

## TAB: 9 Property Management Plan

### Staffing

SJNP II will function in conjunction with SJNP and will benefit from economies of scale. Presby's Inspired Life's Site Manager and Maintenance Person who currently work at SJNP will manage and maintain, respectively, both properties. Additionally, a part time Administrative Assistant and a full time Housekeeper will be hired to assist them. Catholic Health Care Services' Geriatric Care Manager currently at SJNP will serve all of the residents. That position will be supported by a part time Program Assistant at the Wellness Center who will assume responsibility for programing and event planning.

### Tenant Screening and Operation Methodologies

Presby's Inspired Life is highly effective and well regarded in all matters of property management. A list of currently managed properties is included. Additionally, their Tenant Selection Plan and Management Plan are attached and provide detail into their screening and operation methodologies.

Development Name	Location	Type of Development	No. of Units	Bldg. Occupancy Date	Mgmt Inception Date
Nativity BVM Place	3255 Belgrade Street Philadelphia, PA 19135	Senior 62+	63	To be completed 2014	Anticipated 2014
Ann Thomas Presbyterian Apts.	2000 S. 58 <sup>th</sup> Street Philadelphia, PA 19143	Section 202	74	1991	1991
Bensalem Presbyterian Apts.	1900 Byberry Road Bensalem, PA 19020	Tax Credit	55	2001	2001
Casa Carmen Aponte	2121-37 N. Howard Street Philadelphia, PA 19122	Section 202	35	2012	2012
Community House	5501 N. 11 <sup>th</sup> Street Philadelphia, PA 19141	Section 202	73	2013	2013
Grace Court	550 S. Lansdowne Ave. Yeadon, PA 19050	Section 202	100	1988	1988
Greenway Presbyterian Apts.	2001 S. 59 <sup>th</sup> Street Philadelphia, PA 19143	Section 202	67	2005	2005
Interfaith House in Germantown	18 West Cheltenham Ave. Philadelphia, PA 19144	Section 202	95	1989	1989
South Philadelphia Presbyterian Apts. (Jackson Place)	501 Jackson Street Philadelphia, PA 19148	Section 202	66	2004	2004
Mantua Presbyterian Apts.	600-618 N. 34 <sup>th</sup> Street Philadelphia, PA 19104	Section 202	65	2008	2008
Mary Field Presbyterian Apts.	2100 S. 58 <sup>th</sup> Street Philadelphia, PA 19143	Section 202	99	1994	1994
Morrisville Presbyterian Apts.	One Hillcrest Ave. Morrisville, PA 19067	Section 202	99	1986	1986
Mt. Tabor Sr. Cyber Village	973 N. 7 <sup>th</sup> Street Philadelphia, PA 19123	Tax Credit	56	2009	2009

Neumann Senior Housing	1601 Palmer Street Philadelphia, Pa 19125	Section 202	65	2006	2006
Old City Presbyterian Apts.	25 North 4 <sup>th</sup> Street Philadelphia, PA 19106	Section 202	59	1996	1996
On Lok House	219 North 10 <sup>th</sup> Street Philadelphia, PA 19107	Section 202	54	1984	1984
Paschall Senior Housing	2125 S. 70 <sup>th</sup> Street Philadelphia, PA 19142	Section 202	63	2009	2009
Pensdale Apartments	420 Pensdale Street Philadelphia, PA 19128	Section 202	65	2004	1983
Pensdale II Apartments	4200 Mitchell Street Philadelphia, PA 19128	Tax Credit	38	2008	2008
Reed Street Presbyterian Apts.	1401 South 16 <sup>th</sup> Street Philadelphia, PA 19146	Section 202	84	2001	2001
Riverside Senior Apts.	158 North 23 <sup>rd</sup> Street\ Philadelphia, PA 19103	Section 202 – Tax Credit	150	1981	1981
Salba Apartments	309 Walnut Street Jenkintown, PA 19046	Section 236	17	1972	1983
Scottish Rite House	1525 Fitzwater Street Philadelphia, PA 19146	Section 202	125	1983	1983
Scottish Rite Tower	1530 Fitzwater Street Philadelphia, PA 19146	Section 202	106	1996	1996
St. John Neumann Place	2600 Moore Street Philadelphia, PA 19145	Tax Credit	75	2012	2012
Tioga Presbyterian Apts.	1531 West Tioga Street Philadelphia, PA 19140	Section 202	113	1996	1996
Wynnefield Place	1717-25 N. 54 <sup>th</sup> Street	Section 202 – Tax Credit	48	2014	

# ST. JOHN NEUMANN PLACE II

## TENANT SELECTION PLAN

---

### TABLE OF CONTENTS

PREFACE .....	2
AN OVERVIEW OF THE APPLICATION AND ADMISSIONS PROCESS .....	3
PROJECT ELIGIBILITY .....	3
PROGRAM ELIGIBILITY: INCOME AND OTHER LIMITATIONS .....	4
VERIFICATION OF ELIGIBILITY: CERTAIN ISSUES.....	4
THE SCREENING PROCESS .....	6
THE WAITING LIST .....	10
GENERAL OCCUPANCY POLICY .....	10
OCCUPANCY POLICY – PERSONS WITH DISABILITIES .....	12
LEASING AND MOVE-IN .....	14
LEGAL UNDERPINNINGS .....	20
AMENDING THE TENANT SELECTION PLAN .....	21

#### THE APPENDICES:

- Appendix A - Lease Agreement
- Appendix B – Tenant Income Certification
- Appendix C - Unit Inspection Report – Move-in, Move-out
- Appendix D - Resident Handbook
- Appendix E - Privacy Act Notice
- Appendix F - [Reserved]
- Appendix G - The HUD Termination Regulation
- Appendix H - Pet Policy
- Appendix I - Live-in Aide Policy & License Agreement
- Appendix J – Violence Against Women Lease Addendum

St. John Neumann Place II is owned by Catholic Health Care Services, a Pennsylvania corporation organized and operated for a particular non-profit, charitable purpose: to provide housing. The apartment building is managed by PresbyHomes & Services (Philadelphia Presbytery Homes, Inc.) of Lafayette Hill, Pennsylvania.

The apartment building and its corporate owner and operator admit residents and employ staff without regard to race, color, creed, national origin, disability (except as a qualification for housing program eligibility), religion, familial status, sex or sexual preference or gender identity.

The apartment building was opened in 2015. There are 40 one bedroom apartments.

St. John Neumann Place II is an apartment building, not a licensed facility. The apartment building and its housing program are designed for eligible individuals and/or families who can meet the terms and conditions of the standardized form of lease.

St. John Neumann Place II does not provide, nor has it the authority to provide, any care or supervision services, nor has it the authority or resources to accept or retain residents who demonstrate an intent to rely on St. John Neumann Place II for any of these types of services, as opposed to relying on their own initiative and resources to satisfy these needs. Furthermore, St. John Neumann Place II does not make direct or indirect provision of services by medical professionals, non-professional health or personal care, or personal care aides, nor does it plan or promises to make available in the future any services to its tenants which it does not presently provide on a regular basis.

St. John Neumann Place II abides by a policy of drug- and criminal activity-free residency. To that end, every effort will be made to admit only those applicants who are free from drug use and criminal activity. Every effort will be made to cooperate with law enforcement officials to reach and maintain our goal of a drug- and criminal activity-free property.

Throughout this tenant selection plan there are references to a regulatory manual that, more than any other single authority, establishes specific, detailed directions for matters addressed in this document. That regulatory manual is entitled "Occupancy Requirements of Subsidized Multifamily Housing Programs." It is also known by its numerical name, HUD Handbook 4350.3 REV-1 (5/03). When referred-to in this document, expect to see its shortened name: the "Multifamily Handbook." For further information on this subject, see the part of this tenant selection plan entitled "Legal Underpinnings."

