



# Schenectady City Vacant Property Improvement Program

*Filling the Gaps, Rebuilding Block by Block*

Application Package: Packet 1

**Better**  **Community**  
NEIGHBORHOODS, INC.



**Schenectady City Vacant Property Improvement Program (Schenectady V-PIP)**

***Packet 1** contains detailed information on program guidelines, instructions, and supporting documentation for your reference. This packet is provided solely for informational purposes and does not need to be returned with your application.*

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## **Schenectady City Vacant Property Improvement Program (Schenectady V-PIP) Property Owner FAQs**

Thank you for your interest in the Schenectady City Vacant Property Improvement Program (Schenectady V-PIP)!

Better Community Neighborhoods, Inc. (BCNI) is proud to implement this program with grant funding from the New York State Office of Community Renewal (OCR) through the Vacant Rental Program (VRP). Our mission is to support property owners in revitalizing vacant rental units, with the goal of increasing access to safe, affordable housing in our community.

Before applying, we strongly encourage you to read through this Frequently Asked Questions (FAQ) document to fully understand the program's rules and requirements.

Participation in the Schenectady V-PIP comes with important obligations, including:

- A 10-year Regulatory Period, during which property owners must comply with program guidelines.
- A maximum rent cap that ensures affordability for tenants, based on the annually published Area Median Income (AMI) limits.
- Requirements for tenant income verification, property maintenance, and long-term rental use of the assisted units.

By reviewing this information in advance, you can determine whether the program aligns with your property goals and ensure a smooth application process. If you have any questions, BCNI is here to help!

### **Property Owner FAQ:**

**Is my property eligible?**

**What units in my property are eligible?**

**How is vacancy determined?**

**Can a tenant be relocated to rehabilitate the unit?**

**Who can participate in the program?**

**What are the program's "Responsible Owner" requirements?**

**How much funding is available?**

**Can a property owner apply for multiple units or properties?**

**Is a property owner required to match or contribute funds?**

**What expenses are covered by Schenectady V-PIP funds?**

**Can the property owner perform the rehabilitation work?**

**Can I choose my contractor?**

**Will contractors or property owners be paid upfront for construction work under the Schenectady V-PIP?**

**Can Schenectady V-PIP funds be used to complete only part of a residential project, leaving other portions unfinished?**

**How long does it take to be notified about the status of my application?**

**What are the affordability restrictions that will be placed on the units that I rehabilitate?**

**How is the maximum rent determined?**

**Can property owners select their own tenants?**

**What if no eligible tenant is found?**

**What is the minimum lease term?**

**How long do program restrictions apply?**

**What are the property owners' responsibilities during the Regulatory Period?**

**What if I want to sell or transfer the property?**

**Can I exit the program early?**

**Property Owner FAQ:****Q: Is my property eligible?****A:** Properties must meet the following criteria:

- Located within the City of Schenectady.
- Contain eligible vacant units or spaces (see next section).
- Consist of no more than five (5) residential units currently or post-rehabilitation.
- Not currently in foreclosure.
- Legally permissible for occupancy upon completion of rehabilitation.

**Q: What units in my property are eligible?****A:** Existing vacant rental units or existing vacant buildings and spaces that will be converted to restricted rental units. The following are examples of eligible units by property type:

- Multi-family Property Units: Vacant units in multi-family properties (5 units or fewer) are eligible.
- Single-Family Property Units: Vacant single-family homes are eligible if it will be used as a long-term rental (non-owner-occupied). Vacant single-family homes may also be converted to rental properties of up to five (5) units, provided such a conversion is allowable under local zoning and building codes. Occupied single-family homes are generally ineligible unless the home includes a separate legal and eligible vacant housing unit such as an “in-law apartment.”
- Non-residential Properties: Vacant non-residential buildings can qualify for the program if they are being converted into up to five (5) rental units, as long as the project follows local building codes and has approved plans. If the building is being turned into a mixed-use property (with both residential and commercial space), only the work done on the residential rental units can be funded through the program.
- Mixed-use Properties: Vacant units in mixed-use buildings can qualify for the program. Vacant spaces in a property that will become mixed-use property may be eligible if:
  - The vacant space is a discreet/separate space, meaning the intended occupants will live independently from others in the building and have direct access from the outside or through a common hall; and
  - The space is now functionally obsolete space for which there is no need or demand.

**Q: How is vacancy determined?****A:** A unit or space is considered vacant if it is unoccupied or not legally rented at the time grant funds are committed because the unit is in uninhabitable or unmarketable condition

- Uninhabitable units: Properties failing to meet safety and building codes.
- Unmarketable units: Properties in poor condition, requiring substantial rehabilitation.

BCNI will conduct inspections and require property owners to submit an attestation of vacancy of all units proposed for assistance.

**Q: Can a tenant be relocated to rehabilitate the unit?****A:** No, an existing tenant(s) cannot be relocated, evicted, or otherwise displaced for the purpose of receiving program funds, including instances of voluntary displacement by the tenant. BCNI will conduct an inspection to verify vacancy and a signed attestation from the property owner will be required.

**Q: Who can participate in the program?**

**A:** All participants must be the intended ongoing property owner for the duration of the 10-year regulatory period. Property owners must be legally able to participate, which means being able to execute the Participant Agreement and Declaration of Interest in the Property.

Eligible property owners include:

- Private individuals.
- Business entities (LLCs, etc.), subject to disclosure and personal guarantees. A personal guarantee ensures that the individual property owner(s), rather than just the business entity (e.g., an LLC), are personally responsible for fulfilling the terms of the agreement.
- Not-for-profit organizations that will retain long-term ownership.
- Public or quasi-public entities.

**Q: What are the program’s “Responsible Owner” requirements?**

**A:** Property owners must be determined by BCNI to be a “Responsible Owner” to be eligible for participation as part of the application process. BCNI has established criteria for this determination. Property owners will need to meet the following minimum requirements:

- Disclose all properties under their ownership and control.
- Not be in bankruptcy or foreclosure.
- Have no outstanding federal, state, or local liens on proposed assisted property.
- Be in compliance with any previous loan/grant programs.
- Not be under current investigation by: Dept. of Health, EPA, HUD, state agency or local government for law or regulation violation.
- Must be current on mortgage payments, property taxes, and utilities for all properties within their portfolio.
- Have a current comprehensive property insurance policy on property requesting assistance.

