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P R O C E E D I N G S

ADMINISTRATIVE LAW JUDGE MICHAEL A. NEMEC: This morning we have a case that's captioned Ohioview Infrastructure versus Duquesne Light Company and another case, Groveton Housing versus Duquesne Light Company. They're docketed respectively at C-20066233 and C-20066236.

Present this morning for the complainants we have Attorneys David Montgomery and Clifford Levine; on behalf of Duquesne Light Attorney Regina Sestak. Any preliminary matters?

MS. SESTAK: Your Honor, I have admissions that the complainants have responded to that I would like to make part of the record. I'll give the original to Your Honor.

JUDGE NEMEC: Okay. Original and a copy go to the reporter.

MS. SESTAK: Right. I apologize. I broke a fingernail and put it back together with Scotch tape and that isn't working very well. Let me give you a copy. I don't think that complainant is going to object.

JUDGE NEMEC: Has this been filed with the secretary?

MS. SESTAK: No, Your Honor.

JUDGE NEMEC: Okay. At this point you're filing a response to, you're filing a copy to their response to your request for admissions?

MS. SESTAK: Yes, Your Honor.

JUDGE NEMEC: Any objections?

MR. LEVINE: No.

JUDGE NEMEC: The response filed by complainants to Duquesne Light Company's request for admissions will be made part of record.

JUDGE NEMEC: Any other preliminary matters?

MR. LEVINE: No, Your Honor. I don't know. Do you want to have just a very brief opening?

JUDGE NEMEC: If you want to make one, that's fine.

MR. LEVINE: Okay. This case involves two projects that were developed under HUD guidelines that were established in the mid 1990s that are generally referred to as the Hope VI Program and related standards, and this involved really a wholesale change in how the country was going to deal with public housing and affordable housing.

As you'll see through the testimony, public housing from the 1930s and 1940s and 1950s had been in a very isolated barrack style living situation in the mid 1990s, faced with decades of problems associated with high crime, isolation, lack of jobs, huge vacancy rates because even the poorest of the poor didn't want to live in these types of environments.

HUD, the Housing and Urban Development Department of the federal government decided that we're going to have a wholesale change, as part of the wholesale changes we're

going to change how these projects were going to be financed, how they were going to be owned, who was actually going to live in these projects, and, most importantly, how these projects were to be designed and how they were to look.

So instead of having this isolated top of the hill approach these developments were going to have integrated streets, grid streets, accessible, and it was going to be really a wholesale change in how these projects were going to be done.

As part of the changes private developers got involved in this mix, and you'll hear some testimony about that. These really were completely new developments. The barracks were completely eliminated. The roads were vacated. The roads were often reconfigured. In these cases they were reconfigured.

Utility lines were placed in different locations. They were placed underground. Infrastructure was changed. The mix of tenants was changed substantially. These really do constitute new developments in an absolute sense. They just happen to be in an urban type of area, but these are clearly new developments.

Under Duquesne Light's tariff, Duquesne Light would be obligated to pay for the infrastructure that was to go into a new development. There are many, many instances of new

developments out in the suburbs and in other areas where Duquesne Light would pay for the infrastructure, would pay for underground wires or underground structures. But in this case they chose not to. In this case, when the developers went and proposed what they were going to do, Duquesne Light charged for the infrastructure.

So the issue really in this case is a fairly narrow one but quite a substantial one in terms of what it means in terms of our Commonwealth of Pennsylvania and how we treat, one, affordable housing and how we treat complete redevelopment projects. I mean complete where you completely eliminated any trace of what existed before in terms of roads and infrastructure.

Whether we're going to discriminate against these types of projects and say that in these types of urban projects for affordable housing we're not, even though it is new development, we're not going to treat it as new development, we're going to treat it differently than we would something in the suburbs, something in an outlying area, a greenfield area.

The tariff really tracks the language of the law talking about development. There's a definition of development being a planned project which is developed by a developer for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots of the

construction of single-family residences, detached or otherwise or mobile homes, and one or more five-unit apartment houses, all of which are intended for year-round occupancy if providing electric service to such project necessitates extending the company's existing distribution line.

You will hear through the course of this that this was new development. This is not-- And we can appreciate Duquesne Light's concerns about somebody adds a back den to their house, somebody wants to take their existing house and their existing ownership and they're asking Duquesne Light to put in a lateral that's underground.

This is not that situation. This is not a rehabilitation of these units. It wasn't as if somebody put some siding on these old barracks. There was a complete and total redevelopment that was consistent with HUD standards, consistent with Pennsylvania standards, and involved a totally different makeup.

As you'll hear, where the bill was previously sent to Allegheny County Housing Authority, now the bills are sent to individual owners and apartment dwellers within those units.

So that's really the essence of this case is interpreting whether this is new development under the tariff because, if it is new development, then Duquesne

Light, pursuant to its tariff, is obligated to pay for the infrastructure. If it is not new development and if it's simply some sort of a rehabilitation or a renovation that the owner's requesting that Duquesne Light make an adjustment, then in that case then they would not be obligated.

So that really comes down to the case. We are going to have four witnesses. Walter MacFann is with the Allegheny County Housing Authority. He knows what life was like before Hope VI. He knows what it's like to get involved with these projects.

Mindy Turbov is an expert in the Hope VI project and in the affording housing area. Ralph Falbo is the private developer who got involved in this after these very profound changes in regulations. Patrick Gallagher is the engineering construction specialist involved in defining this. So those will be our witnesses.

JUDGE NEMEC: Ms. Sestak, any response?

MS. SESTAK: Yes, Your Honor. I think it's important at the outset to understand that this case turns solely on an interpretation of Duquesne Light Company's Tariff Rule 13. Mr. Levine would have us believe that the purpose of this tariff regulation is to spur new development by helping to underwrite some of the costs of the electrical infrastructure.

In fact, the purpose of having a company bear the cost in a new development is based in part on the theory that the company will achieve new revenues because this property previously fallow is now developed.

In the present case there was existing infrastructure in place at both of these developments. There were existing customers in place at both of these developments. At the developer's request, Duquesne Light removed this existing infrastructure and replaced it with other infrastructure.

It does not fall within the definition of development under Rule 13.2A clearly because it does not necessitate extending the company's existing distribution lines but simply replacing the company's existing distribution lines with other distribution lines.

JUDGE NEMEC: Are there any facts in dispute here?

MR. LEVINE: I would say there's perhaps nuances in perspectives. I don't know as we go through this that we're going to have that much truly in dispute.

MR. MONTGOMERY: If I may say, Your Honor, there are certain aspects of the projects that are in dispute and we would have witnesses present testimony on.

Subject matters such as whether the properties were subdivided into five or more lots, whether the applicants presented the properties in such a way as to meet requirements of the tariff insofar as doing the excavation

and backfilling for the installation of the electrical conduits underground, things of that nature are in dispute or items that we would have to prove.

JUDGE NEMEC: All right. You may proceed.

MR. LEVINE: As a first witness I would like to call Walter MacFann.

JUDGE NEMEC: Sir, we have a special seat for you up here. Have a seat, please. Please raise your right hand. Whereupon,

WALTER MacFANN,

having been duly sworn, testified as follows:

JUDGE NEMEC: You may proceed.

MR. LEVINE: Your Honor, before we start, we have prepared an exhibit book I would like to make available to you and to counsel as we go through this as a way of tracking and organizing exhibits. So we would move for admission of the exhibits.

JUDGE NEMEC: All right.

(Whereupon, the documents were marked as Complainant Exhibit Nos. 1-14, 16-22, and 24 and 25 for identification.)

MR. LEVINE: The witness has one.

JUDGE NEMEC: We need two copies for the court reporter.

MR. LEVINE: Can we supply one at the end?

COURT REPORTER: Yes.

DIRECT EXAMINATION

BY MR. LEVINE:

Q. Could you state your name, please.

A. Walter MacFann.

JUDGE NEMEC: Spell your last name, please.

THE WITNESS: M-a-c-, capital F, as in Frank, a-n-n.

BY MR. LEVINE:

Q. Where do you reside?

A. 110 Main Street, Daisytown, Pennsylvania.

Q. What is your educational background?

A. Bachelor's in business admission from California University and a master's in business administration from California University.

JUDGE NEMEC: I'm sorry. Which university?

THE WITNESS: California University, Pennsylvania.

JUDGE NEMEC: Thank you.

BY MR. LEVINE:

Q. When did you graduate?

A. Undergrad '89, grad in '92.

JUDGE NEMEC: Sir, I'm going to ask you to slow down and speak up. Okay?

THE WITNESS: Yes, sir.

JUDGE NEMEC: I may be hard of hearing. The most important thing is that she hears what you say. We want her to get it and get it right. Okay?

THE WITNESS: Okay.

JUDGE NEMEC: So just keeping telling yourself slow down, speak up.

THE WITNESS: Thank you.

BY MR. LEVINE:

Q. Where are you currently employed?

A. The Allegheny County Housing Authority.

Q. How long have you been employed at the authority?

A. Eleven years.

Q. And what are your current duties?

A. Currently I'm responsible for the revitalization and redevelopment of various public housing communities throughout Allegheny County.

Q. Do you have a formal position?

A. Yes, director of real estate investments.

Q. So as director of real estate investments, just summarize--

A. As director of real estate investments it's my responsibility to oversee organizing and planning of various mixed financing developments, putting together funding packages, overseeing construction and related entities.

Q. How many properties does the Allegheny County Housing Authority oversee?

A. We have 40 plus properties in 35 different communities throughout Allegheny County.

Q. Approximately how many units?

A. 3,500 units of public housing.

Q. Is public housing generally concentrated in certain specific areas or is it dispersed?

A. Primarily it's concentrated in a variety of different communities, the largest numbers. But we are working towards spreading it across the entire county.

Q. Do you know for how long, how many decades, Allegheny County Housing Authority has been involved in the process of overseeing housing?

A. Approximately since 1935 there have been various developments that have been built over that time.

Q. Typically in the 1930s, '40s, and '50s did the authority own a particular development and control that development in terms of putting in the tenants?

A. The Allegheny County Housing Authority, either through the Department of Defense, the War Department, or itself, owned, managed, or operated a variety of developments over the years. Currently right now any properties that we do own are owned by us. The War Department and the Department of Defense has conveyed those over to us at some point.

Q. So was this also true in the 1960s, '70s, and '80s?

A. Correct, yes.

Q. All right. Did there come a time in the mid 1990s where the philosophy of how to operate these housing units changed?

A. The philosophy of not only HUD but also Congress changed.

Q. Let's clarify. HUD is?

A. HUD is the Department of Housing and Urban Development.

Q. Which is federal?

A. Which is a federal agency and Congress, being the Senate and the House of Representatives, came up with the new mixed financing approach of developing and maintaining public housing.

Q. Now, let's lock into that. That was, I believe, in 1993?

A. Yes.

Q. At that block in time before 1993 can you describe the types of problems that housing authorities such as the Allegheny County Housing Authority were experiencing with their units?

A. All the units were built in a different era, primarily the era being small families, temporary housing, either coming back from the war or grandma retired and now she has a small apartment to live in.

The units were very small, confined, no

amenities, no air conditioning. If it was a four-bedroom unit it had the same size bathroom and the number of bathrooms as a one-bedroom unit, same size kitchen, same size living room, no defensible space.

Q. What do you mean by that term, no defensible space?

A. The defensible space we define as being able to have clear sight lines, space that you can identify as your own, you and your family in front of your unit/behind your unit, a front porch.

Somewhere also defensible meaning that if police came into the neighborhood they could have clear sight lines in between units, they have the ability to get through the site, not being blocked off while suspected criminals run through dead-end streets over to the next dead-end street and provided--

Those developments did not provide for those opportunities.

Q. What was the effect of these, as you said, dead-end streets in terms of providing public transit?

A. Public transit, the Port Authority would not come into the sites. The streets were not wide enough. The Port Authority had no place to turn around, meaning they don't back up and turn around. They need literally a loop or a major parking lot to be able to continue the bus in a circle

without backing up.

Q. What kind of crime was being experienced generally at these types of public housing sites?

A. High crime rates both in vandalism, shootings, drug trafficking, gangs, a variety of social problems with that high unemployment. Basically the model was placing the poorest of the poor in the corner.

Q. Was there an impact on surrounding neighborhoods?

A. Yes. It has a negative effect obviously on property owners and a negative effect on tax base in a municipality and the crime bled over into these surrounding neighborhoods.

Q. And was there an effect in terms of occupancy rates?

A. Very high vacancy, peaks and valleys, in our public housing. You would go through a period where you would have several shootings in a development and occupancy would fall off the radar screen.

Q. When you say fall off the radar screen, give me an example of the percentage with a hundred percent being highest.

A. Well, typically we'd be floating in the high 80s and then you would drop below 50 percent occupancy after that. So then you would build back up and then another incident would occur and the tenant population would leave.

Even the poorest of the poor chose to live elsewhere.

Q. So we had talked about a milestone date, 1993, when Congress and HUD began to address the public housing problems?

A. Correct.

Q. Why don't you explain what Congress did and what happened.

A. Congress appointed a commission to study the problems in public housing and to identify an opportunity to change the face of public housing. Through that a program was developed called the Hope VI Program, and Hope VI in some cases morphed into a mixed financing development, as is the case of the Groveton Village.

But through this we established partnerships with both other forms of government, meaning local government, county government, state government, and also brought in public or private enterprises into the mix.

Q. Well, let me clarify. So Congress passed a law that was going to set new standards?

A. Yes, primarily through QHRA.

Q. What is QHRA?

A. Quality Housing Redevelopment Act. I could be off on a couple of those acronyms.

Q. Fortunately we have Ms. Turbov here to testify subsequent to this. But in any event HUD adapted new

standards?

A. Correct.

Q. So from your point of view, as somebody in Allegheny County Housing Authority, did the rules of the game change from the late '80s to the mid '90s?

A. The rules dramatically changed.

Q. Again, from your perspective and Allegheny County running these high crime, high occupancy, or high vacancy units, how did they change in terms of if you wanted to address problems?

A. Prior to that the authority was not allowed to do anything different than basically fix what was there, meaning you couldn't change the unit size, couldn't make a bedroom, couldn't add more bedrooms to a unit, you couldn't take bedrooms away.

Q. This was by virtue of HUD regulations?

A. By HUD regulations. Tearing down a unit was practically impossible because of one for one replacement, meaning that you had to build the unit first prior to tearing down. That was part of the regulations.

So that was really what we were able to do. We weren't able to change a lot of the density problems. We weren't able to improve services to the community, meaning bus transportation, and stop the isolation.

Q. So when the rules changed what were the new

standards that were put in place of terms of what HUD was now demanding?

A. The new standards revolved primarily around the concept of new urbanism and getting back to open spaces and getting the sight lines opened up, defensible space.

Q. Well, let's talk about that. You had listed a number of factors that had become problems in the 1970s and 1980s. Let's go through some of those. How did HUD change its position in respect to defensible space?

A. Well, it was required primarily to be funded for an application for assistance you had to demonstrate your ability to change the face of the community and with that the model of providing defensible space, providing public transportation, doing community-supported services for the residents, leveraging your resources, tying into other parts of the neighborhood, not just isolating the community.

Q. Did HUD have a change in terms of ownership of these facilities?

A. At that point also HUD issued the opinion that private enterprise was allowed to own all the housing.

Q. What was the significance of that?

A. Major, major change that changed our, again, another major face changing of what public housing would look like.

Q. Before, again, in the 1980s, the Allegheny County

Housing Authority would actually own these barracks?

A. Correct.

Q. And the Allegheny County Housing Authority would place tenants in these barracks?

A. Correct. The housing authority was accountable to HUD only, and nobody will dispute that HUD has been a bad watchdog of its assets.

Q. So HUD then changes the philosophy and changes the requirement in the mid 1990s. How does it change this in terms of the concept of who is going to own these units?

A. Now the units will be owned by private enterprise, partnerships of both investors/developers, and then accountable not to HUD as much anymore, you're accountable to your investor, you're accountable to Pennsylvania Housing Finance Agency, which is ultimately through the IRS.

Q. Now, would this be in the form of a limited partnership typically?

A. Yes.

Q. Previous, in the 1980s, for instance, Allegheny County Housing Authority would own these units 100 percent. Is that fair to say?

A. Own, manage, control.

Q. What percent, after the mid 1990s that we're talking about, what percent of ownership involved private

ownership?

A. The authority has closed roughly 18 of these mixed financing deals. When I say 18 deals, some, as an example, at Ohioview there was two phases. So we crossed our sites -- one, two, three, four, five -- roughly I'm going to say ten sites.

Q. Generally, just as a ballpark number, what percent of these projects now are owned by private developers?

A. Twenty-five percent of our stock.

Q. That's your stock. Within the 25 percent that now has been transformed, in that, what percentage of the development is--

A. Oh, that same 25 percent. I'm sorry.

Q. Twenty-five percent--

A. Twenty-five percent of our stock has been converted to private ownership.

Q. Okay. All right. Now, let's just take one of those examples out, Ohioview or whatever. Is Ohioview now totally owned by private--

A. Yes, 100 percent owned by a limited partnership.

Q. So before it was 100 percent owned by the housing authority, now it's 100 percent owned private entity?

A. Yes.

Q. Now, how is Hope VI structured? In other words,

you identified the criteria. Could you give Judge Nemec just a view of what's the process? County housing authorities throughout the country were all trying to compete with a set number of dollars to do these types of major transformations. So how does that process work? Who gets the money, and how does HUD make a decision?

A. Through HUD they issue a notice of funding availability. Funding is made available. In this case it was roughly $500 million was made available nationwide. And it's a very competitive grant process where points are assigned to various aspects of your development, your development team, what you will be doing, what services you'll be providing.

To put together an application to be competitive you roughly spend over a hundred thousand dollars in costs of assembling different pieces of the puzzle to put together, meaning architectural fees, legal fees, consultants, you know, paying--

Q. Is HUD-- They described some specifics. For instance, you talked about ownership. Is HUD looking at who are the owners and their experience in terms of one aspect of this scoring grade?

A. When I speak of the development team, that's what HUD is looking at. One of the major scoring criterion that they'd be looking at is are you changing the face of public

housing, are you bringing in private enterprise, are you bringing in private management. And with that basically HUD is saying to the housing authority traditionally you've done a bad job and pretty much throughout the applications you're stating that you have done a bad job.

Q. So if you were to do this with Allegheny County Housing Authority remaining the owner you would get less points than if you brought in a private developer?

A. Correct. You would get so less points that you would--

Q. It wouldn't even be possible to get the grant?

A. No. It would be criminal to even consider that.

Q. In respect to the mix of tenants, was that a criteria that was established?

A. Yes. Ideally HUD is looking for a third low income, a third moderate, and third market rate.

Q. Now, just describe to Judge Nemec when you use those terms as a housing concept, what do you mean?

A. Yes. Everything that we do is somewhat based on income. In Western Pennsylvania -- these aren't exact numbers, but roughly -- the median income is roughly 44,000 for a family of three. So in public housing, by statute, we're allowed to serve families below 80 percent of median income. Primarily who we do serve are families below 30 percent, and in most cases it's below 10 percent of median

income.

So when you're putting together this development you're looking for families earning greater than, a third of those families earning a greater than 80 percent of median income and greater and then the band in between, meaning 30 to 60, and obviously the poorest of the poor, below 30 percent.

Q. What does that do in terms of the development when you introduce market rate participants and close to market rate participants?

A. You don't have the poorest of the poor jammed into a corner, and you don't have everybody just, to be direct, you don't have a lot of unemployment, you don't have a lot of late night partying. You change the social, primarily the social makeup of the community.

And through that you're also, once you get funded and whatnot, you change the occupancy requirements, that you have to have employment or in a job training program when you come back. It's not the poorest of the poor.

Q. Are there actually social service support aspects that are considered by HUD in these applications?

A. The Hope VI grant leads to that. It just is not bricks and sticks that you're replacing. You're providing community and supportive services. You're interlinking and getting services on-site and providing additional public

services, meaning transportation and coordinating better with police and fire.

So that literally when you design one of these developments we sit down with the fire department and find out what does it take really to move your traffic through here. Yeah, your regulations say this. But what does it really take, what do you really want, and what do you need to improve.

Q. Their concerns, for instance, would be what, with a cul-de-sac? Are they commenting on things like that?

A. The cul-de-sac would be one of the primary things that they would want eliminated both from a fire safety but also from the police protection side so they can get through the development. There is alleys and sight lines. So it's a deeper interaction and deeper buy-in from the community on a mixed financing in a Hope VI process.

Q. What about the design of the facility? What is HUD looking for in terms of the--

A. HUD is looking for that we do sort of eliminate, primarily in the Hope VI, that you have to eliminate these large blocks of housing, long streets that go into dead ends. You're removing the isolation. You're mixing the population of families, meaning a third, a third, and a third, across the income bands.

Q. So you want to basically make this like just

another neighborhood?

A. Another subdivision, another neighborhood that is new, a new development.

Q. Is there a concept of economic integration that HUD looks at?

A. As part of this mixed income that is the key part. Economic integration is coming from a variety of different points. One is the social of the families living there. But then there's also the economic integration of the different funding sources that we bring together. Private investors investing their money into affordable housing in a variety of different public housing never happened before.

Q. In terms of design, is there any consideration of Americans With Disabilities Act matters?

A. The Americans With Disabilities Act is primarily what we determine as the 504 regulations. There's similar regulations, slight nuance of differences.

Q. But they're HUD regulations addressing--

A. Right, addressing the ADA for the general term as everybody understands the Americans With Disabilities Act. So you have to make sure that units are visible, that there's space available on the first floor, that when you roll in with a wheelchair that the bathrooms are actually visible and accessible.

What we mean by visible is a term of art, really, in this world, that you can actually get out of the wheelchair and use the bathroom. It doesn't have to have a full turning radius that the ADA act requires, but you have the ability to get in there, get out of the wheelchair, use the restroom on the first floor.

Some of the other visibilities are, you know, you don't have a step. In Western Pennsylvania it's very common for that. Everything has a stoop to go from the front porch and then another stoop to go through the front door. Elimination of that. Making sure that there's curb cuts. If you do have to have steps, that there is another entrance to get in that is available.

Q. What about the outside? Is a steep slope an issue with HUD in terms of these applications?

A. Yes. You want to eliminate steep slopes where from a 504 handicapped accessibility standpoint that you can get to a unit, you're not placing units in the development on steep grades and on concaves in the site. It's accessible to everybody, meaning if I'm wheelchair bound I can go to my neighbor's unit next door without climbing a set of steps, that there are accessibility routes.

Q. Now, one other aspect of the new urbanism that I wanted to ask you about. You had mentioned this, and I believe-- I don't know if you referred to front porches.

But if you could just address -- when you're talking about new urbanism -- how does that relate in terms of proximity to the street and front porches and proximity to other neighborhood houses?

A. As part of realigning and redefining a new development you want the community to be integrated, meaning that the front porch actually faces the front street. In public housing we would typically having it facing other public housing, literally in a courtyard and all the units facing each other.

In the new models you face everything towards the street, you don't face it towards another unit. You have a front porch so that families can interact with each other, not just a stoop out there. Places that they have out in the front of their yard is their defensible space, meaning they can plant flowers, in the back they can plant a garden, you know, not just use big open common areas that are paved over with blacktop.

Q. In terms of the street reconfiguration, we talked about fire trucks and police vehicles go in and, therefore, not liking cul-de-sacs. Was that an issue also with bus service?

A. Yes. The Port Authority has a policy that they do not back up, for safety reasons obviously. So you either have to have a direct through route, meaning the streets

connect and work through, or you have to provide a large enough space that they can turn around.

Q. And is that a goal, to have bus service at these facilities?

A. Well, to eliminate the economic barriers, yes, you must have bus service. To be competitive in an application you must have bus service.

Q. So that would require a reconfiguration of the streets in most cases?

A. Yes, because the streets were built at a time when bus service wasn't at play. The streets were typically 35 feet wide as opposed to today's standard of 50 foot as required by zoning regulations.

Q. Let me ask you this. When you go back historically you indicated the Department of Defense owned some of these units. Was there a relationship with worker housing and--

A. Both Groveton and Ohioview were war worker housing that was either built by the War Department or the Department of Defense for workers down at the factories either in Dravo's plant on Neville Island or below in Robinson Township, there along the Ohio River with tanks, barges, ships, a variety of different things.

Q. They were actually built as temporary housing back in the 1940s?

A. Yes, to support the war effort.

Q. And so this temporary housing is still being used in the early 1990s?

A. Early to late '90s, yes.

Q. You had talked about HUD undergoing some sort of transformation in how it approached public housing. Did that transformation relate to other state agencies? In particular, I'd like you to address the Pennsylvania Housing Finance Agency.

A. The Pennsylvania Housing Finance Agency, through the Tax Reform Act of '86, became the gatekeeper of what they call federal low income housing tax credit. As part of that that brought in the private equity, private enterprise, into investing into affordable housing.

What HUD was looking for was the small amount of dollars that they were giving us we would leverage and bring in tax credit into the development, bring in the private equity. So that in the case of Ohioview we had to leverage three times the federal dollars into the deal to even meet the minimum scoring criteria to be considered.

Q. So the way to attract private developers with affordable housing where there's going to be stricter limits on the rent you can charge, obviously, the way to attract private developers, among other things, is to offer tax credits?

A. Correct. The tax credit program is basically the investor receives a tax credit over a ten-year period based on the amount of money that they invest into the development.

Q. Are there criteria that are established through the various state authorities; in this case specifically, Pennsylvania Housing Finance Agency?

A. Through Pennsylvania Housing Finance Agency they limit, meaning they morphed and mimicked some of the same new urbanism criteria that HUD has embraced. It's a national change. So it's not necessarily even the Pennsylvania Housing Finance Agency. All the housing financing agencies across the United States have embraced these changes of new urbanism.

The scoring criteria are similar that you have to have accessibility, you have to have design changes, you have to have public transportation, you have to have social services on-site. So to be competitive you have to change, again, the face of public housing, but you have to create a new development.

Q. I'm going to ask you one more just technical issue because it will become relevant for this proceeding. Now, we talked about Hope VI, and that's actually grant money; correct?

A. Correct.

Q. And we talked about Pennsylvania Housing Finance Agency and the criteria to get tax credits.

A. Yes.

Q. Now, even if you didn't get the Hope VI financing and you just wanted to knock down these facilities would you still have to meet certain criteria with HUD?

A. Yes.

Q. Explain that, please.

A. Well, the terminology is demolition and disposition process. To just go in and say that the housing is obsolete and the housing authority wants to abandon it and they just want to walk away from it and sell it to a private developer and not redo/provide public housing again, no, that is not an option. We would not be approved for that. We have to come up with a higher and better use for the property for replacement housing. So that's the demolition part.

And the disposition is the disposing of the assets, the physical property itself and the physical buildings. That's a process that you have to go through with HUD and through their special applications center.

You submit an application in the Hope VI part you're automatic, once you receive a Hope VI grant, you're automatically approved for demolition/disposition. Through a nonHope VI you have to submit a complete plan of what

you're going to do, why, how, and provide evidence to HUD that you're still meeting your mission of affordable housing.

Q. So whether or not a housing authority like Allegheny County Housing Authority wanted to proceed with improving a facility, they'd have to go through a Hope VI or if they wanted to dispose of it they'd still have to do the same thing?

A. Yes.

Q. Once the project team gets approved for Hope VI financing or for tax credits or some other process, do you have to deal with the municipality in any way?

A. Yes. The zoning regulations apply. We're not, as a federally funded agency or even if we were the federal government, we're not exempt from zoning regulations. So you have to meet the current zoning regulations, the current building standards that the municipality has.

Q. Groveton is in which municipality?

A. Robinson Township.

Q. And Ohioview is in what municipality?

A. Stowe Township.

Q. Now, let's take, for example, with Groveton, when you proceeded with Groveton, how did Robinson Township treat that project? Did they treat it as existing units, that you could keep the same size streets and as basically an

existing project improvement?

A. No. They considered it a new development. They required us to, one, determine ownership of the streets; also then comply with current street regulations, meaning that if the streets were 35 or less, now we had to have a 50-foot right-of-way for the streets.

The existing sewage lines, the municipal authority, new water lines, they were considering this a brand-new development. We had to subdivide the parcels to meet setback requirements, to meet the number of buildings on the lot, a variety of different zoning regulations and--

Q. And that includes sidewalks as well?

A. Yes. This Groveton Village was a strange site. For whatever reason, sidewalks were only on half the site on one side of the street, not on the other side. So they required sidewalks on both sides of the street.

Q. So you actually went to Robinson Township and they initially turned down the subdivision plan?

A. Yes. Robinson Township rejected, for a variety of reasons, our application to the point that we had to litigate the matter.

Q. Then what was the result of that litigation?

A. Basically the court ordered Robinson Township to comply with vacating the streets, to approving our subdivision plan.

Q. But you still fell under the new development criteria?

A. Yes. We are not exempt from their subdivision ordinance by any means or their building code enforcement.

Q. At this time I'd like to direct your attention to what has been marked as Exhibit 22 and ask if you can identify that, please.

A. Yes. It's the matter before or our application for subdivision and site development approval in Robinson Township.

Q. I'd like to direct your attention to page two of that exhibit, the first full paragraph. Is that Groveton Housing Partnership?

A. Yes.

Q. This just notes that it's demolishing 100 units, replacing these with 69 units on six newly graded subdivision lots. Was that accurate?

A. Yes.

Q. And that the proposed cost was between $10 and $12 million. Is that accurate?

A. Correct.

Q. Then they note in the fourth paragraph down, Groveton Housing Project made a voluntary decision to propose demolition of the existing project, to subdivide the existing parcel into six lots, and build 76 new units. As a

result of that decision, they must now comply with the various subdivision site plan and land development ordinances of Robinson Township.

A. Correct.

Q. In fact, that was the resolution with the courts in terms of your need to comply?

A. Correct.

Q. Did the new or did the requirements of Robinson as they related to new development impact the configuration of the streets in any way?

A. Correct. At that point we had to move from a 35-foot street to a 50-foot wide right-of-way street.

Q. So you really had no option to keep the street at 35 feet?

A. No. We had to provide sidewalks on both sides of the streets. We had to meet setback requirements from both Route 51 also.

Q. Now, this has been characterized as a voluntary decision. But given what your testimony was concerning HUD and Pennsylvania Housing Finance Agency, could you have done a rehabilitation effort in your view keeping the streets, keeping the barracks?

A. We would not have been approved for all intents and purposes. HUD would have not approved spending that level of money and basically placing abandoned on the

problem both from a social problem and from a construction problem.

It would have not been competitive, and Pennsylvania Housing Finance from a tax credit and even a private developer would not have joined our team to assist in this.

Q. Had there been a determination that Groveton Housing was obsolete?

A. Yes, through two Hope VI applications the housing authority and the engineers certified that the property was obsolete, meaning there was a variety of different problems with it, the physical structures, termites to asbestos, to size of the unit, the infrastructure itself, the water and sewage was obsolete.

Q. Now, in respect to the Ohioview project did you have similar dealings with Stowe Township in terms of treating this subdivision development?

A. Correct. Stowe Township falls within the Allegheny County Planning Department. Stowe Township is not as sophisticated a municipality. So they relied on the Allegheny County Planning Department to assist in that.

Q. But you still have the development agreements and all this sort of-- Would it be fair to say that both these projects needed to proceed with the same types of development agreements and infrastructure descriptions that

you would have to do in any type of new development?

A. Yes. They're considered new development. You have to meet the new zoning regulations. You have to change the street widths and elimination of some aspects. The county required also the elimination of cul-de-sacs that were there and even, you know, there was some other property that was associated with Ohioview at the end of the development on Jefferson Drive that the municipality and the county suggested that the authority acquire so that we eliminated these dead-end streets.

Q. Had the Allegheny County Housing Authority tried rehab in the 1980s or so in terms of these old units?

A. Yes. The authority-- Yeah, I should be more clear.

Q. They were undergoing rehabilitation. And describe what happened.

A. Through the late '80s we designed, and through the '90s, finished up in the early '90s, rehabilitation of two sites or actually three sites, the Burns site in Duquesne, Hawkins Village in Rankin Borough, and Hayes Manor in McKees Rocks, where the only thing that HUD would let us do was reduce some density and rehab the existing units. We weren't allowed to change--

Q. Describe what that meant. When you say rehabilitate existing units, what was involved?

A. At Hayes Manor in lower McKees Rocks, it's a three-story walk-up building and everybody used the common entrance. So all we did was paint and clean, change out some of the plumbing and sewage lines, new kitchens, drywall, bringing it up to code within those four walls basically. But we could not add a bathroom, change the bedroom count. So in these three developments they were pretty much a social failure.

Q. What was the effect? How much money did the housing authority spend on this project?

A. Four million each on those developments and we did not change the social makeup. I think we have new bricks in some places, new windows.

Q. Still have the high crime?

A. Still have the high crime problem.

Q. Still have the occupancy problems?

A. Occupancy problems even to the point of Burns Heights in Duquesne we're boarding up units left and right. There's still gun violence going on. We have dead-end streets, cul-de-sacs. It's a completely isolated site.

MS. SESTAK: Objection, Your Honor. I believe I've been very patient. But I fail to see the relevance of any of the testimony that's been presented thus far on the necessity for decent housing for poor people, which is essentially what's being testified to. I'm not certain what

relevance this has to the matter before the judge.

JUDGE NEMEC: Okay.

MR. LEVINE: Your Honor, I think it's to whether this is new development. Under HUD requirements there was a mandate to change the ownership nature, there was a mandate now to change the tenant mix here, there's a mandate to change the design, that it was impossible to just go ahead and offer simply a rehabilitation.

JUDGE NEMEC: Well, I think you've made the point from this witness that this was a change in the way business was conducted in public housing, and I don't think that Duquesne disputes that you tore down the old units and built new ones.

But when you start talking about other areas of the city and comparing policy, talking about policy issues at this length, I'm a little concerned with the size of the record that we're building.

MR. LEVINE: I can move on. I was going to move right to the photographs of these two sites.

JUDGE NEMEC: All right. Go ahead.

MR. LEVINE: Your Honor, we have these exhibits in the packet. Exhibit 5 shows the Ohioview site. We also had some on the screen. We have the same photographs essentially. So if you'd like, we can do that with the screen if that's easier or--

JUDGE NEMEC: I can look at them here?

MR. LEVINE: Yes.

JUDGE NEMEC: Fine.

BY MR. LEVINE:

Q. So let's just go through 5A. Mr. MacFann, you said you were familiar with Ohioview prior to this new development?

A. Yes.

Q. Can you just go through and just describe what we're looking at on 5A?

A. What you're seeing here is the typical look of where you have just a front stoop on a unit, there's all the units are facing each other, and there's no defined parking area for any family, no defensible space.

Q. It's the same with 5B?

A. Correct.

Q. 5C?

A. Correct. You're also seeing where we had to make this configuration to deal with the accessibility routes.

Q. 5D?

A. Yes, another plight of all of this.

Q. Were these the temporary worker barracks that you had earlier talked about?

A. Yes.

Q. 5E?

A. Yes.

Q. 5F?

A. Yes, another example of everything facing each other.

Q. Then 5G?

A. 5G is looking into the start of Jefferson Drive.

Q. There's no sidewalks and--

A. No sidewalks on either side of the street and the guard shack up there, if you can see that in the bottom.

Q. 5H?

A. 5H, again, only sidewalk on one-half of the street.

Q. And 5G and 5H are a fair characterization of how Duquesne Light lines were right adjacent to the street?

A. Correct, yes.

Q. All right. Now I'd like to direct your attention to Exhibit 6 and ask if you could identify these photographs.

A. Six is the new development, Pleasant Ridge.

Q. So this is exactly the same site as what we just saw in Exhibit 5?

A. Yes, the same property, lot and block property, but completely new development.

Q. Were the streets reconfigured?

A. The streets were widened, sidewalks on both sides

of the street, new infrastructure all the way around, private parking spots for individuals, assigned parking. The site has home ownership on it, it's not just rental housing, it's a mix of incomes.

Q. So this was a Hope VI project?

A. Yes, this is a Hope VI project.

Q. How much money was spent on this project?

A. Greater than 40 million, roughly 45/50 million -- 20 million of Hope VI dollars and 30 million of roughly other sources, including private equity.

Q. 6B?

A. The rear part of the site where the auxiliary services are -- the trash collection, additional parking.

Q. This actually has market share residents in it?

A. Yes.

Q. That means they're paying the full market rate; right?

A. Market rate meaning somebody that's paying $600 a month living next to somebody that's paying the minimum rate of $25 or $50 a month.

Q. Now, there are actually 15 fee simple houses on this site?

A. Yeah, there's 15 fee simple home ownership units along Pleasant Drive.

Q. Then how many additional units?

A. Total of additional 183 of rental.

Q. So 15 fee simple?

A. Plus 183 rental.

Q. And within the 183 that has this mix of market share--

A. Market share, tax credit, and public housing.

Q. Who gets the Duquesne Light utility bill now? Does the housing authority get the Duquesne Light utility bill for this?

A. No. The individual households are now responsible for their electricity. That's also part of the major change to make the residents more accountable. So utilities are primarily in the tenant's name.

Q. So there are 200 and something units?

A. Yes.

Q. And they each get their own individual bill?

A. Right. At this site the tenants are responsible for all utilities except sewage.

Q. And that's a change from what existed previously?

A. Yes. Previously the authority paid all electric, water, sewage, and gas.

Q. Is it fair to say that many of the new residents in this area did not live in Ohioview previously?

A. Correct. From the previous tenant category there was roughly about a 10 percent return of previous tenants.

But they had to meet other criteria.

Q. After this was completed, though, the money was spent and this was transformed, 10 percent of the residents were the same as before?

A. Yes.

Q. Just going through the pictures again, 6C, is this common area or is--

A. Yes. This is the green space that we provided in the development. Another change in concept was that you actually provide green space and places for the children to play as opposed to house on top of a house.

Q. We're going to hear from Ralph Falbo later in this proceeding. What was his role in Ohioview?

A. The Falbo-Pennrose team was selected as our developer to put together the financing package, put together the architectural team, the engineering team, and assist in or to do, not assist, but to do this major new construction.

Q. 6D then is additional photographs. Again, what time period existed to knock down the old barracks, to reconfigure the streets? In other words, from what period of time were there no people living on the site?

A. Approximately two years in both developments.

Q. During that two-year period did the development team have to deal with reconfiguring infrastructure in

general?

A. Yeah. At one point this site was completely barren, meaning dirt, just dirt left. Too bad we don't have some of the older pictures where you'd see a lot of the beautiful trees that had to be removed that lined the streets also.

Q. Because the streets had to be expanded?

A. Because the streets had to be expanded, different layout.

Q. 6E?

A. 6E is just a single-family unit, rental unit.

Q. This is a rental unit?

A. Yes.

Q. 6F?

A. 6F is our townhomes along Pleasant Drive.

Q. 6G?

A. Additional -- I can't think of the name of the street -- but on the top part of the site going up to the hill.

Q. 6H?

A. 6H is showing when you come into the site we created this new public park area and the bus stop is, there's both a bus stop on the way into the development and the way out of the development, which you're not seeing here.

Q. 6I?

A. 6I is the park on the top of the hill that overlooks the city of Pittsburgh.

Q. All right. I'd like to direct your attention to Exhibit 7.

JUDGE NEMEC: Before we go to seven, Exhibits 5 and 6 are dealing with Groveton. Is that correct?

MR. LEVINE: That's Ohioview.

JUDGE NEMEC: Ohioview? I missed that. Look at 5G, please, and tell me what the large building is in the back.

THE WITNESS: That's an elderly high-rise.

JUDGE NEMEC: Is that still there?

THE WITNESS: Yes. It's on the neighborhood, but it's on a different site.

JUDGE NEMEC: Okay.

MR. LEVINE: It's on a separate lot and block.

JUDGE NEMEC: Okay. That's fine. Go on.

BY MR. LEVINE:

Q. Let's go through now the before and after pictures at Groveton. So let's go through those.

A. Here you're seeing typical--

Q. This is Exhibit 7?

A. Yeah, typical Groveton Village units.

Q. 7B?

A. That's the Village Drive going into the

development coming off of, after Court Place, coming off of 51.

Q. That shows the configuration of how the Duquesne Light lines--

A. Yeah. The utilities are right next to the street.

Q. Did the street have to be altered?

A. Yeah. The street had to be widened to meet current zoning with the municipality.

Q. Exhibit 7C?

A. Same thing. It's the back side of the unit facing the back side of another unit that you're not seeing here.

Q. Exhibit 7D?

A. 7D, Court Place, one of the streets that had to be abandoned.

Q. These are actually the fronts of the buildings?

A. Yes.

Q. 7E?

A. 7E is showing the playground off of Court Place, and in the background there on the right side is the community building.

Q. 7F?

A. 7F is another typical unit along Village Drive.

Q. 7G?

A. 76 are occupied units along Village Drive.

Q. Now I'd like to direct your attention to Exhibit 8. Are these photographs of Groveton in its current state?

A. Yes. These are the new photographs of Groveton Village duplex development.

Q. Let's just go through these, and then I have some questions about Groveton. So, first of all, let me just ask you generally, what's the mix in terms of the rentals?

A. At Groveton Village there's 69 units of public housing and various income tiers, meaning we have income bands as part of our tax credit application, that we have families below 60 percent of median income, below 50 percent, below 40 percent, and we have units between the band of 60 and 80 that don't have tax credits on them.

Q. So can we tell by looking at these homes whether or not this is something with the lower band or higher band?

A. No. That's a very good point. Under this new concept you don't identify a unit as either being public housing or tax credit. They're flowing units as part of what we call regulatory and operating agreement that the units flow. They're not identifiable today as a market rate unit. Family moves out and based on something else that happened at the development that now may become a subsidized unit.

Q. Okay. 8B?

A. Similar.

Q. 8C?

A. This is off of the new street, Groveton Drive, looking from the end of Groveton Drive down towards Village Drive.

Q. 8D?

A. Similar unit on Groveton Drive.

Q. 8E?

A. The two end units at the end of Groveton.

Q. What are we looking at in the front of 8E?

A. You're seeing new transformers, underground utilities, underground cable, telephone lines. You're seeing the boxes for those.

Q. So it's not just the electric that was underground, cable?

A. Cable, telephone, gas. Well, gas has always been.

Q. 8F?

A. 8F is the front of the units on Village Drive.

Q. 8G?

A. 8G is a handicapped accessible unit on Village Drive.

Q. Are we looking at the home to the rear on Photograph 8G?

A. That's a current neighborhood unit.

Q. So, again, this is the idea of fitting in with the neighborhood and integrated with the neighborhood?

A. Yes.

Q. 8H?

A. 8H, similar development.

Q. 8I?

A. Another example of town house units on Village Drive.

Q. And 8J?

A. Additional units on Village Drive.

Q. There's now a bus that runs through Groveton now?

A. There's a bus stop, full bus line service.

Q. Now, for both these projects the development filed subdivision plans. Is that correct?

A. Correct, with the corresponding municipality.

Q. I'd like to direct your attention to P17.

MS. SESTAK: I'm sorry. What did you say?

MR. LEVINE: 17.

BY MR. LEVINE:

Q. Can you identify this?

A. It's a subdivision plot for the new Groveton Village.

Q. There are a number of lots. Do you know how many lots? Six lots I believe.

A. I believe there's six lots, yes.

Q. So this subdivision plan shows six separate lots within this plan?

A. Right, separate tax ID parcels.

Q. When we're talking about taxes, you had mentioned I believe Ohioview had the 15 fee simple homes?

A. Yes.

Q. Did those residents actually pay their own separate county real estate tax?

A. Correct.

Q. School taxes?

A. Yes.

Q. Now, in respect to Ohioview, I direct your attention to Exhibit P14. Is this the Ohioview subdivision plan?

A. The Pleasant Ridge.

Q. You actually had a name change?

A. Yes, we changed the name.

Q. So Pleasant Ridge. And this was actually recorded in October of 2004?

A. Correct, yes.

Q. Just so we have a date actually on the Groveton, Groveton is dated November of 2000. Is that correct?

A. Yes, in the center there, yes.

Q. So both of these were new subdivision plans in post 2000?

A. Yes, right.

Q. So this subdivision plan for Ohioview which we have marked as Exhibit 14 sets out a number of lots. And do you know how many lots offhand are on there?

A. There's a variety of different lots and parcels on Ohioview.

Q. It clearly exceeds five. Is that a fair statement?

A. Yes, it clearly exceeds five.

Q. Each of the 15 fee simple homes have their own lot?

A. Right, there's 15 lots there.

Q. Then within the development there are other lots, more than one lot for the apartment areas?

A. Correct.

Q. Now, I want to compare the street configurations of the two. I'm going to direct your attention to P19.

A. Okay.

Q. I'm sorry. Let's go to Exhibit 10. I'm going to direct your attention to Exhibits 10 and 11. One has been highlighted by us. Exhibit 10 shows what, Mr. MacFann?

A. Exhibit 10 is the previous street layout at Ohioview Acres.

Q. Exhibit 11 then is the highlighted version of that same exhibit; correct?

A. Correct.

Q. What is highlighted in the yellow?

A. The old street pattern, meaning Jefferson Drive, Potomac, and Denver, the cul-de-sacs, the dead-end streets.

Q. The utilities were right on the front, I mean right along the street?

A. Primarily run right along the streets.

Q. Now I'd like to direct your attention to Exhibit 13.

MR. LEVINE: Exhibit 13 we have an A and a B, Your Honor.

BY MR. LEVINE:

Q. Is this the new configuration of the site?

A. Yes.

Q. Let's look at Exhibit 13B. We've highlighted in yellow the streets?

A. Correct, the new street pattern.

Q. So we don't have these two super blocks, very lengthy blocks, and the cul-de-sacs?

A. Interconnecting streets, alleyways, the loop system.

Q. What is depicted in green? Is that the location of the Duquesne Light--

A. The underground distribution of the utilities.

Q. Now for Groveton, P19, can you identify that,

please?

A. The old Groveton Village development survey one and two.

Q. How was the street configuration there?

A. Similar--

Q. Just characterize it.

A. School Street and Court Place were dead-end streets, meaning literally, no cul-de-sac at the end of them, just stopped.

Q. Then compare that to Exhibit 17. Is that the new plan?

A. Seventeen is the new subdivision plot where elimination of the flat dead ends and the true cul-de-sac as the term radiuses. Additional acquisition of property was required for this.

Q. Now, looking at the far left of the second page of Exhibit 17 there's a Hayes Street and then a Village Drive. Do they connect?

A. You mean Lewis? It's Hayes and Lewis. Groveton Drive and Lewis Avenue do not connect as per the requirement of Robinson Township.

Q. So under the HUD standards you wanted to make a connection but Robinson Township would not allow that particular change?

A. Yes.

Q. Did Robinson Township also require a cul-de-sac?

A. Yes. That was part of our litigation under Judge James.

Q. Now, in terms of the change, were the streets reconfigured and in what way?

A. The elimination of School Street, Court Place was eliminated, and the shifting and widening of Village Drive.

Q. Thank you. We'll go through that in a little more detail with Mr. Gallagher. Just as a technical point, we talked about Ohioview being a Hope VI project. With Groveton did the county, through a development team, actually apply for Hope VI financing?

A. The authority applied twice for Hope VI grants at Groveton Village and were denied.

Q. Did that relate in any way, in your view, to some of the adjustments required by Robinson Township?

A. No, that was just--

Q. Just because it's a competitive program?

A. Competitive program.

Q. Okay. Now, once that got denied, though, you obviously proceeded with a significant amount of construction.

A. Correct. We had spent roughly three years between those two grant funding rounds of working with residents, community groups, the municipality, both from a

state and county level and local level.

Q. So how did the county proceed on Groveton?

A. We basically went forward with the plan that we had presented through the Hope VI program.

Q. Where did the county's share of the money come from?

A. Through what they call the Capital Fund Comprehensive Grant Program.

Q. How much money did the county commit to?

A. The county committed roughly 6 million, its entire capital fund allocation.

Q. The whole county, the entire capital fund for the whole county went to this one project?

A. Yes.

Q. Was this money leveraged then with tax credits?

A. We leveraged it through private investments actually.

Q. How much money was spent?

MS. SESTAK: Objection, Your Honor. Again, I fail to see the relevance of any of this testimony to the matter at hand. Certainly everybody knows that somebody paid for changes that were made on these sites. I don't know why it's necessary to go into excruciating detail of how much funding came from what entity.

MR. LEVINE: I can explain that, Your Honor, just a

simple point. Because to get the tax credits we had to meet the same criteria for the new urbanism, the new site development, the new design, the new ownership mix. To get the property-- Remember we talked about the disposition of property from HUD? We had to get the same approval.

So our position here is that the housing authority had no option but to proceed with new development under the HUD standards and under Pennsylvania Housing Finance. Again, I'm going to have that simple question and then be done with this witness.

MS. SESTAK: Your Honor, Duquesne Light is not disputing that the buildings put on these lots were new. If that's the only thing at issue, yes, there's new buildings and there's some new streets and there's some new lawns and there's some new trees. Duquesne Light Company is not disputing that.

MR. LEVINE: Then if we don't dispute there's some totally new ownership, totally new customers, new configuration, so in our view those are all the criteria that indicate it's a new development.

JUDGE NEMEC: That was the basis for my initial question as to what the facts were in dispute here. I mean, I don't know how you dispute the fact that what was there is not there anymore and what's there now is new. I mean, we've spent an hour and a half talking about that, and I

don't think anybody can dispute that.

MR. LEVINE: But it's also that because I think that there is a term of art that Duquesne is suggesting that this was almost a voluntary decision as if it were a rehabilitation. I think it's very important for Your Honor to understand there was no option of rehabilitation in that traditional sense. You had to totally transform the entire site, the entire ownership makeup, the entire tenant and residential mix.

Again, we have Ms. Turbov here just to identify that it simply is not an option. And, again, Duquesne Light makes little of this. They say, okay, so you put up a new house as if this was just put up a new house.

This was total transformation which constitutes the same type of new development throughout this region that Duquesne Light would otherwise pay for infrastructure. It's exactly the same sort of level of development.

MS. SESTAK: Your Honor, Duquesne Light's only position is that whether it's new or old there was existing Duquesne Light Company infrastructure providing service to that real estate before the changes were made.

There's Duquesne Light Company infrastructure required to provide service after the service was or after the changes were made. There was no requirement for the company to extend its existing distribution lines simply to

reconfigure them to meet the developer's plan.

MR. LEVINE: I guess that's the essence of the issue, simply to reconfigure to meet the developer's plan. The developer was really required to come up with a total transformation of that site which would require these lines to be placed in different locations in a different situation, underground situation as well. This was a requirement that made it akin to new development.

Now, if they go out to a farm area and there might be a distribution line that goes out to a farm area and somebody buys that farm and has a development with a hundred units in that apartment, they're going to put in the infrastructure. They're not going to say, you know, we already have--

JUDGE NEMEC: That's something you can ask them about when they put on a witness, whether that's the case. That's your supposition at this point, isn't it?

MR. LEVINE: That's right.

JUDGE NEMEC: You're not a witness, and you can't testify to what Duquesne Light would do, can you?

MR. LEVINE: That's fair. We were just going to finish with this witness just on that note.

JUDGE NEMEC: Go ahead.

BY MR. LEVINE:

Q. I just wanted to make the one point. So even

with Groveton, although it wasn't Hope VI financing, to get the disposition from HUD and to get tax credits you had to meet the same type of criteria with design and total transformation and site ownership?

A. Yes.

MR. LEVINE: Thank you. I have no further questions.

JUDGE NEMEC: Cross?

MS. SESTAK: Very brief cross.

CROSS-EXAMINATION

BY MS. SESTAK:

Q. You mentioned that at Ohioview there was a point at which all of the structures had been leveled before new construction began. Is that correct?

A. Correct.

Q. Was the same true of Groveton?

A. Yes, except for there was a split in the phasing at Groveton. There were some units and families that were left on the back half of the site, I believe, while we redid the front half, which was a point of potential litigation of why that happened.

Q. But there were people continually occupying Groveton during the time of the new development?

A. In a phase there was at the back half of the site there was occupancy. Roughly 20 units were occupied out of the hundred.

MS. SESTAK: I have no further questions.

REDIRECT EXAMINATION

BY MR. LEVINE:

Q. Let me ask you this. Other than those 20 units, the lines were taken down so that the site could be developed?

A. The rest of the site was demolished.

Q. And then subsequent to that those 20 units were transformed as well?

A. Yes. And that site was demolished and the--

Q. Same procedure?

A. Yes.

Q. Simply the same process in place but phased over time?

A. Yes.

EXAMINATION

BY JUDGE NEMEC:

Q. I mean, to sum up, it's correct, is it not, that basically all the utility service, whether it be water, sewage, telephone, cable, electric, natural gas, it was in place with the old units, it was all removed and replaced with new?

A. Correct, sir.

Q. Who paid for that?

A. Through the development partnership.

Q. Was that public money, private money, a mix?

A. A mix.

Q. Now, in this particular case who paid the bill to Duquesne?

A. At Ohioview the Allegheny County Housing Authority lent money to Ohioview Infrastructure to pay for that. At Groveton it's a combination of different sources.

Q. My understanding of this proceeding -- and you correct me if I'm wrong -- but is your understanding of this proceeding, the current proceeding that we have here, the point of it is to get the Commission to order Duquesne Light to refund the cost of installing its facilities?

A. Yes, sir.

Q. Who would the refund go to?

A. The refund would go back to the partnership, meaning Groveton Housing Partnership and/or Ohioview Infrastructure.

Q. Okay. Who, in turn, would repay their loan to the housing authority?

A. That is an option that could happen.

JUDGE NEMEC: Any other questions for this witness?

(No response.)

JUDGE NEMEC: Thank you, sir. You're excused. Off the record.

(Discussion held off the record.)

(A recess was taken.)

JUDGE NEMEC: Go ahead.

MR. LEVINE: We'd like to next call Mindy Turbov.

JUDGE NEMEC: Good morning.

THE WITNESS: Hi.

JUDGE NEMEC: Raise your right hand, please.

Whereupon,

MINDY TURBOV,

having been duly sworn, testified as follows:

JUDGE NEMEC: You may proceed.

MR. LEVINE: Thank you, Your Honor.

VOIR DIRE

BY MR. LEVINE:

Q. State your name, please.

A. My name is Mindy Turbov.

Q. Where do you currently reside?

A. In Chicago, Illinois.

Q. And what is your educational background?

A. I have a bachelor's in urban planning from the University of Illinois, and I have a master's degree in public administration from Harvard Kennedy School of Government.

Q. What is your current employment?

A. I have my own consulting business. I advise cities, housing authorities, developers on urban

redevelopment issues, including large scale inner city redevelopment. I also teach at the University of Pennsylvania, and on occasion I am a codeveloper of some Hope VI projects.

MR. LEVINE: Your Honor, I direct everyone to Exhibit 24, which is Ms. Turbov's resume.

BY MR. LEVINE:

Q. Can you just briefly run through-- I see you started your professional employment with the Cleveland City Planning Commission. Just give us an overview of your career.

A. Sure. I've been working in housing and community development for almost getting on 30 years. I started as a city planner for the City of Cleveland, moved on to help and become the associate director of a very large nonprofit doing inner city redevelopment in Cleveland. I helped set up six or seven nonprofit organizations in the Cleveland Housing Network, which is an affordable housing project.

I joined the firm of McCormick Baron & Associates, which is one of the leading affordable housing and inner city redevelopment companies in the country, started their first offices. I was doing some consulting work for Shore Bank Advisory Services.

For three years I was the deputy commissioner of housing for the City of Chicago, and I also, after I went to

the Kennedy School, went to join the Clinton administration and worked for Secretary Cisneros at HUD.

Q. What was the time period that you were at HUD?

A. From '93 to '96, I'm sorry, yes, '93 to '96. Then I was special assistant to the chairman of the Federal Home Loan Bank which oversees the Federal Homeowners Bank.

Q. Then at the Federal Home Loan Bank you were the chairman?

A. Yes, I was appointed the chair of the Federal Home Loan Bank in Chicago. That's just part time. That's not a full-time position.

Q. In your current position then what's your involvement with affordable housing?

A. As I said, I consult to cities, housing authorities, developers, and I am a codeveloper of a Hope VI. I have applied for quite a few Hope VIs in partnership with developers.

Q. Have you published any articles in this area?

A. Yes. The Brookings Institution in 2004 and '05 asked me to write an article about the impact of Hope VI and this new form of mixed finance/mixed income housing on the surrounding neighborhood economies, housing market, the impact on the neighborhoods.

MR. LEVINE: Now, Your Honor, at this time I'd ask that the Commission recognize Mindy Turbov as an expert

witness in the area of housing and affordable housing.

JUDGE NEMEC: Objections?

MS. SESTAK: I have no objection. However, I would request an offer of proof as to what she would testify to.

JUDGE NEMEC: Okay.

MR. LEVINE: Thank you. Ms. Turbov will testify, focus on the HUD period that she was there at the time that this transformation took place in terms of the regulations and standards by which all projects are to be judged.

She's going to describe how those standards have changed, what the purpose of the change was, and then discuss how these two specific projects were changed in accordance with those standards and how there was really no other option because those facilities likely would have been demolished and abandoned and that the only option was to go ahead and have this complete transformation incorporating new urbanism concepts, having the grid street, the front porch, the whole makeup, and that's just her testimony.

MS. SESTAK: Your Honor, Duquesne Light Company is not disputing that the changes at HUD led to changes at Groveton and Ohioview. Frankly, Duquesne Light Company does not believe that it's relevant why the developments were modified, rehabilitated, taken down, and put back up again, or whatever terms are being used for it. I don't think it's relevant.

JUDGE NEMEC: In essence, you're willing to stipulate that there were changes in terms of the rules that applied to these particular developments that resulted in the old ones being torn down and the new ones being built?

MS. SESTAK: Your Honor, yes.

MR. LEVINE: There's also, if there's a stipulation that because of this transformation this necessitated the extension of the lines, I mean, that's the essence of the case.

JUDGE NEMEC: What does this witness know about extension of lines?

MR. LEVINE: Because if there has to be--

JUDGE NEMEC: No, no, no. What does this witness know about extension of any kind of lines for these two projects?

MR. LEVINE: She knows that the existing overhead lines in the streets with the front porch would have affected the scoring from HUD and that there could have been no money committed, that, in other words--

JUDGE NEMEC: So are we going to have a dispute over what extension of lines means?

MR. LEVINE: Yes, I think that, I mean, I think that's--

JUDGE NEMEC: Okay. Now, what does this witness know about extension of distribution lines?

MR. LEVINE: The lines had to be removed, in our view,

because there had to be a total transformation of the site.

JUDGE NEMEC: They went from overhead to underground -- I understand that -- and they were relocated, yes.

MR. LEVINE: Well, relocated because the streets were relocated and there was an entire transformation of the site.

JUDGE NEMEC: I understand that.

MR. LEVINE: Duquesne Light is making-- Because here's the distinction. Duquesne Light's position is essentially, look, if an existing owner chooses to do some sort of rehabilitation and sort of voluntarily agrees to make a change here and put something underground that's lateral, and there's provisions in the tariff if you have a lateral and you want to put it underground.

We're saying this was a total transformation of the project ownership, et cetera -- we've made that position -- and that this is not simply sort of a casual choice that the Allegheny County Commission changed. You changed the entire mix of this project. You had to remove the lines. You had to move the streets.

That was not a mere relocation of lines. This is you have to have lines serving this area. If this project were to go right next door, there was a field, and you had the same sort of lines around there, it went right next door, in our view they would pay for this. They would pay for the--

JUDGE NEMEC: So you are testifying again?

MR. LEVINE: Well, you're asking for an offer of proof, and I'm saying this is what our testimony would be.

JUDGE NEMEC: What does this witness know about extension of lines?

MR. LEVINE: This witness knows that you had to remove the existing lines as part of this project, and that's a significant factor because if you remove the lines and you have to start from scratch and start at the very beginning with and create -- I want to say a greenfield site but more likely a brownfield site -- if HUD is essentially requiring that to proceed with these projects you have to create a greenfield site and then we come in and say we want to be treated like every other greenfield site just like Duquesne Light would treat other greenfield sites because we are required to do--

JUDGE NEMEC: Again, I don't want to interrupt you, but you're basically stating Duquesne Light's position but it's from your point of view. I'm going to permit you to go ahead. But I want you to try and be brief.

MR. LEVINE: Yes, sir.

JUDGE NEMEC: My job is to allow you to create as full and complete a record as possible. But let's try and be brief. Okay?

MR. LEVINE: Thank you, Your Honor. Well, I would ask

that she be recognized as an expert in this area.

JUDGE NEMEC: Well, fine. You are hereby recognized as an expert in the area. But I still haven't heard anything about her expertise with regard to electrical utility line planning, constructing, you know, planning, designing, and constructing electrical utility line distribution systems.

MR. LEVINE: Okay.

JUDGE NEMEC: Do you have expertise in that area, ma'am?

THE WITNESS: I have expertise in designing and planning redevelopment strategies which--

JUDGE NEMEC: That's what I understand.

THE WITNESS: I'm not an engineer, if that's what you're asking.

JUDGE NEMEC: If you were, the next question would be whether you're a registered professional engineer in Pennsylvania.

THE WITNESS: No, I am not.

JUDGE NEMEC: Okay. Go ahead, sir.

MR. LEVINE: Thank you.

DIRECT EXAMINATION

BY MR. LEVINE:

Q. Let's go right to your HUD experience. You got involved at HUD in I believe you said 1993?

A. That's correct.

Q. Just can you describe what was taking place there as it relates to this development of Hope VI and what your role has been?

A. Okay. I'll be very brief. In 1993 Congress created the Hope VI Program. By 1995 we already recognized that the program was, '3 or '4, we already recognized by '94 that the program was stalled because it was just simply rehabing existing failed public housing. A number of mayors and housing authority directors came to us and said this is a problem.

I was asked by the chief of staff of Secretary Cisneros to go down to the Division of Public Housing and try to figure out how we could create a new kind of public housing that was mixed income, privately owned, privately managed, totally redesigned, and basically, as we said at HUD, end public housing as we know it.

At the same time, there was an incident in Chicago where a child threw another child out the window of public housing, and the secretary pretty much went ballistic and said that's the end, we're not going to have this concentrated poverty, and announced that he was intending to have housing authorities tear down over a hundred thousand units of public housing within the next five years.

So in combination with radically changing public

housing to a new form of private ownership and private holistic design, new economics, he also was pretty hot on getting rid of some of the most obsolete public housing that was determined to never be able to be fixed.

Q. Now, we heard from Mr. MacFann, and I don't want to be redundant here. But can you just quickly touch on these points -- the ownership issues, the mix of occupants, and then design issues. Let's start with ownership issues. What was the change?

A. Yeah. In 1994 the general counsel of HUD gave an opinion that private entities could own public housing, and the point behind that was that a public housing authority, which is basically a surrogate of HUD, I mean, housing authorities have no other sources of funds, that a housing authority couldn't use any kind of modern housing financing techniques; in particular, low income housing tax credits. You had to have a private entity involved and a private entity own and manage the properties.

By changing the ownership pattern, what happened was you would allow for leveraging to others, which meant increasing the number of dollars you would have for the property, but also bringing in a new set of investors and a new set of oversight, which HUD has never been good at overseeing housing authorities, and demand market standards.

They basically had Wall Street watching and

owning, frankly, and Wall Street owning public housing.

Q. Now, in this respect, introducing this private ownership and having Wall Street watch, how does that affect the design standards that now must be implemented in public housing?

A. Well, you know, I think it's sort of this whole change in public housing is kind of a Nixon going to China. It was the Democrats admitting that public housing failed and the designs had failed, the concentrations. So the new owners definitely did not want to own a rehabed public housing project, and new people would not want to move into one.

So at that time it was realizing that the super blocks and the isolation were the wrong way to go in terms of design. And at the same time this new urbanist movement was coming to the fore it was pretty much really, if you want to know what new urbanism is, it's building neighborhoods just like they used to be instead of these massive super blocks or barrack style housing.

Q. You had a chance to look at the photographs of Ohioview and Groveton?

A. The before?

Q. Before.

A. Yeah. It looks like a lot of terrible public housing throughout the country.

Q. So that it was consistent with the super blocks?

A. Barrack housing, temporary; right. Too extensive to rehab, that was the other point.

Q. So we talked about the ownership interest changed, the occupants changed. How did the occupants change or how should the occupants change?

A. Well, HUD preferenced having a mix of incomes, and the reason for that was really very simple. Aside from getting benefits of the low income housing tax credits, if you had a market rate renter and a market rate rental component in there, the project, the economics of the projects made them work in such a way to be very simple that if it wasn't managed in standards of people like you and I who have housing choices the economics would fall apart.

And there would be consequences unlike when it's owned by a housing authority. It's a hundred percent public housing, there are no consequences, and people with choices don't make choices to live there.

Q. Now, in terms of the design, were there standards that were imposed in terms of how the design should look in terms of the HUD requirements?

A. HUD pushed pretty hard for the housing authorities to, in its competitive processes, to select architects that were involved with Congress for New Urbanism or in their NOFAs, as you mentioned, their notices of

funding availability. They would recommend that you find a new urbanist style architect or an architect that was familiar with rebuilding in neighborhoods, yes.

HUD got to be, in fact, HUD coauthored a huge article about using new urbanism for Hope VI.

Q. In the case of Groveton and Ohioview, the existing configuration of the electric lines had been inconsistent with the types of new urbanism that would be advocated from the front porches close to streets?

A. You couldn't do it.

Q. Why do you say that?

A. Well, this may be backtracking a little. You couldn't have left the structures where they were because you would have never gotten the funding to do the work in the first place. If you had done the rehab, it just wouldn't have happened. You would have never gotten the money from HUD. The housing authority would have no other source of funding to fix it.

So it would have just remained a structure just like it is. So even if you popped a front porch, you know, that wouldn't qualify as just being new urbanism if it stayed with the exact same footprint and structures.

Q. So there had to be a transformation of the street pattern and the way that the utilities were placed, in essence?

A. Well, the street patterns most definitely had to change in almost, except for the small in-fill housing projects, public housing rehabilitation; for example, Mr. Falbo's development in Manchester, which is a city street, most of them were these large blocks that had to be reconfigured.

Again, for ingress and egress of emergency vehicles, for safety and creating larger units, these units were dysfunctional and they were obsolete. There was no more money to pour into them that was going to make them work.

Q. Now, you indicated that HUD imposed some sort of a scoring system. Can you describe that?

A. Every year the notice of-- The Hope VI Program was competitive. Housing authorities get a certain amount of money every year as of right by the size and scale of their developments. But the Hope VI Program was a highly competitive program and, frankly, one of the largest urban redevelopment programs in the history of the country.

It had a scoring system which every year changed slightly but provided preferences. You could lose a housing authority-- You could lose a $50 million grant for losing one point. I mean, it was extremely competitive. $50 million is a heck of a lot of money for any municipal form of government.

So the scoring system would include that the housing had to be obsolete, had to be in severe distress. The scoring points also, the scorers also provided that you had to have new designs, you had to reconfigure the streets, you had to fit into the surrounding neighborhoods, interconnect, what we call reweaving the fabric of the neighborhood.

You had to try to show that you would have a positive impact on the surrounding neighborhood, and, in fact, you had to show that you had existing, at the existing state, had a negative impact on the surrounding neighborhood.

So this program was not for a housing authority that had good property. This was not sort of your average better housing authority that said, oh, I want to just fix this development. This was absolutely to address the most fundamentally worst housing developments in the nation.

Q. And did the state agencies that issued the tax credits, did they have similar types of criteria when they evaluated whether or not to approve tax credits?

A. This really was a national transformation with the idea of taking public housing developments and completely uprooting them and redeveloping/rebuilding new mixed income developments. It really caught fire nationally.

As Mr. MacFann said, most state housing financing agencies began to preference lower scale development, not high-rise development; eyes on the street; front porches; new urbanism. It's pretty much the standard nationally now if you have a large tract of vacant land that that's how it would be built.

Q. Given your housing experience, do you understand the differences between rehabilitation and new development?

A. Yes.

Q. What does that mean to you?

A. Well, my understanding is when you rehabilitate something you leave a structure, its footprint. You may gut everything. You may reconfigure the interiors. But fundamentally the exterior of the structure remains.

Q. In your view were the Ohioview and Groveton developments new development or rehabilitation?

A. They were new development.

Q. In your view had the housing authority and its private partners in this case proposed anything short of that new development would they have been eligible for the money for the HUD scoring or for tax credits issued by the Pennsylvania Housing Financing Agency?

A. They would never have received the funding from HUD. I know of no Hope VIs that have been funded since 1995 that have been rehabs. There may be one or two. I don't

want to say unilaterally. But I know of none because, again, the secretary wanted to eliminate the worst public housing.

Q. Based on your understanding of the criteria as it related to super blocks, as grid streets, as front porch design, is it fair to say that had these partners not proposed a total transformation of those sites that they would not have been eligible in a very competitive Hope VI project?

A. They would not have been eligible.

Q. Is it fair to say that--

A. I mean, they would have not been competitive.

Q. They would have not been competitive.

A. Anybody is eligible to apply.

Q. Anybody can apply. But, in your view, anything short of what this new development was, both of these projects would not have passed muster or approval with HUD or the Pennsylvania Housing Financing Agency. Is that a fair statement?

A. I think that's a fair statement. I also think you wouldn't have found a private developer or equity investors who would have wanted to have been involved.

MR. LEVINE: Thank you. I have no further questions, Your Honor.

MS. SESTAK: I have no questions of this witness.

EXAMINATION

BY JUDGE NEMEC:

Q. We've had testimony already on demolition and disposition. How would that have been handled with these two sites?

A. With these two sites, in order to be approved for a demolition/disposition, the housing authority would have had to apply. If they did not have a Hope VI-- If they had a Hope VI it would be part of the application. If they did not have a Hope VI they could demolish, but they would have had to have had an approved disposition plan if they were intending to dispose of it.

Then part of that, as well as their spending of their capital grants, that would still have had to have been approved by HUD. While the $6 million in capital grants that they chose to spend still, while it was the housing authority's, it still had to be approved and HUD would not have approved them rehabing what was designated as an obsolete structure.

Q. Well, what if they simply wanted to tear down the buildings and either abandon the site or sell it to the highest bidder? How would they do that?

A. In some cases some housing authorities have been able to just demolish their property. Pittsburgh is a case in which this has happened. Frankly, all that has happened

is they've taken their absolutely worst public housing sites, torn them down, and nobody has bought anything. There's no value, and they've just lowered the number of units that they own and operate.

Pittsburgh is a city that did that in Brodhead Manor and another development that was up on a hill. I'm sorry. I don't remember.

Q. The Hill District?

A. Well, the Hill District is new construction.

MS. SESTAK: Schenley Park?

THE WITNESS: Well, there was Brodhead Manor, and then there's another one way up on a hill. It was the same kind of situation where there was no transportation.

MR. LEVINE: Northview Heights?

THE WITNESS: They determined that no one would ever live there. So it's all just gone vacant. That was fine with HUD in that case. It diminished the number of units in the inventory. So they're really left with zero occupants up there and just a vacant lot.

MR. LEVINE: Your Honor, actually, another exhibit it would be appropriate to raise, Exhibit 9, is the disposition letter dealing with Groveton. This was from HUD. It's dated September 25th, 2001. Then of note on page two, for instance, the second to the last paragraph, Groveton Village is an obsolete public housing site as to physical

conditions. In the past the 23 buildings have suffered structural problems and substantial deterioration.

So that would be relevant. Although it wasn't a Hope VI project, they had to get HUD approval for the disposition and then there had to be corollary approvals from the Pennsylvania Housing Finance Agency for the tax credits.

JUDGE NEMEC: Any more questions for this witness?

THE WITNESS: May I just point out that in this letter also it describes what the rebuilding would be. After demolition has been completed, they plan to dispose of the property. So HUD was, at the same time it was approving of a demolition, it was approving of a disposition strategy that said we're building new housing, et cetera.

JUDGE NEMEC: Okay. Anything further?

MR. LEVINE: No. Thank you.

JUDGE NEMEC: Thank you very much. Let's take a lunch break until 1:00.

(Whereupon, a lunch break was taken from 12:05 p.m. until 12:59 p.m.)

JUDGE NEMEC: You may proceed.

MR. MONTGOMERY: Thank you, Your Honor. We'd like to call Ralph Falbo as a witness.

JUDGE NEMEC: Please have a seat. Please raise your right hand.

Whereupon,

RALPH A. FALBO,

having been duly sworn, testified as follows:

JUDGE NEMEC: You may proceed.

MR. MONTGOMERY: Thank you.

DIRECT EXAMINATION

BY MR. MONTGOMERY:

Q. Mr. Falbo, could you explain to the Court your--

JUDGE NEMEC: Let's have his name and spelling of his last name, please.

BY MR. MONTGOMERY:

Q. Your full name and spelling?

A. It's Ralph A. Falbo. It's F, as in Frank, a-l, b, as in Bill, o, Falbo.

JUDGE NEMEC: Thank you.

BY MR. MONTGOMERY:

Q. Mr. Falbo, what is your current employment?

A. I'm the chairman and CEO of Ralph A. Falbo, Incorporated.

Q. Where is that located?

A. It's located at 100 Wood Street in Downtown, Pittsburgh.

Q. What kind of business venture is Ralph A. Falbo, Inc.?

A. We're real estate developers and financial servicers.

Q. Is Ralph A. Falbo also involved in the affordable housing industry?

A. Yes, we are.

Q. Can you explain the involvement with affordable housing.

A. Yes. We are involved heavily with many kinds of governmental programs in producing housing for low and moderate income people. That includes the Section 202 Program of HUD, that includes Hope VI of the feceral government, that includes low income housing tax credits of the state agency, and various and sundry other kinds of programs to help low income people to afford housing.

Q. And how long has Ralph A. Falbo been associated with affordable housing?

A. Since 1973, 40 years, almost 40 years.

Q. Mr. Falbo, we heard talk this morning about the use of private capital and tax credits as a means to fund Hope VI type projects for developments.

A. Yes.

Q. Can you explain how Pennrose-Falbo, with regard to Chioview and Groveton that's at issue here, how Pennrose-Falbo is involved in that regard?

A. Well, with all of these developments our expertise is to try to blend the various sources of financing in order to bring about the total development

cost.

So we sort of stay like a quarterback in the middle of that whole process and bring together the equity that comes in through the sale of low income housing tax credits, appealing to the state agency to have other soft loans that they can put in, appealing to the state government for any kind of funding they can put in, the Federal Home Loan Bank, the housing authority through the Hope VI Program.

So it's a very, it's somewhat of a patch quilt of financing for all of these kinds of deals in order to allow people to live at an affordable rate.

Q. Does Pennrose-Falbo itself act as an investor in any of the projects?

A. By virtue of the way the business works, we usually end up being the general partner in these developments but sell off most of the interest to the private investors who can use the benefits of the tax credits.

By law we stay in about a 1 percent ownership to continue to be the general partner of a limited partnership, which is the vehicle that's used usually as an entity to develop the properties.

Q. Now, that's true in this case, with Groveton and Ohioview?

A. Correct.

Q. Just mentioned Ohioview. Let's take the developments one at a time. I want you to explain Pennrose-Falbo's role in particular with regard to these developments. Groveton was first. So why don't you explain your involvement with Groveton.

A. Right. The housing authority asked us to get involved in Groveton, and we were looking to do a new development down in that area. As we understood it, they were intending to demolish that property and abandon it because it was obsolete.

So, therefore, we tried to combine our expertise with their resources in order to bring that piece of land back to life and in that process were successful in doing so. So we created a new development down there as a result of our relationship with the housing authority.

Q. Now, Mr. Falbo, we heard a term this morning and it was in an exhibit that was submitted to the Court, a term called disposition. Are you familiar with that term?

A. Yeah.

Q. With regard to Groveton, the exhibit that we addressed this morning was, I believe, Exhibit 9. Do you have an exhibit book in front of you, sir?

A. Yep.

Q. Sir, is this the disposition that was received

from HUD for the Groveton Village project?

A. Yes. This would have been the relationship the housing authority, I think, requesting permission to have a disposition of that property.

Q. And what did the disposition permission from HUD mean to you in the partnership?

A. As a partnership from a private enterprise standpoint this is an indication to us that this development is going to be demolished and disposed of and discontinued, which gives us an invitation. I mean, we would not entertain doing anything on this site as it was unless the housing authority had permission to have a disposition.

Q. Now, you were involved through Pennrose-Falbo with a number of redevelopment projects. Is that correct?

A. Yes, that's correct, as well as on our own without that.

Q. I know the Court doesn't want to hear about a lot of other projects. But just very briefly, if I may, are you familiar with the project in Manchester?

A. Yes.

Q. Now, did you receive a disposition from HUD for that project?

A. The city housing authority did. Excuse me. That did not-- The disposition of-- I'm sorry. Ask your question again.

Q. I'm sorry. Was a disposition received for the project ongoing in the Manchester section of the city of Pittsburgh?

A. They may have had a portion of a disposition for certain parcels within this in-fill project. In some cases they wouldn't. In some cases we would have stepped in and purchased the properties ourselves on an in-fill basis after we were selected as the developer.

Some of the parcels that were mixed in there they could have been -- and I'm not sure of this -- but they could have been parcels that the housing authority would have required permission to have a disposition on. So it was probably a mixed situation.

Q. But, to your knowledge, Manchester did not receive an overall disposition?

A. No. It wasn't applicable, no.

Q. In that Manchester what happened? Were there overhead electrical facilities?

A. Yes. In those cases we just continued to use them. We had an in-fill situation. We just, you know, disconnected the line during construction and then set up temporary power for the contractor. Then when the unit was done we just essentially reconnected the lines that were there. There was not an installation of new underground utilities throughout that neighborhood.

Q. Okay. Back to Groveton, you mentioned that you regarded the issuance of HUD's disposition as the end of the development that had been there?

A. Yes.

Q. Was that event important to you from the perspective of an equity investor and somebody organizing and coordinating the equity investment of the project?

A. Oh, we wouldn't have been interested otherwise, no.

Q. Can you expand on that? Why wouldn't you have been interested in that?

A. Well, you know, you don't want to spend your time in our industry in going after something that is not even going to be competitive. I think as the previous witness indicated, she said that, you know, things could be eligible but not competitive.

So you want to try to put your efforts forward where you think you're going to be successful. In neither of these cases did it offer anything that would have been successful as a competitive application.

Q. Would you have been interested in investing in a project of this size-- Let me ask you this. Do you know how many acres Groveton was?

A. No, I can't remember that.

Q. Was it multiple acres?

A. It's multiple acres.

Q. Involving--

A. Forty acres I think it was, 40.

Q. Would 40 acres sound correct to you; sir?

A. Oh, certainly, 40 acres is an enviable piece of property to go after with all other things being equal about the things that you look for.

Q. With a parcel of that size would you have been interested in investing if the existing utilities were required to remain on the site?

A. It would have been prohibitive to be interested from this standpoint. As you compete for a new development it's very important to put your best foot forward and to change the site to accommodate a better flow of traffic, more identity for each owner to have some sense of ownership to what they have, playgrounds, public safety, all of that sort of thing.

So that you are massaging the site, and, as a result of massaging that site, you're going to massage the utilities. So it would be almost impossible to go in and accept utilities that were there. You just couldn't do it.

Q. Are you familiar with what type of utilities were on Groveton at the point the disposition was issued for that property?

A. I'm not sure what might have been taken out. But

as far as I knew everything was still there -- water, sewer, electric. Everything was still in the ground, if that's what you mean.

Q. The electrics were overhead; right?

A. Yes, they were overhead.

Q. At some point the electrics were removed from Groveton, the overhead electrics?

A. Yeah.

Q. Do you know who paid to remove them?

A. Yeah, we paid to remove them. We paid, through the development budget we paid the contractor and the contractor paid to have the utilities removed. I don't know whether Duquesne Light did it themselves or there was some combination of effort there. But we paid to have them removed because they were of no benefit to us.

Q. Now, in this case you're aware that Groveton Housing Partnership L.P. is seeking the refund of the $117,000 deposit paid to Duquesne Light for the infrastructure?

A. Yes.

Q. Now, the amount that you paid to have the old infrastructure removed, is that a separate figure than the $117,000?

A. Yes.

Q. Now, part of the tariff here under Section 13.2

requires that with regard to a new residential development that the developer prepare the site and perform the excavating and then the backfilling for the underground residential distribution lines. Do you know with regard to Groveton whether the developer trenched the site, excavated the site, and then backfilled it?

A. Yeah. I think he even went further and provided the conduit for the electrical lines to go through. We happened to have a contractor who was very cooperative in trying to expedite activities on the site, and so he went the extra step and also did the conduit and then did the backfilling.

Q. Was that Mistick Construction?

A. Yes, Mistick Construction.

Q. Mistick Construction did the excavation and then the backfilling and paid for the conduits?

A. Yes, sir.

Q. The conduit, as far as you know, is not required to be paid by the developer?

A. No, that's our understanding.

Q. Now, you've talked about Groveton. Let's talk about Ohioview for a moment. Was a disposition received for that property? That's a Hope VI property.

A. I'm assuming that it was. I mean, we couldn't have done what we did if they didn't have that permission.

Q. Now, did you receive Hope VI approval?

A. On Ohioview? Yes.

Q. Yes. Now, is that a disposition from HUD?

A. It's inherent in that process.

Q. Oh, let me take you back for a minute just to submit to the record. I would like to ask you if you submitted an application to the Pennsylvania Housing Finance Agency for Groveton Village.

A. Yes.

Q. Is that something you did?

A. Yes.

MR. MONTGOMERY: Your Honor, that's an exhibit that we have we'd like to mark as Exhibit 26. It's bound separately. It's a voluminous document, but we'll provide two copies to the reporter and to Ms. Sestak as well.

(Whereupon, the document was marked as Complainant's Exhibit No. 26 for identification.)

BY MR. MONTGOMERY:

Q. Mr. Falbo, we've handed you a volume. Is this volume that's been handed to you and marked as Exhibit 26 the application that your partnership filed with the Pennsylvania Housing Finance Agency?

A. Yes.

Q. And it's about five inches thick. Does this application illustrate the sheer scope of the comprehensive

nature of the project?

A. It does.

Q. Let's jump back to Ohioview for a moment. Was there a point after you received the Hope VI approval that the overhead facilities from Ohioview were removed?

A. The overhead facilities for Ohioview were removed when we started construction.

Q. Yes. Who paid for the removal?

A. We paid for it. It's part of the development budget.

Q. You understand that in this action you are seeking a refund of money from Duquesne Light for the installation of the underground residential distribution lines?

A. That's right, the new lines; right.

Q. Now, to your understanding, is the amount you paid for the removal of the old overhead distribution lines part of that figure?

A. To the best my knowledge, it is separate.

Q. Mr. Falbo, I asked you about Groveton, about who did the excavation and backfilling. Can you tell the Court who did the excavation and backfilling for Ohioview?

A. It's the same. It's the contractor.

Q. Who put in the conduit for the new underground facilities?

A. I'm pretty sure the contractor. I'm not absolutely sure of that. I wasn't on the site when he did that, but my feeling is that he probably did that.

Q. I'll ask Mr. Gallagher about that?

A. Yes.

Q. Now, you were involved with the process with Robinson Township insofar as getting approvals for Groveton Village. Isn't that correct?

A. Yes.

Q. And do you recall a dispute with Groveton Village about, or not a dispute from Robinson Township, but a directive from the township about whether their subdivision ordinance would apply?

A. There were many disputes with Robinson Township. That was one of them. There was a lot of confusion about whether they owned the streets or whether the streets were already dedicated, and there was not a great deal of cooperation by the municipality in helping us to resolve that. That's why we had to end up in litigation, in which we prevailed.

Then ultimately what we finally did was we improved the streets to their specifications, widened the street from 35 feet to 50 feet, put in sidewalks, did everything the development agreement asked for, and then ultimately had the streets dedicated to them, which was a

lengthy process and one that I must say was not cooperatively met by the municipality.

Q. You filed a Hope VI application for Ohioview?

A. Yes.

Q. Now, we've marked that in our exhibit book as Exhibit 25. Do you have that in front of you, sir?

A. Yes.

Q. Can you identify what this bound volume is for the record?

A. This is the application submitted to the federal government in conjunction with the housing authority to secure the Hope VI Program for Ohioview Acres known as Pleasant Ridge.

Q. I'll ask you the same thing I asked you about Groveton. Does the scope of this application reflect the comprehensive nature of the project undertaken at Ohioview?

A. Yes, it does.

Q. Now, can you speak to the existing conditions at Groveton before the buildings were razed? I'm talking about the actual physical condition of the buildings at Groveton.

A. Yes.

Q. What do you recall about those buildings? If you need to, sir, I would direct you to Exhibit 5, or I'm sorry, Exhibit 7, which are a picture of the buildings.

A. I am fairly familiar with how it looked

beforehand. As you can see from the pictures, it had many attempts to keep it alive down through the years and they really were not conducive to family living.

These units, which were family projects built under, as Mr. MacFann indicated, either the War Worker Housing or Defense Act, whatever it might have been at the time, but then just basically kept together down through the years for families.

They were woefully inadequate for families. I'll give you an example. There was nowhere for children who live in this house, for example, to do homework. I mean, there was a kitchen and a dining room and one bathroom. No matter how many bedrooms you had, you had one bathroom. So some of the units were as much as four bedrooms.

So it was just totally, you know, not accommodating. That's why it got the label of being obsolete. Physically they certainly were not attractive, and they couldn't be rehabilitated on their own, as is the case sometimes, because they were small in terms of how they sat on the footplate on the site.

So you would have had to essentially demolish them anyway. It's not a case where you could have gone in and saved it and created another bathroom space because if you created another bathroom space you were going to give up some other living space to do so.

So it was a no win situation in terms of rehabilitation. That's why the decision came to dispose of them, demolish them, and start new.

Q. Now, could you turn to Exhibit 19 for a moment, please, the second page of Exhibit 19. Now, on the second page of Exhibit 19 do you see a street called School Street?

A. Yep.

Q. School Street is the street that runs, that's indicated running parallel to State Highway Route 51?

A. Right.

Q. I see the survey depicts certain structures around School Street.

A. Uh-huh.

Q. Can you tell me what happened to School Street when the new Groveton Village was created?

A. Well, it was reconfigured in such a way to complement a traditional neighborhood. As it was constructed prior to that time, which is also through the court, they didn't allow you to have a house with a front porch and a backyard and some identity of ownership or interest on the part of every residence.

So the two streets had to be reconfigured. At the end of School Street was also built a community center. At one time we were hopeful of buying from the municipality a little more land as it got to the end of School Street so

that we could even embellish it further. But they resisted in selling that and so we had to discontinue that and we bought another small piece from a private person and built the community center at the end of School Street.

The other thing is that there are several handicapped flat units on that street which are conducive to that and away from the rest of the heavy family concentration in the development, you know, sort of like a separate little niche of their own. That's how that street ended up.

Q. Thank you. Now, if you were to look at Exhibit 17-- That's the Groveton Village plan.

MR. MONTGOMERY: Before we move on, Your Honor, do you see where School Street is on 19?

JUDGE NEMEC: Uh-huh.

MR. MONTGOMERY: Do you see where the old units were?

JUDGE NEMEC: I believe so.

MR. MONTGOMERY: Thank you.

BY MR. MONTGOMERY:

Q. Mr. Falbo, looking at Exhibit 17, now, this is the Groveton Village plan; correct?

A. Uh-huh.

Q. Now, this represents what was actually constructed in the new Groveton Village?

A. Yes.

Q. Now, the new street that appears on the Groveton Village plan, which is Exhibit 17, is called Groveton Drive?

A. Yes.

Q. Now, that's in a different location than School Street; correct?

A. Well, it's a little further in, and that was to accommodate back yards that would have been on the Route 51 side of that.

Q. Okay. Now, looking back at the survey on Exhibit 19 that we just looked at, the one that depicted School Street, if you were to travel up Village Drive, which is the main road of Groveton, you would come to a cul-de-sac type entrance called Court Place. That's in towards the top of the page or the middle of the page.

A. On the left-hand side going up.

Q. Do you see that, sir?

A. Yes.

Q. What became of Court Place in the new Groveton Village?

A. Well, it had to be recreated to accommodate these traditional houses. So it essentially vanished from the new development.

Q. I want you to think about Ohioview with regard to the condition of the property after you received the Hope VI approval. Was there a time when Hope VI was completely, or

not Hope VI, when Ohioview was completely razed?

A. There was a short period where you had a few of the houses that stayed up while you were doing it. But then ultimately everything was razed.

Q. Now, when everything was razed does that include the utility infrastructure?

A. Yes.

Q. Now, when you did Ohioview didn't the partnership actually acquire another parcel that wasn't part of the original plan, an adjacent house?

A. Yes. It was down below the Hope VI had a component to it and a lot of other things to it, and we needed more land and also some retention ponds on it as well.

Q. So Pleasant Ridge, the new incarnation, actually evolved into a different geographical footprint?

A. Oh, yeah.

Q. The same is true of Groveton, isn't it? Did the housing authority at some point acquire adjacent property?

A. We had to acquire adjacent property to build the community center down at the end of School, and I don't know if there was-- Oh, yes, there was another private person at the end of Village that we had to negotiate with. I recall that now.

Q. Groveton Village involved a different

geographical footprint.

A. Up Village, before you get to the fire hall, there were a few houses in the community on the left-hand side, and one house we needed. So we negotiated with one woman who was on sort of the end of that street there.

Q. Was that property included in the new subdivision which was recorded with the county?

A. Yes.

Q. And with regard to the new subdivision that was recorded pertaining to Ohioview, did that new subdivision also include the property, that house you acquired?

A. Yes.

Q. Let me ask you about Ohioview. We saw a picture today of a senior citizen high-rise. That would be under, I believe, Exhibit 6 or Exhibit 5, I'm sorry, which is the old Ohioview, 5G.

A. That's 5G.

Q. Now, Mr. Falbo, can you tell us where this high-rise that we're looking at, where is that located in reference to the rest of Ohioview?

A. It's immediately adjacent to the entrance into Ohioview but not part of the Ohioview property. It's a separate parcel of land, and as you're entering into Ohioview it's on the left-hand side. I would say that's probably the southwestern side of the site.

Q. After Pleasant Ridge was created we heard testimony this morning from Mr. MacFann that Duquesne Light no longer bills the authority for electricity, Duquesne Light now bills the 150 or so or 200 customers.

MS. SESTAK: Objection, Your Honor. There's been nothing that established that Mr. MacFann had any way of knowing what Duquesne Light billed or who Duquesne Light billed. I believe it was the attorney rather than Mr. MacFann that made that statement.

JUDGE NEMEC: Okay. Establish whether the witness knows.

BY MR. MONTGOMERY:

Q. Mr. Falbo, as one of the directors or one of the partners in the Groveton, or I'm sorry, the Ohioview Infrastructure do you have any knowledge of how the utilities are billed under the current Pleasant Ridge?

A. Yes. Our partner, Pennrose Properties, manages the development, and so I know from my relationship with them that the buildings are treated as individual residences.

Q. Now, let me take you back. Does that represent a change from the way the billing had--

A. Yes. Yes, it does.

Q. How do you know that, sir?

A. I know that just because of my relationship with

the housing authority and knowing how they ran the development, which is pretty typical of how they ran most developments, that they paid all the bills, and as part of what I think the previous witness indicated is that this was an attempt to try to get people to take more responsibility for their own payment.

Q. Now, we've been talking about Ohioview. Let's talk about Groveton for a minute. Do you have knowledge of how the utility bills from Duquesne Light are currently sent to customers for-- I don't want-- Do you know how utility bills are currently sent for Groveton?

A. Yes. To the best of my knowledge, in this case they're sent to the residents as well with the exception of probably water and sewer, which is required to be paid by the authority.

Q. Now, do you know how those properties were billed before under the old Groveton Village?

A. To the best of my knowledge, they were sent on a master meter to the housing authority.

Q. Now, are there not fee simple owned homes at Pleasant Ridge?

A. Yes. There's 15 or there will be 15 of them. Nine of them are complete; six are about to go into construction.

Q. And those homeowners pay property taxes?

A. All on their own. They are no different than any other homeowner in that neighborhood at this point. They own their own property. They're not really part of Pleasant Ridge on a continuing situation. Those properties were subdivided out and fee simple to each buyer.

Q. Now, as part of the development was the developer required to provide electricity to these fee simple houses?

A. Yes.

Q. And that's, in fact, what you did, isn't it?

A. Yes.

(Pause in the proceedings.)

MS. SESTAK: Your Honor, if counsel is going to be conferring may we have a brief break?

JUDGE NEMEC: Sure. We'll take a five-minute break.

MR. LEVINE: We were just going to propose to offer the exhibits into evidence at this point, the ones we've discussed. I don't know if you have any objection.

JUDGE NEMEC: Well, why don't you wait until she comes back. Off the record.

(A recess was taken.)

JUDGE NEMEC: You may proceed.

MR. MONTGOMERY: Your Honor, we don't have any more questions for Mr. Falbo. We'll let Ms. Sestak proceed.

MS. SESTAK: I just have a few questions, more for clarification purposes than anything else.

CROSS-EXAMINATION

BY MS. SESTAK:

Q. You initially identified yourself as Ralph A. Falbo of Ralph A. Falbo, Inc. Then you began using the term Pennrose-Falbo.

A. They are from-- It's Pennrose Properties, and they are our partner in these two developments. So it's Falbo-Pennrose as co-general partners in each of those projects. They're Pennrose Properties, Inc., Philadelphia, Pennsylvania.

Q. And I think you've answered what was going to be my second question because while it was implied that your company was a general partner in these two plans, it was never made explicit, as I recall.

A. That's what we are.

Q. You are the general partner in both cases?

A. We are.

Q. So when you're testifying that you are seeking the refund you meant yourself on behalf of the partnership?

A. No. I think what we're doing here is testifying to the fact that the refund is justified and if it comes back to the partnership it, in turn, will go through a series of transactions back to whoever put it up originally. It does not come back to us. It will go through us.

Q. Finally, I was a little confused at some of the

uses of the word you. In particular, you were asked if you submitted this document that had been identified as Exhibit No. 25, but I believe it indicates that the housing authority submitted it.

A. We prepared it on behalf of the housing authority to submit.

MS. SESTAK: Thank you for clarifying that. I have no further questions.

JUDGE NEMEC: Any redirect?

MR. MONTGOMERY: No, Your Honor.

JUDGE NEMEC: I have no questions. Thank you, sir.

MR. MONTGOMERY: Your Honor, before we proceed with our final witness we would like to move for the admission of the exhibits that we've identified thus far. I could read off those exhibits as I understand them.

JUDGE NEMEC: That might be helpful. Go ahead.

MR. MONTGOMERY: Your Honor, Exhibits 1 through 4 are the complaints filed by the partnerships and then 3 and 4 are the answers submitted by Duquesne Light. We would like to offer those or move for the admission of Exhibits 1 through 4. Any objection to those?

JUDGE NEMEC: Whoa, whoa. Let's identify all the exhibits first.

MR. MONTGOMERY: Okay, sir. That would be 1 through 4, 5, 6, 7, 8, 9, 10, 11.

JUDGE NEMEC: 5, 6, 7, 8, 9, 10, go ahead, 11. I'm sorry.

MR. MONTGOMERY: Thirteen.

JUDGE NEMEC: You're skipping 12; right?

MR. MONTGOMERY: Yes, Your Honor.

JUDGE NEMEC: Go ahead.

MR. MONTGOMERY: 14 and 16.

MS. SESTAK: May I ask when 16 was identified? Because I don't have that one noted.

MR. MONTGOMERY: Let's see. I think 17. I'm sorry. Let's skip 16 and make it 17, 19, 20, and--

MS. SESTAK: Again, I have to ask when 20 was identified because I have no record of that exhibit having been testified to.

MR. LEVINE: She described NOFA, remember, the notice of funding. So we would ask for judicial notice since it's a document issued by the Department of Housing and Urban Development.

JUDGE NEMEC: All right. Let's finish identifying exhibits. Go ahead.

MR. MONTGOMERY: And 22 and 24, 25, 26.

MS. SESTAK: I have the same problem with exhibit-- I apologize. I do have Exhibit 24. Nevermind.

MR. LEVINE: That's just her resume.

MS. SESTAK: Right, that's her resume.

JUDGE NEMEC: Okay. Now, objections?

MS. SESTAK: I have no objections to any of the exhibits listed.

MR. LEVINE: Thank you.

JUDGE NEMEC: Okay. So the Complainant's Exhibits 1 through 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 17, 19, 20, 22, 24, 25, and 26 are admitted.

(Whereupon, the documents marked as Complainant's Exhibit Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 17, 19, 20, 22, 24, 25, and 26 were received in evidence.)

MR. MONTGOMERY: Thank you, Your Honor.

JUDGE NEMEC: Off the record.

(Discussion held off the record.)

JUDGE NEMEC: Go ahead.

MR. MONTGOMERY: Your Honor, we'd like to call Patrick Gallagher as a witness.

JUDGE NEMEC: Please be seated, sir. Please raise your right hand.

Whereupon,

PATRICK M. GALLAGHER,

having been duly sworn, testified as follows:

JUDGE NEMEC: You may proceed.

DIRECT EXAMINATION

BY MR. MONTGOMERY:

Q. Mr. Gallagher, could you explain to the Court

your full name and spell your last name, please.

A. Patrick M. Gallagher, P-a-t-r-i-c-k M. G-a-l-l-a-g-h-e-r.

Q. Could you tell us where you're employed.

A. GAI Consultants.

Q. What is GAI Consultants?

A. We were the civil site engineers and surveyors elected for the Ohioview Acres project.

Q. Can you tell me where GAI is located?

A. Yes. 385 East Waterfront Drive, Homestead, PA.

Q. I'd like to hear about your background, sir. Can you tell me what your education is?

A. Yes. I attended the University of Pittsburgh at Johnstown for mechanical engineering. I graduated from the University of Pittsburgh Main with a mathematics and economics degree.

Q. Did you say you were a project manager at GAI?

A. Yes, I am.

Q. What does a project manager do?

A. Oversee the actual design and construction of a project, various projects.

Q. Have you been involved in being the project manager of any projects in Pittsburgh that we might be familiar with?

A. Yes. I've been working in the Pittsburgh market,

Western Pennsylvania, since 1990. I worked my way up coming out of college from entry-level position all the way up to a project manager where I'm at. Right now I specialize in high profile public and private projects.

Some of the high profile projects, if you look out the window, PNC Park, all the various phases of the North Shore Riverfront from PNC Park to Heinz Field, the Equitable Gas building.

I've masterplanned and designed entire communities. I've done the work, every bit of the work on the projects, the engineering part of it from the site grading, the roadway design. I've designed literally hundred of miles of underground utilities -- storm, sanitary, water, electric, telephone, cable.

I do residential, commercial, and industrial developments. The residential development is literally design developments in the thousands of lots, everything from townhomes, single-family, neoclassical, apartments, condominiums in the residential market.

Commercial I designed major shopping centers with the majority of the big box stores -- the Wal-Marts, the Home Depots, the Lowe's, Sam's Club -- many small outparcels such as Red Lobsters and Eat'n Parks. That is all the surveying and engineering from design through development of.

Commercially, industrial parks I currently design. Westmoreland County Industrial Development Corporation, I'm the manager in charge of their industrial park designs. I currently have a 200-acre development under construction right now with them.

But my basic responsibilities right now is to oversee/manage all the engineering from start to finish on these jobs.

Q. You mentioned that you have experience with regard to the installation of underground electric utilities.

A. Yes.

Q. When did you first begin to get experience with the installation of electric utilities?

A. Probably my first job out of college it was in Virginia, Manassas, Virginia, with a company called So Deep, Incorporated. That company specialized in the location of underground and design of underground utilities. That's all we did. When I left there I was at project specialist/ project manager level.

Q. How long were you with that?

A. Three years.

Q. You mentioned some of the projects you've worked on in Pittsburgh. You mentioned PNC Park, among others. Did you have occasion to work with Duquesne Light on any of

these projects?

A. Yes. I've worked with Duquesne Light, Allegheny Power on many of these projects in Western Pennsylvania.

Q. Is it fair to say that you're familiar with their policies and practices?

A. For engineering design and construction, yes, I would think so.

Q. With regard to the matters at issue here did you work on Ohioview?

A. Yes. I was the manager in charge of the project.

Q. And when did your involvement with that project begin?

A. 2003 we were hired by the development team. And when I mean development team, that was Ralph A. Falbo, Pennrose, Allegheny County Housing Authority, and Mistick Construction is what we called the development team.

Q. Do you have the exhibit book in front of you, sir?

A. Yep.

Q. Could you turn to Exhibit 10, please.

A. (Witness complied.)

Q. If you were to look at Exhibit 11 that shows, that's the same document, isn't it, as Exhibit 10?

A. Yes.

Q. Tell the Court what this document is.

A. Exhibit 10 is the existing conditions planned which outlines the property information, including easements and right-of-ways. It documents the location of the existing roadways and utilities along with the existing buildings that were up there prior to demolition.

Q. Can you show me, looking at Exhibit 11, or explain to the Court where the overhead electric utilities were located on this plan?

A. Okay. The overhead utilities came along Jefferson Drive at the upper left-hand corner of this exhibit where it came over the property line. Jefferson Drive and the roadways within at this time are private roadways. They were not recognized by Stowe Township as public roadways.

They came along aerially across the front of the high-rise building to this first intersection, made a left, staying overhead, and you could see between the high-rise and the first building there's overhead electric that went back and fed the rear of the elderly high-rise.

From that point, if you look at the dashed lines that follow the roadways, the overhead followed the roadway system network back to the end of the cul-de-sacs and then it went from overhead the services were provided to the existing buildings.

Q. Now, the services in the existing buildings,

would those be termed, what might be termed service lines?

A. Yes. Yes, except for on the first street here, which I believe was Potomac.

Q. Is that the one on top, sir?

A. Yes, it's the top street. If you look just to the bottom of the street there's multiple units that expand in a southerly direction. I believe some of the aerial overhead lines run away from the roadways down to service those buildings.

Q. But your testimony is for the most part the distribution lines on the old site tracked the existing streets?

A. Yes. They came from along Jefferson Drive where they entered the property in front of the fee simple parcel for the elderly high-rise, and where the elderly high-rise ended the rest of this was one parcel of land where it followed the network of roadways, existing roadways.

Q. Can you compare what we're looking at with what was actually built? That is, I believe, if we go to the second page of Exhibit 13. Do you see Exhibit 13 what we've marked as page B as the second page?

A. Yes, sir.

Q. What does this page show?

A. This shows the newly constructed layout of Chicview Acres/Pleasant Ridge.

Q. Now, does this plan show where all the buildings were constructed in the new layout?

A. It looks fairly close, yes, sir.

Q. Who prepared this drawing?

A. Duquesne Light is in the title block.

Q. Did they give this drawing a title?

A. New Business Ohioview Acres, subject Duquesne Light. I'm having a hard time reading that. I'm assuming that's underground construction plan. I can't make that out. It's blurry.

Q. Now, can you tell us, looking at this plan, where the underground residential distribution facilities were located?

A. Yes. Again, they start from the property line, come in front of the elderly high-rise. It's the dashed line with the green highlight on it. That shows the main line underground distribution lines for the proposed project.

Q. Sir, looking back at the original incarnation of Ohioview, Exhibit 11, there's a street called Jefferson Drive that is the long street coming down on the left. Do you see that?

A. Yes, sir.

Q. There's a cul-de-sac towards the bottom of the page. Do you see the cul-de-sac at the bottom of the page?

A. Yes, sir.

Q. Now, what happened to those streets under the new Pleasant Ridge?

A. Under the new site plan and layout we had to construct all new streets, not only from a horizontal layout, but from a vertical elevation layout, to make this work. We had to relocate that section of Jefferson Drive both horizontally and vertically to work with the new development.

Q. The streets were vacated. Isn't that correct?

A. Through our research for Stowe Township, Stowe Township never recognized that these streets within the plan were dedicated public right-of-ways. It's our understanding also that they maintained them, it was the Allegheny County Housing Authority that maintained them.

Q. So they remained in dispute about that?

A. In my eyes they're private.

Q. Now, you've explained that the distribution lines traveled along the streets of the old Ohioview?

A. Yes.

Q. Okay. Now, could these distribution lines have been allowed to remain in place given what you actually constructed at Pleasant Ridge?

A. Could they have remained in place and serviced the development?

Q. Yes.

A. No.

Q. Why not?

A. The horizontal and vertical redesign of the site, we wiped out many of the existing utilities. The actual location horizontally, the existing lines could not work with this proposed development plan. It would have been cutting through buildings, and it just wouldn't work.

Q. Okay. That's true of all the distribution lines that existed on the Ohioview or on the original Ohioview?

A. Except up until this first intersection right in front of the elderly high-rise building. That was left in place because we had to keep the existing elderly high-rise in service because it was occupied. So from that point beyond there, beyond that property line with the high-rise, had to be new.

Q. And that high-rise continued to be owned by the county. Isn't that correct?

A. Yes.

Q. Now, were you involved in communications with DQE with regard to the cost for putting electrical facilities underground for this site?

A. Absolutely. On every project we do one of the first things we do is it's called utility coordination. We get a survey, get utility companies, names, contacts, survey

one call. Then we establish contact with each of the utility companies and a representative at the very beginning of the project.

We meet with them, we show them what we're proposing on doing, and we try to sort out what's the best way to serve the proposed development and to make sure that there aren't any serveability issues -- you have adequate water, you have sewage service to the site, same thing with electric, telephone, cable -- that they're able to provide service to the proposed development.

Q. Is it fair to say that you were the point person for dealing with DQE?

A. I was the project manager. The letters went out under my signature, yes.

Q. Did you receive any quotes from Duquesne Light with regard to the installation of underground facilities?

A. Yeah. I was in coordination with John Khalil across the table. I think we did get an initial quote on this during the design, yes, we did.

Q. What was that quote for?

A. I couldn't tell you the exact dollar amount. But if I remember I believe it was in excess of $700,000.

Q. Did you pay that quote?

A. I didn't pay it, no.

Q. I'm sorry. I mean--

A. No, I did not pay that.

Q. Do you know what the $700,000 was for?

A. It was for the design and the construction of the proposed services, electric services to feed this development.

Q. Let me ask you about the design of the facilities. Are you familiar with the company called Santangelo & Lindsey?

A. Yes.

Q. What is Santangelo & Lindsey's role with this project?

A. Santangelo & Lindsey was the electrical component to the subconsultant that I hired to directly coordinate with Duquesne Light, John and his staff. Chris Lindsey is an electrical engineer who specializes in the actual loads and design in that capacity.

GAI designs the infrastructure, and we do the conduits. We do the whole utility system layout because you can't lay a site out just based on one utility. It all has to work together. So Chris Lindsey's company was the consultant for the electrical design and also for the electric inlet.

Q. So along with Santangelo & Lindsey you prepared and designed for the underground infrastructure to go into the Pleasant Ridge site?

A. Yes. We prepared the utility plans for all the utilities, including the Duquesne Light, Verizon, and Comcast.

Q. You provided that for Duquesne?

A. Yes. We do our design. We send our design out to all the utility companies for review and final approval prior to construction.

Q. Now, with regard to the actual physical installation of these facilities, do you know whether Mistick Construction provided the conduit for the installation of the underground facilities?

A. Yes, they did. The underground facilities, Mistick Construction and their subcontractors installed all the conduits.

Q. By the way, when you got this $700,000 or so quote, what did you do with regard to that quote?

A. Referred that on at our weekly construction meeting to the other team members.

Q. Then what happened?

A. They were questioning what made up that 700 an something thousand dollars. At the time I could not answer that because it was just a number provided with no detailed cost estimate.

Q. Did you take any action to find out what that quote comprised?

A. Yes, I did. I contacted Duquesne Light, and specifically John, to see if we could get any kind of breakdown of that so that we could document to the developer and the team members what the costs were attributed to.

Q. Did you ever receive a breakdown?

A. Not a detailed breakdown from an engineering standpoint that we could substantiate and review with our client, no.

Q. Now, did the cost eventually get lowered?

A. Yes. The design team met with John, and John was very helpful in trying to lower these costs as the project proceeded forward.

Q. Now, did you work on Groveton at all?

A. No, I did not.

Q. I would like you to take a look at Groveton, the plans for Groveton Village. Now, if you were to look at Exhibit 19, sheets 1 and 2, do you see that? That's the survey of the property.

A. Yes.

Q. Do you understand that's what the property looked like before it was constructed or reconstructed rather?

A. Yes. That's the existing site with the buildings and utilities located and grading, excuse me, topography.

Q. Can you take a look at Exhibit 16.

A. (Witness complied.)

Q. Do you see what Exhibit 16 is, sir?

A. Yes, the existing utilities plan for Groveton Village.

Q. Yes. Now, looking at this existing utilities plan, if you were to travel up the main street of this development, which is Village Drive, do you see that traveling vertically up the page?

A. Yes.

Q. That's the main entrance. On the left side of Village Drive there is lines with the legend O/H. Do you see that?

A. Yes, I do.

Q. You're experienced in reviewing these kind of plans, aren't you, sir?

A. Yes, sir.

Q. Can you tell me what these lines would mean?

A. The overhead utility lines or the lines on the plan in general?

Q. Well, tell me if you see the overhead utility lines.

A. Yes, I see the lines marked O/H and how it comes from State Highway Route 51, goes north along Village Drive all the way to the top of the page. But I also see that it shows the existing buildings being the white, you know, with black lines and the proposed building being the dark and

shaded.

Q. This utility plan also shows the location of certain Duquesne Light poles. Isn't that correct?

A. Yes.

Q. Those are indicated as utility pole D.L.C.O. Do you see those various markings?

A. My eyes aren't that good. The text is a little small. I can see symbols for poles, dots, and then where the angle breaks that would probably correlate to that. Let me try Cliff's glasses. Yes, I can see them.

MS. SESTAK: Off the record.

(Discussion held off the record.)

JUDGE NEMEC: Let's go back on the record. Go ahead.

BY MR. MONTGOMERY:

Q. Mr. Gallagher, we were looking at the existing utilities plan under Exhibit 16.

A. Yes.

Q. And did you agree that certain of the Duquesne Light utility poles are practically adjacent to the streets?

A. Yes.

Q. If these streets had to be widened from 35 to 50 feet and sidewalks had to be put in on both sides of the streets could those poles have remained in place?

A. Some of them may have been able to, but some that are very close to the cartway needed to be relocated.

Q. Let me take you back to Ohioview for a moment. There's been some testimony that during a period of time Ohioview was razed and completely vacant.

A. That was the first phase of the project. We had to come in. There was 250 existing units in the infrastructure. One of the first tasks that we had was to study the existing infrastructure to see if there's any way that we could salvage bits or parts of it and reuse it.

Through our investigations, you know, through the township, the sanitary sewers up through the site were never owned or operated by the sewer authority, just the one main line that came by the community center to the elderly high-rise. There were numerous problems documented with the sanitary sewer and storm sewer system on-site through the Allegheny County Housing Department through backups into units or overflowing manholes.

So when we analyzed that we came to the determination, you know, the utilities were approximately 50 years old, their useful life was at an end. To sit there and spend, as Mr. Falbo and Mr. MacFann stated, roughly $40 to $50 million in a new project and not replace the utilities would be ludicrous.

When it came to the gas line there was private gas line facilities as well. The water was master metered right at the beginning of the property in front of the

elderly high-rise. Duquesne Light, as we stated earlier, came in in front of the elderly high-rise, and then the main service provided was overhead.

But with the current layout, the condition of the existing utilities, and the magnitude of the money being spent here, along with the horizontal and vertical changes to the site, we couldn't reuse the utilities.

MR. MONTGOMERY: Your Honor, to the extent that Mr. Gallagher has offered his opinion about certain events regarding Ohioview or Groveton, we would move that in addition to his role as a fact witness in this case that he be acknowledged to be an expert on the design and evaluation of utility infrastructure.

MS. SESTAK: No objection.

JUDGE NEMEC: All right.

MR. MONTGOMERY: Just a second. I'll see if I have anything else.

BY MR. MONTGOMERY:

Q. Just finally, Mr. Gallagher, with regard to Ohioview, are you aware at some point that Duquesne Light or that the overhead facilities were removed, the overhead electrical facilities?

A. Yes. They were removed under the first phase, which was the demolition phase of the project. We demoed the existing 250 residential unit buildings and all of the

utility infrastructure. We also at that time had approved through the Allegheny County Conservation District and Erosion and Sedimentation Plan to handle the runoff from the disturbed land. We had also at that point demoed portions of the site utilities and constructed sections of new sanitary and storm sewer.

Q. Did you receive-- Well, let me ask you to turn to Exhibit 4, which is one of the answers filed by Duquesne Light in this matter. This answer pertains to Ohioview. Now, Duquesne has attached some exhibits to their answer. I'd like you to focus on Exhibit 5. It's towards the very end of this exhibit. It's about three pages from the end.

Can you tell me, sir, when you have this in front of you. I just want to ask you a few questions about this.

A. Yes.

Q. Do you recognize this letter? Take your time and look it over.

A. Yes, I do.

Q. What is this letter, sir?

A. This is a letter from John Khalil to me. Throughout the project, as I stated earlier, we were working with John and Duquesne Light on the project. This was a result-- It states it recognizes that the demolition phase had occurred where the overhead facilities were removed from the site.

John acknowledged one of our other plans that we updated when we were keeping the overhead facilities past the high-rise and then or from that after that point are going underground, and it has a revised customer cost estimate, dollar amount.

Q. I'm not sure if we clarified this. Who is John Khalil?

A. John Khalil is the project manager across the table from me from Duquesne Light.

Q. Okay. Now, Mr. Khalil in here includes a sentence saying the former overhead facilities were removed this past winter under a prior job to allow for the rebuilding of Ohioview Acres.

A. That's correct. That occurred under the demolition phase, and Duquesne Light had charged a fee for the removal of the overhead facilities, the utility poles and transformers.

Q. So the $253,416.73 quote here does not include that cost for removal of the overhead facilities?

A. No, it does not.

Q. Are you aware of whether Duquesne Light charged for the removal of the overhead facilities at Groveton?

A. I'm not aware.

Q. Just for some housekeeping, Mr. Gallagher, could you look at Exhibit 12 and tell me what Exhibit 12 is.

A. It looks like the title box is cut off. But this looks like a portion of the recorded subdivision plan creating the 15 single-family lots that are along South Pleasant Ridge Road and then the remaining parcels that were created, de facto parcels, by dedication of the public road right-a-ways. Those parcels are various from A all the way up through M, I believe.

Q. Okay. Sir, the fee simple lots that you referred to, are those the lots that were identified as lots 1 through 14 and then 15 appears?

A. Yeah, that was the revised lot, yes.

Q. Thank you. And this is the same subdivision, group of subdivision documents that we've already noted under Exhibit 14. Isn't that correct?

A. Yes, this appears to be part of that, representing that recorded subdivision plan.

Q. Were you involved in preparing the subdivision plan?

A. Yes, I was.

Q. The subdivision documents are identified under Exhibit 14?

A. That is correct. May I point out something?

Q. Yes, sir.

A. The existing subdivision document is overlaid on top of the existing roadways. The road right-of-ways that

were shown, the private road right-of-ways, you can see those underneath our proposed subdivision plot.

Q. Thank you for that clarification. Can you look at Exhibit 18, please.

A. (Witness complied.)

Q. Do you have Exhibit 18 in front of you, sir?

A. Yes, sir.

Q. Can you tell me what Exhibit 18 is?

A. Utility plan for Groveton Village proposed.

MR. MONTGOMERY: Thank you. Your Honor, those are all my questions for Mr. Gallagher.

JUDGE NEMEC: Ms. Sestak?

MS. SESTAK: Yes, I have a few questions.

CROSS-EXAMINATION

BY MS. SESTAK:

Q. Mr. Gallagher, you mentioned a meeting to talk about how the utilities would be put into the Ohioview project.

A. We had various utility company meetings.

Q. You mentioned a first meeting, utility meeting number one; correct?

A. I'm sorry. I don't recall whether I stated it was the first.

MS. SESTAK: I'm going to show you a document that I'm going to mark for identification purposes as Exhibit R1,

standing for Respondent's Exhibit No. 1, and I'm going to ask you if you recognize this document.

I'll point out that copies are being provided to the court reporter, to the judge, to the witness, and to opposing counsel.

(Whereupon, the document was marked as Respondent's Exhibit No. 1 for identification.)

BY MS. SESTAK:

Q. Do you recognize this letter?

A. Yes, I do.

Q. Did you send this letter?

A. Yes, I did.

Q. Okay. Is this a letter that initiated the first meeting with the utilities concerning the Ohioview project?

A. This would have been our first utility meeting on-site, but it was not our first coordination through phone calls or through the project.

Q. Now, did such a meeting as your invitation set up actually take place?

A. We had a meeting, yes, but, I'm sorry, I can't remember the date. So I'm going to have to assume it was on the date. But I do remember a utility meeting at the elderly high-rise.

MS. SESTAK: Perhaps this will help. I'm going to hand you a document that's -- I apologize. I may have

handed you two copies inadvertently -- that I'm marking for identification purposes as Respondent's Exhibit No. 2.

(Whereupon, the document was marked as Respondent's Exhibit No. 2 for identification.)

BY MS. SESTAK:

Q. Do you recognize this document?

A. Yes.

Q. Is this, in fact, the meeting minutes from the utility coordination meeting?

A. Yes, it is.

Q. Now, from a purely engineering perspective, leaving aside all of the Hope VI and public policy considerations and HUD considerations, is there any reason why the new Ohioview Acres project could not have been served through overhead lines if the poles and wires were relocated?

A. It could have been served. As you stated earlier, would it have met their criteria? Barring that, in my opinion, it would have probably been hideously ugly to have the amount of overhead utilities in this tight of a development.

MS. SESTAK: I have no further questions of this witness.

JUDGE NEMEC: Any redirect?

REDIRECT EXAMINATION

BY MR. MONTGOMERY:

Q. You've been asked by Ms. Sestak if the property could have been served if the existing overhead lines had been relocated to another portion of the property, and you said I guess it's possible but it would be hideously ugly.

A. Yes.

Q. Have you been involved in any new residential developments -- and I'll use that term to refer to a subdivision of five or more parcels where residences are being constructed in Pennsylvania -- have you been involved in any projects like that where telephone poles are put in?

A. Yes, in-fill type projects. Bellevue Acres in Clairton was another public housing type project that was an in-fill where you may have one home that was torn down, three existing homes. Then there was four lots that were created for four new homes.

The aerial facilities that were there we tried to reuse to service an in-fill home. So we did one home on one street. Obviously we wouldn't make everything underground just for that one home. It wasn't economically feasible with the existing overhead there.

In areas where we had three, four, five units in a row, we tried to provide underground that would come off pole drops and go underground to provide them service.

Q. Now, this isn't an in-fill project, is it?

A. No.

Q. Do you know how many acres Ohioview Acres was?

A. I'd have to go back to Exhibit 14. I'm going to say 30 plus acres.

Q. Why don't you take a moment and take a look at that and see if you can tell us a little more exactly.

A. 30.640 acres is the total plan area as shown on sheet 1 of 5.

Q. Aside from in-fill, can you tell me what the standard is with regard to electric facilities serving residential developments in Pennsylvania?

A. I'd say the vast majority it's all underground except the ones I'm involved with.

Q. Can you tell me what the market would expect?

A. Underground.

Q. You've been asked if it would have been feasible to relocate poles and serve the Ohioview Acres with overhead facilities. Would there have been a cost to Duquesne to relocate overhead facilities?

A. Oh, yes.

Q. And how would that differ from putting the lines underground if you had already done the excavation, backfilling, and provided the conduit?

A. To be honest with you, we did not get a price quote from Duquesne Light to do that. So I cannot tell you

what that cost would be. The one exhibit quoted is the $252,000 for the construction and engineering services for the underground. The developer, the development team paid for the installation of the underground conduits. To make a comparison, I couldn't right now.

Q. Now, back to what was marked as R1, do you see the paragraph with the currently?

A. Is this the October 17th letter?

Q. Yes. Do you see the paragraph that begins with the word currently? You stated--

A. Currently, yes.

Q. --Ohioview Acres is an existing vacant community that is proposed to be completely demolished. Then it continues on to discuss the elderly high-rise and community center.

A. Yes, except for the elderly high-rise and the community center at the front of the site.

Q. So at the time you wrote this letter on October 17th, 2003, aside from the elderly high-rise, there were no customers for Ohioview Acres as far as electric utilities?

MS. SESTAK: Objection. Your Honor, I don't know--

JUDGE NEMEC: Well, he can ask the question. What's the objection to the question?

MS. SESTAK: The objection is that it's already been testified that the customer here was the Allegheny County

Housing Authority, which may well continue to provide service to vacant dwellings for one reason or another.

I'm not certain that, other than the leading question asked by counsel, I'm not certain how this gentleman could come to a conclusion as to whether or not a customer existed at that point.

JUDGE NEMEC: Objection is noted.

MR. MONTGOMERY: I'll withdraw that, Your Honor. I'll ask it a different way, if you don't mind.

JUDGE NEMEC: Go ahead.

BY MR. MONTGOMERY:

Q. Do you know if there were any residents, aside from the people in the elderly high-rise, were there any residents at Ohioview Acres at the time you wrote this letter?

A. At the time of this letter I believe there were still a few residents there that were still being moved out. I can't state that as a hundred percent correct.

Q. Was there a period of time when all the residents were gone?

A. Oh, absolutely.

Q. And there was a period of time when this site was completely razed and vacant?

A. Yes. The site was razed starting, I believe, in February of 2004. That's why the date of this letter I

cannot emphatically state.

Q. Do you know whether there is a difference in the cost of installing overhead facilities from underground electric facilities?

A. Yes, there is.

Q. How great is that difference? And tell us which, in your experience, costs more.

A. Well, fortunately I can't tell you that because Duquesne Light does the utility pole relocation designs, the guide wire designs. They do not allow the private consultant to do that. They do that on their own. That's part of their fee that they charge. But historically the underground is more expensive than the relocation of the utility poles.

Q. In your opinion, is there, over the long-term, is there an advantage to one system or the other in terms of maintenance?

A. I believe underground long-term has less problems than overhead. But then again I'm not Duquesne Light. They know that better than I do.

MR. MONTGOMERY: I don't have anything else for Mr. Gallagher.

JUDGE NEMEC: Recross?

MS. SESTAK: One question.

RECROSS-EXAMINATION

BY MS. SESTAK:

Q. Did Mr. Khalil at any time discuss with you the possibility of cutting costs by putting in overhead service to Onioview Acres?

A. At one point, yes. I mean, as I stated earlier, the first cost that was thrown out was in excess of $700,000. The development team definitely balked at that cost. Then I was charged at that time to get together with John and see if there's any cost savings method that we could reasonably do to get that development fee down. John worked with us to get that down.

MS. SESTAK: Thank you. No further questions.

JUDGE NEMEC: Anything else?

MR. MONTGOMERY: No.

JUDGE NEMEC: Thank you, sir. You're excused.

MR. MONTGOMERY: I'll defer to Mr. Levine.

MR. LEVINE: Your Honor, we have Exhibit P21 which is a public document. We have what I'll mark as 21A just to supplement that.

(Whereupon, the document was marked as Complainant's Exhibit No. 21A for identification.)

MR. LEVINE: Your Honor, the Commonwealth of Pennsylvania I think can take judicial notice of these documents. The Commonwealth of Pennsylvania Governor's Office, Governor Rendell, issued an executive order June

15th, 2004, really trying to create an economic development committee and did that through an executive order and noticed, among other things, that whereas provision, the fifth whereas provision, one of the objectives was reusing previously developed sites in developing new sites in order to create jobs.

We're talking about infrastructure. That created intra-agency groups. Exhibit 21 as a product of that was the Commonwealth of Pennsylvania Keystone Principles for Growth, Investment, and Resource Conservation which was issued on May 31, 2005.

JUDGE NEMEC: Where was it published?

MR. LEVINE: It was published on the state's web site, the Commonwealth of Pennsylvania web site, and it is a committee that was developed, one of the committees developed as a result of the executive order.

We simply introduce this in terms of the principles of land use that as really what the state is setting forth here as an objective; that is, redevelop first, support revitalization of Pennsylvania's many cities and towns, give funding preference to reuse of public brownfield and previously developed sites, among other things, for housing and lists that.

Again, I'm just offering this as part of our position that one of the objectives, not only with HUD and state

agencies, but also with Governor Rendell and his administration, has been to encourage the reuse. For that reason we don't think that this property should somehow be treated differently than other new development that would be on a greenfield site in terms of application of the tariff.

MS. SESTAK: Your Honor, I have no objection. But, again, I question the relevance.

JUDGE NEMEC: Well, that's my job to evaluate the relevance of all of the material when I prepare the initial decision. Are we adding additional exhibits to the list we had before?

MR. LEVINE: Yes, Your Honor.

JUDGE NEMEC: I assume 12.

MR. LEVINE: Exhibit 12.

JUDGE NEMEC: 21?

MR. LEVINE: And 21A. I added that 21A.

JUDGE NEMEC: 15, 16?

MR. LEVINE: Did we have 18? Mr. Gallagher discussed 18.

JUDGE NEMEC: What about 15 and 16?

MR. MONTGOMERY: We haven't addressed 15.

JUDGE NEMEC: Fifteen is a Duquesne Light drawing.

MR. MONTGOMERY: Well, 16 we did use.

MR. LEVINE: We just did not do 15, I believe.

MS. SESTAK: Well, 16 wasn't really identified, it was

only interpreted. For the sake of argument, you guys could have drawn this up on a home computer. However, we're not going to object to it because it is a Duquesne Light document.

MR. LEVINE: Thanks. So, really, we're offering the submission of all the exhibits that are listed here except for 15 and 23.

JUDGE NEMEC: Twenty-three?

MR. MONTGOMERY: Yes, we haven't introduced 23 yet. That's a Duquesne Light document.

MR. LEVINE: But that's an exhibit we intend to introduce for cross-examination.

JUDGE NEMEC: Okay. 12, 21, 18, and 21a are admitted.

(Whereupon, the documents marked as Complainant's Exhibit Nos. 12, 18, 21, and 21A were received in evidence.)

MR. LEVINE: With that we would rest our case.

JUDGE NEMEC: No more witnesses?

MR. LEVINE: That's correct.

JUDGE NEMEC: What are your wishes?

MS. SESTAK: Your Honor, at this point I believe that Duquesne Light Company's case can rest upon the documents and the testimony submitted by complainants.

Duquesne Light Company's position is that there was already existing facilities in place at the time that these projects were initiated and as a result of these projects

Duquesne Light Company was required to remove and replace its existing facilities. Clearly this did not require an extension of facilities under the tariff.

Duquesne Light has no evidence that would add to that.

JUDGE NEMEC: Okay. So at this point are you willing to take the record as it is and do briefs?

MS. SESTAK: Yes, Your Honor.

MR. MONTGOMERY: That would be fine with us, Your Honor.

JUDGE NEMEC: The only additional thing that I need is, I mean, if you're going to update this exhibit you need to do that, but also the reporter needs to have her two copies of everything.

MR. LEVINE: We can do that.

JUDGE NEMEC: My copy you can return to me.

MR. LEVINE: We'll get you everything you need. If we can just show the streets, that will be clear for the record. We can just send a cover letter.

JUDGE NEMEC: You can send this back to me or have somebody bring it back to me. But in terms of anything that you want in the record, she needs to have two copies, and I'm not going to copy all this stuff.

MR. LEVINE: Quite understandably.

JUDGE NEMEC: Not only do I not want to, number two, I don't have the equipment to do it.

MR. LEVINE: Right. Well, we're not asking you to do that, of course.

MS. SESTAK: Your Honor, in addition, since the case turns on the interpretation of Duquesne Light Company's Tariff Rule 13, which is on file with the Commission and certainly you can take notice of, I have copies I can provide to everyone.

MR. MONTGOMERY: Ms. Sestak, I think it's attached to your answer in my complaint. So if that would be sufficient maybe we can just leave it at that. I don't have any objections to that.

JUDGE NEMEC: I guess one other housekeeping matter would be whether you have any objections to R1 and R2.

MR. LEVINE: No, we do not.

JUDGE NEMEC: Which are both GAI documents.

MR. LEVINE: Right.

JUDGE NEMEC: Duquesne Exhibits R1 and R2 are admitted.

MS. SESTAK: Thank you.

(Whereupon, the documents marked as Respondent's Exhibit Nos. 1 and 2 were received in evidence.)

JUDGE NEMEC: If you want to provide copies of the tariff that's fine.

MS. SESTAK: Yes. It looks like the copy with the answer is incomplete. I'm not certain if that was my

mistake.

MR. LEVINE: Well, the tariff is what the tariff is.

JUDGE NEMEC: For the sake of completeness, let's mark what you're handing out now. Do you have enough copies for the court reporter?

MS. SESTAK: Sure.

JUDGE NEMEC: Let's mark that as R3.

(Whereupon, the document was marked as Respondent's Exhibit No. R3 for identification.)

JUDGE NEMEC: We'll admit R3 also.

(Whereupon, the document marked as Respondent's Exhibit No. R3 was received in evidence.)

MS. SESTAK: This has been essentially unchanged since the Commission forced Duquesne Light to adopt it back in 1970.

JUDGE NEMEC: Forced?

MS. SESTAK: Yes. It was an investigative docket order that said do it. I have copies of the original 1970 document, too, that might be instructive. Let's just mark it R4.

JUDGE NEMEC: Fine.

(Whereupon, the document was marked as Respondent's Exhibit No. R4 for identification and was received in evidence.)

MS. SESTAK: This, too, is on file with the

Commission.

MR. MONTGOMERY: Now, there were later decisions by the PUC pertaining to Tariff 13.2. So, I mean, in the event that we think later publications by the PUC are relevant, we can site those in our brief?

JUDGE NEMEC: Absolutely.

MR. MONTGOMERY: Okay.

JUDGE NEMEC: Yeah, any legal argument that you feel that would be important for me to consider, please put it in your brief. Failure to do so may result in bad consequences as in if not raised, waived.

MR. LEVINE: Do you want us to submit proposed findings?

JUDGE NEMEC: That's up to you. That's not necessary. But if that helps you to organize it and do it that way, that's fine.

(Pause in the proceedings.)

JUDGE NEMEC: Typically the briefing schedule is established by letter upon receipt of the transcript. So after I receive the transcript I'll send a letter to the parties indicating you have 30 days, 15 days for reply. Is that all right? Is that enough time?

MR. MONTGOMERY: Sure, that's plenty of time.

MR. LEVINE: Plenty of time.

JUDGE NEMEC: The Commission regulations generally

require multiple copies of-- I don't even know what the number of copies are. But in terms of what you're supposed to file, that will be spelled out in the letter, the number of copies.

But I would appreciate from both of you if you would provide me -- and I'll put this in the letter also -- but, if possible, your briefs by attachment to e-mail in Word.

MR. LEVINE: Certainly.

JUDGE NEMEC: That helps me a lot because we do all of our stuff in Word. Other than that and the provision of additional copies to the court reporter, I think we're pretty much wrapped up here.

MR. LEVINE: Thank you very much, Your Honor.

JUDGE NEMEC: We are adjourned.

(Whereupon, at 2:44 p.m., the hearing adjourned.)

* * *

C E R T I F I C A T E

I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me or under my direction; and that this transcript is a true and accurate record to the best of my ability.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen L. Cross, Notary Public
Economy Boro, Beaver County
My Commission Expires July 26, 2010
Member, Pennsylvania Association of Notaries

COMMONWEALTH REPORTING CO., INC.

BY: Karen L. Cross
Karen L. Cross

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THORP REED & ARMSTRONG

David J. Montgomery
Direct Dial 412 394 7763
Email dmontgomery@thorpreed.com

ATTORNEYS AT LAW SINCE 1895

VIA FEDERAL EXPRESS

Karen L. Cross
Commonwealth Reporting Co
700 Lisbon Rd
Camp Hill, PA 17011

January 10, 2007

Re Exhibits from hearing held January 9, 2007 before the Pennsylvania Public Utility Commission
Docket Nos. C-20066233 and C-20066236

Dear Ms. Cross:

I have enclosed two sets of copies of the exhibits admitted into evidence during the January 9, 2007 hearing on behalf of Complainants, Ohioview Infrastructure and Groveton Housing Partnership, LP, in the above-referenced matter.

Please contact me if you have any questions regarding these exhibits.

Very truly yours,

David J. Montgomery

DJM/vaj
Enclosures

cc. Administrative Law Judge Michael A. Nemec (w/encl.)
Regina M. Sestak, Esquire (w/o encl.)
Clifford B. Levine, Esq. (w/o encl.)

Pittsburgh
Philadelphia
Princeton
Wheeling

Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425
412 394 7711
412 394 2555 Fax

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BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GROVETON HOUSING PARTNERSHIP, LP Plaintiff, v. DUQUESNE LIGHT COMPANY, Defendant. and OHIOVIEW INFRASTRUCTURE, INC., Plaintiff, v. DUQUESNE LIGHT COMPANY, Defendant.	)	Docket No. C-20066233

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HEARING EXHIBITS

DOCUMENT FOLDER

Clifford B. Levine
Pa. I.D. #33507
David J. Montgomery
Pa. I.D. #78874

Thorp Reed & Armstrong, LLP
Firm I.D. No. #282
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425
(412) 394-7763

Filed on Behalf of Plaintiffs
GROVETON HOUSING
PARTNERSHIP, LP and
OHIOVIEW INFRASTRUCTURE, INC.

Dated: January 9, 2007

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PA PUBLIC UTILITY COMMISSION
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EXHIBIT A

EXHIBIT NO.	DESCRIPTION
P-1	Complaint of Groveton Housing Partnership, LP. dated 4/10/06
P-2	Complaint of Ohioview Infrastructure, Inc. dated 4/10/06
P-3	Answer of Duquesne Light Company (Groveton) dated 5/15/06
P-4	Answer of Duquesne Light Company (Ohioview) dated 5/15/06
P-5	Ohioview Pre-Demolition Photos (A-H)
P-6	Pleasant Ridge Photos (A-I) (formerly Ohioview)
P-7	Groveton Pre-Demolition Photos (A-G)
P-8	New Groveton Village Photos (A-J)
P-9	ACHA Approval of Request for Demolition at Groveton dated 9/25/01
P-10	Ohioview Existing Conditions Plan
P-11	Ohioview Existing Conditions Plan – Distribution Lines Highlighted
P-12	Ohioview Acres Hope VI Project Plan of Lots
P-13	Ohioview Acres Construction Plan
P-14	Ohioview Acres Subdivision Plans (Sheets 1-5)
P-15	Ohioview Acres Pole Location Map – Pre-mode **(Not Submitted)**
P-16	Groveton Existing Conditions Plan

EXHIBIT NO.	DESCRIPTION
P-17	Groveton Village Plan (Subdivision Plan)
P-18	Groveton Utilities Plan
P-19	Groveton Surveys 1 & 2
P-20	Notice of Funding Availability
P-21	Executive Order NO. 2004-9 (June 15, 2004)
P-21A	"Commonwealth of Pennsylvania Keystone Principles For Growth, Investment & Resource Conservation"
P-22	Decision of the Board of Commissioners of Robinson Township 9/11/00
P-23	Duquesne Light Residential Developments (2001-2006) **(Not Submitted)**
P-24	Resume of Mindy Turbov
P-25	Ohioview Acres 2002 Hope VI Application **(Bound Separately)**
P-26	PHFA Application for Groveton **(Bound Separately)**

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C-2

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

COMPLAINT OF GROVETON HOUSING PARTNERSHIP, LP FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 AND REFUND PURSUANT TO 66 Pa. C.S.A. §1312	)	Docket No.

DOCKETED
APR 0 4 2007

COMPLAINT OF GROVETON HOUSING PARTNERSHIP, LP FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 AND REFUND PURSUANT TO 66 PA. C.S.A. §1312

AND NOW, comes the Plaintiff, Groveton Housing Partnership, LP, by its counsel, and hereby files the following Complaint for Declaratory Relief.

The Parties

1. Plaintiff Groveton Housing Partnership, LP ("the Partnership"), is a partnership formed under and pursuant to the laws of the Commonwealth of Pennsylvania and is located at 230 Wyoming Avenue, Kingston, Pennsylvania 18704.

2. The Partnership is a land developer and general contractor.

3. The name and address of the Partnership's attorneys are Clifford B. Levine and David J. Montgomery, Thorp Reed & Armstrong, LLP, Firm I.D. No. #282, One Oxford Centre, 301 Grant Street, 14th Floor, Pittsburgh, PA 15219-1425.

4. Defendant Duquesne Light Company ("Duquesne Light") is a public utility located at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219.

Groveton Village

5. In 2001 and 2002, the Partnership constructed Groveton Village, an affordable housing development located in Township of Robinson, Pennsylvania.

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6. In the course of construction of Groveton Village, the existing 100 unit barracks-style public housing was demolished.

7. In addition, the streets within Groveton Village were vacated and excavated and replaced with a new pattern of streets.

8. The Partnership then constructed sixty-nine townhouse units of affordable housing in twenty-four buildings.

9. In addition, the Partnership granted Duquesne Light new easements permitting Duquesne Light to install underground facilities for the supply of electric power.

10. Furthermore, in the course of the project, the site was resubdivided into new parcels of land.

Groveton Village Qualifies as a "New Residential Development" under Section 13.2.A of Duquesne Light's Tariff

11. As required by the Public Utility Code, Duquesne Light has filed a Tariff with the Public Utility Commission ("the PUC"). See Duquesne Light Company Schedule of Rates

12. Under its Tariff, Duquesne Light is required to pay the costs incurred during the construction and installation of facilities for New Residential Developments. See Tariff Nos. 13.2B and 13.2.C(6) (Exhibit A).

13. Under the section of Duquesne Light's Tariff regarding New Residential Developments, a "Development" is defined as follows:

> A planned project which is developed by a developer/Applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric services to such project necessitates extending the Company's existing distribution lines

See Tariff No. 13.2.A.

14. The Groveton Village development meets all of the elements of the foregoing definition

a) Groveton Village is a "planned project",

b) developed by a developer;

c) set out in a recorded plot plan of five or more adjoining unoccupied lots,

d) for the development of single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses;

e) all of which are intended for year-round occupancy; and

f) the project necessitated extending Duquesne Light's existing distribution lines.

15. Although subsection 13.2.A does not define what constitutes a "New" development, Groveton Village satisfies that criterion because the project involves the construction of sixty-nine new townhouse units of affordable housing in twenty-four buildings, on vacant land that has been subdivided with new lot lines, streets and rights of way.

16. Prior to beginning construction of Groveton Village, the Partnership supplied Duquesne Light with a copy of the project subdivision plan, identifying boundaries and any necessary easements or rights of way, as required under subpart 13.2.C(1).

17. The Partnership also advised Duquesne Light that it would comply with subpart 13.2.C(2)'s requirement that the Plaintiff clear and grade the installation area.

Duquesne Light's Improper Charges for the Installation of Underground Facilities at Groveton Village

18. On March 27, 2002, Duquesne Light submitted a cost estimate to Mistick Construction, the general contractor acting on behalf of the Partnership, for the cost of installing

the underground electric facilities (and the removal of existing overhead lines) at Groveton Village. See Exhibit B.

19. The cost estimate required the payment of $117,590.05.

20. The Partnership paid Duquesne Light the $117,590.05.

21. Because Groveton Village qualifies as a New Residential Development, Duquesne Light erred in the Application of its Tariff when it required the Partnership to pay the $117,590.05 payment for the installation of the underground facilities.

22. Accordingly, pursuant to 66 Pa. C.S.A. §1312, the Partnership is entitled to a refund of its $117,590.05 payment, with interest.

