



Request for Proposals

Development Partner

Montgomery County Housing Authority
104 West Main Street, Suite 1
Norristown, PA 19401

April 2, 2014

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Section I: Notice

Notice is hereby given that the Montgomery County Housing Authority (“MCHA”) is seeking Proposals from experienced, affordable housing developers interested in serving as a Development Partner in the MCHA’s effort to substantially revitalize its public housing communities of North Hills Manor in Upper Dublin Township and Crest Manor in Abington Township (**Appendix A**).

A. Request for Proposals

The Requests for Proposal (“RFP”) is available on or after **Wednesday, April 2, 2014**. The RFP will be posted on a website maintained by the MCHA. A copy may downloaded or obtained from the MCHA at no cost by contacting the MCHA Contact noted in Section I. B. below. Firms wishing to receive copies via overnight delivery are responsible for making all arrangements and paying related costs.

B. MCHA Contact

The MCHA’s sole contact for this RFP is the following. All inquiries, correspondence and submittals with respect to this RFP must be sent to the individual listed below:

Kyla Weisman Bayer
Director of Development
Montgomery County Housing Authority
104 West Main Street, Suite 1
Norristown, PA 19401
kyla.bayer@montcoha.org
610-275-5720 ext. 338 (phone)
610-275-0889 (fax)

C. Submission Deadline

All RFP responses (“Proposals”) are due on **Friday, May 9, 2014 by 2:00 PM, EST**. The MCHA reserves the right to reject responses received after this time. Respondents should submit ten (10) hard (paper copies) and one electronic copy (on disc or USB Flash Drive) in pdf format of the Proposal. Proposals will be received by the MCHA contact noted in Section I. B.

D. Pre-Proposal Meeting and Site Tours

The MCHA’s Executive Director and Director of Development are scheduled to host a non-mandatory, pre-proposal meeting on **Friday, April 11, 2014 at 10:00 AM, EST**. The pre-proposal meeting will be held at the following location:

North Hills Manor
Community Room
300 Linden Avenue
North Hills, PA 19038

Following this meeting, the MCHA will conduct a tour of the North Hills Manor site and available land for development and then will lead a tour of the Crest Manor site, 2231 Hamilton Avenue, Willow Grove,

PA 19090 immediately following the completion of the North Hills' tour. Parties interested in attending are requested to confirm attendance via email by Thursday, April 10, 2014 with MCHA's contact noted in Section I. B.

E. Questions and Inquiries

Any Respondent desiring an explanation or interpretation of this solicitation must request it in writing no later than **2:00 PM, EST on Wednesday, April 23, 2014.** Questions and inquiries will be received via email, fax or mail. Direct all inquiries to the MCHA Contact listed in Section I. B. Any questions or inquiries will be acknowledged by the MCHA upon receipt. If a firm does not receive an acknowledgement, then the firm must proceed as though the MCHA did not receive the question or inquiry and take the appropriate steps to resubmit the questions or inquiry prior to the deadline for such submission. The MCHA intends to issue all addenda via email by close of business on **Thursday, April 29, 2014.**

F. Proposed RFP Schedule

RFP Issue Date	Wednesday, April 2, 2014
Pre-Proposal Conference and Site Tours	Friday, April 11, 2014, 10:00 AM, EST
RFP Questions and Inquiries Deadline	Wednesday, April 23, 2014, 2:00 PM, EST
Addendum Issued	Tuesday, April 29, 2014
RFP Submission Deadline	Friday, May 9, 2014, 2:00 PM, EST
Notify Firms for Possible Interviews	Thursday, May, 22, 2014
Conduct Interviews	Wednesday through Friday, May 28-30, 2014
Recommendation to MCHA Board of Directors	Thursday, June 12, 2014

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Section II: Introduction and Background

A. Overview

The MCHA is seeking an experienced, affordable housing Development Partner who will collaboratively work with the MCHA to redevelop its North Hills Manor and Crest Manor public housing sites into thriving affordable communities which will integrate into their surrounding neighborhoods, exhibit exemplary design, incorporate green building techniques, pedestrian friendly planning and ample green space.

As such, the MCHA is soliciting Proposals from experienced developers with a documented track record of implementing a comprehensive revitalization plan that is neighborhood focused and forged out of cooperation with all stakeholders.

The MCHA will consider utilizing multiple debt and equity instruments including, but not necessarily limited to: tax exempt bonds, low income housing tax credits (LIHTC), Project Based Section 8, HUD's Rental Assistance Demonstration (RAD) program, HUD insured mortgage financing, HOME funds, CDBG Funds, SHIP funds, Federal Home Loan Bank funding, and Choice Neighborhoods and /or other federal, state and local programs as its principal forms of financing.

The selected Development Partner will be responsible for design, planning, and financing, predevelopment and final development activities in coordination with the MCHA.

B. Background

The MCHA is the sole housing authority serving Montgomery County, Pennsylvania. Montgomery County has a resident population of approximately 800,000 and consists of 62 municipalities across approximately 484 square miles. The MCHA is designated a "high performer" by the U.S. Department of Housing and Urban Development ("HUD").

The MCHA currently operates eight (8) public housing complexes totaling 616 units and located in five (5) municipalities: Borough of Pottstown, Borough of Conshohocken, Royersford Borough, Upper Dublin Township and Abington Township. Four (4) of these properties are designed for elderly and disabled populations and built between 1971 and 1984. The remaining four (4) complexes are general occupancy, townhome and duplex communities built between 1944 and 1963. Please see **Appendix E** for more information on MCHA's developments.

The MCHA consistently manages its portfolio with a typical occupancy rate of over 99% and processes a public housing wait list which, on average, is more than double that of the MCHA's total portfolio. Currently, the public housing wait list is closed.

The MCHA also administers a Housing Choice Voucher Program ("HCVP") serving approximately 2,600 households annually. The wait list for the HCVP has been closed since July 2007 and presently contains approximately 700 households. Currently, the MCHA maintains Project Based Section 8 vouchers for 120 units and 42 mod-rehab units.

C. Revitalization Goals

MCHA's general development goals include:

1. Improve the MCHA's existing stock of affordable housing;
2. Increase affordable housing options throughout Montgomery County and
3. Focus on the development of affordable housing for very low income families.

These development goals support the broader mission of the MCHA which is:

- To stimulate and ensure safe, decent and affordable housing in Montgomery County, Pennsylvania;
- To recognize residents, community and government leadership as our partners;
- To expand opportunities for assisted families to locate housing throughout Montgomery County;
- To support participants and residents in MCHA programs to become self-sufficient and economically independent including expanded opportunities and support for assisted families to realize the benefits of homeownership or progressively independent housing choices;
- To maintain mutual respect and dignity with all residents of Montgomery County;
- To assure financial responsibility and integrity by all participants and residents; and
- To achieve excellence through innovative program development and effective program management to the benefit of all residents of Montgomery County.

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Section III: Description of Project Areas

Consistent with the MCHA's revitalization goals outlined in Section II and its capital needs analysis, the public housing communities of North Hills Manor and Crest Manor are the MCHA's top redevelopment priorities and are the subject of this RFP. The MCHA seeks responses in which the Developer Partner consolidates both properties into one ownership and financing structure.

A. North Hills, Upper Dublin Township

North Hills Manor

Currently, North Hills Manor (NHM) is an approximately 98% occupied, general occupancy, public housing development built in 1954. It is comprised exclusively of 50, brick row homes with the following unit types. There are no accessible units at NHM:

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
8	21	15	6

The administrative/community building contains a management office, maintenance areas, a community room with kitchen and restrooms. The property's administrative office is formally located at 300 Linden Avenue, North Hills, Pennsylvania in Upper Dublin Township.

NHM is currently zoned C- Residential. Please see **Appendix B** for plans and photographs of the property and neighborhood. The property is in the Upper Dublin School District, a top performing public school district. Population, Housing and Income statistics for Upper Dublin Township can be found in **Appendix C**.

The North Hills Community

The neighborhood of North Hills consists predominately of home owners. The average home sales price from January 2012 through December 2013 was approximately \$168,000 (20 sales) with a minimum sales price of \$50,000 and a maximum of \$280,000. The typical home in this neighborhood is a 3 bedroom 1.5 bath and with an average of 1525 square feet. Homes in this neighborhood tend to have been built throughout the last century with some newer homes being constructed from 1998 until 2012. Habitat for Humanity also has a presence in this neighborhood.

The neighborhood encompasses several community amenities including the Evelyn B. Wright Community Park and Pool (one half block from the property at 401 Logan Avenue) with playing fields, picnic areas and the North Hills Community Center which has basketball courts, meeting space, a picnic area, playground and playing fields (two blocks from the site at 212 Girard Avenue).

North Hills Manor Development Objectives

The MCHA hopes to accomplish three goals in this North Hills neighborhood:

1. Transformative development positively impacting the entire community, including: residential real estate structures and values, community amenities, community infrastructure and access to several key neighborhood roads.
2. Reduction of NHM's social stressors, by physically integrating the new NHM structures into the fabric of the broader, mixed income community.
3. Maintain or increase the number of affordable rental homes in this community. Currently, NHM is comprised of 50 units. This RFP strongly requests at least a one-to-one replacement approach.

The MCHA aims to accomplish these goals while simultaneously decreasing relocation burden on the residents and Development Partner, by facilitating residents to remain in their existing units and in their current school district until their new units are constructed. The MCHA expects that in order to accomplish this and the goals stated above, NHM may be reconstructed on alternate neighborhood sites, and subsequently, the current site's existing structures will be demolished and the land re-purposed.

Upper Dublin Township and North Hills Available Land for Development

In order to facilitate these goals, the MCHA and Upper Dublin Township plan to enter into a Memorandum of Understanding ("MOU") to accomplish a property transfer for Township owned land in the immediate neighborhood.

Currently, NHM is situated on approximately 3.263 acres between the blocks of Walnut Lane, Logan Avenue, and Chelsea Avenue entirely within Upper Dublin Township. However, please note that Chelsea Avenue forms the municipal boundary with Abington Township. Upper Dublin Township owns several parcels of land northeast of the NHM property which is now the site of Evelyn B. Wright Park and Community Pool and two blocks to the southwest of the NHM property which is now the site of North Hills Community Center. See image below.

By entering into this MOU, the MCHA and its Development Partner will have development rights on (and ultimately ownership rights to) the Township land in return for the relocation and possible reconstruction of the park, ball fields, community center and other potential recreational facilities (ultimately deeded back to the Township). As part of this understanding, the Township may upgrade certain roads, may vacate certain roads and/or may modify public right-of-ways and easements to improve access to the neighborhood and accommodate the project.

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North Hills Manor is indicated in red and Upper Dublin Township's land in blue. All borders are approximate and denoted for illustrative purposes only.

B. Crestmont, Abington Township

Crest Manor

Currently, Crest Manor ("CM") is an approximately 87.5% occupied, general occupancy, public housing development built in 1963. It is comprised of 40 units, four residential structures are one story semi-detached homes (2 one-bedroom and 5 bedroom are accessible) and 16 residential structures are two story, semi-detached homes. The unit composition is the following:

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom
6	10	20	2	2

The administrative and community building contains a management office, a maintenance area, a community room with kitchen and restrooms. An ancillary structure on the property is a maintenance storage facility. CM's administrative office is formally located at 2231 Hamilton Avenue, Willow Grove, Pennsylvania in Abington Township.

CM is zoned AO- Apartment/Office. Please see **Appendix D** for plans and photographs of the property and neighborhood. The property is located in Abington School District, a top performing public school district. Population, Housing and Income statistics for Abington Township can be found in **Appendix C**.

The Crestmont Community

CM is located in the Crestmont neighborhood of Abington Township. The neighborhood is comprised of mainly single family homes with some semi-detached twins. The average home sales price from January 2012 through December 2013 was approximately \$168,000 (24 sales) with a minimum of sales price of \$69,500 and a maximum of \$262,000. The typical home in this neighborhood is a 3 bedroom 1.5 bath and with an average of 1264 square feet. Homes in this neighborhood tend to have been built throughout the last century with several newer homes being constructed from 1998 until 2012.

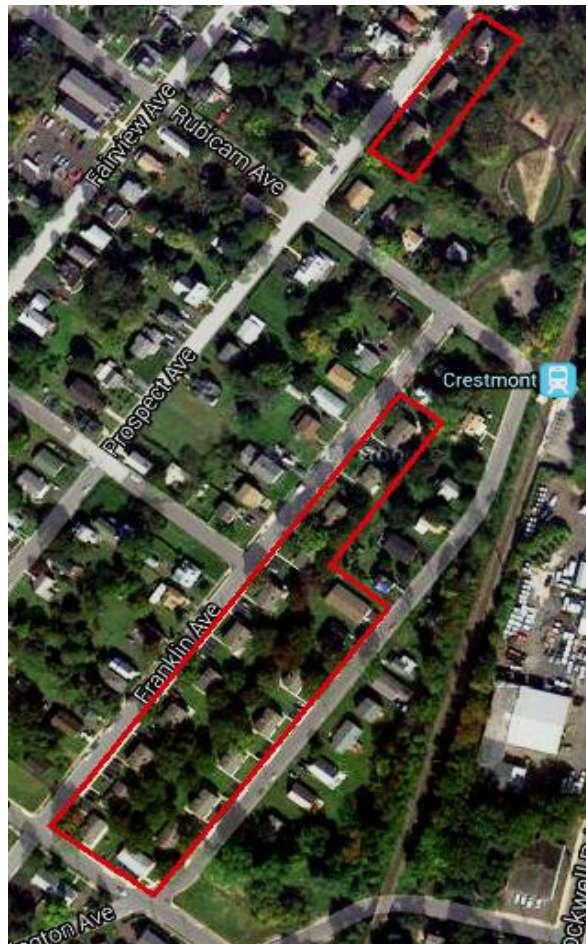
The neighborhood encompasses several community amenities including the Crestmont SEPTA Regional Rail station (less than one half block from CM) and a playground. Additionally, it is less than one mile from the Willow Grove Park Mall.

Crest Manor Development Objectives

The MCHA's objectives for this revitalization project are to significantly rehabilitate the structures and their systems to current standards and to further integrate the design of the buildings into the broader community's architectural vernacular.

Available Land for Development

CM is comprised of two (2) plots of land, totaling approximately 4.26 acres. The current footprint of the parcels is denoted in red in the image to the right. The MCHA does not plan to expand the footprint of this development unless a very compelling reason arises or opportunity presents itself. Upon initial review, it appears that a portion of the CM parcel on Washington Avenue may be located within the 100 year flood plain as defined by FEMA's Preliminary July 31, 2010 FIRM map. Appropriate due diligence is necessary to ascertain this status.



Crest Manor is indicated in red. All borders are approximate and denoted for illustrative purposes only.

C. Honoring the History

Both the communities of North Hills and Crestmont have a longstanding history in their respective townships, as well as venerable residents who carry its history and traditions forward. The MCHA desires that a collaborative, consensus building approach with community and public housing residents be structured to identify positive ways in which the neighborhood's meaning and value can be incorporated into the development efforts. It is critical that the community's history not only be respected, but honored, through the scope of this RFP and its impact.

Section IV: Roles, Responsibilities and Business Terms

A. Development Partner's Role in the Development Partnership

The responsibilities of the selected Development Partner will include, but are not necessarily limited to, the following:

Project Management. Lead and perform all project management functions during all phases of development including, but not necessarily limited to: predevelopment planning and design, development, construction, stabilization and permanent loan closing. The Development Partner is responsible for ensuring that the project is designed, constructed and managed with the highest standards and is in compliance with all applicable federal, state and local laws and ordinances.

- *Team Meetings.* The Development Partner will establish a regular schedule of team meetings in which the MCHA will participate. The Development Partner will submit monthly progress reports on the project status and schedule including, but not necessarily limited to design, finance, resident coordination, community outreach, etc. The format of the report will be structured by the Development Partner for MCHA approval after engagement.
- *Project Schedule, Implementation, and Phasing.* Develop, maintain and manage a detailed and attainable schedule of events, predicated on financing deadlines, that includes predevelopment activities, financial closing, construction, stabilization and permanent loan closing, as applicable.
- *Engage and Manage Consultants and Contractors Necessary for Project Implementation.* Procure consultants and/or contractors. The MCHA anticipates that, at minimum, these would include professionals to perform architectural, environmental, market analysis, relocation, geotechnical, civil, mechanical and electric engineering, legal, site work, demolition, construction and property management. Additionally, the MCHA expects that the procurement of the construction contractor will be through a competitive process.

While the MCHA expects the Development Partner to take the lead in procuring and managing these consultants, the MCHA requires that it approve the final selection of the architect/planner, contractor, relocation advisor and property manager.

The Development Partner must ensure that no consultant or subcontractor engaged to work on this project has been suspended or otherwise prohibited from professional practice by any federal, state or local agency.

- *Accounting.* Maintain accounting records, subject to MCHA review, and ensure project financing is available at the appropriate times and utilized in the requisite manner.

Predevelopment Activities. Plan, undertake and fund predevelopment activities including, but not necessarily limited to: surveys, market studies, environmental, capital needs assessments, and financial feasibility planning. Determine needed rehabilitation and modernization costs and whether demolition may be justifiable.

High Quality Site Planning and Project Design. Enhance the existing community with high quality planning and design that meets and preferably exceeds industry standards. Planning should build upon the "walkability" factor currently present in both neighborhoods. Density, scale and public space design

must be carefully considered. Universal design, indicating respect for people of all abilities, must be incorporated into all public space planning including, but not necessarily limited to ramps, curbs, driveways, sidewalks, benches, shading, etc.

The architectural design should incorporate state-of-the-art energy conservation and green building techniques. The MCHA requires the development to be a LEED certifiable project, pending project feasibility. The residential designs should reflect the character of the other structures in the neighborhood and promote community cohesiveness. Materials and systems should be incorporated into the design with the approval of the future management agent facilities' department to ensure long term viability and ease of maintenance. A portion of units must meet or exceed current standards on accessibility for the physically, visually and auditorally impaired. A visitable design for all newly constructed units is encouraged as well.

All architectural plans must be designed consistent with HUD, PHFA and local requirements and guidelines. All required municipal approvals and permits must be obtained by the Development Partner on behalf of the partnership. It is incumbent upon the Development Partner and its team to thoroughly review all local ordinances and requirements, as they apply. Special attention should be provided to stormwater management approvals as both townships experience significant runoff issues and may have specific regulations designed to address the condition.

Construction. Solicit construction (and construction related i.e. demolition, site work, infrastructure) contracts through a competitive solicitation and enter into a contract for construction. Engage contractor subject to MCHA approval. Manage and oversee all construction. Ensure construction completion in a timely manner and within budget.

Financing. Develop an attainable and feasible financing plan. The MCHA encourages ingenuity and creativity in the formation of the plan and in the incorporation of potential resources. Prepare all applications for financing unless otherwise prepared or secured by the MCHA prior to engagement.

To assist in development fundraising and to expedite the predevelopment timeline, the MCHA will lead the efforts to secure any development funding from Montgomery County.

Obtain commitments from lenders and tax credit investors for financing the project. The MCHA will work collaboratively with the Development Partner to outline terms by which the equity investor and lender is selected. However, the Development Partner will be responsible for solicitation and final negotiations.

Guarantees. Provide all necessary financial guarantees and assurances to the lenders and tax credit investors as they may require including, but not necessarily limited to: completion guarantees, operating deficit guarantees, tax credit adjuster or recapture guarantees and performance guarantees. Demonstrate financial ability to honor those guarantees, if necessary.

Ownership Entity. The Development Partner, with input from the MCHA and its advisors, shall structure the ownership entity(ies) for all components of the project. This may include affiliates of and/or the MCHA as well.

Resident and Community Involvement. In collaboration with the MCHA, promote and maintain positive relations with residents, community members, neighborhood groups, municipal governments and authorities and the county, state and federal government entities as applicable.

Relocation. The Development Partner will lead the day- to- day functions of creating, funding and implementing a relocation plan for this project. Relocation may be residential, commercial, temporary and/or permanent. The relocation plan must meet, or exceed the Uniform Relocation Act as required by law and the Development Partner must determine a way to feasibly fund such a plan. Phasing, alternate land development and rehabilitating during occupancy should be considered in the creation of a relocation strategy in order to minimize the need for residents to move from the existing community and/or school district.

The MCHA will work collaboratively with the Development Partner on such a plan and will assist in its implementation by interfacing with residents, attending resident meetings, providing preferred occupancy options at other public housing sites and providing some voucher assistance targeted for relocation.

Should RAD financing be involved, the relocation plan must incorporate any requirements of the HUD Rental Assistance Demonstration (RAD) program.

Property Management. Determine a general property management structure, prepare a management plan for the property, and recommend a property manager, subject to approval by the MCHA. The MCHA currently manages and has historically managed all of its properties, but recognizes in light of the likely involvement of a tax credit investor, it may not be able to continue to do so at NHM and CM, initially. Accordingly, the MCHA seeks a property management mentoring structure in which its LIHTC management capacity is bolstered and the opportunity to resume management within a designated period of two (2) to five (5) years post initial occupancy.

Supportive Service Coordination and Plan Development. The Development Partner will be responsible for coordinating the provision of supportive services to families at NHM and CM that are, at minimum, consistent with PHFA standards and Project Based Voucher regulations requiring supportive services for general occupancy properties that exceed the 25% building rule. Should RAD vouchers be involved, the Development Partner will meet the service provision requirements of the RAD rule as well. The Development Partner will be responsible for securing funding to maintain an on-going and long lasting supportive service program.

HUD Requirements and Documents. The Development Partner will assist in preparing any HUD required documents including, but not necessarily limited to: Mixed Finance Proposals, Demolition/Disposition Approvals, Rental Term Sheets, and Evidentiary Documents etc. The MCHA will work with the Development Partner in this process and will take responsibility for finalizing and submitting any required documents. The MCHA will lead any process with respect to RAD financing.

MBE/WBE and Section 3 Business Enterprises. The Development Partner shall propose a draft strategy for meeting the MBE/WBE and Section 3 goals related to this procurement as outlined in **Appendix F**. The MCHA, together, with the Development Partner shall finalize this strategy. The Development Partner will be responsible for implementing this strategy including submitting quarterly status reports to the MCHA. The MCHA will be responsible for monitoring the plan and efforts.

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B. MCHA's Role in the Development Partnership

Development Partner. The MCHA intends to participate in the partnership as a development partner with respect to development and operating decisions related to the project. The MCHA will have various specific roles as ground lessor, lender, subsidy provider, and overseer of program compliance with respect to subsidized housing units. Each role is discussed briefly below.

So long as the selected Development Partner observes MCHA's interests and public obligations with respect to these roles, the MCHA intends to respect the creativity, expertise and business requirements of the selected Developer Partner. The MCHA expects the selected Developer Partner to keep it fully informed and to secure advance consent to all significant decisions and public positions.

