

**Subpart D. HOUSING FINANCE AGENCY**

<b>Chap.</b>		<b>Sec.</b>
<b>31.</b>	<b>HOUSING FINANCE AGENCY .....</b>	<b>31.1</b>

**Source**

The provisions of this Subpart D adopted December 29, 1978, 8 Pa.B. 3811, unless otherwise noted.

**CHAPTER 31. HOUSING FINANCE AGENCY**

<b>Subchap.</b>		<b>Sec.</b>
<b>A.</b>	<b>GENERAL PROVISIONS .....</b>	<b>31.1</b>
<b>B.</b>	<b>POLICY STATEMENT ON HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM .....</b>	<b>31.201</b>
<b>C.</b>	<b>POLICY STATEMENT ON HOME ENERGY EFFICIENCY LOAN PROGRAM (R &amp; R ENERGY).....</b>	<b>31.301</b>

**Authority**

The provisions of this Chapter 31 issued under the Housing Finance Agency Law (35 P. S. §§ 1680.101—1680.603a), as amended, unless otherwise noted.

**Source**

The provisions of this Chapter 31 adopted December 29, 1978, 8 Pa.B. 3811; renumbered from 16 Pa. Code Chapter 40, May 16, 1997, effective May 17, 1997, 27 Pa.B. 2415. Immediately preceding text appears at serial pages (205045) to (205106).

**Cross References**

This section cited in 10 Pa. Code § 59.14 (relating to coordination with existing law).

**Subchapter A. GENERAL PROVISIONS**

**PRELIMINARY PROVISIONS**

<b>Sec.</b>	
31.1.	Definitions.
31.2.	Procedures for processing rental housing mortgage loan applications.
31.3.	Forms.
31.4.	Waiver.

**RENTAL HOUSING PROGRAM**

31.11.	Amortization period.
31.12.	Equity and loan ratios.
31.13.	[Reserved].
31.14.	Ancillary facilities.
31.15.	Design standards.
31.16.	Assurance of completion.
31.17.	Mortgage loan commitments.
31.18.	Rental charges.

- 31.19. Tenant Selection Plan.
- 31.20. Income verification.
- 31.21. Nondiscrimination.
- 31.22. Income limits.
- 31.23. Occupancy standards.
- 31.24. Rental surcharges.
- 31.25. Books and accounts.

#### OWNER-OCCUPIED RESIDENTIAL HOUSING PROGRAM

- 31.101. Purpose and objectives.
- 31.102. Definitions.
- 31.103. Fees and charges of the agency.
- 31.104. Community conservation and local land-use planning objectives.
- 31.105. Approval of lending institutions.

#### MORTGAGE LOAN PROGRAM

- 31.111. Commitment applications.
- 31.112. Allocation of commitments.
- 31.113. Loan insurance.
- 31.114. Eligibility requirements.
- 31.115. Execution of loan purchase agreement and loan servicing agreement.
- 31.116. Eligible loan areas.
- 31.117. Regulation of fees charged by approved sellers.
- 31.121. [Reserved].
- 31.122. [Reserved].
- 31.123. [Reserved].
- 31.124. [Reserved].
- 31.125. [Reserved].
- 31.126. [Reserved].
- 31.127. [Reserved].

#### PRELIMINARY PROVISIONS

##### § 31.1. Definitions.

(a) The definitions set forth in section 103 of the act (35 P. S. § 1680.103) shall apply to this subpart unless a term is specifically defined in subsection (b) or unless the context clearly indicates otherwise.

(b) The following words and terms, when used in this subpart, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Housing Finance Agency Law (35 P. S. §§ 1680.101—1680.603a).

*Affirmative action program*—A program whereby the Agency imposes a duty upon applicants, developers, mortgagors, contractors, subcontractors, marketing

agents and managing agents to employ minorities, minority business enterprises, females and female business enterprises from submission of the preliminary application to the satisfaction of the mortgage; such employment shall include, but not be limited to, development team members.

*Agency*—The Housing Finance Agency.

*Annual family income*—The total annual income for a low and moderate income family from whatever source derived and before taxes or withholdings, after deducting therefrom:

(i) An amount equal to \$750 for each dependent, as defined in the Internal Revenue Code as family members.

(ii) Income of minors, as defined by the Internal Revenue Code, other than the chief wage earner.

(iii) An amount equal to \$1,000 income of secondary wage earner not the principal wage earner, who is the individual making the most money.

(iv) The total family medical expenses minus 3.0% of annual gross family income. Medical expenses are those expenses which are anticipated during the 12-month period for which the annual income is computed and which are not covered by insurance; however, premiums for such insurance may be deducted as medical expenses.

*Applicant*—A corporation, partnership, joint venture, trust, individual, public body or agency, or other entity making application to receive Agency monies, assistance, or services under the act.

*Application*—A request for Agency assistance under the act made on forms furnished by the Agency and containing such information as the Agency requires.

*Development team member*—Those individuals, corporations, partnerships, joint ventures, or other entities engaged by the applicant to perform professional or technical services which are essential to the finance, design, construction, marketing, operation and management of housing financed by the Agency.

*Dwelling unit*—Living accommodations within a housing project intended for residential occupancy by a single family.

*Family*—Includes any of the following:

- (1) Elderly persons as defined by the act.
- (2) Two or more persons living together not contrary to law.
- (3) A single person.

*Female applicant*—A female individual or a female business enterprise making application to receive Agency monies, assistance, or services under the act.

*Female business enterprise*—Any business enterprise that is owned—at least 51%—or controlled by one or more females; where the female business enterprise is a general partnership or a limited partnership, the female general partner or partners must be entitled to receive at least 50% of the syndication proceeds. Control means exercising actual day-to-day management and policy decisions.

*Majority*—A nonminority and nonfemale.

*Minority*—A United States citizen who is one of the following:

- (i) Black, not of Hispanic descent.
- (ii) Hispanic.
- (iii) American Indian.
- (iv) Eskimo.
- (v) Aleut.
- (vi) Oriental.

*Minority applicant*—A minority individual or a minority business enterprise making application to receive Agency monies, assistance, or services under the act.

*Minority business enterprise*—Any business enterprise that is owned—at least 51%—or controlled by one or more minorities; where the minority business enterprise is a general partnership or a limited partnership, the minority general partner or partners must be entitled to receive at least 50% of the syndication proceeds. Control means exercising actual day-to-day management and policy decisions.

*Mortgage loan*—A loan authorized by resolution of the Agency or by a mortgage loan commitment issued on behalf of the Agency and made or to be made to an applicant for a housing project from the proceeds of sale of the Agency's bonds or notes and any other available funds for the purpose of providing construction financing or long-term financing, or both, the repayment of which is secured or to be secured as provided in the act.

*Syndication proceeds*—The sum of any compensation, fee, profits, money, and income which the general partners of a partnership or a limited partnership are entitled to receive or the sum of any profits, money, and income which any other business enterprise is entitled to receive.

#### Source

The provisions of this § 31.1 amended February 1, 1980, effective February 2, 1980, 10 Pa.B. 461. Immediately preceding text appears at serial pages (38290) and (38291).

#### Cross References

This section cited in 12 Pa. Code § 31.2 (relating to procedures for processing rental housing mortgage loan applications).

### § 31.2. Procedures for processing rental housing mortgage loan applications.

(a) *Selection criteria for mortgage loans.* Selection criteria for mortgage loans shall conform with the following:

- (1) The selection criteria for making mortgage loans to applicants shall include, but not be limited to:
  - (i) Projects that have the promise of supplying well-planned, well-designed apartment units.

- (ii) Location and suitability of the site relative to the proposed housing project.
  - (iii) Need for the proposed housing project.
  - (iv) Qualifications of the development team.
  - (v) Participation of minorities, minority business enterprises, females, and female business enterprises as development team members or as applicants.
- (2) Where some applicants for mortgage loans satisfy the selection criteria set forth in paragraph (1)(i)—(iv) but not the criteria set forth in paragraph (1)(v), the Agency may make mortgage loans to other applicants who satisfy the selection criteria set forth in paragraph (1)(i)—(v).
- (b) *Rental housing program.* The basic steps in the processing of an Agency rental housing program mortgage loan application under Article IV-A of the act (35 P. S. §§ 1680.401a—1680.404a) are as follows:
- (1) *Preliminary application submission.* Preliminary application submission shall conform with the following:
    - (i) The applicant shall submit a completed application with the required exhibits including evidence of land control, sketch plot plan, and location map. The Agency staff may inspect the proposed site and will analyze and evaluate the rental market the applicant proposes to attract to the proposed project development. The Agency will then advise the applicant of its findings.
    - (ii) The applicant and development team members must comply with the provisions of this part and the procedures and policies of the Agency regarding the finance, design, construction, marketing, operation, and management of housing financed by the Agency. The applicant and development team members must also comply with the Agency's affirmative action program and policies and procedures regarding the finance, design, construction, marketing, operation, and management of housing. In order to insure that an applicant or a development team member claiming to be a minority business enterprise or a female business enterprise is such an enterprise within the meaning of § 31.1 (relating to definitions), the Agency shall after notice have the right to audit and inspect the books, agreements, contracts, and other relevant documents of any applicant or development team member making such claim.
  - (2) *Feasibility submission.* Feasibility submission shall conform with the following:
    - (i) If the Agency staff finds the site and market suitable for the proposed project, the applicant shall submit a feasibility submission which includes:
      - (A) Schematic—architectural—drawings.
      - (B) Preliminary cost estimate.
      - (C) Evidence of proper zoning.

(D) Proposed operating budget.

(E) Any other documentations deemed necessary by the Agency.

(ii) If the feasibility submission is determined to be “feasible” by the Agency staff, a feasibility analysis will be prepared and forwarded by the Agency staff to the Agency Board for its consideration. If the Board approves the feasibility requirements by the applicant, the Agency will then proceed to the commitment submission.

(3) *Commitment submission.* Commitment submission shall conform with the following:

(i) At this point, the applicant is required to submit a commitment submission which includes:

(A) Preliminary working drawings and outline specifications in sufficient detail for cost analysis by the Agency.

(B) Tenant selection plan, concerning which reference should be made to § 31.19 (relating to Tenant Selection Plan).

(C) Affirmative Action Program for Minority Employment to ensure equal opportunity.

(D) Affirmative Action Program for marketing rental to ensure equal opportunity.

(E) Management plan.

(F) All other items or documentation the Agency deems necessary.

(ii) When the applicant has submitted and completed the commitment requirements in acceptable form, the Agency staff will prepare and forward a commitment analysis to the Board of the Agency for its consideration. If the Board approves the commitment analysis, the Agency will issue a commitment letter to the applicant.

(4) *Initial closing.* Upon receipt of the commitment letter Agency, the applicant shall advise his attorney to provide the counsel of the Agency with the required legal closing documents. An initial closing date shall be mutually agreed upon, and the closing shall be held.

(5) *Construction.* The Agency will conduct regular on-site inspection of construction progress. Construction loan disbursements will be made monthly on the basis of work-in-place as approved by the Agency.

(c) *Federally related mortgage loan program.* The processing of an application for a Federally related or assisted mortgage loan from the Agency shall follow the procedures described in subsection (b) unless the characteristics of the Federal program make one or more of the steps unnecessary and shall be subject to such additional procedures as are necessary to ensure compliance with provisions of the Federal program and the act.

#### Source

The provisions of this § 31.2 amended through February 15, 1980, effective February 16, 1980, 10 Pa.B. 760. Immediately preceding text appears at serial pages (38291) and (38292).

**§ 31.3. Forms.**

The Agency may, from time to time, prescribe forms and amendments or supplements thereto to be used by all applicants under the act.

**§ 31.4. Waiver.**

The Agency may waive or vary particular provisions of this subpart:

- (1) To conform to the requirements of the United States Department of Housing and Urban Development or the United States Department of Agriculture in connection with any housing development with respect to which Federal assistance is sought; or
- (2) In exceptional circumstances, under an emergency situation, or if, in the determination of the Agency, the application of a provision to a specific case may result in the undue hardship.

**RENTAL HOUSING PROGRAM****§ 31.11. Amortization period.**

Mortgage loans made for the permanent financing of housing developments may be made for terms up to 50 years.

**§ 31.12. Equity and loan ratios.**

The Agency may make mortgage loans to limited-profit mortgagors of up to 90% of total project cost. The Agency may make mortgage loans to nonprofit mortgagors of up to 100% of total project cost.

**§ 31.13. [Reserved].****§ 31.14. Ancillary facilities.**

In financing the construction of low and moderate income housing, the Agency encourages the construction of community, recreational, commercial, and other nonhousing facilities to the extent economically feasible. Since the Agency primarily finances the construction or rehabilitation of housing, the proportion of nonhousing facilities should be incidental to the housing proposed and subsequently developed in accordance with the Federal Internal Revenue Service requirements, and in accordance with provisions of the act.

**§ 31.15. Design standards.**

The Agency will impose on all rental housing its own design standards in accordance with the requirements set forth in *Submission Guide for Architects*, on file in the Agency, in addition to the applicable State and local code requirements. On Federally assisted Section 8 projects, HUD's *Minimum Property Standards* must be followed in addition to the standards set forth in this section.

**§ 31.16. Assurance of completion.**

The Agency will require payment and performance bonds equal to 100% of the contract price, including liquidated damages or penalties for failure to complete construction by the completion date, or an irrevocable letter of credit or pledged securities equal to 25% to 50% of the contract price, or such other amounts of security acceptable to the Agency.

**§ 31.17. Mortgage loan commitments.**

The Agency may issue conditional or firm commitments for mortgage loans to mortgagors. However, all firm commitments are subjected to the ability of the Agency to sell its notes or bonds in such amounts and on such terms as are acceptable to the Agency in its sole discretion.

**§ 31.18. Rental charges.**

Only rents established or approved by the Agency may be charged for dwelling units in housing projects receiving a permanent mortgage loan from the Agency. In establishing or approving rents, the Agency will provide for rents which, together with other money legally available to the Agency or the mortgagor, will be sufficient to meet the debt service and the maintenance and operational requirements of the housing project unless such rents would cause rental vacancies in excess of 50% of the total apartment units in the property. The rental charges established by this section shall conform with the definition “moderate rentals” and “low rentals” as set forth in section 103 of the act (35 P. S. § 1680.103).

**Cross References**

This section cited in 12 Pa. Code § 31.19 (relating to Tenant Selection Plan).

**§ 31.19. Tenant Selection Plan.**

Each mortgagor shall prepare and submit to the Agency, as a part of its application for financing, a Tenant Selection Plan. The Tenant Selection Plan shall include, but not be limited to the following:

- (1) The proposed rent structure of the housing project, which is determined by § 31.18 (relating to rental charges), including any rent levels made possible by Federal or other subsidies.
- (2) The mortgagor’s allocation of at least 51% of its dwelling units to low and moderate income families. However, this 51% may be temporarily waived by the Agency if the Agency determines that the mortgagor has made a good faith effort to accomplish this 51% but has been unsuccessful and, as a result, the development or project has suffered an undue economical hardship. The 51% waiver will be granted only after the Agency determines, through a thorough analysis of the marketing efforts of the mortgagor, that a limited number of low and moderate income families reside in the market area and an insuffi-

cient number applied for tenancy. This analysis would include, but would not be limited to, an examination of advertising schedules, letters and telephone inquiries, and project files.

(3) That the following schedule of occupancy priorities be maintained to the fullest extent possible:

- (i) Persons and families displaced by natural disasters.
- (ii) Persons and families displaced by urban renewal or other governmental action.
- (iii) Elderly persons and families.

#### Cross References

This section cited in 12 Pa. Code § 31.2 (relating to procedures for processing rental housing mortgage loan applications).

### § 31.20. Income verification.

(a) To assure that the maximum annual income limits for low and moderate income families are being complied with, the mortgagor must verify the income eligibility of tenants.

(b) Verification shall be accomplished by the applicant for a rental unit signing a release which authorizes the mortgagor to request a written verification of the most recent yearly income from the applicant's employer. Copies of correspondence for income verification must be maintained on file by the mortgagor.

(c) Reexamination of income shall occur at least once every 2 years or more often as may be required by the Agency.

### § 31.21. Nondiscrimination.

All dwelling units and ancillary facilities financed or otherwise assisted under the act shall be rehabilitated, constructed, marketed, sold or rented in a manner as provided for in this subpart. At the commitment submission stage, mortgagors, contractors, subcontractors, marketing agents, and managing agents shall provide the Agency with an acceptable Affirmative Action Program which will ensure equal opportunity in employment, marketing, and rental without discrimination as to race, national or ethnic origin, religion, creed, sex, age or handicap. The Affirmative Action Program shall be consistent with all applicable Federal and State statutes.