WHEREFORE, Plaintiff Groveton Housing Partnership, LP, by its counsel, requests that the Pennsylvania Public Utility Commission approve this Complaint and declare that: (a) that Groveton Village qualifies as a New Residential Development under the Duquesne Light Tariff No. 13.2, (b) Duquesne Light's Application of its Tariff violated 66 Pa. C.S.A. §1303, 1304 (c) Duquesne Light is required to refund the $117,590.05 payment, including the permitted statutory interest, to Groveton Housing Partnership, LP; (d) Grovetown Housing Partnership, LP, is entitled to whatever other relief is deemed just and equitable; and (e) the Partnership be awarded all attorneys' fees and costs.

Respectfully submitted,

THORP REED & ARMSTRONG, LLP

Clifford B. Levine

Clifford B. Levine
Pa. I.D. #33507
David J. Montgomery
Pa. I.D. #78874
Firm I.D. No. #282
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219 1425
(412) 394-7763

Counsel for Plaintiff, Groveton Housing Partnership LP

VERIFICATION

I, Ralph A. Falbo, of the GROVETON HOUSING PARTNERSHIP, LP, state that the averments of fact set forth in the foregoing COMPLAINT OF GROVETON HOUSING PARTNERSHIP, LP FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13 2 AND REFUND PURSUANT TO 66 Pa. C.S A. §1312 are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

Date: April 10, 2006

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

A. Definitions

The following words and terms, when used in this rule shall have the following meanings, unless the text clearly indicates otherwise.

(1) **Applicant for Electric Service** - The developer of a recorded plot plan consisting of five or more lots, or of one or more five-unit apartment houses.

(2) **Developer** - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric service to such project necessitates extending the Company's existing distribution lines.

(4) **Distribution line** - An electric supply line of untransformed voltage which delivers energy to one or more service lines.

(5) **Service line** - An electric supply line of transformed voltage which delivers service to a residence or building as described in the Company's Construction Standards.

(6) **Subdivider** - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.

(7) **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric delivery service to such subdivision necessitates extending the Company's existing distribution lines.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

B. Installation of Distribution and Service Lines

Distribution and service lines installed under an application for electric service within a development will be installed underground; will conform to the Company's construction standards, the Pennsylvania PUC regulation 57.26 of Title 52 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and will be owned and maintained by the Company. Pad-mounted transformers will be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent as the developer may authorize. Installation of service-related Company facilities will be performed by the Company or by another agent as the Company may authorize. Street-lighting lines installed then or thereafter within the same development will also be installed underground, upon terms and conditions prescribed elsewhere in the Company's tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this rule shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges to the developer other than those specified in C(4) of this rule will be charged.

C. Applicants for Electric Service

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

C. Applicants for Electric Service - (Continued)

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.

(4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan or final grade elevations by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.

(c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) of this rule shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) will be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

D. Installing Distribution Lines Beyond Boundary of Development

Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant. However, the developer must provide the excavating and backfilling.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

E. Classification of Charges

Amounts the Company receives under paragraph C(4) (relating to applicant for electric service) will be credited to Contributions In Aid of Construction

F. Exceptions

(1) Whenever the Company or any affected person believes that the application of the tariff rule works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, the Company or persons may request an exception from the underground requirements of paragraphs A through E of this rule (relating to definitions, installation of distribution and service lines, applicant for electric service, installing distribution lines beyond boundary of development, and calculation and classification of charges) by providing the Pennsylvania Public Utility Commission with the following.

(a) A copy of the recorded plot plan of the development for which the exception is being sought.

(b) A letter petition setting forth:

(i) the name of the applicant

(ii) the location and size of the development involved

(iii) the names of the electric utility and telephone utility which will provide service to that development

(iv) the date on which construction began or will begin; whether the development is a new development or one phase in a development to be completed in several phases; and whether facilities in the area surrounding the development have been installed underground or overhead.

(2) Upon the filing of an exception request, the Pennsylvania Public Utility Commission (Commission) Staff will notify the utilities involved and the appropriate local government authority, review the facts stated in the request, and issue to the applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within 180 days of the period shall result in the automatic denial of the request.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

F. Exceptions - (Continued)

(3) A public utility or any affected person may appeal the informal decision rendered by Commission Staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing. All appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

(4) If an exception request initiated by an applicant for electric service is granted, and the applicant thereafter desires underground electric service, then paragraphs B and C (relating to installation of distribution and service lines and applicant for electric service) will apply as if no exception had been granted.

G. Applicability

This rule shall apply to applications for service to developments which are filed with the Company after June 30, 1984.

H. Subdivisions

Underground facilities in new residential developments are only required by paragraphs A through G (relating to underground electric service in new residential developments) when a bona fide developer exists, that is, only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. Should the lot owner or owners in a subdivision desire underground service, the service will be provided by the Company if the lot owner or owners, at their option, either comply with paragraph C (relating to applicants for electric service) or pays to the Company charges that are contained in the Company's tariff for underground electric service not required by this rule.

13.3 BUILDING ENERGY CONSERVATION STANDARDS FOR RECEIPT OF UTILITY SERVICE FOR RESIDENTIAL BUILDINGS Pursuant to the requirements of amended Pa. Code §69.101 through §69.107, the following provisions are incorporated in this Tariff.

The Company must receive proof of compliance with, or exemption from, the insulation standards set forth in the Building Energy Conservation Act (Act 222) prior to providing electric service for any purpose, including temporary electric service for residential building construction purposes, to (1) new residential buildings, (2) additions to existing residential buildings, and (3) renovated residential buildings located in municipalities that have not elected to administer Act 222.

Proof of compliance shall be made by furnishing the Company with a "Notice of Intent to Construct" form certified by Pennsylvania's Department of Community Affairs.

Upon request, the Company will provide information and the required forms for compliance with Act 222.

Duquesne Light
A DQE Company
2601 Preble Ave
Pittsburgh Pa. 15233

RECEIVED
MAR 28 2002

March 27, 20021

Mr. Jeff Anderson
Mistick Construction
1300 Brighton Rd.
Pittsburgh, Pa. 15233

Re: Cost Estimate
Groveton Village
Robinson Twp., Pa

Dear: Mr. Anderson:

Thank you for giving Duquesne Light the opportunity to serve your electric needs

To provide the service you requested to the above location, a design has been completed that provides for the most efficient, convenient installation, at the least possible cost to you. The work that Duquesne Light will perform is described as follows:

Remove the existing overhead facilities and install an underground plan according to your request.

The estimated customer cost for providing underground service is $117,590.05

Install 25 colonial URD street light per your request with the customer paying the up front costs and Robinson paying the monthly usage cost.

The street light installation cost is $24650.00

Please forward a check, payable to Duquesne Light Company, to my attention at the following address:

2601 Preble Ave.
Pittsburgh, Pa. 15233

These costs will remain in effect until March 26, 2003, after which time we will need to reevaluate this cost.

If you have any questions concerning this cost estimate, please call me at 412-393-8013

Sincerely,

John E. Khalil

John E. Khalil
Account Manager

C-20066233
1-9-07
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

OHIOVIEW INFRASTRUCTURE, INC.,

Plaintiff,

v.

DUQUESNE LIGHT COMPANY,

Defendant.

Docket No.

COMPLAINT OF OHIOVIEW INFRASTRUCTURE, INC. FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 AND REFUND PURSUANT TO 66 Pa C.S.A. §1312

Filed on Behalf of Plaintiff
OHIOVIEW INFRASTRUCTURE, INC.

Counsel of Record for this Party:

Clifford B. Levine
Pa I.D. #33507

David J. Montgomery
Pa I.D. #78874

Thorp Reed & Armstrong, LLP
Firm I.D. No. #282
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425
(412) 394-7763

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

COMPLAINT OF OHIOVIEW INFRASTRUCTURE, INC. FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 AND REFUND PURSUANT TO 66 Pa. C.S.A. §1312	)	Docket No.

COMPLAINT OF OHIOVIEW INFRASTRUCTURE, INC. FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 AND REFUND PURSUANT TO 66 PA. C.S.A. §1312

AND NOW, comes the Plaintiff, Ohioview Infrastructure, Inc., by its counsel, and hereby files the following Complaint of Ohioview Infrastructure, Inc. for Declaratory Relief Concerning the Application of Duquesne Light Company Tariff No. 13.2 and Refund Pursuant to 66 Pa. C.S.A. §1312, and in support, avers as follows:

The Parties

1. Plaintiff Ohioview Infrastructure, Inc., is a corporation ("Ohioview" or "Plaintiff") formed under and pursuant to the laws of the Commonwealth of Pennsylvania and is located at 230 Wyoming Avenue, Kingston, Pennsylvania 18704.

2. The Plaintiff is a land developer and general contractor.

3. The name and address of Plaintiff's attorneys are Clifford B. Levine and David J. Montgomery, Thorp Reed & Armstrong, LLP, Firm I.D. No. #282, One Oxford Centre, 301 Grant Street, 14th Floor, Pittsburgh, PA 15219-1425.

4. Defendant Duquesne Light Company is a public utility located at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219.

Ohioview Acres

5. In 2003, Ohioview was formed for the purpose of constructing Ohioview Acres.

6. Ohioview Acres is an affordable housing development currently under construction in Stowe Township, Pennsylvania.

7. When completed, Ohioview Acres will consist of 181 Townhouses for rent and an additional ten houses for sale.

8. Prior to the beginning of construction, the existing affordable housing on the Ohioview Acres site was demolished.

9. In addition, the streets within the site were vacated and excavated.

10. The parcel on which the demolished housing existed comprising the old site was subdivided into a number of parcels of land.

Ohioview Acres Qualifies as a "New Residential Development" under Section 13.2.A of Duquesne Light's Tariff

11. Under its Tariff, Duquesne Light is required to pay the costs incurred during the construction and installation of facilities for New Residential Developments. See Duquesne Light Company Schedule of Rates, Tariff Nos. 13.2B and 13.2 C(6) (Exhibit A).

12 Under the section of Duquesne Light's Tariff regarding New Residential Developments, a "Development" is defined as follows:

> A planned project which is developed by a developer/Applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric services to such project necessitates extending the Company's existing distribution lines.

See Tariff No. 13.2 A.

13. The Ohioview Acres project meets all of the elements of the foregoing definition:

a) Ohioview Acres is a "planned project";

b) developed by a developer,

c) set out in a recorded plot plan of five or more adjoining unoccupied lots;

d) for the development of single family residences, detached or otherwise, or mobile homes and one or more five unit apartment houses;

e) all of which are intended for year-round occupancy; and

f) the project necessitates extending Duquesne Light's existing distribution lines.

14. Although subsection 13.2 A does not define what constitutes a "New" development, Ohioview Acres satisfies that criterion because the project involves the construction of 181 new rental townhouses and ten townhouses for sale to private owners, on vacant land that has been subdivided with new lot lines, streets and rights of way.

Duquesne Light's Refusal to Classify Ohioview Acres as a "New Residential Development"

15. Prior to beginning construction, the Plaintiff supplied Duquesne Light with a copy of the project subdivision plan, identifying boundaries and any necessary easements or rights of way, as required under subpart 13.2.C(1).

16. The Plaintiff also advised Duquesne Light that it would comply with subpart 13.2.C(2)'s requirement that the Plaintiff clear and grade the installation area.

17. On July 7, 2004, the Plaintiff's attorneys sent a letter to Duquesne Light, requesting that Ohioview Acres be treated as a New Residential Development under Tariff No.

13.2. See July 7, 2004 letter to John E. Kahlil, Project Manager from Clifford B. Levine, Esquire (Exhibit B)

18. On August 14, 2004, Duquesne Light responded with a letter setting forth its refusal to designate the project as New Residential Development. In that letter, counsel for Duquesne Light erroneously concluded that Ohioview Acres was "an existing development under construction for modernization" rather than "new construction." See August 17, 2004 letter from Jody Noble, Esquire, of Duquesne Light. (Exhibit C).

19. Following this August 14, 2004 letter, Duquesne Light demanded a deposit of $253,416.73 to install the underground distribution and supply lines for Ohioview Acres.

20. The Plaintiff refused to sign the contract with Duquesne Light for the installation of the underground distribution and supply lines.

21. However, in order to keep the project on schedule, while reserving its right to challenge Duquesne Light's erroneous determination regarding the status of Ohioview Acres, the Plaintiff paid the $253,416.73 deposit to Duquesne Light.

22. Because Ohioview Acres qualifies as a New Residential Development, the Plaintiff is entitled to a refund of its $253,416.73 deposit.

WHEREFORE, Plaintiff, Ohioview Infrastructure, Inc., by its counsel, requests that the Pennsylvania Public Utility Commission approve this Complaint and declare that: (a) Ohioview Acres qualifies as a New Residential Development under the Duquesne Light Tariff No. 13.2, (b) Duquesne Light's Application of its tariff violated 66 Pa. C.S. § 1303 and 1304, (c) Duquesne Light is required to refund the $253,416.73 deposit to Ohioview Infrastructure, Inc. including the permitted statutory interest, (d) Ohioview Infrastructure, Inc. is entitled to whatever other relief is deemed just and equitable, and (e) Ohioview Infrastructure, Inc. be awarded all attorneys' fees and costs.

Respectfully submitted,

THORP REED & ARMSTRONG, LLP

Clifford B. Levine

Clifford B. Levine
Pa. I.D. #33507
David J. Montgomery
Pa. I.D. #78874
Firm I.D. No. #282
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425
(412) 394-7763

Counsel for Plaintiff, Ohioview Infrastructure, Inc.

VERIFICATION

I, Ralph A. Falbo, of the OHIOVIEW INFRASTRUCTURE, INC., state that the averments of fact set forth in the foregoing COMPLAINT OF OHIOVIEW INFRASTRUCTURE, INC. FOR DECLARATORY RELIEF CONCERNING THE APPLICATION OF DUQUESNE LIGHT COMPANY TARIFF NO. 13.2 are true and correct to the best of my knowledge, information, and belief.

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

Date: April 10, 2006

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

A. Definitions

The following words and terms, when used in this rule shall have the following meanings, unless the text clearly indicates otherwise.

(1) **Applicant for Electric Service** - The developer of a recorded plot plan consisting of five or more lots, or of one or more five-unit apartment houses.

(2) **Developer** - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric service to such project necessitates extending the Company's existing distribution lines.

(4) **Distribution line** - An electric supply line of untransformed voltage which delivers energy to one or more service lines.

(5) **Service line** - An electric supply line of transformed voltage which delivers service to a residence or building as described in the Company's Construction Standards.

(6) **Subdivider** - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.

(7) **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric delivery service to such subdivision necessitates extending the Company's existing distribution lines.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

B. Installation of Distribution and Service Lines

Distribution and service lines installed under an application for electric service within a development will be installed underground, will conform to the Company's construction standards, the Pennsylvania PUC regulation 57.26 of Title 52 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and will be owned and maintained by the Company. Pad-mounted transformers will be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent as the developer may authorize. Installation of service-related Company facilities will be performed by the Company or by another agent as the Company may authorize. Street-lighting lines installed then or thereafter within the same development will also be installed underground, upon terms and conditions prescribed elsewhere in the Company's tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this rule shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges to the developer other than those specified in C(4) of this rule will be charged.

C. Applicants for Electric Service

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

C. Applicants for Electric Service - (Continued)

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.

(4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan or final grade elevations by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.

(c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) of this rule shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) will be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

D. Installing Distribution Lines Beyond Boundary of Development

Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant. However, the developer must provide the excavating and backfilling.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

E. Classification of Charges

Amounts the Company receives under paragraph C(4) (relating to applicant for electric service) will be credited to Contributions in Aid of Construction.

F. Exceptions

(1) Whenever the Company or any affected person believes that the application of the tariff rule works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, the Company or persons may request an exception from the underground requirements of paragraphs A through E of this rule (relating to definitions, installation of distribution and service lines, applicant for electric service, installing distribution lines beyond boundary of development, and calculation and classification of charges) by providing the Pennsylvania Public Utility Commission with the following:

(a) A copy of the recorded plot plan of the development for which the exception is being sought.

(b) A letter petition setting forth:

(i) the name of the applicant

(ii) the location and size of the development involved

(iii) the names of the electric utility and telephone utility which will provide service to that development

(iv) the date on which construction began or will begin; whether the development is a new development or one phase in a development to be completed in several phases, and whether facilities in the area surrounding the development have been installed underground or overhead.

(2) Upon the filing of an exception request, the Pennsylvania Public Utility Commission (Commission) Staff will notify the utilities involved and the appropriate local government authority, review the facts stated in the request, and issue to the applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within 180 days of the period shall result in the automatic denial of the request.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

F. Exceptions - (Continued)

(3) A public utility or any affected person may appeal the informal decision rendered by Commission Staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing. All appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

(4) If an exception request initiated by an applicant for electric service is granted, and the applicant thereafter desires underground electric service, then paragraphs B and C (relating to installation of distribution and service lines and applicant for electric service) will apply as if no exception had been granted.

G. Applicability

This rule shall apply to applications for service to developments, which are filed with the Company after June 30, 1984.

H. Subdivisions

Underground facilities in new residential developments are only required by paragraphs A through G (relating to underground electric service in new residential developments) when a bona fide developer exists, that is, only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. Should the lot owner or owners in a subdivision desire underground service, the service will be provided by the Company if the lot owner or owners, at their option, either comply with paragraph C (relating to applicants for electric service) or pays to the Company charges that are contained in the Company's tariff for underground electric service not required by this rule

13.3 BUILDING ENERGY CONSERVATION STANDARDS FOR RECEIPT OF UTILITY SERVICE FOR RESIDENTIAL BUILDINGS Pursuant to the requirements of amended Pa. Code §69.101 through §69.107, the following provisions are incorporated in this Tariff:

The Company must receive proof of compliance with, or exemption from, the insulation standards set forth in the Building Energy Conservation Act (Act 222) prior to providing electric service for any purpose, including temporary electric service for residential building construction purposes, to (1) new residential buildings, (2) additions to existing residential buildings, and (3) renovated residential buildings located in municipalities that have not elected to administer Act 222.

Proof of compliance shall be made by furnishing the Company with a "Notice of Intent to Construct" form certified by Pennsylvania's Department of Community Affairs.

Upon request, the Company will provide information and the required forms for compliance with Act 222.

THORP REED & ARMSTRONG

ATTORNEYS AT LAW SINCE 1895

Clifford B. Levine
Direct Dial 412 394 2396
Email clevine@thorpreed.com

July 7, 2004

John E. Kahlil, Project Manager
Duquesne Light Company
2601 Preble Avenue
Pittsburgh, PA 15233

Re: Ohioview Acres

Dear Mr. Kahlil:

I am writing to follow up on one of the issues addressed at the June 24, 2004 meeting regarding the above-referenced project. We discussed the fact that Duquesne Light Company ("DQE") will install the distribution and service lines for underground electric service at its own expense for projects that are deemed to be New Residential Developments. In the section of DQE's Tariff regarding the provision of Underground Electric Service in New Residential Developments, a "Development" is defined as follows:

> A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric services to such project necessitates extending the Company's existing distribution lines.

Tariff No. 13.2.A ("Definitions") (attached hereto as Tab A). The Ohioview Acres project appears meet all of the elements of the foregoing definition. Moreover, although subsection 13.2.A does not define what constitutes a "New" development, Ohioview Acres would satisfy that criterion because the project involves the construction of 181 new townhouses on what is currently vacant land.

I understand that Pennrose/Falbo has already supplied DQE with a copy of the project subdivision plan, identifying boundaries and any necessary easements or rights of way, as required under subpart 13.2 C(1). Pennsrose/Falbo also stands ready to comply with subpart 13.2.C(2)'s requirement that the applicant clear and grade the installation area. Accordingly, pursuant to Tariff 13.2, Penrose/Falbo would expect DQE to install the underground distribution and supply lines for Ohioview Acres at its expense, with the exception of any necessary excavation or backfilling tasks, which would be accomplished by Mistick Construction Company, the project's contractor.

Please let us know if DQE agrees that the project should be deemed a New Residential Development under Tariff No. 13.2. If DQE disputes Tariff No. 13.2's application to

Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425
412 394 7711
412 394 2555 Fax

THORP REED & ARMSTRONG

Ohioview Acres, please identify the Tariff provisions and any other authority that supports its position. Thank you for your attention to these requests.

Very truly yours,

Clifford B. Levine

Enclosure

cc: Ralph A. Falbo (w/enclosure)
Glenn Worgan (w/enclosure)
Patrick M. Gallagher (w/enclosure)

Duquesne Light
A DQE Company

Jody Noble
Assistant General Counsel

Law Department
411 Seventh Avenue, 8-2
Pittsburgh, PA 15219

Tel 412.393.1196
Fax 412.393.1418
jnoble@duqlight.com

August 17, 2004

Clifford B. Levine, Esq.
Thorp Reed & Armstrong
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

Re: Ohioview Acres

Dear Mr. Levine:

Your letter dated July 7, 2004 has been forwarded to me for response.

As Duquesne Light Company's John Khalil stated at the June 24th meeting, Ohioview Acres is not a new residential development but is simply an existing development under construction for modernization. In support of DLC's position I have attached a page from Allegheny County Housing Authority's web page describing this modernization project, including the Ohioview Acres Modernization History from August 1993 through Spring 2004. Hope VI Modernization at Ohioview Acres involves the redevelopment of an existing residential development with existing infrastructure and clearly, is not a new residential development.

In addition, DLC had distribution lines in place serving Ohioview Acres. As such, Section 9(B), Relocation of Facilities, is the operable provision of DLC's Tariff and provides:

> "When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section A of this Rule, will be performed by the Company upon receipt, in advance, of the Company's estimated total direct and indirect costs including the related income tax of such relocations from the customer or such third party."

Section 13.1(A), Underground Distribution, of DLC's Tariff goes on to require:

AUG 19 2004

When the Company is required by governmental order or enters into agreements with redevelopment authorities, a private real estate developer or a group of customers to change its distribution supply lines from overhead to underground, customers receiving or to receive electric service at voltages of 600 volts or less from these supply lines shall provide at their own expense the necessary facilities for receiving such underground service."

We trust this answers your questions concerning the difference between service to new residential developments versus relocation of existing facilities. If you have any additional questions, please give me a call.

Very truly yours,

Jody Noble
Assistant General Counsel

Enclosure

Cc: Marty Ryan
John Kahlil

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GROVETON HOUSING PARTNERSHIP, LP,	)	
Complainant,	)	
v	)	Docket No. C-20066236
DUQUESNE LIGHT COMPANY,	)	
Respondent.	)	

ANSWER

TO THE HONORABLE COMMISSION:

AND NOW comes the Respondent, Duquesne Light Company, by and through its attorney, Regina M. Sestak, and files the within Answer of which the following is a statement

Cover Letter

No response is required to Complainant's cover letter. However, to the extent that said cover letter requests that this Formal Complaint be joined with the Formal Complaint of Ohioview Infrastructure, Inc. against Respondent which is docketed at Public Utility Commission (PUC) Docket No. C020066233, Respondent joins in this request

WHEREFORE, Respondent requests that these Formal Complaints be joined in accordance with Commission Regulation 5.23(a), 52 Pa. Code §5.23(a)

DOCUMENT FOLDER

DOCKETED
APR 0 4 2007

Identification Sheet:

No response is required to Complainant's Identification Sheet, which is in the form prescribed by Rule 198.6 of the Allegheny County Court of Common Pleas Rules of Civil Procedure

Complaint:

To the extent that Complainant's averment that it is filing for "Declaratory Relief Concerning the Application of Duquesne Light Company Tariff No. 13.2 and Refund Pursuant to 66 Pa. C.S.A. §1312," characterizes this Formal Complaint, no response is required.

The Parties

1. Admitted.

2. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that it is a land developer and general contractor, and this averment is therefore denied.

3. Complainant's averment concerning the names and addresses of its attorneys is admitted to the extent that said attorneys have entered their appearance for Complainant in this matter in accordance with Commission Regulation 1.24(b)(1), 52 Pa. Code §1.24(b)(1).

4. Admitted.

Groveton Village

5. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Complainant's averment that Complainant constructed Groveton

Village, an affordable housing development located in the Township of Robinson, Pennsylvania in 2001 and 2002, and this averment is therefore denied.

6. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "[t]n the course of construction of Groveton Village, the existing 100 unit barracks-style public housing was demolished," and this averment is therefore denied.

7. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averments that the streets within Groveton Village were vacated and excavated and replaced with a new pattern of streets, and these averments are therefore denied.

8. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "the Partnership then constructed sixty-nine townhouse units of affordable housing in twenty four buildings," and this averment is therefore denied.

9. Admitted.

10. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that in the course of the project the site was resubdivided into new parcels of land, and this averment is therefore denied.

Groveton Village Qualifies as a "New Residential Development" Under Section 13.2.A of Duquesne Light's Tariff

11 Complainant's averment, "[a]s required by the Public Utility Code, Duquesne Light has filed a Tariff with the Public Utility Commission ("the PUC"), is admitted.

Complainant's averment, "See Duquesne Light Company Schedule of Rates, Tariff Nos. 13.2B and 13.2C(6) (Exhibit A)" is an apparent reference to the attached document labeled Exhibit A. If so, the authenticity of said tariff provisions are admitted. By way of further response, a complete copy of Respondent's Tariff Rule 13.2 is attached hereto, incorporated herein, and marked Exhibit 1.

12 Complainant's averment that, under its Tariff, Respondent is required to pay the costs incurred during the construction and installation of facilities for "New Residential Developments" is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is an inaccurate summary of the Tariff Rules in question, in that it fails to note circumstances under which a developer may incur costs. Further, as discussed more fully below in Paragraph 14(f), said Tariff Rules do not apply to the development in question.

13 Complainant's averment regarding the definition of a "Development" in Respondent's Tariff, ELECTRIC - PA P.U.C. No. 23, Rule 13.2 A. (3), is admitted.

14 Complainant's averment, "[t]he Groveton Village development meets all of the elements of the foregoing definition," is a statement of opinion

and/or conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is denied, as is discussed more fully under (f) below

a) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Groveton Village is a "planned project," and this averment is therefore denied.

b) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the Groveton Village development is being developed by a developer, and this averment is therefore denied.

c) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "set out in a recorded plot plan of five or more adjoining unoccupied lots," and this averment is therefore denied.

d) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Groveton Village contains single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, and this averment is therefore denied.

e) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the Groveton Village homes are intended for year-round occupancy, and this averment is therefore denied.

f) Complainant's averment, "the project necessitates extending Duquesne Light's existing distribution lines" is denied. On the contrary, the tract of land in question was being served through Respondent's existing distribution system prior to Complainant's development.

15 Complainant's averment, 'subsection 13.2.A does not define what constitutes a "New" development,' is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is denied as stated. On the contrary, although the term "new" development is not explicitly defined, the definition of "Development" in Rule 13.2 A(3) clearly indicated that, inter alia, a development under Rule 13.2 is one to which Respondent's existing distribution lines must be extended.

Complainant's averment that the Groveton Village project satisfies the criterion for a "New" development is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is is denied. On the contrary, as noted above in Paragraph 13(f), the tract of land in question was being served through Respondent's existing distribution system prior to Complainant's development.

After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "the project involves the construction of sixty-nine new townhouse units of affordable housing in twenty-four buildings on vacant land that has been subdivided with new lot lines, streets and rights of way," and this averment is therefore denied.

16 Complainant's averment, "[p]rior to beginning construction of Groveton Village, the Partnership supplied Duquesne Light with a copy of the project subdivision plan, identifying boundaries and any necessary easements or rights of way as required under subpart 13.2.C (1)," is admitted.

17 Complainant's averment that it advised Respondent that it would comply with subpart 13.2.C (2)'s requirement that Complainant would clear and grade the installation area is admitted.

Duquesne Light's Improper Charges for the Installation of Underground Facilities at Groveton Village

18. Complainant's averment, "[o]n March 27, 2002, Duquesne Light submitted a cost estimate to Mistick Construction, the general contractor acting on behalf of the Partnership, for the cost of installing the underground electric facilities (and the removal of existing overhead lines) at Groveton Village," is admitted.

Complainant's averment, "[s]ee Exhibit B" is an apparent reference to Complainant's Exhibit B, which is a copy of the above-mentioned letter. If so, the authenticity of said document is admitted.

19 Complainant's averment, "[t]he cost estimate required the payment of $117,590.05," is admitted.

20 Complainant's averment, "[t]he Partnership paid Duquesne Light the $117,590.05," is admitted.

21. Complainant's averment, "[b]ecause Groveton Village qualifies as a New Residential Development, Duquesne Light erred in the Application of its Tariff when it required the Partnership to pay the $117,590.05 payment for the installation of the underground facilities," is a conclusion of law to which no response is required.

22 Complainant's averment that, pursuant to 66 Pa. C.S.A. §1312, Complainant is entitled to a refund of its $117,590.05 payment with interest is a conclusion of law to which no response is required. To the extent that a response is appropriate, for reasons set forth more fully above, Respondent's Tariff Rule 13.2 does not apply to Groveton Village and Complainant is therefore not entitled to a refund of its payment.

AFFIDAVIT

I, Michael S. Thomas, being duly sworn according to law depose and say that I am authorized to make this affidavit on behalf of Duquesne Light Company being the holder of the office of Director of Work Management with that corporation, and that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief and Duquesne Light Company expects to be able to prove the same at any hearing hereof.

Michael S. Thomas

Sworn and subscribed before me this 15th day of May, 2006.

Tiffany Jane Hammer
Notary Public

My Commission Expires October 6, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Jane Hammer, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 6, 2007
Member, Pennsylvania Association of Notaries

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GROVETON HOUSING PARTNERSHIP, LP,	)	
Complainant,	)	
v	)	Docket No. C-20066236
DUQUESNE LIGHT COMPANY,	)	
Respondent.	)	

CERTIFICATE OF SERVICE

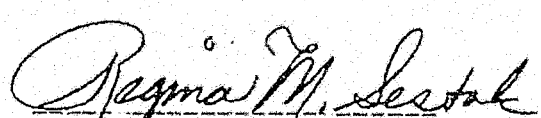
I hereby certify that I have this day served a true copy of the foregoing document upon the participant listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant)

Groveton Housing Partnership, LP
230 Wyoming Avenue
Kinston, PA 18704

Clifford B. Levine
Attorney at Law
Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

David J. Montgomery
Attorney at Law
Thorp Reed & Armstrong, L
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

Dated this 15th day of May, 2006.



Regina M. Sestak
Pa. I.D. # 23632
Duquesne Light Company
411 Seventh Avenue
Mail Drop 8-2
Pittsburgh, PA 15219
Telephone: (412) 393-1196
FAX (412) 393-1418

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JAN 18 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

OHIOVIEW INFRASTRUCTURE, INC.	)	
	)	
Complainant,	)	
	)	
v.	)	Docket No C-20066233
	)	
DUQUESNE LIGHT COMPANY,	)	
	)	
Respondent	)	

ANSWER

TO THE HONORABLE COMMISSION:

AND NOW comes the Respondent, Duquesne Light Company, by and through its attorney, Regina M. Sestak, and files the within Answer of which the following is a statement:

Cover Letter:

No response is required to Complainant's cover letter. However, to the extent that said cover letter requests that this Formal Complaint be joined with the Formal Complaint of Groveton Housing Partnership, LP against Respondent which is docketed at Public Utility Commission (PUC) Docket No C020006236, Respondent joins in this request.

WHEREFORE, Respondent requests that these Formal Complaints be joined in accordance with Commission Regulation 5 23(a), 52 Pa Code §5 23(a)

DOCUMENT FOLDER

DOCKETED
APR 04 2007

Identification Sheet:

No response is required to Complainant's Identification Sheet, which is in the form prescribed by Rule 198.6 of the Allegheny County Court of Common Pleas Rules of Civil Procedure.

Complaint:

To the extent that Complainant's averment that it is filing for "Declaratory Relief Concerning the Application of Duquesne Light Company Tariff No. 13.2 and Refund Pursuant to 66 Pa. C.S.A. §1312," characterizes this Formal Complaint, no response is required.

The Parties

1. Admitted. However, by way of further response, based upon documents of record with the Pennsylvania Department of State Corporation Bureau, Respondent believes and therefore avers that Complainant's registered office address is 1 Liberty Place, 1650 Market Street, Suite 3810, Philadelphia, PA 19103.

2. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that it is a land developer and general contractor, and this averment is therefore denied.

3. Complainant's averment concerning the names and addresses of its attorneys is admitted to the extent that said attorneys have entered their appearance for Complainant in this matter in accordance with Commission Regulation 1.24(b)(1), 52 Pa. Code §1.24(b)(1).

4. Admitted.

Ohioview Acres

5. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Ohioview was formed in 2003 for the purpose of constructing Ohioview Acres, and this averment is therefore denied. By way of further response, documents of record with the Pennsylvania Department of State Corporation Bureau indicate that Complainant was created on February 24, 2004.

6. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Ohioview Acres is an affordable housing development currently under construction in Stowe Township, Pennsylvania, and this averment is therefore denied.

7. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averments that when completed Ohioview Acres will consist of 181 townhouses for rent and an additional ten houses for sale, and these averments are therefore denied.

8. Complainant's averment that the existing housing on the Ohioview Acres site was demolished prior to the beginning of construction is admitted. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's characterization of said housing as "affordable," and this averment is therefore denied.

9. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "the streets within the site were vacated and excavated," and this averment is therefore denied

10. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the parcel on which the demolished housing existed which comprised the old site was subdivided into a number of parcels of land, and this averment is therefore denied.

Ohioview Acres Qualifies as a "New Residential Development" Under Section 13.2.A of Duquesne Light's Tariff

11. Complainant's averment, "[u]nder its Tariff, Duquesne Light is required to pay the costs incurred during the construction and installation of facilities for New Residential Developments," is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is inaccurate summary of the Tariff Rules in question, in that it fails to note circumstances under which a developer may incur costs. Further, as discussed more fully below in Paragraph 13(f), said Tariff Rules do not apply to the development in question.

Complainant's averment, "See Duquesne Light Company Schedule of Rates, Tariff Nos. 13.2B and 13.2C(6) (Exhibit A)" is an apparent reference to the attached document labeled Exhibit A. If so, the authenticity of said tariff provisions are admitted. By way of further response, a complete copy of

Respondent's Tariff Rule 13.2 is attached hereto, incorporated herein, and marked Exhibit 1.

12. Complainant's averment regarding the definition of a "Development" in Respondent's Tariff, ELECTRIC - PA P.U.C. No. 23, Rule 13.2.A.(3) is admitted.

13. Complainant's averment, "[t]he Ohioview Acres project meets all of the elements of the foregoing definition," is a statement of opinion and/or conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is denied, as is discussed more fully under (f) below.

a) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Ohioview Acres is a "planned project," and this averment is therefore denied.

b) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the Ohioview Acres project is being developed by a developer, and this averment is therefore denied.

c) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "set out in a recorded plot plan of five or more adjoining unoccupied lots," and this averment is therefore denied.

d) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that Ohioview Acres contains single family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, and this averment is therefore denied.

e) After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the Ohioview Acres homes are intended for year-round occupancy, and this averment is therefore denied.

f) Complainant's averment, "the project necessitates extending Duquesne Light's existing distribution lines" is denied. On the contrary, the tract of land in question was being served through Respondent's existing distribution system prior to Complainant's development.

14. Complainant's averment, 'subsection 13.2.A does not define what constitutes a "New" development,' is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is denied as stated. On the contrary, although the term "new" development is not explicitly defined, the definition of "Development" in Rule 13.2 A(3) clearly indicated that, inter alia, a development under Rule 13.2 is one to which Respondent's existing distribution lines must be extended.

Complainant's averment that the Ohioview Acres project satisfies the criterion for a "New" development is a conclusion of law to which no response is required. To the extent that a response may be appropriate, this averment is is denied. On the contrary, as noted above in Paragraph 13(f), the tract of land in question was being served through Respondent's existing distribution system prior to Complainant's development.

After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment, "the project involves the construction of 181 new rental townhouses and ten townhouses for sale to private owners," and this averment is therefore denied.

After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the vacant land been subdivided with new lot lines, street and rights of way, and this averment is therefore denied. By way of further response, prior to Complainant's development, this tract of land was not vacant but was occupied by structures to which Respondent was providing service through its existing distribution system. Complainant's actions in razing said structures and constructing new structures in their place did not necessitate Respondent extending its distribution system. Rather, said razing and construction required Respondent to make changes to its existing distribution system. Such changes are made at the expense of the entity requesting them in accordance with Respondent's Tariff Rules 7, 9, and 13.1. Copies of said

Tariff Rules are attached hereto, incorporated herein, and marked Exhibits 2, 3, and 4, respectively.

Duquesne Light's Refusal to Classify Ohioview Acres as a "New Residential Development"

15. Complainant's averment, "[p]rior to beginning construction, the Plaintiff supplied Duquesne Light with a copy of the project subdivision plan, identifying boundaries and any necessary easements or rights of way as required under subpart 13.2.C (1)," is admitted.

16. Complainant's averment that it advised Respondent that it would comply with subpart 13.2.C (2)'s requirement that Complainant would clear and grade the installation area is admitted.

17. Complainant's averment that its attorneys sent a letter to Respondent on July 7, 2004, "requesting that Ohioview Acres be treated as a New Residential Development under Tariff No. 13 2." is admitted, to the extent that Respondent's Project Manager, John E. Kahlil received said letter from Complainant's attorneys.

Complainant's averment, "[s]ee July 7, 2004 letter to John E. Kahlil, Project Manager from Clifford B. Levine, Esquire (Exhibit B)" is an apparent reference to Complainant's Exhibit B, which is a copy of the above-mentioned letter. If so, the authenticity of said document is admitted.

18. Complainant's averment that Respondent responded with a letter on August 14, 2004, is denied as stated. By way of further response, Respondent's attorney, Jody Noble, Assistant General Counsel, responded to Clifford B. Levine, Esquire, by letter dated August 17, 2004.

Complainant's averment, "setting forth its refusal to designate the project as New Residential Development," is admitted. By way of further response, Respondent's Assistant General Counsel, Jody Noble, stated in said letter that the current modernization at Ohioview Acres "involves the redevelopment of an existing residential development with existing infrastructure and clearly, is not a new residential development."

Complainant's averment that Respondent's counsel concluded that Ohioview Acres is an "existing development under construction for modernization" rather than "new construction," is admitted. To the extent that this averment characterizes Attorney Noble's conclusion as "erroneous," it is a statement of opinion and/or conclusion of law to which no response is required. To the extent that a response is appropriate, it is denied that Attorney Noble's conclusion is erroneous for the reasons set forth above in Paragraphs 13 and 14, above.

Complainant's averment, "[s]ee August 17, 2004 letter from Jody Noble, Esquire of Duquesne Light (Exhibit C)" is an apparent reference to Complainant's Exhibit C, which is a copy of the above-mentioned letter. If so, the authenticity of said document is admitted.

19. Complainant's averment, "[f]ollowing this August 14, 2004 letter, Duquesne Light demanded a deposit of $253,416.73 to install the underground distribution and supply lines for Ohioview Acres," is denied. On the contrary, Respondent demanded $253,416.73, the estimate cost of performing the work requested in a letter to Patrick Gallagher of GAI Consultants, Inc., dated July

14, 2004, more that one month prior to the August 17, 2004 letter. A copy of said letter is attached hereto, incorporated herein and marked Exhibit 5.

20. Complainant's averment that it refused to sign the contract with Respondent for the installation of the underground distribution and supply lines is denied as stated. By way of further response, Respondent does not employ written contracts for the type of work in question. Instead, Respondent provides the cost estimate and performs the work after receipt of payment.

21. Complainant's averment,"[h]owever, in order to keep the project on schedule, while reserving its right to challenge Duquesne Light's erroneous determination regarding the status of Ohioview Acres," is a statement of opinion and/or conclusion of law to which no response is required.

Complainant's averment that it paid the $253,416.73 to Respondent is admitted.

Complainant's averment that characterizes this payment as a "deposit" is denied. On the contrary, said $253,416.73 was payment of Respondent's estimated cost of performing the work in question.

22. Complainant's averment, "[b]ecause Ohioview Acres qualifies as a New Residential Development, the Plaintiff is entitled to a refund of its $253,416.73 deposit," is a conclusion of law to which no response is required. To the extent that a response is appropriate, for reasons set forth more fully above, Respondent's Tariff Rule 13.2 does not apply to Ohioview Acres and Complainant is therefore not entitled to a refund of its $253,416.73 payment which, as noted above, was not a "deposit."

WHEREFORE, Respondent requests that after reasonable investigation and hearing the Complaint be dismissed.

Respectfully submitted,

DUQUESNE LIGHT COMPANY
By Counsel:



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Pa. I.D. # 23632
Duquesne Light Company
411 Seventh Avenue, 8-2
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RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

A. Definitions

The following words and terms, when used in this rule shall have the following meanings, unless the text clearly indicates otherwise.

(1) **Applicant for Electric Service** - The developer of a recorded plot plan consisting of five or more lots, or of one or more five-unit apartment houses.

(2) **Developer** - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric service to such project necessitates extending the Company's existing distribution lines.

(4) **Distribution line** - An electric supply line of untransformed voltage which delivers energy to one or more service lines.

(5) **Service line** - An electric supply line of transformed voltage which delivers service to a residence or building as described in the Company's Construction Standards.

(6) **Subdivider** - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.

(7) **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric delivery service to such subdivision necessitates extending the Company's existing distribution lines.



RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

B. Installation of Distribution and Service Lines

Distribution and service lines installed under an application for electric service within a development will be installed underground; will conform to the Company's construction standards, the Pennsylvania PUC regulation 57.26 of Title 52 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and will be owned and maintained by the Company. Pad-mounted transformers will be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent as the developer may authorize. Installation of service-related Company facilities will be performed by the Company or by another agent as the Company may authorize. Street-lighting lines installed then or thereafter within the same development will also be installed underground, upon terms and conditions prescribed elsewhere in the Company's tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this rule shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges to the developer other than those specified in C(4) of this rule will be charged.

C. Applicants for Electric Service

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

C. Applicants for Electric Service - (Continued)

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid, carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.

(4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan or final grade elevations by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.

(c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) of this rule shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) will be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

D Installing Distribution Lines Beyond Boundary of Development

Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant. However, the developer must provide the excavating and backfilling.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

E. Classification of Charges

Amounts the Company receives under paragraph C(4) (relating to applicant for electric service) will be credited to Contributions in Aid of Construction.

F. Exceptions

(1) Whenever the Company or any affected person believes that the application of the tariff rule works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, the Company or persons may request an exception from the underground requirements of paragraphs A through E of this rule (relating to definitions, installation of distribution and service lines, applicant for electric service, installing distribution lines beyond boundary of development, and calculation and classification of charges) by providing the Pennsylvania Public Utility Commission with the following:

(a) A copy of the recorded plot plan of the development for which the exception is being sought.

(b) A letter petition setting forth.

(i) the name of the applicant

(ii) the location and size of the development involved

(iii) the names of the electric utility and telephone utility which will provide service to that development

(iv) the date on which construction began or will begin, whether the development is a new development or one phase in a development to be completed in several phases; and whether facilities in the area surrounding the development have been installed underground or overhead.

(2) Upon the filing of an exception request, the Pennsylvania Public Utility Commission (Commission) Staff will notify the utilities involved and the appropriate local government authority, review the facts stated in the request, and issue to the applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within 180 days of the period shall result in the automatic denial of the request.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

F. Exceptions - (Continued)

(3) A public utility or any affected person may appeal the informal decision rendered by Commission Staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing. All appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

(4) If an exception request initiated by an applicant for electric service is granted, and the applicant thereafter desires underground electric service, then paragraphs B and C (relating to installation of distribution and service lines and applicant for electric service) will apply as if no exception had been granted.

G. Applicability

This rule shall apply to applications for service to developments, which are filed with the Company after June 30, 1984.

H. Subdivisions

Underground facilities in new residential developments are only required by paragraphs A through G (relating to underground electric service in new residential developments) when a bona fide developer exists, that is, only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. Should the lot owner or owners in a subdivision desire underground service, the service will be provided by the Company if the lot owner or owners, at their option, either comply with paragraph C (relating to applicants for electric service) or pays to the Company charges that are contained in the Company's tariff for underground electric service not required by this rule.

13.3 BUILDING ENERGY CONSERVATION STANDARDS FOR RECEIPT OF UTILITY SERVICE FOR RESIDENTIAL BUILDINGS Pursuant to the requirements of amended Pa. Code §69.101 through §69.107, the following provisions are incorporated in this Tariff:

The Company must receive proof of compliance with, or exemption from, the insulation standards set forth in the Building Energy Conservation Act (Act 222) prior to providing electric service for any purpose, including temporary electric service for residential building construction purposes, to (1) new residential buildings, (2) additions to existing residential buildings, and (3) renovated residential buildings located in municipalities that have not elected to administer Act 222.

Proof of compliance shall be made by furnishing the Company with a "Notice of Intent to Construct" form certified by Pennsylvania's Department of Community Affairs.

Upon request, the Company will provide information and the required forms for compliance with Act 222.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS

A. Definitions

For the purposes of this rule, the following definitions are applicable:

(1) **Contractor cost** - The amount paid to a contractor for work performed on a line extension.

(2) **Direct labor cost** - The pay and expenses of public utility employees directly attributable to work performed on line extensions, but does not include construction overheads or payroll taxes, workers' compensation expenses, or similar expenses.

(3) **Direct material cost** - The purchase price of materials used for a line extension, but does not include the related stores expenses. In computing direct material costs, proper allowance should be made for unused materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.

(4) **Total construction cost** - The contractor cost, direct labor cost, direct material cost, stores expense, construction overheads, payroll taxes, workers' compensation expenses, or similar expenses.

(5) **Current Year** - For purposes of calculating a revenue guarantee, current year shall be each consecutive period of 12 calendar months following the date permanent electric delivery service was first provided to a customer.

(6) **Income Tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction.

B. Overhead Areas

(1) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all single-phase overhead supply lines operating at 23,000 volts or less to the customer's property line without a guarantee of revenue.

(2) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all three-phase overhead supply lines, operating at 23,000 volts or less, which are usable as a part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer over a period of five years which is sufficient to recover the actual total construction cost of the three-phase overhead line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in aid of construction (CIAC) from the customer to recover the total cost of (C) (C)

(C) Indicates Change



RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

B. Overhead Areas - (Continued)

construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax. (C) (C)

(3) When the customer has a severe fluctuating or unbalanced load, or requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer and will not be included when determining the revenue guarantee amount.

C. Underground Areas

(1) In areas where the existing supply lines are underground outside the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all single-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the single-phase supply line extension is to supply electricity exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer, over a period of five years which is sufficient to recover the actual total contractor cost, direct labor cost and direct material cost for the full length of the single-phase underground line extension, less the estimated total contractor cost, direct labor cost, and direct material cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in aid of construction (CIAC) from the customer to recover the total cost of construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax. (C) (C)

(2) In areas where the existing supply lines are underground outside of the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all three-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer over a period of five years which is sufficient to recover the actual total construction cost of the three-phase underground line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of (C) (C)

(C) Indicates Change

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

C. Underground Areas - (Continued)

the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in aid of construction (CIAC) from the customer to recover the total cost of construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax. (C) (C)

(3) When the customer has a severe fluctuating or unbalanced load, or requests an alternate routing or a deviation from the Company's standard underground construction practices, the additional cost plus the related income tax will be borne by the customer and will not be included when determining the revenue guarantee amount.

D. Rights-of-Way

Before construction of a line extension, satisfactory rights of way and other necessary permits must be granted to the Company for the construction of the supply line extension along the route selected by the Company. The customer agrees to pay the Company any initial and recurring rights-of-way or license fees in excess of an amount normally incurred by the Company in constructing and maintaining the supply line extension.

E. Revenue Guarantees

The revenue guarantee amount shall be the estimated cost of the line extension. The annual revenue guarantee amount shall be the revenue guarantee amount, divided by the number of years in the guarantee period. (C)

The annual revenue guarantee amount will be reviewed yearly and will be adjusted to the minimum charges as provided in the applicable rate schedule on the following basis:

(1) When the total of the monthly Company delivery charges at the end of the current year is less than the annual revenue guarantee amount, a payment equal to the difference plus the related income tax where applicable shall be immediately due and payable. (C) (C)

(2) When the total of the monthly Company delivery charges within the number of years in the guarantee period, equals or exceeds the revenue guarantee amount, no further payments are required. Any prior payments in excess of the revenue guarantee amount will be refunded with accrued interest. (C)

(C) Indicates Change

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

E. Revenue Guarantees – (Continued)

(3) If an additional customer is served from the line extension, the revenue guarantee amount will be reduced to the cost of the line extension which is used exclusively to serve the single customer. If the cost of the line extension to serve the new customer would increase the revenue guarantee amount for an existing customer, the extension shall be considered as a new line extension.

(4) In the event the customer discontinues or cancels service before the end of the guarantee period, the balance of the revenue guarantee amount plus the related income tax where applicable shall be immediately due and payable.

F. Contributions in Aid of Construction (C)

The Contribution in Aid of Construction (CIAC) will be refunded to the customer over the five-year revenue guarantee period to the extent that the revenue from the customer satisfies the revenue guarantee.

(1) When the total of the monthly Company delivery charges at the end of the current year is greater than or equal to one-fifth of the CIAC, a refund of one-fifth of the CIAC will be made to the customer.

(2) When the total of the monthly Company delivery charges at the end of the current year is less than one-fifth of the CIAC, a refund of one-fifth of the CIAC less the revenue shortfall will be made to the customer.

(3) At the end of the five-year revenue guarantee period, a final reconciliation of delivery charges during the period will be made against the CIAC. If the total delivery charges paid exceed or equal the original CIAC, any remaining CIAC will be returned to the customer. If the total delivery charges paid are less than the original CIAC, the remaining CIAC will be retained by the Company

8. CONNECTION CHARGES The Company reserves the right to make a reasonable charge including the related income tax, payable in advance, for service lines and for equipment installed for the exclusive use of a customer which exceed Company established standards described in the Company's "Electric Service Installation Rules."

(C) Indicates Change

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

9. RELOCATIONS OF FACILITIES

A. Pole Removal or Relocation for Residential Customers

When requested by a residential property owner who is not otherwise entitled to receive condemnation damages to cover the cost of the pole removal or relocation or who is not requesting a pole removal or relocation as the result of damages caused by the intentional or negligent conduct of any party, the Company will when it is practicable, subject to the execution and receipt of required easements, licenses or municipal permits, remove or relocate a pole or poles and associated attachments, upon receipt, in advance, of the Company's estimated contractor or direct labor and direct material costs associated with the particular pole removal or relocation, less any maintenance expenses avoided as a result of the pole removal or relocation

For purposes of this Rule, the following definitions are applicable:

(1) **Contractor costs** - Amount paid by the utility to a contractor for work performed on a pole removal or relocation.

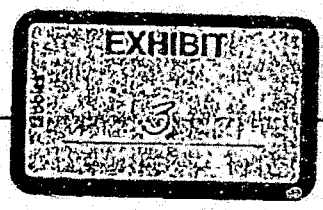
(2) **Direct labor costs** - Includes pay and expenses of public utility employees directly attributable to work performed on pole removals or relocations. Excludes payroll taxes, workmen's compensation, similar items of expense and construction overhead costs.

(3) **Direct materials costs** - Includes the purchase price of materials used in performing a pole removal or relocation and excludes the related stores expenses. Proper allowance shall be made for unused materials, and materials recovered from temporary structures, and for discounts allowed and realized in purchase of materials.

(4) **Income tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction.

B. Other Company Facilities for all Customers

When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section A of this Rule, will be performed by the Company upon receipt, in advance, of the Company's estimated total direct and indirect costs including the related income tax of such relocations from the customer or such third party. The Company may waive charges under this rule if, in the Company's judgment, the location of the Company's existing supply line and/or service line on the customer's property restricts the growth of the customer's operations and the potential increase in the Company's revenues.



RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

10. **ONE SERVICE OF A KIND** Only one service of each type as to voltage and phase will be provided to a customer under one contract, provided, however, that when, in the judgment of the Company, compliance with Rule No. 17, Fluctuations and Unbalances, may be most economically effected by establishing a separate service connection for a portion of the customer's load, such separate service connection may, at the option of the customer, be combined, notwithstanding similarity as to voltage and phase, with other service connections under a single contract for the customer's entire electric delivery service requirements at the affected location. Electric service at different premises, regardless of voltage or phase, shall never be combined for billing under one account for the purpose of reducing Company charges.

11. **METER SUPPORTS** The customer shall provide on the premises, at a location satisfactory to the Company, proper space, supports, and enclosures for metering equipment

12. **TRANSFORMERS AND CONTROL EQUIPMENT** Where, in the judgement of the Company, it is necessary to install transformers and other control or protective equipment on the customer's premises, the customer shall provide a suitable place, foundation and housing for such installation, in accordance with the Company's "Electric Service Installation Rules."

13. **CUSTOMER'S FACILITIES** The installation and maintenance of the customer's wiring and equipment shall be in accordance with the Company's "Electric Service Installation Rules" and shall be subject to the approval of the proper authorities. The Company is not required to provide electric service thereto unless so approved, but does not assume any responsibility for securing such approval. The Company shall not be liable for damages or injuries resulting from any defects in the customer's wiring or equipment.

13.1 **UNDERGROUND DISTRIBUTION**

A. When the Company is required by governmental order or enters into agreements with redevelopment authorities, a private real estate developer or a group of customers to change its distribution supply lines from overhead to underground, customers receiving or to receive electric service at voltages of 600 volts or less from these supply lines shall provide at their own expense the necessary facilities for receiving such underground service.

B. **Underground Service Lines from Overhead Supply Lines**

(1) **Service Line Voltages Under 600 Volts.**

(a) Where an underground service line is installed from the Company's overhead, street secondary supply lines, the customer shall furnish and install all conductors and conduit in accordance with the Company's "Electric Service Installation Rules."

(2) **Service Line Voltages Over 600 Volts.**

(a) Where the Company's supply lines are overhead, the customer shall furnish and install all conduits or ducts for the underground primary service line within the street area as well as all necessary conduit, ducts, manholes and junction boxes on private property in accordance with the Company's "Electric Service Installation Rules."



2601 Preble Ave
Pittsburgh, Pa 15233

July 14, 2004

Mr. Patrick Gallagher
GAI Consultants Inc.
570 Beatty Rd.
Monroeville, Pa. 15146

Re: Revised Cost Estimate
Ohioview Acres
Stowe Twp , Pa

Dear Patrick:

Thank you for giving Duquesne Light the opportunity to serve your electric needs.

We have revised our design per your request at the July 7, 2004 meeting. The revised cost estimate will keep the remaining overhead in the vicinity of the existing high-rise. The overhead wires will then terminate into the proposed underground facilities per your request. The former overhead facilities were removed this past winter under a prior job to allow for the rebuilding of Ohioview Acres. This revised cost estimate provides for some additional savings by allowing the overhead conductors to remain. The estimate also does not include the material cost for the requested URD transformers. This cost was eliminated from the estimate so that this project could move forward as provided for in your budget.

The revised customer cost is $253,416.73.

Since you will be requiring work soon, please forward a check, payable to Duquesne Light Company, to my attention at the following address.

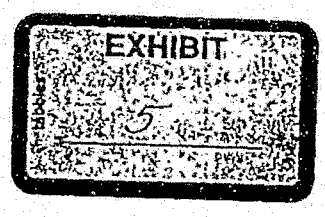
2601 Preble Ave.
Pittsburgh, Pa. 15233

These costs will remain in effect until Jan 15, 2005, after which time we will need to reevaluate this cost.

If you have any questions concerning this cost estimate, please call me at 412-393-8013.

Sincerely,

John E. Khalil
Project Manager



AFFIDAVIT

I, Michael S. Thomas, being duly sworn according to law depose and say that I am authorized to make this affidavit on behalf of Duquesne Light Company being the holder of the office of Director of Work Management with that corporation, and that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief and Duquesne Light Company expects to be able to prove the same at any hearing hereof.

Michael S. Thomas

Michael S. Thomas

Sworn and subscribed before me this 15th day of May, 2006.

Mary Jane Hammer

Notary Public

My Commission Expires October 6, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Jane Hammer, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 6, 2007
Member, Pennsylvania Association of Notaries

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

OHIOVIEW INFRASTRUCTURE, INC., Complainant,	)	
v.	)	Docket No. C-20006233
DUQUESNE LIGHT COMPANY, Respondent.	)	

CERTIFICATE OF SERVICE

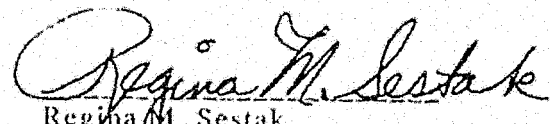
I hereby certify that I have this day served a true copy of the foregoing document upon the participant listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant).

Ohioview Infrastructure, Inc.
230 Wyoming Avenue
Kinston, PA 18704

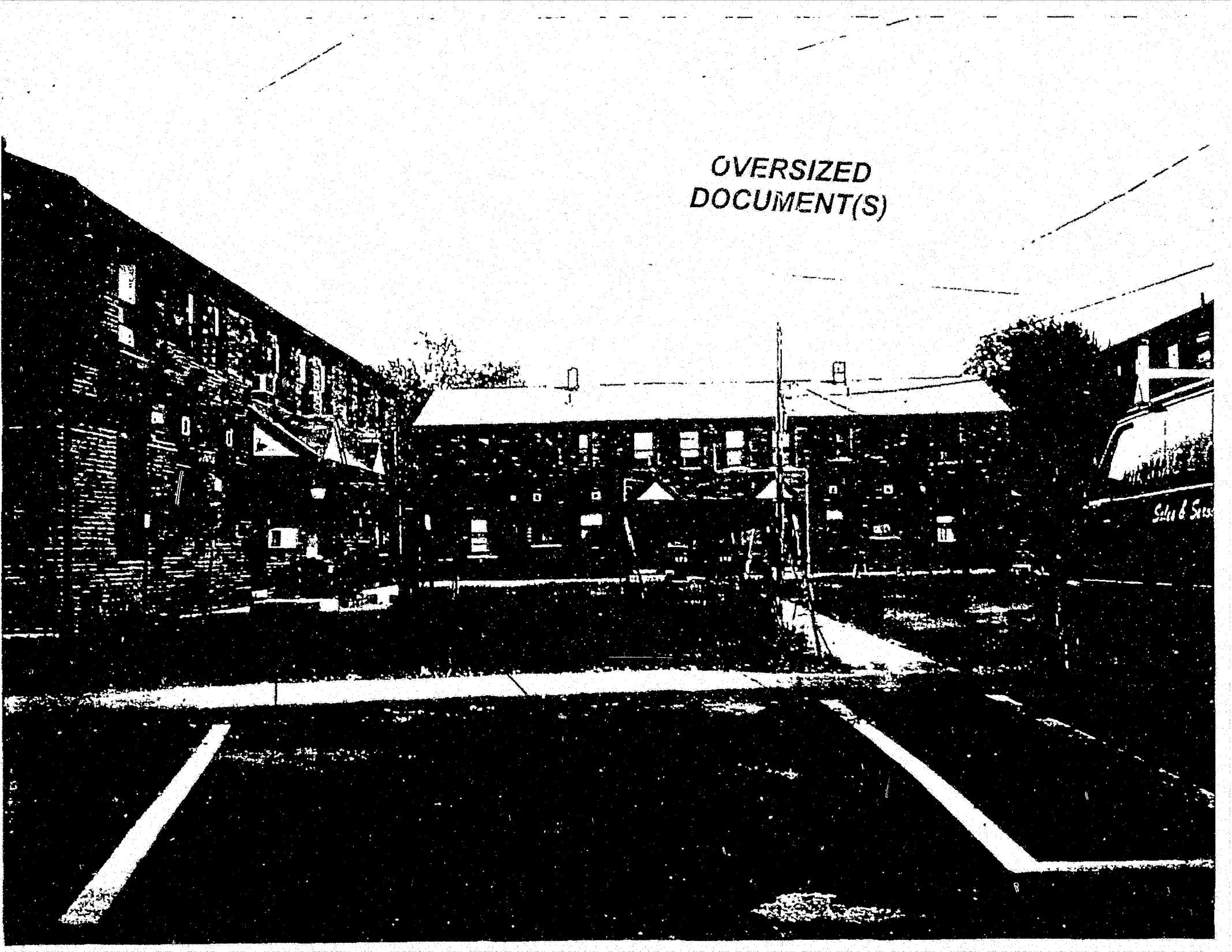
Clifford B. Levine
Attorney at Law
Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

David J. Montgomery
Attorney at Law
Thorp Reed & Armstrong, L
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

Dated this 15th day of May, 2006.

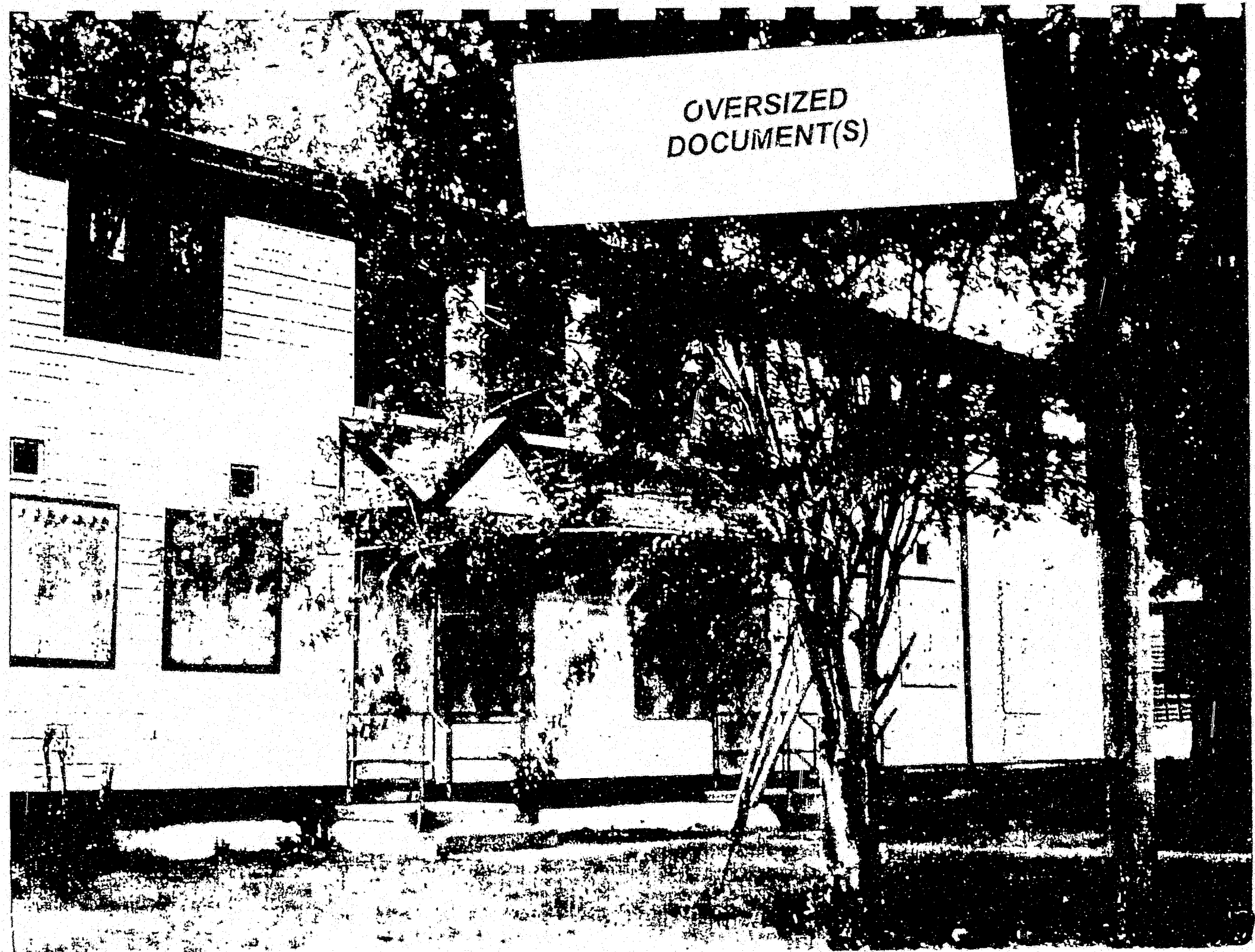


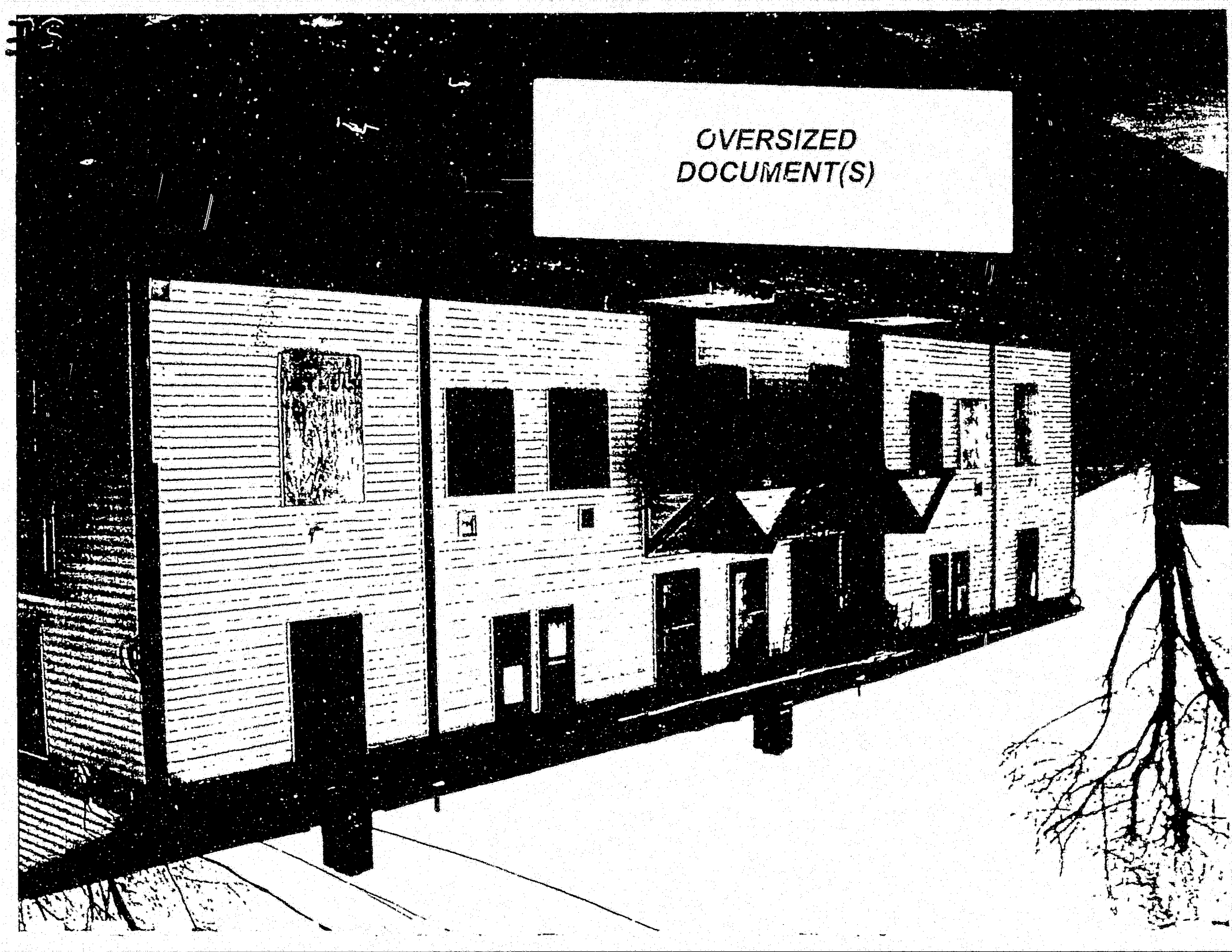
Regina M. Sestak
Pa. I.D. # 23632
Duquesne Light Company
411 Seventh Avenue
Mail Drop 8-2
Pittsburgh, PA 15219
Telephone: (412) 393-1196
FAX (412) 393-1418

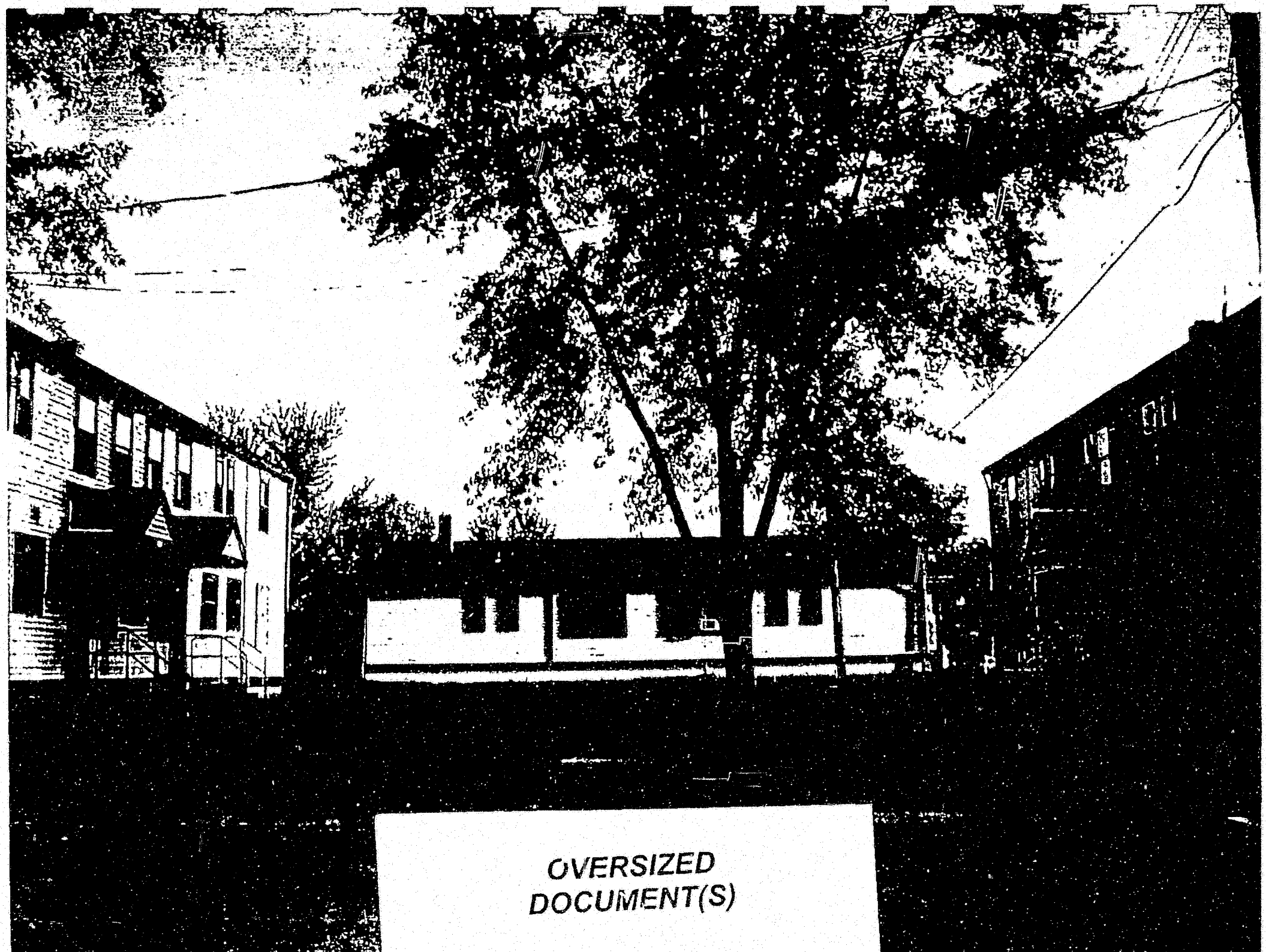

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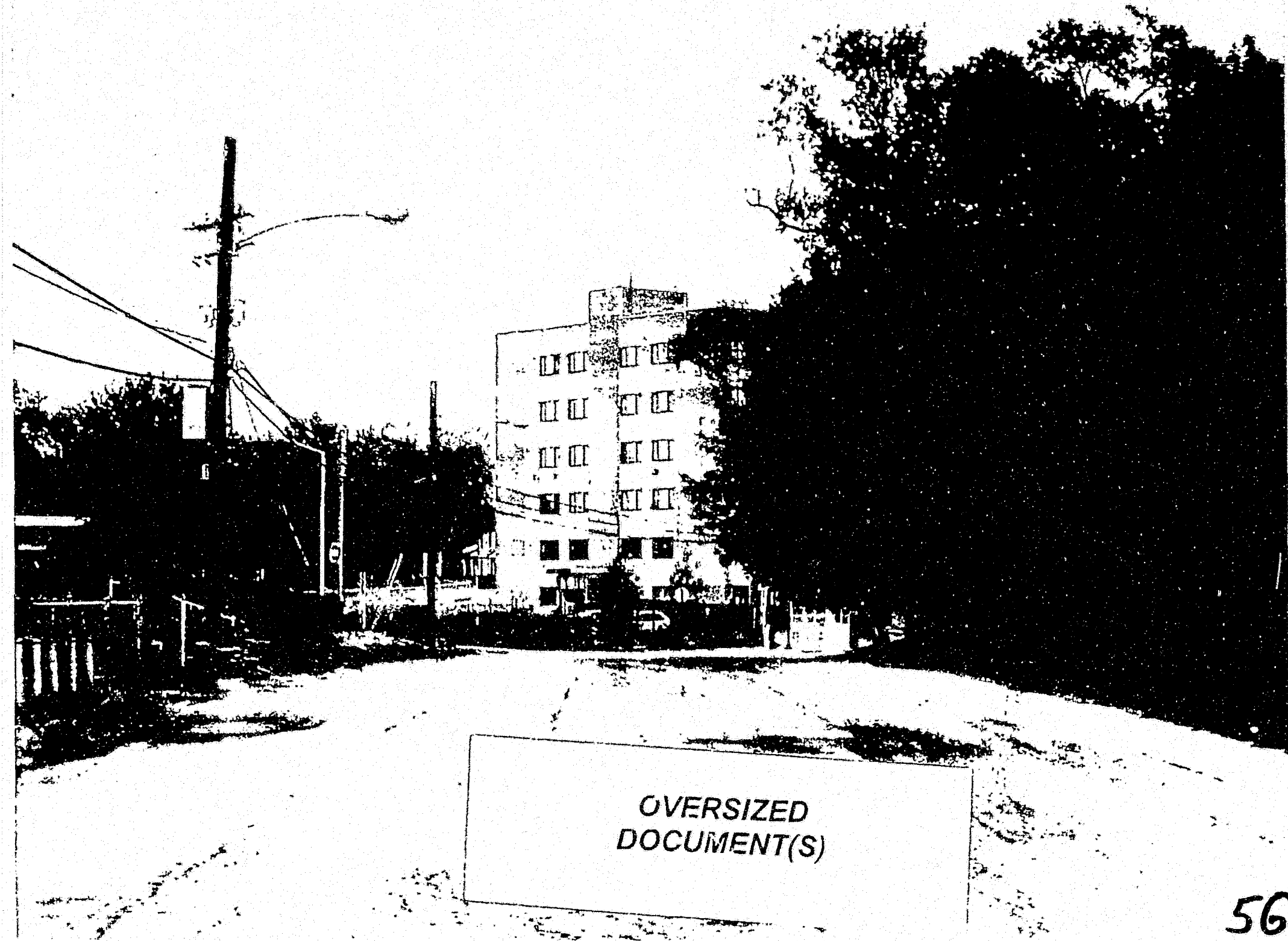
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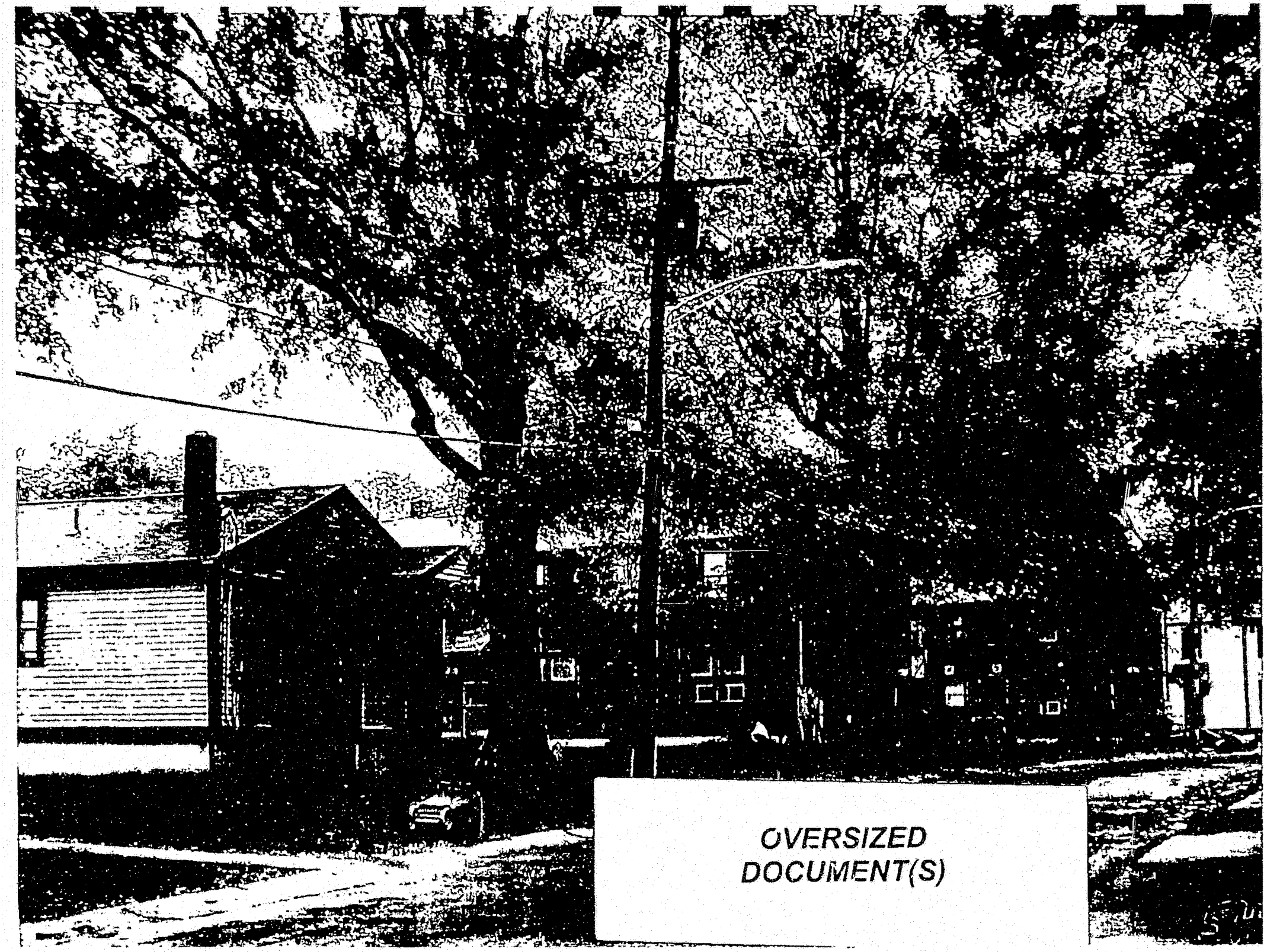

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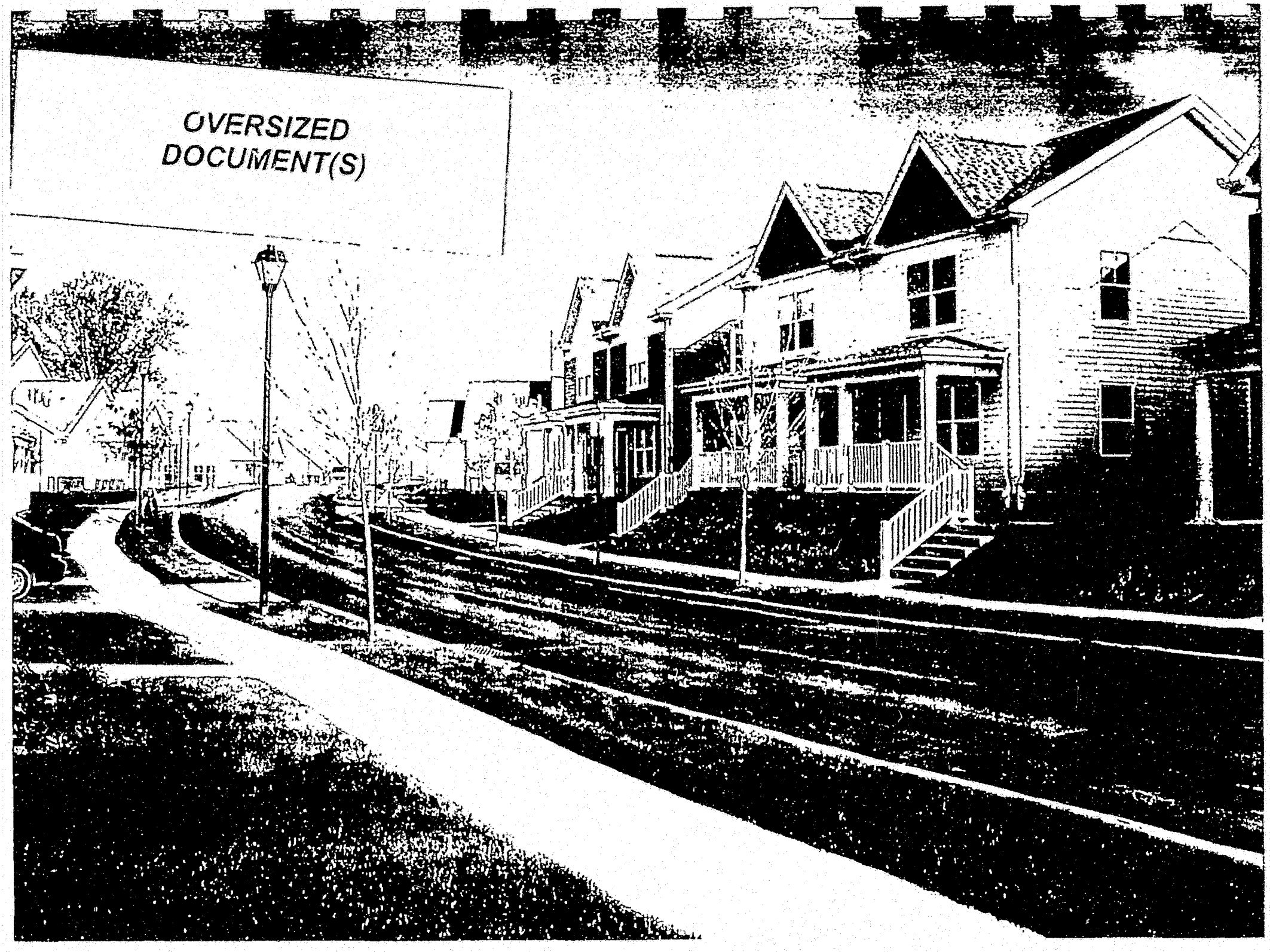

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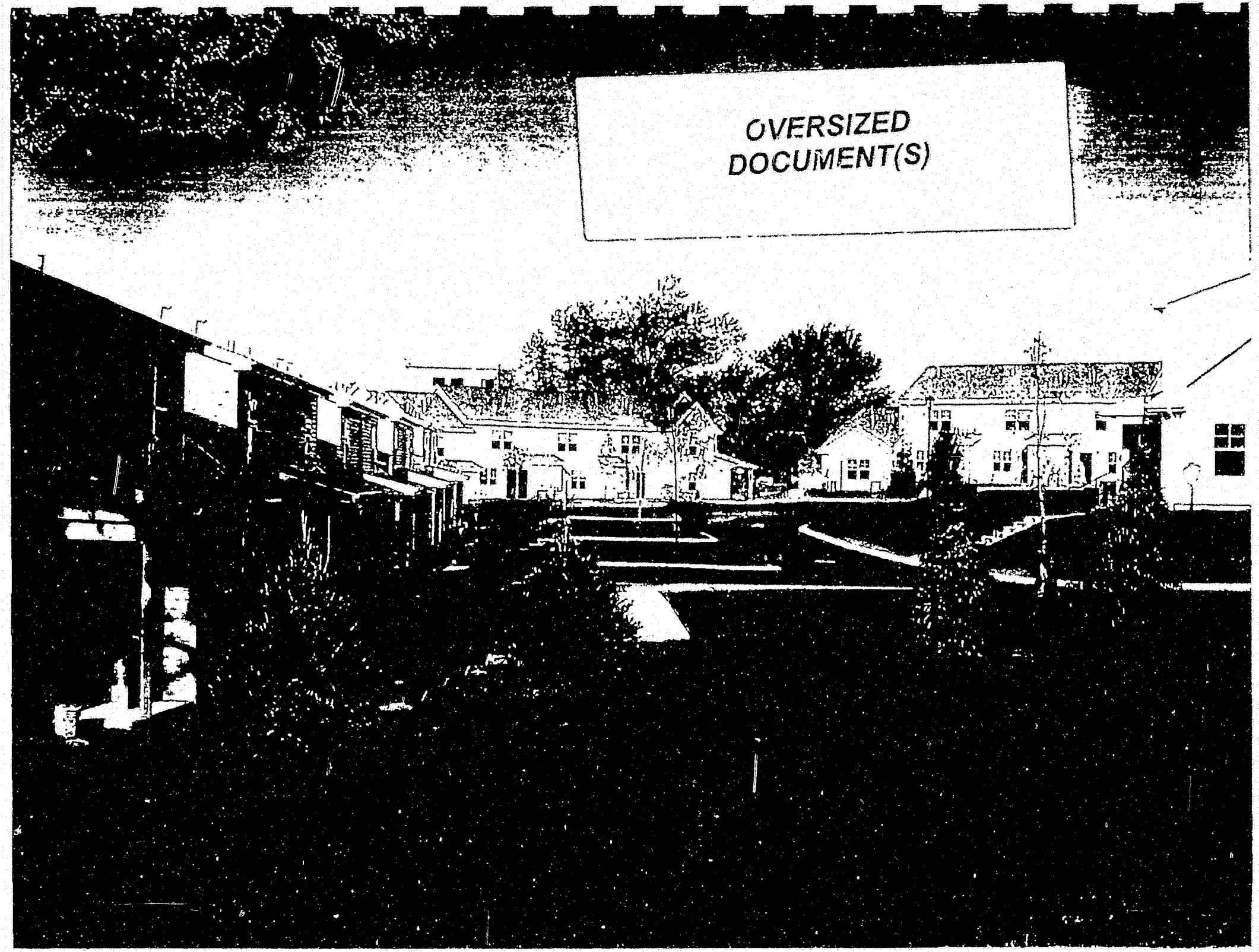


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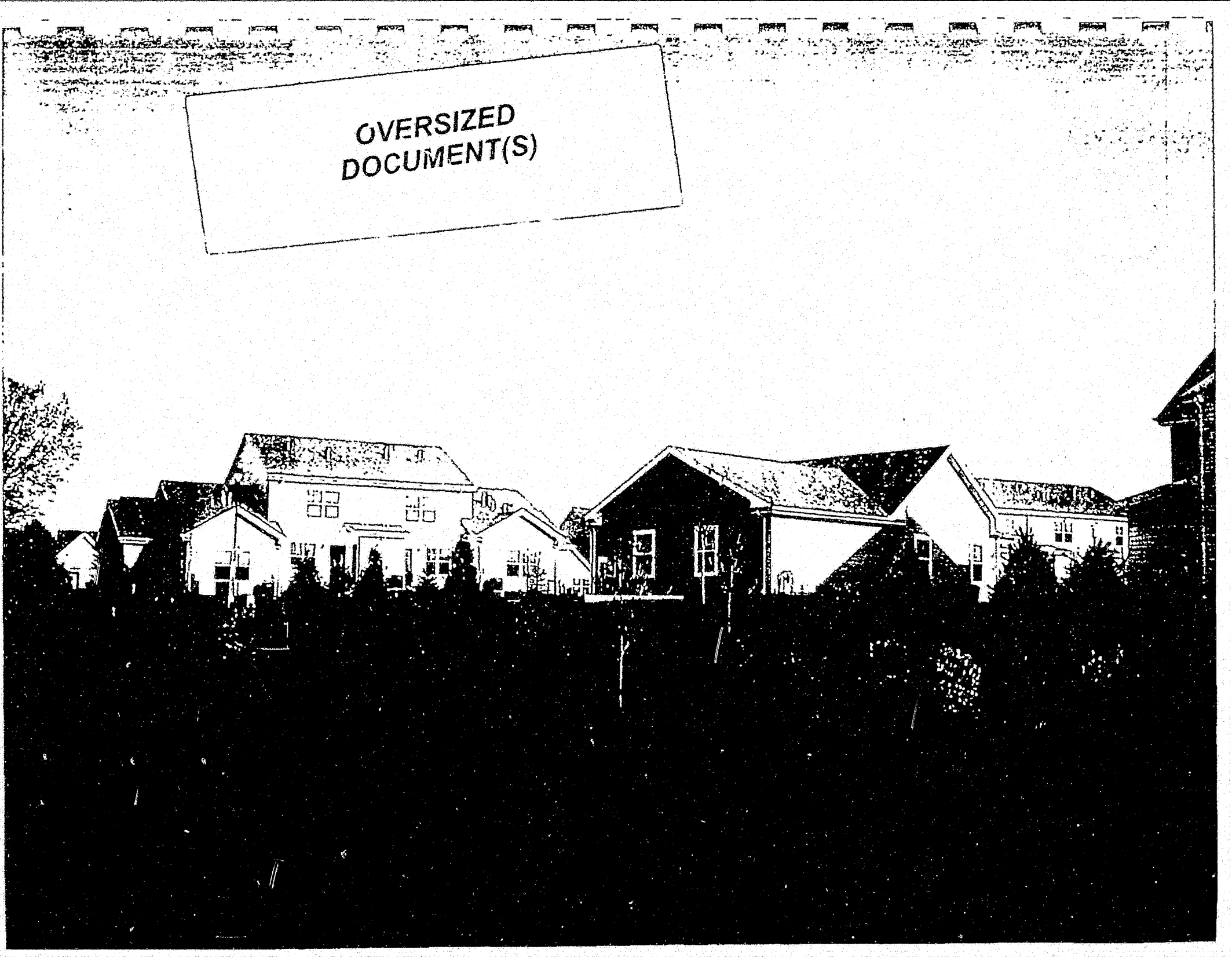

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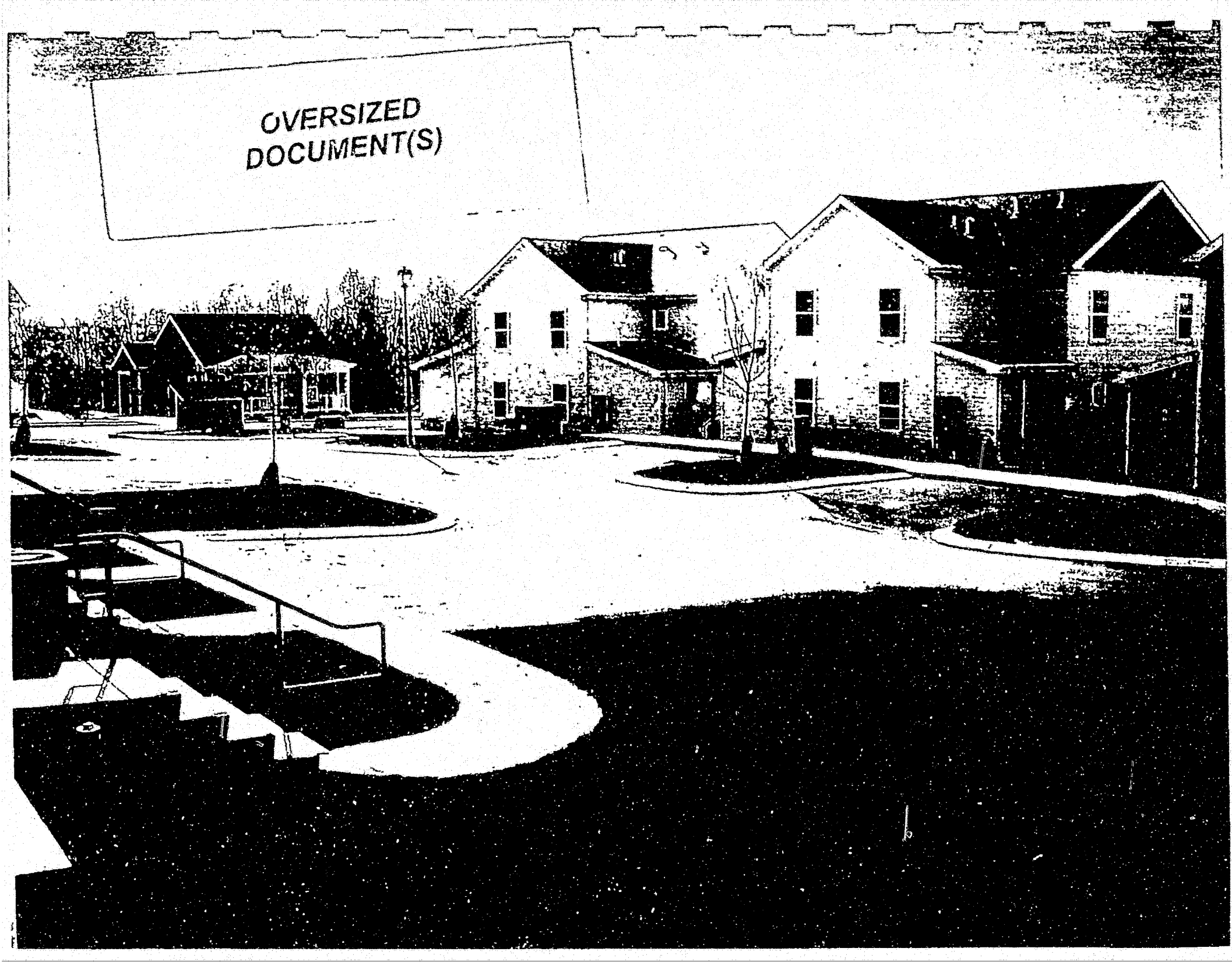

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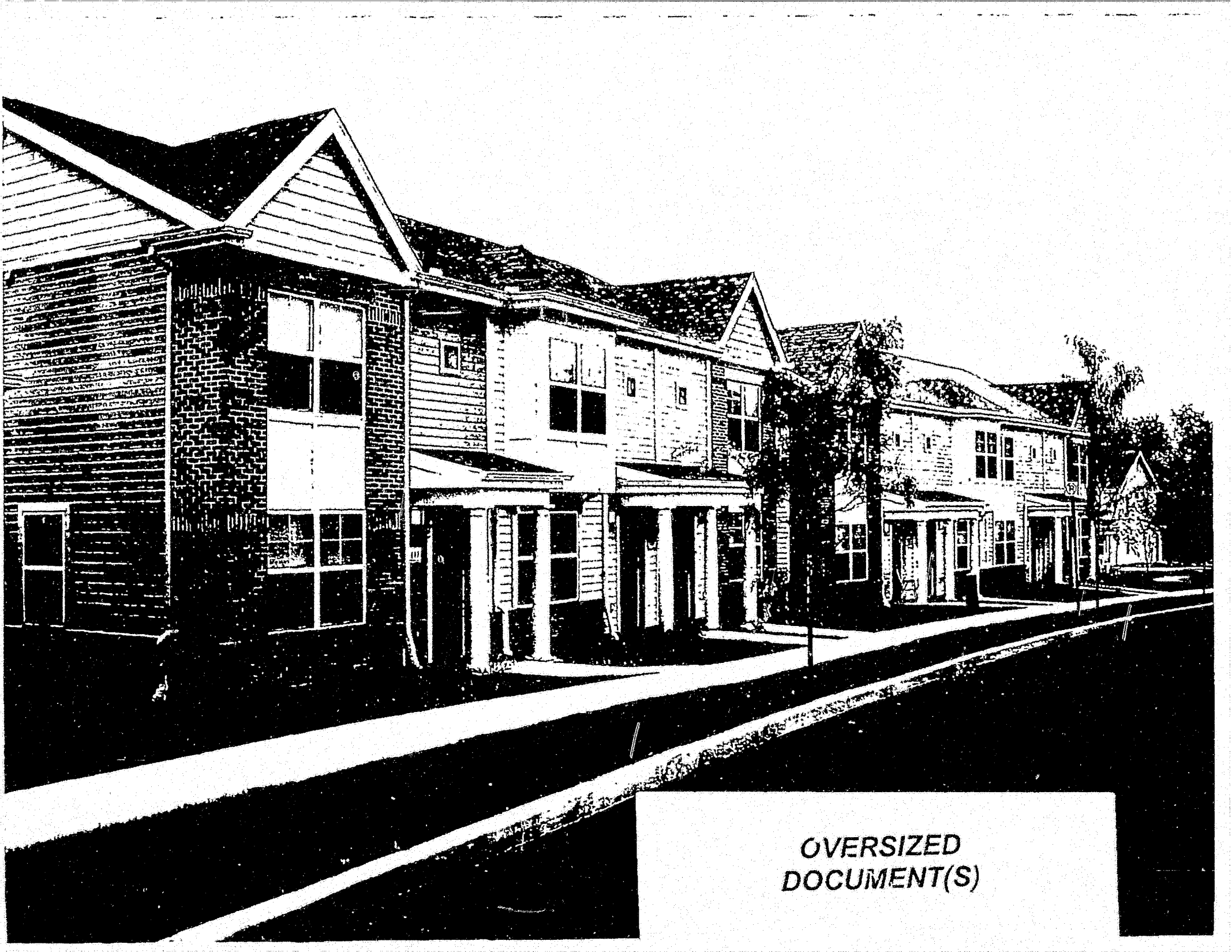
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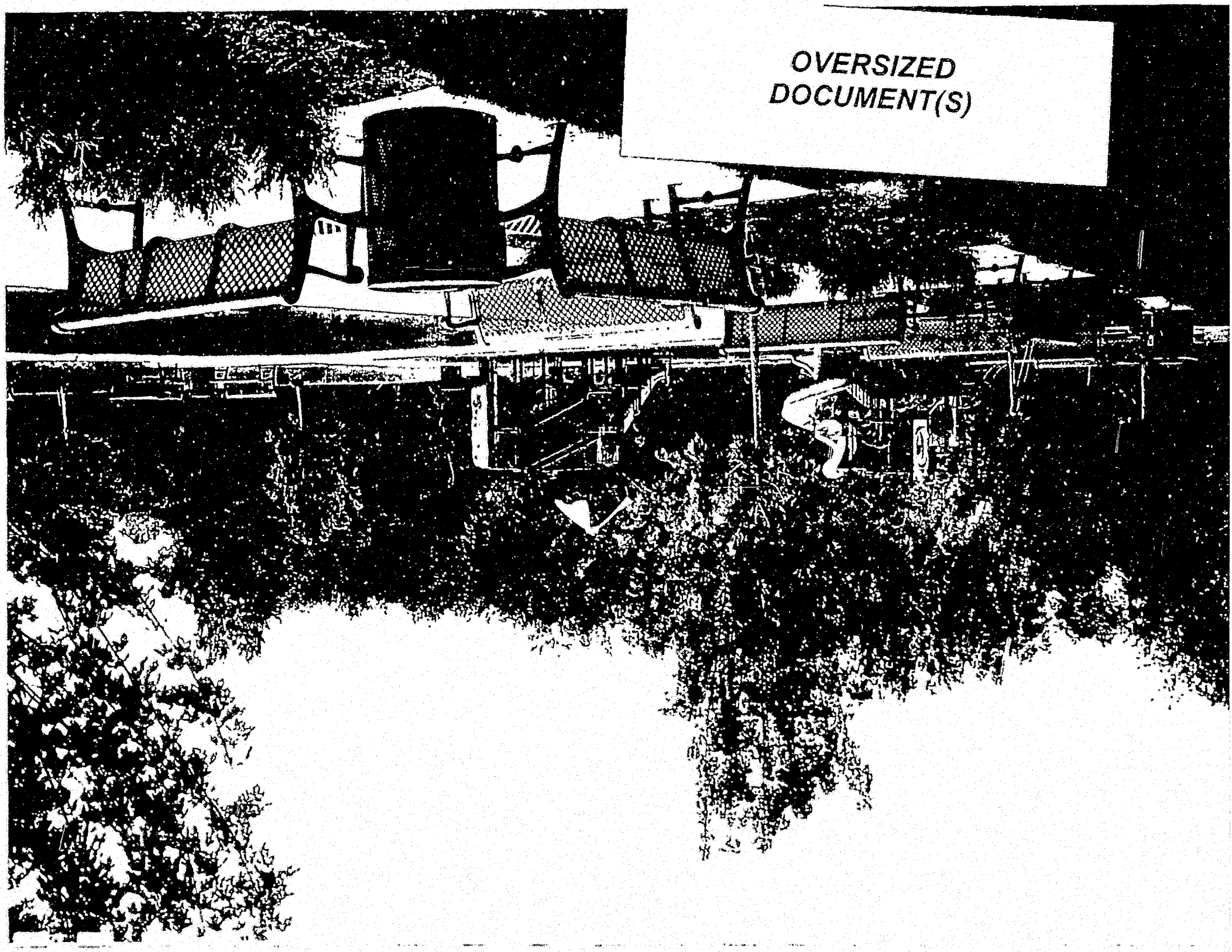
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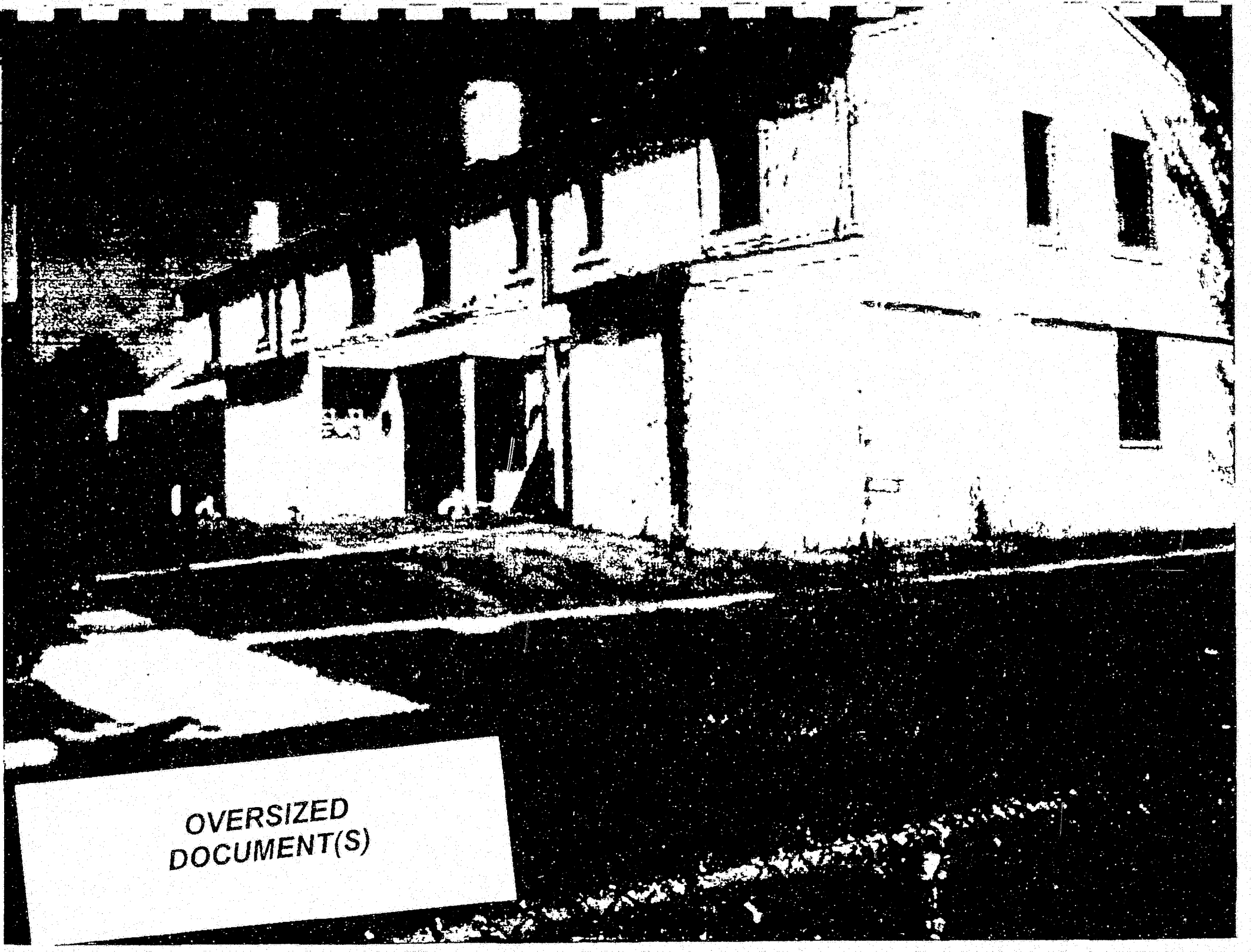


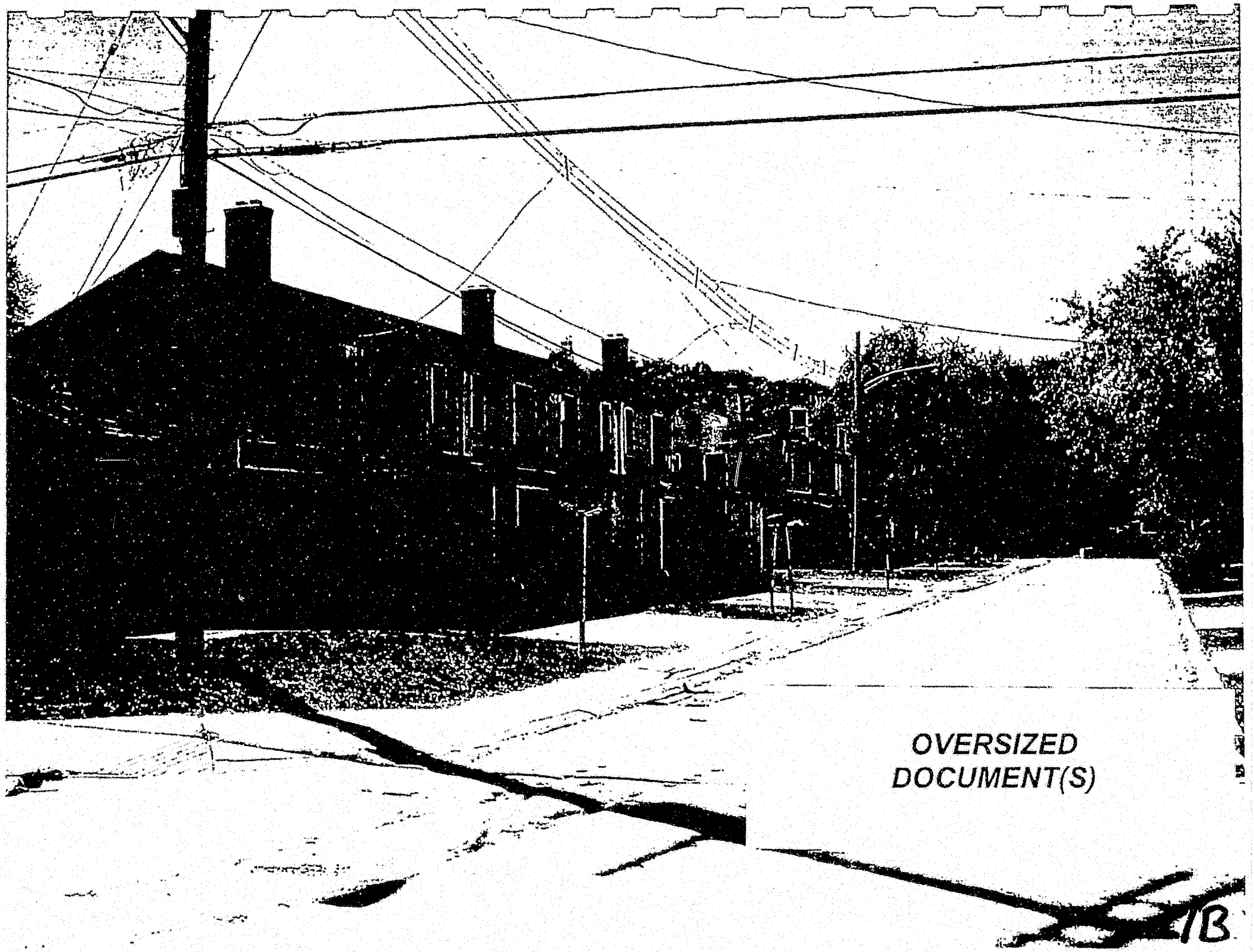


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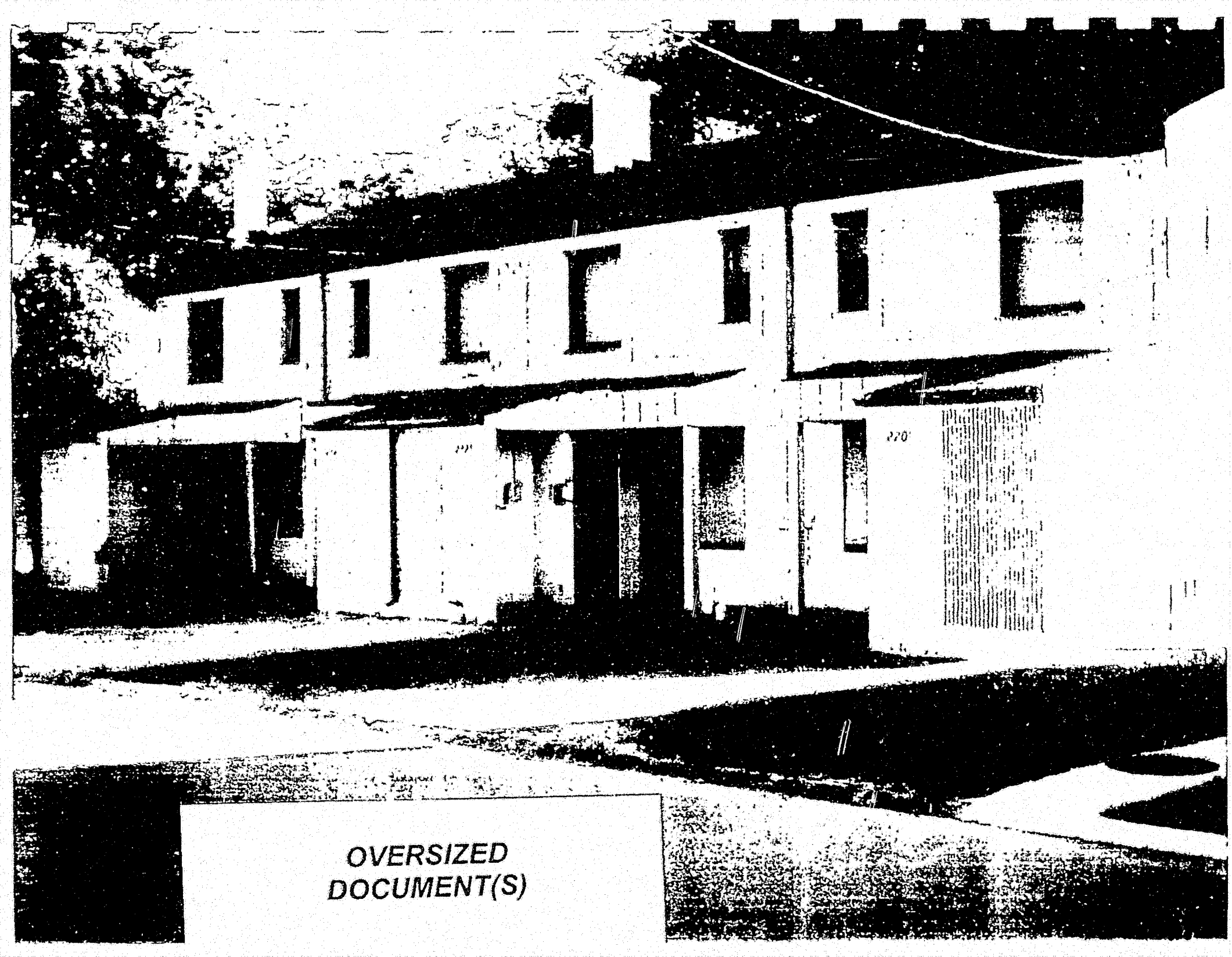
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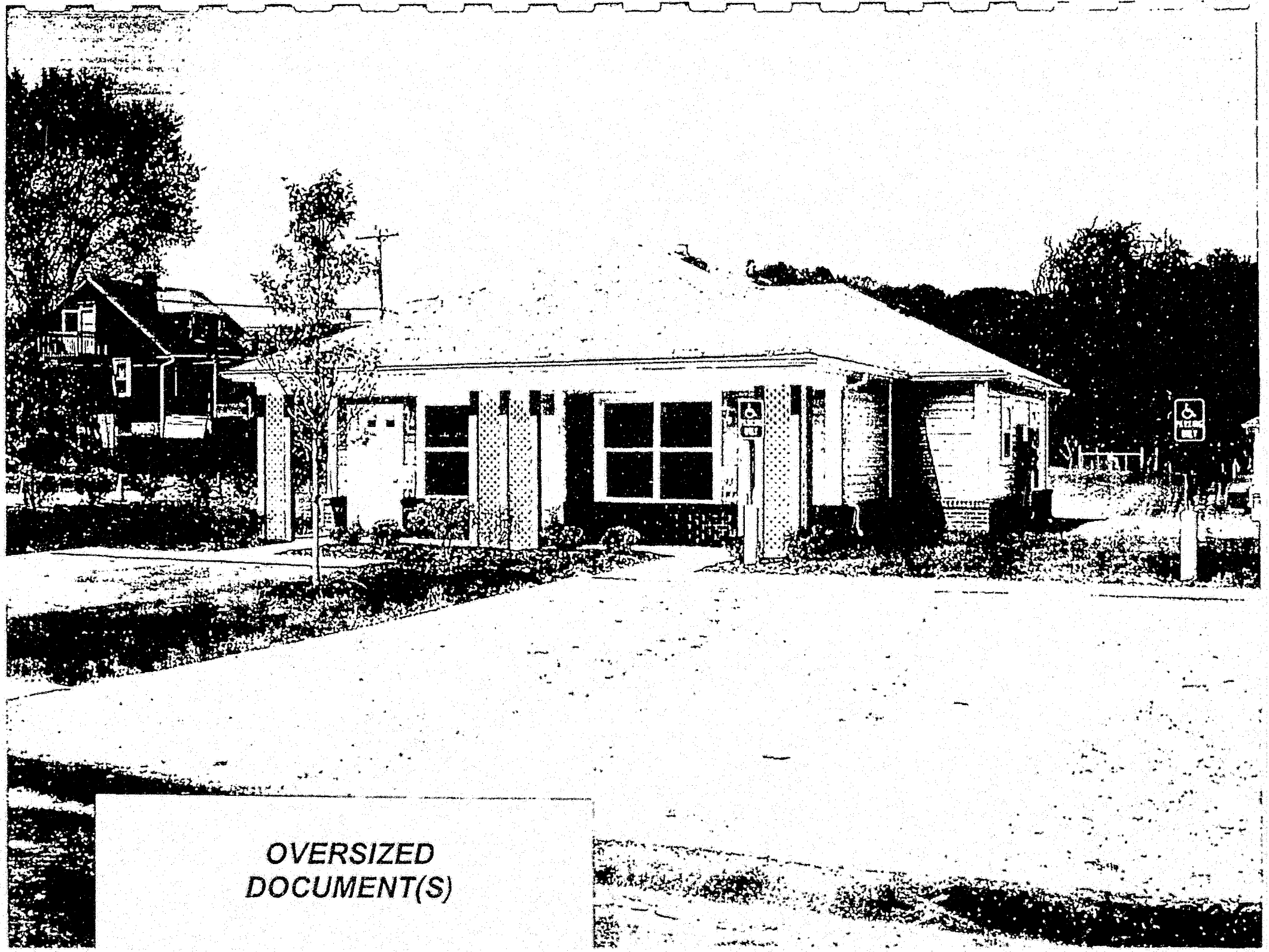


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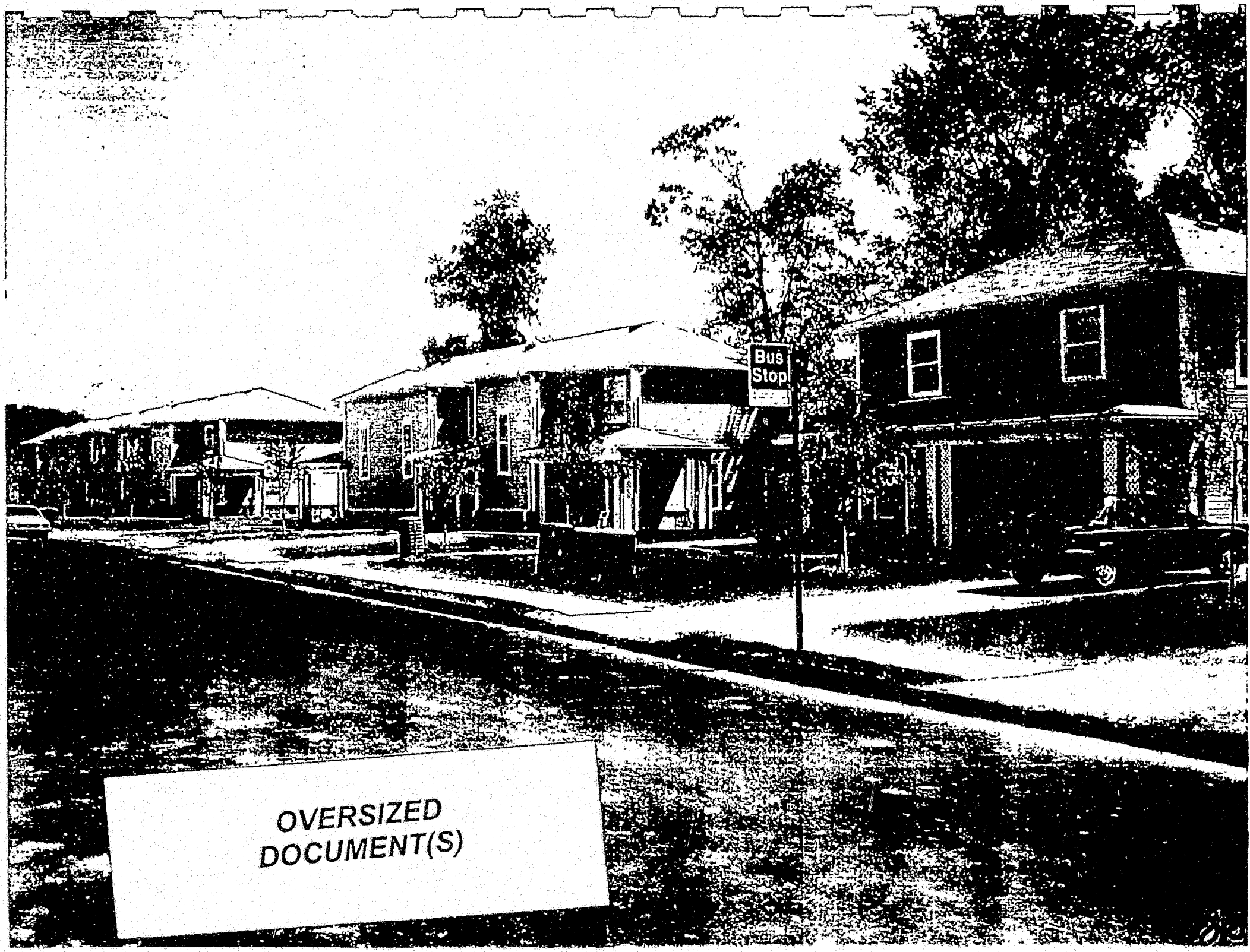


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U. S. Department of Housing and Urban Development
Washington, D.C. 20410-5000

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SEP 25 2001

OFFICE OF THE ASSISTANT SECRETARY
FOR PUBLIC AND INDIAN HOUSING

MEMORANDUM FOR: James D. Cassidy, Acting Director
Office of Public Housing, 3EPH

FROM: Michael Liu, Assistant Secretary, P

THROUGH: Ainars Rodins, P.E., Director, SAC, PIA

SUBJECT: Approval of the Allegheny County Housing Authority (ACHA) Request for the Demolition of 23 Residential Buildings Housing 100 Dwelling Units and 1 Non-Residential Building and the Disposition of 10.14 Acres of Vacant Land at Groveton Village, PA28P006018

DOCUMENT FOLDER

The Special Applications Center (SAC) received this application on June 6, 2001. Supplemental information was received through September 6, 2001. The Environmental Assessment, in accordance with 24 CFR part 58, was completed by Allegheny County on May 7, 2001, and was signed off by the Pittsburgh Area Office on May 29, 2001.

The Pittsburgh Area Office has provided a certification concurring that the submission accurately describes the current physical condition of the project proposed for demolition and disposition and that the reasons provided by the ACHA to justify the proposed action are correct and factual.

Under section 18(a)(3) of the United States Housing Act of 1937 (Act), in order for a demolition or disposition application to be approved after October 21, 1998, the effective date of this provision, a PHA must certify that it has "specifically authorized the demolition and disposition in the public housing agency plan, and has certified that the actions contemplated in the public housing agency plan comply with this section." On September 15, 2000, the Pittsburgh Area Office approved the ACHA's Agency Plan that includes the subject action.

The ACHA has proposed the demolition of 23 residential buildings housing 100 dwelling units and 1 non residential

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

building and the disposition of 10.14 acres of vacant land after demolition to the developing entity at Groveton Village, PA28P006018, as noted below:

Groveton Village, PA28P006018 DOFA: 02/28/1954					
Bedroom Size	1-BR	2-BR	3-BR	4+BR	Total
Existing Unit	8	66	26	0	100
Proposed Unit	8	66	26	0	100
Number of Buildings Proposed:					23
1 Non-Residential Building Proposed for Demolition. Disposition of 10.14 Acres of Vacant Land to developing entity after demolition					

The ACHA has proposed the demolition based on section 18(a)(1) of the Act that requires the PHA to certify in the case of: "(A) an application proposing demolition of a public housing project or a portion of a public housing project, that: (i) the project or portion of the public housing project is obsolete as to physical condition, location, or other factors, making it unsuitable for housing purposes; and (ii) no reasonable program of modifications is cost-effective to return the public housing project or portion of the project to useful life;...".

The ACHA has also proposed the disposition of the vacated site based on section 18(a)(2) of the Act that requires the PHA to certify in the case of: "(A) the retention of the property is not in the best interests of the residents or the public housing agency because (ii) disposition allows the acquisition, development, or rehabilitation of other properties that will be more efficiently or effectively operated as low-income housing;"

Groveton Village is an obsolete public housing site as to physical conditions. Over the past 46 years the 23 buildings have suffered structural problems and substantial deterioration. The Mixed Finance Proposal for the Groveton Village site will blend the development into the surrounding community, reduce density, create a mixed-income community and provide residents with dwelling units that meet code requirements and modern marketability standards.

The Total Development Cost (TDC) limit for the units proposed for demolition is calculated below. The Department used the TDC applicable at the time of submission of this demolition application.

TDC per PIH 2000-47, Row-Dwelling Pittsburgh Area			
Bedroom Size	Number of Unit	TDC/Unit	Total Cost
1-BR	8	$102,743	$821,944
2-BR	66	$133,391	$8,803,806
3-BR	26	$167,750	$4,361,500
TOTAL			$13,987,250
90% of TDC			$12,588,525

The ACHA provided a cost estimate for rehabilitation based on the existing conditions of the units. The rehabilitation cost was estimated to be $12,885,000, which is 92 percent of the TDC limit.

We concur with the ACHA's determination that the development is obsolete as to physical conditions, and no reasonable program of modifications is cost-effective to return the public housing project to its useful life.

The application states that it will cost approximately $528,177 to demolish the 23 buildings housing 100 units and 1 non-residential building at Groveton Village, PA28P006018. The ACHA plans to use fiscal year 2001, Partnership Development funds to cover the cost of demolition.

When the application was developed and transmitted to the Department, 63 units proposed for demolition were occupied. Therefore, the application included a Relocation Plan. The ACHA also has submitted certification regarding relocation as required by the PIH Notice 99-19(HA), as extended by notice PIH 2000 16(HA). The ACHA estimated the relocation cost for the remaining residents to be $81,900, which includes moving expenses and counseling/advisory services. The funds for relocation are allocated under Capital Grant funds. The housing resources offered will be Section 8 vouchers and other public housing units.

After demolition has been completed the ACHA plans to dispose of the property to the limited partnership, Groveton Housing Partnership, L.P. The ACHA will enter into a ground lease with the Groveton Housing Partnership, L.P for a $1 per year for 55 years for the construction of 69 units on site subject to the Annual Contribution Contract (ACC).

The ACHA will control the land through the provisions in the ground lease. Also, an affiliate of the ACHA, Ohio Valley

Housing-GP Inc., will be part of the ownership structure. At the end of the low-income housing tax credit compliance period, the ACHA will have the first right of refusal to purchase the project.

We concur with the ACHA's determination that the disposition allows the acquisition, development, or rehabilitation of other properties that will be more efficiently or effectively operated as low-income housing.

The ACHA has submitted an appraisal with the application. Patrick J. Bender, an independent appraiser, determined the Fair Market Value (FMV) on June 15, 2000, to be $1,260,000.

The ACHA has proposed the disposition via a negotiate sale, by lease, for a $1 per year for 55 years, for the construction of 69 units on site subject to the Annual Contribution Contract (ACC). Therefore, because of the benefits arising from the negotiated sale, it is in the best interest and future of the public housing residents and the PHA, and will result in a commensurate public benefit, as required in 24 CFR 970.9(a).

As per records of the Office of Finance and Accounting, there is no outstanding debt for Groveton Village, PA28P006018. The ACHA will realize no net proceeds from this disposition.

Resident Consultation

1. Project(s) Specific Resident Organization(s): Groveton Village Resident Council

2. HA wide Resident Organization: Resident Advisory Board (RAB)

3. Resident Advisory Board in accordance with 24 CFR 903.13: RAB

24 CFR section 970.4(a) requires that an application for demolition and disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. The ACHA had several meetings with the residents and the resident organizations. Meetings were held on April 6, 1999, April 14, 1999, May 5, 1999, May 12, 1999, May 17, 1999, May 19, 1999, October 14, 1999, March 24, 2000, April 17, 2000, April 25, 2000, May 17, 2001, May 24, 2001, May 31, 2001, June 18, 2001, and June 19, 2001, to discuss the disposition application. The residents and resident organizations were notified of the meetings through notices

The ACHA has included copies of announcements, sign-in sheets, and minutes of the meetings held in the application package. 24 CFR section 907.8(e) requires submission of a written description of the PHA's consultation with the tenants and any tenant organization with copies of any written comments which may have been submitted to the PHA and the PHA's evaluation of the written comments. The ACHA did not receive any written comments.

Section 970.13 of the regulations requires that a public housing authority give the resident organization at the development affected by the disposition the appropriate opportunity to purchase the property proposed for disposition. The ACHA made a formal offer for purchase of the subject property to the Groveton Village Resident Council via a letter dated May 7, 2001. The president of the Groveton Village Resident Council, Lynn Bonner, responded in writing on May 9, 2001, stating that the Groveton Village Resident Council had no interest to purchase the aforementioned property.

As required by the regulation, the ACHA's Board of Commissioners approved the submission of the application for demolition and disposition of the proposed property on May 16, 2001.

As required by section 18(b)(2)(C) of the Act, and PIH Notice 99-19(HA), as extended by Notice PIH 2000-16(HA), the application package includes a letter from Nick Kotik, Township Administrator of Robinson denying the ACHA site plan, which was dated July 12, 2000, and indicated that he was aware of the application to be submitted.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) eliminated the requirement for one-for-one replacement of public housing units. Therefore, the ACHA is not required to provide for replacement housing and the Department is under no obligation to fund replacement housing.

We have reviewed the application and find it to be consistent with section 18 of the Act, and the implementing regulations, 24 CFR part 970, including requirements related to resident consultation, relocation and opportunity to purchase the property by the resident organization. Therefore, based upon our review and finding that the requirements of 24 CFR part 970 and section 18 of the Act have been met, the proposed demolition of 23 buildings housing 100 units and the demolition of 1 non-residential building as well as the

disposition as described in the application and identified below, is hereby approved Demolition may not commence until all units are vacant. To use 1937 Act funds to perform the demolition, the site may not be taken off ACC until the demolition is completed.

Groveton Village, PA28P006018 Acres 10 14			
Total Units to be Redeveloped: 69	Low-Income		
	ACC	Non-ACC	Market Rate
Rental	69	0	0
Acquiring Entity	Groveton Housing Partnership, L P		
Method of Sale	Negotiated Sale via Ground Lease for 55 Years		
Lease Price	$1 per year		
Purpose	Mixed-Income Housing		

The ACHA shall not enter into any disposition agreement and or long-term ground lease without HUD's approval of the ACHA's submission of documents for a mixed-finance transaction in accordance with 24 CFR part 941, subpart F. The Field Office has to work with David Sowell in the Office of Public Housing Investments at Headquarters to facilitate the completion of the process. If the Groveton Housing Partnership, L.P. fails to use the property as outlined in the application, the property shall revert back to the ACHA.

The demolition of these units will affect the ACHA's operating subsidy eligibility significantly The vacant dwelling units the ACHA has identified for demolition will be excluded from the inventory of subsidy eligible units starting with the month that this memorandum is dared. The occupied units will continue in the inventory until vacated. This inventory adjustment is to be reflected on the ACHA's next required original or revised budget and/or subsidy eligibility submission.

The ACHA may be eligible to receive phase down or transition funding for the units the ACHA proposed for demolition. The qualifying criteria for this funding are found in the regulations at 24 CFR 990.114. The maximum term of funding is 36 months and would start with the month that this memorandum is dated. The ACHA has been advised to contact the HUD financial analyst in the local Field Office for additional information on how to apply these criteria to the ACHA's particular case.

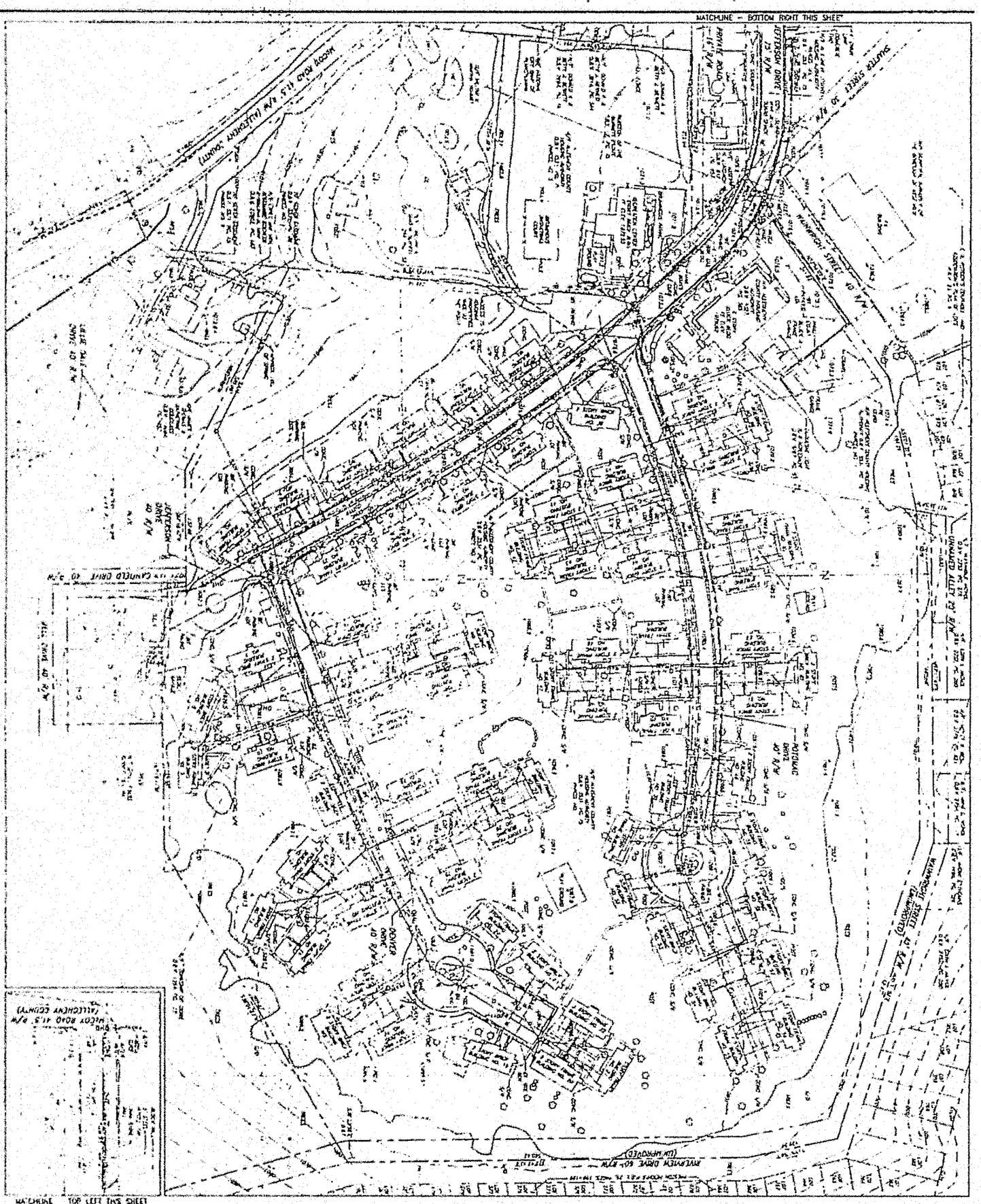
The Field Office must insure that the ACHA's annual formula characteristics report is updated properly to reflect these changes.

Upon completion of demolition and disposition, an amendment to the Consolidated Annual Contributions Contract, prepared by the Field Office is required to reflect the decrease in units under the Act resulting from this demolition and disposition.

If the ACHA is interested in applying for Section 8 rental vouchers for relocation or replacement housing in connection with the units approved for demolition, it will need to submit an application to the Field Office. The ACHA should submit its application in response to HUD's current Notice outlining the application procedures. The issuance of such a Notice will be contingent upon the availability of Section 8 rental voucher funding.

The Field Office must maintain the Demolition/Disposition module of the Integrated Business System (IBS) by entering all of the "actual" data into the system, as appropriate. Comments regarding the progress of the demolition and disposition activity must be entered into the comments window of the appropriate demolition and disposition application. Upon completion of demolition and disposition, the Field Office has the responsibility to amend the Consolidated Annual Contributions Contract and update IBS to reflect the approved action.