This tenant selection plan frequently refers to "management" or some variation of that word ("manager" or "management agent" or "managing agent") to mean the entity responsible for operating the facility. HUD/Tax Credit regulatory materials typically refer to this entity as the "owner," but even when projects are owner-operated, the owner is perceived as acting in a management capacity. Regardless of the particular word used, the terms "management" (and its variants) and "owner" should be treated as substantially equivalent and interchangeable, unless the context clearly requires otherwise. Also, for convenience, St. John Neumann Place II is frequently referred to as "the apartment building" or "the facility."

## AN OVERVIEW OF THE APPLICATION AND ADMISSIONS PROCESS

The process of being admitted to residency at St. John Neumann Place II has four separate components (actually five, considering that the eligibility component has two distinct parts):

- I. Meeting the **eligibility requirements**, of which there are two categories:
  - (a) **project eligibility**, which depends on whether applicant qualifies because the applicant is suitable for the population served by, the unit sizes and configurations of and occupancy standards of the apartment building, and
  - (b) **program eligibility**, which depends on an applicant's falling within certain income limitations.
- II. Satisfying tenant **screening** criteria to determine the likelihood that applicants will be able to fulfill their obligations under their leases and the facility's residential rules and regulations and other policies;
- III. Fitting within the facility's **occupancy** standards and guidelines designed to assure the eligible individuals and families are placed in apartment units which, as they become available, are of the appropriate size for the particular individual or family, taking into account that not less than 40% (2 out of 5) of the units that become newly available are reserved for those whose income does not exceed 30% of the area median income (as defined by HUD).
- IV. Executing a **lease** agreement and moving into an apartment unit.

### PROJECT ELIGIBILITY

The scope of persons eligible for application for residency at St. John Neumann Place II is fixed by federal laws and regulations, by a certain agreement between the nonprofit owner and HUD called a Regulatory Agreement and by building and programmatic design limitations. Provided that they also meet the applicable income (and asset) limitations, two types of individuals or families are deemed eligible to apply for residency:

- Those defined as an **elderly family**:

- a) Families of two or more persons 62 years of age or older;
- b) The surviving member(s) of a family described in (a), above, living in the unit at the time of death of such family head;
- c) A single person who is 62 or older, or

- d) Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD/PHFA, based upon a licensed physician's certificate provided by the family, to be essential to their care and well-being (i.e., a live-in aide).

### **PROGRAM ELIGIBILITY: INCOME AND OTHER LIMITATIONS**

An individual or tenant household (family) must have monthly income which does not exceed 60% of the area median income (as defined by HUD/PHFA) to be generally eligible. There are virtually no exceptions to the limitation.

Establishing basic project and program eligibility is only the first step. There are other criteria that must be met before acquiring a right to occupy an available apartment unit. Plus, eligibility must be maintained during tenancy. Tenants must demonstrate continuing eligibility for occupancy during the periods of their tenancies. Here is a selection of certain key initial and ongoing requirements upon which occupancy rights and/or assistance entitlements are or may be based:

- A. The family's annual income must not exceed program limits.
- B. Applicants must disclose social security numbers (see that heading, below).
- C. All adults in each family must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.
- D. The apartment unit for which the family is applying must be the family's only residence.
- E. Applicants must agree to pay the rent (portion) required of them.
- F. All information reported by the family is subject to verification, including third party verification.

#### **Determining Income and Tenant Rent**

The process of determining applicant's income is described in detail in Chapter 5 of the Multifamily Handbook. In essence, it boils down to three phases: (1) calculating income from income sources and assets, (2) subtracting deductions to arrive at adjusted income, and then (3) undertaking and documenting verification of the data. After adjusted income is determined, the amount that a tenant is to pay monthly for a suitable unit (called "tenant rent") is determined. This process is described in Section 4 of Chapter 5 of the Multifamily Handbook.

### **VERIFICATION OF ELIGIBILITY: CERTAIN ISSUES**

#### **Disclosure of Social Security Numbers**

##### **SSN Requirements**

Effective January 31, 2010, all household members must provide:

- The complete and accurate SSN assigned to each member of the applicant's household and
- Documentation necessary to prove that the Social Security Number is accurate (verification)

For eligibility purposes, the requirement to disclose a Social Security Number is waived if no Social Security Number has been assigned and:

- A household member is 62 or older as of January 31, 2010 and eligibility determination started before January 31, 2010
- A household member is an ineligible non-citizen. This household member does not qualify for assistance therefore household assistance will be prorated.

If a household member is under the age of six, **and does not have a Social Security Number**, the applicant household will have 90 days to provide the Social Security Number and adequate documentation that the Social Security Number is accurate. Under certain circumstances, the owner/agent may provide an additional 90 days to allow the resident to obtain Social Security Number information in accordance with HUD requirements.

The owner/agent must deny and/or terminate HUD assistance, in accordance with the provisions governing the program, if the assistance applicant does not meet the applicable SSN disclosure, documentation, and verification requirements.

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database (through HUD's Enterprise Income Verification System) to ensure that the Social Security Number, birth date and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

### **Tenant's Obligation to Repay; Fraud.**

#### Errors and Omissions

If, through no fault of the owner or management, an applicant for tenancy or a tenant submits false or incomplete information on any application, certification or request for certification or recertification or interim adjustment, or does not report interim changes in family income or other factors bearing upon an applicant's eligibility or a tenant's continuing eligibility or tenant rental payment amount, the applicant or tenant, once aware of the error or omission, is obligated to bring the error or omission to the attention of management.

If, as a result of an error or omission of the kind described above, an applicant is granted a right which the applicant would not have been granted but for the error or admission, or a tenant is charged a tenant rent amount less than the amount required by HUD's rent formulas, the applicant or the tenant (as the case may be) is obligated to relinquish or restore or repay any such benefit. The owner and the management agent, acting in an even-handed, nondiscriminatory manner, have discretion to determine the process by which benefits are to be relinquished or restored, or benefits repaid.

## Fraud

HUD defines fraud as *knowingly* giving the owner or management agent false, incomplete or inaccurate information regarding income or other factors considered in determining a person's eligibility for occupancy and rental assistance and the amount of tenant rent a new or existing tenant is to pay. Fraud of this type is deliberate and intentional conduct of a criminal nature which is punishable by fines up to \$10,000 and imprisonment for up to five years.

If the owner or the management agent believes that an applicant or a tenant has committed fraud, landlord shall give such individual(s) written notice stating why the owner (or managing agent) believes that the applicant or the tenant has intentionally submitted false, incomplete or inaccurate information, and shall accord an applicant or a tenant a reasonable opportunity to respond to the notice within 10 days of service of the notice.

The fraud notice shall recite these fraud provisions or enclose a copy of this section of the Tenant Selection Plan, and shall advise the person to whom it is directed that he or she may respond (a) in writing, (b) by making an appointment to meet with management or (c) doing both, within 10 days of service of the notice.

The owner and its management agent have broad discretion to deal with matters involving intentional misrepresentations in a variety of ways, but that discretion is not unlimited. Owners and their management agents must act in a way that is objective, reasonable and even-handed, as well as nondiscriminatory. Furthermore, nothing in this Tenant Selection Plan should be deemed as diminishing any persons due process rights (including those contained in a tenant's lease).

HUD requires that owner and owner's management agent consider, in appropriate cases, referring the matter to the U.S. Attorney or local prosecuting attorney for prosecution.