**Q: How much funding is available?**

**A:** Property owners can choose from one of two grant award options as shown below. The amounts listed represent the maximum potential award amounts and are limited to eligible costs only. Actual award amounts will be determined based on a complete inspection and a feasibility and cost analysis of the proposed project.

Award Type	Per-Unit Grant Limit	Maximum Grant (5 Units)	Tenant Household Income Limit	Maximum Allowable Rent Charge
Standard Award	Up to \$50,000/unit	\$250,000	80% Area Median Income (AMI)	80% AMI
Enhanced Award	Up to \$75,000/unit	\$375,000	60% Area Median Income (AMI)	60% AMI

**Q: Can a property owner apply for multiple units or properties?**

**A:** Yes, a property owner can apply for multiple units within the same property and for multiple properties, provided each meets Schenectady V-PIP eligibility requirements. Each property requires a separate application, and owners must comply with funding limits (\$50,000 per unit for the Standard Award and \$75,000 for the Enhanced Award). Property owners must submit a Property Priority Form along with the application for their highest-priority property.

**Q: Is a property owner required to match or contribute funds?**

**A:** No, there is no match or contribution requirement for property owners to be eligible to participate. However, if the grant award is not sufficient to cover the full cost of rehabilitation, a property owner will be required to demonstrate an acceptable plan for completing the full rehabilitation project, which may include evidence of available/committed funds (i.e. cash on hand, loans, property owner-contributed services). Additionally, please be advised that property owners may select a contractor with a higher bid than the lowest offer, but they must cover the cost difference themselves.

**Q: What expenses are covered by Schenectady V-PIP funds?**

**A:** Eligible expenses include:

- Rehabilitation necessary for safe, marketable rental units.
- Structural repairs, environmental remediation, and safety improvements.
- Some permanent fixtures required for rental use.

Site work is generally ineligible except under specific conditions.

**Q: Can the property owner perform the rehabilitation work?**

**A:** No, a property owner cannot serve as their own contractor for a Schenectady V-PIP project. The program requires that a bid process is used to solicit bids and select a contractor to ensure the process is free from conflicts of interest.

**Q: Can I choose my contractor?**

**A:** Yes, but contractors must meet the program's procurement requirements, including:

- Competitive bidding with at least two bids.
- Compliance with NYS Minority and Women-Owned Business (MWBE) requirements.
- Selection of the lowest responsible bidder.

The lowest responsible bidder must be selected; however, a property owner may choose another bidder, but Schenectady V-PIP assistance will be based on the lowest responsible bid amount (i.e., the property owner will be responsible for the cost difference).

**Q: Will contractors or property owners be paid upfront for construction work under Schenectady V-PIP?**

**A:** No, construction work under Schenectady V-PIP is paid on a cost-incurred or reimbursable basis. Contractors and/or property owners are not paid upfront. Funds are disbursed only after costs are incurred, documented, and approved by BCNI and the Housing Trust Fund Corporation (HTFC). Additionally, 10% of the total project funds will be withheld until the final inspection is completed and all required approval documentation is submitted to BCNI. All completed work must pass a final inspection before the final disbursement is made.

**Q: Can Schenectady V-PIP funds be used to complete only part of a residential project, leaving other portions unfinished?**

**A:** Schenectady V-PIP funds must be used to produce a finished residential unit or units that are ready for occupancy. These funds cannot be used for an initial phase of work on a residential unit that will be completed at a later date. However, work can be performed on part of a building while leaving another portion unfinished for future use, provided that:

- The funded residential units are fully complete and accessible.



- The project complies with all applicable codes and ordinances, as evidenced by the issuance of a City of Schenectady Certificate of Occupancy.
- The unfinished space does not pose a hazard or nuisance to occupants or building users.
- The unfinished space is not converted into additional housing units that would result in more than five (5) total units within the building during the 10-year regulatory period. Exceeding this five-unit limit during the regulatory period would be considered non-compliance, and the grant may be subject to full repayment.

**Q: How long does it take to be notified about the status of my application?**

**A:** BCNI will notify a property owner of the status of their application within 30 days of a complete application being submitted. Additional site inspections and verifications may occur after the initial notification.

**Q: What are the affordability restrictions that will be placed on the units that I rehabilitate?**

**A:** There are two types of affordability restrictions that will be placed on units that are rehabilitated with Schenectady V-PIP funds:

- **Tenant Income Limit:** The tenant's household income may not exceed either 60% or 80% of the Area Median Income, depending on award amount. BCNI will assist property owners in understanding this requirement.
- **Maximum Rent Limit:** There is a maximum monthly rent that can be charged to tenants occupying an assisted unit. See below for additional information on how this is determined.

**Q: How is the maximum rent determined?**

**A:** BCNI will advise property owners of the current maximum rent limit for the specific unit(s).

Maximum rents are calculated based on:

- Award type.
- Local utility allowances (if applicable).
- Unit size (i.e. bedroom count (not square footage)).

The maximum rent an owner can charge is based on the Area Median Income (AMI) income threshold of either 80% AMI or 60% AMI, depending on the award option selected by the property owner (Standard or Enhanced). Rent limits are determined using HUD guidelines and adjusted annually. BCNI staff will train property owners on how to complete the income verification process after the initial tenant verification. Property owners will be required to annually certify that the rent charged to tenants of assisted units does not exceed the maximum rent allowable.

**Q: Can property owners select their own tenants?**

**A:** Yes, but owners must comply with Fair Housing Laws and all Schenectady V-PIP program limitations. BCNI will assist with tenant referrals and income verification as needed. Learn more: <https://hcr.ny.gov/fair-housing-information>

**Q: What if no eligible tenant is found?**

**A:** If an eligible tenant cannot be found, the property owner may submit a waiver request to BCNI, which must also be approved by the NYS Office of Community Renewal. A waiver will only be considered if all reasonable avenues to finding a tenant have been exhausted and documented.

