantee associated with the Project and to promote the affordability of housing for the benefit of the residents of Tompkins County; and

WHEREAS, as a condition of the Award, the Project is subject to certain income eligibility requirements with respect to the Affordable Units, which shall be subject to monitoring by Monitoring Agency, its successors and/or assigns, or another not-for-profit affordable housing agency reasonably acceptable to Grantee and TOMPKINS COUNTY, to ensure that the Project remains in compliance with the terms of the Award, all as more particularly as set forth herein;

NOW, THEREFORE, Grantee, for itself and its successors and/or assigns, covenants that:

1. MONITORING AGREEMENT.

a. Grantee has entered into that certain affordable housing monitoring agreement with the Monitoring Agency dated as of _____, 2020, together with any subsequent replacement, renewal or extensions thereof (the “Monitoring Agreement”), with respect to the Affordable Units pursuant to which the Monitoring Agency shall (a) verify incomes of potential tenants to ensure that the Affordable Units shall be occupied only by low - moderate, income households (low and moderate income households are those earning **80% OR 100% OR 120%** or less of Area Median Income (“AMI”) for Tompkins County, New York, as the same is published by the U.S. Department of Housing and Urban Development (“HUD”) from time to time) and (b) monitor the rental price of the Affordable Units to ensure that the sum of all rent and utilities payable monthly by each household occupying any of the Affordable Units shall not exceed **40% or 35%** of each such household’s monthly income (collectively, the “Project Requirements”).

b. Grantee shall cause to be verified, through a Monitoring Agreement acceptable to Tompkins County Department of Planning and Sustainability Commissioner tenant

incomes at initial leasing and then annually according to standard HUD practices using the Internal Revenue Service Form 1040 series definition of annual income.

c. Grantee shall use commercially reasonable efforts to cause the Monitoring Agreement to be in full force and effect for the period of time equal to forty-nine (49) years from the date that the City of Ithaca issues an unconditional Certificate of Occupancy with respect to the Project (the "Term"). At any time during the Term that the Monitoring Agreement, or any Replacement Agreement (as defined below), is terminated or expires pursuant to its terms, Grantee shall use commercially reasonable efforts to enter into a replacement monitoring agreement with another not-for-profit affordable housing agency (each, a "Replacement Agreement"). Any Replacement Agreement shall contain terms and conditions substantially similar to those contained in the Monitoring Agreement and shall be reasonably acceptable to Tompkins County Department of Planning and Sustainability Commissioner.

d. Grantee shall retain control over all aspects of the Property and may, in its sole and absolute discretion, retain, rent or convey the Property or any part thereof (subject to any subsequent owner assuming this Agreement and the Declaration by affirmative act or through record notice) to any third party or freely enter into any financing with any lender that uses the Property as collateral. Before any conveyance the Grantee must notify Tompkins County Department of Planning and Sustainability who will ensure that the future purchaser is aware of this Declaration of Covenants and Restrictions and the associated terms.

e. Prior to accepting any new lease on the Property, Grantee and Monitoring Agency shall undertake a review, pursuant to the terms of this Agreement, to verify tenant income levels using HUD standards and monitor Housing Expenses as set forth herein and in the Monitoring Agreement.

2. ONGOING PROPERTY STANDARDS. During the Term, Grantee shall cause the Property to comply with all applicable all laws, rules and regulations made by any governmental authority having jurisdiction thereof. In the event that Grantee receives notice of any non-compliance with the foregoing, Grantee shall have a reasonable opportunity to rectify such non-compliance. Notwithstanding anything in this Agreement to the contrary, in the event that as a result of the Verification process, an existing tenant is determined to have failed to satisfy the Project Requirements due to no fault of the Grantee, the same shall not be deemed a default by Grantee.

3. COVENANTS TO RUN WITH THE LAND. The Project Requirements and covenants contained in this Declaration shall be deemed to be covenants running with the land, and shall exist for the benefit of any and all future tenants of the Project. These covenants, conditions and restrictions shall bind the parties hereto and their successors and assigns.

4. FORECLOSURE. This Declaration shall be subordinate to the interests and security of any lender having a mortgage lien or taking any other security interest against the Property, whether now existing or hereinafter created. The Project Requirements shall terminate

without liability to any lender or subsequent owner upon foreclosure or transfer in lieu of foreclosure. Notwithstanding the foregoing however, the Project Requirements shall be revived according to the original terms if, during the Term, the owner of record before the foreclosure or transfer in lieu of foreclosure subsequently obtains an ownership interest in the Project or Property following any foreclosure or transfer in lieu of foreclosure.

5. REPAYMENT. The Project Requirements shall remain in force regardless of any transfer of ownership of the Property. If Grantee fails to pay the Monitoring Agency monitoring fees or comply with the Project Requirements within sixty (60) days following receipt by Grantee of written notice thereof from the Monitoring Agency (“Cure Period”), then the full Award must be repaid by Grantee to TOMPKINS COUNTY. Repayment of the Award in full plus reasonable attorney fees incurred by Tompkins County shall be the sole and exclusive remedy available to Tompkins County in the event of a material breach of this Declaration by Grantee, its successors or assigns which continues beyond the Cure Period.

6. BINDING EFFECT AND NON-MERGER. Every covenant, promise, undertaking, condition, and right made, granted or assumed, as the case may be, by Grantee under this Declaration shall constitute an equitable servitude on the Property for the sole benefit of TOMPKINS COUNTY and may not be enforced by any other party. Any transferee of any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Declaration and Grantee shall be automatically released from any and all obligations of this Declaration from and after the date of such transfer and each such transferee agrees to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration.

7. TERM. This Declaration shall remain in full effect for a term of forty nine years from the date the declaration is filed with the Tompkins County Clerk, except that ten or more years after the filing of this Declaration the Grantee, its successors or assigns may voluntarily repay the full grant amount to Tompkins County in order to void this declaration and remove the covenants and restrictions without further penalty.

8. GOVERNING LAW. This Declaration shall be construed in accordance with the laws of the State of New York.

[no further text; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

GRANTEE:

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the _____ day of _____, 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC