



# TENANT HANDBOOK

MARCH 2015

82 W. Queen St. • Chambersburg, PA 17201

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## WELCOME FROM THE PROPERTY MANAGER

The staff of the Wayne Gardens Senior Community and Valley Community Housing Corporation works extremely hard in an effort to provide you with quality housing at a rent that you can afford. Please refer to the housekeeping standards in maintaining your unit.

After you sign your lease a member of our staff will accompany you to your unit to do a complete inspection. This inspection is to make sure that your home is ready for you. If any items are identified the maintenance department will complete the repairs.

We are very happy to have you in our community. We ask that you follow one simple rule “practice consideration and respect for your neighbors at all times”.

You will find your Handbook to be a good reference tool. It is intended to explain what the management expects from you and what you can expect from the management.

Your Dwelling Lease lists all of the rules and regulations but this Handbook will explain them in greater detail and contains worthwhile information that is not in your lease. It is important that you read both your Dwelling Lease and this Handbook. If you should have questions, contact the Wayne Gardens office and staff will be happy to discuss your concerns with you.

Your home has been designed for your pleasure and convenience. It is our sincere hope that you will enjoy residing in our housing community.

## ABOUT WAYNE GARDENS

Wayne Gardens is located in Waynesboro, Pennsylvania in Franklin County. The site is located from I-81 South, exit at Chambersburg and follow Route 316 South into Waynesboro. Continue on Route 316 and at Eighth Street, turn right. Turn left onto Fairview Avenue and right onto Tenth Street. The Wayne Gardens site is located on Wayne Gardens Court.

Wayne Gardens consists of two, three story buildings consisting of 40 garden style apartments. There will be two buildings with 20 units in each, designated for Elderly, age 62 and older; and the Physically Disabled. Thirty-five of which will have one (1) bedroom (725 sq. feet to 752 sq. feet) and 5 of which will have two (2) bedrooms (895 sq. feet to 939 sq. feet). There are four fully accessible units that are hearing/vision impaired.

<b>Property Manager</b>	Angela Burhanan Barbour 717-977-.3900 or abarbour@valleyhousing.net
<b>Managing Agent</b>	Valley Community Housing Corp.
<b>Developer</b>	Valley Community Housing Corp.
<b>Owner</b>	Wayne Gardens, LP
<b>State Financing</b>	Pennsylvania Housing Finance Agency

## BUILDING OPERATIONS

**Accounting:** The accounting department is an integral part of the management team; collecting rental income and paying service bills in a timely manner, reporting to our investors, and much more.

Rent is DUE and PAYABLE in advance on the first day of the month and shall be considered delinquent after the fifth calendar day of the month.

There will be a late charge of \$10.00 for unpaid rent on the sixth. (If the fifth day of the month falls on a Saturday, a Sunday, or an official holiday, rent will be due on the following work day and late charges will be applied the following day.) A Proposed Termination Notice will be issued to begin termination of the lease on the 6<sup>th</sup> day of the month. If rent is not paid in full by the 15<sup>th</sup> day of the month, an additional late charge of \$25.00 will be added after the 16<sup>th</sup> day of the month.

In addition to rent, other charges may incur and you may receive invoices for additional services such as afterhours heating and air conditioning. Assistance in processing these invoices for payment within thirty days is greatly appreciated.

All payments should be made payable and sent to the following address:

Wayne Gardens, LP  
82 W. Queen St.  
Chambersburg, PA 17201

Estimated Annual Rent Increases. Each November, after completing our operating plan for the upcoming year, our Accounting Department reviews the Fair Market Share and recommends an increase if needed.

As you know, there are specifics that are outlined in your lease regarding the financial aspects of your tenancy.

**Building Management:** Your priorities are our priority. The staff at Wayne Gardens wants to make sure your needs are met every day.

Requests/Emergencies

Maintenance

717-977-3900

Property Manager

Angela Burhanan Barbour

717-977-3900 ext. 111

24/7 Response. Communicating with our residents is what's most important to us. Whether a light bulb needs replaced on Monday morning or an emergency situation arises Sunday afternoon, someone is going to take care of your needs quickly, professionally, and courteously.

The maintenance staff is on call 24 hours a day, seven days a week. Monday through Friday, you can contact the Property Manager between the hours of 9:00 am and 4:30 pm.