## THE SCREENING PROCESS

Applicants must fully and truthfully complete application forms and must also sign various consent forms that will allow staff to verify from third *parties* all factors which affect: (a) the applicant's eligibility, (b) the amount of rent to be paid and (c) the subsidy to be received. The information sought and the forms used to acquire the information are all specified by applicable HUD regulations and directives. All individuals who are to reside in the apartment unit (regardless of age) must be listed in the application, and all adult members of the family must:

- Have an acceptable credit history, as reported by a credit bureau and/or by any credit references listed on the application.
- Show ability to meet financial obligations in a satisfactory manner, and on time.
- Have good/acceptable references from current and last previous landlord (if current situation has lasted less than five years), and be free of a history of adverse action by landlords.
- Be free of a history of criminal activity as reported by a criminal history check where criminal activity reported is of a kind which would tend to threaten the health or safety of the other tenants or of the owner's or management agent's officers, staff

- members, agents, contractors or invitees (guests), or which would threaten the peaceful enjoyment of their apartment units by other tenants.
- Demonstrate a history of satisfactory housekeeping habits. Poor housekeeping habits would be described as those that create an unsafe or unhealthy environment. If an applicant is living with someone else, and the housekeeping is out of the applicant's control, the applicant will not be denied admission. Only the living quarters over which the applicant has control will be evaluated. Home visits will be limited to a 25 mile radius of the facility. Home visits over 25 miles will be waived.
- Not be an illegal user of a drug/controlled substance.
- Be free of a history of having guests who are users or traffickers of illegal drugs or controlled substances.

#### Screening Process Rejection Criteria

An applicant may be rejected for any one of the following reasons:

- Not eligible for matters related to disability (including lack or insufficiency thereof).
- Not eligible because applicant exceeds income limits.
- Unsatisfactory credit history.
- Submission of false or untrue information on the application, or failure to cooperate in the verification process.
- Negative references from current or previous landlords listed on the application.
- Failure to sign designated or required consent to verification or other essential forms and/or documents upon request.
- Inability to pay the security deposit at move-in.
- The applicant has been evicted from other subsidized housing, or has a history of being subject to adverse action in landlord/tenant proceedings.
- The applicant has been offered a housing unit, and for other than a verified medical reason, has refused to take the unit offered.
- This will not be the applicant's only residence.
- The applicant is unable to demonstrate that he or she is capable of fulfilling the lease agreement, with or without assistance.
- The applicant has an unacceptable history of criminal activity of a type that would threaten the health, safety or right to peaceful enjoyment of their apartment units of other occupants of the building.

- The applicant has an unacceptable history of criminal activity of a type that would threaten the health or safety the owner or management agent or their staff members, agents, contractors or invitees.
- The applicant, within the past 36 months, has been evicted from federally-assisted housing for drug-related criminal activity; provided, however, that owner or management agent has the discretion to relax this requirement to the extent that applicant has since successfully completed a drug rehabilitation program.
- The owner or management agent has determined that the applicant is prohibited from admission to federally-assisted property generally as subject to a lifetime registration requirement as a sex offender under state law.
- The owner or management agent has determined that there is reasonable cause to believe that the behavior of applicant or a member of the applicant's household, stemming from abuse or a pattern of abuse of alcohol, may interfere with the health, safety and right to the peaceful enjoyment of their apartment units and the apartment building by other residents.
- Other screening process rejection criteria listed or described in Subpart I of Part 5 of 24 CFR.
- The applicant currently uses an illegal drug/controlled substance, or the applicant's household has a member(s) (who could be applicant) who is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety and right to peaceful enjoyment of the property by other residents.
- The applicant has a history of unsatisfactory housekeeping habits.
- The applicant has a history of entitlement fraud.

#### Guidelines for Exercising Discretion in Screening

Suggested guidelines and standards for use by owners and management agents in making screening determinations involving applicants raising issues of drug abuse, other criminal activity or, in certain cases, alcohol abuse, are contained in 24 CFR 5.851 ("*What authority do I have to screen applicants and evict tenants?*") and 24 CFR 5.852 ("*What discretion do I have in screening and eviction actions?*").

#### Rejection Procedures

When an applicant is rejected, the applicant will be notified of this decision in writing. This written statement, which will be sent in timely fashion, will include the reason(s) for the rejection, and state that the applicant has the opportunity to request a meeting with management to discuss the rejection. The applicant will be further instructed to request the meeting within 14 days of their receipt of the rejection letter.

If the applicant wants to request a meeting, the applicant must do so within fourteen (14) days of the applicant's receipt of the rejection notice. The requested meeting will be held by management within a reasonable period of time, and is to be held by a disinterested third party, defined as someone who was not a party to the decision to reject.

After the meeting, the applicant must be notified, in writing, within five (5) business days, whether or not the original decision has been changed. All of this material (original application, rejection letter, memo of applicant's request for a meeting, summary of the meeting and final determination) must be kept for three (3) years, confidentially, in the facility's files.

### **The Suitability Standard**

As part of the screening process, an applicant must demonstrate that he or she will be able to fulfill, on a day-to-day basis, the terms and conditions of the lease. Tenants must be able to carry on their daily lives without depending upon management for things other than their housing needs.

As stated in the Preface, St. John Neumann Place II does not provide any type of care requiring licensure under any health care or public welfare law or regulation, does not make any direct or indirect provision of health-related services by medical or healing arts professionals, or by nursing or personal care or service staff or aides.

St. John Neumann Place II does not promise to assist any tenant with any of the following personal activities of daily living: housework, shopping, meal preparation and clean-up, laundry, taking medications, money management, transportation, correspondence, telephoning, dressing, feeding, toileting, bathing, transferring, mobility and associated tasks, taking safety precautions, communications and planning and decision-making.

### **THE WAITING LIST**

An applicant who appears to qualify after preliminary review of the applications, but before any information is formally verified, and for whom a unit is not currently available, will be placed on the waiting list. Placement on the waiting list is done on a first-received, first reviewed basis. An applicant on the waiting list is required to contact the management office every six (6) months to update the application information and, when necessary, to complete a revised application form. This contact may be initiated by management in the form of a routine letter/postcard, sent to all applicants on the waiting list, requesting updated information, asking if they wish to remain on the waiting list and stating that if the letter is not responded to within 30 days, his, her or their name will be dropped from the general waiting list without further notice.

### **Closing the List**

A waiting list may be closed to any further applicants when the average wait for a unit or units (for that waiting list) is expected to exceed at least one (1) year.

In specific instances, when the number of names/families on the waiting list for any particular size/type of unit exceeds the annual apartment turnover for that size or type of unit, the waiting list for that size/type may be closed.

When waiting lists are closed, a notice is posted in the management/rental office or reception area, stating that the waiting list (for that size/type of unit) is closed and no applications will be accepted. Also, notice of the closing of the list for type of unit in question (if the facility has more than one type of unit) is advertised in the same manner as notices for re-opening a list as described in the section immediately below called "Re-opening the List." The list-closing notice must state the reasons for management's refusal to accept additional applications.

### **Re-opening the List**

At the point that the waiting list is to be reopened, notice of this fact will be sent in accordance with the facility's Affirmative Fair Housing Marketing Plan placed in one or more newspaper of general circulation, and also sent to certain social service agencies (including agencies for elderly and disabled as well as community agencies) stating when the waiting list will be reopened, coupled with times during which applications will be taken.

### **When an Applicant Refuses a Unit**

An applicant will be offered a unit for which the family is the appropriate size. If they decline they will retain their position on the waiting list and will be offered the next appropriately sized unit. If the applicant refuses the second offered apartment, he/she/they will be moved to the bottom of the waiting list.

## **GENERAL OCCUPANCY POLICY**

### **Introduction**

This occupancy policy is intended to enable site managers to determine, on a fair and nondiscriminatory basis, whether a family/household is or is not an appropriate or legal size either for the unit to which the family/household is applying or which it is already in, and to take appropriate action relative to such situations of miss-match between family/household and the unit in question. This Policy also addresses situations where unit layout may be inappropriate even though the size of the unit appears compatible.

### **Unit Assignment**

As a general proposition, the management agent makes the unit assignment based upon occupancy standards and resident preference.

