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ARUP Affordable Rental Upgrade Program City of Kingston/Ulster County

Program Description

RUPCO Inc. is administering 1.5 million in funds provided by the County of Ulster and \$385,000 from the City of Kingston for the ARUP Affordable Rental Upgrade Program to support our mission to keep New Yorkers housed by providing financial assistance to landlords to improve the conditions of units in Ulster County and the City of Kingston while agreeing to keep rents stabilized for low-income tenants.

Who should apply? Landlords that own 8 or less legal residential rental units in Ulster County. Corporate owned properties are eligible (*Applicant signatory must be principal partner of the LLC. If applying for multiple property addresses; one application is needed for each property. Not all applications will be selected or awarded funding.*)

Application cutoff date: December 1, 2023

Maximum Grant awards per eligible unit:

- \$25,000 per unit for units that house tenants with household gross income at or below *60% of the area median income limit for Ulster County as calculated by HUD based on Household size (maximum \$50,000 per building)
- \$15,000 per unit for units that house tenants with household gross incomes between *60% and 80% of the area median income limit for Ulster County as calculated by HUD based on Household size (maximum \$30,000 per building)

What can I use the funding for?

Repairs: Landlords with verifiable repairs on legally zoned rental units can utilize funds to address such areas as, but not limited to, code violations, items that can lead to code violations, health and safety issues, heating, electrical, plumbing, structural issues, roofing, windows, siding, carpentry, accessibility, and energy efficiency concerns. Beautification and cosmetic repairs are not eligible expenses. RUPCO will pay contractors directly on behalf of a landlord as per an executed construction contract between the Landlord and the Contractor.

What is required of the Landlord? The Landlord must agree to rent the units to households at or below certain income levels and keep the monthly rental amounts stabilized at an affordable rate for a certain period.



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• **FUNDING TERMS**

In return for assistance, **we require** the Landlord sign a Note and Mortgage and/or restricted covenant filed with the county against the property. The regulatory terms are below: The funding will have a declining balance after year 3. For 5-year terms the amount will reduce for by 50% each year after year 4 and 5. For 7-year terms the amount will reduce by 25% each year from year 4-7.

Amount of funding per unit	Regulatory Term per unit
Less than \$10,000	5-year term
\$10,000-\$25,000	7-year term

• **RENT CAP**

Landlord will be required to keep monthly rental amounts affordable. The landlord will agree to limit the monthly rental amount to the amounts to the Maximum affordable Rental amounts or Fair Market Rent amounts, whichever is less. If the current rent is already below the amounts listed, the rental amounts cannot be adjusted up based on this program participation. Current rental agreements must be honored until the unit is vacated or where lawful increases are allowed below these limits. If the current monthly rental amounts are above these limits, the Landlord will be required to reduce the monthly rental amounts in accordance with the program limits to receive funding. New leases or rental agreements may need to be executed.

The landlord may agree to rent to households at or below 60% of the area median income and receive more funds per unit or agree to rent to households at the higher income limit, 80% of the area median income or below and receive less funding per unit.

The rent cap is based on the Maximum Affordable Rent or the Fair Market Rent, WHICHEVER IS LOWER.

Unit Size	Persons	2023 HUD Income Limits		Maximum Affordable Rent		2023 HUD Fair Market
		60% AMI	80% AMI	at 60% AMI	at 80% AMI	Fair Market
Studio	1	\$ 42,720	\$ 56,950	\$ 1,068	\$ 1,424	\$ 1,089
1 Bed	2	\$ 48,780	\$ 65,050	\$ 1,220	\$ 1,626	\$ 1,155
2 Bed	3	\$ 54,900	\$ 73,200	\$ 1,373	\$ 1,830	\$ 1,498
3 Bed	4	\$ 60,960	\$ 81,300	\$ 1,524	\$ 2,033	\$ 1,961
4 Bed	5	\$ 65,880	\$ 87,850	\$ 1,647	\$ 2,196	\$ 2,185



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What if I currently charge more rent now? If you currently charge a higher monthly rent and wish to receive funding, then you would be required to reduce the monthly rent according to the income chart and bedroom size above and sign a new rental agreement with the adjusted amount.

- **TENANT HOUSHOLD INCOME LIMIT**

The maximum tenant gross household income limit for that unit will be established based on the amount of funding provided for that unit. If the unit receives more than \$15,000 then the landlord must rent to households at or below the 60% Area Median Income limit. If the unit receives less than \$15,000, they may rent to persons at or below the 80% Area Median Income limit. If the unit is already occupied, then the grant will be capped based on the current tenant's household income.

Once established, the unit cannot be rented to a household that exceeds the 60% or 80% Area median income limit assigned to that unit for the term of the grant. HUD increases or decreases median income each year (usually increases). If the Landlord is currently renting to a household that is above the income limit now, that unit would not be eligible for assistance.

Tenant Gross Income Limits based on number of persons living in the unit over 18 years of age. This should include child support, alimony, social security, wage income and other income. (full time student income for dependents are not included).

HH size	1	2	3	4	5	6	7	8
Gross Household Income Limit at 60% of the Area Median, up to \$25,000 award/unit	\$42,720	\$48,780	\$54,900	\$64,950	\$70,150	\$75,350	\$80,550	\$85,750
Gross Household Income Limit at 80% of the Area Median, up to \$15,000 award/unit	\$56,950	\$65,050	\$73,200	\$81,300	\$87,850	\$94,350	\$100,850	\$107,350

The tenant will be asked to sign an Affirmation of Income with this application if your unit is occupied and with each new tenant you put in the unit. When you are ready to rent the unit, you will contact RUPCO Homeownership Department and ask them to supply you with the new affordable monthly rent caps established for your unit and any new income caps as HUD usually adjusts these amounts annually. You will supply those Affirmations to RUPCO.



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TENANT DISCLOSURE

The Landlord must add an addendum to the lease or rental agreement outlining that this unit has been subsidized by funds from the Ulster County or City of Kingston ARUP program along with the requirements and restrictions attached to that unit each time they rent the unit out.

Do I have to repair all units in the building, or can I only apply for 1 unit? You are not required to have all units in your building participate in the program. If there are open permits, violations or other identified hazards in the other unserved units or common space areas of the building not being funded under this program, you will be required to fix those items at your own expense prior to funding commitment.

I only have outside work, not work inside a unit, how does this apply? You can apply for common space areas such as a roof, siding, heating etc. as long as you have at least 1 participating qualified unit in the building. The amount of funding for common space use is the same as the cap for each participating unit. Example: if you have 1 participating unit at the 60% Income level then you can receive a grant for up to \$25,000 toward the roof. If you have only 1 participating 80% income level unit then then you can receive a grant for up to \$15,000 toward the roof. If you have all of your units participating, then the amount of total funding will be based on the amount of maximum per unit or capped at \$50,000 per building if all units are at the 60% level or \$30,000 per building if all are at the 80% income level.

What if I owe more than what the grant will cover for the work?

The Landlord may contribute to the project with their own funds if the amount of grant funding is not enough.

What if I sell the house or my expenses on the property go up, can I increase the rents above the limits below?

No, the agreement is to keep the rents stabilized. HUD normally increases the median income and Fair Market rents annually which can allow you to up the rent slightly when preparing a new lease.

What if I want to pay the grant back so I can raise the rent or otherwise be removed from my obligation?

Although the mission of the program is to keep rents stabilized, we realize that sometimes an Owner may need to be released from the agreement. You will get credit for each year you are program compliant; verifying the rents are affordable and the tenant is income eligible each time you renew a lease (copy of new rental agreement/lease and new signed Affirmation of income by the tenant must be supplied to RUPCO). The payback will remain the full amount of the funding for the first 3 years and reduce by 50% each year after year 4 and 5 and for 7 year terms it will reduce by 25% a each year after year 4-7 Payoff requests can be directed to RUPCO Homeownership center.

Can I do my own work on my unit and have the program pay my labor or materials?

No, all work must be conducted by a fully insured third party contractor that is qualified and/or certified to perform the work where required. A minimum of 2 estimates will be needed.

NeighborWorks® Home Ownership Center: 301 Fair Street • Kingston, NY 12401 • 845-331-9860 • Fax: 845-331-9864

RUPCO Main Office: 289 Fair Street • Kingston, NY 12401 • 845-331-2140 • Fax 845-331-6217





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I am not a builder or contractor; how will I know what is really needed in the apartment?

You must have some type of project that you are initially applying for, later if you appear eligible, RUPCO will send a rehab specialist to review your unit and create a scope of work based on your requests and any other items that we may identify as a health and safety issue. This scope may not detect all failures in the home and is not a NYS certified home inspection. We encourage the Landlords to have a comprehensive list of work before applying, if possible, based on previous contractor estimates, home inspections, building department reviews and other qualified persons.

Lead and Hazardous Materials projects, are they included?

Yes, we can consider adding environmental work into the project if it is detected by certified testing. All projects initially selected will have a Lead Risk Assessment performed on the unit and common property space to determine if lead mitigation is required. The Lead Risk Assessment fee is part of your grant award and is approximately \$500. The scope of work may change after testing and will likely increase the scope considerably if lead hazards are present.