**Q: What is the minimum lease term?**

**A:** Leases must be at least 12 months. Short-term rentals (e.g., Airbnb) are **strictly prohibited**. After an initial 12-month lease, the Property Owner may allow a tenant to rent month to month, but to do so must provide a 12-month lease with the option for the tenant alone to terminate the lease during the term.

**Q: How long do program restrictions apply?**

**A:** Property owners that participate in the program agree to abide by the restrictions for a period of ten (10) years (the “Regulatory Period”). Program obligations are agreed to in a Participant Agreement that the property owner executes with BCNI as well as a Declaration of Interest in the Property that is filed with the County Clerk. *Samples are provided for review.*

**Q: What are property owners’ responsibilities during the Regulatory Period?**

**A:** Owners must:

- Retain ownership of the property.
- Rent any assisted units to income-qualified tenants.
- Charge no more than the allowable rent limit.
- Maintain assisted units and property in habitable condition.
- Allow BCNI to conduct inspections and compliance checks.
- Complete an annual re-certification form to verify ongoing compliance with program regulations

Failure to comply may result in full repayment of grant funds from the property owner.

**Q: What if I want to sell or transfer the property?**

**A:** Participation in Schenectady V-PIP should be considered a 10-year commitment. However, recognizing that circumstances can change, sale or transfer of the property will be allowed subject to the following:

- Property owner must notify BCNI of intent to sell property
- The presence of Schenectady V-PIP program restrictions and obligations must be disclosed to prospective purchasers
- The Property Owner must receive permission to sell the property from BCNI and the NYS Office of Community Renewal
- The new owner must execute an Affirmation assuming the regulatory requirements and responsibilities of the Schenectady V-PIP for the remainder of the Regulatory Period

**Q: Can I exit the program early?**

**A:** No. Participation in the Vacant Rental Program is a 10-year commitment. **A participating property owner may not exit the program by repaying the grant assistance.** The Declaration of Interest in the Property will not be released prior to the completion of the 10-year Regulatory Period. A property owner has the option to sell or transfer the property to a new owner that is willing to assume the responsibilities of the program.

**For More Information:**

Denise Schultz, Schenectady V-PIP Program Manager  
Better Community Neighborhoods, Inc. (BCNI)  
Address: 670 Franklin Street, Suite 201, Schenectady, NY  
Email: [VRP@bcnihousing.org](mailto:VRP@bcnihousing.org)  
Phone: 518-372-7616 x 4



## Schenectady City Vacant Property Improvement Program (Schenectady V-PIP) Property Owner Application Instructions

### Introduction

Better Community Neighborhoods, Inc. (BCNI) is administering the Schenectady City Vacant Property Improvement Program (Schenectady V-PIP) as the local name for the New York State Vacant Rental Program (VRP). This program helps property owners rehabilitate vacant rental units or convert properties into rental housing throughout the City of Schenectady, making them available to income-qualified tenants. Through this program, property owners may be eligible to receive financial assistance to complete necessary improvements that bring vacant units into compliance with local housing standards.

As the Local Program Administrator (LPA), BCNI is responsible for ensuring that all applicants meet program eligibility requirements, submit complete applications, and comply with Schenectady V-PIP policies during renovation and/or conversion throughout the 10-year regulatory period that follows. The information below outlines the application process, required documentation, and program expectations.

### Eligibility Requirements

To qualify for Schenectady V-PIP funding, property owners must:

1. Own an eligible property within the designated service area (City of Schenectady).
2. Be in good standing with all mortgage payments and property taxes for the property seeking assistance.
3. Provide proof of comprehensive property insurance. A waiver may be granted if property is uninsurable due to its current condition.
4. Agree to rent the rehabilitated units to income-qualified tenants at restricted rental rates for 10 years following project completion.
5. Demonstrate financial capacity to complete any necessary repairs beyond the eligible and approved Schenectady V-PIP funding amount.
6. Submit a complete application with all required documentation (See ***Schenectady V-PIP Required Documentation Checklist***).
7. Work with BCNI on pre-construction site inspections, feasibility studies and scope development, and contractor bidding processes.

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### Application Process

#### Step 1: Complete and Submit the Schenectady V-PIP Application

Property owners must fully complete and sign the ***Schenectady V-PIP Property Owner Grant Assistance Application***. Incomplete applications will not be considered until all required information is provided and meets Schenectady V-PIP eligibility requirements. Applicants will have the opportunity to correct deficiencies and resubmit for review.

#### Step 2: Provide Required Documentation

Applicants must submit the following supporting documents with their application:

1. Proof of Property Ownership

- Copy of the property deed or title of proposed assisted unit/property.
- If the property is held under an LLC, trust, or corporation, submit the proper documentation identifying all owners and their ownership percentages.

## 2. Proof of Responsible Ownership

- A complete real estate portfolio listing all properties owned by the property owner (Schedule of Real Estate Owned Properties).
- Mortgage statements confirming the proposed assisted property is in good standing.
- The most recent property tax statements for the proposed assisted property.
- The most recent utility bill demonstrating that all payments are current for the proposed assisted property (if applicable).

\* If the property lacks current or recent utility hookups, BCNI may waive this requirement, provided it is confirmed that the disconnection was not due to non-payment and that any outstanding payment obligations have been met.

- Proof of comprehensive insurance coverage\* on the proposed assisted property, including:
  - General liability insurance.
  - Property hazard insurance.
  - Flood insurance (if required based on the property's location).

\*If the property cannot be insured due to its condition, the property owner will be required to provide evidence of declination of coverage from two (2) separate insurance companies and confirm ability to insure when complete.

- Signed ***Schenectady V-PIP Attestation of Responsible Ownership***.

**Note:** Property owners are only required to submit documentation for the specific buildings they are applying for funding for. However, the Schenectady V-PIP Attestation of Responsible Ownership will reference all properties within their portfolio.

## 3. Verification of Property Eligibility

- ***Schenectady V-PIP Attestation of Unit Vacancy*** for any rehabilitation projects in residential units.
- ***Schenectady V-PIP Attestation of Property Vacancy*** for any non-residential conversion projects.
- If applying for conversion of a non-residential space to residential use, provide documentation confirming existing/prior legal use and approval from the Schenectady Planning Commission or other applicable zoning authority for the conversion.
- Optional: Building inspection report or documentation of any existing code violations (if available).

## Application Submission

### How to Submit Your Application

Applications and supporting documents can be submitted through one of the following methods:

**Email Submission:** Send all documents to [VRP@bcnihousing.org](mailto:VRP@bcnihousing.org) with the subject line: “Schenectady V-PIP Application – [Property Address].” Property owners applying for more than one property must submit each application in a separate email, following the same subject line format for each property. Additionally, applicants must complete and submit a **Schenectady V-PIP Property Prioritization Form** with the application for their highest-priority property to indicate the ranking of all properties for which they are applying.

- **In-Person or Mail:** Drop off or mail your application to:  
Better Community Neighborhoods, Inc. (BCNI)  
670 Franklin Street, Schenectady, NY  
Office Hours: 8:30-5:00 – An after-hours drop box is available at above address.

### Application Review and Approval Process

1. Application Review – BCNI will review applications for completeness and eligibility. Property owners may be contacted for additional information or clarification.
2. Property Inspection – BCNI will coordinate with property owners to conduct a site visit to verify the vacancy status, existing conditions, and feasibility of proposed rehabilitation work.
3. Confirming Financial Readiness – If the approved Schenectady V-PIP funds do not cover the full cost of rehabilitation, property owners must provide proof of additional funding sources, such as a loan commitment letter or bank statements.
4. Approval & Grant Agreement – If the application is approved, the property owner must sign the Schenectady V-PIP Participant Agreement before funding is committed. See **Participant Agreement Disclaimer** for more information.
5. Rehabilitation Work Begins – BCNI will manage the Contractor Bid Solicitation for each property in conjunction with property owners. Property owners must hire an approved contractor and begin work within 30 days of project approval.

### Deadline

Applications will be accepted and evaluated on a rolling basis until all Schenectady V-PIP funds have been awarded or exhausted.

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### Contact BCNI for Assistance

BCNI is here to assist property owners throughout the application process and beyond. We encourage all interested applicants to reach out for guidance and support.

If you have any questions about the Schenectady V-PIP application process, required documentation, or compliance requirements, please contact us:

**Denise Schultz, Schenectady V-PIP Grant Program Manager**

**Phone:** 518-372-7616 x 4

**Email:** [VRP@bcnihousing.org](mailto:VRP@bcnihousing.org)



## Schenectady V-PIP Required Documentation Checklist

Before submitting your application for the Schenectady V-PIP, please ensure that all required documentation is complete and included. Use this checklist to confirm that your submission meets all requirements. *Please note that submission requirements are subject to change, and applicants are responsible for ensuring they comply with the most current guidelines.*

### **Required Documentation:**

- Schenectady V-PIP Property Owner Grant Assistance Application
- Proof of property ownership
  - Copy of the property deed or title of proposed assisted unit/property.
  - If the property is held under an LLC, trust, or corporation, submit the proper documentation identifying all owners and their ownership percentages.
- Schedule of Real Estate Owned Properties
- Most recent mortgage statements for the proposed assisted property
- Most recent property tax statements for the proposed assisted property
- The most recent utility bill demonstrating that all payments are current for the proposed assisted property
  - N/A – The property lacks current or recent utility hookups
- Proof of comprehensive insurance coverage on the proposed assisted unit/property
  - N/A – The property lacks current comprehensive insurance coverage
- Signed Schenectady V-PIP Attestation of Responsible Property Ownership
- Signed Schenectady V-PIP Attestation of Unit Vacancy for each proposed residential unit (if applicable)
- Signed Schenectady V-PIP Attestation of Property Vacancy for each proposed non-residential or mixed-use property (if applicable)

### **Optional:**

- Building inspection report or documentation of any existing code violations (if available)
- Photos can be submitted as supporting documentation to demonstrate the uninhabitability and/or unmarketability status of each unit as part of their application
- Applicants may submit a proposed budget for the work to be completed; however, BCNI will prepare an internal cost estimate for the eligible scope of work, which will serve as the basis for final funding determinations
- Applicants may provide proof of work that has already been completed, including documentation of costs incurred, with the understanding that no reimbursement will be provided for any costs incurred prior to the approval of their application
- Other: Any information/documentation that a property owner feels will be helpful may be provided for review. Please outline and describe any such documents provided along with your application.





## Schenectady City Vacant Property Improvement Project Participant Agreement Disclaimer

If your application is approved, you will be required to sign a Participant Agreement with Better Community Neighborhoods, Inc. (BCNI). This agreement outlines the terms, conditions, and obligations associated with receiving program funding. Below is a summary of what you will be agreeing to in the Participant Agreement; failure to comply may result in financial penalties or loss of funding.

### Key Terms of the Participant Agreement

#### 1. Program Compliance & Regulatory Period

- By signing the agreement, you commit to maintaining compliance with all program requirements for a 10-year regulatory period after project completion.
- You agree to ensure that the property is maintained in good condition and that all program-assisted units remain safe and habitable.
- You must comply with all federal, state, and local housing regulations, including Fair Housing Laws.

#### 2. Use of Grant Funds & Reimbursement

- Grant funds will be disbursed directly to contractors on a cost-incurred or reimbursable basis—this means that all costs must be incurred, documented, and approved before payments are made, and payments will be issued directly to the contractors performing the work.
- Funds will not be reimbursed for cash payments—all expenses must be supported by invoices, contracts, canceled checks, and other documentation.
- All work must be performed by approved contractors and must meet all building codes and safety regulations.

#### 3. Tenant Eligibility & Rent Limits

- You may select your own tenants, but you must verify and document that their income meets program requirements before leasing the unit.
- Rent must remain within the affordable rent limits set by HUD and communicated annually by BCNI.
- You may not discriminate against tenants who use housing vouchers or other forms of public assistance for rent payments and must adhere to all applicable Fair Housing Laws.
- You must retain tenant income verification documentation and/or related files for audit purposes by Better Community Neighborhoods, Inc. (BCNI) and/or the Office of Community Renewal (OCR). These records must be maintained in an organized manner and made available upon request to ensure compliance with program guidelines.

#### 4. Property Sale & Transfer Restrictions

- You may not sell or transfer the property during the 10-year regulatory period without prior written approval from HTFC.
- If the property is sold, the new owner must agree to assume all program obligations.
- Failure to comply with this requirement will result in full repayment of the grant funds.
- BCNI will require each property owner receiving Schenectady V-PIP funds to file a security instrument in the form of a Declaration of Interest (“Declaration”), with the clerk of the county in which the project is located. See *Sample Declaration of Interest* for more information.

#### 5. Lead-Safe Maintenance Requirements

- You agree to maintain all assisted units free of lead hazards by following lead-safe work practices.
- The property owner must visually assess the property on a routine basis and/or whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.

#### 6. Inspections & Compliance Monitoring

- BCNI will conduct annual recertifications to ensure compliance with program rules. Site inspections will be coordinated with the property owner(s) and performed at least twice during the 10-year compliance period
- You must provide requested reports and records regarding tenant income verification, rental rates, and property maintenance. Failure to comply with this requirement will result in full repayment of the grant funds.

#### 7. Liability & Waiver

- Participation in the program does not guarantee the quality of work performed by contractors.
- BCNI, HTFC, and affiliated agencies assume no liability for financial losses, construction quality, or other issues arising from participation.
- By signing the agreement, you accept full responsibility for compliance, and failure to do so may result in termination of funding and recapture of grant funds.

**See Sample Participant Agreement**



## Schenectady City Vacant Property Improvement Program Participant Agreement

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Better Community Neighborhoods, Inc. (BCNI), with an office at 670 Franklin Street, Schenectady, and \_\_\_\_\_ (“Owner”), residing at or having a principal place of business at \_\_\_\_\_.

### WITNESSETH:

**WHEREAS**, BCNI has entered into an Agreement with the New York State Housing Trust Fund Corporation (“HTFC”) to distribute and administer funds for projects under the New York Vacant Rental Program (“Program”) to eligible properties selected in accordance with Program guidelines; and

**WHEREAS**, BCNI must administer the distribution of grant funds to the Owner, for the project in accordance with all the terms and conditions of their Grant Agreement with the HTFC, Article XXVI of the Private Housing Finance Law and the regulations promulgated thereunder, and the HTFC’s applicable rules, regulations, policies and procedures, as amended from time to time.

**WHEREAS**, the Owner intends to complete improvements of the property located at **STREET ADDRESS** using funds to be provided through the Program being administered by BCNI; and

**NOW, THEREFORE**, BCNI and the Owner agree as follows:

1. **Term.**

The period of performance for all activities assisted pursuant to this Agreement shall be ten (10) years, commencing on the effective date of this Agreement and ending on \_\_\_\_\_ (“Term”), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction within thirty (30) calendar days of BCNI approval.

2. **Owner’s Representations.**

The Owner hereby expressly represents that:

- (a) They are the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, they have all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.
- (b) The premises will be insured for the full (100%) replacement value, fire insurance and other appropriate insurance depending on makeup of building will be obtained, and to obtain flood insurance coverage if the premises is in a special flood hazard area.

3. **Project Costs.**

- a) At least two bids must be obtained for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by BCNI. BCNI will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, reimbursement will be based on the amount of the lowest bid.
- b) Eligible contractors shall be those selected from any list maintained by BCNI, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
- c) Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers’ compensation coverage. BCNI, State of New York, **and** the Housing Trust Fund Corporation must be listed as additional insured.
- d) Owners and/or family members shall not be involved in the bidding process.

- e) BCNI agrees to reimburse the Owner for project costs described in the agreed upon Scope of Work attached as Attachment A. Any modification, amendment or rescission of project costs must be requested in writing and approved in writing by BCNI.
- f) The maximum amount of Program funds to be provided to the Owner is VRP Award Amount.

#### **4. Reimbursement.**

- a) Funds will be disbursed only after costs are incurred, documented, and approved by the Participant, BCNI and HTFC.
- b) A final disbursement shall not be paid pursuant to this agreement until a final inspection of the work has been completed by BCNI, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners may be required to provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by BCNI to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The payment of any amount(s) due and payable by the HTFC through BCNI to the Owner, as a reimbursement pursuant to this Grant Agreement for work completed shall be payable within forty five (45) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the HTFC.

#### **5. Inspection of Work: Unsatisfactory Work.**

The Owner agrees that BCNI shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or BCNI shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to BCNI and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time BCNI shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

#### **6. Regulatory Period.**

- a) The Owner, for a period of ten (10) years from project completion ("Regulatory Period"), shall take all necessary steps to ensure that the property improved under the Program is maintained in good condition. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income, which is defined as households whose incomes do not exceed <<Enter 60% or 80% depending on award type>> of the Area Median Income for the geography in which the property are located as published the U.S. Department of Housing and Urban Development (HUD). This requirement is met through (1) verifying the income of tenants at time of application; and (2) a rent limit imposed on the assisted units during the Regulatory Period. Annual Rent Limits will be communicated by BCNI to the Property Owner on an annual basis.
- b) It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the ten-year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.
- c) The Owner of a property improved under the Program ("Assisted Property") will be required to execute a Declaration, in the form attached as Attachment C, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Owner agrees to maintain the Assisted Property in compliance with the terms of this Grant Agreement, throughout

the Regulatory Period. The Owner shall further declare that in the event of any non-compliance, the amount of grant funds distributed shall be subject to repayment in full. The Owner further acknowledges and agrees that BCNI shall have the right, pursuant to its agreement with the HTFC, to inspect the Assisted Property to monitor the Owner's compliance with this requirement.

- d) The Assisted Property shall not be sold during the Regulatory Period without prior written consent of the HTFC. The Owner must disclose the requirements imposed on the Property by this Grant Agreement and the Declaration to prospective purchasers. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities in this Grant Agreement and the Declaration. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner.

**7. Reports and Access to Records.**

During the Term and the Regulatory Period, BCNI will require an annual inspection and confirmation of adherence to program policies and procedures including the income verification of any new tenants and charging monthly rent within the allowable limit.

The Owner further agrees to provide BCNI with reports or records in such form, content and frequency as required by BCNI and the HTFC.

**8. Termination.**

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

**9. Compliance with Local Laws and Codes.**

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the City of Schenectady, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

**10. Notice of Investigation or Default.**

The Owner shall notify BCNI within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of their activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, BCNI and the HTFC may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

**11. Default.**

- (a) If an Event of Default as defined below shall occur, all obligations on the part of BCNI to make any further payment of Program funds shall, if BCNI so elects, terminate and BCNI may, in its discretion, exercise any of the remedies set forth herein; provided, however, that BCNI may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- (b) The following shall constitute an Event of Default hereunder:
  - (i) if the Owner fails, in the opinion of BCNI, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the HTFC or BCNI;
  - (ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading;
  - (iii) if the Owner has failed to commence the improvements as specified in Attachment A- Scope of Work in a timely fashion or has failed to complete such improvements within the Term.
- (c) Upon the happening of an Event of Default, BCNI may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude BCNI from pursuing any other remedies contained herein or otherwise provided at law or in equity:
  - (i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice.
  - (ii) Withhold or suspend payment of Program funds.
  - (iii) Recapture any Program funds disbursed to the Owner.
  - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse BCNI and the HTFC for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by BCNI for any reason, or upon the closeout of the Program, BCNI shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve BCNI of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to BCNI for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. BCNI shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

**12. Indemnification.**

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, BCNI, the City of Schenectady, and the HTFC from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

**13. Assignment.**

The Owner shall not assign this Grant Agreement without the prior written consent of BCNI and any such request for assignment of said Grant Agreement must be addressed to BCNI, 670 Franklin Street, Suite 201, Schenectady, NY 12305.

**14. Waiver of Liability.**

Nothing in this Agreement nor any act of BCNI, HCR or the HTFC, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

**15. Photograph Release.**

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



**16. Modification and Amendment.**

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner and BCNI.

**17. Severability.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**18. Disputes.**

Any disputes will be resolved through BCNI Dispute Resolution Policy attached to this agreement (Attachment B).

**19. Acknowledgements**

The Owner hereby acknowledges the following:

- a) The Owner has the right to select the eligible tenants for assisted units;
- b) The Owner understands the applicable Fair Housing Laws in New York State and agrees to adhere to these laws, including in selecting tenants for assisted units;
- c) The Owner furthermore understands specifically that it is unlawful to discriminate against a household that pays rents with public assistance in New York State and the Owner agrees not to unlawfully discriminate against a prospective or current tenant that is a housing voucher holder or otherwise uses public or other source of income to pay rent; and
- d) The Owner will advertise available units in according with Fair Housing Laws and understands that BCNI reserves the right to advertise assisted units in any lawful manner it chooses, including to local housing agencies and authorities.

**20. Attachments:**

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

Attachment A – Scope of Work (To be completed after application approval)

Attachment B – Dispute Resolution Policy (See attached **Dispute Resolution**  **Policy**)

Attachment C – Draft Declaration of Interest (See Sample Declaration of Interest)

Attachment D – Photograph Release Form (See attached)

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

**BCNI**

Signature → \_\_\_\_\_

Printed Name:

Title:

Date:

**Owner**

Signature → \_\_\_\_\_

Printed Name:

Title:

Date:



## Schenectady City Vacant Property Improvement Program Participant Agreement | Dispute Resolution Plan

**Administered By:** Better Community Neighborhoods, Inc (BCNI)

**Applicable To:** Participants (Property Owners) and Contractors

### I. Purpose

The purpose of this Dispute Resolution Plan is to establish a clear, fair, and structured process for resolving disputes between Participants (Property Owners) and Contractors under the Vacant Rental Program (VRP), which BCNI is administering locally as the Schenectady City Vacant Property Improvement Program (Schenectady V-PIP). This plan applies to disputes arising from the Schenectady V-PIP Participant Agreement, contract, or any written agreement related to the program.

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### II. Scope of Disputes Covered

This Dispute Resolution Plan applies to disputes related to:

1. Project Timelines
    - Delays in construction beyond agreed schedules.
    - Contractor failing to start or complete work within the agreed timeframe.
  2. Quality of Work
    - Workmanship that does not meet quality and compliance standards.
    - Failure to adhere to local building codes and regulations.
    - Structural or safety issues resulting from the contractor's work.
  3. Scope of Work Disputes
    - Claims that certain work falls outside the agreed scope.
    - Disagreements over materials, labor, or additional work.
  4. Inability or Failure to Uphold Obligations
    - Either party failing to meet their contractual obligations (e.g., contractor not completing work, participant not providing access to the property).
  5. Final Participant Completion Sign-Off
    - Disagreements over whether the work is satisfactorily completed.
  6. Contractor Payment Disputes
    - Refusal to pay the contractor due to disputes over work quality or timeline compliance.
    - Discrepancies in invoicing and approved project costs.
- 

### III. Notification of Dispute

#### Step 1: Written Notice Requirement

1. A party involved in a dispute must submit a formal, written notice to BCNI within 5 business days of identifying an issue.
2. The notice must include:
  - Date of dispute identification
  - Detailed description of the issue
  - Relevant documents (e.g., contracts, invoices, project plans)
  - Photos (if applicable)
  - Previous communication attempts to resolve the issue
  - Requested and/or proposed resolution by the party filing the complaint

#### Step 2: Acknowledgment & Initial Review

1. BCNI will acknowledge receipt of the dispute in writing within 3 business days of receiving the dispute notice.
  2. BCNI will review the dispute, request additional documentation if needed, and communicate with both parties.
-

## IV. Dispute Resolution Process

### Step 1: Informal Resolution (Within 10 Business Days of BCNI Acknowledging the Dispute Notice)

BCNI will attempt to mediate an informal resolution within 10 business days of receiving the dispute notice. The process includes:

1. Facilitating direct communication between the Participant and Contractor.
2. Clarifying contractual obligations to ensure all parties understand the agreement terms.
3. Negotiating a corrective action plan, if necessary.
4. Documenting the agreed-upon resolution in writing.