### § 31.22. Income limits.

The maximum annual family income limit for a moderate family occupying a rental unit permanently financed by the Agency is \$18,000. This figure shall increase on each annual anniversary date of the effective date of this chapter in the same proportion as the increase in the Cost of Living Index, for Philadelphia, for the same time period, as published by the Department of Labor. Notwithstanding any provision of this subpart to the contrary, with respect to housing financed

in whole or in part by a Federally-aided mortgage loan which is to provide housing for moderate and low income persons, the Agency's actions in authorizing such mortgage loan will have the effect of adopting, as the Agency's income limitations for initial occupancy of the housing project or part thereof, the income limitations for initial occupancy then provided in the Federal program pursuant to which the mortgage loan or part thereof qualifies as a Federally-aided mortgage.

**Cross References**

This section cited in 12 Pa. Code § 31.24 (relating to rental surcharges).

**§ 31.23. Occupancy standards.**

Families shall be assigned dwelling units of such size that only bedrooms will be used for sleeping quarters, each bedroom to be occupied by no more than two persons.

**§ 31.24. Rental surcharges.**

(a) In the event the maximum family income of a moderate family occupying a rental housing unit permanently financed by the Agency increases after initial occupancy so that it exceeds 125% of the allowable income limit established in § 31.22 (relating to income limits), a rental surcharge shall be charged the family in accordance with the following schedule:

**SURCHARGE SCHEDULE**

<i>Adjusted Family Income As A Percentage of Maximum Adjusted Income for Initial Occupancy of Premises</i>	<i>Rent Surcharge As A Percentage of Rent</i>
0.0% to 125%	None
125% to 130%	4.0%
130% to 135%	6.0%
135% to 140%	8.0%
140% or greater	10%

(b) A rental charge shall be charged prospectively only and shall not be imposed until the family completes its first lease year. The family shall pay 1/12 of the rent surcharge along with the monthly rent payment on the first calendar month after receipt of notice from mortgagor requiring this in accordance with the surcharge schedule set forth in subsection (a).

(c) The mortgagor shall proportionately reduce the amount of any rental surcharge imposed on a tenant under this section in the event that the adjusted fam-

ily income of such tenant decreases during the 12-month period after the date of the last prior increase in the adjusted family income.

**§ 31.25. Books and accounts.**

All books and records of mortgagors, agents of the mortgagors and general contractors shall be open to inspection and audit by representatives of the Agency or certified public accountants retained by the Agency at all reasonable hours.

**OWNER-OCCUPIED RESIDENTIAL HOUSING PROGRAM**

**Source**

The provisions of these §§ 31.101—31.105 adopted May 7, 1982, effective May 8, 1982, 12 Pa.B. 1485; amended April 8, 1983, effective April 9, 1983, 13 Pa.B. 1248, unless otherwise noted. Immediately preceding text appears at serial pages (71448) to (71450).

**§ 31.101. Purpose and objectives.**

These §§ 31.101—31.105 are established and will be applied to effectuate the general purposes of the act and the specific objective of providing funds for the financing of certain owner-occupied residential housing for occupancy by qualified persons in this Commonwealth and thereby encouraging the purchase, construction, rehabilitation, and home improvement of residential housing by such persons. Through its purchase program, the Agency increases the availability of funds for such residential housing by making commitments to local lending institutions to purchase and by purchasing loans approved by the Agency as meeting the standards set forth in these §§ 31.101—31.105.

**Cross References**

This section cited in 12 Pa. Code § 31.102 (relating to definitions).

**§ 31.102. Definitions.**

(a) All words and terms which are defined in the act are used in these §§ 31.101—31.105 as defined in the act.

(b) The following words and terms, when used in these §§ 31.101—31.105 have, unless the context clearly indicates otherwise, the following meanings:

*Approved lending institution*—Any lending institution as defined by the act and approved by the Agency.

*Bonds*—Bonds issued to obtain funds to purchase program loans as provided in Article V-A of the act (35 P. S. §§ 1680.501a—1680.508a).

*Eligible borrower*—Any mortgagor or borrower meeting the criteria set forth by the Agency.

*Home improvement loan*—A loan made for the improvement of a single-family dwelling.

*Income*—The total annual income of a family or person as defined by the Agency.

*Loan*—A mortgage loan, a substantial rehabilitation loan, or a home improvement loan made by an approved lending institution to an eligible borrower and meeting the conditions set forth in these §§ 31.101—31.105.

*Loan commitment*—The aggregate unpaid principal amount of loans which an approved lending institution agrees to deliver and sell to the Agency and the Agency agrees to purchase.

*Loan purchase agreement*—An agreement entered into between an approved lending institution and the Agency under which the lending institution agrees to deliver and sell to the Agency and the Agency agrees to purchase loans.

*Loan servicing agreement*—An agreement entered into between an approved lending institution and the Agency under which the lending institution agrees to service the loans purchased by the Agency.

*Mortgage loan*—A loan made for the purchase or construction of a single-family dwelling.

*Program*—A program of the Agency involving mortgage loans, substantial rehabilitation loans, or home improvement loans administered under these §§ 31.101—31.105.

*Program guidelines*—A guide for a program promulgated by the Agency, summarizing specific contractual requirements of the program, as revised and supplemented from time to time.

*Qualified insurer*—The Federal Housing Administration, the Veterans Administration, and any other person legally authorized to insure or guarantee, in whole or part, the payment of loans for single-family dwellings in this Commonwealth and otherwise meeting the qualifications set forth in these sections.

*Single family dwelling*—A structure designed for occupancy by no more than four persons or families in separate dwelling units, provided that at least one such dwelling unit shall be occupied by the owner thereof as a primary residence; the term includes condominium units and planned unit development.

*Substantial rehabilitation loan*—A loan made for the purchase and substantial rehabilitation or for the substantial rehabilitation of a single-family dwelling.

#### Cross References

This section cited in 12 Pa. Code § 31.101 (relating to purpose and objectives).

### § 31.103. Fees and charges of the agency.

Fees may be established by the Agency in connection with loans to be purchased by the Agency in connection with a program. The Agency may establish such other premiums and penalties as it shall determine to be necessary in connection with a program.

**Cross References**

This section cited in 12 Pa. Code § 31.101 (relating to purpose and objectives); and 12 Pa. Code § 31.102 (relating to definitions).

**§ 31.104. Community conservation and local land-use planning objectives.**

The Agency will establish specific procedures and minimum standards to ensure that community conservation goals and local land-use planning objectives are encouraged.

**Cross References**

This section cited in 12 Pa. Code § 31.101 (relating to purpose and objectives); and 12 Pa. Code § 31.102 (relating to definitions).

**§ 31.105. Approval of lending institutions.**

When approving a lending institution, the Agency will consider, among other things, the financial strength and stability of the lending institution and its qualifications to originate loans under National Secondary Mortgage Market Standards.

**Cross References**

This section cited in 12 Pa. Code § 31.101 (relating to purpose and objectives); and 12 Pa. Code § 31.102 (relating to definitions).

**PROGRAMS GENERALLY****Source**

The provisions of these §§ 31.111—31.117 adopted May 7, 1982, effective May 8, 1982, 12 Pa.B. 1485; amended April 8, 1983, effective April 9, 1983, 13 Pa.B. 1248, unless otherwise noted. Immediately preceding text appears at serial pages (71450) to (71452).

**§ 31.111. Commitment applications.**

The Agency will make available to lending institutions who so request a form of loan commitment application at least 14 days in advance of the date such applications must be submitted to the Agency. The application shall be in the form prescribed by the Agency and shall contain, among other things, the following:

- (1) Provision for the lending institution to state the maximum principal amount of loans which the lending institution offers to sell to the Agency.
- (2) The date by which the application must be received by the Agency in order to be considered for an allocation of funds.
- (3) Draft forms of the proposed loan purchase agreement and servicing agreement.
- (4) Provision for the lending institution to furnish information regarding its loan origination and servicing activities during a time period prescribed by the Agency.

(5) Provision for payment by the lending institution of a commitment fee in an amount prescribed by the Agency as consideration for the Agency's issuance of a loan commitment.

**§ 31.112. Allocation of commitments.**

In allocating funds available to meet the loan commitments requested by approved lending institutions, the Agency may consider, among other things, the amounts and geographical areas of the loan commitments requested and the activity and ability of the approved lending institutions to originate and service loans.

**§ 31.113. Loan insurance.**

The Agency may require that all or a portion of the loans be insured under insurance programs satisfactory to the Agency.

**§ 31.114. Eligibility requirements.**

The Agency may designate income and other criteria with respect to persons eligible to receive loans and with respect to the use of proceeds of loans by such persons, which criteria may vary according to geographical area, in order that the purchase of loans by the Agency shall best effectuate the purposes of the act, Commonwealth housing policy objectives, and the objective of expansion of the supply of funds in this Commonwealth available for loans. The Agency may set limitations on the principal amounts of loans to effectuate the purposes of the act.

**§ 31.115. Execution of loan purchase agreement and loan servicing agreement.**

The Agency will specify the dates by which the lending institution and the servicing lending institution, if other than the lending institution, shall execute the loan purchase agreement and the loan servicing agreement.

**§ 31.116. Eligible loan areas.**

The Agency may designate those areas of this Commonwealth in which the purchase of loans by the Agency will best effectuate the purposes of the act.

**§ 31.117. Regulation of fees charged by approved sellers.**

The Agency may regulate, limit, restrict, or prohibit by contract the charge or collection of any commitment fee, premium, bonus, points or other fees in connection with the origination and servicing of loans by approved lending institutions to be purchased by the Agency.

**§§ 31.121—31.127. [Reserved].****Source**

The provisions of these §§ 31.121—31.127 adopted May 7, 1982, effective May 8, 1982, 12 Pa.B. 1485; reserved April 8, 1983, effective April 9, 1983, 13 Pa.B. 1248. Immediately preceding text appears at serial pages (71452) to (71454).

**Subchapter B. POLICY STATEMENT ON HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

## Sec.

- 31.201. Definitions.
- 31.202. Eligibility for mortgage loan assistance.
- 31.203. Notice; application procedures.
- 31.204. Agency review.
- 31.205. Financial hardship due to circumstances beyond the homeowner's control.
- 31.206. Reasonable prospect of resuming mortgage payments and paying mortgage by maturity.
- 31.207. Repayment.
- 31.208. Insufficient funds.
- 31.209. Appeals.
- 31.210. Periods of high unemployment.
- 31.211. Act 91 Notices; information to be supplied to the Agency.

**Source**

The provisions of this Subchapter B adopted March 2, 1984, effective March 3, 1984, 14 Pa.B. 723, unless otherwise noted.

**§ 31.201. Definitions.**

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

*Act 91 Notice*—The notice of intention to foreclose required to be sent to a mortgagor prior to the filing of a foreclosure action under the act in the form prescribed in this subchapter.

*Applicant*—A person who has received the notice described in Appendix A and who has submitted an application to the Agency under this subchapter.

*Consumer credit counseling agency*—A nonprofit corporation or governmental entity located in this Commonwealth which has been designated by the Agency to provide Homeowner's Emergency Mortgage Assistance Program counseling. A qualified consumer credit counseling agency shall either be certified as a housing counseling agency by the United States Department of Housing and Urban Development or otherwise be determined acceptable by the Agency. A list of counseling agencies approved by the Agency is set forth in Appendix C. This list was last updated and includes all changes through April 1, 2016. Future updates of this list will only appear on the Agency's web site at [www.phfa.org](http://www.phfa.org), and will be updated on a periodic basis as changes occur. The Agency will annually publish a schedule for updates to the list, and mortgagees will be expected to update their lists in accordance with the schedule.

*Face-to-face meeting*—A meeting conducted either in-person or remotely using technological means, through which the applicant and consumer credit counseling agency communicate with each other contemporaneously, both audibly and visually.

*Gross household income*—The total income of the applicant, all other owners-occupants of the residence, any spouse and children residing in the same household as the applicant and other residents of the household declared by the mortgagor as dependents for Federal tax purposes. The term does not include the income of minor children. The income of adult children or other unrelated individuals residing in the household shall be considered part of gross household income only to the extent that their income is available to the household.

*Homeowner*—The owner occupant of a one- or two-family residential structure or the owner-occupant of a cooperative or condominium unit who is also the borrower, debtor or obligor on a mortgage encumbering the residence. The term is interchangeable with the term “mortgagor.”

*Installment sales contract or agreement*—An agreement or contract under which the seller of residential real property conveys ownership of or an equitable interest in real estate which constitutes the principal residence of the buyer wherein the seller finances the purchase by the buyer through contract, agreement, note or other security interest, if that contract or agreement does not constitute a default under the terms of a pre-existing mortgage between the seller and the seller’s mortgagee.

*Mortgage*—A lien, other than a judgment, on a fee simple or leasehold interest in real property which constitutes the principal residence of the mortgagor, obligor or debtor, located in this Commonwealth together with credit instruments secured thereby. The term includes an installment sales agreement or installment sales contract. The term also includes an obligation evidenced by a security lien on real property upon which an owner-occupied mobile home is located.

*Mortgagee*—A lender whose debt is secured by a mortgage.

*Mortgagor*—The owner occupant of a one- or two-family residential structure or the occupant of a cooperative or condominium unit who is also the borrower, debtor or obligor on a mortgage encumbering the residence. This term is interchangeable with the term “homeowner.”

*Net effective income*—Gross household income less city, State and Federal income and Social Security taxes.

*Noncorporate seller*—A person holding a mortgage who is not a bank, a savings and loan association, a mortgage bank, a consumer discount company or other entity in the mortgage lending business.

*Reasonable attorneys’ fees and costs*—Fees for legal services and reasonable and necessary costs related thereto, which are actually incurred by a mortgagee, in commencing or pursuing an action of mortgage foreclosure. The Agency will

reimburse lenders for reasonable attorneys' fees and reasonable and necessary costs, which are actually incurred by a mortgagee, in commencing or pursuing an action of mortgage foreclosure and which meet the requirements or limitations on the Agency's web site at [www.phfa.org](http://www.phfa.org). The Agency will reimburse lenders based upon a reasonable hourly rate as may be established by the Agency annually and published by the Agency in the *Pennsylvania Bulletin*.

*Total housing expense*—The sum of the mortgagor's monthly mortgage payments, including escrows, utility costs, hazard insurance expenses, real property taxes and, in the case of cooperatives and condominiums, the maintenance expense shall consist of the monthly amount the unit is assessed for the maintenance of common elements.

#### Source

The provisions of this § 31.201 amended through June 13, 1986, effective June 14, 1986, 16 Pa.B. 2126; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective June 5, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171; amended April 2, 2021, effective April 3, 2021, 51 Pa.B. 1824. Immediately preceding text appears at serial pages (380293) to (380295).

#### Notes of Decisions

##### *Ownership*

While the Pennsylvania Housing Finance Agency may not base a determination of ownership on compliance with the recording laws for purposes of 35 P.S. § 1680.402(c) governing mortgage assistance they may require recordation as evidence of ownership under the housing finance regulations in the *Pennsylvania Code*. *Land v. Housing Finance Agency*, 515 A.2d 1024 (Pa. Cmwlth. 1986).

#### § 31.202. Eligibility for mortgage loan assistance.

(a) Property must be all of the following:

- (1) A one- or two-family owner-occupied residence.
- (2) Secured by a mortgage, or other security interest in the case of a cooperative or condominium.
- (3) The principal residence of the mortgagor.
- (4) Located within this Commonwealth.

(b) A mortgage which is insured under Subchapter II of the National Housing Act (12 U.S.C.A. §§ 1707—1715z-25) and mortgages where the secured property is used primarily for commercial or business purposes are not eligible for assistance.

(c) A mortgage held by a noncorporate seller is not eligible for assistance unless the noncorporate seller elects, in writing, in the mortgage or elsewhere to be covered by sections 103 and 401-C—409-C of the act (35 P.S. §§ 1680.103 and 1680.401c—1680.409c). This election may be indicated by the issuance of an Act 91 notice—see Appendix A.

(d) A mortgagor is not eligible for a mortgage assistance loan if any of the following apply:

- (1) The mortgage is more than 24 months delinquent or in default for more than 24 months under the terms of the mortgage.
- (2) The aggregate amount of assistance needed to bring the mortgage delinquencies current exceeds \$60,000.

(3) The property is encumbered by more than two mortgages, other than a mortgage filed by the agency to secure repayment of the mortgage assistance loans, or by other liens or encumbrances which would unreasonably impair the security of the Agency's mortgage as determined by the Agency.

(e) The mortgagee shall have indicated to the homeowner, using the notice referred to in Appendix A, its intention to foreclose or initiate other legal action to take possession of the secured real property. This notice need not be sent to homeowners who do not qualify under subsection (a), (b), (c) or (d).

(f) If a homeowner is in bankruptcy and the automatic stay under 11 U.S.C.A. § 362 is still in effect, the lender is legally prevented from foreclosing. A homeowner who has been sent the notice referred to in Appendix A may apply to the Agency for a mortgage assistance loan while protected by the automatic stay. If the Agency approves the application and the homeowner is still protected by the automatic stay, the approval will be contingent upon the trustee and the bankruptcy court approving the incurring of the mortgage assistance loan by the homeowner.

(g) The homeowner shall meet all of the following requirements:

(1) Be a permanent resident of this Commonwealth.

(2) Have had a favorable residential mortgage credit history for the previous 5 years, as determined under § 31.205(c)(5) (relating to financial hardship due to circumstances beyond the homeowner's control).

(3) Be suffering financial hardship due to circumstances beyond his control which renders the homeowner presently unable to correct the delinquencies within a reasonable time and unable to make full mortgage payments. In determining if circumstances are beyond the homeowner's control, the Agency will consider the homeowner's credit history, employment record, assets, current and past household income, net worth and other relevant factors.

(4) Have a reasonable prospect of resuming full mortgage payments within 24 months after the beginning of the period for which assistance payments are provided by the Agency and be capable of making any payments then remaining due on the mortgage in full by the maturity date or a later date to be agreed upon by the mortgagee.

(5) All owners of the residence shall execute—either personally or through a valid power of attorney—the mortgage and other related loan documents required by the Agency, except as follows:

(i) When the residence is owned by spouses who are separated and the applicant is occupying the mortgaged premises.

(ii) When the residence is jointly owned by former spouses, who are divorced, and the applicant, who is occupying the mortgaged premises, is unable to locate a former spouse or the applicant is unable to obtain a former spouse's consent to join in the application or sign the Agency's loan documents.

(6) When an individual has acquired the residence through inheritance, is able to demonstrate ownership of the residence, has assumed the mortgage and is occupying the mortgaged premises, the individual may be eligible for mortgage assistance provided that all other eligibility criteria are fulfilled. When

more than one individual acquires a residence through inheritance, all owners of the residence shall execute—either personally or through a valid power of attorney—the mortgage and other related loan documents required by the Agency.

#### Source

The provisions of this § 31.202 amended through June 13, 1986, effective June 14, 1986, 16 Pa.B. 2126; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective June 5, 1999, 29 Pa.B. 2859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (336302) to (336304).

#### Notes of Decisions

##### *Applications*

Requiring all co-owners to apply jointly for mortgage assistance is plainly within the scope of authority delegated to the Housing Finance Agency. *Anela v. Housing Finance Agency*, appeal granted 675 A.2d 1252 (Pa. 1996); reversed 690 A.2d 1157 (Pa. 1997). (*Editor's Note*: The court cited former 16 Pa. Code § 40.202 in its decision. 16 Pa. Code § 40.202 was renumbered as 12 Pa. Code § 31.202, at 27 Pa.B. 2415 (May 17, 1997).)

##### *Bankrupt Mortgagor*

A debtor in bankruptcy may only receive emergency mortgage assistance from the Housing Finance Agency if the automatic stay has been lifted. *Watts v. Housing Finance Agency*, 876 F.2d 1090 (3rd Cir. (Pa.) 1989).

##### *Construction with Statutes*

The enabling statute, 35 P.S. § 168.401(c)(a)(2), will not be read narrowly by reason of a grammatical interpretation so as to exclude one-family dwellings from the “owner-occupied” requirement for emergency mortgage assistance; therefore this section is consistent with the statute. *Hawkins v. Housing Finance Agency*, 595 A.2d 712 (Pa. Cmwlth. 1991).

##### *Evidence of Ownership*

While the Housing Finance Agency may not base a determination of ownership on compliance with the recording laws for purposes of 35 P.S. § 1680.402(c) governing mortgage assistance they may require recordation as evidence of ownership under the housing finance regulations in the *Pennsylvania Code*. *Land v. Housing Finance Agency*, 515 A.2d 1024 (Pa. Cmwlth. 1986).

##### *Joint Applications*

This policy statement requiring all co-owners, except separated spouses or ex-spouses, to jointly apply for mortgage assistance conflicts with 35 P.S. §§ 1680.401c—1680.411c. *Anela v. Pennsylvania Housing Finance Agency*, 663 A.2d 850 (Pa. Cmwlth. 1995).

##### *Physical Presence*

The occupancy requirements which must be met in order to be eligible for emergency mortgage assistance require physical presence in the dwelling and assistance was properly denied to an incarcerated applicant. *Hawkins v. Housing Finance Agency*, 595 A.2d 712 (Pa. Cmwlth. 1991).

#### Cross References

This section cited in 12 Pa. Code § 31.203 (relating to notice; application procedures); 12 Pa. Code § 31.204 (relating to Agency review); and 12 Pa. Code § 31.210 (relating to periods of high unemployment).

### § 31.203. Notice; application procedures.

(a) Before a mortgagee accelerates the maturity of a mortgage obligation, commences legal action including mortgage foreclosure to recover under the

obligation or takes possession of a security of the mortgage debtor for the mortgage obligation, the mortgagee is required to give notice in accordance with the guidance and form set forth in Appendix A and subject to the following requirements:

(1) The notice is comprised of a one-page English language version with a Spanish language version on the reverse side. Following is an Account Summary which shall be completed by the mortgagee and which must contain all relevant account and default information. The form of notice is set forth in Appendix A. The form in Appendix A includes embedded instructions on format and fonts, which mortgagees should not include in final prepared notices to homeowners. The form in Appendix A may be available in downloadable form on the Agency's web site at [www.phfa.org](http://www.phfa.org).

(2) Except for the entry of the date at the top of each page and the entry of the relevant homeowner account information on the Account Summary, the notice shall be sent without modification or alteration of its form or substance. The notice may not appear on company letterhead. Other changes including formatting changes to font or type size or the alteration of language contained in the body of the notice are not permitted.

(3) The portion of the notice entitled Account Summary may be amended to include the relevant homeowner's complete account information only. The mortgagee may increase or decrease the height of cells within the table to accommodate the homeowner account information specifically indicated. In no circumstance may a mortgagee add or remove any additional fields or cells. Fields that do not apply to a homeowner's account shall be filled "Not Applicable" or "N/A."

(4) Each notice must include the English and Spanish language versions set forth in Appendix A, with the Spanish language version appearing on the reverse side of the English language version. In addition to the required mailing of the English and Spanish versions set forth in Appendix A, mortgagees are encouraged to send other translated versions of the first page of the notice when reasonably necessary. Several alternative language versions of the notice are available on the Agency's web site at [www.phfa.org](http://www.phfa.org). Mortgagees are also encouraged to ensure information is available to homeowners who have limited English proficiency. Mortgagees are reminded that they are required to provide accommodations for persons with disabilities as may be required by law.

(5) Each notice must include the list of consumer credit counseling agencies as updated periodically on the Agency's web site at [www.phfa.org](http://www.phfa.org). While this list of counseling agencies will be continuously available on the Agency's web site, a schedule of maintenance updates to the list will be provided by the Agency on an annual basis in the *Pennsylvania Bulletin*. It is the Agency's intention that the annual notice be provided to the industry to reflect new addresses, updates in contact information and other timely adjustments to the list. Mortgagees are expected to check the Agency's web site on the scheduled dates to ensure they are providing the most current counseling agency contact

information in the notice. Counseling agencies shall provide the Agency with any updates to mailing addresses, phone numbers and any other pertinent updates as these changes occur.

(6) The notice shall be sent:

(i) By first class mail to the last known address of all homeowners and, if different, the residence which is the subject of the mortgage.

(ii) By registered or certified mail.

(iii) Without any other information or materials.

(iv) If using a window mailing envelope, with either of the following:

(A) An addressed single sheet of plain, white paper.

(B) A mailing insert containing either the last known address of the homeowner or the residence which is the subject of the mortgage.

(7) The notice should be sent at the point the homeowner is at least 60 days contractually delinquent in his mortgage payments or is in violation of other provisions of the mortgage. When the original mortgagor is deceased, mortgagees are encouraged to send the notice to the mortgaged premises at the point that mortgage payments are at least 60 days contractually delinquent.

(8) A mortgagee is not required to send the notice required by this subchapter (unless the homeowner has cured his mortgage delinquency, by means of a mortgage assistance loan or otherwise) as follows:

(i) To homeowners who do not qualify for mortgage assistance under § 31.202(a), (b) or (c) (relating to eligibility for mortgage loan assistance).

(ii) To homeowners who are more than 24 months delinquent or in default for more than 24 months under the terms of the mortgage.

(iii) If the aggregate amount of arrearages due to a mortgagee pursuant to the terms of the mortgage, without regard to any acceleration under the mortgage including the amount of principal, interest, taxes, assessments, ground rents, hazard insurance, any mortgage insurance or credit insurance premiums, exceeds the sum of \$60,000.

(iv) To a homeowner who has already been sent the notice and who did not apply for a mortgage assistance loan, or who applied for a mortgage assistance loan but whose application was denied, or whose mortgage assistance disbursements were terminated by the Agency for any reason.

(9) Unless the homeowner has cured his mortgage delinquency, by means of a mortgage assistance loan or otherwise, receipt of partial payments of arrears from the homeowner, subsequent to the sending of the notice, does not mean that the mortgagee shall send a new notice to the homeowner prior to legal action being taken to enforce the mortgage.

(10) A notice sent to the homeowner, while the homeowner was in bankruptcy, shall be valid and no new notice need be provided as a result of any discharge or dismissal of the bankruptcy petition or relief from the automatic stay.

(11) A notice sent under this subchapter, in the form prescribed in Appendix A, shall be instead of any other notice required by State law. If notice is not

required to be sent under this subchapter, the mortgagee may still be required to send the 30-day notice required by the act of January 30, 1974 (P.L. 13, No. 6) (41 P.S. §§ 101—605), known as the Usury Law.

(b) When the homeowner has been sent a notice as required under this subchapter—see Appendix A—by the lender holding the mortgage, the following apply:

(1) The homeowner shall arrange for and attend a face-to-face meeting with a consumer credit counseling agency listed in the notice. The meeting shall be held within 30 days of the date printed on the notice, plus an additional 3 days to allow for mailing period. The Agency presumes that the date printed on the notice is the same as the postmark date of the notice. When the date printed on the notice and the postmark date are not the same as determined by the Agency, the later date will be used to measure the timeliness of the face-to-face meeting.

(2) If the homeowner meets with a consumer credit counseling agency within the period specified in paragraph (1), notice of the holding of and date of the meeting shall be given within 5 business days of the meeting by the consumer credit counseling agency to known mortgagees holding a mortgage on the principal residence of the homeowner. For the purpose of this subchapter, it is the obligation of the mortgagor to notify the consumer credit counseling agency of the name and address of all mortgagees. A mortgagee may not pursue legal action against the homeowner's property if the homeowner meets with the consumer credit counseling agency within 33 days of the postmark date of the notice and for an additional period of 30 days subsequent to the meeting between the homeowner and the consumer credit counseling agency, while the application is being prepared to be sent to the Agency. A mortgagee may not proceed with legal action against the homeowner once an application has been approved by the Agency and shall cooperate with the Agency in obtaining reinstatement figures and executing a reinstatement agreement.

(3) The consumer credit counseling agency notice—see Appendix B—to the mortgagee will indicate that the homeowner intends to apply for homeowner's emergency mortgage assistance payments.

(4) If after a face-to-face meeting, the homeowner/mortgagor and mortgagee reach an agreement to resolve the delinquency or default as stated in paragraph (1) and if, because of circumstances beyond the homeowner's control, the homeowner is unable to fulfill the obligations of that agreement, the homeowner may apply to the Agency or its authorized agent for homeowner's emergency mortgage assistance payments within 30 days of a default in payment under the agreement previously reached. The mortgagee is not required to send an additional notice under this provision. The Agency encourages the mortgagee to advise the homeowner of this provision at the time any loss mitigation or forbearance agreement is arranged. If a consumer credit counseling

agency is involved, the counseling agency shall notify both the homeowner and the mortgagee of this provision at the time the forbearance agreement is arranged.

(5) An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist the homeowner in preparing and submitting an application. This application shall be postmarked or filed at the offices of the Agency or at a location designated by the Agency within 30 days of the initial meeting between the homeowner and the consumer credit counseling agency.

(6) If the consumer credit counseling agency assists the homeowner in the preparation or submittal of an application for assistance, it will, within 5 business days, inform the known mortgagees of the date of the application submittal.

(7) If the homeowner does apply to the Agency, the Agency will notify known mortgagees holding a mortgage on the principal residence of the homeowner of the receipt of the application.

(8) The Agency will determine eligibility for assistance within 60 days of receipt of the application, during which time no mortgagee may pursue legal action to foreclose upon the mortgage on the homeowner's principal residence.

(9) Within 5 business days of making the determination of the eligibility for assistance, the Agency will notify known mortgagees as to whether the application has been approved, disapproved or if funds are not available. If the mortgagee does not receive this notice of disposition or determination within 60 days—plus 5 business days for notification—of receipt of the application by the Agency, or if the notice indicates the application has been disapproved, the applicant was determined to be ineligible for assistance or that funds are not available, the mortgagees may then take legal action to enforce the mortgage.

(10) If after receiving an Appendix A notice the homeowner cures the delinquency or default with or without mortgage assistance from the Agency and the homeowner subsequently becomes more than 60 days delinquent, the mortgagee shall again provide the Appendix A notice before taking legal action.

(11) If the homeowner fails to meet with an approved consumer credit counseling agency within the period specified or fails to meet other time limitations in this subchapter, the mortgagee may take legal action to enforce the mortgage. A homeowner may file a late application and in that case the Agency will make a determination within 60 calendar days of receipt of the application. A late application will not prevent the lender from starting and pursuing a foreclosure action, but if the application is eventually approved at any time before a sheriff's sale, the foreclosure must be stopped.

(12) If the Agency determines that the applicant does not qualify for assistance, the following apply:

- (i) The applicant may not reapply for assistance for 24 months from the date of eligibility determination under a mortgage obligation unless there is a material change in the applicant's financial circumstances.

(ii) An applicant who is denied a mortgage assistance loan may request an administrative hearing under § 31.209 (relating to appeals). This request does not prohibit a mortgagee from pursuing legal action to enforce the mortgage.

(c) Payments under this subchapter shall be provided for a period not to exceed 24 months, either consecutively or nonconsecutively, whether the payments are on account of arrears, continuing monthly assistance or any combination thereof, and may not exceed the sum of \$60,000 on behalf of any mortgagor.

#### Source

The provisions of this § 31.203 amended December 13, 1985, effective December 14, 1985, 15 Pa.B. 4435; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (336304) to (336307).

#### Notes of Decisions

##### *Due Process*

Administrative hearing provided after agency decision, which revised prior agency determination of qualification for mortgage assistance, satisfied due process consistent with *Kentucky Fried Chicken of Altoona, Inc. v. Unemployment Compensation Board of Review*, 10 Pa. Commw. 90, 309 A.2d 165 (1973). *Hessler v. Housing Finance Agency*, 500 A.2d 914 (Pa. Cmwlth. 1985).

##### *Notice*

Submission of Act 91 Notice is not required for emergency mortgage assistance because this section did not require its submission. *Vianello v. Housing Finance Agency*, 562 A.2d 441 (Pa. Cmwlth. 1989); appeal denied 575 A.2d 573 (Pa. 1990).

#### Cross References

This section cited in 12 Pa. Code § 31.210 (relating to periods of high unemployment).

### § 31.204. Agency review.

(a) The applicant shall apply for a loan on the form provided by the Agency. An applicant-homeowner who intentionally misrepresents financial information in conjunction with the filing of an application for assistance may be denied assistance or be required to immediately repay the amount of assistance made as a result of the misrepresentation. The mortgagee may then take legal action to enforce the mortgage without further restrictions or requirements.

(b) Agency responsibilities include the following:

(1) The Agency shall receive from the homeowner full disclosure of assets and liabilities, whether singly or jointly held, and household income regardless of source. For purposes of this subsection, the following are included as assets:

(i) The sum of the household's savings and checking accounts, market value of stocks, bonds and other securities, other capital investments, pensions and retirement funds, personal property and equity in real property including the subject mortgage property. Income derived from family assets is considered as income. Equity is the difference between the market value of the property and the total outstanding principal of loans secured by the property and other liens.

(ii) Lump-sum additions to family assets, such as inheritances, capital gains, insurance payments included under health, accident, hazard or workmen's compensation policies, and settlements, verdicts or awards for personal or property losses or transfer of assets without consideration within 1 year of the time of application. Pending claims for these items shall be identified by the homeowner as contingent assets.

(2) The Agency will determine whether the homeowner is suffering financial hardship due to circumstances beyond the homeowner's control which render the homeowner unable to correct the delinquency within a reasonable period of time.

(3) The Agency will determine whether the homeowner has a reasonable prospect of being able to resume full mortgage payments within 24 months after the beginning of the period for which assistance payments are provided by the Agency and of being able to pay the mortgage in full by the maturity date or by a later date agreed to by the mortgagee for completing mortgage payments. If the term of the mortgage matures prior to or during the period of assistance, the mortgagor may still be eligible for assistance under this subchapter, except as provided in § 31.206(d) (relating to reasonable prospect of resuming mortgage payments and paying mortgage by maturity).

(4) The Agency will make a determination of eligibility within 60 days of receipt of the application.

(c) If the Agency has determined that the homeowner is eligible, and if funds are available, the Agency will do the following:

(1) Pay the mortgagee an amount, negotiated between the mortgagor, the mortgagee and the Agency, sufficient to bring the mortgage current. This includes principal, interest, taxes, mortgage insurance, credit and hazard insurance, assessments, late charges, ground rents, reasonable court costs and reasonable attorney fees already incurred by the mortgagee.

(2) Make payments to the mortgagee on behalf of the homeowner for a period not to exceed 24 months after the beginning of the period for which assistance payments are provided the Agency. Payments may stop if the Agency determines that, because of changes in the homeowner's financial circumstances, the payments are no longer necessary or because the homeowner no longer meets the eligibility criteria of § 31.202(a)—(f) (relating to eligibility for mortgage loan assistance). A recipient of assistance has a duty to inform the Agency of a material change in financial circumstances.

(3) Establish the homeowner's monthly contribution in an amount which does not cause the homeowner's total monthly housing expense to exceed 40% of the homeowner's net effective income. Beginning February 1, 1999, and continuing thereafter, a mortgagor approved for continuing monthly mortgage assistance or whose continuing mortgage assistance is approved after being recertified by the Agency, shall pay to the Agency a minimum monthly payment of at least \$25 for each mortgage being assisted. After the Agency has notified the homeowner in writing of loan approval and, in the case of a con-

tinuing loan, of the homeowner's minimum required monthly contribution, the homeowner may agree in writing to contribute a greater percentage of net effective income or to waive receiving continuing monthly disbursements. The Agency will determine and collect monthly mortgage contributions from the homeowner to be forwarded to the mortgagee with the Agency's disbursement. Contributions shall be made at least 15 days before the monthly mortgage payment is due to avoid late charges being imposed by the mortgagee.

(4) Review the homeowner's financial circumstances if the homeowner fails to make payment of an amount due within 15 days of the due date. If the delinquency is not a result of a material change in the homeowner's financial circumstances, the Agency will notify the mortgagee, mortgagor and consumer credit counseling agency and terminate the assistance. The mortgagee may then commence foreclosure upon the mortgage. If the delinquency is the result of a material, adverse change in the homeowner's financial circumstances, the Agency will modify the homeowner's required payments, as the Agency will determine.

(5) Review the homeowner's financial circumstances at least annually to determine the amounts of repayment required, or more frequently, if the homeowner requests so in writing. As a condition of continued assistance or forbearance of the entire amount of assistance, together with interest, becoming immediately due, the homeowner is required to fully disclose a change in the homeowner's financial circumstances and to cooperate with the Agency in performing its annual review.

(d) As an alternative to monthly assistance payments, the parties may agree to restructuring of future payment requirements or, in cases when the balance of the mortgage is minimal in comparison to the monthly mortgage assistance disbursements to be made, to a purchase of the mortgage by the agency and an assignment of the mortgage debt to the agency.

(e) Net income shall be determined as follows:

(1) During the period that the homeowner may be eligible for assistance, and for purposes of calculating the amount of repayment to be required, the homeowner will not be required to pay more than 40% of net effective income toward total housing expenses.

(2) To determine the maximum total housing expense payment, multiply net effective income by .40. If the homeowner's total housing expense is less than 40% of net effective income, the mortgagor shall repay to the Agency the difference between 40% of the mortgagor's net effective income and the mortgagor's total housing expense unless otherwise determined by the Agency after examining the mortgagor's financial circumstances and ability to contribute to repayment of the mortgage assistance.

(f) The Agency may determine that a homeowner can reasonably contribute a lump sum towards the mortgage arrearage and may either require the homeowner to pay that sum into the Agency in advance of closing the Agency's loan or to bring the sum with him when the Agency's loan is closed. The Agency may

waive or reduce the lump sum amount originally required if the homeowner needed to use the funds for necessities prior to closing.

(g) The Agency may establish a reasonable closing fee for loans that are approved to help defray the cost of administering the program. This closing fee will be advanced to the Agency as part of the loan disbursement, and subject to repayment by the homeowner as provided by § 31.207 (relating to repayment).

(h) A mortgagee entitled to payments under this subchapter shall provide to the Agency, within 30 days of the Agency's request, the following documents and information:

(1) An itemized statement of the amounts due under the mortgage including all corporate advances incurred for which reimbursement from the mortgagor is demanded by the mortgagee. Demands for attorney fees, court costs and other advances shall be reasonable and reflect the amount of work and expenses actually expended and may not include any amounts incurred during the period a stay is in effect under this subchapter.

(2) Copies of the following documents from the original mortgage transaction:

- (i) The HUD 1 Settlement Statement
- (ii) The mortgage and note
- (iii) The appraisal, if an appraisal has been performed during the last 5 years

(3) Failure to provide in a timely fashion the documents and information required under this subsection, will result in the mortgagee's forfeiture of the right to receive any late fees and attorney fees, costs and expenses.

(i) Upon the Agency's payment of the initial payment to the mortgagee, including any corporate advances allowed by the Agency, the mortgagee shall adjust its accounts to reflect that the mortgage obligation is, as of the date of receipt of the funds, reinstated and current for all purposes. The subsequent imposition by a mortgagee, its successors or assigns, of any charges, fees or other amounts that were paid or disallowed by the Agency, or waived by the mortgagee, shall be in violation of the Unfair Trade and Consumer Protection Law (73 P.S. §§ 201-1—209-6).

#### Source

The provisions of this § 31.204 amended through June 13, 1986, effective June 14, 1986, 16 Pa.B. 2126; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171; corrected May 13, 2016, effective April 30, 2016, 46 Pa.B. 2423. Immediately preceding text appears at serial pages (336308) to (336311).

#### Notes of Decisions

##### *Debtor In Bankruptcy*

A debtor in bankruptcy may only receive emergency mortgage assistance from the Pennsylvania Housing Finance Agency if the automatic stay has been lifted. *Watts v. Housing Finance Co.*, 876 F.2d 1090 (1989).

**Cross References**

This section cited in 12 Pa. Code § 31.210 (relating to periods of high unemployment).

**§ 31.205. Financial hardship due to circumstances beyond the homeowner's control.**

(a) *General.* The Agency will consider all relevant factors when evaluating whether the homeowner is suffering financial hardship and whether the financial hardship is due to circumstances beyond the homeowner's control, including the following:

- (1) The homeowner's past and present household income and reasons for reductions in household income.
- (2) Assets which were or are available and could have been or can be liquidated to correct the mortgage delinquency. The Agency will not consider assets in a pension, profitsharing, annuity or similar retirement plan or contract as available for liquidation to the extent that these funds are reasonably necessary for the support of the homeowner, or dependents or the surviving spouse of the homeowner.
- (3) The homeowner's credit history.
- (4) The homeowner's employment history—including unemployment, underemployment and the reasons therefore—and eligibility for other types of financial assistance.

(b) *Examples.* Examples of circumstances beyond the mortgagor's control which result in financial hardship to the mortgagor include the following:

- (1) Unemployment or underemployment, through no fault of the homeowner.
- (2) Loss, reduction or delay in receipt of Federal, State or other Government benefits (for example, Social Security, Supplemental Security Income, Public Assistance, Government Pensions), or of private benefit payments—for example, pensions, annuities, retirement plans.
- (3) Loss, reduction or delay in receipt of income because of the death or disability of a person who contributed to the household income.
- (4) Unanticipated increases in payments to a mortgage escrow account to compensate for past underestimates of escrow requirements by the mortgagee.
- (5) Expenses actually incurred related to uninsured damage or costly repairs to the mortgaged premises affecting its habitability.
- (6) Expenses related to death or illness in the homeowner's household or of family members living outside the household which reduce the amount of household income.
- (7) Loss of income or substantial increase in total housing expenses because of a divorce, abandonment, separation from a spouse or failure to support.
- (8) Participation by the homeowner in a recognized labor action, such as a strike.

(c) *Disallowance.* The following circumstances will not be considered by the Agency to be beyond the mortgagor's control:

(1) The mortgage of the property for commercial or business purposes.

(2) Termination of employment by the homeowner without a necessitous cause or termination of the homeowner's employment by an employer for willful misconduct.

(3) When the homeowner had sufficient income to pay his mortgage, but failed to do so. In this regard, if the homeowner's total housing expense is less than or equal to 40% of net effective income, and no reasonable cause for financial hardship is demonstrated by the homeowner, nonpayment of the mortgage debt will not be considered to be a circumstance beyond the homeowner's control.

(4) When the homeowner's financial hardship was a result of money mismanagement or an over-extension of credit to the homeowner. In this regard, the Agency will consider the following in determining whether the homeowner used prudent financial management:

(i) The homeowner's continued payment of normal and necessary living expenses after the financial hardship occurred will not be considered evidence of poor financial management. The homeowner's continuing to make reasonable payments on debts reasonably incurred prior to the financial hardship also will not be considered evidence of poor financial management.

(ii) Debts incurred, expenditures made by the homeowner for non-necessities or failure to evidence reasonable efforts to modify or reduce unnecessary expenses, during the financial hardship, which exceeded the homeowner's ability to pay, will be considered evidence of poor financial management.

(5) When the homeowner has had an unfavorable mortgage credit history prior to the present delinquency. The Agency will determine that a homeowner has had an unfavorable residential mortgage credit history if, prior to the present mortgage delinquency, the homeowner was in arrears on a residential mortgage for more than 3 consecutive months within the previous 5 years, except for delinquencies which were the result of financial hardship due to circumstances beyond the homeowner's control.

(d) *Eligibility.* The fact that a circumstance which was beyond the homeowner's control occurred before the homeowner actually ceased making mortgage payments does not preclude eligibility. A homeowner may, for example, suffer a loss in income but continue to pay the mortgage from savings, inheritance or borrowing and then later fall behind when the savings or other sources of funds run out.

(e) *Cause of financial hardship.* In determining the cause of the financial hardship, the Agency will determine whether the cause is one event—such as the

loss of a job, separation or divorce, sickness or injury—or whether a series of factors beyond the homeowner’s control, in combination, caused the financial hardship.

(f) *Information required.* The homeowner shall provide sufficient information, including tax returns, Internal Revenue Service Form W-2, tax transcripts and other documentation deemed acceptable by the Agency to allow the Agency to assess household income and the reasons for the mortgage delinquency. The Agency will base its decision on the information received from the homeowner or other sources. The lack of sufficient information from the homeowner which is reasonably available to the homeowner, or the receipt of knowingly false or misleading information from the homeowner may result in a denial of the application on the merits.

#### Source

The provisions of this § 31.205 amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (336311) to (336313).

#### Cross References

This section cited in 12 Pa. Code § 31.202 (relating to eligibility for mortgage loan assistance); and 25 Pa. Code § 31.210 (relating to periods of high unemployment).

### **§ 31.206. Reasonable prospect of resuming mortgage payments and paying mortgage by maturity.**

(a) In general, the Agency will consider all relevant factors when evaluating whether the homeowner has a reasonable prospect of being able to resume full mortgage payments within 24 months after the beginning of the period for which assistance payments are provided the Agency and of being able to pay the mortgage in full by maturity or by a later date agreed to by the mortgagee, including the following:

- (1) The homeowner’s prior work history, experience, training, opportunities for retraining and similar factors which may affect the homeowner’s future employment opportunities.
- (2) Potential for future changes in the homeowner’s financial prospects through re-employment, schooling, training or debt reduction, or other income changes sufficient to enable the homeowner to resume full mortgage payments.
- (3) Noncash benefits that may reduce household expenses, such as food stamps, free medical services for military or low-income families, a company-provided automobile, or receipt of food or clothing from family members living outside the household.
- (4) Changes in income or recurring expenses, or both, that may be affected by changes in the age, composition or employment of members of the household.
- (5) Potential for repayment of short-term or installment debt.

(6) Delinquencies in other debts which seriously jeopardize continued ownership of the home, which cannot be cured by a mortgage assistance loan.

(7) A homeowner's demonstrated ability to make regular monthly mortgage payments, even though those payments represented most of the homeowner's income. In determining whether the homeowner's future job and income prospects will be sufficient to enable the homeowner to pay the mortgage debt—including principal, interest, taxes and insurance—the Agency will take into consideration the amount of household income available to the homeowner for a reasonable period of time not to exceed 24 months prior to the circumstances which caused the mortgage delinquency and whether the income was sufficient as evidenced by documentation, including tax returns, Internal Revenue Service Form W-2 and tax transcripts. If a homeowner is not required to file taxes, certification of this fact is mandatory at the time of application. In cases when nontaxable income is earned or financial government benefits are received, documentation evidencing receipt of the income or benefits shall be provided.

(b) The Agency will generally determine that a homeowner demonstrates a reasonable prospect of resuming mortgage payments and paying the mortgage by maturity, despite his current unemployment, if the homeowner is suffering a financial hardship through no fault of his own and can demonstrate the following:

- (1) A favorable work and credit history.
- (2) The ability and history of paying the mortgage when employed.
- (3) The lack of an impediment or disability that prevents reemployment.
- (4) That he is actively seeking work, as evidenced by a written statement to that effect.

(c) When the homeowner attributes the mortgage default to alcoholism or other chemical dependency and claims that the dependency impaired his ability to handle financial obligations, the homeowner shall provide the Agency with a physician's written diagnosis of the dependency condition and documentation of a pattern of behavior which supports the homeowner's claim. The Agency will not consider rehabilitation efforts in determining whether the circumstances were beyond the mortgagor's control, but will consider these efforts in evaluating the homeowner's reasonable prospects of resuming mortgage payments.

(d) A mortgage will not be assisted unless installments of principal and interest due under the mortgage are structured so that the loan is fully amortized by regular and periodic payments over a designated period of time. A mortgage in which the balance is due upon demand or the balance is due in a lump sum or balloon payment at the end of a term is not eligible for mortgage assistance except as follows:

- (1) In cases where the homeowner is in need of a noncontinuing loan to pay arrearages due, the loans are only eligible if the lump sum or balloon pay-

ment is not due or the demand for payment has not been made prior to the Agency's disbursement of funds.

(2) In cases where the homeowner is in need of continuing monthly mortgage assistance disbursements, the loans are only eligible if the lump sum or balloon payment comes due or the demand may be made more than 24 months after the beginning of the period for which assistance payments are provided the Agency.

(3) When the homeowner and mortgagee agree to reamortize the mortgage debt or extend the maturity date.

(e) The homeowner shall provide sufficient information to allow the Agency to assess the homeowner's future ability to pay the mortgage debt. The Agency will base its decision on the information received from the homeowner or other sources. The lack of sufficient information from the homeowner which is reasonably available to the homeowner, or the receipt of knowingly false or misleading information from the homeowner may result in a denial of the application on the merits.

#### Notes of Decisions

##### *Re-employment*

The hearing examiner did not err as a matter of law in denying the application for mortgage assistance based on his conclusion that the applicant's future income was speculative, where there was no evidence as to when the applicant could expect to earn \$280,000 to \$330,000 per year from the practice of law, or why he has been essentially unsuccessful in these endeavours since his return to work. *R. M. v. Housing Finance Agency*, 740 A.2d 302 (Pa. Cmwlth. 1999); appeal denied 754 A.2d 390 (Pa. 2000).

##### *Statement of Policy*

This section is a statement of policy, not a regulation, and thus it does not have the force and effect of law, since the Housing Finance Agency has consistently classified this section as a "statement of policy," since the substantive content of the four factors favors a finding that this section does not create a binding norm, since the fact that the hearing examiner relied upon the criteria of this section is not particularly probative on whether the section is substantive, and since the agency is free to consider in toto the four factors, as well as other factors, and then, based on that guidance and their own judgment, decide whether an applicant is qualified for mortgage assistance. *R. M. v. Housing Finance Agency*, 740 A.2d 302 (Pa. Cmwlth. 1999); appeal denied 759 A.2d 390 (Pa. 2000).

#### Source

The provisions of this § 31.206 amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (336313) to (336315).

#### Cross References

This section cited in 12 Pa. Code § 31.204 (relating to Agency review); and 12 Pa. Code § 31.210 (relating to periods of high unemployment).

### § 31.207. Repayment.

(a) The Agency will establish loan repayment schedules and prepare appropriate forms, instructions and documents concerning repayments or the security for its assistance.

(b) The Agency will enter into an agreement with the homeowner for repayment of mortgage assistance plus interest.