Is there a 12-month lease requirement?

NO, although we encourage a 12-month lease or rental period to produce stability for you and the tenant, we do not require it to be a 12-month lease. You will be required to have your current tenant sign a new rental agreement or lease with the new stabilized rental amount if the rental amount goes down from what you are currently charging them. You will also be required to add an addendum disclosure provided by RUPCO to your current rental leases or agreements disclosing the unit was subsidized with these funds and the rental caps.

What happens if the tenant must move permanently or temporarily to conduct the renovations?

You must have a project that can feasibly and safely be performed while the tenant is living in the unit, if occupied. Funding may be approved (up to 15%) of the grant funding toward relocation. Approvals to use the funds for relocation will be done on a case-by-case basis with determination of amount and need by the County and/or City of Kingston including verification. Not all requests for relocation funding will be granted.

What if I have tenant that is not paying rent, uncooperative or in the middle of an eviction process?

Tenant participation is required to receive funding under this program. This program is not intended to provide legal or rental advice.

How can I apply?

Complete the application below and return with documentation to:

RUPCO 301 Fair St. Kingston N.Y. 12401

Attn: Aslin Rosario

Or scan and email to arosario@rupco.org

Questions? Contact Sandra Altomare Director of Homeownership, RUPCO 845-331-9860 ext. 303
saltomare@rupco.org

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Do you plan on relocating or having the tenants move for the work to be performed? Yes No

Is this building in a flood zone Yes No

If yes, do you have flood insurance on the property? Yes No

Are you up to date on all your property taxes, mortgages and have insurance in place on the property? Yes No

Do you agree to allow the home to be tested for Lead or other environmental testing if needed? Yes No

Do you have enough funding to cover the project costs if the project exceeds the grant amounts? Yes No

Have you read the attached Program Description and understand and agree to the terms and conditions?

Yes No

Your current tenant will have to sign an Attestation of Income statement, have you informed your current tenant that you are applying for these funds and are they willing to provide that statement? Yes No

Current tenant(s) or if vacant mark it vacant

Name	Unit #	Phone	Email	Monthly Rent

Are you a veteran? Yes No Do you need the program information or application to be provided to you in an alternate format? (Language translation, large print etc.) Yes No

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I hereby attest that the information is accurate and true to the best of my knowledge, and I understand that I may be asked to submit additional information if needed to complete my application.

Property Owner #1 (print name) _____ Date _____

Property Owner #1 Signature _____

Property Owner #2 (print name) _____ Date _____

Property Owner #2 Signature _____

LLC or Corporate Signature _____ Date _____

LLC or Corporate signer (print) _____

Please return your application with the following documentation to

RUPCO 301 Fair St. Kingston N.Y. 12401 Attn: Aslin Rosario Or scan and email to ARosario@rupco.org

- Authorization to Release Information form (attached)**
- Client Disclosures Form (attached)**
- Property Attestation form (attached), must notarize**
- Tenant Attestation form signed by each current tenant in the participating unit (attached)**
- Copy of Deed**
- Current Land/School/Village property tax bills where applicable showing PAID.**
- Building Insurance Coverage in place (declaration page)**
- Mortgage statement showing up to date (if a mortgage is on the property)**
- Photo ID of building owner(s)**
- Copy of leases or rental agreements for participating units (if occupied)**
- Any notices of violations or other inspections showing the work needed if applicable.**
- If you are signing for a corporation, we need proof showing you have that authority.**
- Repair estimates (if available)**

Additional documentation and/or disclosures may be required from you after application is processed based on request and applicability. Formal funding agreements, notes and mortgages with deed restrictions will be signed later if you are approved. You and your tenants will be required to sign the "Renovate Right booklet receipt later"

Questions? Contact Sandra Altomare Director of Homeownership, RUPCO 845-331-9860 ext. 303
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Authorization to Release Information

I hereby authorize **RUPCO, Inc.** to release/exchange information from my records to assist me in obtaining a grant.

This information will be released only to those companies and public agencies that our organization believes can provide the necessary information needed to obtain our grant. RUPCO, Inc. may need to contact the following entities: county clerk office, tax offices, and your contractor (if applicable). If necessary, information on file at another entity may also be released to us. This information release/exchange will be restricted to the specific information needed to further assess your situation.

I understand that the provision of services at this organization is not contingent upon my decision concerning the release/exchange of information.

I understand the contents to be released/exchanged, the need for the information, and that there are statutes and regulations protecting the confidentiality of authorized information.

