

**17-8.2: PBV RAD DEVELOPMENT: Martin Luther King Associates**

<b>Development:</b>	MARTIN LUTHER KING APARTMENTS PHASE 2
<b>Address:</b>	1 EDDY'S LANE TROY NY 12180
<b>Effective Date of Contract:</b>	December 1, 2019
<b>Expiration Date of Contract:</b>	November 30, 2039
<b>Term of Contract:</b>	20 YEARS
<b>PBV RAD Unit Description:</b>	10-2 bedroom, 22-3 bedroom, 5-4 bedroom
<b>Accessible Units and Features:</b>	Hearing/Visually impaired Units-1—4 bedroom, 1—2 bedroom <b>Handicap Units-1—2 bedroom, 1—4 bedroom</b>
<b>Target Population:</b>	Multifamily
<b>Supportive Services:</b>	6 units set aside for homeless or formerly homeless Handicap and Hearing/Visually impaired units
<b>Waiting List:</b>	Separate; Families will be placed on the waiting list according to date and time of application and bedroom size needed according to the Occupancy Standards listed below.
<b>Preferences:</b>	THA will consider the following preferences for the above name PBV RAD development: <ul style="list-style-type: none"><li>• Federally-Declared Disaster</li><li>• Troy Resident</li><li>• US Military Veteran</li><li>• Homeless</li><li>• Working / Disabled</li><li>• Current THA Resident</li></ul>
<b>Preference Verification:</b>	THA will verify preferences as described in chapter 7 of the Section 8 Admin Plan (this may not be the actual chapter). Applicants will have 14 days to dispute denials due to prior criminal convictions.
<b>Other Tenant Selection Criteria:</b>	The following criteria will be used in selecting families or persons for suitability of its units beyond the basic conditions governing eligibility as stated in the Section 8 Admin Plan.

- Applicant's past performance in meeting financial obligations, especially rental payments to present or former landlords.
- Applicant's record of disturbance of neighbors, destruction of property, living or housekeeping habits at current or prior residences.
- Tenants of MLK Apartments Phase 2 will not be required to pay an additional pet security deposit but will be responsible for damages caused by any pet(s) that are beyond normal wear and tear.
- Penalties for in unit smoking will be as follows:
  - 1<sup>st</sup> offense – written warning
  - 2<sup>nd</sup> offense - \$100 cleaning fee
  - 3<sup>rd</sup> offense \$250 cleaning fee
  - 4<sup>th</sup> offense – Termination of Lease

**Income Limit:** As described in Chapter 3 of the Administrative Plan along with Tax Credit Limits.

<b>Occupancy Standards:</b>	<u>Number of Bedrooms</u>	Number of Persons	
		Minimum	Maximum
	<b>2</b>	<b>2</b>	<b>4</b>
	<b>3</b>	<b>3</b>	<b>6</b>
	<b>4</b>	<b>4</b>	<b>8</b>

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

The THA shall allow the applicant to choose whether to opt for a larger or smaller unit at application time as long as the family size fits within the occupancy standards listed above.

The following are considered in the assignment of units:

- Children that have an age difference of seven (7) years or greater do not have to share a bedroom.
- Adults and children will not be required to share a bedroom.
- Live-in aides will get a separate bedroom.
- Married Couples will share a bedroom

THA will grant exceptions to normal occupancy standards for disabled families or Reasonable Accommodation.

**Utilities:** THA will provide water, sewer, and garbage services as are the unit stove and refrigerator and dishwasher. THA will also provide heating (hot water), and cooking (gas). THA will provide electricity and air conditioning

**Vacancy Payments:** THA will pay vacancy payments under this contract up to the full contract rent for up to two (2) months.