However, there may be instances when an applicant, by virtue of particular circumstances at the facility, is accorded a choice among units of different sizes or configurations. One example is a situation where all units of the appropriate size are filled, and management determines, based upon historical turnover rates, that more than 60 days is likely to elapse before the remaining units of the group of larger available units are occupied by tenants/families of the appropriate, larger size.

### **The Basic Standard**

HUD leaves it to owners and managers of Section 202 apartment buildings to establish occupancy standards. The general rule is that there not be more than two persons per designated bedroom, and one person per efficiency:

<u>Type</u>	<u>Baseline Maximum</u>
One-bedroom	2
Studio	1

When assigning units, every individual listed on the 50059, the application form or in the lease is counted as part of the tenant family. Live-in aides are also counted as part of the tenant household.

### **Exceptions to the Basic Standard**

Here are two examples of exceptions to the basic standard:

1. Space-taking Disability. Disabilities may give rise to special needs that require additional space to be accommodated.
2. Inappropriate Bedroom Mix. An occupancy will tend to be inappropriate, irrespective of the number in the family/household, if such involves an inappropriate bedroom mix. An inappropriate bedroom mix may consist, for example, of unrelated adults. Also, children should not share a bedroom with their parents, but children of the same sex should share a bedroom.

### **Transferring to a Different Unit**

Transfer will occur for the following reasons:

1. If a tenant or a member of tenant's household becomes disabled requiring the accessibility features of a different unit, he or she (or they) will be entitled to transfer to such a unit as set forth under "Units With Accessible Features," below.
2. If a tenant or a member of tenant's household has a disabling medical condition and seeks a transfer to a different unit, such tenant (or household) shall be assigned to the next available unit satisfying the tenant's needs. To document the need, the owner or its management agent will require verification in the form of a letter from tenant's (or household member's) physician stating to the effect that the individual has a disabling medical condition (not to be specified), and that by virtue of such (unspecified) condition, the individual needs a unit having the identified design feature(s), location or other characteristics (for example, being on a certain floor, being on the north side of the building and out of direct sunlight, being distant from certain units with pets, etc).
3. If, by virtue of a change in a tenant's family/household size or composition, the unit in which the tenant resides is not an appropriate size, that tenant/tenant family will be given the choice of moving to a unit of a more appropriate size as specified in owner's notice.
4. Resident elects to move to a smaller unit.

## **OCCUPANCY POLICY – PERSONS WITH DISABILITIES**

The facility's occupancy policy entails five basic facets (in effect, program components) pertaining to applicants and tenants with disabilities. Of these five facets, four (Nos. 2 – 5, below) involve affirmative rights, entitlements or opportunities available to applicants and tenants:

1. Freedom (protection) from Discriminatory Treatment (apart from that which qualifies an applicant for project and program eligibility)
2. Basic Facility Accessibility
3. Unit Accessibility
4. Reasonable Accommodations
5. Reasonable Modifications (as distinguished from Reasonable Accommodations)

### **Basic Facility Accessibility**

As for physical features, the building's common use facilities and public spaces are accessible to those with mobility impairments, although there may be certain areas or access routes that are not accessible to those with mobility impairments either because they are not genuinely available to residents as a whole or because alternate, legally-conforming facilities or services have been made available instead. The owner and its management agent to assure compliance at all times with Section 504 of the Rehabilitation Act of 1973 (as amended), pertinent HUD regulations.

### **Units with Accessible Features**

Respecting units designed for persons or families with mobility impairments, such accessible units shall be offered on the basis of the following priorities:

First Priority: To a current occupant of the apartment building who needs the unit's accessibility features and whose current unit lacks one or more of those features.

Second Priority: To an eligible qualified applicant on the waiting list requiring the accessibility features of the unit.

Third Priority: To a qualified applicant on the waiting list not needing the accessibility features of the unit, but who is willing to sign (and who does sign) an agreement (which could be a clause in the lease) to move to a more suitable unit when such unit becomes available.

### **Reasonable Accommodations for Disabilities**

A reasonable accommodation includes a change, exception or adjustment to a program, service, building, dwelling unit or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service or live in a dwelling. Management, at owner's expense, is obligated to provide the accommodation unless doing so would result in a fundamental alteration of the nature of the program or an undue financial and administrative burden.

This subject is addressed at Subsection 4 of Section 3 of Chapter 2 ("Civil Rights and Nondiscrimination Requirements") of the HUD Multifamily Handbook. Matters involving reasonable accommodations for disabilities can sometimes turn on relatively subtle variations in circumstances, and outcomes can change over time as technology advances and judicial or administrative law opinions and directives are published. Where there is doubt, consultation with an attorney qualified in matters of this kind is advised.

### **Reasonable Modifications by a Tenant**

Entirely apart from an individual's right to reasonable accommodations, a qualified tenant with a disability has a right to make reasonable *modifications* to his or her apartment unit upon written request by the tenant. Such modifications are those that the tenant reasonably perceives as necessary to enable the tenant's *full enjoyment* of the unit but which, for one reason or another, do not qualify for reasonable accommodations treatment. The right of a tenant to make reasonable modifications may be conditioned upon any or all of the following:

1. The modifications are reasonable, and tenant demonstrates to management's reasonable satisfaction that tenant will be able to pay for, and will pay for, the modifications.
2. The tenant is not entitled to the modifications to be made and paid for by the owner as reasonable accommodations or otherwise as a matter of law.
3. The tenant commits to restore the unit, reasonable wear and tear excepted, to its condition prior to the modifications, and commits to funding (and does fund) the cost of such restoration in advance (exception: where preserving all or some of the modification(s) would have no adverse effect upon or would improve the housing program of the facility, in which case the tenant would be entitled to a waiver of some or all of the restoration requirement).
4. The tenant provides a description of the modifications sought as well as reasonable assurances that the work will be done in workmanlike manner and that all legal requirements (including the obtaining of a building permit, as the case may be) will be fully complied with.

Authority: 24 CFR § 100.203.

### **LEASING AND MOVE-IN**

After an applicant has been fully qualified and comes to the top of the waiting list and has been matched with a unit, and all other paperwork has been completed, it is time for the tenant and the owner to sign a lease.

The lease is the legal instrument that legally binds the tenant and the owner (as landlord) to the rights and obligations of the housing program and which imparts to the tenant what lawyers call a *leasehold estate* in the assigned apartment unit.

### **The Lease Form**

A specimen of the form of lease which new tenants are to sign is attached to this tenant selection plan as Appendix A. The specimen form conforms precisely to the language and format required by HUD for all projects of the type presented here, subject only to certain changes approved by HUD to allow for certain state or local law requirements.

### Lease Security Deposit.

A lease security deposit in an amount equal to one month's Tenant Rent (as defined in the lease) or \$50, whichever is greater, shall be required at the time of execution of the lease. Residents will have deposited the amount shown on the first page of the lease agreement with the owner (called the "landlord" in the lease). The landlord will hold the security deposit for the period that the tenant occupies the apartment unit. After the tenant has moved from the unit, the landlord is to determine whether the tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

(a) The tenant will be eligible for a refund of the security deposit if he or she has fulfilled the term of the lease and has provided the landlord with the 30-day written notice of intent to move required by the lease, unless the tenant is unable to give the notice for reasons beyond his or her control.

(b) After the tenant has moved from the unit, the landlord will inspect the unit and complete a move-out unit inspection report. The landlord must permit tenants to participate in the inspection, upon request. The landlord will refund to the tenant (or to his or her family or estate) the amount of the security deposit less an amount (if any) needed to pay the cost of:

- (1) unpaid rent;
- (2) damages that are not due to normal wear and tear and are not listed on the original (time-of-entry) unit inspection report;
- (3) charges for late payment of rent and returned checks; and
- (4) charges for unreturned keys;
- (5) reimbursement for costs incurred in the course of rendering services for tenants directly related to their units (example: at tenant's request, management calls in and pays for a locksmith).