(1) Interest shall accrue at the rate of 9% per year except for loans closed starting January 1, 2009, and thereafter, in which case the rate of interest will be determined by the Agency under section 406-C(5) of the act (35 P.S. § 1680.406c(5)) and as set forth on the Agency's web site at [www.phfa.org](http://www.phfa.org).

(2) Except as provided in subsection (c), interest shall start to accrue when the homeowner begins to make repayment, and will accrue only during the period in which the homeowner is required to make repayment. Interest will not accrue in an amount greater than the amount of repayment required.

(3) When the mortgage for which mortgage assistance was made under this program is paid, and the homeowner's emergency mortgage assistance payments are still due to the Agency, interest will begin to accrue on the outstanding balance, including accrued interest, of the payments made on the homeowner's behalf at the same interest rate and on the same basis as specified in the mortgage for which assistance payments were made.

(4) If the residence is no longer owner occupied, the entire balance of the homeowner's emergency mortgage assistance loan will immediately be due and payable. The Agency will permit an assumption of the mortgage debt in appropriate cases, such as when the original mortgagor dies and a family member becomes the owner-occupant of the property and wishes to become legally responsible for the debt.

(c) Beginning February 1, 1999, and continuing thereafter, a mortgagor who has received mortgage assistance shall pay to the Agency a minimum monthly repayment of at least \$25 for each mortgage that was assisted. The minimum monthly repayment shall be applied to the principal of the debt and will not result in the accrual of interest on the mortgage assistance loan.

(d) The Agency will require full or partial repayment of the mortgage assistance loan once the mortgagor has established credit to the extent that there is sufficient equity in the property for the mortgagor to be able to refinance their mortgage obligations at reasonable rates and terms as determined by the Agency.

#### Source

The provisions of this § 31.207 amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (336315) to (336316).

#### Cross References

This section cited in 12 Pa. Code § 31.204 (relating to Agency review).

### § 31.208. Insufficient funds.

If, in the Agency's determination, the Homeowner's Emergency Mortgage Assistance Fund contains insufficient funds to assist eligible applicants, a notice to this effect will be published by the Agency in the *Pennsylvania Bulletin* at least 60 days prior to the funds being depleted. The notice will include a date certain, which will be at least 90 days after publication of the notice, after which mortgagees will no longer be required to comply with the act. If funds are replenished in sufficient amount, the Agency will publish a similar notice, effective immediately, announcing that fact and that mortgagees are again subject to the requirements of the act. During the time after the initial notice is published and before

a renewal notice is published, the selection of those to receive financial assistance will be determined by the Agency on a first-come, first-served basis.

**Source**

The provisions of this § 31.208 adopted July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224.

**§ 31.209. Appeals.**

(a) An applicant who is denied a mortgage assistance loan or an applicant or lender aggrieved by another decision of the Agency in implementing the Homeowners' Emergency Mortgage Assistance Program may request the Agency to conduct an administrative hearing on that grievance.

(b) A hearing may only be requested from a decision of the Agency on an issue of fact determined on that application that constitutes an adjudication under 2 Pa.C.S. § 101 (relating to definitions).

(c) The Executive Director of the Agency may designate Agency hearing examiners to hear grievances under this process.

(d) Requests for a hearing shall be made in writing and shall be submitted to the Agency within 15 days of the postmark date of the mailing of the decision or determination of the Agency. Requests for hearings shall state the reasons that a hearing is requested and be sent by first class, registered or certified mail to the following address:

Chief Counsel-Appeal Requests  
Pennsylvania Housing Finance Agency  
211 North Front Street  
P. O. Box 15628  
Harrisburg, Pennsylvania 17105.

(e) The hearing examiner will notify the appellant as to the date and time of the hearing, as determined by the Agency. The Agency will attempt to schedule hearings within 30 days after the request is received. The hearing may be conducted by a telephone conference call. The hearing examiner shall also provide notice to the mortgagees that an administrative appeal has been filed.

(f) This appeals process and administrative hearings held thereunder will be administered under the requirements of 2 Pa.C.S. §§ 501—508 and 701—704 (relating to the Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

**Source**

The provisions of this § 31.209 adopted July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial page (369709).

**Cross References**

This section cited in 12 Pa. Code § 31.203 (relating to notice; application procedures).

**§ 31.210. Periods of high unemployment.**

(a) *Months of assistance available.* The 24 month limit on mortgage assistance available under § 31.203(d), and the 24 month periods referred to in §§ 31.202(d)(1), 31.203(a)(3)(ii), 31.204(c)(2) and 31.206(a) and (d)(2) shall

increase to 36 months if during the month the homeowner submits an application for assistance the Agency has determined that a period of high unemployment exists.

(b) *Housing expense formula.* The 40% ratio referred to in §§ 31.204(c) and (e) and 31.205(c)(3) (relating to agency review; and financial hardship due to circumstances beyond the homeowner’s control) shall be reduced to 35% if during the month the homeowner submits an application for assistance the Agency has determined that a period of high unemployment exists.

(c) *Definition; declaration.* There shall be a “period of high unemployment” if the average rate of unemployment in this Commonwealth equals or exceeds 6.5%. This determination will be made by the Agency on a monthly basis based upon seasonably adjusted unemployment figures for the most recent 3 months for which the data for this Commonwealth is published. If the Agency determines that a period of high unemployment exists, the Agency will immediately publish a notice to that effect in the *Pennsylvania Bulletin* consistent with this section.

**Source**

The provisions of this § 31.210 adopted June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859.

**§ 31.211. Act 91 Notices; information to be supplied to the Agency.**

(a) *Notification.* The mortgagee or other person sending the Act 91 Notice shall either send a copy of the notice or information concerning notices sent to the Agency in either of the following manners:

(1) *Electronic reporting.* Instead of sending an actual copy of each notice as set forth in paragraph (2), the Agency recommends that the mortgagee or other person sending the Act 91 Notice provide the Agency with a report of notices sent as an e-mail attachment to Act91@phfa.org including the following information and in the following format:

- (i) The date of the Act 91 Notice.
- (ii) The name of lender/servicer on whose behalf it was sent.
- (iii) The street address of the property being foreclosed upon, divided by Address Line 1 and Address Line 2. When there is not an Address Line 2, the field may be left blank.
- (iv) The city, state and zip code, including the four-digit zip code extension (if available), of the address being foreclosed upon. If the four-digit zip code extension is not available, this field may be left blank.

Date of Act 91 Notice	Address 1	Address 2	City	State	5-digit zip	4-digit extension	Current Lender
-----------------------	-----------	-----------	------	-------	-------------	-------------------	----------------

(2) *Copy of the notice.* The mortgagee may send an actual copy of each notice sent to the Agency by one of the following methods:

- (i) Regular mail addressed as follows:  
 PHFA-HEMAP  
 P.O. Box 15530  
 Harrisburg, PA 17105-5530
- (ii) Overnight mail addressed as follows and hand deliveries to:  
 PHFA-HEMAP  
 211 North Front Street  
 Harrisburg, PA 17101

(iii) Facsimile sent to either of the following fax numbers:

Toll free: (877) 207-0205

Local: (717) 780-4340

(iv) E-mail a scanned copy to Act91@phfa.org.

(b) *Multiple notices.* If more than one notice is sent (such as, when the mortgagors live somewhere other than the mortgaged property or when there are multiple mortgagors and individual notices are sent to each) only one entry should be made in the report since only one property is being foreclosed upon.

(c) *Frequency of reports.* The mortgagee may send a report as set forth in subsection (a)(2) on a monthly basis, for notices sent during the previous month, or they may send a report on a quarterly basis listing the notices sent during the prior calendar quarter. Quarterly reports shall be sent within 30 days after the end of each calendar quarter.

(d) *Effective date.* Copies of notices or reports, or both, as set forth in this section shall be sent for notices sent on or after October 1, 2008.

#### Source

The provisions of this § 31.211 adopted August 29, 2008, effective September 6, 2008, but shall only apply to notices issued on or after October 1, 2008, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171. Immediately preceding text appears at serial pages (369710) and (378795).

### Subchapter C. POLICY STATEMENT ON HOME ENERGY EFFICIENCY LOAN PROGRAM (R & R ENERGY)

Sec.

- 31.301. Definitions.
- 31.302. Eligible loan uses.
- 31.303. Loan terms and conditions.
- 31.304. Borrower eligibility.
- 31.305. Borrower application process.
- 31.306. Contractor eligibility.
- 31.307. Contractor application process.
- 31.308. Contractor approval.
- 31.309. Other program requirements.

#### Source

The provisions of this Subchapter C adopted October 3, 2008, effective October 4, 2008, 38 Pa.B. 5449; corrected March 12, 2009, effective October 4, 2008, 39 Pa.B. 1306, unless otherwise noted.

#### § 31.301. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Alternative Energy Investment Act, Act 1, Special Session No. 1 (2007-2008).

*Agency*—The Pennsylvania Housing Finance Agency.

*Approved contractor*—A contractor approved by the Agency to participate in the R & R Energy Program.

*Borrower*—A homeowner or homebuyer who obtains or is seeking to obtain financing under the R & R Energy Program.

*Contractor*—A person who owns or operates an energy efficiency service-related or home improvement contracting business or who undertakes, offers to undertake or agrees to perform any work under the R & R Energy Program.

*LPA—Local program administrator—*

(i) A local housing organization, municipality or lender who originates loans on behalf of the Agency under this Program and also acts as the construction manager.

(ii) The term includes but is not limited to, the following:

- (A) County housing authorities (HA).
- (B) Housing and redevelopment authorities (HRA and RDA).
- (C) Community action agencies (CAA).
- (D) Community development corporations (CDC).
- (E) Housing development corporations (HDC).
- (F) Municipalities.
- (G) Lenders.
- (H) Other nonprofit organizations with related housing experience.

*R & R Energy Program*—The Keystone Renovate Repair Program.

### § 31.302. Eligible loan uses.

The proceeds of the R&R Energy loan are to be used only to finance the purchase and installation of any of the following:

- (1) Air sealing, insulation and duct work.
- (2) Energy efficient windows and doors.
- (3) Repair or replacement of energy efficient heating or cooling systems such as the purchase of furnaces, boilers, ceiling fans, central air conditioners or hot water heaters with the Energy Star® label, programmable thermostats, geothermal heating systems, and the like.
- (4) Roofing repair, replacement or improvements.

### § 31.303. Loan terms and conditions.

- (a) Loans must be fully amortized over a period of up to 10 years.
- (b) The maximum loan amount is \$10,000. The minimum loan amount is \$1,000.
- (c) The interest rate is set by the Agency and will be updated and published on the Agency's web site ([www.phfa.org](http://www.phfa.org)).
- (d) The mortgage for the R&R Energy loan is recorded as a lien against the property.
- (e) All property owners shall sign the mortgage.
- (f) Each note shall be executed by the homeowners responsible for the debt.

(g) In accordance with the provisions of the note, loans must be paid in full upon the sale or transfer of any borrower's interest in the property, but not earlier than 6 months from loan closing.

(h) Loans may not be assumed by third parties.

(i) There are no penalties in the event of an early payoff.

(j) Borrowers will be charged a satisfaction recording fee, when they pay off their R & R Energy loan.

(k) The mortgage and note shall be executed on the forms provided or approved by the Agency.

**§ 31.304. Borrower eligibility.**

(a) The borrower must reside in the subject home as a primary, principal residence or have the intent to if purchasing the subject property.

(b) The total combined household adjusted gross income, as determined by the most current Federal tax returns of all adult household members, may not exceed 150% of the greater of the current Statewide or area median income as established by the United States Department of Housing and Urban Development (HUD) for the county in which the home is located. (Information regarding HUD income limits applicable to the R&R Energy Program is available at the Agency's web site at [www.phfa.org](http://www.phfa.org).) An adult is defined as any person 18 years of age or older who resides in the home as a principal residence and who is not a full-time (12 credits or more) undergraduate student.

(c) Borrowers shall also meet general mortgage underwriting guidelines as established by the Agency with regard to their credit and employment history, debt to income ratio, assets, and the like.

(d) Borrowers may need to pay for or finance certain costs and fees in connection with obtaining an R & R Energy Loan. These will be disclosed in accordance with State and Federal requirements.

**§ 31.305. Borrower application process.**

(a) An individual may submit an application to the Agency or to an LPA acting on the Agency's behalf on the form required by the Agency which includes:

(1) The borrower's name and address

(2) The identity of the approved contractor who will complete the energy efficiency project.

(3) A description of the energy efficiency project and estimate of cost.

(4) The amount of the loan sought.

(5) A statement authorizing the Agency to conduct a credit history check.

(6) Other information required by the Agency.

(b) The Agency or its LPA will review the application to determine if the following requirements are met:

(1) The project is eligible for financing under this program.

(2) The borrower is eligible to receive a loan under this program.

(3) The value of the proposed collateral and the financial resources of the borrower are sufficient to repay the loan.

(4) The statement of the estimated cost of the project is accurate and reasonable.

(5) The borrower complied with all other criteria as established by the Agency.

(6) The work will be performed by an approved contractor.

(c) Once the application is deemed complete, the Agency or its LPA may approve it. The Agency will have complete discretion in determining whether a proposed energy efficiency project is eligible for a loan.

**§ 31.306. Contractor eligibility.**

A contractor who undertakes, offers to undertake or agrees to perform any work under the R & R Energy Program shall be approved by the Agency and listed on the R & R Energy Program Approved Contractor List posted on the Agency's web site. Contractors may apply for approval through the Agency directly or through an approved LPA, who will then forward the information to the Agency for inclusion in the Approved Contractor Listing.

**§ 31.307. Contractor application process.**

A contractor may apply to become an approved contractor by filing an application with the Agency using the required form, which includes or demonstrates the following information:

(1) For an individual contractor, the name, home address and telephone number, driver's license identification number or that of an identification card issued by the Department of Transportation, as well as the individual's business name, address and phone number and all prior business names and addresses of home improvement businesses.

(2) For a contractor consisting of a business partnership, the name, home address and telephone number, and driver's license identification number of each partner as well as the partnership name, address and telephone number.

(3) For a contractor consisting of a corporation, limited liability company or limited partnership, the name, home address and telephone number, and driver's license identification number of each officer, director or individual holding greater than a 5% stake in the business, as well as the entity's business name, address and telephone number.

(4) For an out-of-State corporation, limited liability company or limited partnership, the name and address of the entity's resident agent or registered office provider within this Commonwealth and any registration number or license number issued to the entity by its home state or political subdivision of the other state, if applicable.

(5) For a joint venture applicant, the name, address and telephone number of the joint venture, as well as the name, address and telephone number of each party to the joint venture. If the parties include business entities, the information required from the entities shall also be provided.

(6) A complete description of the nature of the contracting business of the contractor, including a statement defining the service area of the business, any specialized work the contractor is qualified for and years of operation.

(7) A statement whether any of the following apply:

(i) The individuals applying, even if doing so as part of a business entity application, have ever been convicted of a criminal offense related to a home improvement transaction, fraud, theft, a crime of deception or a crime involving fraudulent business practices.

(ii) The applicant has ever filed a petition in bankruptcy or, within the last 10 years, received a final civil judgment entered against the applicant or businesses in which the applicant held an interest that was related to a home improvement transaction.

(iii) The contractor's certificate or the certificate of a business with which the person applying held an interest has ever been revoked or suspended under an order issued by a court of competent jurisdiction in this Commonwealth or any other state or political subdivision thereof and, if so, the current status of the certificate.

(iv) The contractor is not current in all applicable Federal, State and local tax filings.

(8) Whether within the last 10 years the contractor has been suspended or debarred from participating in any Federal, State or local program through which public funding or other assistance is provided to consumers for home improvements.

(9) Proof of liability insurance covering personal injury and covering property damage in amounts and with carriers acceptable to the Agency.

#### **§ 31.308. Contractor approval.**

Upon being satisfied that all requirements have been met, the Agency may approve the contractor's application. The Agency will not approve a contractor's application if any of the following conditions exist:

(1) The individuals applying, even if doing so as part of a business entity, have been convicted of a criminal offense related to a home improvement transaction, fraud, theft, a crime of deception or a crime involving fraudulent business practices.

(2) The contractor has been suspended or debarred from participating in any Federal, State or local program through which public funding or other assistance is provided to consumers for home improvements.

#### **§ 31.309. Other program requirements.**

Additional processing and application requirements will be applicable to this Program and the Agency reserves the right to provide additional guidance to borrowers, contractors and Program LPAs on its web site from time to time. The Agency may also implement additional program criteria such as the allowance of pre- and postconstruction/installation energy audits to quantify energy savings as a result of the energy efficiency contracting work performed through the Program.

#### **Cross References**

This section cited in 10 Pa. Code § 59.15 (relating to additional notices).

**APPENDIX A**

All paragraphs contained within the body of the notice shall appear in 12 point font.