OVERSIZED DOCUMENT(S)



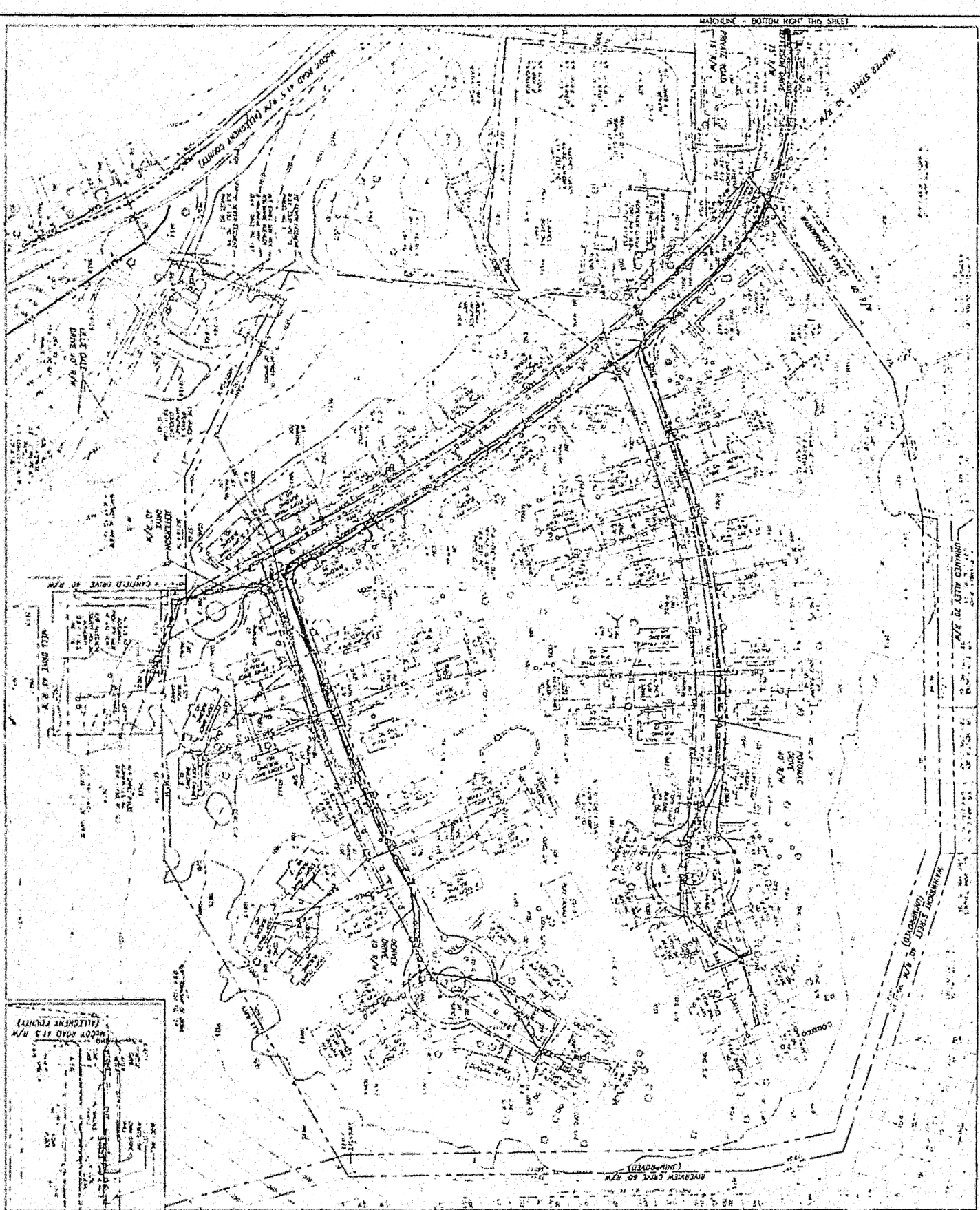
EXISTING CONDITIONS PLAN
OHIOVIEW ACRES - HOPE VI PROJECT
STOWE TOWNSHIP ALLEGHENY COUNTY PENNSYLVANIA

OHIOVIEW HOUSING PARTNERSHIP, L.P. I AND II
SUITE 3810
ONE LIBERTY PLACE
PHILADELPHIA, PENNSYLVANIA 19103-7332

GAI CONSULTANTS

SCALE: 1" = 50'
DATE: 03/30/01

REVISIONS



NOTES:
1. SEE EROSION AND SEDIMENTATION CONTROL PLAN SHEET 5 OF 11 FOR EX. SOIL SERIES IDENTIFICATION

LEGEND

EXISTING CONDITIONS PLAN
OHIOVIEW ACRES - HOPE VI PROJECT
STOWE TOWNSHIP ALLEGHENY COUNTY, PENNSYLVANIA

OHIOVIEW HOUSING PARTNERSHIP, L.P. I AND II
SUITE 3810
ONE LIBERTY PLACE
PHILADELPHIA, PENNSYLVANIA 19103-7301

DATE 06/30/00
SCALE 1"=60'

REVISIONS

DESCRIPTION

SHEET 3 OF 11

RECEIVED

JAN 1 8 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

C-20066233

1-9-07

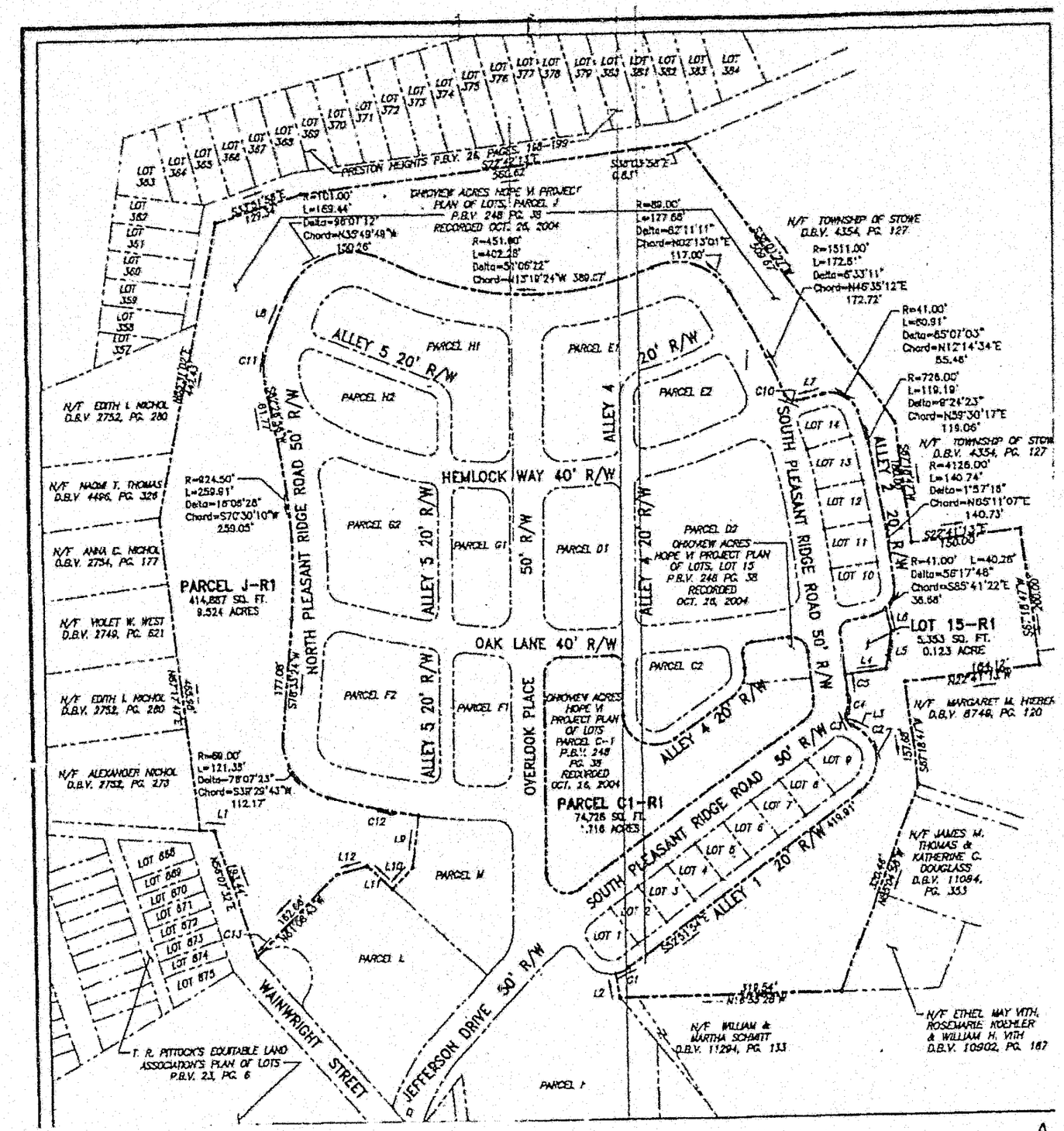
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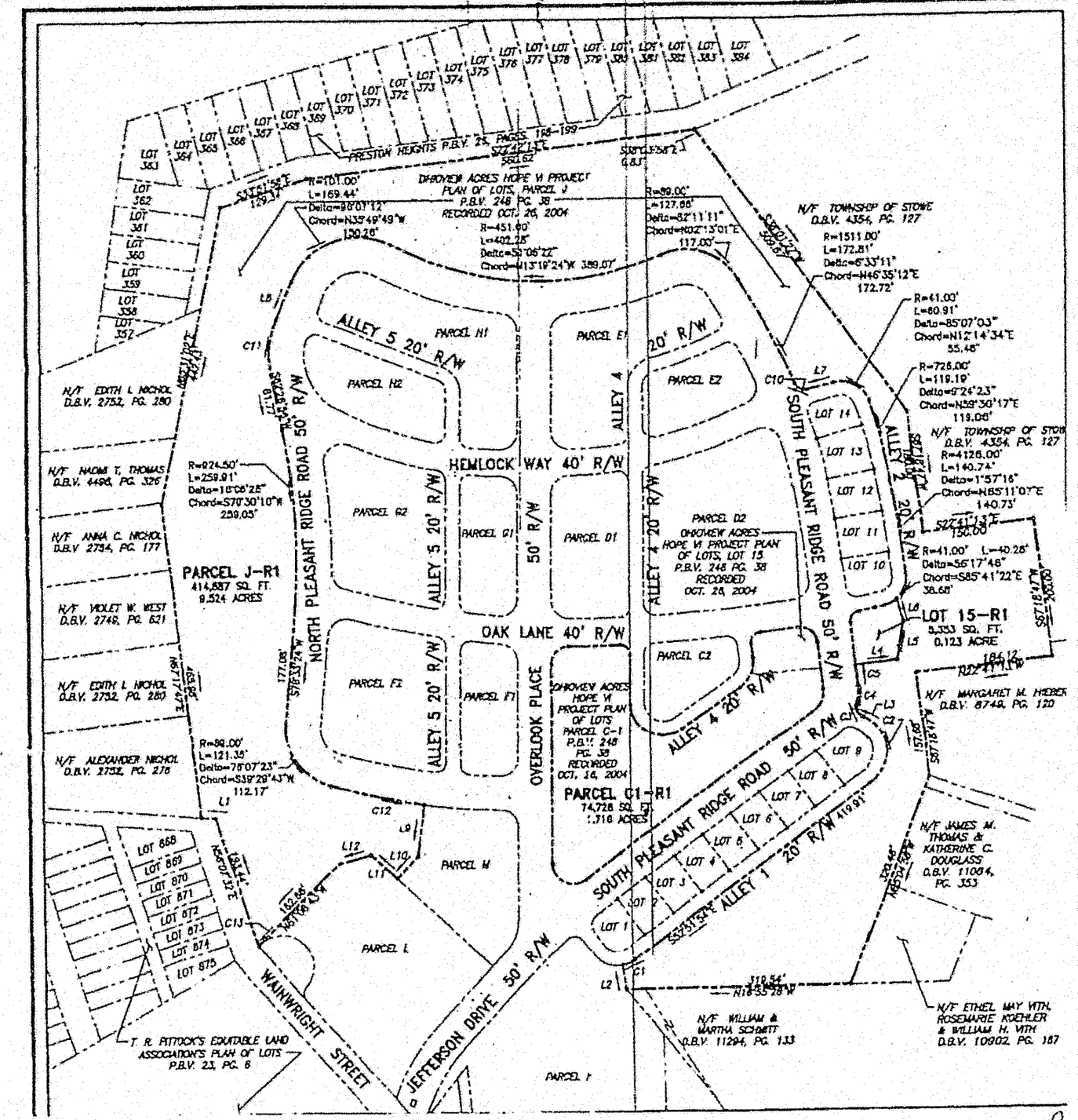
C-12

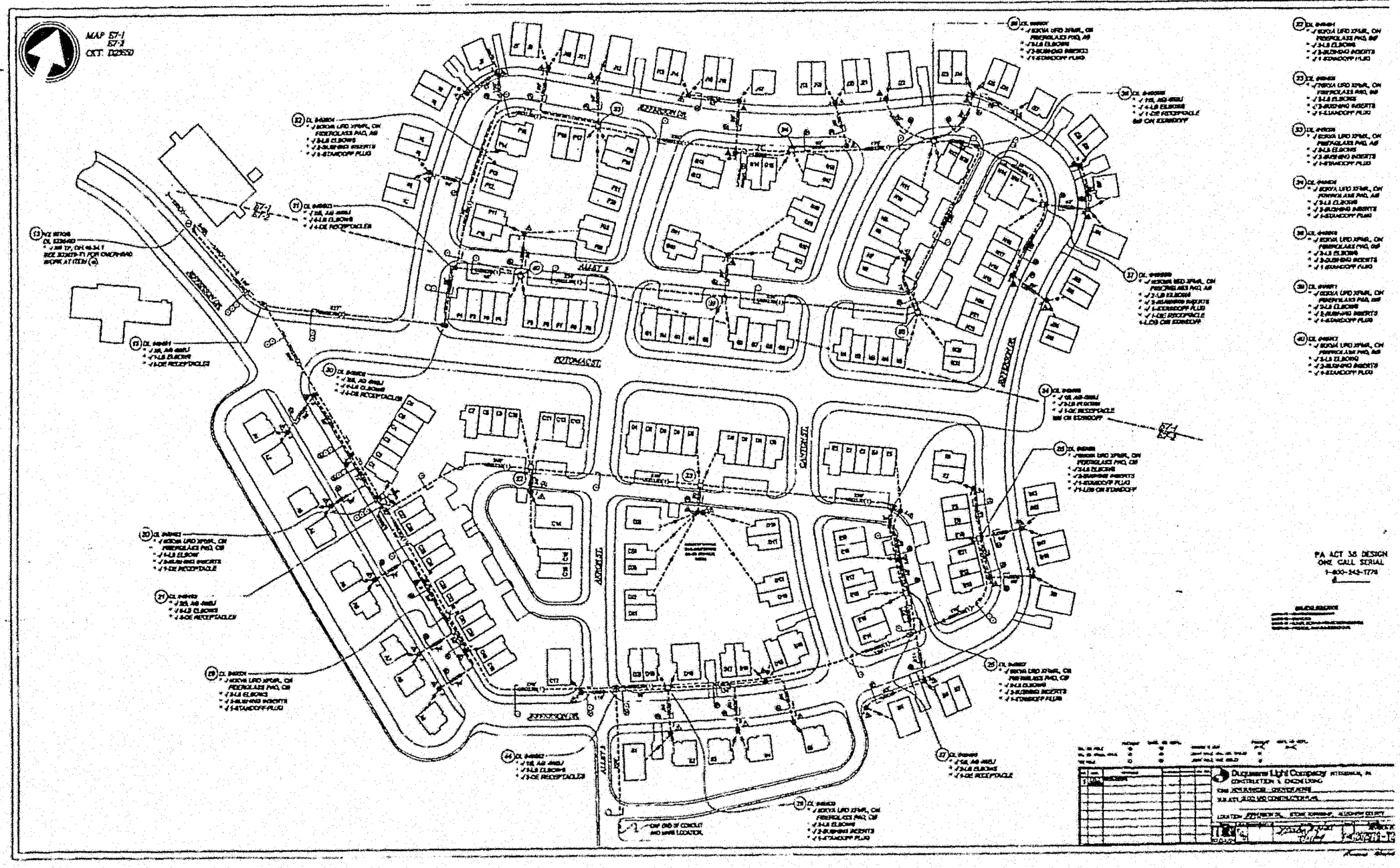
DOCUMENT
FOLDER

DOCKETED

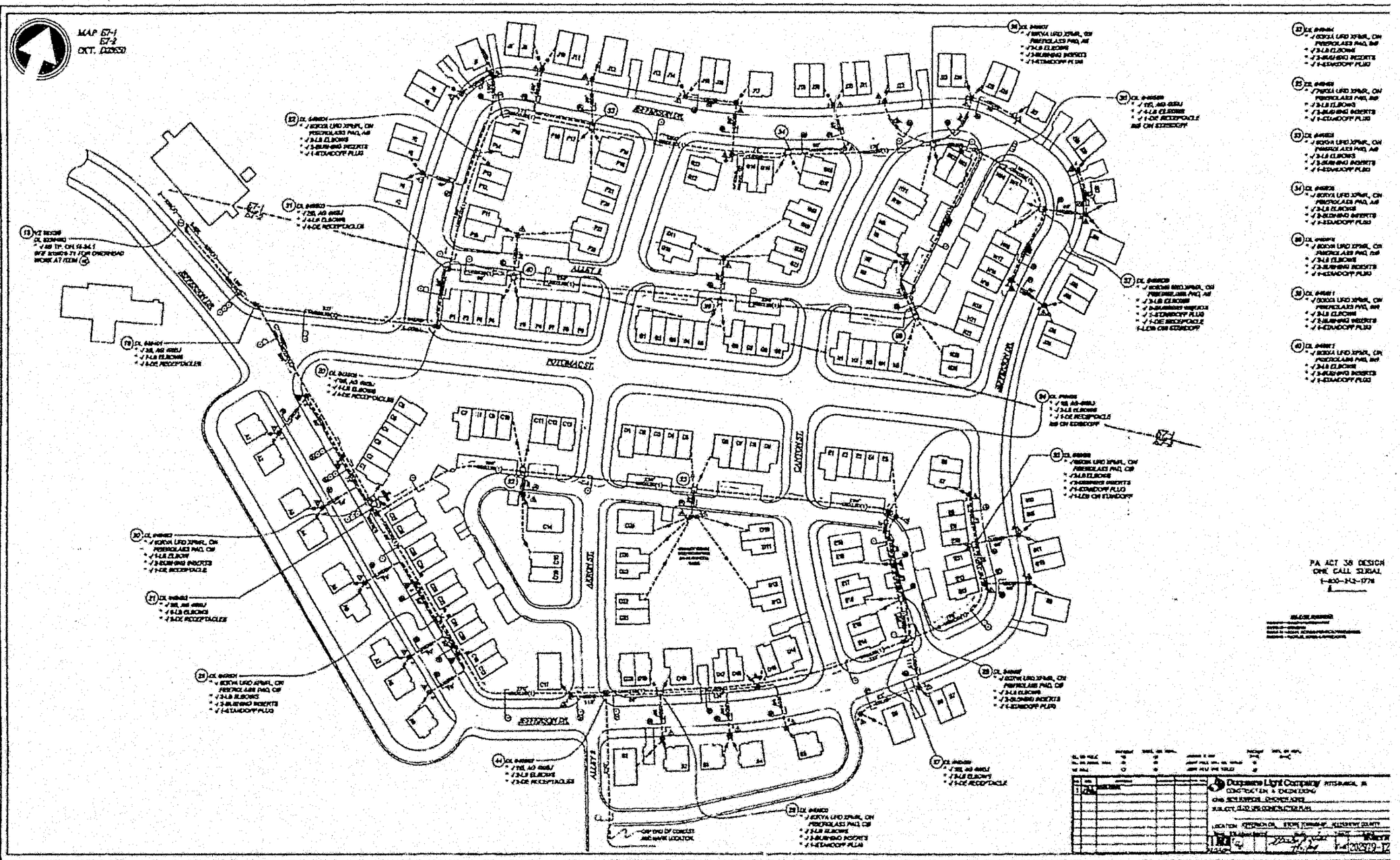
APR 0 4 2007




PARCEL J-R1
414,887 SQ. FT.
9.524 ACRES
PARCEL C1-R1
74,728 SQ. FT.
1.716 ACRES
LOT 15-R1
5,353 SQ. FT.
0.123 ACRE
NORTH PLEASANT RIDGE ROAD 50' R/W
SOUTH PLEASANT RIDGE ROAD 50' R/W
HEMLOCK WAY 40' R/W
OAK LANE 40' R/W
OVERLOOK PLACE 50' R/W
JEFFERSON DRIVE 50' R/W
WAINWRIGHT STREET
ALLEY 5 20' R/W
ALLEY 4 20' R/W
ALLEY 2 20' R/W
ALLEY 1 20' R/W
PARCEL H1
PARCEL H2
PARCEL G2
PARCEL G1
PARCEL F2
PARCEL F1
PARCEL E1
PARCEL E2
PARCEL D1
PARCEL D2
PARCEL C2
PARCEL M
PARCEL L
PARCEL I
PRESTON HEIGHTS P.B.V. 25, PAGES 198-199
DHOWEN ACRES HOPE VI PROJECT PLAN OF LOTS, PARCEL J P.B.V. 248 PG. 38 RECORDED OCT. 26, 2004
DHOWEN ACRES HOPE VI PROJECT PLAN OF LOTS, LOT 15 P.B.V. 248 PG. 38 RECORDED OCT. 26, 2004
DHOWEN ACRES HOPE VI PROJECT PLAN OF LOTS PARCEL C-1 P.B.V. 248 PG. 38 RECORDED OCT. 14, 2004
N/F TOWNSHIP OF STOWE D.B.V. 4354, PG. 127
N/F EDITH L NICHOL D.B.V. 2752, PG. 280
N/F NAOMI T. THOMAS D.B.V. 4498, PG. 326
N/F ANNA C. NICHOL D.B.V. 2754, PG. 177
N/F VIOLET W. WEST D.B.V. 2748, PG. 621
N/F ALEXANDER NICHOL D.B.V. 2752, PG. 276
N/F MARGARET M. HYDER D.B.V. 8748, PG. 120
N/F JAMES M. THOMAS & KATHERINE C. DOUGLASS D.B.V. 11084, PG. 353
N/F WILLIAM & MARTHA SCHMITT D.B.V. 11294, PG. 133
N/F ETHEL MAY VITH, ROSEMARIE KOEHLER & WILLIAM H. VITH D.B.V. 10902, PG. 187
T. R. PITTOCK'S EQUITABLE LAND ASSOCIATION'S PLAN OF LOTS P.B.V. 23, PG. 6


MAP 57-1
57-2
OKT. D2ESD
POTOMAC ST.
ROSEMONT
CANTON ST.
ALLEY A
ALLEY B
PA ACT 38 DESIGN
ONE CALL SERIAL
1-800-242-1776
Duquesne Light Company

A


MAP 67-1
67-2
OKT. 03650
ALLEY 1
POTOMAC ST
ALLEY 2
ALLEY 3
PA ACT 38 DESIGN
ONE CALL SERIAL
1-800-242-1776
Duquesne Light Company
CONSTRUCTION & ENGINEERING

B

ALL SEALS AND SIGNATURES MUST BE IN BLACK INK

By a resolution approved on the 26th day of OCTOBER 2004, the Board of Directors of the Allegheny County Housing Authority, incorporated in the State of Pennsylvania, Owner of a portion of the tract known as The Ohioview Acres Hope VI Project Plan of Lots adopted this plan as the Plan of Lots and irrevocably dedicated all streets and other property identified for dedication on the plan to the Township of Stowe. This adoption and dedication shall be binding upon the corporation and upon its successors and assigns.

Allegheny County Housing Authority

Theresa O. McAyla Asst General Counsel
Signature and title of affiant witnessing

Ed Pratt Hsng & Dev Administrator
Signature and title of authorized officer

October 26, 2004
Date

Before me, the undersigned Notary Public in and for the Commonwealth of Pennsylvania and County of Allegheny, personally appeared Ed Pratt of the Allegheny County Housing Authority, who stated that he is authorized to execute the above adoption and dedication on behalf of the corporation and was present at the meeting at which the action of the corporation was taken to adopt the plan and dedicate public property contained therein to the Township of Stowe.

Witness my hand and notarial seal this 26 day of October 2004

My commission expires the 15 day of MARCH 2008

Deborah Breitenstein
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah Breitenstein, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires March 15, 2008
Member, Pennsylvania Association of Notaries

I hereby certify that the title to the property contained in the Ohioview Acres Hope VI Project Plan of Lots is in the name of Allegheny County Housing Authority and is recorded in deed book volume 3631, page 78, deed book volume 8377, page 386, deed book volume 11820 page 139 and deed book volume 12284, page 82. I hereby further certify that there is no mortgage, lien or encumbrance against this property.

Deborah Breitenstein
Signature and title of affiant witnessing

Ed Pratt, Hsng VC Analy.
Signature and title of authorized officer

SITE LOCATION MAP



MAP REFERENCE:
U.S.G.S. 7.5 MINUTE SERIES (TOPOGRAPHIC)
PITTSBURGH WEST
PENNSYLVANIA 1983.

SCALE: 1" = 2000'
2000 0 2000 4000'

I certify that this plan meets all engineering and design requirements of the applicable ordinances of the Township of Stowe, except as miscellaneous items have been authorized by the appropriate officials of the municipality.

10-22-04
Date

Richard Mascara
Name

046875E
Registration Number

Reviewed by the Planning Commission of the Township of Stowe on this N/A day of N/A 20 N/A.

N/A
Secretary

N/A
Chairperson/President

Approved by the Allegheny County Department of Economic Development on this 26 day of October 2004.

Director

I certify that, to the best of my information, knowledge and belief the survey and plan shown hereon are correct and accurate to the standards required.

ADDENDUM #2 10/26/04
Date

Mark C. Rogers
Name

SU-046283-E
Registration Number

Recorded in the office of the Recorder of Deeds of the County of Allegheny, Commonwealth of Pennsylvania, in Plan Book Volume 249 Page 34 - 38

Given under my hand and seal this 26 day of OCTOBER 2004 A.D.

Valerie McDonald Roberts
Director of Real Estate

Approved by the Township Board of Supervisors of the Township of Stowe on this 26th day of October 20 04.

Margit B. Bennett
Secretary

Howard W. Douglas Jr.
Chairperson, President

NOTES:

1. HORIZONTAL DATUM IS PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983.

2. EXISTING STREET RIGHTS OF WAY WITHIN THE PLAN BOUNDARY ARE TO BE VACATED BY THE PROPER AUTHORITY.

3. THIS PLAN CONSISTS OF ALLEGHENY COUNTY BLOCK AND LOT NUMBERS: 73-B-298, 74-B-370, 73-G-289 & 73-G-290.

4. ALL AREAS WITHIN PARCELS C THROUGH J, WITH THE EXCEPTION OF THE AREAS WITHIN A BUILDING FOOTPRINT, ARE INTENDED TO REMAIN AS COMMON OPEN SPACE FOR THE USE OF THE COMMUNITY. SAID OPEN SPACE AREAS SHALL ALSO SERVE AS UTILITY EASEMENTS FOR PUBLIC UTILITY COMPANY FACILITIES AND DRAINAGE EASEMENTS FOR STORMWATER RUNOFF OR TOWNSHIP CONVEYANCE FACILITIES. NOTE THAT SAID GENERAL EASEMENTS DO NOT INCLUDE LOTS 1 THROUGH 15 OR PARCELS K, L AND M. SPECIFIC EASEMENTS RELATING TO THESE LOTS AND PARCELS ARE DEPICTED ON SHEETS 4 AND 5 OF 5.

5. IF DEMED THAT AN IRON PIN WILL BE SET AT THAT PROPERTY CORNER.

6. WAIVERS HAVE BEEN GRANTED BY ALLEGHENY COUNTY ECONOMIC DEVELOPMENT IN A LETTER DATED 18 FEBRUARY 2004 FOR THE FOLLOWING:
   - 5.10.6 – TRAFFIC IMPACT STUDY.
   - 6.10.11 – MINIMUM CENTERLINE RAISE, GRANTED FOR THE 4 CURVES AS NOTED.

7. STOWE TOWNSHIP BOARD OF ADJUSTMENT HAS GRANTED A VARIANCE FOR PARKING ON MAY 5, 2004.

8. STORM AND SANITARY SEWER EASEMENTS FOR PARCELS C1, C2, D1, D2, E1, E2, F1, F2, G1, G2, H1, H2 AND J:

A UTILITY EASEMENT UP TO A MAXIMUM OF 20 FEET IN WIDTH SHALL BE DEDICATED FOR ALL SANITARY SEWER MAINLINES 8 INCHES INSIDE DIAMETER - ID) OR LARGER AND ALL STORM SEWERS 15 INCHES (ID) OR LARGER. THE FINAL LOCATIONS OF THE EASEMENTS ARE BASED ON THE AS-BUILT FIELD LOCATIONS. IN THE EVENT THAT THE BUILDING FOOTPRINT ENCROACHES INTO THE ABOVE MENTIONED EASEMENT, THE EASEMENT WILL TERMINATE WITHIN FIVE (5) FEET OF THE FACE OF BUILDING OR FOUNDATION WHICHEVER IS GREATER. THE STORM SEWER AND SANITARY SEWER PIPE SIZES ARE DEPICTED ON THE FINAL UTILITY CONSTRUCTION PLANS SHEET NUMBERS DATED JUNE 30, 2004 22 THROUGH 29 OF 78 PREPARED BY GAI CONSULTANTS, INC.

INDEX OF SHEETS:

SHEET	1	CERTIFICATIONS AND NOTES
SHEETS	2 – 3	LOTS AND PARCELS
SHEETS	4 – 5	EASEMENTS, CENTERLINE GEOMETRY, MONUMENTATION

AREA TABULATION:

TOTAL LOT AREA	=	1.291 ACRES
TOTAL PARCEL AREA	=	22.124 ACRES
TOTAL DEDICATED R/W	=	7.225 ACRES
TOTAL PLAN AREA	=	30.640 ACRES

APPLICANT/DEVELOPER:

OHIOVIEW HOUSING PARTNERSHIP, LP. I AND II
SUITE 3810
ONE LIBERTY PLACE
PHILADELPHIA, PA 19103-7332
PHONE: (215) 979-1662

LANDOWNER:

ALLEGHENY COUNTY HOUSING AUTHORITY
STOWE TOWNSHIP,
ALLEGHENY COUNTY, PENNSYLVANIA
PHONE: (412) 402-2440

ALL SEALS AND SIGNATURES MUST BE IN BLACK INK

ALLEGHENY COUNTY HOUSING AUTHORITY | MUNICIPAL ENGINEER | STOWE TOWNSHIP PLANNING COMMISSION | STOWE TOWNSHIP COMMISSIONERS | ALLEGHENY COUNTY ECONOMIC DEVELOPMENT | RECORDER OF DEEDS

04-035
7792

Doc ID: 438 PG: 1 OF 5 Vol: 249 Pg: 34 Oct 26, 2004 2:49:02 PM

REVISIONS

DESCRIPTION	BY	CHK	APP	DATE

SCALE: N/A
DATE: 10/26/2004
DRAWN:
CHECKED:
APPROVED: PMG

SUBDIVISION PLAN
OHIOVIEW ACRES HOPE VI PROJECT PLAN OF LOTS
(BEING A RESUBDIVISION OF OHIOVIEW ACRES STREET DEDICATION PLAN, P.B.V. 77, PGS. 1-43)
STOWE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

OHIOVIEW HOUSING PARTNERSHIP, L.P. I & II
SUITE 3810
ONE LIBERTY PLACE
PHILADELPHIA, PENNSYLVANIA 19103-7332

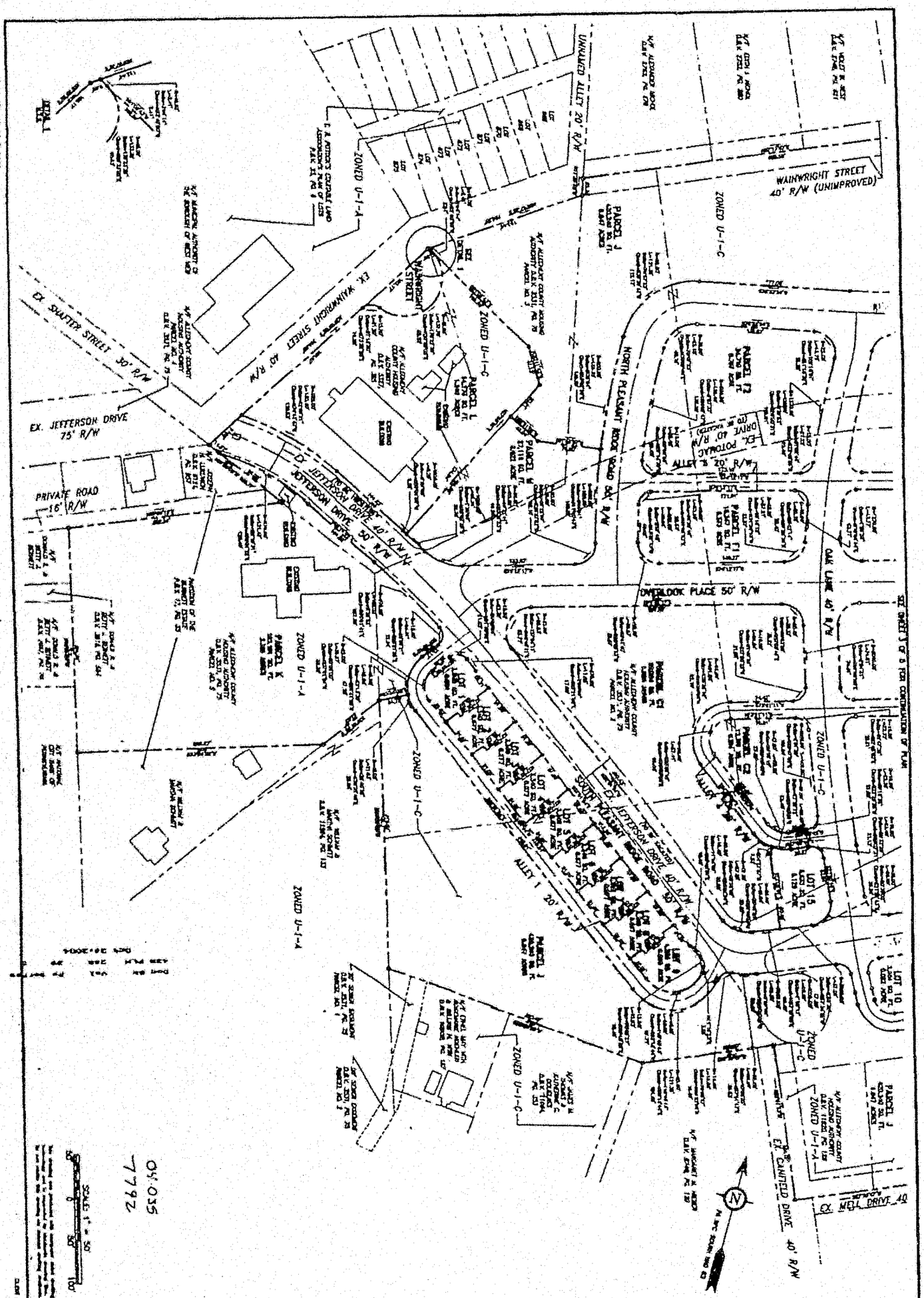
SU-046283-E

gai consultants
570 BEATTY ROAD
MONROEVILLE, PA 15146
PHONE: (412) 856-9000

PROJECT NO./DASH NO.: 2003-153-11
TASK NO.: 25
DRAWING NO.: D-C101
SHEET 1 OF 5

CAD DWG FILE NO. 2003-153-11-25-D-C001

CLIENT DRAWING NO.



04-035
7792

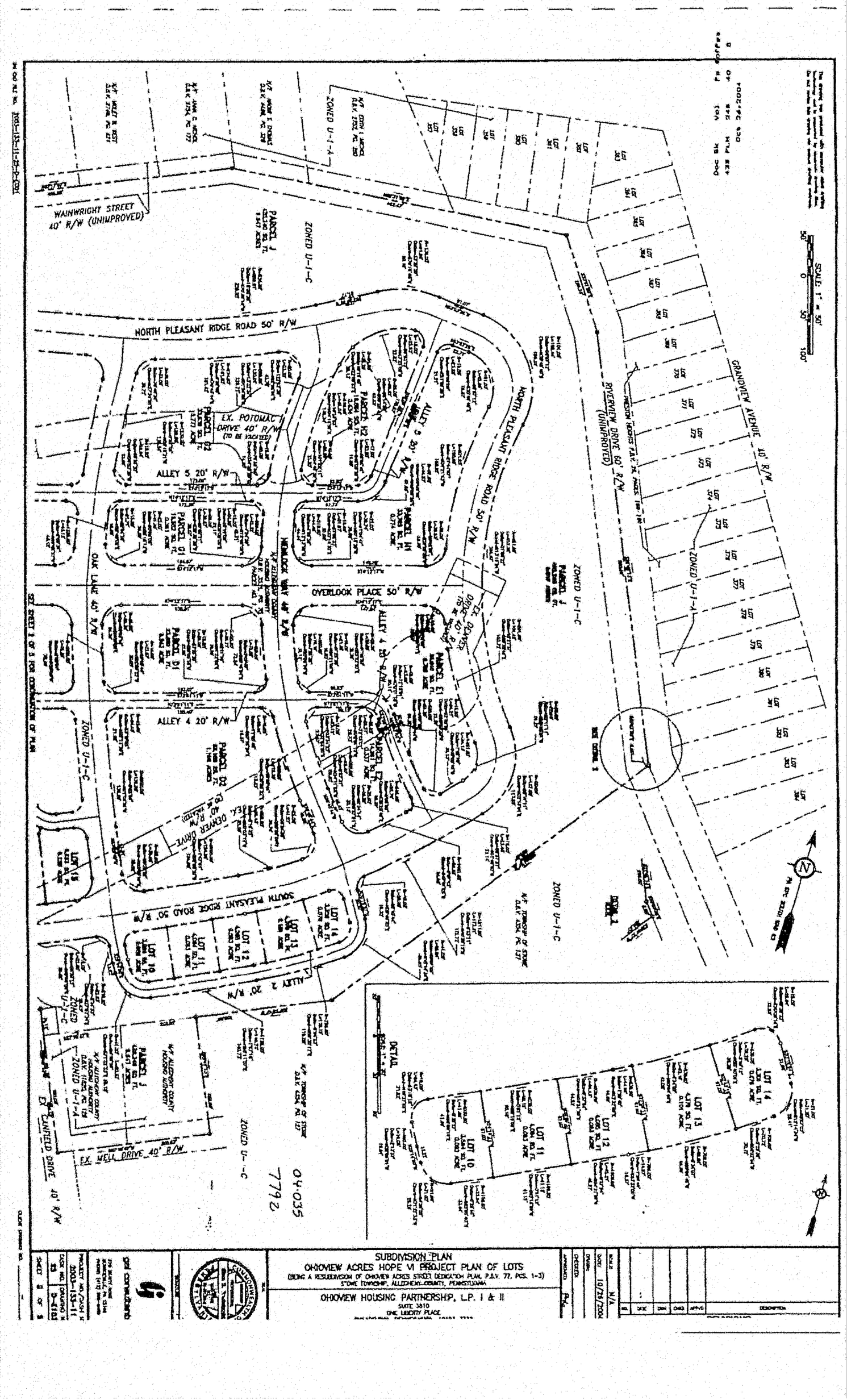
SUBDIVISION PLAN
OHIOVIEW ACRES HOPE VI PROJECT PLAN OF LOTS
BEING A RESUBDIVISION OF OHIOVIEW ACRES STREET DEDICATION PLAN, P.B.V. 77, PGS. 1-3)
STOWE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

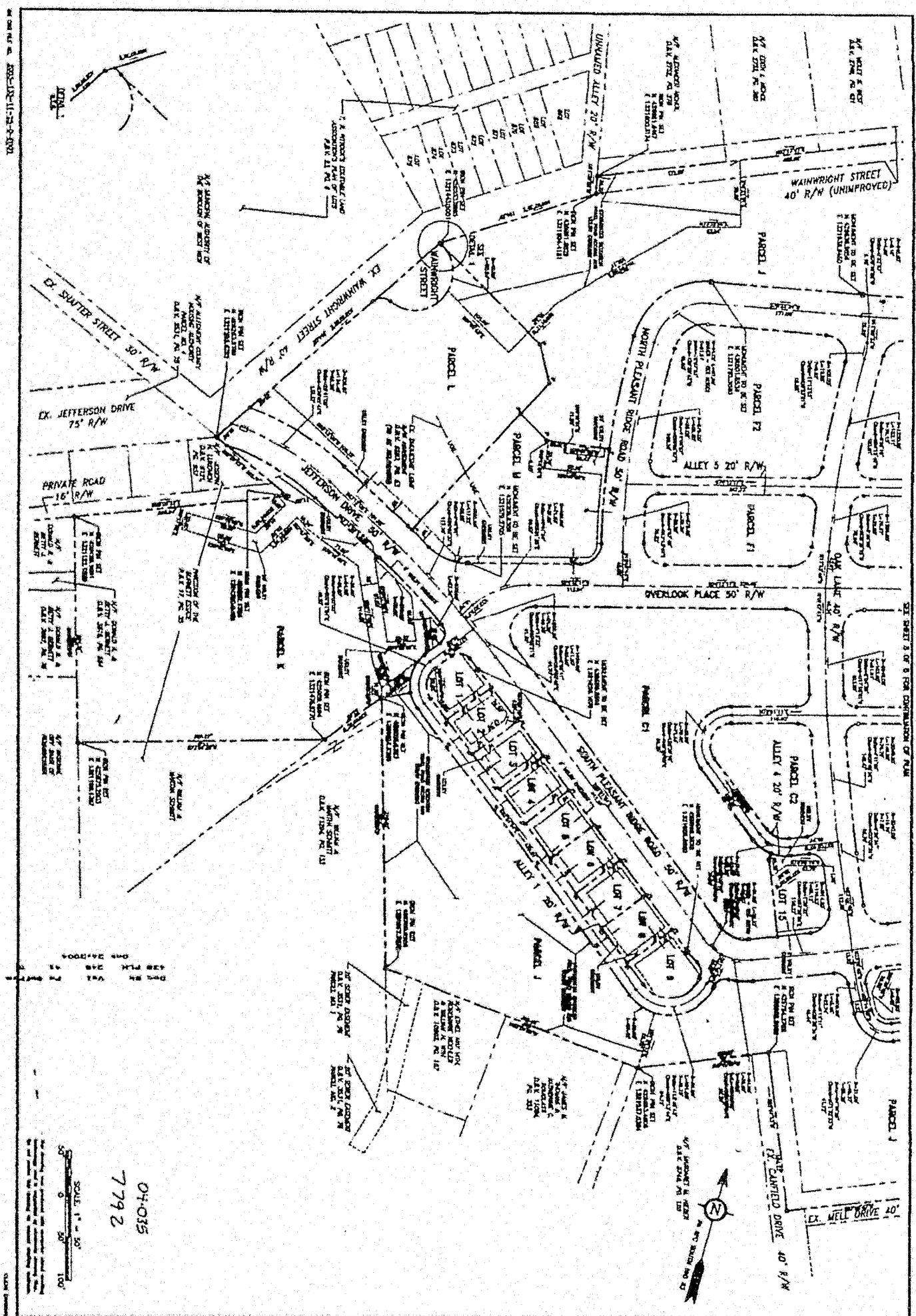
OHIOVIEW HOUSING PARTNERSHIP, L.P. 1 & II
SUITE 3610
ONE LIBERTY PLACE
PHILADELPHIA, PENNSYLVANIA 19103-7333

civil consultants

PROJECT NO./DOCUMENT NO.
10001-153-11
DRAWING NO.
D-0132
SCALE
1" = 50'
DATE
10/26/2004
APPROVED
CHECKED
DRAWN
PHJ
SHEET 2 OF 5

REVISIONS


WAINWRIGHT STREET
40' R/W (UNIMPROVED)
ZONED U-1-A
ZONED U-1-C
NORTH PLEASANT RIDGE ROAD 50' R/W
EX. POTOMAC DRIVE 40' R/W
(TO BE VACATED)
ALLEY 5 20' R/W
ALLEY 3 20' R/W
NORTH PLEASANT RIDGE ROAD 50' R/W
RIVERVIEW DRIVE 60' R/W
(UNIMPROVED)
GRANDVIEW AVENUE 40' R/W
OVERLOOK PLACE 50' R/W
OAK LANE 40' R/W
NORLOCK WAY 40' R/W
ALLEY 4 20' R/W
OWNER DRIVE
SOUTH PLEASANT RIDGE ROAD 50' R/W
ALLEY 2 20' R/W
EX. MELL DRIVE 40' R/W
EX. CANFIELD DRIVE 40' R/W
SEE SHEET 2 OF 2 FOR CONTINUATION OF PLAN
DETAIL
SCALE: 1" = 50'
0
50'
100'
N
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
PARCEL 8
PARCEL 9
PARCEL 10
PARCEL 11
PARCEL 12
PARCEL 13
PARCEL 14
PARCEL 15
PARCEL 16
PARCEL 17
PARCEL 18
PARCEL 19
PARCEL 20
PARCEL



SUBDIVISION PLAN

OHIOVIEW ACRES HOPE VI PROJECT PLAN OF LOTS

(BEING A RESUBDIVISION OF OHIOVIEW ACRES STREET DEDICATION PLAN, P.B.V. 72, PGS. 1-3)

STOWE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

OHIOVIEW HOUSING PARTNERSHIP, L.P. I & II

SUITE 3510

ONE LIBERTY PLACE

PHILADELPHIA, PENNSYLVANIA 19103-7333

gai CONSULTANTS

PROJECT NO. 2005-133-11

DRAWING NO. D-01.04

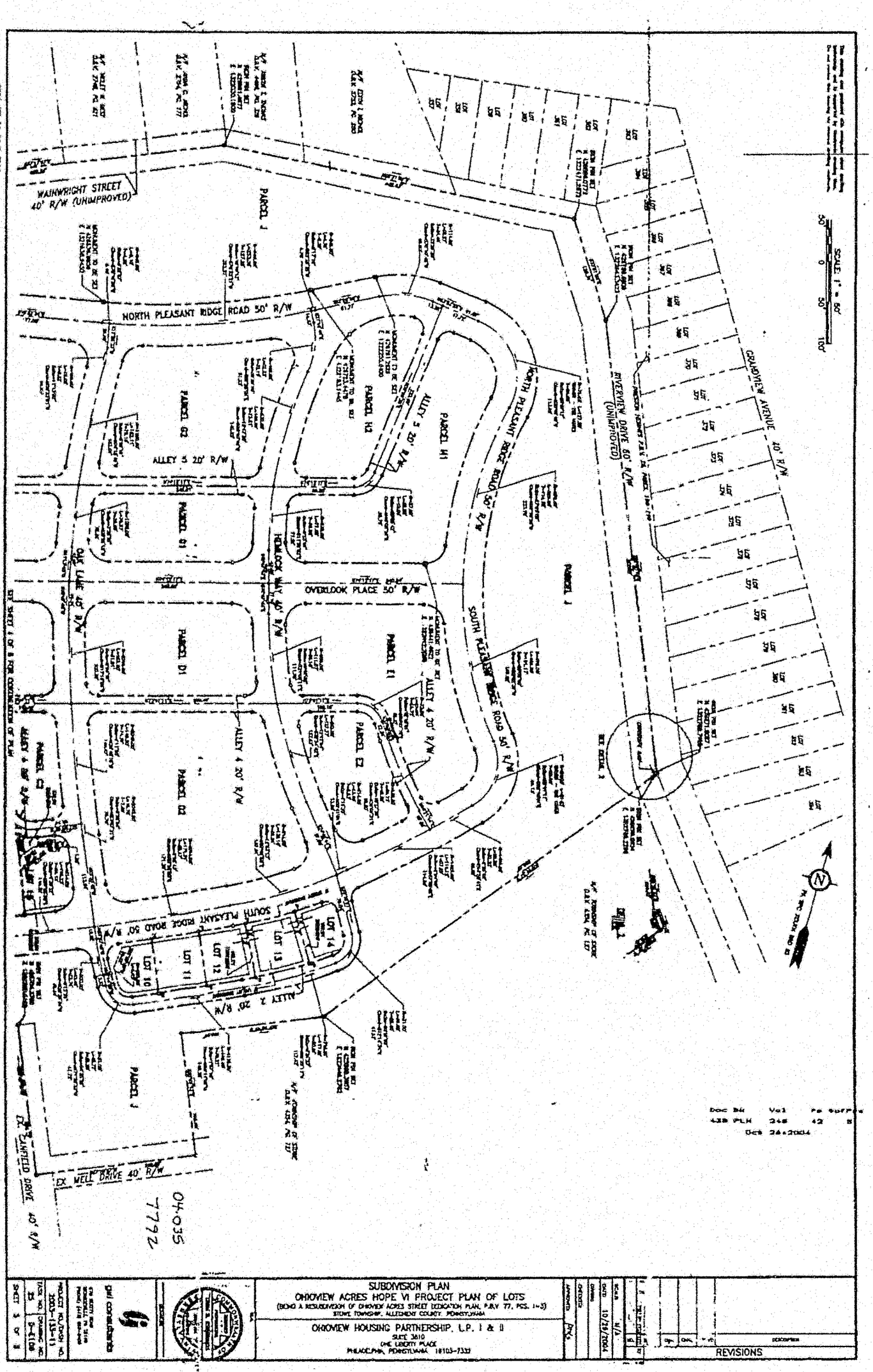
SHEET 4 OF 5

DATE 10/24/2006

REVISIONS

04-035

7792



Doc No Vol Pg 9pffs
438 PLN 348 42 8
Oct 26 2004

04-035
7792

SUBDIVISION PLAN
OHIOVIEW ACRES HOPE VI PROJECT PLAN OF LOTS
(BEING A RESUBDIVISION OF OHIOVIEW ACRES STREET DEDICATION PLAN, P.B.V. 77, PGS. 1-3)
STOWE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA

OHIOVIEW HOUSING PARTNERSHIP, L.P. I & II
SUITE 3610
ONE LIBERTY PLACE
PHILADELPHIA, PENNSYLVANIA 19103-7333

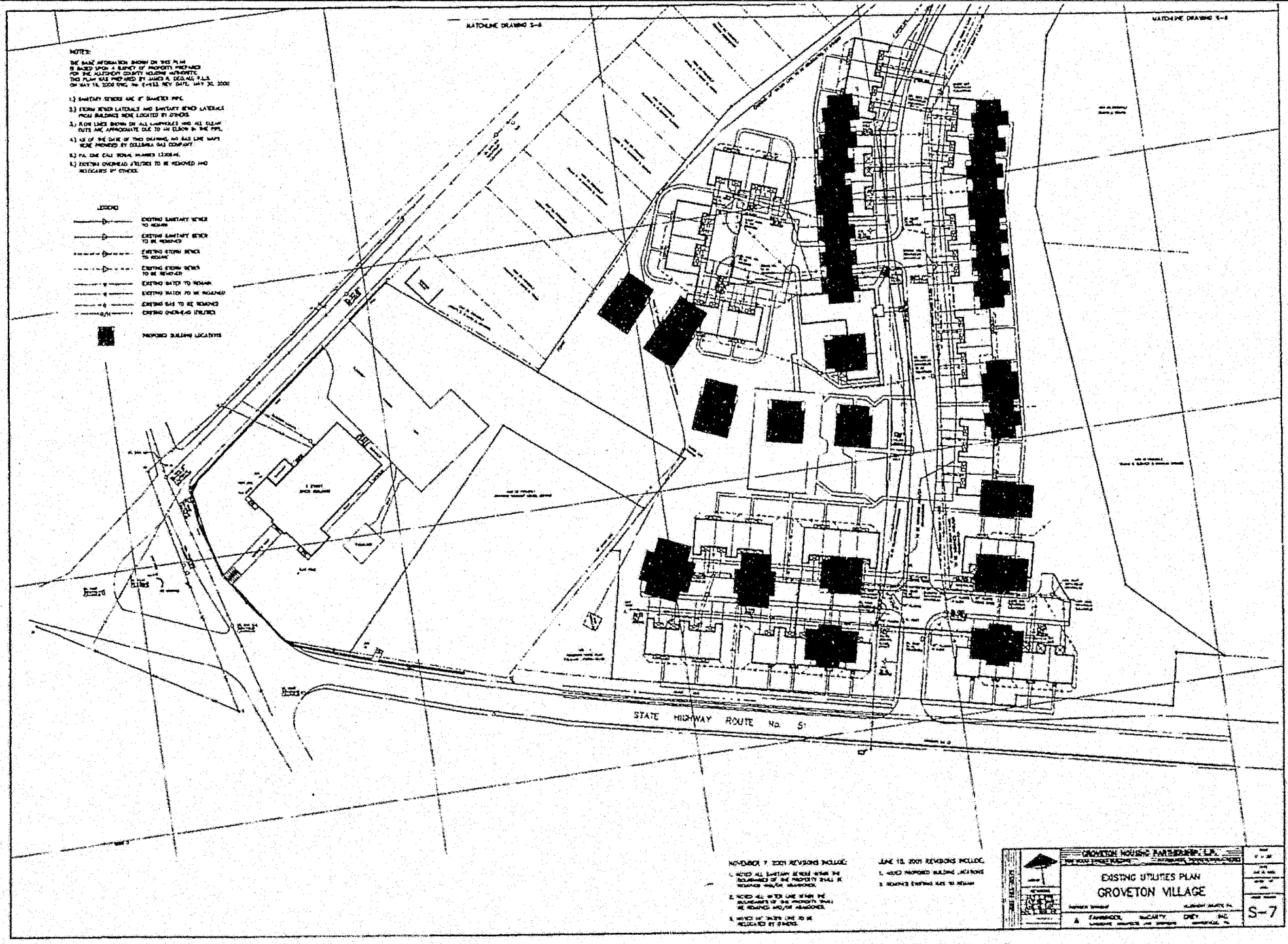
gai consultants

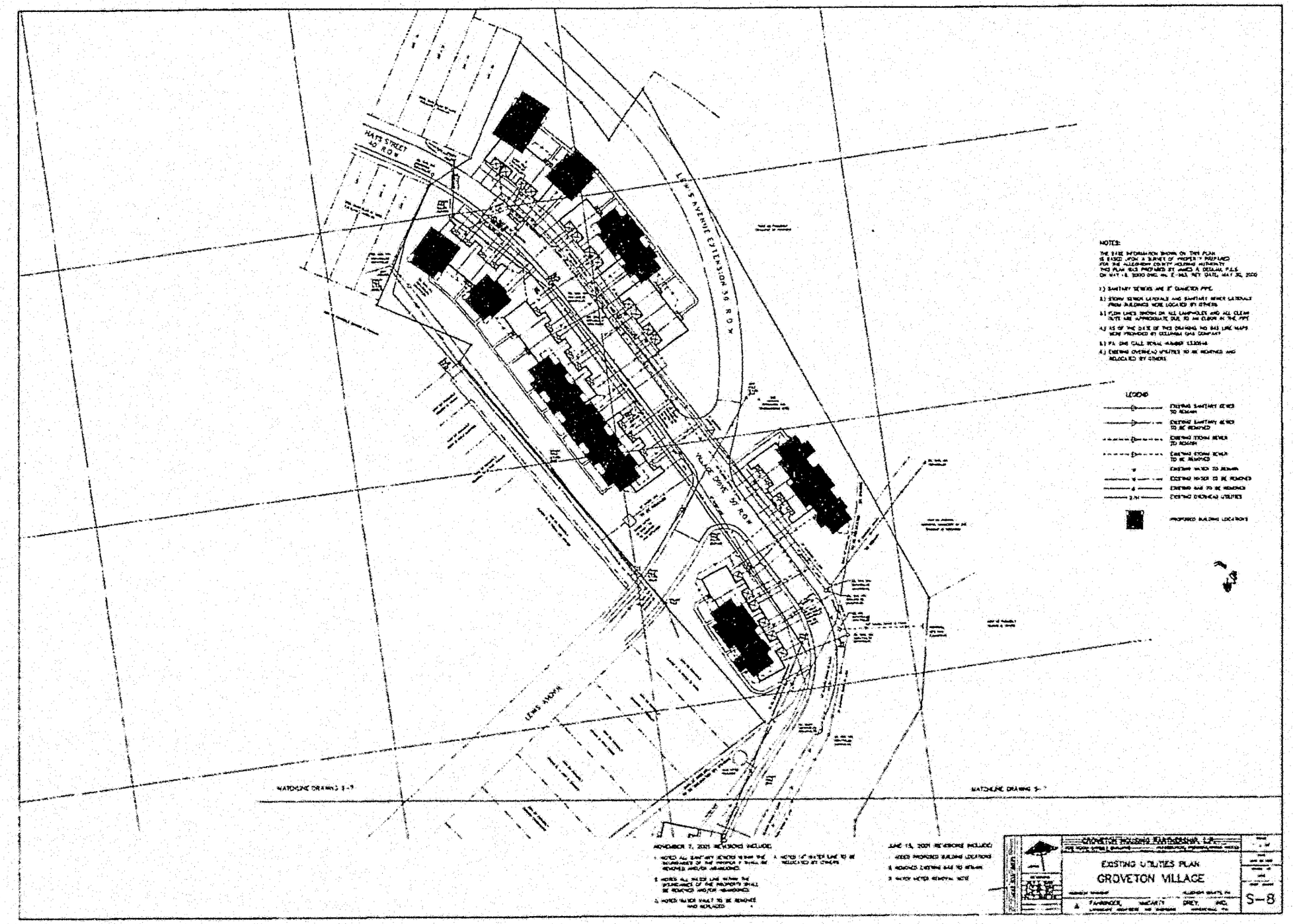
DATE: 10/29/2004
SCALE: 1" = 50'
APPROVED: PMK
DESIGNED:
DRAWN:
CHECKED:

REVISIONS

SHEET 5 OF 8

NOT SUBMITTED


MATCHLINE DRAWING S-6
MATCHLINE DRAWING S-8
NOTES:
THE BASE INFORMATION SHOWN ON THIS PLAN IS BASED UPON A SURVEY OF PROPERTY PREPARED FOR THE ALLEGHENY COUNTY HOUSING AUTHORITY. THIS PLAN WAS PREPARED BY JAMES A. DEGLAU, P.L.S. ON MAY 18, 2000 FMC No. 2-4153 REV. DATE: MAY 30, 2000
1.) SANITARY SEWERS ARE 8" DIAMETER PIPE.
2.) STORM SEWER LATERALS AND SANITARY SEWER LATERALS FROM BUILDINGS WERE LOCATED BY OTHERS.
3.) FLOW LINES SHOWN ON ALL MANHOLES AND ALL CLEAN OUTS ARE APPROXIMATE DUE TO AN ELBOW IN THE PIPE.
4.) AS OF THE DATE OF THIS DRAWING, NO GAS LINE MAPS WERE PROVIDED BY COLUMBIA GAS COMPANY.
5.) PA. ONE CALL SERIAL NUMBER 13308146.
6.) EXISTING OVERHEAD UTILITIES TO BE REMOVED AND RELOCATED BY OTHERS.
LEGEND
EXISTING SANITARY SEWER TO REMAIN
EXISTING SANITARY SEWER TO BE REMOVED
EXISTING STORM SEWER TO REMAIN
EXISTING STORM SEWER TO BE REMOVED
EXISTING WATER TO REMAIN
EXISTING WATER TO BE REMOVED
EXISTING GAS TO BE REMOVED
EXISTING OVERHEAD UTILITIES
PROPOSED BUILDING LOCATIONS
STATE HIGHWAY ROUTE No. 51
NOVEMBER 7, 2001 REVISIONS INCLUDE:
1. MOVED ALL SANITARY SEWER WITHIN THE BOUNDARIES OF THE PROPERTY SHALL BE RETAINED AND/OR ABANDONED.
2. MOVED ALL WATER LINE WITHIN THE BOUNDARIES OF THE PROPERTY SHALL BE REMAINED AND/OR ABANDONED.
3. MOVED ALL WATER LINE TO BE RELOCATED BY OTHERS.
JUNE 15, 2001 REVISIONS INCLUDE:
1. MOVED PROPOSED BUILDING LOCATIONS
2. REMOVED EXISTING GAS TO REMAIN
GROVETON HOUSING PARTNERSHIP, L.P.
EXISTING UTILITIES PLAN
GROVETON VILLAGE
S-7



NOTES:

THE BASE INFORMATION SHOWN ON THIS PLAN IS BASED UPON A SURVEY OF PROPERTY PREPARED FOR THE ALLEGHENY COUNTY HOUSING AUTHORITY. THIS PLAN WAS PREPARED BY JAMES A. DELUNA, P.L.S. ON MAY 18, 2000 AND IS DATED MAY 30, 2000

1.) SANITARY SEWERS ARE 8" DIAMETER PIPE.

2.) STORM SEWER LATERALS AND SANITARY SEWER LATERALS FROM BUILDINGS WERE LOCATED BY OTHERS.

3.) FLOW LINES SHOWN ON ALL MANHOLES AND ALL CLEAN OUTS ARE APPROXIMATE ONLY, TO BE CLEARLY IN THE PIPE.

4.) AS OF THE DATE OF THIS DRAWING NO GAS LINE MAPS WERE PROVIDED BY COLUMBIA GAS COMPANY.

5.) PA ONE CALL SERIAL NUMBER 1320548

6.) EXISTING OVERHEAD UTILITIES TO BE REMOVED AND RELOCATED BY OTHERS.

LEGEND

- EXISTING SANITARY SEWER TO REMAIN
- EXISTING SANITARY SEWER TO BE REMOVED
- EXISTING STORM SEWER TO REMAIN
- EXISTING STORM SEWER TO BE REMOVED
- EXISTING WATER TO REMAIN
- EXISTING WATER TO BE REMOVED
- EXISTING GAS TO BE REMOVED
- EXISTING OVERHEAD UTILITIES
- PROPOSED BUILDING LOCATIONS

NOVEMBER 7, 2001 REVISIONS INCLUDE:

1. NOTED ALL SANITARY SEWERS WITHIN THE RIGHT-OF-WAY OF THE PROPERTY SHALL BE REMOVED AND/OR ABANDONED.
2. NOTED ALL WATER LINE WITHIN THE RIGHT-OF-WAY OF THE PROPERTY SHALL BE REMOVED AND/OR ABANDONED.
3. NOTED WATER VAULT TO BE REMOVED AND REPLACED.
4. NOTED 12" WATER LINE TO BE RELOCATED BY OTHERS.

JUNE 13, 2001 REVISIONS INCLUDE:

5. ADDED PROPOSED BUILDING LOCATIONS
6. REMOVED EXISTING GAS TO REMAIN
7. NOTED WATER REMOVAL NOTE

GROVETON HOUSING PARTNERSHIP, L.P.

EXISTING UTILITIES PLAN

GROVETON VILLAGE

PITTSBURGH, PENNSYLVANIA

ALLEGHENY COUNTY, PA

KINGSLEY ASSOCIATES

S-8

By a resolution approved on this 2nd day of October, 2001, the Board of Directors of Residential Resources, Inc., a Pennsylvania non-profit corporation in the Commonwealth of Pennsylvania, owner of a portion of the land shown on the Groveton Village plan contained in this plan in the plan of lots and improvements dedicated all streets and other property hereinafter for dedication on this plan to the Township of Robinson. This adoption and dedication shall be binding upon the corporation and upon its successors and assigns.

Residential Resources, Inc.

Witness

Authorized Officer of Residential Resources, Inc.

11/22/01
Date

Before me, the undersigned Notary Public in and for the Commonwealth of Pennsylvania and County of Allegheny, personally appeared the above named JOHN JEFFREY LEONARD of Residential Resources, Inc., who stated that (he/she) is authorized to execute the above adoption and dedication on behalf of the corporation and was present at the meeting at which the action of the corporation was taken to adopt the plan and dedicate public property contained therein to the Township of Robinson.

WITNESS MY HAND AND NOTARIAL SEAL THIS 27th day of NOVEMBER, 2001.

My commission expires the 26th day of JULY, 2005

Notary Public

Notarial Seal
Phyllis A. Lang, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 26, 2005
Member, Pennsylvania Association of Notaries

We, Residential Resources, Inc., owner of a portion of the Groveton Village Plan, do hereby certify that the title of this property is in the name of Residential Resources, Inc., as recorded in Deed Book Volume 08536 pages 190 to 193 inclusive, in the Recorder of Deeds Office.

Residential Resources, Inc.

Witness

Authorized Officer of Residential Resources, Inc.

We, Residential Resources, Inc., hereby agree to indemnify and save harmless Robinson Township, its agents, and /or employees, from any and all liability by reason of the Township's reliance upon plans, drawings, specifications, and/or other statements submitted by us thereon, the subdivision being and of or by reason of damages which may be found to exist to property owners or occupiers other than the subdivider, as a result of the implementations of the proposed subdivision.

Residential Resources, Inc.

Witness

Authorized Officer of Residential Resources, Inc.

We, Residential Resources, Inc., for its successors and assigns do hereby release Robinson Township from all damages to any property adjoining the Groveton Village Plan by reason of lawful drainage of streets and surfaces water from said plan over, through and across said property.

Residential Resources, Inc.

Witness

Authorized Officer of Residential Resources, Inc.

We, Chase Manhattan Trust Company, National Association, mortgagee of a portion of the property contained in this Groveton Village Plan, do hereby consent to the recording of said plan in the Recorder of Deeds Office of Allegheny County, Pennsylvania, and to the dedications and covenants appearing hereon.

Witness

Chase Manhattan Trust Company, National Association

We, Allegheny County Housing Authority, a body corporate and politic exercising under the provisions of the General Clean County Authority Act, owners of a portion of the land contained in the Groveton Village Plan, further indemnify and Tax Parcel 272-L-136, hereby adopt the plan on our plan of lots and irrevocably consent to the dedication of all streets and other property identified for dedication on the plan to the Township of Robinson. This adoption and dedication shall be binding upon the Allegheny County Housing Authority and upon its successors and assigns.

IN WITNESS OF WHICH, be this we set our hand and seal this 8 day of NOVEMBER 2001.

ATTEST:

Witness

Frank Ogrozi
Allegheny County Housing Authority

Before me, the undersigned Notary Public in and for the Commonwealth of Pennsylvania and County of Allegheny personally appeared the above named Frank Ogrozi Executive Director of Allegheny County Housing Authority who stated that (he/she) is authorized to execute the above adoption and dedication on behalf of the corporation and was present at the meeting at which the action of the corporation was taken to adopt the plan and dedicate public property contained therein to the Township of Robinson.

WITNESS MY HAND AND NOTARIAL SEAL THIS 8th day of NOVEMBER 2001.

My commission expires the 15th day of MARCH 2004

Notary Public

Notarial Seal
Deborah Bistarkis, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Mar. 15, 2004
Member, Pennsylvania Association of Notaries

We, Allegheny County Housing Authority, owner of a portion of the Groveton Village Plan, do hereby certify that the title of this property is in the name of Allegheny County Housing Authority, as recorded in Deed Book Volume 5337 pages 88 to 93 inclusive, in the Recorder of Deeds Office and subject, however, to that certain Declaration of Trust dated as of November 1, 1999 and recorded December 29, 1999 in Deed Book Volume 10,911, page 484.

Witness

Allegheny County Housing Authority

Frank Ogrozi
Authorized Officer of Allegheny County Housing Authority

We, Allegheny County Housing Authority, hereby agree to indemnify and save harmless Robinson Township, its agents, and /or employees, from any and all liability by reason of the Township's reliance upon plans, drawings, specifications, and/or other statements submitted by us thereon, the subdivision being and of or by reason of damages which may be found to exist to property owners or occupiers other than the subdivider, as a result of the implementations of the proposed subdivision.

Witness

Allegheny County Housing Authority

Frank Ogrozi
Authorized Officer of Allegheny County Housing Authority

We, Allegheny County Housing Authority, for its successors and assigns do hereby release Robinson Township from all damages to any property adjoining the Groveton Village Plan by reason of lawful drainage of storm and surface water from said plan over, through and across said property.

Witness

Allegheny County Housing Authority

Frank Ogrozi
Authorized Officer of Allegheny County Housing Authority

I, James R. Higgins, a Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify, to the best of my knowledge, information, and belief, that this plan correctly represents a boundary survey completed by me; that all the monuments shown thereon actually exist; and that their location, size, type and material are correctly shown.

11/29/01
Date

James R. Higgins, P.S.
Registration No. 7716

I, Lowell F. McGee, a Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify, to the best of my knowledge, information, and belief, that this plan correctly represents the lots, lands, streets and highways as platted by me for the owners or reputed.

Aug. 16, 2001
Date

Lowell F. McGee
Fahringer, McCarty, Grey Inc.
Lowell F. McGee--Agent
Registration No. SU-001309-A

I, Lowell F. McGee, a Registered Professional Engineer for the Township of Robinson, do hereby certify that this Subdivision Plan meets all the engineering requirements of the township Subdivision and Zoning ordinances, except as otherwise listed been authorized by the approved authority.

Feb 26, 2001
Date

2 B774-R
Registration No.

Approved by the Township of Robinson Planning Commission this 21 day of December, 2001

Secretary

Chairman

The Board of Commissioners of the Township of Robinson hereby gives public notice that, in approving this plan for recording purposes only, the Township of Robinson assumes no obligations, legal or otherwise, maintenance or liabilities either to accept said streets as Township streets or roads, or grade, pave and curb the streets in said plan, or to construct sewers therein or to install any other such service ordinarily installed in Township streets or roads.

Approved by the Board of Commissioners of the Township of Robinson this 21 day of December, 2001

Secretary

President of the Board

Approved by the Allegheny County Department of Economic Development this 31 day of December, 2001

Director

Recorded in the Recorder's Office for the recording of deeds, plans etc., in said County in Plan Book Volume 232 Page(s) 145 to 148. Given under my hand and seal this 7th day of December, 2001.

Acting Recorder



LOCATION MAP
SCALE: 1" = 2000'

ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

TOTAL AREA IN THIS PLAN FOR RECORDING = 11.63 ACRES

6506
20-198

PREPARED FOR
GROVETON HOUSING PARTNERSHIP, L.P.
100 6000 STREET BUILDING PITTSBURGH, PENNSYLVANIA 15222

GROVETON VILLAGE PLAN

BEING A SUBDIVISION OF TAX PARCEL 272-L- 56 AND 272-K-188

SITUATE
ROBINSON TOWNSHIP ALLEGHENY COUNTY, PA.

FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0599
LOWELL F. McGEE--AGENT--PROFESSIONAL LAND SURVEYOR

JOB NO. 3471 DWG. NO. 33705

SCALE: AS SHOWN
DRAWN BY: JAK
CHKD. BY:
CHK'D. BY:

DATE: NOVEMBER 5, 2001
REVISIONS

SURVEYOR — JAMES RICHARD DEVLIN — Pennsylvania 7716

SURVEYOR — LOWELL F. McGEE

RESIDENTIAL RESOURCES, INC.

ALLEGHENY COUNTY HOUSING AUTHORITY

NORTHRIDGE CHASE MANHATTAN TRUST COMPANY NATIONAL ASSOCIATION

NOTARY

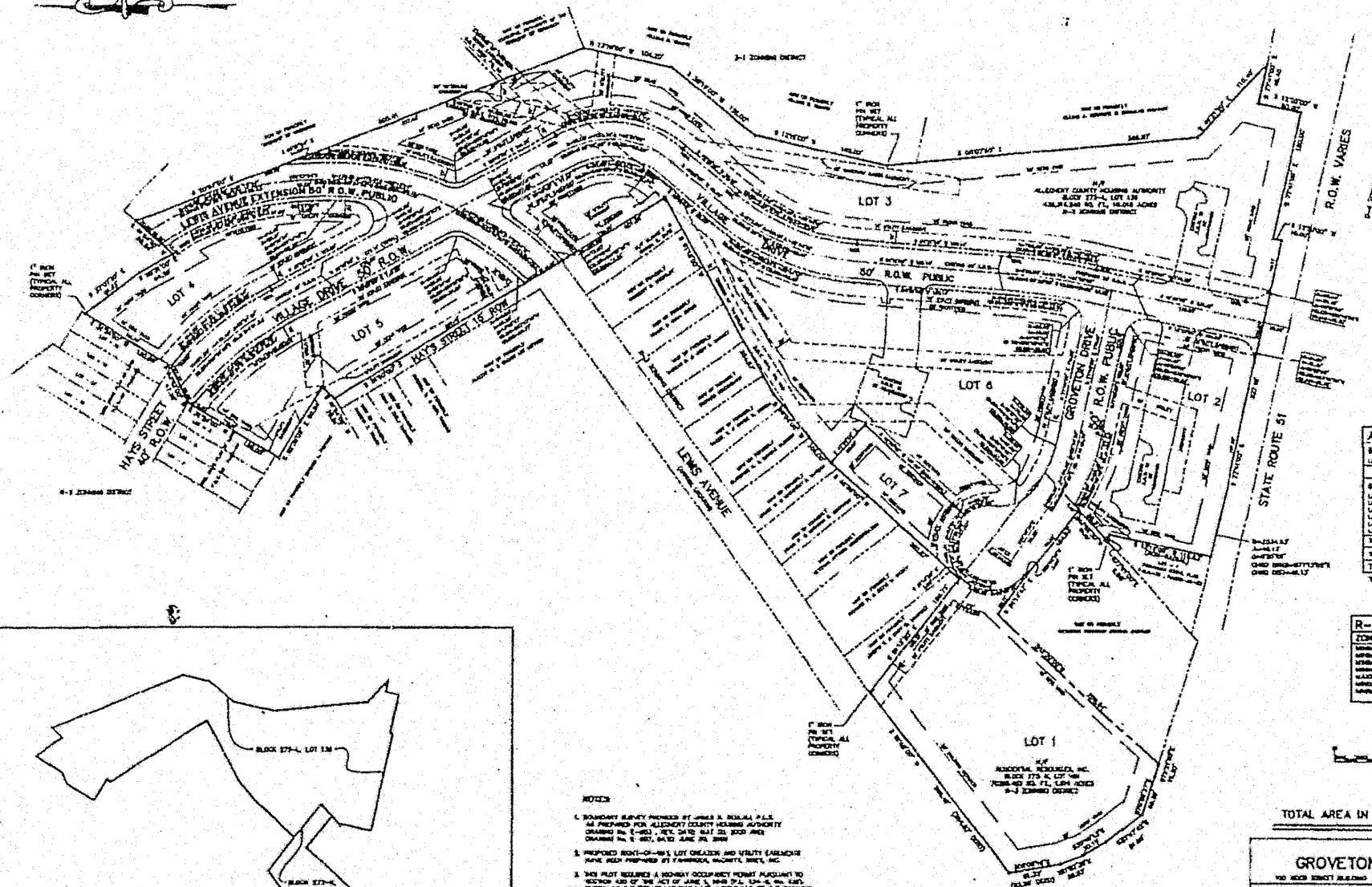
NOTARY

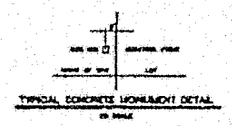
TOWNSHIP ENGINEER — LORRAINE J. LORINO

PLANNING COMMISSION TOWNSHIP OF ROBINSON

BOARD OF COMMISSIONERS TOWNSHIP OF ROBINSON — SEAL

SHEET NO. 1 OF 2 B - 2975





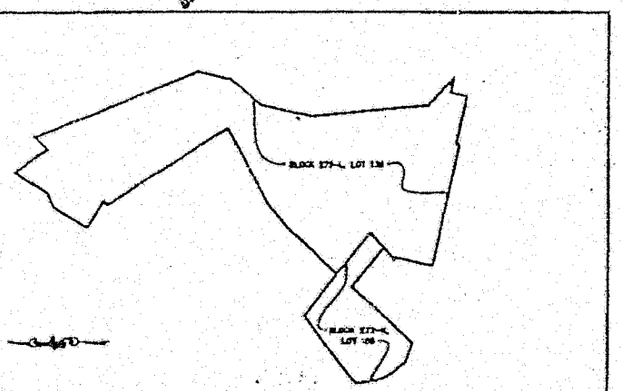
AREA TABULATION	
BLOCK 273-K-185	
LOT No. 1	1.43 ACRES
BLOCK 273-L-138	
TOTAL LOT ACREAGE=	9.02 ACRES
TOTAL R.O.W. TO BE DEDICATED=	1.69 ACRES
TOTAL AREA IN THIS PLAN=	11.83 ACRES
TOTAL R.O.W. TO BE RE-DEDICATED=	3.23 ACRES

R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT		
ZONING REQUIREMENTS		
MINIMUM FRONT YARD	20 FT.	
MINIMUM SIDE YARD	15 FT.	
MINIMUM REAR YARD	25 FT.	
MAXIMUM BUILDING HEIGHT	35 FT.	
MINIMUM LOT AREA - TWO FAMILY DWELLINGS	3000 SQ. FT.	PER UNIT
MINIMUM LOT AREA - TOWNHOUSE DWELLINGS	2400 SQ. FT.	PER UNIT

GRAPHIC SCALE

(IN FEET)

TOTAL AREA IN THIS PLAN FOR RECORDING = 11.83 ACRES



OVERALL PLAN

not to scale

NOTES:

1. BOUNDARY SURVEY PREPARED BY [illegible] P.L.S. AS PREPARED FOR ALLEGHENY COUNTY HOUSING AUTHORITY DRAWING No. [illegible], REV. DATED [illegible] 23, 2000 AND DRAWING No. [illegible], DATED JUNE 20, 2000.
2. PROPOSED RIGHT-OF-WAY, LOT CREATION AND UTILITY EASEMENTS SHOWN HEREON PREPARED BY FAHRINGER, McCARTY, GREY, INC.
3. THIS PLOT REQUIRES A HIGHWAY OCCUPANCY PERMIT PURSUANT TO SECTION 420 OF THE ACT OF JUNE 1, 1945 (P.L. 1242, No. 428), KNOWN AS THE "STATE HIGHWAY LAW". APPROVALS OF THE ROBINSON TOWNSHIP PLANNING COMMISSION AND BOARD OF COMMISSIONERS ARE CONDITIONAL, SUBJECT TO ACTION OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PURSUANT OF APPLICATION FOR A HIGHWAY OCCUPANCY PERMIT.
4. THIS PLAN IS SUBJECT TO A 15 FT. UTILITY EASEMENT WHICH PARALLELS THE STREET RIGHT-OF-WAYS.
5. BASELINE EASEMENTS NOTED AS EXCEPTIONS IN THE DEED OF OWNERSHIP D.B.V. 2507 PAGES 66-83, MORE EASEMENTS ARE NOT PLOTTABLE WITH INFORMATION AVAILABLE TO THE SURVEYOR.

GROVETON HOUSING PARTNERSHIP, L.P.

100 [illegible] BUILDING — PITTSBURGH, PENNSYLVANIA 15222

GROVETON VILLAGE PLAN

SITUATE IN

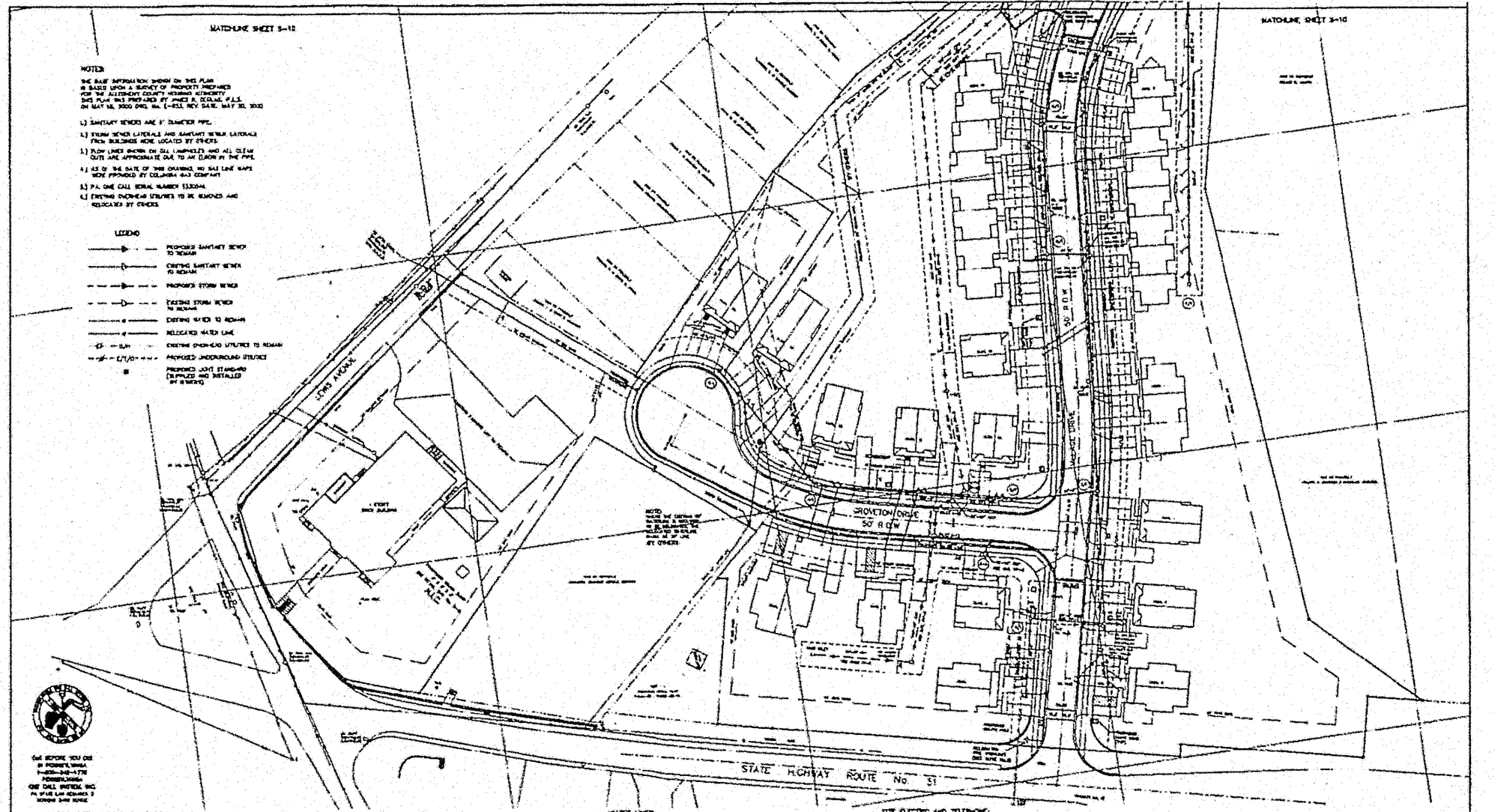
ROBINSON TOWNSHIP — ALLEGHENY COUNTY, PA.

FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-5560
LOWELL F. McCOY - AGENT - PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 60'
DRAWN BY: JAE
CALC. BY: JAE
CHK'D BY:

DATE: FEB. 16, 2001
REVISIONS: APRIL 3, 2001 JAE

SHEET NO. 2 OF 2 B - 2872-24



CALL BEFORE YOU DIG
OR BEFORE YOU
PHONE, WRITE
1-800-242-1776
PENNSYLVANIA
ONE CALL SYSTEM, INC.
PA. 811 LAW REQUIRES 3
WORKING DAYS NOTICE

NOTES FOR CONSTRUCTION:

GENERAL:

1. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF MUNICIPAL AGENCIES, GOVERNING AUTHORITIES, AND PUBLIC UTILITY COMPANIES HAVING JURISDICTION OVER SPECIFICATIONS, AND STANDARDS FOR CONSTRUCTION, AND THE CONTRACT DOCUMENTS.
2. THE OWNER SHALL PROVIDE ENGINEERING SERVICES FOR THE ORIGINAL LAYOUTS, THE CONSTRUCTION STAKING BY REPRESENTATIVES FOR, AND SUBSEQUENT PLANNING MODIFICATIONS.
3. ALL STREET INTERSECTION BOUNDARIES SHOWN HEREON ARE TANGENT TO THE CURB LINES AND SHALL BE ACCOMPLISHED WITH CONCRETE CURBING AS SPECIFIED HEREIN. THE CONCRETE SHALL BE AS SPECIFIED HEREIN AND SHALL BE MECHANICALLY LAYED FOR THE ENTIRE LENGTH OF THE RADIUS

NOTES:

1.) SANITARY SEWERS ARE 8" DIAMETER PIPE.

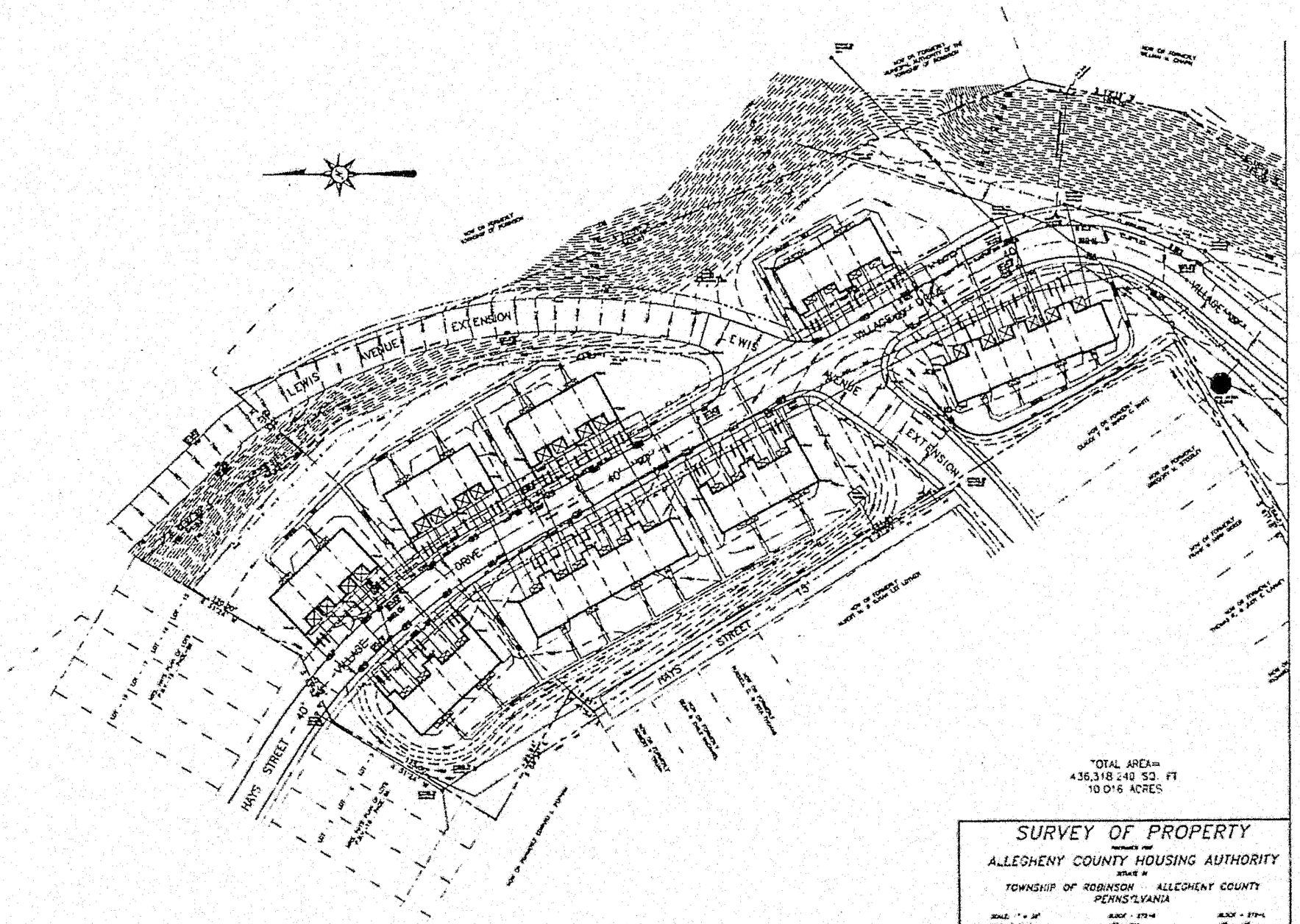
2.) STORM SEWER CATCHBASINS AND SANITARY SEWER MANHOLES FROM BUILDINGS WERE LOCATED BY OTHERS.

3.) ALL INVERTS OF SANITARY MANHOLES, STORM MANHOLES AND CATCH BASINS ARE TRUE ELEVATIONS.

4.) FLOW LINES SHOWN ON ALL MANHOLES AND ALL CLEAN OUTS ARE APPROXIMATE DUE TO 90° ELBOW IN THE PIPE.

5.) AS BY THE DATE OF THIS DRAWING, NO ONE CALL MAPS WERE PROVIDED BY COLUMBIA GAS COMPANY.

6.) PA. ONE CALL SERIAL NUMBER 1330644



TOTAL AREA=
436,318.240 SQ. FT
10.016 ACRES

SURVEY OF PROPERTY

PREPARED FOR

ALLEGHENY COUNTY HOUSING AUTHORITY

SITUATE IN

TOWNSHIP OF ROBINSON ALLEGHENY COUNTY
PENNSYLVANIA

BLOCK - 5724-N
LOT - 1A

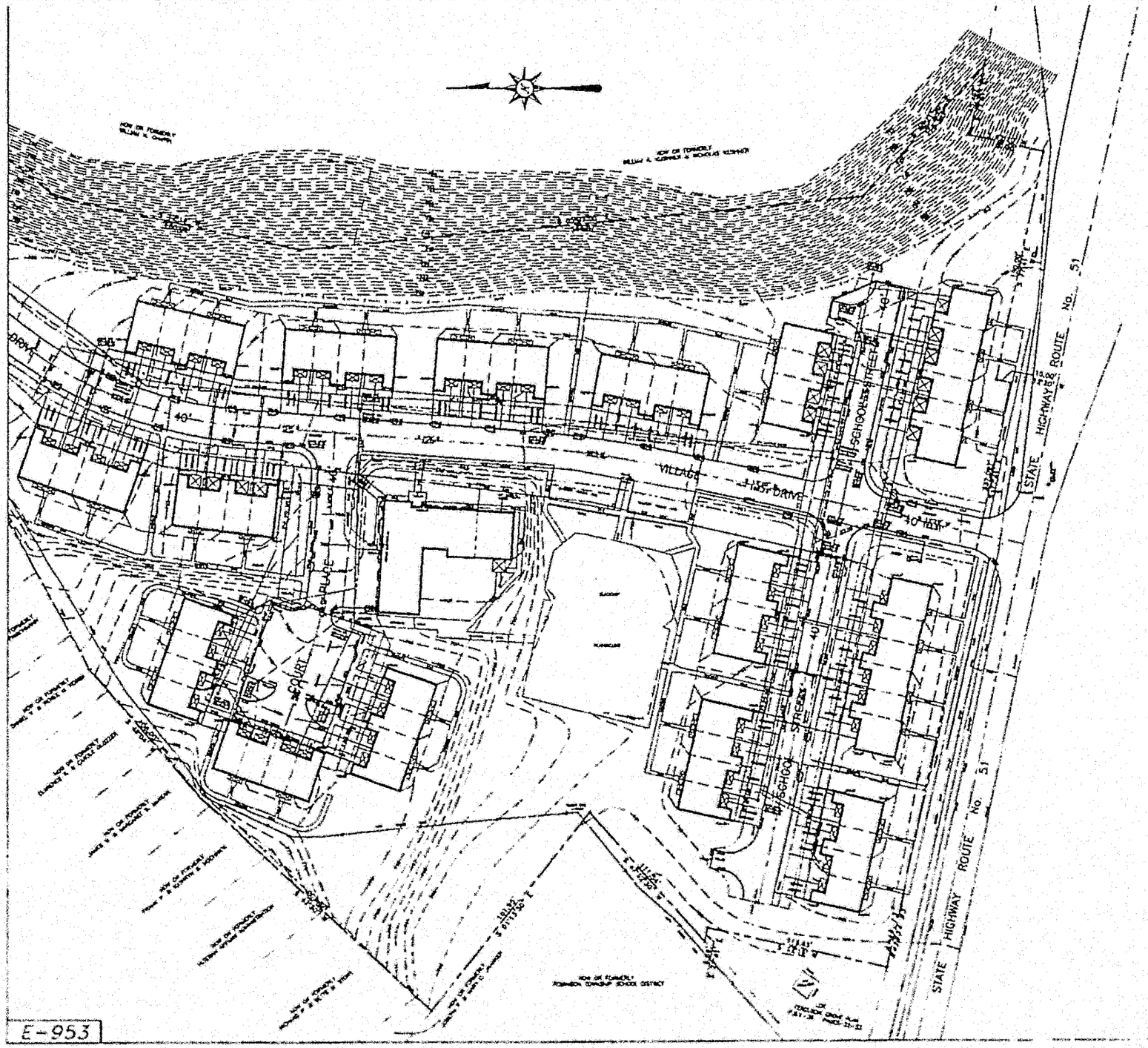
BLOCK - 5724-N
LOT - 1B

PREPARED BY

JAMES A. SCULLY REGISTERED SURVEYOR REGISTRATION NO. 5724-E

SHEET 1 of 2

E-953



NOTES:

1) EXISTING SEWERS ARE 8" DIAMETER PIPE
2) EXTERNAL SEWER LATERALS AND SANITARY SEWER LATERALS FROM BUILDINGS WERE LOCATED BY OTHERS.
3) ALL INVERTS OF SANITARY MANHOLES, STORM MANHOLES AND CATCH BASINS ARE TRUE ELEVATIONS.
4) FLOW LINES SHOWN ON ALL MANHOLES AND ALL CLEAN OUTS ARE APPROXIMATE DUE TO 4" SLUDGE IN THE PIPE.
5) AS OF THE DATE OF THIS DRAWING, NO GAS LINE MAPS WERE PROVIDED BY COLUMBIA GAS COMPANY.
6) PA. ONE CALL SERIAL NUMBER 1330644

TOTAL AREA=
436,318.243 SQ. FT
10.015 ACRES

SURVEY OF PROPERTY

PREPARED FOR
ALLEGHENY COUNTY HOUSING AUTHORITY
SITUATE IN
TOWNSHIP OF ROBINSON – ALLEGHENY COUNTY
PENNSYLVANIA

SCALE: 1" = 30'
DATE: FEB. 2000

BLOCK - 3704-B
LOT - 81

BLOCK - 3704-L
LOT - 170

PREPARED BY
JAMES A. MCKLAIR – REGISTERED SURVEYOR – REGISTRATION NO. 17711-E
2001 JACOBS VIEW ROAD – CHAPEL PLAINS, SUITE ONE – SWEETPORT, PA. 15131 – PHONE (412) 074 – 4483

DRAWN BY: JM
CHECKED BY: JAM

AS SURVEYED
12 JULY 00, 24000
12 AUG 00, 25000

SHEET 2 OF 2

E-953

C-2006623 3
01-09-07
PITT C-10



Wednesday,
July 31, 2002

RECEIVED
JAN 18 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Part III

Department of Housing and Urban Development

Notice of Funding Availability for Revitalization of Severely Distressed Public Housing HOPE VI Revitalization Grants; Fiscal Year 2002; Notice

DOCKETED
APR 04 2007

DOCUMENT
FOLDER

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-4758-N-01]

Notice of Funding Availability for Revitalization of Severely Distressed Public Housing HOPE VI Revitalization Grants; Fiscal Year 2002

AGENCY: Office of Public and Indian Housing, HUD.

ACTION: Notice of funding availability (NOFA).

SUMMARY: This NOFA announces the availability of approximately $492.5 million in FY 2002 funds for the HOPE VI Revitalization Program.

I. Program Overview

(A) Purpose of the Program

In accordance with section 24(a) of the United States Housing Act of 1937 (1937 Act), the purpose of HOPE VI Revitalization grants is to assist public housing agencies (PHAs) to:

(1) Improve the living environment for public housing residents of severely distressed public housing projects through the demolition, rehabilitation, reconfiguration, or replacement of obsolete public housing projects (or portions thereof);

(2) Revitalize sites (including remaining public housing dwelling units) on which such public housing projects are located and contribute to the improvement of the surrounding neighborhood;

(3) Provide housing that will avoid or decrease the concentration of very low-income families; and

(4) Build sustainable communities.

(B) Available Funds

Approximately $492.5 million, in accordance with Section II below.

(C) Eligible Applicants

Public Housing Authorities that have severely distressed housing in their inventory and are otherwise in conformance with the threshold requirements provided in Section III of this NOFA. PHAs that only administer Section 8 and Tribal PHAs are not eligible to apply.

(D) Application Deadline

Revitalization grant applications are due on November 29, 2002, as described in Section IV(B) of this NOFA.

(E) Authority

(1) The funding authority for HOPE VI Revitalization grants under this HOPE VI NOFA is provided by the Fiscal Year 2002 Department of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 2002 (Pub.L. 107-73, approved on November 26, 2001) (FY 2002 HUD Appropriations Act) under the heading "Revitalization of Severely Distressed Public Housing (HOPE VI)."

(2) The program authority for the HOPE VI Program is section 24 of the 1937 Act (42 U.S.C. 1437v), as added by section 535 of the Quality Housing and Work Responsibility Act of 1998 (Pub. L. 105-276, 112 Stat. 2461, approved October 21, 1998).

II. Allocation of HOPE VI Funds

Type of assistance	Allocation of funds (Approximate)	Funds Available for award in this HOPE VI revitalization NOFA (Approximate)
Revitalization Grants	492,485,000	492,485,000
Demolition Grants	40,000,000	
Neighborhood Networks	5,000,000	
TechnicalAssistance	6,250,000	
Section 8 Assistance	30,000,000	
TOTAL	$573,735,000	$492,485,000

(A) Revitalization Grants. Approximately $492.5 million of the FY 2002 HOPE VI appropriation has been allocated to fund HOPE VI Revitalization grants and will be awarded in accordance with this HOPE VI Revitalization grant NOFA.

(B) Demolition Grants. Approximately $40 million of the FY 2002 HOPE VI appropriation has been allocated to fund HOPE VI Demolition grants and will be awarded in accordance with a separate HOPE VI Demolition grant NOFA.

(C) Neighborhood Networks. The FY 2002 appropriation for HOPE VI allocated $5 million for a Neighborhood Networks initiative for activities authorized in Section 24(d)(1)(C) of the Act, which provides for the establishment and operation of computer centers in public housing for the purpose of enhancing the self-sufficiency, employability, and economic self-reliance of public housing residents by providing them with on-site computer access and training resources. The availability of these funds will be announced in a separate NOFA, and, in accordance with the appropriation, they will be awarded to PHAs on a competitive basis. In addition, PHAs that receive grant funds under this NOFA are required to establish Neighborhood Networks and may use funds awarded under this NOFA for this purpose.

(D) Technical Assistance. The FY 2002 appropriation for HOPE VI allocated $6.25 million to provide technical assistance and contract expertise in the HOPE VI program, to be provided directly or indirectly by grants, contracts, or cooperative agreements, including training and cost of necessary travel, for participants in such training, by or to officials and employees of HUD and of PHAs, and to residents. Technical assistance funds will be administered by the Office of Public Housing Investments.

(E) Section 8. The cost of Section 8 tenant-based assistance that will be provided to FY 2002 HOPE VI Revitalization and Demolition grantees will come from the FY 2002 HOPE VI appropriation. Approximately $30 million will be allocated for such assistance. If this amount is more than the amount necessary, the remaining funds will be used for eligible activities under Section 24 of the Act, and made available for obligation before September 30, 2003.

(1) If you anticipate that you will need Section 8 assistance in order to carry out necessary relocation in conjunction with proposed revitalization during FY 2003, your application must include the number of vouchers you will need, both in total and in FY 2003, and a Section 8 application.

(2) If you will need Section 8 assistance in fiscal years beyond FY 2003 for revitalization or demolition that is being carried out in phases, or if

you have unused Section 8 vouchers that are available to be used for HOPE VI-related relocation in FY 2003 but will need more for subsequent years, you must request additional vouchers only as needed during the appropriate fiscal years.

(3) Section 8 assistance cannot be awarded or used to relocate residents from units that are to be demolished until those units have been approved by HUD for demolition.

(4) If you have previously received Section 8 assistance to relocate residents from the targeted severely distressed units, you may still apply for a HOPE VI Revitalization grant to physically replace those same units, or a HOPE VI Demolition Grant to demolish the units without replacement.

(5. You may request Section 8 assistance for the relocation of families who intend to move back to the site upon completion of the demolition and revitalization of the severely distressed project. Such families are not required to move back to the site if they prefer to keep the Section 8 assistance after revitalization activities are completed.

(6) You may request Section 8 assistance for all units covered under a HOPE VI Revitalization or Demolition application to relocate residents from units that will not be replaced with hard units.

(7) Section 8 vouchers are available as replacement units for all units that will be demolished, sold, or otherwise disposed of at the severely distressed project(s), minus the number of HOPE VI-eligible replacement units otherwise to be provided under Section 24(d)(1)(J) in connection with said project.

(8) In accordance with Section VII(D)(8) of this NOFA, to the extent that you need Section 8 vouchers for relocation purposes in connection with HOPE VI grant funds under this NOFA, in an amount that exceeds the number of units to be demolished, sold, or otherwise disposed of at the severely distressed project, you should apply for Section 8 vouchers in accordance with the separate funding notices to be issued by HUD. If the Department receives more requests for Section 8 vouchers than can be funded from FY 2002 funds, some applications may receive priority funding in 2003.

(9) You must have a 97 percent lease up rate or budget authority utilization rate for your current voucher program in order not to have your requested number of relocation/replacement vouchers reduced by HUD.

(10) For more information regarding the Section 8 Program, see Notice PIH 2001-20 (HA), which is available through HUDCLIPS at *www.hudclips.org*.

(F) Notwithstanding Section III(E)(4) of the General Section of the FY 2001 SuperNOFA regarding funding of unsuccessful applicants, HUD will not use any funds from this HOPE VI NOFA to fund any nonselected HOPE VI Revitalization applications submitted in previous years. Only applications submitted under this FY 2002 HOPE VI NOFA will be considered for funding.

III. Summary of Threshold Requirements

(A) The following are threshold requirements that must be met in order for a HOPE VI Revitalization application to be considered for funding. If the application fails to meet any one of these thresholds, HUD will not rate or rank the application, in accordance with Section XVII(B)(5) of this NOFA.

(B) Unless specifically stated that an item is curable, the threshold items in this Section III(B) are not subject to Section XVII(B)(3) of this NOFA regarding the correction of deficiencies.

(1) The applicant must qualify as an eligible applicant, as defined in Section VII(A)(1) of this NOFA.

(2) The application must be received by HUD by the deadline date and time, in accordance with Section IV(B) of this NOFA.

(3) Standard certifications must be submitted in accordance with Section XVI(A)(4) of this NOFA. Deficiencies in this item are curable, in accordance with Section XVII(B)(3) of this NOFA.

(4) The application must disclose all prior HUD public housing assistance for physical revitalization at the targeted project, in accordance with Section VII(B)(2) of this NOFA. This item is curable.

(5) The application must include a certification by a third party professional that the proposed costs meet the requirements of Section VI(C) of this NOFA. This item is curable.

(6) In accordance with Section VII(D)(1) of this NOFA, each applicant may submit only one HOPE VI Revitalization application.

(7) If an application proposes to revitalize more than one severely distressed public housing project, those projects must meet the requirements of Section VII(D)(3) of this NOFA.

(8) If an application proposes to revitalize a severely distressed scattered site project, the project must meet the requirements of Section VII(D)(4) of this NOFA.

(9) An application may not request HOPE VI Revitalization grant funds to revitalize units that were funded by an existing HOPE VI Revitalization grant, in accordance with Section VII(D)(6) of this NOFA.

(10) If an application proposes to use HOPE VI Revitalization funds to develop market rate units or affordable units which do not qualify as replacement units in accordance with Section VII(D)(7) of this NOFA, the entire application will be disqualified.

(11) If applicable the application must meet the requirements of separability, as described in Section VII(D)(11) of this NOFA.

(12) If an applicant has been designated as troubled, it must meet the requirements of Section VII(A)(1) of this NOFA.

(13) An applicant must have obligated at least 90 percent of its FY 1998–1999 Capital Funds in accordance with Section VII(A)(2) of this NOFA.

(14) An applicant which has one or more existing HOPE VI Revitalization grants will be disqualified if it has an open Inspector General (IG) or the General Accounting Office (GAO) audit finding related to the HOPE VI or Capital Fund Programs as of the application due date, in accordance with Section VII(A)(3)(a) of this NOFA.

(15) An applicant which has one or more existing HOPE VI Revitalization grants will be disqualified if one or more of those grants fails to meet the performance requirements described in Section VII(A)(3)(b) of this NOFA.

(16) An applicant must provide a certification that it has either procured a developer by the application deadline date or that it will act as its own developer, in accordance with Section VII(A)(5) of this NOFA.

(17) An application must include an Administrative and Compliance Checkpoints Report, as provided in the HOPE VI Revitalization Application Kit, that, at a minimum, reflects the timeliness of construction requirements of Section XIX(B) of this NOFA.

(18) An application must include a signed certification that the applicant or its procured property manager will implement the operation and management principles and policies in accordance with Section VII(A)(6) of this NOFA. This item is curable.

(19) An application must include a certification signed by an engineer or architect that the targeted public housing project meets the definition of severe physical distress in accordance with Section VII(A)(1)(a) of this NOFA. This item is curable.

(20) An application must include commitments of resources in an amount that meets the match requirements of Section IX(A) of this NOFA.

(21) An application must include a certification by the applicant that a

resident training session and public meetings were held in accordance with Section X(A) of this NOFA. This item is curable.

(22) An application must include a certification that the applicant has completed a HOPE VI Revitalization Relocation Plan and that the Relocation Plan is in compliance with the Uniform Relocation Act, as described in Section XII(C) of this NOFA.

(23) An applicant must be in compliance with Fair Housing and Civil Rights Laws, in accordance with Section XIII(C)(1) of this NOFA.

(24) An applicant must be in compliance with any desegregation or other court order related to Fair Housing, in accordance with Section XIII(C)(2) of this NOFA.

(25) If an application includes a proposal to develop off-site replacement housing, the application must include evidence of site control of the proposed off-site locations, in accordance with Section XIV(B)(4) of this NOFA.

(26) If an application includes a proposal to develop market rate housing, it must include a preliminary market assessment letter, in accordance with Section XIV(C) of this NOFA. This item is curable.

(27) An application must include a certification that all necessary zoning approvals have been secured or scheduled, in accordance with Section XIV(E) of this NOFA.

(28) An application must include a demonstration of the appropriateness of the proposal, in accordance with Section XV(A) of this NOFA.

IV. Application Submission Information

(A) Application Kit

(1) The HOPE VI Application Kit provides explicit, specific instructions as to the format of your HOPE VI Revitalization application. Your application must conform to the requirements of this NOFA and follow the format described in the Kit. The Application Kit is designed to guide you through the application process and ensure that your application addresses all of the requirements of this NOFA. Please note that if there is a discrepancy between information provided in the Application Kit and the information provided in the NOFA, the information in the NOFA prevails.

(2) HUD will mail an Application Kit to every eligible PHA. In addition, you may obtain an Application Kit from the HOPE VI Information Clearinghouse at 1-866-242-HOPE (1-866-242-HOPE is a toll free number). Persons with hearing or speech-impairments may call the Clearinghouse's TTY number at 1-800-HUD-2209. When requesting an Application Kit, please refer to HOPE VI Revitalization and provide your name, address (including zip code), and telephone number (including area code). The Application Kit also will be available on the HOPE VI Home Page at *www.hud.gov/hopevi* and the HUD Home Page at *www.hud.gov/grants*.

(B) Application Due Date

Revitalization grant applications are due at HUD Headquarters on or before 5:15 pm, Eastern Time, on November 29, 2002. This application deadline is firm. In contrast to previous years, your application must ARRIVE at HUD by 5:15 pm ON the due date. If you mail or give your application to an overnight carrier on the due date and it does not arrive by 5:15 pm ON THE DUE DATE, your application will not be considered. Submit your application early to avoid missing the deadline and being disqualified by unanticipated delays or other related problems.

(C) Application Delivery

(1) Send the original and one copy of your completed application to Mr. Milan Ozdinec, Deputy Assistant Secretary for Public Housing Investments, Department of Housing and Urban Development, 451 Seventh Street, SW, Room 4130, Washington, DC 20410. Please make sure that you note the room number. The correct room number is very important to ensure that your application is not misdirected.

(2) Applications Sent by Overnight Delivery. It is strongly recommended that you send your application by an overnight carrier, at least two days before the application due date. You may use only DHL, Falcon Carrier, FedEx, United Parcel Service (UPS), or the U.S. Postal Service (USPS), as they are the only carriers accepted into the HUD building without an escort. Delivery by these services must be made during HUD's Headquarters business hours, between 8:45 AM and 5:15 PM, Eastern Time, Monday to Friday. If your area is not served by these companies, you must submit your application via USPS.

(3) Hand Carried Applications. Due to new security measures, HUD will no longer accept hand carried applications.

(4) You must send one copy of your application to your HUD Field Office. The application sent to Headquarters will be the one that must meet the deadline. If an application is received by the Field Office on time, but not by Headquarters, it will not be considered.

(5) HUD will not accept for review and evaluation any applications sent by facsimile (fax). Also do not submit resumes or videos.

(D) Technical Assistance

(1) Before the application due date, HUD staff will be available to provide you with general guidance and technical assistance. HUD staff, however, are not permitted to assist in preparing your application. If you have a question or need a clarification, you may call, fax, or write Mr. Milan Ozdinec, Deputy Assistant Secretary for Public Housing Investments, Department of Housing and Urban Development, 451 Seventh Street, SW, Room 4130, Washington, DC 20410, telephone (202) 401-8812; fax (202) 401-2370 (these are not toll free numbers). Persons with hearing-or speech-impairments may call via TTY by calling the Federal Information Relay Service at (800) 877-8339.

(2) Frequently asked questions, clarifications, and any technical corrections will be posted to the HUD Home Page at *www.hud.gov*. In addition, all materials related to this NOFA, including the HOPE VI Revitalization Application Kit, will be posted to the HOPE VI website at *www.hud.gov/hopevi*. Any technical corrections will also be published in the Federal Register. Applicants are responsible for monitoring these sites during the application preparation period.

V. Eligible Revitalization Activities

HOPE VI Revitalization grants may be used for activities to carry out revitalization programs for severely distressed public housing in accordance with Section 24(d) of the U.S. Housing Act of 1937 Act (1937 Act). Revitalization activities approved by HUD must be conducted in accordance with the requirements of this NOFA.

(A) Relocation, including reasonable moving expenses, for residents displaced as a result of the revitalization of the project. See Section XII(C) of this NOFA for relocation requirements.

(B) Demolition of dwelling units and nondwelling facilities, in whole or in part.

(1) Demolition is not a required element of a HOPE VI Revitalization Plan.

(2) You may not carry out, nor permit others to carry out the demolition of the Project, or any portion of the Project, until HUD approves, in writing, one of the following:

(a) Information in your HOPE VI Revitalization Application, along with Supplemental Submissions requested by HUD after the award of the grant and a Request for Release of Funds submitted in accordance with 24 CFR part 58. Section 24(g) of the 1937 Act provides

that severely distressed public housing demolished pursuant to a Revitalization Plan is not required to be approved by a demolition application under Section 18 of the 1937 Act or regulations at 24 CFR part 970. If you do not receive a HOPE VI Revitalization grant, the information in your application will not be used to process a request for demolition;

(b) A demolition application under Section 18 of the 1937 Act. While a Section 18 approval is not required by HOPE VI demolition, you will not have to wait for demolition approval through your Supplementa. Submissions, as described in Section (a) above, or

(c) A Section 202 Mandatory Conversion Plan, in compliance with regulations at 24 CFR part 971 and other applicable HUD requirements, if the project is subject to Mandatory Conversion (Section 202 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 Pub. L. 104-134, approved on April 26 1996). A Mandatory Conversion Plan concerns the removal of a public housing project from a PHA's inventory.

(C) Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, in accordance with Section 18 of the 1937 Act and implementing regulations at 24 CFR part 970. A lease of one year or more that is not incident to the normal operation of a Project is considered to be a disposition that is subject to Section 18 of the 1937 Act.

(D) Rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Project and residents of off-site replacement housing, in accordance with 24 CFR 968.112(b), (d), (e), and (g)–(o) and 24 CFR 968.130 and 968.135(b) and (d), or successor regulations, as applicable.

(E) Development

(1) For any standard (non-mixed finance) public housing development activity (whether on-site reconstruction or off-site development) you must obtain HUD approval of a standard development proposal submitted under 24 CFR part 941 (or successor part).

(2) For mixed finance housing development, you must obtain HUD approval of a Mixed Finance Proposal, submitted under 24 CFR part 941 subpart F (or successor part and subpart).

(3) For new construction of community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Project and residents of off-site replacement housing, you must comply with 24 CFR part 941 (or successor part). Information required for this activity must be included in either a Standard or Mixed Finance Development Proposal, as applicable.

(F) Homeownership Activities

(1) For homeownership replacement units developed under a Revitalization Plan, you must obtain HUD approval of a homeownership proposal. The homeownership proposal must be consistent with the 80 percent of Area Median Income (AMI) limitations and any other applicable provisions under the 1937 Act. (HUD publishes AMI tables for each family size in each locality annually. The income limit tables can be found at *www.huduser.org/datasets/il/fmr01/index.html*) See Section XIV(D) of this NOFA (mixed-income communities) for more information about homeownership housing. Your homeownership proposal must conform to either:

(a) Section 24(a)(1)(J) of the 1937Act, or

(b) Section 32 of the 1937 Act, provided that HUD has issued final implementing regulations by the application due date; or

(c) 24 CFR part 906 if HUD has not issued final regulations to implement Section 32 of the 1937 Act by the application due date.

(2) Assistance may include:

(a) Downpayment or closing cost assistance;

(b) Provision of second mortgages, and/or

(c) Construction or permanent financing for new construction, acquisition, or rehabilitation costs related to homeownership replacement units.

(G) Acquisition

(1) Rental Units. For acquisition of rental units in existing or new apartment buildings, single family subdivisions, etc., with or without rehabilitation, for use as public housing replacement units, you must submit a Development Proposal in accordance with CFR part 941.304 (conventional development) or 24 CFR 941.606 (mixed finance development).

(2) Land for Off-Site Replacement Units. For acquisition of land for public housing or homeownership development, you must comply with 24 CFR part 941 or successor part.

(3) Land for Economic Development-Related Activities.

(a) You may use HOPE VI grant funds to acquire land for economic development related activities if those activities specifically promote the economic self-sufficiency of residents.

(b) With HUD approval, you may also use HOPE VI grant funds for limited infrastructure and site improvements associated with developing retail, commercial or office facilities, such as rough grading and bringing utilities to (but not on) the site.

(c) You may not use HOPE VI grant funds to pay hard construction costs or to buy equipment for retail, commercial or non-public housing office facilities.

(4) Acquisition Proposal. Before you may undertake acquisition activities with HOPE VI or other public housing funds, you must submit an acquisition proposal to HUD that meets the requirements of 24 CFR 941.303.

(H) Necessary management improvements, including transitional security activities.

(I) Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by HUD guidance and policies regarding cost controls. These costs are limited to the costs of implementing the Revitalization Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. See Section VII(C)(3) for soft development costs guidelines.

(J) Community and Supportive Services (CSS). The CSS Component of the HOPE VI Program encompasses all activities that are designed to promote upward mobility, self-sufficiency, and improved quality of life for the residents of the public housing project involved. The CSS Component is described in Section XI of this NOFA.

(K) Leveraging other resources, including additional housing resources, supportive services, job creation, and other economic development uses on or near the project that will benefit future residents of the site.

VI. Revitalization Grant Limitations

(A) Grant Amount Limitations

(1) The total amount you may request in your Revitalization application is limited to $20 million or the sum of the amounts in Section IV(A)(2), whichever is lower.

(2) Total Development Cost (TDC). The "TDC Limit" refers to the maximum amount of HUD funding that HUD will approve for development of specific public housing units in a given location. The TDC limit applies only to the costs of development of public housing that are paid directly with HUD public housing funds. a PHA may exceed the TDC limit using non-public housing

funds such as CDBG, HOME, low-income housing tax credit equity, etc. The HUD TDC Cost Tables are issued for each calendar year for the building type and bedroom distribution for the public housing replacement units. Use the TDCs in effect at the time this HOPE VI NOFA is published when making your TDC calculations.

(a) The total cost of development, including relocation costs, is limited to the sum of:

(i) HUD's TDCs up to 100 percent of HUD's published TDC limits for the costs of demolition and new construction, multiplied by the number of HOPE VI public housing replacement units; and/or

(ii) 90 percent of the TDC limits, multiplied by the number of public housing units after substantial rehabilitation and reconfiguration.

(b) The TDC limit for a project is made up of the following components:

(i) Housing Cost Cap (HCC). HUD's published limit on the use of public housing funds for the cost of constructing the public housing units, which includes unit hard costs, builder's overhead and profit, utilities from the street, finish landscaping, and a hard cost contingency. Estimates should take into consideration the Davis-Bacon wage rate requirements as described in Section XIX(F)(1)(a) of this NOFA.

(ii) Community Renewal (CR). The balance of funds remaining within the project's TDC limit after the housing construction costs described in (i) above are subtracted from the TDC limit. This is the amount of public housing funds available to pay for PHA administration, planning, infrastructure and other site improvements, community and economic development facilities, acquisition, relocation, demolition, and remediation of units to be replaced on site, and all other development costs.

(3) CSS. You may request an amount up to 15 percent of the total HOPE VI grant to pay the costs of CSS activities, as described in Section XI(B) of this NOFA. These costs are in addition to (i.e., excluded from) the TDC calculation in Section (2) above.

(4) Demolition and Site Remediation Costs of Unreplaced On-site Units. You may request an amount necessary for demolition and site remediation costs of units that will not be replaced on site. This cost is in addition to (i.e., excluded from) the TDC calculation in Section (2) above.

(5) Extraordinary Site Costs.

(a) You may request a reasonable amount to pay extraordinary site costs, which are construction costs related to unusual pre-existing site conditions that are incurred or anticipated to be incurred. If such costs are significantly greater than those typically required for similar construction, are verified by an independent, certified engineer or architect, and are approved by HUD, they may be excluded from the TDC calculation Section (2) above. Extraordinary site costs may be incurred in the remediation and demolition of existing property, as well as in the development of new and rehabilitated units. Examples of such costs include, but are not limited to: Abatement of extraordinary environmental site hazards; removal or replacement of extensive underground utility systems; extensive rock and/or soil removal and replacement; removal of hazardous underground tanks; work to address unusual site conditions such as slopes, terraces, water catchments, lakes, etc.; and work to address flood plain and other environmental remediation issues. Costs to abate asbestos and lead-based paint from structures are normal demolition costs. Extraordinary measures to remove lead-based paint that has leached into the soil would constitute an extraordinary site cost.

(b) Extraordinary site costs must be justified and verified by a licensed engineer or architect who is not an employee of the housing authority or the city. The engineer or architect must provide his or her license number and state of registration. An Extraordinary Site Costs Certification is included in the HOPE VI Application Kit. If this certification is not included in the application after the cure period described in Section XVII(B)(3) of this NOFA, extraordinary site costs will not be allowed.

(B) Other Application Limitations

(1) You may not use HOPE VI Revitalization Grant funds to pay for any revitalization activities carried out on or before the date of the letter announcing the award of the HOPE VI Grant.

(2) *Threshold*. Your application must disclose all prior HUD public housing assistance received for the project(s) you have targeted for the physical revitalization related to the proposed revitalization activities.

(C) Hard and Soft Development Costs Guidelines.

(1) Your projected hard development costs must be realistic, developed through the use of technically competent methodologies, including cost estimating services, and comparable to industry standards for the kind of construction to be performed in the proposed geographic area.

(2) Your cost estimates must represent an economically viable preliminary plan for designing, planning and carrying out your proposed activities in accordance with local costs of labor, materials, and services.

(3) Your projected soft costs must be reasonable and comparable to industry standards. Upon award, soft costs will be subject to HUD's "Safe Harbor" cost control standards which can be found at *http://www.hud.gov/offices/pih/programs/ph/hope6/grants/admin/safeharbor.pdf*. These safe harbors provide specific limitations on such costs as developer's fees (between 9 and 12 percent), PHA administration/consultant cost (no more than 3 to 6 percent of the total project budget), contractor's fee (6 percent), overhead (2 percent), and general conditions (6 percent). HUD's Cost Control and Safe Harbor Standards can be found on the Grant Administration page of the HOPE VI website at *www.hud.gov/hopevi*.

(4) *Threshold*. Your cost estimates must be certified to meet the standards of Sections (1) through (3) above by an independent cost estimator, architect, engineer, contractor, or other qualified third party professional.

(5) If you are eligible for funding, HUD will delete any unallowable items from your budget and may reduce your grant accordingly, except as provided in Section VI(D)(7) of this NOFA.

(D) Site and Unit Requirements.

(1) *Threshold*. One application. Each applicant may submit only one HOPE VI Revitalization application as described in this NOFA. If more than one application is submitted by a single applicant, all applications will be disqualified.

(2) *Threshold*. One Project. Except as provided in Sections (VI)(D)(3) and (4) below, each application must target one severely distressed public housing project (i.e., with one project number).

(3) *Threshold*. Contiguous Projects. Each application may request funds for more than one project if those projects are immediately adjacent to one another or within a quarter-mile of each other. If you include more than one project in your application, you must provide a map that clearly indicates that the projects are within a quarter-mile of each other. If HUD determines that they are not, your application will be ineligible for funding.

(4) *Threshold*. Scattered Site Projects. Your application may request funds to revitalize a scattered site public housing project. The sites targeted in an application proposing to revitalize scattered sites (regardless of whether the scattered sites are under multiple project numbers) must fall within a one

square mile area, except that you may identify a larger site if you can show that all of the targeted scattered site units are located within the hard edges (e.g., major highways, railroad tracks, lakeshore, etc.) of a neighborhood. If you propose to revitalize a project that extends beyond a one square mile radius or is otherwise beyond the hard edges of a neighborhood, your application will be ineligible for funding.

(5) Number of Units. You may request funds for as few or as many units as you wish in your application. HUD will review requests to revitalize projects with small numbers of units on an equal basis with those with large numbers of units.

(6) *Threshold.* Previously-funded Sites. You may submit a Revitalization application that targets a project that is being revitalized or replaced under an existing HOPE VI Revitalization grant or source of HUD public housing funds. However, you may not apply for new HOPE VI Revitalization funds for units in that project that were funded by the existing HOPE VI Revitalization grant or other HUD funds, even if those funds are inadequate to pay the costs to revitalize or replace all of the targeted units. For example, if a project has 700 units and you were awarded a HOPE VI Revitalization grant or other HUD public housing funds to address 300 of those units, you may submit an FY 2002 HOPE VI Revitalization application to revitalize the remaining 400 units. You may not apply for supplemental funds to supplement work on the original 300 units. If you request funds to revitalize units or buildings that have been funded by an existing HOPE VI Grant or other HUD funds, your application will be ineligible for funding.

(7) *Threshold.* HOPE VI funds may not be used to develop market rate units or affordable housing units which do not qualify as public housing or homeownership replacement units.

(8) Replacement Units. Under this HOPE VI NOFA, a HOPE VI Replacement unit shall be deemed to be any combination of public housing rental units, eligible homeownership units under Section 24(d)(1)(J) of the 1937 Act, and Section 8 vouchers that does not exceed the number of units demolished and/or disposed of at the targeted severely distressed public housing project.

(9) Access to Services. For both on-site and any off-site units, your overall Revitalization Plan must result in increased access to municipal services, jobs, mentoring opportunities, transportation, and educational facilities, i.e., the physical plan and self-sufficiency strategy must be well integrated and strong linkages must be established with the appropriate Federal and state and local agencies, non-profits, and the private sector to achieve such access.

(10) Universal Design. HUD encourages you to incorporate the principles of universal design in the construction or rehabilitation of housing, retail establishments, and community facilities, or when communicating with community residents at public meetings or events. Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. The intent of universal design is to simplify life for everyone by making products, communications, and the built environment more usable by as many people as possible at little or no extra cost. Universal design benefits people of all ages and abilities. Examples include designing wider doorways, installing levers instead of doorknobs, and putting bathtub/shower grab bars in all units. Computers and telephones can also be set up in ways that enable as many residents as possible to use them.

(11) *Threshold.* Separability. In accordance with Section 24(j)(2)(A)(v) of the 1937 Act, if you propose to target only a portion of a project for revitalization, you must:

(a) Demonstrate to HUD's satisfaction that the severely distressed public housing is sufficiently separable from the remainder of the project of which the building is part to make use of the building feasible for revitalization, and

(b) Demonstrate that the site plan and building designs of the revitalized portion will provide defensible space for the occupants of the revitalized building(s) and that the properties that remain will not have a negative influence on the revitalized buildings(s), either physically or socially. Separations may include a road, berm, catch basin, or other recognized neighborhood distinction.

VII. Capacity

(A) Thresholds

(1) Troubled Status. If HUD has designated your housing authority as troubled pursuant to Section 6(j)(2) of the 1937 Act, HUD's Troubled Agency Recovery Centers will use documents and information available to it to determine whether you qualify as an eligible applicant. In accordance with Section 24(j) of the 1937 Act, the term "applicant" means:

(a) Any PHA that is not designated as "troubled" pursuant to Section 6(j)(2) of the 1937 Act,

(b) Any PHA for which a private housing management agent has been selected, or a receiver has been appointed, pursuant to Section 6(j)(3) of the 1937 Act, and

(c) Any PHA that is designated as "troubled" pursuant to Section 6(j)(2) of the 1937 Act and that:

(i) Is designated as troubled principally for reasons that will not affect its capacity to carry out a revitalization program,

(ii) Is making substantial progress toward eliminating the deficiencies of the agency that resulted in its troubled status, or

(iii) Is otherwise determined by HUD to be capable of carrying out a revitalization program.

(2) Obligation of Capital Funds. In order to be considered for funding, you must have obligated Capital Fund amounts (including the Comprehensive Improvement Assistance Program (CIAP) or Comprehensive Grant Program (CGP)) in a timely manner. HUD will not consider any application from an applicant that has obligated less than 90 percent of its FY 1998–1999 Capital Funds, as required by the Quality Housing and Work Responsibility Act of 1998, by September 30, 2001, unless an extension has been approved by the Deputy Secretary. HUD will use the LOCCS disbursement system to determine the obligation rate as of September 30, 2001. Some PHAs have executed Moving To Work (MTW) Agreements that exempt the PHA from the statutory Capital Fund obligation and expenditure deadlines. Accordingly, those PHAs will not be subject to this provision.

(3) Performance of Existing HOPE VI Grantees. If an applicant has one or more existing HOPE VI Revitalization grants, the Department will disqualify such an applicant if:

(a) The applicant has an open IG or GAO audit finding related to the HOPE VI or Capital Fund Programs as of the date the application is due to HUD, or

(b) The applicant has failed to meet its performance requirements as required in the applicable HOPE VI Revitalization Grant Agreement by the application due date.

(4) Conducting Business in Accordance With HUD Core Values and Ethical Standards. You must develop and maintain a written code of conduct (see Sections 84.42 and 85.36(b)(3)) that reflects HUD's Core Values. This code of conduct must prohibit real and apparent conflicts of interest that may arise among your employees, officers or

agents; prohibit the solicitation and acceptance of gifts or gratuities by employees, officers, and agents for their personal benefit in excess of minimal value, and outline administrative and disciplinary actions available to remedy violations of such standards. If awarded assistance under this NOFA, you will be required, prior to entering into a grant agreement with HUD, to submit a copy of your code of conduct and describe the methods you will use to ensure that all officers, employees, and agents of your organization are aware of your code of conduct.

(5) Selection of Developer. In a departure from previous years, in order to be selected for funding, you must provide a certification that:

(a) You have procured a developer for your first phase of construction by the application due date, in accordance with 24 CFR 85.36 and 24 CFR 941.602(d) (as applicable). A developer is an entity contracted to develop (and possibly operate) a mixed finance development that includes public housing units, pursuant to 24 CFR part 941 subpart F, and contingent on a satisfactory environmental review under 24 CFR part 58 or part 50, under the terms of a HUD-approved proposal. A developer most often has an ownership interest in the entity that is established to own and operate the replacement units (e.g. as the General Partner of a Limited Partnership). If you change developers after you are selected for funding, HUD reserves the right to rescind the grant; or

(b) You will act as your own developer for the proposed project. If you change your plan and procure an outside developer after you are selected for funding, HUD reserves the right to rescind the grant.

(6) Operation and Management Principles and Policies.

(a) Authority. Any HOPE VI-funded activities at public housing projects are subject to statutory requirements applicable to public housing projects under the 1937 Act, other statutes, and the Annual Contributions Contract (ACC). Within such restrictions, HUD seeks innovative solutions to the long-standing problems of severely distressed public housing projects. You may request, for the revitalized project, a waiver of HUD regulations subject to statutory limitations and a finding of good cause under 24 CFR 5.110 if the waiver will permit you to undertake measures that enhance the long-term viability of a project revitalized under this program. HUD will assess each request to determine whether good cause is established to grant the waiver.

(b) Requirements. HOPE VI Revitalization Grantees will be required to develop Management Agreements that describe their operation and management principles and policies for their public housing units. In your application, you must provide a certification that you will ensure that you and/or your procured property manager have complied (to the extent required) with the provisions of 24 CFR 966.3 in planning for the implementation of the operation and management principles and policies described below.

(i) Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;

(ii) Instituting a system of local preferences adopted in response to local housing needs and priorities, e.g., preferences for victims of domestic violence, residency preferences, disaster victims;

(iii) Encouraging self-sufficiency by including lease requirements that promote involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;

(iv) Implementing site-based waiting lists for the redeveloped public housing and/or following project-based management principles;

(v) Instituting strict applicant screening requirements such as credit checks, references, home visits, and criminal records checks;

(vi) Strictly enforcing lease and eviction provisions;

(vii) Improving the safety and security of residents through the implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc.;

(viii) Enhancing on-going efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with Federal, state, and local crime prevention programs and entities such as:

(A) Local law enforcement agencies;

(B) Your local United States Attorney;

(C) The Weed and Seed Program, if the targeted project is located in a designated Weed and Seed area. Operation Weed and Seed is a multi-agency strategy that "weeds out" violent crime, gang activity, drug use, and drug trafficking in targeted neighborhoods and then "seeds" the target area by restoring these neighborhoods through social and economic revitalization. Law enforcement activities constitute the "weed" portion of the program. Revitalization, which includ[es] dev[elopment], prevention, intervention, and treatment services as well as neighborhood restoration, constitutes the "seed" element. HUD has provided the Department of Justice with $10 million to fund Weed and Seed Strategies that fight crime and drugs in public, Indian, and Federally-assisted housing. For more information, see the Community and Safety and Conservation website at *www.hud.gov/offices/pih/divisions/cscd/*.

(B) Rating Factor: Capacity—21 Points Total.

The term "your Team" includes your HOPE VI Coordinator (an individual designated by the PHA who may be a staff member or contractor), PHA staff who will be involved in HOPE VI grant administration, and developer partners, program managers, property managers, subcontractors, consultants, attorneys, financial consultants, and other entities or individuals identified and/or proposed to carry out program activities.

(1) Development Capacity.

(a) Capacity of Developer—6 Points.

(i) You will receive 6 Points if:

(A) Your Developer or other Team members have extensive, recent, and successful experience in planning, implementing, and managing physical development, financing, leveraging, and partnership activities that are comparable in character, scale, and complexity to your proposed revitalization activities;

(B) You propose development using low-income tax credits, and you, your Developer, or other Team members have relevant tax credit experience; and

(C) Homeownership, rent-to-own, cooperative ownership, or other major development components are proposed, you, your Developer, or other Team members have relevant, successful experience in development, sales, and/or conversion activities.

(ii) You will receive 4 Points if your Developer or other Team members have some but not extensive experience in the factors described above.

(iii) You will receive 0 Points if your Developer or other Team members do not have the experience described and the application does not demonstrate that it has the capacity to carry out your Revitalization Plan. You will also receive 0 Points if there is inadequate information in your application to rate this factor.

(b) Development Capacity of Applicant—6 Points.

(i) You will receive 6 Points if:

(A) You have identified potential gaps in your current staffing in relation to development activities, and you have plans to fill such gaps, internally or externally, in a timely manner in order

to successfully implement your Revitalization Plan,

(B) You have demonstrated that physical development activities will proceed as promptly as possible following grant award, and you will be able to begin significant construction within 23 months of the award of the grant.

(C) Your Administrative and Compliance Checkpoints Report, as provided in the HOPE VI Revitalization Application Kit, provides a feasible plan to meet the schedule requirements of Section XIX(B) of this NOFA, with no impediments such as litigation that would prevent timely startup. Those schedules that indicate the soonest startup will be rated the highest.

Threshold. Submission of the Administrative and Compliance Checkpoints Report that conforms to the timeliness requirements of Section XIX(B) of this NOFA is a threshold requirement and not subject to Section XVII(B)(3) with regard to curing deficiencies,

(D) Your management experience and previous experience with development activities demonstrates that you have experience in overseeing large scale development, whether it be in-house or implemented by a private entity. In your application, you will describe the dollar amount and timeframe for completion of the project(s); and

(E) As of the HOPE VI Revitalization application due date, you do not have any outstanding Comprehensive Grant, Comprehensive Improvement Assistance Program, or Capital Fund Program audit findings. If you have such a finding, you cannot receive 6 Points.

(ii) You will receive 4 Points if you have had experience in managing large scale development in accordance with the factors above, but your experience has not been extensive and/or your project(s) were not completed within the timeframe originally established for the project. You will also receive 4 Points if you have extensive experience, but have an outstanding Capital Fund Program audit finding as described in Section (VII)(A)(3)(a) above.

(iii) You will receive 1 Point if your application indicates that you have had little experience in managing large scale development projects.

(iv) You will receive 0 Points if you do not demonstrate any experience in managing development activities, or if there is inadequate information in your application to rate this factor.

(2) Capacity of Existing HOPE VI Revitalization Grantees.

This Section applies only to applicants that have received HOPE VI Revitalization grants in the past, excluding those awarded in FY 2001. If an applicant has more than one HOPE VI Revitalization grant, each will be rated separately, and the highest deduction will be made. Applicants with only FY 2001 HOPE VI Revitalization grants or no existing HOPE VI Revitalization grants are not subject to this section.

(a) Grant Progress—5 Points.

5 Points will be deducted if you have not carried out the following activities within the timeframes established in your first schedule entered into the HOPE VI Quarterly Report system. Although HUD may have approved an extension(s), this factor will be measured against the original due dates. HUD will determine this factor based on internal information on existing grants.

(i) Supplemental Submissions submitted;

(ii) CSS Workplan submitted,

(iii) Program Manager procured,

(iv) Master Development Agreement executed.

(b) Obligation Rate.

Up to 5 Points will be deducted if a Grantee has obligated its grant funds as follows. Obligation rates will be determined from LOCCS reports generated as of March 31, 2002. *Except in the case of some moving to work applicants, which are not required to enter obligations into LOCCS in accordance with their MTW agreements. Those PHAS must provide a certification of their obligation rate in their applications in order to receive any points for this rating factor.*

Percent obligated	Points deducted
Grants Awarded in FY 1996 or prior	
100 Percent	0 Points
90–99 Percent	1 Point
80–89 Percent	2 Points
70–79 Percent	3 Points
60–69 Percent	4 Points
less than 60 Percent	5 Points
Grants Awarded in FY 1997	
95–100 Percent	0 Points
85–94 Percent	1 Point
75–84 Percent	2 Points
65–74 Percent	3 Points
55–64 Percent	4 Points
less than 55 Percent	5 Points
Grants Awarded in FY 1998	
85–100 Percent	0 Points
75–84 Percent	1 Point
65–74 Percent	2 Points
55–64 Percent	3 Points
45–54 Percent	4 Points
less than 45 Percent	5 Points
Grants Awarded in FY 1999	
80–100 Percent	0 Points
70–79 Percent	1 Point
60–69 Percent	2 Points
50–59 Percent	3 Points
40–49 Percent	4 Points
less than 40 Percent	5 Points
Grants Awarded in FY 2000	
75–100 Percent	0 Points
65–74 Percent	1 Point
55–64 Percent	2 Points
45–54 Percent	3 Points
35–44 Percent	4 Points
less than 35 Percent	5 Points

(3) CSS Program Capacity—3 Points

You will receive 1 Point for each of the following criteria that you demonstrate in your application. See Section XI(B) of this NOFA for detailed information on CSS activities.

(a) You will receive 2 Points

(i) If you propose to carry out your CSS Plan in-house and you have recent, successful experience in planning, implementing, and managing the types of CSS activities proposed in your application, or

(ii) You propose that CSS activities be carried out by members of your Team, you have procured a member(s) of your Team who has the qualifications and experience to plan, implement, manage, and coordinate the types of activities proposed, and/or you have a plan for promptly hiring staff or procuring a Team member to do so.

(b) If you have an existing HOPE VI grant, you will receive 1 Point if you demonstrated that your proposed CSS Team will be adequate to implement a new program without weakening your existing Team. If you do not have an existing HOPE VI Revitalization grant, you will automatically receive this Point.

(4) Property Management Capacity—4 Points

(a) Property management activities may be the responsibility of the PHA or another member of the Team, which may include a separate entity that you have procured or will procure to carry out property management activities. In your application you will describe the number of units and the condition of the units currently managed by you or your property manager, your annual budget for those activities, and any awards or recognition that you or your property manager have received.

(b) Past Property Management Experience—3 Points

(i) You will receive 3 Points if

(A) You or your property manager currently has recent, successful experience in property management of the housing types included in your revitalization plan. This may include market rate rental housing, public housing, and/or other affordable housing, including rental units developed with low-income housing tax credit assistance. If your Revitalization Plan includes cooperatively-owned housing, rent-to-own units, or other types of managed housing, you must demonstrate recent, successful experience in the management of such housing by the relevant member(s) of your Team, and

(B) You or your property manager has excellent knowledge and recent, successful experience in property management of market rate, affordable and/or public housing.

(ii) You will receive 1 Point if your application demonstrates that you or your property manager has some but not extensive experience of the kind required for your Revitalization Plan.

(iii) You will receive 0 Points if your application does not demonstrate that you or your property manager has the capacity to manage your proposed plan, or if there is inadequate information in your application to rate this factor.

(c) Property Management Plan—1 Point.

(i) You will receive 1 Point if your application provides a detailed description of the goals and plans of you or your property manager to administer the following elements:

Property maintenance
Rent collection
MTCS reporting
Site based management experience
Tenant grievances
Evictions
Occupancy rate
Unit turnaround
Preventive maintenance
Work order completion
Project-based budgeting
Management of Homeownership and rent to own programs
Energy Audits

(ii) You will receive 0 Points if there is insufficient information in your application to rate this factor.

(5) PHA Plan—2 Points.

(a) You will receive 2 Points if you have incorporated the revitalization plan described in your application into your PHA Plan, and your PHA Plan has been approved by your local HUD Field Office.

(b) You will receive 1 Point if

(i) You have incorporated the revitalization plan described in your application in to your PHA Plan, but your PHA plan has not been approved by your local HUD Field Office, or

(ii) The Field Office has approved your PHA Plan, but the revitalization plan described in your application has not been incorporated into the PHA Plan.

(c) You will receive 0 Points if you have not incorporated the revitalization plan described in your application into your PHA Plan, or if there is insufficient information in your application to rate this factor.

VIII. Need

(A) Threshold: Severe Distress.

(1) The targeted public housing project or building in a project must be severely distressed. In accordance with Section 24(j)(2) of the 1937 Act, the term "severely distressed public housing" means a public housing project (or building in a project)

(a) That

(i) Requires major redesign, reconstruction or redevelopment, or partial or total demolition, to correct serious deficiencies in the original design (including inappropriately high population density), deferred maintenance, physical deterioration or obsolescence of major systems, and other deficiencies in the physical plant of the project;

(ii) Is a significant contributing factor to the physical decline of, and disinvestment by public and private entities in, the surrounding neighborhood,

(iii) (A) Is occupied predominantly by families who are very low-income families with children, are unemployed, and dependent on various forms of public assistance, or

(B) Has high rates of vandalism and criminal activity (including drug-related criminal activity) in comparison to other housing in the area,

(iv) Cannot be revitalized through assistance under other programs, such as the Capital and Operating Funds Programs for public housing under the Act, or the programs under Sections 9 and 14 of the 1937 Act (as in effect before the effective date under Section 503(a) of the Quality Housing and Work Responsibility Act of 1998 (Pub. L. 105-276, approved October 21, 1998, referred to as the Public Housing Reform Act), because of cost constraints and inadequacy of available amounts, and

(v) In the case of individual buildings, is sufficiently separable from the remainder of the project of which the building is part to make use of the building feasible for revitalization, or

(b) That was a project described in Section VIII(A)(1)(a) that has been legally vacated or demolished, but for which HUD has not yet provided replacement housing assistance (other than tenant-based assistance).

(2) A severely distressed project that has been legally vacated or demolished (but for which HUD has not yet provided replacement housing assistance, other than tenant-based assistance) must have met the definition of physical distress as of the day the demolition application approval letter was dated by HUD.

(3) To meet the severe distress requirement, you must certify that the public housing project or building in a project targeted in your HOPE VI application meets the definition of severe distress provided in Section VIII(A)(1). You will make this certification by signing the HOPE VI Revitalization Grant Applicant Certifications. The certification form is included in the HOPE VI Application Kit, and the text of the certification is included as Appendix A to this HOPE VI NOFA.

(4) In order to certify to the severe physical distress described in Section VIII(A)(1)(a) of this NOFA, your application must include a certification that is signed by an engineer or architect licensed by a state licensing board. The license does not need to have been issued in the same state as the severely distressed project. The engineer or architect must include his or her license number and state of registration on the certification. The engineer or architect may not be an employee of the housing authority or the city.

(B) Rating Factor: Need—20 Points Total

(1) Need for Revitalization: Severe Physical Distress—10 Points.

HUD will evaluate the extent of the severe physical distress of the targeted public housing project. If the targeted units have already been demolished, HUD will evaluate your description of the extent of the severe physical distress of the site as of the day the demolition application was approved by HUD. You will receive Points for the following separate subfactors, as indicated:

(a) You will receive 2 Points if you demonstrate that there are major deficiencies in the project's infrastructure, roofs, electrical, plumbing, heating and cooling, mechanical systems, settlement, and/or other deficiencies in Housing Quality Standards.

(b) You will receive 2 Points if you demonstrate that there are poor soil conditions, inadequate drainage, deteriorated laterals and sewers, and/or inappropriate topography.

(c) You will receive 3 Points if you demonstrate that the project has major design deficiencies, including

(i) Inappropriately high population density, room, and/or unit size and configurations,

(ii) Isolation,

(iii) Indefensible space,

(iv) Significant utility expenses caused by energy conservation deficiencies that may be documented by an energy audit, and/or

(v) Inaccessibility for persons with disabilities with regard to individual units, entrance ways, and/or common areas

(d) You will receive 3 Points if you demonstrate that there are extreme levels of unmitigated lead-based paint, PCBs, mold, and/or asbestos that make the site or a portion of the site and its housing structures unsuitable for residential use

(2) Need for Revitalization: Impact of the Severely Distressed Site on the Surrounding Neighborhood—5 Points

HUD will evaluate the extent to which the severely distressed public housing project is a significant contributing factor to the physical decline of, and disinvestment by, public and private entities in the surrounding neighborhood. In making this determination, HUD will evaluate your description of your narrative, crime statistics, photographs or renderings, socio-economic data, trends in property values, evidence of property deterioration and abandonment, evidence of underutilization of surrounding properties, and indications of neighborhood disinvestment.