Notably, the MCHA expects to approve the selection of the architect/planner, contractor, relocation advisor, property manager, and bond issuer. The MCHA also expects to approve the development program including the development concept, site plan, design and unit/income mix.

Preliminary Development Groundwork. The MCHA has conducted substantial preliminary development groundwork, which should facilitate the process going forward.

- *Stakeholder and Resource Alignment.* The MCHA has met with major stakeholders including Upper Dublin Township, Upper Dublin School District, Abington Township, Montgomery County Commissioners, Montgomery County Department of Housing and Community Development, the Montgomery County Redevelopment Authority, and the Pennsylvania Housing Finance Agency in order to ascertain project feasibility, support and available resources. The MCHA intends that the selected Developer Partner will continue to work with these key stakeholders in the redevelopment effort, in concert with the MCHA.
- *Development and Neighborhood Resident Meetings* Additionally, the MCHA has met with residents of both NHM and CM and the broader neighborhoods to inform them of the development objectives and process and to solicit initial feedback.
- *RAD Application.* The MCHA submitted a portfolio wide Rental Assistance Demonstration program ("RAD") to HUD in December 2013. The intent of this submission is simply to increase options for financing structures. Prospective bidders must make themselves aware of any specific or unique RAD program requirements.
- *Financial Modeling.* The MCHA has extensively modeled this project in a variety of different scenarios. While it will ultimately be the Development Partner's role to finalize the financing structure, the MCHA anticipates that the development of NHM and rehabilitation of CM will be combined in a 4% LIHTC, tax exempt bond scenario.
- *Title Report.* A title report for both NHM and CM has been conducted. Included in **Appendices B and D**, respectively, is the abstract company's Information Search summary, Legal Description, as well as the most recent Declaration of Trust for each property.

Land Owner. The MCHA intends to be the owner of the land and will ground lease the land to an ownership entity which may include a to-be-formed affiliate of the MCHA. The lease will be structured to enable the Development Partner to receive LIHTCs in connection with the project. As landowner, the MCHA will monitor the sites to ensure the improvements are being designed, constructed and managed appropriately to preserve its long-term value. The MCHA and the Development Partner will jointly be

involved in obtaining any agreements for reduced property taxes with the municipalities and any related cooperation agreements.

Provider of Project Based Voucher Assistance. The MCHA may make available project-based rental assistance for up to 100% of units at NHM and CM, subject to HUD approval and funding availability. Project-based voucher (“PBV”) units would receive operating subsidies under a Housing Assistance Payment (“HAP”) contract with the MCHA. The HAP contract will pay the difference between the Housing Choice Voucher Program (“HCVP”)/Section 8 payment standard (currently 110% of FMRs), subject to a rent reasonableness test and HUD approval, and the amounts paid by tenants, which are limited to 30% of their household incomes. The HAP contract is expected to have a fifteen-year initial term with annual renewals subject to approval by the MCHA. While it is likely that this PBV assistance would be issued under the traditional HCVP, RAD funding could also be involved at different levels than MCHA’s payment standard.

Asset Manager. The MCHA will continue to have asset management responsibilities related to all units in which the MCHA has an ownership interest and/or interest as a subsidy provider. The MCHA will monitor and enforce the terms of its lease(s), HAP agreements and other agreements with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements.

Monitor Compliance with MBE/WBE and Section 3 Business Enterprise Goals. The MCHA will monitor the final plans and efforts for reaching MBE/WBE and Section 3 goals. The Development Partner’s strategy must be coordinated and integrated with the MCHA.

C. Desired Business Terms

- The MCHA seeks responses in which the Developer Partner consolidates the NHM and CM properties into one ownership and financing structure.
- The MCHA seeks responses that leverage public and private investment to the greatest extent possible.
- The MCHA seeks responses that will fully fund pre-development costs.
- The MCHA expects the Development Partner to provide any and all guarantees required of equity investors, lenders, municipal entities and others providing financing and/or land commitments to the project(s).
- The MCHA seeks responses in which the MCHA shares in fees related to development and operations which may include, but is not necessarily limited to: developer fees, ground lease payments, loan fees, property management fees, incentive fees, construction cost savings, interest earnings on loans and/or residual cash flow. The MCHA will structure its participation in a way that will ensure the long term viability of the project. Additionally, the MCHA prefers the project to reimburse the MCHA for any costs that would be reasonably considered pre-development or development costs (including by example, such costs as legal and financial advisory services).
- The MCHA expects the Development Partner to propose property management arrangements that provides capacity-building opportunities for the MCHA and that effort

will be made to return property management to the MCHA within a two (2) to five (5) year period post initial occupancy.

- The MCHA expects that the Development Partner and its team will work collaboratively with the MCHA to determine and acquire all necessary insurances as part of the final Development Agreement.
- The MCHA expects that the selected Development Partner, in concert with the MCHA, will be involved in negotiating, and a party to, the final land transfer agreement with Upper Dublin Township.
- The MCHA expects that the Development Partner will lead the development process, but that the MCHA will have authorization approval with respect to the selection of the architect/planner, contractor, relocation advisor, property manager, and bond issuer. The MCHA will also expect to approve the development program including the development concept, site plan, design and unit/income mix.
- The MCHA seeks responses which shall provide the MCHA with the right at any time after two (2) years from placement in service of the final unit in the Development to purchase Development Partner's interest in the Owner Entity of each phase for the amount of Development Partner's capital account, subject to (i) all requisite approvals including HUD, the State Agency, lenders and investor; (ii) the payment of all deferred developer fee owed to Development Partner and reasonably projected to be paid prior to the 10th year from closing; and (iii) the release of Development Partner from all guarantees relating to the phase.

D. Development Team Composition

The MCHA recognizes that Respondents may wish to respond to this RFP in a team structured format in order to sufficiently meet the expertise required. **The Respondent must include in this RFP response, a site planner/architect as part of its team.** The Respondent may elect to include other team members as part of its RFP response, but it is not required.

All other team members may be procured post award including, contractor and property manager. The MCHA expects that the Development Partner will be responsible for procurement of all necessary vendors on behalf of the partnership subject to the expectations previously noted.

MCHA's Development Team Capacity. The MCHA brings to the development team the expertise of MCHA's senior leadership and its engaged, industry experts.

The MCHA's Executive Director, a certified planner, has 20 years of economic, community, residential and land development experience in both the public and private sector. As MCHA's Executive Director, he leads the daily operations of an authority that provides housing to over 3,500 income qualified households within Pennsylvania's third largest County. Prior to assuming leadership of the MCHA, he served as the Deputy Director of the Montgomery County Redevelopment Authority and was involved in structuring complex financial transactions including Tax Incremental Financings and tax-exempt bond issuances for affordable housing, public facilities and commercial development.

Additionally, the MCHA's Development Director has 18 years experience working in the LIHTC industry in Pennsylvania. Prior to her current position, she was a lead development consultant for a LIHTC consulting firm in Pennsylvania for 12 years. In this capacity, she secured public and private financing for affordable housing developments with combined total projects cost in excess of \$100M which included LIHTC (9% and 4%), taxable and tax exempt bond financing and other public/private debt programs.

Further bolstering the MCHA's capacity is the experience of its advisors TAG Associates, Inc. and development counsel Klein Hornig LLP, both experts in the 4% and 9% LIHTC, tax exempt bond, public housing mixed finance, HUD insured loans, Section 8 and RAD programs and processes and Wisler Pearlstine, LLP, MCHA's Solicitor and local real estate counsel.

E. Timeline and Expediency

The MCHA aims to have the developments proceed as expeditiously as possible, but not at the expense of sound development practices, outstanding design and effective community outreach.

Once selected, it is expected that the successful Respondent will make a good faith effort to quickly enter into a development agreement with the MCHA. A Memorandum of Agreement or other such agreement will be negotiated, as needed, to enable the Development Partner to complete all necessary pre-development activities. If a timely agreement cannot be reached, the MCHA reserves the right to move on to negotiations with the next highest scored respondent.

As such, the Respondent should be able to start work immediately and demonstrate its ability to complete the developments on the earliest possible, realistic schedule. The Respondent should factor into its implementation plan, any application and processing deadlines of funders such as PHFA. It is the MCHA's assumption, unless otherwise noted in the Respondent's proposal as unrealistic, that the Development Partner will submit a 4% LIHTC application to PHFA by January 2015 for PHFA Board Review in the first quarter of 2015.

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Section V: Proposal Submission Requirements

A. Proposal Instructions

Responses to this RFP should include all the information listed in Section V.C. below. If any of the required information is not provided, the MCHA may, at its sole discretion, remove the Proposals from any further consideration. All Proposals must be submitted by the submission deadline as directed in the Notice in Section I. Proposals received after the submission deadline date and time may be rejected by the MCHA.

All information must be clear, concise and complete. All hard copies must be tabulated according to the outline in Section V.C. The pdf version must be included as one document separated according to the same tabbed outline and submitted on disc or USB Flash Drive. Any responses not submitted in the format below may be subject to rejection by the MCHA.

B. Team Proposals and/or Subcontracting

The MCHA recognizes that Respondents may wish to respond to this RFP in a team structured format in order to sufficiently meet the expertise required. The MCHA will accept team structured Proposals. No ranking preference will be awarded to either team structured Proposals or individual firm Proposals. Proposals will be ranked according to their ability to comprehensively meet the Evaluation Criteria listed in Section V.C. of this RFP.

Note that per Section IV. D., the Respondent **must include in its Proposal submission a site planner/architect as part of its team.** The Respondent may elect to include other team members as part of its RFP response, but it is not required. The MCHA reserves the right to accept or reject team members and to request replacement of specific members of the Development Partner's team.

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C. Proposal Submission Requirements and Format

Tab 1 _____ Letter of Interest

The submission must contain a Letter of Interest on the Respondent's letterhead. The letter must list the development team members and identify the primary contact person for the team. Please include phone number and email address. The letter must be signed by an authorized principal of the Development Partner's firm and a statement that the proposal will remain valid for not less than 180 calendar days from the submission deadline.

Tab 2 _____ Team Composition and Description

(Tab 2 refers to the Developer Partner and all its team members)

2.1 Identify Team Members and Contact Persons

- Identify all firms included on the development team and their roles.
- For each team member, provide the lead contact person, title, telephone email address and firm address of the office from which services will be provided.

2.2 Team Profiles

- Provide profiles of the team members' principals, supporting associates and staff to be primarily assigned to this project. This information should specify their roles, existing time commitments, and previous experience with similar development.
- Provide information on the development team's prior experience working together.

2.3 Legal

- Indicate whether any team member has ever been terminated from a contract and, if so, describe the circumstances and outcome.
- Indicate whether any team member has ever been sued by or has sued a Housing Authority and, if so, describe the circumstances and outcome.

2.4 Additional Relevance. Include any other information about the development team, its composition and its methods of work which the Respondent feels will assist the MCHA's in its evaluation.

Tab 3 _____ **Development Team Experience and Capacity**

3.1 Collaboration in a Development Partnership with a Housing Authority.

Evidence experience in development partnerships with housing authorities; of particular interest are lessons learned. Indicate how disputes were resolved. Examples are welcome.

3.2 Project Management

- Identify the individual who will serve as project manager for the entire development team, who will be the MCHA's primary contact, and who will direct and coordinate the development effort through financial closing and through construction completion. If they are different individuals, provide the information for both individuals.
- Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team, facilitating community involvement, working with a housing authority partner and delivering the project on time and within budget.

3.3 Financial Structuring. Indicate experience in financial structuring including such instruments, as LIHTC (4%, 9%), Tax Exempt Bond Financing, HUD Insured Mortgage Products, CDBG, Housing Trust Fund, HVCP, RAD, HUD Mixed Finance, Choice Neighborhoods etc. Also indicate experience with funders such as PHFA, HUD and its mixed finance proposal process, Federal Home Loan Bank etc.

3.4 Site Planning and Project Design. Evidence experience in the planning and design of communities comparable to those included in this RFP. Outline experience with both new construction and substantial rehabilitation. Provide specific experience with respect to designing for pedestrian friendly neighborhoods, planning for universally accessible public spaces, incorporation of green building techniques and project LEED certification, use of alternative construction techniques such as pre-fabricated construction etc. and integration of vernacular architecture in new construction and substantial rehabilitation.

3.5 Community Participation. Outline experience with resident, community and municipal stakeholders. Provide examples of approaches that facilitated collaboration and support for the development and outline lessons learned from experiences that were challenging to development.

3.6 Relocation. Indicate experience in residential temporary and permanent relocation, consistent with the Uniform Relocation Act. Also indicate experiences with rehabilitating occupied structures and creative solutions to avoid relocation in the development process. Of particular interest are lessons learned from prior relocation experience. Please indicate what assistance you may expect or require from the MCHA to accomplish relocation program activities.

3.7 Property Management and Supportive Service Provision.

- Respondents providing a property manager on its development team at time of Proposals submission, should include relevant experience for that provider and outline the manager's expectations for involvement in the development process and the operations.
- Outline the Respondent's experience in creating an effective social service plan for families and funding such a plan.

3.8 Prior Development Experience Track Record

- The Respondent shall document its experience in all affordable and/or mixed income development projects in which it has participated. The information should list the location, size, ownership type, type of development (high, mid or low-rise, walk-ups, townhouses, etc.), type of occupancy (general, senior etc.), type of financing, income targets and development cost. Include the role of the Respondent to the owner/sponsor. Also list any significant contribution that the Respondent has made to the transaction. A table including the above information is acceptable.
- Document any development experience in the following municipalities: Upper Dublin Township, Abington Township, and Montgomery County Pennsylvania.

3.10 Additional Relevance. Include any other information which will assist the MCHA in assessing the extent to which the Respondent has the professional experience, track record and technical competence to successfully perform as Development Partner.

Tab 4 _____ Technical Response and Approach to NHM and CM.

4.1 Vision for Sites and Neighborhoods. Respondents must provide a preliminary vision for how they would approach the revitalization of NHM and CM. Specific visual plans, site designs, or renderings are not required, but may be submitted for illustrative purposes and are appreciated.

The narrative should outline the development team's critical reaction to both the NHM and CM sites, property conditions and needs, and the surrounding neighborhood. The narrative should address how the team will accomplish the overall goals and objectives of the project as stated in this RFP. Specifically, identify any challenges that team identifies with the site, neighborhood, structures etc. and possible approaches to resolution.

4.2 Proposed Financing Approach. Present a preliminary financing structure, its pros and cons and outline how the Development Partner will pursue financing for the project. Ingenuity, attainability, and feasibility in the formation of the financing structure will be considered.

4.3 Proposed Community Participation Approach. Describe your proposed approach to partnering with residents of the developments, neighbors, local service agencies, community based organizations, municipalities and elected

officials. Respondents are instructed not to communicate with residents about this procurement during the procurement period. Evidence of any such communication by any Respondent may be cause for disqualification from this procurement.

- 4.4 Proposed Implementation Timetable.** Provide a conceptual timeline for revitalization of NHM and CM consistent with the Respondent's vision outlined in Tab 4.1. Specifically note milestones such as applications for financing, closing, construction completion and full occupancy.
- 4.5 Development Partner Expectations of the MCHA.** Indicate the Respondent's expectations of the MCHA.
- 4.6 Additional Relevance.** Include any other information which will assist the MCHA in evaluating the Respondent's vision and approach to this development opportunity.

Tab 5 _____ Business Terms

- 5.1 Terms.** Present the financial and business terms that the Respondent proposes as a basis for negotiation with the MCHA. Note the MCHA's desired business terms included in Section IV.C.
- 5.2 Financials.** Provide three years of the most recent and concurrent, financial statements from each member of the Development Partner's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited or CPA prepared financial statements are available. The statements must include an income statement as well as a balance sheet showing assets, liabilities and net worth of the entity. The statements may be submitted in a sealed envelope and the MCHA will treat them as confidential.
- 5.3 Conflict of Interest.** Respondents should indicate how they will handle potential conflicts of interest in matters involving themselves, partners, investors, other consultants/subcontractors/vendors and the MCHA, if selected under this RFP.

Tab 6 _____ References

Provide the name, mailing address and telephone number and email of five (5) references with whom the Development Partner has worked and a description of how that reference's development(s) is similar to that included in this RFP. Please include the following reference types:

- Housing Authority Development Partners on Comparable Developments (*Two (2) references*)
- Community Group or Public Housing Resident group that worked with Development Partner on a specific project (*One reference*)

- General Contractor on Comparable Development (*One reference*)
- LIHTC Limited Partner Investor (*One reference*)

For other team members, provide two (2) references for each team member which documents the experience of that firm as it applies to similar developments.

The Respondent's submission shall constitute its (and its team members') consent to the MCHA contacting listed references to review the Respondent's past performance, cost control, ability to meet schedules etc. Please ensure that all names and phone numbers are current.

Tab 7 _____ MBE/WBE/Section 3 Requirements (Appendix F).

- 7.4 MBE/WBE, Section 3 Approach and Experience.** Present the approach and methods your team will utilize to meet the MCHA's MBE/WBE and Section 3 goals as stated in **Appendix F**. Describe prior experience utilizing MBE/WBE, Section 3 residents and local businesses in sufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort.
- 7.5 MCHA Forms and Certifications.** Complete the Section 3 Certification (see **Appendix F**)

Tab 8 _____ Organizational Documentation, Insurance and Certification Requirements

- Incorporation certification, including the names and addresses of corporate ownership.
- MCHA Certifications of Firms Submitting Proposals (**Appendix F**), with any necessary supporting or supplementary documentation.

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Section VI: RFP Evaluation and Selection

A. Procedure for Selection

The MCHA's Evaluation Committee will review Proposals submissions in accordance with the Evaluation Criteria listed in Section VI. B. The MCHA reserves the right to reject any or all RFP responses or to waive any informalities or irregularities when, in the opinion of the MCHA, such rejections or waivers shall be to its interest or advantage.

At the MCHA's option, Responders may be asked to participate in an interview process to discuss how they will specifically apply their Proposals and experience into a plan for NHM and CM. Based upon the Proposals, potential interviews, reference checks, and best and final offers, the MCHA Evaluation Committee will identify the highest ranking Respondent and recommend selection to the MCHA Board of Directors for award.

While the MCHA reserves the right to conduct negotiations with one or more Respondents, the MCHA may make a contract award with or without interviews and with or without negotiations. The MCHA, at its option, may select one, none or more than one firm/team.

Additionally, the MCHA reserves the right to accept or reject team members and to request replacement of specific members of the Development Partner's team.

Prior to awarding this contract, the RFP response may be held by the MCHA for a period not to exceed 180 calendar days from the submission deadline.

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B. RFP Evaluation Criteria

The MCHA will use the following criteria in evaluating Proposals. The total possible score is 100 points.

No.	Criteria and Description	Ranking Points
1	Development Partner/Team Experience and Capacity. This score addresses the capacity and caliber of the Development Partner, its team and the primary staff assigned to this project. Specifically, it includes, but is not necessarily limited to the factors outlined in Section V. C., Tabs 2, 3 and 6.	40
2	Technical Response. This score rewards thoughtful, creative and innovative visions in which the Respondent demonstrates the understanding of the critical issues and challenges of this development opportunity and proposes resolutions. Specifically, this score includes, but is not necessarily limited to factors outlined in Section V. C., Tab 4.	25
3	Business Terms. This score rewards the degree to which the Development Partner's proposed ownership and fee structures provides benefit to the MCHA, its return on investment and the long term viability of the development and community. It also includes the financial capacity of the guarantor to provide the requisite guarantees. Specifically, this score includes, but is not necessarily limited to factors outlined in Section V. C., Tab 5.	15
4	MBE/WBE and Section 3 Strategy. This score rewards the Development Partner's level and quality of previous experience in fulfilling MBE/WBE/Section 3 goals. It also rewards the strength, commitment and attainability of the Development Partner's strategy for accomplishing the MCHA's MBE/WBE and Section 3 Goals for this project as stated in Appendix F . In accordance with MCHA's procurement policy, it also awards points to Development Team members who are Section 3 businesses.	20

C. Special Conditions

Competition Intended. It is the MCHA's intent that this RFP promotes competition. It shall be the Respondent's responsibility to advise the MCHA noted contact (Section I. B.), in writing, if any language, requirement, specification, etc., or any combination therefore, inadvertently restricts or limits the requirements stated in the RFP to a single source. The MCHA Contact must receive such notification not later than the Inquiry Deadline as indicated in Section I. E.

Best Available Data. All information contained in this RFP is the best data available to the MCHA at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of respondents and MCHA assumes no liability for any errors or omissions.

Costs Borne by Respondent. All costs related to the preparation of Proposals and any related activities are the responsibility of the respondent. The MCHA assumes no liability for any costs incurred by the respondent throughout the entire selection process.

Staff Assignments. Any future changes to the proposed staff allocation for this project will be subject to the approval of the MCHA. The MCHA has the right to reject an individual in the firm and/or to request a change in staffing on the proposed scope and/or to refuse a change in staffing on the proposed scope, before and during the completion of the scope of work.

Non Discrimination. Attention is called to the fact the Respondent must ensure that employees and applicants for employees are not discriminated because of their race color, religion, sex or national original.

HUD Approval. The Respondent is advised that fee, contract award, contract documents, notice of award, notice to proceed and payment for services may be subject to HUD approval, and withholding of contract approval by HUD shall immediately nullify the contract without liability by either party irrespective of whether the contract was executed by any one or both parties.

Section 3. The contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968 as amended. This provides special consideration of qualified Section 3 firms in addition to training, employment, and business opportunities, if feasible, for lower-income residents, as defined by HUD, of the project area. All Respondents are to review Special Conditions of the Owner, Section 3 Business Concerns, Certification of Section 3 Business Concern, and Equal Employment Opportunity/Section 3 Clause under **Appendix F**.

Communication with Respect to the RFP. To maintain the integrity of the procurement process, all communication regarding this RFP must be presented to the MCHA's contact as noted in Section I.B. Respondents are instructed not to communicate with residents, other MCHA staff and/or Board members about this procurement during the procurement period. Evidence of any such communication by any Respondent may be cause for disqualification from this procurement.

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Appendix A: Notice

NOTICE

The Montgomery County Housing Authority (“MCHA”) is seeking Proposals from experienced, affordable housing developers interested in serving as a Development Partner in the MCHA’s effort to substantially revitalize a portion of its public housing portfolio. The selected Development Partner will be responsible for design, planning, and financing, predevelopment and final development activities in coordination with the MCHA.

The Request for Proposal (“RFP”) is available on or after **Wednesday, April 2, 2014**. Contact Kyla Weisman Bayer, Director of Development and the MCHA’s sole contact for this RFP, at 610-275-5720. Ext. 338 or kyla.bayer@montcoha.org to receive a RFP. Proposals will be accepted until **Friday, May 9, 2014 at 2:00 PM, EST**. A pre-proposal meeting and site visit will be conducted by MCHA staff on Friday, April 11, 2014.