### POSSIBLE MAINTENANCE EMERGENCIES

Maintenance may be contacted after hours for the following emergencies:

- Locked out of your unit: (you must show proper ID that shows you reside in the unit before maintenance will let you in)
- Broken Locks which affect the security of the unit.
- Broken window glass which affects the security of the unit and during inclement weather.
- The smell of gas fumes.
- Plumbing leaks which could flood the unit or cause damage to the unit.
- Backed up sewage.
- Electrical hazards.
- No Heat.
- Smoke detector not functioning.
- Clogged toilet or clogged tub, if on a weekend and have no second tub and/or toilet.
- Completely clogged kitchen sink
- Refrigerator/Freezer not working owned by Wayne Gardens, LP.
- Stove or oven not working and tenant plans to use it before the office opens.

## REQUESTING REPAIRS

When repairs to your home are needed, promptly contact the Housing Authority office to request that a maintenance Work Order be issued. Not reporting a problem promptly may cause additional problems and additional expenses to Wayne Gardens. The maintenance staff is extremely busy however they will do their best to address all Work Orders as quickly as possible. There is no charge for damages due to normal wear and tear; however if the damages were caused by the tenant or tenant guests due to misuse or negligence the responsible party will be charged accordingly.

**Please see list of all maintenances charges and rates on Page 10 of this handbook. (Page is subject to change)**

**(Approaching a member of the maintenance staff about the repairs needed in your home is not permissible. Work Orders must be requested by contacting the Authority office.)**

## REPORTING ALL DAMAGES

Tenants must maintain their units to the standards of the guidelines outlined in their Residential Lease. Tenants are required to report damages to the office in a timely manner and are not permitted to alter or modify the unit. Tenants can avoid unnecessary charges by immediately reporting damages in their units to the housing office and by not modifying their units. Failure to report damages is a violation of the lease and may result in the termination of your lease agreement.



## EXCESSIVE DAMAGES

Excessive damage to a unit is defined as accumulated damages that exceed \$300.00 in a twelve (12) month period. If a tenant's unit accumulates \$300.00 or more of damages within a twelve (12) month period, the tenant will be in violation of the lease and eviction proceedings will be initiated by management staff.

### **Examples of Possible Violations:**

Door locks or knobs damaged

Stove burners not functioning due to build up

TV cable, phone cords, or other wiring creating a tripping hazard

Unreported holes in walls, ceilings, floors, or doors

Peeling paint

Roach or insect infestation

Light fixtures broken or missing bulbs

Bathtub or sink stoppers removed

Clogged or slow drains

Mold or mildew on walls, ceilings, or in bathroom around tub

Graffiti, writing, chalk, or paint markings interior or exterior

Trash and debris inside or outside of units

## YOUR KEYS AND LOCK OUT CHARGES

Please remember to lock your doors when leaving your home and remember your pin number. If it should be necessary for maintenance to unlock your door for you, please see lock-out charges in Maintenance Charges and Rates on Page 10 (page number subject to change).

## Maintenance Charges and Rates for Tenant Caused Damages

(Prices are reviewed annually and are subject to change)

The following are standard charges for repairs and/or replacement cost for tenant caused damages.

BATHROOM ACCESSORIES	Cost & Per Hour Labor Rate of \$25.25
CLEANING VACANT UNITS	Per Hour Labor Rate of \$25.25
TRUCK LOAD OF TRASH/APPLIANCES	\$25.00 + Cost at Landfill
DOORS	Cost & Per Hour Labor Rate of \$25.25
DRAINS	Cost & Per Hour Labor Rate of \$25.25
ELECTRICAL	Cost & Per Hour Labor Rate of \$25.25
HARDWARE	Cost & Per Hour Labor Rate of \$25.25
KITCHEN CABINETS/COUNTERTOPS	Cost & Per Hour Labor Rate of \$25.25
RANGE	Cost & Per Hour Labor Rate of \$25.25
REFRIGERATOR PARTS/ACCESSORIES	Cost & Per Hour Labor Rate of \$25.25
PLUMBING PARTS AND FIXTURES	Cost & Per Hour Labor Rate of \$25.25

### **MISCELLANEOUS**

CLOSET DOOR TRACK GUIDE	Cost & Per Hour Labor Rate of \$25.25
FLOOR TILE	Cost & Per Hour Labor Rate of \$25.25
RECHARGE FIRE EXTINGUISHER	Cost & Per Hour Labor Rate of \$25.25
SMOKE ALARM – MISSING	Cost & Per Hour Labor Rate of \$25.25
SMOKE ALARM –TAMPERED WITH	\$25.00
OTHER TENANT CAUSED DAMAGE	Cost & Per Hour Labor Rate of \$25.25
WINDOWS	Cost & Per Hour Labor Rate of \$25.25

## LOCK OUT

REGULAR OFFICE HOURS	\$10.00
AFTER OFFICE HOURS	One Hour Labor Rate of \$25.25
CHANGE LOCKS	\$10.00

## EMERGENCY PROCEDURES

**Elevator Malfunction:** Each elevator is equipped with a telephone, which rings directly into **Elevator Solutions' Monitoring Center**. In the event an elevator should malfunction while you are in the cab, press the call button and give the operator the building location and the cab number you are in (this information is displayed on the sign on the elevator panel). The elevator company will contact us and we will dispatch the elevator personnel immediately.

While being trapped in an elevator may be an inconvenience, you are in no danger as long as you remain in the cab. Never try to pry the elevator doors open to get out. It is extremely dangerous since the cab may not be properly aligned with the floor. Wait for the qualified elevator mechanic or fireman to assist you.

In an emergency fire situation, elevators should never be used. If you are traveling in an elevator when an alarm sounds, the elevators will automatically go to the first floor and open their doors. This occurs one cab at a time. Please be patient.

In the event of a power outage, elevators will continue to operate using our emergency power generator. Should an outage occur, elevator lights will remain on, but the car itself will temporarily cease moving. Each elevator will automatically return to the lobby, their doors will open, and they will remain inoperable until the power has been restored.

**IN THE EVENT OF A FIRE, ELEVATORS MUST NOT BE USED FOR EVACUATION, USE THE STAIRWELLS**

## **Emergency Contacts:**

All Emergencies	911
Building Management Office	717-977-3900
After Hours Emergencies	717-977-3900
Fire Department (non Emergency)	717-762-2616
Police Department (non Emergency)	717-762-2131
Hospital	717-765-4000

## **Important notes:**

If you call 911 as a result of a medical emergency, please be sure also to notify the building management staff with your name, callback number, and location so that the paramedics can be guided swiftly to your exact location.

## **Fire and Life Safety**

- ❖ Be familiar with exits and apparatuses in your building.
- ❖ If you encounter a fire or other potential emergency, pull the fire pull station nearest to the potential emergency. This alerts the fire department and will set off fire bells that can be heard through the building, alerting other residents to evacuate.
- ❖ It is critical that if you pull a fire pull station, you also call the fire department at 911 after evacuating.
- ❖ Always use stairs in an emergency. Walk down them one time so you know where you will exit on the first floor. Remember, in the event of an emergency do NOT use the elevators, use the stairs.
- ❖ Upon exiting onto the first floor move out at least 500 feet from the building so others can safely evacuate.
- ❖ Fire extinguishers are installed in each common corridor.

## BUILDING SERVICES

**Cleaning:** Cleaning service in your building is provided by the maintenance staff of Wayne Gardens.

**Trash Removal:** All wastebaskets in the common areas are emptied nightly. Wastebasket liners are replaced as needed. It is not recommended that cups or cans containing liquid be placed in waste cans as this can result in spills when the trash is being removed.

On each floor at the end of the hallway there is a trash room with recyclable bins. The second and third floors have a trash shoot. Trash should be disposed weekly.

Large items such as furniture or discarded equipment require special handling. If items of this size need to be removed, please call the office and we will be happy to make arrangements for a special pick-up.

**Recycling:** As part of the daily housekeeping, recycling of newspapers, glass, aluminum and cardboard, appropriate recycling containers will be provided. Please note it is each individual's responsibility to deposit his/her individual recycling containers to main container placed on your floor.

**Special Areas:** The cleaning of your unit is solely your responsibility. These may include but not limited to carpet cleaning, kitchens, bathrooms, etc. Arrangements can be made through the Supportive Services Staff if you require special cleaning in these areas.

## POLICIES & PROCEDURES

### General Rules and Regulations:

#### Your Lease

All residents receive a copy of their lease when they first move in. Your lease is the legally binding contract between you and Wayne Gardens; it assures your right to live in your apartment so long as you abide by it and the attached rules and regulations. Read your lease and this handbook carefully. Please feel free to ask the Property Manager about any parts which you do not understand.

#### Security Deposit

You are required to pay the Security Deposit along with the first month's rent. This deposit will be refunded by mail within 30 days after you move out if:

1. You provide us with a written notice of your intention to vacate 60 days in advance of your move out date.
2. All rent and other charges to your account are paid.
3. There are no move-out charges for damages, repairs and cleaning.
4. You provide the office with your forwarding address.

Note: The day the unit is vacated your pin number will be deactivated. Any items remaining in the unit will become the property of Wayne Gardens and will be disposed of as management chooses.

## **Utilities**

All new tenants must have the electrical utilities transferred into their name at the time of move-in. This is mandatory as outlined in the lease. Charges incurred from date of move-in until the electric is transferred will be charged to the tenant's account. The electric provider is West Penn Power, who can be reached at **1-800-686-0021**.

## **Annual Tenant Recertification**

Management is required by the Pennsylvania Housing Finance Agency or PHFA to recertify tenants at least once a year. You will be notified of your appointment 60 days prior to your recertification date in writing. It is important that all household members be present. Failure to cooperate will be cause to terminate your dwelling lease for non-compliance.

## **Pre-PHFA Inspections**

PHFA, our state monitoring agency, requires our units to be inspected annually. This inspection ensures that our units continue to meet health, safety, and housekeeping standards. If during the inspection it is found that your unit does not meet housekeeping standards you will be issued a lease violation. Please refer to the housekeeping standards included in the handbook on pages 22-23 (pages subject to change.) Maintenance will also conduct monthly preventative maintenance of the heating and cooling systems, water heaters, and the fire prevention equipment.

Management may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. Management will be allowed to enter any dwelling on an emergency basis when management has a reason to believe or has received notice of an unauthorized guest or an unauthorized pet and that the unauthorized guest and/or pet pose an imminent threat to the health and/or safety of the tenants or community.



### **Temporary Tenant Vacancy**

As resident of Wayne Gardens, you must notify management if you are going away on an extended vacation. If you have a prolonged illness in which hospitalization or nursing home care is necessary, you must obtain a statement from your doctor stating the date in which you can return to your unit. Your rent must be paid during your absence.

### **Noise**

All residents reserve the right to peaceful enjoyment of their accommodations. All township noise ordinances must be obeyed, especially in the evening hours. Waynesboro's quiet times are from 10 PM to 6 AM every day of the week.

### **Vehicles**

No unregistered or inoperative vehicles may be kept on the premises at any time. Such vehicles will be towed away at owner's expense.

No repair work on vehicles requiring more than two hours will be allowed. Oil loss or spillage will damage the parking surface and must be removed as soon as detected.

No washing of cars in the development.

Vehicles are not permitted on the grass.

Operate motor vehicles in a safe speed within the development.  
WATCH OUT FOR CHILDREN PLAYING.

Loud music and screeching tires are not permitted.

## IMPORTANT HOUSE RULES TO REMEMBER

### INDOOR

- No firearms of any kind are allowed on Wayne Gardens property.
- No alternate heating source such as kerosene heaters and space heaters are permitted.
- Tenants are responsible for proper care of the carpeting provided throughout the home. Annual shampooing to upkeep cleanliness is required.
- Take reasonable care of the dwelling unit both inside and out to prevent health or sanitation problems from arising.
- You may not use your home as a place of business. No advertising signs are allowed.
- Curtains may be hung at all windows. Bed sheets, cardboard, paper etc., are not acceptable window coverings.
- Waterbeds are not permitted.
- Dwelling units or other Wayne Gardens property may not be modified in any manner.
- Contact paper is not permitted on shelves, cabinets or walls.
- Tenants shall not paste mirrors on doors, walls or ceilings.
- No permanent additions to walls, ceiling, or structures will be permitted. This includes no paneling, ceiling tile or paint, unless authorized.
- Overloading too many appliances into one outlet may trip a breaker or cause a fire. Placing cords and cables across doorways are a tripping hazard.
- Only use outside Christmas lights or electrical cords and appliances that are UL approved.
- TV, CB, or radio antennas may not be erected or hung from the windows or roof or affixed to buildings in any way. **Installation of a satellite dish is not permitted**

## OUTDOOR REGULATIONS

- Dispose of pipe ashes, cigarettes and cigars in proper receptacles. **Do not throw cigarette butts on the ground or around patio area.**

## VISITORS TO YOUR HOME

- Do not permit long-term guests in excess of 14 days within a one-year period without receiving prior permission from Management.
- You may not allow boarders, lodgers, “permanent guests”, or persons barred from Housing Authority owned and managed properties to reside in your home. New additions to the household must be approved by management, prior to their residing in the unit.
- Use your home as a residence only for your family. **Those who are not on the dwelling lease are not permitted to use your mailing address for any reason.** Doing so is evidence the person is residing in the unit without authorization, and termination of the dwelling lease will be initiated.
- Tenants are responsible for their guest’s actions.

## HOW TO AVOID UNNECESSARY CHARGES TO YOUR ACCOUNT

In order to avoid unnecessary charges to your account make it a good practice to pay your rent on time and take care of the inside and outside of your home. Avoid damages to window screens, interior and exterior doors, window blinds and walls, clogged drains and toilets. Yards should be kept free of trash and debris. Maintenance conducts an inspection of the development weekly. If they provide any services as a result of their inspection you will be charged accordingly.

## EXTERMINATION

Tenants **must** permit the extermination of apartments so that infestation does not become a problem. If necessary, tenants must empty the contents of kitchen cabinets, pantry, and closets and fully cooperate with the exterminator. Failure to cooperate will result in a lease violation.

## PAINT POLICY

**Tenants are not permitted to paint their homes.** If we repaint your unit after you have painted the unit, you will be charged cost of supply and labor.

## DO'S AND DON'TS FOR YOUR SAFETY

### **DO'S:**

Report all emergencies to the management office between the hours of 9:00 A.M. and 4:30 P.M. After hour emergencies should be reported to the maintenance on call. Be particularly prompt about reporting water leaks, gas leaks, and electrical power failures.

Check the wiring on your own electrical appliances for frayed edges and replace where worn.

Keep the space around the stove, furnace and water heater clear of paper, clothes and other items that are considered a fire hazard.

Report storm damage.

### **DON'TS:**

Do not store paint, gasoline, rags, papers, etc. in your home.

Do not leave lighted candles unattended.

Do not leave electric fans running when you are not at home.

**Do not remove the battery from the smoke/fire detector for any reason.**

Do not remove screens from the windows.

Do not use any alternative heating sources such as gas fireplaces or kerosene heaters.

## SIX EASY STEP'S TO FOLLOW WHEN PREPARING TO MOVE

**STEP 1:** Give the Management office **30 days notice in writing** that you are planning to move. **If you neglect to give 30 days written notice to vacate, you will forfeit your security deposit.** Do not forget to provide your new address.

**STEP 2:** Thoroughly clean the unit.

**STEP 3:** Do not leave items belonging to you. Items left in the apartment will be assumed to be unwanted.

**STEP 4:** Lock all windows and doors.

**STEP 5:** Clear your account with Wayne Gardens. Any charges remaining after you move will be deducted from your security deposit. If the security deposit does not cover all charges you will be billed for the remaining amount due.

**STEP 6:** You are charged rent for the apartment until the day you vacate the premises by telling the management office to deactivate your pin number.

**ILLEGAL DRUG ACTIVITY**  
**AND OTHER CRIMINAL ACTIVITY**  
**WILL NOT BE TOLERATED.**

All drug-related criminal activity on or off the premises or other criminal activity occurring on or off the premises that threatens the health, safety, or right to peaceful enjoyment of the neighbors or Management staff will be just cause for termination of tenancy and eviction from the dwelling unit.

**TO REPORT PERSONS SUSPECTED OF DRUG ACTIVITY  
IN YOUR COMMUNITY CALL:**

**THE 24 HOUR CONFIDENTIAL HOTLINE  
AT 717-261-1113**

**OR LOG ONTO: [www.drugtaskforce.org](http://www.drugtaskforce.org)**

**SUPPORTIVE SERVICES COORDINATOR**

Wayne Gardens has a Supportive Services Coordinator on staff who is available to assist you if you should have problems paying your rent or other bills. The Supportive Services Coordinator is also available if tenants are experiencing difficulties or emergencies where referral, advice, or assistance is needed.

**COMMUNITY ROOM**

Management is always searching for new ideas for community events but we need YOUR input. Please feel free to call your Supportive Services Coordinator or your Property Manager with your ideas at any time!!!!

There is a community room available for use by the tenants of Wayne Gardens.

## BOARD OF DIRECTORS

Wayne Gardens, as a project of the Valley Community Housing Corporation, has a voluntary board of directors which meets every month at the housing offices of the Franklin County Housing Authority.

### HOUSEKEEPING STANDARDS

**Tenants are required to abide by the housekeeping standards set forth below at all times. If the unit is found not to be compliant with housekeeping standards, photos will be taken. Failure to abide by the Housekeeping Standards at any time will result in a lease violation for poor housekeeping. If a violation for poor housekeeping is issued, management will perform a follow up inspection to ensure the unit meets housekeeping standards in at least 30 days. Additional inspections may be necessary depending on the condition of the unit at that time.**

(a) Housekeeping Standards: Inside the unit:

General—

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen—

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink and dishwasher: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom—

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust and should be utilized when showering to avoid mildew accumulation.
- (5) Floor: should be clean and dry.

Storage Areas—

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.
- (4) Units should be free of debris, motor vehicle parts, and flammable materials.

(b) Housekeeping Standards: Outside the Unit

- (1) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (2) Hallways: should be clean and free of hazards.
- (3) Stairwells: should be clean and uncluttered

**This list of housekeeping standards is a sample, and is not to be considered limited to only the items listed.**

## **WAYNE GARDENS PET POLICY**

### **ASSISTANCE ANIMALS**

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures, or
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to Wayne Gardens Management's pet policies described below.

For an animal to be excluded from the pet policy, and be considered an assistance animal, there must be a person with disabilities in the household and the family must request, and Wayne Gardens Management approve, a reasonable accommodation in accordance with Wayne Gardens Management's reasonable accommodation policies.

Wayne Gardens Management will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability.

Wayne Gardens Management has the authority to regulate assistance animals under applicable federal, state, and local law.

A person with a disability is not automatically entitled to have an assisted animal. Reasonable accommodation requires that there be a relationship between the person's disability and his or her need for the animal. Wayne Gardens Management would be permitted to verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. As with all other disability-related inquiries, Wayne Gardens Management may not ask about the nature or severity of the resident's disability.



## **CARE AND HANDLING OF ASSISTANCE ANIMALS**

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, Wayne Gardens Management will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If Wayne Gardens Management determines that no such accommodation can be made, Wayne Gardens Management may require that the assistance animal in violation of the policies be removed from the premises.

### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by Wayne Gardens Management.

The pet owner must submit and enter into a Pet Agreement with Wayne Gardens Management.

#### **Registration of Pets**

Dogs and cats must be registered with Wayne Gardens Management before they are brought onto the premises.

Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

If a tenant is found to be harboring an unregistered animal, an extension of 14 days may be granted pending the completion of registration requirements before administrative action is taken to remove the animal and begin the eviction process.

Execution of a Pet Agreement with Wayne Gardens Management certifying that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

Registration must be renewed and will be coordinated with the annual recertification date.

#### **Refusal to Register Pets**

Wayne Gardens Management may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If Wayne Gardens Management refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial.

Wayne Gardens Management will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any pet restrictions listed in this policy;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The pet owner has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order;

Wayne Gardens Management reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify Wayne Gardens Management and agree to abide by all of the pet policies in writing.

## **B. STANDARDS FOR PETS**

If an approved pet gives birth to a litter, the resident must remove all, except the approved pet from the premises within 14 days.

If subjecting an animal to any procedure required by this policy is verified by a veterinarian to be medically unsafe due to the age or medical condition of the animal, Wayne Gardens Management may choose to waive the requirement.

### **Types of Pets Allowed**

#### **Definition of "Common Household Pet"**

*Common household pet* means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles (including lizards and turtles)

- Rodents

- Insects

- Arachnids

- Wild animals or feral animals

- Pot-bellied pigs

- Animals used for commercial breeding

Tenants whose registration has been approved, may own a maximum of 2 pets, only 1 of which may be a dog or cat. Tenants may not own both a dog and a cat.