(c) The landlord is obligated to refund the amount to which tenants are entitled within 30 days after all occupants of the unit have permanently moved out of the unit, returned possession of the unit to the landlord, and have given tenant's new address to the landlord. The landlord must also give the tenant a written list of charges that were subtracted from the deposit, if there are any. If the tenant disagrees with the landlord concerning the amounts deducted and asks to meet with the landlord, the landlord must meet with the tenant and discuss the disputed charges.

(d) If the unit is rented by more than one person, the landlord may issue the deposit or net deposit check to any person who is legally a tenant under the lease and it is up to the tenant household to work out the details of dividing any refund among themselves.

(e) The landlord will not count the security deposit towards the last month's rent.

(f) The landlord shall comply with all state and local laws regarding interest payments on security deposits. Under Pennsylvania law and regulations (68 P.S. § 250.511b and 49 Pa. Code § 35.325), the landlord may be required to pay interest to the tenant on refunded deposit monies only if all of the following factors are present: (i) the deposit is in

excess of \$100; (ii) the tenant has leased the unit for more than two years; (iii) the deposit has been placed in an interest-bearing account; (iv) the interest-bearing account has earned interest in excess one percent (1%) per year on a sum equal to the deposit minus \$100.

### **Paying Rent**

The rental portion that tenant pays from his or her own funds is due on or before the first day of each month at the office in the apartment building, unless management otherwise specifies.

**Residential Services.** The residential services that owner offers at the apartment building are limited to the services described in this tenant selection plan (including its appendices. On occasion, staff may volunteer to help a resident with some task. Management will not charge for volunteered services, and its (and the owner's) staff may not accept gratuities for services. However, if management or the owner incurs actual, out-of-pocket costs on account of such personal services, then it is expected that the tenant will promptly reimburse management (or the owner) for such costs.

### **In the Event of Death**

**Where Tenant Household is Two or More Persons.** Sometimes units are occupied by husband and wife, and one spouse dies. The surviving spouse may remain in the unit, even if that spouse would not otherwise be qualified to apply for the unit independently. Sometimes an adult individual who is not a spouse may become the sole surviving member of the tenant family who is eligible to remain in his or her unit.

**Tenancy Ends.** The entitlement to occupy the facility is a personal one. It cannot be passed on to another, whether by agreement or operation of law. A tenant's heirs, next-of-kin and successors inherit no benefits or interests in the tenant's lease agreement or the apartment unit.

**Automatic Termination.** In the event of a tenant's death, the tenant's lease shall be deemed automatically terminated 14 days after death. This is the period for which HUD will continue to pay tenant's assistance payment for the unit. However, there are exceptions to this rule. These exceptions are:

(1) where the unit is vacated before the 14-day period ends, the lease agreement ends automatically on the day after the unit is vacated;

(2) where the unit is leased to another tenant before the 14-day period ends, this lease agreement ends immediately before the unit is re-rented;

(3) where the unit continues to contain the tenant's personal property because the tenant's next-of-kin or personal representatives have not removed this property, or for any other reason not having to do with delays caused by the owner or the management agent, the tenant's estate will continue, beyond the 14-day period, to be responsible to pay the full contract rent (as that term is defined in the lease) until the tenant's personal property is removed from the unit.

**Responsibility of Tenant's Estate.** Tenant's estate is responsible for taking possession of tenant's personal property remaining in the unit or in the apartment building. Neither the owner nor the management agent has facilities in which to store or guard a tenant's personal furnishings and belongings, and neither is responsible for any damage to or theft of a deceased tenant's personal property. If the tenant's personal representatives or next-of-kin do not act

promptly to take possession of or otherwise deal with the tenant's belongings in a responsible manner, the owner and/or the management agent may dispose of tenant's personal property by any reasonable means. As used here, "promptly" means within the lease termination period defined above.

Proof of Authority; Protecting the Landlord from Claims. Management may require any individual asserting rights or responsibilities in the personal property belong to the estate of a deceased tenant to: (1) demonstrate proof of the right to administer Tenant's estate, and (2) sign a document that, among other things, acknowledges receipt of the items being removed, releases the owner and the management agent from responsibility for the property and indemnifies the owner and the management agent (in other words, pays for owner's or management agent's costs) against claims by others who assert interests in the property.

### **Motor Vehicles**

Separate Parking Agreement. A tenant having and using a motor vehicle and desiring to park the vehicle at the facility shall sign owner's HUD-approved monthly parking agreement prior to storing any motor vehicle on the facility premises. The parking agreement contains a requirement that the stored vehicle be (1) properly registered and bearing a Pennsylvania license plate (within the time allowed by law if Tenant comes from out-of-state), (2) fully insured and (3) having a current inspection sticker. There is also a requirement that the tenant observe simple, theft-avoidance measures, such as closing windows and locking car doors. To the extent allowed under applicable HUD regulations, the owner reserves the right to charge for the parking space occupied by a tenant, which charge the occupying tenant agrees to pay in addition to the tenant's tenant rent. The monthly charge for parking, as set by the owner, appears in the monthly parking agreement. A specimen of the form of that agreement is available upon request.

Tenant Bears Risk of Damage or Loss. Any vehicle stored or placed by a tenant on the property, together with the contents of such automobile, shall be at the sole risk of the tenant. Neither the owner nor the management agent shall be held in any way responsible to a tenant for loss or damage to the tenant's vehicle arising as a result of fire, collision, theft or otherwise. Neither the owner nor the management agent furnishes attendants for the purpose of parking tenants' vehicles, and if any employee of owner or the management agent should at the request of a tenant (or members of his or her household) handle, move, park or drive any vehicle placed in or about apartment building, such person shall be deemed the agent of the tenant, and the owner (including the management agent) shall not be liable for any loss, damage or expense that may be sustained to the vehicle on account of such action by such employee.

Necessity for Insurance and Registration. Tenants may not bring any motor vehicle that is not registered and fully insured onto the property. As used in this context, "fully insured means a lawful, current insurance policy which names the tenant as an insured owner or driver of the vehicle, and the tenant is duly and properly licensed as a driver of the vehicle. These requirements exists whether or not the tenant is subject to the terms and conditions of a parking agreement.

### **The HUD Termination Regulation**

Eviction carries very serious consequences for tenants of subsidized projects. Tenants not only lose their homes, but also their project-based subsidies. Besides, evicted tenants will find it very hard to pass a screening test to live in another subsidized project.

HUD recognized this seriousness and addressed it with special regulatory vehicle: the "Termination Regulation," which is currently a series of ten sections making up Part 247 of Title 24 of CFR (attached at Appendix G). Part 247 presents a self-contained, stand-alone system articulating all cognizable grounds for termination coupled with notice and other due process protections for tenants, some as related to the particular grounds for termination and others to terminations generally.

The operative provisions of the Termination Regulation are set out in paragraph 9 of the lease form (see Appendix G). Depending upon the particular circumstances, it may be appropriate to refer to the Termination Regulation, which may be clearer and less ambiguous than the text of the lease.

### **VIOLENCE AGAINST WOMEN ACT**

On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271).

The VAWA protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. Owners/Agents may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

### **DEFINITIONS**

The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

**Domestic Violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating Violence** means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Stalking** means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit,

surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**Immediate Family Member** means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.

**Bifurcate** means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

## **PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- A. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- C. Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- E. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.