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The awarded firm must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Appendix B: North Hills Manor - Photographs, Plans, and Title Report

Appendix B: North Hills Manor



Appendix B: North Hills Manor



Appendix B: North Hills Manor



Evelyn B. Wright Community Park and Ball Field

Appendix B: North Hills Manor



Community Pool



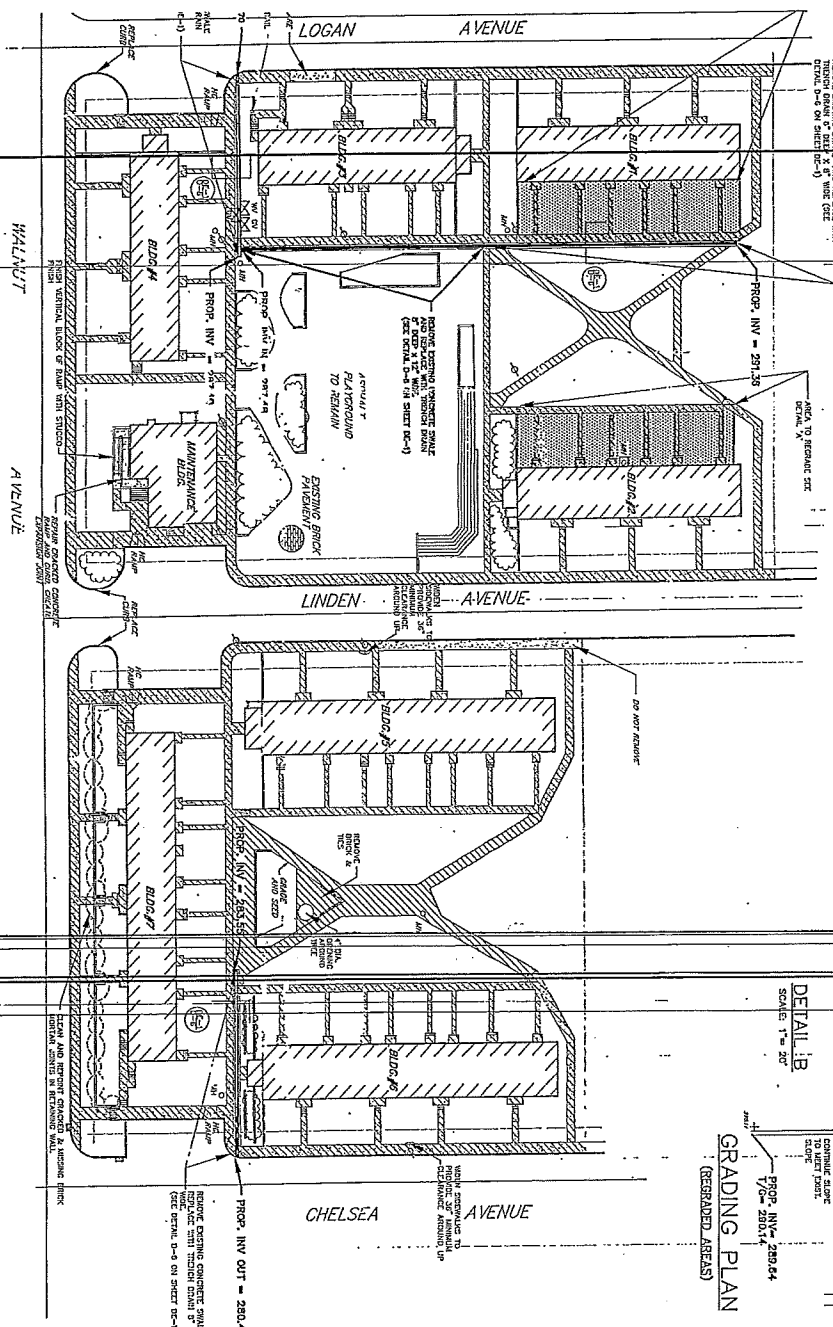
North Hills Community Center

NORTH HILLS MANOR

NOTES:

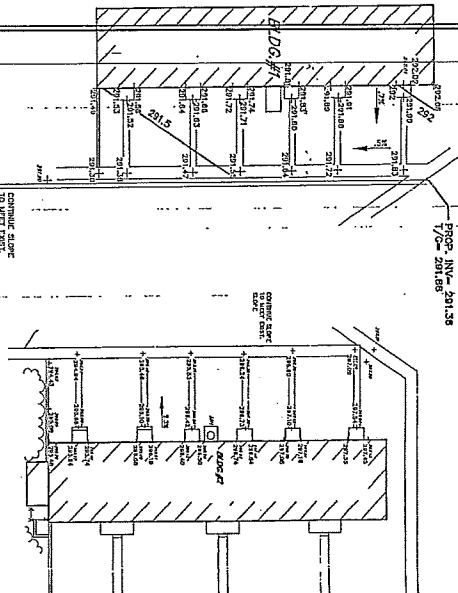
1. BARRY ISETT & ASSOCIATES, INC. DID NOT PERFORM A BOUNDARY SURVEY OF THIS SITE. ANY BOUNDARY INFORMATION IS BASED ON RECORD PLATS OR THE 1940-1941 PLAT OF THE COUNTY OF MONTGOMERY, PENNSYLVANIA.
2. CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL REMAIN ON SITE DURING CONSTRUCTION TO VERIFY THE ACCURACY OF THE PLAT AND TO ELIMINATE DEFICIENCIES OF SURFACE.
3. SEE SHEET DE FOR CONSTRUCTION/DESIGN DETAILS.
4. BARRY ISETT & ASSOCIATES, INC. DID NOT PERFORM AN ACT 167 FOR THIS SITE. CONTRACTOR SHALL FURNISH A PA ONE-CALL CARD BEGINNING ANY WORK.
5. ALL CONCRETE IS TO BE CLASS 500 P.S.I. IR-C, REINFORCED CONCRETE.
6. EXPANSION JOINTS SHALL BE PLACED BETWEEN ALL NEW BUILDING CURBS, AND BUILDING. CAULK JOINT AT BUILDING.
7. REPAIR ST. PAVING AND SEAL PAVING AT ALL NEW CURBS (SEE "C" PAVEMENT DETAIL ON SHEET DE-1).
8. AT LEAST ONE RESIDENCE ENTRANCE SHALL REMAIN UNOBTURATED AT ALL TIMES.
9. STEPS SHALL BE FINISHED AT 0.5% TO ALLOW PROPER DRAINAGE OF WATER (SEE DETAILS).
10. ALL RAILING SHALL BE REPLACED WITH NEW RAILING.
11. ALTERNATE, ADD 155' CONCRETE PAD BEHIND EACH UNIT AT BUILDING LINE.

SEEDING AND MULCHING ALL AREAS WHERE BEEN PERFORMED. SEEDING AREAS THAT HAVE BEEN BURNED OR OTHERWISE DESTROYED SHALL BE RESEED. A BURLAP OR STRAW COVER WILL BE USED UNTIL IT HAS A CHANCE TO ROOT. SEE SHEET DE-1 FOR A FULL SEEDING SCHEDULE.



DETAIL A
SCALE 1" = 20'

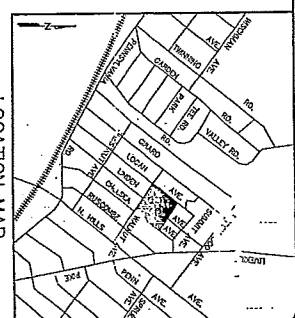
DETAIL B
SCALE 1" = 20'



LEGEND

- BOUNDARY LINE
- EXISTING SIDEWALK
- EXISTING DRIVE
- EXISTING PAVING
- EXISTING CONCRETE CURB TO BE REMOVED AND REPLACED
- EXISTING CONCRETE DRIVE (TR)
- EXISTING CHAIN-LINK FENCE
- EXISTING CONCRETE PAD TO REMAIN
- EXISTING CENTERLINE
- EXISTING GAS VALVE
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- PROPOSED HANDICAP RAMP
- EXISTING BUILDING
- EXISTING PAVEMENT TO BE REMOVED AND REPLACED WITH CONCRETE
- EXISTING CONCRETE AND PAVING
- EXISTING STONE CURB TO BE REMOVED AND REPLACED WITH CONCRETE
- PROPOSED AREA TO REGRADE
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED STORM SEWER INLET

LOCATION MAP
SCALE 1" = 1000'



CALL BEFORE YOU DIG
PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS NOTICE FOR
CONDUCTING A UTILITY LOCATE AND STOP WORK
PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-251-1772

VERTICAL TEXT INDICATES PROPOSED FEATURES
SLANTED TEXT INDICATES EXISTING FEATURES

BID SET

SITE IMPROVEMENT PLAN

NORTH HILLS MANOR
300 LINDEN AVENUE
UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY

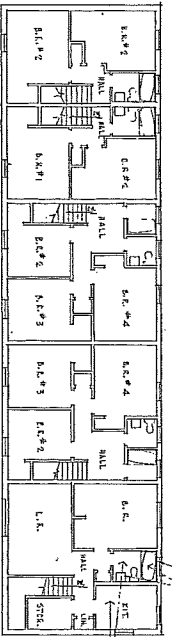
BARRY ISETT & ASSOCIATES, INC.
Consulting Engineers & Surveyors

828 W. Main Street, Norristown, PA 19401-5502
610-278-0166 www.barryisett.com

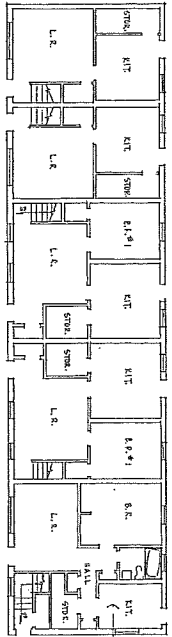
REVISIONS	DATE	BY
1. REVISED FOR MOUNTAIN PLANNING AREA	7/1/94	JOE

NO.	DATE	BY
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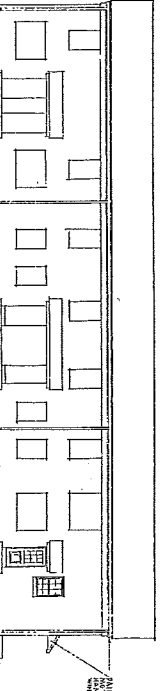
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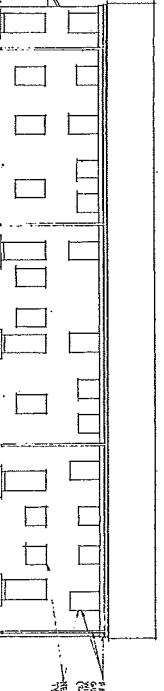
SECOND FLOOR PLAN



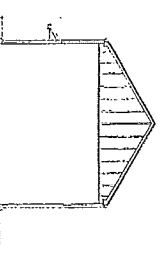
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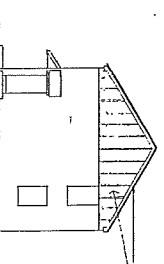
FRONT ELEVATION



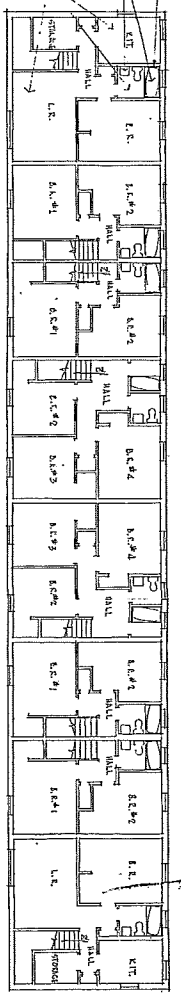
REAR ELEVATION



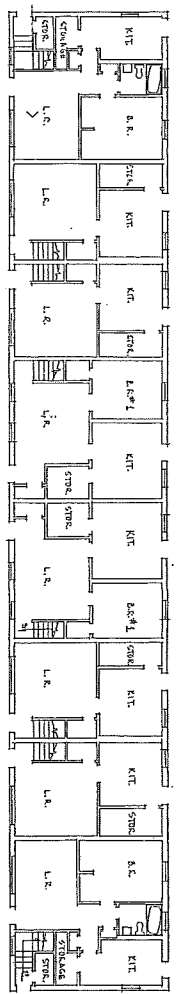
LEFT SIDE ELEVATION



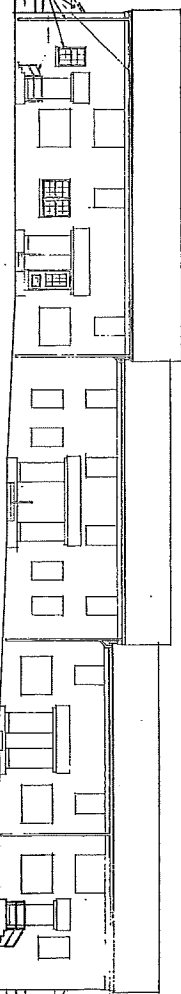
RIGHT SIDE ELEVATION



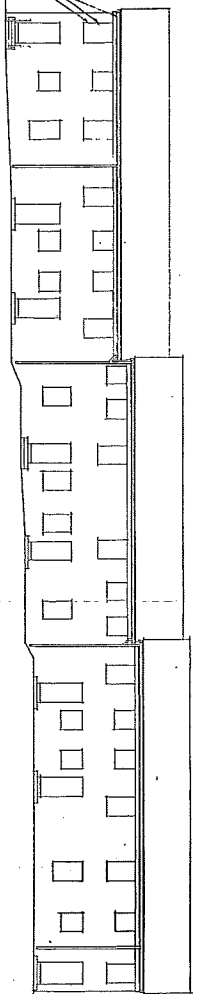
SECOND FLOOR PLAN



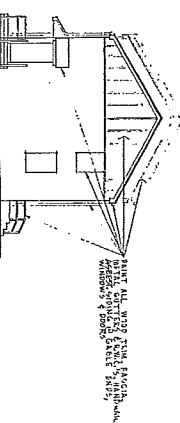
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FRONT ELEVATION



REAR ELEVATION

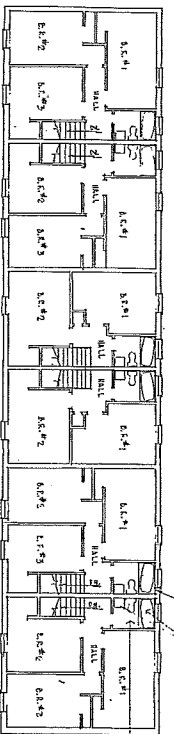


RIGHT SIDE ELEVATION
(LEFT SIDE SIMILAR)

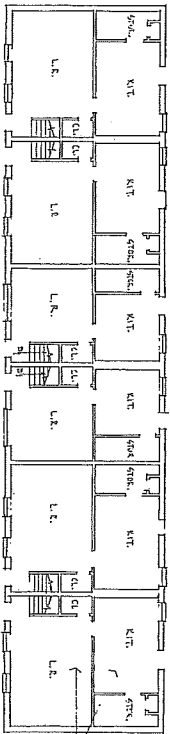
Charles E. Zentz
ZENTZ ENGINEERS INC.
CONSULTING ENGINEERS
ARDMORE, PENNA.
MONTGOMERY COUNTY HOUSING AUTHORITY
NORTH HILLS, PA.
PROJECT PLS. 4

BUILDING TYPES T-3 & T-4
FLOOR PLANS & ELEVATIONS
DATE: 10/27/72
SCALE: 1/8" = 1'-0"
EWS: 2-108
A-10

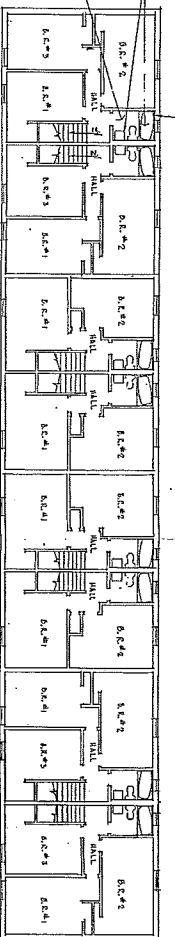
NORTH HILLS MANOR



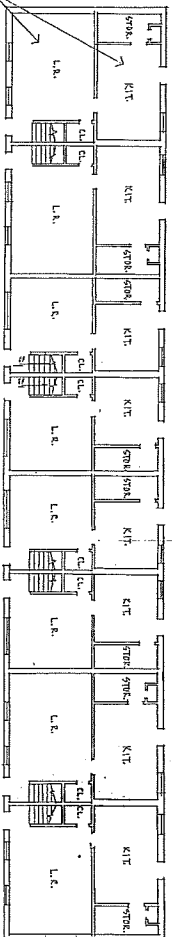
SECOND FLOOR PLAN



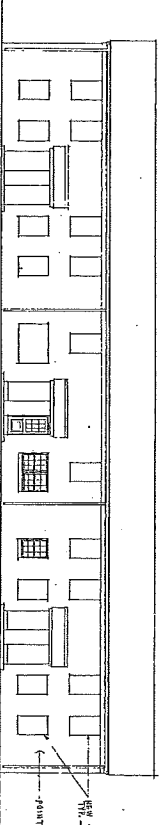
FIRST FLOOR PLAN
TYPE T-1 (Bldgs. #1 & 2)



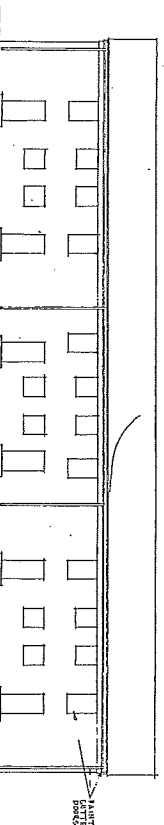
SECOND FLOOR PLAN



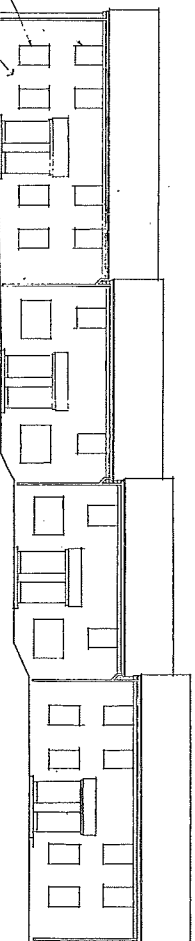
FIRST FLOOR PLAN
TYPE T-2 (Bldgs. #5 & 6)



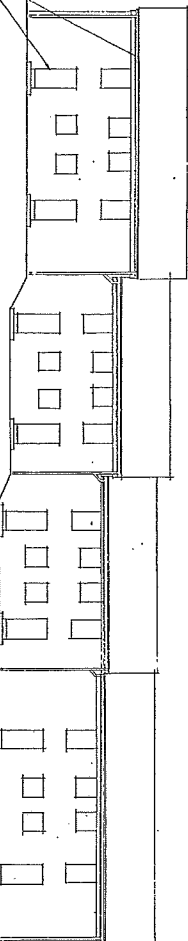
FRONT ELEVATION



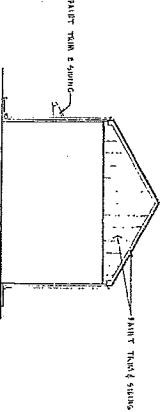
REAR ELEVATION



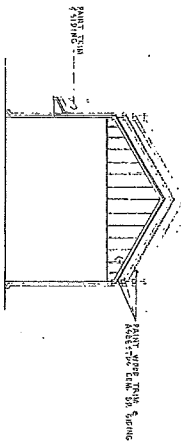
FRONT ELEVATION



REAR ELEVATION



END ELEVATION
(OTHER END SIMILAR)



RIGHT SIDE ELEVATION
(OTHER SIDE SIMILAR)

Charles E. Zentz, P.E.
ZENTZ ENGINEERS INC.
 CONSULTING ENGINEERS
 ARDMORE, PENNA.
 MONTGOMERY COUNTY HOUSING AUTHORITY
 MODERNIZATION PROGRAM
 NORTH HILLS MANOR
 PROJECT NO. 72-3

BUILDING TYPES T-1 & T-2
 FLOOR PLANS & ELEVATIONS

DATE	10/6/71	BY	CEZ	CHECKED	CEZ
1972	10/6/71	DATE	10/6/71	BY	CEZ

A-9

Title Report

NORTH HILLS MANOR

**Chelsea Avenue
Upper Dublin Township
NO. 1512295-I**

1/25/2014

ABSTRACT SERVICES AND PRODUCTS

**515 Swede Street
Norristown, Pa. 19401**

INFORMATION SEARCH

NO. 151295-I

Property of: Montgomery County Housing Authority, a Pennsylvania Non-Profit Corporation

Premises: "Chelsea Avenue", Upper Dublin Township, Montgomery County, Pennsylvania, as being set forth on the attached Schedule "C":

Certifications hereon are based upon the examination of the recorded evidence of the title in the making of appropriate searches for the records. The premises hereon described are subject to liens, encumbrances and objections to title hereinafter set forth. This search does not guarantee title and upon payment of the basic fee, liability hereunder is assured by Abstract Services and Products solely in its capacity as an abstractor for the negligence, mistakes or omissions in the sum not exceeding the amount of search. This search covers the period from **1-1-1888** to date and discloses the following:

1. Receipts for all taxes for the years 2011 to 2013 incl. must be produced. Due for 2014

2014 Assessment: \$1,170,360.00 **Parcel No. 54-00-04132-00-8**
2. Proof to be furnished from the appropriate municipality collection agency that there are no delinquent taxes. (Certification to be produced prior to settlement)
3. Subject to any unfiled Mechanics Liens and Municipal Claims that may be filed for any work done or ordered to be done.
4. Subject to terms and conditions of any unrecorded leases and agreements.
5. **Mortgages: NONE**
6. **Judgments: NONE**
7. Declaration of Trust by and between Montgomery County Housing Authority and Public Housing Administration, dated 5-26-1953 and recorded in Deed Book 2378 page 159. (also covers other premises)
8. Declaration of Trust by and between Montgomery County Housing Authority and United States of America, Secretary of Housing and Urban Development, dated 8-28-2012 and recorded in Deed Book 5846 page 1939. (also covers other premises)

-continued-

INFORMATION SEARCH

NO. 151295-I

9. Conditions and Restrictions as being set forth and recorded in Deed Book 353 page 419, Deed Book 353 page 429, Deed Book 357 page 112 and Deed Book 360 page 337.
10. Agreement for Sanitary Sewer Easements by and between Montgomery County Housing Authority and Township of Upper Dublin, dated 7-22-1968 and recorded in Deed Book 3519 page 463. (also covers other premises)
11. Rights granted to Philadelphia Electric Company as being recorded in Deed Book 2313 page 64 and Deed Book 3086 page 270.
12. Deed for Road beds by and between Edge Hill Land Association and Township of Upper Dublin, dated 9-10-1891 and recorded in Deed Book 360 page 426.