(a) You will receive 5 Points if your narrative adequately demonstrates that the project has an enormous impact on the surrounding neighborhood, as documented by each item listed above.

(b) You will receive 3 Points if your narrative demonstrates that the project has a moderate impact on the neighborhood, and/or only some of the items listed above are adequately documented.

(c) You will receive 0 Points if your narrative does not demonstrate that the project has an impact on the surrounding neighborhood, or there is inadequate information in your application to rate this factor.

(3) Need for Funding: Obligation of Capital Funds—8 Points

HUD will evaluate the extent to which you could undertake the proposed revitalization activities without a HOPE VI grant. Large amounts of available Capital Funds indicate that the revitalization could be carried out without a HOPE VI grant.

HUD will use data from the latest quarterly obligation report available at the time of the grant application deadline date to determine the amount of unobligated FY 1999–2001 Capital Grant (including CIAP and CGP) funds currently available that could be used to carry out the proposed revitalization activities. Applicants must ensure that their obligation and expenditure information was updated in LOCCS prior to March 31, 2002, unless an extension has been approved by the Deputy Secretary. Information provided in the application will not be considered, except in the case of some moving to work applicants, which are not required to enter obligations into LOCCS in accordance with their MTW agreements. Those PHAS must provide a certification of their obligation rate in their applications in order to receive any points for this rating factor.

(a) You will receive 8 Points if your unobligated Capital Funds balance is up to 20 percent of the amount of HOPE VI funds requested.

(b) You will receive 6 Points if your unobligated balance is 21–45 percent of the amount of HOPE VI funds requested.

(c) You will receive 4 Points if your unobligated balance is 46–70 percent of the amount of HOPE VI funds requested.

(d) You will receive 2 Points if your unobligated balance is 71 to 90 percent of the amount of HOPE VI funds requested.

(e) You will receive 0 Points if your unobligated balance is more than 90 percent of the amount of HOPE VI funds requested.

(4) Need for Affordable Housing in the Community—3 Points

There must be a need for affordable housing in the community, measured by the supply of other housing available and affordable to families receiving tenant-based assistance under Section 8.

Affordable housing is measured by the supply of housing units available in your community with rents that would qualify for Section 8 assistance. To make this calculation, use the most recently published FMR for a 3 bedroom apartment. For the same community (the jurisdiction covered by the FMR), examine the apartment listings in a newspaper of general circulation that serves the majority of that community. Determine the number of low-income units with rents at or below the FMR for your community, over a period of any 30 days during the application review period. In your application you will document information about your analysis.

(a) You will receive 3 Points if the average market rental costs are over 130 percent of Section 8 fair market rents.

(b) You will receive 2 Points if the average market rental costs are over 120 percent of Section 8 fair market rents.

(c) You will receive 1 Point if the average market rental costs are over 110 percent of Section 8 fair market rents.

(d) You will receive 0 Points if the average market rental costs are 110 percent or less or if there is inadequate information to rate this factor.

IX. Match and Leveraging

(A) Match Requirements

(1) Overall Match. In accordance with Section 24(c) of the 1937 Act, if you are selected for funding, you must supplement your HOPE VI Revitalization grant with funds from other sources greater than or equal to 5 percent of the HOPE VI funds provided.

(2) Additional Community and Supportive Services (CSS) Match. In addition to supplemental amounts provided in accordance with Section (1) above, if you are selected for funding and propose to use more than 5 percent of your HOPE VI grant for CSS activities (you may use up to 15 percent of your grant for such activities), you must provide supplemental funds from sources other than HOPE VI, dollar for dollar, for the amount over 5 percent of the grant that you will use for CSS activities.

(3) Matching funds must be directly applicable to the revitalization of the site and the transformation of the lives of residents.

(4) Grantees must provide matching funds which, combined with HOPE VI funds, will enable them to carry out revitalization activities, including CSS activities. Applicants must show firm commitments in the amounts required for match in their applications in order to be funded. Grantees will be required to show evidence that matching resources were actually received and used for their intended purposes through quarterly reports as the project proceeds. Sources of matching funds may be substituted after grant award, as long as the dollar requirement is met.

(5) Grantees must pursue and enforce any commitment (including commitments for services) obtained from any public or private entity for any contribution or commitment to the project or surrounding area that was used for leverage in their HOPE VI applications.

(6) *Threshold:* You must provide evidence that you have met your match requirement in the application. This means that the amount of match accepted by HUD must be at least 5 percent of total grant. You must also meet CSS match requirement of one for one for every dollar used for CSS over

five percent of the grant. (i.e., a request for 15 percent of the grant for CSS would require a dollar for dollar match of the amount requested for CSS over that first 5 percent.)

(B) Leverage. Although related to match, leverage is strictly a rating factor. Leverage consists of firm commitments of funds and other resources that are over and above the amount documented as match. HUD will rate your application based on the amount of funds and other resources that will be leveraged by the HOPE VI grant as a percentage of the amount of HOPE VI funds requested.

(C) Resource Documentation. In your application, you will enter basic information about each resource on the appropriate resource summary form name of the organization providing the resource, the dollar value of the resource, and its proposed use.

(1) For each resource you list, you must provide a commitment document, such as a letter, memorandum of understanding, agreement to participate, city council resolution, or other evidence of the resource to be committed. The commitment cannot be conditioned on anything other than the receipt of the HOPE VI grant. The commitment document must be signed by an official of the organization legally authorized to make commitments on behalf of the organization.

(2) Each commitment document must include the dollar value of the commitment, and that dollar value must be consistent with the amount entered on the Resource Summary Form. On the form you will also enter the page number of your application where the commitment document is located.

(3) Endorsements or general letters of support from organizations or vendors alone will not count as resources and should not be included in the application or on a Resources Summary Form.

(4) Each resource may be used for only one category: Development, CSS, Anticipatory, or Collateral, as described below. Any resource listed in more than one category will be disqualified from all categories.

(5) For CSS purposes, include only funds that will be newly generated for HOPE VI activities. HUD will not count any funds that have been provided routinely, such as TANF payments or funds that support ongoing CSS type activities.

(6) Even though an in-kind CSS contribution may count as a resource, it may not be appropriate to include on the sources and uses attachment. Each source on the sources and uses attachment must be matched by a specific and appropriate use. For example, donations of staff time may not be used to offset costs for infrastructure.

(D) Types of Development Resources. HUD seeks to fund mixed-finance developments that use HOPE VI funds to leverage the maximum amount of other physical development funds, particularly from private sources, that will result in revitalized public housing, other types of assisted and market rate housing, and private retail and economic development. Types of resources that may be counted include:

(1) Private mortgage-secured loans and other debt. Note the term maturity expected and sources of repayment of all loans.

(a) Where there is both a construction loan and a permanent take-out loan, you must provide documentation of both, but only the value of the permanent loan will be counted as leverage.

(b) For privately-financed homeownership construction loans, acceptable documentation of construction loans will be considered as leverage. Documentation of permanent financing is not required.

(c) If you have obtained a construction loan but not a permanent loan, the value of the acceptably documented construction loan will be counted as leverage.

(2) Insured loans.

(3) Donations and contributions.

(4) Housing trust funds.

(5) Net sales proceeds from a homeownership project.

(6) Funds committed to build private sector housing in direct connection with the HOPE VI Revitalization Plan.

(7) Tax Increment Funding (TIF).

(8) Tax Exempt Bonds. Describe use and term.

(9) Other Federal Funds. Other Federal sources may include funds provided by the Capital Fund or other HUD-provided public housing funds (except for HOPE VI funds), including funds derived from program income.

(10) Low Income Housing Tax Credits (LIHTC). Low Income Tax Credits are authorized by Section 42 of the IRS Code which allows investors to receive a credit against Federal tax owed in return for providing funds to developers to help build or renovate housing that will be rented only to lower-income households for a minimum period of years. There are two types of credits, both of which are available over a 10-year period: a 9 percent credit on construction/rehab costs, and a 4 percent credit on acquisition costs and all development costs financed partially with below-market Federal loans (e.g. tax exempt bonds). Tax credits are generally allocated annually through State Housing Finance Agencies, a directory of which can be found at *http://www.ncsha.org/ncsha/public/statehfadirectory/index.htm*.

(a) If you propose to include LIHTC equity as a development resource for your first phase of development, your application must include a LIHTC allocation letter from your State or local Housing Finance Agency. This letter must constitute a firm commitment, and can only be conditioned on the receipt of the HOPE VI grant.

(b) If you propose to include LIHTC equity as a development resource for phases of development other than your first phase, your application must include a commitment letter from your State or local Housing Finance Agency that provides information from the allocation plan, including:

(i) The total amount and type (4 percent vs. 9 percent) of tax credits available,

(ii) The dollar amount expected from the sale of equity. If this information is not provided, HUD will count 80 percent of the total tax credit amount,

(iii) Any setasides available for PHAs;

(iv) Any per-project funding limits;

(v) The schedule of funding rounds,

(vi) Verification that your project meets eligibility criteria, and

(vii) A plan and/or schedule for obtaining future tax credits for any later phases that have not yet been obtained.

(E) Sources of Development Resources. You must actively enlist other stakeholders who are vested in and can provide significant financial assistance to your revitalization effort. Sources of resources that can be used for leveraging may include:

(1) Public, private, and non-profit entities, including LIHTC purchasers;

(2) State and local Housing Finance Agencies;

(3) Local governments.

(4) The city's housing and/or redevelopment agency or other comparable agency. HUD will consider this to be a separate entity with which you are partnering if your PHA is also a redevelopment agency or otherwise has citywide responsibilities.

(a) You are strongly urged to seek a pledge of Community Development Block Grant (CDBG) funds for improvements to public infrastructure such as streets, water mains, etc. related to the revitalization effort. CDBG funds are awarded by HUD by formula to units of general local government and to states, which may then award a grant or loan to a PHA, a partnership, a non-profit organization, or other entity for revitalization activities, including loans to a project's for-profit partnership.

More information about the CDBG Program can be found at *www.hud.gov/offices/cpd/index.cfm*.

(b) The city, county or state may provide HOME funds to be used in conjunction with HOPE VI funds. The Home Investment Partnership Program provides housing funds that are distributed from HUD to units of general local governments and states. Funds may be used for new construction, rehabilitation, acquisition of standard housing, assistance to homebuyers, and tenant-based rental assistance. Current legislation allows HOME funds to be used in conjunction with HOPE VI funds, but they may not be used in conjunction with Public Housing Capital Funds under Section 9(d) of the 1937 Act. Information about the HOME Program can be found at: *www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm*.

(5) Foundations.

(6) Government Sponsored Enterprises such as the Federal Home Loan Bank, Fannie Mae, and Freddie Mac.

(7) HUD and other Federal agencies.

(8) Financial institutions, banks or insurers.

(9) Other private funders.

(F) CSS Resources. In order to achieve quantifiable self-sufficiency results, you must form partnerships with organizations that are skilled in the delivery of services to residents of public housing and that can provide commitments of resources to support those services. Leveraging scarce HOPE VI CSS funds with other funds and services is critical to the sustainability of CSS activities so that they will continue after the HOPE VI funds have been expended.

(1) Types of CSS Resources.

The dollar value of in-kind contributions related to the provision of CSS activities that will contribute to the successful transformation of the lives of residents include:

(a) Materials,

(b) A building,

(c) A lease on a building,

(d) Other infrastructure,

(e) Time and services contributed by volunteers,

(f) Staff salaries and benefits, and

(g) Supplies.

Note that wages projected to be paid to residents through jobs provided by CSS Partners will not be counted as leverage.

(2) Sources of CSS Resources. See Section XII(C) for a list of the kinds of organization, agencies, and other possible resource providers.

(G) Rating Factor 1 Leveraging—17 Points Total.

(1) Development Leveraging—7 Points.

For each commitment document, HUD will evaluate the strength of commitment and add the amounts that are acceptably documented. HUD will then calculate the ratio of the amount of HUD funds requested to the amount of funds that HUD deems acceptably documented. HUD will round figures to two decimal points, using standard rounding rules.

(a) You will receive 7 Points if the ratio of the amount of HOPE VI funds requested for physical development activities (not including CSS or administration) to the dollar value of documented, committed development resources from other sources is 1:3 or higher.

(b) You will receive 6 Points if the ratio is between 1:2.50 and 1:2.99.

(c) You will receive 5 Points if the ratio is between 1:20 and 1:2.49.

(d) You will receive 4 Points if the ratio is between 1:1.50 and 1:1.99.

(e) You will receive 3 Points if the ratio is between 1:1.0 and 1:1.49.

(f) You will receive 2 Points if the ratio is between 1:0.50 and 1:0.99.

(g) You will receive 1 Point if the ratio is between 1:0.25 to 1:0.50.

(h) You will receive 0 Points if the ratio is less than 1:0.25 or there is inadequate information in your application to rate this factor.

(2) CSS Leveraging.

(a) Amount of CSS Leveraged Resources—5 Points.

(i) You will receive 5 Points if the ratio of the amount of HOPE VI funds requested for CSS activities to the dollar value of documented, committed CSS resources leveraged from other sources is 1:4 or higher. If no HOPE VI funds are requested for CSS activities because all CSS funds will come from outside sources, all adequately-documented funds from such outside sources will be counted and you will receive 5 Points.

(ii) You will receive 4 Points if the ratio is between 1:3.5 and 1:4.

(iii) You will receive 3 Points if the ratio is between 1:3 and 1:3.5.

(iv) You will receive 2 Points if the ratio is between 1:2.5 and 1:3.

(v) You will receive 1 Point if the ratio is between 1:2 and 1:2.5.

(vi) You will receive 0 Points if the ratio is less than or equal to 1:2, or there is inadequate information in your application to rate this factor.

(b) Variety of CSS Leveraged Resources—1 Point.

You will receive 1 Point if you have obtained eligible leveraging funds from a variety of sources, including 3 or more kinds of entities listed below:

(i) State and local governments.

(ii) Private service providers.

(iii) Nonprofits/faith based organizations.

(iv) Financing entities.

(v) Developers.

(3) Anticipatory Resources Leveraging—2 Points.

In many cases, PHAs, cities, or other entities may have carried out revitalization activities (including demolition) in previous years in anticipation of your receipt of a HOPE VI Revitalization grant. These expenditures, if documented, may be counted as leveraged anticipatory resources. They cannot duplicate any other type of resource, and cannot be counted towards match.

(a) You will receive 2 Points if the ratio of your documented anticipatory resources to the amount of HOPE VI funds requested for physical development activities (not including CSS or administration) is 1:1.0 or higher.

(b) You will receive 0 Points if the ratio of your documented anticipatory resources to the amount of HOPE VI funds requested for physical development activities (not including CSS or administration) resources is less than 1:1.

(4) Collateral Investment Leveraging—2 Points.

Collateral Investment includes physical redevelopment activities underway or projected to be completed before October 2007 that will enhance the new HOPE VI community, but will occur whether or not the public housing project is revitalized. This includes economic or other kinds of development activities that would have occurred with or without the anticipation of HOPE VI funds. These resources cannot duplicate any other type of resource, and cannot be counted as match. The resources are subject to the same restrictions regarding and documentation. Collateral investment resources are counted as leverage only and cannot be counted towards match. Examples of Collateral Investments include schools, libraries, subway or light rail stations, improved roads, day care facilities, and local medical facilities.

(a) You will receive 2 Points if the ratio of your documented collateral resources to the amount of HOPE VI funds requested for physical development activities (not including CSS or administration) is 1:1.0 or higher.

(b) You will receive 0 Points if the ratio of your documented collateral resources to the amount of HOPE VI funds requested for physical development activities (not including CSS or administration) is less than 1:1.

X. Resident and Community Involvement

(A) Requirements and Thresholds

(1) General. You are required to involve residents and the broader community in the planning, proposed implementation, and management of your Revitalization Plan. HUD will evaluate the nature, extent, and quality of the resident and community outreach and involvement you have achieved by the time your application is submitted, as well as your plans for continued and/or additional outreach and involvement.

(2) Resident Training Session. You must conduct at least one training session for residents of the severely distressed project on the HOPE VI development process. HUD does not prescribe the content of this meeting.

(3) Public Meetings.

(a) You must conduct at least three public meetings with residents and the broader community, in order to involve them in a meaningful way in the process of developing the Revitalization Plan and preparing the application.

(b) During the course of the three meetings, you must address the following issues listed below (i.e., all issues need not be addressed at each meeting):

(i) The HOPE VI planning and implementation process.

(ii) The proposed physical plan, including site and unit design.

(iii) The extent of proposed demolition.

(iv) Planned community and supportive service activities.

(v) Other proposed revitalization activities.

(vi) Relocation issues, including relocation planning, mobility counseling, and maintaining the HOPE VI community planning process during the demolition and reconstruction phases where temporary relocation is involved.

(vii) Reoccupancy plans and policies, including site-based waiting lists; and

(viii) Section 3 and employment opportunities to be created as a result of redevelopment activities.

(4) All training sessions and meetings must be held in facilities that are accessible to persons with disabilities, provide services such as day care, transportation, and sign language interpreters as appropriate, and as practical and applicable, be conducted in English and the language(s) most appropriate for the community.

(5) The training session and each of the public meetings must be held after the publication date of this NOFA.

Threshold. In your application you must provide a signed certification that the above resident training session and public meetings were held and that the topics listed above were covered. The certification must include the dates of the training session and meetings. If, after the deficiency cure period, this certification is not included in your application, the application will be ineligible for funding.

(B) Resident and Community Involvement Rating—3 Points

You will receive 1 Point for each of the following criteria met in your application, which are over and above the threshold requirements listed in Section (A) above.

(1) You demonstrate that you have communicated regularly and significantly with affected residents and members of the surrounding community about the development of your Revitalization Plan by giving residents and community members information about your actions regarding the Revitalization Plan and providing a forum where residents and community members can contribute recommendations and opinions with regard to the development and implementation of the Revitalization Plan.

(2) You describe your efforts, past and proposed, to make appropriate HUD communications about HOPE VI available (i.e., a copy of the NOFA, computer access to the HUD website, etc.).

(3) You describe your plans to provide affected residents with reasonable training on the general principles of development, technical assistance, and capacity building so that they may participate meaningfully in the development and implementation process.

XI. Community and Supportive Services

(A) CSS Program Requirements

(1) Your CSS Team and Partners.

(a) The term "CSS Team" refers to PHA staff members and/or any consultants who will have the responsibility to design, implement, and manage your CSS Program.

(b) The term "CSS Partners" refers to the agencies and organizations that you will work with to provide supportive services for residents. A Partner could be a local service organization such as a Boys or Girls Club that dedicates its building and staff to the program, or an agency such as the local TANF agency that works with you to ensure that their services are coordinated and comprehensive.

(2) Maximum CSS grant amount. Consistent with Section 24(j)(3) of the 1937 Act, you may use an amount up to 15 percent of the total HOPE VI Grant to pay the costs of CSS activities. You may spend additional sums on CSS activities using donations, other HUD funds made available for that purpose, or other PHA funds. See Section IX(A)(2) of this NOFA for CSS grant matching requirements.

(3) CSS Endowment Trust. Consistent with Section 24(d)(2) of the Act, you may deposit up to 15 percent of your HOPE VI grant (the maximum amount of the award allowable for CSS activities) into an Endowment Trust to provide CSS activities. In order to establish an Endowment Trust, you must first execute with HUD a HOPE VI Endowment Trust Addendum to the Grant Agreement. When reviewing your request to set up an Endowment Trust, HUD will take into consideration your ability to pay for current CSS activities with HOPE VI or other funds and the projected long-term sustainability of the Endowment Trust to carry out those activities.

(4) Subgrant Agreements. You may enter into subgrant agreements with non-profit or State or local governments for the performance of CSS activities in accordance with your approved CSS work plan.

(5) Neighborhood Networks. All Revitalization grantees will be required to establish Neighborhood Networks Centers. This program provides residents with on site access to computer and training resources. HUD will make technical assistance available to each PHA where needed. Grantees may use HOPE VI funds to establish Neighborhood Networks. In addition, $5 million will be made available for Neighborhood Networks in accordance with Section II(C) of this NOFA. More information on the requirements of the Neighborhood Networks Center Program is available on the Neighborhood Networks website at *www.hud.gov/nnw/nnwindex.html*.

(6) CSS activities must be consistent with State and local welfare reform requirements and goals.

(7) The objectives of your CSS Program must be results-oriented, with quantifiable goals and outcomes that can be used to measure progress and make changes in activities as necessary.

(8) CSS activities must be of an appropriate scale, type, and variety to meet the needs of all residents (including adults, youth ages 16 to 21, and children) of the severely distressed project, including residents remaining on-site, residents who will relocate permanently to other PHA units or Section 8 housing, residents who will relocate temporarily during the

construction phase, and new residents of the revitalized units.

(9) Non-public housing residents may also participate in CSS activities, as long as the primary participants in the activities are residents as described in Section (8) above.

(10) Your CSS activities must be coordinated with the efforts of other service providers in your locality, including non-profit organizations, educational institutions, and state and local programs.

(11) CSS activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities.

(12) CSS Programs must be carefully planned so that they will be sustainable after the HOPE VI grant period ends.

(B) CSS activities may include, but are not limited to:

(1) Educational activities that promote learning and serve as the foundation for young people from infancy through high school graduation, helping them to succeed in academia and the professional world. Such activities, which include after school programs, mentoring, and tutoring, must be created with strong partnerships with public and private educational institutions.

(2) Adult educational activities, including remedial education, literacy training, tutoring for completion of secondary or post-secondary education, assistance in the attainment of certificates of high school equivalency, and English as a Second Language courses, as needed.

(3) Job readiness and retention activities, which frequently are key to securing private sector commitments to the provision of jobs.

(4) Employment training activities that include results-based job training, preparation, counseling, development, placement, and follow-up assistance after job placement.

(5) Programs that provide entry-level, registered apprenticeships in construction, construction related, maintenance, or other related activities. A registered apprenticeship program is a program which has been registered with either a State Apprenticeship Agency recognized by the Department of Labor's (DOL) Office of Apprenticeship Training, Employer and Labor Services (OATELS) or, if there is no recognized State agency, by OATELS. See also DOL regulations at 29 CFR part 29.

(6) Life skills training on topics such as parenting, consumer education, and family budgeting.

(7) Creation and operation of credit unions to serve residents, including capitalization and technical assistance to foster new credit unions on-site and to encourage existing community credit unions to expand their coverage to include on-site coverage.

(8) Homeownership counseling that is scheduled to begin promptly after grant award so that, to the maximum extent possible, qualified residents will be ready to purchase new homeownership units when they are completed. The Family Self-Sufficiency Program can also be used to promote homeownership, providing assistance with escrow accounts and counseling.

(9) Coordinating with health care services providers or providing on-site space for a health clinic, doctors, a wellness center, dentists, etc. that will primarily serve the public housing residents. HOPE VI funds may not be used to provide direct medical care to residents.

(10) Substance/alcohol abuse treatment and counseling.

(11) Activities that address domestic violence treatment and prevention.

(12) Child care services that provide sufficient hours of operation to facilitate parental access to education and job opportunities, serve appropriate age groups, and stimulate children to learn.

(13) Transportation, as necessary, to enable all family members to participate in available CSS activities and/or to commute to their places of employment.

(14) Entrepreneurship training and mentoring, with the goal of establishing resident-owned businesses.

(C) CSS Partnerships and Resources. The following are the kinds of organizations and agencies that can provide you with in-kind, financial, and other types of resources necessary to carry out and sustain your CSS activities.

(1) Local Boards of Education, public libraries, local community colleges, institutions of higher learning, non-profit or for-profit educational institutions, and public/private mentoring programs that will lead to new or improved educational facilities and improved educational achievement of young people in the revitalized development, from birth through higher education.

(2) TANF agencies/welfare departments.

(3) Job development organizations that link private sector or non-profit employers with low-income prospective employees.

(4) Workforce Development Agencies.

(5) Organizations that provide residents with job readiness and retention training and support.

(6) Economic development agencies such as the Small Business Administration, which provide entrepreneurial training and small business development centers.

(7) National corporations, local businesses, and other large institutions such as hospitals that can commit to provide entry-level jobs. Employers may agree to train residents or commit to hire residents after they complete jobs preparedness or training programs that are provided by you, other partners, or the employer itself.

(8) Programs that integrate employment training, education, and counseling, and where creative partnerships with local boards of education, state charter schools, TANF, foundations, and private funding sources have been or could be established, such as:

(a) Youthbuild. HUD's Youthbuild Program provides grants to organizations that provide education and job training to young adults ages 16 to 24 who have dropped out of school. Participants spend half their time rehabilitating low-income housing and the other half in educational programs. Youthbuild provides a vehicle for achieving compliance with the objective of Section 3, as described in Section XIII(D)(2)(a) of this NOFA. More information on HUD's Youthbuild Program can be found at *www.hud.gov/progdesc/youthb.cfm*.

(b) Step-Up, an apprenticeship-based employment and training program that provides career potential for low-income persons by enabling them to work on construction projects that have certain prevailing wage requirements. Step-Up encourages work by offering apprenticeships through which low-income participants earn wages while learning skills on the job, supplemented by classroom-related instruction. Step-Up can also contribute to a PHA's effort to meet the requirements of Section 3. More information can be found at *www.hud.gov/progdesc/stepup.cfm*.

(9) Sources of capital such as foundations, banks, credit unions, and charitable, fraternal, and business organizations.

(10) Non-profit organizations such as the Girl Scouts and the Urban League, both of which have Memoranda of Agreement (MOA) with HUD. Copies of these MOAs can be found on the HOPE VI Home Page at *www.hud.gov/hope6*.

(11) Civil rights organizations.

(12) Local area agencies on aging.

(13) Local agencies and organizations serving persons with disabilities.

(14) Faith-based and Other Community-based Organizations. HUD encourages you to partner or subgrant

with grassroots faith-based and other community-based organizations to provide CSS activities. Such organizations have a strong history of providing vital community services such as job training, childcare, relocation supportive services, youth programs, technology training, transportation, substance abuse programs, crime prevention, and health services. They also provide counseling for individuals and families on fair housing rights, and homeownership and rental housing opportunities in the neighborhood of their choice. HUD believes that grassroots organizations, e.g. civic organizations, congregations, national and local self-help homeownership organizations, faith-based and other community-based organizations should be more effectively used, and has placed a high priority on expanding opportunities for grassroots organizations to participate in developing solutions for their own neighborhoods. See HUD's Center for Faith Based and Community Initiatives website at *www.hud.gov/offices/fbci/index.cfm*.

(a) HUD will consider an organization a "grassroots" organization if it is headquartered in the local community to which it provides services; and

(i) Has an annual social services budget of no more than $300,000. This cap includes only the portion of the organization's budget allocated to providing social services. It does not include other portions of the budget such as salaries and expenses; or

(ii) Has six or fewer full-time equivalent employees.

(b) Local affiliates of national organizations are not considered "grassroots."

(D) Rating Factor: CSS Program—6 Points Total. In your application you will describe your CSS plan, including any plans to implement a CSS Endowment Trust. Each of the following subfactors will be rated separately.

(1) You will receive 2 Points if you demonstrate that you will be able to provide case management within 30 days from the date of grant award execution so that residents who will be relocated have time to participate and benefit from CSS activities before leaving the site.

(2) You will receive 1 Point if you have proposed a high quality, results-oriented CSS plan that includes strong components of the basic elements of education, job training, and services that will enable all affected residents to transform their lives.

(3) You will receive 1 Point if you provide letters from a variety of experienced organizations and service providers that represent strong relationships and commitments to participate in your CSS activities and accomplish your CSS goals of the program.

(4) You will receive 1 Point if your CSS Program has been developed in response to a rigorous resident needs identification process and directly responds to the identified needs.

(5) You will receive 1 Point if your CSS Program includes a case management system that provides services to individual residents.

XII. Relocation

(A) Definition. You must provide suitable, decent, safe, and sanitary housing for each family required to relocate as a result of revitalization activities under your Revitalization Plan. Any person (including individuals, partnerships, corporations or associations) who moves from real property or moves personal property from real property directly (1) because of a written notice to acquire real property in whole or in part, or (2) because of the acquisition of the real property, in whole or in part, for a HUD-assisted activity, is covered by Federal relocation statute and regulations. Specifically, this type of move is covered by the acquisition policies and procedures and the relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the implementing government-wide regulation at 49 CFR part 24. The relocation requirements of the URA and the government-wide regulations cover any person who moves permanently from real property or moves personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with HUD assistance.

(B) Relocation Guidelines.

(1) The HOPE VI Relocation Plan is intended to ensure that PHAs adhere to the URA and that all residents who have been or will be temporarily or permanently relocated from the site are provided with CSS activities such as mobility counseling and direct assistance in locating housing.

(2) You are encouraged to involve HUD-approved housing counseling agencies, including faith-based, non-profit and/or other organizations, and/or individuals in the community to which relocatees choose to move, in order to ease the transition and minimize the impact on the neighborhood. HUD will view favorably innovative programs such as community mentors, support groups, and the like.

(3) If applicable, you are encouraged to work with surrounding jurisdictions to assure a smooth transition if residents choose to move from your jurisdiction to the surrounding area.

(C) Standard Relocation Requirements. You must carry out relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable:

(1) Relocation or temporary relocation carried out as a result of rehabilitation under an approved Revitalization Plan is subject to the URA, the URA regulations at 24 CFR part 24, and regulations at 24 CFR 966.4(c)(8) or successor part.

(2) Relocation carried out as a result of acquisition under an approved Revitalization Plan is subject to the URA and regulations at 24 CFR 941.207 or successor part.

(3) Relocation carried out as a result of disposition under an approved Revitalization Plan is subject to Section 18 of the 1937 Act, as amended.

(4) Relocation carried out as a result of demolition under an approved Revitalization plan is subject to the URA.

(D) *Threshold*: The HOPE VI Revitalization Relocation Plan. Each applicant must complete a HOPE VI Relocation Plan. In your application, you must submit a certification that the HOPE VI Relocation Plan has been completed, and that it conforms to the URA requirements as described in Section XII(C) above.

(E) Rating Factor: Relocation—5 Points Total.

(1) You will receive 5 Points if you provide a certification that all of the residents of the targeted severely distressed public housing project have been relocated as of the HOPE VI Revitalization application due date. If you qualify for these 5 Points, you are not eligible for any additional Points described below.

(2) You will receive 4 Points if you describe in your application:

(a) An effective plan to track residents who have been or will be relocated from the targeted project, and

(b) A comprehensive plan that will provide mobility counseling and direct assistance in locating housing to residents who choose Section 8 assistance that will help them to fully understand the full range of housing opportunities available to them in neighborhoods throughout the jurisdiction and to find housing in non-poverty areas.

(3) You will receive 2 Points if you meet only one of the factors described in Section (1) above.

(4) You will receive 0 Points if your application does not meet either of the factors described in Section (2) above, or if there is inadequate information in the application to rate this factor.

XIII. Fair Housing and Equal Opportunity

(A) Housing and Services for Persons with Disabilities

(1) Accessibility Requirements. HOPE VI developments are subject to the accessibility requirements contained in several Federal laws. All applicable laws must be read together and followed. PIH Notice 2002–1, available at *http://www.hud.gov/offices/pih/publications/notices/02/pih2002-1.pdf*, provides an overview of all pertinent laws and implementing regulations pertaining to HOPE VI. Also see HUD's Fair Housing website at *www.hud.gov/groups/fairhousing.cfm*. Under the Fair Housing Act of 1988, all new construction of covered multifamily buildings must include certain features of accessible and adaptable design. Units covered are all those in buildings with four or more units and one or more elevators, and all ground floor units with living area located entirely on the ground floor in buildings without elevators. The accessible design requirements are provided on HUD's FHEO website at *http://www.hud.gov/fhe/fhefha5.html#sect3*.

(2) Specific Fair Housing requirements are:

(a) The Fair Housing Act (42 U.S.C. 3601–19) and regulations at 24 CFR part 100.

(b) The prohibitions against discrimination on the basis of disability, including requirements units that, in certain multifamily housing, meet the Uniform Federal Accessibility Standards and that you make reasonable accommodations to individuals with disabilities under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations at 24 CFR part 8.

(c) Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and its implementing regulations at 28 CFR part 36.

(d) The Architectural Barriers Act of 1968 (42 U.S.C. 4151) and the regulations at 24 CFR part 40.

(B) Rating Factor: FHEO. 7 Points Total.

(1) Accessibility—2 Points.

(a) Over and above the accessibility requirements listed above, you will receive 2 Points if you describe a plan to:

(i) Provide accessibility in homeownership units;

(ii) Provide one bedroom accessible rental units for single individuals with disabilities;

(iii) Provide for accessibility modifications, where necessary, to Section 8 units of residents who relocate from the targeted project due to revitalization activities;

(iv) Where playgrounds are planned, propose ways to make them accessible to children with disabilities, over and above statutory and regulatory requirements, and

(v) Where possible, design units with accessible front entrances.

(b) You will receive 1 Point if your application does not propose to implement all of the accessibility priorities stated above, but provides a detailed explanation as to why you cannot implement all of the priorities.

(c) You will receive 0 Points if you fail to provide a description that meets the specifications above, or if there is inadequate information in your application to rate this factor.

(2) Adaptability—1 Point.

(a) You will receive 1 Point if you specifically describe a plan to meet the adaptability standards adopted by HUD at 24 CFR 8.3 that apply to those units not otherwise covered by the accessibility requirements. Adaptability is the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability. For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed so that the unit can be made ready for occupancy by a hearing-impaired person. For information on adaptability, see *www.hud.gov/offices/pih/programs/ph/hope6/pubs/glossary.pdf*.

(b) You will receive 0 Points if your application does not adequately describe a plan as specified above, or if there is inadequate information in your application to rate this factor.

(3) Visitability—1 Point.

(a) You will receive 1 Point if you specifically describe a plan to meet the visitability standards adopted by HUD that apply to units not otherwise covered by the accessibility requirements. Visitability standards allow a person with mobility impairments access into the home, but do not require that all features be made accessible. A visitable home also serves persons without disabilities, such as a mother pushing a stroller or a person delivering a large appliance. See *www.hud.gov/offices/pih/programs/ph/hope6/pubs/glossary.pdf* for information on visitability. The two standards of visitability are:

(i) At least one entrance at grade (no steps), approached by a sidewalk; and

(ii) The entrance door and all interior passage doors are at least 2 feet 10 inches wide, allowing 32 inches of clear passage space.

(b) You will receive 0 Points if your application does not adequately describe a visitability plan as specified above, or if there is inadequate information in your application to rate this factor.

(C) Fair Housing.

(1) *Threshold*: Compliance with Fair Housing and Civil Rights Laws. All applicants and their subrecipients must comply with all Fair Housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a).

HUD will not rate your application for funding under this NOFA if, as of the HOPE VI application due date, you:

(a) Have been charged with a systemic violation of the Fair Housing Act by the Secretary alleging ongoing discrimination,

(b) Are a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination, or

(c) Have received a letter of non compliance findings under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, or Section 109 of the Housing and Community Development Act of 1974.

HUD's decision regarding whether a charge, lawsuit, or a letter of findings has been resolved to the satisfaction of the Department as of the application due date will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit, or letter of findings. A charge, lawsuit, or letter of findings issued after the application due date will not affect an applicant's eligibility under this threshold. Examples of such actions which must happen before the application due date include, but are not limited to:

(i) A voluntary compliance agreement signed by all parties in response to the letter of findings,

(ii) A HUD-approved conciliation agreement signed by all parties, or

(iii) An out-of-court settlement of a Department of Justice lawsuit under the Fair Housing Act.

(2) *Threshold*: Desegregation Orders. You must be in full compliance with any desegregation or other court order

related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects your public housing program and that is in effect on the application due date.

(3) Site and Neighborhood Standards for Replacement Housing. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and regulations thereunder. In determining the location of any replacement housing, you must comply with either the site and neighborhood standards regulations at 24 CFR 941.202 (b–d) or with the standards outlined below.

(a) Goals of the HOPE VI Program. The HOPE VI Program provides resources to address the needs of severely distressed public housing projects within an administrative framework of less intrusive Federal oversight and increased reliance on informed local decision making. HOPE VI Grants are made so that Grantees can develop and implement comprehensive strategies that address not only the physical and management needs of the projects, but also the social and economic needs of the residents and the surrounding community. You are expected to ensure that your revitalization plan will expand assisted housing opportunities in non-poor and non-minority neighborhoods and/or will accomplish substantial revitalization in the Project and its surrounding neighborhood. You are also expected to ensure that eligible households of all races and ethnic groups will have equal and meaningful access to the housing.

(b) Objectives in Selecting HUD-Assisted Sites. The fundamental goal of HUD's fair housing policy is to make full and free housing choice a reality. Housing choice requires that households of all races can freely decide the type of neighborhood where they wish to reside, that minority neighborhoods are no longer deprived of essential public and private resources, and that stable, racially-mixed neighborhoods are available as a meaningful choice for all. To make full and free housing choice a reality, sites for HUD assisted housing investment should be selected so as to advance two complementary goals:

(i) Expand assisted housing opportunities in non-minority neighborhoods, opening up choices throughout the metropolitan area for all assisted households, and

(ii) Reinvest in minority neighborhoods, improving the quality and affordability of housing there to represent a real choice for assisted households.

(c) Compliance with Fair Housing Act and Title VI of the Civil Rights Act of 1964. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations, in determining the location of any replacement housing.

(d) Grantee's Election of Requirements. You may, at your election, separately with regard to each site you propose, comply with the development regulations regarding Site and Neighborhood Standards (24 CFR 941.202 (b)–(d)), or with the Site and Neighborhood Standards contained in this Section.

(e) Replacement housing located on site or in the surrounding neighborhood. Replacement housing under HOPE VI that is located on the site of the existing project or in its surrounding neighborhood will not require independent approval under Site and Neighborhood Standards, since HUD will consider the scope and impact of the proposed revitalization to alleviate severely distressed conditions at the public housing project and its surrounding neighborhood in assessing the application to be funded under this NOFA.

(f) Off-Site Replacement Housing Located Outside of the Surrounding Neighborhood. Unless you demonstrate that there are already significant opportunities in the metropolitan area for assisted households to choose non-minority neighborhoods (or these opportunities are under development), HOPE VI replacement housing not covered by Section (e) above may not be located in an area of minority concentration (as defined in paragraph (g, below) without the prior approval of HUD. Such approval may be granted if you demonstrate to the satisfaction of HUD that:

(i) You have made determined and good faith efforts, and found it impossible with the resources available, to acquire an appropriate site(s) in an area not of minority concentration, or

(ii) The replacement housing, taking into consideration both the CSS activities or other revitalizing activities included in the Revitalization Plan, and any other revitalization activities in operation or firmly planned, will contribute to the stabilization or improvement of the neighborhood in which it is located, by addressing any serious deficits in services, safety, economic opportunity, educational opportunity, and housing stock.

(g) Area of Minority Concentration. The term "area of minority concentration" is any neighborhood in which:

(i) The percentage of households in a particular racial or ethnic minority group is at least 20 Points higher than the percentage for the housing market area; i.e., the Metropolitan Statistical Area (MSA) in which the proposed housing is to be located, or

(ii) The neighborhood's total percentage minority is at least 20 Points higher than the percentage for MSA.

(4) Additional Nondiscrimination Requirements. In addition to compliance with the civil rights requirements listed at 24 CFR 5.105(a), you and your subrecipients must comply with:

(a) The nondiscrimination in employment requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*);

(b) The Equal Pay Act (29 U.S.C. 206(d));

(c) Title IX of the Education Amendments Act of 1972; and

(d) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*).

(5) Affirmatively Furthering Fair Housing. Section 808(e)(5) of the Fair Housing Act requires HUD to affirmatively further fair housing. HUD requires the same of its grant recipients. If you are a successful applicant, you will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes are:

(a) Race,
(b) Color,
(c) National origin,
(d) Religion,
(e) Sex,
(f) Disability, and
(g) Familial status.

(6) Ensuring the Participation of Disadvantaged Firms. The Department is committed to ensuring that small businesses, small disadvantaged businesses, minority firms, women's business enterprises, and labor surplus area firms participate fully in HUD's direct contracting and in contracting opportunities generated by HUD grant funds. Too often, these businesses still experience difficulty accessing information and successfully bidding on Federal contracts. HUD regulations at 24 CFR 85.36(e) require recipients of assistance (grantees and subgrantees) to take all necessary affirmative steps in contracting for purchase of goods or services to assure that these disadvantaged firms are used when possible. Affirmative steps include:

(a) Placing disadvantaged firms on solicitation lists;

(b) Assuring that disadvantaged firms are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks

or quantities to permit maximum participation by disadvantaged firms,

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by disadvantaged firms,

(e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Sections (a) through (e) above.

(D) Rating Factor: Fair Housing—3 Points Total.

(1) Fair Housing—2 Points.

(a) You will receive 2 Points if your application specifically describes:

(i) Your efforts to attract families with a broad spectrum of incomes to the revitalized site through intensive affirmative marketing efforts and how these efforts contribute to the deconcentration of low-income neighborhoods,

(ii) Your efforts to target your marketing and outreach activities to all segments of the population on a non-discriminatory basis, promote housing choice and opportunity throughout your jurisdiction and contribute to the deconcentration of both minority and low income neighborhoods. In your application, you must describe how your outreach and marketing efforts will reach out to persons of different races and ethnic groups, families with or without children, persons with disabilities and able-bodied persons and the elderly, and

(iii) The specific steps you plan to take through your proposed activities to affirmatively further fair housing. These steps can include, but are not limited to:

(*A*) Addressing impediments to fair housing choice relating to your operations,

(*B*) Working with local jurisdictions to implement their initiatives to affirmatively further fair housing,

(*C*) Implementing, in accordance with Departmental guidance, relocation plans that result in increased housing choice and opportunity for residents affected by HOPE VI revitalization activities funded under this NOFA,

(*D*) Implementing admissions and occupancy policies that are nondiscriminatory and help reduce racial and national origin concentrations, and

(*E*) Initiating other steps to remedy discrimination in housing and promote fair housing rights and fair housing choice.

(b) You will receive 1 Point if you address all of the above issues in a general way.

(c) You will receive 0 Points if you do not address all of the above issues, or if there is insufficient information to rate this factor.

(2) Economic Opportunities for Low and Very Low Income Persons (Section 3)—1 Point.

(a) HOPE VI grantees must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Economic Opportunities for Low- and Very Low-Income Persons in Connection with assisted Projects) and its implementing regulations at 24 CFR part 135. Information about Section 3 can be found at HUD's Section 3 website at *www.hud.gov/fhe/sec3over.html*.

(b) You will receive 1 Point if you describe a feasible plan to implement Section 3 that not only meets the minimum requirements described in Section (a) above but also exceeds those requirements. Your plan must include your goals by age group, types of jobs and other opportunities to be provided, and plans for tracking and evaluation. Section 3 firms must be in place quickly so that residents are trained in time to take advantage of employment opportunities such as jobs and other contractual opportunities in the pre-development, demolition, and construction phases of the revitalization. Your Section 3 plan must demonstrate that you will, to the greatest extent feasible, direct training employment and other economic opportunities to:

(i) Low- and very low-income persons, particularly those who are recipients of government assistance for housing, and

(ii) Business concerns which provide economic opportunities to low- and very low-income persons.

(c) You will receive 0 Points if your plan to implement Section 3 does not meet the standards listed in Section (b) above, or if there is inadequate information in your application to rate this factor.

XIV. Mixed Income Communities—6 Points Total

(A) On-Site Housing—3 Points.

Your proposed unit mix must be designed to achieve a mixed income, well functioning community on the revitalized site. Reducing concentration in this context does not necessarily mean reducing density of housing units; a well-run, mixed-income housing community may actually have a higher density given the site's market conditions.

(1) You will receive 3 Points if your application describes a unit mix of more than 35 percent public housing units.

(2) You will receive 2 Points if your application describes a unit mix that is between 25 and 34 percent public housing units.

(3) You will receive 1 Point if your application describes a unit mix of between 15 and 24 percent public housing units.

(4) You will receive 0 Points if your application describes a unit mix that is less than 14 percent, or if there is inadequate information in your application to rate this factor.

(B) Off-Site Housing—1 Point.

(1) Although not required, you are encouraged to consider development of replacement housing in locations other than the original severely distressed site (i.e., off-site housing). Locating off-site housing in neighborhoods with low levels of poverty and/or low concentrations of minorities will provide maximized housing alternatives for low-income residents who are currently on-site and assist the goal of creating desegregated, mixed-income communities. The effect on-site will be to assist in the deconcentration of low-income residents and increase the number of replacement units.

(2) Although it is acknowledged that off-site housing is not appropriate in some communities, if you do not propose to include off-site housing in your Revitalization Plan, you are not eligible to receive this Point.

(3) If you propose an off-site housing component in your application, you must be sure to include that component when you discuss other components (e.g. on-site housing, homeownership housing, etc.). Throughout your application, your unit counts and other numerical data must take into account the off-site component.

(4) *Threshold*: If you propose to develop off-site housing, you MUST provide evidence in your application that you (not your developer) have site control of the property. Evidence may include an option to purchase the property, contingent solely on the receipt of the HOPE VI grant, satisfactory compliance with the environmental review requirements of accordance with Section XX of this NOFA, and the site and neighborhood standards in Section XIII(C)(3) of this NOFA. If you demonstrate site control through an option to purchase, the option must extend for at least 180 days after the application due date. *If you propose to develop off-site housing and you do not provide acceptable site control, your entire application will be ineligible for funding.*

(5) Rating. You will receive 1 Point if you propose to develop an off-site housing component and document that you have:

(a) Acquired the site, and

(b) The site meets all environmental, and site and neighborhood standards.

(C) *Threshold.* Market Rate Housing. If you include market rate housing in your Revitalization Plan, you must demonstrate that there is a demand for the housing units of the type, number and size proposed in the location you have chosen. In your application you must provide a preliminary market assessment letter prepared by an independent, third party, credentialed market research firm or professional that describes its assessment of the demand and associated pricing structure for the proposed residential units and any community facilities, economic development, and retail structures, based on the market and economic conditions of the project area. If, after the cure period, this letter is not included in your application, it will be ineligible for funding.

(D) Homeownership Housing—2 Points.

The Department has placed the highest priority on increasing homeownership opportunities for low- and moderate-income persons, persons with disabilities, the elderly, minorities, and families where English may be a second language. Too often these individuals and families are shut out of the housing market through no fault of their own. HUD encourages applicants to work aggressively to open up the realm of homeownership.

(1) Your application will receive 2 Points if you propose and describe a feasible, well-defined plan for homeownership. In your application, you will describe:

(a) The purpose of your homeownership program;

(b) The number of units planned and their location(s);

(c) A description and justification of the families that will be targeted for the program;

(d) The proposed source of your construction and permanent financing of the units, and

(e) A description of the homeownership counseling you will provide to prospective families.

(2) You will receive 0 Points for this factor if you do not propose to include homeownership units in your Revitalization Plan, your proposed program is not feasible and/or well defined, or there is inadequate information in your application to rate this factor.

(E) *Threshold.* Zoning Approval. Your application must include a certification from the appropriate local official documenting that all required zoning approvals have been secured, both for on-site and off-site housing and other proposed uses, or that the request for such approval(s) are on the agenda for the next meeting of the appropriate zoning authority.

XV. Overall Quality of Plan

(A) *Threshold.* Appropriateness of Proposal. In accordance with Section 24(e)(1) of the 1937 Act, each application must demonstrate the appropriateness of the proposal in the context of the local housing market relative to other alternatives. You must briefly discuss other possible alternatives to your proposal, and explain why your plan is more appropriate. This is a statutory requirement and an application threshold. Any deficiencies in your narrative may not be corrected after the application is submitted.

Examples of alternative proposals may include:

(1) Rebuilding or rehabilitating an existing project or units at an off site location that is in an isolated, non-residential, or otherwise inappropriate area;

(2) Proposing a range of incomes, housing types (rental, homeownership, market rate, public housing, townhouse, detached house, etc.), or costs which cannot be supported by a market analysis, and/or

(3) Proposing to use the land in a manner which is contrary to the goals of your agency.

(B) Rating Factor: Overall Quality of Plan—23 Points Total.

(1) Overall Quality of the Application—5 Points.

The information and strategies described in your application must be coherent and internally consistent. Numbers and statistics in your narratives must be consistent with the information provided in the attachments. Also, the physical and CSS aspects of the application must be compatible and coordinated with each other. Pay particular attention to the data provided for:

(a) Types and numbers of units;

(b) Budgets;

(c) Other financial estimates, including sources and uses; and

(d) Numbers of residents affected.

(2) Likelihood of Success—5 Points.

(a) You will receive 5 Points if your Revitalization Plan, including plans for retail, office, and other economic development activities, as appropriate, will:

(i) Result in a revitalized site that will enhance the neighborhood in which the project is located;

(ii) Spur outside investment into the surrounding community;

(iii) Enhance economic opportunities for residents; and

(iv) Remove an impediment to continued redevelopment or start a community wide revitalization process.

(b) You will receive 3 Points if your application demonstrates that your Revitalization Plan will have only a moderate effect on activities in the surrounding community.

(c) You will receive 0 Points if your application does not demonstrate that your Revitalization Plan will have an effect on the surrounding community, or if there is inadequate information in your application to rate this factor.

(3) Project Readiness—7 Points.

HUD places top priority on projects that will be able to commence immediately after grant award. You will receive the following points for each applicable subfactor certified in your application.

(a) You will receive 2 Points if the targeted severely distressed public housing project is completely vacant.

(b) You will receive 2 Points if the site is cleared.

(c) You will receive 1 Point if a Master Development Agreement has been developed and is ready to submit to HUD.

(d) You will receive 1 Point if your preliminary site design is complete.

(e) You will receive 1 Point if you have held 5 or more public planning sessions leading to resident acceptance of the Plan.

(4) Design—3 Points.

HUD is seeking excellence in design. We urge you to carefully select your architects and/or planners, and to enlist local affiliates of national architectural and planning organizations such as the American Institute of Architects, the American Society of Landscape Architects, the American Planning Association, the Congress for the New Urbanism, and/or the department of architecture at a local college or university to assist you in assessing qualifications of design professionals and/or participating on a selection panel that results in the procurement of excellent design services.

HUD encourages you to select a design team that is committed to a process in which residents, including young people and seniors, the broader community, and other stakeholders participate in designing the new community.

Your proposed site plan, new units, and other buildings must be designed to

be compatible with and enrich the surrounding neighborhood. Local architecture and design elements and amenities should be incorporated into the new or rehabilitated homes so that the revitalized sites and structures will blend into the broader community and appeal to the market segments for which they are intended. Housing, community facilities, and economic development space must be well integrated. You must select members of your Team who have the ability to meet these requirements.

(a) You will receive 3 Points if your proposed site plan, new dwelling units, and buildings demonstrate that:

(i) You have proposed a site plan that is compact, pedestrian-friendly, with an interconnected network of streets and public open space;

(ii) Your proposed housing, community facilities, and economic development facilities are thoroughly integrated into the community through the use of local architectural tradition, building scale, grouping of buildings, and design elements; and

(iii) Your plan proposes appropriate enhancements of the natural environment.

(b) You will receive 1 Point if your proposed site plan, new dwelling units, and buildings demonstrate design that adequately addresses the elements above.

(c) You will receive 0 Points if your proposed design is perfunctory or otherwise does not address the above elements. You will also receive 0 Points if there is inadequate information in the application to rate this factor.

(5) Evaluation—3 Points.

You are encouraged to work with your local university(ies), other institutions of learning, foundations, and/or others to evaluate the performance and impact of their HOPE VI Revitalization Plan over the life of the grant. The proposed methodology must measure success against goals you set at the outset of your revitalization activities. Evaluators must establish baselines and provide ongoing interim reports that will allow you to make changes as necessary as your project proceeds. Where possible, you are encouraged to form partnerships with Historically Black Colleges and Universities (HBCUs); Hispanic Serving Institutions (HSIs); Community Outreach Partnership Centers (COPCs); the Alaskan Native/Native Hawaiian Institution Assisting Communities Program (as appropriate); and others in HUD's University Partnerships Program.

(a) You will receive 3 Points if your application includes a letter(s) from an institution(s) of higher learning that provides a commitment to work with you to evaluate your program and describes its proposed approach to carry out the evaluation if your application is selected for funding. The letter must provide the extent of the commitment and involvement, the extent to which you and the local institution of higher learning will cooperate, and the proposed approach. The commitment letter must address the following areas for evaluation:

(i) The impact of your HOPE VI effort on the lives of the residents;

(ii) The nature and extent of economic development generated in the community;

(iii) The effect of the revitalization effort on the surrounding community, including spillover revitalization activities, property values, etc.; and

(iv) Your success at integrating the physical and CSS aspects of your strategy.

(b) You will receive 0 Points if your application does not include a commitment letter that conforms to the specifications in paragraph (b) above.

XVI. Application Requirements

(A) Application Components.

(1) Narrative Exhibits.

(a) The first part of your application will be comprised of narrative exhibits. Your narratives will respond to each rating factor in the NOFA, and will also respond to threshold requirements. Among other things, your narratives must describe your overall planning activities, including but not limited to relocation, community and supportive services, and development issues.

(b) Each HOPE VI Revitalization application must contain no more than 125 pages of narrative exhibits. Any pages after the first 125 pages of narrative exhibits will not be reviewed. Although submitting pages in excess of the page limitations will not disqualify an application, HUD will not consider the information on any excess pages, which may result in a lower score or failure of a threshold. Text submitted at the request of HUD to correct a technical deficiency will not be counted in the 125 page limit.

(2) Attachments.

(a) The second part of your application will be comprised of Attachments. These documents will also respond to the rating factors in the NOFA, as well as threshold requirements. They will include documents such as maps, photographs, letters of commitment, application data forms, and various certifications unique to HOPE VI Revitalization.

(b) Each HOPE VI Revitalization application must contain no more than 150 pages of attachments. Any pages after the first 150 pages of attachments will not be considered. Although submitting pages in excess of the page limit will not disqualify an application, HUD will not consider the information on any excess pages, which may result in a lower score or failure to meet a threshold.

(3) Exceptions to Page Limits. The documents listed below constitute the only exceptions and are not counted in the page limits listed in Sections (1)(b) and (2)(b) above.

(a) Additional pages submitted at the request of HUD in response to a technical deficiency.

(b) Attachments that provide documentation of commitments from resource providers or CSS providers.

(c) Narratives and Attachments required to be submitted only by existing HOPE VI Revitalization Grantees in accordance with Sections VII(A)(3), VII(B)(2), and VIII(B)(3)(c) of this NOFA (Capacity).

(d) Information required of MTW applicants only.

(4) Standard Certifications. The last part of your application will be comprised of standard certifications common to many HUD programs. Hard copies of the forms are included in the HOPE VI Application Kit, and electronic versions of these forms also can be found on the websites listed in Section IV(D)(2) of this NOFA. If you are requesting Section 8 assistance as described in Section II(E) of this NOFA, it must be placed in this Standard Certifications Section of your HOPE VI application. These forms must be placed at the back of the application, except for the Application for Federal Assistance (SF-424), which is the first page of your application.

(B) Application Format: To speed the processing of your application, you are asked to follow these instructions when preparing your application.

(1) Double space your narrative pages. Single spaced pages will be counted as two pages.

(2) Use 8½ x 11 inch paper, one side only. Only the City map may be submitted on an 8½ by 14 sheet of paper. Larger pages will be counted as two pages.

(3) All margins should be 1 inch, but no smaller than ½ inch.

(4) Use at least an 11 Point font.

(5) Any pages marked with numbers and letters (e.g., 75A, 75B, 75C) will be treated as separate pages.

(6) If a Section is not applicable, omit it, do not insert a page marked n/a.

(7) Mark each Exhibit and Attachment with an appropriate tab. No material on the tab will be considered for review purposes, although pictures are allowed.

(8) No more than one page of text may be placed on one sheet of paper, i.e., you may not shrink pages to get two or more on a page.

(9) Do not format your narrative in columns. Pages with text in columns will be counted as two pages.

(C) Signatures. Unless otherwise indicated, each form or certification, whether part of an Attachment or a Standard Certification, must be signed by the Executive Director of the applicant PHA, or his or her designate. Signatures need not be original.

XVII. Revitalization Application Selection Process

(A) Revitalization Grant Application Evaluation.

(1) HUD's selection process is designed to ensure that HOPE VI Revitalization grants are awarded to eligible PHAs with the most meritorious applications.

(2) In a departure from recent years, HUD will only rate HOPE VI Revitalization applications that have met the thresholds described in this HOPE VI NOFA.

(B) Threshold and Completeness Review.

(1) Application Screening. HUD will screen each application to determine if it meets the threshold criteria listed in Section III of this NOFA.

(2) HUD will consider the information you submit by the application due date. After the application due date, HUD may not, consistent with its regulations in 24 CFR part 4, subpart B, consider any unsolicited information that you or any third party may want to provide.

(3) In order not to unreasonably exclude applications from being rated and ranked, HUD may contact applicants to ensure proper completion of the application on a uniform basis for all applicants. After your application has been screened, HUD may contact you to clarify an item in your application or to give you an opportunity to correct a technical deficiency. HUD may not seek clarification of items or responses that would improve the substantive quality of your response to any rating factor. Examples of curable technical deficiencies include your failure to include a required certification or sign a document. If HUD identifies a technical deficiency, it will notify you by fax of the clarification or deficiency. You must submit information to cure the deficiency to HUD within 14 calendar days from the date of HUD notification. (If the due date falls on a Saturday, Sunday, or Federal holiday, your correction must be received by HUD on the following business day.) If the deficiency is not corrected within this time period, HUD will reject the application as incomplete and it will not be considered for funding.

(4) In order to evaluate thresholds, HUD may also use internal information sources that will provide information regarding audit findings, the status of existing HOPE VI Revitalization grants, and other pertinent information. HUD will not consider external sources such as newspaper articles and letters to evaluate applications unless they are submitted in your application.

(5) Applications that do not meet every threshold will be deemed ineligible for funding and will not be rated.

(C) Preliminary Rating and Ranking.

(1) Rating.

(a) HUD will preliminarily rate each eligible application, SOLELY on the basis of the rating factors described in this HOPE VI NOFA.

(b) When rating applications, HUD reviewers will not use any information included in any HOPE VI application submitted in a prior year.

(c) HUD will assign a preliminary score for each rating factor and a preliminary total score for each eligible application.

(d) The maximum number of Points for each Revitalization application is 114.

(2) Ranking.

(a) After preliminary review, applications will be ranked in score order.

(b) Applications will be deemed "competitive" if they have a preliminary score of 90 or above.

(c) Applications that do not have a preliminary score of at least 90 will not receive a final score and will not be eligible for funding.

(D) Final Panel Review.

(1) A Final Review Panel made up of HUD staff will:

(a) Assess each competitive application, as defined in Section XVII(C) above;

(b) Assign the final score; and

(c) Recommend for selection the most highly-rated competitive applications, subject to the amount of available funding, in accordance with the allocation of funds described in Section II of this NOFA.

(2) HUD reserves the right to make reductions in funding to delete ineligible items, with the exception of the prohibition to request funds for units that do not meet the requirements of replacement housing, in accordance with Section VI(D)(8) of this NOFA.

(3) In accordance with the FY 2002 HOPE VI appropriation, HUD may not use HOPE VI funds to grant competitive advantage in awards to settle litigation or pay judgments.

(E) Tie Scores. If two or more applications have the same score and there are insufficient funds to select all of them, HUD will select for funding the application(s) with the highest score for Rating Factor XV, Overall Quality of the Plan. If a tie still remains, HUD will select for funding the application(s) with the highest score for Capacity. HUD will select further tied applications with the highest score for Need.

(F) Transfer to Demolition Grants. If funds remain after all eligible HOPE VI Revitalization grant applications are funded and the amount remaining is inadequate to feasibly fund the next eligible Revitalization application, HUD reserves the right to:

(1) Reallocate unused funds to fund or supplement the next eligible HOPE VI Demolition grant application(s);

(2) Reallocate unused funds to the amount available for Section 8 assistance, if necessary; and/or

(3) Carry over unused funds to the next fiscal year.

XVIII. Post Award Activities

(A) Notification of Funding Decisions. The HUD Reform Act prohibits HUD from notifying you as to whether or not you have been selected to receive a Revitalization grant until it has announced all HOPE VI Revitalization grant recipients. If your Revitalization application has been found to be ineligible or if it did not receive enough Points to be funded, you will not be notified until the successful applicants have been notified. HUD will provide written notification to all HOPE VI applicants, whether or not they have been selected for funding.

(B) Environmental Review. HUD notification that you have been selected to receive a HOPE VI grant constitutes only preliminary approval. Grant funds may not be released until the responsible entity completes an environmental review and you submit and obtain HUD approval of a request for release of funds and the responsible entity's environmental certification in accordance with Section XX of this NOFA.

(C) Revitalization Grant Agreement. When you are selected to receive a Revitalization grant, HUD will send you a HOPE VI Revitalization Grant Agreement, which constitutes the contract between you and HUD to carry out and fund public housing revitalization activities. Both you and HUD will sign the cover sheet of the Grant Agreement. It is effective on the date of HUD's signature. The Grant

Agreement differs from year to year. The FY 2001 Revitalization Grant Agreement can be found on the HOPE VI website at *www.hud.gov/hopevi*.

(D) HOPE VI Endowment Trust Addendum to the Grant Agreement. This document must be executed between the Grantee and HUD in order for the Grantee to use CSS funds in accordance with Section XI(A)(3) of this NOFA.

(E) Revitalization Plan. After HUD conducts a post-award review of your application and makes a visit to the site, you will be required to submit components of your Revitalization Plan to HUD, as provided in the HOPE VI Revitalization Grant Agreement. These components include, but are not limited to:

(1) Supplemental Submissions, including a HOPE VI Program Budget;

(2) A Community and Supportive Services work plan, in accordance with guidance provided by HUD,

(3) A standard or mixed finance development proposal, as applicable,

(4) A demolition and/or disposition application, as applicable; and

(5) A homeownership proposal, as applicable.

XIX. Post Award Requirements

(A) Quarterly Report. If you are selected for funding, you must submit a Quarterly Report to HUD.

(1) HUD will provide training and technical assistance on the filing and submitting of Quarterly Reports.

(2) Filing of Quarterly Reports is mandatory for all Grantees, and failure to do so within the required time frame will result in suspension of grant funds until the report is filed and approved by HUD.

(3) Grantees will be held to the milestones that are reported on the Quarterly Report Administrative and Compliance CheckPoints Report, as approved by HUD.

(4) Grantees must also report obligations and expenditures in LOCCS on a quarterly basis.

(B) Timeliness of Construction. Grantees must proceed within a reasonable time frame, as indicated below. In determining reasonableness of such time frame, HUD will take into consideration those delays caused by factors beyond your control.

(1) Grantees must submit Supplemental Submissions within 90 days from the date of HUD's written request.

(2) Grantees must submit CSS work plans within 90 days from the execution of the Grant Agreement.

(3) All other required components of the Revitalization Plan and any other submissions not mentioned above must be submitted in accordance with the Quarterly Report Administrative and Compliance CheckPoints Report, as approved by HUD.

(4) Grantees must start construction within 12 months from the date of HUD's approval of the Supplemental Submissions as requested by HUD after grant award. This time period may not exceed 18 months from the date the Grant Agreement is executed.

(5) Grantees must submit the development proposal for the first phase of construction within 12 months of grant award.

(6) The closing of the first phase must take place within 15 months of grant award.

(7) Grantees must complete construction within 48 months from the date of HUD's approval of your Supplemental Submissions. This time period for completion may not exceed 54 months from the date the Grant Agreement is executed.

(8) In accordance with Section 24(i) of the 1937 Act, if a Grantee does not proceed within a reasonable time frame, as described in Sections (B)(1) through (7) above, HUD shall withdraw any unobligated grant amounts. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for HOPE VI assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Revitalization Plan of the original Grantee.

(C) Conflict of Interest.

(1) Prohibition. In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Grantee and who exercises or has exercised any functions or responsibilities with respect to activities assisted under a HOPE VI Grant, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

(2) HUD-Approved Exception.

(a) Standard. HUD may grant an exception to the prohibition in Section (1) above on a case-by-case basis when it determines that such an exception will serve to further the purposes of HOPE VI and its effective and efficient administration.

(b) Procedure. HUD will consider granting an exception only after the Grantee has provided a disclosure of the nature of the conflict, accompanied by:

(i) An assurance that there has been public disclosure of the conflict,

(ii) A description of how the public disclosure was made; and

(iii) An opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.

(c) Consideration of Relevant Factors. In determining whether to grant a requested exception under Section (b) above, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Revitalization Plan that would otherwise not be available,

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class intended to be the beneficiaries of the Revitalization Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process, with respect to the specific activity in question,

(v) Whether the interest or benefit was present before the affected person was in a position as described in Section (iii) above;

(vi) Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict, and

(vii) Any other relevant considerations.

(D) OMB Circulars and Administrative Requirements. You must comply with the following administrative requirements related to the expenditure of Federal funds. OMB Circulars can be found at *www.whitehouse.gov/omb/circulars/index.html*. The Code of Federal Regulations can be found at *www.access.gpo.gov/nara/cfr/index.html*.

(1) Administrative requirements applicable to PHAs are:

(a) 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments), as modified by 24 CFR 941 or successor part, subpart F, relating

to the procurement of partners in mixed finance developments.

(b) OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments).

(c) 24 CFR 85.26 (audit requirements).

(2) Administrative requirements applicable to non-profit organizations are:

(a) 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations).

(b) OMB Circular A-122 (Cost Principles for Non-Profit Organizations).

(c) 24 CFR 84.26 (audit requirements).

(3) Administrative requirements applicable to for profit organizations are:

(a) 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non Profit Organizations);

(b) 48 CFR part 31 (contract cost principles and procedures).

(c) 24 CFR 84.26 (audit requirements).

(E) Building Standards.

(1) Building Codes. All activities that include construction, rehabilitation, lead-based paint removal, and related activities must meet or exceed local building codes. You are encouraged to read the policy statement and Final Report of the HUD Review of Model Building Codes that identifies the variances between the design and construction requirements of the Fair Housing Act and several model building codes. That report can be found on the HUD website at *www.hud.gov/fhe/modelcodes*.

(2) Deconstruction. HUD encourages you to design programs that incorporate sustainable construction and demolition practices, such as the dismantling or "deconstruction" of public housing units, recycling demolition debris, and reusing salvage materials in new construction. "A Guide to Deconstruction" can be found at *www.hud.gov/deconstr.pdf*.

(3) PATH. HUD encourages you to use PATH technologies in the construction and delivery of replacement housing. PATH (Partnership for Advancing Technology in Housing) is a voluntary initiative that seeks to accelerate the creation and widespread use of advanced technologies to radically improve the quality, durability, environmental performance, energy efficiency, and affordability of our Nation's housing.

(a) PATH's goal is to achieve dramatic improvement in the quality of American housing by the year 2010. PATH encourages leaders from the home building, product manufacturing, insurance and financial industries, and representatives from federal agencies dealing with housing issues to work together to spur housing design and construction innovations. PATH will provide technical support in design and cost analysis of advanced technologies to be incorporated in project construction.

(b) Applicants are encouraged to employ PATH technologies to exceed prevailing national building practices by:

(i) Reducing costs,

(ii) Improving durability;

(iii) Increasing energy efficiency,

(iv) Improving disaster resistance, and

(v) Reducing environmental impact.

(c) More information, the list of technologies, latest PATH Newsletter, results from field demonstrations and PATH projects can be found at *www.pathnet.org*.

(4) Energy Efficiency.

(a) New construction must comply with the latest HUD-adopted Model Energy Code issued by the Council of American Building Officials.

(b) HUD encourages you to set higher standards for energy and water efficiency in HOPE VI new construction, which can achieve utility savings of 30 to 50 percent with minimal extra cost.

(c) You are encouraged to negotiate with your local utility company to obtain a lower rate. Utility rates and tax laws vary widely throughout the country. In some areas, PHAs are exempt or partially exempt from utility rate taxes. Some PHAs have paid unnecessarily high utility rates because they were billed at an incorrect rate classification.

(d) Local utility companies may be able to provide grant funds to assist in energy efficiency activities. States may also have programs that will assist in energy efficient building techniques.

(e) You must use new technologies that will conserve energy and decrease operating costs where cost effective. Examples of such technologies include:

(i) Geothermal heating and cooling,

(ii) Placement of buildings and size of eaves that take advantage of the directions of the sun throughout the year;

(iii) Photovoltaics (technologies that convert light into electrical power);

(iv) Extra insulation,

(v) Smart windows; and

(vi) Energy Star appliances.

(f) HUD's Energy website is located at *http://www.hudstage.hud.gov/offices/cpd/energyenviron/energy/index.cfm*.

(5) Lead Based Paint. You must comply with lead-based paint testing and abatement requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, *et seq.*). You must also comply with regulations at 24 CFR part 35, 24 CFR 965.701, and 24 CFR 968.110(k), as they may be amended or revised from time to time. Unless otherwise provided, you will be responsible for testing and abatement activities. The National Lead Information Hotline is 1-800-424-5323.

(F) Labor Standards.

(1) Revitalization Grant Labor Standards.

(a) Davis-Bacon wage rates apply to development of any public housing rental units or homeownership units developed with HOPE VI grant funds and to demolition followed by construction on the site. Davis-Bacon rates are "prevailing" minimum wage rates set by the Secretary of Labor that all laborers and mechanics employed in the development, including rehabilitation other than nonroutine maintenance of a public housing project must be paid, as set forth in a wage determination that must be obtained by the PHA prior to bidding on each construction contract. The wage determination and provisions requiring payment of these wage rates must be included in the construction contract.

(b) HUD-determined wage rates apply to:

(i) Operation (including nonroutine maintenance) of revitalized housing, and

(ii) Demolition followed only by filling in the site and establishing a lawn.

(2) Exclusions. Under Section 12(b) of the 1937 Act, wage rate requirements do not apply to individuals who:

(a) Perform services for which they volunteered,

(b) Do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and

(c) Are not otherwise employed in the work involved (24 CFR part 70).

(3) If other Federal programs are used in connection with your HOPE VI activities, labor standards requirements apply to the extent required by the other Federal programs on portions of the project that are not subject to Davis-Bacon rates under the 1937 Act.

(G) Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages), facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT,

grantees must ensure that the EIT allows:

(1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities, and

(2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities.

If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.

XX. Environmental Requirements

(A) Environmental Review.

(1) If you are selected for funding and an environmental review has not been conducted on the targeted site, the responsible entity, as defined in 24 CFR 58.2(a)(7), must assume the environmental review responsibilities for projects being funded by HOPE VI. If you object to the responsible entity conducting the environmental review, on the basis of performance, timing or compatibility of objectives, HUD will review the facts and determine who will perform the environmental review. At any time, HUD may reject the use of a responsible entity to conduct the environmental review in a particular case on the basis of performance, timing or compatibility of objectives, or in accordance with 24 CFR 58.77(d)(1). If a responsible entity objects to performing an environmental review, or if HUD determines that the responsible entity should not perform the environmental review, HUD may designate another responsible entity to conduct the review or may itself conduct the environmental review in accordance with the provisions of 24 CFR part 50. You must provide any documentation to the responsible entity (or HUD, where applicable) that is needed to perform the environmental review.

(2) If you are selected for funding, you must have a Phase I environmental site assessment completed in accordance with the American Society for Testing and Material (ASTM) Standards E 1527-97, as amended, for each affected site. A Phase I assessment is required whether the environmental review is completed under 24 CFR part 50 or 24 CFR part 58. The results of the Phase I assessment must be included in the documents that must be provided to the responsible entity (or HUD) for the environmental review. If the Phase I assessment recognizes environmental concerns or if the results are inconclusive, a Phase II environmental site assessment will be required.

(3) You may not undertake any actions with respect to the project, or with respect to any off-site replacement public housing, that are choice-limiting or could have environmentally adverse effects, including demolishing, acquiring, rehabilitating, converting, leasing, repairing, or constructing property proposed to be assisted under this NOFA, and you may not commit or expend HUD or local funds for these activities, until HUD has approved a Request for Release of Funds (RROF) following a responsible entity's environmental review under 24 CFR part 58, or until HUD has completed an environmental review and given approval for the action under 24 CFR part 50.

(4) If the environmental review is completed before HUD approval of the HOPE VI Supplemental Submissions and you have submitted your RROF, the Supplemental Submissions approval letter shall state any conditions, modifications, prohibitions, etc. as a result of the environmental review, including the need for any further environmental review. You must carry out any mitigating/remedial measures required by HUD, or select an alternate eligible property, if permitted by HUD. If the remediation plan is not approved by HUD and a fully-funded contract with a qualified contractor licensed to perform the required type of remediation is not executed, HUD reserves the right to determine that the grant is in default.

(5) If the environmental review is not completed and/or you have not submitted the RROF before HUD approval of the Supplemental Submissions, the letter approving the Supplemental Submissions will instruct you to refrain from undertaking, obligating or expending funds on physical activities or other choice-limiting actions, until HUD approves your RROF and the related certification of the responsible entity (or HUD has completed the environmental review). The Supplemental Submissions approval letter also will advise you that the approved Supplemental Submissions may be modified on the basis of the results of the environmental review.

(6) The costs of environmental reviews and hazard remediation are eligible costs under the HOPE VI Program.

(7) HUD's Environmental website is located at *http://hudstage.hud.gov/offices/cpd/energyenviron/environment/index.cfm*.

(B) There must not be any environmental or public policy factors such as sewer moratoriums that would preclude development in the requested locality. Applicants will certify to this when signing the HOPE VI Revitalization Grant Application Certifications.

(C) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), your application may not propose to provide financial assistance for acquisition or construction (including rehabilitation) of properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards, and

(2) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.

(D) Coastal Barrier Resources Act. In accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501), your application may not target properties in the Coastal Barrier Resources System.

XXI. Findings and Certifications

(A) *The Catalog of Federal Assistance* (CFDA) Number for HOPE VI is 14.866. The CFDA is a government-wide compendium of Federal programs, projects, services, and activities that provide assistance or benefits to the public.

(B) *Environmental Impact.* A Finding of No Significant Impact with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50 that implement Section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332). The Finding of No Significant Impact is available for public inspection during regular business hours in the Office of the General Counsel, Regulations Division, Room 10276, Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC 20410-0500.

(C) *Federalism.* Executive Order 13132 prohibits, to the extent practicable and permitted by law, an

agency from promulgating policies that have federalism implications and either impose substantial direct compliance costs on State and local governments and are not required by statute, or preempt State law, unless the relevant requirements of Section 6 of the Executive Order are met. This NOFA does not have Federalism implications and does not impose substantial direct compliance costs on State and local governments or preempt State law within the meaning of the Executive Order.

(D) *Intergovernmental Review of Federal Programs.* Executive Order 12372 was issued to foster intergovernmental partnership and strengthen Federalism by relying on State and local processes for the coordination and review of Federal financial assistance and direct Federal development. The Order allows each State to designate an entity to perform a State review function. The official listing of State Points of Contact (SPOC) for this review process can be found at *www.whitehouse.gov/omb/grants/spoc.html*. States that are not listed on the website have chosen not to participate in the intergovernmental review process, and therefore do not have a SPOC. If you are located within one of those States, you may send applications directly to HUD. If your State has a SPOC, you should contact them to see if they are interested in reviewing your application prior to submission to HUD. Please make sure that you allow ample time for this review process when developing and submitting your application.

(E) *Prohibition Against Lobbying Activities.* You are subject to the provisions of Section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), which prohibits recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, or loan. You are required to certify, using the certification form found at Appendix A to 24 CFR part 87, that you will not, and have not, used appropriated funds for any prohibited lobbying activities. In addition, you must disclose, using Standard Form LLL, "Disclosure of Lobbying Activities" (SF LLL), any funds, other than Federally appropriated funds, that will be or have been used to influence Federal employees, members of Congress, and congressional staff regarding specific grants or contracts. SF LLL is included in the HOPE VI Revitalization Application Kit and the websites listed in Section IV(D)(2) of this NOFA. The Lobbying Disclosure Act of 1995 (Pub. L. 104–65), approved December 19, 1995, repealed Section 112 of the HUD Reform Act, and requires all persons and entities who lobby covered executive or legislative branch officials to register with the Secretary of the Senate and the Clerk of the House of Representatives and file reports concerning their lobbying activities.

(F) *Documentation and Public Access Requirements.* Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) (HUD Reform Act) and the regulations codified in 24 CFR part 4, subpart A, contain a number of provisions that are designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. On January 14, 1992, HUD published a notice that also provides information on the implementation of Section 102 (57 FR 1942). The documentation, public access, and disclosure requirements of Section 102 apply to assistance awarded under this NOFA as follows:

(1) *Documentation and public access requirements.* HUD will ensure that documentation and other information regarding each application submitted pursuant to this NOFA are sufficient to indicate the basis upon which assistance was provided or denied. This material, including any letters of support, will be made available for public inspection for a 5-year period beginning not less than 30 days after the award of the assistance. Material will be made available in accordance with the Freedom of Information Act (5 U.S.C. 552) and HUD's implementing regulations in 24 CFR part 15.

(2) *Disclosures.* HUD will make available for public inspection all HOPE VI grant applications for five years beginning not less than 30 days following the grant award. Applications will be made available in accordance with the Freedom of Information Act (5 U.S.C. 552) and HUD's implementing regulations at 24 CFR part 5.

(3) *Publication of Recipients of HUD Funding.* HUD's regulations at 24 CFR 4.7 provide that HUD will publish a notice in the Federal Register to notify the public of all decisions made by the Department to provide:

(i) Assistance subject to Section 102(a) of the HUD Reform Act, and/or

(ii) Assistance that is provided through grants or cooperative agreements on a discretionary (non-formula, non-demand) basis, but that is not provided on the basis of a competition.

(G) *Section 103 HUD Reform Act.* HUD's regulations implementing Section 103 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3537a), codified in 24 CFR part 4, subpart B, apply to this funding competition. The regulations continue to apply until the announcement of the selection of successful applicants. HUD employees involved in the review of applications and in the making of funding decisions are limited by the regulations from providing advance information to any person (other than an authorized employee of HUD) concerning funding decisions, or from otherwise giving any applicant an unfair competitive advantage. Persons who apply for assistance in this competition should confine their inquiries to the subject areas permitted under 24 CFR part 4.

Applicants or HUD employees who have ethics related questions should contact the HUD Ethics Law Division at (202) 708–3815. (This is not a toll-free number.) HUD employees who have specific program questions should contact the appropriate field office counsel, or Headquarters counsel for the program to which the question pertains.

(H) *Paperwork Reduction Act Statement.* The information collection requirements contained in this notice have been approved by the Office of Management and Budget in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. Chapter 35), and assigned OMB control number 2577–0208. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Dated: July 24, 2002.

Michael Liu,

Assistant Secretary for Public and Indian Housing.

Appendix A—HOPE VI Revitalization Grant Applicant Certifications

Acting on behalf of the Board of Commissioners of the Housing Authority listed below, as its Chairman, I approve the submission of the HOPE VI Revitalization application of which this document is a part and make the following certifications to and agreements with the Department of Housing and Urban Development (HUD) in connection with the application and implementation thereof:

1. The public housing project or building in a project targeted in this HOPE VI Revitalization grant application meets the definition of severe distress in accordance with Section 24(j)(2) of the United States Housing Act of 1937 ("1937 Act").

2. The PHA has not received assistance from the Federal government, State, or unit of local government, or any agency or instrumentality, for the specific activities for which funding is requested in the HOPE VI Revitalization application.

3. The PHA does not have any litigation pending which would preclude timely startup of activities.

4. The PHA is in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects the PHA's public housing program and that is in effect on the date of application submission.

5. The PHA has returned any excess advances received during development or modernization, or amounts determined by HUD to constitute excess financing based on a HUD-approved Actual Development Cost Certificate (ADCC) or Actual Modernization Cost Certificate (AMCC), or that HUD has approved a pay-back plan.

6. There are no environmental factors, such as sewer moratoriums, precluding development in the requested locality.

7. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001–4128), the property targeted for acquisition or construction (including rehabilitation) is not located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards; and

(b) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.

8. The application does not target properties in the Coastal Barrier Resources System, in accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501). If selected for HOPE VI Revitalization funding.

9. The PHA will comply with all policies, procedures, and requirements prescribed by HUD for the HOPE VI Program, including the implementation of HOPE VI revitalization activities, in a timely, efficient, and economical manner.

10. The PHA will not receive assistance from the Federal government, State, or unit of local government, or any agency or instrumentality, for the specific activities funded by the HOPE VI Revitalization grant. The PHA has established controls to ensure that any activity funded by the HOPE VI Revitalization grant is not also funded by any other HUD program, thereby preventing duplicate funding of any activity.

11. The PHA will not provide to any development more assistance under the HOPE VI Revitalization grant than is necessary to provide affordable housing after taking into account other governmental assistance provided.

12. The PHA will supplement the aggregate amount of the HOPE VI Revitalization grant with funds from sources other than HOPE VI in an amount not less than 5 percent of the amount of HOPE VI grant.

13. In addition to supplemental amounts provided in accordance with Certification 12 above, if the PHA uses more than 5 percent of the HOPE VI grant for the community and supportive services component, it will provide supplemental funds from sources other than HOPE VI, dollar for dollar, for the amount over 5 percent of the grant used for the community and supportive services component.

14. Disposition activity under the grant will be conducted in accordance with Section 18 of the 1937 Act.

15. The PHA will carry out acquisition of land, or acquisition of off-site units with or without rehabilitation to be used as public housing, in accordance with 24 CFR part 941, or successor part.

16. The PHA will carry out major rehabilitation and other physical improvements of housing and non-dwelling facilities in accordance with 24 CFR 968.112(b), (d), (e), and (g)–(o), 24 CFR 968.130, and 24 CFR 968.135(b) and (c) or successor part.

17. The PHA will carry out construction of public housing rental replacement housing, both on-site and off-site, and community facilities in accordance with 24 CFR part 941 or successor part, including mixed-finance development in accordance with subpart F.

18. The PHA will carry out replacement homeownership activities in conformance with the requirements of section 24(d)(1)(J), which may include a homeownership proposal under Section 32 of the 1937 Act, the income limitations and other applicable homeownership requirements of the 1937 Act.

19. The PHA will administer and operate public housing rental units in accordance with all requirements applicable to public housing, including the 1937 Act, HUD's implementing regulations thereunder, the ACC, the Mixed-Finance ACC Amendment (if applicable), and all other applicable Federal statutory, Executive Order, and regulatory requirements as such requirements may be amended from time to time.

20. The PHA will comply with:

(a) The Fair Housing Act (42 U.S.C. 3601–19) and regulations at 24 CFR part 100;

(b) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations at 24 CFR part 8;

(c) Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and its implementing regulations at 28 CFR part 36;

(d) The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations at 24 CFR part 40;

21. The PHA will comply with regulations at 24 CFR 85.36(e) which require recipients of assistance (grantees and subgrantees) to take all necessary affirmative steps in contracting for purchase of goods or services to assure that small businesses, small disadvantaged businesses, minority firms, women's business enterprises, and labor surplus area firms are used when possible.

22. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 CFR part 135, including the reporting requirements of subpart E.

23. The PHA will comply with Davis Bacon or HUD-determined prevailing wage rate requirements to the extent required under Section 12 of the 1937 Act.

24. As applicable, the PHA will comply with the relocation assistance and real property acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 CFR part 24; relocation regulations at 24 CFR 968.108 or successor regulation (rehabilitation, temporary relocation); 24 CFR 941.207 or successor regulation (acquisition), and Section 18 of the 1937 Act as amended (disposition).

25. The PHA will comply with all HOPE VI requirements for reporting and providing access to records.

26. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*) and is subject to 24 CFR part 35 and 24 CFR 965.701, as they may be amended from time to time, and Section 968.110(k) or successor regulation.

27. The PHA will comply with the policies, guidelines, and requirements of OMB Circular A–87 (Cost Principles Applicable to Grants, Contracts, and Other Agreements with State and Local Governments).

28. The PHA will comply with 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments), as modified by 24 CFR 941 or successor part, subpart F, relating to the procurement of partners in mixed finance developments.

29. The PHA will keep records in accordance with 24 CFR 85.20 that facilitate an effective audit to determine compliance with program requirements, and comply with the audit requirements of 24 CFR 85.26.

30. The PHA will start construction within 12 months from the date of HUD's approval of the Supplemental Submissions as requested by HUD after grant award. This time period may not exceed 18 months from the date the Grant Agreement is executed.

31. The PHA will submit the development proposal for the first phase of construction within 12 months of grant award.

32. The PHA will complete construction within 48 months from the date of HUD's approval of the Supplemental Submissions. This time period for completion may not exceed 54 months from the date the Grant Agreement is executed.

33. All activities that include construction, rehabilitation, lead-based paint removal, and related activities will meet or exceed local building codes. New construction will comply with the latest HUD-adopted Model Energy Code issued by the Council of American Building Officials.

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COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
EXECUTIVE ORDER

Subject:	Number:
Economic Development Committee of the Cabinet	2004-9
Date: June 15, 2004	**By Direction of:** Edward G. Rendell, Governor

WHEREAS, Pennsylvania has lagged behind the nation in job creation and population growth and ranks at or near the bottom nationally in terms of average educational attainment of our workforce; and

WHEREAS, Pennsylvania continues to experience a net outward migration of young, educated workers, and Pennsylvania has not been successful in attracting sufficient investment in emerging businesses and industries; and

WHEREAS, the manufacturing and agriculture sectors of the state's economy, historically the cornerstones of the state's economy, continue to erode gradually; and

WHEREAS, successful economic development must be sustainable, contributing lasting economic benefits, increased social well-being, a healthy environment, and an improved quality of life for Pennsylvania's people and communities, and

WHEREAS, the Commonwealth's economic development goals include attracting and retaining a young, diverse, well-educated workforce and improving the quality of life offered in Pennsylvania's varied communities; reusing previously developed sites and developing new sites in order to create jobs, and implementing a preference for development that uses and improves existing infrastructure over development in undeveloped agricultural, forested, or watershed lands; and

WHEREAS, recent changes in state policy and improvements in economic development assistance programs require interagency cooperation in order to create a comprehensive economic development strategy; and

WHEREAS, a coordinated policy development and planning effort will result in improved management and productivity of state government economic development programs, more efficient use of scarce resources, and greater evaluation of program performance; and

WHEREAS, a successful economic development strategy will result in stronger economic growth revitalization of neighborhoods and communities, and an improved quality of life for all Pennsylvanians.

RECEIVED
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOW, THEREFORE, I, Edward G. Rendell, Governor of the Commonwealth of Pennsylvania, by virtue of the authority vested in me by the Constitution of the Commonwealth of Pennsylvania and other laws, do formally establish the **Economic Development Committee of the Cabinet** (hereinafter referred to as the "Committee"), and do order and direct as follows:

1. Mission. The mission of the Committee is to:

a. Coordinate programs and policies affecting economic growth, job creation and retention, and workforce development across state agencies.

b. Develop policies and programs to foster business development and job creation.

c. Evaluate and redirect, as necessary, the objectives of state economic development and tax policy.

d. Establish the criteria for measuring the effectiveness of state policies and programs related to economic development, job creation, and community revitalization.

e. Monitor market conditions that could affect economic development in the Commonwealth.

f. Promote policies that encourage the wise stewardship and conservation of the natural resources of the Commonwealth.

2. Composition. The Committee will consist of the following members, each of whom will be appointed by and serve at the pleasure of the Governor:

a. The Secretary of Community and Economic Development, who will chair the Committee.

b. Secretary of Agriculture.

c. Secretary of Banking.

d. Secretary of the Budget.

e. Secretary of Conservation and Natural Resources.

f. Secretary of Education.

g. Secretary of Environmental Protection.

h. Secretary of Health.

i. Secretary of Labor and Industry.

j. Secretary of Revenue.

k. Secretary of Transportation.

l. Director of the Governor's Policy Office or designee

m. Governor's Chief of Staff or designee

n. *Ex officio* members as appointed by the Governor.

3. **Powers and Duties.** The Committee will have the power and duty to:

a. Review and coordinate all economic development and community revitalization programs managed by state agencies.

b. Coordinate the review of economic development projects and investments to ensure that they are supported by the programs, actions, and decisions of other agencies.

c. Make recommendations on policies and programs that will more effectively and efficiently foster economic growth and community renewal.

d. Make recommendations on strategies and policies fostering development that conserves land and open space and attracts businesses near existing housing, social services, and public infrastructure; rehabilitates infrastructure and previously developed land; encourages transportation options; and promotes strategic investment in transportation that encourages the revitalization of older communities.

e. Monitor energy markets and public infrastructure that have the potential to affect economic development and make recommendations on strategies to promote diversification of energy resources and increasing the reliability of energy supplies.

f. Evaluate and make recommendations for the coordination of workforce development programs managed by state agencies, including adult education, job training, job retraining, job search, and employer-operated training programs.

g. Recommend policies and program enhancements that encourage the conservation and wise stewardship of natural resources and encourage community preservation and revitalization.

h. Evaluate the public policy objectives underlying state business tax policy and make recommendations to the Governor for appropriate changes.

i. Develop performance measures for economic development and community revitalization programs managed by state agencies.

j. Identify economic, environmental, and social trends of concern that require coordinated responses from Committee members.

k. Exercise all other powers and duties that the Governor may delegate to the Committee.

4. **Working Groups.**

a. The Committee will establish the following working groups to assist in its efforts:

(1) Workforce Development.

(2) Infrastructure, Energy, and Technology.

(3) Tourism and Recreation.

(4) Manufacturing.

(5) Small Business.

(6) Health Care and Life Sciences.

(7) Agricultural and Agribusiness.

b. The Governor will establish such other working groups as he deems necessary.

c. **Interagency Land Use Team.** The existing Interagency Land Use Team will serve as a working group to assist the Committee by identifying:

(1) agency programs and policies that impede sound land use management, conservation of natural resources, responsible development, and economic growth.

(2) the causes of negative environmental, economic, and social trends caused by existing land use practices that require coordinated responses of Cabinet members.

(3) policies and strategies for conserving land and open space, reusing previously developed sites, and rehabilitating existing infrastructure.

5. **Staff.** Members of the Committee will assign such staff from their agencies, as necessary, to assist the Committee and its working groups to carry out their responsibilities.

6. **Advisory Groups.** The Governor will appoint such Advisory Groups, as he deems necessary, to assist the Committee or its working groups.

7. **Compensation.** Members of the Committee will serve without compensation for their services except that such members may be reimbursed the necessary and actual expenses incurred in attending meetings for actual travel and related expenses in accordance with Commonwealth policy.

8. Responsibilities of Commonwealth Agencies. Commonwealth agencies, under the jurisdiction of the Governor, shall cooperate with the Committee and shall, at a minimum:

a. Provide such information, assistance, data, records and materials, as necessary, for the Committee and its working groups to properly carry out their responsibilities.

b. Provide such resources, including staff, equipment, and supplies, as necessary, for the Committee and its working groups to properly carry out their responsibilities.

c. Recommend to the Committee and its working groups areas of investigation that might result in improvements to state government operations, promote more efficient use of scarce resources, and improve the general business climate.

9. Effective Date. This *Executive Order* will take effect immediately.

COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION

PREAMBLE

The Keystone Principles & Criteria for Growth, Investment & Resource Conservation were adopted by the Economic Development Cabinet May 31, 2005. They were developed by the Interagency Land Use Team, a working group of the Cabinet over two years. The Principles & Criteria are designed as a coordinated interagency approach to fostering sustainable economic development and conservation of resources through the state's investments in Pennsylvania's diverse communities.

The Principles lay out general goals and objectives for economic development and resource conservation agreed upon among the agencies and programs that participated in their development. The Criteria are designed to help measure the extent to which particular projects accomplish these goals.

The Criteria do not replace agency program guidelines or criteria. Rather, at each agency's discretion, they will either be integrated into existing program criteria (preferable) or used as additional, favorable considerations in the scoring or decision making process. The Principles and Criteria are designed to encourage multifaceted project development that will integrate programs and funding sources from a variety of state agencies into a comprehensive strategy to address issues affecting whole communities. There are two categories of criteria:

Core Criteria, where relevant, should be given primary consideration in all investment decisions made by Commonwealth agencies when making grants or loans to public or private projects using agency funds.

Preferential Criteria should be used by Commonwealth agencies in all programs to which they are applicable to evaluate projects and make decisions on grants or loans using agency funds

Projects are to be evaluated with the recognition that rural, suburban, and urban areas have different characteristics and needs, and that what might work in an urban area might not work in a rural area (the "Be Fair" standard).

The Cabinet also approved a process to implement the Principles and Criteria over the next six months during which each agency will determine how they will integrate the criteria into each of their programs. A committee of the Interagency Team, led by the Governor's Office, will review the plans and offer feedback with the goal of fine tuning the use of the Principles and Criteria for full implementation in the next calendar year.

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DOCUMENT FOLDER

Complainant's
EXHIBIT 21-A
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COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION

PRINCIPLES

1. REDEVELOP FIRST. Support revitalization of Pennsylvania's many cities and towns. Give funding preference to reuse and redevelopment of "brownfield" and previously developed sites in urban, suburban, and rural communities for economic activity that creates jobs, housing, mixed use development, and recreational assets Conserve Pennsylvania's exceptional heritage resources. Support rehabilitation of historic buildings and neighborhoods for compatible contemporary uses.

2. PROVIDE EFFICIENT INFRASTRUCTURE. Fix it first: use and improve existing infrastructure. Make highway and public transportation investments that use context sensitive design to improve existing developed areas and attract residents and visitors to these places Provide transportation choice and intermodal connections for air travel, driving, public transit, bicycling and walking. Increase rail freight. Provide public water and sewer service for dense development in designated growth areas. Use on-lot and community systems in rural areas. Require private and public expansions of service to be consistent with approved comprehensive plans and consistent implementing ordinances.

3. CONCENTRATE DEVELOPMENT. Support infill and "greenfield" development that is compact, conserves land, and is integrated with existing or planned transportation, water and sewer services, and schools Foster creation of well-designed developments and walkable, bikeable neighborhoods that offer healthy life style opportunities for Pennsylvania residents. Recognize the importance of projects that can document measurable impacts and are deemed "most-ready" to move to successful completion.

4. INCREASE JOB OPPORTUNITIES. Retain and attract a diverse, educated workforce through the quality of economic opportunity and quality of life offered in Pennsylvania's varied communities. Integrate educational and job training opportunities for workers of all ages with the workforce needs of businesses. Invest in businesses that offer good paying, high quality jobs, and that are located near existing or planned water & sewer infrastructure, housing, existing workforce, and transportation access (highway or transit).

5. FOSTER SUSTAINABLE BUSINESSES. Strengthen natural resource based businesses that use sustainable practices in energy production and use, agriculture, forestry, fisheries, recreation and tourism. Increase our supply of renewable energy. Reduce consumption of water, energy and materials to reduce foreign energy dependence and address climate change. Lead by example: support conservation strategies, clean power and innovative industries. Construct and promote green buildings and infrastructure that use land, energy, water and materials efficiently Support economic development that increases or replenishes knowledge-based employment, or builds on existing industry clusters.

6. RESTORE AND ENHANCE THE ENVIRONMENT. Maintain and expand our land, air and water protection and conservation programs. Conserve and restore environmentally sensitive lands and natural areas for ecological health, biodiversity and wildlife habitat. Promote development that respects and enhances the state's natural lands and resources.

7. ENHANCE RECREATIONAL AND HERITAGE RESOURCES. Maintain and improve recreational and heritage assets and infrastructure throughout the Commonwealth, including parks & forests, greenways & trails, heritage parks, historic sites & resources, fishing and boating areas and game lands offering recreational and cultural opportunities to Pennsylvanians and visitors.

8 EXPAND HOUSING OPPORTUNITIES. Support the construction and rehabilitation of housing of all types to meet the needs of people of all incomes and abilities. Support local projects that are based on a comprehensive vision or plan, have significant potential impact (e.g., increased tax base, private investment), and demonstrate local capacity, technical ability and leadership to implement the project. Coordinate the provision of housing with the location of jobs, public transit, services, schools and other existing infrastructure. Foster the development of housing, home partnerships, and rental housing opportunities that are compatible with county and local plans and community character.

9 PLAN REGIONALY, IMPLEMENT LOCALLY. Support multi-municipal, county and local government planning and implementation that has broad public input and support and is consistent with these principles. Provide education, training, technical assistance, and funding for such planning and for transportation, infrastructure, economic development, housing, mixed use and conservation projects that implement such plans.

10. BE FAIR. Support equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning to ensure social, economic, and environmental goals are met. Ensure that in applying the principles and criteria, fair consideration is given to rural projects that may have less existing infrastructure, workforce, and jobs than urban and suburban areas, but that offer sustainable development benefits to a defined rural community.

CRITERIA FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION IMPLEMENTING THE KEYSTONE PRINCIPLES

I. Core Criteria

1 Project avoids or mitigates high hazard locations (e.g., floodplain, subsidence or landslide prone areas)

2 Project/ nfrastructure does not adversely impact environmentally sensitive areas, productive agricultural lands, or significant historic resources.

3 Project in suburban or rural area: Project and supporting infrastructure are consistent with multi-municipal or county & local comprehensive plans and implementing ordinances, and there is local public/private capacity, technical ability, and leadership to implement project.

4 Project in "core community" (city, borough or developed area of township): Project is supported by local comprehensive vision & plan, and there is local public/private capacity, technical ability, and leadership to implement project.

5 Project supports other state investments and community partnerships.

II. Preferential Criteria

1. Development/Site Location

1a Brownfield or previously developed site.

1b Rehabilitation or reuse of existing buildings (including schools and historic buildings)

1c Infill in or around city, borough, or developed area of township.

1d If greenfield site, located in or adjacent to developed area with infrastructure.

1e Located in distressed city, borough or township.

2. Efficient Infrastructure

2a Use of existing highway capacity &/or public transit access available

2b Within ½ mile of existing or planned public transit access (rail, bus, shared ride or welfare to work services)

2c Use of context sensitive design for transportation improvements.

2d Use/improvement of existing public or private water & sewer capacity and services.

3. Density, design, and diversity of uses.

3a Mixed residential, commercial & institutional uses within development or area adjacent by walking.

3b Sidewalks, street trees, connected walkways & bikeways, greenways, parks, or open space amenities included or nearby.

3c Interconnected project streets connected to public streets.

3d Design of new water, sewer & storm water facilities follows Best Management Practices, including emphasizing groundwater recharge & infiltration, and use of permeable surfaces for parking and community areas.

4. Expand Housing Opportunities

4a Adopted county and multi-municipal or local municipal plans include plan for affordable housing; and implementing zoning provides for such housing through measures such as inclusion of affordable housing in developments over a certain number of units (e g , 50), provision for accessory units, and zoning by right for multifamily units.

4b Project provides affordable housing located near jobs (extra weight for employer assisted housing)

4c Project adds to supply of affordable rental housing in areas of demonstrated need

5. Increase Job Opportunities

5a Number of permanent jobs created and impact on local labor market.

5b Number of temporary jobs created and impact on local labor market.

5c Number of jobs paying family sustaining wages.

5d Increased job training coordinated with business needs & locations.

6. Foster Sustainable Businesses

6a Sustainable natural resource industry improvement or expansion: agriculture, forestry, recreation (fisheries, game lands, boating), tourism.

6b Business or project is energy efficient; uses energy conservation standards; produces, sells or uses renewable energy; expands energy recovery; promotes innovation in energy production and use, or expands renewable energy sources, clean power, or use of Pennsylvania resources to produce such energy.

6c Project meets green building standards.

6d Project supports identified regional industry cluster(s).

7. Restore/Enhance Environment

7a Cleans up/ reclaims polluted lands and/or waters.

7b Protects environmentally sensitive lands for health, habitat, and biodiversity through acquisition, conservation easements, planning and zoning, or other conservation measures.

7c Development incorporates natural resource features and protection of wetlands, surface & groundwater resources, and air quality.

8. Enhance Recreational/Heritage Resources

8a Improves parks, forests, heritage parks, greenways, trails, fisheries, boating areas, game lands and/or infrastructure to increase recreational potential for residents & visitors.

8b Historic, cultural, greenways and/or opens space resources incorporated in municipal plans and project plan.

8c Makes adaptive reuse of significant architectural or historic resources or buildings.

9. Plan regionally; Implement Locally

9a Consistent county and multi-municipal plan (or county and local municipal plan) adopted and implemented by county and local governments with consistent ordinances.

9b County or multi-municipal plan addresses regional issues and needs to achieve participating municipalities' economic, social, and environmental goals. All plans (county, multi-municipal, and local) follow standards for good planning, including:

1. Is up-to-date.

2. Plans for designated growth and rural resource areas, and developments of regional impact.

3. Plans for infrastructure, community facilities, and services, including transportation, water & sewer, storm water, schools.

4. Plans for tax base and fair share needs for housing, commercial, institutional, & industrial development.

5. Identification of high hazard areas where development is to be avoided.

6. Identification of and plans for prime agricultural land, natural areas, historic resources, and appropriate mineral resource areas to be conserved.

7. Open space plan for parks, greenways, important natural & scenic areas and connected recreational resources.

9c County and local ordinances implement the governing plans and use innovative techniques, such as mixed use zoning districts, allowable densities of 6 or more units per acre in growth areas, and/or clustered development by right, transfer of development rights, Specific Plans, and tax and revenue sharing.

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COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION

PREAMBLE

The Keystone Principles & Criteria for Growth, Investment & Resource Conservation were adopted by the Economic Development Cabinet May 31, 2005. They were developed by the Interagency Land Use Team, a working group of the Cabinet over two years. The Principles & Criteria are designed as a coordinated interagency approach to fostering sustainable economic development and conservation of resources through the state's investments in Pennsylvania's diverse communities.

The Principles lay out general goals and objectives for economic development and resource conservation agreed upon among the agencies and programs that participated in their development. The Criteria are designed to help measure the extent to which particular projects accomplish these goals.

The Criteria do not replace agency program guidelines or criteria. Rather, at each agency's discretion, they will either be integrated into existing program criteria (preferable) or used as additional, favorable considerations in the scoring or decision making process. The Principles and Criteria are designed to encourage multifaceted project development that will integrate programs and funding sources from a variety of state agencies into a comprehensive strategy to address issues affecting whole communities. There are two categories of criteria:

Core Criteria, where relevant, should be given primary consideration in all investment decisions made by Commonwealth agencies when making grants or loans to public or private projects using agency funds.

Preferential Criteria should be used by Commonwealth agencies in all programs to which they are applicable to evaluate projects and make decisions on grants or loans using agency funds.

Projects are to be evaluated with the recognition that rural, suburban, and urban areas have different characteristics and needs, and that what might work in an urban area might not work in a rural area (the "Be Fair" standard).

The Cabinet also approved a process to implement the Principles and Criteria over the next six months during which each agency will determine how they will integrate the criteria into each of their programs. A committee of the Interagency Team, led by the Governor's Office, will review the plans and offer feedback with the goal of fine tuning the use of the Principles and Criteria for full implementation in the next calendar year.

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COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION

PRINCIPLES

1. REDEVELOP FIRST. Support revitalization of Pennsylvania's many cities and towns. Give funding preference to reuse and redevelopment of "brownfield" and previously developed sites in urban, suburban, and rural communities for economic activity that creates jobs, housing, mixed use development, and recreational assets. Conserve Pennsylvania's exceptional heritage resources. Support rehabilitation of historic buildings and neighborhoods for compatible contemporary uses.

2. PROVIDE EFFICIENT INFRASTRUCTURE. Fix it first: use and improve existing infrastructure. Make highway and public transportation investments that use context sensitive design to improve existing developed areas and attract residents and visitors to these places. Provide transportation choice and intermodal connections for air travel, driving, public transit, bicycling and walking. Increase rail freight. Provide public water and sewer service for dense development in designated growth areas. Use on-lot and community systems in rural areas. Require private and public expansions of service to be consistent with approved comprehensive plans and consistent implementing ordinances.

3. CONCENTRATE DEVELOPMENT. Support infill and "greenfield" development that is compact, conserves land, and is integrated with existing or planned transportation, water and sewer services, and schools. Foster creation of well-designed developments and walkable, bikeable neighborhoods that offer healthy life style opportunities for Pennsylvania residents. Recognize the importance of projects that can document measurable impacts and are deemed "most-ready" to move to successful completion.

4. INCREASE JOB OPPORTUNITIES. Retain and attract a diverse, educated workforce through the quality of economic opportunity and quality of life offered in Pennsylvania's varied communities. Integrate educational and job training opportunities for workers of all ages with the workforce needs of businesses. Invest in businesses that offer good paying, high quality jobs, and that are located near existing or planned water & sewer infrastructure, housing, existing workforce, and transportation access (highway or transit).

5. FOSTER SUSTAINABLE BUSINESSES. Strengthen natural resource based businesses that use sustainable practices in energy production and use, agriculture, forestry, fisheries, recreation and tourism. Increase our supply of renewable energy. Reduce consumption of water, energy and materials to reduce foreign energy dependence and address climate change. Lead by example: support conservation strategies, clean power and innovative industries. Construct and promote green buildings and infrastructure that use land, energy, water and materials efficiently. Support economic development that increases or replenishes knowledge-based employment, or builds on existing industry clusters.

6. RESTORE AND ENHANCE THE ENVIRONMENT. Maintain and expand our land, air and water protection and conservation programs. Conserve and restore environmentally sensitive lands and natural areas for ecological health, biodiversity and wildlife habitat. Promote development that respects and enhances the state's natural lands and resources.

7. ENHANCE RECREATIONAL AND HERITAGE RESOURCES. Maintain and improve recreational and heritage assets and infrastructure throughout the Commonwealth, including parks & forests, greenways & trails, heritage parks, historic sites & resources, fishing and boating areas and game lands offering recreational and cultural opportunities to Pennsylvanians and visitors.

8. EXPAND HOUSING OPPORTUNITIES Support the construction and rehabilitation of housing of all types to meet the needs of people of all incomes and abilities. Support local projects that are based on a comprehensive vision or plan, have significant potential impact (e.g., increased tax base, private investment), and demonstrate local capacity, technical ability and leadership to implement the project. Coordinate the provision of housing with the location of jobs, public transit, services, schools and other existing infrastructure. Foster the development of housing, home partnerships, and rental housing opportunities that are compatible with county and local plans and community character.

9. PLAN REGIONALY; IMPLEMENT LOCALLY Support multi-municipal, county and local government planning and implementation that has broad public input and support and is consistent with these principles. Provide education, training, technical assistance, and funding for such planning and for transportation, infrastructure, economic development, housing, mixed use and conservation projects that implement such plans.

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BEFORE THE BOARD OF COMMISSIONERS
OF ROBINSON TOWNSHIP,
ALLEGHENY COUNTY, PA.

IN RE: THE MATTER OF GROVETON VILLAGE, APPLICATION FOR SUBDIVISION, SITE PLAN AND LAND DEVELOPMENT APPROVAL

September 11, 2000
Agenda Item 23

NOTIFICATION OF DECISION OF THE BOARD OF COMMISSIONERS PURSUANT TO SECTION 508 (1) OF THE MUNICIPALITIES PLANNING CODE

To All Interested Parties:

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Decision:

On September 11, 2000 at a regular meeting of the Board of Commissioners of Robinson Township, attended by the applicant, the Board of Commissioners by a vote of 5-0, passed the following Motion:

> Motion to deny the subdivision and site plan applications submitted by Groveton Housing Partnership, L.P. et. al. with an application signature date of July 7, 2000 as a result of the plan's failure to comply with the Township's Subdivision and Land Development Ordinances as set forth in the review letter of Lennon, Smith & Souleret, Inc., the Township's engineers, which has been distributed to representatives of Groveton Housing Partnership, L.P. per recommendation of the Township Planning Commission and the failure of the Applicant to determine ownership of certain streets or right of ways set forth in the plans. A prior incomplete application bearing the signature date of May 24, 2000 was replaced and superseded by the July 7, 2000 applications. This denial is without prejudice to resubmit after all conditions and requirements of the Township's Ordinances have been met and the issues relative to vacation of certain streets and rights-of-ways have been determined.

Background:

Groveton Village is a 100-unit public housing development erected on a 11.63 acre parcel of ground located in the Groveton area of Robinson Township, Allegheny County, PA. Groveton Village was originally built in the 1940's by the Federal Government as a part of the War Housing Project. The property was conveyed to the Allegheny County Housing Authority on March 12, 1954 as part of Project No PA-36105 for use as low rent housing. According to the quit claim deed recorded in the Recorder's Office of Allegheny County, the conditions in the deed were to last for a

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period of 40 years. A Plan of Street Dedication was filed by the Allegheny County Housing Authority dated July 1964. The Plan was recorded in the Recorder's Office of Allegheny County, PA on June 11, 1969. To date Robinson Township has been unable to locate any ordinance accepting the street dedications as shown on the July 1964 Plan. Robinson Township's current Zoning Ordinance was enacted on March 29, 1993. The present Groveton Village Plan is a legal use which enjoys the status of a prior nonconforming use.

Groveton Housing Partnership L.P. is a public private partnership which plans on demolishing the present 100 unit project and replacing the structures with 69 units erected on six newly created subdivided lots. The proposed cost of the new development is between 10 and 12 million dollars. The site is zoned R-3 Medium Density Residential. The provisions of the Robinson Township Zoning Ordinance relating to Non Conforming Uses are found in Article 25-NONCONFORMITIES, Section 2501 et. seq. The policy of the Township regarding the treatment of nonconforming uses is found in Section 2501(A.) Which reads:

A. Intent/Definition

> The purpose of this Section is to acknowledge and regulate nonconforming lots, structures or uses of land which existed lawfully before the effective date of this Ordinance but which now no longer conform to the provisions of this Ordinance. It is the intent of this Ordinance to permit those nonconformities to continue until they are removed, but not to encourage their continuance since they would be incompatible with uses authorized by this Ordnance.

Groveton Housing Partnership, L.P. made a voluntary decision to propose demolition of the existing project, to subdivide the existing parcel into six lots, and to build 76 new units. As a result of that decision they now must comply with the various subdivision, site plan, and land development ordinances of Robinson Township.

The action of the Board of Commissioners in this case was precipitated by an exchange which took place during the public comment phase of the September 6, 2000 Robinson Township Planning Commission meeting. During that meeting, the only matter on the agenda relating to the Groveton Village Housing Project was a motion to hold a public hearing to vacate or determine ownership of all or part of (a) School St. to the West of Village Drive, (b) School Street to the East of Village Drive, and (c) Court Place. These streets are part of the Plan of Street Dedication filed by the Allegheny County Housing Authority in July of 1969. The attorney representing Groveton Housing Partnership, L.P. appeared and addressed the Planning Commission. He questioned why the engineering review of the plans was not available that evening. It was explained to him that the review was not complete and that some of the information of the revised site plan was incorrect.[1] The

[1] Sections 302 and 304.1 of the Subdivision and Land Development Ordinance of Robinson Township, relating to preliminary and final applications for subdivision and land development requires the Applicant to submit subdivision and land development plans and data

Attorney for the Applicant took the position that the initial applications dated May 24, 2000 and submitted in June 2000 were the operative applications rather than the July 7, 2000 replacement applications, which the Planning Commission had under consideration[2]. This change in position by the Applicant triggered the Township's action in this matter. The Township does not wish to become embroiled in a dispute regarding whether the Applicant's applications were deemed approved under the provisions of the Municipalities Planning Code § 508. The Commissioners Meeting of September 11, 2000 was the last day the Commissioners could have acted and still maintained compliance with the Municipalities Planning Code § 508 respecting the applications submitted in June 2000. Accordingly, the applications were denied without prejudice.

Reasons for Denial:

In addition to the reasons set out in the background of this decision, the Township also sets forth the following reasons for denial of the applications.

Applicants proposed plan makes use of all or part of (a) School St. to the West of Village Drive, (b) School Street to the East of Village Drive, and (c) Court Place as shown of the Allegheny County Housing Authority Plan for either the occupancy by buildings to be erected or accessory

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at least 10 working days prior to the regular meeting of the Planning Commission where the matters will be considered. The Applicant in this case submitted additional required data and plan revisions to the Township Engineer on September 5, 2000. The agenda for the Planning Meeting of September 6, 2000, in accordance with Township policy was set the previous Thursday, August 31, 2000. The Township Engineer continued to review the matter and submitted comments to the data and plans as contained in letters from the Township Engineer to the Township Planning Director dated September 8, 2000.

[2] The Township disputed this position and maintained that the prior incomplete application bearing the signature date of May 24, 2000 and reviewed at the next regularly scheduled Planning Commission Meeting of June 7, 2000, was replaced and superseded by the July 7, 2000 applications

uses. The ownership of these streets is uncertain. They may be either (a) public streets, by virtue of dedication and acceptance, or public usage, or (b) private ways. Either scenario presents a different set of problems. The Pennsylvania Eminent Domain Code, 26 P.S § 1-613 entitled Damages for Vacation of Roads provides:

> Whenever a public road, street, or highway is vacated, the affected owners may recover damages for any injuries sustained thereby, even though no land is actually taken. 1964 Sp. Sess., June 22, P.L. 84, art VI § 1-613.

Pennsylvania statutory law gives any person affected by the vacation of roads a right to damages. Additionally, there may be private interests in the roadways which need to be addressed.

Legal Counsel has advised Robinson Township it needs to develop an evidentiary record relating to the origin, use, and the Township's exercise of dominion and control of the streets in question. Once that evidentiary record is developed, the Township can determine if vacation proceedings are appropriate and if in fact the roads in question should be vacated. An evidentiary hearing is scheduled before the Board of Commissioners on October 2, 2000. Until the issues concerning of the legal status of the roads is finally determined, action to approve or deny the Applications, which contemplates using all or part of the roads to be vacated, for occupancy of buildings to be erected or accessory uses, is premature. Until the issue of the legal status of the roads is resolved, the Application as submitted cannot be approved.

The next basis for denial deals with the Application and the Plans submitted to the Township. The original Applications submitted to the Planning Commission on June 7, 2000 were signed by Groveton Housing Partnership, L.P. The Applications showed the record owner of the property as Allegheny County Housing Authority. There was no designation of the relationship between Groveton Housing Partnership, L.P. and Allegheny County Housing Authority, nor was there an indication that the property owner agreed to the subdivision or site plan approval requested thus, the applications were incomplete. The Township requires that an owner of the property be the applicant for any subdivision or site plan approval request. The basis of the rule is logical and necessary because a third party should not be able to affect the property rights of an owner without his consent. That relationship between the parties had to be made clear on the face of the application in order for the Township to proceed with processing subdivision and site plan approval. The Applicant was notified of this fact at both the Planning Commission Meeting of June 7, 2000 and by letter dated June 9, 2000. The Applicant replaced and superseded the prior Applications with the current Applications for Subdivision and Site Plan Approval which were reviewed by the Township Planning Commission at its next regularly scheduled meeting of July 19, 2000. On September 11, 2000 when the attorney for the Applicant appeared at the Planning Commission Meeting, approximately 49 days between the acceptance of the July 19, 2000 application and the September 11, 2000 meeting had expired. During that period of time numerous meetings, concerning this ten to twelve million dollar project, between the parties had taken place. The Applicant's attempt to secure approval under the deemed approval provisions of the Municipalities Planning Code were raised for the first time on September 11, 2000. This position left the Township with no alternative but to deny

the Applicant's applications.

Over the course of the application process, various Township Officials met with representatives of the Applicant regarding the Subdivision and Site Plan Applications. The last set of comments, which serve as a further basis for the denial of the Subdivision and Site Plan Applications are found in letters of the Township Engineer, Lennon, Smith, and Souleret dated September 8, 2000. A copy of that letters, which were previously communicated to the Applicant, in attached hereto, marked Exhibit "A" and "B", and made a part hereof.

Respectfully Submitted:

Nick Kotik, Township Administrator

NOT SUBMITTED

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TURBOV ASSOCIATES, LLC


MINDY TURBOV

PROFESSIONAL EXPERIENCE

Turbov Associates, LLC
Chicago, Illinois
Principal
1997-present

Federal Home Loan Bank of Chicago
Chicago, Illinois
Chairman 1998-1999
Vice Chair 2000-2001
1998-2003

Federal Housing Finance Board
Washington, DC
Special Assistant to the Chairman
1996-1997

U.S. Department of Housing and Urban Development
Washington, DC
Director Public Housing Partnership Office 1994-1996
Special Assistant to the Secretary 1993-1994

City of Chicago, Department of Housing
Chicago, Illinois
Deputy Commissioner of Development
1989-1992

Shorebank Advisory Services
Chicago, Illinois
Senior Associate
1988-1989

McCormack Baron & Associates, Inc.
Cleveland, Ohio
Vice President, Partner
1981-1988

Famicos Foundation
Cleveland, Ohio
Assistant Director
1980-1982

Cleveland City Planning Commission
Cleveland, Ohio
City Planner
1978-1980

EDUCATION

Harvard University
John F. Kennedy School of Government
Master in Public Administration, 1993
Partners in Leadership Fellowship

University of Illinois at Urbana
Bachelor of Arts with Honors
Urban Planning, 1978

SUMMARY OF PROFESSIONAL ACTIVITY

Mindy Turbov is a nationally recognized leader in the urban redevelopment field. Throughout her nearly 30-year career, Ms. Turbov has worked to bring the public, private and non-profit sectors together to tackle the difficult issues facing urban neighborhoods, ranging from redeveloping the riot-torn Hough neighborhood in Cleveland, organizing the Cleveland Housing Network, creating the highly successful New Homes for Chicago Program. While serving in the Clinton Administration, she was responsible for creating and implementing the Mixed Finance HOPE VI program which won the prestigious *Innovations in Government Award* from Harvard. In that capacity, she negotiated the first privately developed public housing redevelopment projects, establishing the policies and standards for the program, as well as developing the regulations to govern the program. Her work set a new course for the direction of public housing and neighborhood revitalization.

Ms.Turbov founded the Chicago-based community development consulting firm, Turbov Associates, LLC in 1997. In her practice, she provides community development consulting, strategic planning, policy and program development services to public, private and not-for-profit organizations. In addition to consulting, Turbov Associates is the co-developer of a HOPE VI redevelopment in Cleveland.

Ms. Turbov has a broad range of experience in the community development arena. She has worked on virtually on all sides of public/private partnerships — local government, federal government, lending, non-profit development and for- profit development. She has established programs and institutions that continue to bring about positive change in neighborhoods throughout the country.

With a desire to share her expertise, Ms. Turbov serves as the Curriculum Co-Chair of the Center for Urban Redevelopment Excellence at the University of Pennsylvania and is a visiting lecturer.

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TURBOV ASSOCIATES, LLC

RECENT PUBLICATIONS

HOPE VI and Mixed-Finance Redevelopments: A Catalyst for Neighborhood Renewal, sponsored by the Brookings Institution Metropolitan Policy Program, Sept. 2005

Public Housing Redevelopment As A Tool for Neighborhood Revitalization Neighborhoods, sponsored by Northwestern University School of Law Conference *Gautreaux at Forty: Race, Class, Housing Mobility and Neighborhood Revitalization*

MEMBERSHIPS

Center for Urban Redevelopment Excellence at the University of Pennsylvania Advisory Board

Resource Board of the Chicago Metropolitan Planning Council

National Housing Conference

White House Fellowship Chicago Regional Selection Panel

Harvard Innovations in Government Awards Program, Reviewer 1992, 2002

McAuley Institute 2001-2004

The Water Street Glassworks *founding member*

APPOINTMENTS

President Clinton's Interagency Council on Women

Illinois Governor Blagojevich's Housing Task Force Working Group 2003

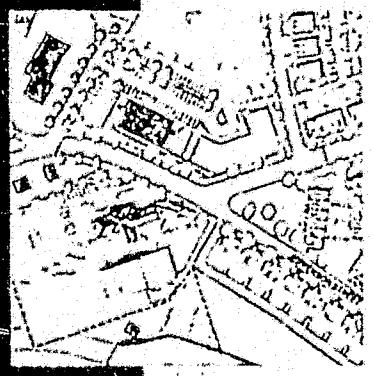
Federal Home Loan Bank of Chicago. Chair 1998, Member 2000-2003

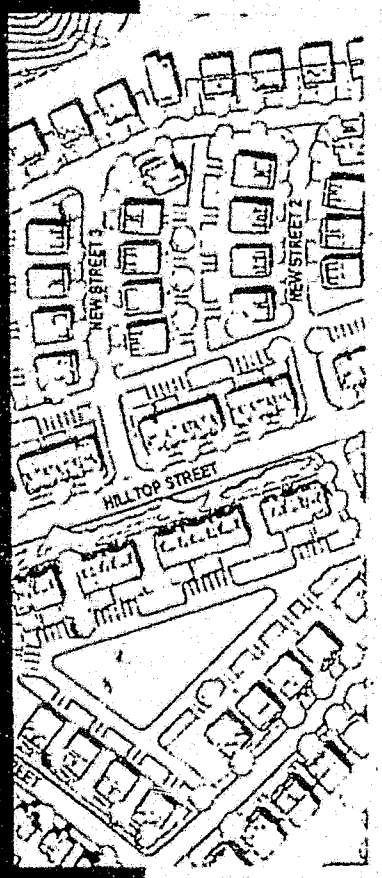
Clinton Gore Transition Team 1992

BOUND SEPARATELY

Complainant's Ex. No. 25
1-9-07 C-20066233, C-20066236
Pittsburgh, PA K.L.C.

OHIOVIEW ACRES
2002 HOPE VI APPLICATION





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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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APR 0 4 2007

DOCUMENT
FOLDER

SUBMITTED BY:

ALLEGHENY COUNTY HOUSING AUTHORITY

FRANK AGGAZIO - EXECUTIVE DIRECTOR

DECEMBER 6, 2002

Acknowledgment of Application Receipt

U.S. Department of Housing and Urban Development

Type or clearly print the Applicant's name and full address in the space below

ALLEGHENY COUNTY HOUSING AUTHORITY
625 STANWIX STREET, 12TH FLOOR
PITTSBURGH, PA 15222

ATTENTION: MR. FRANK AGGAZIO, EXECUTIVE DIRECTOR

(fold line)

Type or clearly print the following information:

Name of the Federal Program to which the applicant is applying: HOPE VI REVITALIZATION FY-2002

To Be Completed by HUD

☐ HUD received your application by the deadline and will consider it for funding. In accordance with Section 103 of the Department of Housing and Urban Development Reform Act of 1989, no information will be released by HUD regarding the relative standing of any applicant until funding announcements are made. However, you may be contacted by HUD after initial screening to permit you to correct certain application deficiencies.

☐ HUD did not receive your application by the deadline, therefore, your application will not receive further consideration. Your application is:

- ☐ Enclosed
- ☐ Being sent under separate cover

RECEIVED
JAN 18 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Processor's Name _____

Date of Receipt _____

form HUD-2993 (2/99)

Application for Federal Assistance

U.S. Department of Housing and Urban Development

OMB Approval No.2501-0017 (exp. 03/31/2005)

1 Type of Submission
[X] Application [ ] Preapplication

2. Date Submitted	4. HUD Application Number
December 6, 2002	
3. Date and Time Received by HUD	5. Existing Grant Number
	N/A
[redacted]	6. Applicant Identification Number
	PA-28-P006

7. Applicant's Legal Name	8. Organizational Unit
Allegheny County Housing Authority	Allegheny County Housing Auth.- Development Dept

9 Address (give city, county, State, and zip code)
A Address: 625 Stanwix Street, 12th Floor
B City: Pittsburgh
C County: Allegheny
D State: PA
E Zip Code: 15222

10 Name,title,telephone number,fax number, and e-mail of the person to be contacted on matters involving this application (including area codes)
A Name: Mr. Frank Aggazio
B Title: Executive Director
C Phone: 412.402.2450
D Fax: 412.355.8954
E E-mail: faggazio@achsng.com

11 Employer Identification Number (EIN) or SSN
25-6000022

12 Type of Applicant (enter appropriate letter in box) O

A. State	I. University or College
B. County	J. Indian Tribe
C. Municipal	K. TDHE
D. Township	L. Individual
E. Interstate	M. Profit Organization
F. Intermunicipal	N. Non-profit
G. Special District	O. Public Housing Authority X
H. Independent School District	P. Other (Specify)

13 Type of Application
[X] New [ ] Continuation [ ] Renewal [ ] Revision

If Revision, enter appropriate letters in box(es) [ ] [ ]
A. Increase Amount B. Decrease Amount C. Increase Duration
D. Decrease Duration E. Other (Specify)

14. Name of Federal Agency
U.S. Department of Housing and Urban Development

15 Catalog of Federal Domestic Assistance (CFDA) Number
14.866
Title: HOPE VI Revitalization Program

16 Descriptive Title of Applicant's Program
HOPE VI Program. Complete demolition and new construction of entire development with the addition of new construction at off-site properties.

17 Areas affected by Program (cities, counties, States, Indian Reservation, etc.)
Stowe Township, Pennsylvania

18a Proposed Program start date	18b. Proposed Program end date	19a Congressional Districts of Applicant	19b. Congressional Districts of Program
5-1-2003	4-30-2007	14th	14th

Leave Blank

21 Is Application subject to review by State Executive Order 12372 Process?
A. Yes [X] This preapplication/application was made available to the State Executive Order 12372 Process for review on Date_____
B. No [ ] Program is not covered by E.O. 12372
[ ] Program has not been selected by State for review

22 Is the Applicant delinquent on any Federal debt? [X] No
[ ] Yes If "Yes," explain below or attach an explanation.

Funding Matrix

The applicant must provide the funding matrix shown below, listing each program for which HUD funding is being requested, and complete the certifications

Grant Program*	HUD Share	Applicant Match	Other Federal Share	State Share	Local/Tribal Share	Other*	Program Income	Total
Grand Totals								

* For FHIPs, show both initiative and component

Certifications

I certify, to the best of my knowledge and belief, that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all sub awards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly.

To the best of my knowledge and belief, all data in this application are true and correct and the certifications made on Assurances and Certifications (HUD form 424-B) attached to this application or currently on file in the Department, are a material representation of the fact upon which reliance shall be placed when this transaction was made and entered into.

23. Authorized Official Signature	Name (printed)
Frank Aggazio	FRANK AGGAZIO
Title	**Date (mm/dd/yyyy)**
EXECUTIVE DIRECTOR	11/18/2002

Applicant Assurances and Certifications	U.S. Department of Housing and Urban Development	OMB Approval No. 2501-0017 (exp. 03/31/2005)

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding assistance, you, as the authorized official to sign on behalf of your organization or as an individual, must certify to the following assurances and required certifications. By signing the HUD-424, you will be acknowledging that to the best of your knowledge and belief, all data in this application are true and correct and the assurances and certifications are a material representation of the fact upon which HUD can rely when entering into a transaction with you on behalf of your organization or as an individual obtaining a grant from the Department.

As the duly authorized representative of the applicant, I certify that the applicant Allegheny County Housing Authority

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the applicant to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR Part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, will comply with the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR Part 8, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance, except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, except an applicant which is an Indian tribe or its instrumentality which is excluded by statue from coverage does not make this certification, and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR Part 24 and 24 CFR 42, Subpart A.

6. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR parts 50 or 58.

7. Will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required in Paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction;

Applicant Assurances and Certifications (Continued)	U.S. Department of Housing and Urban Development	OMB Approval No. 2501-0017 (exp 03/31/2005)

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (c), (e), and (f).

8. The applicant may insert in the space provided below the site(s) for the performance of work or may provide this information in connection with each application.

9. Place of Performance (street address, city, county, state, zip code)

10. In accordance with 24 CFR Part 24, and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification, and

(d) Where the applicant is unable to certify to any of the statements in this certification, an explanation shall be attached.

(e) Will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the HUD without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

These certifications and assurances are material representations of the fact upon which HUD can rely when awarding a grant. If it is later determined that I, the applicant, knowingly made an erroneous certifications or assurance I may be subject to criminal prosecution. HUD may also terminate the grant and take other available remedies.

OHIOVIEW ACRES RESIDENT COUNCIL
250 Jefferson Drive
Stowe Township, PA 15136

November 25, 2002

Mr. Frank Aggazio, Executive Director
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Aggazio:

As President of the Ohioview Acres Development, the community of Ohioview Acres would like to thank you for submitting the HOPE VI Application for the revitalization of the Development. Please accept this letter as the community's support in this application process. The community is extremely excited with the Revitalization Plan outlined in the meetings and application. The Ohioview Acres community believes that the Allegheny County Housing Authority's vision through the HOPE VI Revitalization will lead to the community being filled with pride and respect. Your leadership in this process has been greatly appreciated by our residents.

Sincerely,

Dawn Price
Ohioview Acres Resident Council President

EGULAR MEETINGS,
ECOND TUESDAY OF EACH MONTH

PLEASE ADDRESS ALL CORRESPONDENCE
TO P. O. BOX 414
McKEES ROCKS, PA 15136

STOWE TOWNSHIP

BOARD OF COMMISSIONERS
ALLEGHENY COUNTY PENNSYLVANIA
PHONE 412-331-4050
FAX: 412 331-4033

November 26, 2002

Mr. Frank Aggazio, Executive Director
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Aggazio:

As Chairman of the Stowe Township Board of Commissioners, the Board of Commissioners would like to thank you for submitting the HOPE VI Application for the Ohioview Acres Community located within the Township. This HOPE VI revitalization is an important piece to help the residents of Stowe Township. Please accept this letter as the municipalities' support in this application process. The community is extremely excited with the Revitalization Plan outlined in the resident and Township meetings and application. Stowe Township believes that the Allegheny County Housing Authority's vision through HOPE VI Revitalization will lead to the community being filled with pride and respect.

Sincerely yours,

Frank J. Carpellotti

Frank J. Carpellotti
Chairman of the Stowe Township Board of Commissioners

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Exhibit A: SUMMARY INFORMATION

A1. Executive Summary

Ohioview Acres is a 250-unit, run down, severely distressed public housing development located in Stowe Township, Allegheny County, PA. The property is owned and managed by the Allegheny County Housing Authority (hereinafter ACHA)

Ohioview Acres is the only remaining property in our strategic plan to rid Allegheny County of publicly embarrassing properties that have eyesore facades with no possibilities for restoration. Current residents are moving out of Ohioview Acres while potential residents have NO desire to move in. In spite of a strong authority-wide waiting list, only 139 units are occupied (55% of the total 250 units) as of the date of this application.

Constructed 60 years ago to house defense factory workers, Ohioview Acres was not intended to remain in use this long. Poorly insulated and unprotected, the units' wood floor structures are rotting, walls and roofs are leaking, and mechanical systems are antiquated and function poorly. The tiny units, appointed with none of the amenities needed to make them marketable in today's environment, are hard to keep rented, even harder to keep heated. The distress of the units is exacerbated by the age of the infrastructure, now exceeding its life expectancy. Perhaps worst of all, these antiquated military buildings are randomly placed with no regard for private space, without any defensible space, on a notorious site long stigmatized by rampant drug dealing. Residents who have no other housing choices inhabit the site.

The current configuration of this development includes only two principal streets branching from a single entry road. Both are dead-ends that climb and then terminate at the top of a steep hilltop site. The revitalization plan retains the entry road, but proposes a grid of entirely new streets, curving with, rather than against, the grades, along with cross connections.

At the entrance to this redeveloped site, we propose a town center comprised of a new Municipal Services Building, incubator retail spaces and an expanded community services center. These public buildings, as well as an adjacent existing elderly high rise (PA-6-41), will face a new Village Green. The green, in turn, is at the head of a new boulevard, lined with new trees and a wide greenway terminating at a new hilltop park. The park will give residents long views extending across the Ohio River Valley with sight lines to the skyscrapers of Pittsburgh only six miles away. The Municipal Services Building replaces an older facility currently located on the "flats" of Stowe Township and includes fire, police, ambulance, tax offices, building department, community meeting room, and other services. The intent is to welcome all residents of Stowe Township up to this formerly isolated public housing site and provide them with a level of social integration that is currently not possible.

In response, we plan to initiate a revitalization program that will: (1) completely replace the distressed 250-unit public housing development with 181 units of new mixed-income rental and 15 units of for-sale housing on site; (2) develop 25 units of mixed-income for-sale housing on a previously demolished public housing site in a non-impacted neighborhood (Morgan); (3) purchase 11 condominium units of an existing multi-family project in a non-impacted neighborhood (Centurion Commons); (4) serve the entire community by creating a new Hilltop Village satellite service campus on site with an expanded community services center and a new Municipal Services Building that houses the primary offices of Stowe Township; (5) establish an incubator for a small convenience retail store, a barber/beauty shop, and other small resident-owned businesses; and (6) provide a comprehensive package of social and supportive services for the current residents who will be relocated as well as for current and new residents who will return on site.

The on-site unit mix consists of 181 rental housing units and 15 affordable homeownership units. The 181 rental housing units consist of a combination of low income housing tax credit assisted, HOPE VI assisted and non-federally assisted housing units. Of these, 78 will be public housing replacements, ACC units. Ten will be market rate and the balance of 93 will be funded with low income housing tax credits. Of the 78 public housing replacement ACC units, 10 will **not** be subject to low income housing tax credits restrictions and will therefore be available to renters between 60 and 80% of the area median family income. All of the 15 homeownership units on site will be made available to eligible public housing families.

In a neighborhood 15 miles away, the ACHA owns a vacant site, once a public housing development called Morgan, now demolished. Morgan is located in South Fayette Township, an affluent area with a high income level. We plan to develop 25 new and affordable three-bedroom for-sale homes on this site. Of these 25 homes, 5 are to be sold to eligible public housing families as replacement public housing. Twenty will be sold as market rate houses. A combination of HOPE VI funds ($20 million), Allegheny County Funds, private loans, ACHA Capital Funds and LITHC funding, along with private loans will finance this on and off-site project.

The ACHA has competitively procured an experienced HOPE VI Development Team to carry this revitalization program forward - Pennrose Properties, Inc. in partnership with Ralph A. Falbo, Inc. and served by Wallace Roberts & Todd, LLC Architects and Planners. All have worked with us to develop a comprehensive and visionary plan with extraordinary community support. The team has worked to ensure that our HOPE VI plan is appropriate and can be easily implemented. We are prepared to begin work on the project as soon as HUD funds us.

A.2 Physical Plan. Describe your planned physical revitalization activities:

This plan includes the total demolition of all on-site units, with no rehabilitation. ACHA proposes to develop 181 rental housing units on site, in a mix of semi-detached and attached two-story structures. A mixed-finance approach will fund the development. PATH Technologies will be utilized in all construction on site. A total of 78 replacement public housing units will be built on site. The plan also includes the development of 93 other affordable rental units not proposed as replacement public housing, and 10 market rate rental units. Low income housing tax credits will be utilized to finance 161 of the on-site units, along with other funds, for phase two and three of this project. No LIHTC funds are proposed in phase one.

A total of 40 homeownership units will be developed on and off site. Fifteen will be developed on site for public housing eligible families and five will be developed off site at Morgan for the same population. The combined total for on and off site is 20. No market rate homeownership units are planned for the site but twenty market rate homeownership units are planned for development off site at Morgan.

The mixed-use property we are proposing on site will be a place where people can live, work, and obtain convenient and protective services. We propose a model that is similar to that found in many private real estate communities. We plan to provide the catalyst that ignites this site for further development.

The revitalized Ohioview Acres site will draw the Stowe Township community into one centralized area. A new 10,000 square foot Stowe Township Municipal Services building, replacing their dilapidated structure on the flat land below, that provides fire, ambulance, police, permits, and tax office services is proposed. Through the relocation of the Stowe Township Municipal Services Building at Ohioview Acres, it is ACHA's and the municipality's intent to integrate the rest of the Stowe Township community onto this site. A retail center consisting of a

barber/beauty shop and convenience store, as well as two rental storefronts for incubating resident businesses, will be open to all residents of the municipality as part of our plan.

The economic development activities will not be funded with HUD monies. No grant funds will be used to pay for hard development costs or to buy equipment for economic development.

In response to surveyed resident needs, a 10,000 square foot expansion of the existing Head Start and Community services center on site is proposed, comprising a community room, gym, shared multiple use program offices, a family support center and additional Head Start expansion space.

We plan to add a resident-operated day care service, a resident lawn care business, a transportation supplement to public transit service, and a full-time person to work with residents on business development in the expanded community services center.

Management of the property will be handled out of available space in the elderly high-rise (Ohioview Towers) that is adjacent to Ohioview Acres. The high-rise is not a part of this HOPE VI revitalization grant.

Our physical housing plan can be summarized as follows

On-Site Replacement Housing	
Housing Type	Units
Rehabilitation	0
Public Housing Rental/LIHTC	68
Public Housing Rental	10
LIHTC Units	93
Market Rate Rental	10
Homeownership Units	15
Total	196

Off-Site Replacement Housing	
Housing Type	Units
ACC For Sale Units at Morgan	5
Market Rate For Sale at Morgan	20
ACC Rental Units at Centurion Commons	11
Total	36

A.3 Hazard Reduction

The ACHA is proposing the complete demolition of all units at Ohioview Acres. ACHA performed a modernization of Ohioview Acres starting in 1987 lasting until 1991. At that time, the ACHA abated all visible hazardous material on site, which included lead-based paint and asbestos. The ACHA retained a qualified asbestos abatement contractor to remove the material from the on-site units. The contractor transported the hazardous material to an approved landfill for disposal. This removal of the hazardous material was performed within all county, state, and federal regulations. In anticipation of the HOPE VI application process, ACHA contracted with GSP Environmental Sampling, Inc. to complete a follow-up hazardous material inspection of all units. During this inspection, GSP testing indicated that a suspect Asbestos Containing Material (ACM) including transite panels, plaster and batting insulations existed throughout the units. Removal of the hazardous material will be conducted in the same manner as previous abatement. An asbestos abatement company will be subcontracted by the general contractor, who in turn will hire an industrial hygienist to monitor the work of the subcontractor. The industrial hygienist will ensure proper removal and disposal of the hazardous material ensuring that all county, state, and federal regulations are being followed.

Also during GSP's testing, other hazardous material (i.e., mold/mildew and asbestos) was found throughout the units and is in need of immediate removal. These materials are causing a dangerous and unsuitable situation to the residents of Ohioview Acres. Removal of these

hazardous materials is imperative to correct this situation for the Ohioview Acres residents. Some units have been vacant a long time, due to these hazardous materials, and remain unsuitable for occupancy; it is one of the factors that has led to the high vacancy rate (45%) at the Ohioview Acres Development. The ACHA will accomplish the abatement and remediation of these hazardous materials through the proposed demolition of the site.

A.4 Demolition

All housing (250 units) and community facilities, other than the existing community services center/Head Start building, will be demolished utilizing a process of deconstruction that trains and employs residents of ACHA. We have already employed one Ohioview Acres resident who is in a training program for asbestos abatement. The site will be used for new mixed-income housing, the rehabilitated and expanded new community services center, and the new Stowe Township Municipal Services Building.

Our deconstruction program will have two primary focuses. The first and most important will be to provide residents with the opportunity for early training and employment in the construction process being undertaken by the developer. This will enable a significant number of residents the chance for full-time employment and the opportunity to develop marketable job skills. The residents will also be given opportunities for employment in the construction of new housing being built on the site. Secondly, we will utilize the materials and equipment that can be salvaged either in the reconstruction phase or at another ACHA public housing development.

In any revitalization effort undertaken by ACHA, it is our policy and procedure to recover any items having an appropriate residual value. After recovery of these items, they are placed in our inventory or reused during the construction period. This process will be utilized to

the maximum extent possible in this situation with the focus on completing demolition quickly. All residents will move off-site and demolition will be accomplished in one phase.