Possible Outcomes:

- Agreement is reached → Documented, signed by both parties, and stored in project files.
- No agreement → Proceed to Step 2 (Inspection & Investigation).

### Step 2: Site Inspection & Investigation (Within 5 Business Days of Failed Informal Resolution)

If the dispute is not resolved informally, BCNI will:

1. Conduct an on-site inspection within 5 business days to assess the situation (for disputes involving work quality, completion, or compliance).
2. Interview both parties to collect additional information.
3. Take photos/videos to document findings.
4. Compare findings against the agreed Scope of Work and program guidelines.

Possible Outcomes:

- If work is substandard or incomplete, the contractor may be required to correct issues at their expense. Circumstances where Schenectady V-PIP funds may cover expenses instead of the contractor:
  - If the contractor goes out of business or refuses to complete work.
  - If the contractor cannot or will not correct deficiencies and legal action costs more than repairs or safety risks require immediate correction.
  - If poor-quality work is due to faulty materials and not contractor negligence.
- If the participant is found at fault, they may be required to approve the completed work or make necessary payments.
- If parties still do not agree, the case proceeds to mediation.

### Step 3: Formal Mediation (Within 10 Business Days of Failed Site Inspection & Investigation)

1. BCNI will schedule a formal mediation meeting.
2. The mediation session will be moderated by BCNI or a neutral third-party mediator.
3. Both parties will present:
  - Documentation supporting their claim.
  - A proposed resolution.
4. The mediator will attempt to negotiate a fair resolution.

Possible Outcomes:

- Successful mediation → The agreed-upon resolution is documented and signed.
- Unsuccessful mediation → The dispute escalates to a final BCNI determination.

### Step 4: BCNI Determination (Within 5 Business Days of Failed Mediation)

If mediation fails, BCNI will:

1. Review all evidence and issue a final determination.
2. Provide a binding resolution, which may include:
  - Corrective action plan for the contractor.
  - Payment adjustments (e.g., reduced or withheld payment).
  - Final acceptance of work with conditions.
  - Recommendations for legal action if needed.

## V. Escalation to HCR (If Necessary)

If the dispute remains unresolved, BCNI will:

1. Notify NYS Homes and Community Renewal (HCR), Office of Community Renewal (OCR).
2. Submit:
  - The original dispute notice.
  - All supporting documentation (inspection reports, mediation records, emails, etc.).
  - BCNI's final determination.
3. Provide a recommended course of action.
4. Await HCR's final decision, which is binding.

## VI. Compliance & Enforcement

### Failure to Comply with the Dispute Resolution Process

If either party refuses to comply:

- Contractor Non-Compliance:
  - BCNI may withhold payment.
  - The contractor may be removed from the approved bidder list.
  - Legal action may be pursued.
- Participant Non-Compliance:
  - BCNI may terminate the Participant Agreement.
  - The participant may be required to repay grant funds.

### Final Decision is Binding

- BCNI's final determination is binding unless overturned by HCR.
- Appeals to HCR must be submitted within 10 business days.

## VII. Documentation & Record Keeping

1. BCNI will maintain detailed records of:
  - All dispute resolution efforts.
  - Correspondence and communications.
  - Inspection reports and mediation notes.
  - Final resolution agreements.
2. All records will be stored in project files and available for OCR review.

## VIII. Summary of Timeline for Dispute Resolution

Step	Action	Deadline
Step 1	Dispute Notice Submission	Within 5 business days of issue occurrence
Step 2	BCNI Acknowledges Receipt	Within 3 business days of receiving notice
Step 3	Informal Resolution	Within 10 business days of BCNI acknowledgment
Step 4	Site Inspection	Within 5 business days of failed informal resolution
Step 5	Formal Mediation	Within 10 business days of failed site inspection
Step 6	BCNI Final Determination	Within 5 business days of failed mediation
Step 7	Escalation to HCR	Within 5 business days of LPA final decision

## VIII. Conclusion

This Dispute Resolution Plan ensures timely, transparent, and equitable resolution of conflicts while maintaining compliance with Schenectady V-PIP guidelines. BCNI is responsible for good-faith efforts in dispute resolution, with HCR oversight for unresolved matters.



## **Vacant Rental Program Declaration of Interest Disclaimer**

*As part of participation in the New York State Vacant Rental Program (VRP), which BCNI is administering locally as the Schenectady City Vacant Property Improvement Program (Schenectady V-PIP), all property owners receiving grant assistance must sign a Declaration of Interest in Property agreement.*

### **Key Requirements:**

- This document establishes obligations and restrictions that apply to the assisted property for the ten-year regulatory period.
- Property owners agree to:
  - Maintain the assisted rental units in compliance with program requirements.
  - Ensure affordability restrictions remain in place.
  - Keep the property properly maintained.
  - Adhere to restrictions on sale or transfer of the property.

### **Recording Requirement:**

- The Declaration of Interest must be officially recorded with the County Clerk's Office in the county where the property is located.
- This recording ensures that:
  - The obligations run with the property and remain in effect for the entire regulatory period.
  - If the property is sold or transferred, the new owner must assume all program requirements by signing an affirmation.
  - If the new owner does not assume the obligations, the original grant funds may be subject to full recapture.

### **Important Notice to Property Owners:**

- BCNI strongly encourages all potential participants to review this requirement carefully before proceeding.
- Failure to comply with the Declaration of Interest terms may result in enforcement actions, including repayment of grant assistance.

For further details, property owners should consult the full program guidelines or contact BCNI for additional clarification.