- G. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

### **Lease Attachments: The Array**

Each lease will come with certain attachments, depending upon the circumstances. At a minimum, those attachments will include:

- Appendix B - 50059 Facsimile
- Appendix C - Unit Inspection Report – Move-in, Move-out
- Appendix D - Resident Handbook
- Appendix E - Privacy Act Notice

Lease attachments may also include, as appropriate:

- Appendix H - Pet Policy
- Appendix I - Live-in Aide Policy & License Agreement
- Appendix J – Violence Against Women Lease Addendum

### **LEGAL UNDERPINNINGS**

This Tenant Selection Plan and the policies that it contains is largely a product of federal law, HUD regulations and HUD directives. This large, intricately detailed body of authority makes up the legal underpinning of not only the housing program but owner's very existence and mission. On account of this fact, there may be occasions where it is appropriate for management to refer to the legal sources for clarification or further detail, rather than simply rely on the contents of this document or its appendices.

The Multifamily Handbook. This tenant selection plan is a product of a particular HUD manual called "Occupancy Requirements of Subsidized Multifamily Housing Programs," which is also known by its numerical name, HUD Handbook 4350.3 REV-1 (5/03). (This is the authority – called the HUD Multifamily Handbook – which is cited in the Preface.) The handbook is a HUD directive. HUD directives are not law in the strict sense, but may have the force of law, and should be presumed to have the same effect as if they were law. Use of the handbook does not require legal training or experience, but may require general familiarity with HUD multifamily programs, coupled with an appreciation of the linguistic nuances critical to understanding HUD directives (example: knowing what HUD means when it uses terms such as "tenant rent" and "total tenant payment").

The HUD Regulations. These occupy a superior position on the legal hierarchy. They are intended to be read by specialists (whether or not lawyers) and non-specialists alike, and, for the most part, are written to be more accessible to the lay public than directives. HUD regulations are part of a broader body of regulations issued ("promulgated") by federal executive

agencies) called the Code of Federal Regulations, or "CFR" for short. HUD regulations are found at Title 24 of CFR. Regulations are referred to by their section (§) numbers or, if they exist as part a set, by their Parts (e.g., 24 CFR Part 247, the HUD Termination Regulation).

Internet Access. The HUD Multifamily Occupancy Handbook (and other HUD directives) and HUD regulations are available on the Internet: [www.hudclips.org](http://www.hudclips.org). At the home page, click on "library." For regulations, under Codes and Acts, click on the button opposite Title 24 - Code of Federal Regulations – (latest year available), then click on SEARCH (right-hand side). Then, in the Document number search box, type in the CFR section number. If it's a CFR part, type the Part in the word or phrase search box and then the number of the part (after a single space). Click on SUBMIT.

For the Multifamily Occupancy Handbook, go to "library," then, in the "Handbooks Notices Both" grid click on the button where "Handbooks" and "Housing" intersect. Then, in the Document number search box, type in 4350.3, and hit SUBMIT. The Handbook will be displayed by chapter and appendix. It's long.

State Law. Pennsylvania has its own landlord and tenant act, called the Landlord and Tenant Act of 1951, which is effectively consistent with HUD regulations and directives on the subject. There are certain areas where HUD regulations and directives expressly refer to or incorporate by reference state law. One of those areas is interest on tenant's security deposits. The part of the Pennsylvania Landlord and Tenant Act of 1951 that deals with this subject is codified at 68 Pa.C.S.A. § 250.511b.

Local law. As a Philadelphia-based project, the facility, as well as the owner and the management agent, are subject to § 9-1104(A) of the Philadelphia Code which prohibits discrimination on the basis of sexual preference or gender identity. Also, the city's Housing Code contains standards that factor into determining maximum occupancy per unit.

### **AMENDING THE TENANT SELECTION PLAN**

Even relatively minor changes in HUD/PHFA regulations or directives can result in the need to amend this tenant selection plan. For practical reasons, it is virtually impossible to amend or supplement this document every time a regulatory change occurs. However, the owner and the managing agent make a good faith effort to implement new or changed policies in a timely way, and to bring this tenant selection plan up to date biennially or, if appropriate, annually.

Concerning Notice of Changes. The owner and/or managing agent will make an effort to notify tenants and applicants for tenancy in the event there are changes to this tenant selection plan that the owner or manager believes may have a material effect on tenants or applicants' rights or opportunities. However, neither owner nor its managing agent guarantees that such notice will be given, and tenants and applicants for tenancy should assume that this tenant selection plan and the policies it contains could change at any time without notice.

Copies of this tenant selection plan are available to the public upon request.

### **THE APPENDICES**

- Appendix A - Lease Agreement
- Appendix B - 50059 Facsimile
- Appendix C - Unit Inspection Report – Move-in, Move-out
- Appendix D - Resident Handbook
- Appendix E - Privacy Act Notice
- Appendix F - [Reserved]
- Appendix G - The HUD Termination Regulation
- Appendix H - Pet Policy
- Appendix I - Live-in Aide & License Agreement
- Appendix J – Violence Against Women Lease Addendum

ST. JOHN NEUMANN PLACE II TSP REV 6/2010

## MANAGEMENT PLAN

**PROJECT: St. John Neumann Place II**  
**2601 Mifflin Street, Philadelphia PA**  
**Project No. TBD**

1. The Role and responsibility of the Sponsor, and its relationship with and delegation of authority to the Managing Agent. (“Agent”/ “Management Agent”) shall be governed by the final terms of the Management Plan
  - a. The Owner of the above project is Catholic Health Care Services which was formed for the purpose of providing residences for elderly, low income individuals in Philadelphia.

The Owner is not engaged in the management of housing for the elderly and non-elderly physically disabled persons, and wishes to secure competent and experienced assistance. The Owner wishes to delegate the day-to-day management of the project to a Managing Agent subject to the terms and conditions of the Management Plan, its attachments and exhibits and the regulations promulgated for Low Income Housing Tax Credit housing administered by the Pennsylvania Housing Finance Agency.

Presby’s Inspired Life has been engaged by the Catholic Health Care Services to assume authority for the operation, maintenance and administration of the project as Management Agent subject to the terms of this Management Plan. The Executive Vice President of Affordable Housing of Presby’s Inspired Life will direct the day-to-day operations of St. Francis Villa Senior Housing through the Executive Director of Affordable Housing and Assistant Director of Housing for the Elderly, a Presby’s Inspired Life Corporate Office staff person.

Philadelphia Presbytery Homes and Services for the Aging (PPHSA)d/b/a Presby’s Inspired Life is a not-for-profit corporation established by the Presbytery of Philadelphia, United Presbyterian Church USA in 1955. It is now self directed by a volunteer board of 15 directors. PPHSA is associated with the Presbyterian Church through a covenant relationship.

The Presby's Inspired Life Board of Directors has delegated the management of the corporation, and the administrative responsibility for the Homes and their programs, which it exercises through an executive officer, Judee Bavaria, President and CEO.

- b. The Board of Directors of Presby's Inspired Life, Managing Agent, meets at least five times per year and represents a variety of concerns in the community. Policies and operating budgets are formulated and approved by the Board of Directors. The Staff, headed by the President, is given great latitude in implementation and operation. Committees of the Board meet regularly for review and planning.
- c. All on-site staff at St. John Neumann Place II will be employees of the Agent. The Managing Agent may subcontract for certain positions subject to the Owners final consent and approval.

The on-site manager of the Project ("Site Manager") will be in routine contact with the Corporate Office of Presby's Inspired Life, 2000 Joshua Road, Lafayette Hill, PA 19444. The Site Manager will oversee routine administration, including collection of rentals, resident affairs, implementing programs within the project, the scheduling of staff, and the review of ordinary repair work and routine maintenance, processing of applications in accordance with the Tenant Selection Plan (hereinafter defined).

The Assistant Director of Housing for the Elderly or assigned staff member will visit the project regularly. In addition, the Director of Property Management of Presby's Inspired Life, who will primarily oversee larger maintenance and structural concerns, will make routine inspections of the building on a yearly or as need basis.