A demolition application for this site has not been filed with the Special Applications Center.

A.5 Disposition

The entire 42.6 acres of Ohioview Acres will be transferred to an as yet to be formed limited partnership through a long-term ground lease intended for the 181 new rental units and the 15 homeownership units. Also, all 15 acres of the ACHA owned Morgan site will be transferred to the developer. The land associated with the homeownership units (both on site and off site) will be short-term ground leased to an as yet to be formed development entity, consisting of the developer, and then sold in fee simple directly from the ACHA to the homebuyer. This method of property transfer is designed to minimize the amount of closing costs to the project that would be associated with two transfers of property (one to the developer and one to the homebuyer). Financing restrictions associated with the use of Low Income Housing Tax Credits dictate the disposition and development of the rental property in two phases.

The ACHA does not currently have a disposition application on file with HUD.

A.6 Site Improvements

In its current configuration, this development includes only two principal streets branching from the single entry road. Both are dead-ends that climb and then terminate at the top of the steep hilltop site. The revitalization plan retains the existing entry road, but proposes a grid of all new streets curving with, rather than against, the grades, along with cross connections. At the entry to this redeveloped community, a town center is proposed, comprised of a new Stowe

Township Municipal Services Building and an expanded community services center. Both of these public buildings, as well as an existing elderly high-rise (Ohioview Towers, PA-6-41), focus on a new Village Green. The green, in turn, is at the head of a new boulevard, lined with the mature preserved trees that were planted when the site was new. The green will terminate at a new hilltop park that offers long views across the Ohio River Valley and off to the Pittsburgh skyscrapers only six miles away.

The new streets will also be constructed with all new storm, sanitary, and water lines, along with underground electric and gas services.

The cost of site improvements will be paid for by HOPE VI funds.

A.7 Site Conditions

There are no known environmental conditions on this site or within a mile of this site that would pose a danger or deem the site unsuitable for residential housing development activity.

A.8 Separability

Not Applicable.

A.9 Proximity

Not Applicable. A contiguous development, Ohioview Towers (PA-6-41), an elderly high-rise, is not proposed as part of this application. Also, this is not a scattered site housing project.

Exhibit B: CAPACITY

B.1 Obligation of Capital Funds.

The Allegheny County Housing Authority is not a Moving to Work site; however, we quickly obligate and expend our Capital Funds.

B.2 Development Capacity of Developer.

The Allegheny County Housing Authority (ACHA) and our development partner, Falbo-Pennrose, have formed a Development Team that has the capacity to develop, design, and manage all the activities described in this grant application for Ohioview Acres. Their qualifications are contained in this section.

Falbo-Pennrose represents the efforts of two for-profit developers, Ralph A. Falbo, Inc. and Pennrose Properties, Inc. Their addresses are:

Ralph A. Falbo, Inc.
Mr. Ralph A. Falbo
100 Wood Street, 7th Floor
Pittsburgh, PA 15222

Pennrose Properties, Inc.
Mr. Richard Barnhart, President
One Liberty Place, Suite 3810
Philadelphia, PA 19103-7332

Together, these two firms have approximately 60 years of primarily affordable housing development experience. Since 1995, Falbo-Pennrose has developed various residential projects in Western Pennsylvania valued at over $60 million and totaling over 500 units. Projects have been developed on time, within budget, and with supportive services appropriate to the resident population. All involve a combination of several different sources of financing such as Low Income Housing Tax Credits, Historic Tax Credits, Federal Home Loan Bank Affordable Housing Program funds, HOPE VI, Capital Funds Program, Community Development Block Grant funds, and Pennsylvania's PennHOMES Program funds. Grants through local foundations

have also been accessed, in partnership with non-profits, to supplement supportive service programs and development budgets.

Falbo-Pennrose takes a holistic approach to any development effort, starting with the planning process that identifies needs and incorporates ideas and goals established by stakeholders. The development plan, including site plans, elevations, and unit designs, is shared with these same stakeholders for feedback and consensus. All plans that are developed fit within the architectural character and density of the surrounding neighborhood. On the Community and Supportive Services (CSS) side, a similar process is followed. As funding applications are completed, in order to secure the financing necessary to implement the planned development, meetings continue on an ongoing basis with the Development Team and the stakeholders. These "progress" meetings ensure the kind of feedback that is necessary, providing all concerned with enough face-to-face time to feel comfortable with sharing visions and concerns. We offer a few examples of this very successful approach.

Falbo-Pennrose is responsible for four phases of the Manchester HOPE VI located in Pittsburgh, PA (HOPE VI Grant #PA28URD0011195). Falbo-Pennrose received the 1999 "Pillars of the Community" award from the Federal Home Loan Bank of Pittsburgh for its involvement in the Manchester HOPE VI.

Falbo-Pennrose has partnered with a local non-profit group or public housing authority on each of its projects in Western Pennsylvania to provide supportive services to the residents of the communities developed. Falbo-Pennrose has worked with Goodwill Industries of Pittsburgh, Manchester Citizen's Corporation, the Housing Authority of the City of Pittsburgh, University of Pittsburgh Medical Center, and the Allegheny County Housing Authority among others.

During the past thirty years, Ralph A. Falbo, Inc., in the capacity of consultant and/or developer, has been involved in the creation of over 3,000 affordable housing units. The company has utilized various federal, state and local programs. In this effort, it has worked closely with neighborhood groups and non-profit organizations to ensure their involvement in housing developmental opportunities.

Pennrose Properties, Inc. has developed affordable housing over a period of nearly thirty years. During that time it has produced approximately 6,000 dwelling units utilizing a myriad of public funding programs at the federal, state, and local levels, as well as private financing. Many of these developments have involved the redevelopment of existing housing, including the use of Historic Tax Credits. A number of these undertakings involve the salvaging of floundering U. S. Department of Housing and Urban Development (HUD) insured or assisted housing with the restoration of neglected real estate and the revitalization of a residential community.

Through various HOPE VI developments, Falbo-Pennrose, jointly and independently, has had extensive experience with public housing and mixed-income, mixed-finance procedures and regulations. Falbo-Pennrose has demonstrated the ability to balance and coordinate public housing requirements with Low Income Housing Tax Credit requirements and the requirements of other sources of financing for its developments. Falbo-Pennrose has prepared the mixed-finance proposals for various developments and has worked with HUD to gain approvals.

A breakdown of relevant HOPE VI and mixed-finance experience follows:

Manchester Phase I
20 Family Public Housing Replacement Units
Location: City of Pittsburgh
Date Closed: November 13, 1996
Status: Completed and 100% occupied
Total Development Cost: $4,043,521
Sources and Amounts of Financing:

HOPE VI	$281,497
LIHTC Equity	$1,825,001
Comprehensive Grant Program	$1,154,097
FHLB-Affordable Housing Program	$80,000
Deferred Developer Fee	$18,527

Manchester Phase II
25 Family Public Housing Replacement Units
Location: City of Pittsburgh
Date Closed: July 22, 1997
Status: Completed; 100% occupied
Total Development Cost: $4,221,506

Sources and Amounts of Financing:

HOPE VI	$1,000,000
LIHTC Equity	$2,221,196
HA City of Pittsburgh Program Income	$625,000
Deferred Developer Fee	$104,384

Manchester Phase III
18 Units-15 Senior Citizen and 3 Family Public Housing Replacement Units
Location: City of Pittsburgh
Date Closed: September 1998
Status: Completed, 100% occupied
Total Development Cost: $3,235,602

Sources and Amounts of Financing:

HOPE VI	$742,000
LIHTC and HTC Equity	$1,481,095
HA City of Pittsburgh Program Income	$752,500
FHLB-Affordable Housing Program	$92,500
Deferred Development Fee	$56,664

Manchester Phase IV
23 Public Housing Replacement Units
Location: City of Pittsburgh
Date Closed: May 1999
Status: Complete 100% occupied
Total Development Cost: $3,557,920

Sources and Amounts of Financing:

HOPE VI	$200,000
HACP Comprehensive Grant	$1,130,528

Program Loan	
LIHTC and HTC Equity	$2,176,577
Deferred Developer Fee	$50,815

Christopher A. Smith Terrace
37 Senior Citizen Assisted Living Units including 25 Public Housing Units
Location: City of Pittsburgh
Date Closed: September 12, 1997
Status: 100% occupied
Total Development Cost: $5,663,056

Sources and Amounts of Financing:

HOPE VI	$1,000,000
Urban Redevelopment Authority – CDBG	$785,452
LIHTC and HTC Equity	$2,950,917
Comprehensive Grant Program	$698,750
FHLB-Affordable Housing Program	$144,000
Deferred Developer Fee	$83,937

Falbo-Pennrose served as consultants to the Allegheny County Housing Authority on the following developments:

Hays Manor
138 Public Housing Family Units
Location: McKees Rocks
Date Closed: October 1, 1998
Status: Fully occupied
Total Development Cost: $11,305,649

Sources and Amounts of Financing:

LIHTC Equity	$2,567,903
Installment Sales Financing	$850,000
Comprehensive Grant Program	$7,887,746

Groveton Village
69 Multifamily Housing Units
Robinson Township, Allegheny County
Date Close: September 2001
Status: 75% Completed
Total Development Cost: $12,000,000

Sources and Amounts of Financing:

ACHA Comp Grant	$6,239,500
LIHTC Equity	$4,439,000
Federal Home Loan Bank	$ 345,000
ACHA Program Interest Income	$ 98,400

Groveton Village represents the complete demolition and reconstruction of the Groveton Village Public Housing Community. The property was originally 100 units of inadequately small, military worker housing that was built in the 1940s. Today, Groveton Village is an attractive property that rivals housing on the private market.

Pennrose Properties, acting independently, is currently involved in a number of HOPE VI funded developments. In 1998, Pennrose Properties prepared a HOPE VI Grant Application, awarded in 1999, for the Martin Luther King Plaza in Philadelphia. Martin Luther King (MLK) Plaza is a public housing development located in South Center Philadelphia with 537 units in four high-rise towers. In May 1998, Pennrose, in partnership with a community-based, non-profit organization, was selected by the Philadelphia Housing Authority as the private developer for the revitalization of this development. In June 1998, Pennrose wrote a HOPE VI grant application and, in cooperation with the Philadelphia Housing Authority, formulated a final application submitted to HUD. In August of 1998, HUD made a $25 2 million grant award in support of the 300-unit, $90 million revitalization.

Pennrose was selected as the private developer of the Senior Village at Lamokin, now called Chatham Senior Village, in Chester, Pennsylvania. The Senior Village is a 40-unit new construction project for senior occupancy, which constitutes a part of a HOPE VI-funded revitalization of the Lamokin Village public housing development, though the senior development is funded primarily through Comprehensive Grant Program funds. It is a mixed-finance, tax credit-assisted development.

Another development, McCaffery Village, is a public housing revitalization project in the City of Chester. The site consists of 22 acres of land supporting 350 low-rise dwelling units. Pennrose, in a joint venture, was selected as the developer of this project on May 11, 1999. Pennrose was also independently named developer of the 150,000 square feet of retail space.

Falbo-Pennrose has recent experience in developing and marketing homeownership housing as a component of a HOPE VI program. Falbo-Pennrose has included homeownership as a key component of their HOPE VI projects. They have been involved in developing and managing homeownership and rent-to-own properties. Below is a list of homeownership projects that are being developed and managed in relationship to HOPE VI Projects:

- Martin Luther King, Philadelphia, PA 109 units
- Schuylkill Falls, Philadelphia, PA 135 units
- Mercer County, Farrell, PA 26 units
- Wellington Ridge, Chester, PA 26 units
- Gateway Crossing, Hagerstown, MD 110 units
- Baldwin's Run, Camden, NJ 219 units
- Newport, Newport, KY 65 units
- McCallie Homes, Chattanooga, TN 110 units

We have described numerous successful HOPE VI projects in which the developer has participated. Each of these projects had homeownership components that were successfully developed.

In selecting Falbo-Pennrose, the ACHA has team members who bring the kind of knowledge, success, and commitment to public housing that complement the vision we have for Ohioview Acres. The joint venture clearly contains extensive, recent, and successful experience

in planning, implementing, and managing the type of activities contained in this HOPE VI application. As demonstrated above, both joint venture partners and the joint venture itself have the low-income housing tax credit and homeownership experience the ACHA needs.

We have already established goals, in concert with Falbo-Pennrose, for this grant application. Having worked with Falbo-Pennrose on other projects, the ACHA knows that they understand the community and are successful in bringing in partners who are effective and who have implemented strategies for revitalizing communities.

Architectural services will be provided by Wallace, Roberts, & Todd, LLC. They are one of the nation's foremost planning and design firms with over thirty HOPE VI assignments since the program first began. After working in the early years providing master plans for housing authorities in Philadelphia, Seattle, New Orleans, and Louisville, they have now completed and built HOPE VI projects for developers in Elizabeth, NJ, Tulsa, OK, and Buffalo, NY. They are moving forward with developments in Hagerstown, MD, Savannah, GA, New Brunswick and Jersey City, NJ, and Chicago, IL. They continue to do subsequent and related work from their home base of Philadelphia, PA. They are acting as Program Managers for HOPE VI projects in Chattanooga, TN and Birmingham, AL, assuring that the selected developers are implementing the master plans the firm produced for housing authorities as part of the application process. Much of their work has been recognized by awards from professional organizations and articles in the national press.

Principals in the firm include Gilbert Rosenthal, who has been a frequent presenter at HUD organized HOPE VI conferences, and Dan Solomon, a founder of the Congress for the New Urbanism and architect of many innovative affordable communities throughout the west coast, including phase three of the New Holly (Holly Park) HOPE VI in Seattle.

B.3 Development Capacity of Applicant

The ACHA has experienced staff prepared to fill the leadership roles required for HOPE VI. All key leadership roles will be filled internally by individuals who have worked on other HOPE VI projects and who are in a position to be productive immediately upon grant award. We plan to fill the HOPE VI Administrator position with a person who is currently experienced in HOPE VI and who has worked on two other HOPE VI projects. We anticipate very little external recruitment. Due to our HOPE VI and mixed-finance experience, we are prepared to begin significant physical development activities well within 18 months of grant award.

The ACHA received its first HOPE VI grant award in 1997 with work beginning in January 1998. The project, McKees Rocks Terrace, has proceeded well; several phases are complete. The project is currently in its final phase of development. The ACHA has developed extensive experience working on HOPE VI and today the property is re-occupied and successful.

The second HOPE VI award, one of 5 approved elderly HOPE VI grants in a HUD Pilot Program, was received in January 1999 for Homestead Apartments. A mixed-financing structure was utilized to proceed in the redevelopment of the Homestead Apartments. The tax credits received by the partnerships have played an extensive financing role in the ability to redevelop this site. Before the revitalization of the Homestead Apartments, there were 244 antiquated units in the development. After all phases are complete, 180 units will exist with modern amenities. All relocation to date has been accomplished on site, thus keeping all elderly households in the same property. Homestead Apartments is an elderly site that is a model of a holistic supportive services program and housing that offers a continuum of care (LIFE Center) provided by partners that allows the ACHA residents to age in place. This project has proceeded and the LIFE Center was opened in August 2002. The final phase of housing is slated for completion in 2004.

We have also formed partnerships with private developers and non-profit organizations over the past several years to develop six mixed-finance developments in addition to the two HOPE VI projects. The developments are Caldwell Station, Hays Manor, Lavender Heights, Groveton Village, Sharps Terrace, and Monroe Meadows:

- Caldwell Station is an 18-unit development with 6 ACC units that was developed in partnership with a non-profit. It closed in August 1998 and is currently fully occupied.
- Hays Manor has 138 public housing units in which low income tax credits were secured *after* the development was completed with Comprehensive Grant funds. The development is complete and fully occupied.
- Lavender Heights is a 24-unit elderly housing site with 7 ACC units (built in partnership with a private developer) that was completed in May 2000 and is fully occupied.
- Groveton Village is a 69-unit development built as affordable housing units. The funding represents low income tax credits issued from the Pennsylvania Housing Finance Agency and Capital Funds. The $12,000,000 community is 75% complete.
- Monroe Meadows is a 48-unit development with nine ACC units that was funded in part with Low Income Housing Tax Credits. The mixed-finance development is complete and fully occupied.
- Sharp Terrace is a 36-unit development funded through Low Income Housing Tax Credits and Program Income. The mixed-finance development is scheduled for construction in January 2003 with full occupancy targeted for May 2004.

The ACHA is involved in extensive modernization activities through our annual Capital Fund allocation totaling approximately $7,000,000 (*please note that four years of modernization funding exceeds the amount we are requesting in this application by 40%*). These activities clearly demonstrate our capacity to form partnerships and to develop affordable housing in a timely, efficient manner with excellent results.

The extensive HOPE VI experience that the ACHA has gained through the successful implementation of Homestead Apartments (an elderly complex) and McKees Rocks Terrace is complemented by the extensive experience of the developer, Falbo-Pennrose, who has participated in several successful HOPE VI projects as both developers and property management agents. The staffing of the ACHA HOPE VI Team is provided herein and will be supplemented by the developer and the retention of The Schiff Group as Program Advisor to assist in timely implementation. The Schiff Group is a national housing and management consulting firm that has relevant experience with HOPE VI programs of various sizes and complexity: Spartanburg, SC, Nashville, TN, Albany, NY and Macon, GA. They have a well-experienced, diverse team that has HUD as well as housing authority operations experience

Our HOPE VI team of professionals, all having successful HOPE VI development and program implementation experience, will ensure project readiness and the necessary professional expertise to fulfill all requirements of this application. The ACHA has identified all the necessary staff and team members, along with their roles and responsibilities in order to turn the vision for Ohioview Acres into a reality.

Besides HOPE VI experience, ACHA is a high performing public housing agency as determined by the Public Housing Assessment System (PHAS). We have no outstanding capital

fund program audit findings. We are prepared to begin physical development activities within 18 months of grant award.

Frank Aggazio, Executive Director

Mr. Aggazio, as our Executive Director and Contracting Officer, is required to oversee and ensure the fair and equitable treatment of all persons or firms in the HOPE VI process and will assure that all procurement and self-sufficiency activities are designed to promote residents to economic self-reliance. Mr. Aggazio was the Acting Executive Director when the ACHA submitted its 1997 FY HOPE VI Grant Application and Executive Director for the 1998 FY HOPE VI Grant. Mr. Aggazio has over 17 years experience in public housing in Western Pennsylvania. Prior to being Executive Director, Mr. Aggazio was the Deputy Executive Director for two years and the Section 8 Director at ACHA for many years. Mr. Aggazio will allocate a minimum of 10% of his weekly schedule to HOPE VI activities.

Edward Primm, HOPE VI Administrator

The ACHA has named Edward Primm HOPE VI Administrator for our Ohioview efforts. Mr. Primm replaced Mr. MacFann as HOPE VI Administrator on March 21, 2001. Mr. Primm has ten years experience at ACHA in various aspects of real estate development in progressively responsible positions. Mr. Primm will oversee all aspects of the HOPE VI grant including, but not limited to: a) serve as principal contact to HUD, the developer, program manager, ACHA staff and other service providers; b) assist in the development of the Supplemental Submissions and monitoring of the implementation process; c) work with outside agencies to promote economic opportunities for HOPE VI residents; d) assist in the development, coordination and monitoring of the master schedule; e) provide daily information to the Executive Director; f) assist in all procurement transactions in accordance with applicable regulations; and g) oversee

the hiring of the HOPE VI Project Manager. Mr. Primm will be spending 90% of his weekly schedule on HOPE VI activities.

Project Manager

A HOPE VI Project Manager will be hired within 90 days of the executed Grant Agreement. The HOPE VI Project Manager will be responsible for assuring that all activities undertaken in implementing the revitalization plan comply with the Grant Agreement and approved Supplemental Submissions, including all applicable regulations and procedures. The Project Manager will allocate 100% of his/her time to HOPE VI activities. The Project Manager will have additional duties as described:

- Assist in the development of the HOPE VI Supplemental Submissions;
- Assist in the development and implementation of the Self-Sufficiency Program;
- Assist in the temporary and permanent relocation of residents;
- Assist in resident employment opportunities (Section 3 compliance);
- Assist in financial planning;
- Assist in Quarterly Reporting to HUD;
- Assist in property acquisition, environmental abatement, and demolition; and
- Other related activities as assigned.

Walter MacFann, Director of Real Estate Investments

Mr. MacFann has over 10 years experience in procurement and housing development. Nearly four of these years were in the capacity of the HOPE VI Administrator for the HOPE VI Grants awarded to the Allegheny County Housing Authority. Mr. MacFann has extensive experience with project financing and development activities. Mr. MacFann has been an integral part of the success of the 1997 and 1998 HOPE VI Grant awards and 5 mixed-finance

transactions. He will provide technical assistance in all phases of the development process as it relates to relocation, demolition, construction, budgeting, and other development activities. Mr. MacFann has pledged the use of his department for any area needed during the HOPE VI process. Mr. MacFann will be spending 25% of his weekly schedule on HOPE VI activities.

Patrick Cassidy, Budget Director

Mr. Cassidy reviews and oversees the financial components and considerations of the HOPE VI process. He has extensive experience in bond financing and tax credit projects with the ACHA and Allegheny County. Mr. Cassidy played a vital role in ACHA obtaining tax credits from the Pennsylvania Housing Finance Agency for Hays Manor and Groveton Village respectively; both are ACHA managed properties. Mr. Cassidy has successfully closed 7 mixed-financed transactions to date. He will allocate 25% of his weekly schedule to HOPE VI related activities.

Kris Kitchy, Senior Asset Manager

Ms. Kitchy recently joined the ACHA staff in July 2002. Ms. Kitchy has been a valuable addition to the Mixed Finance Department in the ACHA. Ms. Kitchy's duties include overseeing all mixed-finance transactions and ensuring that compliance is being addressed and met for each mixed-finance deal. Ms. Kitchy continues to audit all tax credit files along with property management documents to help the ACHA with the creativeness of the Tax Credit Program. Ms. Kitchy will be allocating 25% of her weekly schedule to all HOPE VI and mixed-finance activities. Ms. Kitchy has 11 years of mixed-finance experience.

Jack McGraw, Assistant Director of Development

Mr. McGraw has over nine years of experience in ACHA's Development Department. In his capacity and duties, Mr. McGraw has been involved in all aspects of the Department. Before

his promotion within the Department, he was a construction manager for the modernization projects. Mr. McGraw oversees the 504 accessibility issues as the 504 Coordinator for ACHA. He has been involved in the most recent HOPE VI Developments at McKees Rocks Terrace and the Homestead Apartments overseeing the construction manager's day-to-day activities. Mr. McGraw will be dedicating 25% of his weekly schedule to HOPE VI activities.

Jackie Cecere, Planner

Ms. Cecere will provide administrative support for all activities related to the HOPE VI process. She has worked in the Development Department for 7 years and has extensive experience previously with the Allegheny County Residential Finance Authority. Ms. Cecere oversees all funding requests and program management as it relates to the Community Development Block Grant(s). She will be allocating 75% of her weekly schedule to HOPE VI activities.

The Director of Real Estate Investments, Mr. MacFann, has other key staff members in the areas of Computer Aided Drafting, Construction Managers, and a Relocation Officer. All will be called upon as needed for HOPE VI activities.

Charles Brown, Associate Director of Business and Economic Initiatives

Mr. Brown functions as ACHA liaison with public agencies and other organizations established to assist low-income clientele (residents of ACHA communities) with employment and training opportunities. He helps supplement the development, communication and oversight of employment training programs to maximize resident preparedness for anticipated employment opportunities. Mr. Brown reviews all bids and proposal packages to ensure contractor compliance with ACHA's Section 3 requirements and reports violations of the Section 3 program. Mr. Brown attends pre-construction/pre-award conferences and informs contractors

and subcontractors of their responsibilities as related to Section 3, MBE/WBE and DBE compliance. Mr. Brown will allocate 25% of his schedule for HOPE VI activities.

Michael Harris, Director of Section 8

Mr. Harris has over twenty years of experience in the housing industry, the Section 8 Department, and in various housing organizations. Mr. Harris was hired by the ACHA in 2001 to oversee the Section 8 Department. As the Director of Section 8, Mr. Harris oversees all aspects of the Section 8 Department and the Housing Choice Voucher Program. He has assisted in relocation efforts over the past two years, including the Homestead HOPE VI award. Mr. Harris will allocate 10% of his time to HOPE VI activities.

Beverly Moore, Assistant Executive Director

Ms. Moore is responsible for all property management functions at ACHA. Ms. Moore is also responsible for the day-to-day operations of housing management as it relates to the leadership of property management. This includes supervision of staff, providing liaison focus between managers and departmental personnel, and implementing policies and procedures related to management and administration of the LIPH housing communities. Ms. Moore is responsible for departmental training criteria and accountability for departmental goals. She works closely with the programs that address resident initiatives consisting of Economic Up-Lift and Self-Improvements, Resident Organization, and Resident Involvement. She reviews and monitors PHAS indicators. Ms. Moore will allocate 10% of her time to HOPE VI activities.

John W. Joyce, Executive Deputy Director of Administration/General Counsel

Mr. John Joyce, ACHA's internal legal counsel, will review all documents with outside legal counsel. Mr. Joyce has been active in developing and assisting in several Tax Credit projects. Mr. Joyce will allocate 10% of his weekly schedule to HOPE VI related activities.

Michael H. Syme, Legal Consultant

Mr. Syme is with the Law Firm of Cohen and Grisgby, P.C., a local firm in Pittsburgh, PA. He is responsible for drafting and reviewing option agreements, program management and development services and other related documents. Cohen and Grisgby, P.C. has been representing the ACHA in other Low-Income Tax Credit transactions. Mr. Syme was procured using a RFQ process by the ACHA for HOPE VI and other real estate projects.

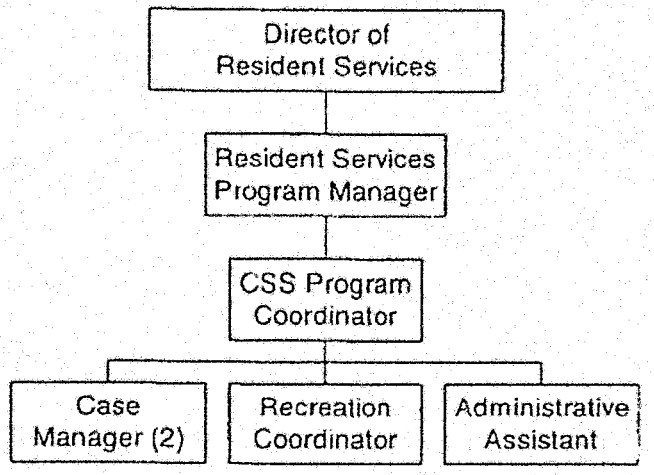
B.4 Capacity of Existing HOPE VI Revitalization Grantees - MTW Only.

The ACHA is not a Moving to Work site; however, we have extensive experience in implementing HOPE VI revitalization activities.

B.5 CSS Program Plan Capacity.

The ACHA has extensive experience in providing Community and Supportive Services. We have experienced, tenured staff who have implemented a wide variety of programs, including Family Self-Sufficiency. As recipients of two previous HOPE VI grant awards, our staff is actively involved and experienced in planning, coordinating, and implementing the CSS components required for this grant. A staff chart is enclosed followed by short resumes of key staff members.

Organizational Chart



Mr. Philip Manion is the Director of Resident Services for the ACHA. He has supervised the Resident Services Department since 1995. He has been involved in resident services at the ACHA and other agencies in various progressive positions for more than 23 years. He has worked with local service providers to develop resident services and bring providers onto public housing sites. Mr. Manion holds a B.A. in Psychology from Duquesne University, Pittsburgh, PA. He is certified as a Public Housing Manager and is an accredited Residential Manager (Institute of Real Estate Management). He has several Low Income Housing Tax Credit Compliance certifications. He has 23 years of experience in affordable housing and in providing direct services to residents in property management and resident services. He is active in the community and serves on the boards of several non-profit organizations including the Pittsburgh Fatherhood Initiative and the Friendship Neighborhood Development Association.

Ms. Nannette Livadas, the ACHA's Resident Services Program Manager, has nine years of experience in affordable housing. She began her career as a Property Manager. She has experience managing tax credit properties and Section 8 new construction properties for private

management and developing companies. She directed a successful Resident Services Department at a nearby housing authority prior to joining the ACHA. She has extensive experience in developing and managing resident services programs. Her current position, Resident Services Program Manager, involves the day-to-day supervision of resident service programs, which includes the Family Self-Sufficiency program.

Upon grant award, we will place qualified individuals who have relevant experience in the remaining unfilled positions.

We have sufficient staff resources to provide the CSS services for Ohioview Acres and insure that the CSS programs at our existing HOPE VI sites do not suffer. CSS services on our current HOPE VI project, McKees Rocks Terrace, are being provided by the developer while the ACHA staff provides monitoring and coordination with the local service providers. The ACHA staff has extensive experience in developing and implementing two CSS Program Plans in prior grant awards and various mixed-finance developments. The ACHA staff will have sufficient time and staff resources (time and talent) available for this grant award for Ohioview Acres. Our other HOPE VI project, Homestead Apartments, is an elderly development that did not require the development of a CSS component. However, the ACHA committed a portion of the HOPE VI grant to the community and supportive services line item to develop a comprehensive service component. The ACHA has strengthened the existing community outreach program with this funding from the HOPE VI grant. The ACHA Resident Services staff provided the planning, coordination, and monitoring oversight for the development and implementation of the CSS services that have been developed. Implementation of a new program will have no adverse impact on the current team since their involvement in the other HOPE VI programs for the CSS component has decreased as many of the services have now been established by the providers.

The overall CSS plan was developed with The Schiff Group, a national consulting firm, which has extensive HOPE VI grant implementation experience. The Schiff Group will act as Program Advisors for this grant award. The Schiff Group has advised the housing authorities of Spartanburg, SC, Nashville, TN, Albany, NY, and Macon, GA on CSS Program Plans. The combined HOPE VI experience of The Schiff Group and the ACHA staff places us in a position to succeed. We are ready to move our CSS Plan for Ohioview Acres from the drawing board to the development stage where new structures, new activities and new opportunities will blend into an effective strategy for success. The CSS component has been developed with a very close partnership between existing staff and the residents.

The team that is in place for the Ohioview Acres HOPE VI project is prepared to begin implementation immediately and exercise their wealth of experience and expertise to make the CSS component of this grant innovative, successful, and rewarding for our residents.

The type of proposed activities for Ohioview Acres are similar to the McKees Rocks Terrace HOPE VI program and are an expansion of those being coordinated and implemented in other ACHA programs. We will continue to supervise all CSS plan activities. We will hire staff for the case management component immediately upon receipt of the grant award. We will also begin the process of coordinating services through current staff within thirty days after grant execution

CSS activities associated with the revitalization of Ohioview Acres will take place in house. We have appointed a qualified team member, our Director of Resident Services, to lead and coordinate all of the CSS components for this grant. We are planning, in all phases of the implementation of this grant, to use the expertise we have developed in house with another HOPE VI revitalization grant, specifically McKees Rocks Terrace (awarded in 1997).

HUD awarded the ACHA a HOPE VI Revitalization Grant in 1997 for the McKees Rocks Terrace housing development. HUD also awarded ACHA a HOPE VI Revitalization Grant in 1998 for the revitalization of Homestead Apartments, an elderly public housing development. We view prior HOPE VI experience as critical to the timely implementation of another HOPE VI grant. The developer, Falbo-Pennrose, also has extensive experience in developing and implementing CSS Program Plans in conjunction with their experience as HOPE VI developers. Neither ACHA nor the developers require the type of learning curve that slows down the process. Together we represent a "job readiness" team that will keep us on schedule and within budget.

B. 6 Property Management Experience

The ACHA has recent successful experience in the property management of the housing types described in this HOPE VI application having received and implemented two HOPE VI grant awards. The ACHA is a high performer under PHAS and has accomplished a significant degree of success in all aspects of property management. ACHA is also experienced in conducting energy audits. We have the knowledge to oversee the property management of Ohioview Acres that will be the responsibility of the developer, Falbo-Pennrose. Falbo-Pennrose also has extensive experience in the property management of housing typical of that described in this HOPE VI application.

Additionally, Falbo-Pennrose has a very successful multi-city track record of successful property management of diverse types of housing. They have developed and managed rental housing, public housing, low income tax credit housing, market rate housing, and homeownership units. Both of us have successful experience in homeownership and the development and sale of homeownership units.

The ACHA and its developer Falbo-Pennrose have excellent knowledge at the subject matter expert level and successful experience in the management of market rate, affordable, and public housing. We plan to utilize our extensive experience to jumpstart the implementation of the HOPE VI revitalization grant for Ohioview Acres.

Pennrose Properties has a real estate management firm, Pennrose Management Company (PMC), that provides management services for properties developed by Pennrose Properties. Although this firm was started for the private real estate market, it now has expanded its scope to include affordable housing. They specialize in managing federally assisted housing including Section 8, tax credit, and public housing. Their portfolio also includes conventional and affordable rental housing as well as the sort of homeownership units woven into this application. To date, PMC manages over 4,000 units. Currently, within Allegheny County, PMC is the property manager for the HOPE VI Manchester development (awarded to the Housing Authority of the City of Pittsburgh) and Monroe Meadows, a mixed-finance community. PMC will manage the properties created under this HOPE VI program for Ohioview Acres.

PMC will use the following property management policies, as used at the other developments that it manages, at Ohioview Acres:

a. **Property maintenance** - Prior to implementing a daily maintenance work schedule, each property is analyzed. A janitorial schedule ensures that safe, clean conditions are formulated at all times. Each task is listed and its frequency is noted. The Maintenance Superintendent and the Manager work together to develop a cleaning schedule that meets the demands of the property, keeping in mind that PMC has aggressive standards for cleanliness and general curb appeal. The cleaning schedule is included in the Preventive Maintenance Plan. Routine workdays begin with a brief check of the property, either by foot or car. All members of the maintenance staff begin

the day together in one place so work assignments can be made and current information shared. Questions are answered and a summary conversation is held at the end of the day so that outstanding issues can be addressed and the next day's plan designed. A comprehensive painting schedule is established for each property. Regarding HOPE VI properties, annual UPCS Inspections are performed. Extermination and apartment inspections are executed quarterly. Work orders are entered into the data system and are completed in the PMC company-wide time frame of 24 hours for emergency work orders. A staff person is on call 24 hours a day, 7 days a week in order to handle emergencies. Emergency repairs are made immediately. The initial response time to non-emergency repairs is contingent upon the type of repair (need to order parts, etc.), however, the norm is for these repairs to occur within one week.

b. Rent collection - The rent collection policy is posted at all rental offices. It is also contained in the Resident Policies and Procedures Manual provided to each resident at the time of move-in. In part, the rent collection policy states that the rent is due the first day of each month, rent is considered late after the fifth day, and a rent reminder notice is placed under the late resident's door the afternoon of the fifth day. Currently, rent delinquency is less than 5% company-wide.

c. MTCS Reporting - During the initial intake process of each resident, a MTCS form is generated which in turn is input into the ACHA MLS system. PMC *exceeds* the 85% accuracy rate required for MTCS submissions by HUD.

d. Site Based Management Experience - Most of PMC's properties have an on-site manager. Each property stands on its own merits; PMC manages in a site-based manner. The decision to provide an on-site manager is contingent upon the number of units in the development. We are proposing on-site management for Ohioview Acres.

e. Tenant grievances - Resident grievances at HOPE VI properties are resolved in accordance with the policies/procedures of the local public housing authority (ACHA for Ohioview Acres). They will be in full compliance with all HUD requirements.

f. Evictions - Grounds for eviction are done in accordance with the regulations of the Public Housing Authority. A large number of PMC properties have zero evictions. Once initiated, PMC has an eviction track record of gaining possession of the apartment 95% of the time.

g. Occupancy rate - The established occupancy rate for PMC properties is 98% or greater. This is achieved through aggressive marketing and superior property management.

h. Unit turnaround - All units are made occupancy ready within 5 to 7 days, provided no abnormal damage has occurred. For example, since the first phase of Manchester HOPE VI developments opened in 1997, only ONE family has moved. The reason for the move was that the family purchased a home.

i. Preventive maintenance - An aggressive preventive maintenance (PM) program is in place at all properties managed by PMC. PM is performed in response to a schedule established for each piece of equipment or "maintenance worthy" item at each property. A work order is generated for each task order performed. Weekly PM work orders are completed within 2 days of the date established by the schedule, monthly and quarterly PM work orders are completed within 7 days of the date established by the schedule, and bi-annual and annual PM work orders are completed within 15 days of the date established by the schedule. PMC has learned that the PM program maximizes the use and life of all building systems and reduces costs to the project by minimizing down time, major repairs/replacements, and by reducing expenses related to inefficient use of systems and staff time.

j. Work order completion - All requests for maintenance are entered on a Maintenance Request and Work Order form. The information must be detailed enough for maintenance personnel to respond in a prepared, one-call manner. Once recorded, the work order is handled as follows: the first two copies of the work order are given to the Maintenance Superintendent; the third copy remains in the office so the Manager can keep a copy in the Work Outstanding file; when the work is performed, the work order is completed indicating the materials used, the approximate value of the materials, and the staff hours taken to complete the repair. The maintenance employee and the resident, if available, sign the completed work order. The second copy of the order remains in the apartment at all times as notification of entry and proof of service. The fully completed original copy is then returned to the Manager who reviews it, matches it with the control copy, and files it in the unit maintenance file if no further follow-up is necessary. Resident precipitated work orders are noted as such by the maintenance repairperson. If tenant abuse caused the problem, the resident is charged for the damage. Note that routine maintenance requests are normally completed within 24 hours.

k. Project-based budgeting - Each property managed by PMC prepares an annual (project-based) operating budget. An annual project-based budget will be prepared for Ohioview Acres. PMC provides a standardized property management service that offers high quality in services, regardless of whether the property is for market rate, affordable, or public housing.

l. Management of homeownership and rent-to-own programs - Pennrose Management Company presently manages one rent-to-own development. This development is a component of the Schuylkill Falls HOPE VI Phase I Project. The program is structured as a 15-year lease-purchase where PMC actively manages the units until the time that the buildings can be legally transferred. Arrangements were made with the equity investor to dispose of the properties at the

end of the 15-year compliance. Falbo-Pennrose has included homeownership as a key component of their HOPE VI projects. They have been involved in developing and managing homeownership and rent-to-own properties. Below is a list of their homeownership projects that were or are being developed and managed in relationship to HOPE VI Projects:

- Martin Luther King, Philadelphia, PA 109 units
- Schuyklkill Falls, Philadelphia, PA 135 units
- Mercer County, Farrell, PA 26 units
- Wellington Ridge, Chester, PA 26 units
- Gateway Crossing, Hagerstown, MD 110 units
- Baldwin's Run, Camden, NJ 219 units
- Newport, Newport, KY 65 units
- McCallie Homes, Chattanooga, TN 110 units

m. Energy Audits – The ACHA and the developer, Falbo-Pennrose, have extensive experience in the area of energy audits. The Pennrose Service Company conducts energy audits of completed units. Such audits can include blower door tests, analysis of utility bills, monitoring the usage of utilities, etc. The ACHA has retained Honeywell Inc. as an energy conservation consultant. The goals of Honeywell Inc. are to reduce energy and operating costs to ACHA's developments, remove financial and technical risk, have projects that are self-funding, and have the contractor meet the HUD guidelines for performance contracting. In these goals, it is the ACHA and Honeywell's intention to provide energy efficient and environmentally comfortable conditioned spaces for the clients of the ACHA.

B.7 PHA Plan

The Revitalization Plan for Ohioview Acres is incorporated in the PHA Plan. The official

notification of the approval of the plan by the Pittsburgh Field Office was dated September 9, 2002.

Exhibit C: NEED

C.1 Severe Physical Distress.

a. There are major deficiencies in the project's infrastructure, roofs, electrical, plumbing, heating and cooling, mechanical systems, settlement, and/or other deficiencies in Housing Quality Standards.

Ohioview Acres is a 250-unit public housing development that sits in isolation at the edge of a single-family neighborhood. It is a high density, severely distressed property that despite the best efforts of a high performing housing authority only has a 55% occupancy rate. It is the remaining property owned by ACHA that has severely outdated and inadequate infrastructures and basic systems with major deficiencies.

The property is limited by inadequate street patterns and 60-year old structures that cannot be made physically compatible with the surrounding neighborhood. The physical condition requires an extremely high degree of maintenance just to keep it operational. Its residents view this development as a last choice in housing in Allegheny County due to the physical appearance and the conditions that exist in spite of major maintenance efforts by the ACHA. The major structural and design problems that are detailed below cannot be remedied through renovation that is cost prohibitive.

A cosmetic renovation of the building skin, consisting of new roofing, new gutters and downspouts, and in some cases new vinyl siding, was completed fifteen years ago. While these well-meaning repairs improved the appearance of the units, the underlying structural problems were not addressed and continue to be problematic. Combined with the fact that these previous improvements are reaching the end of their useful life expectancies, the ongoing deterioration places the units in the category of being "beyond reasonable repair."

The roofs were replaced with asphalt shingle fifteen years ago. Since that time, several roofs have had to be repaired due to continuous leaking. All unit roofs are rapidly nearing the end of their useful life expectancies. In addition, the roof areas and exterior walls have no insulation causing a major loss of efficiency for the heating system and an extraordinary energy loss.

The dwellings are built on a concrete block foundation raised above grade anywhere from 1" to 24". The wood joist floor framing is directly above this small, cramped crawl space. Except for the access hatch, the crawl space is not ventilated and consists of a dirt base with no vapor barrier and minimal insulation. Most of the units have a vent cut into the foundation to provide access to the crawl space. Regardless, the access is woefully inadequate and in some instances, repairs to plumbing must occur by ripping up the floor in order to gain workable access. These foundations are problematic for several reasons:

1. The water lines and sanitary lines have a tendency to freeze;
2. Rodents, cats and skunks make homes in the foundations;
3. Termite damage is severe in many of the units;
4. Termite infestation is continuous; and
5. Moisture problems in the crawl spaces have caused rotting of the floor joists and subfloor in a substantial number of units.

Substantial and progressive settlement problems exist in many of the units, a condition that can be observed in the cracking of the brick veneer. The floor systems of the units are consistently "bouncy" and undersized. In many of the units, the first floor level is perceptibly "spongy" due to moisture and termite damage to the floor joists and sub-floor. Rotted sill plates, joists, and wall studs, disintegrating plywood sub-floors, buckling flooring, and stair framing

pulling away from the walls were all observed in many units during a recent walk through. There is no solution for fixing the cramped crawl space condition since most of the crawl spaces are too small for the type of access required to properly damp proof, insulate, and secure.

Although much of the exterior was previously "spruced up" with vinyl siding, much of that siding has been damaged as the result of fire, vandalism, and inevitable age deterioration.

The units are heated individually by forced air furnaces. The furnaces have been replaced on an as needed basis and are generally in poor to very poor condition. No air conditioning is available, and in most cases, window unit air conditioners are not permitted because they block the only secondary means of egress out of the room. Many of the heating registers are not properly sized to invite proper air flow. Bathroom ventilation is inadequate because of non-existing air vents; the only ventilation accessible is through the bathroom window.

Because of the age of the gas lines, interior gas line leaks are a constant major problem and threat. The outdated bathroom fixtures consisting of a wall-mounted sink, a commode and a bathtub, are in very poor condition. In most cases, the original five-gallon commode, tub, and sink still exist in the unit. The bathrooms have no showers. Despite the fact that residents desperately want showers, adding a shower would be difficult because the tub is on the exterior wall, with a window above the tub area. Many of the tubs do not have waterproof tub surrounds. Residents have added hand held showers and shower curtains, causing water damage to walls, encouraging mold and mildew. Many of the tubs no longer have drain closures that are functioning forcing residents to use rubber stoppers to keep bath water in the tubs.

Electrical service in each unit is at a minimum level (100 amps). The electric service entrances are a constant major problem. Rain enters the breaker area, and over time, rust causes a burnout of the main breaker, cutting off service to the unit. These electrical problems are

addressed immediately on an as needed basis. All of the main entrances and services have to be replaced.

Most of the units do not have stationary overhead light fixtures in the main rooms, forcing residents to use and abuse (using too many extension cords) wall outlets for lighting. GFI outlets in kitchens and bathrooms are inadequate. All units have an inadequate number of electrical outlets needed for family usage. Bedrooms only have one electrical outlet.

b. There is inadequate drainage, deteriorated laterals and sewers, and/or inappropriate topography.

The downspout and gutter system consists of roof edge mounted aluminum gutters, with aluminum downspouts leading to splash blocks at the corners of the dwellings. The rainwater from the roofs is dropped directly at the foundation of the house, and in most conditions, the grade is not suitable enough to direct drainage away from the dwelling. The lack of a system to remove water from the immediate foundation area has contributed to serious structural and moisture problems in nearly all of the units. The moisture collection in the crawl spaces has severely deteriorated the floor structure of the units. There is no existing system of storm sewers that can be used for the downspouts.

Site plumbing is a constant problem due to the age of the major water lines and laterals. Main breaks are a constant and costly maintenance problem. Due to poor initial planning of the sanitary laterals, some units experience frequent back ups from toilets and drains. In one section of the development, back ups caused flooding of some of the units because of the locations of the laterals. Units experiencing this deterioration cannot be and are not occupied.

The site has extremely uneven and steeply sloping topography. Poor street drainage has caused ditches and soil overflow onto the sidewalks, which are in poor condition as a result of

the drainage. Due to the design and slope of the topography, residents are forced to walk across the site in direct routes rather than using the walkways. The roots of the large trees are causing upheavals in sections of the sidewalks thus increasing the propensity of pedestrian accidents, retarding visitability, and causing other associated hazards. The property is on rolling terrain that has a 30-40 foot variance.

c. The project has major design deficiencies.

Besides the ongoing damage caused by inaccessible crawl spaces and the age and wear deterioration of the units, the original design of the site and the dwelling units is no longer acceptable to the market or practical.

The units are too small to support family life. The three-bedroom units (943 square feet) have a living room and a kitchen/dining area that is cramped and inadequate for a family of four or more. There is only one bathroom per family; this is inadequate to meet the minimum expectations of the market. As previously mentioned, bathrooms lack shower facilities. Bedrooms are small (as small as 10' 9" x 9' 8") and lack adequate closet space or space for desks or the privacy needed for doing homework.

The kitchen counter and food preparation working space are insufficient and inefficient. There is virtually no storage or cabinet space for food, dishes, and other utilities. The only area for a kitchen table blocks the kitchen work area. The washer and dryer hook ups added in past decades are in the kitchen eating area. If residents have washers and dryers installed, the space becomes too small for a table and chairs for a family of four to sit down and eat together.

Ohioview Acres was built in 1942 as temporary housing for war workers serving in the defense industries along the Ohio River below. In that year, a vacant hilltop site was quickly graded and two roads were laid out, lined with sets of tiny one- and two-story townhouses and

terminating in dead-ends when the grades got too steep to extend them any further. No one expected the housing to be around this long so no effort was expended on any amenities to support family life long term. The buildings remain plain wood frame boxes, some faced with brick and others with siding. The temporary nature of the construction, along with the remote location and forested perimeter, combine with the haphazard placement of the two roads to give the site a visual of summer camp informality. Back yards blend into front yards, with unlighted and ill-defined parking areas between them, and kids roam freely across the site. While this open air, summery context might offer some advantages for preschoolers, any advantages quickly dissipate as drug dealers take over the indefensible landscape in the evenings.

Crime has intermittently increased only to be beaten back with varying intensity over the past few years. It has been reduced recently as police patrols were increased and a guard booth was installed to "gate" the community. But a patrolled, gated, guarded community is antithetical to the idea of a neighborhood and has only increased the isolation already present due to steep topography, poor access, and economic and racial segregation.

Currently the utility bills for the individual units are not monitored separately; they are combined with a nearby elderly high-rise as one master meter. The units lack insulation in the roof and the walls. The units have marginal, damaged insulation in crawl spaces, allowing cold air to come up from the floors. The units have older windows with damaged and missing caulking. The furnaces and hot water heaters are of varying ages and low efficiencies. The units are totally inaccessible for persons with disabilities.

Units are not visitable except for those modified by ACHA for accessibility. All have steps to the units with doors that are too small. All lack first floor bathrooms. A few units have been renovated to be marginally accessible for an individual, but are inadequate. Long ramps,

inadequate bath facilities, and small size make them very undesirable. There are no units that are fully accessible for family life.

c. there are extreme levels of unmitigated lead-based paint, PCBs, mold, and/or asbestos that make the site or a portion of the site and its housing structures unsuitable for residential use.

We have performed additional environmental testing at Ohioview Acres in preparation for this grant application. The ACHA contracted with GSP Environmental Sampling, Inc. to conduct and complete a follow-up hazardous material inspection of all units at Ohioview Acres. During the inspection, GSP indicated that a suspect Asbestos Containing Material (ACM), including transite panels, plaster, and batting insulation exists throughout the units. Mold/mildew and asbestos were also found throughout the units at Ohioview Acres and are in immediate need of removal.

The materials found are causing a dangerous and unsuitable situation for the residents that reside at Ohioview Acres. The removal of these materials is imperative for the correction of this hazardous situation facing the residents of Ohioview Acres.

The presence of the hazardous materials has attributed to the long-term vacancy of housing units at Ohioview Acres, making the units unsuitable for occupancy. It is one of the factors that has led to a high vacancy rate (45%) at the Ohioview Acres Development. The ACHA will accomplish the abatement and remediation of these materials through the proposed demolition.

C.2 Impact of the Severely Distressed Site on the Surrounding Neighborhood

Ohioview Acres is a 250-unit public housing development that sits as an isolated, high density, largely minority site in a non-impacted neighborhood that is predominantly composed of

single-family homes laid out in a traditional grid pattern. It is totally out of character with the surrounding neighborhood.

The development is located in the small community (6,706 population) of Stowe Township. Stowe Township is impacted by a large number of public housing units (250) in a single location in a non-impacted community. The impacted area of Stowe Township has working class families residing in single-family detached homes. Most of the homes were built before 1939, but on the whole they have been well maintained.

Ohioview Acres is isolated in a residential neighborhood void of commercial development in its immediate area. Poor transportation resources prevent the residents from accessing areas where commercial activity is taking place. Residents must either walk a half-mile or more to catch a bus or pay high rates for limited taxi/jitney services just to shop for groceries and other basic needs.

Census data shows that the median household income of Stowe Township is $29,688. The median income in Ohioview Acres is $7,132 (only 24% of that for the township) with many of the residents having either limited or no income at all. The need for a comprehensive employment program is very evident.

The population in the surrounding neighborhood of Ohioview Acres indicates that more than 33% of the inhabitants are over 55 years of age. This statistic reflects the demographics of Allegheny County that has the second largest elderly population in the nation (17.8% in 2000). In direct contrast, the Ohioview Acres population is less than 4% elderly. By way of contrast, the majority of the Ohioview Acres resident population is children under the age of 18. They represent 60% of the residents at Ohioview Acres.

The entire community struggles with non-accessible conditions due to the very steep topography of the land. Improved street designs would improve the access to public transportation.

The impact of this housing on its surrounding neighborhood is most clearly seen by comparing the immediate housing that backs up to the site with the neighborhood immediately across McCoy Road. While the sad post war cape cods around the site have seen little in the way of recent home improvements, home improvements are very evident in nearby McCoy. A walk through the neighborhood reveals new dormers, complete new second floors, decks and double decks, new "Florida Rooms," side yard extensions, fencing, landscaping, and even some new garages cut into the steep slops adorning the older cape cods within a few blocks of the site. Few improvements can be seen nearby and almost none on contiguous parcels to Ohioview Acres.

Real estate prices confirm what the observations suggest about value of property near Ohioview Acres. The development has always been isolated from the neighborhood and the surrounding homes. The property values from the local property value listings indicate that the privately owned homes, single-family and detached, immediately adjacent to the housing site sell for an average of $35,000-$45,000 based upon the current listings. This is significantly lower than housing located several blocks away along McCoy Road in Stowe Township that are selling for $70,000-$80,000. Homes in Kennedy, the adjoining township less than two miles away, sell on average for $100,000 and above. Newly constructed homes bordering Stowe Township and Kennedy Township are selling for a minimum price of $125,000 per home.

The pattern is very clear in that a house increases in value the further its proximity from Ohioview Acres site.

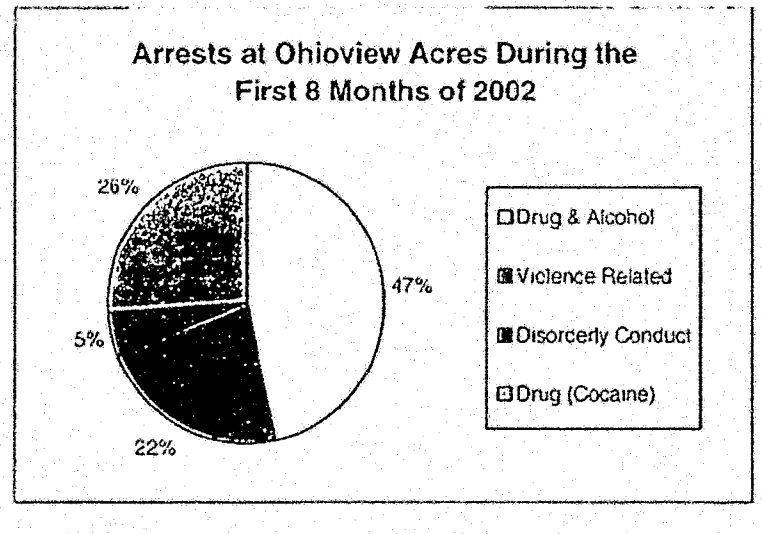
Ohioview Acres is very different in structure from homes in the surrounding community. The deteriorated institutional look of the buildings represent stark contrast to the single-family detached homes owned by people in the neighborhood.

Another striking statistic is that the families comprise a very high concentration of public housing occupied by very low-income residents. The median income of Ohioview Acres residents is $7,132 compared to the median income in Stowe Township of $29,688. Allegheny County's median income statistics are even more disparate: $38,329. Ohioview Acres represents dense and impacted housing that is situated in a non-impacted neighborhood. The different income levels indicate that a high percentage of Ohioview Acres residents (over 98%) have incomes that are either at or below 50% of the median income for the area.

The demolition of this high-density and severely distressed housing will have an extremely significant and positive impact on the value of housing in the community. The level of investment in home improvements also increases in direct correlation to its distance from Ohioview Acres.

The available information on crime statistics is limited. The Stowe Township police department does not have computerized information. We were able to obtain the following raw data about criminal offenses in 2001 at Ohioview Acres, as reported by Stowe Township personnel who are contracted to police Ohioview Acres:

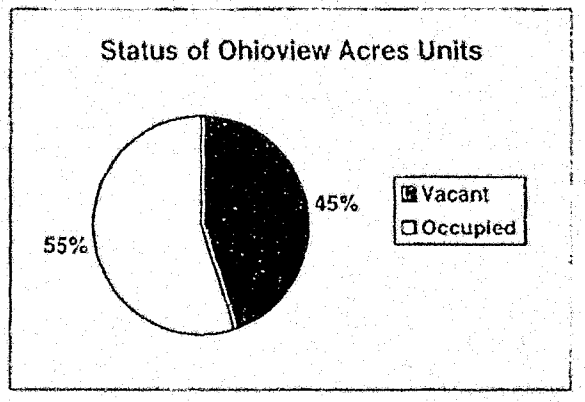
- There were 91 actual arrests made - 20 drug & alcohol violations, 18 violence related arrests, 16 disorderly conduct and 4 drug (cocaine) arrests.
- During the first 8 months of 2002, police reported 106 total arrests - 36 were drug & alcohol violations, 17 arrests were violence related, 4 arrests were made for disorderly conduct, and 20 drug (cocaine) arrests.



During the first ten months of 2002, there were 63 lease terminations for drug and criminal related activity at Ohioview Acres.

Stowe Township police have indicated that Ohioview Acres experiences a very high or disproportionate number of calls for drugs and criminal activity compared to the rest of the township. Even though our units comprise less than 3% of all families in Stowe Township, most of the drug-related activity is centered in Ohioview Acres. These activities continue even though ACHA has a guard gate at the entrance to the development and the development is heavily patrolled by township police. Our discussions with the Stowe Township police confirm our assessment that Ohioview Acres is the primary source of drug related activity in Stowe Township.

The vacancy rate at Ohioview Acres is 45% with 111 units presently unoccupied. This is the worst among all ACHA sites. No modernization, other than that required for emergencies, is scheduled for the development. Modernization activities for this site are cost prohibitive due to the age of the structures and the volume of deterioration.



Like a lot of public housing, Ohioview Acres was constructed during World War II for working class families. In 1942, Ohioview Acres was typically occupied by families of four consisting of two adults and two children. This demographic profile remained constant until the mid 1970s. In December 1994, the development had an occupancy level of 87% and was non-racially identifiable. Since that time, major change has taken place. Today, many Ohioview Acres residents rely on public assistance as their primary source of income. Ninety percent of the families have female heads of household. The racial mix has changed from a predominantly Caucasian community to one that is 74% African American.

Ohioview Acres experiences contrasting characteristics from the surrounding neighborhood. The size and stark contrast of 250 deteriorated and institutional looking buildings has a dramatic impact upon the community. The high density concentrates the very poor in an isolated area of Stowe Township that stigmatizes Ohioview Acres as a depressed, crime infested community that negatively impacts the housing surrounding it.

While the impact on the neighborhood has been limited by Ohioview Acres' isolated location on a steep hilltop, as conditions continue to deteriorate, the effect will increasingly spill over into the larger community. Private homes in the area will continue to decrease in value and will sell below the homes in neighboring communities and areas of Stowe Township where no public housing is located.

Housing in areas farther away from Ohioview Acres has continued to increase in average sale prices. Modernization, even though cost prohibitive, would not change the perception of the development. Modernization would also fail to influence the racial and economic diversity of the existing site. The impact upon the area housing prices will change only when and if the area is completely revitalized.

Several compelling reasons exist for ACHA's decision to totally demolish and rebuild Ohioview Acres into a new and revitalized community:

- The exorbitant costs associated with rehabilitating existing units exceed the replacement costs of new units;
- The best conceived and executed rehabilitation project would address only a small number of the many issues that affect the quality of living for Ohioview residents and the surrounding neighborhood;
- Although partial demolition and rehabilitation could conceivably reduce public housing density, it will not alleviate the concentration of poverty, it will not promote racial diversity, and it will not change the fact that it is a public housing development;
- Rehabilitation does not address the physical isolation of the site; instead, it conveys a concept analogous to remodeling a home that needs a new foundation;
- The majority of the structural deficiencies, deterioration, and design deficiencies cannot be remedied; and
- The Ohioview Acres site is a highly desired piece of real estate. Scenic views that offer a real sense of privacy and neighborhood acceptance will contribute to meeting our goals of creating an economic and socially diverse community.

Due to its proximity to Ohioview Acres, the surrounding neighborhood has experienced significant negative impact. The high density, very low-income development has lowered property values, has increased the levels of crime and drug activity, and has prevented new development from occurring through either property renovations or the development of new housing. Homes in the immediate vicinity of Ohioview Acres have neither been renovated nor had additions built like other housing further from the public housing development site. This has had a severe impact on the homeowners. Property values are lower than those in the surrounding neighborhoods. The quality of life that these homeowners are experiencing has greatly diminished from years past. The steady decline in quality of living for the homeowners, many of whom are elderly, is significant. The disparity, in the comparative value of their homes with those in the surrounding neighborhoods having very similar census data characteristics, suggests that the primary distinction is the presence of Ohioview Acres. If the site were demolished and replaced with a mixed-income community, the consensus is that the neighborhood would experience a remarkable transformation. Property values would increase, renovations and property additions would likely occur, and undeveloped areas would experience development activity. The impact of Ohioview Acres on the neighborhood cannot be exaggerated; the site is a negative for the neighborhood and demolition is the only feasible solution if social and economic enhancement is to occur.

Ohioview Acres stands at a crossroads. While the site is a highly desirable piece of real estate with scenic views of the landscape, the fact that it remains a public housing development limits its viability. The site could offer a sense of privacy and become a real positive in the community. Its design, high density, and high crime issues have made Ohioview Acres an undesirable, unattractive, and uninviting site that is an isolated deterrent to any kind of positive

activity. The fact that Ohioview Acres' residents are very low-income ($7,132 average income) households just adds to the negativity that is impacting the neighborhood.

As we stand at the crossroads, our decision is whether to let this site remain in its present state of negativity with no place to go but down or to integrate the site into the broader community with mixed-income housing. The proposed mixed-income housing in this application will bring a continuity of design and services that will benefit an entire community, turning it into a real neighborhood of social and economic integration.

Our proposal for the revitalization of Ohioview Acres draws people back to a community that was once isolated, frozen in time, and deemed as neglected forever. We plan to change the perception demonstrating how a community can be turned around to achieve greater economic and social integration.

C.3 Obligation of Capital Funds.

The ACHA is not a Moving to Work site; however, we quickly obligate and expend our capital funds.

C.4 Prior HUD Public Housing Grant Assistance.

The prior public housing assistance expended at Ohioview Acres totals $12,359,149. This averages only $205,986 a year or $824 per unit for the 60 years of Ohioview Acres' existence.

C.5 Need for Affordable Housing in the Community.

We have completed a 30-day examination between August 1, 2002, and August 31, 2002, of apartment listings in the Pittsburgh Post-Gazette for our jurisdiction. The average rent for three-bedroom apartments is $1,215. The FMR for a three-bedroom subsidized unit in the Pittsburgh MSA (including Allegheny County) is $810. The average market costs are 150% of Section 8 fair market rents. The rent analysis was conducted by Bert Lauble Realty. Bert Lauble

reviewed the rent analysis for this application and verified that the information justifies the need for affordable housing.

EXHIBIT D: RESIDENT/ COMMUNITY INVOLVEMENT

The ACHA has actively engaged the residents of Ohioview Acres and the neighborhood in discussions and planning for the HOPE VI grant application. Prior to the NOFA, meetings were held on site on April 30, May 29, and June 26, 2002. The first training session conducted since the funding was announced for this year was held on July 31, 2002, at 6:00 p.m. on site at Ohioview Acres. Child care services, transportation, and translation services (for the hearing impaired) were made available. The meetings were publicized in several ways. Flyers were hand delivered to residents' units at Ohioview Acres. Information was made available at the on-site management office and the community services center. Meetings were publicly advertised in the local newspaper as well.

An overview of the HOPE VI planning and implementation process was presented at the meeting as well as an explanation of what HOPE VI involves and why the ACHA decided to select Ohioview Acres for demolition. The physical plan and the intent to demolish the entire site were explained to the residents as well as the timeline for the application and the anticipated schedule of events. Residents and members of the surrounding community were given detailed explanations regarding the community and supportive services available to them before and after demolition. They were told what would occur after their return to the revitalized site and relocation issues were made very clear. Residents and members of the surrounding community were asked to sign an attendance list. Minutes of the meeting were taken.

Similar meetings were held on August 15, August 28, September 2, September 19, September 25, and October 2, 2002. Sessions were held with the architect to allow residents' input into the redesign of the site and its units. A meeting was held with residents so we could listen to their concerns and gain their input on Section 3 and employment opportunities. On

September 25, the meeting focused on Relocation. The October 2 meeting focused on Section 3. Meetings were held on October 30 and November 20 for residents to review the final plan. All meetings were held in accordance with HUD guidelines.

Special activities, including a very successful barbecue, were held to attract residents to the meetings. The barbecue was especially appealing to the families and it provided the stimulus for getting them to the meetings in larger numbers. We continued to employ innovative techniques, such as the workshop format, at these meetings so that we could build upon the residents' level of enthusiasm and interest.

At the first workshop, the design team first prepared large scale drawings to illustrate the existing site and a variety of potential revitalization plans, all presented in a conceptual manner, in order to elicit response from both residents and community members. The design team told the story of HOPE VI, as a concept created in Congress, and as an approach employed by housing authorities around the country. They included images of successful HOPE VI housing that had recently been developed in Buffalo, NY, Elizabeth, NJ, and Philadelphia, PA and proposed in Chattanooga, TN, Hagerstown, MD, and Camden, NJ. The same developer team selected for Ohioview Acres designed the latter examples.

The residents were also taken on a tour of McKees Rocks Terrace, an earlier HOPE VI development in Allegheny County. Next, a planning charette was held (the smoky scents of a catered barbecue wafted over the development to attract more residents to the session). The participants were broken into groups at three long tables, each with a specific assignment. Utilizing plans of the existing homes at Ohioview Acres along with a collection of possible new unit plans, participants at one table were first taught to "read" architectural plans, developing

skills in interpreting "scale" and the language of the plan (door swings, window openings, wall types, furniture, fixtures, etc.).

In order to make this a "hands on" session, an existing two-bedroom row house plan was blown up very large and a participant who lived in that unit was "volunteered" to discuss life in her home. The participants were then asked to comment on alternative arrangements – combining kitchens with dining rooms, separating kitchens from living and dining rooms, the location of laundries in a unit (upstairs or downstairs), the relation between the unit and parking, the advantages or disadvantages of fences, and other elements of housing design.

At a second table, participants worked with a very large site plan of existing and proposed conditions accompanied by a large scale model of different housing types – single-family detached houses, stacked unit blocks, semi-detached houses, and row house blocks in two and three story configurations. These brightly colored block models, used as toys and games, were also especially successful at attracting children to the workshop. The participants were able to set up alternative arrangements of housing – on curving streets, straight streets, narrow and wide, short and long. They were able to set up patterns – some with side yard parking and others with alleys. With guidance from the design team they were able to quickly assemble whole areas of the site at various densities as a way to comprehend the physical implications of those densities.

Finally, they were able to reach conclusions about preferred density and block arrangements that ultimately were included in this HOPE VI application.

A third table was devoted purely to CSS. After an hour, we played musical tables and everyone shifted to a second and then a third table so that all participants worked on all the issues. At the end of the evening, a participant from each of the nine groups, selected as a

spokesperson, presented the findings and discussions from their table and a general discussion ensued.

A third workshop was used to present to the community sketches of proposed plans for units and for the site that reflected the comments and conclusions that had been reached at these earlier charette planning sessions.

A fourth workshop presented the "final" plan for the site and the units that were ultimately included in this application.

Residents of the neighborhood were invited to meetings at Ohioview Acres and they participated in all the meetings. All meetings were held in barrier-free facilities that provided easy access for the elderly and people with disabilities. Meeting participants represented all segments of the population – adults, youth, elderly, and people with disabilities

Meetings were also held individually and collectively with service providers and others in the Ohioview Acres community. A presentation on HOPE VI was made to municipal officials of Allegheny County in order to gain their input and involvement. Meetings were also held with individual property owners and neighbors so they could develop a full understanding of the HOPE VI program

The ACHA has established a CSS Advisory Committee that represents a broad-based group of Ohioview Acres residents, neighborhood residents, and interested stakeholders from the community. This broad-based group will meet regularly during the entire period of the grant and will remain in existence long-term to serve in an advisory capacity on decisions that could affect the community. Residents agreed to place several members on a Community and Supportive Services Advisory Committee that was established to provide input on an on-going basis during

and after submittal of the HOPE VI grant application. We want to continue our excellent resident/community consultation process after this application is funded.

The Ohioview Acres Resident Council's officers attended each meeting; the Resident Council monthly meeting was one of the forums where a full presentation on HOPE VI was made. The Council has several representatives on the CSS Advisory Committee and is supportive of the HOPE VI grant application. Ohioview Acres is two miles from another HOPE VI site so the residents are quite familiar with the before and after effects of a HOPE VI grant and given the opportunity to tour other Pittsburgh HOPE VI sites. This visual experience is extremely significant because it affords the Ohioview Acres residents an opportunity to envision what HOPE VI can do for their community. Familiarity has encouraged Ohioview Acres residents; they are very supportive and express a sincere willingness to work cooperatively as team members to bring HOPE VI to their community. The residents voted on the key decisions affecting the HOPE VI Program including the decision to have residents move off-site during revitalization.

The ACHA scheduled numerous meetings with residents that more than double those required by HOPE VI guidelines. The meetings were scheduled with input from the residents and the members of the Resident Council. Information about the meetings was disseminated in a number of ways: flyers were sent out, notices were posted, door-to-door visitations were made, public advertisements were placed in the newspapers, and time was given for the most effective means of communication in public housing - word of mouth - to spread. The goal was increased participation, a feeling of being included from the beginning, and the opportunity for the residents to have direct involvement in the process of positive change. All meetings were held on site in the immediate neighborhood in barrier-free facilities with people providing childcare,

transportation, and translators for the hearing impaired. Foreign language translators were not necessary due to the ability of all attendees to speak and understand English.

The communication between ACHA and residents has been extensive and effective. Residents have been given computer access to the HUD website on site at the community services center and copies of the HOPE VI NOFA have been made available to the residents. Training and capacity building were and will continue to be provided to residents throughout the development and implementation processes of this HOPE VI program.

Public housing and neighborhood residents have participated on a regular and consistent basis. They have teamed with other interested persons in this common vision of bringing change to their physical and social environments. Their enthusiasm was visibly apparent when they attended meetings. The positive attitudes and willingness to cooperate are remarkable. The meetings will continue to be held to provide regular feedback with progress reports during the design and developmental phases. Information is available to persons participating in the revitalization process through effective and timely communications. We will deliver conventional and innovative methods of communications that are available through the websites, exercising full advantage of delivering ongoing training to the residents.

The training and technical assistance on HOPE VI has been extensive. Interested parties are members of the Community and Supportive Services Advisory Committee that is tasked with the responsibility of providing input and advice on the revitalization plan.

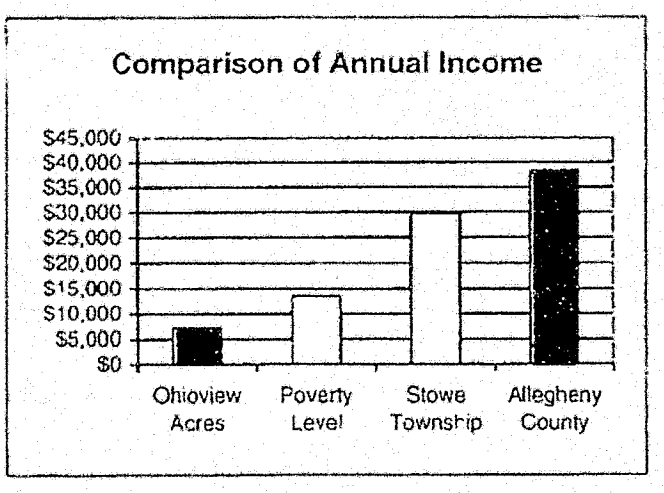
The ACHA has held meetings where residents as well as other parties have had input at each stage of the process. While we anticipated concerns raised by the residents and others, no specific opposition was voiced in response to the overall goals of this HOPE VI grant application. Consensus and commitment prevail.

EXHIBIT E: COMMUNITY AND SUPPORTIVE SERVICES

E.1 Community and Supportive Services.

The need for these services is based on data collected by the ACHA from the MTCS system and a Resident Survey. This Community and Supportive Services Plan was developed in response to the detailed survey and will be described specifically in this section.

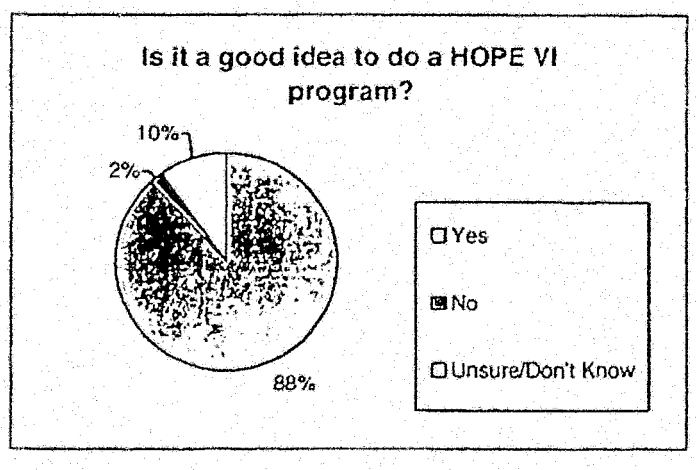
September 2002 MTCS data indicates that the average Ohioview Acres household size is 2.7 persons with an average household income of less than $7500. The latest United States census data establishes the poverty level for a family of three at $13,537 in Allegheny County. Thus we can state that the average family residing at Ohioview Acres lives at only 54% of the poverty rate. Another way of looking at it is that the average Ohioview Acres family earns only 19% of what an average family in Allegheny County earns. It remains clear through this documentation that Ohioview Acres residents are in dire need of an economic self-sufficiency plan that culminates into an effective and resourceful CSS Program Plan.



In early September 2002, the ACHA conducted a Resident Survey at Ohioview Acres. The primary objective for conducting the survey was to update information and to confirm individual needs, as identified by each resident, for input into this HOPE VI grant application.

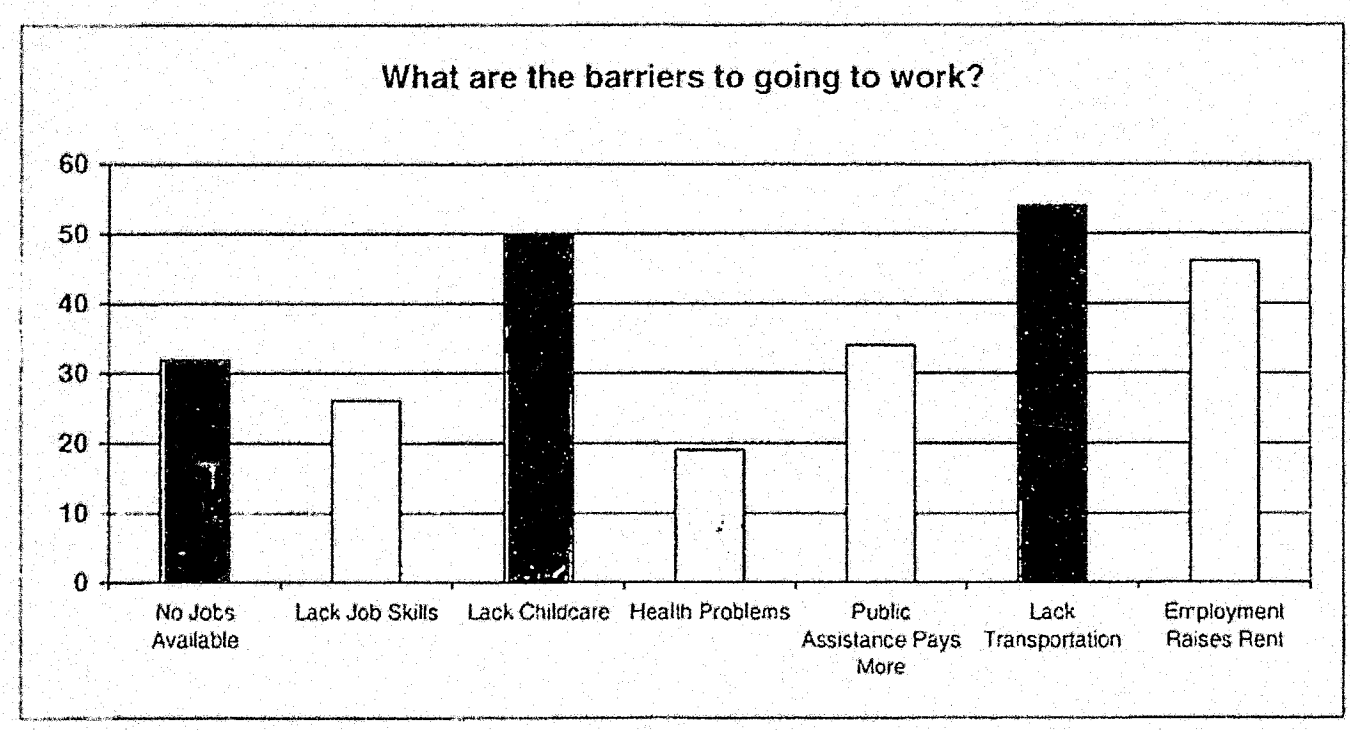
We learned that a resident's willingness to respond to surveys is contingent upon what has occurred in the past with the collected information. Our 88% (110 of 125 residents) response is encouraging and represents a partnership with the residents that will evolve into a successful strategy having positive results.

The survey indicates that 88% of the respondents believe that a HOPE VI program is needed and wanted at Ohioview Acres. The residents have expressed this positive response in writing on the survey and through strong vocalized support in resident meetings. The residents are knowledgeable regarding other HOPE VI revitalization activities within Allegheny County and the City of Pittsburgh. They are enthusiastic, cooperative, and motivated by the potentiality of their significant roles in the concerted efforts to revitalize Ohioview Acres.



The residents cite employment and related employment-assisted services as their greatest need. Demographics support this assessment. Only 40% of Ohioview residents are employed. 55% of the aforementioned 40% are employed full-time (22% of the total resident households) and 45% of the 40% are employed part-time. The residents recognize their need for employment; they are young (note that most of the population is between the ages of 18-34) and understand that age is not a barrier to their self-sufficiency. They have identified transportation, job training

and education, employment placement, child care, and job readiness as the major barriers to employment that they are experiencing.



As indicated above, the Ohioview Acres population is young; 62% are between the ages of 18-34. They are at a critical age where they could realize marked improvements in their employability, career development, and wage earning years. Employers view representatives in this age group as "trainable," "educable," and "adaptable." Our goal is to prepare our Ohioview Acres residents to take full advantage of this positive position

The CSS Team consists of ACHA staff, our consultants, CSS Partners, and other provider agencies. The CSS Advisory Committee comprised of Ohioview residents, partner agencies, and residents from the neighborhood will provide oversight and ongoing input into the CSS Program Plan. The development and implementation of the comprehensive Ohioview Acres CSS Program Plan will be coordinated through ACHA's Resident Services Department. They will work closely with the Ohioview Acres Resident Council and the CSS Advisory Committee that is

responsible for reviewing and providing input on all plans related to the self-sufficiency program.

The ACHA has more than sixty years of experience in providing support services to public and affordable housing residents. This, plus our experience with two HOPE VI programs, gives us an ability to quickly assess and revise our CSS Program Plan so that targeted goals are realistic and achievable. We have the additional expertise of our developer, Falbo-Pennrose, who has coordinated numerous HOPE VI CSS efforts in multiple communities of various sizes with diverse services and providers.

An experienced Director who has over twenty-three years of experience leads the Resident Services Departments. The Director will supervise the implementation of the CSS Program Plan for the HOPE VI Ohioview Acres project. The Department plans to hire a full-time HOPE VI CSS Program Plan Coordinator to provide the necessary day-to-day management. This person will have a well-documented, proven track record and will be required to establish acknowledged proof of providing public housing residents with services that are timely and efficient.

In addition, ACHA has experience in case management through the Family Self-Sufficiency Program in both the Housing Choice Voucher Program and in the Public Housing Program. Currently, we have two FSS public housing case managers on staff. As a result, Ohioview Acres residents are on-going recipients of supportive services that will be expanded with the award of a HOPE VI grant. Together, ACHA and our residents recognize that the foundation of a healthy neighborhood rests on the general tenets of employment and employability. The self-sufficiency infrastructure (housing, transportation, education/training,

child care and youth services, and resident empowerment) is the pathway to building upon and strengthening the foundation.

The Ohioview Acres Community and Supportive Services Program is designed to move as many residents as possible into full/part-time employment and permanent self-sufficiency while providing simultaneous support services that strengthen and rebuild the community into a viable, vibrant neighborhood. The ultimate goal is to provide every resident with opportunities to access the resources needed to reach employment potential. We want to build residents' confidence and strengthen their resolve so that they can experience continuous and step-wise progress and success at developing skills that lead them to economic self-sufficiency.

The ACHA CSS Plan emanates from the comprehensive Resident Survey we conducted between August 27 and September 7, 2002. The Plan does the following:

1. Provides case management within 30 days from the date of the grant award execution;
2. Ensures that all residents receive intensive case management before they are relocated;
3. Earmarks and tracks the latest, most effective approaches to economic development;
4. Develops services to every age group according to needs;
5. Responds to basic educational needs, job training, and supportive services;
6. Brings all of these services together in a "one stop shop" concept;
7. Monitors the effective progress of the individual, family and community as a whole;
8. Routes individual feedback to the residents through the evaluation instruments designed by the University of Pittsburgh's School of Social Work (a COPC grantee); and

9. Integrates all services together into one centralized and core feedback location at the newly expanded Community services center.

What we are proposing may not be new but it is better, more efficient, more comprehensive and is written from specific HOPE VI experience, especially as it relates to community and supportive services. We plan an aggressive outreach, recruitment, assessment, and case management response to all resident needs identified by the majority. We also plan to address the specific and often isolated needs of the individual resident who sees barriers that though not in line with "group needs" may have a significant, paralyzing impact upon personal self-sufficiency. Our philosophy of ***"residents first and always"*** prevails in this CSS Plan.

Residents will seek and find the type of meaningful employment that gives them an opportunity for building careers in work environments where they can experience success that is achievable, portable, and life enhancing.

Residents who are underemployed will understand the significance of building a career, acquire the tools of self-assessment (where do I go from here and what do I need for the next step?), and learn career mapping and mobility skills.

Residents will learn that whether or not they are currently employed, they must always seek the next opportunity that will lift them to a higher level of employment.

Residents will receive clear knowledge of their wage potential through a thorough examination of what the marketplace pays for certain skills and experience. They will receive clear indication of the salary scale for their employment choices.

Residents will receive counseling so they can understand that their economic self-sufficiency has a wide impact upon their children, their neighborhood, and their community. We

want to give residents a more global and less parochial view, letting them experience the vision that the ACHA has for their lives now and beyond HOPE VI.

The ACHA is initiating efforts to stabilize Ohioview Acres by inviting representatives of the surrounding neighborhood to participate in all activities. Allegheny County has come forward as a major partner to provide increased resources that will be utilized with the service providers to create a match for social services, job and/or business development services, economic development and various housing initiatives that will truly revitalize this neighborhood.

The next step is to tie education and training into the self-sufficiency program. The program has partnerships and collaborative relationships with many service providers for the purpose of continuing and expanding resources available in the neighborhood. The goal is to establish long-term, relevant programs that can be used to foster involvement and participation beyond revitalization.

We have chosen excellent service providers that are committed to our goals and who have been instrumental in supporting employment and employability throughout the geographical area. We feel that these service providers will make a commitment to sustaining programs long after HOPE VI.

The programs and services proposed under the Community and Support Services Program Plan are being structured so that they will be maintained on a permanent basis once the HOPE VI grant is closed. Service providers are being asked to utilize ACHA's funding as grass root resources that will cover start-up costs. The responsibility lies with each service provider to go beyond start-up and establish a long-term successful operation. We are fortunate in that most of our service providers have worked with us long enough to know that long-term participation

and effectiveness remains necessary once construction is completed. Our service providers bring needed, quality services that represent the mainstay of most job placement programs.

We are committed to the recruitment of service providers whose activities supplement those that are already established, who will continually provide the best the metropolitan area has to offer, and who will reach out to new service providers especially in the arts and other cultural entities to create a balanced array of services.

We fully support the already established and active Community and Supportive Services Advisory Committee. The Committee will work with ACHA to ensure that citizens in the neighborhood are kept informed concerning upcoming training, employment opportunities and other relevant, general information. Our CSS efforts focus on intense communication at all levels. We want everyone to know what is going on at any given time.

We will publish a HOPE VI newsletter that keeps residents and all others involved up to date. The newsletter will highlight the progress being made on the program and specific successes. This is part of our overall approach of resident involvement in order to establish effective communications throughout and after the life of HOPE VI. We want the Ohioview Acres residents and those in the neighborhood to use the newsletter as a written link between them. The newsletter will also help relocated residents to feel a "sense of belonging" when they are relocated to other housing during the revitalization of Ohioview Acres

We will coordinate a variety of economic development, educational, recreational and life skills programs on site in the expanded Community services center. We will create a Neighborhood Networks Center on site. We will develop new programs to fill in gaps if services are not available.

We will strictly enforce and create Section 3 job opportunities. The Community and Supportive Services Advisory Committee will be instrumental in monitoring and advertising opportunities to residents. Every effort will be made to hire residents from the neighborhood during the course of the Ohioview Acres revitalization. We have established concrete goals for the hiring of residents so that the global approach does not make us lose sight of "who" we are serving (see Exhibit G. 5 for a more detailed discussion). Residents are our customers.

We will create and enforce a lease with the new community that has provisions requiring families to work toward self-sufficiency and increase their economic well-being and independence.

We will spearhead a coordinated effort with the key service providers to develop a Case Management Program ***immediately*** upon grant award and approval. The Resident Services Department staff will provide oversight and implementation. They will work with the CSS Advisory Committee to ensure inclusion of residents and promote service provider coordination. The program monitoring will include employment, resident skills, certification/degree attainment, and resident participation rates in service programs. In addition, the availability and accessibility of day care and development of supplemental resources will be assessed to ensure program continuity. Residents will work closely with case managers so they can participate in mentoring activities and establish familiarity and working capabilities toward using the Individual Development Plan as a benchmark for assessing self-sufficiency.

We will interview residents individually, prior to their relocation from Ohioview Acres. An Individual Development Plan will be developed, based upon the goals and objectives each resident documents as important for self-sufficiency. The information will be entered into a comprehensive plan that assists the resident in achieving goals while recognizing existing and

future barriers to self-sufficiency. The purpose is to develop a comprehensive, workable case management program that provides each resident with the necessary resources for reaching the goals outlined in the Individual Development Plan.

We will provide housing options to maximize the choices available for interim and long-term relocation. Current residents will be given a preference to return to the new Ohioview Acres. A high percentage (79%) has expressed a desire to return to Ohioview Acres after the revitalization.

True revitalization takes concerted, combined efforts from all involved participants. The Ohioview Acres CSS Program Plan will pursue support services based upon a community needs assessment resulting from the resident survey that prioritizes the following services: employment and job placement, work-based education/training, computer/technology literacy, transportation, child day care, youth recreation and development, and homeownership/budgeting. These requested support services provide the initial focus for the CSS Program Plan.

As residents make improvement toward their self-sufficiency, we will provide the following additional program activities that enhance community and neighborhood developments: neighborhood associations, newcomer gatherings, Ohioview Acres and surrounding neighborhood social/recreational/safety/beautification committees and other community-enhanced interactions. The Ohioview residents will have direct and on-going input into all aspects of the planning, objectives and implementation of our CSS Program Plan. The following chart indicates the key programs which to date are identified by the residents and service providers. We will continue to develop additional programs and services based upon the needs identified by the residents.

Identified Population	Program Description	Agency Providing Service	Description of Program
Youth	Head Start Expansion	Dept. of Health & Human Services (DHS)	Educational programming for children ages 3-5. Objective is to ready children for 1st grade.
	Child Care	Focus On Renewal Dept. of Health & Human Services (DHS)	Will provide slots for child care services on site.
	Youth Job Training	Youth Works	Provides youth job readiness programming, staff training, program evaluation and technical assistance
Youth	Youth Mentoring, Recreation	Youth Places	Provides youth surveys, employment, mentoring, youth recreation, field trips and academic enrichment.
Youth	Recreation	ACHA Recreational Staff	Youth programs for children of all ages. Includes open gym time for residents.
Youth	Recreation	First Tee of Pittsburgh	Uses a platform of golf instruction to engage youth in interesting activity that teaches them core skills like trust, sportsmanship, etc.
Adults/Families	Family Counseling/Life Skills Development	Family Support Center (DHS)	A parent support center that provides counseling and educational programming for the entire family.

Identified Population	Program Description	Agency Providing Service	Description of Program
Adults	Career Development	Career LINK/Service Center (DHS)	Job development, placement and management for job seekers.
Families	Health Care	University of Pittsburgh Medical Center	Provides health centers, screenings and educational program for all residents.
High School Aged youth and adults	Education/GED/Career Training	Community College of Allegheny County	Provides distance learning labs, materials and supplies for GED classes, CAN classes, academic readiness classes and all levels of computer classes. Will also provide money management and workplace etiquette classes.

Objectives and Timeline

OBJECTIVE 1: Complete construction of the new Community Services Center addition by December 31, 2005.

We will complete the construction of a 10,000 square foot Community Services Center expansion that will provide all the services that are needed to move families to self-sufficiency by December 31, 2005. The Community Services Center will provide space for all members of the CSS Team to provide the services necessary to fulfill the needs of HOPE VI impacted residents.

The new Community Services Center will become the focal point for service providers and residents. It will be a place where they can interact, make and build relationships, and work

together to build a stronger and more vibrant neighborhood. The neighborhood will be one where common goals and interests will come together to bring economic enhancement.

ACHA will manage and administer the new Community Services Center with a center director and center staff who will be part of the Resident Services Department. The staff will also serve as program coordinators for the CSS Program Plan operating in the center.

ACHA will train the Ohioview Acres Resident Council to eventually take over responsibility of managing the building. This transition is expected to take place by the time the new HOPE VI community is ready for occupancy in three years.

OBJECTIVE 2: Develop an Advisory Committee. This objective is completed.

The implementation of new and expanded services, through the Community Services Advisory Committee (comprised of residents, key service providers, both public and private, and representatives from the ACHA), is designed to assist residents in obtaining the skill set required for moving towards self-sufficiency and economic dependence and away from dependency and skill deficiencies. The Community Services Advisory Committee Board has already been established and is comprised of the following organizations:

- Ohioview residents (3)
- Neighborhood representatives
- Community College of Allegheny County
- Department of Health and Human Services (DHS)
- Department of Public Welfare (DPW)
- Youth Places
- Youth Works
- FOR (Focus on Renewal)

- BJWL After-School Program
- Allegheny County Library Association
- First Tee of Pittsburgh
- Resident Council

This committee composition includes those individuals who are intricately involved in the CSS process as providers, stakeholders, employees, or residents. We affirm that a successful CSS Program Plan includes representatives from all involved in making documented goals become real-time opportunities. Activities planned through the CSS Advisory Committee include:

- Education and training
- Work-based learning
- Self-paced study and assessment
- Technology center exposure and training
- Employment placement
- Case management
- Child care
- Family counseling
- Literacy/GED
- Transportation
- Homeownership/budgeting
- Youth activities
- Leadership development
- Other job readiness/promotion building skills

The ACHA will ensure that members of the CSS Advisory Committee receive constant feedback regarding their roles, responsibilities, and accountabilities. They will be advised of the close supervision and evaluation of the program and the services that are a part of the CSS Program Plan. The Committee will monitor the implementation of the CSS Program Plan, focusing on the success of each resident. They will plan and make adjustments when circumstances dictate the need to do so, and they will consistently keep the residents' goals in mind. Their purpose is to ensure that each resident is given and receives opportunities for meaningful employment and is working within a support system that enables them to take advantage of their opportunities. The ACHA will monitor the CSS Advisory Committee as they work to ensure that the goals of the CSS Program Plan are being met.

OBJECTIVE 3: Within 30 days of the grant award, all staff is hired, trained and oriented to the HOPE VI goals and objectives.

The ACHA will be the administrator of the CSS funds. Housing Authority staff will administer CSS grant funds and supervise overall CSS activities. The following ACHA staff members will be involved in administering the components of the CSS Program Plan.

Philip Manion, Director of Resident Services, will be the Grant Administrator of the CSS Program Plan. He will be responsible for administration of the implementation of the CSS portion of the HOPE VI grant, supervising the CSS Program Plan, approving CSS grant expenditures, and completing all required HUD reporting. Mr. Manion will spend 10% of his time on the Ohioview Acres CSS Plan.

The newly-hired CSS Program Plan Coordinator will report to the Resident Services Program Manager and will work closely with the Director of Resident Services. The Resident Services Program Manager will spend 10% of her time on the Ohioview Acres CSS Plan.

The following new staff will be hired:

- One (1) full-time CSS Program Plan Coordinator will be hired to coordinate and oversee day-to-day CSS project activities, manage the Community Services Center, and supervise the Case Managers. The Coordinator will be responsible for developing relevant workshops and educational programs that will inform residents about the CSS Program Plan, the services available through the Allegheny County Department of Human Services, and all area service providers.
- One (1) full-time Administrative Assistant will be hired to provide supportive services and administrative help to the CSS Coordinator.
- Two (2) full-time Case Managers will be hired to provide intensive case management services to 100% of all HOPE VI impacted families.

OBJECTIVE 4: Within 30 days of the grant award execution for Ohioview Acres, ACHA will have 100% of impacted residents enrolled in a self-sufficiency program and Individual Development Plans on file.

The primary goal is to place residents in meaningful employment that leads to economic self-sufficiency. The progress each resident makes will be tracked throughout the revitalization. Data will continue to be collected, analyzed, and applied so that accurate information is impacting the monitoring of services for effective implementation.

Every resident will be interviewed individually, prior to relocation from Ohioview Acres. An Individual Development Plan will be developed, based upon the goals and objectives each resident documents as important for self-sufficiency. The information will be input into a comprehensive plan that assists the resident in achieving goals while recognizing existing and future barriers to self-sufficiency. The purpose is to develop a comprehensive, workable case

management program that provides each resident with the necessary resources for reaching the goals outlined in the Individual Development Plan.

OBJECTIVE 5: A Neighborhood Networks Center will be operational by December 31, 2005.

ACHA will develop an on-site Neighborhood Network Center for computer training and distance learning activities. The Neighborhood Network Center will also be the physical site for Career LINK access. This comprehensive learning resource center will focus on moving residents from welfare-to-work through computer training and providing linkages to employment, educational opportunities and distance learning programs designed to give residents accredited skills for job advancement.

OBJECTIVE 6: One hundred percent (100%) of all able-bodied residents who participate in the program without employment will be employed within two years of entering the program. See narrative under Objective 7 for information.

OBJECTIVE 7: Seventy percent (70%) of all residents will increase their earnings to 40% of median income within five years of either entering the program or obtaining their initial job. This is the estimated minimum level needed to achieve economic self-sufficiency.

Consistent with the State welfare-to-work initiative, this objective targets employment ACHA will provide an on-site "satellite" office for the Career LINK Center. Career LINK is a job placement program funded by the Pennsylvania State Employment Services. A full-time staff person will have access to 100% of the services offered at the Career LINK Centers and will relay that information to residents seeking employment.

Residents will be able to post their resumes on the website, search the website for job opportunities, connect with Career LINK Case Managers for job development information and

collect referrals from the Career LINK office. Career LINK Case Managers will also link residents to training and educational programs that they may be qualified for through the Department of Human Services.

The HOPE VI Grant will pay for reasonable costs related to training and education for residents that do not qualify for the services of Career LINK, the Regional Service Centers, Department of Human Services, Department of Public Welfare and any other providers. It is estimated that the number of residents who do not qualify for existing job readiness programs will be relatively few.

In addition to the services offered through Career LINK, the Regional Service Centers, the Community College of Allegheny County, and the Department of Public Welfare, HOPE VI impacted residents may take part in an ACHA sponsored program called Work Wise. The Work Wise Program is a coordinated paid on-the-job employment and entrepreneurial training program with a long-term monitoring component, retention, and the goal of increased earning capacity among ACHA's public housing residents.

Residents who enter the Work Wise Program will be able to choose between two tracks of emphasis: job readiness or business development. Both tracks will have a solid, paid on-the-job training (OJT) component and life skills instruction. A qualified case manager will help guide the resident towards classes and a track that would best suit his/her personal goals and family needs. Links to supportive services will be made when the case manger determines they are necessary to meet the family's goals.

What makes the Work Wise Program unique is the partnership with the Corporation for National Services and the utilization of AmeriCorps *VISTA members as on-the-job mentors. This structured on-the-job training will take place at ACHA offices and community services

centers and be combined with intense classroom training. Choice between two tracks of focus (business development or job readiness) will be available to the participant. Class size will be limited to 10 participants every 3 months. This will be repeated 3 times per year leaving 1 month in between for assessment and evaluation. By keeping class size small, combining life skills training in both tracks, and assigning one-on-one job mentors to each participant, the case manager will have the time to intensely manage this individual and follow up on all components. Clearly the Work Wise Program is focusing on results not numbers.

The Work Wise Program is feasible due to the number of employees hired each year by Allegheny County Housing Authority and its contractors. The Work Wise Program will be submitted for approval as an official Step-Up Program.

Many programs that focus on volume and not sustainability or increased earning power of the residents stretch resources too thin to provide the comprehensive case management, long-term monitoring and support of newly employed residents. The Work Wise Program will limit the number of participants to render intensive case management feasibility and comprehensiveness of programming.

OBJECTIVE 8: 100% of impacted residents will be encouraged to join the FSS/Homeownership plan currently available at ACHA.

The ACHA's Family Self-Sufficiency Program avails thousands of dollars to public housing residents for the first-time purchase of a home while providing the supportive services necessary to prepare the new homeowner for a successful homeownership experience. An annual golf outing has been established to help raise funds for our Family Self-Sufficiency Program. This program has been very successful and vital to the success of the Family Self-Sufficiency

Program. We raised $40,000 last year for this program. There are two primary reasons for families to participate in ACHA's FSS/Homeownership program:

1. Accumulation of Assets: FSS gives families an opportunity to realize the full benefit of increased earnings. While FSS participants still must pay increased rental charges when their income increases, the rent increase attributable to higher earnings goes into their escrow account.

2. Access to Services: The FSS Case Manager will assess the needs of each family and develop an Individual Service Plan with the head of the household. This may include identifying services such as childcare, transportation, job training, or homeownership training and will document an action plan for attaining identified goals. The FSS Case Manager and the HOPE VI CSS Case Managers will coordinate services so that the family is not "case managed to death."

The purpose of the FSS/Homeownership Program is to promote employment and increase savings among families living in Ohioview Acres. The four main features of the FSS program are:

- Recruitment, outreach and selection
- Case management
- The completion of 40 hours of training
- The establishment of an Escrow Savings Account

All components will be coordinated with the HOPE VI Case Manager to make sure we are not duplicating efforts.

OBJECTIVE 9: One hundred percent (100%) of impacted residents will be able to access resources to improve their communities independently of the CSS Program Plan staff.

Our CSS Program Plan will promote youth and adult life skill training and activities. The focus will be on resident capacity building, self-esteem building and community building programs. Training in skill areas such as advocacy, self-governance, council building, strategic planning, service learning and community service will be brought to each of the targeted communities. To strengthen the social infrastructure of the new Ohioview Acres, services will not simply be given to residents. The "process" of bringing these services to the community will be stressed.

By stressing the process, Ohioview Acres residents will not only be asked what is needed in their community but how these needs can be satisfied. A "Standard of Acceptable Behavior" for all residents living in their new community will be established. A facilitator will help each resident council establish a mission statement for their community. Ohioview Acres will work on their own strategic plan to determine their own goals, objectives and strategies for reaching these goals.

The residents will become stakeholders in the new community programs. Through education and empowerment, residents will learn how to reach out and access programs on their own to improve and maintain a standard of living in their community, a standard that was defined by the residents.

OBJECTIVE 10: 100% of Ohioview Acres youth are involved in at least 5 hours of after-school programs offered at the center per month. More than 90% of the school-aged children residing in Ohioview Acres will attend school at least 95% of the time. More than 75% of the students will achieve grades equal to or exceeding those of the previous year.

ACHA considers these youth programs a success when children do the following:

- Stay in school

- Resist drugs & alcohol
- Participate in extra curricular activities
- Perform community service
- Get a job
- Study
- Abstain from risky behavior

Due to the fluidity of society and especially the interests of youth, care must be taken not to pre-define the types of youth activities that interest the impacted residents. Because of the increase in threats of terrorism, recent shootings, and subsequent continuous coverage by the media, programs may need to focus on safety issues and increasing the feelings of safety among the youth in the community. The goals listed above remain the same, but the programs must change to address the changing needs of this delicate age group.

One unique program that we are offering youth from the ages of 7 to 18 is called First Tee. First Tee of Pittsburgh is a program whose mission is to affect the lives of children through golf and the lessons learned from playing the game. First Tee uses a platform of golf instruction to engage youth in an interesting activity that simultaneously educates them concerning core skills such as perseverance, goal setting, honesty, trust, sportsmanship, and dealing with success/failure. We are encouraged by the full scope of learning experiences that will occur once our Ohioview Acres' youth are exposed to this different yet interesting service activity.

The following types of programs are consistently suggested and will serve as an example of those that may be identified from the CSS Plan:

- Big Brother/Big Sister
- Teen activities

- Self-esteem building programs
- Youth Crime Prevention Club – residents want to participate in the National Youth Crime Prevention Programs.
- Advocacy projects
- Mentoring programs
- Youth job opportunities

In addition to the above programs, our CSS Plan for Ohioview Acres will include development of a Crime Prevention, Identification and Preparedness Manual that addresses crime against youth. The current staff in ACHA's Protective Services Department will take the lead in organizing this program.

OBJECTIVE 11: Develop an entrepreneurial training program for the residents of Ohioview Acres.

The Ohioview Acres Business Development and Job Creation Center will be dedicated to provide business education training, business plan development, business startup support, technical assistance, and orientations to residents eligible for placement into the new businesses as they come on line. The Center will be developed and implemented as a collaboration between the Ohioview Resident Council and ACHA. Other local service providers will be recruited to function as linkage partners over a minimum of three consecutive years. A Business Advisory Council composed of public and private community stakeholders will be considered for development during the second year of the Business Center's operation.

The Ohioview Resident Council will receive an orientation to Business Center Services, program training goals, and objectives in a manner that will allow for outreach, resident recruitment, business awareness and encouragement for interested residents and Resident

Council owned and operated businesses. In addition to training and technical assistance, enrollees will receive business development related mentoring, coaching, and referral services. The Resident Council will be the outreach and referral arm for recruitment, convening orientation sessions, enrollment, and follow-up reinforcement. The Resident Council will provide referrals for social services, childcare, healthcare, and other self-sufficiency related services, as needed.

Other roles and responsibilities will consist of matching business development enrollees with compatible businesses for shadowing, mentoring and coaching. The ACHA will also make every attempt to match program enrollees with construction opportunities and community business networking. ACHA will monitor its construction sites and enrollees to ensure that they are introduced to our contractors and subcontractors who are required to follow Section 3 Regulations in connection with all activities that generate training, employment, and contract opportunities.

The Center will offer business development, business education related training, mentor-protégé exposure with similar local businesses of interest, business startup, and technical assistance. The business education and training component will be designed to serve a minimum of twenty-four residents per year operating two three-month training cycles. For business education enrollees interested in business startup within a year of training, intensive business and financial plan development technical assistance will be designed to serve up to twelve residents per year.

A stimulating environment will be created through use of hands-on interactive learning processes and techniques for the purpose of helping participants practice reasoning and problem-

solving skills, internalize information, and reinforce skill sets that will accelerate their entrepreneurial instinct, heighten business interest, and improve learning.

OBJECTIVE 12: Within days of receiving the HOPE VI grant, the ACHA will have wellness services on site to provide primary care health services to the community. Within six months, ACHA will have a community-based health organization whose mission will be to improve the health status and health awareness of the Ohioview Acres community through education and improved access to health care.

Health care must be connected to the development of the new community. Low-income minority populations too often suffer from poor health care and wellness education. ACHA has already committed to health and wellness as a goal in our Resident Services Program as our Senior and Family Wellness programs attest. The senior high-rise at Ohioview Towers already has a wellness program. Our vision for a healthy community is one in which every individual, family, and organization shares the responsibility to promote wellness through a safe and healthy lifestyle, disease prevention, and access to quality health care.

ACHA will partner with a health care provider, the University of Pittsburgh Medical Center (UPMC), to put a wellness clinic into the new Ohioview Acres. That clinic will provide primary health care and health education to the residents of the new Ohioview Acres. ACHA will create a community-based health organization, a collaboration of ACHA, the resident council, and UPMC. The collaboration will focus on facilitating a complete range of health and economic development issues to improve the health status, economic status and overall well-being of the community. Areas that will be focused on include the following:

- Primary health care
- Maternal/child health

- Health education
- Aging
- Parental support
- Low-cost health insurance advocacy
- Substance abuse prevention

OBJECTIVE 13: ACHA will partner with a child care provider to provide on-site child care for the residents and the community.

So as to remove a barrier to employment, ACHA will establish a child care center on site. We will partner with a local community-based organization, Focus on Renewal, to put a satellite of their successful child care program in Ohioview Acres. Space will be provided in the Community Services Center. The child care center will supplement early childhood (Head Start) and childhood programs (after-school program) so there is a "wrap-around" system of programs available for parents to have their children cared for while they are at work or attending job training.

OBJECTIVE 14: ACHA will partner with the Port Authority (PAT) to provide improved transportation services to the Ohioview Acres residents and residents in the neighborhood.

The residents have identified transportation as one of the greatest barriers to self-sufficiency. They currently walk a half-mile to the nearest bus stop. This is due to inadequate, narrow streets in the development making city buses unable to drive through the development.

The new street design will permit improved transportation through the new Ohioview Acres and its surrounding neighborhood. PAT has agreed to increase the service level once the new street design is in place. We have also included an ACHA van, purchased for relocation purposes, which will be utilized by our CSS program once relocation is completed. The van will

be used to supplement the improved transportation services that will be provided by PAT. Transportation services will continue as a focal point of the CSS program to ensure that residents have access to transportation, program services, and job training.

E.2 Endowment Trust.

The ACHA is requesting to deposit $567,600 from the HOPE VI grant into an Endowment Trust. Our goal is to ensure long-term sustainability of our Community and Supportive Services programs. We have funds budgeted to achieve the goals we have outlined and to implement the CSS Plan and all current activities.

The Waterfront G.P., a non-profit partner that contributed a $500,000 match in cash for the CSS Program, will manage the Endowment Trust. A resident-based Advisory Committee will be established to advise the Waterfront G.P. non-profit on the actual utilization of the funds for CSS activities based upon the needs of the residents at Ohioview Acres.

Since the $567,600 is not sufficient, the Waterfront G.P. has agreed to manage the Endowment Trust. They will also raise additional funds to develop the funding needed. We will provide enough additional funds to ensure the long-term sustainability of the CSS activities.

The ACHA has all the necessary funds budgeted to implement a comprehensive CSS program for the residents at Ohioview Acres. We request to execute, with HUD, a HOPE VI Endowment Trust Addendum to the Grant Agreement. We have the ability to pay for all current CSS activities with a combination of remaining HOPE VI and local funds. The establishment of the Endowment Trust will strengthen our ability to sustain the CSS programs long term.

EXHIBIT F: RELOCATION

F.1 Section 8 Needs.

The ACHA requests 103 Section 8 vouchers to assist with the temporary relocation of Ohioview Acres residents. The bedroom breakdown is outlined in our Section 8 application, HUD 52515, and below. All vouchers will be needed in FFY 2003 based upon the relocation schedule. A small number of residents, less than 25% (32 families), have indicated a desire to move to other public housing developments during the revitalization process based on our Needs Assessment. 103 families need Section 8 vouchers to relocate. We are requesting the following number of vouchers, broken down per unit size:

One Bedroom	5
Two Bedroom	54
Three Bedroom	44

We do not anticipate having sufficient turnover vouchers to utilize for the relocation of Ohioview Acres' residents. The ACHA Section 8 program is currently over leased.

F.2 Relocation Plan.

The ACHA has extensive experience with relocation due to our modernization and mixed-finance efforts over the last 15 plus years and the fact that two HOPE VI grant awards have involved the successful relocation of public housing residents. All Ohioview Acres residents will be relocated in accordance with the requirements set forth in the Uniform Relocation Act (24 CFR Part 49) and to the greatest degree possible, their personal relocation choice. This HOPE VI proposal for Ohioview Acres households will provide replacement public housing assistance through a combination of public housing at other ACHA communities (we own 3500 public housing units at 37 sites) or Section 8 vouchers. All current residents will be

given the opportunity to return to the revitalized development as long as the resident has remained in good standing with the ACHA.

The physical relocation will be coordinated through the ACHA Development Department relocation staff. The ACHA Relocation Officer has 15 years of relevant experience and has been successful in all relocation efforts for the modernization program and the 2 previous HOPE VI grants. The Relocation Officer will coordinate all relocation efforts, hiring additional staff to assist in expediting the process. To ensure a successful relocation process, the ACHA will add four public housing resident Relocation Counselors to assist families one-on-one with their search and transportation needs (detailed information is included in the HUD Tenant Relocation Plan guide that is ready for submission to HUD immediately after the funding announcement). These counselors will be hired during the period between grant announcement and the execution of the grant agreement. This will enable ACHA to bring the relocation effort to as fast a start as possible and engage in a Section 3 activity.

Throughout the HOPE VI grant process, Ohioview Acres families have been attending meetings regarding the overall development and relocation processes. Information has been shared, questions have been asked, and residents have been provided answers regarding the relocation process. After the grant award, the families will be invited to a community-wide relocation meeting where they will be reminded of the relocation process, how it works, what to expect, etc. After this session, the families will meet one-on-one with the Property Manager and be given the opportunity to privately discuss their housing choices. The families can choose between two choices: another ACHA public housing development or the Section 8 program.

If a family chooses to stay within public housing at another ACHA site, the Property Manager will provide counseling regarding their selection. The selection sheet will be forwarded

to the Resident Relocation Officer to coordinate the move. If a family chooses to relocate via the Section 8 Program, the ACHA will provide counseling regarding off-site temporary or permanent relocation through the Fair Housing Services Center (FHSC), a non-profit organization located at 7 Wood Street, Conestoga Building, Pittsburgh, PA, 15222. The ACHA has worked with the FHSC since 1997. Their program offerings include Section 8 program counseling and educating the families on their responsibility to the community. The FHSC will provide the family with detailed information regarding the role of private market landlords, school districts, shopping choices, transportation, churches, and faith-based/non-profit support programs. The FHSC also stands ready to provide their services to families who decide to move to another ACHA public housing development during the revitalization stage. The expected impact of a family's decision to move to another public housing site is minimal in this case because so few have chosen that route and also because of the large number of units managed by the ACHA.

The Section 8 Department will assign a Resident Relocation Counselor to each family (household). Every family will receive an individual briefing describing their obligation under Section 8 and the availability of the resources offered by the FHSC. Once the family has gone through this briefing and the unit has been approved, the Resident Relocation Counselor will coordinate the move.

Community Outreach

The FHSC will have oversight of the community outreach effort. As stated, they will conduct comprehensive Section 8 Program counseling. The counseling gives families an understanding of their roles and responsibilities as Section 8 Program participants. They are

instructed as to how they are to respond as residents living in private market rental housing and how the private market's expectations differ from what they have experienced in public housing.

They are reminded of their responsibility to the community, the role of the private market landlord, the school district, shopping choices, transportation, churches, and faith-based/non-profit support programs. The FHSC program also outlines budgeting, utility, allowances, and the consequences of maintaining outstanding utility balances.

One of the FHSC's specific missions is to ensure that residents understand the full range of opportunities that exist for them throughout Allegheny County, with an emphasis on non-minority and non-poverty areas. The mobility counseling they will provide Ohioview Acres relocating residents will be thorough and comprehensive.

Relocating families from a public housing development to a Section 8 Program is not an easy transition; therefore, the FHSC is not and should not be viewed as a "one-shot deal." The program is an on-going, service-providing opportunity for the family, the Section 8 Program, and the HOPE VI Team. The families receive annual unit inspections and certifications, at a minimum, from the Section 8 Department. More frequent contact will take place on an as needed basis. The FHSC offers additional counseling as necessary at no cost. Additional counseling means that the family can access and utilize the services of the local consumer credit counseling agency (an emergency grant fund set up for utilities, food banks, clothing programs, and various related health and human service activities).

The HOPE VI Team will invite all relocated Ohioview Acres families to on-going site meetings so they can stay well-informed regarding the status of revitalization activities. At these meetings, the families are also free to provide feedback regarding their relocation experience; they will be challenged to focus on the positive aspects of living off-site and how the experience

will enhance their living once they return to the new Ohioview Acres development. Families will also be reminded of the various services available to them as relocated HOPE VI participants.

Tracking

As stated earlier, the Relocation Officer will be responsible for tracking families. Families that are relocated in the ACHA system will be tracked by two methods of database and cross-referenced tracking. CSS tracking will also occur and will be established during the period prior to relocation and maintained by case management staff throughout the entire HOPE VI and evaluation process. Residents will be provided case management services and on-going assistance, keeping in mind that the goal is self-sufficiency.

The first method utilizes our existing authority software program from Memory Lane Systems (MLS) Emphasis. MLS allows the ACHA to access unit history of families who move through the public housing system and the Section 8 Program. The second method is the responsibility of the Relocation Officer who tracks using Microsoft's database program, Access. MS Access allows the Relocation Officer to create a database that tracks each family according to the following:

- Name
- Address & Phone Number
- Name of Nearest Relative
- Reconnection of Utilities
- Type of Utilities
- Packing Costs
- Payments to Movers
- Counseling History

- Contact Dates (Esp. Most Recent)
- Comments
- Contact Dates

EXHIBIT G: FAIR HOUSING AND EQUAL OPPORTUNITY

G.1 Accessibility.

The ACHA has developed an extensive program that meets HUD's accessibility requirements. At least one of the entrances will be on grade and along an accessible pathway. The new grading, with new curving streets following the grades, is designed to provide accessibility throughout the site. 5% of all types of units will be accessible and an additional 2% will be fitted for the hearing and visually impaired, conforming with UFAS guidelines and Section 504 regulations, including the homeownership units both on site and off site.

- We provide accessibility to homeownership units and will make new units fully accessible. The unit design ensures that residents, when needed, will have accessibility that meets the HUD requirements.
- Among the on-site housing, we will provide 12 accessible 1-bedroom rental units for single-family individuals located throughout the site, providing housing for persons with disabilities.
- We will make special accommodations based upon the resident's needs at the time of occupancy.
- ACHA already has in place a program to modify Section 8 rental units for accessibility of relocated residents. This program will include all residents who move from Ohioview Acres to another location because of the revitalization activities.
- We also plan to provide full integration into the community with amenities that are close to the site. These amenities include innovative approaches to accessible playgrounds.

Four primary components are intended to help make these playgrounds safe and accessible to children, adult caregivers, and parents with disabilities.

1. The design proposes a "boardwalk" system of inclines and elevated walks made of recycled plastic products (like "Trex") where children in wheel chairs or toddlers in strollers can be pushed or pull themselves on an adventure course. Alternate routes through the course may include climbing structures and steps for playmates or siblings able to accomplish a more challenging course to join in and follow along. A climbing structure much like a set of parallel bars can also be played upon by a child with a disability (with supervision) and is similar to those he/she might be used to from physical therapy session.

2. "Transfer platforms" will come equipped with access step attachments that allow children, who may typically use a wheelchair or crutches, to leave the chair or crutches behind and climb playground steps.

3. ADA accessible surfacing generally falls into two categories, both of which will be utilized in appropriate locations. First, compacted GT Impax Engineered Wood Fiber meets ASTM F1951 Standard Specifications for Determination of Accessibility of Surface Systems under and around playgrounds. This is a cost-effective environmentally friendly product. As an alternative, in very heavy traffic or heavy impact areas, the more expensive GT Impax Poured Rubber (or rubber tiles) with a colored wear layer will be specified. This product also meets ASTM F1951 and is made from a combination of recycled and new materials. In the case of the wood fiber systems, containment is a design issue that will also be addressed with an accessible "PlayCurb" (made of recycled black rubber)

According to the product literature "this innovative design affords smooth access to any playground without releasing vital safety surfacing."

4. Signage also plays a role in making the playgrounds safe and accessible. Play signs noting "No Limits" areas alert children in wheel chairs that they will not be in danger, freeing them to play freely.

ACHA intends to implement all the accessibility priorities stated above. We and our sub-recipients will comply with all Pennsylvania Human Relations Commission, Fair Housing Partnership, and Civil Rights laws, statutes, regulations, and Executive Orders as enumerated in 24 CFR 5.105 (a.)

G.2 Adaptability.

All units at grade level or in buildings furnished with an elevator will incorporate a number of adaptable features. All entrance doors will be furnished with handicapped accessible thresholds. All doors and water faucets will be equipped with hardware that has a handicapped accessible lever design for ease in grasping. Additional blocking will be installed around toilets, bathtubs, and showers to provide the required support for the installation of grab bars if they are needed at a later date. Light switches, electrical outlets, thermostats, and other environmental controls will be located no higher than 48" and no lower than 15" above the finished floor. If any electrical or environmental controls are to be located above an obstruction, such as a kitchen base cabinet, then the maximum mounting height will be reduced to 44" for a forward approach or to 46" for a side approach.

G.3 Visitability.

All units will have primary living space on the ground floor. These units will be visitable, with 34" wide front doors, ground floor powder (commode) rooms with 34" wide doors, and 32"

clear passageways through all openings and fully accessible dining, living, and family rooms.

All units will have accessible "front" entrances. Where parking is provided at the side or rear, accessible entrances will have close proximity to the parking.

The rehabilitated and expanded Community Services Center will also be visitable.

G.4 Fair Housing.

ACHA affirmatively provides and will continue to affirmatively provide quality housing opportunities for our residents. We have been recognized for our affirmative efforts relative to resident selection, the use of minority and resident-owned businesses, and our own staff hiring. We are confident that our past experience in marketing and managing public housing and mixed-income housing in revitalized neighborhoods will further economic integration.

The following goals have been established to achieve and increase diversity within the new Ohioview Acres community:

- Promote greater residential racial and economic integration through a mixed-income design consistent with Allegheny County's Consolidated Plan.
- Provide opportunities for ACHA residents to move to non-impacted neighborhoods.
- Work closely with the County's real estate industry to promote the new Ohioview Acres as a convenient and attractive place to live.
- Continue to support enforcement of the fair housing laws through coordination with the efforts of the Pennsylvania Human Relations Commission.
- Work to increase the supply of accessible housing.

Throughout every management phase of the proposed revitalization, we will:

- Eliminate housing discrimination and promote fair housing choice for everyone;

- Promote integration and inclusiveness within the housing inventory for all people regardless of race, color, religion, sex, familial status, disability, or national origin;
- Develop housing that is structurally accessible to all people; and
- Comply in every respect with Public Law 90-284 (Fair Housing Act).

We will strive to ameliorate or eliminate those impediments and barriers identified in Allegheny County and in the management and operation of the revitalized community. Our leasing policies will publish the availability of units to the widest audiences practicable. We will provide credit counseling to those individuals who are income eligible to own their own home. Poor credit is one of the main barriers to affordable homeownership for low-income people. We work and will continue to work with the households and their prospective lenders to clean up residents' credit reports and effectively manage their debts in order to produce flexibility in the underwriting criteria. We will work with existing local and state programs designed to promote homeownership, while leveraging dollars to maximize the affordability of our units without compromising the quality of construction. All these efforts affirmatively further fair housing and directly address those issues identified. Our techniques also work to promote the mixed-income goals for the community by reducing the concentration of very low-income households and creating more housing choices and better quality housing for low-income individuals.

Although zoning is listed as a barrier, it will not present any obstacle to our redevelopment efforts.

We will work closely with the Pennsylvania Human Relations Commission to address the barriers to fair housing. One of the three recommendations of the County's Fair Housing Plan is to revitalize distressed neighborhoods and provide affordable housing through the use of federal,

state, and local funds. Our HOPE VI revitalization grant for Ohioview Acres, which is one of the few non-impacted townships in ACHA's portfolio, is the essence of the County's plan.

We are committed to creating quality housing and more housing choice within a mixed-income community. The housing we will build will also be in non-impacted areas and will focus on offering residents the maximum amount of choice in deciding where to live and the type of housing they want to live in throughout our jurisdiction.

G.5 Section 3.

The Ohioview Acres HOPE VI program will implement an aggressive Section 3 program designed to maximize economic opportunities for its and other ACHA residents. Additionally, the program will employ other low-income persons and promote minority-owned businesses.

The ACHA will team with the developer, Falbo-Pennrose, to implement a well-designed Section 3 program that provides training, employment, and other economic opportunities. Falbo-Pennrose has committed to employ ACHA residents in the construction and operation of the developments. Falbo-Pennrose has developed specific employment goals, training, and support programs to ensure resident access. The goal is to enhance opportunities for the gainful employment of residents.

Falbo-Pennrose will promote local employment for other segments of the low-income population by using postal zip codes and other methods of solicitation and tracking. They propose the following MBE/WBE and Section 3 goals:

Type of Participation	Percentage of Total Contract
MBE	15.0%
WBE	7.5%
Section 3 Business	10.0%

Section 3 Employment 20.0%

As part of the Falbo-Pennrose Team, Falbo-Pennrose will negotiate with the ACHA to use the services of Professional Community Coordinators, Inc. They are a Minority/Women Business Enterprise that can assist with the location of qualified MBE, WBE, and Section 3 enterprises and employees. Falbo-Pennrose has already employed as part of Wallace, Roberts, & Todd's design team a WBE (Lami Grubb Architects) and a MBE (David Chou & Associates) on the Ohioview Acres project. Falbo-Pennrose has exceeded their established MBE/WBE goals on their most recent HOPE VI project.

Ralph A. Falbo, Inc., in its role of consultant/developer, requires general contractors to agree to high rates of MBE/WBE participation. Over the past 10 years, general contractors have achieved MBE/WBE participation goals of at least 35%. A specific plan will be developed to target age groups, types of jobs, and other opportunities.

The Section 3 plan will provide a focus on youth in the age group of 16-25 with job opportunities during the demolition, construction, and development phases in specific construction trade areas. Jobs will be tracked by category, by the number of residents (Ohioview, ACHA, and other very low and low-income residents) employed from the area, and by the type of skills required. The residents will be provided job training so they can develop a skill set that leads to permanent employment opportunities. We have established a consistent track record in exceeding the goals set for Section 3 opportunities.

The ACHA is currently involved in two HOPE VI revitalization grants: McKees Rocks Terrace and Homestead Apartments. At the McKees Rocks Terrace Development, in Phase One of the revitalization, 50% of the site work and construction was issued to a MBE. Section 3 statistics/opportunities at these HOPE VI sites are consistent with the goals set forth in the

original applications. Two general contractors were employed to perform the construction work in Phase One of the revitalization efforts and Section 3 opportunities totaled 13%. However, in the Forest Green construction, the Section 3 percentage for work was at 16%.

The ACHA and the Development Team have set specific goals for employing residents in construction activities, other employment, and business opportunities. We have also developed specific goals for the Ohioview Acres General Contractor and all affiliate companies involved in the construction and revitalization activities. We have included the additional creation of business and job opportunities for residents by allocating space for resident-owned and operated small businesses. Proposed construction plans provide for residents (who receive appropriate training & development to qualify) to become business owners. A comprehensive tracking system will provide data for accurate evaluation of the participation rates.

The Homestead Apartments revitalization has similar Section 3 statistics in Phase One. Our commitment to residents is to continually increase training and employment opportunities in the HOPE VI communities.

The ACHA and its developer, Falbo-Penrose, are committed to providing Section 3 opportunities for low- and very low-income persons through training, employment, and economic/business opportunities. We are specifically targeting our residents, but our level of commitment spreads to the broader segments of the under served low-income community. We plan to work diligently to provide economic opportunities to the low- and very low-income population to the greatest extent feasible.

EXHIBIT H: MIXED INCOME COMMUNITIES

H.1 On Site Housing Unit Mix.

To attract new working families to the site, reduce concentration of units, and end its social and physical isolation, the ACHA proposes to demolish all 250 units and construct 196 new mixed-finance rental and for-sale homes. All units are new construction and are a mixture of single-family detached, duplex, and townhouse units. Of the 196 units proposed, 181 are rental and 15 are homeownership for sale to first-time homebuyers. Of the 181 rental units, 10 are market rate, 78 are ACC replacement units, and 93 are non public housing units. *Please note that 43% of the rental units and all of the for-sale units on site will be ACC replacement units.*

H.2 Off Site Housing.

Twenty-five affordable homeownership units will be available to first-time homebuyers on the site of PA 6-15 (Morgan) that was demolished in 2000. All of these units will be homeownership units – 5 will be ACC units and 20 will be market rate units off site.

The ACHA will also purchase eleven one-bedroom units for replacement housing at Centurion Commons Condominiums. Minor rehabilitation will take place to address mainly cosmetic upgrades (new carpeting, etc.) and visitability and/or handicap accessibility upgrades.

H.3 Homeownership Housing.

There are 40 homeownership units proposed in this application. Fifteen are located on the current site of the Ohioview Acres public housing community and an additional 25 are located on the site of PA 6-15 (Morgan) that was demolished in 2000.

The purpose of our homeownership program is as follows:

1. To create a mixed-income and vibrant community in a non-impacted higher income neighborhood, thereby helping to reintegrate ACHA's residents into the general population.

2. To provide the residents of Ohioview Acres and other ACHA properties, and other households of limited means, the opportunity to purchase a home.

3. To provide homeownership opportunities to persons with disabilities.

The number of homeownership units on the planned site of the Ohioview Acres public housing community is 15.

Another 25 homeownership units are planned on the site of PA 6-15 located in Morgan Township. Morgan Township is a relatively affluent suburb of the City of Pittsburgh. It is located in the southern region of Allegheny County. By creating homeownership replacement units in this location, we hope to provide a means to integrate low-income first-time homebuyers into a higher income neighborhood, thereby achieving a mixed-income community.

The families that will be targeted for these 20 assisted replacement homeownership opportunities include low-income first-time homebuyers with priority going to the current residents of Ohioview Acres and residents of other ACHA communities, along with other working low-income families throughout Allegheny County. In addition, we will provide homeownership opportunities to persons with physical disabilities and aggressively market to this segment of the population.

An Affirmative Fair Housing Marketing Plan (Form HUD 935.2) will be prepared for HUD for review and approval prior to commencing our sales effort. The Developer and the lead FHA mortgage lender will prepare this completed form.

The proposed source of our construction and permanent financing is Citizens bank.

The homeownership program will provide extensive educational and supportive services programs for residents who currently reside in ACHA properties and other prospective buyers. The program provides for extensive credit counseling and homeownership training. The counseling will be provided by an agency (to be selected) through a seamless marketing (outreach)/sales/counseling/financing program that has proven successful for other HOPE VI homeownership components, such as Wellington Ridge (Chester, PA) and The Terraces (Baltimore, MD) built by Pennrose.

EXHIBIT I: OVERALL QUALITY OF PLAN

I.1 Appropriateness of Proposal.

We have considered alternatives to the proposed plan and have determined that our plan is the more appropriate one when comparisons are made. The rehabilitation of the existing development was determined to be unfeasible based upon the poor design, age of the units, stigma of the development, and the costs associated with rehabilitation. The surrounding neighborhood is residential and therefore suitable for residential housing, but not the type and design that currently exists. The neighborhood has single-family homes and is not designed to accommodate the current high-density multi-family design that is exclusively occupied by a very low-income population.

The design team approached the redevelopment of this site with an open mind and included, in its analysis, consideration of alternatives that included rehabilitation of all or portions of the site, of denser and less dense site plans, and of total replacement with off-site units on infill sites elsewhere in Stowe Township. One by one, however, these were eliminated, as follows:

Complete Renovation – These are very modest wood framed buildings with rotting floor structures above unsurfaced crawl spaces. Any major renovation would require restructuring of these floors, including removal so that the crawl spaces can be protected and restructured. They would also require major gut/rehab in order to reconfigure the units into marketable spaces with larger kitchens, first floor powder rooms (in order to make them visitable). The design team has experience with this sort of renovation, having completed a similar project in Chester, Pennsylvania, using MROP funds before Chester qualified as a recipient of HOPE VI funds. The project was terrific (and was the only

public hosing project ever published in Metropolitan Home magazine), but after spending over $80,000 per unit (the equivalent of $110,000 in current dollars) the units were not enlarged (that was not allowed under MROP) and the final product remains stigmatized as public housing – albeit very nice public housing – and would be unable to attract a mixed-income market. This experience led the team to rule out complete rehab at Ohioview.

Partial Renovation – the design team spent more time analyzing the potential to retain and renovate some of the units, particularly those along Jefferson Drive, the primary entrance road. But in the end, the combination of high rehab costs, coupled with the decision that this would be the best site for the 15 homeownership units, led the team to a conclusion that new construction would be best.

Offsite Replacement – the development team gave serious consideration to replacing all of the units off site in new or renovated housing in the "flatland" of Stowe Township. This approach was rejected for three reasons including lack of site control (rendering that approach below threshold requirements) and a desire to use the revitalization of this site to repair some of the damage and distress Ohioview Acres has caused in the surrounding neighborhood. The third reason was the conclusion that only by creating this terrific new neighborhood on this hilltop site could they create a real marketable opportunity for a mixed-income community.

A Higher Density Alternative – the design team considered increasing the density and in early plans had as many as 250 units in the plan. To do so, however, required stacked units, rendering many unvisitable, and the residents and housing authority both rejected the idea of families "in the air" and families living above other families. This concern,

coupled with a desire to replicate the density of the surrounding community, as well as a lack of sufficient funds to finance the larger approach within the leverage limitation, led to the density contained in this proposal.

A Lower Density Alternative – Consideration was also given to a lower density approach, with fewer units developed on site. Upon review, however, ACHA concluded that the loss of hard, unreplaced units could not be sustained by ACHA. On a parallel track, the design team concluded that the high cost of the infrastructure could not be absorbed by fewer units. The developer concluded that more market rate units in the mix would be hard to rent or sell and that there was insufficient subsidy to increase the number of ACC or LIHTC units beyond that proposed.

It became a "three bears" analysis – first one was too high, second too low, and the one in this proposal, just right. In order to create a marketable mixed-income community that could be financed with available funds, leveraged according to NOFA criteria, and at a cost, including infrastructure that is within TDC limitations, this was determined to be the best solution.

The approach of utilization of Section 8 vouchers was considered as an alternative. The analysis indicated a lack of sufficient affordable housing units throughout Allegheny County. This approach was not acceptable because it would decrease rather than increase the supply of affordable housing units and would require moving families from a non-impacted neighborhood to neighborhoods that would be more impacted.

The market analysis indicates that the renovated site would not attract a large number of market rate family housing; the lower housing costs in this particular neighborhood preclude that from occurring. Based upon the market analysis data, ACHA determined that a mixed-income

housing development pattern consistent with the existing single-family design in the surrounding neighborhood is the most feasible and workable alternative.

The market will only support a limited number of homeownership units at the present time. Anything beyond a limited number would adversely impact the marketability of the community.

Replacing the current development with a lower density mixed-income community will strengthen the existing neighborhood and will attract additional development activities such as new homes on undeveloped sites, a new Municipal Services Building, plus small retail development. The use of the proposed land is consistent with ACHA goals and will work to enhance the overall quality of life for this neighborhood.

1. 2 Likelihood of Success

We have a very good site that is ready for development. The market indicates that the mixed-income development being proposed is marketable. We have the financing in place and a strong, highly qualified design team. We have a developer who has extensive experience in both HOPE VI development and management.

The ACHA has worked with and listened to the residents. We have HOPE VI experience and we have identified the resources to expedite the relocation process in a timely manner.

The CSS component is in place along with the key partnerships needed to ensure the employment, training, and placement for residents to move toward self-sufficiency.

The most significant factor is that economic development and other activities indicate that this project will have tremendous impact on the Ohioview Acres neighborhood.

Falbo-Pennrose has extensive prior experience as developers of HOPE VI projects that have transformed communities in several cities across the state and the country. The architect

and the planners, Wallace, Roberts and Todd, LLC have been involved in over 30 HOPE VI projects across the country. They are nationally recognized architects and planners who have participated in HOPE VI projects at the architectural, planning, and program manager levels.

We have also employed The Schiff Group as the Program Advisor. They have extensive experience as grant writers and program advisors and have worked with numerous housing authorities on HOPE VI projects across the country. We are convinced that the likelihood of success for this grant is very high. Not only do we have extensive HOPE VI prior experience but each of our partners has experience and success in all phases of the HOPE VI process.

The assembled Development Team has the expertise and subject matter knowledge to plan, develop, and implement a successful HOPE VI program for Ohioview Acres. The Development Team has carefully analyzed the market data and the possibility for development in this neighborhood with a particular focus on maximizing the impact for economic revitalization. Our assessment is that the following will occur:

- The revitalized site will enhance the neighborhood by replacing a high-density impacted development with a lower density mixed-income community model that complements the surrounding neighborhood.
- The development will spur outside development and investment activities. The local government (Stowe Township) has decided to relocate their Municipal Services Building to the site. This will integrate the new mixed-income community into the broader neighborhood, in part, by bringing the community onto the site. The Municipal Services Building will provide police, township administration and other similar services.

- There are other undeveloped sites in the adjacent neighborhood which have not experienced development due to the negative impact of Ohioview Acres. These sites have the possibility to be developed and thereby increase in value. The property values in the area immediately adjacent to Ohioview Acres are substantially undervalued due to the negative influence and impact of the site. Property not too far away but still in the neighborhood is valued higher mainly because it is not near Ohioview Acres.
- Residents will be provided with greater economic enhancement based upon the types of employment and training opportunities detailed in this application. They will be afforded small business opportunities both on site and off site that were previously non-existent. The commitment for employment assistance and job placement will ensure that their economic status will be impacted in a heretofore unforeseen positive manner.
- The revitalized site will not only impact the new Ohioview Acres but will also completely transform the neighborhood. Neighborhoods that are located further from the Ohioview Acres site are experiencing significant housing upgrades through improvements and additions that are not occurring in the housing that is adjacent to the property. Revitalizing the site will have a tremendous impact in the transformation of the surrounding neighborhood. The new Municipal Services Building and Community services center will redefine the neighborhood and attract other services and opportunities for small businesses. We envision a flurry of activity and have already identified new businesses (small convenience store,

barber shop, etc.) for residents and will continue to expand opportunities during the revitalization process.

We view this location, the revitalization of the site, the single-family neighborhood, the location of a new Municipal Services Building and Community Services Center, the new business start-up potential and the increase in the value of property as positive building blocks for turning around this challenged community.

We firmly believe that the expertise and resources that have come together will greatly increase the possibility of success. The additional commitment made by the Stowe Township municipal officials to partner with ACHA and its team and relocate their primary governmental services facility to the site indicates their confidence in the HOPE VI plan for Ohioview Acres.

The proposed new Ohioview Acres will have a new street system that will provide enhanced access and improved public transportation to the entire community. The new street grid pattern will alleviate the current condition created by the topography, making the steep grade less of an obstacle.

The plan is to provide new recreational and community space that is currently lacking throughout the Ohioview Acres area. The new expanded Community Services Center, in addition to the new Municipal Services Building, will link the revitalized mixed-income community to the neighborhood in a way that currently does not exist. The structured events and programming at the new facilities, plus the Municipal Building, will promote community relations. Community relations would be a new phenomenon for this community. The social and economic interactions will create a tremendous attitudinal change in the neighborhood that heretofore is not possible under the current circumstances. Rebuilding the site will bring about this long needed transformation. The new housing community and the neighborhood can interact in ways that

cannot be measured as they establish a commonality that was hampered by the physical and social characteristics of the site.

The acceptance of the new housing, that will be similar in appearance to the existing single-family homes and of equal or greater value, will make a major difference. The new housing will blend in with the well-maintained homes in the neighborhood and property values will increase whereas now they are depressing the area. The tremendous economic impact upon housing in the immediate neighborhood will serve as a catalyst for additional development in the surrounding community. In its present state, Ohioview Acres has deterred all of this from occurring. It is the one significant challenge that has engulfed the neighborhood, making neighborhood residents feel that their major investment has been impacted by a public housing community that should have disappeared long ago.

Residents in the surrounding neighborhood and, more importantly, municipal officials have embraced the concept and the plan as key to revitalizing the community. They have demonstrated their commitment by making the decision to relocate the Municipal Services Building of Stowe Township from its current location to Ohioview Acres. The opportunities that the new site will open up for Ohioview Acres and neighborhood residents are limitless. Revitalization of this site will affect the quality of life for the inhabitants in and around the neighborhood. We will experience a visual transformation from isolation to cohesive activity as the services expand at the new Ohioview Acres and as the surrounding community witnesses the commitment made by partners and the municipality.

In summary, the proposed development of the Ohioview Acres site will greatly enhance the neighborhood through increased property values, development of undeveloped parcels of land with higher valued homes and by providing increased services.

The total value of the HOPE VI investment will exceed $50,000,000. Homes will be developed by private builders, there will be a new Municipal Services Building, an expanded Community Services Center providing resident services, job opportunities, and new retail conveniences in a neighborhood that has not had any economic investment in many years.

Economic opportunities for residents will be greatly enhanced through the education, training, employment and business training opportunities that will be available through the newly expanded Community Services Center.

The major impediment to development in the neighborhood has always been Ohioview Acres. The removal of Ohioview Acres will start a community-wide revitalization process that will positively impact the Stowe Township area in a manner that heretofore is unprecedented.

The likelihood of success for the revitalization of Ohioview Acres is very high.

I.3 Design.

Many meetings with residents and township officials in charette planning workshops; multiple site visits; careful examination of slopes, vegetation and drainage, walking tours of the surrounding neighborhood; and analysis of the local building types, roof forms, even street widths and configurations led directly to this design.

In its current configuration, this development includes only two principal streets branching from the single entry road. Both are dead-ends that climb and then terminate at the top of this steep hilltop site. The revitalization plan retains the entry road, but proposes a grid of entirely new streets, curving with, rather than against, the grades, along with cross connections. At the entry to this redeveloped community, a town center is proposed comprised of a new Municipal Services Building and an expanded Community Services Center. Both of these public buildings, as well as an existing elderly high-rise (PA-6-41), focus on a new Village Green. The

green, in turn, is at the head of a new boulevard, lined with the mature preserved trees planted when the site was new and terminating at a new hilltop park, with long views out across the Ohio River Valley and off to the skyscrapers of Pittsburgh only six miles away.

These new interconnecting streets, served by entirely new underground utilities, offer a hierarchy of pedestrian-friendly routes: one-way double-loaded narrow streets lead to the wider green boulevard and the park is edged with a single-loaded street lined with new housing. Large front windows serve as "eyes" on the park.

The entire site is planned utilizing an innovative ecological approach. The natural environment is enhanced in four primary ways:

1. The new street network curves with the grades of the site and leads into the new green boulevard. This will enable us to create a "bio filtration" approach to the storm water, using natural vegetated swales as filters that will clean the runoff before it is drained into the storm sewers. The approach is part of a regional effort to clean the Ohio River.
2. The mature trees, planted fifty years ago, along the existing streets will be preserved.
3. The disconnected open space, currently just residual fields between and at the end of the two dead-end streets, will be reorganized into a community park. The new park provides an overlook that will enable residents to enjoy the long views out across the Ohio River Valley to Pittsburgh. This view currently is all but invisible.
4. Drought tolerant non-invasive planting will be specified as well as plant species chosen to expand the bio-diversity of the horticulture. This environmentally sustainable approach also simplifies the maintenance of the grounds while allowing for summer shade and seasonal color.

A unique feature of the design is the Village Green. It is a triangular open space at the heart of the community that provides the focus for each of the special use buildings as well as an introduction to the variety and mix of all of the housing types: the existing elderly tower overlooks it, the municipal building fronts it, the expanded community services center faces it, and both rental housing (including townhouses and semi-detached units) and single family home-ownership units adjoin it. Furthermore, this green is the focus of the open space system that flows through the site, from the steep woodland at the north, along the new boulevard, across this green to the naturally landscaped courtyard between the existing community services center and its expansion.

At the western edge of the site, we are making use of a space for a special program offered by First Tee of Pittsburgh. We are placing a putting green and a sand trap in an area just behind the new Municipal Services Building where we envision a picture of sailing golf balls. In this area, youth will be taught to work on short strokes, as well as a tee, where students can learn to drive. A driving cage will also be located in this area.