I hereby acknowledge that this consent is voluntary and is valid until such request is fulfilled. I further acknowledge that I may revoke this consent at any time except to the extent that action based on this consent has been taken. I also acknowledge that a copy of this form is as valid as the original.

Property Owner #1 (print name) _____ Date _____

Property Owner #1 Signature _____

Property Owner #2 (print name) _____ Date _____

Property Owner #2 Signature _____

LLC or Corporate Signature _____ Date _____

LLC or Corporate signer (print) _____



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CLIENT DISCLOSURES

AGENCY DISCLOSURE STATEMENT

RUPCO provides a full continuum of housing services primarily for Ulster County residents. Housing Counseling Services - The Homeownership Center offers HUD certified Pre-Purchase Counseling. Counseling can be provided to anyone in any area and is offered in-person and remotely by phone. Pre-Purchase Homebuyer Education- The Homeownership Center offers pre-purchase in-person workshops when available. If not, available we refer our clients to a third-party vendor, ehome America. Both are HUD approved curriculums. Homebuyer and other Grants and Loans- The Homeownership Center administers grant funding for eligible first-time homebuyers for down payment and closing cost assistance and post-closing repairs when available. We also administer home repair grants to existing homeowners and landlords when available and package the USDA 502D loan for eligible first-time homebuyers purchasing in rural areas. Other Services and Departments- RUPCO is a developer of affordable rental and for sale properties through the Real Estate Development department. RUPCO owns and/or manages market and subsidized rental housing units through the Property Management Department. Technical assistance for municipalities and communities through the Community Development Department. The Housing Choice Voucher program, Self Sufficiency and emergency rental assistance program are serviced through the Rental Assistance and Program Services Departments. Clients are not obligated to receive, purchase, or utilize any other services offered by the organization, or its partners to receive housing counseling services.

PHOTOGRAPH RELEASE AND LICENSE AGREEMENT

1. GRANT OF LICENSE AND RIGHTS: The (Property Owner, Homeowner, Business Owner) hereby grants an exclusive license to and any and all rights and benefits, if any, to the photographs taken by RUPCO, or the County Ulster, NYS Affordable Housing Corp, NYS Housing Trust Fund Corp. HOME Program , CDBG Program, City of Kingston , its agents/assigned at the jobsite for use in any advertising, promotion and marketing campaign that may be conducted in the future. Moreover, it is understood and acknowledged that this license and rights shall apply to any third parties or agents that RUPCO in its sole discretion deems necessary to properly and adequately market or promote It's building materials and services. We do not photograph persons without approval before taken a photograph or include personally identifiable information in the photograph or description of photo unless the client allows PII to be used and can do so by refusing to be photographed. Photographs are generally used to show before and after photos of any work that is done to a property and for households that wish to share their story or photos taken by RUPCO or themselves.
2. CONSIDERATION: It is understood and agreed that other than the consideration previously received the (Property Owner, Homeowner, Business Owner) will not be entitled to receive any further consideration relative to the use of the photographs described herein, including monetary consideration.
3. RESTRICTIONS: It is understood and agreed that there will be no restrictions on the license and/or rights granted hereby.
4. PROMOTION /MARKETING: It is understood and agreed that the (Property Owner, Homeowner, Business Owner) shall have no control or input as to how the photographs are used or utilized in any marketing campaign or promotion and/or advertising unless RUPCO Inc. or its municipal funders, its agents/assigns in its sole discretion deems that such input would be appropriate and useful. It is understood and agreed that RUPCO Inc. or its municipal funders shall have sole authority to determine the mode and method of advertising, merchandising. Promoting, selling, and distributing, that involves the use or utilization of the subject photographs. Moreover, it is understood and agreed that RUPCO Inc. will not require to obtain any further approval or consent form the (Property Owner, Homeowner, Business Owner) prior to use or utilization of any photographs for any promotion or marketing campaign and/or advertising.

Signed _____ Date _____ Signed _____ Date _____
Property Owner Property Owner

Print _____ Print _____ rev.9.27.23



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Property Attestation Form

I (Name) _____ hereby certify that I own _____ number of properties in my name and/or where I have controlling interest.

I understand to be eligible for financial assistance I must own **8 or less residential rental properties.**

The following are the properties I own and/or controlling interest:

Ulster County Properties

(List addresses, # of units)

- Property 1: _____
- Property 2: _____
- Property 3: _____
- Property 4: _____
- Property 5: _____
- Property 6: _____
- Property 7: _____
- Property 8: _____

The Property Owner acknowledges that providing false or misleading information may result in a determination by *RUPCO, Inc.* that the Property Owner is not eligible to receive financial assistance or could result in default.

Signature (Property Owner)

State of New York

County of _____

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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