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

**Act 91 Notice\*** (24 point font, bold)

**La Notificación de Acto 91\*** (14 point font, bold)

**Save Your Home From Foreclosure**

This is an official Act 91 Notice. You are receiving this notice because Pennsylvania law requires mortgage lenders to send it to homeowners facing foreclosure. This notice contains important legal information about your rights and how you can save your home. **YOU MAY BE ELIGIBLE FOR STATE FUNDED ASSISTANCE** from the Homeowner's Emergency Mortgage Assistance Program (HEMAP), a program of the Pennsylvania Housing Finance Agency (PHFA).

**CALL A COUNSELING AGENCY FOR A MEETING.  
APPLYING FOR HEMAP MAY TEMPORARILY STOP A  
FORECLOSURE ACTION.**

To apply, you must have a face-to-face meeting with a HEMAP-approved Consumer Credit Counseling Agency within 33 days of the date of this notice. This meeting is free and is the only way to apply for HEMAP. A list of approved Counseling Agencies is attached. A list is also available at <http://www.phfa.org/counseling/hemap.aspx>. If after speaking with a Counseling Agency you have further questions about HEMAP, please call 1 (800) 342-2397. Individuals with hearing impairment may call 711 (RELAY).

To make sure you meet the deadline, please call a Counseling Agency **immediately** to schedule a face-to-face meeting. Keep this entire Act 91 Notice, including the attached Account Summary, and have it available for your face-to-face meeting, whether done in person or remotely. A counselor can:

- Help you apply for HEMAP and explain how the program works.
- Talk with your lender about a loan modification or other repayment plan.
- Explain possible options to avoid foreclosure such as loss mitigation, refinancing your loan, selling or transferring your property to a third party or having a third party cure the delinquency on your behalf through a short sale or assumption of mortgage.
- Provide referrals for other assistance, programs or services.
- Explain other rights you may have, including your right to assert the non-existence of the debt and any other defenses you may have.

Even if you miss the deadline, you may still apply for HEMAP, but a late HEMAP application will not stop your lender from foreclosing. However, if your application is approved, a HEMAP assistance loan will bring your mortgage current and stop the foreclosure. HEMAP may also temporarily help you make future mortgage payments.

Alternatively, you may save your home from foreclosure by curing your default. That means paying your lender all amounts currently due, including reasonable late charges, attorney fees and other costs and by otherwise fulfilling your mortgage obligations. You may cure the default at any time up to one hour before a Sheriff's Sale, up to three times in any calendar year.

If you have filed a petition in bankruptcy, this notice is provided for informational purposes only and is not an attempt to collect a debt. If you are protected by a bankruptcy filing you may still apply for HEMAP assistance.

\*CONSULTE AL DORSO LA TRADUCCIÓN DE ESTA NOTIFICACIÓN IMPORTANTE, O LLAME AL 1.800.342.2397.

ACT 91 NOTICE

PAGE 1

Fecha: \_\_\_\_\_

### Notificación sobre la Ley 91\*

#### Act 91 Notice\*

#### Salve a su Hogar de la Ejecución Hipotecaria

La presente es una notificación oficial sobre la Ley 91. Usted está recibiendo esta notificación porque la ley de Pennsylvania requiere que los prestamistas hipotecarios la envíen a los propietarios de viviendas que se encuentren enfrentando una ejecución hipotecaria. Este aviso contiene información legal importante acerca de sus derechos y de lo que puede hacer para salvar su hogar. **ES POSIBLE QUE SEA ELEGIBLE PARA OBTENER AYUDA CON FONDOS ESTATALES** del Programa de Asistencia de Emergencia Hipotecaria para Dueños de Hogares (HEMAP, por sus siglas en inglés), un programa de la Agencia de Financiamiento de Hogares de Pennsylvania (PHFA, por sus siglas en inglés).

#### **LLAME A UNA AGENCIA DE ASESORAMIENTO PARA CONCERTAR UNA REUNIÓN. LA SOLICITUD PARA EL HEMAP PUEDE DETENER DE FORMA TEMPORARIA LA EJECUCIÓN DE UNA HIPOTECA.**

Para presentar su solicitud, debe celebrar una reunión presencial con una Agencia de Asesoría Crediticia para el Consumidor aprobada por el HEMAP, antes de que transcurran 33 días, a partir de la fecha de esta notificación. Esta reunión es gratuita y es la única manera de solicitar el HEMAP. Se adjunta una lista de Agencias de Asesoría aprobadas. También puede encontrar una lista en <http://www.phfa.org/counseling/hemap.aspx>. Si luego de hablar con una Agencia de Asesoría tiene alguna pregunta sobre el HEMAP, por favor llame al 1 (800) 342-2397. Las personas con discapacidades auditivas pueden llamar al 711 (RELÉ).

Con el fin de asegurar que cumpla con el plazo, por favor llame a una Agencia de Asesoría y programe una reunión presencial **de inmediato**. Conserve esta Notificación sobre la Ley 91, con el Resumen de Cuenta adjunto, y téngalo disponible para su reunión presencial, ya sea en persona o de forma remota. Un asesor puede:

- Ayudarlo a presentar su solicitud al HEMAP y explicarle cómo funciona el programa.
- Hablar con su prestamista acerca de una modificación del préstamo u otro plan de pago.
- Explicarle las opciones posibles para evitar la ejecución de la hipoteca, como la mitigación de pérdidas, la refinanciación del préstamo, la venta o transferencia de su propiedad a un tercero, o que un tercero pague el atraso en su nombre, a través de una venta al descubierto o asumiendo la hipoteca.
- Derivarlo a otro tipo de asistencia, programa o servicio.
- Explicarle otros derechos que pueda tener, incluido su derecho de reivindicar la no existencia de la deuda y cualquier otra defensa que tenga.

Incluso si no cumple con el plazo, es posible presentar su solicitud para el HEMAP, pero la solicitud tardía al HEMAP no impedirá que su prestamista ejecute la hipoteca. Sin embargo, si se aprueba su solicitud, el préstamo de ayuda

del HEMAP pondrá su hipoteca al día y detendrá la ejecución. El HEMAP también puede ayudarlo, de manera temporal, a realizar los pagos de hipoteca futuros.

También puede optar por la alternativa de subsanar el incumplimiento para salvar a su hogar de la ejecución hipotecaria. Eso significa pagarle a su prestamista todos los montos adeudados a la actualidad, incluidos los cargos moratorios, los honorarios de abogados y otros costos razonables, y cumplir con sus obligaciones hipotecarias. Puede subsanar el incumplimiento en cualquier momento, hasta una hora antes de la subasta judicial, un máximo de tres veces por cada año calendario.

Si usted ha presentado una solicitud de quiebra, esta notificación se proporciona solo con fines informativos y no es un intento de cobrar una deuda. Usted puede solicitar la ayuda del HEMAP, incluso si está protegido por una declaración de quiebra.

\*SEE REVERSE SIDE FOR TRANSLATION OF THIS IMPORTANT NOTICE OR CALL 1.800.342.2397. (10 POINT FONT)  
 ACT 91 NOTICE PAGE 2

Fecha: \_\_\_\_\_

**ACT 91 NOTICE** (12 point font, bold)

**Account Summary** (12 point font, bold)

**Your Loan Details:** (16 Point Font, Bold)<sup>1</sup>

Name(s) on Account: (12 Point Font) <sup>2</sup>	[Name(s)] The name(s) of the homeowner(s) and any other name appearing on the account; if the notice is being provided to additional parties not appearing on the account, the names of the additional parties shall be included under the names of the homeowner and other names appearing on the account. (12 Point Font) <sup>3</sup>
Address of Mortgaged Property:	[Address] The address of the mortgaged property. [Address]
Account Number:	[Account Number] The account number used by the mortgagee to reference the homeowner's account.

<sup>1</sup> All Table headings shall appear in 16 point font, bold.  
<sup>2</sup> All Field headings shall appear in 12 point font.  
<sup>3</sup> All account information shall appear in 12 point font unless otherwise indicated.

**How to Contact Your Lender:**

Current Lender or Servicer:	[Lender or Servicer Name] The name of the current Lender/Servicer for the account.
Lender or Servicer Address:	[Address] The address of the current Lender/Servicer [Address] for the account.
Lender or Servicer Phone Number:	[Phone Number] The general phone number for the Lender/Servicer (i.e., a 1(800) number).
Contact Person:	[Name] The name of a contact person at Lender/Servicer for the account.
Phone Number:	[Phone Number] The direct phone number for the contact person for the account.
Fax Number:	[Fax Number] The fax number for the contact person for the account.
Email:	[Email Address] The email address for the contact person for the account.

**Default Information:**

Monthly Payments Missed:	[Months missed e.g., Jan. 2014-August 2014]
Total Amount Past Due:	<b>[\$amount(s)]<sup>4</sup></b> ; itemize and describe; <b><i>*Please be aware that fees and costs may continue to accrue through the duration of the delinquency.</i></b> An itemization of all amounts necessary to cure the delinquency, including fees and costs. Language regarding the continued accrual of fees should appear at the end of the itemization.

ACT 91 NOTICE

PAGE 3

---

<sup>4</sup> All amounts listed in this field shall appear in 12 point font, bold. The itemization and description of the amounts shall not appear in bold.

**How to Cure the Default:**

Within 30 Days of the Date on This Notice:	Pay <b>[\$amount]</b> <sup>5</sup> , plus any payment and other charges that have become due to your lender or servicer by cash, cashier's check, certified check or other means acceptable to both parties.
Send Payment and Make Payable to:	[Lender or Servicer Name]Lender/Servicer name and [Address]address where the Lender/Servicer receives [Address]payment.
To Cure "Other Default":	[describe]Action homeowner must take to remedy a default other than a financial default.
Is the Mortgage Assumable?	Language indicating whether the mortgage is assumable. If the mortgage is assumable, the text in this box should read, "Yes, you may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, if all the outstanding payments, charges and attorneys fees and costs are paid prior to or at the sale and if the other requirements of the mortgage are satisfied." If the mortgage is not assumable, the text in this box should read "No" only. If the mortgage is not assumable under the terms of the contract, but the Lender is willing to discuss the possibility of allowing an assumption of the mortgage, the text in this box should read "No, but please contact your Lender to discuss your options."

ACT 91 NOTICE

PAGE 4

---

<sup>5</sup> All amounts listed in this field shall appear in 12 point font, bold.

**Source**

The provisions of this Appendix A amended through June 13, 1986, effective June 14, 1986, 16 Pa.B. 2126; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective for notices issued on or after January 1, 2009, 38 Pa.B. 4859; amended April 29, 2016, effective April 30, 2016, 46 Pa.B. 2171; amended April 2, 2021, effective April 3, 2021, 51 Pa.B. 1824. Immediately preceding text appears at serial pages (380319) to (380323).

**Cross References**

This appendix cited in 12 Pa. Code § 31.201 (relating to definitions); 12 Pa. Code § 31.202 (relating to eligibility for mortgage loan assistance); and 12 Pa. Code § 31.203 (relating to procedures).

**APPENDIX B**

**Consumer Credit Counseling Agency  
Notification of Face-to-Face Meeting**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Mortgagee Name & Address**

In accordance with the Pennsylvania Housing Finance Agency’s Homeowner’s Emergency Mortgage Assistance Program (PHFA-HEMAP) (Act 91 of 1983), this is to inform you that we have been approached for mortgage counseling assistance by:

\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Applicant)

\_\_\_\_\_

**Mortgage Loan Number**

This counseling agency has had a face-to-face meeting with the above-named applicant on \_\_\_\_\_, who indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received an Act 91 Notice of Intention to Foreclose dated \_\_\_\_\_ from:

\_\_\_\_\_  
\_\_\_\_\_

**Name and Address of Mortgagee**

In accordance with the Homeowner’s Emergency Mortgage Assistance Program, this is to inform you that:

1. Within 30 days from the date of this notice, we intend to forward an application to the Pennsylvania Housing Finance Agency, Homeowner’s Emergency Mortgage Assistance Program on behalf of the above-mentioned applicant(s).
2. By a copy of this Notice, we are notifying any other mortgagees, identified by the applicant(s) as also having a mortgage on the property identified above.

**3. No legal action to enforce the mortgage may occur if a timely application is filed. The homeowner(s) must have a face-to-face meeting with a Consumer Credit Counseling Agency within 33 days from the date of the Act 91 Notice and an application must be received by PHFA-HEMAP within 30 days of the face-to-face meeting in order to be protected by this forbearance period.**

**Name of Counseling Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Source**

The provisions of this Appendix B amended December 13, 1985, effective December 14, 1985, 15 Pa.B. 4435; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859. Immediately preceding text appears at serial pages (256063) to (256064).

**Cross References**

This appendix cited in 12 Pa. Code § 31.203 (relating to procedures).

## APPENDIX C

**HEMAP Consumer Credit Counseling Agencies**

Report last updated: 8/1/2008 10:08:21 AM

**ADAMS County**

**Adams County Interfaith Housing Authority**  
40 E High Street  
Gettysburg, PA 17325  
717.334.1518

**American Red Cross - Hanover Chapter**  
529 Carlisle Street  
Hanover, PA 17331  
717.637.3768

**CCCS of Western PA**  
2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**Maranatha**  
43 Philadelphia Avenue  
Waynesboro, PA 17268  
717.762.3285

**ALLEGHENY County**  
**Acorn of Allegheny County**  
5907 Penn Avenue  
Suite 300

Pittsburgh, PA 15206  
412.441.6551

**Action Housing, Inc**  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**  
River Park Commons  
2403 Sidney Street, Suite 400  
Pittsburgh, PA 15203  
888.511.2227  
888.511.2227

**Community Action Southwest**  
58 East Greene Street  
Waynesburg, PA 15370  
724.852.2893

**Fair Housing Partnership of Greater Pittsburgh, Inc.**  
2840 Liberty Avenue  
Suite 205  
Pittsburgh, PA 15222  
412.391.2535

**Garfield Jubilee Associates**  
5138 Penn Avenue  
Pittsburgh, PA 15224  
412.665.5200

**Mon Valley Unemployment Committee**  
1800 West Street  
3rd Floor  
Homestead, PA 15120  
412.462.9962

**Nazareth Housing Services**  
301 Bellevue Road  
Pittsburgh, PA 15229  
412.931.6996

**Neighborhood Housing Services, Inc.**  
710 5th Avenue  
Suite 1000  
Pittsburgh, PA 15219  
412.281.9773

**Pennsylvania Housing Finance Agency**  
2275 Swallow Hill Road  
Bldg 200  
Pittsburgh, PA 15220  
412.429.2842

**Urban League Of Pittsburgh**  
610 Wood Street  
Pittsburgh, PA 15222  
412.227.4802

**ARMSTRONG County**

**Armstrong County Community Action Agency**  
124 Armsdale Road  
Suite 211  
Kittanning, PA 16201  
724.548.3405

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**BEAVER County**

**Action Housing, Inc**  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**  
971 Third Street  
Beaver, PA 15009  
888.511.2227  
888.511.2227

**Housing Opportunities of Beaver County**  
320 College Avenue  
Unit 1  
Beaver, PA 15009  
724.728.7511

#### **BEDFORD County**

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**Tableland Services Inc.**  
535 East Main Street  
Somerset, PA 15501  
814.445.9628  
800.452.0148

#### **BERKS County**

**American Credit Counseling Institute**  
937 North Hanover Street  
Pottstown, PA 19460  
888.212.6741  
888.212.6741

**American Credit Counseling Institute**  
300 North Pottstown Pike  
Suite 210  
Exton, PA 19341  
888.212.6741  
888.212.6741

**American Financial Counseling Services**  
2880 Bergey Road  
Suite 4  
Hatfield, PA 19440  
267.228.7903

**American Financial Counseling Services**  
906 Penn Avenue  
Wyomissing, PA 19610  
267.228.7903  
800.490.3039

**Budget Counseling Center**  
247 North Fifth Street  
Reading, PA 19601  
610.375.7866

**CCCS of Lehigh Valley**  
3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**Community Action Committee  
of the Lehigh Valley**  
1337 East Fifth Street  
Bethlehem, PA 18015  
610.691.5620

**Neighborhood Housing Services of Reading**  
213 N 5th Street  
Suite 1030  
Reading, PA 19601  
610.372.8433

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

#### **BLAIR County**

**Blair County Community Action Agency**  
2100 6th Avenue Suite 102  
PO Box 1833  
Altoona, PA 16602  
814.946.3651

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

#### **BRADFORD County**

**CCCS of Northeastern PA**  
411 Main Street  
Suite 104  
Stroudsburg, PA 18360  
570.420.8980  
800.922.9537

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**The Trehab Center of Northeastern PA**  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

**The Trehab Center of Northeastern PA**  
The Enterprise Center  
703 S. Elmer Avenue Suite M.6  
Sayre, PA 18840  
570.888.0412  
800.982.4045