SEARCH COVERS 1/25/2014
By: Abstract Services and Products

Legal Description

SCHEDULE "C"

All that certain tract of land situated in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, as indicated on Property Line Map prepared by C. Raymond Weir, Registered Professional Engineer for the Montgomery County Housing Authority, dated October 9, 1950 and designated Project Pa-12-4, Plan No. 211-A, described as follows, to wit:

BEGINNING at a point the intersection of the Northwesterly side of Chelsea Avenue (50 feet wide) with the northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to a point on the Southeasterly side of Linden Avenue (50 feet wide); thence along said side of Linden Avenue North 43 degrees 23 minutes East 250 feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point on the Northwesterly side of Chelsea Avenue; thence by said side of Chelsea Avenue South 43 degrees 23 minutes ^{West} 250 feet to the first mentioned point and place of Beginning.

BEING know and identified as "Chelsea Avenue", Block 68 Units 19, 20, 21, (22), 38, 39, 40, and 41 and Parcel Number 54 00 04132 00 8:

BEING the same premises which by various owners in fee and also by Declaration of Taking have granted and conveyed unto Montgomery County Housing Authority by the following Deeds that have been recorded in the Office of the Recorder of Deeds at Norristown, Pennsylvania, viz: Deed Book 2266 page 418, Deed Book 2266 page 424, Deed Book 2266 page 428, Deed Book 2266 page 431, Deed Book 2266 page 441, Deed Book 2290 page 266 and Miscellaneous Docket 25, June Term 1952 of which was filed in the Prothonotary's Office of Montgomery County, Pennsylvania.

8

08/29/2012 03:08:25 PM

DEED BK 5846 PG 01940

MONTGO

1939

RECORDER OF DEEDS
MONTGOMERY COUNTY

151 294
151 295
151 296

2012 AUG 29 PM 2:24

Prepared by: Justin M. O'Donoghue, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

*Del. Lot B168
Anyt. Limit B168
Possibly B127, I did
know no crossed the
lyal out.*

Return to: Same

Parcel Number: 54-00-04132-00-8
54-00-11008-00-8
30-00-26952-00-9

DECLARATION OF TRUST

MONTGOMERY COUNTY HOUSING AUTHORITY

To

UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

104 W. Main Street
Norristown, Pennsylvania 19401

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
30-00-26952-00-9 ABINGTON
2231 HAMILTON AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 130 U 001 L 5916 DATE: 08/29/2012 JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-11008-00-8 UPPER DUBLIN
LOGAN AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 068 U 001 L 5910 DATE: 08/29/2012 JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-04132-00-8 UPPER DUBLIN
CHELSEA AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 068 U 040 L 5910 DATE: 08/29/2012 JO

*Rec 8/29/12
5846-1939*

12

Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing
and Urban Development
Office of Public and Indian HousingOMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) Montgomery County Housing Authority
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) Commonwealth of Pennsylvania, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 11/30/1995, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 08/03/2011, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) Upper Dublin Township and Abington Township, Montgomery County, Pennsylvania which will provide approximately (6) 90 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) PA26P01250111 and individual projects as follows:

Project No. (8)	<u>PA012004005 (PA-12-4)</u>	with approximately	<u>50</u>	dwelling units,
Project No. (8)	<u>PA012004005 (PA-12-5)</u>	with approximately	<u>40</u>	dwelling units, and
Project No. (8)		with approximately		dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the Township of Upper Dublin and the Township of Abington, Montgomery County, Pennsylvania.

To Wit: (Insert legal description for each individual project.)(10)

See Exhibits A and B attached hereto

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) 08/28/2012.

(Seal)

(1, see instructions)

By [Signature] Chairperson

Attest [Signature] Secretary

Date (mm/dd/yyyy) 08/28/2012

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the 28th day of AUGUST, 2012, before me, the undersigned officer, personally appeared **John F. Nugent, III**, who acknowledged himself to be the Chairman of the Montgomery County Housing Authority, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen Wallak
Notary Public

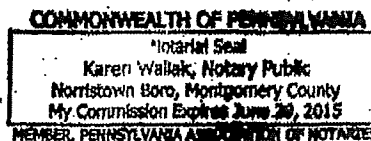


EXHIBIT A
12-4TRACT NO. 1

All that certain tract of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania as indicated on Property Line Map prepared by C. Raymond Weir, Registered Professional Engineer, for the Montgomery County Housing Authority, dated October 9, 1950 and designated Project Pa-12-4, Plan No. 214-A, described as follows, to wit:

BEGINNING at a point on the Southeasterly side of Logan Avenue (50 feet wide) which point is the intersection of the Southeasterly side of Logan Avenue with the Northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Logan Avenue North 43 degrees 23 minutes East 350 feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point on the Northwestern side of Linden Avenue (50 feet wide); thence along said side of Linden Avenue South 43 degrees 23 minutes West 350 feet to a point on the Northeasterly side of Walnut Avenue; thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to the first mentioned point and place of Beginning.

TRACT NO. 2

All that certain tract of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, as indicated on Property Line Map prepared by C. Raymond Weir, Registered Professional Engineer for the Montgomery County Housing Authority, dated October 9, 1950 and designated Project Pa-12-4, Plan No. 214-A, described as follows, to wit:

BEGINNING at a point the intersection of the Northwestern side of Chelsea Avenue (50 feet wide) with the northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to a point on the Southeasterly side of Linden Avenue (50 feet wide);

Relax 68
Went 1, 2, 3
16, 17, 18

Relax 68
Went 19, 20, 21, 22,
23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41

thence along said side of Linden Avenue North 43 degrees 23 minutes East 250
feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point
) on the Northwestern side of Chelsea Avenue; thence by said side of Chelsea
Avenue South 43 degrees 23 minutes ^{West} 250 feet to the first mentioned point and
place of Beginning.

EXHIBIT B
PA-12-5

SITE A: Description of properties acquired by Montgomery County Housing Authority between Franklin Avenue and Washington Avenue Northeast of Hamilton Avenue, being Lots # 670 to 704 inclusive, 711 to 733 inclusive and the bed of Decatur Avenue (50 feet wide) from Franklin Avenue to Washington Avenue as recently vacated.

ALL THOSE CERTAIN lots or pieces of ground situate in Abington Township, Montgomery County, Pennsylvania.

*20130
West 1*

BEGINNING at a point, said point being formed by the intersection which the Southeasterly side of Franklin Avenue (fifty feet wide) makes with the Northeasterly side of Hamilton Avenue (fifty feet wide); thence from the first mentioned point and place of beginning and along the said Southeasterly side of Franklin Avenue and crossing the bed of Decatur Avenue (fifty feet wide), as recently vacated, North 44 degrees 05 minutes East 925 feet to a point; thence extending along the Southwesterly line of Lot #705, as shown on plan of Cottage Lots at Willow Grove, South 45 degrees 55 minutes East 100.00 feet to a point, a corner; thence along the rear line of Lots #745 to #734, inclusive South 44 degrees 05 minutes West 300.00 feet to a point, a corner; thence along the Southwesterly line of Lot #734 South 45 degrees 55 minutes East 100.00 feet to a point on the Northwesterly side of Washington Avenue (40 feet wide); thence along the Northwesterly side of Washington Avenue and crossing the bed of Decatur Avenue, as recently vacated, South 44 degrees 05 minutes West 566.44 feet to an angle point; thence still along the side of Washington Avenue South 72 degrees 20 minutes 45 seconds West 66.48 feet to a point on the Northeasterly side of Hamilton Avenue (50 feet wide); thence along the said Northeasterly side of Hamilton Avenue North 45 degrees 55 minutes West 168.52 feet to the place of beginning.

CONTAINING 3.53715 acres.

SITE B: Description of property having 276.83 feet on the Southeasterly side of Prospect Avenue (50 feet wide) 125 feet Northeast of the Northeasterly side of Rubicon Avenue (50 feet wide). Being that portion of "Vase" property conveyed to the proposed housing site.

ALL THAT CERTAIN lot or piece of ground situate in Ward 5, Abington Township, Montgomery County, Pennsylvania.

*20127
West 1*

BEGINNING at a point on the Southeasterly side of Prospect Avenue (50 feet wide), said point being at the distance of 125.00 feet measured North 44 degrees 05 minutes East from the intersection which the said Southeasterly side of Prospect Avenue makes with the Northeasterly side of Rubicon Avenue (50 feet wide); thence from the first mentioned point and place of beginning and along the said Southeasterly side of Prospect Avenue North 44 degrees 05 minutes East 276.83 feet to a point a corner; thence extending along the line of land of other adjoining to the Northeast South 71 degrees 46 minutes East 88.02 feet to an angle point; thence extending South 67 degrees 14 minutes East 43.15 feet to a point; thence extending through land of which this was a part South 44 degrees 05 minutes West 333.05 feet to a point; thence extending partly along the rear line of Lot No. 753 and along the rear line of Lots No. 752 to the bed of Decatur Avenue as shown on plan of cottage lots at Willow Grove, North 45 degrees 55 minutes West 125.00 feet to the place of beginning.

CONTAINING 0.6790 acres.

Title Report

NORTH HILLS MANOR

**Logan Avenue
Upper Dublin Township
NO. 1512296-I**

1/25/2014

ABSTRACT SERVICES AND PRODUCTS
515 Swede Street
Norristown, Pa. 19401

INFORMATION SEARCH

NO. 151296-I

Property of: Montgomery County Housing Authority, a Pennsylvania Non-Profit Corporation

Premises: "Logan Avenue", Upper Dublin Township, Montgomery County, Pennsylvania, as being set forth on the attached Schedule "C":

Certifications hereon are based upon the examination of the recorded evidence of the title in the making of appropriate searches for the records. The premises hereon described are subject to liens, encumbrances and objections to title hereinafter set forth. This search does not guarantee title and upon payment of the basic fee, liability hereunder is assured by Abstract Services and Products solely in its capacity as an abstractor for the negligence, mistakes or omissions in the sum not exceeding the amount of search. This search covers the period from **1-1-1888** to date and discloses the following:

1. Receipts for all taxes for the years 2011 to 2013 incl. must be produced. Due for 2014

2014 Assessment: \$1,029,310.00 **Parcel No. 54-00-11008-00-8**
2. Proof to be furnished from the appropriate municipality collection agency that there are no delinquent taxes. (Certification to be produced prior to settlement)
3. Subject to any unfiled Mechanics Liens and Municipal Claims that may be filed for any work done or ordered to be done.
4. Subject to terms and conditions of any unrecorded leases and agreements.
5. **Mortgages: NONE**
6. **Judgments: NONE**
7. Declaration of Trust by and between Montgomery County Housing Authority and Public Housing Administration, dated 5-26-1953 and recorded in Deed Book 2378 page 159. (also covers other premises)
8. Declaration of Trust by and between Montgomery County Housing Authority and United States of America, Secretary of Housing and Urban Development, dated 8-28-2012 and recorded in Deed Book 5846 page 1939. (also covers other premises)

-continued-

INFORMATION SEARCH

NO. 151296-I

9. Conditions and Restrictions as being set forth and recorded in Deed Book 352 page 187, Deed Book 352 page 451, Deed Book 360 page 416 and Deed Book 363 page 174.
10. Agreement for Sanitary Sewer Easements by and between Montgomery County Housing Authority and Township of Upper Dublin, dated 7-22-1968 and recorded in Deed Book 3519 page 463. (also covers other premises)
11. Rights granted to Philadelphia Electric Company as being recorded in Deed Book 4864 page 224.
12. Deed for Road Beds by and between Edge Hill Land Association and Township of Upper Dublin, dated 9-10-1891 and recorded in Deed Book 360 page 426.

SEARCH COVERS 1/25/2014
By: Abstract Services and Products

Legal Description

SCHEDULE "C"

All that certain tract of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania as indicated on Property Line Map prepared by C. Raymond Weir, Registered Professional Engineer, for the Montgomery County Housing Authority, dated October 2, 1950 and designated Project Pa-12-4, Plan No. 214-A, described as follows, to wit:

BEGINNING at a point on the Southeasterly side of Logan Avenue (50 feet wide) which point is the intersection of the Southeasterly side of Logan Avenue with the Northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Logan Avenue North 43 degrees 23 minutes East 350 feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point on the Northwesterly side of Linden Avenue (50 feet wide); thence along said side of Linden Avenue South 43 degrees 23 minutes West 350 feet to a point on the Northeasterly side of Walnut Avenue; thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to the first mentioned point and place of Beginning.

BEING known and identified as "Logan Avenue, Block 68 Units 1, 2, 3, 16, 17 and 18 and Parcel Number 54 00 11008 00 8:

BEING the same premises which by various owners in fee have granted and conveyed unto Montgomery County Housing Authority by the following Deeds have been recorded in the Office of the Recorder of Deeds at Norristown, Pennsylvania, viz: Deed Book 2266 page 421, Deed Book 2266 page 434, Deed Book 2288 page 187 and Deed Book 2290 page 266.

**Appendix C: Population, Housing and Income Statistics for
Upper Dublin Township, Abington Township and Montgomery
County, Pennsylvania**

Appendix C: Selected Household Statistics for Upper Dublin Township, Abington Township and Montgomery County, Pennsylvania

Subject	Upper Dublin		Abington		Montgomery County	
	Number	Percent	Number	Percent	Number	Percent
AGE						
Total population	25,569	100.0	55,310	100.0	799,874 (r45418)	100.0
Median age (years)	43.9	---	42.8	---	40.6	---
RACE						
Total population	25,569	100.0	55,310	100.0	799,874 (r45418)	100.0
One Race	25,229	98.7	54,160	97.9	784,354	98.1
White	21,218	83.0	44,083	79.7	649,021	81.1
Black or African American	1,695	6.6	6,850	12.4	69,351	8.7
American Indian and Alaska Native	22	0.1	57	0.1	1,174	0.1
Asian	2,171	8.5	2,686	4.9	51,565	6.4
Native Hawaiian and Other Pacific Islander	3	0.0	8	0.0	296	0.0
Some Other Race	120	0.5	476	0.9	12,947	1.6
Hispanic or Latino (of any race)	463	1.8	1,771	3.2	34,233	4.3
HOUSING OCCUPANCY / TENURE						
Total housing units	9,649	100.0	22,369	100.0	325,735 (r23108)	100.0
Occupied housing units	9,397	97.4	21,382	95.6	307,750 (r8825)	94.5
Vacant housing units	252	2.6	987	4.4	17,985	5.5
Owner-occupied housing units (percent of occupied housing units)	8,156	86.8	16,718	78.2	225,001	73.1
Average household size of owner-occupied units	2.81	---	2.72	---	2.70	---
Renter-occupied housing units (percent of occupied housing units)	1,241	13.2	4,664	21.8	82,749	26.9
Average household size of renter-occupied units	1.93	---	1.95	---	2.08	---
MEDIAN INCOME (dollars)						
	110,217	---	76,076	---	78,984	---

Notes:

All Data except for Median Income is from

DP-1: Profile of General Population and Housing Characteristics: 2010,
2010 Census Summary File 1

Median Household Income

S1901: Income in the Past 12 Months (in 2012 Inflation-Adjusted Dollars)

2008-2012 American Community Survey 5-Year Estimates

(r45418): This count has been revised. Revised Count **799,881**

(r23108): This count has been revised. Revised Count **325,734**

(r8825): This count has been revised. Revised Count **307,749**

Revision date: 04-27-2012

For more information, see 2010 Census Count Question Resolution.

Appendix D: Crest Manor - Photographs, Plans and Title Report

Appendix D: Crest Manor



Appendix D: Crest Manor



Appendix D: Crest Manor



Appendix D: Crest Manor



Appendix D: Crest Manor



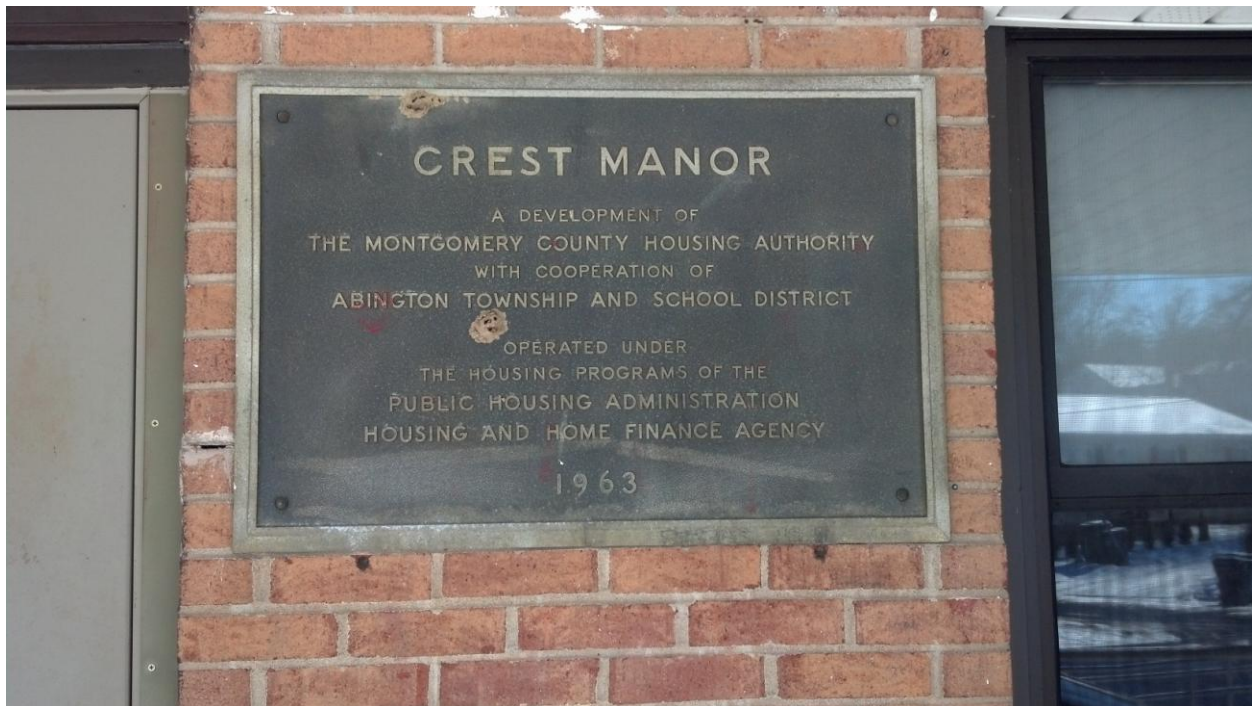
Appendix D: Crest Manor



Appendix D: Crest Manor

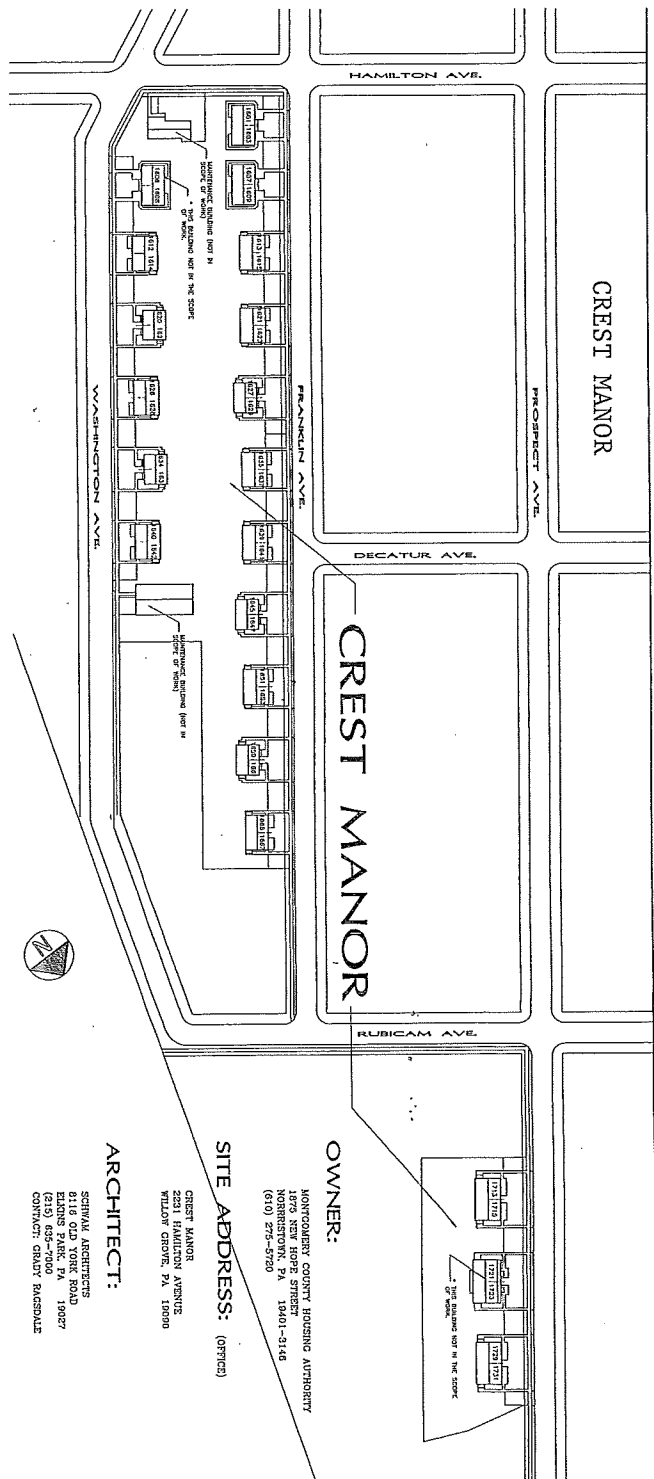


Appendix D: Crest Manor



Appendix D: Crest Manor





OWNER:

MONTGOMERY COUNTY HOUSING AUTHORITY
1870 NEW HOPE STREET
NORRISTOWN, PA 19401-3146
(610) 273-5750

SITE ADDRESS: (OFFICE)

CREST MANOR
2000 WASHINGTON AVENUE
WILLOW GROVE, PA 19090

ARCHITECT:

SCHIRM ARCHITECTS
8116 OLD YORK ROAD
EASTON PARK, PA 18027
CONTACT: GRADY BASGDALE

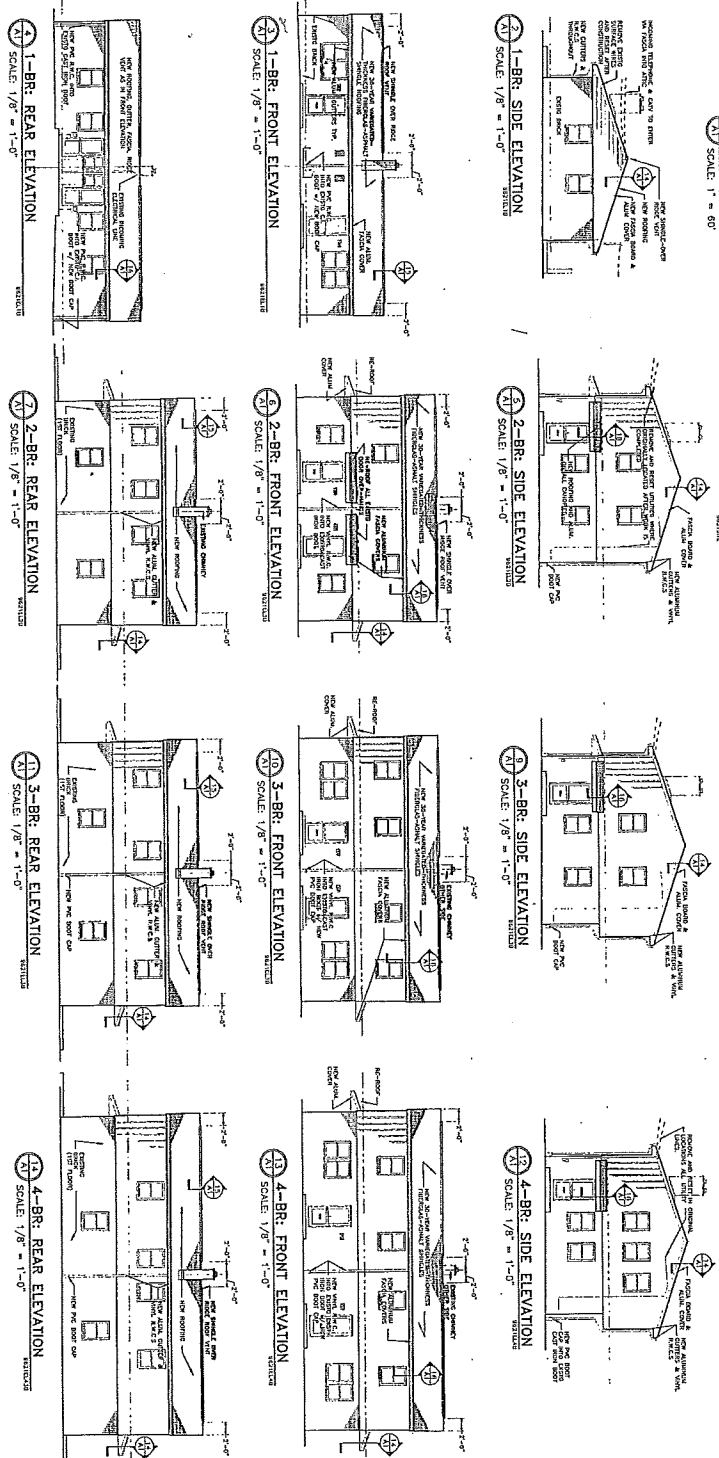
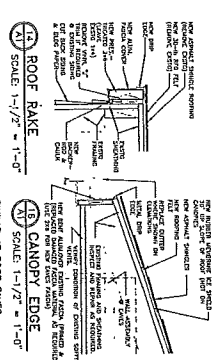


GENERAL NOTES:

1. All work shall be in accordance with the latest edition of the Uniform Code of Building Officials (UBO) and the latest edition of the International Building Code (IBC).
2. All work shall be in accordance with the latest edition of the Pennsylvania Building Code (PBC).
3. All work shall be in accordance with the latest edition of the Pennsylvania Fire Code (PFC).
4. All work shall be in accordance with the latest edition of the Pennsylvania Electrical Code (PEC).
5. All work shall be in accordance with the latest edition of the Pennsylvania Mechanical Code (PMC).
6. All work shall be in accordance with the latest edition of the Pennsylvania Plumbing Code (PPC).
7. All work shall be in accordance with the latest edition of the Pennsylvania Gas Code (PGC).
8. All work shall be in accordance with the latest edition of the Pennsylvania Fire Alarm Code (PFAC).
9. All work shall be in accordance with the latest edition of the Pennsylvania Fire Sprinkler Code (PFS).
10. All work shall be in accordance with the latest edition of the Pennsylvania Fire Alarm and Sprinkler Code (PFAS).

NUMBER OF LIGHT FIXTURES FOR CONSTRUCTION:

UNIT	NO.	30' FT. ROOFING	10' FT. ROOFING
1-BEDROOM	10	640	640
2-BEDROOM	18	704	704
3-BEDROOM	4	864	346
4-BEDROOM	3	1035	2560

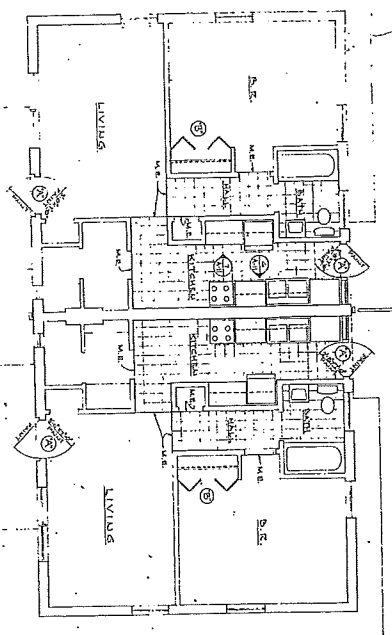


ROOF AND ELEVATION REPAIRS TO:
CREST MANOR
HAMILTON, WASHINGTON, & PROSPECT AVES
ABINGTON TWP, MONTGOMERY CITY, PA.
SITE PLAN/ELEVATIONS/DETAILS

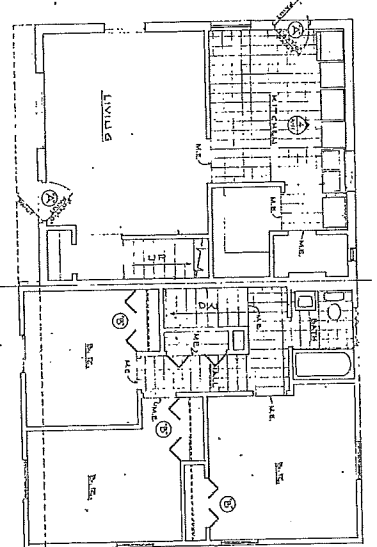
SCHIRM ARCHITECTS
ARCHITECTS, ENGINEERS, PLANNERS
8116 OLD YORK ROAD, EASTON PARK, PA 18027 215/435-7000 Fax 215/435-7020

A1
DATE: 5/20/98
DRAWN BY: KMS
CHECKED BY: KMS
SCALE: 1/8" = 1'-0"

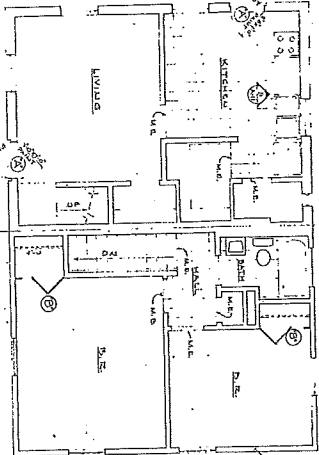
CREST MANOR



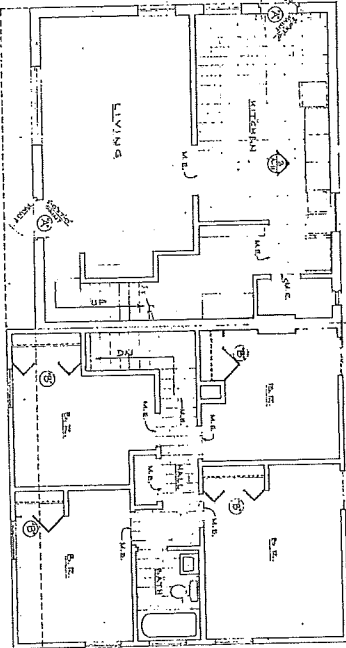
FIRST FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"



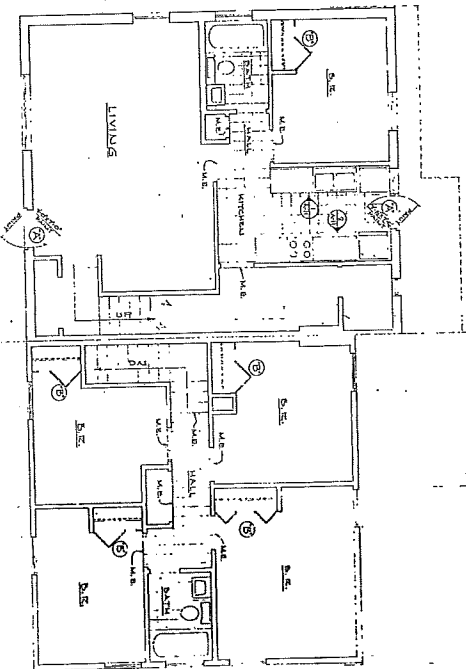
SECOND FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"



FIRST FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"



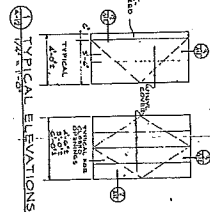
SECOND FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"



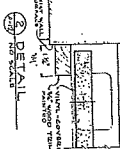
FIRST FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"

SECOND FLOOR
BEDROOM UNIT
SCALE: 1/8" = 1'-0"

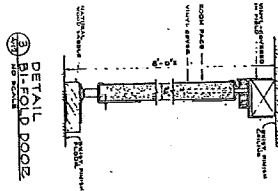
NOTE:
1. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CARPETING.
2. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH WALL PAPER.
3. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CEILING PAPER.
4. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH FLOOR PAPER.



TYPICAL ELEVATIONS



DETAIL
WINDOW



DETAIL
BI-FOLD DOOR

- NOTES:
1. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CARPETING.
 2. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH WALL PAPER.
 3. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CEILING PAPER.
 4. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH FLOOR PAPER.
 5. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH DOOR PAPER.
 6. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH WINDOW PAPER.
 7. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CURTAIN PAPER.
 8. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH BLIND PAPER.
 9. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH SHUTTER PAPER.
 10. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH LAMINATE PAPER.
 11. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH VENEER PAPER.
 12. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH GLASS PAPER.
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 25. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH EMERALD PAPER.
 26. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH RUBY PAPER.
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 28. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH PEARL PAPER.
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 30. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH JADE PAPER.
 31. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH AGATE PAPER.
 32. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH ONYX PAPER.
 33. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH MALACHITE PAPER.
 34. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH JASPER PAPER.
 35. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH LABRADORITE PAPER.
 36. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH SUNSTONE PAPER.
 37. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH MOONSTONE PAPER.
 38. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH STARSTONE PAPER.
 39. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH RAINBOW PAPER.
 40. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH FIRE PAPER.
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 42. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH WIND PAPER.
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 57. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH JANUS PAPER.
 58. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH VEGETA PAPER.
 59. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH FERTILITAS PAPER.
 60. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH ABUNDANTIA PAPER.
 61. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CERE PAPER.
 62. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH CERES PAPER.
 63. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH DIANA PAPER.
 64. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH LUNA PAPER.
 65. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH MINERVA PAPER.
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 98. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH MINERVA PAPER.
 99. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH PALLAS PAPER.
 100. ALL ROOMS AND BATHS ARE TO BE FINISHED WITH ATHENA PAPER.

CREST MANOR

112

FLOOR PLANS

112

CREST MANOR

112

FLOOR PLANS

112

1606

REAR PORCH

REAR PATIO

KITCHEN

DINING ROOM

LIVING ROOM

BED ROOM

BATH

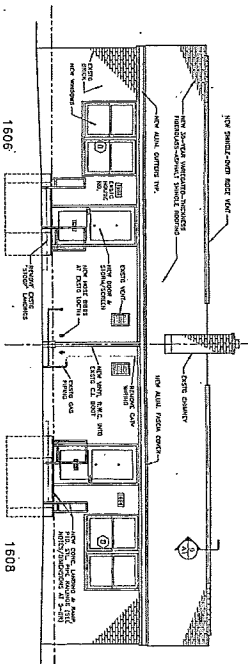
CLOSET

FRONT PORCH

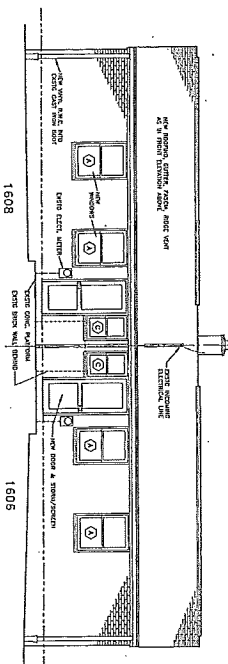
FRONT PATIO

1606

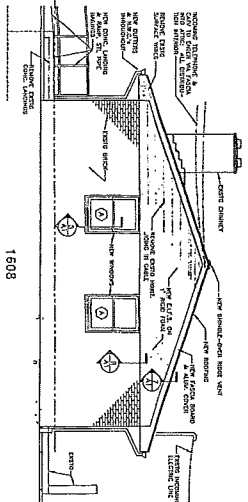
1-BEDROOM UNITS: FRONT (EAST) ELEVATION
SCALE: 1/4" = 1'-0"



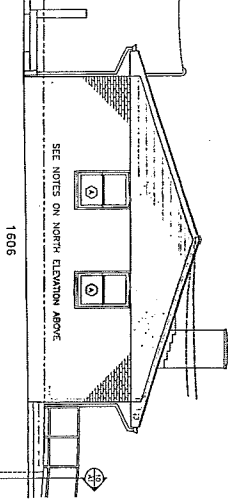
3
A2 1-BEDROOM UNITS: REAR (WEST) ELEVATION
SCALE: 1/4" = 1'-0"



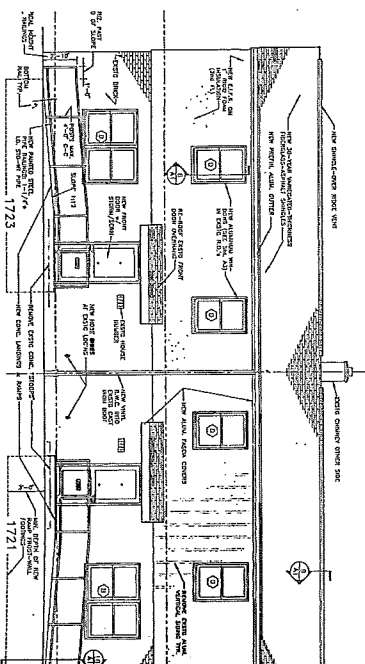
2 1-BR: RIGHT SIDE (NORTH) ELEVATION
SCALE: 1/4" = 1'-0"



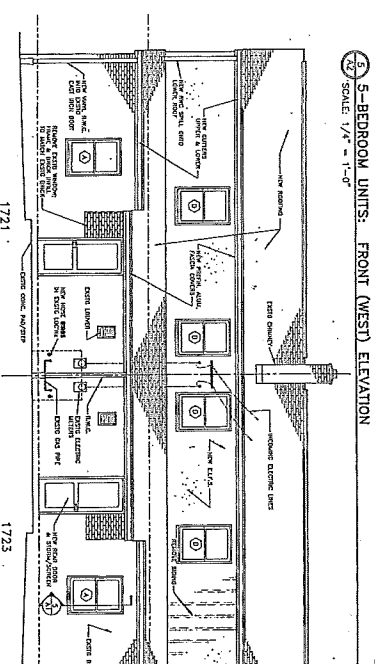
4 1-BR: LEFT SIDE (SOUTH) ELEVATION
2 SCALE: 1/4" = 1'-0"



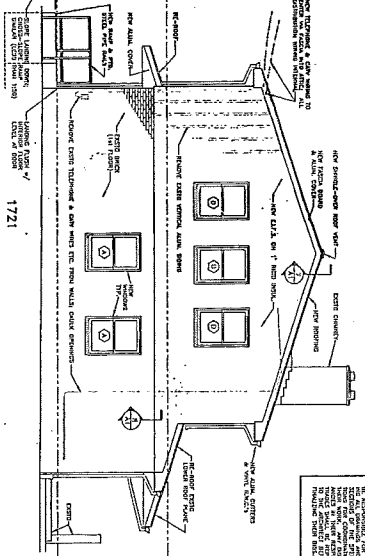
5 5-BEDROOM UNITS: FRONT (WEST) ELEVATION
SCALE: 1/4" = 1'-0"



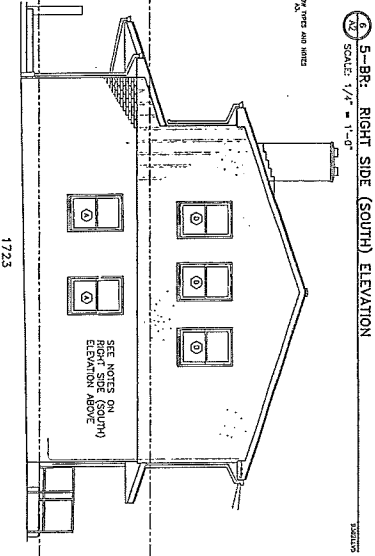
7 5-BEDROOM UNITS: REAR (EAST) ELEVATION
SCALE: 1/4" = 1'-0"



6
N
5-BR: RIGHT SIDE (SOUTH) ELEVATION
SCALE: 1/4" = 1'-0"



5-BR: LEFT SIDE (NORTH) ELEVATION

[illegible][illegible]

DOOR TYPES

SCALE: 1/4" = 1'-0"

A

Interior View
Exterior View
Transom
Door Panel
Door Hardware
Door Frame
Door Seal

B

Interior View
Exterior View
Transom
Door Panel
Door Hardware
Door Frame
Door Seal

C

Interior View
Exterior View
Transom
Door Panel
Door Hardware
Door Frame
Door Seal

D

Interior View
Exterior View
Transom
Door Panel
Door Hardware
Door Frame
Door Seal

E

Interior View
Exterior View
Transom
Door Panel
Door Hardware
Door Frame
Door Seal

DOOR FRAME DETAILS

SCALE: 1/4" = 1'-0"

1

Door Panel
Transom
Door Hardware
Door Frame
Door Seal

2

Door Panel
Transom
Door Hardware
Door Frame
Door Seal

3

Door Panel
Transom
Door Hardware
Door Frame
Door Seal

4


Door Panel
Transom
Door Hardware
Door Frame
Door Seal

5

Door Panel
Transom
Door Hardware
Door Frame
Door Seal

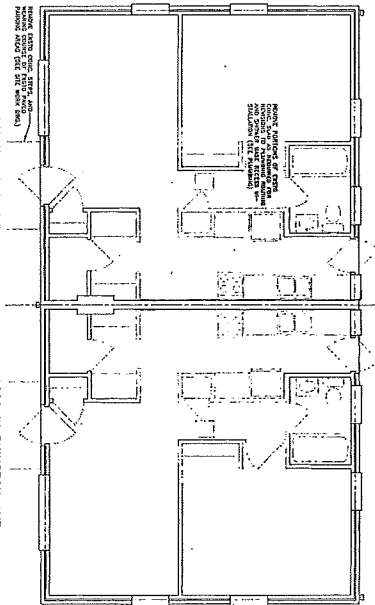
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UNIT MODIFICATIONS for the PHYSICALLY IMPAIRED at
CREST MANOR
 1606-08 WASHINGTON Ave. & 1721-23 PROSPECT Ave.
 ABINGTON TWP., MONTGOMERY CTY., PA
ELEVATIONS, SCHEDULES & DETAILS

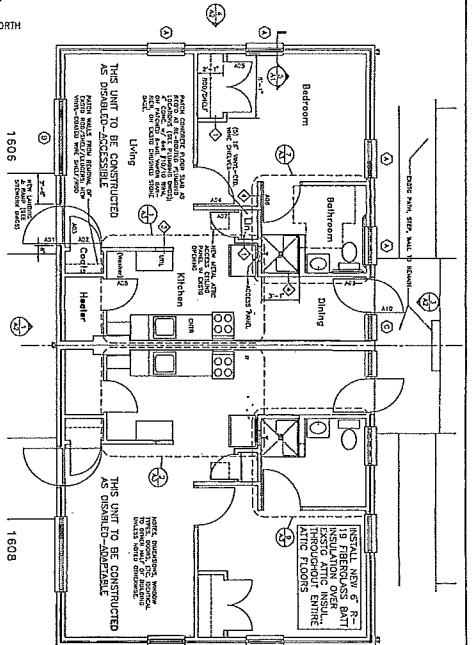


**SCHWAM
ARCHITECTS**

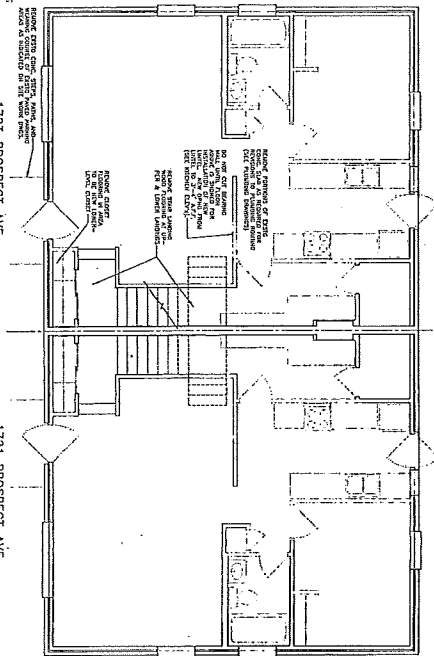
CREST MANOR



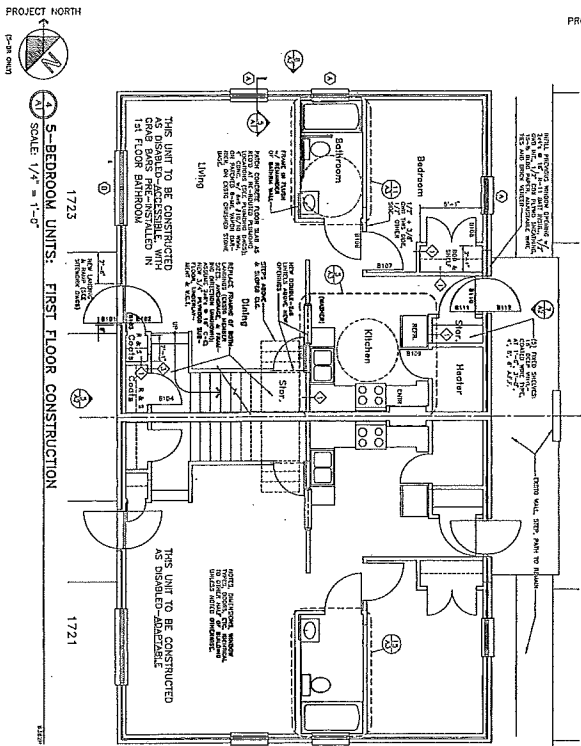
1-BEDROOM UNITS (UNIT #21): DEMOLITION
SCALE: 1/4" = 1'-0"



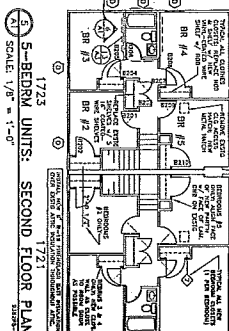
1-BEDROOM UNITS: CONSTRUCTION
SCALE: 1/4" = 1'-0"



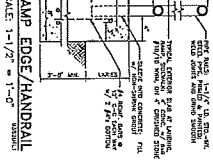
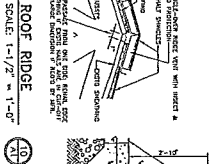
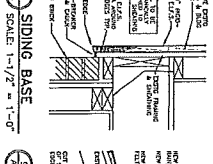
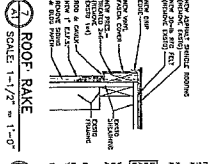
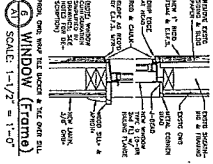
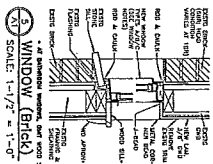
5-BEDROOM UNITS (UNIT #20): FIRST FLOOR DEMOLITION
SCALE: 1/4" = 1'-0"



5-BEDROOM UNITS: FIRST FLOOR CONSTRUCTION
SCALE: 1/4" = 1'-0"



5-BEDROOM UNITS: SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



DEMOLITION NOTES (General):
1. ALL EXISTING PARTITIONS AND WALLS TO BE DEMOLISHED TO EXPOSE FRAMING.
2. ALL EXISTING FLOORS TO BE DEMOLISHED TO EXPOSE SLABS.
3. ALL EXISTING ROOFS TO BE DEMOLISHED TO EXPOSE DECKING.
4. ALL EXISTING MECHANICAL AND ELECTRICAL SYSTEMS TO BE REMOVED.
5. ALL EXISTING PLUMBING AND HEATING SYSTEMS TO BE REMOVED.
6. ALL EXISTING PAINT TO BE REMOVED.
7. ALL EXISTING FINISHES TO BE REMOVED.
8. ALL EXISTING STRUCTURAL ELEMENTS TO BE REMOVED.
9. ALL EXISTING UTILITIES TO BE REMOVED.
10. ALL EXISTING LANDSCAPE TO BE REMOVED.

GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MONTGOMERY COUNTY, PENNSYLVANIA.
2. ALL MATERIALS SHALL BE OF QUALITY AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MONTGOMERY COUNTY, PENNSYLVANIA.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MONTGOMERY COUNTY, PENNSYLVANIA.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF MONTGOMERY COUNTY, PENNSYLVANIA.

PARTITION TYPES:
1. NEW PARTITIONS: 1/2" GYPSUM BOARD ON STUDS.
2. NEW PARTITIONS: 1/2" GYPSUM BOARD ON STUDS.
3. NEW PARTITIONS: 1/2" GYPSUM BOARD ON STUDS.
4. NEW PARTITIONS: 1/2" GYPSUM BOARD ON STUDS.
5. NEW PARTITIONS: 1/2" GYPSUM BOARD ON STUDS.

EXISTING WALLS:
1. EXISTING WALLS: 1/2" GYPSUM BOARD ON STUDS.
2. EXISTING WALLS: 1/2" GYPSUM BOARD ON STUDS.
3. EXISTING WALLS: 1/2" GYPSUM BOARD ON STUDS.
4. EXISTING WALLS: 1/2" GYPSUM BOARD ON STUDS.
5. EXISTING WALLS: 1/2" GYPSUM BOARD ON STUDS.

UNIT MODIFICATIONS for the PHYSICALLY IMPAIRED at
CREST MANOR
1606-08 WASHINGTON Ave. & 1721-23 PROSPECT Ave.
ABINGTON TWP., MONTGOMERY CTY., PA
FLOOR PLANS & MISC. DETAILS

SCHWAM ARCHITECTS
MONTGOMERY INTERIORS PLANNING 8118 OLD YORK ROAD, ELLENDALE, PA 19121 215/351-1229 Fax 215/351-6303

A1
DATE: 02/28/94
DRAWN BY: JTC
CHECKED BY: JTC
SCALE: 1/4" = 1'-0"

Title Report

CREST MANOR

**2231 Hamilton Avenue and Prospect Avenue
Abington Township
NO. 1512294-I**

1/25/2014

ABSTRACT SERVICES AND PRODUCTS
515 Swede Street
Norristown, Pa. 19401

INFORMATION SEARCH

NO. 151294-I

Property of: Montgomery County Housing Authority, a Pennsylvania Non-Profit Corporation:

Premises: 2231 Hamilton Avenue and Prospect Avenue, Abington Township, Montgomery County, Pennsylvania, as being set forth on the attached Schedule "C":

Certifications hereon are based upon the examination of the recorded evidence of the title in the making of appropriate searches for the records. The premises hereon described are subject to liens, encumbrances and objections to title hereinafter set forth. This search does not guarantee title and upon payment of the basic fee, liability hereunder is assured by Abstract Services and Products solely in its capacity as an abstractor for the negligence, mistakes or omissions in the sum not exceeding the amount of search. This search covers the period from **1-1-1920** to date and discloses the following:

1. Receipts for all taxes for the years 2011 to 2013 incl. must be produced. Due for 2014
2014 Assessment: \$1,500,670.00 (exempt) Parcel No. 30-00-26952-00-9
2. Proof to be furnished from the appropriate municipality collection agency that there are no delinquent taxes. (Certification to be produced prior to settlement)
3. Subject to any unfiled Mechanics Liens and Municipal Claims that may be filed for any work done or ordered to be done.
4. Subject to terms and conditions of any unrecorded leases and agreements.
5. **Mortgages: NONE**
6. **Judgments: NONE**
7. Declaration of Trust by and between Montgomery Housing Authority and Public Housing Administration, dated 6-28-1963 and recorded in Deed Book 3219 page 39.
8. Declaration of Trust by and between Montgomery County Housing Authority and United States of America, Secretary of Housing and Urban Development, dated 8-28-2012 and recorded in Deed Book 5846 page 1939. (also covers other premises)
9. Deed of Right of Way by and between Township of Abington and Montgomery County Housing Authority, dated 11-14-1963 and recorded in Deed Book 3317 page 248.

SEARCH COVERS 1/25/2014
By: Abstract Services and Products

Legal Description

SCHEDULE "C" (sheet 1 of 2)

Tract No. 1

SITE A: Description of properties acquired by Montgomery County Housing Authority between Franklin Avenue and Washington Avenue Northeast of Hamilton Avenue, being Lots # 670 to 704 inclusive, 711 to 733 inclusive and the bed of Decatur Avenue (50 feet wide) from Franklin Avenue to Washington Avenue as recently vacated.

ALL THOSE CERTAIN lots or pieces of ground situate in Abington Township, Montgomery County, Pennsylvania.

BEGINNING at a point, said point being formed by the intersection which the Southeasterly side of Franklin Avenue (fifty feet wide) makes with the Northerly side of Hamilton Avenue (fifty feet wide); thence from the first mentioned point and place of beginning and along the said Southeasterly side of Franklin Avenue and crossing the bed of Decatur Avenue (fifty feet wide), as recently vacated, North 44 degrees 05 minutes East 925 feet to a point; thence extending along the Southwesterly line of Lot #705, as shown on plan of Cottage Lots at Willow Grove, South 45 degrees 55 minutes East 100.00 feet to a point, a corner; thence along the rear line of Lots #745 to #734 inclusive South 44 degrees 05 minutes West 300.00 feet to a point, a corner; thence along the Southwesterly line of Lot #734 South 45 degrees 55 minutes East 100.00 feet to a point on the Northwesterly side of Washington Avenue (40 feet wide); thence along the Northwesterly side of Washington Avenue and crossing the bed of Decatur Avenue, as recently vacated, South 44 degrees 05 minutes West 566.44 feet to an angle point; thence still along the side of Washington Avenue South 72 degrees 20 minutes 45 seconds West 66.48 feet to a point on the Northerly side of Hamilton Avenue (50 feet wide); thence along the said Northerly side of Hamilton Avenue North 45 degrees 55 minutes West 168.52 feet to the place of beginning.

The above Legal Description consists of Block 130
Unit 1: (2331 Hamilton Avenue)

BEING the same premises which by various owners in fee and also by Declaration of Taking have granted and conveyed unto Montgomery County Housing Authority by the following Deeds that have been recorded in the Office of the Recorder of Deeds at Norristown, Pennsylvania, viz: Deed Book 3161 page 160, Deed Book 3161 page 163, Deed Book 3179 page 51, Deed Book 3183 page 121, Deed Book 3192 page 87, Deed Book 3203 page 206, Deed Book 3216 page 575, Deed Book 3235 page 1169, Deed Book 3237 page 549 and Deed Book 3244 page 148.

AND ALSO being a part of the vacated portion of "Decatur Avenue", vacated by Abington Township on 9-13-1962 Ordinance Number #1080.

SCHEDULE "C" (sheet 2 of 2)

Tract No. 2

SITE B: Description of property having 276.83 feet on the Southeastly side of Prospect Avenue (50 feet wide) 125 feet Northeast of the Northeastly side of Rubicon Avenue (50 feet wide). Being that portion of "Vase" property conveyed to the proposed housing site.

ALL THAT CERTAIN lot or piece of ground situate in Ward 5, Abington Township, Montgomery County, Pennsylvania.

BEGINNING at a point on the Southeastly side of Prospect Avenue (50 feet wide), said point being at the distance of 125.00 feet measured North 44 degrees 05 minutes East from the intersection which the said Southeastly side of Prospect Avenue makes with the Northeastly side of Rubicon Avenue (50 feet wide); thence from the first mentioned point and place of beginning and along the said Southeastly side of Prospect Avenue North 44 degrees 05 minutes East 276.83 feet to a point a corner; thence extending along the line of land of other adjoining to the Northeast South 71 degrees 46 minutes East 88.02 feet to an angle point; thence extending South 67 degrees 14 minutes East 49.15 feet to a point; thence extending through land of which this was a part South 44 degrees 05 minutes West 333.00 feet to a point; thence extending partly along the rear line of Lot No. 751 and along the rear line of Lots No. 752 to No. 758 inclusive, as shown on plan of cottage lots at Willow Grove, North 45 degrees 55 minutes West 125.00 feet to the place of beginning.

The above legal description consists of Block 127
Unit 54: (Prospect Avenue)

BEING the same premises which Gustav F. Vass, widower, by Deed dated 5-7-1961 and recorded 7-27-1961 at Norristown, Pennsylvania in Deed Book 3182 page 74, granted and conveyed unto Montgomery County Housing Authority, in fee.

BEING as to Tract Number 1 and Tract Number 2 hereon
Parcel Number 30 00 26952 00 9 for both tracts.

8

08/29/2012 03:08:25 PM

DEED BK 5846 PG 01940

MONTGO

1939

RECORDER OF DEEDS
MONTGOMERY COUNTY

151294
151295
151296

2012 AUG 29 PM 2:24

Prepared by: Justin M. O'Donoghue, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

*Del. Lot B168
Asyfr. Unit B130
Possibly B127, I don't
know who crossed the
lyal out.*

Return to: Same

Parcel Number: 54-00-04132-00-8
54-00-11008-00-8
30-00-26952-00-9

DECLARATION OF TRUST

MONTGOMERY COUNTY HOUSING AUTHORITY

To

**UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN
DEVELOPMENT**

**104 W. Main Street
Norristown, Pennsylvania 19401**

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
30-00-26952-00-9 ABINGTON
2231 HAMILTON AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 130 U 001 L 5916 DATE: 08/29/2012 JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-11008-00-8 UPPER DUBLIN
LOGAN AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 088 U 001 L 5910 DATE: 08/29/2012 JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-04132-00-8 UPPER DUBLIN
CHELSEA AVE
MONTGOMERY COUNTY HOUSING AUTHORITY \$10.00
B 088 U 040 L 5910 DATE: 08/29/2012 JO

*Rec 8/29/12
5846-1939*

12

Declaration of Trust

(Public Housing Modernization Grant Projects)

U.S. Department of Housing
and Urban Development
Office of Public and Indian HousingOMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) Montgomery County Housing Authority
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) Commonwealth of Pennsylvania, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) 11/30/1995, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) 08/03/2011, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) Upper Dublin Township and Abington Township, Montgomery County, Pennsylvania which will provide approximately (6) 90 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) PA26P01250111 and individual projects as follows:

Project No. (8)	<u>PA012004005 (PA-12-4)</u>	with approximately	<u>50</u>	dwelling units,
Project No. (8)	<u>PA012004005 (PA-12-5)</u>	with approximately	<u>40</u>	dwelling units, and
Project No. (8)		with approximately		dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

the Township of Upper Dublin and the Township of Abington, Montgomery County, Pennsylvania

To Wit: (Insert legal description for each individual project.) (10)

See Exhibits A and B attached hereto

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) 08/28/2012.

(Seal)

(1, see instructions)

By [Signature] Chairperson
Attest [Signature] Secretary
Date (mm/dd/yyyy) 08/28/2012

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the 28th day of AUGUST, 2012, before me, the undersigned officer, personally appeared **John F. Nugent, III**, who acknowledged himself to be the Chairman of the Montgomery County Housing Authority, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karen Wallak
Notary Public

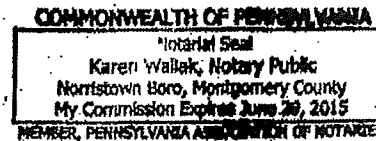


EXHIBIT A
12-4TRACT NO. 1

All that certain tract of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania as indicated on Property Line Map prepared by G. Raymond Weir, Registered Professional Engineer, for the Montgomery County Housing Authority, dated October 9, 1950 and designated Project Pa-12-4, Plan No. 214-A, described as follows, to wit:

BEGINNING at a point on the Southeasterly side of Logan Avenue (50 feet wide) which point is the intersection of the Southeasterly side of Logan Avenue with the Northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Logan Avenue North 43 degrees 23 minutes East 350 feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point on the Northwestern side of Linden Avenue (50 feet wide); thence along said side of Linden Avenue South 43 degrees 23 minutes West 350 feet to a point on the Northeasterly side of Walnut Avenue; thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to the first mentioned point and place of Beginning.

TRACT NO. 2

All that certain tract of land situate in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania, as indicated on Property Line Map prepared by G. Raymond Weir, Registered Professional Engineer for the Montgomery County Housing Authority, dated October 9, 1950 and designated Project Pa-12-4, Plan No. 214-A, described as follows, to wit:

BEGINNING at a point the intersection of the Northwestern side of Chelsea Avenue (50 feet wide) with the northeasterly side of Walnut Avenue (50 feet wide); thence along said side of Walnut Avenue North 46 degrees 37 minutes West 220 feet to a point on the Southeasterly side of Linden Avenue (50 feet wide);

Relax 68
Went 1, 2, 3
16, 17, 18

Relax 68
Went 19, 20, 21, 22
28, 29, 40, 41

thence along said side of Linden Avenue North 43 degrees 23 minutes East 250 feet to a point; thence South 46 degrees 37 minutes East 220 feet to a point on the Northwesterly side of Chelsea Avenue; thence by said side of Chelsea Avenue South 43 degrees 23 minutes ^{West} 250 feet to the first mentioned point and place of Beginning.

EXHIBIT B
PA-12-5

SITE A: Description of properties acquired by Montgomery County Hearing Authority between Franklin Avenue and Washington Avenue Northeast of Hamilton Avenue, being Lots # 670 to 704 inclusive, 711 to 733 inclusive and the bed of Decatur Avenue (50 feet wide) from Franklin Avenue to Washington Avenue as recently vacated.

ALL THOSE CERTAIN lots or pieces of ground situate in Abington Township, Montgomery County, Pennsylvania.

BM 130 west

BEGINNING at a point, said point being formed by the intersection which the Southeasterly side of Franklin Avenue (fifty feet wide) makes with the Northeasterly side of Hamilton Avenue (fifty feet wide); thence from the first mentioned point and place of beginning and along the said Southeasterly side of Franklin Avenue and crossing the bed of Decatur Avenue (fifty feet wide), as recently vacated, North 44 degrees 05 minutes East 925 feet to a point; thence extending along the Northwestery line of Lot #705, as shown on plan of Cottage Lots at Willow Grove, South 45 degrees 55 minutes East 100.00 feet to a point, a corner; thence along the rear line of Lots #745 to #734 inclusive South 44 degrees 05 minutes West 300.00 feet to a point, a corner; thence along the Southwestery line of Lot #734 South 45 degrees 55 minutes East 100.00 feet to a point on the Northwestery side of Washington Avenue (40 feet wide); thence along the Northwestery side of Washington Avenue and crossing the bed of Decatur Avenue, as recently vacated, South 44 degrees 05 minutes West 566.44 feet to an angle point; thence still along the side of Washington Avenue South 72 degrees 20 minutes 45 seconds West 66.48 feet to a point on the Northeasterly side of Hamilton Avenue (50 feet wide); thence along the said Northeasterly side of Hamilton Avenue North 45 degrees 55 minutes West 168.52 feet to the place of beginning.

CONTAINING 3.53715 acres.

SITE B: Description of property having 276.83 feet on the Southeastery side of Prospect Avenue (50 feet wide) 125 feet Northeast of the Northeasterly side of Rubicon Avenue (50 feet wide). Being that portion of "Vase" property conveyed to the proposed housing site.

ALL THAT CERTAIN lot or piece of ground situate in Ward 5, Abington Township, Montgomery County, Pennsylvania.

BM 127 west

BEGINNING at a point on the Southeastery side of Prospect Avenue (50 feet wide), said point being at the distance of 125.00 feet measured North 44 degrees 05 minutes East from the intersection which the said Southeastery side of Prospect Avenue makes with the Northeasterly side of Rubicon Avenue (50 feet wide); thence from the first mentioned point and place of beginning and along the said Southeastery side of Prospect Avenue North 44 degrees 05 minutes East 276.83 feet to a point a corner; thence extending along the line of land of other adjoining to the Northeast South 71 degrees 46 minutes East 88.02 feet to an angle point; thence extending South 67 degrees 14 minutes East 43.15 feet to a point; thence extending through land of which this was a part South 44 degrees 05 minutes West 333.05 feet to a point; thence extending partly along the rear line of Lot No. 753 and along the rear line of Lot No. 752 to the bed of Decatur Avenue as shown on plan of cottage lots at Willow Grove, North 45 degrees 55 minutes West 125.00 feet to the place of beginning.

CONTAINING 0.6750 acres.

Appendix E: Background on MCHA Real Estate Portfolio

Background on MCHA Real Estate Portfolio

The MCHA maintains, owns and operates sites as indicated below. All properties have benefited from regular capital improvements over the years:

Residential High Rise Developments

- **Golden Age Manor** – An occupied 5-story building built in 1971 with 85 units (51-0 bedroom (BR) and 34-1 BR) located at 400 Walnut Street, Royersford, Pennsylvania, (Royersford Borough) designed for income eligible, elderly and disabled.
- **Robert P. Smith Towers** – An occupied 9-story building built in 1972 with 80 units (48-0 BR and 32-1 BR) located at 501 East High Street, Pottstown, Pennsylvania, (Borough of Pottstown) designed for income eligible, elderly and disabled.
- **Marshall Lee Towers** – An occupied 9-story building built in 1974 with 80 units (48-0 BR and 32-1 BR) located at One West Third Avenue, Conshohocken, Pennsylvania, (Borough of Conshohocken) designed for income eligible, elderly and disabled.
- **Sidney Pollock House** – An occupied 9-story building built in 1984 with 102 units (62-0 BR and 40-1 BR) located at 450 East High Street, Pottstown, Pennsylvania (Borough of Pottstown), designed for income eligible, elderly and disabled.

Each high rise has administrative management offices, private and public restrooms, a community room and kitchen, laundry facility, maintenance, mechanical and trash areas located on the lower level.

Residential Townhouse/ Duplex Developments

- **Bright Hope (Estates) Community** - Occupied general occupancy development built in 1944 with 2-story row residential dwelling structures, 100 units (19-1 BR, 63-2 BR, 12-3 BR, and 6-4 BR) serving income eligible households, located at 467 West King Street, Pottstown, Pennsylvania in the Borough of Pottstown. In the early 1990s, the property received extension renovation.
- **Bright Hope (Manor) Community** – Occupied general occupancy development built in 1953 with 2-story row residential dwelling structures, 78 units (16-1 BR, 42-2 BR, 14-3 BR, and 6-4 BR) serving income eligible households located at 467 West King Street, Pottstown, Pennsylvania in the Borough of Pottstown. In the early 1990 the property received extensive renovation including the demolition of 20 units leaving the remaining 78 to be occupied.

The additional buildings located on the Bright Hope Community site are as follows: Office building with administrative management offices, private and public restrooms, community room and kitchen, lunch room, and maintenance offices, a laundry facility and pantry, maintenance garages, and storage areas.

- **North Hills Manor** – See RFP for detail.
- **Crest Manor** – See RFP for detail.

Main Office

MCHA Cherry Court – Occupied 2-story office building with basement located at 104 West Main Street, Norristown, Pennsylvania. Substantial rehabilitation was performed in 2003, approximately 9,900 SF per floor.

Appendix F: Certifications and MBE/WBE/ Section 3 Participation Goals

CERTIFICATIONS OF FIRMS SUBMITTING PROPOSALS

I, _____, state that I am _____(TITLE) of _____(COMPANY) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the contents of the Company's proposal and based upon my personal knowledge, I state that the following representations are true and correct:

1. Contingent Fee Representation and Agreement

- a. The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
 1. ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
 2. ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- b. If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the MCHA Contracting Officer.
- c. Any misrepresentation by the bidder/offeror shall give the MCHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

- a. ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- b. ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- c. ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

☐ Hispanic Americans ☐ Native Americans ☐ Asian Indian Americans

[] Hasidic Jewish Americans [] Black Americans [] Asian Pacific Americans

3. Certificate of Independent Price Determination

- a. The bidder/offeror certifies that-
 1. The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 2. The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 3. No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- b. Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 1. Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 2. (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization),

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- c. If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is

defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

1. Award of the contract may result in an unfair competitive advantage;
 2. The Contractor's objectivity in performing the contract work may be impaired; or
 3. That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- b. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the MCHA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The MCHA may, however, terminate the Contract for the convenience of MCHA if it would be in the best interest of MCHA.
- c. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the MCHA, the MCHA may terminate the Contract for default.
- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the MCHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

6. Debarment

Neither the company, nor the president/owner of the company, nor any member of the company is now or has ever been placed on any, state, or federal debarment list as a result of work performed on county, state, or federal projects.