### **Pet Restrictions**

The following animals are not permitted:

Any animal whose adult weight will exceed 18 pounds

Breeds of dogs, such as Pit Bulls, Bull Terriers, German Shepherds, Doberman Pinschers, Rottweilers, Chows, or Boxers, that are commonly recognized as vicious or aggressive

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

In addition to one registered animal, each household is permitted to have only one of types one (1) and two (2).

No types of pets other than the following may be kept by a resident.

1. **Birds**

Maximum number (2)

Must be enclosed in a cage at all times

2. **Fish**

Maximum aquarium size (10 gallons)

Must be maintained on an approved stand

### **Other Requirements**

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

## **C. PET RULES**

Pet owners must maintain pets responsibly, in accordance with Wayne Gardens Management policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

### **PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit, (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

### **CLEANLINESS REQUIREMENTS**

The pet owner shall be responsible for the removal of pet waste by placing it in a sealed plastic bag and disposing of it properly.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the building and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin/other container provided by Wayne Gardens Management.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

The requirements of this section are necessary for the maintenance of the health and safety of all residents of the Wayne Gardens Management, and shall apply to all pets, including, but not limited to, assistance animals and animals permitted as a reasonable accommodation.

### **ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

### **NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

### **PET CARE**

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Wayne Gardens Management property.

No animals may be tethered or chained inside or outside the building at any time.

### **RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify Wayne Gardens Management and sign a statement that they agree to abide by all of the pet policies.

### **PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by Wayne Gardens Management.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

### **PET RULE VIOLATION NOTICE**

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has 14 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

### **NOTICE FOR PET REMOVAL**

If the resident/pet owner and Wayne Gardens Management are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Wayne Gardens Management, Wayne Gardens Management may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for Wayne Gardens Management's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within 14 days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

The exception to this rule is that Tenants must remove any dog or animal that is considered to be a vicious animal within five (5) days including the day that they are notified by Wayne Gardens Management.

### **PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over 48 hours.

If the responsible party is unwilling or unable to care for the pet, or if Wayne Gardens Management after reasonable efforts cannot contact the responsible party, Wayne Gardens Management may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

### **TERMINATION OF TENANCY**

Wayne Gardens Management may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

### **EMERGENCIES**

Wayne Gardens Management will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for Wayne Gardens Management to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

### **INSPECTIONS**

Wayne Gardens Management may enter and inspect the unit without prior notice to the tenant if Wayne Gardens Management receives a complaint from other tenants, Wayne Gardens Management staff, or other agencies alleging that there is an animal suspected in the unit without Wayne Gardens Management permission that threatens the health, safety or welfare of other tenants or the community under applicable State or local law. Tenant complaints must be in writing and must be signed and dated.

## **D. DEPOSITS FOR PETS**

Pet owners are required to pay a pet deposit, *for only registered pets*, of \$75.00 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

### **REFUND OF DEPOSIT**

Wayne Gardens Management will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

Wayne Gardens Management will provide the resident with a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the resident may call Wayne Gardens Management to discuss the charges.

Wayne Gardens Management reserves the right to change or increase the required deposit by amending these rules.

#### **E. PET-RELATED DAMAGES DURING OCCUPANCY**

Wayne Gardens Management will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, Wayne Gardens Management will provide a meeting to discuss the charges.

All reasonable expenses incurred by Wayne Gardens Management as a result of damages directly attributable to the presence of the pet in the housing development will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation or extermination of fleas, ticks, or other related pests of the dwelling unit;

Damage to any common areas of the project



## **CRIME FREE POLICY**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Wayne Gardens and Tenant/Resident agree as follows:

### **Definitions:**

- a) The term "Premises" shall mean the building, complex or development in which the affordable housing dwelling unit is located. "Premises" shall include all real property and buildings owned and operated by Valley Terrace Townhomes, including, but not limited to common areas and grounds.
- b) The term "Guest" shall mean a person temporarily staying in the unit with the consent of a tenant or other member of the tenant's household.
- c) The phrase "Other person under the tenant's control" shall mean a person who is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the tenant's household. (Examples of other persons under the tenant's control including party attendees, regular visitors, and people who provide a commercial service to a household member on a regular and frequent basis, such as an in-home nursing care provider.) Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control – for example, the pizza delivery man.