See ***Sample Declaration of Interest***





**Schenectady City Vacant Property Improvement Program Participant Agreement | VRP Declaration of Interest**

**NEW YORK STATE HOUSING TRUST FUND CORPORATION  
VACANT RENTAL PROGRAM  
DECLARATION OF INTEREST IN PROPERTY**

PROGRAM FUNDS GRANTED BY Better Community Neighborhoods, Inc. to:

PROPERTY OWNER(S): Owner(s)

PROPERTY ADDRESS: <<PROPERTY STREET ADDRESS>>

COUNTY: <<COUNTY>>

SECTION/BLOCK/LOT: <<SBL>>

AMOUNT OF GRANT ASSISTANCE: <<\$AMOUNT>>

REGULATORY PERIOD: Ten (10) Years

# OF UNITS ASSISTED: {Enter number of units}

IDENTIFY ASSISTED UNITS: {Enter unit numbers or other identification}

This Declaration, made and executed this \_\_\_\_ day of \_\_\_\_, <<YEAR>>, is given to the Better Community Neighborhoods, Inc. ("Recipient") by Owner(s).

**RECITALS**

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the property described above and in the attached Exhibit A ("Property"); and

WHEREAS, the Owner is an "Eligible Participant" in the NYS Vacant Rental Program ("VRP"), and

WHEREAS, the Recipient entered into a Vacant Rental Program Agreement (the "Agreement") with the Housing Trust Fund Corporation ("HTFC"); and

WHEREAS, pursuant to the Agreement, Recipient provided Vacant Rental Program assistance in the amount listed above ("Grant Assistance") to the Owner for the purposes of rehabilitating vacant units on the Property as rental housing units (the "Assisted Unit(s)"); and

WHEREAS, the Owner must comply with HTFC Policies and Procedures and HTFC's Regulatory Requirements for the Vacant Rental Program (the "Program") as they relate to the Property and to the Assisted Unit(s) for the Regulatory Period as defined herein.

NOW, THEREFORE, the Owner hereby declares that for a period of ten (10) years ("Regulatory Period") which commenced on <<DATE>> ("Commencement Date") and terminating <<TERMINATION DATE>> ("Termination Date"), the Assisted Unit(s) shall at all times be occupied as housing, and the Property and Assisted Units shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions, and improvements shall, from time to time, be promptly made.

Owner further declares that, during the Regulatory Period, the Property shall not be sold, transferred, moved, demolished, or materially altered without the prior written consent of the Recipient and HTFC. In the event of an approved sale or otherwise permitted transfer, the new owner shall execute an Affirmation assuming the regulatory requirements and responsibilities found both herein and in the VRP Grant Agreement executed between the Owner and the Recipient. Failure to execute such Affirmation may result in the full recapture of Program funds from the Owner and may prevent the discharge of the Declaration of Interest at the completion of the Regulatory Period.

Owner further declares that:

- any Assisted Units on the Property shall be occupied by an eligible tenant for the duration of the Regulatory Period as verified by the Owner and Recipient per published VRP program policies and procedures unless prior written consent has been granted by HTFC;
- that the monthly rent charged to tenants of any Assisted Unit will not exceed the maximum limit established by VRP;
- that the Assisted Unit(s) shall not be used as a short-term rental, including as a vacation and/or seasonal rental and that tenant leases will be for a minimum of twelve (12) months;
- and that should any Assisted Units in the Property become vacant during the Regulatory Period, the Owner shall make good faith efforts to market the vacant rental unit for lease to new tenants.

This Declaration is expressly subject and subordinate to any mortgage given by the Owner for the purpose of construction or permanent financing of the Property, whether or not such mortgage is recorded prior to the date of this Declaration.

All the grants, covenants, terms, provisions, and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances, and tenants of the Property. In the event the Owner shall breach

any such grant, covenant, term, provision, or condition, the Owner must return the Grant Assistance to the Recipient for recapture by HTFC. The amount to be repaid and recaptured shall be 100% of the grant assistance.

This Declaration shall be recorded in the Office of the Clerk of the County in which the Property is located and shall automatically lapse on the Termination Date.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

Owner(s)

MAILING ADDRESS:

\_\_\_\_\_  
<<Owner 1 Sign>>

\_\_\_\_\_

\_\_\_\_\_  
<<Owner 1 Print Name>>

\_\_\_\_\_

\_\_\_\_\_  
<<Owner 2 (IF ANY) Sign>>

\_\_\_\_\_

\_\_\_\_\_  
<<Owner 2 (IF ANY) Print Name>>

\_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Better Community Neighborhoods, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned notary public, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A

Legal Description

SAMPLE



### Schenectady City Vacant Property Improvement Program Participant Agreement | Photograph & Video Release Form

I/we, the undersigned, hereby grant permission to Better Community Neighborhoods, Inc. (BCNI) and the Housing Trust Fund Corporation (HTFC) to photograph and/or video properties that receive assistance under the Vacant Rental Program (VRP), which BCNI is administering locally as the Schenectady City Vacant Property Improvement Program (Schenectady V-PIP). I understand that such images may be edited, copied, exhibited, published, or distributed by BCNI and HTFC for promotional or public relations purposes, including but not limited to:

- Reports to New York State agencies
- BCNI and HTFC Presentations
- Social Media and Websites
- Educational or informational materials

I waive the right to inspect or approve the final product wherein my property appears. Additionally, I waive any right to royalties or other compensation arising from or related to the use of these images.

By signing this release, I acknowledge that photographic or video recordings of my property may be electronically displayed on websites, social media platforms, and other public educational settings.

I understand that:

1. No personal identifying information about me or my tenants will be disclosed in connection with the images unless I provide explicit additional consent.
2. BCNI and HTFC will use these images solely to promote, educate, and document the impact of the Vacant Rental Program.
3. I will be consulted about the use of photographs or video recording for any purpose other than those listed above.
4. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

**Property Owner Information:**

**Full Name(s):** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Home/Cell (circle one)**

**Email Address:** \_\_\_\_\_

**Acknowledgment & Signature(s):**

By signing this form, I/we acknowledge that I/we have read and understand the terms of this **Photograph & Video Release Form** and agree to be bound thereby.

**Property Owner Signature:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Property Owner Signature:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_