A creatively designed accessible playground (See Exhibit G. 1) is sited as part of the Community Services Center expansion.

The designs of the houses on site are based on an analysis of the scale, materials, and articulation found in the local architecture. Surrounding the site and in the immediate neighborhoods of McKees Rocks, house styles range from large Dutch Colonial brick porch-front homes prevalent in the 1920s when much of the community was first developed, to smaller brick Cape Cod homes of the pre-war 1930s and 1940s, to the post-war ranch style homes of the 1950s era. More recently, the market has been attracted to the neo-traditional styles that include references to colonial and Victorian architecture with large sweeping porches and porticos.

The housing in our proposal is a diverse collection of all of these styles, including that of the new market rate housing being built in the area. We've copied the ranch house style as the basis for our one-story accessible units and repeated many of the two- and three-story roof forms of the older styles, including dormers, sheds, gables, and a few Dutch colonial shapes. The use of semi-detached units recreates the scale of the larger early 20th Century homes in the community with double porches appropriately scaled to the architecture. We often use these porches to wrap the corners of the end units, where we've also added one-story accessible one-bedroom units to taper the larger buildings down to a smaller scale and to provide accessible units to elderly and disabled residents who want to live integrated within the community.

The natural grades of the site also led to many of the architectural decisions. At the bottom of the site, along the south side of Jefferson Street, the land is the steepest. It is here that we've located most of the homeownership units, cut into the hill to provide a walk-out basement at the rear. A rear alley provides access to parking for these units. Some homeowners may elect to use their basements as garages; others may choose an option for a free-standing garage in the rear yard. The base model for these for-sale units is a three-bedroom unit, but they may also be expanded by turning the walk-out basement into a fourth bedroom or by adding a fourth bedroom atop the rear porch roof. Other options include additional baths and closet space.

In order to offer additional variety, as well as better integration between the homeownership and rental units, the plan also includes some semi-detached units for sale, as well as one accessible ranch house. In most cases (other than these steep-sided homeownership units) off-street parking is provided with one space per unit via alleys at the rear of the houses, consistent with most of the McKees Rocks and Stowe Township context. Along the western

boundary street, where rear access is not possible, driveways provide up to two spaces per unit. An additional parking space per unit is provided on street.

In general, we've placed the higher density townhouses on the larger boulevard, confining the semi-detached and single-family units to the narrower connecting streets. This is an approach known as "balancing amenity open space." The row houses have no side yard, so they get a broader front street view. This approach also helps define this special street, turning it into a clear urban space. Keeping runs of row houses short (none exceed a six-plex) keeps them in scale with the semi-detached neighbors.

Within the units, the plan offers spaces and amenities such as indoor and outdoor storage that match or exceed the new minimum sizes established in this year's Qualified Allocation Plan for Low Income Tax Credits in Pennsylvania. The sizes have grown considerably from prior years.

Each unit also includes a washer/dryer hookup since the design of the laundry rooms was the focus of much attention from the residents during the community charettes. Some residents wanted units on the ground floor so they could do the laundry while cooking dinner. Some wanted them upstairs where the dirty clothes collected and where clean clothes could be quickly put away. Our units include a variety of both and the homeownership units also offer the option of placing the laundry in the basement to increase upstairs space. Attention to this type of detail led to trust and cooperation from the residents who participated in the planning process.

Special attention was also paid to making all units visitable (See Section G. 3.) All units have first floor living space, all have powder rooms on the ground floor, and all have accessible front doors, or, where parking is provided at the rear and the sloping grade necessitates, accessible rear doors.

As an accommodation to the rear alley parking, the duplex and townhouse units include a unique "reverse stair," ascending from the back of the house, generally where the kitchen and mudroom are located, and where most access traffic is likely to occur. Many of the units offer informal kitchen/dining arrangements, including breakfast bars and dining counters open to other areas of the house. Our investigation into older homes in the region revealed that many modern homeowners have removed walls that originally enclosed kitchens, opening them up just as our plans propose.

Whereas most people want housing styles that reflect the vernacular neo-traditional forms of their neighborhood, our research has led us to understand that they also want new, exciting, glittering forms for the architecture of the non-residential buildings. We've taken this lesson to heart in the design of the new Community Services Center addition and municipal building where our plan reflects a modern spirit and energy while employing classical planning techniques. These buildings are also designed as sustainable "green" buildings with special energy conservation designs, deep interior daylight, sunlight shading devices designed for the particular solar orientation, natural ventilation and convection flows (particularly in large spaces like the gym), water saving fixtures, and storm water and gray water recycling. Our architects have been funded recently through Pennsylvania's Growing Greener program and have been experimenting with new approaches to sustainable design – Ohioview Acres will benefit from their experience. (They are currently at work on the greenest building in Pennsylvania, the Great Lakes Environmental Education Center, sponsored by former Governor Tom Ridge in his home town of Erie, designed to merit a silver LEED rating from the Green Building Council.)

In summary, this new housing reflects the best conditions of both the historic forms of the neighborhood and the modern desires of the market. They are diverse, sustainable, vernacular,

appropriate in density and scale, filled with light and supplied with amenities. They are situated on a compact, pedestrian-friendly and hierarchical network of neighborhood streets and public squares, with a mix of civic, cultural, recreational, and commercial uses.

In the words of new urbanist, Andres Duany, this plan creates "immerging human habitats from interrelated and cohesive elements, linking these elements to this physical environment, and factoring integrated access as a range of spatial scales..." It is a sequence that varies in urbanality and that often utilizes yellow and tan bricks that also served as insulating liners to the huge blast furnaces of the local steel industry.

HOPE VI Revitalization
Application Data Form

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public Reporting Burden for this collection of information is estimated to average 80 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Attachment 1: *Application Data Form: Cover Sheet*

Existing Development Name(s) OHIOVIEW ACRES

Applicant Information

PHA Number PA-28-P006-020

PHA Name ALLEGHENY COUNTY HOUSING AUTHORITY

PHA Mailing Address 625 STANWIX STREET, 12TH FLOOR

City State Zip Pittsburgh, PA 15222 *Main Telephone* 412-355-8940

PHA Executive Director Mr. Frank Aggazio *Telephone* 412-402-2450 *Fax* 412-355-8954

Email Address

HOPE VI Coordinator Mr. Ed Primm *Telephone* 412-402-2465 *Fax* 412-471-8884

Email Address edprimm@achsng.com

HOPE VI Developer (if any) Falbo Penrose Joint Venture *Telephone* 412-355-0300 *Fax* 412-355-0304

HOPE VI Developer Contact Mr. Ralph A. Falbo *Email Address* ralph@ralphfalbo.com

Program Manager (if any) To Be Determined *Telephone* *Fax*

Email Address

Additional Partner Wallace, Roberts and Todd, LLC *Functional Title* Master Planner & Architects

Additional Partner *Functional Title*

Street Address City State Zip 2611 S. Broad Street, 6th Floor, Philadelphia, PA 19102

Existing Project Number(s) Ohioview Acres (PA-28-P006-020) *Neighborhood/Area of town* Stowe Township

New Development Name (if any)

Mixed Income Proposed? Yes *Mixed Finance Proposed?* Yes

Data Summary

	Existing	*Post-Revitalization*
Number of replacement public housing units (on/off site, including Affordable Lease/Purchase, Affordable Fee Simple Homeownership and Second Mortgage Only--excluding rehabilitated units)		109
Number of non-public housing, subsidized units (on/off-site, including homeownership)		93
Number of market-rate units (no income restrictions)		30
Number of other units		
TOTAL NUMBER OF POST-DEVELOPMENT UNITS		232
Number of units to be rehabilitated (excluding acquisition with rehab)		
Number of newly constructed on-site units (including acquisition with rehab)		196
Number of newly constructed off-site units (including acquisition with rehab)		36
Number of occupied units (at time of application)	139	
Number of vacant units (at time of application)	109	

form HUD-52825

Attachment 2: *Application Data Form: Existing Units, Occupancy, and Vacancy*

Existing Housing Units at Time of Grant Application

Building Type	*Size*	*Number Occupied*	*Number Vacant*	*Total Units*	*Converted to Non-Dwelling*	*Demo Planned*
Row	0 BR					
	1 BR	10	2	12		12
	2 BR	76	96	172	2	174
	3 BR	53	11	64		64
	4 BR					
	5 BR					
	6 BR					
	Total	139	109	248	2	250
Detached/ Semi-Detached	0 BR					
	1 BR					
	2 BR					
	3 BR					
	4 BR					
	5 BR					
	6 BR					
	Total					
Walkup	0 BR					
	1 BR					
	2 BR					
	3 BR					
	4 BR					
	5 BR					
	6 BR					
	Total					
Elevator	0 BR					
	1 BR					
	2 BR					
	3 BR					
	4 BR					
	5 BR					
	6 BR					
	Total					
Grand Total		139	109	248	2	250

Attachment 3: *Application Data Form: Relocation, Income, and Non-Dwelling Structures*

Relocation/Occupancy

Relocation Strategy	Planned
Original households to be provided Section 8 certificates/vouchers	103
Original households to be moved within public housing (on and off site)	32
Original households to move to non-assisted housing/unknown	
Total	135

Number of Section 8 certificates/vouchers requested/received from HUD for this project:	Requested	Received
	103	

Number of occupied units at time of grant application: 39

Projected number of occupied units at time of demolition application approval: 135

Returning Households	Planned
Number of original households estimated to return to revitalized HOPE VI units (both on-site and off-site)	75
Number of these households to be housed in new construction	75

Household Income	Existing	Post Development
Average income (as percentage of Median) of public housing residents in development	19.00%	30.00%
Average income (as percentage of Median) of otherwise subsidized residents in neighborhood	30.00%	60.00%
Average income (as percentage of Median) of market-rate residents in the neighborhood	77.00%	80.00%
Resident Profile (not mutually exclusive)		
Total number of residents	357	525
Number of children 0-18 years of age	131	230
Number of senior citizens	4	4
Number of individuals with disabilities	8	8

Non-Dwelling Structure Summary				
Proposed non-dwelling structures (please describe, including type of facility, and whether proposing new construction or rehabilitation)	*New or Rehab*	*Square Footage*	*Total Cost*	*Cost per Sq. Ft*
Community Center Building	New	10000.00	$1,500,000.00	$150.00
		10000.00	$1,500,000.00	$150.00

Attachment 4: *Application Data Form: Proposed Unit Mix Post-Revitalization*

Entire Revitalization Plan Unit Mix

New Construction (include any acquisition w/rehab) — *Rehabilitation*

Row: New						*Row: Rehabilitation*					
Size	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*	*Size*	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*
0 BR						0 BR					
1 BR	1000	8	4			1 BR					
2 BR	1161	36	26			2 BR					
3 BR						3 BR					
4 BR						4 BR					
5 BR						5 BR					
6 BR						6 BR					
Total	[illegible]	44	30			*Total*	[illegible]				

Detached/Semi-detached: New						*Detached/Semi-detached: Rehabilitation*					
Size	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*	*Size*	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*
0 BR						0 BR					
1 BR						1 BR					
2 BR	1217	16	27			2 BR					
3 BR	1356-1600	14	46	20	20	3 BR					
4 BR	1500	4				4 BR					
5 BR						5 BR					
6 BR						6 BR					
Total	[illegible]	34	73	20	20	*Total*	[illegible]				

Walkups: New						*Walkups: Rehabilitation*					
Size	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*	*Size*	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*
0 BR						0 BR					
1 BR						1 BR					
2 BR						2 BR					
3 BR						3 BR					
4 BR						4 BR					
5 BR						5 BR					
6 BR						6 BR					
Total	[illegible]					*Total*	[illegible]				

Elevator: New						*Elevator: Rehabilitation*					
Size	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*	*Size*	*Sq. Ft.*	*ACC Units**	*Non-ACC Units***	*HOPE VI and/or PH funded HO*	*Other Home-Ownership*
0 BR						0 BR					
1 BR		11				1 BR					
2 BR						2 BR					
3 BR						3 BR					
4 BR						4 BR					
5 BR						5 BR					
6 BR						6 BR					
Total	[illegible]	11				*Total*	[illegible]				

Grand Total	[illegible]	89	103	20	20	Grand Total	[illegible]				

* ACC units include PH rental, PH/LIHTC, and Affordable Lease/Purchase with HOPE VI and/or PH funds.

** Non-ACC units have no PH or HOPE VI funds and will not be under ACC.

Attachment 5: *Application Data Form: Units, Accessibility, and Concentration*

Planned Units

Rental Units: ACC							
PH Only		PH/LIHTC		PH/Other		Total ACC	
On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
10	11	68				78	11

Rental Units: Non-ACC							
LIHTC		CDBG, HOME, or other subsidy		No Income Restrictions		Total Non-ACC	
On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
93				10		103	

Homeownership Units											
Affordable Lease/Purchase with HOPE VI and/or PH funds		Affordable Fee Simple Homeownership with HOPE VI and/or PH funds		Second Mortgage Only with HOPE VI and/or PH funds		Homeownership with other subsidies (No HOPE VI or PH funds)		Market Rate Homeownership (No subsidies)		Total Homeownership	
On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
		15	5						20	15	25

Other Units (operating subsidy only, etc)							
Type:		Type:		Type:		Total Other Units	
On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site

Grand Total	
On-Site	Off-Site
196	36
Grand Total - All Units	232

Accessibility

New Construction	Rental Units (including Lease/Purchase) % of Category	Homeownership Units % of Category	Total % of Category
Mobility-Impaired (wheelchair)	5	5	5
Hearing-Impaired	1	1	1
Sight-Impaired	1	1	1
Visitability	100	100	100

Rehabilitation	Rental Units (including Lease/Purchase) % of Category	Homeownership Units % of Category	Total % of Category
Mobility Impaired (wheelchair)			
Hearing Impaired			
Sight Impaired			
Visitability			

Concentration

	Pre-Development	Post-Development
Density of on site development (units per acre)	8	6
Percent of very low income households in the development (30% of median or below)	91%	40%

Attachment 6: *Application Data Form: Self-Sufficiency, Page 1*

NOTE: If property is vacant, describe previous residents.

	During Last 12 Months	At Time of Application	At Grant Award	Projected One Year after Grant Award	Projected Two Years after Grant Award	Projected at Close of Grant
A. Graduation from Public Assistance						
Number of households whose primary monthly source of income is:						
Wages/Salary		42	42	52	74	99
TANF		47	47	37	20	10
Other		45	45	45	40	25
B. Employment/Obstacles to Employment						
Number of TANF participants enrolled in job training programs	40	[illegible]	40	37	20	10
Number of non-TANF participants enrolled in job training programs	17	[illegible]	22	32	52	89
Number of unemployed residents placed in:						
Section 3 jobs	0	[illegible]	0	10	20	40
Non-Section 3 jobs	19	[illegible]	19	29	49	59
C. Economic Development						
Number of resident-owned businesses	[illegible]	0	0	1	2	5
D. Section 3						
Dollar amount of HOPE VI contracts going to Section 3 firms	$0.00	[illegible]	.5M	1.0M	2.0M	4.0M
E. Education						
Number of residents without a high school diploma or G.E.D.	[illegible]	17	17	12	8	0
Number of residents with a high school diploma, G.E.D., or higher degree	[illegible]	117	117	122	126	134
F. Homeownership						
Number of residents in homeownership counseling	0%	[illegible]	5	10	20	40
G. Case Management						
If you have a Family Supportive Services program:						
Number of residents enrolled in FSS program	[illegible]	n/a	n.a	20	40	60
Dollar amount in escrow accounts	[illegible]	n/a	n.a	40,000	120,000	400,000
H. Youth Programs						
Number of youth participating in youth programs	58	[illegible]	58	108	120	240
Number of children participating in day care programs	47	[illegible]	47	47	70	100
I. Health						
Number of partnerships with healthcare agencies (e.g., clinics, hospitals, universities)	[illegible]	1	1	1	1	3
J. Transportation						
Number of residents who use public transportation to get to work or services	[illegible]	154	154	154	200	260

Attachment 6: *Application Data Form: Self-Sufficiency, Page 2*

K. Self-Sufficiency Projected Spending

Planned Spending	HOPE VI Funds	Other Funds	Total
Day Care	$ 100,000.00	$ 948,000.00	$ 1,048,000.00
Health Care	$ 100,000.00	$ 1,063,269.00	$ 1,163,269.00
Education	$ 50,000.00	$ 717,700.00	$ 767,700.00
Job Training	$ 100,000.00	$ 1,820,000.00	$ 1,920,000.00
Case Management	$ 532,400.00	$ 245,200.00	$ 777,600.00
Youth Programs	$ -	$ 3,011,500.00	$ 3,011,500.00
Transportation	$ 50,000.00	$ 150,000.00	$ 200,000.00
Program Management	$ -	$ 240,800.00	$ 240,800.00
Endowment Trust	$ 567,600.00	$ -	$ 567,600.00

TOTAL	$ 1,500,000.00	$ 8,196,469.00	$ 9,696,469.00

L. Self-Sufficiency: Programs and Partners

List of Self-Sufficiency (CSS) Programs

Job Training
Health Care
Adult Education
Transportation
Youth Programs (Educational)
Youth Programs (Recreational)
Day Care
Life Skills Training
Technology Training

List of Self-Sufficiency Partners

Dept of Human Services
UPMC Braddock
Community College of Allegheny County
Port Authority of Allegheny County
Youth Works
Youth Places, First Tee of Pittsburgh
Dept of Human Services, Focus on Renewal
Waterfront Housing, G.P.
ACHA

Attachment 7: *Application Data Form: Sources and Uses, Page 1*

Uses ($)*	HOPE VI Uses ($)	+	Non-HOPE VI Uses ($)	=	Total
Administration					
Administration	1,200,000.00				1,200,000.00
Management Improvements					
Management Improvements - Dev					
Management Improvements - CSS	1,500,000.00				1,500,000.00
Acquisition					
Site Acquisition	50,000.00		759,500.00		809,500.00
Building Acquisition, Turnkey					
Building Acquisition, Rehabilitation					
Building Acquisition, Non-Dwelling					
Building Remediation/Demolition					
Remediation, Dwelling Units	175,000.00				175,000.00
Demolition, Dwelling Units	1,575,000.00				1,575,000.00
Remediation, Non-Dwelling Units					
Demolition, Non-Dwelling Units					
Demolition, Other					
Site Improvements					
Site Remediation					
Site Infrastructure	3,673,270		450,000		4,123,270
Off-site Improvements	2,448,846				2,448,846
Construction					
Dwelling Structures - Hard Costs	4,114,476.00		15,555,275.00		19,669,751.00
Non-Dwelling - Hard Costs	1,500,000.00		1,278,750.00		2,778,750.00
General Requirements	101,025.00		1,691,675.00		1,792,700.00
Builder's Profit	101,025.00		1,761,675.00		1,862,700.00
Builder's Overhead	33,675.00		587,225.00		620,900.00
Bond Premium	12,628.00		238,960.00		251,588.00
Hard Cost Contingency	374,501.00		1,339,982.00		1,714,483.00
Equipment					
Dwelling Equipment					
Non-Dwelling Equipment	150,000.00				150,000.00
Professional Fees/Consultant Services					
Program Management Services					
Architectural	864,494.00		733,006.00		1,597,500.00
Engineering	270,000.00		90,000.00		360,000.00
Construction Management Services					
Appraisal	6,000.00		4,500.00		10,500.00
Environmental	37,000.00		13,500.00		50,500.00
Market Study	30,500.00		5,500.00		36,000.00
Historic Preservation Documentation					
Other: Survey	37,500.00		52,500.00		90,000.00
Legal					
Organizational	62,500.00		117,500.00		180,000.00
Syndication			120,000.00		120,000.00
PHA Outside Counsel	120,000.00				120,000.00
Other			80,000.00		80,000.00
Tax Credit					
Accounting	15,000.00		5,000.00		20,000.00
Tax Credit Application			2,000.00		2,000.00
Tax Credit Monitoring Fee			64,400.00		64,400.00
Consultant					
Other			68,484.00		68,484.00
Page 1 Total	$ 18,452,350.00		$ 25,019,522.00		$ 43,471,872.00

Attachment 7: *Application Data Form: Sources and Uses, Page 2*

Uses ($)*	HOPE VI Uses ($)	+	Non-HOPE VI Uses ($)	=	Total
Other Development Costs (Soft Costs)					
Accounting Fees	26,250.00		38,750.00		65,000.00
Financing Fees			181,034.00		181,034.00
Permit Fees	150,750.00		115,250.00		266,000.00
Title/Recording/Settlement Fees	148,000.00		154,125.00		302,125.00
Real Estate Taxes During Construction			20,000.00		20,000.00
Insurance During Construction	7,200.00		89,600.00		96,800.00
Interest During Construction			126,725.00		126,725.00
Bridge Loan Interest					
Marking/Rent-up Expenses	352,950.00		330,983.00		683,933.00
Initial Operating Deficit					
Soft Cost Contingency	362,500.00		32,500.00		395,000.00
Other			115,250.00		115,250.00
Relocation					
Relocation Costs	500,000.00				500,000.00
Developer Fee					
Developer Fee			3,958,195.00		3,958,195.00
Reserves					
Operating Reserve			443,520.00		443,520.00
Other Reserves					
Page 2 Total					
GRAND TOTAL USES:	$ 1,547,650.00		$ 5,605,932.00		$ 7,153,582.00
	$ 20,000,000.00		$ 30,625,454.00		$ 50,625,454.00

Sources ($)		
HUD Funds		
HOPE VI Revitalization		20,000,000
PH Capital Fund		-
Modernization		
PH Development		
MROP		
HOPE VI Demolition Grant		
Other HUD Funds		
HOME		
CDBG		
Other		
Total HUD Funds	$	20,000,000
Non-HUD Public Funds		
State Funds		
Local Funds (Non PHA)		3,500,000
PHA Funds		5,378,805
Other Funds		2,786,863
Describe Other		
Total Non-HUD Public Funds	$	11,665,668
Private Funds		
Tax Exempt Bonds		
Taxable Bonds		
Private LIHTC		13,696,856
Other Equity		
Homebuyer Down Payment		180,000
Donations/Grants		
Private Lender		1,747,930
Other		3,335,000
Describe Other:		Loan from Deve
Total Private Funds	$	18,959,786
Total Sources	$	50,625,454

Total Uses $ 50,625,454

HOPE VI Budget

Part I: Summary

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0208 (exp. 12/2004)

Public Reporting Burden for this collection of information is estimated to average 6 hours per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This information is necessary to provide details on the funds requested by Housing Authorities. The form displays the amounts requested, broken down by budget line items, with each use explained on Part II. The requested information will be reviewed by HUD to determine if the amount requested is reasonable and whether the required percentages of capital and supportive services funds are met. Responses to the collection are required by the appropriation under which the HOPE VI grant was funded. The information collected does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to collection of information unless it displays a currently valid OMB control number.

PHA Name: Allegheny County Housing Authority

HOPE VI Grant Number _____

Budget Revision Number _____

Line No		Summary by Budget Line Item	HOPE VI Budget (all Phases)	Current Funds Authorized in LOCCS	Additional Funds Requested (this revision)	Total Funds Authorized in LOCCS by HUD with this Approval
1	1408	Management Improvements/ Community and Supportive Services	$ 1,620,000			
2	1410	Administration	$ 1,067,500			
3	1430	Fees and Costs	$ 2,490,554			
4	1440	Site Acquisition	$ 50,000			
5	1450	Site Improvement	$ 6,122,116			
6	1460	Dwelling Structures	$ 4,587,330			
7	1465	Dwelling Equipment-Nonexpendable	$ -			
8	1470	Nondwelling Structures	$ 1,650,000.00			
9	1475	Nondwelling Equipment	$ 162,500.00			
10	1485	Demolition	$ 1,750,000			
11	1495	Relocation Costs	$ 500,000			
12	Total Funds Authorization (Sum Of Lines 1-11)		$ 20,000,000			
13	U2000	Funds held in Reserve				
14	Amount of HOPE VI Grant (Sum Of Lines 1-13)					

Signature of PHA Executive Director

X Frank Aggazio Date 12/2/02

HUD Certification. In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).

Signature of Authorized HUD Official

X Date

HOPE VI Budget
Part II: Supporting Pages for Budget or Authorization Revision

PHA: _____

HOPE VI Grant Number _____
Budget Revision Number _____

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1408	MANAGEMENT IMPROVEMENTS / COMMUNITY AND SUPPORTIVE SERVICES					
1	CSS	Community Supportive Services Program	$ 1,500,000 00			
2	Administrative Training		$ 50,000 00			
3	Computer Software		$ 30,000 00			
4	Resident Business/Economic Opportunity Development		$ 40,000 00			
5						
6						
7						
8						
9						
10						
		TOTAL 1408	$ 1,620,000 00			
1410	ADMINISTRATION					
1	PHA Admin/Technical Salaries	Assistant Director of Development	$ 93,000 00			
2	PHA Admin/Technical Salaries	HOPE VI Administrator	$ 170,000 00			
3	PHA Admin/Technical Salaries	HOPE VI Program Manager	$ 245,000 00			
4	PHA Admin/Technical Salaries	Associate Director of Business and Economic Opportunity	$ 87,500 00			
5	PHA Admin/Technical Salaries	Housing Program Developer	$ 170,000 00			
6	PHA Admin/Technical Salaries	Construction Manager	$ 260,000 00			
7	PHA Admin/Other Administrative Costs	Field office, telephone/fax/copy	$ 20,000 00			
8	PHA Admin/Other Administrative Costs	Utilities	$ 7,000 00			
9	PHA Admin/Other Administrative Costs	Travel	$ 15,000 00			
10						
		TOTAL 1410	$ 1,067,500 00			

HOP. , Budget

Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1430	FEES AND COSTS					
1	Architectural	Design and contract administration services for the new buildings, rental, homeownership, municipal, community center extension	$ 864,404.00			
2	Engineering	Site planning, civil engineering, site design fees, also fees for submitting documents relating to local governmental approvals (subdivision plans, etc.)	$ 270,000.00			
3	Appraisal	Appraisal fees for multifamily lender requirements. Single family appraisal fees are budgeted in the Title/Recording/Settlement Fees line item.	$ 6,000.00			
4	Environmental	Phase One and II Environmental Site Assessments, geotechnical (soils) testing, wetlands testing (if required) and traffic studies (if required).	$ 37,000.00			
5	Market Study	Market studies for the different phases of development, multifamily and single family.	$ 30,500.00			
6	Other. Survey	Surveys in accordance with funding requirements, both pre-closing and post construction.	$ 37,500.00			
7	Organizational	Legal fees for work related to real estate and financing requirements.	$ 62,500.00			
8	PHA Outside Counsel	PHA Outside Counsel for drafting legal documents, HUD required documents, and review of financing documents. Also real estate and zoning work.	$ 120,000.00			
9	Accounting	Accounting fees associated with tracking project budgets and providing financial analyses associated with LIHTC requirements.	$ 15,000.00			
10	Accounting Fees	Cost certifications for multifamily developments and accounting services for single family developments.	$ 26,250.00			
11	Permit Fees	Fees associated with work done on public property including new streets, alleyways, new utilities, etc. Includes tap fees, bond fees, and fees to cover the cost of municipal engineering reviews and legal reviews.	$ 150,750.00			
12	Title/Recording/Settlement Fees	Includes title insurance, recording fees for multifamily properties. Also closing costs associated with single family properties, including homebuyer assistance with closing costs.	$ 148,000.00			
13	Insurance During Construction	Insurance premiums for the construction period of a given phase of construction.	$ 7,200.00			
14	Marking/Rent-up Expenses	Rent up expenses for multifamily phases includes staff time, brochures, tenant background checks, advertising, office supplies. Marketing expenses for single family phases includes brochure, advertising, staff time and counseling services.	$ 352,950.00			
15	Soft Cost Contingency	Contingency to cover soft cost overruns	$ 362,500.00			
		TOTAL 1430	$ 2,490,554.00			

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HOP i Budget

Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1440	SITE ACQUISITION					
1	Transfer tax	Local, county, and state transfer tax fees that apply to long term ground leases associated with the rental phases.	$ 50,000.00			
2						
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1440	$ 50,000.00			

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HOPE VI Budget
Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1450	SITE IMPROVEMENTS					
1	Site infrastructure	Repairs to existing infrastructure, installation of new utility services, new roads, new alleys, rough and fine grading, landscaping	$ 6,122,116.00			
2						
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1450	$ 6,122,116.00			
1460	DWELLING STRUCTURES					
1	Dwelling structures -- hard costs	New construction of replacement units, both rental and for-sale homeownership. Units will be constructed on- and off-site.	$ 4,114,476.00			
2	General Requirements	General Contractor's general requirements.	$ 101,025.00			
3	Builder's Profit	General Contractor's profit	$ 101,025.00			
4	Builder's Overhead	General Contractor's overhead.	$ 33,675.00			
5	Bond Premium	General Contractor's bond premium costs	$ 12,628.00			
6	Hard Cost Contingency	Contingency for any hard cost overruns associated with dwelling structures	$ 224,501.00			
7						
8						
9						
10						
		TOTAL 1460	$ 4,587,330.00			

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HOPE VI Budget

Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LCCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1465	DWELLING EQUIPMENT - NONEXPENDABLE					
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1465				
1470	NONDWELLING STRUCTURES					
1	Community Building expansion	Cost to construct an addition to the existing community building	$ 1,500,000 00			
2	Community Building expansion contingency	Community center contingency for hard cost overruns	$ 150,000 00			
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1470	$ 1,650,000 00			

HOP , Budget

Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3	Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1475	NONDWELLING EQUIPMENT					
1	Community Building furnishings	Cost t furnish the addition to the existing community building	$ 150,000.00			
2	PHA Administration	Computer Hardware	$ 12,500.00			
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1475	$ 162,500.00			
1485	DEMOLITION					
1	Demolition	Cost to demolish ex sting structures	$ 1,575,000.00			
2	Remediation	Cost to remediate asbestos/lead based paint	$ 175,000.00			
3						
4						
5						
6						
7						
8						
9						
10						
		TOTAL 1485	$ 1,750,000.00			

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HOP Budget

Part II: Supporting Pages for Budget or Authorization Revision

Budget Line Item Number 1	Type of Goods/Services 2	Description of Proposed/Approved Action Use of Additional Authorized Funds 3		Overall HOPE VI Budget (all Phases) 4	Current Funds Authorized in LOCCS 5	Additional Funds Requested 6	Total Funds Authorized 7
1495	RELOCATION COSTS						
1	Primary Move	Cost for actual move (moving company, packing)	$	101,250.00			
2	Secondary Move	Cost for secondary move (return to site)	$	101,250.00			
3	Section 8 Security	Section 8 Security	$	67,500.00			
4	Increased Housing Costs	Difference between affordable and actual rents	$	100,000.00			
5	Staff Costs	Relocation Officer (Prorated)	$	28,500.00			
6	Staff Costs	Relocation Assistant (Prorated)	$	7,800.00			
7	Staff Costs	Administrative Assistant (Prorated)	$	6,500.00			
8	Staff Costs	4 Part-Time Resident Counselors	$	37,200.00			
9	Van	Van	$	30,000.00			
10	Contingency	Estimating Contingency	$	20,000.00			
		TOTAL 1490	$	500,000.00			
		GRAND TOTAL	$	20,000,000.00			

FOLLOW THE STEP-BY-STEP INSTRUCTIONS

Note: If completing Attachment 9 manually, rather than using the Excel workbook, start at Step 4 (page 2)

Step 1. Select your City from the menu below.
Click as indicated to see the lists of cities, scroll through the list, click on your City, and click "OK."

Step 2. Repeat Step 1 to select your State from the menu below.
Click as indicated to see the lists of states, scroll through the list, click on your State, and click "OK."

This table includes all Total Development Cost (TDC) dollar limits published in HUD Notice PIH 2001-22. If your City is not shown, contact Mr. Saunder Munja for assistance: HUD Office of Public Housing Investments, (202) 708-0614, extension 4196.

If you have selected a valid City/State combination, a table will be created that extends down to row 82. The TDC limits for each unit type shown on this table will be transferred automatically to the table on the next worksheet, "TDC Limit Calculation."

Step 3. After selecting the appropriate City and State, go to Step 4 on the worksheet entitled "TDC Limit Calculation" by clicking on the worksheet tab at the bottom of this screen.

City	PITTSBURGH	<-- Select City here
StateName	PENNSYLVANIA	<-- Select State here

		Bedrooms	Type	Data	Total
Detached / Semi-Detached	TDC Limit per Unit	0	Detached/Semi-Detached	Sum of 0 Bedrooms, TDC	$ 95,085
		1		Sum of 1 Bedrooms, TDC	$ 125,30
		2		Sum of 2 Bedrooms, TDC	$ 164,615
		3		Sum of 3 Bedrooms, TDC	$ 199,475
		4		Sum of 4 Bedrooms, TDC	$ 235,826
		5		Sum of 5 Bedrooms, TDC	$ 258,734
		6		Sum of 6 Bedrooms, TDC	$ 279,759
	HCC Limit per Unit	0		Sum of 0 Bedrooms, HCC	$ 54,334
		1		Sum of 1 Bedrooms, HCC	$ 71,600
		2		Sum of 2 Bedrooms, HCC	$ 94,066
		3		Sum of 3 Bedrooms, HCC	$ 113,986
		4		Sum of 4 Bedrooms, HCC	$ 134,758
		5		Sum of 5 Bedrooms, HCC	$ 147,848
		6		Sum of 6 Bedrooms, HCC	$ 159,862
Elevator	TDC Limit per Unit	0	Elevator	Sum of 0 Bedrooms, TDC	68,573
		1		Sum of 1 Bedrooms, TDC	96,002
		2		Sum of 2 Bedrooms, TDC	123,431
		3		Sum of 3 Bedrooms, TDC	164,575
		4		Sum of 4 Bedrooms, TDC	205,719
		5		Sum of 5 Bedrooms, TDC	233,148
		6		Sum of 6 Bedrooms, TDC	260,577
	HCC Limit per Unit	0		Sum of 0 Bedrooms, HCC	42,858
		1		Sum of 1 Bedrooms, HCC	60,001
		2		Sum of 2 Bedrooms, HCC	77,144
		3		Sum of 3 Bedrooms, HCC	102,859
		4		Sum of 4 Bedrooms, HCC	128,574
		5		Sum of 5 Bedrooms, HCC	145,717
		6		Sum of 6 Bedrooms, HCC	162,861
Row House	TDC Limit per Unit	0	Row House	Sum of 0 Bedrooms, TDC	85,700
		1		Sum of 1 Bedrooms, TDC	112,354
		2		Sum of 2 Bedrooms, TDC	146,697
		3		Sum of 3 Bedrooms, TDC	177,436
		4		Sum of 4 Bedrooms, TDC	209,366
		5		Sum of 5 Bedrooms, TDC	229,151
		6		Sum of 6 Bedrooms, TDC	247,368
	HCC Limit per Unit	0		Sum of 0 Bedrooms, HCC	48,971
		1		Sum of 1 Bedrooms, HCC	64,202
		2		Sum of 2 Bedrooms, HCC	83,827
		3		Sum of 3 Bedrooms, HCC	101,392
		4		Sum of 4 Bedrooms, HCC	119,638
		5		Sum of 5 Bedrooms, HCC	130,943
		6		Sum of 6 Bedrooms, HCC	141,353
Walkup	TDC Limit per Unit	0	Walkup	Sum of 0 Bedrooms, TDC	69,578
		1		Sum of 1 Bedrooms, TDC	93,420
		2		Sum of 2 Bedrooms, TDC	118,836
		3		Sum of 3 Bedrooms, TDC	156,305
		4		Sum of 4 Bedrooms, TDC	192,121
		5		Sum of 5 Bedrooms, TDC	217,737
		6		Sum of 6 Bedrooms, TDC	241,919
	HCC Limit per Unit	0		Sum of 0 Bedrooms, HCC	39,759
		1		Sum of 1 Bedrooms, HCC	53,383
		2		Sum of 2 Bedrooms, HCC	67,906
		3		Sum of 3 Bedrooms, HCC	89,317
		4		Sum of 4 Bedrooms, HCC	109,783
		5		Sum of 5 Bedrooms, HCC	124,421
		6		Sum of 6 Bedrooms, HCC	137,725

Attachment 9:
TDC/Grant Limitations Worksheet

Step 4. Enter name of PHA: Allegheny County Housing Authority

Step 5. (a) Enter name(s) of project(s): Ohioview Acres

(b) Enter City (from TDC table): PITTSBURGH

(c) Enter State (from TDC table) PENNSYLVANIA

Note. If the selected City or State is wrong, return to Page 1, Step 1, to correct your selections (click on "Select City & State" tab below)

Step 6. In the appropriate BUILDING TYPE and Bedroom (BR) categories below, enter the number of NEW UNITS in section 6(a), and/or REHABILITATION UNITS in section 6(b), proposed for funding under this application.

The Excel form will calculate totals for each unit type, and worksheet totals in section 6(c), based on City and State selected on page 1.

If you are completing this Attachment 9 manually, use the applicable TDC limits for each unit type found in HUD Notice PIH 2001-22.

Definitions

NEW UNITS include all on-site and off-site rental units that will receive public housing operating subsidy. Also include any homeownership units (including lease purchase), that will be newly constructed or acquired (with or without rehabilitation) utilizing any HOPE VI grant funds or other public housing capital assistance for development.

REHABILITATION UNITS include only existing public housing units that are proposed for rehabilitation utilizing HOPE VI grant funds or other public housing capital assistance.

Building Types

Detached buildings are single-family dwellings.

Semi-Detached buildings, also referred to as "duplex" units, are structures that include only two units.

Elevator buildings include only those structures with an elevator and four or more floors above ground.

Row House refers to any structure with three or more units that has only vertical common walls. If a building with three or more units has upper/lower units (and is not an elevator building), it is classified as a Walkup.

Walkup buildings include all structures with three or more units that are not classified as Elevator or Row House.

6(a) NEW UNITS (new construction, and units to be acquired and rehabilitated)

BUILDING TYPE	BR's	Number of Units	HCC Limit per Unit	HCC Totals	Community Renewal Allowance Total	TDC Limit per Unit	TDC Limit Totals
Detached / Semi-Detached	1BR					$ 125,301	$ -
	2BR	16				$ 164,615	$ 2,633,834
	3BR	34				$ 199,475	$ 6,782,162
	4BR	4				$ 235,826	$ 943,305
	5BR					$ 258,734	$ -
Elevator	1BR	11				$ 96,002	$ 1,056,022
	2BR					$ 123,431	$ -
	3BR					$ 164,575	$ -
	4BR					$ 205,719	$ -
	5BR					$ 233,148	$ -
Row House	1BR	8				$ 112,354	$ 898,833
	2BR	36				$ 146,697	$ 5,281,093
	3BR					$ 177,436	$ -
	4BR					$ 209,366	$ -
	5BR					$ 229,151	$ -
Walkup	1BR					$ 93,420	$ -
	2BR					$ 118,835	$ -
	3BR					$ 156,305	$ -
	4BR					$ 192,121	$ -
	5BR					$ 217,737	$ -
Subtotal New Units:		109					

6(b) REHABILITATION UNITS (existing public housing units to be rehabilitated)*

BUILDING TYPE	BR's	Number of Units	HCC Limit per Unit	HCC Totals	Comm Renewal Allowance Total	TDC Limit per Unit	TDC Limit Totals
Detached / Semi-Detached	1BR					$ 112,770	$ -
	2BR					$ 148,153	$ -
	3BR					$ 179,528	$ -
	4BR					$ 212,244	$ -
	5BR					$ 232,861	$ -
Elevator	1BR					$ 86,402	$ -
	2BR					$ 111,088	$ -
	3BR					$ 148,117	$ -
	4BR					$ 185,147	$ -
	5BR					$ 209,833	$ -
Row House	1BR					$ 101,119	$ -
	2BR					$ 132,027	$ -
	3BR					$ 159,693	$ -
	4BR					$ 188,429	$ -
	5BR					$ 206,236	$ -
Walkup	1BR					$ 84,078	$ -
	2BR					$ 106,952	$ -
	3BR					$ 140,674	$ -
	4BR					$ 172,909	$ -
	5BR					$ 195,963	$ -
Subtotal Rehab Units:		0					

6(c)

Totals for all New and Rehabilitation Units	109					$ 17,595,250

* Rehabilitation Units are eligible for 90% of the TDC limit. If the project unit configuration (number of units or bedrooms) will change due to rehabilitation activities, use the number of units and bedroom sizes after rehabilitation, not the unit configuration before rehabilitation.

Attachment 9:
TDC/Grant Limitations Worksheet

COMPLETE THIS WORKSHEET LAST

To determine the maximum grant amount that may be requested in this HOPE VI revitalization application, enter the requested information. If you are using the Excel form, totals are calculated automatically.
If you are manually calculating the maximum grant amount that may be requested on this Attachment 9, follow the calculation instructions provided below on this worksheet.

6(d) TDC limit, unadjusted (entered automatically from "TDC Limit Calculation") — $ 17,595,250
(To calculate manually, enter the TDC Limit Total for all New and Rehabilitation Units from 6(c), page 2)

Step 7. Enter HOPE VI request for CSS funding. — $ 1,500,000
(from Attachment 7, Sources and Uses Budget)
(Note: request for HOPE V Community and Supportive Services (CSS) funding may not exceed 15% of total grant requested, and amounts above 5% of grant must be matched by other sources.)

Step 8. Enter HOPE VI funds requested for demolition and remediation of dwelling units. — $ 1,750,000
(Enter the combined total of the dwelling unit remediation and dwelling unit demolition line items from Attachment 7, Sources and Uses Budget)

Step 9. Enter number of PH units to be demolished (after date of application only). — 250

Step 10. Enter number of PH units to be built back on the original site. — (93)
(Do not include existing public housing units to be rehabilitated)

10(a) Number of PH units to be demolished and not replaced back on original site — 157
(Number of units identified in Step 9, minus the number of units identified in Step 10)

10(b) Percent of original PH units to be demolished and not replaced back on original site — 62.8 %
(Number of units identified in 10(a), divided by number of units identified in Step 9)
Example: Step 9 = 100 units to be demolished. Step 10 = 40 PH units to be built back on original site. 10(a) = 60 units demolished and not built back on original site. 10(b) = 60/100 = 60%

10(c) Demo/abatement costs attributable to units to be demolished and not replaced on orig. site — $ 1,099,000
(Dollar amount identified in Step 8, multiplied by percentage identified in 10(b))

Step 11. Enter HOPE VI request for "extraordinary site costs" (certified by architect or engineer) — $ -

11(a) Subtotal TDC limit, adjusted (for CSS, abatement/demolition, and extraordinary site costs) — $ 20,194,250
(Total of amounts above: 6(d) + Step 7 + 10(c) + Step 11)

Step 12. Enter all other HUD PH capital assistance proposed for HOPE VI development activities — ($ -)
(Include any project funds from the following sources: Public Housing Capital Funds or Mod funds (e.g., CIAP or CGP funds); Public Housing Development grants; previously-awarded HOPE VI demolition-only grants; and any borrowed funds secured by Capital Funds (from Attachment 7, Sources and Uses Budget))

12(a) Subtotal: Adjusted maximum allowable grant, after accounting for additional capital assistance — $ 20,194,250
(Total of Subtotal in 11(a), minus amount identified in Step 12)

12(b) Maximum allowable HOPE VI Revitalization Grant — $20,000,000
(in accordance with provisions of the HUD 2002 HOPE V: Notice of Funding Availability)

12(c) Maximum allowable 2002 HOPE VI revitalization grant request — $ 20,000,000
(The lesser of 12(a) (adjusted 'max' possible grant), and 12(b) ($20,000,000))

Step 13. Enter the amount of your 2002 HOPE VI Revitalization Grant Request — $ 20,000,000
(if different than maximum allowable grant request, above)

THIS IS NOT APPLICABLE IN THIS SITUATION. THERE ARE NO EXTRAORDINARY COSTS.

1300 BRIGHTON ROAD
PITTSBURGH PA 15233
412.322.1121
FAX 412.322.9336
www.mistick.com

MISTICK CONSTRUCTION
35 YEARS

November 27, 2001

Mr Frank Aggazio
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Re: Ohioview Acres, 2002 Hope IV Application

Dear Frank,

We have reviewed the current plans and the proposed construction sites for the above referenced project. We have analyzed the projected hard costs and find them to be realistic costs for the type of construction contemplated, the actual sites to receive the construction, and the proposed phasing and timeframe of construction.

Additionally, we have reviewed the projected soft costs against the HUD safe harbor standards and find the administration cost, developer fee and construction general requirements, builder's profit, and builder's overhead to be within the respective limits.

Please call if you have questions or require further information.

Sincerely,

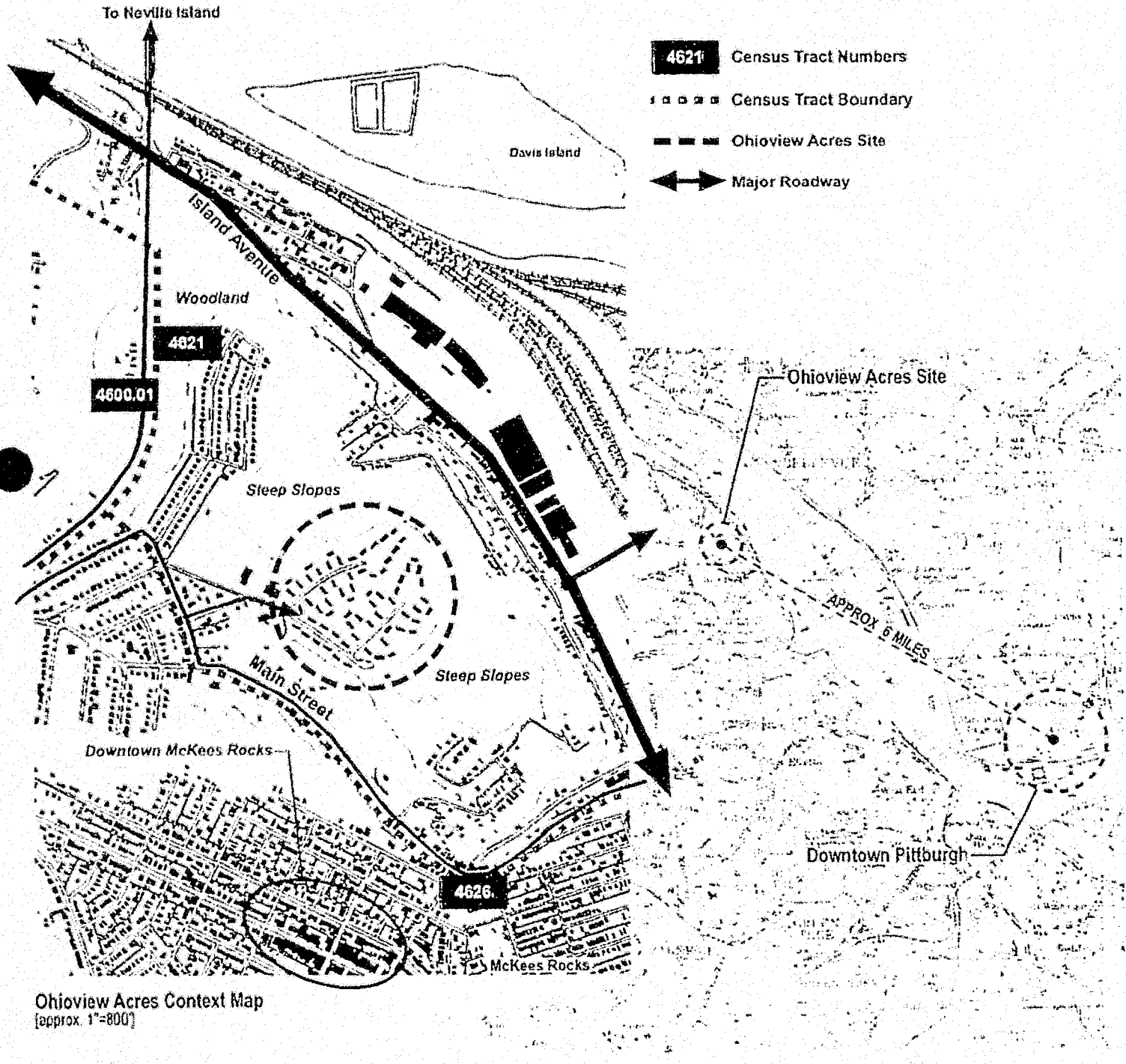
Jeffrey A. Anderson

Vice President Construction

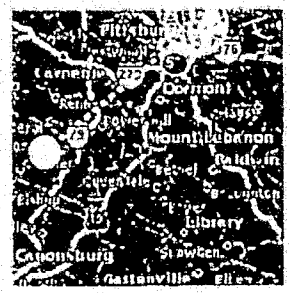


Ohioview Acres

[see attachment 33a for existing siteplan]



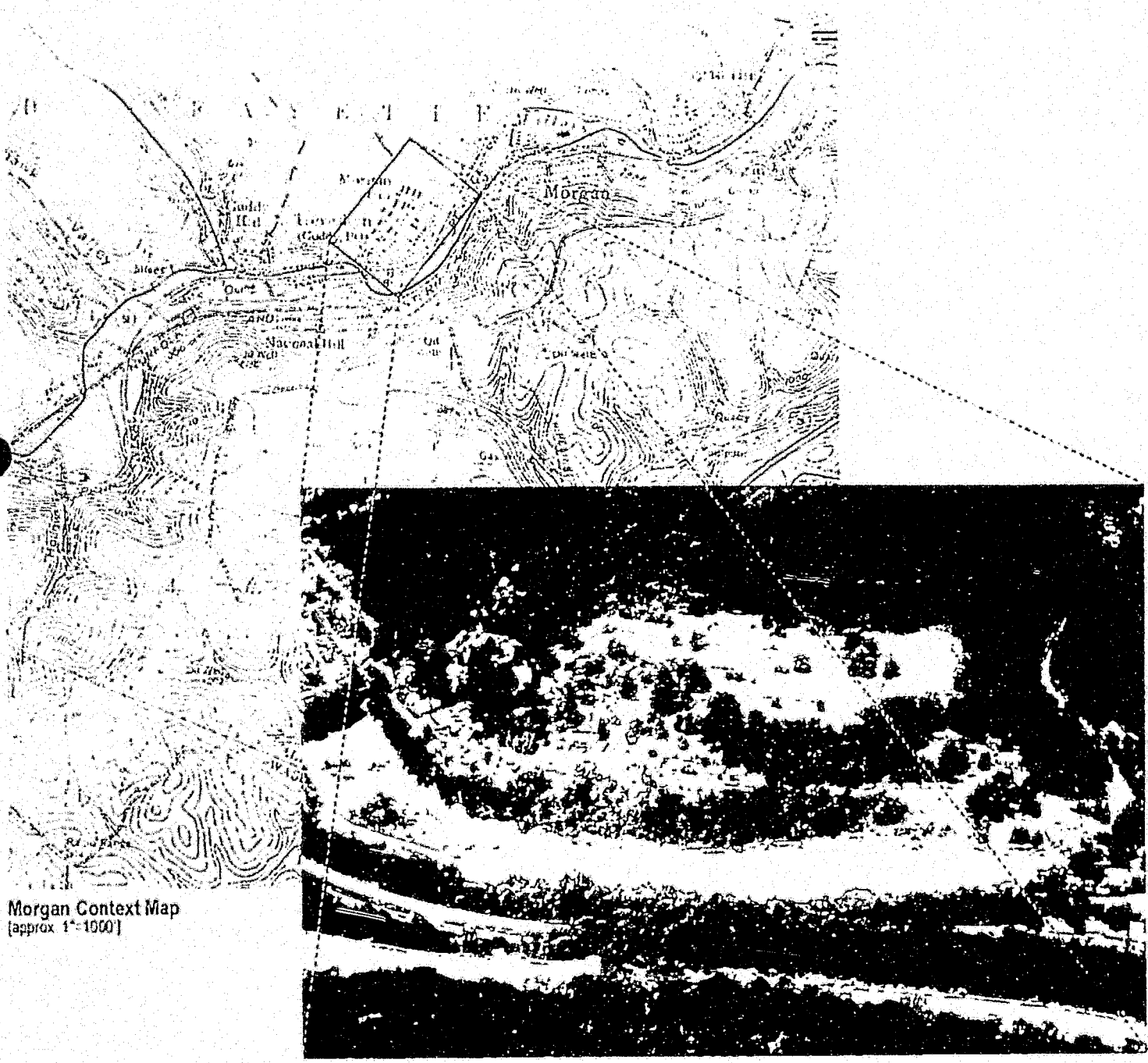
Ohioview Acres Context Map
[approx. 1"=800']



Morgan Site

Replacement Neighborhood

[see attachment 33b for existing siteplan]

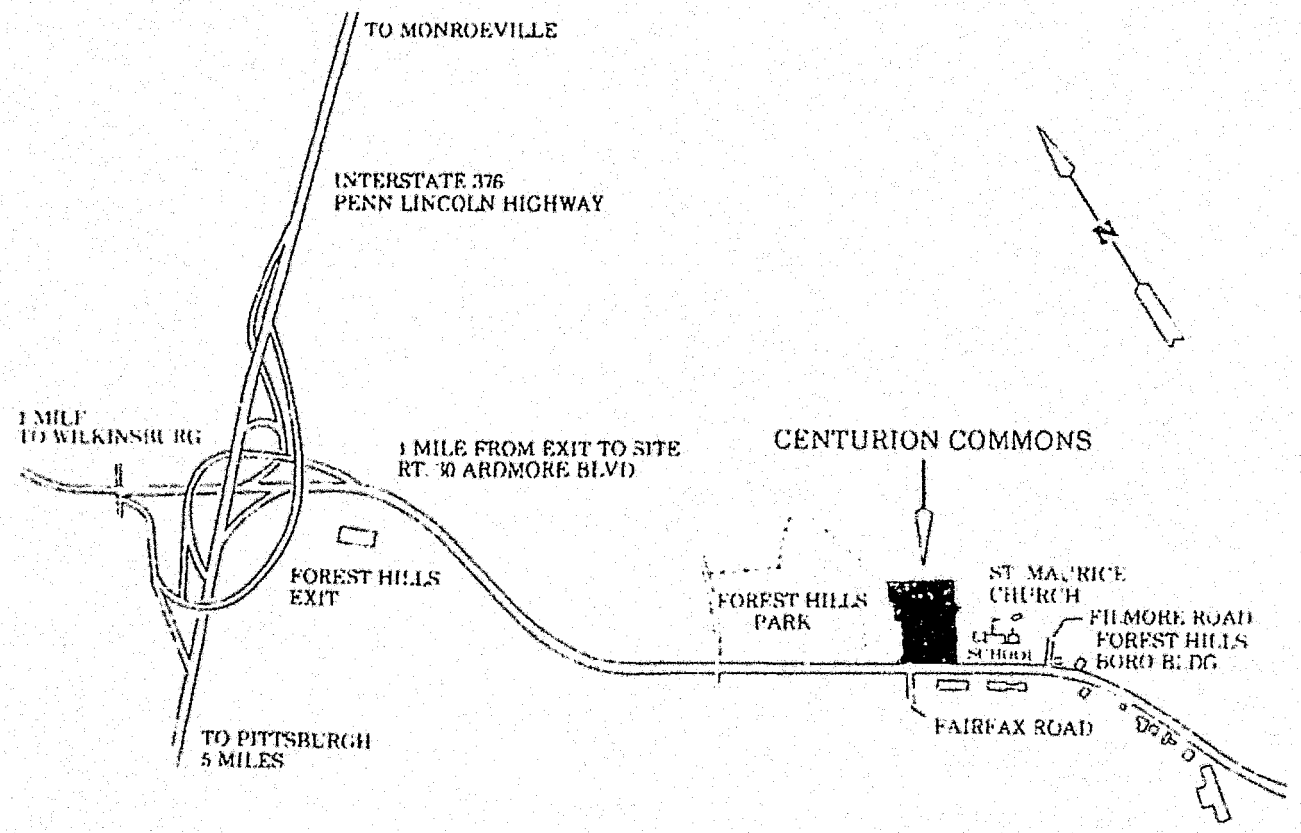


Morgan Context Map
[approx 1"=1000']



Centurion Commons

Replacement Neighborhood



Centurion Commons
Context Map

ATTACHMENT 13: DEVELOPER CERTIFICATION

This document is to certify and attest that the Allegheny County Housing Authority has rightfully procured a Developer for the Revitalization of the Ohioview Acres Development. Request for Proposals were due from prospective Developers on June 7, 2002. The Allegheny County Housing Authority received three proposals. After review and scoring of the Proposals, the Developer selected was the joint venture of Falbo-Pennrose, Inc. A Master Developer Agreement is being negotiated and will be in place before the awarding of the HOPE VI Grant.

Frank Aggazio
Executive Director

ATTACHMENT 14: PROPERTY MANAGEMENT CERTIFICATION

This document is to certify and attest that the Allegheny County Housing Authority has procured a Property Management Company to manage and operate the revitalized Ohioview Acres Development. Pennrose Management Company will manage the Development enforcing the provisions of 24 CFR 966.3 as follows:

(i.) Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;

(ii.) Instituting a system of local preferences adopted in response to local housing needs and priorities;

(iii.) Encouraging self-sufficiency by including lease requirements that promote involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;

(iv.) Implementing site-based waiting lists for the redeveloped public housing and/or following project-based management principles;

(v.) Instituting strict applicant screening requirements.

(vi.) Strictly enforcing lease and eviction provisions

(vii.) Improving the safety and security of residents through the implementation of defensible space principles security systems such as surveillance equipment, control engineering systems, etc.;

(viii.) Enhancing on-going efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with Federal, state, and local crime prevention programs and entities such as:

(A) Local law enforcement agencies;
(B) Your local United States Attorney;
(C) The Weed and Seed Program

Frank Aggazzi
Executive Director

Attachment 15: *ADMINISTRATIVE AND COMPLIANCE CHECKPOINTS REPORT*

Public Housing Authority Name: ALLEGHENY COUNTY HOUSING AUTHORITY

Development: OHIOVIEW ACRES

Revitalization Activities	Scheduled Number of Days	Timeliness Requirements
CSS Work Plan	90	*Due 90 days from Grant Agreement execution*
Supplemental Submissions	90	*Due 90 days from receipt of HUD's request*
Mixed Finance Proposal for First Phase	90	*Due 12 months from Grant Award*
Closing of First Phase	180	*Due 15 months from Grant Award*
Construction Start	180	*Due 12 months from HUD Approval of Supplemental Submission*
Construction Finish	1095	*Due 48 months from HUD Approval of Supplemental Submission*

ATTACHMENT 16: CERTIFICATION OF SEVERE PHYSICAL DISTRESS

I hereby certify that:

1. *I am a licensed engineer _____ architect __X__ (check one).*

2. *I am not an employee of the applicant public housing authority or unit of local government in which the public housing project identified below is located.*

3. *The public housing development listed below meets (in the manner described in either subparagraph (A) or (B) below) the following definition of severe physical distress:*

   Requires major redesign, reconstruction or redevelopment, or partial or total demolition, to correct serious deficiencies in the original (including inappropriately high population density), deferred maintenance, physical deterioration or obsolescence of major systems, and other deficiencies in the physical plant of the project

check one:

A. __X__ *The development currently meets the above definition of severe physical distress; or*

B. _____ *The development has been legally demolished and HUD has not yet provided replacement housing assistance, other than tenant-based assistance, for the demolished units. However, the development satisfied the definition of severe physical distress (as defined above) as of the day the demolition was approved by HUD.*

Name: GILBERT A. ROSENTHAL, AIA

Signature: _____ 11.21.02
Date

License number: RA 007991-X *State of Registration:* Pennsylvania

Applicant PHA: Allegheny County Housing Authority

Development Name: Ohioview Acres

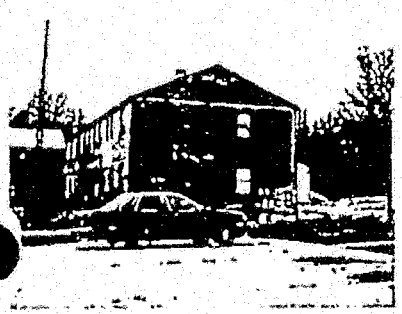
Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

Design Deficiencies





Many units do not face the street.



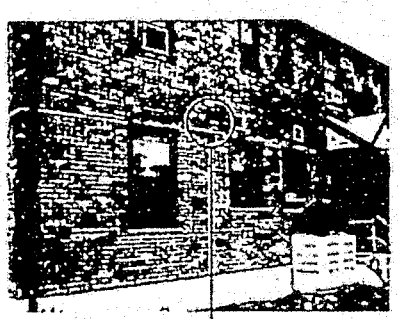
Disconnection between units and the surrounding public spaces is reflected by neglect





The barracks-like buildings are out of scale with the surrounding neighborhoods and visual identity the development as public housing

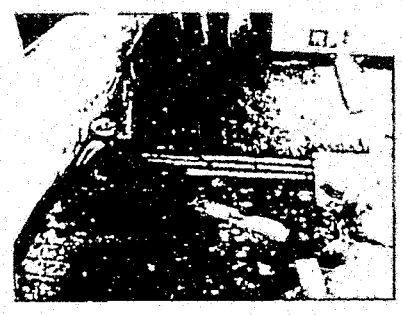
Structural Failures



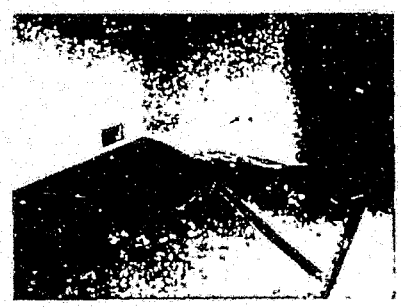
Cracked masonry walls



Fire damage.



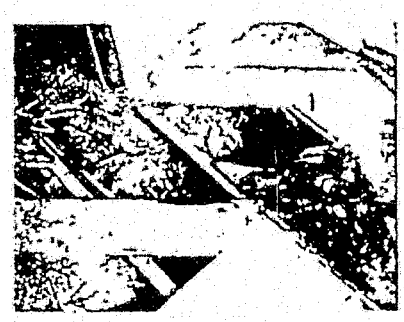
Damaged floor



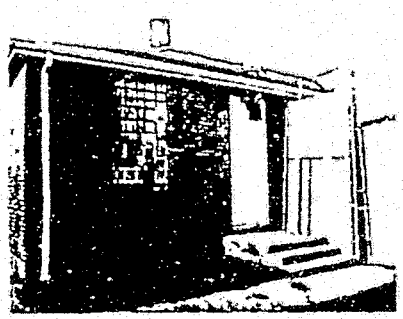
Damaged floor and walls



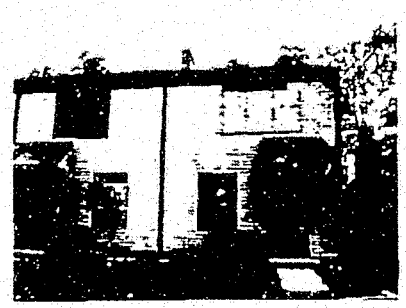
Rot on plywood floor sheathing.



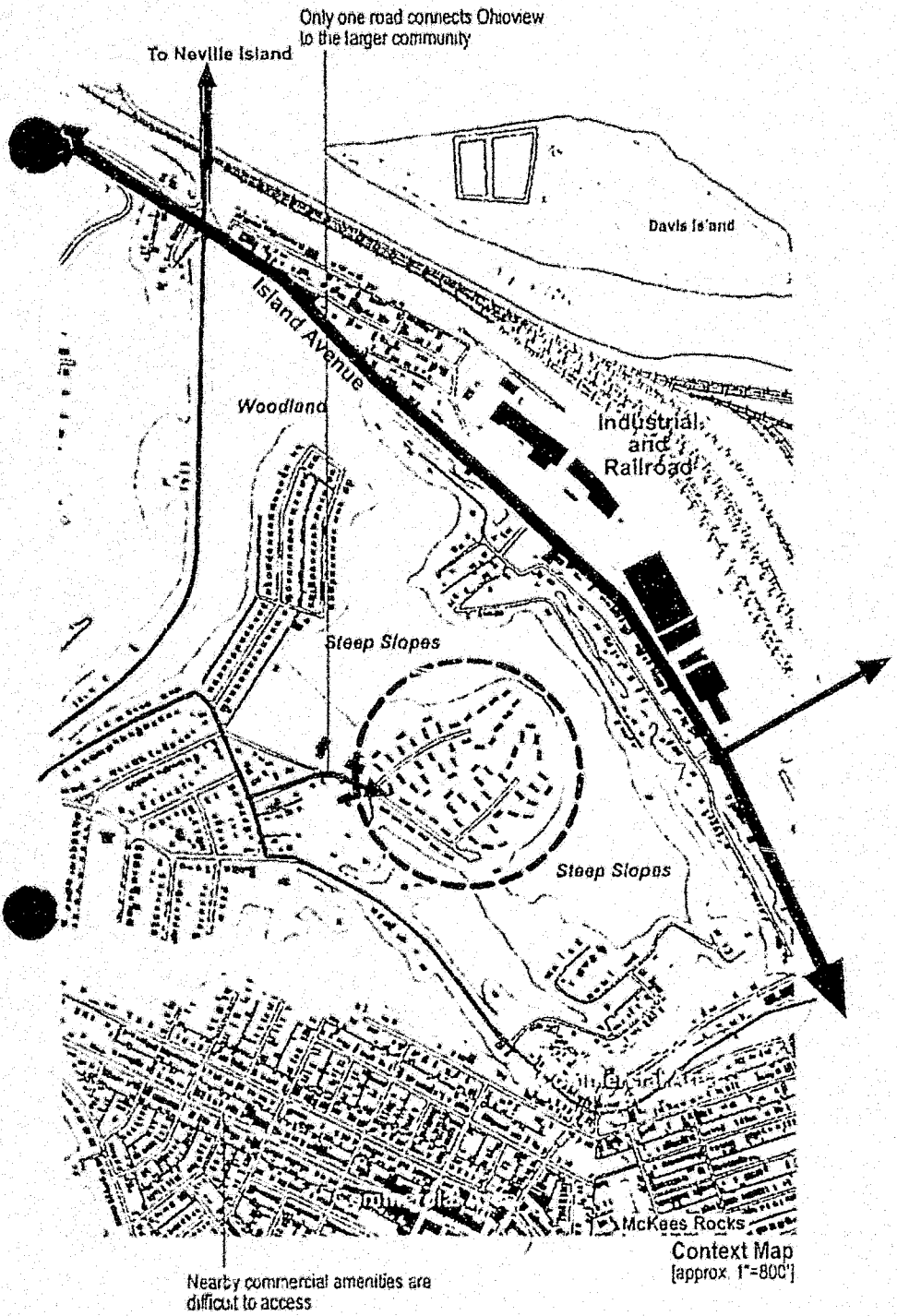
Floor structure deterioration.



Community building shows signs of neglect.



Boarded up buildings can be found throughout.



Context Map
[approx. 1"=800']

Isolation and Disconnection

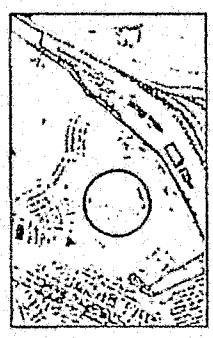
The Ohioview Acres neighborhood is isolated like an island from the surrounding context due to the natural conditions of the site, reinforced by demographic and market trends.

The figure-ground diagram on the right highlights the isolated physical pattern of Ohioview Acres in its context.



This condition is enhanced by ....

The surrounding neighborhoods are zoned for single-family residential, a marked difference from the multi-family Ohioview buildings.

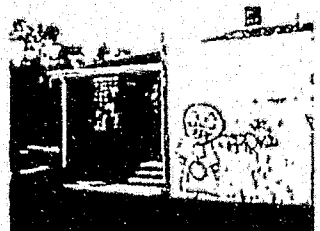


Adjacent vegetation visually separates Ohioview from its neighbors.



Very steep slopes on three sides of the Ohioview site have resulted in very few vehicular or pedestrian connections between Ohioview and other areas





Community amenities showing signs of distress.



Vacant structures in surrounding neighborhood



Vacant former commercial storefronts in surrounding neighborhood.



Typical architecture in the surrounding neighborhood.



The adjacent neighborhood shows signs of distress.



Typical architecture in the surrounding neighborhood.



Many neighborhood streets are sloped and afford views.

Attachment 19: *Physical Development Resources*

List all funds that will be used for Physical Development only. For each resource you list, you must provide a commitment document behind this Attachment that meets the standards described in the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on Attachment 7 (Sources & Uses) and the amounts in each resource commitment document.

Source of Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
Local Allegheny County Funds	$ 3,500,000.00	P-1	$
ACHA Funds	5,378,805.00	P-2	
LIHTC Equity	13,696,856.00	P-3	
Citizens Bank	1,762,930.00	P-6	
ACHA Bond Issue Mun Bldg	2,786,863.00	P-8	
Pennrose Properties, Inc	3,500,000.00	P-12	
Page Total	$ 30,625,454.00		$

Page __ of __

JAMES C. RODDEY
CHIEF EXECUTIVE

County of Allegheny

101 COURTHOUSE • 436 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15219
PHONE (412) 350-6500 • FAX (412) 350-6512

November 25, 2002

Mr. Frank Aggazio, Executive Director
Allegheny County Housing Authority
625 Stanwix Street – 12th Floor
Pittsburgh, PA 15222

Re: Ohioview Acres HOPE VI

Dear Frank,

Allegheny County would like to advise you that we have committed $3.5 million over the next five years for the revitalization efforts for the Ohioview Acres project outlined in your HOPE VI application.

The Allegheny County Housing Authority has demonstrated, through its various creative programs, the ability to provide affordable housing and social services to our low-income residents throughout Allegheny County.

Should you need the County's assistance for future endeavors, please do not hesitate to contact me.

Sincerely,

James C. Roddey

JCR/hep

ALLEGHENY COUNTY HOUSING AUTHORITY

I BE GLAD TO CALL IT HOME.

625 Stanwix Street
12th Floor, Pittsburgh PA 15222

Phone(412)355-8940

FAX(412)355-8954

TDD Occupancy
(412)355-2175

www.achsng.com

EXECUTIVE DIRECTOR

Frank Aggazio

BOARD MEMBERS

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December 2, 2002

Mr. Milan Ozdinec
Deputy Assistant Secretary for Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410

RE: Ohioview Acres HOPE VI Funding Commitment

Dear Mr. Ozdinec:

Please accept this letter as The Allegheny County Housing Authority's financial commitment for the HOPE VI Revitalization of the Ohioview Acres Development. This funding, from Non-Federal Sources, will be in the amount of $ 5,378,805.

If there are any questions concerning the HOPE VI funding, please feel free to contact me at 412.402.2450

Sincerely,

Frank Aggazio

Frank Aggazio
Executive Director

PENNSYLVANIA
HOUSING FINANCE AGENCY

2101 North Front Street
Harrisburg, Pennsylvania 17110
TTY (717) 780-1869

(717) 780-3928
Fax: (717) 780-1865
Email: devans@phfa.org

November 27, 2002

Mr Frank Aggazio
Executive Director
Allegheny County Housing Authority
625 Stanwix Street
Pittsburgh, PA 15222

Re: Ohioview Acres
HOPE VI Application

Dear Mr. Aggazio:

The Pennsylvania Housing Finance Agency is the administrator of the Low Income Housing Tax Credit Program, which is available to multifamily developments. Applicants may submit applications during predetermined funding cycles. The next funding cycle closes on April 14, 2003, with decisions made in September 2003. Typically, the funding rounds occur in the Fall and Spring of each year, however, the funding cycles for the 2004 allocation of Tax Credits will be determined with the adoption of the 2004 Allocation Plan.

Low Income Housing Tax Credits are allocated by region throughout the Commonwealth. The amount of funding for the 9 percent credit available to Region 5 this year is over $4,473,000.

We understand you will be applying for $769,029 and $943,078 in low income housing tax credits. Based on our limited understanding of the proposed revitalization at Ohioview Acres, it appears that the development will be eligible to compete for a reservation of Tax Credits. The Agency is not in a position to make a reservation of Tax Credits until after a thorough review of all Tax Credit applications during a competitive funding round.

Low Income Housing Tax Credits are subject to maximum per unit basis limitations, which are based upon the U.S. Department of Housing and Urban Development's Section 221(d)(3) maximum mortgage limits. There are presently no set-aides in the Allocation Plan for public housing authorities. Criteria for selection are identified in our Multifamily Housing Application Package and Guidelines.

If you have any questions on this matter, do not hesitate to contact us.

Sincerely,

David L. Evans
Assistant Executive Director
of Multifamily Housing

Related Capital Company
Capital Solutions

December 3, 2002

Richard Barnhart
Pennrose Properties, Inc.
One Liberty Place
Suite 3810
Philadelphia, Pennsylvania 19103-7332

RE: Ohioview Acres HOPE VI Phase I("Project")
Ohioview Acres HOPE VI Phase I L.P. ("Owner")

Dear Mr. Barnhart:

I have reviewed the projections you sent to me for Ohioview Acres HOPE VI Phase I (the Project), a low-income development in Stowe Township, PA. We understand that the Housing Authority of Allegheny County is submitting an application to the Department of Housing and Urban Development for HOPE VI funding. This application shows you as developer receiving DOED and Program Income from the Allegheny County Housing Authority and an allocation of $769,105 in 9% Low Income Housing Credits to support the construction of 87 low-income units.

Your projections call for an equity investment equal to $.80 per $1 of Federal Tax Credits. This pricing would generate a total equity investment of $6,152,231. This price is consistent with what is generally being offered in the current environment. We can make a firm investment offer within a few business days of the receipt of a tax-credit allocation and submission to Related Capital of a tax-credit and tax-loss pro forma consistent with the allocation.

Based upon the current structure of the transaction, the Capital Contribution will be payable as follows:

(i) 85% of Net Equity during construction; and,
(ii) 15% upon achievement of Completion and an agreed upon occupancy level.

We both understand that there are many other material points that still have to be discussed, that Related Capital has to be fully satisfied with its due diligence investigation, and that neither Pennrose nor Related Capital has any obligation to the other concerning the project discussed above.

Thank you for giving us the opportunity to review this project.

Sincerely,

Leonora Fernando
Vice President

Related Capital Company
Capital Solutions

December 3, 2002

Richard Barnhart
Pennrose Properties, Inc.
One Liberty Place
Suite 3810
Philadelphia, Pennsylvania 19103-7332

RE: **Ohioview Acres HOPE VI Phase II("Project")**
Ohioview Acres HOPE VI Phase II L.P. ("Owner")

Dear Mr. Barnhart:

I have reviewed the projections you sent to me for Ohioview Acres HOPE VI Phase II (the Project), a low-income development in Stowe Township, PA. We understand that the Housing Authority of Allegheny County is submitting an application to the Department of Housing and Urban Development for HOPE VI funding. This application shows you as developer receiving DOED and Program Income from the Allegheny County Housing Authority and an allocation of $943,078 in 9% Low Income Housing Credits to support the construction of 94 low-income units.

Your projections call for an equity investment equal to $.80 per $1 of Federal Tax Credits. This pricing would generate a total equity investment of $7,544,626. This price is consistent with what is generally being offered in the current environment. We can make a firm investment offer within a few business days of the receipt of a tax-credit allocation and submission to Related Capital of a tax-credit and tax-loss pro forma consistent with the allocation.

Based upon the current structure of the transaction, the Capital Contribution will be payable as follows:

(i) 85% of Net Equity during construction; and,
(ii) 15% upon achievement of Completion and an agreed upon occupancy level.

We both understand that there are many other material points that still have to be discussed, that Related Capital has to be fully satisfied with its due diligence investigation, and that neither Pennrose nor Related Capital has any obligation to the other concerning the project discussed above.

Thank you for giving us the opportunity to review this project.

Sincerely,

Leonora Fernando
Vice President

CITIZENS BANK

Commercial Real Estate
525 William Penn Place
27TH Floor, Suite 2750
Pittsburgh, PA 15219

December 3, 2002

Mr. Frank Aggazio
Executive Director
Allegheny County Housing Authority
625 Stanwix Street
12th Floor
Pittsburgh, PA 15222

Re: Ohioview Acres HOPE VI

Dear Mr. Aggazio:

Please accept this letter as our expression of interest to provide construction and permanent financing as discussed below for the Ohioview Acres revitalization plan, including two phases of rental housing on the current site at Ohioview, 15 homeownership units on-site at Ohioview, and 25 homeownership units at the Morgan property.

Please note that our interest in providing credit facilities is contingent upon (1) the receipt of a HOPE VI funding award from the US Department of Housing and Urban Development, and (2) our thorough and complete due diligence and underwriting of the request(s) and the approval by the appropriate bank authorities. Any approval to grant credit will be evidenced by a formal commitment letter(s).

Our interest in providing credit for the development is outlined as follows:

1. Construction Financing in the amount of $900,000 for the development of 15 single-family, for-sale homeownership units to be located at the existing Ohioview site.
2. Permanent financing for the two phases of rental units located at the existing Ohioview site, $540,314 for Phase One and $322,616 for Phase Two.

In addition to the facilities set forth above, the bank is also interested in providing qualified property homebuyers with purchase money mortgage financing.

This letter is not to be construed as a commitment letter. The above general terms and conditions are not intended to fully represent all lending terms and conditions. Prior to

the issuance of any loan commitment, the Bank will require full underwriting and internal credit approval. It is understood that a loan on the part of Citizens Bank would not be limited to the general terms set forth above.

I look forward to continuing to work on this financing request in our efforts to enable the Ohioview Acres revitalization plan to become a success.

Thank you for giving us the opportunity to participate in what appears to be a great community revitalization effort.

Sincerely,

Frances M Carthy for Bobbie Tucker

Bobbie M. Tucker
Vice President & Team Leader
Commercial Real Estate Group

cc: R. Kirschner
R. Falbo
C. Picone

ALLEGHENY COUNTY HOUSING AUTHORITY

BE GLAD TO CALL IT HOME.

625 Stanwix Street
12th Floor, Pittsburgh PA 15222

Phone(412)355-8940

FAX(412)355-8954

TDD Occupancy
(412)355-2175

www.achsng.com

EXECUTIVE DIRECTOR
Frank Aggazio

BOARD MEMBERS
Deborah Booker
Chairperson
Evelyn Benzo
Mike Duncan
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Allan E. Wampler

December 2, 2002

Mr. Milan Ozdinec
Deputy Assistant Secretary for Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410

RE: Ohioview Acres HOPE VI Funding Commitment

Dear Mr. Ozdinec:

Please accept this letter as The Allegheny County Housing Authority's financial commitment for the HOPE VI Revitalization of the Ohioview Acres Development. This funding, from the issuances of Tax-Exempt Bonds, will be in the amount of $ 2,786,863.00.

If there are any questions concerning the HOPE VI funding, please feel free to contact me at 412.402.2450

Sincerely,

Frank Aggazio
Executive Director

COHEN & GRIGSBY, P.C.
ATTORNEYS AT LAW

11 STANWIX STREET
15TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222-1319

TELEPHONE (412) 297-4900
FAX (412) 209-0672

Direct Dial (412) 297-4982
E-mail: cbrodbeck@cohenlaw.com

Direct Fax (412) 394-4282
URL: http//www.cohenlaw.com

November 29, 2002

Department of Housing and
Urban Development
451 South Street, S.W.
Room 4130
Washington, DC 20410

Attn: Mr. Milan Ozdinec, Deputy Asst. Secretary
for Public Housing Investments

Re: **Allegheny County Housing Authority – Ohioview Hope VI Revitalization Development**

Ladies and Gentlemen:

We are Bond Counsel to the Allegheny County Housing Authority (the "Authority") of bonds to finance the Ohioview Hope VI Revitalization Development. This letter is being provided to you in connection with an application being submitted by the Authority for the Ohioview Hope VI Revitalization Development.

Please be advised it is our opinion that the Authority is a public body corporate and politic under laws of the Commonwealth of Pennsylvania which has the ability to issue bonds, the interest on which is excludable from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code").

We note that any specific issuance of bonds must comply with the Code and the regulations thereunder.

Very truly yours,

COHEN & GRIGSBY, P.C.

By: Charles R. Brodbeck
Charles R. Brodbeck

CRB/dms
697080_1

PNC CAPITAL MARKETS

December 4, 2002

Department of Housing and
Urban Development
451 South Street, S.W.
Room 4130
Washington, D.C. 20410

Attn: Mr. Milan Ozdinec, Deputy Asst. Secretary
for Public Housing Investments

Re: **Allegheny County Housing Authority – Ohioview Acres HOPE VI Revitalization Development**

Ladies and Gentlemen:

PNC Capital Markets, Inc. ("PNC") has been retained by the Allegheny County Housing Authority (the "Authority") to serve as underwriter for upcoming tax-exempt bonds to be issued by the Authority, including bonds to be issued in connection with the Ohioview Acres HOPE VI Revitalization Development.

Please be advised that it is our opinion as underwriter that the financing as currently proposed would be able to be successfully completed as a tax-exempt public sale. While our firm cannot formally guaranty the final outcome of such a bond sale, we believe that the structure, outlined in a form substantially similar to that below, can be successfully sold in the public markets at terms favorable to the Authority.

Borrower: Allegheny County Housing Authority

Purpose: Ohioview Acres HOPE VI Revitalization Development / Stowe Township Municipal Services Building

Amount: Approximately $2,786,863 (proceeds)

Term: Final maturity of approximately 30 years

Repayment Semi-annual interest and annual principal payments such to produce level annual debt service over the life of the bonds of approximately $190,000.

Interest Rate: Based on current market conditions as of December 4, 2002, as well as the security structure outlined below, the yield on the bonds is currently estimated to be 4.95%. The all-in rate, including all estimated financing costs is currently estimated at 5.10%.

Security: Lease payments made by Stowe Township to the Authority under a lease agreement. Such payments may or may not be supported by a general obligation pledge of the Township. Additional collateral may be secured in the form of a first mortgage lien on the subject property and building

Enhancement: The bonds may or may not be supported by a municipal bond insurance policy.

Optional Redemption: The bonds will be subject to optional redemption at the direction of the Authority, likely without a prepayment penalty. Subject to market conditions and investor demand at the time of the bond sale, such redemption could occur as early as five years from the dated date of the bonds.

Final approval by PNC to underwrite the proposed bond issue will likely be contingent upon the Authority's receipt of approval of the HOPE VI grant and receipt of all other necessary documentation and funding approvals

As underwriter to the Authority, we support the Authority's application to the United States Department of Housing and Urban Development HOPE VI Program and look forward to serving as a partner in the financing of this project.

Sincerely,

Timothy D. Frenz
Senior Director
412-762-2213

PENNROSE

Development • Management • Service

Pennrose Properties, Inc.
One Liberty Place • Suite 3810 • Philadelphia, PA 19103-7332
Tel 215-979-1100 • Fax 215-979-1101

December 2, 2002

Frank Aggazio M.P.A.
Executive Deputy Director
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

RE: **Construction Financing Homeownership Component at Morgan for the HOPE VI Ohio View Acres Application**

Dear Frank:

In accordance with the threshold requirements for the above-mentioned application, please be advised that Falbo-Pennrose Joint Venture will provide construction loan financing in the amount of $3,500,000.

Upon selection of this application Falbo-Pennrose reserves the option to secure the financing from conventional lenders and/or other sources.

Please call me should you have any questions regarding this commitment.

Sincerely,
Pennrose Properties, Inc.

Mark H. Dambly

MHD/lacs

Attachment 20: *Community and Supportive Services Resources*

List all funds or services that will be used for Community and Supportive Services only. For each resource you list, you must provide a commitment document behind this attachment that meets the standards described the match and leveraging section of the NOFA. The amounts listed on this form must be consistent with the amounts listed on Attachment 7 (Sources & Uses) and the amounts in each resource commitment document

Source of CSS Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
Dept. of Human Services	$ 2,580,000.00		$
Comm. College of Allegheny County	500,000.00		
UPMC Braddock	963,269.00		
Youth Works	1,200,000.00		
Youth Places	300,000.00		
ACHA	493,780.00		
The First Tee of Pittsburgh	1,511,500.00		
Waterfront Housing, G.P.	500,000.00		
Focus on Renewal	148,000.00		
Page Total	$ 8,196,549.00		$

Page ____ of ____

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

Marc Cherna, Director

Office of Community Services
ted Way Building 2nd Floor
e Smithfield Stree
Pittsburgh PA 15222-2225

Ph.: 412-350-6611
Fax: 412-350-2785

November 26, 2002

Phillip Manion
Allegheny County Housing Authority
341 Fourth Avenue
Fidelity Building
Pittsburgh, PA 15222

Dear Mr. Manion:

Allegheny County Department of Human Services, Office of Community Services (OCS) is pleased to partner with Allegheny County Housing Authority on a Hope VI Grant for the Ohioview Acres public housing community.

As you know, OCS has been involved in the Ohioview Acres community for some time. Indeed, there are currently $360,000 worth of OCS services offered directly and on-site to residents of this community. Additionally, other services offered through the Department of Human Services, such as mental health/mental retardation, drug and alcohol, and child welfare, will continue on an individual basis.

If the Hope VI grant is secured, OCS pledges to increase its commitment by providing new and additional funding in the amount of $645,000 per year for four years to provide educational, family support, and employment & training services for residents. The attached matrix delineates OCS contributions.

OCS looks forward to working with the Housing Authority on this project. If you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Reginald B. Young

Reginald B Young
Deputy Director

Attachment

RBY/afs

CCAC

Community College of Allegheny County

ALLEGHENY CAMPUS
808 Ridge Avenue
Pittsburgh, PA 15212-6097
412 237.2525
www.ccac.edu

RECEIVED
OCT 2002
RESIDENT... DEPARTMENT

October 28, 2002

Mr. Philip Manion
625 Stanwix Street
12th Floor
Pittsburgh, PA 15222

Dear Mr. Manion:

We are writing this letter in support of your application for HOPE VI funds to bring major improvements to the Ohioview Acres site in Stowe Township.

We, the CCAC Institute for Corporate and Professional Development has a great deal of experience and we will utilize our staff and facilities to assist in implementing the goals and objectives of this program by offering GED classes, CNA classes, Academic readiness classes, all levels of Computer classes, including Computer Certification Programs and job readiness classes that would include subjects such as: goal setting, problem-solving, conflict resolution, money and time management, workplace etiquette, and removing barriers to successful sustained employment in this region and we have the ability and the skills to offer these types of classes at Ohioview Acres in Stowe Township.

We would be willing to test the participants before they begin the program, to continue to monitor their progress through the educational process, test the participants at the end of the program and assist the participants in their employment searches. To help with the Computer training we will be able to provide a lap top lab for the participants in this program. We will also provide some supplies and materials, consultation for the participants and other "internal" operational costs for this program. These resources will value ($100,000.00) one hundred thousand dollars on an annual basis and over the next (5) five years our contribution will be slightly in excess of ($500,000.00) five hundred thousand dollars.

We appreciate the opportunity to be an active partner with the HOPE VI Grant opportunity with the Allegheny County Housing Authority at the Ohioview Acres site in Stowe Township.

If you need further information regarding our contribution, please just let us know.

Sincerely,

Dr. David Just, Dean
Corporate and Professional Development

UPMC Braddock

A hospital of UPMC Health System

400 Holland Avenue
Braddock, PA 15104-1599

November 19, 2002

Philip Manion
Director of Resident Services
Allegheny County Housing Authority
625 Stanwix Street
Pittsburgh, PA 15222

Dear Mr. Manion,

UPMC Braddock is writing to enthusiastically support Allegheny County Housing Authority's proposal for the HOPE VI renovations at Ohioview Acres. We would be very interested in providing on-site health and wellness services for the residents. The Ohioview HOPE VI would be a natural extension of our existing partnership providing services to all 18 of your senior high rises.

UPMC Braddock has over 7 years of experience providing services to residents at both family and senior sites and is sensitive to dealing with issues that residents in public housing communities face. The Outreach staff has attended cultural competency training. I plan to staff the Ohioview site with an African American nurse who, at one time, *lived* in the Talbot Towers Housing Complex. She has a great deal of nursing experience not only with general medical topics, but has also worked with chemical dependency and psychiatric clients. In addition to her nursing experience, she can truly empathize and be a positive role model for other residents seeking to achieve self-sufficiency.

UPMC brings a host of resources to this project. In addition to being the premiere health care system in western PA, UPMC Braddock has received several grants that could directly benefit the Ohioview residents:

Grant	Total Grant Amount	Total % of Grant directly allocated to Ohioview Acres
Dental Grant	$208,050.00	$20,805.00
Smoking Prevention Grant	$302,304.00	$30,204.00
CHIP Grant	$50,000 annually	$10,000.00
Health for Life Grant	$50,000 annually	$ 5,000.00
Grand total of Grants		**$66,009.00**

In addition to grant funds that UPMC Braddock is able to leverage, we will also be contributing valuable medical services. The following table details the kinds of services

we can provide and their estimated financial value to the residents. We will target services designed to meet the two biggest health problems facing African American residents – diabetes and heart disease. Estimates are based on values provided by the Centers for Disease Control

Service	Incremental Value per unit of service	Total Value over 4 years
Blood pressures (estimated # of blood pressures per year – 600)	$15.00	$36,000.00
Glucometers – blood sugar measurement (estimated # of glucometers per year – 200)	$5.00	$4,000.00
Flu shots (estimated # of flu shots per year – 50)	$450.00	$90,000.00
Diverted hospital admissions (estimate 15 per year)	$10,491.00	$629,460.00
Health education (estimated 52 classes per year)	$50.00	$10,400.00
Value of in kind donation of the services of UPMC Braddock's Director of Community Wellness	$40,000.00	$40,000.00
Office furniture	$2,000.00	$2,000.00
Medical equipment such as blood pressure cuffs, glucometer supplies, dressings, etc.	$2,000.00	$2,000.00
Set up of the Outreach Office	$1,000.00	$1,000.00
Health Fairs (2 per year)	$20,000.00	$20,000.00
Nursing Assessment – every resident would receive an annual assessment (312 residents)	$50.00	$62,400.00
Grand Total of Services		**$897,260.00**

Combining the above tables, UPMC Braddock would be able to provide $66,009.00 in grants one time, and $224,315.00 per year for four years in services for a total of $897,260.00 over four years in services. This is a grand total of $963,269.00 in grants and services for the project. UPMC Braddock strives in everything it does to ensure that underserved residents have access to the finest health care facilities and services available. The Ohioview HOPE VI project would enable us to extend our current mission. Please feel free to call me if you have any further questions at 412-636-5169.

Sincerely,

Kim Fedor

Kim Fedor, BSN, MBA
Director of Community Wellness
UPMC Braddock

YouthWorks

13 Pride Street • Pittsburgh, PA 15219 • Tel: 412.281.6629 • Fax 412.281.6678

October 25, 2002

Mr. Philip Manion
Director of Housing and Community Services
625 Stanwix Street 12th Floor
Pittsburgh, PA 15222

Dear Mr. Manion:

YouthWorks, Inc. supports a HOPE VI program in Ohioview Acres. Allegheny County Housing Authority's continued concern for both youth and employment for their residents is highly regarded and a HOPE VI grant would supply many of these needs.

YouthWorks, Inc. is currently showing its support of the youth in OVA through the United Front for Housing program by committing staff and jobs to the youth there. We wholeheartedly support the HOPE VI effort and to show our support in response to your request we are willing to commit the following new services:

- Youth job readiness training
- Retention specialists
- Case Managers
- Staff Trainings
- Program evaluation
- Technical assistance to programs

The cost of these services is $300,000 per year equaling over a four-year period $1.2 million dollars.
Should you have any questions, please contact Jennifer Jefferies Murrell at 412-281-6629x217.

Sincerely yours,

Richard Garland

Richard Garland
Executive Director
YouthWorks, Inc.

YouthPlaces

A Tides Center Project
13 Pride Street, 3rd Floor - Pittsburgh, PA 15219
Phone: (412) 434-0851 Fax: (412) 281-6683

October 24, 2002

Philip Manion
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Manion,

In response to your letter dated October 9, 2002, we are willing to commit towards the following youth service areas:

- staff trainings
- youth programming standards
- youth surveys
- youth employment
- youth career readiness
- youth academic enrichment
- male/female youth mentoring
- youth recreation
- youth training
- field trips

These services are valued at approximately $75,000 each year for 4 years, totaling a $300,000 commitment. Should you have any questions, please contact Michael Matthews at (412) 434-0851

Michael Matthews,
Challenge Grant Systems Manager

ALLEGHENY COUNTY HOUSING AUTHORITY

U BE GLAD TO CALL IT HOME.

625 Stanwix Street
12th Floor, Pittsburgh PA 15222

Phone:(412)355-8940

FAX(412)355-8954

TDD Occupancy
(412)355-2175

www.achsng.com

EXECUTIVE DIRECTOR

Frank Aggazio

BOARD MEMBERS

Deborah Booker
Chairperson

Evelyn Benzo

Mike Duncan

Michelle Pagano

Allan E. Wampler

November 26, 2002

Mr. Milan Ozdinec
Deputy Assistant Secretary for Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410

RE: Community and Supportive Service Funding

Dear Mr. Ozdinec:

The Allegheny County Housing Authority will provide the community of Ohioview Acres with funding of $ 123,445.00 per year for four years for a total cash contribution of $ 493,780.00. If funded by the HOPE VI Grant award, this funding will be used for equipment purchases and staffing at the Development.

If there are any questions concerning this commitment of funding for Community and Supportive Services for the HOPE VI Application, please feel free to contact me at 412.402.2450.

Sincerely,

Frank Aggazio
Executive Director

The First Tee®
Pittsburgh

Mr. Frank Aggazio
Executive Director
Allegheny County Housing Auth.
625 Stanwix St. 12th Floor
Pittsburgh, PA 15222

Dear Mr. Aggazio

This letter serves as confirmation that The First Tee (TFT) of Pittsburgh will participate in providing community services in support of the Hope VI proposal in Stowe Township TFT Pittsburgh's mission is to affect the lives of children through golf and the lessons learned from playing the game. We do this by using the platform of golf instruction to engage kids in an interesting activity and educating them about core skills such as perseverance, goal-setting, honesty, trust, sportsmanship, dealing with success/failure/frustration/anger, and socialization skills. The end goal is to give the kids an activity that is useful professionally/socially/recreationally with values that extend to their everyday lives.

TFT will establish an outdoor practice area on site and adjacent to the Ohioview Acres Development in order to implement our comprehensive program. This includes a building that will have office space, classrooms, and an area for our simulators. The site will also have an outdoor practice area.

Our organization, named the Best Junior Program in the U.S. by Golf Digest in 2002, will provide a complete golf/core life skills curriculum for kids ages seven through the end of high school. We will utilize state-of-the-art equipment and instruction techniques to provide the children with an experience that enriches their lives and interactions with others as well as giving them an activity that they'll utilize recreationally and professionally for the rest of their lives.

Within The First Tee program the juniors are introduced both to the game and the core skills at a basic "Par" level. Through time and participation the members progress through "Birdie" and "Eagle" levels. The final step is becoming part of TFT Pittsburgh's Junior Advisory Board where those kids engage in activities that involve self-governance, special events and community service. Some of these activities include: Mentoring younger kids, participation in a First Tee television show, advanced field trips and events, and many other opportunities.

Schenley Park Golf Course
Phone (412) 682-2403 • Fax (412) 682-2405 • email schenleygolf@aol.com
Forbes & Schenley Drive • Pittsburgh, PA 15217

Costs Associated with this Program:

OPERATIONAL EXPENSES.

These are based on a year-round program containing 350 kids.

Instruction (15 hours per child in groups with a ratio of one instructor per every five children Instructor rates are $20 per hour)	$ 21,000
Access to Schenley Park Golf Course (Season Junior Pass @ $250 per child, unlimited play)	$ 87,500
Transportation (Vans, busses to transport kids to course)	$ 20,000
Educational Materials	$ 10,000
Staffing (This presumes a classroom/practice facility will be built and will require a full-time staff person.)	$ 25,000
Utilities & Maintenance (Building)	$ 12,000
Maintenance (Outdoor Practice Facility)	$ 20,000

CAPITAL EXPENSES
(One time costs)

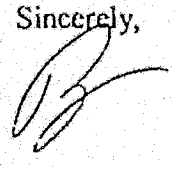
Construction of a Building (building will contain classroom(s), office and simulator)	$200,000
2 Simulators @ 47,000 each	$ 94,000
Creation of Outdoor Practice Area	$ 150,000
Maintenance Equipment for the Outdoor Area	$ 90,000
Total Annual Cost	$195,500 per year
Total Capital Expense	$534,000

TFT Program will form a partnership with the Allegheny County Housing Authority (ACHA)

We will offer the Ohioview Acres youth a program that is life changing. The program represents our first off-site partnership, and we are excited about the opportunity it brings Typo in former revision
Since this is such a unique concept, we plan to aggressively seek additional resources from local foundations to support and expand our partnership efforts.

We will make a five (5) year commitment that includes $534,000 in capital expenses and $149,000 per year, with the ACHA, in on-going operating costs. We are prepared to commit a total of $1,511,500 over a five year period .

Sincerely,



Bruce Stephen
CEO

WATERFRONT HOUSING G.P.
625 STANWIX STREET
PITTSBURGH, PA 15222

November 5, 2002

Mr Frank Aggazio
Executive Director
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Aggazio

In support of The HOPE VI application for the Ohioview Acres Development, Waterfront Housing G.P., a 501 (c)3 corporation, will contribute five hundred thousand dollars ($ 500,000) in cash to The Allegheny County Housing Authority.

If there are any questions regarding this support letter, please feel free to contact me at 412.402.2440.

Sincerely,

Walter MacFann
Assistant Vice President

FOR STO-ROX
FOCUS ON RENEWAL
NEIGHBORHOOD CORPORATION

701 CHARTIERS AVENUE
MCKEES ROCKS, PA 15136
(412) 771-6460
FAX: (412) 771-2943
http://trfn.clpgh.org/for/

November 27, 2002

COMMUNITY CENTER

BUTTERFLY GARDEN
DAY CARE
331-7655

COMMUNITY CONNECTIONS
FOR FAMILIES
331-2434

COMPUTER/JOB TRAINING
CENTER
778-0378

CREDIT UNION
771-3777

EARLY HEAD START/
FAMILY FOUNDATION
771-2810

FAMILY HEALTH
CENTER
462

FAMILY DENTAL
CENTER
771-1839

LEARNING CENTER
331-2400

LIBRARY
771-1222

POSITIVE PARENTING
PROGRAM
X 232

SENIOR CITIZEN
CENTER

TRANSPORTATION
771-6813

To Whom It May Concern:

We write this letter to support the Allegheny County Housing Authority, as it applies for a Hope VI Grant, in order to revitalize the housing community of Ohio View Acres. O.V.A., as it is locally known, is in the designated service area of Focus on Renewal Sto-Rox Neighborhood Corporation.

Focus on Renewal is a thirty-two year old community based organization which has developed a comprehensive network of services to enhance the quality of life and the self-sufficiency of the local residents. Having worked through the past three decades with many of the resident councils with varying degrees of success, we would consider our involvement in O.V.A as a logical extension for the federal, state, and county funded services which we already provide at eight different sites throughout the Sto-Rox neighborhood.

For the past fifteen years we have been on-site at Hays Manor and McKees Rocks Terrace (now called Meyers Ridge). There we provide family support services which include many of the services which might be provided at O.V.A.

As we look ahead and plan what Focus on Renewal might offer to enhance the self-sufficiency and economic independence of the residents of O.V.A., let us list some of the services which we now provide and which we would be able to offer if the need for such services were documented.

A. Health Care

Health education and disease prevention services, primary health care and wellness services; maternal and child health; health insurance advocacy; substance abuse and smoking prevention.

Value: $45,000

B. Family Support

Respite, peer support, counseling, education, 3 and 4 year old pre-school; place for families to relax, play and learn together.

Value: $32,000

C. Adult Literacy

Basic one on one literacy training; G.E.D. preparation; E.S.L. (English as a Second Language); after-school tutoring.

Value. $19,000

D Quality Day Care – Early Learning Network

Child centered, strong emphasis on importance of the family, literacy based programming, parent groups.

Value. $40,000

E. Transportation

Access provider for medical assistance, elderly, disability transportation; referred provision of services.

Value: $12,000

TOTAL VALUE. $148,000

We commend this grant application to you and hope that a favorable response is forthcoming. Focus on Renewal stands committed to the project.

Yours truly,

Regis J. Ryan
Executive Director

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
THE ALLEGHENY COUNTY HOUSING AUTHORITY
AND
THE PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE
ALLEGHENY COUNTY ASSISTANCE OFFICE

This Memorandum of Agreement, hereinafter referred to as "MOA", is made and entered into between the **Allegheny County Housing Authority** (Public Housing Authority and/or its authorized Agent), hereinafter referred to as "the PHA", and the **Pennsylvania Department of Public Welfare, Allegheny County Assistance Office**, hereinafter referred to as "the ACAO".

PURPOSE OF MOA:

The purpose of the MOA is to carry out, on a local level, Sec 512 (d)(7) of the Public Housing Reform Act of 1998 (PHRA) implemented at 24 CFR 5.613. That section states, in relevant part, the following:

"A public housing agency...shall make its best efforts to enter into such cooperation agreements, with State, local and other agencies providing...welfare or public assistance..., as may be necessary to provide ...information to facilitate administration of their program requirements and other information regarding rents, income, and assistance that may assist a public housing agency or welfare or public assistance agency in carrying out it's functions."

WHEREAS, the PHA and the ACAO recognize that the parties serve a mutual client population, hereinafter referred to as client, receiving public assistance and living in public housing or receiving assistance from the Housing Choice Voucher Program (formerly known as Section 8); and

WHEREAS, the PHA and the ACAO recognize that these families have the potential to succeed and become economically self-sufficient where adequate supportive services are provided,

WHEREAS, the PHA and the ACAO recognize that coordinated administrative practices support self-sufficiency and it is in the best interest of all parties concerned to coordinate efforts aimed at jointly assisting these clients in becoming self-sufficient so that services and efforts are not duplicated and so that the strengths of both organizations can be used to benefit all families; and

WHEREAS, the ACAO and the PHA recognize the need for a streamlined and cooperative process to collect, verify and provide information as necessary to either organization to ensure efficient delivery of service, and to deter participant fraud and program noncompliance.

Therefore, the parties agree to the following:

THE PHA AND THE ACAO AGREE TO THE FOLLOWING GOALS:

(1) Targeting services and resources to clients to assist them in achieving economic self-sufficiency;
(2) Coordinating and streamlining the administrative function to ensure the efficient delivery of services to clients; and
(3) Reducing and discouraging fraud and noncompliance with welfare and housing program requirements.

BOTH AGENCIES AGREE TO:

1. Share information with client's consent that is necessary to achieve an effective plan for self-sufficiency and to provide ongoing status information.

2. Assign a staff liaison(s) to facilitate information requests and to coordinate meetings, training sessions and other joint activities.

3. Meet regularly and designate upon signing of this agreement, a regularly scheduled meeting date and time.

4. Review this MOA on an annual basis and make amendments as necessary.

5. Mutually agree on media releases to achieve recruitment and to keep the community informed of the commitment of the parties to work collaboratively to help ensure clients' successes.

THE ACAO AGREES TO:

1. Provide Public Assistance benefits in a timely and accurate manner to all eligible clients who reside in Allegheny County.

2. Provide special allowances for work related expenses such as childcare, transportation, etc., to eligible recipients who are participating in an ACAO approved work and/or training plan.

3. Provide information and instruction to the PHA's staff and designees regarding special allowances and how clients can access these allowances.

4. Provide training to designated PHA staff and designees on all programs administered by the ACAO.

5. Provide guidance to the PHA's staff and designees to ensure compliance with its Road to Economic Self-Sufficiency through Employment and Training (RESET) initiative.

6. Prepare a mutually agreed upon consent form that will be initiated by the PHA's staff and/or authorized agent in order to share information that is necessary to achieve an effective plan for self-sufficiency and to provide ongoing status information.

7. Assign a staff liaison(s) to facilitate information requests, coordinate meetings and training sessions, and to make site visits as needed to consult with designated PHA staff at each designated PHA site.

THE PHA AGREES TO:

1. Coordinate all relevant employment and self-sufficiency programs with the ACAO with an emphasis on special programming including, but not limited to HOPE VI Community and Supportive Services, Drug Elimination Grant, ROSS Grant and Economic Development Programming.

2. Orient and train designated ACAO staff on the PHA's policies and program requirements involving public assistance clients, with a special emphasis on the programs discussed above, HOPE VI, agency and other case management providers.

3. Assign designated staff liaison(s) to facilitate information requests, coordinate meetings, site visits and training sessions.

4. Notify the ACAO of any relevant organizational or procedural changes.

5. Share and coordinate with client's written consent, service planning agreements and/or other documents associated with the client's goals toward self-sufficiency.

WHEREAS, both parties herein fully understand and agree to the roles and responsibilities outlined in this agreement.

PHA	ACAO
Executive Director	Executive Director
11/8/02	11/25/02
Date	Date

"This document is not a contract. It is intended only to articulate a mutual commitment between the Allegheny County Assistance Office and the Housing Authority to carry out the provisions of the Public Housing Reform Act of 1998 (PHRA) implemented at 24CFR 5.613."

THREE RIVERS
WORKFORCE INVESTMENT BOARD

October 24, 2002

Mr. Philip Manion
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Manion:

The Three Rivers Workforce Investment Board (TRWIB) is pleased to offer its support to the Allegheny County Housing Authority's (ACHA) HOPE VI grant application for the revitalization of Ohioview Acres.

As the mission of the TRWIB is to "create and promote an integrated and accountable workforce development system," we are happy to be involved with projects that are committed to connecting their constituencies to opportunities – especially job readiness and career development programs.

The TRWIB does not provide direct services, but we are ready, willing and able to work with ACHA to broker collaborations with agencies that do provide academic enrichment, career readiness, and labor market information programs.

To work with ACHA as a part of our efforts to build a workforce for our region and to help persons develop their work-ready skills is an opportunity the TRWIB is looking forward to with great anticipation.

Sincerely,

Ronald D. Painter
Executive Director

Regional Enterprise Tower
Suite 1750
425 Sixth Avenue
Pittsburgh, PA 15219

Phone
412-552-7090

Fax
412-552-7091

Email
info@trwib.org

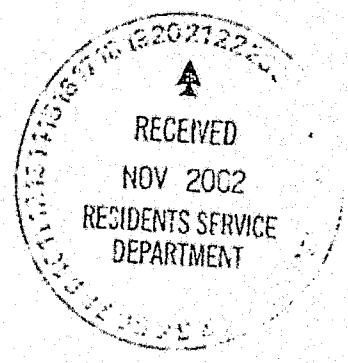
Web
www.trwib.org

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

Marc Cherna, Director

Office of Behavioral Health
Wood Street Commons
34 Wood Street
Pittsburgh, PA 15222-1909

Ph. 412-350-4456
Fax: 412-350-3880
TTY: 412-350-3467



November 18, 2002

Mr. Philip Manion
Director of Resident Services
Allegheny County Housing Authority
625 Stanwix Street
12th Floor
Pittsburgh, PA 15222

Dear Mr. Manion:

Please accept this letter as an expression of support for the Allegheny County Housing Authority's Hope VI application for Ohioview Acres. The Allegheny County Office of Behavioral Health is willing, directly and through its network of service providers, to offer a variety of prevention, outreach, case management, treatment and rehabilitation services and supports to families who are part of the Hope VI initiative.

As we discussed, behavioral health services of any sort must be designed and implemented with the needs, strengths and desires of the populations to be addressed in mind. We believe that consumers, families and communities should drive service participation on the basis of their needs, values and cultures. We also believe that services and supports must be respectful of the integrity of family and community. Therefore, prior to determining a specific package of services to be provided, we will need to get input from the residents of Ohioview Acres, both directly and through the Tenants Council.

We can commit, however, that a comprehensive array of behavioral health services from prevention through intensive residential treatment service can be made available, often on-site, to residents throughout the duration of the initiative. Through its managed Medicaid program for behavioral health services, and its "base" program for uninsured and underinsured individuals, Allegheny County has resources in excess of $200 million per year that are devoted to the prevention, treatment, rehabilitation and coordination of behavioral health disorders. Services are provided, as regulatorily permitted and as desired by the participant, in homes, schools, generic community sites and at specialized facilities.

The proposed Hope VI project, including the expansion in size and use of the Community Building, will undoubtedly provide an environment in which families and the community as a whole can flourish and thrive. The Allegheny County Office of Behavioral Health will be pleased to participate in this community renewal.

Should you have questions, please feel free to contact me at 412.350.4280.

Sincerely,

Patricia L. Valentine
Deputy Director

Not Applicable

Attachment 22: *Collateral Investment Resources*

List any funds or services that will be used for Collateral Investments only, as described in the NOFA. For each resource you list, attach a letter verifying the value of the collateral investment by the appropriate official (not the PHA). Collateral investment resources cannot be counted as match and cannot be listed on Attachments 19, 20, or 21.

Source of Collateral Investment Resource	Dollar Value of Resource	Page # of Commitment Document	HUD Use Only Amount Approved
Port Authority of Allegheny County	$ 27,925,600.00		$
Page Total	$ 27,925,600.00		$

Page ____ of ____

PORT AUTHORITY

DEDICATED TO
A GOLD STANDARD
OF SERVICE

PAUL P. SKOUTELAS
CHIEF EXECUTIVE OFFICER

Direct Dial: (412) 566-5311
Direct Fax: (412) 566-5111

November 7, 2002

Mr. Frank Aggazio, Executive Director
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor
Pittsburgh, PA 15222

Dear Mr. Aggazio

Regarding your request for information concerning Port Authority's capital and operating investments in the vicinity of the Ohio View Acres Development in Stowe Township, the Authority has invested and continues to invest millions of dollars on improvements to public transportation services and facilities in that area.

In addition to the recently completed West Busway and associated park and ride lots ($256 million), two transportation studies are currently being advanced in the area; the Airport Corridor Multimodal Corridor Study ($1.5 million) and the High-Speed Maglev Environmental Impact Statement Study ($5.5 million.) Other public transportation investments include the Authority's ongoing bus fleet upgrade program. Since the year 2000, Port Authority has invested more than $65 million on the purchase and lease of new buses and plans to purchase and/or lease an additional $204.5 million in new transit coaches through the year 2007. Finally. Port Authority recently extended bus routes 21B Kenmawr and 21F Presston-Kenmawr to the Mall at Robinson ($337,000 annually)

As evidenced above, Port Authority's investment in the vicinity of the Ohio View Acres Development for the years 2000 through 2007 totals $532.9 million. As per your request, Port Authority calculates that five percent of the total cost or $ 27,925,600 of the total cost of these projects and initiatives falls within a three-mile radius of the Ohio View Acres Development. This total was calculated by taking the total of the $ 532.9 million and subtracting the $ 1,348,000 (all of this cost falls within the three mile radius of the Development) and multiplying this total by five percent.

You may be interested to know that Port Authority's investment in the area of the Ohio View Acres Development could continue to grow should the transportation improvements identified in the Airport Corridor Study and High-Speed Maglev EIS, among other initiatives, be advanced. As such, I believe that Port Authority's commitment to improving and expanding public transportation services and facilities in the vicinity of the Ohio View Acres Development is evident by the above mentioned capital projects and service initiatives.

In any event, best of luck to you with your HOPE VI grant application

Sincerely,

Paul P. Skoutelas

PAUL P. SKOUTELAS
CHIEF EXECUTIVE OFFICER

ATTACHMENT 23: RESIDENT TRAINING AND PUBLIC MEETING CERTIFICATION

I hereby certify, on behalf of the Public Housing Authority identified below, that a Resident Training Session on the HOPE VI development process was held in accordance with the requirements of Section X(a)(2) on Page 44 of the HOPE VI NOFA.

Date of HOPE VI Resident Training Session: August 15, 2002

I hereby certify, on behalf of the Public Housing Authority identified below, that at least three Public Meetings were held in accordance with the requirements of Section X(A)(3) on Page 44 of the HOPE VI NOFA.

Dates of Public Meetings:

#1 July 31, 2002 #9 November 20, 2002

#2 August 15, 2002

#3 August 28, 2002

#4 September 5, 2002

#5 September 19, 2002

#6 September 25, 2002

#7 October 2, 2002

#8 October 30, 2002

Name of Executive Director: Frank Aggazio

Signature: Frank Aggazio Date: 11/22/02

Name of PHA: Allegheny County Housing Authority

Development Name: OHIOVIEW ACRES

Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

Attachment 24

Our CSS Program is very fortunate to have attracted our community's best supportive service providers as partners in our CSS Program. Their commitments, including letters, are included in Attachment 20 and are not reproduced here.

As you can see from the quality of the service providers, they have extensive experience in their respective areas of expertise and have provided strong commitments to assist our target population – current residents of Ohioview Acres and those non-residents who will occupy our replacement housing units.

Their participation in the program will enable us to achieve the aggressive CSS goals we have established. The service providers have bought into our goals (they participated in establishing them) and will be integral to goal achievement.

ALLEGHENY
COUNTY
HOUSING
AUTHORITY

'LL BE GLAD TO CALL IT HOME.

625 Stanwix Street
12th Floor, Pittsburgh PA 15222

Phone(412)355-8940

FAX(412)355-8954

TDD Occupancy
(412)355 2175

www.achsng.com

EXECUTIVE DIRECTOR
Frank Aggazio

BOARD MEMBERS
Deborah Booker
Chairperson
Evelyn Benzo
Mika Duncan
Michelle Pagano
Allan E. Wampler

November 25, 2002

Mr. Milan Ozdinec
Deputy Assistant Secretary for Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410

RE: HOPE VI Revitalization Relocation Plan Certification

Dear Mr. Ozdinec:

Please accept this letter as certification for The Allegheny County Housing Authority's HOPE VI Revitalization Relocation Plan for the Ohioview Acres Development. In the HOPE VI Relocation Plan, the Allegheny County Housing Authority will carry out the relocation or temporary relocation of the residents at the Development under an approved relocation plan within the rules and regulations of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). As a result from the disposition and demolition of the Development, the relocation of the residents at the Development will be carried out by the Allegheny County Housing Authority. The Disposition and Demolition proposed for the Development will follow an approved plan under the URA.

If there are any questions concerning the HOPE VI Relocation Plan, please feel free to contact me at 412.402.2450.

Sincerely,

Frank Aggazio
Executive Director

Not Applicable

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S - 2K

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR)

PA LICENSED BROKER	PA LICENSED BROKER
LISTING BROKER (Company) n/a	SELLING BROKER (Company) n/a
n/a	n/a
ADDRESS n/a	ADDRESS n/a
n/a	n/a
PH n/a FAX n/a	PH n/a FAX n/a
DESIGNATED AGENT FOR SELLER (if applicable)	DESIGNATED AGENT FOR BUYER (if applicable)
n/a	n/a

1. **This Agreement**, dated n/a, is between
SELLER(S):

JOSEPH A. MASSARO
CAROLYN C. MASSARO

called "Seller," and
BUYER(S):

Allegheny County Housing Authority

called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
Centurion Commons, Unit Nos.: 104,105,302,404,609, 1987 Centurion Drive,

in the Borough of Forest Hills,
County of Allegheny in the Commonwealth of Pennsylvania, Zip Code 15221
Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date)
Being Allegheny County Lot & Block Numbers: 300-D-205-104(Unit No. 104); 300-D-105 (Unit No. 105); 300-D-205-302 (Unit No. 302); 300-D-205-404 (Unit No. 404); 300-D-205-609 (Unit No. 609)

3. TERMS (1-00)
(A) Purchase Price TWO HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED AND XX/XX
n/a Dollars
which will be paid to Seller by Buyer as follows:

(B)	Cash or check at signing this Agreement:	$	0
(C)	Cash or check within 5 days of the execution of this Agreement:	$	5,000.00
(D)	n/a	$	0
(E)	Cash, cashier's or certified check at time of settlement:	$	292,500.00
	TOTAL	$	297,500.00

(F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here:
n/a
(G) Seller's written approval to be on or before: December 01, 2002
(H) Settlement to be made on or before: May 06, 2003
(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:
n/a
(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:
n/a
(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where

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applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:

n/a

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included:

n/a

(B) LEASED Items (items not owned by Seller):

n/a

(C) EXCLUDED fixtures and items:

n/a

5. SPECIAL CLAUSES (1-00)

(A) ☐ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

(B) ☐ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.

(C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)

(D) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(E) The following are part of this Agreement if checked:

☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form 130)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131)
☐ Settlement of Other Property Contingency Addendum (PAR Form 133)
☐ Tenant-Occupied Property Addendum (PAR Form TOP)
☒ Commitment of Funding per below:
☐ n/a
☐ n/a

Contingent upon funding commitment by US Department of Housing an Urban Development, per attached addendum.

6. MORTGAGE CONTINGENCY (1-00)

☒ WAIVED. This sale is NOT contingent on mortgage financing.
☐ ELECTED

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1 Amount of mortgage loan $ n/a
2 Minimum Term n/a years
3 Type of mortgage n/a
4 Interest rate n/a %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of n/a %.
5 Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed n/a % of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written mortgage application to a responsible mortgage lending institution. **The Selling Broker, if any, otherwise the Listing Broker, is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.**

(C) 1 Upon receipt of a mortgage commitment, Buyer and/or Selling Broker will promptly deliver a copy of the commitment to Listing Broker, if any, otherwise to Seller.

2 Mortgage commitment date n/a . If a written commitment is not received by Listing Broker,

if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing.

3 Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:
   a. Is not valid until the date of settlement, OR
   b. Is conditioned upon the sale and settlement of any other property, OR
   c Contains any other condition not specified in this Agreement.

4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment:
   a Is not obtained by or valid until the date of settlement, OR
   b. Is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, OR
   c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.

5 If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Listing Broker, if any, otherwise to Seller. Seller will, within 5 days of receipt of the lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's premission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assist

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay:

☐ $ n/a _____, maximum, toward Buyer's costs as permitted by the mortgage lender.

☐ n/a _____

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ n/a _____ (the dollar amount to be inserted is the sales price as stated in the Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS:
Buyer's Acknowledgement

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____ Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-98)

(A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

PROPERTY INSPECTION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). This contingency does not apply to the following existing conditions and/or items:

n/a

(B) Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here

(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, **within the time given for completing inspections:**

☒ **Option 1**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, within the time given for inspection, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ **Option 2**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than $ n/a .
2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, **Buyer will deliver the report(s) to Listing Broker, if any, otherwise to Seller, within the time given for inspection.**
   a. Seller will, within n/a days of receiving the report(s), inform Buyer in writing of Seller's choice to:
      1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
      2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
      3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).
   b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
   c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or **if Seller fails to choose any option within the time given,** Buyer will, within n/a days:
      1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
      2) Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Listing Broker, if any, otherwise to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected:

n/a

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Listing Broker, if any, otherwise to Seller, within n/a days of delivering the original inspection report.

(D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 days of receiving Seller's notice, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. **RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-00)**

☐ NOT APPLICABLE
☒ APPLICABLE

(A) Seller represents that: (check 1 OR 2)

☒ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

☐ 2. Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead based paint hazards.)
n/a

(B) Records/Reports (check 1 OR 2)

☒ 1. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property

☐ 2. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents)
n/a

(C) Buyer's Acknowledgment

☐ 1. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (See Environmental Notices).
Buyer's Initials _____ **Date** _____

☐ 2. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).
Buyer's Initials _____ **Date** _____

(D) RISKASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

☒ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of this Agreement

☐ ELECTED

1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within n/a days of the execution of this Agreement (insert "10" unless Buyer and Seller agree to a different period of time).
2. **Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Listing Broker, if any, otherwise to Seller,** a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within n/a days of receiving the list and report(s), submit a written corrective proposal to Buyer.

The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.

4 Upon receiving the corrective proposal, Buyer, within 5 days, will:
   a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

5 Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, then Buyer, within 5 days, will:
   a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) **Certification** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

11. RADON CONTINGENCY (1-00)

(A) Seller represents that: (check appropriate response(s))

☒ 1. Seller has no knowledge concerning the presence or absence of radon.

☐ 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

☐ 3 Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
n/a	n/a
n/a	n/a
n/a	n/a

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Radon Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(B) Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test report to Listing Broker, if any, otherwise to Seller, within 180 days of the execution of this Agreement. (See Radon Notice.)

1 If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within n/a days of receipt of the test results:

☒ **Option 1**
   a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
   c. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests, and completion date for corrective measures.
      1) Within 5 days of receiving the corrective proposal, Seller will:
         a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
         b) Not agree to the terms of the corrective proposal.
      2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the time given, Buyer will, within 5 days, elect to:
         a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
         b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ **Option 2**

a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures. Seller will pay a maximum of $ n/a toward the total cost of remediation and retests, which will be completed by settlement.

1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 days of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:

(a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

(b) Not pay for the total cost of remediation and retests.

2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to:

a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

12. STATUS OF WATER (1-00)

(A) Seller represents that this property is served by:

- ☒ Public Water
- ☐ On-site Water
- ☐ Community Water
- ☐ None
- ☐ n/a

(B) **WATER SERVICE INSPECTION CONTINGENCY**

☐ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer has the option, within n/a days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within n/a days of receipt of the report, notify Buyer in writing of Seller's choice to:
   a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Not upgrade the water service.
4. If Seller chooses not to upgrade the water service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within n/a days, either:
   a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

13. STATUS OF SEWER (1-00)

(A) Seller represents that property is served by:

- ☒ Public Sewer
- ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1, see Sewage Notice 4, if applicable)
- ☐ Community Sewage Disposal System
- ☐ Ten-acre Permit Exemption (See Sewage Notice 2)
- ☐ Holding Tank (See Sewage Notice 3)
- ☐ None (See Sewage Notice 1)

☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)
☐ n/a

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

☐ WAIVED \ Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ SELECTED

1. Buyer has the option, within nYa days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified professional inspector of the individual on-lot sewage disposal system.
2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within nYa days of receipt of the report, notify Buyer in writing of Seller's choice to:
   a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within nYa days, either:
      (1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
      (2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within nYa days of receipt of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company, provisions for payment, including retests, and completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:
   a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
   c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)

(A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here:
n/a

(B) Seller knows of no other potential notices (including violations) and assessments except as follows:
n/a

(C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 days of receiving the notice or assessment, that Seller will:
1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer will:
   a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned

promptly to Buyer and this Agreement will be VOID.

If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(E) If required by law, within n/a days of the execution of this Agreement, Seller will order for delivery to Selling Broker, if any, otherwise to Buyer, on or before settlement,

1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances, AND/OR
2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS, & COSTS (1-00)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3), and in the latter event there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

(C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.

(D) Buyer will pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

16. ZONING CLASSIFICATION (1-00)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: Residential

☐ ELECTED. Within n/a days of the execution of this Agreement, Buyer will verify that the existing use of the Property as n/a is permitted.

In the event the use is not permitted, Buyer will, within the time given for verification, notify Listing Broker, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. **Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

17. COAL NOTICE

☐ NOT APPLICABLE

☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer

agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-98)
(A) Possession is to be delivered by deed, keys and:
1 Physical possession to a vacant building (if any) broom-clean, free of debris at day and time of settlement, AND/OR
2 Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant-occupied at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said leases(s) at time of signing of this Agreement, if Property is tenant-occupied.
(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of Buyer.

19. RECORDING (3-85) This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

20. ASSIGNMENT (3-85) This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-00)
(A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid to Broker or party identified in paragraph 3(F), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.
(B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. CONDOMINIUM / PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-00)
☐ NOT APPLICABLE
☒ APPLICABLE: CONDOMINIUM
Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.
☐ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)
Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.
(A) Within n/a days of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
(B) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.
(C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing, thereafter all deposit monies will be returned to Buyer.
(D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

23. MAINTENANCE & RISK OF LOSS (1-00)
(A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted
(B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
1 Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer

accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:
   a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-00)
In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.**

25. RELEASE (1-00) **Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.**

26. REPRESENTATIONS (1-00)
(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
(B) **It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.**
(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
(D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. TIME OF THE ESSENCE- DEFAULT (1-00)
The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period. Should Buyer:
(A) Fail to make any additional payments as specified in paragraph 3; OR
(B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;
then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, **unless otherwise checked below.**

☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. BROKERS (1-00) The Business Relationships between the Broker(s) and Seller and Buyer are as follows, UNLESS a different relationship is checked below.
(A) The Listing Broker is Agent for Seller.
(B) The Selling Broker is Agent for Buyer.
(C) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.
A Business Relationship exists that is different from above, as follows:

☐ The Selling Broker is the Agent/Subagent for Seller.
☐ The Selling Broker is a Transaction Licensee.
☐ The Listing Broker is a Transaction Licensee.
(D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

MEDIATION (7-96)

☐ NOT AVAILABLE

☒ WAIVED Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

☐ ELECTED

(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer and Seller acknowledge that they have read and understand the notices and explanatory information set forth in this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Allegheny County Housing Authority
625 Stanwix Street, Pittsburgh, PA 15219
Bus. : 412-402-2450 Fax : 412-355-8954

WITNESS Edward M. Pm BUYER Frank Aggazio DATE 11/27/02
By. Frank Aggazio, Executive Director

Email n/a

Seller hereby approves the above contract this (date) n/a and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Listing Broker a fee of n/a of/from the herein specified sale price. In the event the Buyer defaults hereunder, any monies paid on account will be divided n/a Seller, n/a Listing Broker, but in no event will the sum paid to Listing Broker be in excess of the above specified Broker's fee.

WITNESS Gaya Gill SELLER [signature] DATE 11/21/02
JOSEPH A. MASSARO
120 DELTA DRIVE, PITTSBURGH, PA 15238

WITNESS Gaya Gill SELLER Carolyn C. Massaro DATE 11/21/02
CAROLYN C. MASSARO
120 DELTA DRIVE, PITTSBURGH, PA 15238

Email n/a

Brokers/Licensees Certifications (check all that are applicable):

☐ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978. The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their

knowledge and belief.

Acknowledgment. The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.

☐ Regarding FHA Mortgages. The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

☐ Regarding Mediation. The undersigned ☐ Listing Broker ☐ Selling Broker agree to submit to mediation in accordance with paragraph 29 of this Agreement.

LISTING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

SELLING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

NOTICES AND INFORMATION

INFORMATION REGARDING THE SELLER'S PROPERTY DISCLOSURE ACT

Generally speaking, the Seller's Property Disclosure Act applies to any sale, exchange, installment sales contract, lease with an option to buy, or transfer of an interest in real estate where not less than one and not more than four residential dwelling units are involved. The Act stipulates that certain disclosures have to be made and delivered in a form defined by the Act, before an agreement of sale is signed.

The Act defines nine exceptions, where the form does not have to be used.

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or a direct descendant.
6. Transfers between spouses that result from divorce, legal separation, or property settlement.
7. Transfers by a corporation to its shareholders as part of a plan of liquidation.
8. Transfers by a partnership to its partners as part of a plan of liquidation.
9. Transfers of new construction that has never been occupied when:
   a. The buyer has received a one-year written warranty covering the construction;
   b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
   c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, the Act limits the disclosure in the cases of condominiums and cooperatives to the seller's particular unit. It does not impose disclosures regarding common areas or facilities; those elements are already addressed in the laws that govern the resales of condominiums and cooperative interests.

NOTICE TO BUYERS SEEKING FINANCING

e appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

U.S. Department of Housing and Urban Development
FHA Loans:

For Your Protection: Get a Home Inspection

What the FHA Does For Buyers...and What We Don't Do

What we do: FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for convetional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down payment.

What we don't do: FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we cannot give or lend you money for repairs, and we cannot buy the home back from you.

That's why it is so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- To estimate the value of a house
- To make sure that the house meets FHA minimum property standards
- To make sure that the house is marketable

Appraisals are not home inspections.

Why a Buyer Needs a Home Inspection

home inspection gives the buyer more detailed information than an appraisal - information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

.iat Goes into a Home Inspection
A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

Be an Informed Buyer
It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should call the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

This statement must be delivered to you at the time of initial loan application. Return one copy to your lender as proof of notification and keep one copy for your records.

You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

PROPERTY INSPECTION NOTICES

Property Inspection: A general inspection of the Property can be performed by a professional contractor or home inspection service and may include inspections of: structural components; roof, exterior windows and exterior doors; exterior siding, fascia, gutters, and downspouts; appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items Buyer may select. Inspections or certifications might include: Environmental Hazards (e.g., Asbestos, Ureaformaldehyde Foam Insulation, Underground Storage Tanks, etc.), Electromagnetic Fields, Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification, and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances.

/od Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

Property Boundary/Square Footage: Buyer is advised that Seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water Service: Buyer may elect to have the water service inspected by a professional water testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees, and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

ENVIRONMENTAL NOTICES

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction and industry. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human health effects. Asbestos can easily break into microscopic fibers that can remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, DC 20460, (202) 260-2090 and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are

restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, 111 18th Street N.W., Washington, D.C. 20207, (202) 260-4700.

Ureaformaldehyde Foam Insulation (UFFI): Ureaformaldehyde Foam Insulation (UFFI) is a thermal insulation material that is manufactured at the site of installation and pumped into the space in the walls of the building being insulated. UFFI can release formaldehyde gas into the interiors of the buildings in which it is installed. Adverse health effects linked to exposure to UFFI are cancer, acute illness such as eye, nose, and throat irritation, and sensitization. Although a 1982 ban of future sales of UFFI by the U.S. Consumer Product Safety Commission was overturned in 1983 because the health risk was not established as "unreasonable," it is recommended that prospective buyers be informed if UFFI is present or has been present on the property. Tests can be conducted to determine the concentration of formaldehyde gas present in a structure, as well as to measure the presence and toxicity of UFFI. The cost of removing UFFI will vary with the design of the construction and the accessibility of the insulation. Information regarding tests and testing procedures can be obtained by writing the U.S. Consumer Product Safety Commission, Office of the Secretary, Third Floor, 4330 East West Highway, Bethesda, MD 20814.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

Lead: (For Properties built before 1978)

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lead Hazard Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must disclose to the buyer and the Broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

Radon: Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon exceeds 0.02 working levels or 4 picocuries/liter. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates, or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through the Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469. (800) 23RADON or (717) 783-3594.

SEWAGE NOTICES
NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.

DEFINITION OF A PLANNED COMMUNITY

e Uniform Planned Community Act defines "planned community" as real estate with respect to which a person, by virtue of ownership an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act- When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the buyer with a certificate of resale under the following circumstances:

A. The Planned Community contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community.
B. The Planned Community is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
C. The Planned Community or units are located outside the Commonwealth of Pennsylvania.
D. The transfer of the unit is a gratuitous transfer.
E. The transfer of the unit is required by court order.
F. The transfer of the unit is by the government or a governmental agency.
G. The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

TIME IS OF THE ESSENCE

All dates and time limits set within this Agreement must be adhered to or this Agreement is breached. For the purposes of this Agreement, number of days will be counted from the date of execution by excluding the day on which this Agreement was executed and by including the last day of the time period. The date of execution is the date when Buyer and Seller have indicated acceptance of this Agreement by signing and/or initialing it.

MEDIATION

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.

2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
   a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
   b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
   c. A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

   A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.

5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.

6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
   1. Have the authority to enter into and sign a binding settlement to the dispute.
   2. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, as well as descriptions of witnesses and the content of their testimony, whether or not they will be appearing at the mediation conference. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

   The mediator presiding over the conference:
   1. Will impartially conduct an orderly settlement negotiation.
   2. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
   3. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

   Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.

8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. Mediated Settlement When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

10. Judicial Proceedings and Immunity NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, SHALL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR SHALL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

PROPERTY

Unit Nos.: 104, 105, 302, 404, and 609; 1987 Centurion Drive, Borough of Forest Hills, County of Allegheny, Pennsylvania, 15221.

Being Allegheny County Lot & Block Numbers: 300-D-205-104(Unit No. 104); 300-D-205-105 (Unit No. 105); 300-D-205-302 (Unit No. 302); 300-D-205-404 (Unit No. 404); 300-D-205-609 (Unit No. 609).

SELLER

JOSEPH A. MASSARO
CAROLYN C. MASSARO

BUYER

Allegheny County Housing Authority

DATE OF AGREEMENT December 01, 2002
This agreement of sale is contingent upon the following:

1. Receipt of notification from the US Deparment of Housing and Urban Development (HUD) that HUD has approved the HOPE VI funding application submitted by the Allegheny County Housing Authority on December 6, 2002 to redevelop the Allegheny County Housing Authority property known as Ohioview Acres.

2. Receipt of notification from the US Department of Housing and Urban Development (HUD) that HUD has approved the property(ies) in the Agreement of sale as being in compliance with 24 CFR 50, pertaining to HUD environmental review and referenced in application standards referenced in Section XX. Receipt of notification from HUD that the property(ies)comply with the site and neighborhood standards, per the HOPE VI funding application standards referenced in Section XIII(C) (3).

3. Sales price will be revised, if necessary, to reflect appraisal of property to show Fair Market Value.

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect

WITNESS Edward M. Pus

Allegheny County Housing Authority.
BUYER Frank Aggazio
By: Frank Aggazio, Executive Director
DATE 11/27/02

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WITNESS Gary A. Gill SELLER Joseph A. Massaro DATE 11/21/02
JOSEPH A. MASSARO

WITNESS Gary A. Gill SELLER Carolyn C. Massaro DATE 11/21/02
CAROLYN C. MASSARO

XX. ENVIRONMENTAL REQUIREMENTS

(A) Environmental Review.

(1) If you are selected for funding and an environmental review has not been conducted on the targeted site, the responsible entity, as defined in 24 CFR 58.2(a)(7), must assume the environmental review responsibilities for projects being funded by HOPE VI. If you object to the responsible entity conducting the environmental review, on the basis of performance, timing or compatibility of objectives, HUD will review the facts and determine who will perform the environmental review. At any time, HUD may reject the use of a responsible entity to conduct the environmental review in a particular case on the basis of performance, timing or compatibility of objectives, or in accordance with 24 CFR 58.77(d)(1). If a responsible entity objects to performing an environmental review, or if HUD determines that the responsible entity should not perform the environmental review, HUD may designate another responsible entity to conduct the review or may itself conduct the environmental review in accordance with the provisions of 24 CFR part 50. You must provide any documentation to the responsible entity (or HUD, where applicable) that is needed to perform the environmental review.

(2) If you are selected for funding, you must have a Phase I environmental site assessment completed in accordance with the American Society for Testing and Material (ASTM) Standards E 1527-97, as amended, for each affected site. A Phase I assessment is required whether the environmental review is completed under 24 CFR part 50 or 24 CFR part 58. The results of the Phase I assessment must be included in the documents that must be provided to the responsible entity (or HUD) for the environmental review. If the Phase I assessment recognizes environmental concerns or if the results are inconclusive, a Phase II environmental site assessment will be required.

(3) You may not undertake any actions with respect to the project, or with respect to any off-site replacement public housing, that are choice-limiting or could have environmentally adverse effects, including demolishing, acquiring, rehabilitating, converting, leasing, repairing, or constructing property proposed to be assisted under this NOFA, and you may not commit or expend HUD or local funds for these activities, until HUD has approved a Request for Release of Funds (RROF) following a responsible entity's environmental review under 24 CFR part 58, or until HUD has completed an environmental review and given approval for the action under 24 CFR part 50.

(4) If the environmental review is completed before HUD approval of the HOPE VI Supplemental Submissions and you have submitted your RROF, the Supplemental Submissions approval letter shall state any conditions, modifications, prohibitions, etc as a result of the environmental review, including the need for any further environmental review. You must carry out any mitigating/remedial measures required by HUD, or select an alternate eligible property, if permitted by HUD. If the remediation plan is not approved by HUD and a fully-funded contract with a qualified contractor licensed to perform the required type of remediation is not executed, HUD reserves the right to determine that the grant is in default.

(5) If the environmental review is not completed and/or you have not submitted the RROF before HUD approval of the Supplemental Submissions, the letter approving the Supplemental Submissions will instruct you to refrain from undertaking, obligating or expending funds on physical activities or other choice-limiting actions, until HUD approves your RROF and the related certification of the responsible entity (or HUD has completed the environmental review) The Supplemental Submissions approval letter also will advise you that the approved Supplemental Submissions may be modified on the basis of the results of the environmental review

(6) The costs of environmental reviews and hazard remediation are eligible costs under the HOPE VI Program.

(7) HUD's Environmental website is located at **http://hudstage.hud.gov/offices/cpd/energyenviron/environment/index.cfm**

(B) There must not be any environmental or public policy factors such as sewer moratoriums that would preclude development in the requested locality. Applicants will certify to this when signing the HOPE VI Revitalization Grant Application Certifications.

(C) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), your application may not propose to provide financial assistance for acquisition or construction (including rehabilitation) of properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards, and

(2) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.

(D) Coastal Barrier Resources Act. In accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501), your application may not target properties in the Coastal Barrier Resources System.

(c) Have received a letter of non-compliance findings under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, or Section 109 of the Housing and Community Development Act of 1974.

HUD's decision regarding whether a charge, lawsuit, or a letter of findings has been resolved to the satisfaction of the Department as of the application due date will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit, or letter of findings. A charge, lawsuit, or letter of findings issued after the application due date will not affect an applicant's eligibility under this threshold. Examples of such actions which must happen before the application due date include, but are not limited to:

(i) A voluntary compliance agreement signed by all parties in response to the letter of findings;

(ii) A HUD-approved conciliation agreement signed by all parties; or

(iii) An out-of-court settlement of a Department of Justice lawsuit under the Fair Housing Act.

(2) THRESHOLD: Desegregation Orders. You must be in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects your public housing program and that is in effect on the application due date.

(3) Site and Neighborhood Standards for Replacement Housing. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and regulations thereunder. In determining the location of any replacement housing, you must comply with either the site and neighborhood standards regulations at 24 CFR 941.202 (b-d) or with the standards outlined below.

(a) Goals of the HOPE VI Program The HOPE VI Program provides resources to address the needs of severely distressed public housing projects within an administrative framework of less intrusive Federal oversight and increased reliance on informed local decision making. HOPE VI Grants are made so that Grantees can develop and implement comprehensive strategies that address not only the physical and management needs of the projects, but also the social and economic needs of the residents and the surrounding community. You are expected to ensure that your revitalization plan will expand assisted housing opportunities in non-poor and non-minority neighborhoods and/or will accomplish substantial revitalization in the Project and its surrounding neighborhood. You are also expected to ensure that eligible households of all races and ethnic groups will have equal and meaningful access to the housing.

(b) Objectives in Selecting HUD-Assisted Sites. The fundamental goal of HUD's fair housing policy is to make full and free housing choice a reality. Housing choice requires that households of all races can freely decide the type of neighborhood where they wish to reside, that minority neighborhoods are no longer deprived of essential public and private resources, and that stable, racially-mixed neighborhoods are available as a meaningful choice for all. To make full and free housing choice a reality, sites for HUD-assisted housing investment should be selected so as to advance two complementary goals:

(i) Expand assisted housing opportunities in non-minority neighborhoods, opening up choices throughout the metropolitan area for all assisted households; and

(ii) Reinvest in minority neighborhoods, improving the quality and affordability of housing there to represent a real choice for assisted households.

(c) Compliance with Fair Housing Act and Title VI of the Civil Rights Act of 1964. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations, in determining the location of any replacement housing.

(d) Grantee's Election of Requirements. You may, at your election, separately with regard to each site you propose, comply with the development regulations regarding Site and Neighborhood Standards (24 CFR 941.202 (b)-(d)), or with the Site and Neighborhood Standards contained in this Section.

(e) Replacement housing located on site or in the surrounding neighborhood. Replacement housing under HOPE VI that is located on the site of the existing project or in its surrounding neighborhood will not require independent approval under Site and Neighborhood Standards, since HUD will consider the scope and impact of the proposed revitalization to alleviate severely distressed conditions at the public housing project and its surrounding neighborhood in assessing the application to be funded under this NOFA.