### **BUCKS County**

**Acorn Housing Corporation**  
846 North Broad Street  
Philadelphia, PA 19130  
215.765.1221

**American Credit Counseling Institute**  
937 North Hanover Street  
Pottstown, PA 19460  
888.212.6741  
888.212.6741

**American Credit Counseling Institute**  
530 West Street Road  
Suite 201  
Warminster, PA 18974  
215.444.9429  
888.212.6741

**American Credit Counseling Institute**  
300 North Pottstown Pike  
Suite 210  
Exton, PA 19341  
888.212.6741  
888.212.6741

**American Credit Counseling Institute**  
845 Coates Street  
Coatesville, PA 19320  
888.212.6741  
888.212.6741

**American Financial Counseling Services**  
175 Trafford Avenue  
Suite One  
Wayne, PA 19087  
267.228.7903  
800.490.3039

**American Financial Counseling Services**  
1917 Welsh Road  
Philadelphia, PA 19115  
267.228.7903

**Bucks County Housing Group**  
470 Old Dublin Pike  
Doylestown, PA 18901  
866.866.0280  
866.866.0280

**Bucks County Housing Group**  
515 West End Boulevard  
Quakertown, PA 18951  
866.866.0280  
866.866.0280

**Bucks County Housing Group**  
349 Durham Road  
Penndel, PA 19047  
866.866.0280  
866.866.0280

**Bucks County Housing Group**  
200 West Bridge Street  
Morrisville, PA 19067  
866.866.0280  
866.866.0280

**Bucks County Housing Group**  
2324 Second Street Pike  
Suite 17  
Wrightstown, PA 18940  
866.866.0280  
866.866.0280

**CCCS of Delaware Valley**  
Catholic Social Services Building  
7340 Jackson Street  
Philadelphia, PA 19136  
215.563.5665

**CCCS of Delaware Valley**  
1608 Walnut Street  
10th Floor  
Philadelphia, PA 19107  
215.563.5665

**CCCS of Delaware Valley**  
1230 New Rodgers Road  
Suite F1  
Bristol, PA 19007  
215.563.5665

**CCCS of Lehigh Valley**  
3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**Credit Counseling Center**  
832 Second Street Pike  
Richboro, PA 18954  
215.396.1880

**Diversified Community Services**

Dixon House  
1920 South 20th Street  
Philadelphia, PA 19145  
215.336.3511

**FOB CDC**

1201 West Olney Avenue  
Philadelphia, PA 19141  
215.549.8755

**Germantown Settlement**

5538 Wayne Avenue  
Bldg C  
Philadelphia, PA 19144  
215.849.3104

**HACE**

167 W. Allegheny Avenue  
2nd Fl  
Philadelphia, PA 19140  
215.426.8025

**Northwest Counseling Service**

5001 North Broad Street  
Philadelphia, PA 19141  
215.324.7500

**Urban League of Philadelphia**

1818 Market Street  
20th Floor  
Philadelphia, PA 19103  
215.561.6070

**BUTLER County**

Action Housing, Inc  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**

Butler County Career Link Pullman Commerce Center  
112 Hollywood Drive  
Butler, PA 16001  
888.511.2227  
888.511.2227

**CAMBRIA County**

CCCS of Western PA  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**Tableland Services Inc.**

535 East Main Street  
Somerset, PA 15501  
814.445.9628  
800.452.0148

**The NORCAM Group**

4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

**CAMERON County****CCCS of Western PA**

The Franklin Center  
524 Franklin Avenue  
Aliquippa, PA 15001  
888.511.2227  
888.511.2227

**Northern Tier Community Action Corp.**

P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
814.486.1161

**CARBON County****CCCS of Lehigh Valley**

3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**CCCS of Northeastern PA**

401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**CCCS of Northeastern PA**

411 Main Street  
Suite 104  
Stroudsburg, PA 18360  
570.420.8980  
800.922.9537

**Comm. on Econ Opportunity of Luzerne County**

163 Amber Lane  
Wilkes-Barre, PA 18702  
570.826.0510  
800.822.0359

**Community Action Committee**  
of the Lehigh Valley  
1337 East Fifth Street  
Bethlehem, PA 18015  
610.691.5620

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

#### **CENTRE County**

**CCCS of Northeastern PA**  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**Lycm.Clntn Co Comm fo Comm Action**  
2138 Lincoln Street  
P. O. Box 3568  
Williamsport, PA 17703  
570.326.0587

#### **CHESTER County**

**Acorn Housing Corporation**  
846 North Broad Street  
Philadelphia, PA 19130  
215.765.1221

**American Credit Counseling Institute**  
21 South Church Street  
West Chester, PA 19380  
888.212.6741  
888.212.6741

**American Credit Counseling Institute**  
845 Coates Street  
Coatesville, PA 19320  
888.212.6741  
888.212.6741

**American Financial Counseling Services**  
2880 Bergey Road  
Suite 4  
Hatfield, PA 19440  
267.228.7903

**American Financial Counseling Services**  
175 Trafford Avenue  
Suite One  
Wayne, PA 19087  
267.228.7903  
800.490.3039

**American Red Cross of Chester**  
1729 Edgemont Avenue  
Chester, PA 19013  
610.874.1484

**APM**  
2147 North Sixth Street  
Philadelphia, PA 19122  
215.235.6788

**Budget Counseling Center**  
247 North Fifth Street  
Reading, PA 19601  
610.375.7866

**Carroll Park Community Council, Inc.**  
5218 Master Street  
Philadelphia, PA 19131  
215.877.1157

**CCCS of Delaware Valley**  
790 E. Market St.  
Suite 170, Marshall Building  
West Chester, PA 19382  
215.563.5665

**Chester Community Improvement Project**  
412 Avenue of the States  
PO Box 541  
Chester, PA 19016  
610.876.8663

**Diversified Community Services**  
Dixon House  
1920 South 20th Street  
Philadelphia, PA 19145  
215.336.3511

**FOB CDC**  
1201 West Olney Avenue  
Philadelphia, PA 19141  
215.549.8755

**Germantown Settlement**  
5538 Wayne Avenue  
Bldg C  
Philadelphia, PA 19144  
215.849.3104

**HACE**

167 W. Allegheny Avenue  
2nd Fl  
Philadelphia, PA 19140  
215.426.8025

**Housing Partnership of Chester County**

41 West Lancaster Ave  
Downingtown, PA 19335  
610.518.1522

**Media Fellowship House**

302 South Jackson Street  
Media, PA 19063  
610.565.0434

**Northwest Counseling Service**

5001 North Broad Street  
Philadelphia, PA 19141  
215.324.7500

**Phila Council For Community Advmnt**

100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
215.567.7803  
800.930.4663

**Tabor Community Services, Inc.**

308 E King Street  
Suite 1  
Lancaster, PA 17602  
717.397.5182  
800.788.5062

**Urban League of Philadelphia**

1818 Market Street  
20th Floor  
Philadelphia, PA 19103  
215.561.6070

**CLARION County**

**CCCS of Western PA**  
Butler County Career Link Pullman Commerce Center  
112 Hollywood Drive  
Butler, PA 16001  
888.511.2227  
888.511.2227

**CLEARFIELD County**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**

Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**The NORCAM Group**

4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

**CLINTON County****CCCS of Northeastern PA**

201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537

**CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**Lycom.Clntr Co Comm fo Comm Action**

2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

**COLUMBIA County****CCCS of Northeastern PA**

401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**CRAWFORD County****Booker T. Washington Center**

1720 Holland Street  
Erie, PA 16503  
814.453.5744

**CCCS of Western PA**

4402 Peach Street  
Erie, PA 16509  
888.511.2227 ext  
108  
888.511.2227 ext  
108

**Center for Family Services, Inc.**  
213 Center Street  
Meadville, PA 16335  
814.337.8450

**Greater Erie Community Action Committee**  
18 West 9TH Street  
Erie, PA 16501  
814.459.4581

**Shenango Valley Urban League, Inc.**  
601 Indiana Avenue  
Farrell, PA 16121  
724.981.5310

**St. Martin Center**  
1701 Parade Street  
Erie, PA 16503  
814.452.6113

#### **CUMBERLAND County**

**Adams County Interfaith Housing Authority**  
40 E High Street  
Gettysburg, PA 17325  
717.334.1518

**CCCS of Western PA**  
2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**Community Action Commission of Captial Region**  
1514 Derry Street  
Harrisburg, PA 17104  
717.232.9757

**Loveship, Inc.**  
2320 North 5th Street  
Harrisburg, PA 17110  
717.232.2207

**Maranatha**  
43 Philadelphia Avenue  
Waynesboro, PA 17268  
717.762.3285

**PHFA**  
211 North Front Street  
Harrisburg, PA 17110  
717.780.3940  
800.342.2397

**DAUPHIN County**  
**CCCS of Western PA**  
2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**Community Action Commission of Captial Region**  
1514 Derry Street  
Harrisburg, PA 17104  
717.232.9757

**Loveship, Inc.**  
2320 North 5th Street  
Harrisburg, PA 17110  
717.232.2207

**PHFA**  
211 North Front Street  
Harrisburg, PA 17110  
717.780.3940  
800.342.2397

#### **DELAWARE County**

**Acorn Housing Corporation**  
846 North Broad Street  
Philadelphia, PA 19130  
215.765.1221

**Advocates for Financial Independence**  
202 East Hinkley Avenue  
Ridley Park, PA 19078  
215.389.2810

**American Credit Counseling Institute**  
175 Strafford Avenue  
Suite 1  
Wayne, PA 19087  
610.971.2210  
888.212.6741

**American Financial Counseling Services**  
175 Trafford Avenue  
Suite One  
Wayne, PA 19087  
267.228.7903  
800.490.3039

**American Red Cross of Chester**  
1729 Edgemont Avenue  
Chester, PA 19013  
610.874.1484

**APM**  
2147 North Sixth Street  
Philadelphia, PA 19122  
215.235.6788

**Carroll Park Community Council, Inc.**  
5218 Master Street  
Philadelphia, PA 19131  
215.877.1157

**CCCS of Delaware Valley**  
1608 Walnut Street  
10th Floor  
Philadelphia, PA 19107  
215.563.5665

**CCCS of Delaware Valley**  
280 North Providence Road  
Media, PA 19063  
215.563.5665

**CCCS of Delaware Valley**  
790 E. Market St.  
Suite 170, Marshall Building  
West Chester, PA 19382  
215.563.5665

**Chester Community Improvement Project**  
412 Avenue of the States  
PO Box 541  
Chester, PA 19016  
610.876.8663

**Diversified Community Services**  
Dixon House  
1920 South 20th Street  
Philadelphia, PA 19145  
215.336.3511  
FOB CDC  
1201 West Olney Avenue  
Philadelphia, PA 19141  
215.549.8755

**Germantown Settlement**  
5538 Wayne Avenue  
Bldg C  
Philadelphia, PA 19144  
215.849.3104  
HACE  
167 W. Allegheny Avenue  
2nd Fl  
Philadelphia, PA 19140  
215.426.8025

**Housing Partnership of Chester County**  
41 West Lancaster Ave  
Downingtown, PA 19335  
610.518.1522

**Media Fellowship House**  
302 South Jackson Street  
Media, PA 19063  
610.565.0434

**Northwest Counseling Service**  
5001 North Broad Street  
Philadelphia, PA 19141  
215.324.7500

**Phila Council For Community Advmt**  
100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
215.567.7803  
800.930.4663

**Urban League of Philadelphia**  
1818 Market Street  
20th Floor  
Philadelphia, PA 19103  
215.561.6070

#### **ELK County**

**Northern Tier Community Action Corp.**  
P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
814.486.1161

#### **ERIE County**

**Booker T. Washington Center**  
1720 Holland Street  
Erie, PA 16503  
814.453.5744  
**CCCS of Western PA**  
4402 Peach Street  
Erie, PA 16509  
888.511.2227 ext  
108

888.511.2227 ext  
108

**Greater Erie Community Action Committee**  
18 West 9TH Street  
Erie, PA 16501  
814.459.4581  
**St. Martin Center**  
1701 Parade Street  
Erie, PA 16503  
814.452.6113

**Voices for Independence**  
1107 Payne Avenue  
Erie, PA 16503  
814.874.0064  
800.838.9890

#### **FAYETTE County**

**Action Housing, Inc**  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**  
 1 North Gate Square  
 #2 Garden Center Drive  
 Greensburg, PA 15601  
 888.511.2227  
 888.511.2227

**Community Action Southwest**  
 58 East Greene Street  
 Waynesburg, PA 15370  
 724.852.2893

**Fayette Co. Community Action Agency, Inc.**  
 137 North Beeson Avenue  
 Uniontown, PA 15401  
 724.437.6050  
 800.427.INFO

**Tableland Services Inc.**  
 535 East Main Street  
 Somerset, PA 15501  
 814.445.9628  
 800.452.0148

#### **FOREST County**

**Warren-Forest Counties Economic Opportunity Council**  
 1209 Pennsylvania Ave, West  
 P.O. Box 547  
 Warren, PA 16365  
 814.726.2400

#### **FRANKLIN County**

**Adams County Interfaith Housing Authority**  
 40 E High Street  
 Gettysburg, PA 17325  
 717.334.1518

**American Red Cross - Hanover Chapter**  
 529 Carlisle Street  
 Hanover, PA 17331  
 717.637.3768

**CCCS of Western PA**  
 2000 Linglestown Road  
 Harrisburg, PA 17102  
 888.511.2227  
 888.511.2227

**CCCS of Western PA**  
 Colonial Shopping Center  
 970 S. George St  
 York, PA 17403  
 888.511.2227  
 888.511.2227

**Community Action Commission of Capital Region**  
 1514 Derry Street  
 Harrisburg, PA 17104  
 717.232.9757

**Maranatha**  
 43 Philadelphia Avenue  
 Waynesboro, PA 17268  
 717.762.3285

#### **FULTON County**

**CCCS of Western PA**  
 Colonial Shopping Center  
 970 S. George St  
 York, PA 17403  
 888.511.2227  
 888.511.2227

**Maranatha**  
 43 Philadelphia Avenue  
 Waynesboro, PA 17268  
 717.762.3285

#### **GREENE County**

**Action Housing, Inc**  
 425 6th Avenue  
 Suite 950  
 Pittsburgh, PA 15219  
 412.281.2102  
 800.792.2801

**CCCS of Western PA**  
 1 North Gate Square  
 #2 Garden Center Drive  
 Greensburg, PA 15601  
 888.511.2227  
 888.511.2227

**Community Action Southwest**  
 58 East Greene Street  
 Waynesburg, PA 15370  
 724.852.2893

#### **HUNTINGDON County**

**CCCS of Northeastern PA**  
 202 W. Hamilton Avenue  
 State College, PA 16801  
 814.238.3668  
 800.922.9537

**CCCS of Western PA**  
 Royal Remax Plaza  
 917 A Logan Boulevard  
 Altoona, PA 16602  
 888.511.2227  
 888.511.2227

**INDIANA County**

CCCS of Western PA  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
888.511.2227  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**JEFFERSON County**

CCCS of Western PA  
Butler County Career Link Pullman Commerce Center  
112 Hollywood Drive  
Butler, PA 16001  
888.511.2227  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**JUNIATA County**

CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

CCCS of Western PA  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**LACKAWANNA County**

Catholic Social Services  
Saint Catherine Manor  
5 Knox Road  
Scranton, PA 18505  
570.558.3019

CCCS of Northeastern PA  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

United Neighborhood Centers of Northeastern PA  
425 Alder Street  
Scranton, PA 18505  
570.346.0759

**LANCASTER County**

Base, Inc.  
447 South Prince Street  
Lancaster, PA 17603  
717.392.5467

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

CCCS of Western PA  
Colonial Shopping Center  
970 S. George St  
York, PA 17403  
888.511.2227  
888.511.2227

Opportunity Inc.  
301 East Market Street  
York, PA 17403  
717.424.3645

Tabor Community Services, Inc.  
308 E King Street  
Suite 1  
Lancaster, PA 17602  
717.397.5182  
800.788.5062

**LAWRENCE County**

CCCS of Western PA  
312 Chestnut Street  
Suite 227  
Meadville, PA 16335  
888.511.2227  
888.511.2227

Housing Opportunities of Beaver County  
320 College Avenue  
Unit 1  
Beaver, PA 15009  
724.728.7511

Lawrence County Social Services, Inc.  
PO Box 189  
241 West Grant Street  
New Castle, PA 16103  
724.658.7258  
724.658.7664

**Shenango Valley Urban League, Inc.**  
601 Indiana Avenue  
Farrell, PA 16121  
724.981.5310

#### **LEBANON County**

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

**Tabor Community Services, Inc.**  
308 E King Street  
Suite 1  
Lancaster, PA 17602  
717.397.5182  
800.788.5062

#### **LEHIGH County**

**CCCS of Lehigh Valley**  
3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**Community Action Committee  
of the Lehigh Valley**  
1337 East Fifth Street  
Bethlehem, PA 18015  
610.691.5620