The Site Manager with oversight from the Assistant Director will approve disbursements which are standard or recurrent in nature but unusual disbursement of amounts over \$5,000 will require approval of the Executive Director of Affordable Housing or other assigned oversight staff and Owner before commitments are made or supplies ordered.

All disbursements, in fact, are made by the CFO of Presby's Inspired Life from the Project Operating Account. The Site Manager with oversight from the Assistant Director will process approved accounts payable vouchers

together with invoices and other supporting documentation all subject to Owner's final review and approval.

The Owner will be notified of any unusual expenditure which exceeds \$5,000, the set budgeted amount for such expenditure or any proposed major capitol improvements that would require approval from Pennsylvania Housing Finance Agency (PHFA) or other over-site authorities.

Disbursements will be coded according to a PHFA-approved Chart of Accounts.

Service Coordination. Contracted Employee. The Managing Agent and Owner recognize the special needs of the elderly residents of the Project whose finances have restricted their options in obtaining appropriate housing. As such, a Supportive Services Coordinator ("SC") shall be engaged for the Project. The SC's responsibility will include providing assistance to residents seeking services to enable a resident to remain living independently as long as possible as well as meeting the terms of such resident's lease regarding housekeeping, maintenance, and general upkeep of a rental unit. The SC The SC also assists residents who must move from the project into another facility or nursing facility when their condition requires a more intensive program of care. The Site Manager and Maintenance staff or corporate office staff assigned to such duty are on call after posted office hours.

The Service Coordinator ("SC") will also assist residents with finding supportive services as referenced in paragraph 9 below ("Supportive Services") and such appropriate housing. The SC's salary and compensation shall be considered part of the Project's Operating Budget and shall be paid directly from the Project Operating Account (as such term is defined in the Management Agreement) as a reimbursement to Managing Agent. The SC will link residents requiring any supportive services with service providers of the resident's choosing. The SC may be an employee of the Managing Agent or a subcontractor from a qualified provider, subject to Owner's consent and approval.

It is a basic tenet of the Management Agent and of the Owner, consistent with the policies of PHFA/HUD, to allow each resident to choose his/her own provider of Supportive Services. The SC will link residents that may

require or have requested Supportive Services with a provider of such services.

The Maintenance Staff of the Project are to be supervised by the Site Manager and at the direction of the Director of Property Management of Managing Agent, will implement of routine and preventive maintenance; for evaluating, scheduling and implementing requests for ordinary repair work in the apartments and common areas; and for the general appearance and maintenance of the building, parking area and grounds of the Project

Purchase of maintenance supplies will be approved by the Managing Agent within the approved project budget, which such budget shall be approved by Owner in its sole discretion.

- d. The key contact person for the Owner will be:

TBD  
Catholic Health Care Services  
222 North 17<sup>th</sup> Street  
Philadelphia, PA 19103

The key contact person for the Managing Agent is:

Bill Canteen, Executive Director of Affordable Housing  
Presby's Inspired Life  
2000 Joshua Road  
Lafayette Hill, PA 19444

610-260-1122  
bill.canteen@presbysinspiredlife.org

- e. The responsibilities of the Owner and Managing Agent are specifically defined in a Management Agreement attached as Exhibit A.

2. Personnel Policy and Staffing Arrangement –

- a. All hiring will be undertaken in conformity with Federal Equal Employment Opportunity requirements and the Employee Handbook of Presby's Inspired Life.

Presby's Inspired Life is committed to the principles of Equal Employment Opportunity and non-discrimination in all of its employment and employee relations activities and all other phases of its operation.

- b. The staffing of St. John Neumann Place II is as follows:

Title	Salary
Site Manager –	per approved budget
Administrative Assistant	per approved budget
Maintenance Staff person(s)	per approved budget
Service Coordinator	per approved budget

The Site Manager is a salaried employee with on-call responsibilities. All other staff will be hourly employees or subcontractors (subject to Owner's consent). The Maintenance employees are hourly but shall also be available on call.

- c. Staff may be hired to provide optional housekeeping service to those residents who wish to subscribe to such services
- d. All on-site employees will be those of the Agent whose personnel policies and benefits are set forth in the Employee Handbook. Salaries and wages will be reviewed annually prior to submission of the budget to HUD and subject to Owner's advanced approval.

3. Procedures for Occupancy

- a. Every attempt will be made to attract a varied economic and racial mix of residents in accordance with PHFA and HUD guidelines and the Affirmative Fair Housing Marketing Plan. All tenants of occupancy will be governed by the standard Lease.
- b. The tenant selection plan will outline the procedures for selection and processing of tenants in accordance with the Regulatory Agreement, Assistance Payment Contract and federal, state and local laws incorporating the mission of the owner corporation.

- c. Presby's Inspired Life shall work with Owner to implement a tenant selection plan for the Project ("Tenant Selection Plan"). The Tenant Selection Plan will outline all procedures for selection and processing of tenants and shall incorporate the mission of the Owner, comply with PHFA guidelines, Regulatory Agreement, and all applicable federal, state and local laws. The Tenant Selection Plan shall be finalized prior to completion of the Project and affixed to the final Management Plan as an exhibit.
- d. Presby's Inspired Life will publish a Resident Handbook for all residents of the Project. This handbook will contain a description of all services, regulations, rent collection and leasing policies, recertification requirements, emergency procedures, resident amenities, and instructions on the operation of appliances in each living unit.

Prior to each resident's occupancy of the Project, the Site Manager or such other designated staff will take the residents to his/her apartment and explain the operation and maintenance of all appliances, unit controls, and such other material components of the unit.

- e. Residents will be interviewed by the Site Manager or its designee.. Applicants will be selected for residency on a first come, first served basis once their eligibility has been established pursuant to the terms of the Tenant Selection Plan primarily adhering to the Regulatory Agreement, Low Income Housing Tax Credit criteria and on an applicants demonstrated capability to meet the minimum terms of the lease. Selection may be subject to review by the Assistant Director of Housing for the Elderly of Presby's Inspired Life and by an officer of the Owner.
4. Procedures for Determining Tenant Eligibility and for certifying and re-certifying Income
- a. Determination of resident's eligibility, as prescribed by the Regulatory Agreement and applicable PHFA regulations and more fully set forth in the Tenant Selection Plan, will be the primary responsibility of the Site Manager. The Site Manager is also charged with obtaining initial and each subsequent annual certification of a resident's income which may also be individually reviewed by the Assistant Director of Housing for the Elderly of Managing Agent or such other staff in the Affordable Housing department.

- b. The Site Manager and Affordable Housing Staff have been provided with training necessary to accurately apply certification and recertification criteria as required by HUD and or PHFA. Continuing professional education in this and other areas is afforded as part of the personnel policy of Presby's Inspired Life. These persons are aware of the requirements covering family size and composition as it relates to unit size.
5. Plans for Carrying out Effective Maintenance and Repair Program.
- a. It is the responsibility of the Maintenance staff in consultation with the Site Manager and Director of Property Management to be familiar with all mechanical equipment and appliances in the building, to make a permanent file of warranty and operating instructions for same, and to develop in consultation with the Director of Property Management of Managing Agent and with Owner, a plan for periodic inspection and preventive maintenance.
  - b. When a resident gives notice of intent to vacate an apartment, the Manager will arrange to inspect the unit in advance to ascertain if repairs are needed, and particularly whether or not the resident is liable for any charges to be subtracted from his/her security deposit. When a resident has moved out of his/her apartment, together with his/her furniture and belongings, the apartment will be inspected and any necessary repairs will be made, and the apartment will be thoroughly cleared and painted.
  - c. Exterior and interior painting/papering will be accomplished as needed by an outside contractor or staff. All apartments will be painted on a rotation of every three years or whenever a vacancy occurs, whichever is sooner.
  - d. Trash and garbage removal will be effected by the residents through a trash chute provided on each floor. Trash will be compacted. Trash and recyclable materials will be collected by a private contractor.
  - e. The Maintenance person will perform all minor and routine repairs and certain preventive maintenance. Major repairs, however, and certain specialized preventive maintenance will be accomplished by outside contractors selected on the basis of competence, reliability and competitive price.