(f) Off-Site Replacement Housing Located Outside of the Surrounding Neighborhood. Unless you demonstrate that there are already significant opportunities in the metropolitan area for assisted households to choose non-minority neighborhoods (or these opportunities are under development), HOPE VI replacement housing not covered by Section (e) above may not be located in an area of minority concentration (as defined in paragraph (g) below) without the prior approval of HUD. Such approval may be granted if you demonstrate to the satisfaction of HUD that:

(i) You have made determined and good faith efforts, and found it impossible with the resources available, to acquire an appropriate site(s) in an area not of minority concentration, or

(ii) The replacement housing, taking into consideration both the CSS activities or other revitalizing activities included in the Revitalization Plan, and any other revitalization activities in operation or firmly planned, will contribute to the stabilization or improvement of the neighborhood in which it is located, by addressing any serious deficits in services, safety, economic opportunity, educational opportunity, and housing stock.

(g) Area of Minority Concentration. The term "area of minority concentration" is any neighborhood in which:

(i) The percentage of households in a particular racial or ethnic minority group is at least 20 Points higher than the percentage for the housing market area; i.e., the Metropolitan Statistical Area (MSA) in which the proposed housing is to be located, or

(ii) The neighborhood's total percentage minority is at least 20 Points higher than the percentage for MSA.

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE A/S - 2K

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PA LICENSED BROKER	PA LICENSED BROKER
LISTING BROKER (Company) n/a	SELLING BROKER (Company) n/a
n/a	n/a
ADDRESS n/a	ADDRESS n/a
n/a	n/a
PH n/a FAX n/a	PH n/a FAX n/a
DESIGNATED AGENT FOR SELLER (if applicable)	DESIGNATED AGENT FOR BUYER (if applicable)
n/a	n/a

1. **This Agreement**, dated November 21, 2002, is between SELLER(S):

Ralph A. Falbo ,Jr.

called "Seller," and
BUYER(S):

Allegheny County Housing Authority

called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
Centurion Commons, Unit No.: 508, 1987 Centurion Drive,

in the Borough of Forest Hills,
County of Allegheny in the Commonwealth of Pennsylvania, Zip Code 15221
Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date)
Being Allegheny County Lot & Block Numbers: 300-D-205-508

3. TERMS (1-00)
(A) Purchase Price FIFTY-NINE THOUSAND, FIVE HUNDRED AND XX/XX
n/a Dollars
which will be paid to Seller by Buyer as follows:
(B) Cash or check at signing this Agreement: $ 0
(C) Cash or check within 5 days of the execution of this Agreement: $ 500.00 ~~3,000.00~~
(D) n/a $ 0
(E) Cash, cashier's or certified check at time of settlement: $ 59,000 ~~56,500.00~~
TOTAL $ 59,500.00
(F) ~~Deposit paid on account of purchase price to be held by Listing Broker, unless otherwise stated here:~~
n/a
(G) Seller's written approval to be on or before: December 01, 2002
(H) Settlement to be made on or before: May 06, 2003
(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:
n/a
(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:
n/a
(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable taxes; rents, interest on mortgage assumptions; condominium fees and homeowner association fees, if any, water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here.
n/a

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners, built-in appliances; and the range/oven unless otherwise stated. Also included:
n/a

(B) LEASED Items (items not owned by Seller):
n/a

(C) EXCLUDED fixtures and items:
n/a

5. SPECIAL CLAUSES (1-00)

(A) ☐ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336

(B) ☐ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement

(C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law (See Notice, Information Regarding the Seller's Property Disclosure Act.)

(D) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(E) The following are part of this Agreement if checked:

☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form 130)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131)
☐ Settlement of Other Property Contingency Addendum (PAR Form 133)
☐ Tenant-Occupied Property Addendum (PAR Form TOP)
☒ Commitment of Funding per below:
☐ n/a
☐ n/a

Contingent upon funding commitment by US Department of Housing and Urban Development, per attached addendum.

6. MORTGAGE CONTINGENCY (1-00)

☒ WAIVED. This sale is NOT contingent on mortgage financing
☐ ELECTED

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan $ n/a
2. Minimum Term n/a years
3. Type of mortgage n/a
4. Interest rate n/a %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of n/a %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed n/a % of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written mortgage application to a responsible mortgage lending institution. The Selling Broker, if any, otherwise the Listing Broker, is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.

(C) 1. Upon receipt of a mortgage commitment, Buyer and/or Selling Broker will promptly deliver a copy of the commitment to Listing Broker, if any, otherwise to Seller.

2. Mortgage commitment date n/a. If a written commitment is not received by Listing Broker, if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing.

3 Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:

a Is not valid until the date of settlement, OR

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b. Is conditioned upon the sale and settlement of any other property, OR

c. Contains any other condition not specified in this Agreement.

4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment:

a Is not obtained by or valid until the date of settlement, OR

b. Is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, OR

c Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement

5 If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any, AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Listing Broker, if any, otherwise to Seller. Seller will, within 5 days of receipt of the lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1 If Seller chooses to make repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2 If Seller chooses not to make the required repairs, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assist

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay

☐ $ n/a , maximum, toward Buyer's costs as permitted by the mortgage lender.

☐ n/a

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ n/a (the dollar amount to be inserted is the sales price as stated in the Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides: Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS:

Buyer's Acknowledgement

☐ Buyer has received the HUD Notice "For Your Protection. Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____ Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-98)

(A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

PROPERTY INSPECTION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this

Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). This contingency does not apply to the following existing conditions and/or items:

n/a

(B) Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:

☒ Option 1

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, within the time given for inspection, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ Option 2

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than $ n/a .
2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, Buyer will deliver the report(s) to Listing Broker, if any, otherwise to Seller, within the time given for inspection.
   a. Seller will, within n/a days of receiving the report(s), inform Buyer in writing of Seller's choice to:
      1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
      2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
      3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).
   b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
   c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within n/a days:
      1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
      2) Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Listing Broker, if any, otherwise to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected:

n/a

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Listing Broker, if any, otherwise to Seller, within n/a days of delivering the original inspection report.

(D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 days of receiving Seller's notice, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-00)

☐ NOT APPLICABLE
☒ APPLICABLE

(A) Seller represents that: (check 1 OR 2)

☒ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property

☐ 2. Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead based paint hazards.)
n/a

(B) Records/Reports (check 1 OR 2)

☒ 1. Seller has no reports or records pertaining to lead-based paint and/or lead based paint hazards in or about the Property.

☐ 2. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents)
n/a

(C) Buyer's Acknowledgment

☐ 1. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (See Environmental Notices).
Buyer's Initials _____ Date _____

☐ 2. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).
Buyer's Initials _____ Date _____

(D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

☒ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within n/a days of the execution of this Agreement (insert "10" unless Buyer and Seller agree to a different period of time).
2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Listing Broker, if any, otherwise to Seller, a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within n/a days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 days, will:
   a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, then Buyer, within 5 days, will:
   a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Certification By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

11. RADON CONTINGENCY (1-00)

(A) Seller represents that. (check appropriate response(s))

☒ 1. Seller has no knowledge concerning the presence or absence of radon.

☐ 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

☐ 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below

DATE	RADON REDUCTION METHOD
n/a	n/a
n/a	n/a
n/a	n/a

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Radon Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(B) Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test report to Listing Broker, if any, otherwise to Seller, within 180 days of the execution of this Agreement. (See Radon Notice.)

1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within n/a days of receipt of the test results:

☒ Option 1

a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
c. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures.
   1) Within 5 days of receiving the corrective proposal, Seller will:
      a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
      b) Not agree to the terms of the corrective proposal.
   2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the time given, Buyer will, within 5 days, elect to:
      a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
      b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ Option 2

a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
b. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures. Seller will pay a maximum of $ n/a toward the total cost of remediation and retests, which will be completed by settlement.
   1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 days of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:
      (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

(b) Not pay for the total cost of remediation and retests.

2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to:

a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

12. STATUS OF WATER (1-00)

(A) Seller represents that this property is served by:

☒ Public Water
☐ On-site Water
☐ Community Water
☐ None
☐ n/a

(B) WATER SERVICE INSPECTION CONTINGENCY

☐ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer has the option, within n/a days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within n/a days of receipt of the report, notify Buyer in writing of Seller's choice to:
   a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Not upgrade the water service.
4. If Seller chooses not to upgrade the water service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within n/a days, either:
   a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

13. STATUS OF SEWER (1-00)

(A) Seller represents that property is served by:

☒ Public Sewer
☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
☐ Community Sewage Disposal System
☐ Ten-acre Permit Exemption (See Sewage Notice 2)
☐ Holding Tank (See Sewage Notice 3)
☐ None (See Sewage Notice 1)
☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)
☐ n/a

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

☐ WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

Buyer has the option, within n/a days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.

2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.

3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within n/a days of receipt of the report, notify Buyer in writing of Seller's choice to

a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within n/a days, either:

(1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

(2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within n/a days of receipt of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company, provisions for payment, including retests, and completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will

a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Accept the Property and the system and, if required by the mortgage lender, if any, and or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)

(A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here

n/a

(B) Seller knows of no other potential notices (including violations) and assessments except as follows:

n/a

(C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 days of receiving the notice or assessment, that Seller will

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer will:
   a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

   If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation

(E) If required by law, within n/a days of the execution of this Agreement, Seller will order for delivery to Selling Broker, if any, otherwise to Buyer, on or before settlement,

1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances, AND/OR
2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the

certificate, Seller will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS, & COSTS (1-00)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3); and in the latter event there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

(C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.

(D) Buyer will pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

16. ZONING CLASSIFICATION (1-00)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: Residential

☐ ELECTED Within n/a days of the execution of this Agreement, Buyer will verify that the existing use of the Property as n/a is permitted.

In the event the use is not permitted, Buyer will, within the time given for verification, notify Listing Broker, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

17. COAL NOTICE

☐ NOT APPLICABLE

☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-98)

(A) Possession is to be delivered by deed, keys and:

1 Physical possession to a vacant building (if any) broom-clean, free of debris at day and time of settlement, AND/OR

2 Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant-occupied at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said leases(s) at time of signing of this Agreement, if Property is tenant-occupied.

(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of Buyer.

19. RECORDING (3-85) This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place

of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

20. ASSIGNMENT (3-85) This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-00)

(A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid to Broker or party identified in paragraph 3(F), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.

(B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. CONDOMINIUM / PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-00)

☐ NOT APPLICABLE

☑ APPLICABLE: CONDOMINIUM

Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.

☐ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

(A) Within n/a days of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

(B) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.

(C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.

(D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

23. MAINTENANCE & RISK OF LOSS (1-00)

(A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.

(B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:

1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:
   a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property

in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-00)
In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

26. REPRESENTATIONS (1-00)
(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
(B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
(D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. TIME OF THE ESSENCE- DEFAULT (1-00)
The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period. Should Buyer:
(A) Fail to make any additional payments as specified in paragraph 3; OR
(B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;
then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, unless otherwise checked below.
☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. BROKERS (1-00) The Business Relationships between the Broker(s) and Seller and Buyer are as follows, UNLESS a different relationship is checked below.
(A) The Listing Broker is Agent for Seller.
(B) The Selling Broker is Agent for Buyer.
(C) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.
A Business Relationship exists that is different from above, as follows:
☐ The Selling Broker is the Agent/Subagent for Seller.
☐ The Selling Broker is a Transaction Licensee.
☐ The Listing Broker is a Transaction Licensee.
(D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

29. MEDIATION (7-96)
☐ NOT AVAILABLE
☒ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
☐ ELECTED
(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation,

in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer and Seller acknowledge that they have read and understand the notices and explanatory information set forth in this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Allegheny County Housing Authority
625 Stanwix Street, Pittsburgh, PA 15219
Bus.#: 412-402-2450 Fax #: 412-355-8954

WITNESS [signature] BUYER [signature] DATE 11/27/02
By: Frank Aggazio, Executive Director

Email n/a

Seller hereby approves the above contract this (date) n/a and in consideration of the services rendered in producing the Buyer, Seller agrees to pay the named Listing Broker a fee of n/a from the herein specified sale price. In the event the Buyer defaults hereunder, any monies paid on account will be divided n/a Seller, n/a Listing Broker, but in no event will the sum paid to Listing Broker be in excess the above specified Broker's Fee.

WITNESS [signature] SELLER [signature] DATE 11-27-02
Ralph A. Falbo, Jr.
100 Wood St. Building, 7th Floor, Pittsburgh, PA 15222
Bus.#: 412-355-0300 Fax #: 412-355-0304

Email n/a

Brokers/Licensees Certifications (check all that are applicable)

☐ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.

Acknowledgment: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.

☐ Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

☐ Regarding Mediation: The undersigned ☐ Listing Broker ☐ Selling Broker agrees to submit to mediation in accordance with paragraph 29 of this Agreement.

LISTING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

SELLING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

NOTICES AND INFORMATION

INFORMATION REGARDING THE SELLER'S PROPERTY DISCLOSURE ACT

Generally speaking, the Seller's Property Disclosure Act applies to any sale, exchange, installment sales contract, lease with an option to buy, or transfer of an interest in real estate where not less than one and not more than four residential dwelling units are involved. The Act stipulates that certain disclosures have to be made and delivered in a form defined by the Act, before an agreement of sale is signed.

The Act defines nine exceptions, where the form does not have to be used.

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or a direct descendant.
6. Transfers between spouses that result from divorce, legal separation, or property settlement.
7. Transfers by a corporation to its shareholders as part of a plan of liquidation.
8. Transfers by a partnership to its partners as part of a plan of liquidation.
9. Transfers of new construction that has never been occupied when:
   a. The buyer has received a one-year written warranty covering the construction;
   b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
   c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, the Act limits the disclosure in the cases of condominiums and cooperatives to the seller's particular unit. It does not impose disclosures regarding common areas or facilities; those elements are already addressed in the laws that govern the resales of condominiums and cooperative interests.

NOTICE TO BUYERS SEEKING FINANCING

The appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

U.S. Department of Housing and Urban Development
FHA Loans:

For Your Protection: Get a Home Inspection

What the FHA Does For Buyers...and What We Don't Do

What we do: FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for convetional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

What we don't do: FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we cannot give or lend you money for repairs, and we cannot buy the home back from you.

That's why it is so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- To estimate the value of a house
- To make sure that the house meets FHA minimum property standards
- To make sure that the house is marketable

Appraisals are not home inspections.

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information than an appraisal - information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

What Goes into a Home Inspection
A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

Be an Informed Buyer
It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should call the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

This statement must be delivered to you at the time of initial loan application. Return one copy to your lender as proof of notification and keep one copy for your records.

You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

PROPERTY INSPECTION NOTICES

Property Inspection: A general inspection of the Property can be performed by a professional contractor or home inspection service and may include inspections of: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters, and downspouts; appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items Buyer may select. Inspections or certifications might include: Environmental Hazards (e.g., Asbestos, Ureaformaldehyde Foam Insulation, Underground Storage Tanks, etc.), Electromagnetic Fields, Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification, and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances.

Flood Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

Property Boundary/Square Footage: Buyer is advised that Seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water Service: Buyer may elect to have the water service inspected by a professional water testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees, and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

ENVIRONMENTAL NOTICES

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction and industry. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human health effects. Asbestos can easily break into microscopic fibers that can remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, DC 20460, (202) 260-2090 and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are

restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, 111 18th Street N.W., Washington, D.C. 20207, (202) 260-4700.

reaformaldehyde Foam Insulation (UFFI): Ureaformaldehyde Foam Insulation (UFFI) is a thermal insulation material that is manufactured at the site of installation and pumped into the space in the walls of the building being insulated. UFFI can release formaldehyde gas into the interiors of the buildings in which it is installed. Adverse health effects linked to exposure to UFFI are cancer, acute illness such as eye, nose, and throat irritation, and sensitization. Although a 1982 ban of future sales of UFFI by the U.S. Consumer Product Safety Commission was overturned in 1983 because the health risk was not established as "unreasonable," it is recommended that prospective buyers be informed if UFFI is present or has been present on the property. Tests can be conducted to determine the concentration of formaldehyde gas present in a structure, as well as to measure the presence and toxicity of UFFI. The cost of removing UFFI will vary with the design of the construction and the accessibility of the insulation. Information regarding tests and testing procedures can be obtained by writing the U.S. Consumer Product Safety Commission, Office of the Secretary, Third Floor, 4330 East West Highway, Bethesda, MD 20814.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

Lead: (For Properties built before 1978)

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lead Hazard Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must disclose to the buyer and the Broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

Radon: Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon exceeds 0.02 working levels or 4 picocuries/liter. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates, or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through the Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469. (800) 23RADON or (717) 783-3594.

SEWAGE NOTICES
NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.

DEFINITION OF A PLANNED COMMUNITY

The Uniform Planned Community Act defines "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act- When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the buyer with a certificate of resale under the following circumstances:

A. The Planned Community contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community.
B. The Planned Community is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
C. The Planned Community or units are located outside the Commonwealth of Pennsylvania.
D. The transfer of the unit is a gratuitous transfer.
E. The transfer of the unit is required by court order.
F. The transfer of the unit is by the government or a governmental agency.
G. The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

TIME IS OF THE ESSENCE

All dates and time limits set within this Agreement must be adhered to or this Agreement is breached. For the purposes of this Agreement, number of days will be counted from the date of execution by excluding the day on which this Agreement was executed

and by including the last day of the time period. The date of execution is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it.

MEDIATION

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.

2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
   a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
   b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
   c. A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

   A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.

5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.

6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
   1. Have the authority to enter into and sign a binding settlement to the dispute
   2. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, as well as descriptions of witnesses and the content of their testimony, whether or not they will be appearing at the mediation conference. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

   The mediator presiding over the conference:
   1. Will impartially conduct an orderly settlement negotiation.
   2. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
   3. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

   Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.

8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator, and any responses given by any party to opinions, suggestions, or proposals.

   No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

10. **Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, SHALL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR SHALL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

OPERTY

Unit No. 508, 1987 Centurion Dr., Forest Hills, Allegheny County, Pennsylvania, 15221.
Allegheny County Lot and Block No. 300-D-205-508

SELLER

Ralph A. Falbo , Jr.

BUYER

Allegheny County Housing Authority

DATE OF AGREEMENT December 01, 2002
This agreement of sale is contingent upon the following:

1. Receipt of notification from the US Deparment of Housing and Urban Development (HUD) that HUD has approved the HOPE VI funding application submitted by the Allegheny County Housing Authority on December 6, 2002 to redevelop the Allegheny County Housing Authority property known as Ohioview Acres.

2. Receipt of notification from the US Department of Housing and Urban Development (HUD) that HUD has approved the property(ies) in the agreement of sale as being in compliance with 24 CFR 50, pertaining to HUD environmental review and referenced in application standards referenced in Section XX. Receipt of notification from HUD that the property(ies)comply with the site and neighborhood standards, per the HOPE VI funding application standards referenced in Section XIII(C) (3).

Sales price will be revised, if necessary, to reflect appraisal of property to show Fair rket Value.

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

WITNESS Edward M. Pri — BUYER Allegheny County Housing Authority — DATE 11/27/02
By: Frank Aggazio, Executive Director

WITNESS Cynthia Bicorie — SELLER — DATE 11-27-02
Ralph A. Falbo, Jr.

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XX. ENVIRONMENTAL REQUIREMENTS

(A) Environmental Review.

(1) If you are selected for funding and an environmental review has not been conducted on the targeted site, the responsible entity, as defined in 24 CFR 58.2(a)(7), must assume the environmental review responsibilities for projects being funded by HOPE VI. If you object to the responsible entity conducting the environmental review, on the basis of performance, timing or compatibility of objectives, HUD will review the facts and determine who will perform the environmental review. At any time, HUD may reject the use of a responsible entity to conduct the environmental review in a particular case on the basis of performance, timing or compatibility of objectives, or in accordance with 24 CFR 58.77(d)(1). If a responsible entity objects to performing an environmental review, or if HUD determines that the responsible entity should not perform the environmental review, HUD may designate another responsible entity to conduct the review or may itself conduct the environmental review in accordance with the provisions of 24 CFR part 50. You must provide any documentation to the responsible entity (or HUD, where applicable) that is needed to perform the environmental review.

(2) If you are selected for funding, you must have a Phase I environmental site assessment completed in accordance with the American Society for Testing and Material (ASTM) Standards E 1527-97, as amended, for each affected site. A Phase I assessment is required whether the environmental review is completed under 24 CFR part 50 or 24 CFR part 58. The results of the Phase I assessment must be included in the documents that must be provided to the responsible entity (or HUD) for the environmental review. If the Phase I assessment recognizes environmental concerns or if the results are inconclusive, a Phase II environmental site assessment will be required.

(3) You may not undertake any actions with respect to the project, or with respect to any off-site replacement public housing, that are choice-limiting or could have environmentally adverse effects, including demolishing, acquiring, rehabilitating, converting, leasing, repairing, or constructing property proposed to be assisted under this NOFA, and you may not commit or expend HUD or local funds for these activities, until HUD has approved a Request for Release of Funds (RROF) following a responsible entity's environmental review under 24 CFR part 58, or until HUD has completed an environmental review and given approval for the action under 24 CFR part 50.

(4) If the environmental review is completed before HUD approval of the HOPE VI Supplemental Submissions and you have submitted your RROF, the Supplemental Submissions approval letter shall state any conditions, modifications, prohibitions, etc. as a result of the environmental review, including the need for any further environmental review. You must carry out any mitigating/remedial measures required by HUD, or select an alternate eligible property, if permitted by HUD. If the remediation plan is not approved by HUD and a fully-funded contract with a qualified contractor licensed to perform the required type of remediation is not executed, HUD reserves the right to determine that the grant is in default.

(5) If the environmental review is not completed and/or you have not submitted the RROF before HUD approval of the Supplemental Submissions, the letter approving the Supplemental Submissions will instruct you to refrain from undertaking, obligating or expending funds on physical activities or other choice-limiting actions, until HUD approves your RROF and the related certification of the responsible entity (or HUD has completed the environmental review). The Supplemental Submissions approval letter also will advise you that the approved Supplemental Submissions may be modified on the basis of the results of the environmental review.

(6) The costs of environmental reviews and hazard remediation are eligible costs under the HOPE VI Program.

(7) HUD's Environmental website is located at http://hudstage.hud.gov/offices/cpd/energyenviron/environment/index.cfm

(B) There must not be any environmental or public policy factors such as sewer moratoriums that would preclude development in the requested locality. Applicants will certify to this when signing the HOPE VI Revitalization Grant Application Certifications.

(C) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), your application may not propose to provide financial assistance for acquisition or construction (including rehabilitation) of properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards, and

(2) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application

(D) Coastal Barrier Resources Act. In accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501), your application may not target properties in the Coastal Barrier Resources System.

(c) Have received a letter of non-compliance findings under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, or Section 109 of the Housing and Community Development Act of 1974.

HUD's decision regarding whether a charge, lawsuit, or a letter of findings has been resolved to the satisfaction of the Department as of the application due date will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit, or letter of findings. A charge, lawsuit, or letter of findings issued after the application due date will not affect an applicant's eligibility under this threshold. Examples of such actions which must happen before the application due date include, but are not limited to:

(i) A voluntary compliance agreement signed by all parties in response to the letter of findings;

(ii) A HUD-approved conciliation agreement signed by all parties; or

(iii) An out-of-court settlement of a Department of Justice lawsuit under the Fair Housing Act.

(2) THRESHOLD: Desegregation Orders. You must be in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects your public housing program and that is in effect on the application due date.

(3) Site and Neighborhood Standards for Replacement Housing You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and regulations thereunder. In determining the location of any replacement housing, you must comply with either the site and neighborhood standards regulations at 24 CFR 941.202 (b-d) or with the standards outlined below.

(a) Goals of the HOPE VI Program The HOPE VI Program provides resources to address the needs of severely distressed public housing projects within an administrative framework of less intrusive Federal oversight and increased reliance on informed local decision making. HOPE VI Grants are made so that Grantees can develop and implement comprehensive strategies that address not only the physical and management needs of the projects, but also the social and economic needs of the residents and the surrounding community. You are expected to ensure that your revitalization plan will expand assisted housing opportunities in non-poor and non-minority neighborhoods and/or will accomplish substantial revitalization in the Project and its surrounding neighborhood. You are also expected to ensure that eligible households of all races and ethnic groups will have equal and meaningful access to the housing.

(b) Objectives in Selecting HUD-Assisted Sites. The fundamental goal of HUD's fair housing policy is to make full and free housing choice a reality. Housing choice requires that households of all races can freely decide the type of neighborhood where they wish to reside, that minority neighborhoods are no longer deprived of essential public and private resources, and that stable, racially-mixed neighborhoods are available as a meaningful choice for all To make full and free housing choice a reality, sites for HUD-assisted housing investment should be selected so as to advance two complementary goals:

(i) Expand assisted housing opportunities in non-minority neighborhoods, opening up choices throughout the metropolitan area for all assisted households; and

(ii) Reinvest in minority neighborhoods, improving the quality and affordability of housing there to represent a real choice for assisted households.

(c) Compliance with Fair Housing Act and Title VI of the Civil Rights Act of 1964. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations, in determining the location of any replacement housing.

(d) Grantee's Election of Requirements. You may, at your election, separately with regard to each site you propose, comply with the development regulations regarding Site and Neighborhood Standards (24 CFR 941.202 (b)-(d)), or with the Site and Neighborhood Standards contained in this Section

(e) Replacement housing located on site or in the surrounding neighborhood. Replacement housing under HOPE VI that is located on the site of the existing project or in its surrounding neighborhood will not require independent approval under Site and Neighborhood Standards, since HUD will consider the scope and impact of the proposed revitalization to alleviate severely distressed conditions at the public housing project and its surrounding neighborhood in assessing the application to be funded under this NOFA.

(f) Off-Site Replacement Housing Located Outside of the Surrounding Neighborhood. Unless you demonstrate that there are already significant opportunities in the metropolitan area for assisted households to choose non-minority neighborhoods (or these opportunities are under development), HOPE VI replacement housing not covered by Section (e) above may not be located in an area of minority concentration (as defined in paragraph (g) below) without the prior approval of HUD. Such approval may be granted if you demonstrate to the satisfaction of HUD that.

(i) You have made determined and good faith efforts, and found it impossible with the resources available, to acquire an appropriate site(s) in an area not of minority concentration, or

(ii) The replacement housing, taking into consideration both the CSS activities or other revitalizing activities included in the Revitalization Plan, and any other revitalization activities in operation or firmly planned, will contribute to the stabilization or improvement of the neighborhood in which it is located, by addressing any serious deficits in services, safety, economic opportunity, educational opportunity, and housing stock.

(g) Area of Minority Concentration. The term "area of minority concentration" is any neighborhood in which

(i) The percentage of households in a particular racial or ethnic minority group is at least 20 Points higher than the percentage for the housing market area; i.e., the Metropolitan Statistical Area (MSA) in which the proposed housing is to be located, or

(ii) The neighborhood's total percentage minority is at least 20 Points higher than the percentage for MSA

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE A/S - 2K

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR)

PA LICENSED BROKER	PA LICENSED BROKER
LISTING BROKER (Company) n/a	SELLING BROKER (Company) n/a
n/a	n/a
ADDRESS n/a	ADDRESS n/a
n/a	n/a
PH n/a FAX n/a	PH n/a FAX n/a
DESIGNATED AGENT FOR SELLER (if applicable)	DESIGNATED AGENT FOR BUYER (if applicable)
n/a	n/a

1. **This Agreement**, dated November 21, 2002, is between SELLER(S):

Ralph A. Falbo, Inc.

called "Seller," and
BUYER(S):

Allegheny County Housing Authority

called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
Centurion Commons, Unit Nos.: 209, 307, 409, 513, and 613, 1987 Centurion Drive,

in the Borough of Forest Hills,
County of Allegheny in the Commonwealth of Pennsylvania, Zip Code 15221
Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date)
Being Allegheny County Lot & Block Numbers: 300-D-205-209 (Unit No. 209);
300-D-205-307 (Unit No. 307); 300-D-205-409 (Unit No. 409);
300-D-205-513 (Unit No. 513); 300-D-205-613 (Unit No. 613).

3. TERMS (1-00)
(A) Purchase Price TWO HUNDRED AND NINETY-SEVEN THOUSAND, FIVE HUNDRED AND XX/XX
n/a Dollars
which will be paid to Seller by Buyer as follows:
(B) Cash or check at signing this Agreement: $ 0
(C) Cash or check within 5 days of the execution of this Agreement: $ ~~5,000.00~~ 2,500.00
(D) n/a $ 0
(E) Cash, cashier's or certified check at time of settlement: $ ~~292,500.00~~ 295,000
TOTAL $ 297,500.00
(F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here: \\\\\
n/a
(G) Seller's written approval to be on or before: December 01, 2002
(H) Settlement to be made on or before: May 06, 2003
(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:
n/a
(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:
n/a
(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water

and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:

n/a

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing, heating, lighting fixtures (including chandeliers and ceiling fans); water treatment systems, pool and spa equipment, garage door openers and transmitters; television antennas, shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds, built-in air conditioners; built in appliances; and the range/oven unless otherwise stated. Also included:

n/a

(B) LEASED Items (items not owned by Seller):

n/a

(C) EXCLUDED fixtures and items:

n/a

5. SPECIAL CLAUSES (1-00)

(A) ☐ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

(B) ☐ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.

(C) ☐ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)

(D) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(E) The following are part of this Agreement if checked:

☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form 130)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131)
☐ Settlement of Other Property Contingency Addendum (PAR Form 133)
☐ Tenant-Occupied Property Addendum (PAR Form TOP)
☒ Commitment of Funding per below:
☐ n/a
☐ n/a

Contingent upon funding commitment by US Department of Housing and Urban Development, per attached addendum.

6. MORTGAGE CONTINGENCY (1-00)

☒ WAIVED. This sale is NOT contingent on mortgage financing.
☐ ELECTED:

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan: $ n/a
2. Minimum Term n/a years
3. Type of mortgage n/a
4. Interest rate n/a %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of n/a %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed n/a % of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written mortgage application to a responsible mortgage lending institution. The Selling Broker, if any, otherwise the Listing Broker, is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.

(C) 1. Upon receipt of a mortgage commitment, Buyer and/or Selling Broker will promptly deliver a copy of the commitment to Listing Broker, if any, otherwise to Seller.

2. Mortgage commitment date n/a. If a written commitment is not received by Listing Broker, if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until

Seller terminates this Agreement in writing.

3. Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:
   a. Is not valid until the date of settlement, OR
   b. Is conditioned upon the sale and settlement of any other property, OR
   c. Contains any other condition not specified in this Agreement.
4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment
   a. Is not obtained by or valid until the date of settlement, OR
   b. Is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, OR
   c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.
5. If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any, AND/OR any appraisal fees and charges paid in advance to mortgage lender

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Listing Broker, if any, otherwise to Seller. Seller will, within 5 days of receipt of the lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.
1. If Seller chooses to make repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
2. If Seller chooses not to make the required repairs, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assist
☒ NOT APPLICABLE
☐ APPLICABLE. Seller will pay:
☐ $ n/a _____ , maximum, toward Buyer's costs as permitted by the mortgage lender.
☐ n/a _____

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ n/a (the dollar amount to be inserted is the sales price as stated in the Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS:
Buyer's Acknowledgement
☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.
Buyer's Initials _____ Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-98)

(A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

8. PROPERTY INSPECTION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). This contingency does not apply to the following existing conditions and/or items:

n/a

(B) Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:

☒ Option 1

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, within the time given for inspection, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ Option 2

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than $ n/a .
2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, Buyer will deliver the report(s) to Listing Broker, if any, otherwise to Seller, within the time given for inspection.
   a Seller will, within n/a days of receiving the report(s), inform Buyer in writing of Seller's choice to:
      1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
      2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
      3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).
   b If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
   c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within n/a days:
      1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
      2) Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION CONTINGENCY (1-00)

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 180 days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Listing Broker, if any, otherwise to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected:

n/a

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will

deliver the structural damage report and corrective proposal to Listing Broker, if any, otherwise to Seller, within n/a days of delivering the original inspection report.

(D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 days of receiving Seller's notice, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-00)

☐ NOT APPLICABLE

☒ APPLICABLE

(A) Seller represents that: (check 1 OR 2)

☒ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

☐ 2. Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead based paint hazards.)
n/a

(B) Records/Reports (check 1 OR 2)

☒ 1. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

☐ 2. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents)
n/a

(C) Buyer's Acknowledgment

☐ 1. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (See Environmental Notices).
Buyer's Initials _____ Date _____

☐ 2. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).
Buyer's Initials _____ Date _____

(D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

☒ WAIVED Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within n/a days of the execution of this Agreement (insert "10" unless Buyer and Seller agree to a different period of time).
2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Listing Broker, if any, otherwise to Seller, a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within n/a days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 days, will:

a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, then Buyer, within 5 days, will:

a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) **Certification** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

11. RADON CONTINGENCY (1-00)

(A) Seller represents that: (check appropriate response(s))

☒ 1. Seller has no knowledge concerning the presence or absence of radon.

☐ 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

☐ 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
n/a	n/a
n/a	n/a
n/a	n/a

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Radon Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(B) Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test report to Listing Broker, if any, otherwise to Seller, within 180 days of the execution of this Agreement. (See Radon Notice.)

1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within n/a days of receipt of the test results:

☒ **Option 1**

a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

c. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures.

1) Within 5 days of receiving the corrective proposal, Seller will:

a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b) Not agree to the terms of the corrective proposal.

2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the time given, Buyer will, within 5 days, elect to:

a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ **Option 2**

a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests, and completion date for corrective measures. Seller will pay a maximum of $ n/a toward the total cost of remediation and retests, which will be completed by settlement.

1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 days of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:
   (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   (b) Not pay for the total cost of remediation and retests.
2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to
   a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

12. STATUS OF WATER (1-00)

(A) Seller represents that this property is served by:

- ☒ Public Water
- ☐ On-site Water
- ☐ Community Water
- ☐ None
- ☐ n/a

(B) WATER SERVICE INSPECTION CONTINGENCY

☐ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer has the option, within n/a days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property prior to settlement
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within n/a days of receipt of the report, notify Buyer in writing of Seller's choice to:
   a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Not upgrade the water service.
4. If Seller chooses not to upgrade the water service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within n/a days, either:
   a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreeement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

13. STATUS OF SEWER (1-00)

(A) Seller represents that property is served by:

- ☒ Public Sewer
- ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
- ☐ Community Sewage Disposal System
- ☐ Ten-acre Permit Exemption (See Sewage Notice 2)
- ☐ Holding Tank (See Sewage Notice 3)
- ☐ None (See Sewage Notice 1)
- ☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)
- ☐ n/a

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

☐ WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ REJECTED

A. Buyer has the option, within n/a days of the execution of this Agreement and at Buyer's expense, to deliver to Selling Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.

2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.

3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within n/a days of receipt of the report, notify Buyer in writing of Seller's choice to:

a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within n/a days, either:

(1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

(2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within n/a days of receipt of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company, provisions for payment, including retests, and completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:

a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)

(A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here:

n/a

(B) Seller knows of no other potential notices (including violations) and assessments except as follows.

n/a

(C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 days of receiving the notice or assessment, that Seller will:

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer will:
   a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

   If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(E) If required by law, within n/a days of the execution of this Agreement, Seller will order for delivery to Selling Broker, if

any, otherwise to Buyer, on or before settlement,

1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances, AND/OR
2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS, & COSTS (1-00)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3); and in the latter event there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

(C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.

(D) Buyer will pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

6. ZONING CLASSIFICATION (1-00)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: Residential

☐ ELECTED. Within n/a days of the execution of this Agreement, Buyer will verify that the existing use of the Property as n/a is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Listing Broker, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

17. COAL NOTICE

☐ NOT APPLICABLE

☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL. AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-98)

(A) Possession is to be delivered by deed, keys and:

1. Physical possession to a vacant building (if any) broom-clean, free of debris at day and time of settlement, AND/OR
2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant-occupied at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge

existing lease(s) by initialing said leases(s) at time of signing of this Agreement, if Property is tenant-occupied.

(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of Buyer.

19. RECORDING (3-85) This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement

20. ASSIGNMENT (3-85) This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-00)

(A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid to Broker or party identified in paragraph 3(F), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.

(B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. CONDOMINIUM / PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-00)

☐ NOT APPLICABLE

☒ APPLICABLE: CONDOMINIUM

Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.

☐ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

(A) Within n/a days of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

(B) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.

(C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.

(D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any. (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any: (3) Appraisal fees and charges paid in advance to mortgage lender, if any, (4) Buyer's customary settlement costs and accruals

23. MAINTENANCE & RISK OF LOSS (1-00)

(A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.

(B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:

1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:
   a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
   b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned

promptly to Buyer and this Agreement will be VOID.

(C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-00)

In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

26. REPRESENTATIONS (1-00)

(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.

(B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.

(D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. TIME OF THE ESSENCE- DEFAULT (1-00)

The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period. Should Buyer:

(A) Fail to make any additional payments as specified in paragraph 3; OR

(B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, OR

(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;

then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, unless otherwise checked below.

☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.

If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. BROKERS (1-00) The Business Relationships between the Broker(s) and Seller and Buyer are as follows, UNLESS a different relationship is checked below.

(A) The Listing Broker is Agent for Seller

(B) The Selling Broker is Agent for Buyer

(C) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensee(s) UNLESS there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

☐ The Selling Broker is the Agent/Subagent for Seller

☐ The Selling Broker is a Transaction Licensee

☐ The Listing Broker is a Transaction Licensee

(D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

MEDIATION (7-96)

☐ NOT AVAILABLE

☒ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

☐ ELECTED

(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer and Seller acknowledge that they have read and understand the notices and explanatory information set forth in this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Allegheny County Housing Authority
625 Stanwix Street, Pittsburgh, PA 15219
Bus.#: 412-402-2450 Fax #: 412-355-8954

WITNESS Evan M. Pro BUYER Frank Aggazio DATE 11/27/02
By: Frank Aggazio, Executive Director

Email n/a

I/We hereby approves the above contract this (date) N/A
in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Listing Broker a fee of N/A
of/from the herein specified sale price. In the event the Buyer defaults hereunder, any monies paid on account will be divided
N/A Seller, N/A Listing Broker, but in no event will the sum paid to Listing Broker be in excess
of the above specified Broker's Fee.

Ralph A. Falbo, Inc.
100 Wood St. Building, 7th Floor, Pittsburgh, PA 15222
Bus.#: 412-355-0300 Fax #: 412-355-0304

WITNESS Cynthia B Roane SELLER [signature] DATE 11-27-02
By: Ralph A. Falbo, President

Email n/a

Brokers/Licensees Certifications (check all that are applicable)

☐ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978. The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.

Acknowledgment: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.

☐ Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

☐ Regarding Mediation: The undersigned ☐ Listing Broker ☐ Selling Broker agree to submit to mediation in accordance

with paragraph 29 of this Agreement)

LISTING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

SELLING BROKER (Company Name) n/a

ACCEPTED BY _____ DATE _____

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NOTICES AND INFORMATION

INFORMATION REGARDING THE SELLER'S PROPERTY DISCLOSURE ACT

Generally speaking, the Seller's Property Disclosure Act applies to any sale, exchange, installment sales contract, lease with an option to buy, or transfer of an interest in real estate where not less than one and not more than four residential dwelling units are involved. The Act stipulates that certain disclosures have to be made and delivered in a form defined by the Act, before an agreement of sale is signed.

The Act defines nine exceptions, where the form does not have to be used.

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or a direct descendant.
6. Transfers between spouses that result from divorce, legal separation, or property settlement.
7. Transfers by a corporation to its shareholders as part of a plan of liquidation.
8. Transfers by a partnership to its partners as part of a plan of liquidation.
9. Transfers of new construction that has never been occupied when:
   a. The buyer has received a one-year written warranty covering the construction;
   b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
   c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, the Act limits the disclosure in the cases of condominiums and cooperatives to the seller's particular unit. It does not impose disclosures regarding common areas or facilities; those elements are already addressed in the laws that govern the resales of condominiums and cooperative interests.

NOTICE TO BUYERS SEEKING FINANCING

.e appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

U.S. Department of Housing and Urban Development
FHA Loans:

For Your Protection: Get a Home Inspection

What the FHA Does For Buyers...and What We Don't Do

What we do: FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for conventional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

What we don't do: FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we cannot give or lend you money for repairs, and we cannot buy the home back from you.

That's why it is so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders, home inspections are for buyers. The lender does an appraisal for three reasons:

- To estimate the value of a house
- To make sure that the house meets FHA minimum property standards
- To make sure that the house is marketable

Appraisals are not home inspections.

'hy a Buyer Needs a Home Inspection

home inspection gives the buyer more detailed information than an appraisal - information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

What Goes into a Home Inspection
A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

Be an Informed Buyer
It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should call the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

This statement must be delivered to you at the time of initial loan application. Return one copy to your lender as proof of notification and keep one copy for your records.

You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

PROPERTY INSPECTION NOTICES

Property Inspection: A general inspection of the Property can be performed by a professional contractor or home inspection service and may include inspections of: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters, and downspouts, appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items Buyer may select. Inspections or certifications might include: Environmental Hazards (e.g., Asbestos, Ureaformaldehyde Foam Insulation, Underground Storage Tanks, etc.), Electromagnetic Fields, Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification, and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances.

Flood Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

Property Boundary/Square Footage: Buyer is advised that Seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water Service: Buyer may elect to have the water service inspected by a professional water testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees, and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

ENVIRONMENTAL NOTICES

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction and industry. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human health effects. Asbestos can easily break into microscopic fibers that can remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, DC 20460, (202) 260-2090 and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are

restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, 111 18th Street N.W., Washington, D.C. 20207, (202) 260-4700.

reaformaldehyde Foam Insulation (UFFI): Ureaformaldehyde Foam Insulation (UFFI) is a thermal insulation material that is manufactured at the site of installation and pumped into the space in the walls of the building being insulated. UFFI can release formaldehyde gas into the interiors of the buildings in which it is installed. Adverse health effects linked to exposure to UFFI are cancer, acute illness such as eye, nose, and throat irritation, and sensitization. Although a 1982 ban of future sales of UFFI by the U.S. Consumer Product Safety Commission was overturned in 1983 because the health risk was not established as "unreasonable," it is recommended that prospective buyers be informed if UFFI is present or has been present on the property. Tests can be conducted to determine the concentration of formaldehyde gas present in a structure, as well as to measure the presence and toxicity of UFFI. The cost of removing UFFI will vary with the design of the construction and the accessibility of the insulation. Information regarding tests and testing procedures can be obtained by writing the U.S. Consumer Product Safety Commission, Office of the Secretary, Thud Floor, 4330 East West Highway, Bethesda, MD 20814.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

Lead: (For Properties built before 1978)

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lead Hazard Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must disclose to the buyer and the Broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

Radon: Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon exceeds 0.02 working levels or 4 picocuries/liter. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates, or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through the Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469. (800) 23RADON or (717) 783-3594.

SEWAGE NOTICES
NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.

DEFINITION OF A PLANNED COMMUNITY

The Uniform Planned Community Act defines "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act- When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the buyer with a certificate of resale under the following circumstances.

A. The Planned Community contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community.
B. The Planned Community is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed
C. The Planned Community or units are located outside the Commonwealth of Pennsylvania.
D. The transfer of the unit is a gratuitous transfer.
E. The transfer of the unit is required by court order.
F. The transfer of the unit is by the government or a governmental agency.
G. The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

TIME IS OF THE ESSENCE

All dates and time limits set within this Agreement must be adhered to or this Agreement is breached. For the purposes of this Agreement, number of days will be counted from the date of execution by excluding the day on which this Agreement was executed

and by including the last day of the time period. The date of execution is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it.

MEDIATION

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.

2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
   a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
   b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
   c. A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

   A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

   Mediation Fees Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.

5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.

6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
   1. Have the authority to enter into and sign a binding settlement to the dispute.
   2. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, as well as descriptions of witnesses and the content of their testimony, whether or not they will be appearing at the mediation conference. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

   The mediator presiding over the conference:
   1. Will impartially conduct an orderly settlement negotiation.
   2. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
   3. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

   Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.

8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation, any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

   No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference

10. **Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, SHALL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR SHALL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

'OPERTY

Unit Nos.: 209, 307 409, 513, and 613; 1987 Centurion Drive, Borough of Forest Hills, County of Allegheny, Pennsylvania, 15221.

Being Allegheny County Lot & Block Numbers: 300-D-205-209(Unit No. 209); 300-D-205-307 (Unit No. 307); 300-D-205-409 (Unit No. 409); 300-D-205-513 (Unit No. 513); 300-D-205-613 (Unit No. 613).

SELLER

Ralph A. Falbo, Inc.

BUYER

Allegheny County Housing Authority

DATE OF AGREEMENT December 01, 2002

This agreement of sale is contingent upon the following:

1. Receipt of notification from the US Deparment of Housing and Urban Development (HUD) that HUD has approved the HOPE VI funding application submitted by the Allegheny County Housing Authority on December 6, 2002 to redevelop the Allegheny County Housing Authority property known as Ohioview Acres.

2. Receipt of notification from the US Department of Housing and Urban Development (HUD) that HUD has approved the property(ies) in the agreement of sale as being in compliance with he HUD environmental review and referenced in application standards referenced in Section of the HUD HOPE VI Revitalization NOFA, and attached to this agreement as Exhibit A(HUD OPE VI Revitalization NOFA, pp. 85-87).

Receipt of notification from HUD that the property(ies)comply with the site and neighborhood standards, per the HOPE VI funding application standards referenced in Section XIII(C) (3) and attached to this document as EXHIBIT B and outlined as items (a) through (g), on (HUD HOPE VI Revitalization NOFA application, pages 58-59.)

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

WITNESS Edwin M. Pm

Allegheny County Housing Authority
BUYER Frank Aggazio
By: Frank Aggazio, Executive Director

DATE 11/27/02

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WITNESS Cynthia B Raine SELLER Ralph A. Falbo, Inc. DATE 11-27-02

By: Ralph A. Falbo, President

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Buyer(s): _____

XX. ENVIRONMENTAL REQUIREMENTS

(A) Environmental Review.

(1) If you are selected for funding and an environmental review has not been conducted on the targeted site, the responsible entity, as defined in 24 CFR 58.2(a)(7), must assume the environmental review responsibilities for projects being funded by HOPE VI. If you object to the responsible entity conducting the environmental review, on the basis of performance, timing or compatibility of objectives, HUD will review the facts and determine who will perform the environmental review. At any time, HUD may reject the use of a responsible entity to conduct the environmental review in a particular case on the basis of performance, timing or compatibility of objectives, or in accordance with 24 CFR 58.77(d)(1). If a responsible entity objects to performing an environmental review, or if HUD determines that the responsible entity should not perform the environmental review, HUD may designate another responsible entity to conduct the review or may itself conduct the environmental review in accordance with the provisions of 24 CFR part 50. You must provide any documentation to the responsible entity (or HUD, where applicable) that is needed to perform the environmental review.

(2) If you are selected for funding, you must have a Phase I environmental site assessment completed in accordance with the American Society for Testing and Material (ASTM) Standards E 1527-97, as amended, for each affected site. A Phase I assessment is required whether the environmental review is completed under 24 CFR part 50 or 24 CFR part 58. The results of the Phase I assessment must be included in the documents that must be provided to the responsible entity (or HUD) for the environmental review. If the Phase I assessment recognizes environmental concerns or if the results are inconclusive, a Phase II environmental site assessment will be required.

(3) You may not undertake any actions with respect to the project, or with respect to any off-site replacement public housing, that are choice-limiting or could have environmentally adverse effects, including demolishing, acquiring, rehabilitating, converting, leasing, repairing, or constructing property proposed to be assisted under this NOFA, and you may not commit or expend HUD or local funds for these activities, until HUD has approved a Request for Release of Funds (RROF) following a responsible entity's environmental review under 24 CFR part 58, or until HUD has completed an environmental review and given approval for the action under 24 CFR part 50.

(4) If the environmental review is completed before HUD approval of the HOPE VI Supplemental Submissions and you have submitted your RROF, the Supplemental Submissions approval letter shall state any conditions, modifications, prohibitions, etc. as a result of the environmental review, including the need for any further environmental review. You must carry out any mitigating/remedial measures required by HUD, or select an alternate eligible property, if permitted by HUD. If the remediation plan is not approved by HUD and a fully-funded contract with a qualified contractor licensed to perform the required type of remediation is not executed, HUD reserves the right to determine that the grant is in default.

(5) If the environmental review is not completed and/or you have not submitted the RROF before HUD approval of the Supplemental Submissions, the letter approving the Supplemental Submissions will instruct you to refrain from undertaking, obligating or expending funds on physical activities or other choice-limiting actions, until HUD approves your RROF and the related certification of the responsible entity (or HUD has completed the environmental review). The Supplemental Submissions approval letter also will advise you that the approved Supplemental Submissions may be modified on the basis of the results of the environmental review.

(6) The costs of environmental reviews and hazard remediation are eligible costs under the HOPE VI Program.

(7) HUD's Environmental website is located at **http://hudstage.hud.gov/offices/cpd/energyenviron/environment/index.cfm**

(B) There must not be any environmental or public policy factors such as sewer moratoriums that would preclude development in the requested locality. Applicants will certify to this when signing the HOPE VI Revitalization Grant Application Certifications.

(C) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), your application may not propose to provide financial assistance for acquisition or construction (including rehabilitation) of properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards; and

(2) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.

(D) Coastal Barrier Resources Act. In accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501), your application may not target properties in the Coastal Barrier Resources System.

(c) Have received a letter of non-compliance findings under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, or Section 109 of the Housing and Community Development Act of 1974.

HUD's decision regarding whether a charge, lawsuit, or a letter of findings has been resolved to the satisfaction of the Department as of the application due date will be based upon whether appropriate actions have been taken to address allegations of ongoing discrimination in the policies or practices involved in the charge, lawsuit, or letter of findings. A charge, lawsuit, or letter of findings issued after the application due date will not affect an applicant's eligibility under this threshold. Examples of such actions which must happen before the application due date include, but are not limited to:

(i) A voluntary compliance agreement signed by all parties in response to the letter of findings;

(ii) A HUD-approved conciliation agreement signed by all parties; or

(iii) An out-of-court settlement of a Department of Justice lawsuit under the Fair Housing Act.

(2) **THRESHOLD**: Desegregation Orders. You must be in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects your public housing program and that is in effect on the application due date.

(3) Site and Neighborhood Standards for Replacement Housing. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and regulations thereunder. In determining the location of any replacement housing, you must comply with either the site and neighborhood standards regulations at 24 CFR 941.202 (b-d) or with the standards outlined below.

(a) Goals of the HOPE VI Program. The HOPE VI Program provides resources to address the needs of severely distressed public housing projects within an administrative framework of less intrusive Federal oversight and increased reliance on informed local decision making. HOPE VI Grants are made so that Grantees can develop and implement comprehensive strategies that address not only the physical and management needs of the projects, but also the social and economic needs of the residents and the surrounding community. You are expected to ensure that your revitalization plan will expand assisted housing opportunities in non-poor and non-minority neighborhoods and/or will accomplish substantial revitalization in the Project and its surrounding neighborhood. You are also expected to ensure that eligible households of all races and ethnic groups will have equal and meaningful access to the housing.

(b) Objectives in Selecting HUD-Assisted Sites. The fundamental goal of HUD's fair housing policy is to make full and free housing choice a reality. Housing choice requires that households of all races can freely decide the type of neighborhood where they wish to reside, that minority neighborhoods are no longer deprived of essential public and private resources, and that stable, racially-mixed neighborhoods are available as a meaningful choice for all. To make full and free housing choice a reality, sites for HUD-assisted housing investment should be selected so as to advance two complementary goals.

(i) Expand assisted housing opportunities in non-minority neighborhoods, opening up choices throughout the metropolitan area for all assisted households; and

(ii) Reinvest in minority neighborhoods, improving the quality and affordability of housing there to represent a real choice for assisted households.

(c) Compliance with Fair Housing Act and Title VI of the Civil Rights Act of 1964. You must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations, in determining the location of any replacement housing.

(d) Grantee's Election of Requirements. You may, at your election, separately with regard to each site you propose, comply with the development regulations regarding Site and Neighborhood Standards (24 CFR 941.202 (b)-(d)), or with the Site and Neighborhood Standards contained in this Section.

(e) Replacement housing located on site or in the surrounding neighborhood. Replacement housing under HOPE VI that is located on the site of the existing project or in its surrounding neighborhood will not require independent approval under Site and Neighborhood Standards, since HUD will consider the scope and impact of the proposed revitalization to alleviate severely distressed conditions at the public housing project and its surrounding neighborhood in assessing the application to be funded under this NOFA.

(f) Off-Site Replacement Housing Located Outside of the Surrounding Neighborhood. Unless you demonstrate that there are already significant opportunities in the metropolitan area for assisted households to choose non-minority neighborhoods (or these opportunities are under development), HOPE VI replacement housing not covered by Section (e) above may not be located in an area of minority concentration (as defined in paragraph (g) below) without the prior approval of HUD. Such approval may be granted if you demonstrate to the satisfaction of HUD that:

(i) You have made determined and good faith efforts, and found it impossible with the resources available, to acquire an appropriate site(s) in an area not of minority concentration, or

(ii) The replacement housing, taking into consideration both the CSS activities or other revitalizing activities included in the Revitalization Plan, and any other revitalization activities in operation or firmly planned, will contribute to the stabilization or improvement of the neighborhood in which it is located, by addressing any serious deficits in services, safety, economic opportunity, educational opportunity, and housing stock.

(g) Area of Minority Concentration. The term "area of minority concentration" is any neighborhood in which:

(i) The percentage of households in a particular racial or ethnic minority group is at least 20 Points higher than the percentage for the housing market area; i.e., the Metropolitan Statistical Area (MSA) in which the proposed housing is to be located, or

(ii) The neighborhood's total percentage minority is at least 20 Points higher than the percentage for MSA.

RALPH A. FALBO, INC.

INVOICE OR ACCOUNT	PAYMENT DUE DATE	PO/VOUCHER	INVOICE AMOUNT	PRIOR PAYMENTS	PAYMENT AMOUNT	INVOICE BALANCE
	11/27/2002	93556-1	$500.00	$0.00	$500.00	$0.00
	UNIT # 508 CENTURION COMMONS, FOREST HILLS HAND MD					
TOTALS FOR CHECK 00063712 WRITTEN 11/27/2002			$500.00	$0.00	$500.00	$0.00

THIS DOCUMENT IS PRINTED ON COLORED SAFETY PAPER. MICRO PRINTING. PAPER CONTAINS A WATERMARK AND NUMBERS APPEAR PINK ON REVERSE SIDE.

PNC BANK, NATIONAL ASSOCIATION
JEANNETTE, PA
60-162
433

No. 063712

ACHA
EQUITY AND POOLED
CASH ACCOUNT

DATE
11/27/2002

AMOUNT
$ ******$500.00

Y Five Hundred And 00/100 Dollars **********

TO THE ORDER OF
RALPH A. FALBO, INC.
100 WOOD STREET
PITTSBURGH, PA 15222

ALLEGHENY COUNTY HOUSING AUTHORITY

MP

⑈063712⑈ ⑆043301627⑆ 00400756391⑈

RALPH A. FALDO, INC.

INVOICE OR ACCOUNT	PAYMENT DUE DATE	PO/VOUCHER	INVOICE AMOUNT	PRIOR PAYMENTS	PAYMENT AMOUNT	INVOICE BALANCE
UNIT 209:307:405	11/27/2002	83551-1	$2,500.00	$0.00	$2,500.00	$0.00
	HAND MONEY CENTURION COMMONS FOREST HILLS;513;613					
TOTALS FOR CHECK 00063706 WRITTEN 11/27/2002			$2,500.00	$0.00	$2,500.00	$0.00

THIS DOCUMENT IS PRINTED ON COLORED SAFETY PAPER. MICRO PRINTING. PAPER CONTAINS A WATERMARK AND NUMBERS APPEAR PINK ON REVERSE SIDE.

PNC BANK, NATIONAL ASSOCIATION
JEANNETTE, PA.
60-162
433

No. 06370

ACHA
EQUITY AND POOLED
CASH ACCOUNT

DATE
11/27/2002

AMOUNT
$ ****$2,500.00

PAY Two Thousand Five Hundred And 00/100 Dollars **********

TO THE ORDER OF
RALPH A. FALDO, INC.
100 WOOD STREET
PITTSBURGH, PA 15222

ALLEGHENY COUNTY HOUSING AUTHORITY

MP

⑈063706⑈ ⑆043301627⑆ 00400758 39⑈

JOSEPH A. & CAROLYN C. MASSARO

INVOICE OR ACCOUNT	PAYMENT DUE DATE	PO/VOUCHER	INVOICE AMOUNT	PRIOR PAYMENTS	PAYMENT AMOUNT	INVOIC BALANC
UNIT 105;105-302-404	11/27/2002	03555-1	$5,000.00	$0.00	$5,000.00	$0.0
HAND MONEY CENTURION COMMONS FOREST HILLS; 609						
TOTALS FOR CHECK 00063707 WRITTEN 11/27/2002			$5,000.00	$0.00	$5,000.00	$0.0

THIS DOCUMENT IS PRINTED ON COLORED SAFETY PAPER. MICRO PRINTING. PAPER CONTAINS A WATERMARK AND NUMBERS APPEAR PINK ON REVERSE SIDE.

PNC BANK, NATIONAL ASSOCIATION
JEANNETTE, PA
60-162
433

No. 06370

ACHA
EQUITY AND POOLED CASH ACCOUNT

DATE
11/27/2002

AMOUNT
$ ****$5,000.00

PAY Five Thousand And 00/100 Dollars **********

TO THE ORDER OF
JOSEPH A. & CAROLYN C. MASSARO
CENTURION COMMONS
FOREST HILLS PA 15221

ALLEGHENY COUNTY HOUSING AUTHORITY

MP

⑈063707⑈ ⑆043301627⑆ 0010075639⑈

Form No. 11 DEED To a Corporation

For Sale by F. O. Nay Co., Law Blank Publishers, 416 Grant St., Pgh. 19, Pa.

This Indenture

Made the 22nd day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

Between HELEN DIETRICK AND JOSEPH DIETRICK, her husband, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized ~~and existing~~ and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny of the second part:

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of TWO HUNDRED SEVENTY-SIX - - - - - ($276.00) - - - - - - - - - - - - - - - Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever.

All that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

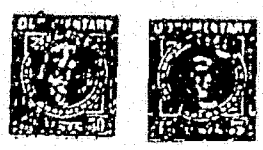
BEGINNING on the Northwesterly side of England Street at the point thereon distant South 39° West 60 feet, as measured along said side of England Street, from the Southwesterly side of an alley 12 feet wide; thence from said point of beginning and along the said side of England Street, South 39° West 60 feet to a point on line of property now or late of Steven Smelko; thence along said last mentioned line North 54° West 100.14 feet to a point on the Southeasterly side of an alley 12 feet wide; thencealong said sideof said alley North 39° East 60 feet to a point; and thence South 54° East 100.14 feet to the place of beginning.

TOGETHER WITH all the right, title and interest of, in and to those portions of England Street and the alley 12 feet wide abutting the above principally described premises,

BEING part of the same premises which Martin Aponas and Mary Aponas, his wife, by deed dated June 30, 1931, and recorded July 2, 1931, in the Recorder's Office of

POOR ORIGINAL

Allegheny County in Deed Book Volume 2448, page 251, granted and conveyed unto HELEN DIETRICK, one of the grantors herein.



U.S. Stamps
$.33

POOR ORIGINAL

Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, Forever.

And the said HELEN DIETRICK, one of

the said parties of the first part, for herself, her heirs, executors and administrators, does by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that she, the said party of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against her, the said party of the first part, and her heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
in the Presence of

Ag. to Mark.
Robert H. Freiss
Myron D. Leff

Helen Dietrick (SEAL)
Dietrick (SEAL)
Lic. (SEAL)
Joseph + Dietrick (SEAL)
Mark
(SEAL)
(SEAL)
(SEAL)

Certificate of Residence.

I, agent do hereby certify that grantee's precise residence is 201 County Office Building, Pittsburgh 19Pa.

Witness my hand this 22nd day of May, 19 53

S. Fisher
Agent

POOR ORIGINAL

Witness. The day of the date of the above Indenture of the above named

The sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full

Witness

Commonwealth of Pennsylvania, }
County of ALLEGHENY } ss.

On this 22nd day of May, A. D. 1953, before me, a Notary Public in and for said County and Commonwealth, came the above named HELEN DIETRICK AND DIETRICK, her husband, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument.

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such

Witness my hand and Notarial seal, the day and year aforesaid.

SEAL Robert N. Frew
Notary Public SEAL

My Commission Expires
ROBERT N. FREW, Notary Public
MY COMMISSION EXPIRES
FEBRUARY 2, 1957

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

5220 Number

Recorded

Page 53

Vol. 3437

From HELEN DIETRICK ET VIR

To ALLEGHENY COUNTY HOUSING AUTHORITY

Fees, $

MAIL TO:
Allegheny County Housing Authority
2nd County Office Bldg.,
Pittsburgh 19, Pa.

P. O. Ney Co. Law Blank Publishers 115 Grant St. Pgh. 19, Pa.

Commonwealth of Pennsylvania, }
County of ALLEGHENY } ss.

Recorded on this 22nd day of May, A. D. 19 53, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 53

Given under my hand and the seal of the said office, the day and year aforesaid.

John J. Eyler
Recorder.

POOR ORIGINAL

Form No. 11 DEED To a Corporation

For Sale by F. O. Kelly Co., Law Blank Publishers 411 Orant St., Pgh. 19, Pa.

This Indenture

Made the 22nd. day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

Between HELEN DIETRICK AND JOSEPH DIETRICK, her husband, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized ~~and existing~~ and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of FIVE THOUSAND THREE HUNDRED SIXTY-FOUR - - - - ($5,364.00) - - - - - - - - - Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever.

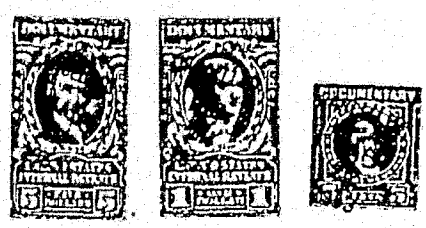
All that certain tract or parcel of land situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwesterly side of England Street, 35 feet wide, at the point thereon distant North 39°East, as measured along said side of England Street, 60 feet from the Northeasterly corner of property now or late of Steven Smelko et ux.; thence North 54° West 100.14 feet to a point on the Southeasterly side of an alley 12 feet wide; thence along said side of said alley North 39° East 60 feet to a point on the Southwesterly side of another alley 12 feet wide; thence along said side of last mentioned alley South 54° East 100.14 feet to the Northwesterly side of England Street aforesaid; thence along said side of England Street South 39° West 60 feet to the point, the place of beginning.

BEING part of the same premises which Martin Aponas and Mary Aponas, his wife, by deed dated June 30, 1931, and recorded July 2, 1931, in the Recorder's Office of Allegheny County in Deed Book Volume 2448, page 251, granted and conveyed unto Helen Dietrick, one of the grantors herein.

POOR ORIGINAL

TOGETHER WITH all right, title and interest in and to those portions of England Street and the two unnamed alleys, as set forth in the above description abutting the premises above principally described.



U.S. Stamps
$1.00

POOR ORIGINAL

VOL. 3437 PAGE 79

Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said part ies of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To have and to hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And the said Helen Dietrick, one of

the said part ies of the first part, for herself, her heirs, executors and administrators, does by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that she, the said party of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against her, the said party of the first part, and her heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and forever Defend.

In Witness Whereof, the said part ies of the first part ha ve to these presents set their hands and seal s. Dated the day and year first above written.

Sealed and Delivered
In the Presence of

Robert H. Fuller.

Witness as to mark.

Myron D. Leff

Helen Dietrick. SEAL

Dietrick SEAL

Lia. SEAL

Joseph L Dietrick SEAL

Mark.

SEAL

SEAL

SEAL

Certificate of Residence.

I, ngent do hereby certify that grantee's precise residence is 201 County Office Building, Pittsburgh 19, Pa.

Witness my hand this 22nd day of May 19 53

S Fuscher
Agent

POOR ORIGINAL

Recitals. The day of the date of the above Indenture of the above named

the sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

On this 22nd day of May A. D. 19 53, before me, a Notary Public in and for said County and Commonwealth, came the above named HELEN DIETRICK AND Joseph DIETRICK, her husband, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the with in instrument, and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

(SEAL) Robert W. Freiss
Notary Public (SEAL)

My Commission Expires ROBERT W. FREISS, Notary Public
MY COMMISSION EXPIRES
FEBRUARY 2, 1957

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

Deed

Number 3204

Recorded May 22 53

Page 77

From HELEN DIETRICK ET VIR

To ALLEGHENY COUNTY HOUSING AUTHORITY

Vol. 3437

Fees, $

MAIL TO: Allegheny County Housing Authority 201 County Office Bldg. Pittsburgh, 19, Pa.

P O Mail Co., Law Blank Publishers, 416 Grant St., Pgh. 19, Pa.

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

Recorded on this 22nd day of May A. D. 19 53, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 77

Given under my hand and the seal of the said office the day and year aforesaid.

John J. Egler
Recorder.

POOR ORIGINAL

Form No. 41 DEED To A Corporation

For Sale by F. O. Nolf Co., Law Blank Publishers
411 Grant St., Pgh. 19, Pa.

This Indenture

Made the 21st day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

Between STEVEN SMELKO AND SUSIE SMELKO, his wife, of the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY [illegible], a body corporate and politic, organized

~~a corporation or body politic created~~ by and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny, of the second part

Witnesseth, That the said parties of the first part, for and in consideration of the sum of NINE HUNDRED ($900.00) - Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever.

All that certain tract or piece of tract of land situate in South Fayette Township, County of Allegheny and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

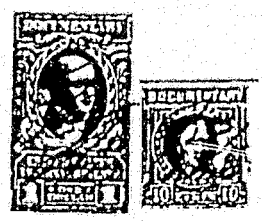
BEGINNING on the Northwesterly side of England Street, 33 feet wide, at the same is intersected by the Northeasterly line of property now or late of Frank Bregon et ux.; thence along said line of Frank Bregon et ux. North 51° West 140 feet to a point on the Southeasterly side of an alley 15 feet wide, thence along said side of said alley North 39° East 324.55 feet to a point on the line of property now or late of Helen Dietrick; thence along said last mentioned line South 54° East 140.14 feet to a point on the Northwesterly side of England Street aforesaid; thence along said side of England Street South 39° West 404.79 feet to the place of beginning.

BEING part of the same premises which JOHN SMELKO AND MARY SMELKO, his wife, by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2742, page 176, granted and conveyed unto Steven Smelko and Susie Smelko, his wife, the grantors herein.

TOGETHER WITH all the right, title and interest of, in and to all streets, alleys

POOR ORIGINAL

and other thoroughfares located or abutting on the tract of ground conveyed by the above recited deed.



1.10 Mon
Stamps

6.3

POOR ORIGINAL

POOR ORIGINAL

Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And the said STEVEN SMELKO AND SUSIE SMELKO, his wife,

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
In the Presence of

John R. Bowman

Steven Smelko (SEAL)

Susie Smelko (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Certificate of Residence.

I, Agent do hereby certify that grantee's precise residence is 701 County Office bldg. Pittsburgh, Pa.

Witness my hand this 25th. day of May 1953

M. L. McGlumphy

Entered, The day of the date of the above Indenture of the above named

the sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

On this 21st day of May

A. D. 19 53, before me, a Notary Public in and for said County and Commonwealth, came the above named STEVEN SHELKO AND SUSIE SHELKO, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument,

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

SEAL

Notary Public (SEAL)
NOTARY PUBLIC

My Commission Expires

My Commission Expires, Feb 3rd, 1955

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

POOR ORIGINAL

32677 Number

Recorded MAY 25 1953

Page 245

Vol. 3437

From STEVEN SHELKO ET UX.

To ALLEGHENY COUNTY HOUSING AUTHORITY

Fees, $

MAIL TO Allegheny County Housing Authority 201 County Office Bldg. Pittsburgh, Pennsylvania

P. O. Hay Co., Law Book Publishers, 115 Grant St., Pgh. 19, Pa.

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

Recorded on this 25th day of MAY A. D. 1953, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 245

Given under my hand and the seal of the said office the day and year aforesaid.

John J. Egler
Recorder.

Form No. 51 DEED To a Corporation

For sale by F. O. Nair Co., Law Blank Publishers
111 Grant St., Pgh. 19, Pa.

This Indenture

Made the 21st day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

Between STEVEN SHELKO AND SUSIE SHELKO, his wife, of the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized ~~and existing~~ and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of [illegible] - Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever

All that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northeasterly line of Elm Street or Alley, 12½ feet wide, where the same is intersected by the Northwesterly line of an unnamed alley 12 feet wide; thence along said side of said unnamed alley North 39° East 565.05 feet to a point on the Southwesterly line of another unnamed alley, 12 feet wide; thence along said side of said last mentioned alley North 54° West 240.17 feet to a point on line of property now or late of F. Sray; thence along said Sray line South 39° 07' 40" West 563 feet, more or less, to a point on said Sray line; thence still along said Sray line South 41° 53' East 24.7 feet to a point; thence still along said Sray line North 48° 07' East 16 feet to a point; thence still along said Sray line South 41° 53' East 42.5 feet to a point; thence still along said Gray line South 48° 07' West 40 feet, more or less, to a point on the Northeasterly line of Elm Street or alley, aforesaid; and thence along said side of Elm Street or Alley South 41° 53' East 181 feet, more or less, to the place of beginning.

POOR ORIGINAL

POOR ORIGINAL

TOGETHER with all right, title and interest of, in and to all streets, alleys and other thoroughfares located on or abutting the tract of ground conveyed by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2142, page 176, from John Smelko and Mary Smelko his wife, to Steven Smelko and Susie Smelko, his wife.

BEING part of the same premises which JOHN SMELKO AND MARY SMELKO, his wife, by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2142, page 176, granted and conveyed unto STEVEN SMELKO AND SUSIE SMELKO, his wife, the grantors her[illegible]

(1)



POOR ORIGINAL

V[illegible] 2137 PAGE 25[illegible]

Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And the said STEVEN SUELKO AND SUSIE SUELKO, his wife,

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
in the Presence of

John R. Bowman

Steven Suelko (SEAL)

Susie Suelko (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Certificate of Residence.

I, Agent do hereby certify that grantee's precise residence is County Office Bldg., 542 4th Ave. Pittsburgh 19, Pa.

Witness my hand this 25th day of May 1953

Emma Fontana
Agent

Entered The day of the date of the above Indenture of the above named

the sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

On this 21st day of May

A. D. 19 53, before me, a Notary Public in and for said County and Commonwealth, came the above named STEVE SHEAR AND EDITH SHEAR, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument,

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

SEAL

My Commission Expires

NOTARY PUBLIC
My Commission Expires April 30, 1955

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained

In Witness Whereof, I hereunto set my hand and official seal

Title of Officer.

My Commission Expires

Recorded 25th day of May A. D. 1953 in the Recorder's Office of Allegheny County, Pa. in Deed Book Volume 3437 Page 249

Vol. 3437 From STEVEN SHEAR ET UX, To ALLEGHENY COUNTY HOUSING AUTHORITY

Fees, $

HAL. TO: Allegheny County Housing Authority 201 County Office Bldg. 542 Forbes Street. Pittsburgh 19, Pennsylvania

P. O. Box 26, Law Blank Publishers, Inc. Grant St. at 4th Ave.

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

Recorded on this 25th day of MAY A. D. 1953, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 249

Given under my hand and the seal of the said office the day and year aforesaid.

John J. Epler
Recorder.

POOR ORIGINAL

Form No. 16 DEED To a Corporation

For Sale by F. O. Muir Co., Law Blank Publishers 411 Grant Bldg. Pgh. 19, Pa.

This Indenture

Made the 21st day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

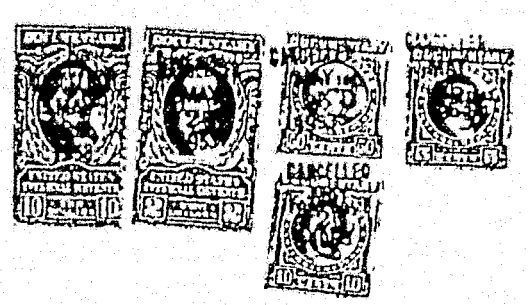
Between STEVEN SMELKO AND SUSIE SMELKO, his wife, of the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized ~~xxxx

TOGETHER WITH all right, title and interest of, in and to all streets, alleys and other thoroughfares located on or abutting the tract of ground conveyed by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2742, page 176, from John Smelko and Mary Smelko his wife, to Steven Smelko and Susie Smelko, his wife.

BEING part of the same premises which JOHN SMELKO and MARY SMELKO, his wife, by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2742, page 176, granted and conveyed unto STEVEN SMELKO and SUSIE SMELKO, his wife, the grantors herein.



POOR ORIGINAL

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Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said part ies of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, Forever.

And the said STEVEN SHELKO AND SUSIE SHELKO, his wife,

the said part ies of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said part ies of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said part ies of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
In the Presence of

John R. Bowman

Steven Shelko (SEAL)

Susie Shelko (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Certificate of Residence.

I, Agent do hereby certify that Grantee's precise residence is County Office Bldg., Ross St. Pittsburgh 19, Pa.

Witness my hand this 25th day of May 1953

Emmett Fontana
Agent

POOR ORIGINAL

Vol. 3437

Execution. The day of the date of the above Indenture of the above named

the sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

On this 24th day of May

A. D. 19 53, before me, a Notary Public in and for said County and Commonwealth, came the above named STEVEN SHELKO AND SUSIE SHELKO, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument,

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

SEAL

NOTARY PUBLIC

My Commission Expires My Commission Expires April 10, 1955

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

Recorded 25th day of May A. D. 1953

Vol. 3437 Page 242

From STEVEN SHELKO ET UX.

To ALLEGHENY COUNTY HOUSING AUTHORITY

Fees, $

MAIL TO: Allegheny County Housing Authority 201 County Office Bldg. 542 Forbes Street Pittsburgh 19, Pennsylvania

P. O. Ritz Co., Law Blank Publishers, 111 Grant St., Pgh. 19, Pa.

Commonwealth of Pennsylvania, } ss.
County of ALLEGHENY }

Recorded on this 25th day of MAY A. D. 1953, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 249

Given under my hand and the seal of the said office the day and year aforesaid.

John J. Ertler

Recorder.

POOR ORIGINAL

VOL. 5437 PAGE 245

Form No. 11 DEED To a Corporation

For Sale by F. O. Kelly Co. Law Blank Publishers 111 Grant St., Pgh. 19, Pa.

This Indenture

Made the 21st day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953)

Between STEVEN SMELKO AND SUSIE SMELKO, his wife, of the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part,

and

ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny, of the second part:

1,4

Witnesseth, That the said parties of the first part, for and in consideration of the sum of ELEVEN HUNDRED FOUR HUNDRED SIXTY (1,460.00) - - - - - - - - - - - - - - - - - Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever

All that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northeasterly line of Elm Street or Alley, 12½ feet wide, where the same is intersected by the Northwesterly line of an unnamed alley 12 feet wide; thence along said side of said unnamed alley North 39° East 565.95 feet to a point on the Southwesterly line of another unnamed alley, 12 feet wide; thence along said side of said last mentioned alley North 54° West 240.17 feet to a point on line of property now or late of F. Gray; thence along said Gray line South 39° 07' 40" West 500 feet, more or less, to a point on said Gray line; thence still along said Gray line South 41° 53' East 24.7 feet to a point; thence still along said Gray line North 48° 07' East 16 feet to a point; thence still along said Gray line South 41° 53' East 42.5 feet to a point; thence still along said Gray line South 48° 07' West 40 feet, more or less, to a point on the Northeasterly line of Elm Street or alley, aforesaid; and thence along said side of Elm Street or Alley South 41° 53' East 181 feet, more or less, to the place of beginning.

POOR ORIGINAL

Vol. 3122

TOGETHER WITH all right, title and interest of, in and to all streets, alleys and other thoroughfares located on or abutting the tract of ground conveyed by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2742, page 176, from John Smelko and Mary Smelko his wife, to Steven Smelko and Susie Smelko, his wife.

BEING part of the same premises which JOHN SMELKO AND MARY SMELKO, his wife, by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Book Volume 2742, page 176, granted and conveyed unto STEVEN SMELKO AND SUSIE SMELKO, his wife, the grantors herein.



1.4

POOR ORIGINAL

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Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said described lot or piece of ground, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And the said STEVEN SHELKO AND SUSIE SHELKO, his wife,

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

Shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
in the Presence of

John R. Bowman

Steven Shelko (SEAL)

Susie Shelko (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Certificate of Residence.

I, Agent do hereby certify that Grantee's precise residence is County Office Bldg., Room 51, Pittsburgh 19, Pa.

Witness my hand this 25th day of May 19 53

Emma Fontana
Agent

POOR ORIGINAL

7 . 3437 PAGE 249

Kentuck. The day of the date of the above indenture of the above named

the sum of

Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness }

Commonwealth of Pennsylvania, }
County of ALLEGHENY } ss.

On this 21st day of May

A. D. 19 53, before me, a Notary Public in and for said County and Commonwealth, came the above named STEVEN SHELKO AND SUSIE SHELKO, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument,

and acknowledged the foregoing indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

BEN [signature] SEAL
NOTARY PUBLIC

My Commission Expires My Commission Expires April 10, 1954

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

ISSUED Number

Recorded [illegible]

Page 242

Vol. 3432 From

STEVEN SHELKO ET UX.

To

ALLEGHENY COUNTY HOUSING AUTHORITY

Fees $

MAIL TO: Allegheny County Housing Authority 201 County Office Bldg. 542 Forbes Street Pittsburgh 19, Pennsylvania

P. O. Ruff Co-Law Blank Publishers 121 Grant St. Pgh. 19, Pa.

Commonwealth of Pennsylvania, }
County of ALLEGHENY } ss.

Recorded on this 25th day of MAY

A. D. 1953, in the Recorder's Office of the said County, in Deed Book, Vol. 3437, page 249

Given under my hand and the seal of the said office the day and year aforesaid.

John J. Ofter
Recorder.

POOR ORIGINAL

CERTIFICATE OF RESIDENCE.

I, Agent do hereby certify that grantee's precise residence is c/o Peoples First National Bank & Trust Co., 5th Ave. and Wood St., Pittsburgh, Pennsylvania.

Witness my hand this 25th day of May 1953.

Emma Fontana,
Agent.

Registered in Allegheny County, May 29, 1953.
No. 32754. Recorded May 25, 1953. Time 3:48 P. M.
Written by Antoon. Compared by Boughman & McCann

Richard L. Fitts)
To)
Greek Thompson, Et ux.)
)
)
)

DEED REGISTRAR
BLK 174-E, LOT NO. 229
MAY 26 3:15 PM 1953
CERTIFIED BY:
A. E. Prosser, Custodian

THIS INDENTURE

MADE the 14th day of May in the year of our Lord one thousand nine hundred and fifty-three (1953). BETWEEN RICHARD L. FITTS, unmarried, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, party of the first part and GREEK THOMPSON and BESSIE E. THOMPSON, his wife, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, parties of the second part:

WITNESSETH, that the said party of the first part, in consideration of ELEVEN THOUSAND EIGHT HUNDRED ($11,800.00) DOLLARS to him now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns.

ALL THAT CERTAIN LOT or piece of ground situate in the Thirteenth Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 235 in the Homewood Driving Park Plan, of record in the Office of the Recorder in and for Allegheny County in Plan Book Volume 17, Pages 48 and 49; designated as Block No. 174-E, Lot No. 229, in the Allegheny County Deed Registry Records.

HAVING erected thereon a dwelling known as and numbered 7211 Idlewild Street.

BEING the same property which Charles Clark Richmond and Dorothy A. Richmond, his wife, by their Deed dated May 6, 1953, of record in the Office of the Recorder of Deeds in and for Allegheny County in Deed Book Volume ---, Page ---, granted and conveyed unto Richard L. Fitts, the Grantor herein.

With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever, as tenants by the entireties.

And the said Richard L. Fitts, for himself, his heirs, executors and administrators covenants with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

Witness the hand and seal of the said party of the first part.

ATTEST:
E. D. Bletcher — Richard L. Fitts (Seal)

($13.20 U. S. I.R. S. CANCELLED)
($118.00 Pa. Real Estate T. T. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

On this the 14th day of May, A. D. 1953, before me, a Notary Public, --- the undersigned officer, personally appeared RICHARD L. FITTS, unmarried, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
E. D. Bletcher, Notary Public (N.P. Seal)
My Commission Expires January 7, 1955.

CERTIFICATE OF RESIDENCE.

I, Agent, do hereby certify that Grantees' precise residence is 7211 Idelwild Street, Pittsburgh 8, Pennsylvania.

Witness my hand this 25th day of May 1953.
Ruth M. Spangenberg

Registered in Allegheny County, May 29, 1953.
No. 32755. Recorded May 25, 1953. Time 3:53 P. M.
Written by Antoon. Compared by Boughman & McCann

Steven Smelko, Et ux.)
To)
Allegheny County Housing Authority)
)

THIS INDENTURE

MADE the 21st day of May in the year of our Lord, one thousand nine hundred and fifty-three (1953) BETWEEN STEVEN SMELKO AND SUSIE SMELKO his wife, of the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part, and ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized and existing under the laws of the Commonwealth of

POOR ORIGINAL

Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SIXTEEN HUNDRED FORTY ($1,640.00) Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted,bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever.

ALL that certain tract or parcel of land situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwesterly side of Morgan Street, 25 feet wide, at the point thereon where the same is intersected by the Southwesterly line of property now or late of Joseph Zvirblis et ux.; thence along said side of Morgan Street South 30° West a distance of 289.76 feet to a point on the line of property now or late of Julia Tomayko; thence along said last mentioned line North 51° West a distance of 130 feet to a point on the Southeasterly side of England Street, 30 feet wide; thence along said side of England Street North 39° East a distance of 284.52 feet to a point on line of property now or late of Joseph Zvirblis aforesaid; and thence along said last mentioned line South 54° East a distance of 100.14 feet to the place of beginning.

BEING part of the same premises which John Smelko and Mary Smelko, his wife, by deed dated August 25, 1942, and recorded August 25, 1942, in the Recorder's Office of Allegheny County in Deed Boook Volume 2742, page 176, granted and conveyed unto Steven Smelko and Susie Smelko, his wife, the grantors herein.

TOGETHER WITH all the right, title and interest of, in and to all streets, alleys and other thoroughfares located or abutting on the tract of ground conveyed by the above recited deed.

TOGETHER with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part,in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said described lot or piece of ground with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, FOREVER.

AND the said STEVEN SMELKO AND SUSIE SMELKO, his wife, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, SHALL AND WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF: Steven Smelko (Seal)
John R. Bowman Susie Smelko (Seal)

($2.20 U. S. I. R. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.
)

On this 21st day of May A. D. 1953, before me, a Notary Public in and for said County and Commonwealth, came the above named STEVEN SMELKO AND SUSIE SMELKO, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal, the day and year aforesaid.

Lois Gertrude Gelb, Notary Public (N.P. Seal)
My Commission Expires April 30, 1955.

CERTIFICATE OF RESIDENCE.

I, Agent do hereby certify that grantee's precise residence is 201 County Office Bldg., Pittsburgh, Pa.

Witness my hand this 25th day of May 1953.

M. L. McGlumphy

Registered in Allegheny County, May 28, 1953.
No. 32756. Recorded May 25, 1953. Time 3:50 P. M.
Written by Antoon. Compared by L McCann & Bongiovanni

Thomas T. Vandergrift, Et ux.)
To)
Robert A. Hasselbring, Et ux.)

THIS INDENTURE MADE the 22nd day of May in the year of our Lord, one thousand nine hundred and fifty-three BETWEEN THOMAS T. VANDERGRIFT and IRMA N. VANDERGRIFT, his wife, of the Borough of Pleasant Hills, County of Allegheny and Commonwealth of

POOR ORIGINAL

AND the said parties of the first part for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hands and seals of the said parties of the first part.

ATTEST: Walter H. Rieman (Seal)

David A. Hunter Mary C. Rieman (Seal)

($11.00 U. S. I. R. S. CANCELLED)
($100.00 PA. REAL EST. T. T. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

On this the 22nd day of June, A. D. 1953, before me the undersigned officer, personally appeared WALTER H. RIEMAN and MARY C. RIEMAN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Grace M. Pollo, Notary Public (N. P. Seal)
My Commission Expires Jan. 7, 1955.

CERTIFICATE OF RESIDENCE

I, David A. Hunter, Attorney do hereby certify that grantees' precise residence is 1517 Fallowfield Avenue, Pittsburgh 16, Pa.

WITNESS my hand this 22nd day of June 1953.

David A. Hunter
Attorney

Registered in Allegheny Co. June 25, 1953
No. 39407 Recorded June 22, 1953 Time 3:12 P. M.
Written by Bailey Compared by Pelura & Peck

County of Allegheny, Et Al)
To)
Allegheny County Housing)
Authority)

THIS INDENTURE

MADE this 4th. day of June, One Thousand Nine Hundred and Fifty-three (1953) Between COUNTY OF ALLEGHENY, TOWNSHIP OF SOUTH FAYETTE and THE SCHOOL DISTRICT OF SOUTH FAYETTE TOWNSHIP, political sub-divisions of the Commonwealth of Pennsylvania, parties of the first part, and ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and public under the laws of the Commonwealth of Pennsylvania, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE THOUSAND and no/100 ($1,000.00) DOLLARS, 23.73% to the County of Allegheny 24.38% to the Township of South Fayette and 51.89% to the School District of South Fayette Township, to them in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns:

ALL that certain lot or piece of land situate in the Township of South Fayette, Allegheny County, Pennsylvania, being Lot No. 2 in an unrecorded plan of lots of William England and bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of a public road known as Morgan Street at the Southwesterly corner of Lot No. 1 in said plan being the property now or formerly of M. Volovich; thence along the dividing line between Lots Nos. 1 and 2 Northwestwardly One Hundred and 1/10 (100.1) feet to a point on the line of a Thirty (30) foot street; thence along the side of said street Westwardly Fifty-seven and 2/10 (57.2) feet, more or less to a point on line of Lot No. 3 now or formerly of M. Aponas; thence Southeastwardly by line of said Lot No.3 One Hundred (100) feet to the Northerly side of Morgan Street aforesaid; and thence by the same North 39° East Sixty-two and 7/10 (62.7) feet to the place of beginning.

HAVING erected thereon a two story frame house.

EXCEPTING and RESERVING the coal and mining rights incident thereto as have heretofore been excepted, reserved or conveyed by instruments of record.

TOGETHER with all right, title and interest of the grantors herein in and to all streets, ways or alleys abutting on the premises herein described.

BEING the same property conveyed to the School District of the Township of South Fayette, the Township of South Fayette, and the County of Allegheny by Walter C. Monaghan, Sheriff, by Leonard H. McMillen, Chief Deputy, by deed dated January 20, 1951, and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 2653, Page 236.

SAID deed being executed pursuant to proceedings in the Court of Common Pleas of Allegheny County at Lev. Fa. No. 232, January Term, 1951.

THIS deed is made and executed pursuant to a resolution of the Board of County Commissioners of Allegheny County at a regular meeting on May 28, 1953; by the Township of South Fayette by resolution approved March 5, 1953; and by the School District of South Fayette Township by resolution approved at a regular meeting of the School Board on March 10, 1953.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have caused this Indenture to be executed; THE COUNTY OF ALLEGHENY under the hand of its County

POOR ORIGINAL

Commissioners, attested by its Chief Clerk and under its Corporate Seal; THE TOWNSHIP OF SOUTH FAYETTE under the hand of the President of the Board of Township Commissioners, attested by its Secretary and under its Corporate Seal; and by the SCHOOL DISTRICT OF SOUTH FAYETTE TOWNSHIP under the hand of the President of the School Board, attested by the Secretary and under its Corporate Seal.

ATTEST:
M. W. Snyder
Chief Clerk

COUNTY OF ALLEGHENY (CORP. SEAL)
By Jno. J. Kane
Harry W. Fowler
John M. Walker
County Commissioners

ATTEST:
Alphonse Iagnemma
Secretary

TOWNSHIP OF SOUTH FAYETTE (CORP. SEAL)
By Leroy Bushmire
Pres. of Board of Township
Commissioners

ATTEST:
John Townsend,
Secretary

SCHOOL DISTRICT OF THE TOWNSHIP
OF SOUTH FAYETTE (CORP. SEAL)
John Crambel
President School Board.

APPROVED AS TO FORM:
WCD Nathaniel K. Beck
County Solicitor
John R. Bowman
Township Solicitor
John R. Bowman
School Solicitor

($1.10 U. S. I. R. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
) On this 17th day of June, 1953, before me, the undersigned authority, a Notary Public in and for said Commonwealth and County, came JOHN J. KANE, and Harry W. Fowler and John M. Walker, being a majority of the fully and lawfully elected County Commissioners of the said County of Allegheny, and acknowledged the foregoing Deed to be their act and deed and the act and deed of the County of Allegheny, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.
John O. Rainey, Notary Public (N. P. Seal)
101 Court House, Pgh,. Pa.
My Commission Expires April 27, 1957.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
) On this 4th day of June, 1953, before me, the subscriber, personally appeared ALPHONE IAGNEMMA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the Township of South Fayette duly affixed thereto; and that the seal so affixed thereto is the common and corporate seal of the said Corporation; that said Indenture was duly sealed and delivered by ALPHONE IAGNEMMA, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of Leroy Bushmire as President of the Board of Township Commissioners of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

SWORN to and subscribed
before me the day and year aforesaid.
Lois Gertrude Geib, Notary Public (N. P. Seal)
My Commission Expires April 30, 1955.

Alphonse Iagnemma

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
) On this 4th day of June, 1953, before me, the subscriber, personally appeared JOHN TOWNSEND, who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the said School District of the Township of South Fayette duly affixed thereto; that the seal so affixed thereto is the common and corporate seal of the said Corporation; that said Indenture was duly sealed and delivered by JOHN TOWNSEND, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of John Crambel as President of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery are of their and each of their respective handwritings.

SWORN to and subscribed before
me, the day and year aforesaid.
Lois Gertrude Geib, Notary Public (N. P. Seal)
My Commission Expires April 30, 1955.

John Townsend
Secy.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee is 201 County Office Bldg., Ross St., Pgh. 19, Pa.

Emma Fontana, Agent

POOR ORIGINAL

Registered in Allegheny Co. June 25, 1953
No. 39408 Recorded June 22, 1953 Time 2:55 P. M.
Written by Bailey Compared by Book & Dated

Carl J. Volkwein, Et Ux
To
Carl J. Volkwein, Jr. Et Ux

THIS INDENTURE MADE the 28th day of April in the year of our Lord, one thousand nine hundred and fifty-three (1953) Between CARL J. VOLKWEIN and RHODA P. VOLKWEIN, his wife, of the City of Pittsburgh, County of Allegheny and State of Pennsylvania, parties of the first part and CARL J. VOLKWEIN, JR. and E. ISABEL VOLKWEIN, his wife, of the Borough of Bellevue, County of Allegheny and State of Pennsylvania, Son of the above named parties of the First Part, parties of the second part;

WITNESSETH, that the said parties of the first part, in consideration of One ($1.00) Dollar and natural love and affection to them now paid by the said parties of the second part, do grant, bargain sell and convey unto the said parties of the second part, their heirs and assigns,

ALL that certain lot or piece of ground situate in the Township of Ross, County of Allegheny and State of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the southerly line of Bellevue Road (formerly Jacks Run Road) which point is North 65° 45' East a distance of Three hundred twelve and 22/100 (312.22) feet from the line of land now or formerly of William Croneweth, thence along the southerly line of said Bellevue Road bearing North 65° 45' East a distance of Sixty (60) feet to a point; thence South 24° 15' East a distance of One hundred twenty-nine and 87/100 (129.87) feet to a point in the center line of A Fifteen (15) foot Alley of which this lot has the privilege in common with the grantors, their prior and subsequent vendees of lots fronting on said Alley; thence by the center line of the aforementioned Fifteen (15) foot Alley South 57° 09' West a distance of Sixty and 60/100 (60.68) feet to a point at line of lands now or late of E. Hamilton et ux; thence along line of lands now or late of E. Hamilton et ux, North 24° 15' West a distance of One hundred thirty-eight and 95/100 (138.95) feet to the southerly line of said Bellevue Road, the point at the place of beginning.

BEING the same property which Laura Redenbach, Widow, by her deed dated December 27, 1940 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 2872 Page 184, granted and conveyed unto Carl J. Volkwein and Rhoda P. Volkwein, his wife.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever.

AND the said parties of the first part for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hands and seals of the said parties of the first part.

ATTEST:
Raymond E. Switzer

Carl J. Volkwein (Seal)
Rhoda P. Volkwein (Seal)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this the 28th day of April, A. D. 1953 before me RAYMOND E. SWITZER, Notary Public the undersigned officer, personally appeared CARL J. VOLKWEIN and RHODA P. VOLKWEIN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Raymond E. Switzer, Notary Public (N. P. Seal)
My Commission Expires January 7, 1955.

CERTIFICATE OF RESIDENCE

I, -- do hereby certify that - precise residence is Bellevue Road, Ross Twp., Alleg. Co. Penna.

WITNESS my hand this 1st day of May 1953.

William D. Henning

Registered in Allegheny Co. Aug. 11, 1953
No. 50668 Recorded Aug. 7, 1953 Time 2:27 P. M.
Written by Bailey Compared by Strang & John

City of Pittsburgh
To
Hazelwood Lodge 486 of the Loyal Order of Moose

DEED REGISTRAR
BLK. 56 B
LOT NO. 222
JUNE 5 11:39 A. M. 1953
CERTIFIED BY:
A. E. PROSSER, CUSTODIAN

THIS INDENTURE MADE the 4th day of AUGUST, 1953, between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, Grantor, and HAZELWOOD LODGE, 486 of the Loyal Order of Moose, a fraternal organization of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, Grantee;

POOR ORIGINAL

($2.75 U. S. I. R. S. CANCELLED)
($25.00 PA. REAL EST. T. T. S. CANCELLED)
($18.75 O'HARA TWP D. T. T. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF ALLEGHENY) SS:
) On this the 3rd day of June, A. D. 1953, before me, Desanka T. Mamula, the undersigned officer, personally appeared J. KOPS, unmarried, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Desanka T. Mamula, Notary Public (N. P. Seal)
My commission expires February 2, 1957

CERTIFICATE OF RESIDENCE

I, agent do hereby certify that grantees' precise residence is 4829 Plum Way, Pittsburgh 1, Pa.

WITNESS my hand this 8th day of June 1953.

Rita McColligan
Agent

Registered in Alleg. Co. June 11, 1953.
No. 36200. Recorded June 8, 1953. Time 3:12 P. M.
Written by Breeding. Compared by Clyde & Hunter

Clyde B. King Et Ux)
To)
ALLEGHENY COUNTY HOUSING)
AUTHORITY)

THIS INDENTURE

MADE the 8th day of June in the year of our Lord, one thousand nine hundred and fifty-three (1953). BETWEEN CLYDE B. KING and CATHERINE M. KING, his wife, of South Fayette Township, Allegheny County, Pennsylvania, parties of the first part, AND ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the County of Allegheny, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED ($5,700.00) Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever.

ALL that certain lot or piece of ground situate in South Fayette Township, Allegheny County, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southerly line of property now or late of S. Vidunovich, formerly Hugh Morgan, where the same is intersected by the Westerly line of property now or late of Pete Quarture; thence from said place of beginning and along the Westerly line of Pete Quarture, and property now or late of Sylvester Selva South 7° 45' West 264 feet to a point; thence still along the Westerly line of Sylvester Selva, and the Southwesterly projection thereof South 7° West 136 feet to a point in Morgan Street 25 feet wide; thence North 54° West, and in part along the Northeasterly line of an alley 12 feet wide, 495 feet to a point on the line of property now or late of F. Gray; thence along said last mentioned line, and the line of property now or late of F. J. Shaffer, North 39° 30' East 289.70 feet to a point on the line of property now or late of S. Vidunovich aforesaid; thence along said last mentioned line South 38° 49' 50" East 75.02 feet and South 73° East 303.60 feet to the place of beginning. Having erected thereon a 2-story frame dwelling and garage. BEING the same premises which Adam Sloria, Jr. and Mary Ann Sloria, his wife, by their Deed dated Oct 31, 1951, recorded Nov. 5, 1951, in the Recorder's Office of said County in Deed Book 3165 page 22, conveyed to Clyde B. King and Catherine M. King, his wife, parties of the first part hereto.

TOGETHER WITH all right, title and interest of, in and to all streets, roads and alleys and other thoroughfares abutting or otherwise appurtenant to the above described premises. TOGETHER with all and singular, the buildings, improvements, ways, waters, water courses, right, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity, or otherwise, howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said described lot or piece of ground, with buildings, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, FOREVER.

AND the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will Warrant and Forever Defend.

POOR ORIGINAL

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and Delivered in the Presence of
Myron D. Leff
Clyde B. King

Clyde B. King (Seal)
Catherine M. King (Seal)

($6.60 U. S. I. R. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF ALLEGHENY) ss.
)

On this 8th day of June A. D. 1953, before me, a Notary Public in and for said County and State, came the above named CLYDE B. KING and CATHERINE M. KING, his wife, and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal, the day and year aforesaid.

Adeline B. MacClaren, Notary Public (N. P. Seal)
My commission expires December 11, 1955

CERTIFICATE OF RESIDENCE.

I, Agent do hereby certify that grantee's precise residence is 201 County Office Bldg., Ross Street, Pgh. 19, Pa.

WITNESS my hand this 8th day of June, 1953.

Emma Fontana
Agent

Registered in Alleg. Co. June 11, 1953.
No. 36201. Recorded June 8, 1953. Time 3:31 P. M.
Written by Breeding. Compared by Hyde & Turner

Isabel A. Cummings)
To)
FRANK W. SCHWARTZ ET UX)

THIS INDENTURE MADE the 8th day of June in the year of our Lord, one thousand nine hundred and fifty-three (1953), BETWEEN ISABEL A. CUMMINGS, Widow, of the Township of Ross, County of Allegheny and Commonwealth of Pennsylvania, party of the first part and FRANK W. SCHWARTZ and DORIS JANE SCHWARTZ, his wife, of the Township of Ross, County of Allegheny and Commonwealth of Pennsylvania, parties of the second part:

WITNESSETH, that the said party of the first part, in consideration of SIX HUNDRED and NO/100 ($600.00) DOLLARS to her now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

ALL that certain lot or piece of ground situate in the Township of Ross, County of Allegheny and Commonwealth of Pennsylvania, being part of Block "C" in the Plan of Lots laid out by Casper, Ellis and Watson A. Reel in the Recorder's Office of Allegheny County in Plan Book Volume 28, page 139, bounded and described as follows, to-wit:

BEGINNING on the Westerly side of Cornell Avenue Extension at a point South 14° East, a distance of Three hundred forty and fifty hundredths (340.50) feet from an unnamed Twenty (20) foot Alley shown in said Plan; thence extending along the Westerly side of said Cornell Avenue Extension South 14° East, a distance of Forty (40) feet to a point; thence South 78° West a distance of One hundred sixty three and sixty-one hundredths (163.61) feet to the Easterly line of Birch Alley; thence along the said line of Birch Alley North 22° 03' West, a distance of Forty and forty hundredths (40.40) feet to a point; and thence North 78° East, a distance of One hundred sixty nine and twenty-seven hundredths (169.27) feet to the point on the Westerly side of Cornell Avenue Extension, the place of beginning.

BEING part of the property conveyed by Thelma McCandless, unmarried, to Thompson Cummings and Isabel A. Cummings, his wife, on May 1, 1938, as recorded in the Recorder's Office of Allegheny County, aforesaid, in Deed Book Volume 2602, page 629. The said Thompson Cummings died December 22, 1944, leaving the grantor, Isabel A. Cummings, the surviving tenant by the entireties.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever.

AND the said party of the first part for herself, her heirs, executors and administrators covenants with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hand and seal of the said party of the first part.

ATTEST:
Agnes Lubbers

Isabel A. Cummings (Seal)

($1.10 U. S. I. R. S. CANCELLED)
($5.00 PA. REAL EST. T. T. S. CANCELLED)
($3.00 ROSS TWP. S. D. D. T. T. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF ALLEGHENY) ss:
)

On this the 8th day of June, A. D. 1953, before me Agnes Lubbers the undersigned officer, personally appeared ISABEL A. CUMMINGS, Widow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Agnes Lubbers, Notary Public (N. P. Seal)
My commission expires April 12, 1955

POOR ORIGINAL

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
John P. Sheran, Notary Public (N. P. Seal)
My Commission Expires January 7, 1955.

CERTIFICATE AS TO RESIDENCE

THE undersigned hereby certifies that the precise residence of the grantee herein named is/are as follows, c/o East End Federal Savings & Loan Ass'n, 509 Peoples East End Building, Pittsburgh 6, Pa.

Phyllis Schleicher

Registered in Alleg. Co. Aug. 13, 1953
No. 50709 Recorded Aug. 7, 1953 Time 2:47 P. M.
Written by Risch. Compared by Flanagan Miller

Frank Bregon, Et Ux)
To)
Allegheny County Housing Authority)

THIS INDENTURE MADE the 5 day of August in the year of our Lord one thousand nine hundred and fifty-three (1953) BETWEEN FRANK BREGON and MARCELLA BREGON, his wife, of Morgan; in the County of Allegheny and Commonwealth of Pennsylvania, parties of the first part, and ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic organized, and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh, County of Allegheny, -- of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of FIVE HUNDRED FORTY ($540.00) Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever,

ALL that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being lot No. 22 in J. W. Kirby's unrecorded plan of lots, and being more particularly bounded and described as follows:

BEGINNING at the Northeasterly corner of England Street and a 12 foot wide alley in said plan; thence along the Northerly side of England Street North 39° East 65 feet to a point; thence North 54° West 100 feet to line of a 12 foot wide alley; thence along the Southerly side of said alley South 39° West 48.95 feet to the Easterly side of a 12 foot wide alley first hereinbefore mentioned; and thence by the Easterly line of said last mentioned alley South 41° 53' East 101.28 feet to the Northerly side of England Street, at the place of beginning.

BEING part of the same premises which CHARLES SEKEL and ELIZABETH SEKEL, his wife, by deed dated December 1, 1941 and recorded December 3, 1941 in the Recorder's Office of Allegheny County in Deed Book Volume 2707, page 679, granted and conveyed unto FRANK BREGON AND MARCELLA BREGON, his wife, the grantors herein.

TOGETHER WITH all right, title and interest in and to those portions of England Street and the two unnamed alleys, as set forth in the above description, abutting the premises above principally described.

TOGETHER with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said described lot or piece of ground, with the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, FOREVER.

AND the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular, the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, SHALL AND WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part, have to these presents set their hands and seals. Dated the day and year first above written.

SEALED and Delivered in the Presence of; Frank Bregon (Seal)
Wilmer G. Engel Marcella Bregon (Seal)

($1.10 U. S. I. R. S. Cancelled

RECEIVED the day of the date of the above Indenture of the above named ALLEGHENY COUNTY HOUSING AUTHORITY the sum of FIVE HUNDRED FORTY ($540.00) Dollars, lawful money of the United States, being the consideration money above mentioned in full.

WITNESS:

POOR ORIGINAL

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) -- ON this, the 5 day of August, 1953, before me, a Notary Public the undersigned officer, personally appeared, FRANK BREGON AND MARCELLA BREGON, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Wilmer G. Engel, Notary Public (N. P. Seal)
My Commission Expires January 31, 1957

CERTIFICATE OF RESIDENCE

I, Agent do hereby certify that Grantee's precise residence is 201 County Office Building, Pittsburgh, (19), Pennsylvania.

WITNESS my hand this 7th day of August, 1953.

H. L. McGlumphy

Registered in Alleg. Co. Aug. 13, 1953
No. 50710 Recorded Aug. 7, 1953 Time 2:45 P. M.
Written by Risch. Compared by

Adelbert W. Kopfstein, Et Ux, Et Al)
To)
Charles Spokane, Et Ux)

THIS INDENTURE MADE the 6th day of August in the year of our Lord, one thousand nine hundred and fifty-three (1953).

BETWEEN ADELBERT W. KOPFSTEIN and MARTHA B. KOPFSTEIN, his wife, and HELEN M. KOPFSTEIN, Single, of the Township of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part and CHARLES SPOKANE and CLEM MEDANYER SPOKANE his wife, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, as tenants by the entirety with right of survivorship, parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of TWENTY-EIGHT THOUSAND AND 00/100 ($28,000.00) DOLLARS to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

ALL that certain lot or piece of ground situate in the Township of Mt. Lebanon, County of Allegheny and State of Pennsylvania, being Lot No. 15 in the Parkview Manor Plan of Lots, recorded in the Recorder's Office of Allegheny County, in Plan Book Volume 45, pages 62 and 63 bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of Theodan Drive and at the dividing line between Lots Nos. 15 and 16 as shown on said plan; thence along said dividing line North 29° 49' West, fifty-five (55) feet to a point on the dividing line between Lots Nos. 14 and 15 in said plan; thence along said dividing line South 60° 11' West, One Hundred ten (110) feet to the Northeasterly side of Helen Drive; thence along said side of Helen Drive South 29° 49' East, Twenty-four and 45/100 (24.45) feet to a point; thence still continuing along said Helen Drive; by the arc of a circle curving to the left having a radius of 425 feet an arc distance of Eleven and 85/100 (11.85) feet; thence still continuing along said Helen Drive by the arc of a circle curving to the left having a radius of 20 feet an arc distance of Thirty-one and 02/100 (31.02) feet to the Northerly side of Theodan Drive; thence along said Theodan Drive North 59° 43' East, Eighty-nine and 71/100 (89.71) feet to a point at the place of BEGINNING.

HAVING erected thereon a one and one-half (1½) story brick and frame dwelling with integral garage.

SUBJECT to coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed or reserved and also subject to building lines as shown on said plan.

BEING the same property which Theodore Dangelico and Helen Dangelico, his wife, by their deed dated January 8, 1952, and recorded in the Recorder's Office of Allegheny County in Deed Book Vol. 3159, page 563, granted and conveyed unto Adelbert W. Kopfstein and Martha B. Kopfstein, his wife, and Helen M. Kopfstein, single, the Grantors herein.

WITH the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever,

AND the said parties of the first part, for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hand and seal of the said parties of the first part.

ATTEST:
John G. Saul

Martha B. Kopfstein (Seal)
Adelbert W. Kopfstein (Seal)
Helen M. Kopfstein (Seal)

($30.80 U. S. I. R. S. Cancelled)
($280.00 Pa. Real Estate T. T. S. Cancelled)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.
)

ON this the 6th day of August A. D. 1953, before me a Notary Public the undersigned officer, personally appeared ADELBERT W. KOPFSTEIN and MARTHA B. KOPFSTEIN, his wife, and HELEN M. KOPFSTEIN, single, known to me (or satisfactorily proven) to be the persons whose names -- subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

John G. Saul, Notary Public (N. P. Seal)
My Commission Expires March 31, 1955

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of Pittsburgh, County of Allegheny and State of Pennsylvania, being Lot numbered 563 in the Keystone Plan surveyed for the Pittsburgh Realty Company as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 18, pages 182 and 183, having a frontage of thirty (30) feet on the northeasterly side of Allendale Street and a depth of one hundred (100) feet to an alley.

BEING known and designated as Block 42-J, Lot 173 in the Deed Registry Office of Allegheny County, Pennsylvania.

HAVING erected thereon a two and one-half story brick veneer dwelling with double sheet metal garage, known and numbered as 3244 Allendale Street.

BEING the same property which Robert W. Hammon and E. Louise Hammond, his wife, by their deed dated September 24, 1924 and recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania, in Deed Book Volume 2202, page 626, granted and conveyed to Joseph Durbin Ayers and Emma Lena Ayers, his wife. The said Emma Lena Ayers died December 29, 1929, whereupon title to the aforesaid property vested in Joseph Durbin Ayers by right of survivorship.

JOSEPH DURBIN AYERS died testate on April 10, 1954, having first made his Last Will and Testament, duly admitted to probate in the Register of Wills Office of Allegheny County, Pennsylvania, in Will Book Volume - page - . The fifth paragraph of said Last Will and Testament provides as follows:

"FIFTH: In order to carry out the provisions of my Will, I hereby direct my Executor, hereinafter named, to sell at private sale all real estate I may own at the time of my decease as soon after my death as conveniently possible."

Verden Ayers was granted Letters Testamentary in said estate at No. 2459 of 1954.

SUBJECT to easements and rights of way of record in prior deeds.

WITH THE APPURTENANCES:

TO HAVE AND TO HOLD the same unto, and for the use of the said party of the second part, his heirs heirs and assigns, forever,

AND the said Verden Ayers, Executor under the Last Will and Testament of Joseph Durbin Ayers, deceased, for himself, his successors and assigns, covenants with the said party of the second part, his heirs and assigns against all lawful claimants, by, from, through, or under him, the same and every part thereof to Warrant and Defend.

WITNESS the hand and seal of the said party of the first part.

ATTEST:
William F. Donatelli

Verden Ayers (Seal)
Executor under the Last Will and
Testament of Joseph Durbin Ayers

($14.30 U. S. I. R. S. CANCELLED)
($130.00 Pa. Real Estate Transfer
Tax Stamps Cancelled)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS:
)

On this the 4th day of August, A. D. 1954, before me a Notary Public, the undersigned officer, personally appeared Verden Ayers, Executor under the Last Will and Testament of Joseph Durbin Ayers, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

William F. Donatelli, Notary Public (N.P.Seal)
My Commission Expires April 26, 1957

CERTIFICATE AS TO RESIDENCE

The undersigned hereby certifies that the precise residence of the grantee herein named is/are as follows: 3244 Allendale Street, Pittsburgh 1, Penna.

By William F. Donatelli

Registered in Allegheny Co. Nov. 12th, 1954
No. 68797 Recorded Nov. 9th, 1954 Time 2:50 P.M.
Written by Conway Compared by Peters & Rock

. . . . . .

County of Allegheny, Et Al)
To)
Allegheny Co. Housing Authority)

THIS INDENTURE
MADE this 17th day of September, One Thousand Nine Hundred and Fifty-four (1954).
BETWEEN COUNTY OF ALLEGHENY, TOWNSHIP OF SOUTH FAYETTE and THE SCHOOL DISTRICT OF SOUTH FAYETTE TOWNSHIP, political subdivisions of the Commonwealth of Pennsylvania, parties of the first part, and ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of SIX HUNDRED EIGHT and 49/100 ($608.49) DOLLARS, 27.06% to the County of Allegheny, 19.34% to the Township of South Fayette and 53.60 % to the School District of South Fayette Township, to them in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its heirs and assigns:

ALL that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Northwesterly side of Morgan Street as laid out in an unrecorded Plan of William England at a point distant South 39° West, One Hundred Twenty-two and 7/10 (122.7) feet from the Southerly side of a Twelve (12) foot alley and at the

POOR ORIGINAL

Southwest corner of land now or formerly of Peter Yonkowski; thence along the Northwesterly side of Morgan Street, South 39° West, Fifty (50) feet to a point; thence at right angles to Morgan Street, North 54° West, One Hundred and 14/100 (100.14) feet to the Southeasterly side of England Street; and thence along the Southeasterly side of England Street, North 39° East, Fifty (50) feet to line of land now or late of Peter Yonkowski aforesaid; thence by said Yonkowski land, Southeastwardly One Hundred and 14/100 (100.14) feet to the Northwesterly side of Morgan Street at the place of beginning.

EXCEPTING and RESERVING the coal and mining rights as heretofore conveyed.

BEING the same property conveyed to the School District of the Township of South Fayette, the Township of South Fayette, and the County of Allegheny by Thomas E. Whitton, Sheriff, by Leonard H. McMillen, Real Estate Deputy, by deed dated April 25, 1953, and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 3274, page 297.

SAID deed being executed pursuant to proceedings in the Court of Common Pleas of Allegheny County at Lev. Fa. No. 402, April Term, 1953.

THIS deed is made and executed pursuant to a resolution of the Board of County Commissioners of Allegheny County at a regular meeting on June 29, 1954; by the Township of South Fayette by resolution approved August 5, 1954; and by the School District of South Fayette Township by resolution approved at a regular meeting of the School Board on July 12, 1954.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have caused this Indenture to be executed: THE COUNTY OF ALLEGHENY under the hand of its County Commissioners, attested by its Chief Clerk and under its corporate seal; THE TOWNSHIP OF SOUTH FAYETTE under the hand of the President of the Board of Township Commissioners, attested by its Secretary and under its corporate seal; and by the SCHOOL DISTRICT OF SOUTH FAYETTE TOWNSHIP under the hand of the President of the School Board, attested by the Secretary and under its corporate seal.

ATTEST:
R. W. Snyder
Chief Clerk

COUNTY OF ALLEGHENY (Corp. Seal)
By Jno. J. Kane
Harry W. Fowler
John H. Walker
County Commissioners

ATTEST:
Alphonse Iagnemma
Sec.

TOWNSHIP OF SOUTH FAYETTE (Corp. Seal)
By Leroy Bushmire
Pres. of Board of Township Commissioners

ATTEST:
John Townsend, Secy.

SCHOOL DISTRICT OF THE TOWNSHIP OF SOUTH FAYETTE (Corp. Seal)

By John Crambel
President, School Board

APPROVED AS TO FORM:
W.C.D. Nathaniel K. Beck
County Solicitor
John R. Bowman
Township Solicitor
John R. Bowman
School Solicitor

($1.10 U. S. I. R. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS:
)

On this 28th day of October, 1954, before me, the undersigned authority, a Notary Public in and for said Commonwealth and County, came JOHN J. KANE and Harry W. Fowler and John H. Walker, being a majority of the fully and lawfully elected County Commissioners of said County of Allegheny and acknowledged the foregoing Deed to be their act and deed and the act and deed of the County of Allegheny, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

John G. Rainey, Notary Public (N.P.Seal)
101 Court House, Pgh. Pa.
My Commission Expires April 27, 1957

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS:
)

On this 17th day of September, 1954, before me, the subscriber, personally appeared ALPHONSE IAGNEMMA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the Township of South Fayette duly affixed thereto; and that the seal so affixed thereto is the common and corporate seal of the said Corporation; that said Indenture was duly sealed and delivered by ALPHONSE IAGNEMMA, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary, and of Leroy Bushmire as President of the Board of Township Commissioners of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are of their and each of

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their respective handwritings.
Sworn to and subscribed before me the day and year aforesaid.
Lois Gertrude Geib, Notary Public (N.P.Seal)
My Commission Expires April 30, 1955

Alphonse Zagnemma

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS:
)

On this 17th day of September, 1954 before me, the subscriber, personally appeared JOHN TOWNSEND who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the said School District of the Township of South Fayette duly affixed thereto; that the seal so affixed thereto is the common and corporate seal of the said Corporation; that said Indenture was duly sealed and delivered by JOHN TOWNSEND, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned and that the names of this deponent as Secretary and of John Crombel as President of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery are of their and each of their respective handwritings.

Sworn to and subscribed before me the day and year aforesaid
Lois Gertrude Geib, Notary Public (N.P.Seal)
My Commission Expires April 30, 1955

John Townsend
Secretary

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee is County Office Building, Pittsburgh 19, Pennsylvania.

H. L. McGlumphy
Agent

Registered in Allegheny Co. Nov. 15th, 1954
No. 68798 Recorded Nov. 9th, 1954 Time 2:52 P.M.
Written by Conway Compared by Cook & Peters

* *

Pennsylvania Salt Mfg. Co.)
To)
James E. Hemphill, Et Al)
)

RELEASE

THIS RELEASE made the seventh day of July, 1954, by the Pennsylvania Salt Manufacturing Company, a corporation of the Commonwealth of Pennsylvania, having its principal office in Philadelphia, Pennsylvania, party of the first part, to James E. Hemphill, of Buffalo Township, Butler County, Pennsylvania, and Lyle S. Hemphill, of West Deer Township, Allegheny County, Pennsylvania, parties of the second part:

WHEREAS, the party of the first part is the owner of certain coal and mining rights in and under the farm in Fawn Township, Allegheny County, Pennsylvania, deeded to it by William J. Nesbit and Agnes Bell Nesbit, his wife, as more particularly set forth in a deed to said corporation of record in Deed Book, Vol. 1195, page 571; and

WHEREAS, James E. and Lyle S. Hemphill, the present owners of the overlying estate within the tract of land described in the deed of record aforesaid, have requested the Pennsylvania Salt Manufacturing Company to release the premises hereinafter described from the rights now vested in the said Pennsylvania Salt Manufacturing Company under the provisions of said deed;

NOW THEREFORE KNOW YE that the said Pennsylvania Salt Manufacturing Company as well in consideration of the premises as of the sum of One ($1.00) Dollar lawful money to it in hand paid by the said James E. and Lyle S. Hemphill, at the time of execution hereof, the receipt whereof is hereby acknowledged, has released and by these presents does hereby, upon their acknowledgment, release unto the said James E. and Lyle S. Hemphill, their heirs and assigns, all its rights under the provisions of the deed of record in the Recordor's Office of Allegheny County, Pennsylvania, in Deed Book, Vol. 1195, page 571, as applying to the erection of buildings, structures, as well as the construction of roads and railroads on the surface, and all other rights to enter upon and use the surface of said tract, except the right therein conferred which is still held by the party of the first part to sink through the surface such shaft or shafts as it may desire, together also with a right of way over the surface for ingress and egress to and from the said shaft or shafts and any house or structures erected in connection with such shaft or shafts. It is agreed, however, that no such shaft or shafts shall be erected within eighty (80) feet of any dwelling house erected on said farm.

THE tract of land recorded in Deed Book, Vol. 1195, page 571, is described as follows:

"BEGINNING at a post on lands of Joshua T. Bartholick; thence by lands of said Bartholick and John S. Coe South one (1) degree East, one hundred and eleven and four tenths (111.4) perches to a post; thence by lands of Samuel Wolf North eighty-nine (89) degrees East fourteen (14) perches to a White Oak; thence by lands of said Wolf North forty-one (41°) degrees East twelve and eight tenth (12.8) perches to a post; thence by lands of said Wolf North thirty six (36) degrees East six (6) perches to a post near a hickory; thence North eighty-nine (89°) degrees East eighteen (18) perches to a post; thence by lands now or formerly of Daniel Huey North thirty-three (33°) degrees East One hundred and seventeen (117) perches to a post; thence by lands of Joseph Huey South eighty-nine (89°) degrees West One hundred and eleven (111) perches to the post at the place of beginning. The same containing Fifty (50) Acres and eighty-four (84) perches.

RESERVING hereout and herefrom all coal and mining rights and reaffirming the

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CERTIFICATE OF RESIDENCE.

I, do hereby certify that Grantees precise residence is 311 5th Ave. Carnegie, Pa.
WITNESS my hand this 5th day of November 1954.

Warren T. Smith
Secretary

Registered in Allegheny Co. November 12, 1954.
No. 68543. Recorded November 8, 1954. Time 3:41 P.M.
Written by KUZO. Compared by Hong & Jordan

* * * \

($1.10 U. S. I. R. S. Cancelled)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS.
)

On this 28th day of October, 1954, before me, the undersigned authority, a Notary Public in and for said Commonwealth and County, came JOHN J. KANE and Harry W. Fowler and John M. Walker, being a majority of the fully and lawfully elected County Commissioners of said County of Allegheny, and acknowledged the foregoing Deed to be their act and deed and the act and deed of the County of Allegheny, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.
John G. Rainey, Notary Public. (N. P. Seal)
101 Court House, Pgh. Pa.
My commission expires April 27, 1957

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS.
)

On this 17th day of September, 1954, before me, the subscriber, personally appeared ALPHONSE IAGNEMMA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the Township of South Fayette duly affixed thereto; and that the seal so affixed thereto is the common and corporate seal of the said Corporation, that said Inderture was duly sealed and delivered by ALPHONSE IAGNEMMA, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary, and of Leroy Bushmire as President of the Board of Township Commissioners of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

SWORN TO and subscribed before me the day and year aforesaid.
Lois Gertrude Geib, Notary Public. (N. P. Seal)
My commission expires April 30, 1955

Alphonse Iagnemma

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS.
)

On this 17th day of September, 1954, before me, the subscriber, personally appeared JOHN TOWNSEND, who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common and corporate seal of the said School District of the Township of South Fayette duly affixed thereto; that the seal so affixed thereto is the common and corporate seal of the said Corporation; that said Indenture was duly sealed and delivered by JOHN TOWNSEND, Secretary of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned and that the names of this deponent as Secretary and of John Czambel as President of said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery are of their and each of their respective handwritings.

SWORN to and subscribed before me the day and year aforesaid.
Lois Gertrude Geib, Notary Public. (N. P. Seal)
My commission expires April 30, 1955.

John Townsend
Secretary

CERTIFICATE OF RESIDENCE.

I hereby certify that the precise residence of the Grantee is County Office Building, Pittsburgh 19, Pennsylvania.

G. Opfermann, agent

Registered in Allegheny Co. November 12, 1954.
No. 68551. Recorded November 8, 1954. Time 3:47 P.M.
Written by KUZO. Compared by Josiah & Tracy

John J. Weir et al, Co-Partners, et al)
to)
Meric H. Boff et ux)

THIS INDENTURE MADE the first day of November in the year of our Lord, one thousand nine hundred and fifty-four (1954) BETWEEN JOHN J. WEIR and C. MELVIN WOLFE, JR., Co-Partners; and JOHN J. WEIR and PAULINE W. WEIR, his wife, and C. MELVIN WOLFE, JR., Single, individually, of the Borough of Baldwin, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part and MERIC H. BOFF and ELIZABETH G. BOFF, his wife, of the Borough of Baldwin, County of Allegheny and Commonwealth of Pennsylvania, parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of FIFTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE ($15,975.00) DOLLARS to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

ALL that certain lot or piece of ground situate in the Borough of Baldwin, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 19 in Leland Heights Plan No. 5 as recorded in the Recorder's Office of Allegheny County Pennsylvania in Plan Book Volume 52, Pages 71 and 72, bounded and described as follows, to-wit:

BEGINNING at a point on the Southerly side of Macassar Drive on the line dividing Lots Nos. 18 and 19 as shown in said Plan; thence along Macassar Drive South 60° 02' East 160 feet to the line dividing Lot No. 19 from Parcel of land marked D in said Plan; thence

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Declaration of Trust
(Grant Projects)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Whereas, Allegheny County Housing Authority

(herein called the "Public Housing Agency" ("PHA"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the Commonwealth of Pennsylvania and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with effective date as of September 22, 1953 (herein called the "Annual Contributions Contract") providing for a grant to be made by HUD to assist the PHA in financing (1) lower income housing project(s); and

Whereas, as of this date of the execution of this Declaration of Trust the Annual Contributions Contract covers certain lower income housing in the Borough of McKees Rocks, City of Clairton, Twp. of Stowe, County of Allegheny, Commonwealth of Pennsylvania and which lower income housing will be known as

Project No. PA6-6 with approximately 50 dwelling units,
Project No. PA6-17 with approximately 148 dwelling units,
Project No. PA6-20 with approximately 250 dwelling units,
and Project No. PA6-22 with approximately 56 dwelling units; and

Whereas, each Project and acquisition of the site or sites thereof will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in the Borough of McKees Rocks, City of Clairton and Township of Stowe, County of Allegheny, Commonwealth of Pennsylvania of To Wit:

See "Exhibit A - legal description" attached hereto and made a part hereof.

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

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

The right to require the PHA to remain seized of the title to said property and to refrain from suffering, conveying, creating, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) in the manner and to the extent provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of low-income families as authorized by the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. or (2), with the approval of HUD, release any Project from the trust hereby created; Provided, This recital herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

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

Upon expiration of the period during which the PHA is obligated to operate the Project(s) in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed this 13th day of February, 1959.

ALLEGHENY COUNTY HOUSING AUTHORITY

Secretary

By Vice-Chairman

form HUD-52180-A (12/67)

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PARCEL NO. 1

FROM a stone monument, said stone monument being at a corner of land now or formerly of Caroline Strauch Long and W. L. Bennett, and being South 68 degrees 36 minutes East 244.0) feet from a point at a corner of Wainwright Street (40 feet wide); thence South 18 degrees 27 minutes 30 seconds East 324.61 feet to a point at the place of beginning of this description; thence North 65 degrees 46 minutes 15 seconds East 426.10 feet to a point; thence North 24 degrees 13 minutes 15 seconds West 736.37 feet to a point in the center line of Wainwright Drive; thence, along said center line of Wainwright Drive, North 65 degrees 46 minutes 45 seconds East 379.21 feet to a point; thence, continuing along said center line of Wainwright Drive, North 84 degrees 00 minutes East 443.45 feet to a point in the center line of Riverview Drive; thence, along said center line of Riverview Drive, South 35 degrees 33 minutes East 149.36 feet to a point, thence continuing along said center line of Riverview Drive, South 21 degrees 13 minutes 15 seconds East 538.75 feet to a point; thence continuing along said center line of Riverview Drive, South 3° degrees 36 minutes East 369.35 feet to a point in the center line of Hall Drive; thence, along said center line of Hall Drive, North 30 degrees 24 minutes East 30.00 feet to a point; thence South 39 degrees 36 minutes East 481.41 feet to a point on the westerly line of Peach Alley; thence, partly along said westerly line of Peach Alley, South 44 degrees 24 minutes 30 seconds West 973.86 feet to a point in the center line of Lillie Dale Drive; thence, along said center line of Lillie Dale Drive, North 49 degrees 48 minutes 30 seconds West 284.09 feet to a point in the center line of Canfield Drive; thence, along said center line of Canfield Drive, North 24 degrees 13 minutes 15 seconds West 349.34 feet to a point; thence, along said center line of Hall Drive; thence, North 65 degrees 46 minutes 45 seconds East 300.00 feet to a point; thence South 24 degrees 13 minutes 15 seconds East 150.00 feet to a point; thence South 65 degrees 46 minutes 45 seconds West 200.00 feet to a point in said center line of Canfield Drive; thence, along said center line of Canfield Drive, North 24 degrees 13 minutes 15 seconds West 137.64 feet to a point; thence South 65 degrees 46 minutes 45 seconds West 34.12 feet to a point; thence South 86 degrees 37 minutes West 320.66 feet to a point; thence North 18 degrees 27 minutes 30 seconds West 134.93 feet to the place of beginning.

PARCEL NO. 2

BEGINNING at a stone monument, said stone monument being at a corner of land now or formerly of Caroline Strauch Long and W. L. Bennett, and being South 68 degrees 36 minutes East 244.0) feet from a point at a corner of Wainwright Street (40 feet wide); thence South 18 degrees 27 minutes 30 seconds East 324.61 feet to a point; thence North 65 degrees 46 minutes 15 seconds East 426.10 feet to a point; thence North 24 degrees 13 minutes 15 seconds West 736.37 feet to a point in the center line of Wainwright Drive (40 feet wide); thence, along said center line of Wainwright Drive, South 65 degrees 46 minutes 45 seconds West 86.77 feet to a point; thence South 13 degrees 07 minutes East 360.09 feet to a stone, thence South 48 degrees 51 minutes West 246.84 feet to the point of beginning.

PARCEL NO. 3

BEGINNING at a stone monument, said stone monument being at a corner of land now or formerly of Caroline Strauch Long and W. L. Bennett, and being South 68 degrees 36 minutes East 244.0) feet from a point at a corner of Wainwright Street (40 feet wide); thence North 69 degrees 36 minutes West 244.0) feet to a point at a corner of Wainwright Street; thence, along the southeasterly line of Wainwright Street, North 31 degrees 24 minutes East 344.83 feet to a point; thence, continuing along said southeasterly line of Wainwright Street, North 34 degrees 13 minutes 30 seconds East 194.27 feet to a point; thence South 13 degrees 07 minutes East 338.71 feet to a point; thence South 48 degrees 51 minutes West 246.84 feet to the place of beginning.

Subject to existing easements for streets, roads, and highways, described as follows:

CANFIELD DRIVE, BEGINNING at a point at the intersection of the center lines of Lillie Dale Drive and Canfield Drive, said point being North 49 degrees 48 minutes 30 seconds West 284.09 feet, along said center line of Lillie Dale Drive, from the southernmost corner of Parcel No. 1, hereinabove described, thence, along said center line of Canfield Drive, North 24 degrees 13 minutes 15 seconds West 349.34 feet to a point; thence North 65 degrees 46 minutes 45 seconds East 30 feet to a point in the westerly line of Canfield Drive; thence, along said westerly line of Canfield Drive, in a southerly direction to a point in the north westerly line of Lillie Dale Drive; thence in a southwesterly direction to the point of beginning.

The above Parcels 1, 2 and 3 constitute the same premises which the United States

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of America entered [illegible] States of America, United States for the Western District of Pennsylvania, entitled United States of America, Petitioner vs. Certain Parcels of Land in the Township of Stowe, County of Allegheny, State of Pennsylvania, and Alexander Bichel et al., Defendants, Civil Action No. 1491.

PARCEL NO. 1

BEGINNING at a monument set at the intersection of the southeasterly line of Shaffer Street with the southwesterly line of Wainright Street, at the easterly corner of lands acquired by the United States July 10, 1941, through condemnation proceedings instituted in the United States District Court in and for the Western District of Pennsylvania, Civil No. 1491; running thence South 38 degrees 34 minutes West, a distance of 470 feet to a point in the center line of McCoy Road; thence North 51 degrees 51 minutes West along the center line of McCoy Road, a distance of 73 feet to a point; thence North 66 degrees 34 minutes East, a distance of 391.33 feet to a point in the southwesterly side of Shaffer Street; thence South 68 degrees 36 minutes East along the southwesterly side of Shaffer Street, a distance of 107 feet to the point or place of beginning, subject only to public road designated as McCoy Road; easements for electricity, water, gas and telephone lines; existing sewer line located on the above described premises; and a right-of-way for the free and common use, right, liberty and privilege of passing and repassing at all times and for all purposes over and along the said above described premises from the lands abutting the said premises on the north to Shaffer Street and McCoy Road, until if and when the said premises have been dedicated to the public and accepted for use as a public street or highway.

Being the same premises which the United States of America acquired under condemnation proceedings in the District Court of the United States for the Western District of Pennsylvania, entitled United States of America, Petitioner vs. Certain Parcels of Land in the Township of Stowe, County of Allegheny, State of Pennsylvania, and John Petrie, Jr., et al, Defendants, Civil Action No. 1941.

PARCEL NO. 3

ALL THAT CERTAIN piece of ground situate in the Township of Stowe, Allegheny County Pennsylvania, being a portion of purpart #3 as shown on partition plan of the Bernstein Estate as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 17, Page 39, being more particularly bounded and described as follows, to wit:

BEGINNING at a pin on the ~~[illegible]~~ erly line of property hereinafter conveyed to the United States of America, where the same is intersected by the southerly line of a 16 foot road; thence along the dividing line between property of the United States of America and property herein described, the following two courses and distances: FIRST, South 84° 36' East, 133.07 feet to a stone monument; thence South 18° 27' 30" East, 190 feet to a point; thence along the dividing line between property now or formerly of Caroline L. Long and property herein described, South 31° 30' 30" West, 93.82 feet to a point; thence through property now or formerly of Frank J. and Mary E. Shaffer, South 71° 32' 30" West, 290.44 feet to a point; thence along the dividing line between lands now or formerly of S. Rosenberg, J. S. Barnett, W. L. Barnett and property herein described and through property of W. L. Barnett, North 18° 09' West 254.31 feet, to a point on the southerly line of a 16-foot road aforesaid; thence by same, North 84° 36' East, 333.10 feet to a point, the place of BEGINNING, together with any right, title, and interest in and to any and all abutting roads, ways, streets, alleys, curbs, or gores; together with all improvements thereon.

~~[illegible]~~ being the same premises which the United States of America acquired under condemnation proceedings in the District Court of the United States for the Western District of Pennsylvania, entitled UNITED STATES OF AMERICA, petitioner against certain parcels of land in Stowe Township, Allegheny County, State of Pennsylvania, and Frank J. Shaffer, et al., Defendants Civil Action No. 1430.

Except for the following real estate:

All that certain parcel of land in the Township of Stowe,

Allegheny County, Pennsylvania, adjoining public housing project PA-6-20

being more fully bounded and described as follows:

Beginning at a point, said point being intersection of the center line of Canfield Drive (40 Ft.) and Lillis Dale Drive (40 Ft.), thence N 24°-13'-15" W, a distance of 149.54 feet to the intersection of the center line of Canfield Drive and Hall Drive, thence N 65°-46'-45" E, a distance of 200 feet to a point on a line dividing land owned by Allegheny County Housing Authority and now or late by A. Bichel N 24°-13'15" W, 150 feet to a point on the southerly line of land owned by Allegheny County Housing Authority, thence along said extending N 65°-46'-45" E, a distance of 180.00 feet to a point, thence continuing N 24°-13'-15" E, 509.66 feet to the premises of Allegheny County Housing Authority to a point on the westerly line of Riverview (60 Ft.), thence N 39°-30' E, 149.15 feet to a point on the center line of Hall Drive (40 Ft.), thence along said center line

extended N 50° 14' E, 30 feet thence along a line dividing lands owned by Allegheny County Housing Authority and now or late P & W Stanko N 39° 30' E, 401.41 feet to a point on the northerly line of Peach Alley (15 Ft.) thence along said northerly line N 60° 21' 30" W, 771.56 feet to a point on the center line of Lillis Dale Drive (40 Ft.) thence by said center line of Lillis Dale Drive N 13° 48' 30" W, a distance of 106.07 feet to a point, place of beginning.

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Together with all rights, title and interest, if any, [illegible] and all abutting roads, ways, streets or alleys acquired by the Grantor in the Condemnation Proceedings above mentioned.

Together with a perpetual easement of Right-of-way in and to a strip of land 20 feet in width to construct, maintain, repair, replace, and use a sewer line, lying and being in the Township of Stowe, County of Allegheny, Commonwealth of Pennsylvania, and more particularly described as follows:

PARCEL NO. 1

BEGINNING at a point on the line dividing lands acquired by the United States Government, in condemnation proceedings instituted in the District Court of the United States in and for the Western District of Pennsylvania, entitled United States of America v. Certain Parcels of Land in the Township of Stowe, County of Allegheny, State of Pennsylvania, and Alexander Bishel, et al., Civil No. 1471; and lands now or formerly of Robert Earl Reiber, Sr. and Jr., said point being 87.43 feet East of a corner in common between lands now or formerly of Caroline Strauch Long, the said United States Government and Robert Earl Reiber, Sr., and Jr.; thence along lands of said United States Government, South 86° 37' East a distance of 80.16 feet to a point; thence along property now or formerly of Robert Earl Reiber Sr. and Jr., of which this is a part, South 3° 30' 30" East a distance of 148.76 feet to a point; thence South 13° 37' 30" West, a distance of 10.09 feet to a point on line of lands now or formerly of said Caroline Strauch Long; thence North 28° 37' 30" West, a distance of 45.36 feet to a point; thence along property now or formerly of said Robert Earl Reiber, Sr. and Jr., of which this is a part, North 3° 30' 30" West, a distance of 97.66 feet to the place of beginning.

PARCEL NO. 2

BEGINNING at a point on the line dividing lands between Robert Earl Reiber, Sr. and Jr., and Caroline Strauch Long, said point being 104.46 feet Northeast of a corner in common between lands acquired by the United States Government in condemnation proceeding instituted in the District Court of the United States in and for the Western District of Pennsylvania, entitled United States of America v. Certain Parcels of Land in the Township of Stowe, County of Allegheny, State of Pennsylvania, and Alexander Bishel, et al., Civil No. 1471; thence along lands now or formerly of said Robert Earl Reiber, Sr. and Jr., South 28° 37' 30" East, a distance of 69.34 feet to a point; thence along property now or formerly of said Caroline Strauch Long, of which this is a part, the following courses and distances: South 13° 37' 30" West, a distance of 12.04 feet to a point; thence North 76° 22' 30" West, a distance of 20 feet to a point; thence North 13° 37' 30" East, a distance of 59.19 feet to a point; thence North 3° 30' 30" West, a distance of 50.16 feet to the place of beginning.

ALLEGHENY COUNTY HOUSING AUTHORITY

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November 27, 2002

Mr. Milan Ozdinec
Deputy Assistant Secretary for Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW Room 4130
Washington, DC 20410

RE: Site and Neighborhood Standards/Environmental Certification
ATTACHMENT 29

Dear Mr. Ozdinec:

The Allegheny County Housing Authority is certifying that all environmental, site and neighborhood standards have been met for the three proposed properties, Ohioview Acres, Morgan, and Centurion Commons, that will be utilized for public housing.

If there are any questions regarding this certification for the HOPE VI Application, please feel free to contact me at 412.402.2450.

Sincerely,

Frank Aggazio

Frank Aggazio
Executive Director

INTEGRA Realty Resources
RTA GROUP
LOCAL EXPERTISE...NATIONALLY

PRELIMINARY MARKET ASSESSMENT LETTER

HOPE VI NOFA APPLICATION for OHIOVIEW ACRES REVITALIZATION PLAN

Stowe Township
Allegheny County, Pennsylvania

FOR

Ralph A Falbo, Inc.
Pittsburgh, Pennsylvania

Effective Date of the Study: November 25, 2002

Integra Pittsburgh File Number: 133-2002-0284
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INTEGRA Realty Resources
PITTSBURGH

November 27, 2002
Integra Pittsburgh File Number: 133-2002-0284

Ms. Cynthia Picone
Ralph A Falbo, Inc.
100 Wood Street
Pittsburgh, Pennsylvania 15222

Re: **Market Assessment Letter**
HOPE VI NOFA for
Ohioview Acres Revitalization Plan
Stowe Township
Allegheny County, Pennsylvania

Dear Ms. Picone:

We have been engaged to provide a consulting service for our client, Ralph A. Falbo, Inc. In response to the request of our client, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to provide a Preliminary Market Analysis related to the proposed revitalization plan for the Ohioview Acres neighborhood in Stowe Township. The following report is intended for use only by the client and the Department of Housing and Urban Development. (HUD); no other intended users have been identified, and use of the report by others is not intended by the appraiser.

The above-referenced revitalization project will develop 181 for-rent townhouse and duplex units, 15 for-sale detached housing units marketed to low-income families, a First Tee Golf development, community building and municipal building. Of the 181 units, 10 will be market rate rental units, 78 will be rent subsidized units operated by the Allegheny County Housing Authority and the remainder will be income restricted LIHTC units.

In accordance with the HOPE VI NOFA application in which this letter is to be included, Section XIV (page 65) requires a Preliminary Market Assessment Letter if Market Rate Housing is part of the Revitalization Plan. It is our understanding that 10 market rate units, a First Tee golf facility and municipal building are proposed to be developed as part of the Revitalization Plan. The NOFA application requires an "assessment of the demand and associated pricing structure for the proposed residential units and any community facilities, economic development, and retail structures, based on market and economic conditions of the project area." Based on this requirement we have prepared this letter which addresses the demand for and probable pricing of the 10 market rate rental units and probable impact of the municipal building and First Tee facility.

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The market assessment included:

- Identification of the market area for the proposed units
- Description of the proposed market rate units
- Demographic and housing characteristics of the market area
- Conclusion relative to demand for and pricing of the market rate units

In addition we have analyzed the potential attributes and liabilities of the proposed community facilities.