If this representation is not correct, then this statement must be stricken from the submitted form and a statement explaining the circumstances surrounding the debarment and the current status of the debarment must be attached to the proposal.

7. Non Compliance/ Default

Neither the company, nor the president/owner of the company, nor any member of the company has ever had an incident of non-compliance or default in any public housing, mixed finance or HOPE VI transaction by the Respondent, its affiliates or assigns. State whether HUD has debarred any individual or the firm.

If this representation is not correct, then this statement must be stricken from the submitted form and a statement explaining the circumstances surrounding the non-compliance or default and the current status of the non-compliance or default must be attached to the proposal.

8. Pending Legal Actions

There are no pending any legal actions (arbitration, mediation or other alternative dispute resolution) or litigation matters against the firm or person(s) to be assigned to this account, nor have there been any such legal actions or litigation matters against the firm or person(s) to be assigned to this account with the last three (3) years.

If this representation is not correct, then this statement must be stricken from the submitted form and a statement explaining the circumstances surrounding the legal action and the status of the legal action must be attached to the proposal.

9. Civil Rights

The Company hereby certifies that it operates in full compliance with all applicable civil rights and nondiscrimination statutes, executive orders, rules and regulations.

I state that _____ (COMPANY) understands and acknowledges that the above representations are material and important, and will be relied on the Montgomery County Housing Authority in awarding the contract(s) for which this Proposal and Certification are submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Montgomery County Housing Authority of the true facts relating to the submission of bids for this contract.

(Signature)

(Name Typed)

(Title)

(Date)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

BY: _____

TITLE: _____

MY COMMISSION EXPIRES _____, 20____

MINORITY, WOMEN AND SECTION 3 PARTICIPATION GOALS

Consistent with the MCHA's Procurement Policy and with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968, the MCHA aspires to ensure that Minority Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs") and Section 3 Businesses are provided maximum opportunity to participate in the MCHA's procurement process.

As such, the MCHA has established goals for MBE/WBE and Section 3 participation in the procurement of a Development Partner (RFP issued *Month, Day, 2014*), its team and any procurement (by Development Partner and/or the MCHA), resulting from the engagement of the Development Partner for the stated project(s). Participation goals are the following:

MBE/WBE and Section 3 Goals	
MBE	10% of the total contracted dollar amount (building trades contracts, non-building trades contracts and professional contracts)
WBE	6% of the total contracted dollar amount (building trades contracts, non-building trades contracts and professional contracts)
Section 3	10% of the total contracted dollar amount of contracts

Should any financing be achieved for this project(s) that requires more stringent goals or minimum participation requirements, those requirements must be upheld as well.

The MCHA requires that the Development Partner exerts best efforts to meet these goals through the creation an attainable MBE/WBE outreach and engagement strategy, the implementation of which documents, at minimum, certain levels of solicitation to MBE/WBE firms. Quarterly MBE/WBE/Section 3 status reports will be required documenting the extent of the solicitation efforts and the success in meeting the goals outlined above.

For these purposes,

- A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
- A **women's business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
- A **"Section 3 business concern"** is as defined under **24 CFR Part 135** and attached.

SECTION 3 BUSINESS CONCERNS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This provides special consideration for qualified Section 3 Business Concerns, in addition to training, employment, and business opportunities, if feasible, for lower-income residents, as defined by HUD, of the Section 3 covered area as explained in the Equal Opportunity for Business and Lower Income Persons clause found in the General Conditions of the Contract for Construction.

(a) Definitions. As used in this provision:

“Section 3 Covered Area” is the Metropolitan Statistical Area where the work will be performed. For purposes of this contract the Section 3 covered area will be the Philadelphia Metropolitan Statistical Area which includes Montgomery, Chester, Bucks, Philadelphia and Delaware counties.

“Section 3 Resident” is a public housing resident, or an individual who resides in the Philadelphia Metropolitan Statistical Area who is considered to be a low or very low income person. For an individual to be considered a low or very low income person their total family income must fall below the limits shown on the following income chart.

FAMILY SIZE	1	2	3	4	5	6	7	8
LOW (FY 2014)	\$44,150	\$50,450	\$56,750	\$63,050	\$68,100	\$73,150	\$78,200	\$83,250

“Section 3 Business Concern” is any business owned 51% or more by Section 3 Residents; or a business whose permanent/temporary/seasonal, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or a business who can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in this paragraph.

(b) Order Of Providing Preference

If your business qualifies as a Section 3 Business Concern, you are to certify to what preference category your business falls under:

Category 1 Business concerns are businesses who are owned 51% or more by Section 3 Residents who reside in the Montgomery County Housing Authority (MCHA) public housing development where the work is being performed; or whose permanent/temporary/seasonal, full-time employees include persons, at least 30% of whom are Section 3 Residents who reside in the Montgomery County Housing Authority (MCHA) public housing development where the work is located; or who can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns who fall under this category.

Category 2 Business concerns are businesses who are owned 51% or more by Section 3 Residents who reside in other public housing developments managed by the MCHA; or whose permanent/temporary/seasonal, full-time employees include persons, at least 30% of whom are Section 3 Residents who reside in other public housing developments managed by the MCHA; or a business who can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns who fall under this category.

Category 3 Business concerns are businesses who utilize participants from a HUD Youthbuild Program; or a business who can provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns who fall under this category.

Category 4A Business concerns are businesses who are owned 51% by Section 3 Residents who reside in Montgomery County and fall under the low income limit provided; or whose permanent/temporary/seasonal, full-time employees

include persons, at least 30% of whom are Section 3 Residents who reside in Montgomery County and fall under the low income limit provided; or who subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns who fall under this category.

Category 4B Business concerns are businesses who are owned 51% by Section 3 Residents who reside in the remaining counties of the Philadelphia Metropolitan Statistical Area (Bucks, Chester, Philadelphia and Delaware counties) and fall under the low income limit provided; or whose permanent/temporary/seasonal, full-time employees include persons, at least 30% of whom are Section 3 Residents who reside in the remaining counties of the Philadelphia Metropolitan Statistical Area (Bucks, Chester, Philadelphia and Delaware counties) and fall under the low income limit provided; or who subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns who fall under this category.

(c) Eligibility For Contracting Preference

A Section 3 Business Concern Certification form is included in this request and must be signed and notarized to take advantage of the contracting preference. At any time, the Business concern may be requested to submit evidence to support its certification.

___ **CHECK HERE** IF NOT SECTION 3 QUALIFIED AND INCLUDE WITH YOUR PROPOSAL

CERTIFICATION OF SECTION 3 BUSINESS CONCERN

COMMONWEALTH OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, this day personally appeared _____, to me known,
(NAME)

being duly sworn according to law, deposes and says that he/she is _____
(PRESIDENT, OWNER, ETC.)

of said _____; whose business address is _____.
(NAME OF COMPANY) (BUSINESS ADDRESS)

_____ acknowledges after having familiarized himself/herself with the true
(NAME)

and correct definitions of Section 3 Resident and Section 3 Business Concern, which were provided by the Montgomery County Housing Authority, found in the Special Conditions of the Owner, Section 3 Business Concerns, as found in the Federal Regulations at Part 135 Economic Opportunities for Low and Very Low Income Persons; hereby certifies that:

(CHECK ALL THAT APPLY)

___ (a.) his/her company is owned 51% or more by Section 3 Residents of the Philadelphia Metropolitan Statistical Area. (CIRCLE WHICH APPLIES) Category 1 2 3 4A 4B

___ (b.) his/her permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 Residents of the Philadelphia Metropolitan Statistical Area, or within three years of the date of first employment with the business concern were Section 3 Residents of the Philadelphia Metropolitan Statistical Area. (CIRCLE WHICH APPLIES) Category 1 2 3 4A 4B

___ (c.) he/she can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraph (a.) or (b.). (CIRCLE WHICH APPLIES) Category 1 2 3 4A 4B

He/She is also aware that the aforementioned certification must be supported with proof of such to the Montgomery County Housing Authority when requested.

Signature

Sworn to and before me this _____ day of _____, 200_____.

Notary Public

WARNING: Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Departments or Agencies of the United States.

EQUAL EMPLOYMENT OPPORTUNITY/SECTION 3 CLAUSE

FOR ALL WORK PERFORMED UNDER CONTRACT WITH THE MONTGOMERY COUNTY HOUSING AUTHORITY, IN ORDER TO INSURE EQUAL EMPLOYMENT OPPORTUNITY AND EQUAL OPPORTUNITY FOR BUSINESSES AND LOWER INCOME PERSONS ALL CONTRACTORS AND SUBCONTRACTORS AGREE AS FOLLOWS:

The Contractor/Subcontractor/Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

The Contractor/Subcontractor/Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

The Contractor/Subcontractor/Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor/Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

The Contractor/Subcontractor/Offeror shall to the greatest extent feasible, furnish opportunities for training and employment to lower income residents of the Montgomery County Housing Authority and to other low income residents of the project area; and that contracts for work in connection with the project be awarded to business concerns which are owned in substantial part by lower income residents of the project area, to business concerns who employ (at least 30%) lower income residents of the project area, or to business concerns who subcontract at least 25% with other businesses that are considered Section 3 qualified.

The Contractor/Subcontractor/Offeror shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, this plan advising the labor union or workers' representative of its commitments under these Equal Employment Opportunity and Section 3 clauses, and post copies of this notice in conspicuous places available to employees and applicants for employment.

The Contractor/Subcontractor/Offeror shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor; and with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR part 135 and all applicable rules and orders of the Department issued thereunder. All parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. All information and reports required shall be furnished by the Contractor/Subcontractor/Offeror and they shall permit access to its books, records, and accounts by the Secretaries and their representatives for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of a determination that the Contractor/Subcontractor/Offeror is not in compliance with these clauses, or any rule, regulation, or order, their contract with the Montgomery County Housing Authority may be canceled, terminated, or suspended in whole or in part, and the Contractor/Subcontractor/Offeror may be declared ineligible for further Government or Federally assisted contracts.

The Contractor/ Subcontractor/Offerer shall include the terms and conditions of these clauses in every subcontract or purchase order, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor/Offeror shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor/Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor/Subcontractor/Offeror may request the United States to enter into the litigation to protect the interests of the United States.

The Contractor/Subcontractor/Offeror will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations issued by the Secretary of Labor and the Secretary of Housing and Urban Development.



Development Partner Request for Proposals Addendum Number 1 Issued April 29, 2014

Development Partner Request for Proposals Addendum #1 (14 Pages with 2 Attachments)

Attachment A: Resolution No. 14-2153 of the Upper Dublin Board of Commissioners –
Regarding Land Transfer (2 pages)

Attachment B: Pre-Proposal Meeting Sign-In Sheets (3 pages)

This addendum shall be incorporated in and become part of the Request for Proposal documents.
Please include a copy of the signed Addendum Cover Sheet in the proposal or the proposal may be
found nonresponsive.

Name of Firm: _____

Signature: _____

Date: _____



ADDENDUM #1

TO: Prospective Responders

RFP: Development Partner Request for Proposals

DATE OF ISSUE: **RFP Issuance - April 2, 2014**
Addendum #1 Issuance – April 29, 2014

ISSUED BY: Montgomery County Housing Authority (“MCHA”)

1. Pre-Proposal Meeting. Per the RFP, a pre-proposal meeting was held on Friday, April 11, 2014. Representatives from the MCHA, including the MCHA’s Executive Director, Director of Development, Facilities Manager, and Development Manager were present. The following Addendum represents information reviewed during that meeting, additional points of interest, as well as a summary of inquiries and responses.

2. Overview of Scope.

North Hills Manor. A review of Section III. A. of the RFP was provided including unit count, occupancy rate and MCHA’s goals for North Hills Manor. The importance of decreasing the burden of relocation on residents and on the Development Partner was underscored.

The land transfer plan outlined in Section III of the RFP was presented. The MCHA emphasized that the current concept includes five (5) parcels of land to consider when planning for North Hills Manor replacement units as well as community amenities. It illustrated those parcels on an image which was duplicated from page III-10 of the RFP.

Upper Dublin Township’s significant commitment to this plan was also outlined and its Resolution Number 14-2153 regarding the development of North Hills was referenced. The resolution is included in this Addendum as Attachment A.

A tour of North Hills Manor and community amenities including a one bedroom, a two bedroom and a four bedroom unit was conducted.

Crest Manor. A review of Section III. B. of the RFP was provided including unit count, occupancy rate and MCHA’s goals for Crest Manor. The importance of creating a plan which allows for rehabilitation during occupancy was underscored. A tour of Crest Manor units and community amenities took place including a one bedroom, a three bedroom and an accessible five bedroom unit.

3. **Unit Condition and Capital Needs.** The units toured at both North Hills Manor and Crest Manor were selected due to the ease of visitation. Given the number of visitors passing through the unit, MCHA needed to show units which could accommodate those tours. **The condition of these units is not necessarily representative of the condition of all of the units at each property.**

The MCHA contracted with an independent firm to conduct a capital needs assessment which was completed in 2011. Based upon a) the results of that study, b) work that has been performed and c) needs that have arisen since date of completion, the MCHA estimates the following capital need for each property.

Property	Per Unit Estimated Need		
	Immediate (Years 1 to 3)	Years 1 to 10	Years 1 to 20
North Hills Manor	\$50,000	\$61,000	\$80,000
Crest Manor	\$27,000	\$53,000	\$80,000

Much of this cost is due to systemic needs. In addition, as stated in the RFP, North Hills Manor has no accessible units and the accessibility features of Crest Manor are likely not consistent with current guidelines, standards and regulations.

Considering these capital needs, as well as the social dynamic which is different for each site, the MCHA expects that the Respondent would likely propose to demolish North Hills Manor and substantially rehabilitate Crest Manor. Should the Respondent have a different plan, it should clearly state the plan and justify it in its response to the RFP.

Additionally, the MCHA expects that the Development Partner and its team of qualified professionals will make its own and independent determination of capital needs, once engaged. The numbers noted above are intended to provide the Respondent with an outline for scope, however, should not be specifically relied upon moving forward.

4. **Community Context and Involvement.**

Context. MCHA presented community context in that both Crest Manor and North Hills Manor are located in solid, mixed income, home ownership neighborhoods, with accessible public transportation and within excellent school districts. It emphasized that this is not a typical urban, public housing revitalization which is often transformed into a mixed income community. Here the mixed income community exists and the goal is that the affordable units be better physically integrated into it.

Community Involvement. Community meetings were held on March 18, 2014 with the North Hills Community and on March 31, 2014 with the Crest Manor Community. Montgomery County Commissioner Chairman Josh Shapiro led both meetings. Also, presenting in their respective townships, were President Ira Tackel of Upper Dublin Township Board of Commissioners and President Wayne Luker of Abington Township Board of Commissioners. Feedback has been generally positive.

Representations were made at each community meeting that a Development Partner would likely be selected in June 2014 and that the development team would subsequently solicit community input throughout the remainder of the year. As such, and as described in the RFP, the community must be

involved in the planning for the new development and amenities in North Hills and the improvements at Crest Manor.

- 5. Development Partner's and MCHA's Role.** The MCHA called attention to Section IV of the RFP which outlines the roles, responsibilities of each party and the desired business terms of the MCHA. Generally speaking, the MCHA stated that it is looking for a Development Partner who is willing to work in a collaborative partnership with the MCHA, but affirmed that the MCHA will expect the Development Partner to lead in what it does best. It explained that the MCHA believes the benefit of doing development at this time in the LIHTC's history, is that developers know how to do it successfully. The MCHA expects the resulting units to function efficiently, meet or exceed all required accessibility guidelines and standards, be pedestrian friendly, LEED certified and meet a high design standard, as per the RFP.

MCHA's Development Team. The MCHA explained that, as an organization, it is new to development, but its Executive Staff and several of its board members are quite experienced both in the industry of affordable housing development and in the community in which its properties are located. As outlined in the RFP in Section IV. D., the MCHA's Development team consists of its Executive Director and its Development Director with a combined 38 years of experience in development. The MCHA's development advisors and legal counsel, TAG, Inc, Klein Hornig LLP and Wisler Pearlstine, LLP, likewise have extensive experience in affordable housing development generally and public housing mixed finance development in particular.

- 6. Right to Return and One to One Replacement.** The MCHA committed to its current residents at the community meetings that they will have the right to the new homes in North Hills and to remain at Crest Manor after renovation, if they meet the following conditions as of a to-be-determined future date:

- Income Eligible under the financing guidelines of the new program (i.e. 60% AMI)
- Resident in Good Standing at that time.

The MCHA has committed to the residents that at least the same number of units will be replaced at North Hills Manor and that the number of units will not decrease at Crest Manor; however, it stated that the number of unit types may vary from existing.

- 7. Current North Hills Manor and Crest Manor Resident Composition.** In general, the resident population is comprised of female headed households, many of whom have family living at North Hills Manor and/or Crest Manor and several who have grown up in either property. The majority are between age of 30 and 59, with 20 to 28% between the ages of 59 and 86. Currently, only one household at each property would not be income eligible under current tax credit income eligibility guidelines.

8. Availability of Project Based Vouchers and RAD Vouchers.

RAD. As the RFP states, in December 2013, the MCHA submitted a portfolio wide Rental Assistance Demonstration (RAD) application to HUD to increase options for financing structures. The MCHA is currently on HUD's wait list with no reasonable expectation of a pending award. Accordingly, the MCHA recommends that the developers not rely upon RAD financing in their response to this RFP, but be sufficiently flexible should it be achieved at a future date.

Project Based Vouchers. As stated in the RFP, the MCHA hopes to make available project-based rental assistance for up to 100% of units at North Hills Manor and Crest Manor, subject to HUD approval and funding availability. The HAP contract will pay the difference between the Housing Choice Voucher Program ("HCVP")/Section 8 payment standard (currently 110% of FMRs), subject to a rent reasonableness test and HUD approval, and the amounts paid by tenants, which are limited to 30% of their household incomes. The MCHA explained that the rent reasonableness test will dictate whether it can provide rents at the 110% payment standard. The HAP contract is expected to have a fifteen-year initial term with annual renewals subject to approval by the MCHA.

9. Highlights of the Evaluation and Administrative Components of the RFP.

Helpful Insights Regarding Evaluation. Please refer to Sections V.C. and VI for specific information on what the MCHA is considering when reviewing proposals.

Of particular note is that, throughout Section V.C., the MCHA requests examples of the Respondents' lessons learned from both successful and challenging situations as they may apply to North Hills Manor and Crest Manor. In these instances, the MCHA is seeking concrete examples of experience, rather than a broad brush approach.

Additionally, the MCHA underscored the need to identify challenges that the Respondent believes may occur at North Hills Manor and Crest Manor (for example site, neighborhood, structures etc.) and possible resolutions to those challenges. The MCHA is seeking specificity, and not a "cookie cutter" approach to this RFP and/or the properties.

With respect to references, the Respondent may provide more references than requested, but should provide at least the number and type requested. If it is not possible to meet the number of references and types requested then so state, so that the MCHA understands it is an intentional omission.

Team Structured Proposals. As per the RFP Section IV. D., the MCHA requires that the Development Partner include in its response a site planner/architect as part of its team. The Respondent may include other partners as well as part of its team, or may opt to select them after the fact, however, the architect/planner must be included in its initial response. Ensure that no member of the team is on HUD's debarred list, is suspended or is otherwise prohibited from professional practice by any federal state or local agency.

Additionally, the MCHA pays close attention to the skills and experience of the individuals that are assigned to this work and, should interviews take place, those individuals will be required to attend the interview, in addition to the firms' principals. Note that the MCHA will require the architect and/or planner to be present at the interviews as well.

Timeline. As stated in the RFP, the MCHA aims to have the developments proceed as expeditiously as possible, but not at the expense of sound development practices, outstanding design and effective community outreach.

Once selected, it is expected that the successful Respondent will make a good faith effort to quickly enter into a development agreement with the MCHA. A Memorandum of Agreement or other such agreement will be negotiated, as needed, to enable the Development Partner to complete all necessary pre-development activities. If a timely agreement cannot be reached, the MCHA reserves the right to move on to negotiations with the next highest scored Respondent. Respondents should be able to commence immediately.

The MCHA will assume unless otherwise noted in the Respondent's proposal as unrealistic, that the Development Partner will submit a 4% LIHTC application to PHFA by January 2015 for PHFA Board Review in the first quarter of 2015 and that lease up will occur by the end of 2016.

Please note that while the MCHA anticipates that a 4% LIHTC structure will be the one most likely used by Respondents for these sites, it is not mandating such use. The Developer Partner is free to present its own proposed structure and corresponding timeline.

General Administrative Items For Review

- RFP Documents Availability. The RFP is available for download from the following site <ftp://access.montcoha.org>
- Review of Deadlines

RFP Questions and Inquiries Deadline	Wednesday, April 23, 2014, 2:00 PM
Addendum Issued	Tuesday, April 29, 2014
RFP Submission Deadline	Friday, May 9, 2014, 2:00 PM
Notify Firms for Possible Interviews	Thursday, May, 22, 2014
Conduct Interviews	Wednesday - Friday, May 28-30, 2014
Recommendation to MCHA Board	Thursday, June 12, 2014
- Questions and Inquiries. Per Section I.E. of the RFP, all questions or inquiries are due in writing to Kyla Bayer by Wednesday April 23, 2104 at 2:00 PM. The MCHA plans to issue an addendum by the close of business on April 29, 2014.

Should additional addenda be required, those will be issued on the MCHA's ftp (see above) site no later than three (3) days prior to the submission deadline. Responders are requested to check the website regularly for updates.

All those who have requested to be on the distribution list, requested a RFP and/or who attended the pre-proposal meeting will be sent notices of Addenda posting. Please ensure that your submission includes the acknowledgement form for each addendum.

- Section 3/MBE/WBE. Goals specific to this procurement are in Appendix F of the RFP. Note that should financing be included in the project that requires more stringent goals, those goals will be adopted by the MCHA. It is the intention of the MCHA, per the RFP, that the Development Partner will be responsible for implementing the strategy and the MCHA will be responsible for monitoring the plan and efforts.

- Communication with Respect to the RFP. To maintain the integrity of the procurement process, all communication regarding this RFP must be presented to the MCHA's contact as noted in Section I.B. Respondents are instructed not to communicate with residents, other MCHA staff and/or Board members about this procurement during the procurement period. Evidence of any such communication by any Respondent may be cause for disqualification from this procurement.

INQUIRIES AND RESPONSES

1. **Question.** Does the scope of the RFP include the reconstruction of the recreation fields, community center and other amenities which would be eliminated by the new construction rental units at North Hills? Is the developer expected to bear the cost of the design and construction of those amenities?