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

#### **LUZERNE County**

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**Comm. on Econ Opportunity of Luzerne County**  
163 Amber Lane  
Wilkes Barre, PA 18702  
570.828.0510  
800.822.0359

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

**United Neighborhood Centers of Northeastern PA**  
425 Alder Street  
Scranton, PA 18505  
570.346.0759

#### **LYCOMING County**

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**CCCS of Northeastern PA**  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537

**Lycom. Clntrn Co Comm fo Comm Action**  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

#### **MCKEAN County**

**Northern Tier Community Action Corp.**  
P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
814.486.1161

#### **MERCER County**

**CCCS of Western PA**  
Butler County Career Link Pullman Commerce Center  
112 Hollywood Drive  
Butler, PA 16001  
888.511.2227  
888.511.2227

**Shenango Valley Urban League, Inc.**  
601 Indiana Avenue  
Farrell, PA 16121  
724.981.5310

#### **MIFFLIN County**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

**MONROE County**

**Catholic Social Services**  
 Saint Catherine Manor  
 5 Knox Road  
 Scranton, PA 18505  
 570.558.3019

**CCCS of Northeastern PA**  
 401 Laurel Street  
 Pittston, PA 18640  
 570.602.2227  
 800.922.9537

**CCCS of Northeastern PA**  
 411 Main Street  
 Suite 104  
 Stroudsburg, PA 18360  
 570.420.8980  
 800.922.9537

**Community Action Committee**  
 of the Lehigh Valley  
 1337 East Fifth Street  
 Bethlehem, PA 18015  
 610.691.5620

**MONTGOMERY County**

**Acorn Housing Corporation**  
 846 North Broad Street  
 Philadelphia, PA 19130  
 215.765.1221

**American Credit Counseling Institute**  
 937 North Hanover Street  
 Pottstown, PA 19460  
 888.212.6741  
 888.212.6741

**American Credit Counseling Institute**  
 300 North Pottstown Pike  
 Suite 210  
 Exton, PA 19341  
 888.212.6741  
 888.212.6741

**American Credit Counseling Institute**  
 528 Dekalb Street  
 Norristown, PA 19401  
 610.971.2210  
 888.212.6741

**American Credit Counseling Institute**  
 530 West Street Road  
 Suite 201  
 Warminster, PA 18974  
 215.444.9429  
 888.212.6741

**American Credit Counseling Institute**  
 845 Coates Street  
 Coatesville, PA 19320  
 888.212.6741  
 888.212.6741

**American Financial Counseling Services**  
 175 Trafford Avenue  
 Suite One  
 Wayne, PA 19087  
 267.228.7903  
 800.490.3039

**American Financial Counseling Services**  
 1917 Welsh Road  
 Philadelphia, PA 19115  
 267.228.7903

**American Financial Counseling Services**  
 871 N Easton Road  
 Glenside, PA 19038  
 267.228.7903

**American Financial Counseling Services**  
 2880 Bergey Road  
 Suite 4  
 Hatfield, PA 19440  
 267.228.7903

**American Financial Counseling Services**  
 405 West Germantown Pike  
 Norristown, PA 19403  
 267.228.7903

**CCCS of Delaware Valley**  
 1608 Walnut Street  
 10th Floor  
 Philadelphia, PA 19107  
 215.563.5665

**CCCS of Delaware Valley**  
 1777 Sentry Parkway West  
 Suite 200  
 Blue Bell, PA 19422  
 215.563.5665

**Chester Community Improvement Project**  
 412 Avenue of the States  
 PO Box 541  
 Chester, PA 19016  
 610.876.8663

**Community Action Development Comm**  
 CADCOM  
 113 E Main St  
 Norristown, PA 19401  
 610.277.6363

**Germantown Settlement**  
5538 Wayne Avenue  
Bldg C  
Philadelphia, PA 19144  
215.849.3104

**Housing Partnership of Chester County**  
41 West Lancaster Ave  
Downingtown, PA 19335  
610.518.1522

**Media Fellowship House**  
302 South Jackson Street  
Media, PA 19063  
610.565.0434

**Northwest Counseling Service**  
5001 North Broad Street  
Philadelphia, PA 19141  
215.324.7500

**Phila Council For Community Advmnt**  
100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
215.567.7803  
800.930.4663

#### **MONTOUR County**

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

#### **NORTHAMPTON County**

**CCCS of Lehigh Valley**  
3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**Community Action Committee  
of the Lehigh Valley**  
1337 East Fifth Street  
Bethlehem, PA 18015  
610.691.5620

#### **NORTHUMBERLAND County**

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**CCCS of Northeastern PA**  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.8627  
800.922.9537

**Schuylkill Community Action**  
225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

#### **PERRY County**

**CCCS of Western PA**  
2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**Community Action Commission of Capital Region**  
1514 Derry Street  
Harrisburg, PA 17104  
717.232.9757

**Loveship, Inc.**  
2320 North 5th Street  
Harrisburg, PA 17110  
717.232.2207

**Maranatha**  
43 Philadelphia Avenue  
Waynesboro, PA 17268  
717.762.3285

#### **PHILADELPHIA County**

**Acorn Housing Corporation**  
846 North Broad Street  
Philadelphia, PA 19130  
215.765.1221

**Advocates for Financial Independence**  
1806 South Broad Street  
Suite 1 B  
Philadelphia, PA 19145  
215.389.2810

**American Credit Counseling Institute**  
845 Coates Street  
Coatesville, PA 19320  
888.212.6741  
888.212.6741

**American Credit Counseling Institute**  
530 West Street Road  
Suite 201  
Warminster, PA 18974  
215.444.9429  
888.212.6741

**American Financial Counseling Services**  
175 Trafford Avenue  
Suite One  
Wayne, PA 19087  
267.228.7903  
800.490.3039

**American Financial Counseling Services**  
1917 Welsh Road  
Philadelphia, PA 19115  
267.228.7903

**APM**  
2147 North Sixth Street  
Philadelphia, PA 19122  
215.235.6788

**Carroll Park Community Council, Inc.**  
5218 Master Street  
Philadelphia, PA 19131  
215.877.1157

**CCCS of Delaware Valley**  
1608 Walnut Street  
10th Floor  
Philadelphia, PA 19107  
215.563.5665

**CCCS of Delaware Valley**  
One Cherry Hill  
Suite 215  
Cherry Hill, PA 08002  
215.563.5665

**CCCS of Delaware Valley**  
Catholic Social Services Building  
7340 Jackson Street  
Philadelphia, PA 19136  
215.563.5665

**Centro Pedro Claver, Inc.**  
627 West Erie Avenue  
Philadelphia, PA 19140  
215.227.7111

**Chester Community Improvement Project**  
412 Avenue of the States  
PO Box 541  
Chester, PA 19016  
610.876.8663

**Congreso**  
216 West Somerset Street  
Philadelphia, PA 19133  
215.763.8870

**Council of Spanish Speaking Organization**  
705-09 North Franklin Street  
Philadelphia, PA 19123  
215.627.3100

**Diversified Community Services**  
Dixon House  
1920 South 20th Street  
Philadelphia, PA 19145  
215.336.3511

**Esperanza**  
4261 North 5th Street  
Philadelphia, PA 19140  
215.324.0746

**FOB CDC**  
1201 West Olney Avenue  
Philadelphia, PA 19141  
215.549.8755

**Germantown Settlement**  
5538 Wayne Avenue  
Bldg C  
Philadelphia, PA 19144  
215.849.3104

**HACE**  
167 W. Allegheny Avenue  
2nd Fl  
Philadelphia, PA 19140  
215.426.8025

**Hispanic Alliance for Community Advancement**  
2740 North Front Street  
Philadelphia, PA 19133  
215.667.8932

**Housing Association of Delaware Valley**  
1500 Walnut Street  
Suite 601  
Philadelphia, PA 19102  
215.545.6010

**Housing Association of Delaware Valley**  
658 North Watts Street  
Philadelphia, PA 19123  
215.978.0224

**Intercultural Family Services, Inc.**  
4225 Chestnut Street  
Philadelphia, PA 19104  
215.386.1298

**Korean Community Development Services Center**  
6055 North 5th Street  
Philadelphia, PA 19120  
215.276.8830

**Liberty Resources**  
714 Market Street  
Suite 100  
Philadelphia, PA 19106  
215.634.2000

**Mt. Airy, USA**

6703 Germantown Avenue  
Suite 200  
Philadelphia, PA 19119  
215.844.6021

**New Kensington Community Development Corp**

2515 Frankford Avenue  
Philadelphia, PA 19125  
215.427.0350

**Northwest Counseling Service**

5001 North Broad Street  
Philadelphia, PA 19141  
215.324.7500

**Phila Council For Community Advmnt**

100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
215.567.7803  
800.930.4663

**Philadelphia Senior Center**

509 South Broad Street  
Philadelphia, PA 19147  
215.546.5879

**South Philadelphia H.O.M.E.S.**

1444 Point Breeze Avenue  
Philadelphia, PA 19146  
215.334.4430

**Southwest Community Development Corporation**

6328 Paschall Avenue  
Philadelphia, PA 19142  
215.729.0800

**The Partnership CDC**

4020 Market Street  
Suite 100

Philadelphia, PA 19104  
215.662.1612

**United Communities Southeast Philadelphia**

2029 South 8th Street  
Philadelphia, PA 19148  
215.467.8700

**Urban League of Philadelphia**

1818 Market Street  
20th Floor  
Philadelphia, PA 19103  
215.561.6070

**West Oak Lane CDC**

6259 Limekiln Pike  
Philadelphia, PA 19141  
215.224.0880

**PIKE County****CCCS of Northeastern PA**

401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**CCCS of Northeastern PA**

411 Main Street  
Suite 104  
Stroudsburg, PA 18360  
570.420.8980  
800.922.9537

**POTTER County****Northern Tier Community Action Corp.**

P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
814.486.1161

**SCHUYLKILL County****Budget Counseling Center**

247 North Fifth Street  
Reading, PA 19601  
610.375.7866

**CCCS of Lehigh Valley**

3671 Crescent Court East  
Whitehall, PA 18052  
610.821.4011  
800.837.9815

**Comm. on Econ Opportunity of Luzerne County**

163 Amber Lane  
Wilkes Barre, PA 18702  
570.826.0510  
800.822.0359

**Schuykill Community Action**

225 N. Centre Street  
Pottsville, PA 17901  
570.622.1995

**SNYDER County****CCCS of Western PA**

2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**Community Action Commission of Captial Region**

1514 Derry Street  
Harrisburg, PA 17104  
717.232.9757

**SOMERSET County**

CCCS of Western PA  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
888.511.2227  
888.511.2227

Fayette Co. Community Action Agency, Inc.  
137 North Beeson Avenue  
Uniontown, PA 15401  
724.437.6050  
800.427.INFO

Tableland Services Inc.  
535 East Main Street  
Somerset, PA 15501  
814.445.9628  
800.452.0148

**SULLIVAN County**

CCCS of Northeastern PA  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

The Trehab Center of Northeastern PA  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

The Trehab Center of Northeastern PA  
German Street  
P.O. Box 389  
Dushore, PA 18614  
570.928.9667  
800.982.4045

**SUSQUEHANNA County**

The Trehab Center of Northeastern PA  
10 Public Avenue  
PO Box 366  
Montrose, PA 18801  
570.278.3338  
800.982.4045

The Trehab Center of Northeastern PA  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

**TIOGA County**

CCCS of Northeastern PA  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

The Trehab Center of Northeastern PA  
144 E. East Avenue  
Wellsboro, PA 16901  
570.724.5252  
800.982.4045

The Trehab Center of Northeastern PA  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

**UNION County**

CCCS of Northeastern PA  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537

CCCS of Western PA  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227  
888.511.2227

Lycom.Clntn Co Comm fo Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

**VENANGO County**

CCCS of Western PA  
Butler County Career Link Pullman Commerce Center  
112 Hollywood Drive  
Butler, PA 16001  
888.511.2227  
888.511.2227

Center for Family Services, Inc.  
213 Center Street  
Meadville, PA 16335  
814.337.8450

**Greater Erie Community Action Committee**  
18 West 9TH Street  
Erie, PA 16501  
814.459.4581

**St. Martin Center**  
1701 Parade Street  
Erie, PA 16503  
814.452.6113

#### **WARREN County**

**Booker T. Washington Center**  
1720 Holland Street  
Erie, PA 16503  
814.453.5744

**CCCS of Western PA**  
4402 Peach Street  
Erie, PA 16509  
888.511.2227 ext  
108  
888.511.2227 ext  
108

**Greater Erie Community Action Committee**  
18 West 9TH Street  
Erie, PA 16501  
814.459.4581

**St. Martin Center**  
1701 Parade Street  
Erie, PA 16503  
814.452.6113

**Warren-Forest Counties Economic Opportunity Council**  
1209 Pennsylvania Ave, West  
P.O. Box 547

Warren, PA 16365  
814.726.2400

#### **WASHINGTON County**

**Action Housing, Inc**  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
888.511.2227  
888.511.2227

**CCCS of Western PA**  
41 East Chestnut Street  
Washington, PA 15301  
888.511.2227  
888.511.2227

**Community Action Southwest**  
58 East Greene Street  
Waynesburg, PA 15370  
724.852.2893

**Community Action Southwest**  
150 West Beau Street  
Suite 304  
Washington, PA 15301  
724.225.9550

**Mon Valley Unemployment Committee**  
1800 West Street  
3rd Floor  
Homestead, PA 15120  
412.462.9962

#### **WAYNE County**

**Catholic Social Services**  
Saint Catherine Manor  
5 Knox Road  
Scranton, PA 18505

570.558.3019

**CCCS of Northeastern PA**  
411 Main Street  
Suite 104  
Stroudsburg, PA 18360  
570.420.8980  
800.922.9537

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**The Trehab Center of Northeastern PA**  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

**United Neighborhood Centers of Northeastern PA**  
425 Alder Street  
Scranton, PA 18505  
570.346.0759

#### **WESTMORELAND County**

**Action Housing, Inc**  
425 6th Avenue  
Suite 950  
Pittsburgh, PA 15219  
412.281.2102  
800.792.2801

**CCCS of Western PA**  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
888.511.2227  
888.511.2227

**Community Action Southwest**  
58 East Greene Street  
Waynesburg, PA 15370  
724.852.2893

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**Mon Valley Unemployment Committee**  
1800 West Street  
3rd Floor

Homestead, PA 15120  
412.462.9962

**Tableland Services Inc.**  
535 East Main Street  
Somerset, PA 15501

814.445.9628  
800.452.0148

#### **WYOMING County**

**Catholic Social Services**  
Saint Catherine Manor  
5 Knox Road  
Scranton, PA 18505  
570.558.3019

**CCCS of Northeastern PA**  
401 Laurel Street  
Pittston, PA 18640  
570.602.2227  
800.922.9537

**Comm. on Econ Opportunity of Luzerne County**  
163 Amber Lane  
Wilkes-Barre, PA 18702  
570.826.0510  
800.822.0359

**The Trehab Center of Northeastern PA**  
115 SR 92S  
Tunkhannock, PA 18657  
570.836.6840  
800.982.4045

**The Trehab Center of Northeastern PA**  
1225 Main Street  
Honesdale, PA 18431  
570.253.8941  
800.982.4045

**United Neighborhood Centers of Northeastern PA**  
425 Alder Street  
Scranton, PA 18505  
570.346.0759

#### **YORK County**

**Adams County Interfaith Housing Authority**  
40 E High Street  
Gettysburg, PA 17325  
717.334.1518

**American Red Cross - Hanover Chapter**  
529 Carlisle Street  
Hanover, PA 17331  
717.637.3768

**Base, Inc.**  
447 South Prince Street  
Lancaster, PA 17603  
717.392.5467

**CCCS of Western PA**  
2000 Linglestown Road  
Harrisburg, PA 17102  
888.511.2227  
888.511.2227

**CCCS of Western PA**  
Colonial Shopping Center  
970 S. George St  
York, PA 17403  
888.511.2227  
888.511.2227

**Housing Alliance of York**  
35 South Duke Street  
York, PA 17401  
717.854.1541

**Opportunity Inc.**  
301 East Market Street  
York, PA 17403  
717.424.3645

#### **Source**

The provisions of this Appendix C adopted December 13, 1985, effective December 14, 1985, 15 Pa.B. 4435; amended July 1, 1994, effective July 2, 1994, 24 Pa.B. 3224; amended June 4, 1999, effective July 1, 1999, 29 Pa.B. 2859; amended November 2, 2001, effective January 1, 2002, 31 Pa.B. 6106; amended August 29, 2008, effective September 6, 2008, 38 Pa.B. 4859. Immediately preceding text appears at serial pages (284783) to (284811).

[Next page is 33-1.]