Tenant, any members of the tenant's household, a guest, or other persons under the tenant's control:

- 1. Shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]. "Drug related criminal activity" also includes the possession of drug paraphernalia.
- 2. Shall not engage in any act intended to facilitate criminal activity.
- 3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is the tenant, a member of the household, a guest, or other person under the tenant's control.
- 4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in the Pennsylvania Crimes Code, at any location, whether on or near the dwelling unit premises.
- 5. Shall not engage in any illegal activity, including: prostitution as defined in 18 Pa.C.S.A. §5902; rioting, disorderly conduct and related offenses as defined in 18 Pa.C.S.A. §5501, *et seq.*, viz. harassment, stalking, public drunkenness, disrupting public meetings, cruelty to animals, holding a lottery, gambling, facsimile weapons of mass destruction; assault as prohibited in 18 Pa.C.S.A. §2701 and §2702, *et seq.*; including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises; or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the

Housing Authority's agents, or other tenants, or involving imminent or actual serious property damage.

6. Shall not be in violation of a condition of probation or parole imposed under Federal or State law.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THE LEASE AND GOOD AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and evidence of material and irreparable non-compliance. Termination of the Lease and eviction shall not require a criminal conviction.

Tenant further agrees to permit criminal history searches for all household members at least annually to determine compliance with this lease addendum.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this policy shall govern.

### **SMOKE FREE POLICY**

To promote the quality of air and the safety of residents in Wayne Gardens, along with all other developments, community centers and offices owned and managed by FCHA, smoking is not permitted in any building including apartments. Smoking is only permitted in areas that are at least 25 feet from any entrance or window.

Adopted:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. **Definitions.**

**Smoking.** The term "smoking" means the inhaling, exhaling, breathing or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electric or an electronic cigarette.

**Electronic Cigarette.** The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

3. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common

areas or adjoining grounds within 25 feet of such building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

Smoking outside any Management operated building including housing units is limited to the following area(s): 25 feet from any entrance or window, or public sidewalks.

Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will be considered a serious and repeated violation of a material term of the Lease Agreement and will result in eviction. A cleaning charge will be assessed and added to the tenant account for each violation.

"No Smoking" signs will be posted outside and inside the buildings.

**4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

**5. Reports by Tenants.** If a resident smells tobacco smoke in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.

**6. Employees and Services.** For the health and safety of the Franklin County Housing Authority employees and their representatives, no resident shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning, which may result in a significant delay of services to the apartment.

**7. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the housing development as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the housing development smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**8. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke free living environment and the efforts to designate the housing development as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property.

Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Policy than any other landlord obligation under the Lease.

## APPEALS/GREIVENCES/COMPLAINTS

### Tenant Appeal Process

Tenant appeal procedures apply to all individuals who disagree with an action taken or decision made by Wayne Gardens Management, except appeals concerning an eviction because of criminal activity or other activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or HA employees, or any drug related activity on or off the Housing Authority premises.

Tenant must request an Informal Settlement Conference in writing to the housing office within fourteen (14) days from the date of the letter the tenant received from management. The request must state the reason the tenant is requesting the hearing and must include the tenant's signature, address and phone number. If after the Informal Appeal Hearing the tenant still remains dissatisfied, a request for a Grievance Hearing can be made. This request must be submitted to the housing office within fourteen (14) days from the decision of the informal hearing.

If a tenant is unhappy with a member of the staff they may contact the Deputy Executive Director or Executive Director at (717) 263-4200.

### Complaints and Grievances

All complaints and grievances must be submitted to the housing office in writing. All pertinent information must be given such as the date, dates of any occurrences, full names and addresses, etc. We encourage that the enclosed complaint form be used.



82 W. Queen St. • Chambersburg, PA 17201  
(717) 977-3900 • Fax (717) 655-2685

### TENANT COMPLAINT FORM

Date: \_\_\_\_\_  
Name of Tenant: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Nature of Complaint: Please give a complete description of the problem, including details such as names or addresses of individuals, times and dates, etc.

\_\_\_\_\_  
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\_\_\_\_\_  
Tenant Signature (not valid unless signed)

\_\_\_\_\_  
Date

Would you, if required, be willing to testify to the information you have provided?

YES

NO

Received by: \_\_\_\_\_

Time and Date: \_\_\_\_\_

Given to: \_\_\_\_\_

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

Referred to: \_\_\_\_\_

Action Taken: \_\_\_\_\_  
\_\_\_\_\_