- f. Grounds upkeep will be the responsibility of the Maintenance Person or other contractors. This will include litter control. Trimming of shrubs and grass, snow removal from walks may be performed by the contracted parties. Contract snow removal will be required for the parking areas.
- g. Entry ways, the lounge, the community room, public rest rooms, halls and laundry areas will be cleaned on a regular basis. Hallways will be thoroughly cleaned once a week and other common spaces will be cleaned as required by the amount of usage and the weather.

Care will be given to selection of materials when replacements are required to facilitate ease of maintenance and to assure pleasant appearance.

- h. Residents will be advised in their Resident Handbook to report all needed maintenance and repairs to the management staff via telephone calls or in writing. Staff will enter the request into the Maintenance Log book or other electronic maintenance program.
- i. Unusual requests will require the approval of the Site Manager and, in some cases, the Affordable Housing staff supervisor of the Managing Agent.

Emergencies will receive immediate attention; the Site Manager will assure that someone is on call 24 hours per day, seven days a week, to handle requests for emergency service.

## 6. Rental Collection Policies and Procedures

- a. Rents will be collected during normal office hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Rent payments will also be accepted by mail. Payment by check or money order will be required.
- b. Partial payments of rent will be discouraged except in unusual circumstances negotiated with the Site Manager. Prepayment of rent is always acceptable.
- c. If Applicable, Late fees will be charged on delinquent rent. Repeated late payment may be considered a violation of the terms of the Lease.

- d. It will be the responsibility of the Site Manager to contact a resident when rent is not received within the first five (5) days of the month. The Site Manager will attempt to define the problem and devise a solution acceptable to the resident and Management. If the amount due is not forthcoming or received by the 15<sup>th</sup> of the month, the Site Manager with the approval of the Affordable Housing Staff supervisor, will initiate appropriate measures up to and including eviction and retaining the services of Counsel as necessary.
- e. The Service Coordinator will provide counseling for residents in financial distress or who may require other kinds of assistance. He/she will be familiar with the programs of other social service agencies for referral purposes.
- f. Eviction policies and procedures begin with the attempt on the part of the Site Manager or Assistant Director of Housing for the Elderly to negotiate payment of a late or missed payment (as described in paragraph 6d, above) or to resolve other issues which, in the opinion of the Managing Agent and in accord with HUD / PHFA regulations and state and local law, constitute a violation of the Lease. The Site Manager will provide written notice to a resident whose rent is delinquent, or whose actions are otherwise considered in violation of the terms of the Lease. If the situation is not resolved satisfactorily, and the Site Manager has determined that dispossession proceedings may be in order, an attempt will be made to contact relatives or associates of the resident who may be helpful. Eviction policies will be clearly set forth in the Resident's Handbook and Lease. Approval for termination of Lease must be approved by the Managing Agent's supervisory staff.

Payment will be considered "missed" or rent delinquent any time a check is returned unpaid.

- g. Computer generated statements will be sent to residents listing the rent and other charges owed. When the payment is received, the statement will be marked paid with date and returned to the resident. A copy of the statement will be transmitted within the corporate office for posting. Rents and other revenues will be accounted for through the automatic data processing services of the Managing agent, Presby's Inspired Life.

7. Program for Maintaining Adequate Accounting Records and Handling Necessary Forms.

- a. It is the basic Tenant of the Management Agent and the Owner, consistent with the policies of PHFA / HUD, to allow each resident to choose their own provider of Supportive Services. The Service Coordinator will link residents needing and requesting service with the chosen provider of such respective Services.
- b. Accounting and purchasing procedures will be in accordance with generally accepted accounting procedures and consistent with HUD / PHFA requirements regarding accounting and financial reporting.
- c. Monthly financial reports shall be presented by the 20<sup>th</sup> of the month to the Owner showing all revenue and expenses. These reports will be prepared by the Managing Agent, Presby's Inspired Life, and will be disseminated to PHFA if required.
- d. Tenant certifications and recertifications will be maintained in a file in the Manager's office, together with rental application forms and other pertinent papers. These records will be kept on file at project site office.
- e. Through approved bidding procedures, the Agent will retain a certified public accountant acceptable to the Owner to prepare annual financial statements as required by PHFA / HUD and to audit the books for accounts and other relevant records of the Owner and Managing Agent. Expense of such reports shall be paid from project funds.
- f. The Managing Agent shall retain Legal Counsel on behalf of the project to represent the project in various legal proceedings pertinent to the operation of the project including, but not limited to, matters relating to leases, zoning, tax matters, etc. Costs for the services shall be paid from project funds.

8. Plans for Tenant-Management Relations

- a. Resident having grievances or special requests may submit them in writing to the Site Manager or the Managing Agent's supervisory staff at the Corporate Office. The Site Manager will arrange to confer with the resident or residents affected as soon as possible, and to institute appropriate remedial actions as and if required. If the complaint is unfounded, or no corrective action is appropriate, every effort will be made to explain this to the resident. Complaints and requests will be treated with seriousness, compassion and understanding. Residents will be told and it will be posted that they may appeal unresolved issues to the Executive Director of Affordable Housing when circumstances warrant.
- b. Policies and procedures covering the servicing of requests are explained in Items 5h, 5i and 8a, above.
- c. Residents will be oriented to the project through interviews at the time of the applications, through contact with the Site Manager, or Maintenance staffs at the time apartments are shown and their own apartment's equipment is explained to them and through periodic contact with the Site Manager and fellow residents. These contacts will be supplemented by the Resident's Handbook given to each person residing in the facility.
- d. A standard Lease will be signed initially for a one-year period, after which the lease will automatically renew itself on a month-to-month basis. Thirty days advance written notice of cancellation will be required by the resident, except in the event of serious illness requiring permanent relocation to a hospital or nursing home, or death.

All residents will be required to post an advance security deposit prior to occupancy, as set forth in the Agreement and the Lease and as required by PHFA.

- e. Leases will be made available in foreign languages upon request.
- f. The Lease used will be fair and non-punitive.
- g. Presby's Inspired Life, as managing agent of a number of facilities for elderly persons and persons with a variety of disabilities, regularly works with residents' associations at each of its currently-operated facilities.

The Site Manager will interface with the Resident's Association at "St. John Neumann Place II", if formed and any larger association at the facility if formed and any larger community group with which the organization might affiliate. The Owner and Managing Agent believe it will be jointly beneficial to have a forum in which to discuss opportunities, challenges, programs, suggestions, concerns and policies.

9. Supportive Service Programs

- a. It is a basic tenant of the Managing Agent and the Owner, to allow each resident to choose their own provider of support services. The Agent's Service Coordinator will link residents needing and requesting service with the chosen provider of such respective services.
- b. It is the intention of Presby's Inspired Life as Managing Agent that the social service needs of the elderly residents of St. John Neumann Place II be met as fully and completely as possible.
- c. The vicinity of "St. John Neumann Place II" has access to shopping, churches and transportation. The Service Coordinator will assist residents in obtaining transportation for the disabled population of the building who require assistance.
- d. It is hoped that the residents themselves will play a major role in shaping and overseeing additional social service programs at the Community.
- e. The Owner's constituent Board membership and the expertise of the managing agent staff combine to deliver required services for Project residents.

10. Management Agreement will be provided upon request

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2010

PRESBY'S INSPIRED LIFE

By: \_\_\_\_\_  
Judee Bavaria  
President & CEO

ST. JOHN NEUMANN PLACE II

Accepted by: \_\_\_\_\_  
St. John Neumann Place II    Date