Response. *The scope of the RFP and the concept of this transformational effort includes the reconstruction of community amenities eliminated by the new construction of rental units at North Hills. The location and design of those community amenities will be determined in concert with the community and the municipality. However, the MCHA recognizes that the scale of the amenities to be replaced may require funding not currently contemplated. Responders are encouraged to propose creative funding mechanisms to achieve the concept as outlined. The amenities may not be exactly the same as the existing amenities and the community has been notified as such.*

2. **Question.** The North Hills sites currently have 2 Community/Admin buildings (one owned by MCHA, one owned by the Township). Do both of these Community/Admin buildings need to be replaced, or can 1 new Community/Admin building be constructed for both MCHA and the Township?

Response. *It is anticipated that this will be determined through a planning process; however, the MCHA would expect some form of community room or building to be available to its residents at North Hills Manor. Whether it is located in a structure that is part of the partnership or outside the partnership is to be determined, consistent with PHFA guidelines for LIHTC projects. Additionally, whether the township community center is replaced is subject to the determination of the community, the developer, the MCHA and the township. Responders are encouraged to propose a plan for creation of community space that will meet resident and community needs in the most effective and cost-effective manner. Please see MCHA's answer to Question Number 1 for a response specific to other community amenities.*

3. **Question.** What is the expectation of the MCHA for the developer to reconstruct the pool, ball field, community room if the developer should demolish these facilities in his redevelopment efforts?

Response. *Please see MCHA's answer to Question Numbers 1 and 2.*

4. **Question.** What is the Township's expectation for the replacement of the recreation sites (pool, Community Park, basketball courts, picnic area, playground and playing fields) that are currently on the Township land? If there is an expectation for them to be replaced, is there a priority of which recreational amenities gets replaced over the other?

Response. *Please see the MCHA response to Question Number 1.*

5. **Question.** I was hoping to get a better understanding as to whether it is your intention is to eventually convert your entire portfolio or limit it to just the properties in the RFP.

Response. *Pending financing, the MCHA plans to strategically revitalize its portfolio over time. However, the subject of this procurement is solely North Hills Manor and Crest Manor.*

6. **Question.** How important is price in the RFP?

Response. *Please see Section VI. B. of the RFP for the Evaluation Criteria and potential ranking scores.*

7. **Question.** Are you looking for a certain size firm as a partner?

Response. *The MCHA seeks a firm that meets the requirements and preferences stated in the RFP.*

8. **Question.** How is the MCHA going to provide the tax exempt bond? Does the MCHA have volume cap?

Response. *The MCHA is not planning on providing the tax exempt bond, but as per the RFP, the MCHA does expect to approve the entity which would provide the bond.*

9. **Question.** The properties being under one partnership will be difficult for investors and lenders especially since they are in different municipalities. Is the MCHA committed to that structure?

Response. *The MCHA would prefer to see the two projects in common ownership if feasible, particularly if it will result in reduced transaction and financing costs, but the Development Partner may propose an alternative structure and justify the reasons for that structure.*

10. **Question.** If we have larger land to work with can we increase the number of units? Must we follow the one to one replacement?

Response. *The Development Partner must plan for at least one to one replacement and, pending municipal land development ordinances and good planning practices, may provide additional units. However, the MCHA does not expect significant increases in unit count nor density.*

11. **Question.** Has the HA had any discussion with Upper Dublin Township related to the issue of density, per the zoning code? Would MCHA consider providing more vouchers to North Hills to allow for greater than a 1-to-1 replacement of units, assuming approval from the township?

Response. *The MCHA has not discussed density with Upper Dublin Township. Please refer to Section IV. A. of the RFP for information relevant to local codes.*

As stated in the MCHA's response to Question Number 10, the MCHA does not expect significant increases in unit count nor density. The MCHA would discourage a Development Partner from relying upon any increases in density and/or unit count when producing a financially viable development plan.

Notwithstanding the above, while it is not likely that MCHA would provide additional vouchers to North Hills Manor beyond the one to one replacement of units, pending feasibility, the MCHA would consider it, subject to our responses to Question Numbers 10 and 12. Additionally, the MCHA would consider a small increase in the aggregate number of units at North Hills, if the feasibility were enhanced by providing LIHTC units without rental subsidy or market rate units, so long as the number of subsidized units remains the same and the increased density receives approval from Upper Dublin Township.

12. **Question.** Please clarify if the MCHA has determined that it is legally and otherwise has the capacity to provide 100% Section 8 PBVs at 110% FMR for this project, and if not, what percentage it is able to provide and whether it will provide Section 9/ACC vouchers for the balance of the apartments.

Response. *Per the RFP and pre-proposal meeting, the MCHA hopes to make available project based rental assistance for up to 100% of units at North Hills Manor and Crest Manor, subject to HUD approval, funding availability and the type of social services to be provided. As stated in the RFP, the HAP contract would pay the difference between the voucher payment standard (currently at 110% of FMR) subject to a rent reasonableness test and HUD approval, and the amounts paid by tenant which are limited to 30% of their household incomes. The rent reasonableness test is critical and will determine the rent levels set by MCHA and approved by HUD.*

Note that 24 CFR 983.56 limits voucher assistance to 25% of the units in a building, unless units in excess of the 25% cap are specifically made available either for elderly or disabled families, or families receiving supportive services, as described in the housing authority's administrative plan. As stated in the RFP, MCHA will expect the selected Development Partner to assume primary responsibility for service coordination at the new/rehabilitated developments consistent with PHFA standards and voucher regulations, and will be responsible for securing funding to maintain an on-going and long lasting supportive service program. The MCHA will collaborate

with the Development Partner in this effort in terms of its relationships with other nonprofit organizations and county agencies that could support the Developer in creating and implementing this plan.

The MCHA does not anticipate providing any Section 9/ACC vouchers to North Hills Manor or to Crest Manor. A very compelling case would need to be made by the Development Partner for the MCHA to consider this approach.

13. **Question.** In the business terms Section, I note MCHA includes loan fees along with developer fees, ground lease payments and the various other fees. Does MCHA have funds available to loan the projects such as RHFF or Capital Funds and if so how much?

Response. *The MCHA does not currently plan to commit any capital or replacement housing factor funds to this project, and Respondents should not assume the availability of any such funds in their proposals. However, should the MCHA bring funds to the table at a later date, it would expect to receive loan fees on those funds.*

14. **Question.** The attached news article appeared in the Ambler Gazette yesterday. It included the following statement: “The county has put together a package of federal, state and county funds to spend about \$17 million to replace the subsidized, public housing units in North Hills owned and run by the Montgomery County Housing Authority, Montgomery County Commissioners Chairman Josh Shapiro told the residents.” Is the county bringing any committed funds to this project, and if so, could you kindly detail the sources and the amounts?

Response. *As stated in the RFP and at the community meeting, the County is supportive of this project and is involved in its planning and its execution. As stated in Section IV of the RFP, the MCHA will lead in the efforts to secure any development funding from Montgomery County.*

15. **Question.** Soft funds: The RFP states that “MCHA will lead the efforts to secure any development funding from Montgomery County.” How much does MCHA anticipate that it will be able to be awarded? Besides County funds, would there be any other funds available to MCHA (perhaps RHF)?

Response. *The amount of any County commitment is to be determined. Please see MCHA’s response to Question Numbers 13 and 14.*

16. **Question.** Please indicate whether MCHA is willing to serve as the guarantor of the operations of the proposed development following completion, and if so, please provide a copy of its most recent audited financial statement.

Response. *The MCHA has no plans to serve as the guarantor of the operations of the proposed development. Per Pages IV -13 and IV-16 of the RFP, the MCHA expects the Development Partner to provide any and all guarantees. However, per the RFP, the MCHA is seeking responses which provide the MCHA with the right at any time after two (2) years from placement in service to purchase the Development Partner’s interest in the Owner Entity of each phase for the amount of the Development Partner’s capital account conditioned on release of the*

Development Partner from all guarantees relating to the phase; in that event, the MCHA would expect to provide compliance and recapture guarantees which meet investor approval.

17. **Question.** Please indicate if MCHA is willing and able to serve as the property manager of the proposed development including taking responsibility for the lease-up of the proposed development, with third-party Section 42 compliance support.

Response. *The MCHA is willing to serve as the property manager of the proposed development including taking responsibility for lease-up with third party Section 42 compliance support for a period of two (2) to five (5) years post initial occupancy. See pages IV-14 of the RFP. In this scenario, it would be the responsibility of the Development Partner to secure investor approval of MCHA's property management role and to put in place appropriate property management arrangements that provide capacity-building opportunities for the MCHA.*

18. **Question.** What are the unit sizes (either net SF or gross SF) of both North Hills and Crest Manor?

Response.

Unit Bedroom Type	Approximate Gross Square Footage	
	Crest Manor	North Hills Manor
One	624	624
Two	888	761
Three	1092	1053
Four	1267	1218
Five	1594	Not Applicable

19. **Question.** Please provide the square footage of each unit at Crest Manor.

Response. *Please see MCHA response to Question Number 18.*

20. **Question.** Do you have plans/schematics for Crest Manor/North Hills? If not, do you have sq. ft. of each unit type?

Response. *The MCHA, has on file, existing plans for both North Hills Manor and Crest Manor. These are very old, not comprehensive and in some instances difficult to read. The MCHA will provide all available plans to the Developer Partner selected. Representative floor plans and site plans have been provided in the RFP Addenda B and D. Approximate square footages are provided in MCHA's response to Question Number 18.*

21. **Question.** Does MCHA have a current or past CNA for Crest Manor? If so, can a copy be made available to prospective developers?

Response. *Per Number 3 of the Addendum (page 2), the MCHA contracted with an independent firm to complete a capital needs assessment in 2011. Based upon a) the results of that study, b) work that has been performed, and c) needs that have arisen since date of completion, the MCHA estimates the 20-year capital needs at \$80,000 per unit for Crest Manor. This value is intended to provide the Respondent with an outline for scope, however, should not be specifically relied upon moving forward. Once engaged, the MCHA will share its Capital Needs Assessment with the Developer. However, the MCHA expects that the Development Partner and its team of qualified professionals will make its own and independent determination of project needs, once engaged.*

22. **Question.** What is your typical annual turnover rate, specifically at Crest Manor?

Response. *Please see the turnover and occupancy data for past six plus years below. Vacancy has increased at Crest Manor over the last three years as a result of modernization needs.*

Turnover Rate				
	Crest Manor		North Hills Manor	
Year	Number of Turns	Turnover Rate	Number of Turns	Turnover Rate
2008	1	3%	5	10%
2009	2	5%	2	4%
2010	1	3%	3	6%
2011	3	8%	7	14%
2012	5	13%	9	18%
2013	8	20%	3	6%
2014	0	0%	0	0%
Total Units	40		50	

Occupancy Rate				
	Crest Manor		North Hills Manor	
Year	Number Vacant	Occupancy Rate	Number Vacant	Occupancy Rate
2008	0	100%	0	100%
2009	0	100%	0	100%
2010	0	100%	0	100%
2011	1	98%	1	98%
2012	3	93%	4	92%
2013	4	90%	1	98%
2014	6	85%	1	98%
Total Units	40		50	

** Vacancies as of 12/31 each year except 2014 (which is as of 4/29/14).

23. **Question.** Can you provide existing rent roll for both developments?

Response. *The MCHA would be happy to provide the specific information to the engaged Development Partner. With respect to the some of the general considerations of the rent roll, please see the table below for income breakouts of existing tenants at each property.*

Income Range	Households			
	Crest Manor		North Hills Manor	
	Number of Households	Percent of Occupied Households	Number of Households	Percent of Occupied Households
Under 20% AMI	16	47%	20	41%
Under 50% AMI	30	88%	45	82%
Under 60% AMI	33	97%	48	92%
Above 60% AMI	1	3%	1	98%
Total Occupied Units	34	100%	49	100%

24. **Question.** Would you kindly provide the last 3 years MCHA operating expenses for the Crest Manor and North Hills Manor sites?

Response. *The MCHA will make these available for the selected Development Partner. However, it views this question, at this time, as largely immaterial in that:*

- *MCHA expects North Hills Manor to be reconstructed, so existing expenses are not informative.*
- *With respect to Crest Manor, MCHA's operating expenses are above comparable operating costs due to a variety of reasons including allocation of costs. PHFA will likely require that the new per unit controllable operating expenses fall within the average range of the management company's historical and regional expenses (if the property manager is a private management company) or, if MCHA is the property manager, that an LIHTC management mentoring structure is in place, which will inform the operating budget. Accordingly, the MCHA fully expects that the rehabilitated Crest Manor will be consistent with comparable regional management expenses.*

25. **Question.** Would you kindly provide the 2014 100% FMR for the two 5 bedroom units, as the HUD User does not provide them?

Response. *Effective October 1, 2013, the five bedroom FMR is \$1,746.*

26. **Question.** Has MCHA initiated discussions with HUD re: the disposition process? If so, what is the status of that process?

Response. *The MCHA has not commenced the disposition process with HUD as of the issuance date of this Addendum.*

27. **Question.** Did any of that stakeholders that MCHA met with indicate the ability to participate in the redevelopment through either direct (capital contribution) or indirect (fee waiver, PILOT, etc.) funding?

Response. *These specific issues have not been raised in detail with the stakeholders as of the date of issuance of this addendum.*

28. **Question.** Are you aware of any prevailing wage requirement?

Response. *Our understanding is that the involvement of prevailing wages depends upon the ownership entity's structure and/or the incorporation of financing sources with this requirement. At this juncture, those factors are undetermined.*

29. **Question.** Have any commitment been made by MCHA or local politicians to local labor leaders?

Response. *The MCHA can only provide a response with respect to MCHA's actions and correspondence, and we have not made any commitments relative to labor.*

30. **Question.** I presume that you will only need one set of 3 years of financial statements that would be in the original and marked confidential? Am I correct, or are you expecting financial statements to be in each of 10 binders and CD?

Response. *One set of financial statements, marked confidential and in the original submission is sufficient.*

31. **Question.** Please provide a sign in sheet for attendance at the Friday, April 11, 2014 site meeting and tour.

Response. *The sign in sheet for attending at the Friday April 11, 2014, Pre-proposal Meeting is included in this Addendum as Attachment B.*

32. **Question.** May I request a list of bidders who attended the pre-proposal meeting on April 11, 2014?

Response. *See the MCHA response to Question Number 31.*

ATTACHMENT A

**Resolution No. 14-2153: Upper Dublin Board of Commissioners –
Regarding Land Transfer at North Hills**

RESOLUTION

No. 14-2153

RESOLUTION REGARDING DEVELOPMENT OF NORTH HILLS MANOR

WHEREAS, the Montgomery County Housing Authority (MCHA) owns and operates a 50 townhome development in the North Hills neighborhood of Upper Dublin Township; and

WHEREAS, MCHA, with possibly Federal, state and local funding, is contemplating a significant re-investment in this property; and

WHEREAS, Upper Dublin Township is both the owner of municipal assets, streets, parks and other properties around and adjacent to this parcel; and

WHEREAS, a cooperative arrangement between MCHA, Montgomery County (County), Upper Dublin Township and ultimately Federal and private entities may lead to a successful development within the North Hills community.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Upper Dublin Township grants preliminary support to Township staff to work cooperatively with the MCHA and the County as well as other entities as follows:

1. Upon receipt from MCHA or its designee of a development plan, which may include redevelopment of the existing North Hills site and/or development on one or more alternative sites (including sites currently owned by Upper Dublin Township), Township staff shall review the plan and provide preliminary feedback and comments, with the goal of having a plan which
 - a. is most conducive to the improvement and the betterment of the North Hills neighborhood, and
 - b. would result in the least disruption to all citizens within the area, both in the MCHA owned housing and elsewhere.
 - c. provides for quality public improvements for streets, roads, sidewalks, lighting, landscaping and park and recreational assets.
2. For purposes of their preliminary plan review, Township staff may entertain proposals that include a potential "land swap" that would involve an exchange of land between MCHA and/or its designee and the Township, subject to the following provisos:
 - a. Parcels under consideration include the Township's pool, playing fields and community center, any other Township owned land in the North Hills

neighborhood, and the existing parcels of land on which MCHA's North Hills Manor public housing development is located.

- b. Any plan involving the transfer to MCHA, or its designee, of parcels on which Township recreational facilities are currently located must provide for the replacement of such facilities in a manner satisfactory to the Township, in addition to a new affordable rental housing community satisfactory to the MCHA and/or its designee.
 - c. Review and comment on such proposals by Township staff shall not constitute approval on the part of the Township in the absence of formal action by the Upper Dublin Township Board of Commissioners and/or the Upper Dublin Township Planning Commission and/or Zoning Hearing Board.
3. When Township staff is satisfied that the plan presented by MCHA or its designee has incorporated Township staff feedback and comments and meets the criteria described above, Township staff shall forward the same to both the Upper Dublin Township Board of Commissioners and the Upper Dublin Township Planning Commission for review as needed.
4. Notwithstanding the involvement of Township staff in providing preliminary feedback and comments, any plan shall be subject to all Township ordinances and approvals that would otherwise apply to the development, including without limitation final Board of Commissioner, Zoning Hearing Board and/or Planning Commission approvals as to land use and zoning matters, open space preservation and recreational services, stormwater management and flooding problems, and transportation access.

RESOLVED, this 11th day of March, 2014.

BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP

By: _____

Ira S. Tackel, President
Board of Commissioners

Attest: _____

Paul A. Leonard, Secretary/Township Manager

ATTACHMENT B

Sign In Sheet: Pre-Proposal Meeting April 11, 2014



SIGN-IN SHEET

MCHA Developer Partner RFP
 Pre- Proposal Meeting
 April 11, 2014 10:00 AM
 North Hills Manor and Crest Manor

No.	Name (First and Last)	Company Name and Address	Phone Number	Email
1.	Pam Kosgei	LNWAH	302-761-7367	pkosgei@lnwa.com
2.	Chris Bartges	LNWAH	302-761-7304	cbartges@LNWA.com
3.	Josh Lewy	Forcman	646 531 2126	josh@o12man.com
4.	Helen Ambrose	Kitchen & Associates	856-654-1880	hambrose@kitchenandassociates.com
5.	Claudia Pitman	K&A	856-854-1880	claudia@kitchenandassociates.com
6.	Kyle Speece	Pennrose Properties	(267) 386-8710	kspence@pennrose.com
7.	JAQUELIN CAMP	WRT	(215) 430 5059	JCAMP@WRTDESIGN.COM
8.	KENT COOPER	SCHWAM ARCHITECTS	215 635 7000	kcooper@schwamarchitects.com



SIGN-IN SHEET

MCHA Developer Partner RFP
Pre- Proposal Meeting
April 11, 2014 10:00 AM
North Hills Manor and Crest Manor

	Name (First and Last)	Company Name and Address	Phone Number	Email
1.	Mark Deitcher	Mission First Housing Group	267.505.1042	M ⁿ Deitcher @missionfirsthousing.org
2.	Walt Kubicki	"	215.518.0161	wkubicki @missionfirsthousing.org
3.	Natalie DeFilippo	Ingerman Cherry Hill NJ	856.662.1730 x112	ndefilippo@ingerman.com
4.	Steve Lawrence	Michels	856-297-8958	slawrence@the michels.org.com
5.	PattyAnne Tolentino	Actus Holdings	610-283-2140	PKTolentino@actus.us
6.	Bruce Mathias	BCM Affordable Housing	610.647.3201	Bmathias@bcmah.com
7.	Lindsay Arsen		205 887 1988	LindsayArsen@24th00.com
8.	Noam Roizman	Roizman Dev. Inc.	610 288-1733	noamr@roizman.com



SIGN-IN SHEET

MCHA Developer Partner RFP
Pre-Proposal Meeting
April 11, 2014 10:00 AM
North Hills Manor and Crest Manor

No.	Name (First and Last)	Company Name and Address	Phone Number	Email
1.	Nick Cangelosi	Conifer Realty 20000 Hornum Way Suite 100 Mt. Laurel NJ 08054	856 378-7697	ncangelosi@coniferllc.com
2.				
3.	JOHAN HAHN	ARCHITECT	215 738 8000	JOHAN@outlook.com
4.	Francis Vargas	Elon Group - Altman 240 New York Plaza 31st Fl. Washington, DC 20001	215 894-0560	FVargas@altmanco.com
5.	Joseph Weatherly	PIRHL DEVELOPERS 1616 Anderson Rd #205 ALEXANDRIA, VA 22102	(703) 637-8101	jweatherly@pirhl.com
6.	Matt Turner	PIRHL Developers 4444 Embassy Plaza Suite S Warrenton, OR 97146	(210) 378-9090	mturner@pirhl.com
7.	Ben Kelley	Oxford Development 301 Grant St Pittsburgh PA 15219	412-395-3465	bkelly@oxforddevelopment.com
8.	Ray Diamond	Diamond and Associates 2 Penn Center 1628 JFK Blvd Suite 1600 Philadelphia PA 19103	215-732-3000	ray@diamondandassociates.com



Development Partner Request for Proposals Addendum Number 2 Issued May 7, 2014

Development Partner Request for Proposals Addendum #2 (1 Page with No Attachments)

This addendum shall be incorporated in and become part of the Request for Proposal documents. Please include a copy of the signed Addendum Cover Sheet in the proposal or the proposal may be found nonresponsive.

Name of Firm: _____

Signature: _____

Date: _____



ADDENDUM # 2

TO: Prospective Responders

RFP: Development Partner Request for Proposals

DATE OF ISSUE: **RFP Issuance - April 2, 2014**
Addendum #1 Issuance – April 29, 2014
Addendum #2 Issuance – May 7, 2014

ISSUED BY: Montgomery County Housing Authority (“MCHA”)

It has come to the MCHA’s attention that prospective responders may have received recent correspondence from a self-identified, resident group of Upper Dublin Township.

Please be advised of the following:

- 1. This recent resident correspondence does NOT amend nor alter the MCHA’s Development Partner RFP in anyway.**
- 2. Any current or future correspondence and/or communication produced by individuals and/or entities other than the MCHA will also NOT amend nor alter the MCHA’s Development Partner RFP in anyway.**
- 3. All requirements, goals, terms and facts of the MCHA’s Development Partner RFP and Addendum #1 remain unchanged and in full effect.**

The MCHA reminds responders, that as per the RFP, page VI-27, “Respondents are instructed not to communicate with residents, other MCHA staff and/or Board members, during the procurement period. Evidence of any such communication by any Respondent may be cause for disqualification from this procurement.”

The MCHA acknowledges that the issuance of this Addendum #2 is inconsistent with our statement in Addendum #1 that subsequent addenda would not be issued later than 3 days prior to May 9, 2014; however, given this very recent development, the MCHA felt obligated to issue clarification.

Responders are encouraged to submit acknowledgement of Addendum #2 in their proposals however, if your submission has already been sent, you may submit the acknowledgement of Addendum # 2, separately via email or mail, to MCHA’s contact for this RFP as noted in Section IB of the RFP and the MCHA will file it with your proposals when received.

As a reminder, proposals are due on Friday, May 9, 2014 by 2:00 PM, E.S.T.

Thank you.