Market Area

Ohioview Acres is located in Stowe Township, a municipality bordered by the Borough of McKees Rocks to the east, Kennedy Township to the south and west and the Ohio River to the north.

The immediate area where Ohioview is located is a plateau situated over 300 feet above the Ohio River and the adjoining flood plain. The area was developed as a bedroom community for the City of Pittsburgh along with Kennedy Township to the west and south. Most development occurred between 1950 and 1965. The topographical characteristics and road system in the immediate area define the boundaries of the immediate neighborhood.

Proposed Improvements

As part of the revitalization of Ohioview Acres, 181 new units will be constructed. These include a mix of 1, 2, 3, and 4 bedroom units varying in size from 775 square feet to 1,450 square feet. The units will be constructed as townhouse units in a duplex and row house configuration. The market rent units will be 2-bedroom townhouses. The two story units will have vinyl siding and front porches. The first floor will have a living room and combination kitchen/dining and family room and a one-half bath. The second floor will have two bedrooms, full bath and washer and dryer hookups.

The interior finish assumed to be painted drywall with average quality cabinets and fixtures. Windows will be thermopane and the units will be heated and cooled with a combination unit that is gas fired. The units will have a gross square footage of approximately 1,200 square feet.

The unit design is considered functional and consistent with other similar product being developed within the region. There are no directly competitive units within the primary market area.

The community facilities will consist of a 9,000 to 10,000 square foot municipal building and First Tee golf training center. The municipal building will include Township offices, the Police Department, Ambulance service and the Magistrate's Office. The location of this facility will enhance the quality and safety of the Ohioview Revitalization. The First Tee development will not include any building improvements, but instead site improvements which will allow training and practice. This type of facility will have a positive impact on the residential improvements.

Market Demographics

The market area described above is geographically constrained and generally well defined. The census indicates there are approximately 22,000 individuals within the geographic area outlined on the map following this letter. The average age of the local population is 36.6 year slightly lower than the Allegheny population's median age of 39.6 years. The median housing value is $46,200 and 38.86 % of the units are housing units occupied by renters. Within the County 33.85% of the housing units are rented and the median housing value in 2000 was $84,200. Housing values in the County increased by almost 50 percent over the last decade, while those in the defined neighborhood increased by 35.5%. The number of housing units in the market was virtually unchanged over the last decade at 10,048 indicating the fully developed nature of the market. The median family income reported in 2000 was $30,330 within the defined market area. Within the County the median family income was $38,329.

These demographic characteristics indicate a stable population that is slightly younger than the County as a whole, with income and housing levels well below the County medians. Housing in the immediate neighborhood is well maintained and pride of ownership is evident. Within two blocks of the subject, new single family detached subdivisions is being developed. Prices for these houses start at $110,000. The neighborhood is served by public transportation and is convenient to shopping and municipal services.

In our opinion these characteristics indicate demand exists for quality, affordable rental housing within the neighborhood area. This demand should continue in the foreseeable future, although income and housing value trends are likely to continue to lag the characteristics found in the County as a whole.

Market Rental Rate Analysis

There are a limited number of new market rate rental townhouse units within the County. Townhouse development is found in the growth corridors in the western and northern suburbs. New market rate townhouse style units have typical sizes of 1,100 to 1,300 square feet and have rental rates which average $1.10 per square foot per month. The location and amenity packages associated with these units creates high end of the price range for rental townhouses in Allegheny County. .

Within the market area, we observed rental rates for 2-bedroom flats between $400 and $475 with an average of $450 or $0.64 per square foot for a 700 square foot unit.

To estimate the market rent for the 10 townhouse units that are part of the revitalization effort, an analysis of established properties in the City of Pittsburgh, Green Tree and Crafton was completed. Taking into account difference in location, age and unit size it was concluded that a rate of approximately $0.50 per square foot would be achievable. This equates to approximately $600 per month per unit. This is also consistent with the rate for market rent apartment units cited above. A Table of Comparable Rentals follows the letter.

In developing this analysis, it is our belief that we have complied with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. To the best of our knowledge and ability, our consulting service is in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation.

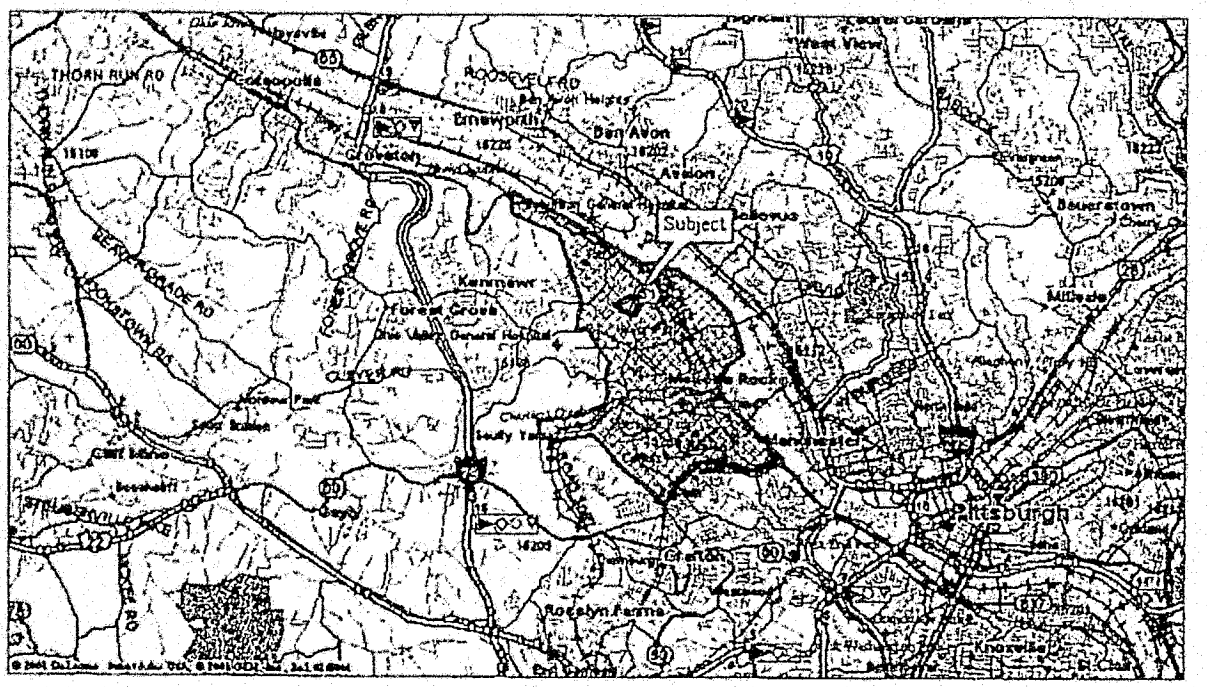
This letter is followed by a *consulting report* intended to comply with reporting requirements set forth under Standards Rule 5, of the Uniform Standards of Professional Appraisal Practice (USPAP), effective January 1, 2002. Any departure from such standards is related to HOPE VI reporting requirements established by HUD and is considered a jurisdictional exception. The report presents the data, reasoning, and analyses that have been used in the consulting process to develop our opinions of marketability. The level of detail is specific to the needs of the client and for the intended use of this report.

Respectfully submitted,

Paul D. Griffith, MAI
Certified General Appraiser
PA Certificate #GA-000261-L

Pamela Yeschenko
Assistant to the Certified Appraiser
PA Certificate #GA-001265

Market Area Map



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Market Characteristics Analysis

Proposed Housing Development

Sto-Rox Market Area

	Market Area 1990 Census	Market Area 2000 Census	Allegheny County 1990 Census	Allegheny County 2000 Census
Population				
Total	21,786	20,467	1,336,449	1,281,666
% Male	46.00%	46.82%	46.90%	47.4%
% Female	54.00%	53.18%	53.10%	52.6%
Age Distribution (%)				
0-25	31.35%	31.53%	30.90%	30.5%
25-34	15.91%	13.14%	16.40%	12.6%
35-44	12.41%	14.93%	14.70%	15.8%
45-54	8.74%	13.20%	10.00%	14.2%
55-64	10.55%	5.59%	10.60%	9.2%
65+	21.04%	18.77%	17.30%	17.8%
Median Age (years)	34.6	37.98	36.60	39.6
Households				
Total	9,188	8,772	541,261	537,150
Average HH Size	2.39	2.45	2.41	2.31
Total Families	6,040	5,297	358,317	332,237
Housing Units				
Total	10,011	10,048	580,738	583,646
Median Housing Value	$34,233	$46,200	$56,300	$84,200
Occupied Housing Units	9,081	8,772	541,261	537,150
Owner	82.79%	61.14%	66.15%	360,036
Renter	58.67%	38.86%	33.85%	177,114
HH Income Distribution (%)				
< $15,000	39.6%	26.2%	31.59%	18.1%
$15,000 - $24,999	21.9%	19.3%	13.04%	14.7%
$25,000 - $34,999	15.8%	14.1%	15.99%	13.0%
$35,000 - $49,999	13.2%	16.9%	17.26%	16.3%
$50,000 - $74,999	7.9%	14.6%	13.60%	18.2%
$75,000 - $149,999	1.3%	8.3%	6.89%	15.5%
>$150,000	0.3%	0.6%	1.62%	4.1%
Median Income	$19,666	$30,330	$28,136	$38,329

Market Rent - 2-Bedroom Townhouses

	Park	City	Bedrooms	Baths	Size/SF	Price	Price/SF
Established Units							
1	Village in the Park	Pittsburgh	2	1	850	$640.00	$0.75
2	Biggert Manor	Crafton	2	1	870	$775.00	$0.89
3	Carrige Park	Pittsburgh	2	1.5	980	$790.00	$0.81
			2	1.5	1,058	$930.00	$0.88
4	Crane Village	Pittsburgh	2	1.5	1,200	$735.00	$0.61
New Construction							
5	Ventana Hills	Robinson Township	2	2	1,128	$1,275.00	$1.13
6	Bear Run Village	Ohio Township	2	2.5	1,150	$1,260.00	$1.10

Apartments/Houses for Rent

	Type	Location	Rent Per Mo	BR
1	*Apartment*	*McKees Rocks*	*$475 +*	*2*
2	*Apartment*	*McKees Rocks*	*$425 +*	*2*
3	Apartment	McKees Rocks	$425 +	1
4	Apartment	Sheraden	$350 +	1
5	Apartment	Sheraden	$350 +	1
6	*Apartment*	*Sheraden*	*$400 +*	*2*
7	*Apartment*	*Sheraden*	*$450 +*	*2*
8	Apartment	Stowe Township	$275 +	1
9	*House*	*McKees Rocks*	*$695 +*	*3*
10	*House*	*McKees Rocks*	*$625 +*	*3*
11	*House*	*Sheraden*	*$675 +*	*2*

Single-Family Residence Data

Single Family Unit Prices

Price	< 2 Bed	3 Bed	> 4 Bed	Total
$9,999 and Under	12	6	2	20
$10,000 - $19,999	27	15	3	45
$20,000 - $29,999	35	34	5	74
$30,000 - $39,999	22	54	9	85
$40,000 - $49,999	6	55	5	66
$50,000 - $59,999	6	15	6	27
$60,000 - $69,999	1	14	3	18
$70,000 - $79,999	0	4	5	9
$80,000 - $89,999	0	1	0	1
$90,000 - $99,999	0	0	0	0
$100,000 - $149,999	0	0	0	0
$150,000 - $199,999	0	0	0	0
$200,000 - Over	0	0	0	0

Single Family Units

Days On Market

Days	Units
0 - 30	78
31 - 60	68
61 - 90	52
91 - 120	29
121 +	117

Single Family Unit Financing

Type of Financing	Units
Cash	76
Conventional	143
FHA	113
VA	6
Other	6

PROFESSIONAL QUALIFICATIONS OF PAUL D. GRIFFITH, MAI

EXPERIENCE:	Partner and Managing Director for Integra Realty Resources, based in the Pittsburgh, Pennsylvania office. Since 1977, Mr. Griffith has completed hundreds of appraisals on all types of properties throughout the Eastern and Mid-Atlantic regions of the country. From 1979 to 1983, he was associated with Berman and Company. From 1986 to 1991 he was President of Barone, Griffith, Motta and Murtha, Inc. Within the Tri-State area Mr. Griffith has acted as a consultant or appraiser in 100 cases where the assessment was at issue. He has appeared as an expert witness before County assessment boards, and Courts of Common Pleas. Mr. Griffith has acted as a consultant in a variety of market studies, feasibility studies, and impact studies. Impact studies include cellular tower sites, environmental contamination sites, and landfill sites.
PROFESSIONAL ACTIVITIES:	Member: Member Appraisal Institute, MAI (1984) -Past President, Pittsburgh Metropolitan Chapter of the Appraisal Institute -Past Regional Representative of the Appraisal Institute Member: Metropolitan Pittsburgh Board of Realtors (REALTOR) Member: Associate Member NAIOP Member: Institute for Professional In Taxation, CMI Licensed: Broker's license - Commonwealth of Pennsylvania Licensed: Certified General Appraiser: Pennsylvania, Ohio, West Virginia and Maryland Teaching: Lecturer: Duquesne University, Undergraduate School of Business: Commercial-Industrial Valuation (1988 to 1992) Teaching: Appraisal Institute: National Faculty, Capitalization Course Series, and Highest and Best Use - Market Analysis (1988 to 2000) Teaching Institute of Property Taxation: Intermediate Property Tax School (1996 to 2000) Various seminars and lectures Teaching:
EDUCATION:	Graduate of Pennsylvania State University (BS), Business Administration American Institute of Real Estate Appraisers Courses - Appraisal Principles - Valuation Procedures - Capitalization Theory & Techniques (I, II and III) - Litigation Valuation - Case Studies in Real Estate Valuation - Valuation Analysis and Report Writing - Standards of Professional Practice (A and B) - Highest and Best Use and Market Analysis - Separating Real & Personal Property from Intangible Business Assets Society of Real Estate Appraisers Course: - Introduction to Appraising Real Property University of Pittsburgh Course: - Appraisal of Real Estate
QUALIFIED BEFORE COURTS AND ADMINISTRATIVE BODIES:	Mr. Griffith has qualified as an expert witness in quasi-judicial proceeding in Allegheny and Beaver Counties, the Court of Common Pleas in Allegheny County and Hamilton County, Ohio, United

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649

License Type

CREA-General

License Status

Active

Initial License Date

08/15/1991

PAUL DAVID GRIFFITH
195 SUMMERLAWN DRIVE
SEWICKLEY PA 15143-0000

License Number

GA000261L

Expiration Date

06/30/2003

Commissioner of Professional and Occupational Affairs

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. 4911

PROFESSIONAL QUALIFICATIONS OF PAMELA R. YESCHENKO	
EXPERIENCE:	Analyst for Integra Realty Resources, based in the Pittsburgh, Pennsylvania office. Actively engaged in real estate valuation with Integra Realty Resources - Pittsburgh since 1999. Appraisals have been performed on various properties, including, but not limited to, neighborhood and community shopping centers, apartment complexes, single-tenant and multi-tenant industrial buildings, various power plants, low-rise to high-rise office buildings, mixed used facilities, and vacant land. Appraisals have been performed for condemnation purposes, estate planning, financing, and asset evaluation. Appraisals and market studies have been completed on proposed, partially completed, renovated, and existing structures.
PROFESSIONAL ACTIVITIES:	License: Currently fulfilling requirements to become certified in Pennsylvania
EDUCATION:	Successfully completed numerous real estate courses sponsored by the Appraisal Institute and REALTORS. Appraisal Institute Courses • Appraisal Principals • Appraisal Procedures • Standards of Professional Practice • Basic Income Capitalization REALTORS • Valuation of Income Producing Property

REGULAR MEETINGS
SECOND TUESDAY OF EACH MONTH

PLEASE ADDRESS ALL CORRESPONDENCE
TO: P. O. BOX 414
McKEES ROCKS, PA 15136

STOWE TOWNSHIP

BOARD OF COMMISSIONERS
ALLEGHENY COUNTY PENNSYLVANIA
PHONE: 412-331-4050
FAX: 412-331-4033



November 18, 2002

Frank Aggazio
Executive Director
Allegheny County Housing Authority
625 Stanwix Street
12th Floor
Pittsburgh, PA 15222

RE: ZONING OF OHIOVIEW SITE

Dear Mr. Aggazio:

The Ohioview site is currently zoned U-1-C, Residential, Multiple Dwelling. The proposed use, townhouses, duplexes and single family homes, will comply with the requirements of the existing zoning.

The existing community building is a permissible use in this zone as an accessory structure, and can remain and be expanded. A swimming pool and recreational facilities can be added.

The municipal building to be located on the site would also comply with the existing zoning code as an accessory structure.

In conclusion, the site is currently properly zoned for the anticipated uses.

Sincerely yours,

Frank J. Carpellotti

Frank J. Carpellotti
President
STOWE TOWNSHIP BOARD OF COMMISSIONERS

TOWNSHIP OF SOUTH FAYETTE

TOWNSHIP MANAGER'S OFFICE
MICHAEL W. HOY, TOWNSHIP MANAGER
CLAUDIA A. SMELKO, TOWNSHIP SECRETARY

November 22, 2002

Frank Aggazio
Executive Director
Allegheny County Housing Authority
625 Stanwix Street
12th Floor
Pittsburgh PA 15222

Re: Request for verification of zoning of Morgan site

Dear Mr. Aggazio:

The Morgan site, address known as 500 Morgan Drive, is currently zoned R-2 Residential, Suburban Residential District. According to our Zoning Code, Chapter 240 of the Code of the Township of South Fayette, as amended by Ordinance No. 6 of 2000 the permitted principal uses that are permitted are as outlined in section 240-14, page 24025 of the code, and as amended by section 8 of Ordinance No. 6 of 2000.

1) Single-family detached dwellings
2) Agricultural and related activities
3) Parks, playgrounds and other recreational uses.
4) Educational, religious or philanthropic uses.
5) Municipal buildings and civic buildings.
6) Churches.

If you require additional information please feel free to contact my office.

Sincerely,

Mike Hoy
Township Manager

515 MILLERS RUN ROAD
MORGAN, PA 15064

TELEPHONE: 412 221 8700
FAX: 412 221 7798
WWW.SOUTH-FAYETTE.PA.US

BOROUGH of FOREST HILLS

2071 ardmore boulevard • pittsburgh, pennsylvania 15221

phone: 412-351-7330

fax: 412-351-7337

November 18, 2002

Ralph Falbo
Ralph A. Falbo, Inc
100 Wood Street
Pittsburgh PA 15222

Re: zoning of Centurion Commons Condominium

Dear Mr. Falbo;

The zoning of the Centurion Commons Condominium building, located at 1987 Centurion Drive, Forest Hills, PA 15221 is currently zoned S-1, Special. The existing use, multi-family dwelling or condominium, currently is a permissible zoning use. This use may continue, even if the property is sold.

Respectfully,

Bob Maglicic
Zoning Officer
Borough of Forest Hills

(23)

COOPERATION AGREEMENT
(War Housing Conveyed for Low-Rent Use)

This Agreement entered into this 8th day of August, 1955, by and between Allegheny County Housing Authority (Herein called the "Local Authority") and Township of Stowe, Allegheny County, Pennsylvania (Herein called the "Municipality"), witnesseth:

WHEREAS, the Commissioners of said Township of Stowe (the governing body of the Municipality) has requested the Public Housing Administration (herein called the PHA) to convey to the Local Authority certain war housing located within the corporate limits of the Municipality for use as low-rent housing; and

WHEREAS, the Local Authority proposes to accept conveyance of such housing and to enter into a contract or contracts with the PHA for the administration of such housing pursuant to Section 606 of Public Law 849, 76th Congress, as amended; and

WHEREAS, the Municipality is desirous of assisting and cooperating with the Local Authority in such undertakings;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any war housing which is hereafter conveyed to the Local Authority for low-rent use and for which the conveyance has been requested by the governing body of the Municipality.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for the acquisition and operation of one or more Projects for low-rent use.

3. (a) Under the constitution and statutes of the Commonwealth of Pennsylvania, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and issued for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA in connection with such Project remains in force and effect, or (iii) any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") to the Municipality in lieu of such taxes and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) For the tax year in which the conveyance from the PHA to the Local Authority is made and the next succeeding tax year each annual Payment in Lieu of Taxes shall be in an amount equal to either (i) the real property taxes which would be paid to all Taxing Bodies for each of such years if the Project were not exempt from taxation, less any Payments in Lieu of Taxes previously paid by the Federal Government or the Local Authority for such year, and also less such allowance as may be considered by the Local Authority to be appropriate for expenditures by either the Federal Government or the Local Authority for the repair and maintenance of streets, utilities, or other public services to serve such Project or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower. Such payments shall be made at the time when real property taxes on such Project would be paid if it were subject to taxation. The Municipality shall distribute such Payments in Lieu of Taxes for said two years among the Taxing Bodies in the same proportion in which real property taxes would have been paid to each Taxing Body for such year if the Project were not exempt from taxation, Provided, that any deduction or allowance made on account of expenditures by the Federal Government or the Local Authority shall be deducted from the payment to the appropriate Taxing Body which should have rendered the service involved.

may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area of the Municipality substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (iii) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, grant such deviations from the building code of the Municipality as are reasonable

health and safety, and (ii) make such changes in any zoning of site and surrounding territory of such Project as are reasonable and necessary for the protection of such Project and the surrounding territory;

(c) Accept grants of easements necessary forthe administration of such Project; and

(d) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the administration of such Project.

5. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas.

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

8. So long as any contract between the Local Authority and the PHA in connection with any Project remains in force and effect, or so long as any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

TOWNSHIP OF STOWE
(Corporate Name of Municipality)

(SEAL)

By _____
PRESIDENT, Board of Commissioners

Attest:

_____
SECRETARY

ALLEGHENY COUNTY HOUSING AUTHORITY

(SEAL)

By _____
CHAIRMAN

Attest:

_____
Secretary

5 - Mineral

COOPERATION AGREEMENT

This agreement entered into this 21 day of August, 1950, by and between Allegheny County Housing Authority (herein called the "Local Authority") and Township of South Fayette, Allegheny County, Pennsylvania (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949, for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop

The Project or Projects shall be located within the corporate limits of the Municipality.

3. (a) Under the Constitution and statutes of the Commonwealth of Pennsylvania all Projects are exempt from all real and personal property taxes (and special assessments) levied or imposed by any Taxing Body. So long as either (i) a Project is owned by a public body or governmental agency and is used for low rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with such Project shall remain in force and effect, or (iii) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes (or special assessments) upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes (and special assessments) and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual payment to the Township of South Fayette in lieu of taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) a proportionate part of ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement whichever amount is lower. The proportionate part of the 10% of the Shelter Rent to be paid to the Township shall be in the proportion which the real property taxes of said Township for such year if the Project were not exempt from taxation bears to the total real property taxes which would be payable to the Township, the School District of South Fayette, the County of Allegheny, and the County Institution District, for such year if the Project were not exempt from taxation. Upon failure of the Local Authority to make any such Payment in Lieu of Taxes no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof."

(c) No payment for any year shall be made to the Municipality in excess of the Municipality for such year if the Project were not exempt from taxation.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of such Project and within five years after the completion thereof, or such further period as

may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area of the Municipality substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (iii) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority, cause or cause to be conveyed to the Local Authority such interest as any public utility may have in such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, grant such deviations from the building code of the Municipality as are reasonable

and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if it were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site if it were privately owned).

to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of a Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority, after written notice to the Municipality,

may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any project covered by the is Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project shall remain in force and effect, or so long as any bonds issued in connection with any Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

ATTEST:

(Title)

(SEAL)

ATTEST:

TOWNSHIP OF SOUTH FAYETTE, ALLEGHENY COUNTY, PENNSYLVANIA

By (Title) President

Allegheny County Housing Authority

(CORPORATE NAME OF LOCAL AUTHORITY)

By Chairman

ATTACHMENT 32: PROJECT READINESS

I hereby certify, on behalf of the Public Housing Authority identified below, that the activities checked below have been completed in accordance with Section XV(B)(3) on Page 68 of the NOFA.

_____ The targeted severely distressed public housing project is completely vacant.

_____ The targeted severely distressed public housing site is cleared.

__x__ A Master Development Agreement has been developed and is ready to submit to HUD.

__x__ The preliminary site design is complete.

__x__ The PHA has held 5 or more public planning sessions leading to resident acceptance of the Plan. Three of these meetings may be the same as those certified to in Attachment 23. The dates of those meetings are as follows:

#1 March 8, 2002	#9 August 15, 2002
#2 March 14, 2002	#10 August 28, 2002
#3 April 30, 2002	#11 September 5, 2002
#4 May 7, 2002 (Training for RFQ Scoring)	#12 September 19, 2002
#5 May 29, 2002	#13 September 25, 2002
#6 June 7, 2002 (Training for RFQ Scoring)	#14 October 2, 2002
#7 June 26, 2002	#15 October 30, 2002
#8 July 31, 2002	#16 November 20, 2002

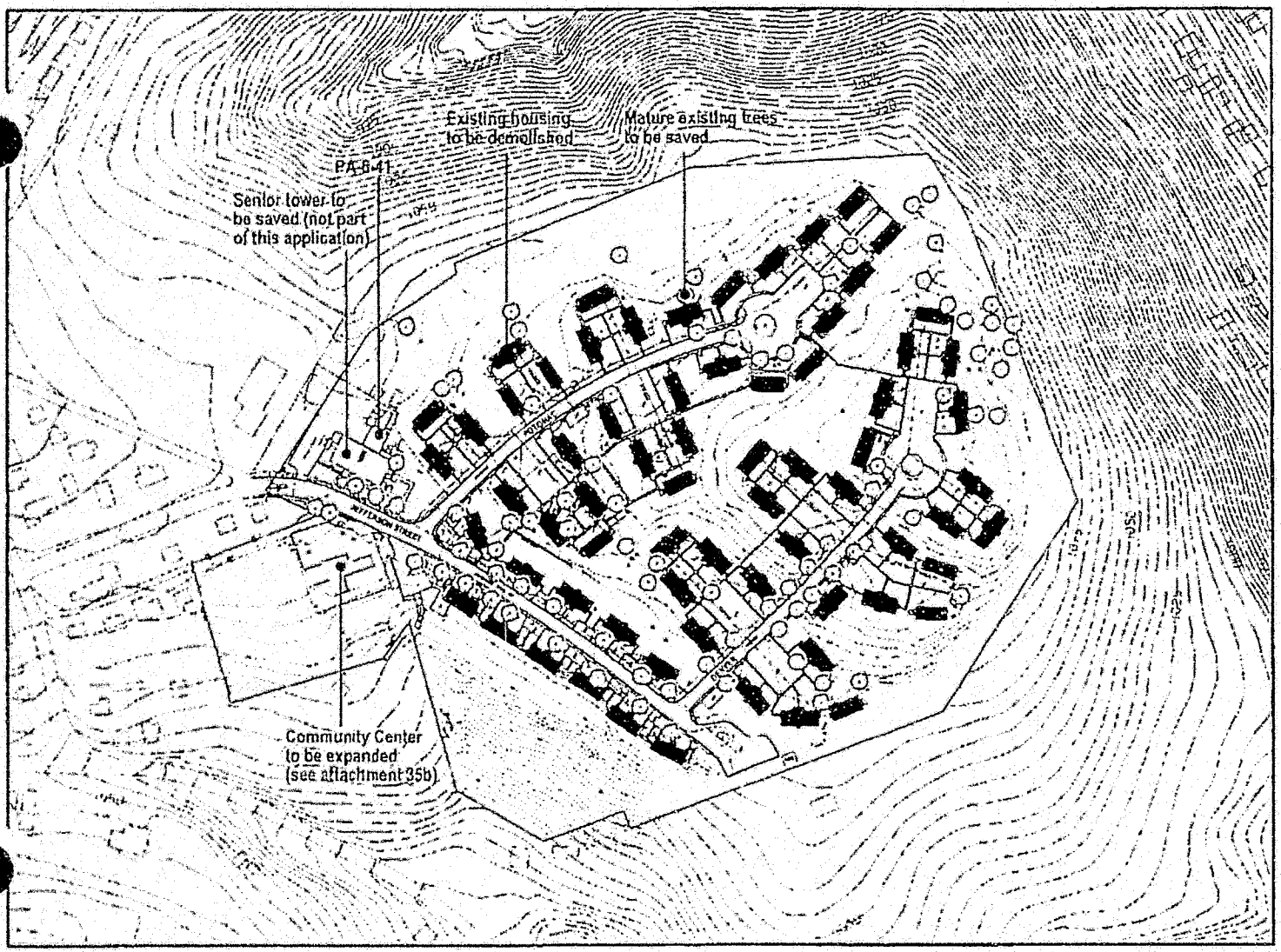
Name of Executive Director: Frank Aggazio

Signature: Frank Aggazio Date: 11/22/02

Name of PHA: Allegheny County Housing Authority

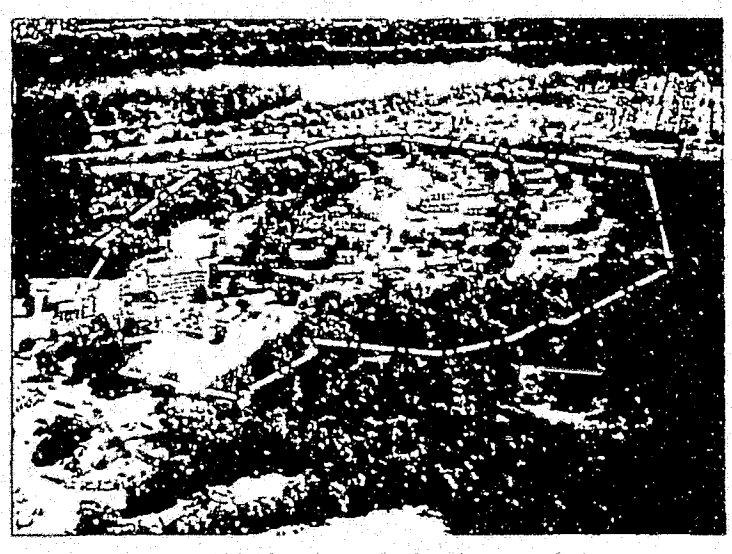
Development Name: Ohioview Acres

Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

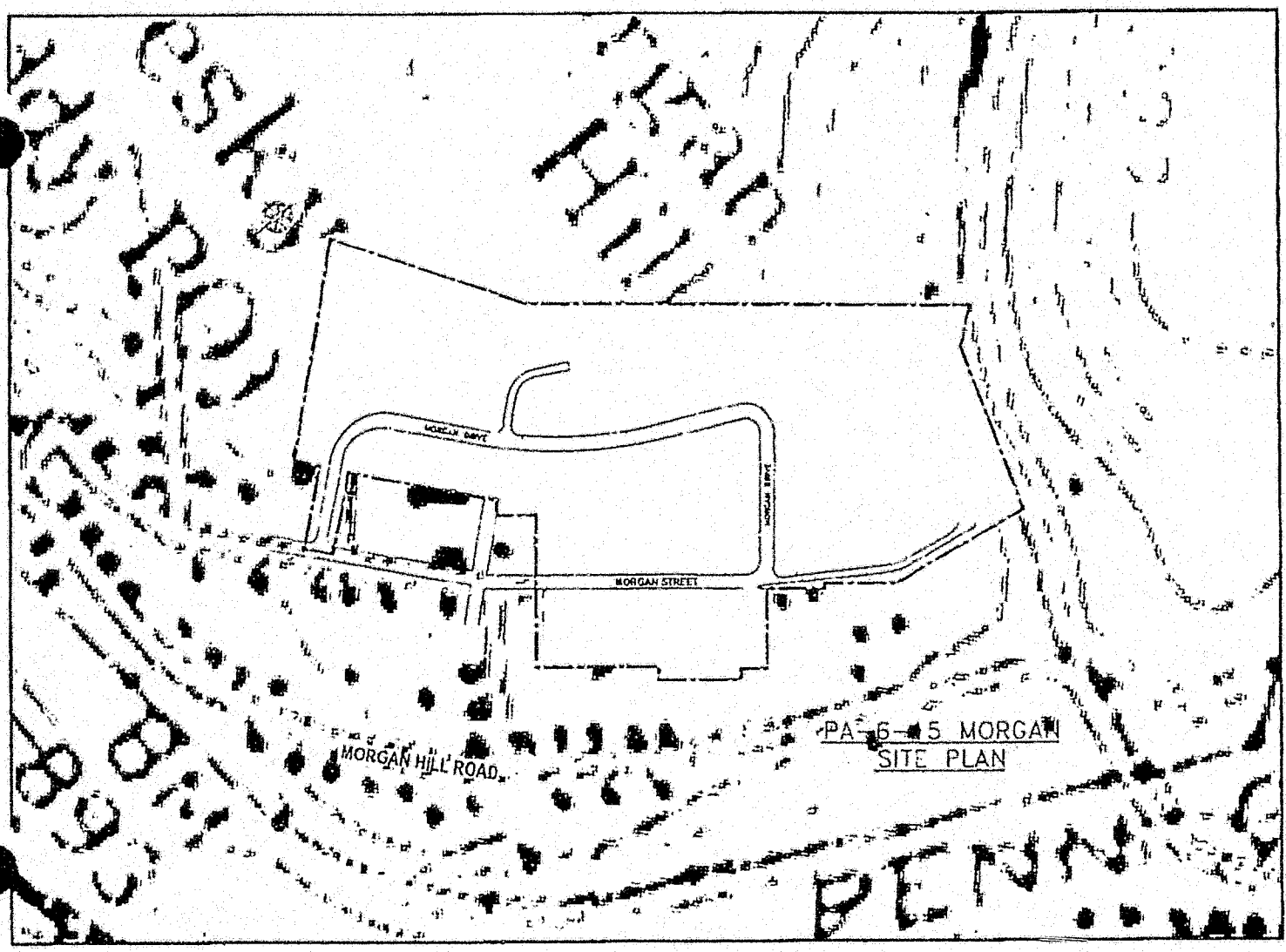


Ohioview Acres Existing Site Plan
[approx. 1"=300']

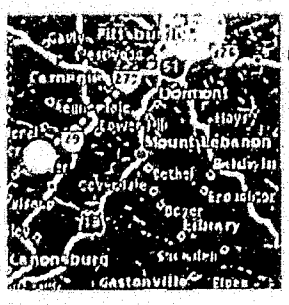


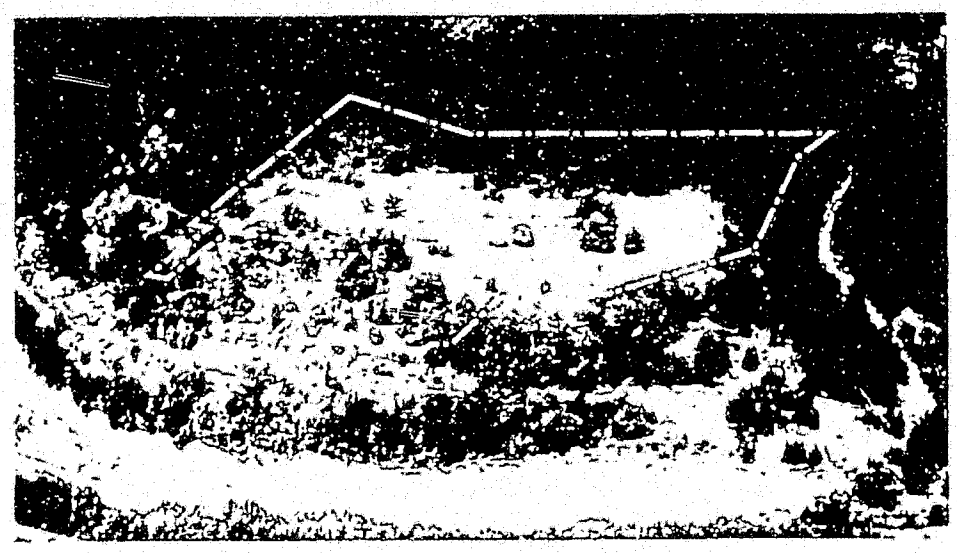


Ohioview Acres Aerial Photograph

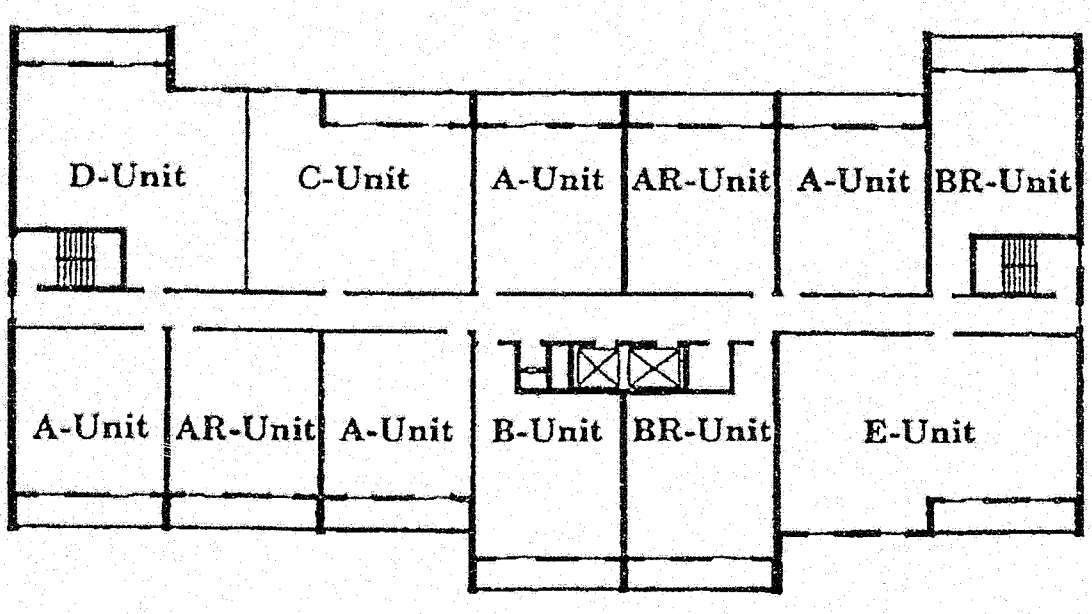


Morgan Existing Site Plan
[approx. 1"=200']





Morgan Aerial Photograph



Existing Building Layout
[approx. 1/32"=1'-0"]



Centurion Commons

Ohioview / McKees Rocks



The sense of being elevated with overlook views is characteristic of the larger neighborhood



Sloped streetwalls create a unique sense of place



The neighborhood is of moderate density with examples of rowhouse development.



The nearby housing stock is characterized by variety with a wide range of roof lines and color pallettes. Some common attributes include porches, stepped stoops, brick and siding materials, and a strong sense of rhthym along street frontages



Parking alleys are found throughout the neighborhood/

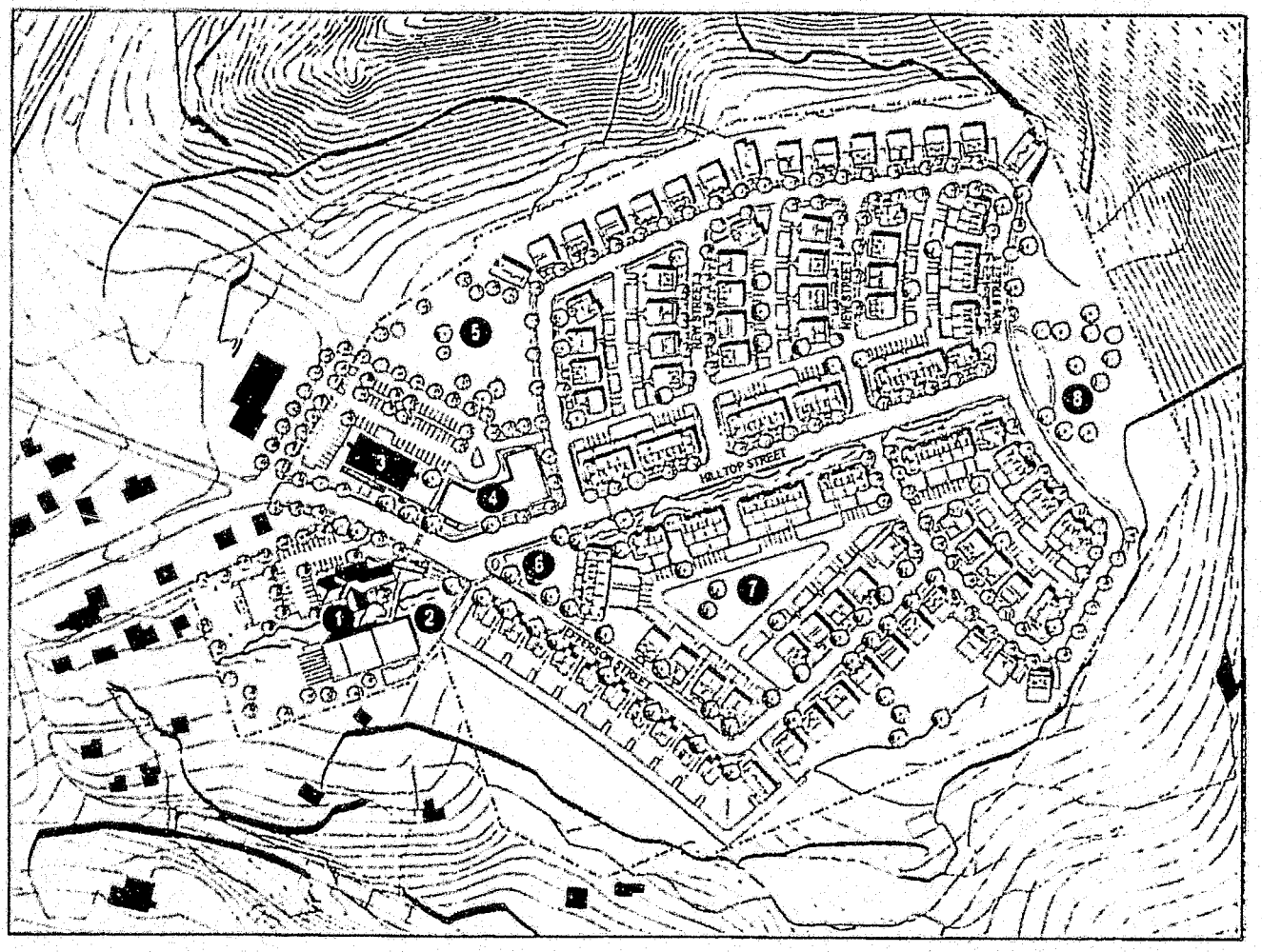
Morgan Site Context



The residential character is composed of larger, single-family homes on generous properties. The architecture seems to borrow more from agrarian and suburban precedents than urban patterns

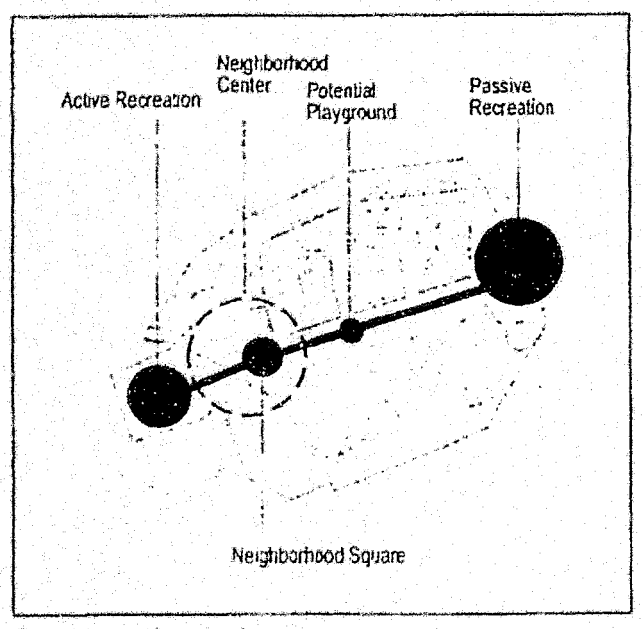
Typical Homes For Sale in Zip Code 15136



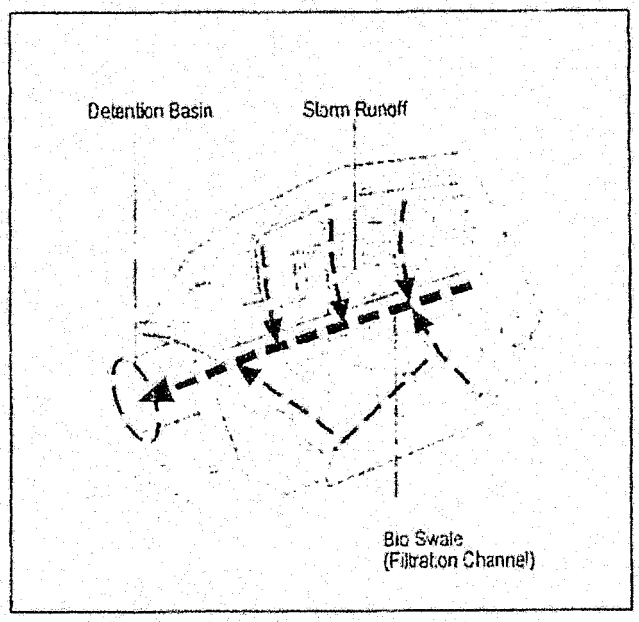


Ohioview Acres Proposed Site Plan
[approx. 1"=300']

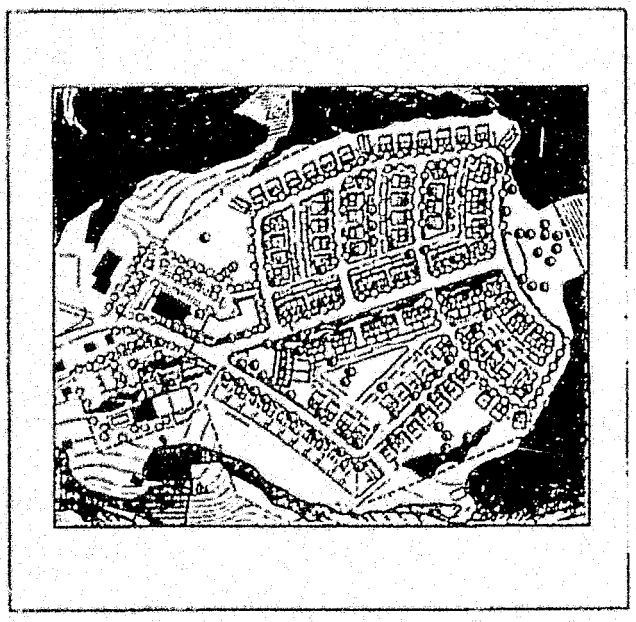
1. Community Center
2. Playground
3. Elderly High-Rise
4. Municipal Building
5. "First Tee" Golf Area
6. Village Green
7. Community Garden
8. Hilltop Park



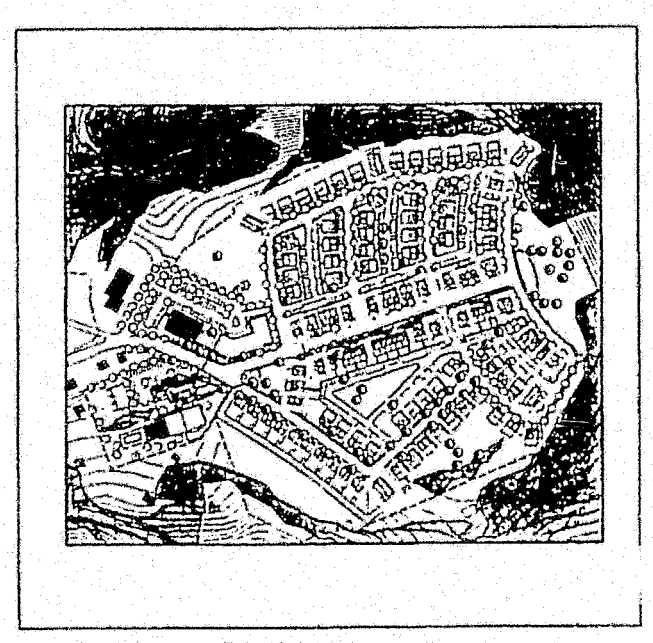
Open Space Approach



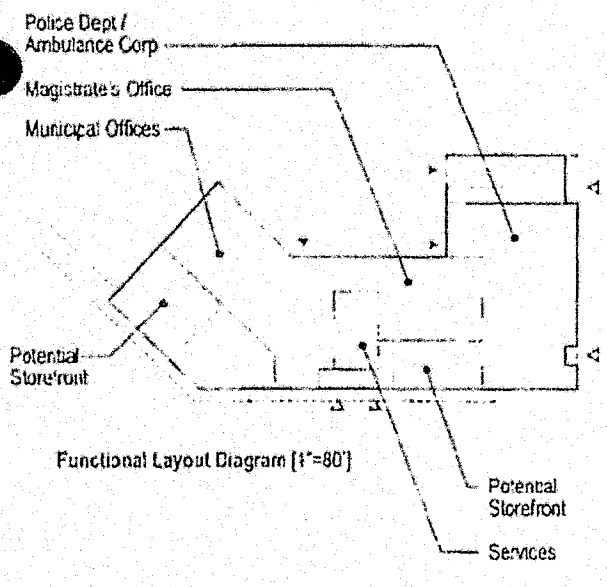
Stormwater Approach



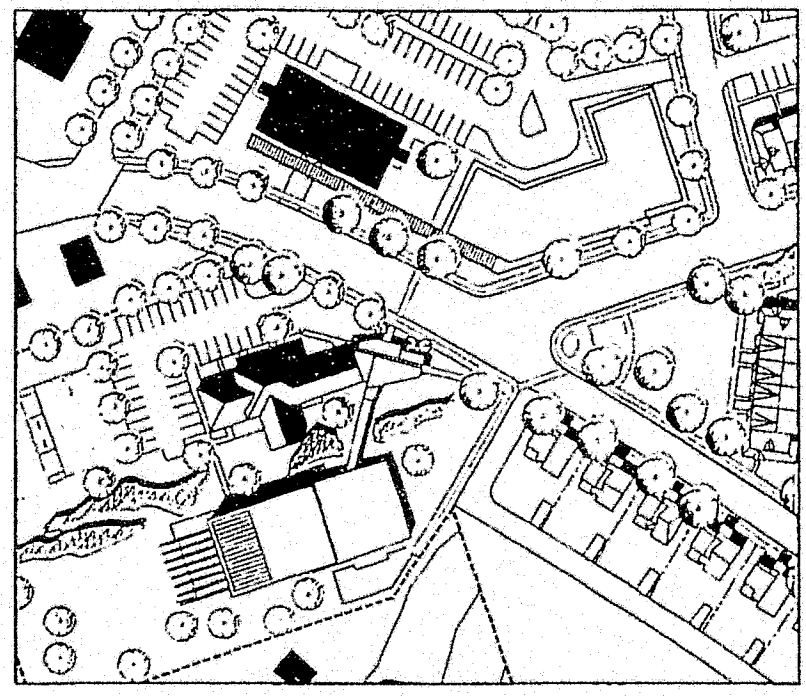
Location of Home Ownership Units



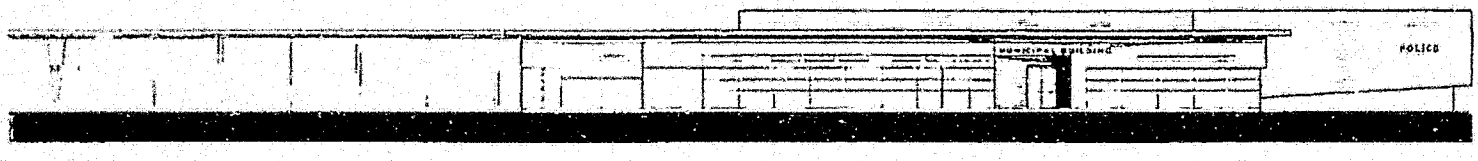
Location of Accessible Units



Functional Layout Diagram [1"=80']

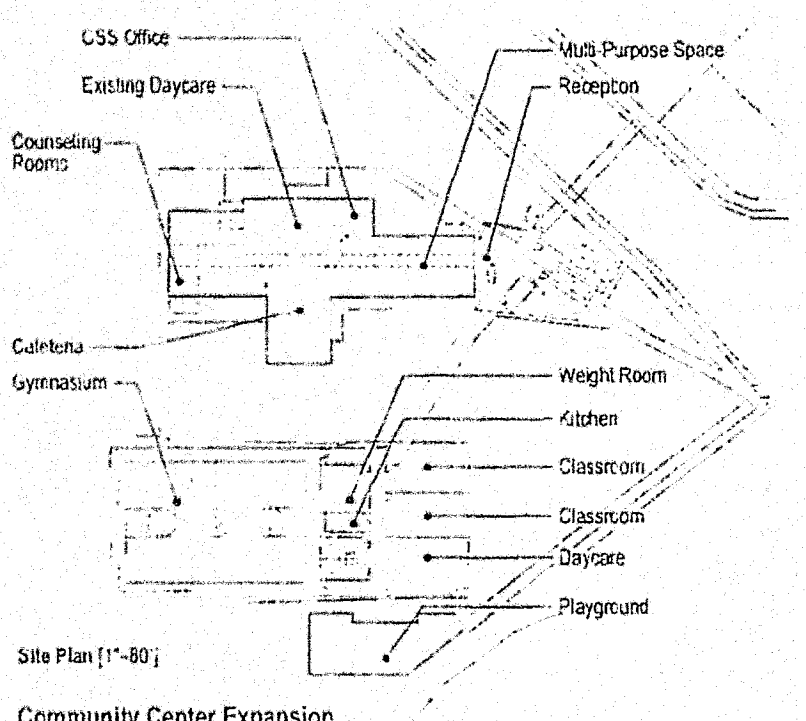


Neighborhood Square Plan Detail [1"=100']

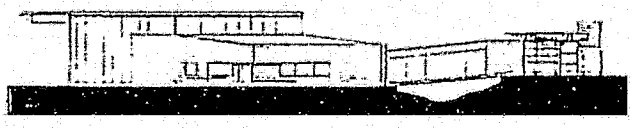


Proposed Municipal Building

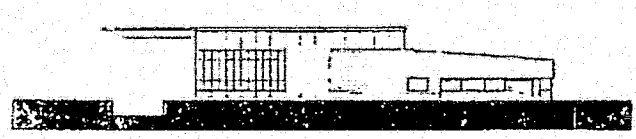
South Elevation [1"=40']



Site Plan [1"=80']

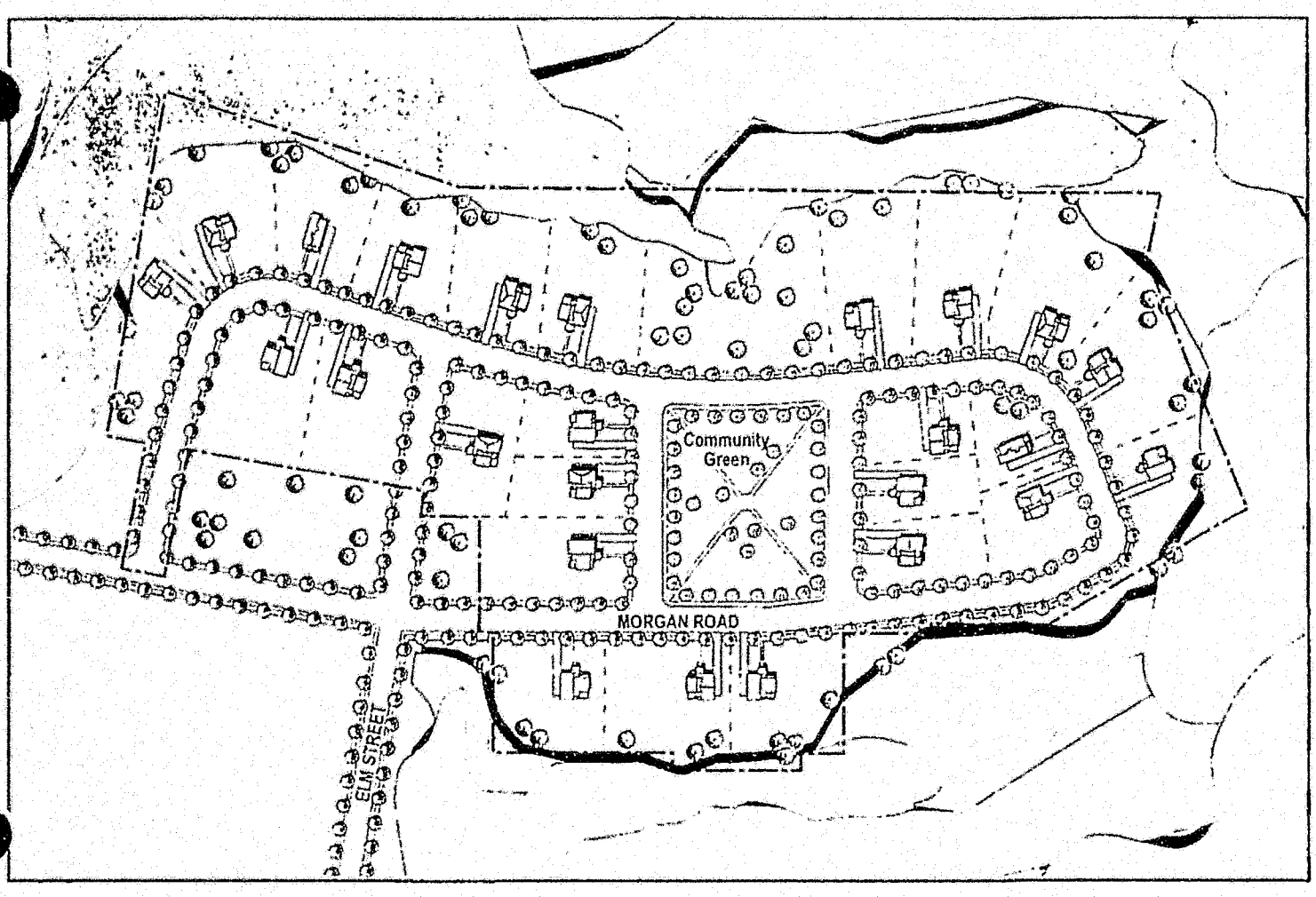


East Elevation [1"=80']

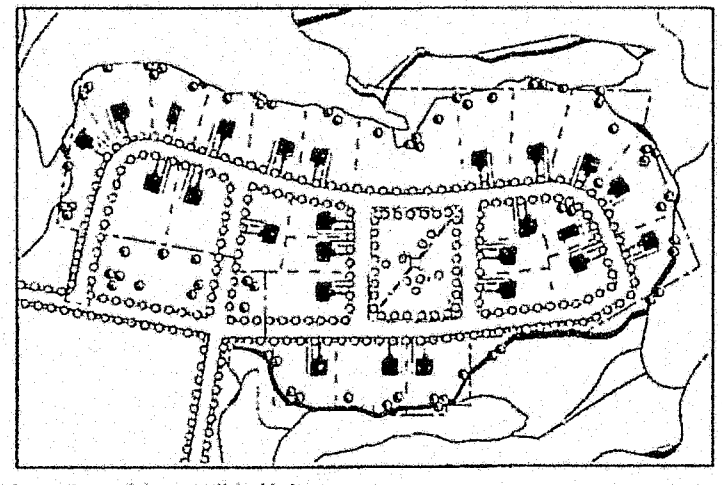


South Elevation [1"=80']

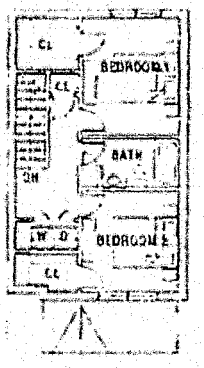
Community Center Expansion



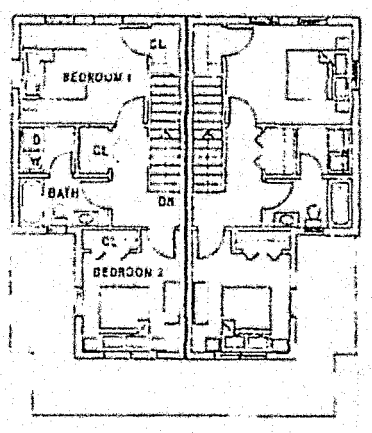
Morgan Proposed Site Plan
[approx. 1"=200']



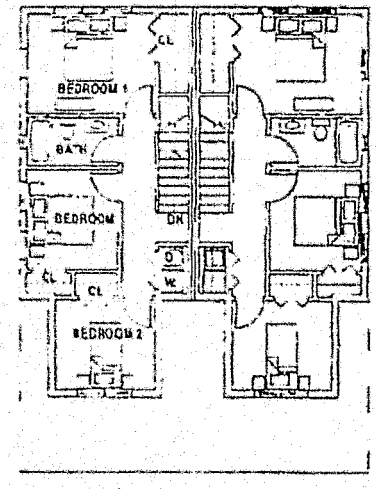
Location of Accessible Units



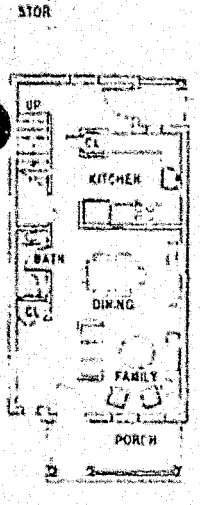
Second Floor Plan



Second Floor Plan



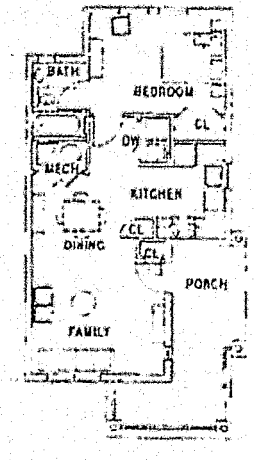
Second Floor Plan



Ground Floor Plan

ROWHOUSE
2 BEDROOM

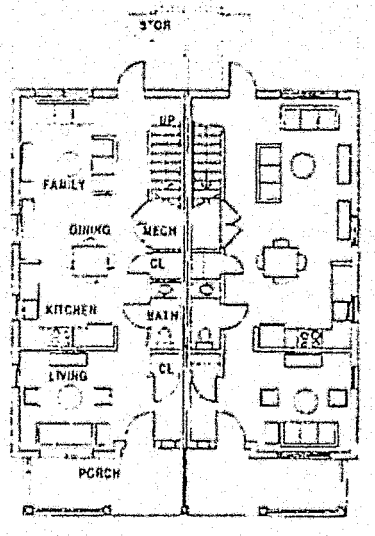
1,005 nsf



Ground Floor Plan

ROWHOUSE
1 BEDROOM (ACCESSIBLE)

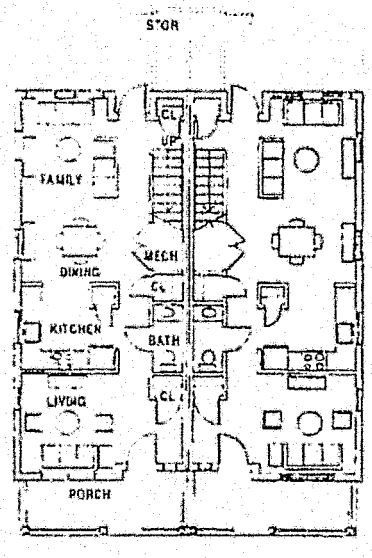
606 nsf



Ground Floor Plan

DUPLEX
2 BEDROOM

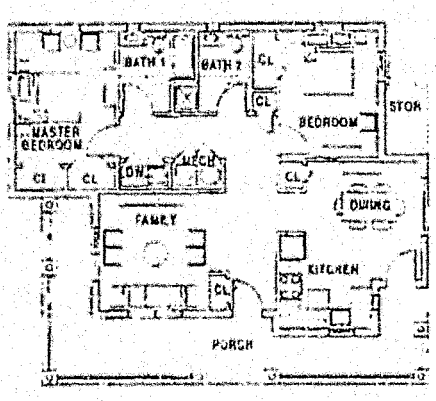
1,058 nsf



Ground Floor Plan

DUPLEX
3 BEDROOM

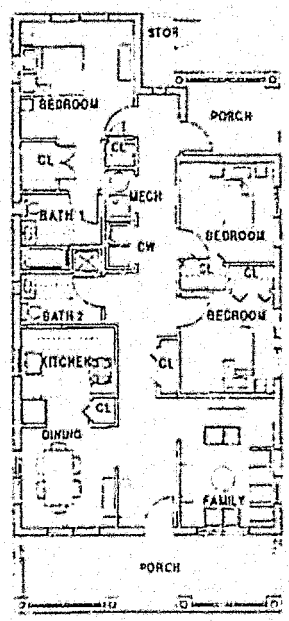
1,165 nsf



Ground Floor Plan

DETACHED SINGLE-FAMILY
2 BEDROOM (ACCESSIBLE)

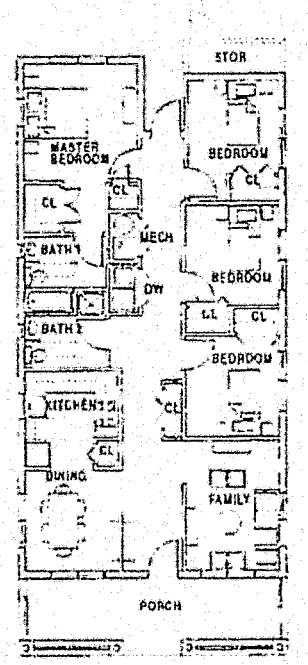
1016 nsf



Ground Floor Plan

3 BEDROOM (ACCESSIBLE)

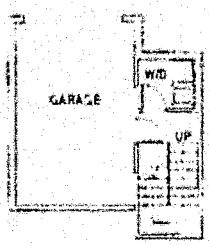
1,158 nsf



Ground Floor Plan

4 BEDROOM (ACCESSIBLE)

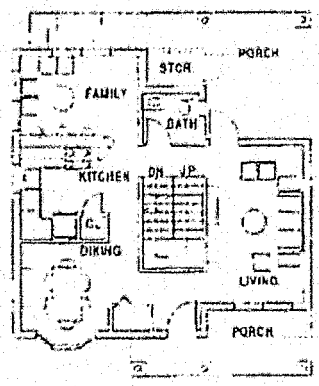
1,276 nsf



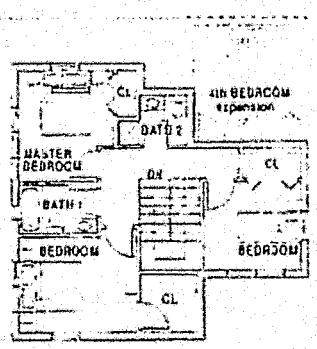
Basement Floor Plan

DETACHED SINGLE-FAMILY
3 BEDROOM

1,282 nsf
(Semi-basement Garage with W/D and Mechanical)



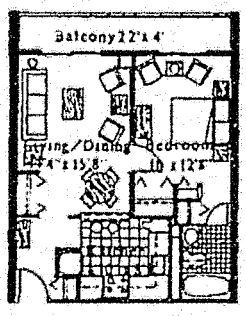
Ground Floor Plan



Second Floor Plan

4 BEDROOM OPTION

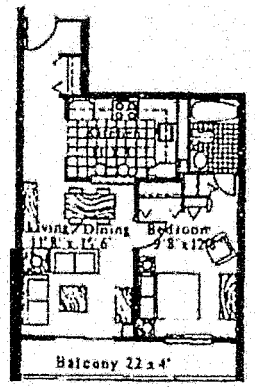
1,414 nsf



Floor Plan

CENTURION COMMONS

A-UNIT



Floor Plan

CENTURION COMMONS

B-UNIT



ROWHOUSE
2 BEDROOM
1,005nsf

ROWHOUSE
1 BEDROOM (ACCESSIBLE)
605 nsf



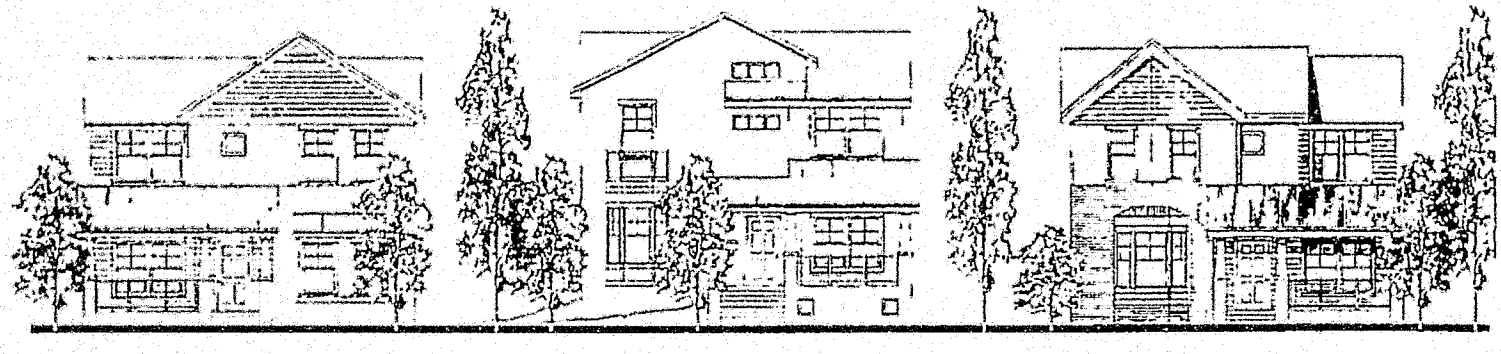
DUPLEX
2 BEDROOM
1,058 nsf (each)

DETACHED SINGLE-FAMILY
3 AND 4 BEDROOM (ACCESSIBLE)
3 BED: 1,158 nsf / 4 BED: 1,276 nsf

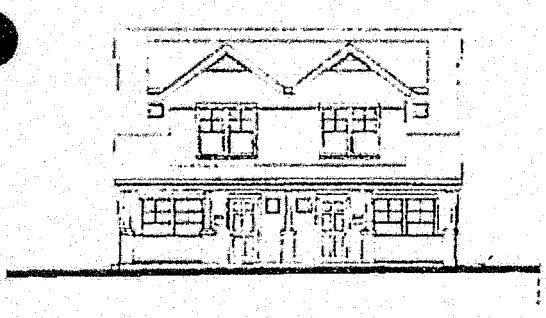


DUPLEX
3 BEDROOM
1,185 nsf (each)

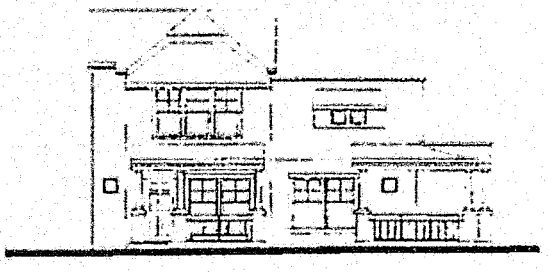
DETACHED SINGLE-FAMILY
2 BEDROOM (ACCESSIBLE)
1,016 nsf



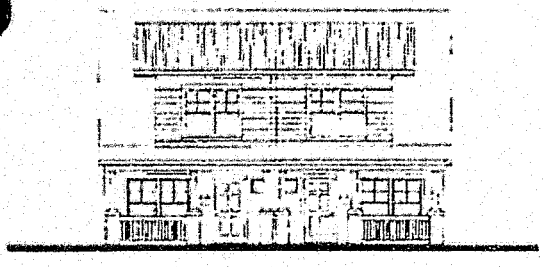
DETACHED SINGLE-FAMILY
3 AND 4 BEDROOM
3 BED: 1,282 nsf / 4 BED: 1,414 nsf



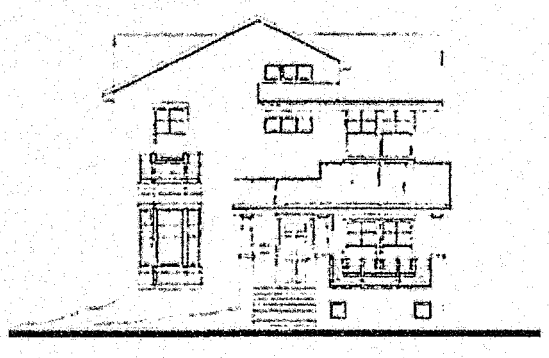






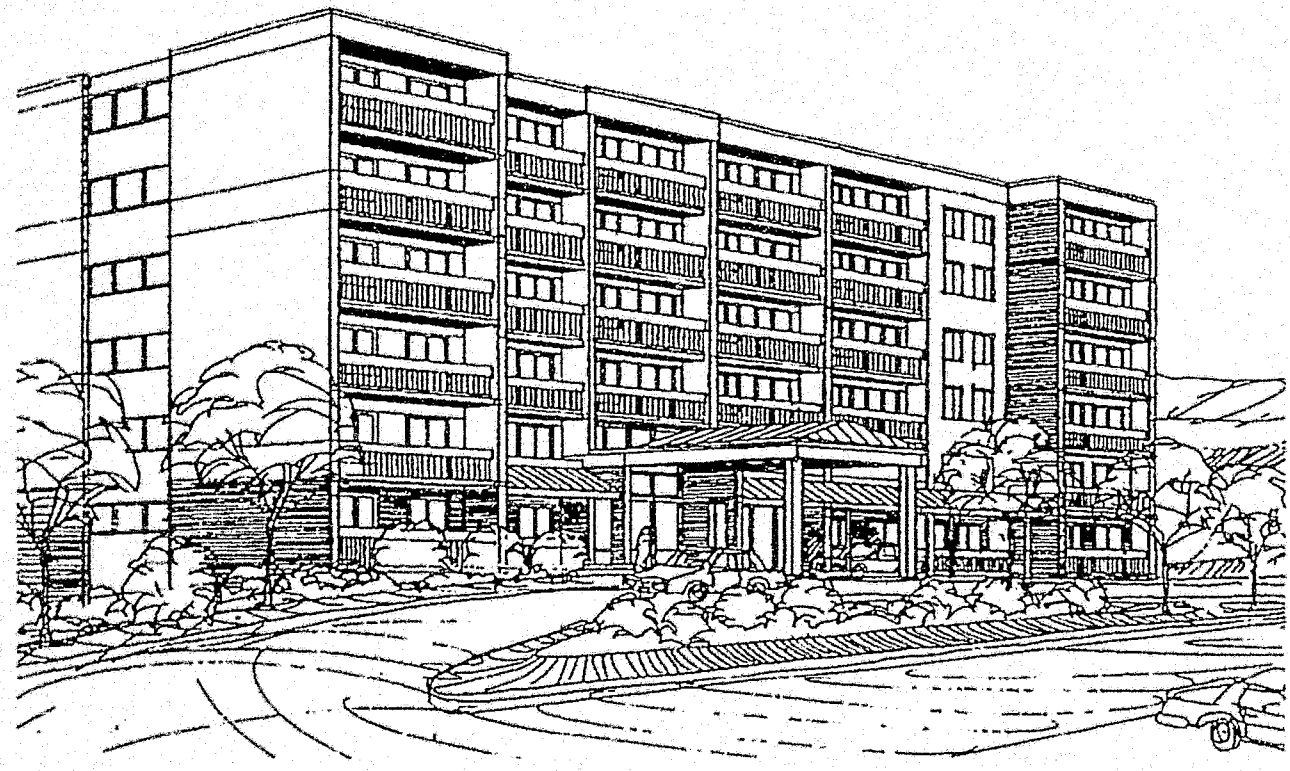






Architectural comparison showing select examples of existing buildings which served to inspire the new residential designs.





CENTURION COMMONS

University of Pittsburgh

School of Social Work

2117 Cathedral of Learning
Pittsburgh, Pennsylvania 15260
412-624-6300
Fax 412-624-6323

Mr. Philip Manion
Allegheny County Housing Authority
625 Stanwix Street Suite 1200
Pittsburgh, PA 15222

11/26/02

The University of Pittsburgh School of Social Work, a Community Outreach of Partnership Center (COPC) has an ongoing partnership with ACHA and are an active partner in their proposed Ohioview Acres revitalization activities. We are already involved in monitoring the progress of the individuals, families, and the community in the case management program. The University of Pittsburgh School of Social Work has made a commitment to evaluate the performance and impact of the HOPE VI Revitalization Plan over the life of the grant. We will establish baselines and provide ongoing interim reports that will allow ACHA to make changes as the project proceeds.

More specifically, the University of Pittsburgh School of Social Work will develop a comprehensive program to evaluate the following areas:

- The impact of HOPE VI effort on the lives of the residents;
- The nature and extent of economic development generated in the community;
- The effect of the revitalization effort on the surrounding community, including the spill over revitalization activities, property values, etc.,
- Extent of success at integrating the physical and CSS aspects of project strategy.

Upon approval of the HOPE VI grant, the University of Pittsburgh School of Social Work will enter into an agreement committing staff resources to accomplish all of the above stated objectives in evaluating the Ohioview Acres HOPE VI program. As Associate Dean for Research, I will take a leadership in administering the proposed evaluation research.

Sincerely,

Hide Yamatani, Ph.D
Associate Dean for Research

HOPE VI REVITALIZATION
APPLICANT CERTIFICATIONS

Acting on behalf of the Board of Commissioners of the Housing Authority listed below, as its Chairman, I approve the submission of the HOPE VI Revitalization application of which this document is a part and make the following certifications to and agreements with the Department of Housing and Urban Development (HUD) in connection with the application and implementation thereof:

1. The public housing project or building in a project targeted in this HOPE VI Revitalization grant application meets the definition of severe distress in accordance with Section 24(j)(2) of the United States Housing Act of 1937 ("1937Act")

2. The PHA has not received assistance from the Federal government, State, or unit of local government, or any agency or instrumentality, for the specific activities for which funding is requested in the HOPE VI Revitalization application

3. The PHA does not have any litigation pending which would preclude timely startup of activities.

4. The PHA is in full compliance with any desegregation or other court order related to Fair Housing (e.g., Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Section 504 of the Rehabilitation Act of 1973) that affects the PHA's public housing program and that is in effect on the date of application submission.

5. The PHA has returned any excess advances received during development or modernization, or amounts determined by HUD to constitute excess financing based on a HUD-approved Actual Development Cost Certificate (ADCC) or Actual Modernization Cost Certificate (AMCC), or that HUD has approved a pay-back plan.

6. There are no environmental factors, such as sewer moratoriums, precluding development in the requested locality.

7. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), the property targeted for acquisition or construction (including rehabilitation) is not located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a) The community in which the area is situated is participating in the National Flood Insurance program (see 44 CFR parts 59 through 79), or less than one year has passed since FEMA notification regarding such hazards; and

(b) Where the community is participating in the National Flood Insurance Program, flood insurance is obtained as a condition of execution of a Grant Agreement and approval of any subsequent demolition or disposition application.

8. The application does not target properties in the Coastal Barrier Resources System, in accordance with the Coastal Barrier Resources Act (16 U.S.C. 3501).

If selected for HOPE VI Revitalization funding:

9. The PHA will comply with all policies, procedures, and requirements prescribed by HUD for the HOPE VI Program, including the implementation of HOPE VI revitalization activities, in a timely, efficient, and economical manner.

10. The PHA will not receive assistance from the Federal government, State, or unit of local government, or any agency or instrumentality, for the specific activities funded by the HOPE VI Revitalization grant. The PHA has established controls to ensure that any activity funded by the HOPE VI Revitalization grant is not also funded by any other HUD program, thereby preventing duplicate funding of any activity.

11. The PHA will not provide to any development more assistance under the HOPE VI Revitalization grant than is necessary to provide affordable housing after taking into account other governmental assistance provided.

12. The PHA will supplement the aggregate amount of the HOPE VI Revitalization grant with funds from sources other than HOPE VI in an amount not less than 5 percent of the amount of HOPE VI grant.

13. In addition to supplemental amounts provided in accordance with Certification 12 above, if the PHA uses more than 5 percent of the HOPE VI grant for the community and supportive services component, it will provide supplemental funds from sources other than HOPE VI, dollar for dollar, for the amount over 5 percent of the grant used for the community and supportive services component.

14. Disposition activity under the grant will be conducted in accordance with Section 18 of the 1937 Act.

15. The PHA will carry out acquisition of land, or acquisition of off-site units with or without rehabilitation to be used as public housing, in accordance with 24 CFR part 941, or successor part.

16. The PHA will carry out major rehabilitation and other physical improvements of housing and non-dwelling facilities in accordance with 24 CFR 968.112(b), (d), (e), and (g)-(o), 24 CFR 968.130, and 24 CFR 968.135(b) and (d) or successor part.

17. The PHA will carry out construction of public housing rental replacement housing, both on-site and off-site, and community facilities, in accordance with 24 CFR part 941 or successor part, including mixed-finance development in accordance with subpart F.

18. The PHA will carry out replacement homeownership activities in conformance with the requirements of section 24(d)(1)(J), which may include a homeownership proposal under Section 32 of the 1937 Act, the income limitations, and other applicable homeownership requirements of the 1937 Act.

19. The PHA will administer and operate public housing rental units in accordance with all requirements applicable to public housing, including the 1937 Act, HUD's implementing regulations thereunder, the ACC, the Mixed-Finance ACC Amendment (if applicable), and all other applicable Federal statutory, Executive Order, and regulatory requirements as such requirements may be amended from time to time.

20. The PHA will comply with:

(a) The Fair Housing Act (42 U.S.C. 3601-19) and regulations at 24 CFR part 100;

(b) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations at 24 CFR part 8);

(c) Title II of the Americans with Disabilities Act (42 U.S.C 12101 et seq.) and its implementing regulations at 28 CFR part 36;

(d) The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations at 24 CFR part 40)

21. The PHA will comply with regulations at 24 CFR 85.36(e) which require recipients of assistance (grantees and subgrantees) to take all necessary affirmative steps in contracting for purchase of goods or services to assure that small businesses, small disadvantaged businesses, minority firms, women's business enterprises, and labor surplus area firms are used when possible

22. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 CFR part 135, including the reporting requirements of subpart E.

23. The PHA will comply with Davis-Bacon or HUD-determined prevailing wage rate requirements to the extent required under Section 12 of the 1937 Act

24. As applicable, the PHA will comply with the relocation assistance and real property acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 CFR part 24; relocation regulations at 24 CFR 968.108 or successor regulation (rehabilitation, temporary relocation); 24 CFR 941.207 or successor regulation (acquisition), and Section 18 of the 1937 Act as amended (disposition).

25. The PHA will comply with all HOPE VI requirements for reporting and providing access to records.

26. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and is subject to 24 CFR part 35 and 24 CFR 965 701, as they may be amended from time to time, and Section 968 110(k) or successor regulation.

27. The PHA will comply with the policies, guidelines, and requirements of OMB Circular A-87 (Cost Principles Applicable to Grants, Contracts, and Other Agreements with State and Local Governments).

28. The PHA will comply with 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments), as modified by 24 CFR 941 or successor part, subpart F, relating to the procurement of partners in mixed finance developments.

29. The PHA will keep records in accordance with 24 CFR 85.20 that facilitate an effective audit to determine compliance with program requirements, and comply with the audit requirements of 24 CFR 85.26.

30. The PHA will start construction within 12 months from the date of HUD's approval of the Supplemental Submissions as requested by HUD after grant award. This time period may not exceed 18 months from the date the Grant Agreement is executed.

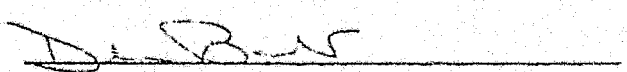
31. The PHA will submit the development proposal for the first phase of construction within 12 months of grant award.

32. The PHA will complete construction within 48 months from the date of HUD's approval of the Supplemental Submissions. This time period for completion may not exceed 54 months from the date the Grant Agreement is executed.

33. All activities that include construction, rehabilitation, lead-based paint removal, and related activities will meet or exceed local building codes. New construction will comply with the latest HUD-adopted Model Energy Code issued by the Council of American Building Officials.

Name of Housing Authority: Allegheny County Housing Authority

Attested By: Board Chairman's Name Deborah Booker

Board Chairman's Signature: 

Date: 11/22/02

Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties. (18 U.S.C. 1001, 1010, 1012, 32 U.S.C. 3729, 3802)

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 3/31/2003)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report [X] or an Update Report [ ]

1. Applicant/Recipient Name, Address, and Phone (include area code).
Allegheny County Housing Authority
625 Stanwix Street, 12th Floor Pittsburgh, PA 15222
(412)355-8940

2. Social Security Number or Employer ID Number.
25-6000022

3. HUD Program Name
HOPE VI

4. Amount of HUD Assistance Requested/Received
$ 20,000,000

5. State the name and location (street address, City and State) of the project or activity
Ohioview Acres, 250 Jefferson Drive, McKees Rocks, PA 15136 - Revitalization

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec 4.3)
[X] Yes [ ] No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30) For further information, see 24 CFR Sec. 4.9
[X] Yes [ ] No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. *However*, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose.

1 developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2 any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
Ralph A. Falbo, Inc.	25-1250563	Developer	
Pennrose Equities	23-2811668	Developer	

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature	Date (mm/dd/yyyy)
x Frank Aggazzi	11/18/2002

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[a] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[X] Prime [ ] Subawardee Tier _____, *if known*: Allegheny County Housing Authority 625 Stanwix Street, 12th Floor Pittsburgh, PA 15222 Congressional District, *if known*:	N/A Congressional District, *if known*:
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: N/A	**9. Award Amount, *if known*:** $ N/A
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Frank Aggazio
Print Name: Frank Aggazio
Title: Executive Director
Telephone No.: 412-402-2450 Date: 11-15-02

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Funding Application

Section 8 Tenant-Based Assistance
Rental Certificate Program
Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp 12/31/2002)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Public reporting burden for this collection of information is estimated to average 1 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection criteria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments

ALLEGHENY COUNTY HOUSING AUTHORITY
625 STANWIX STREET, 12th Floor
Pittsburgh, PA 15222

Application Project No. (HUD use only)

Do you have an ACC with HUD	No	Yes	Date of Application
for Section 8 Certificates?	☐	☑	12/06/2002
for Section 8 Vouchers?	☐	☑	

Legal Area of Operation
(area in which the HA has authority under State and local law to administer the program)
Allegheny County (Excluding the City of Pittsburgh & McKeesport)

A. Area(s) From Which Families To Be Assisted Will Be Drawn.

Locality (city, town, etc.)	County	Congressional District	Units
Municipalities, Boroughs, and Townships within Allegheny County, including the cities of Pittsburgh and McKeesport	Allegheny	4th, 14th, 18th and 20th	103

B. Proposed Assisted Dwelling Units.
(Complete this section based on the unit sizes of the applicants at the top of the waiting list)

	Number of Dwelling Units by Bedroom Size							
	0-BR	1-BR	2 BR	3 BR	4 BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers		5	54	44				103

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2 BR	3-BR	4-BR	5-BR	6+BR
Certificates	$	$	$	$	$	$	$
Vouchers	$	$ 882	$ 665	$ 639	$	$	$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages.)

The revitalization of the Ohioview Acres Development will be the main focus for the relocation efforts of the Allegheny County Housing Authority. In a survey to the residents of the community, the Section Eight Voucher was most requested by the residents for relocation within the area. The McKees Rocks and Stowe Township areas will be able to accommodate the residents in the relocation efforts.

E. Housing Quality Standards (HQS). (Check applicable box)

☑ HUD's HQS will be used with no modifications ☐ Attached for HUD approval are HQS acceptability criteria variations

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and provide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this application of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance, and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of the handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance.

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131) and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates.

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regulations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, State, zip code)

Check [ ] if there are workplaces on file that are not identified here.

Housing Agency Signature

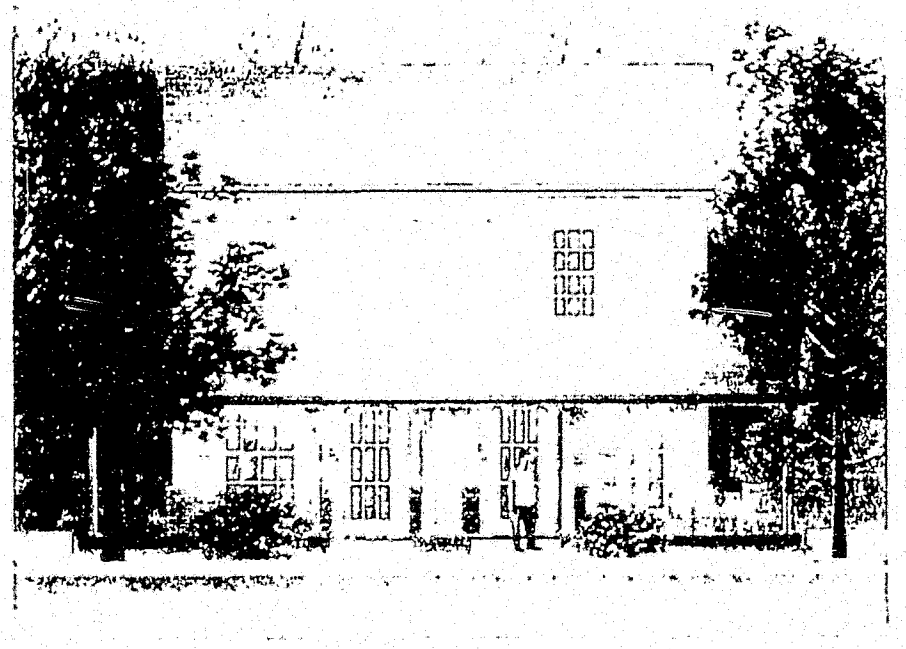
Signature of HA Representative	Print or Type Name of Signatory	
Frank Aggazio	FRANK AGGAZIO	
	Phone No. 412-402-2450	Date 11/22/02

Complainant's Ex. No. 26
1-9-07 C-20066233, C-20066236
Pittsburgh, PA K.L.C.

Groveton Village
Robinson Township, PA
Allegheny County

DOCUMENT
FOLDER

Application for
Low Income Housing Tax Credits



December 15, 2000

Submitted to:
Low-Income Rental Housing Tax
Credit Program
Pennsylvania Housing Finance Agency
2101 North Front Street
Harrisburg, PA 17110

Submitted by:
Falbo-Penrose

RECEIVED
JAN 18 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
APR 04 2007

PENNROSE

Development • Management • Service

Pennrose Properties, Inc
One Liberty Place • Suite 3810 • Philadelphia, PA 19103-7332
Tel 215-979-1100 • Fax 215-979-1101

December 14, 2000

Eileen Staudt
Manager, Tax Credit Program
Pennsylvania Housing Finance Agency
2101 North Front Street
P.O. Box 8029
Harrisburg, PA 17105-8029

RE: 2001 PHFA Low-Income Housing Tax Credit Application
Groveton Village Apartments

Dear Ms. Staudt:

Enclosed please find the 2001 PHFA joint Low-Income Housing Tax Credit application for Groveton Village Apartments in Robinson Township, Allegheny County.

Groveton Village Apartments consists of the demolition of the current Groveton Village Public Housing project and the construction of sixty-nine (69) units of high-quality affordable housing for low-income families in western Allegheny County. The property is under a long-term lease agreement with the Allegheny County Housing Authority who will act as the management agent upon the completion of construction. The Groveton Village Housing Partnership is a Pennsylvania limited partnership consisting of Pennrose Equities; Halliday Properties, Inc.; Ralph Falbo, Inc., and their non-profit partner, Ohio Valley Housing - GP, Inc.

Please find enclosed the check for the Low-Income Housing Tax Credit application fee of $1,000.00. I trust that you will find the application is complete and in good order. Thank you for your consideration.

Sincerely,
Pennrose Properties, Inc

Richard K. Barnhart, Pennrose Equities
General Partner, Groveton Village Housing Partnership, L.P.

RECEIVED
JAN 18 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PENNSYLVANIA HOUSING FINANCE AGENCY

LOW INCOME HOUSING TAX CREDIT PROGRAM

GROVETON VILLAGE

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Exhibit 2	2000 Tax Credit Addendum
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Exhibit 6	Evidence of Site Control
Exhibit 7	Attorney's Opinion for Acquisition Credit
Exhibit 8	Location Map, Site Plan, Photograph(s) of Site
Exhibit 9	Zoning
Exhibit 10	Scope of Work/ Construction Cost Estimate
Exhibit 11	Certification of Subsidies
Exhibit 12	Construction Financing and/or Permanent Financing Letters of Intent
Exhibit 13	Bridge Loan Financing
Exhibit 14	Syndication Information
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Exhibit 16	Utility Allowance
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PENNSYLVANIA HOUSING FINANCE AGENCY

LOW INCOME HOUSING TAX CREDIT PROGRAM

GROVETON VILLAGE

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Exhibit 21	Identity of Interest
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PENNSYLVANIA HOUSING FINANCE AGENCY

LOW INCOME HOUSING TAX CREDIT PROGRAM

GROVETON VILLAGE

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Exhibit 41 Request for a Waiver of HUD 221(d) Limits

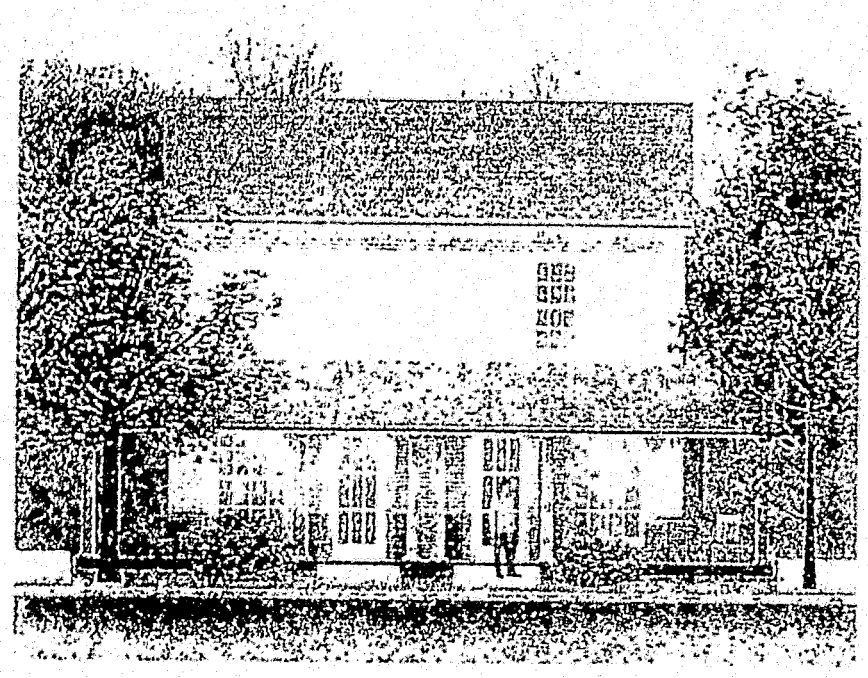
Exhibit 42 Displacement/Relocation of Existing Tenants

Exhibit 43 Preservation of Existing Projects

Exhibit 44 Additional Information

Groveton Village
Robinson Township, PA
Allegheny County

Application for
Low-Income Housing Tax Credits



December 15, 2000

Submitted to:
Low-Income Rental Housing Tax
Credit Program
Pennsylvania Housing Finance Agency
2101 North Front Street
Harrisburg, PA 17110

Submitted by:
Falbo-Penrose

Groveton Village
PHFA Application for Low Income Housing Tax Credits

2000 Multifamily Core Application

PENNSYLVANIA HOUSING FINANCE AGENCY
MULTIFAMILY CORE APPLICATION

Date of Application December 15, 2000

Project Name Groveton Village Apartments
Site Address Village Drive
(If more than one building, list each separate property address. Use separate sheet, if necessary)
City Robinson Township Zip 15108
Twp Robinson Township County Allegheny Region No. 5
Census Tract No. 4591.01 Census Block No.
House District 45 Senate District 42 Congressional District 14th

Funding Area: X Participating Jurisdiction ☐ Nonparticipating Jurisdiction
(See Multifamily Loan Program Guidelines Exhibit M and Exhibit N)

APPLYING FOR: (Check all that apply)

☐ Agency Financing (Attach Multifamily Loan Application Addendum)

- ☐ PennHOMES Financing
- ☐ Construction Financing Only
- ☐ Taxable Bond Loan
- ☐ Agency Mortgage Insurance
- ☐ Construction and Permanent Financing
- ☐ Permanent Financing Only
- ☐ Tax Exempt Bond Loan
- ☐ Other (explain) _____

X Low Income Housing Tax Credits (Attach Tax Credit Application Addendum)

A. APPLICANT/OWNER INFORMATION

If a Nonprofit Organization is involved in the development of the project, check all that apply, attach appropriate documentation for each item checked, (i.e., approved 501(c)(3) determination letter, copy of corporate by-laws, etc.) and include the nonprofit's ownership interest and/or participation on Development Team in Section B below.

- ☐ Community Housing Development Organization (CHDO)
- ☐ IRS 501(c)(3) approved
- ☐ IRS 501(c)(4) approved
- ☐ Exemption from tax under 501(a)
- X Primary purpose includes fostering low income housing
- X Will materially participate in the development and operation of the project throughout the term of the financing or tax credit compliance period and level of participation will be as:
  - ☐ General Partner
  - X Co-general Partner
  - ☐ Management Agent
  - ☐ Special Limited Partner
  - X Supportive Services provider
  - ☐ _____
- ☐ Is the nonprofit organization affiliated with, or controlled by a for profit entity? ☐ Yes X No

B. DEVELOPMENT TEAM (complete all that apply)

Applicant/Developer: FALBO-PENNROSE
(FIRM)

Cindy Picone
(CONTACT PERSON)

c/o Ralph A. Falbo, Inc., 100 Wood Street, 7th Floor
(STREET)

Pittsburgh, PA 15222
(CITY, STATE, AND ZIP)

(412) 355-0300 (412) 355-0304
(PHONE NUMBER) (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

cindy@ralphfalbo.com
(E-MAIL ADDRESS)

- ☐ Women's Business Enterprise (WBE)
- ☐ Section 3
- ☐ Nonprofit Organization
- ☒ For Profit Organization
- ☐ Disabled Business Enterprise (DBE)
- ☐ Other (describe)
- ☐ Minority Business Enterprises (MBE)
- ☐ Socially and Economically Restricted Business (SERB)
- ☐ Community Housing Development Organization (CHDO)
- ☐ Joint Venture between a for profit and nonprofit organization

Co-Applicant: PENNROSE EQUITIES
(FIRM)

Mark H. Dambly
(CONTACT PERSON)

One Liberty Place, Suite 3810
(STREET)

Philadelphia, PA 19103-7332
(CITY, STATE, AND ZIP)

(215) 979-1100 (215) 979-1101 23-2811668
(PHONE NUMBER) (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

Mark_Dambly@Pennrose.com
(E-MAIL ADDRESS)

- ☐ Women's Business Enterprise (WBE)
- ☐ Section 3
- ☐ Nonprofit Organization
- ☐ Disabled Business Enterprise (DBE)
- ☒ For Profit Organization
- ☐ Other (describe)
- ☐ Minority Business Enterprises (MBE)
- ☐ Socially and Economically Restricted Business (SERB)
- ☐ Community Housing Development Organization (CHDO)
- ☐ Joint Venture between a for profit and nonprofit organization

Ownership Entity: Groveton Village Housing Partnership, L.P.
(If currently exists) (FIRM)

Cindy Picone
(CONTACT PERSON)

100 Wood Street, 7th Floor
(STREET)

Pittsburgh, PA 15222
(CITY, STATE, AND ZIP)

(412) 355-0300 (PHONE NUMBER) (412) 355-0304 (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

cindy@ralphfalbo.com
(E-MAIL ADDRESS)

☐	WBE	☐	General Partnership	☐	Entity Currently Exists
☐	MBE	X	Limited Partner ship	X	Entity to be formed
☐	Section 3	☐	Corporation		Estimated Filing Date
☐	SERB	☐	Individual		January 2, 2001
☐	CHDO	☐	Other		
☐	Nonprofit				
☐	DBE				

List all General Partners of Ownership Entity (Attach additional sheet, if necessary)

General Partner Pennrose Equities
(NAME)

37.5%
(OWNERSHIP, %, ETC.)

(215) 979-1100 (PHONE NUMBER) (215) 979-1101 (FAX NUMBER) 23-2811668 (TAX IDENTIFICATION NUMBER IF AVAILABLE)

richard_barnhart@pennrose.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB ☐ Nonprofit ☐ CHDO

General Partner Ralph Falbo, Inc
(NAME)

18.75%
(OWNERSHIP, %, ETC.)

(412) 355-0300 (PHONE NUMBER) (412) 355-0304 (FAX NUMBER) 25-1250563 (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

cindy@ralphfalbo.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB ☐ Nonprofit ☐ CHDO

List all General Partners of Ownership Entity. (Continued)

General Partner: Halliday Properties, Inc
(NAME)

18.75%
(CO-OWNERSHIP % ETC.)

(215) 979-1100 (PHONE NUMBER) (215) 979-1101 (FAX NUMBER) 23-2710380 (TAX IDENTIFICATION NUMBER IF AVAILABLE)

mark_dambly@pennrose.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB ☐ Nonprofit ☐ CHDO

General Partner: Ohio Valley Housing - GP, Inc.
(NAME)

25%
(CO-OWNERSHIP % ETC.)

(412) 355-2140 (PHONE NUMBER) (412) 471-8884 (FAX NUMBER) (TAX IDENTIFICATION NUMBER IF AVAILABLE)

Wmcfann@achsng.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB X Nonprofit ☐ CHDO

*Architect Continued - See Attached

Architect: PERFIDO WEISKOPF ARCHITECTS
(FIRM)

Sheldon Goettel
(CONTACT PERSON)

408 Boulevard of the Allies
(STREET)

Pittsburgh, PA 15219-1301
(CITY STATE, AND ZIP)

(412) 391-2884 (PHONE NUMBER) (412) 391-1657 (FAX NUMBER) 25-1544159 (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

sg@pwapgh.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Contractor: MISTICK CONSTRUCTION
(FIRM)

Thomas Mistick
(CONTACT PERSON)

1300 Brighton Road
(STREET)

Pittsburgh, PA 15233
(CITY, STATE, AND ZIP)

(412) 322-1121 (PHONE NUMBER) (412) 322-9336 (FAX NUMBER) 25-1302161 (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

tom@mistick.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Management Agent: ALLEGHENY COUNTY HOUSING AUTHORITY
(FIRM)

Phillip Manion
(CONTACT PERSON)

341 Fourth Avenue
(STREET)

Pittsburgh, PA 15222
(CITY, STATE, AND ZIP)

(412) 355-2122 (PHONE NUMBER) (412) 355-0837 (FAX NUMBER) 25-6000022 (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Architect: Lami Grubb Architects **(Contract Administration)**
(FIRM)

Suzan M Lami
(CONTACT PERSON)

100 East Swissvale Avenue
(STREET)

Pittsburgh, PA 15218
(CITY, STATE, AND ZIP)

(412) 243-3430 (PHONE NUMBER) | (412) 371-1586 (FAX NUMBER) | 25-1726805 (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

slami@lamigrubb.com
(E-MAIL ADDRESS)

X WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB

☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Attorney: BALLARD SPAHR ANDREWS & INGERSOLL, LLP
(FIRM)

Steven P. Berman
(CONTACT PERSON)

1735 Market Street, 51st Street
(STREET)

Philadelphia, PA 19103-7599
(CITY, STATE, AND ZIP)

(215) 864-8315 (215) 864-8999 23-0382195
(PHONE NUMBER) (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

berman@ballardspahr.com
(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Consultant:
(FIRM)

(CONTACT PERSON)

(STREET)

(CITY, STATE, AND ZIP)

( ) ( )
(PHONE NUMBER) (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

Supportive Services Provider: ALLEGHENY COUNTY HOUSING AUTHORITY
(FIRM)

Phillip Manion
(CONTACT PERSON)

341 Fourth Avenue
(STREET)

Pittsburgh, PA 15222
(CITY, STATE, AND ZIP)

(412) 355-2122 (412) 355-0837 25-6000022
(PHONE NUMBER) (FAX NUMBER) (TAX IDENTIFICATION NUMBER, IF AVAILABLE)

(E-MAIL ADDRESS)

☐ WBE ☐ MBE ☐ Section 3 ☐ DBE ☐ SERB
☐ Contract Awarded at date of application (If seeking Agency financing, forward copy of contract and complete Exhibit BB of the Loan Addendum)

C. DEVELOPMENT DESCRIPTION

1. Type of Proposed Rental Development

- [X] Multifamily
- [ ] Single Room Occupancy
- [ ] Single Family Detached
- [ ] Assisted Living Facility
- [ ] Personal Care Facility
- [ ] Other _____

2. Physical Characteristics of Development

a. Construction Type

- [X] New Construction
- [ ] Rehabilitation
  - [ ] Moderate
  - [ ] Substantial
  - [ ] Historic
  - [ ] Conversion
- [ ] Preservation of Existing Federally Assisted/Subsidized Housing with Expiring Subsidies or Substantial Capital Needs
  - [ ] Rural Housing Services 515
  - [ ] HUD 236
  - [ ] HUD 232
  - [ ] HUD 221(d)(3)
  - [ ] Other _____

b Building Type

- [X] Townhouse
- [X] Walkup Apartments
- [ ] Low Rise (2 or 3 stories with one or more elevators)
- [ ] Other _____
- [ ] Mid Rise (4 to 6 stories with one or more elevators)
- [ ] High Rise (7 or more stories with one or more elevators)

c Is it a Scattered Site project? [ ] Yes [X] No

Are the buildings contiguous? [X] Yes [ ] No

If not contiguous, and applying for low income housing tax credits, are all of the units in each of the buildings to be rent restricted and restricted to occupancy by qualified low income tenant in accordance with Section 42 of the Code? [ ] Yes [ ] No

d Was structure built before January 1, 1978? [X] Yes [ ] No

If yes, has structure been rehabilitated after January 1, 1978? [ ] Yes [X] No

Is the structure certified Lead Free? [ ] Yes [X] No

3. Occupancy Type

(Check only a maximum of two blocks)

- [X] General
- [ ] Elderly, age 55 and older [1]
- [ ] Mentally Disabled
- [ ] Seasonal Farm worker
- [ ] HIV/AIDS
- [ ] Housing for the Homeless
- [ ] Elderly, age 62 and older [1]
- [ ] Physically Disabled
- [ ] Mixed Income
- [ ] Other _____

[1] "Housing for older persons" as defined by the Fair Housing Act (42 U.S.C.A. 3601-3619)

4. Development Specifications

a.	Number of buildings	24
b	Number of stories	2
c	No. of elevators	0
d	Total number of units	69
e	Total number low income units	69

5. List community facilities and amenities planned for the development. Continue on a separate attachment if necessary.

Community Building

6. Project size per square footage - include all buildings:

Gross building area (include basements only if improved)	84,140
Gross commercial and all commercial related areas	N/A
Gross residential and residential related areas (Including community space solely used by residents)	84,140
Gross low income residential areas (Including community space solely used by residents)	84,140

7. Total land area 11.63 Acres

8. Total number of parking spaces 184

9. Site Information

a. Type of site control: X Agreement ☐ Option ☐ Deed ☐ Lease

For each parcel, identify type of site control and provide copies with this application. (Attach additional sheet, if necessary.)

Address	Site Control Type	Site Control Expiration Date
Groveton Village	Lease	November 16, 2001

b. Zoning:

1) Present zoning classification R3 – Medium Density Residential

2) Is the site properly zoned for the multifamily development? X Yes ☐ No

If no, is the site currently in the process of rezoning? ☐ Yes ☐ No

Is a zoning variance or exception required? ☐ Yes ☐ No

When is the zoning issue to be resolved? ___ _____ month _____ Year

c. Subdivision/Land-Use Approval

1) Is subdivision necessary for the development? ☒ Yes ☐ No

2) If yes, when is subdivision to be completed? December month 2000 year

3) Are anticipated township tap in, municipal charges, etc reflected in development budget?
☒ Yes ☐ No

d. Target Areas.

Is the site located in

1)	A Distressed Area	☐	Yes	☒ No
2)	An Empowerment Zone	☐	Yes	☒ No
3)	An Enterprise Community	☐	Yes	☒ No
4)	A Heritage Park	☐	Yes	☒ No
5)	Keystone Opportunity Zone	☐	Yes	☒ No

Attach any necessary supporting documentation thereto.

e. Historical Significance.

1) Is the site located within:

(a)	A Municipal Historic District	☐	Yes	☒ No
(b)	A Federal Historic District	☐	Yes	☒ No
(c)	An area that may have historical or archeological value	☐	Yes	☒ No

Document this determination by submitting a letter from the State Historic Preservation Office (SHPO)

2) Do any of the structures have historical significance which will be preserved?

☐ Yes ☐ No ☒ N/A

3) Is the building to be rehabilitated or demolished 50 or more years old?

☐ Yes ☐ No ☒ N/A

If yes, provide evidence that the Pennsylvania State Historic Preservation Office (SHPO) has been consulted regarding approval of the work to be completed

4) Is the demolition of any building(s) planned? ☒ Yes ☐ No

If yes, describe. Complete demolition and reconstruction of Groveton Village public housing community

5) Do the buildings qualify for the historic tax credit? ☐ Yes X No

If yes, list all buildings that qualify

f. Occupancy Status X Occupied ☐ Vacant

1) If occupied, X Residential ☐ Commercial
Indicate the number of units occupied and/or businesses ___ Residential ___ Commercial
Will the proposed site activity result in temporary or permanent displacement or relocation?
X Yes ☐ No

Explain: Residents will be relocated within Groveton Village to the greatest extent possible. See exhibit #42 for relocation plans.

Note: The sponsor must be prepared to absorb the necessary relocation expenses and should be reflected in the Development Budget.

2) If vacant, when was the site last occupied? ___

10 Community Support (Please provide the names of the community groups active in the proposed project's Primary Market Area).

	Organization	Contact Person	Telephone Number
a.	Residential Resources	Jeff Lengel	(412) 642-9033
b.	Groveton Resident	Fred Shay	(412) 262-7954
c.	Groveton Village Residents Council	Lynn Bonner	(412) 264-1082

11. Local Government Contact

Organization: Robinson Township
Contact Person: William Blumling
Position: Chairman
Telephone Number: (412) 788-8120

PENNSYLVANIA HOUSING FINANCE AGENCY (August 2000)

Groveton Village

12/14/00

D. DEVELOPMENT BUDGET

Prior to completing this development budget, please refer to the Agency's Fees and Maximum Allowable Development Costs Sections of the Pennsylvania Housing Finance Agency Multifamily Loan and/or Tax Credit Program Guidelines. If the applicant is requesting only Agency financing, then column 1 must be completed. If this core application is part of the tax credit application, then the applicant must complete columns 1,2, and 3

	1 Actual Costs	2 Basis for 4%	3 Basis for 9%
1. CONSTRUCTION COSTS (from Exhibit 1 - Preliminary Cost Estimate)			
General Requirements (Div. 1)	440,292		440,292
Building Demolition 308,984			
Selective Demolition 164,568			
Site Work 1,407,093			
Offsite Improvements 0			
Subtotal Site Work (Div. 2)	1,880,645		1,880,645
Structure(Div. 3 to 16)	5,576,049		5,576,049
Subtotal	7,896,986		7,896,986
Builder's Overhead	157,939		157,939
Builder's Profit	396,296		396,296
Bond Premium	48,779		48,779
Construction Contingency	236,910		236,910
Off-Site Improvements	0		0
Other 0	0		0
Total	8,736,910		8,736,910
2. FEES			
Arch Fee - Design 2.78% of $ 8,500,000	243,138		243,138
Arch Fee - Admin 0.93% of $ 8,500,000	81,046		81,046
Legal	65,000		65,000
Engineering			
Survey	125,000		125,000
Geotechnical, Traffic, Wetlands	12,500		12,500
Enviromental Audit	10,000		10,000
Property Appraisal	0		0
Market Study	7,500		7,500
Credit Report	0		0
Cost Certification	18,000		18,000
Other Water & Sewer Tap Fees	82,500		82,500
Other Engineering/Permits	135,000		135,000
Total	779,684		779,684
3. MISCELLANEOUS PROJECT CHARGES			
PHFA Application Fee	1,000		1,000
PHFA Closing Fee	0		0
Tax Credit Application Fees	1,000		1,000
Tax Credit Reservation and Allocation Fees	24,607		24,607

	1 Actual Costs	2 Basis for 4%	3 Basis for 9%
3. MISC. PROJECT CHARGES (continued)			
Furnishings (Common Area)	39,600		39,600
Relocation			0
Other: Legal -- ACHA (Syme)	175,000		175,000
Other: Relocation	75,000		75,000
Total	316,207		1,338,892
4. CONSTRUCTION & FINANCING CHARGES			
Construction Loan Interest	0		0
Construction period 12 months			
Construction Loan Origination Fee	0		0
Construction Loan Credit Enhancement			0
Construction Loan Application Fee	0		0
Taxes During Construction	20,000		20,000
Insurance During Construction	20,000		20,000
Title & Recording	30,000		30,000
Other: PHFA Fee	0		0
Total	70,000		70,000
5. PERMANENT FINANCING			
Permanent Loan Origination Fee	0		
Permanent Loan Credit Enhancement	0		
Cost of Issuance/Underwriters Discount	0		
Other -	0		
Total	0		
6. LAND & BUILDING PURCHASE			
Acquisition of Land	0		
Acquisition of Existing Structures	0		
Acquisition Legal Fees	0		
Closing Costs	0		
Demolition of Existing Structures (not shown in Construction Costs)			
Other: Transfer Tax	0		
Total	0		
7. REPLACEMENT COST (Total Sections 1 - 6)	9,902,801		10,925,486

6,741,469 221(d) 3 lit
7,752,689 115%

	1 Actual Costs	2 Basis for 4%	3 Basis for 9%
8. PROJECT RESERVES			
Rent-up Expenses [1]	65,000		
Operating Fund [2]	0		
Operating Deficit Reserve [3]	350,000		
Rental Subsidy Fund [4]	0		
Development Contingency Fund (DCF) [5]	0		
Real Estate Taxes (first year escrow)	11,895		
Insurance (first year escrow)	12,972		
Supportive Services Escrow	100,000		
Other	0		
Total	539,867		
9. DEVELOPER'S FEE & OVERHEAD			
a. Rehabilitation/New Construction	924,147		924,147
b. Acquisition Less Land			
Total	924,147	0	924,147
10. SYNDICATION FEES & EXPENSES			
Organizational	0		
Bridge Loan Interest During Construction	0		0
Bridge Loan Interest After Construction	0		
Bridge Loan Fees & Expenses	0		
Legal Fees	50,000		
Accountant's Fees	8,000		
Other	50,000		
Total	108,000		0
11. OTHER			
Tax Credit Compliance Monitoring Fee	27,600		
Other Self Sufficiency Services	10,000		
Other Arch. Reimb	20,000		20,000
Other Letter of Credit Fees	0		
Total	57,600		

1 An itemized breakdown of each of these costs must be provided.
2 "Operating Fund" denotes the projected deficit during the year of the rent-up period only.
3 "Operating Deficit Reserve" (PennHOMES Applicants Only) denotes projected on-going operating deficits which also is to include the projected deficit during the year of the rent-up period. If using this line do not use "Operating Fund" line.
4 Rental Subsidy is a voluntary fund established to subsidize rent and held in escrow by a third party. A narrative must be submitted to demonstrate source of funding and how it will be used to reduce rents.
5 PennHOMES Applicants must post cash or a letter of credit equal to 4% of the total agency funding requested.

	1 Actual Costs	2 Basis for 4%	3 Basis for 9%
12. TOTAL PROJECT COSTS (Sections 7 - 11)	11,532,415		7,665,616
Less portion of any grant or federal subsidy not to be included in basis			0
Less amount of non-qualified nonrecourse financing			0
Less amount of costs for commercial space or space that tenants will be charged			0
Less nonqualifying units of higher quality items			0
Less historic tax credit (residential portion)			0
13. ELIGIBLE BASIS		0	7,665,616
14. HIGH COST AREA (if applicable)		100%	100%
15. TOTAL ELIGIBLE BASIS		0	7,665,616
16. APPLICABLE FRACTION		96%	96%
17. TOTAL QUALIFIED BASIS		0	7,332,328
18. APPLICABLE PERCENTAGE		8.39%	8.39%
19. TOTAL TAX CREDIT REQUESTED		0	615,182
			615,182

E. SOURCES OF FUNDS

List the sources of financing and submit letter(s) of intent/commitment from the financial institution and any public entity providing the financing.

I. Construction Financing

	Source of Funds	Amount	Rate & Term of Loan
(1)	ACHA Comp. Grant (FIRM) (CONTACT PERSON & PHONE)	$ 6,603,517	AFR 40 accruing
(2)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(3)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(4)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(5)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(6)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(7)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(8)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(9)	Related Capital Company L.P. Equity (FIRM) Leonara Fernando, 212-521-6367 (CONTACT PERSON & PHONE)	$ 4,927,608	Not Applicable
(10)	Groveton Village Housing Partnership, L.P. (FIRM) Mark H. Dambly, 215-979-1100 (CONTACT PERSON & PHONE)	$ 1,291	Not Applicable
	Total Construction Financing	$ 11,532,415	

2 Permanent Financing (see Exhibit 2)

	Source of Funds	Amount	Rate & Term of Loan
(1)	ACHA Comp Grant (FIRM) (CONTACT PERSON & PHONE)	$ 6,603,517	AFR 40 accrueing
(2)	(FIRM) (CONTACT PERSON & PHONE)	$ -	
(3)	0 (FIRM) (CONTACT PERSON & PHONE)	$ -	
(4)	0 (FIRM) (CONTACT PERSON & PHONE)	$ -	
(5)	0 (FIRM) (CONTACT PERSON & PHONE)	$ -	
(6)	0 (FIRM) (CONTACT PERSON & PHONE)	$ -	
(7)	0 0 (FIRM) (CONTACT PERSON & PHONE)	$ -	
(9)	Related Capital Company L.P. Equity (FIRM) Leonara Fernando, 212-521-6367 (CONTACT PERSON & PHONE)	$ 4,927,608	Not Applicable
(10)	Groveton Village Housing Partnership, L. P. (FIRM) Mark H. Dambly, 215-979-1100 (CONTACT PERSON & PHONE)	$ 1,291	Not Applicable
	Total Permanent Financing	$ 11,532,415	

3 Credit Enhancement

a. Is the project receiving FHA mortgage insurance? ☐ Yes X No
HUD Insurance Number _____

b. Is the project receiving other credit enhancement? ☐ Yes X No
- ☐ PHFA
- ☐ Risk Sharing
- ☐ Other (describe)_____

4 Syndication Information (for all projects generating equity through syndication)

Type of Credit	Anticipated Credits	Investment Per Credit	Gross Investment
Low Income Housing	$ 615,182	0.801	$ 4,927,608
Historic Rehab			
State Enterprise Zone			
Neighbor. Assist. Program			
TOTAL	$ 615,182	0 801	$ 4,927,608

a Type of syndication offering: ☐ Public X Private
If public offering, identify firm.
If private offering, list investors (Attach added pages as necessary)

Related Capital Company
(FIRM)

Leonara Fernando
(CONTACT PERSON)

625 Madison Avenue
(STREET)

New York, NY 10022
(CITY, STATE, AND ZIP)

(212) 521-6367 (PHONE NUMBER) (212) 751-3574 (FAX NUMBER)

lfernando@related.com
(E-MAIL ADDRESS)

b. Type of investors: ☐ Individuals X Corporation

c. Syndicator Related Capital Company
(FIRM)

Leonara Fernando
(CONTACT PERSON)

625 Madison Avenue
(STREET)

New York, NY 10022
(CITY, STATE, AND ZIP)

(212) 521-6367 (PHONE NUMBER) (212) 751-3574 (FAX NUMBER)

lfernando@related.com
(E-MAIL ADDRESS)

d. Is bridge loan financing required? ☐ Yes X No

Bridge loan Provider

_____ (FIRM)

_____ (CONTACT PERSON)

_____ (STREET)

_____ (CITY, STATE, AND ZIP)

(___) _____ (PHONE NUMBER) (___) _____ (FAX NUMBER)

_____ (E-MAIL ADDRESS)

F. RECAP - SOURCES AND USES OF FUNDS

SOURCES OF FUNDS

Primary Financing		
ACHA	$	6,603,517
Debt	$	-
Interest-Bonds	$	-
Interest-Escrow	$	-
Other	$	-
PennHOMES		
Secondary Financing		
PHFA Primary Loan From Agency Bonds		
State (Non-Agency)	$	-
Federal HOME Investment Partnership Program (HOME)(Non-Agency)		
Local	$	-
Federal Home Loan Bank Board (FHLBB)	$	-
Energy Perf	$	-
Other CDBG	$	-
Grants that will not be repaid		
Community Development Block Grant (CDBG)	$	-
State	$	-
Federal HOME Investment Partnership Program (HOME)(Non-Agency)	$	-
Local	$	-
Federal Home Loan Bank Board (FHLBB)	$	-
Foundations	$	-
Other	$	-

Gross Syndication Proceeds	$	4,927,608
General Partner Contribution	$	1,291
Developer's Fee Reinvested	$	-
TOTAL SOURCES	$	11,532,415
TOTAL PROJECT COST (from Page 13, Line 12)	$	11,532,415

Total sources should equal total project costs

G RENTAL INCOME PROJECTIONS

No of B/R	No of Units	Avg Sq Feet (1)	Tenant Paid Rent	Rental Assistance Payment and Source (2)		Utility Allowance (3)	Total Housing Expense (4)	Targeted Income Level (5)
SRO								
EFF								
1 BR (6)	6	717	69	264	ACHA*	85	418	50% TC
2 BR	7	1,044	30	264	ACHA*	107	401	40% TC
	2	989	130	264	ACHA*	107	501	50% TC
(16)	6	1,044	130	264	ACHA*	107	501	50% TC
	1	1,044	399	264	ACHA*	107	770	80% TC
3 BR	7	1,337	57	264	ACHA*	142	463	40% TC
	8	1,396	192	264	ACHA*	124	580	50% TC
(12)	18	1,337	174	264	ACHA*	142	580	50% TC
	10	1,337	290	264	ACHA*	142	696	60% TC
	2	1,396	504	264	ACHA*	124	892	80% TC
4 BR	1	1,575	238	264	ACHA*	144	646	50% TC
(2)	1	1,575	367	264	ACHA*	144	775	60% TC
Total	69							

** See Certification of Subsidies - Exhibit 11*

1 If applying for Agency financing, see Multifamily Loan Guidelines (page 10) for acceptable unit sizes

2 If applicable, provide the amount and source of the subsidy
(I e . 40%, 50% or 60%) plus any of the following if applicable

S8FMR - Section 8 Fair Market Rent
RHS - 515 Rental Assistance
PBS8 - Project Based Section 8
HP - HOPE VI
O - Other (explain) _____

H - Federal HOME Program
HV - Housing Vouchers
SA - State Assistance

3 See program guidelines for appropriate utility allowance

4 If applying for Agency financing, this amount must not exceed the total housing expense found in Exhibit D of the Multifamily Loan Program Guidelines If applying for Low Income Housing Tax Credits only refer to the charts found in the Tax Credit Program Guidelines

5 State the percentage of median income to which the rents are targeted
(I e . 40%, 50% or 60% or MR - Market Rate)

CURRENT RENTALS - (Only if building is currently occupied)

No of B/R	No of Units	Avg Sq Feet (1)	Tenant Paid Rent	Rental Assistance Payment and Source (2)		Utility Allowance (3)	Total Housing Expense (4)	Targeted Income Level (5)
SRO								
EFF								
1 BR								
2 BR								
3 BR								
4 BR								
Total								

** *See Attached Sheets* **

Groveton Information - Prepared by MIS Department - November 22, 2000

Acct Number	Last Name	First Name	Sex	Age	Bedroom	Total Income	Monthly Rent	Relationship
180001	REDDIX	TRACY	F	24	3	$8,040.00	$141.00	HEAD
	LOWE	TYRA	F	0	3	$0.00		DAUGHTER
	REDDIX	TAJEE	F	4	3	$0.00		DAUGHTER
	REDDIX LOWE	TREONIA	F	2	3	$0.00		DAUGHTER
	LOWE	TEARLE	M	1	3	$0.00		SON
	LOWE	TAHJ	M	0	3	$0.00		SON
180004	KEALLY	JULIE	F	12	3	$0.00	$117.00	DAUGHTER
	KEALLY	BRIAN	M	15	3	$0.00		SON
	KEALLY	PATRICIA	F	16	3	$0.00		DAUGHTER
	KEALLY	JUDITH	F	50	3	$6,600.00		HEAD
	KEALLY	BRAD	M	10	3	$0.00		SON
180005	GIBBONS	JORDAN	M	18	3	$0.00	$298.00	FULL-TIME STUDENT
	GIBBONS	JOANNE	F	41	3	$12,870.00		HEAD
	GIBBONS	JOSEPH	M	14	3	$0.00		SON
180006	MCCLELLAN	MADELYN	F	49	2	$20,540.00	$502.00	HEAD
	MCCLELLAN	MATTHEW	M	19	2	$0.00		FULL-TIME STUDENT
180007	HANS-MARTIN	WANDEL	M	21	2	$0.00	$25.00	OTHER ADULT
	WANDEL	INGRID	F	55	2	$0.00		HEAD
180008	DORSEK	AUTUMN	F	1	3	$0.00	$112.00	DAUGHTER
	DORSEK	SHAWN	M	7	3	$0.00		SON
	DORSEK	SANDRA	F	26	3	$5,436.00		HEAD
180009	PHILLIPS	CHELSEA	F	12	3	$0.00	$116.00	DAUGHTER
	PHILLIPS	MELANIE	F	14	3	$0.00		DAUGHTER
	PHILLIPS	JENNIFER	F	17	3	$0.00		DAUGHTER
	PHILLIPS	TERESA	F	43	3	$6,473.00		HEAD
180010	DUFF JR	RICHARD	M	11	2	$0.00	$558.00	SON
	DUFF	MATTHEW	M	13	2	$0.00		SON

	DUFF	MARCIA-ANN	F	33	2	$17,160.00		SPOUSE
	DUFF	RICHARD	M	33	2	$31,720.00		HEAD
180011	BURTON	ELAINE	F	71	2	$8,905.00	$204.00	HEAD
180012	DOMEK	DENISE	F	30	3	$7,754.00	$158.00	HEAD
	WEBB	PORSHA	F	9	3	$0.00		DAUGHTER
	WEBB	KENDRA	F	6	3	$0.00		DAUGHTER
	COMBS	CAYLA	F	4	3	$0.00		DAUGHTER
180013	BUCK	JODEAN	F	47	1	$5,046.00	$291.00	SPOUSE
	BUCK	FRANCIS	M	64	1	$7,686.00		HEAD
180014	WALTON	IAN	M	6	2	$0.00	$89.00	SON
	WALTON	KIMBERLY	F	40	2	$4,416.00		HEAD
180015	CLEMMONS	KEINEN	M	8	2	$0.00	$192.00	SON
	CLEMMONS	RALPH	M	49	2	$11,052.00		HEAD
180016	RODGERS	TARRIAN	M	8	2	$0.00	$217.00	SON
	RODGERS	BOYD	M	41	2	$9,546.00		HEAD
180017	PHILLIPS	DAVID	M	42	2	$7,854.00	$179.00	HEAD
180018	WATSON	KENNETH	M	76	1	$6,708.00	$158.00	HEAD
180019	MCCORMICK	WILLIAM	M	69	1	$6,372.00	$149.00	HEAD
180020	BROOKS	TAIECE	F	6	2	$0.00	$25.00	DAUGHTER
	BROOKS	LONDON	F	0	2	$0.00		DAUGHTER
	JONES	TAMME	F	26	2	$0.00		HEAD
180021	WALLER	ADRIENE	F	42	2	$0.00	$25.00	HEAD
	PAWLISH	BLAKE	M	15	2	$0.00		SON
180023	THOMAS	MARQUITA	F	14	2	$0.00	$117.00	DAUGHTER

	THOMAS	IVY	F	44	2	$5,146.00		HEAD
180024	HESS	MICHELE	F	30	1	$8,790.00	$203.00	HEAD
180025	KEALLY	LAUREN	F	1	2	$0.00	$66.00	DAUGHTER
	KEALLY	MICHELLE	F	26	2	$3,600.00		HEAD
	KEALLY	ALLISON	F	5	2	$0.00		DAUGHTER
180027	ROBINSON	LORNA	F	34	2	$852.00	$25.00	HEAD
	ROBINSON	DONALD	M	8	2	$0.00		SON
180028	RAK	MARGARET	F	75	2	$8,652.00	$206.00	HEAD
180032	BRONAUGH	ELIJAH	M	1	3	$0.00	$223.00	SON
	BURTON	SHAI	M	15	3	$0.00		SON
	BURTON	ANTONIO	M	14	3	$0.00		SON
	BRONAUGH	TINA	F	37	3	$10,344.00		HEAD
	TURNER	ANDRE'L	M	18	3	$0.00		SON
180034	JAMISON	MATTHEW	M	6	2	$0.00	$133.00	SON
	WILLIAMS	TIFFANY	F	27	2	$9,984.00		HEAD
180035	HIRD	ROBERT	M	51	2	$7,500.00	$188.00	HEAD
180036	GREEN	DOCQWAHNA	F	0	3	$0.00	$114.00	DAUGHTER
	LANCASTER	TAMEKIA	F	22	3	$0.00		HEAD
	LANCASTER	ANTONIO	M	3	3	$6,473.00		SON
	LANCASTER	DA'WAYA	M	5	3	$0.00		DAUGHTER
	LANCASTER	RAHEIM	M	4	3	$0.00		SON
180037	LAMOND	ERICA	F	9	3	$0.00	$86.00	DAUGHTER
	LAMOND	MICHELLE	F	11	3	$0.00		DAUGHTER
	KLOBUCHIR	JENNIFER	F	15	3	$0.00		DAUGHTER
	KLOBUCHIR	PATRICIA	F	36	3	$5,356.00		HEAD
	LAMOND	JOSHUA	M	6	3	$0.00		SON

180038	FASHIAN	MICHAEL	M	34	2	$31,678.00	$558.00	HEAD
	FASHIAN	BETTY	F	34	2	$11,700.00		SPOUSE
	MICHAEL	FASHIAN JR	M	14	2	$0.00		SON
	FASHIAN	JUSTIN	M	12	2	$0.00		SON
180039	GRIFFITH	RUTH	F	55	2	$7,384.00	$185.00	HEAD
180040	BARON	DERRICK	M	20	3	$0.00	$25.00	OTHER ADULT
	BARON	MARYJO	F	45	3	$0.00		HEAD
180041	FISHER	DAVID	M	44	3	$21,788.00	$533.00	HEAD
	FISHER	JENNIFER	F	21	3	$0.00		DAUGHTER
	FISHER JR	DAVID	M	16	3	$0.00		SON
180042	LEE	KEITH	M	46	2	$6,473.00	$140.00	HEAD
	LEE	GRACESON	M	8	2	$0.00		SON
180044	ULIZZI	SCOTTY	M	10	3	$0.00	$96.00	SON
	ULIZZI	JUSTIN	M	12	3	$0.00		SON
	ULIZZI	BRANDY	F	14	3	$0.00		DAUGHTER
	ULIZZI	ANNE	F	32	3	$5,283.00		HEAD
180045	FISHER	GARY	M	47	3	$4,332.00	$132.00	SPOUSE
	FISHER	DEBORA	F	43	3	$2,250.00		HEAD
180047	HENDERSON	MARGARET	F	80	2	$7,650.00	$104.00	HEAD
180048	PAPA	JANET	F	52	3	$5,980.00	$149.00	HEAD
180049	DEWITT	BEULAH	F	60	2	$6,473.00	$152.00	HEAD
180051	REDDIX	TANYA	F	22	2	$17,680.00	$298.00	HEAD
	REDDIX	TIONNA	F	0	2	$0.00		DAUGHTER

	DEAN	CHRISTOPHER	M	4	2	$0.00		SON
180052	SMOLA	DIANA	F	48	2	$6,688.00	$155.00	HEAD
	GRAY	JUSTIN	M	17	2	$0.00		SON
180053	STEVENS	CHERYL	F	43	3	$0.00	$25.00	HEAD
	BROWN	NICOLE	F	18	3	$0.00		DAUGHTER
	LAVRICH	HENRY	M	5	3	$0.00		SON
180054	GIBB	LOUISE	F	84	2	$6,713.00	$158.00	HEAD
180056	SALLADE	SHAWN	M	6	3	$0.00	$202.00	SON
	SALLADE	CHERYL	F	3	3	$0.00		DAUGHTER
	PARGEON	TINA	F	28	3	$9,048.00		HEAD
	SALLADE	ROBERT	M	30	3	$0.00		OTHER ADULT
180057	HENDERSON	SHIRLEY	F	60	2	$6,473.00	$152.00	HEAD
180058	SIMS	MAGDOLLYN	F	18	2	$2,148.00	$558.00	FULL-TIME STUDENT
	BONNER	ROBERT	M	56	2	$24,272.00		HEAD
	BONNER	LYNN	F	44	2	$2,148.00		SPOUSE
	BONNER	CAROL	F	15	2	$2,148.00		DAUGHTER
180059	KARKALLA	SHIRLEY	F	52	2	$7,800.00	$195.00	HEAD
180060	WHITE	TAUNYA	F	38	2	$15,288.00	$359.00	HEAD
	KRATSAS	ERIC	M	13	2	$0.00		SON
	KRATSAS	DANIEL	M	11	2	$0.00		SON
180061	ROBINSON	LA'QUON	M	12	3	$0.00	$380.00	SON
	ROBINSON	EFENNI	F	3	3	$0.00		DAUGHTER
	ROBINSON	LISA	F	30	3	$16,614.00		HEAD
	SHORT	TAZAYA	F	1	3	$0.00		DAUGHTER
180062	ROPPA	FLOYD	M	79	2	$9,594.00	$216.00	HEAD

180064	GRACYK	ALIYAH	F	6	3	$0.00	$174.00	DAUGHTER
	GRACYK	EUGENE	M	7	3	$0.00		SON
	GRACYK	SHAWNA	F	8	3	$0.00		DAUGHTER
	GRACYK	ROXIE	F	10	3	$0.00		DAUGHTER
	GRACYK	MELODY	F	26	3	$8,866.00		HEAD
180069	WHITE	MICHELLE	F	32	3	$13,380.00	$299.00	HEAD
	WHITE	NICOLE	F	13	3	$0.00		DAUGHTER
	WHITE	RANDY	M	12	3	$0.00		SON
	DELUCA	JOSEPH	M	7	3	$0.00		SON
180074	MONTGOMERY	DONALD	M	45	3	$2,772.00	$111.00	HEAD
	LEOGUE	AMANDA	F	13	3	$1,032.00		DAUGHTER
	MONTGOMERY	KATHERINE	F	9	3	$1,032.00		DAUGHTER
	MONTGOMERY	MATTHEW	M	7	3	$1,032.00		SON
180080	SHAY JR	FRED	M	48	1	$6,473.00	$152.00	HEAD
180085	JOHNSON	WALTER	M	50	2	$8,988.00	$215.00	HEAD
180089	TYLER	SHANELL	F	0	2	$0.00	$255.00	DAUGHTER
	TYLER	SHAMIKA	F	23	2	$11,172.00		HEAD
	TYLER	SHAQJUAN	M	4	2	$0.00		DAUGHTER
180096	SHEYKO	LIDIYA	F	63	2	$4,876.00	$222.00	SPOUSE
	SHEYKO	LEONTIY	M	64	2	$4,876.00		HEAD
	SHEYKO	IRINA	F	20	2	$0.00		FULL-TIME STUDENT
						$552,979.00	$11,117.00	

H. ANNUAL OPERATING BUDGET (Refer to Instructions in Exhibit B)

		Year of Occupancy
1	Gross Rental Income	100,512
2	Apt. Vacancy	(5,026)
3	Net Rental Income	95,486
4	Commercial Income	-
5	Comm. Vacancy	-
6	Net Commercial Income	-
7	Laundry/Vending Income	2,542
8	Miscellaneous Income	220,809
9	**TOTAL REVENUE**	318,837
10	Marketing	2,000
11	Office	1,500
12	Mgmt Fee	18,925
13	Legal	3,000
14	Audit	5,000
15	Telephone	2,000
16	Miscellaneous Admin.	1,000
17	Other Bad Debts	2,500
18	**TOTAL ADMIN. EXPENSE**	35,925
19	Fuel Oil	-
20	Electric	12,000
21	Natural Gas	5,000
22	Water	18,500
23	Sewer	22,800
24	Other Utility Allowances	85,872
25	**TOTAL UTILITIES**	144,172
26	Janitor Supplies	-
27	Extermination	-
28	Rubbish Removal	7,000
29	Security Payroll	-
30	Grounds/Parking Maint	-
31	Repairs Materials	13,000
32	Repairs Contract	9,000
33	Elevator Maintenance	-
34	HVAC Maintenance	-
35	Painting and Decorating	-
36	Misc Operating and Maint	1,500
37	Other	-
38	**TOTAL OPER. & MAINT. EXPENSE**	30,500

		Year of Occupancy
39	Office & Admin Salaries	
40	Manager Salaries	17,500
41	Janitor's Salaries	-
42	Maint. Salaries	25,421
43	Employers Payroll Tax	18,200
44	Workman's Comp	1,816
45	Employee Benefits	-
46	Employee Apt Rent	-
47	Other	-
48	**TOTAL PAYROLL EXPENSE**	62,937
49	Real Estate Taxes (PILOT)	25,000
50	Misc Taxes and Permits	-
51	Property & Liab. Ins	2,962
52	Misc. Insurance	91
53	Other	-
54	**TOTAL TAXES & INSURANCE**	28,053
55	**TOTAL SUPPORTIVE SERVICES EXP**	-
56	Replacement Reserve	17,250
57	Project Equipment Purchases	-
58	Other	-
59	Other	-
60	Investor Service Fee	-
61	**TOTAL RESERVES AND CAPITAL**	17,250
62	**TOTAL OPERATING DISBURSEMENT:**	318,837
63	**NET OPERATING INCOME**	-
64	Primary Debt Service	-
65	Service Fee	-
66	Cr. Enhance %	-
67	**TOTAL PRIMARY DEBT SERVICE**	-
68	**INITIAL CASH FLOW**	-
69	**DEBT SERVICE COVERAGE** Line 63/Line 67	-
70	PennHOMES Debt Service	-
71	Other	-
72	Other	-
73	**TOTAL DEBT SERVICE**	-
74	**SECONDARY CASH FLOW**	-

Groveton Village

Operating Budget Narrative

Prepared December 13, 2000

Line Item							
1	**Gross Rental Income**			Rent		Total Income	**$100,512**
	One Bedroom (50%)	6 units at		$69	=	$414	
	Two Bedroom (40%)	7 units at		$30	=	$210	
	Two Bedroom (50%)	2 units at		$130	=	$260	
	Two Bedroom (50%)	6 units at		$130	=	$780	
	Two Bedroom (80%)	1 units at		$399	=	$399	
	Three Bedroom (40%)	7 units at		$57	=	$399	
	Three Bedroom (50%)	8 units at		$192	=	$1,536	
	Three Bedroom (50%)	18 units at		$174	=	$3,132	
	Three Bedroom (80%)	2 units at		$504	=	$1,008	
	Four Bedroom (50%)	1 units at		$238	=	$238	
		58				$8,376	x 12 months
2	**Vacancies**						5,026
	5% of gross rental income						
7	**Laundry & Vending Income**						2,542
8	**Miscellaneous Income**						220,809
	Public Housing Subsidy, 69 units at	$ 183,744	plus				
	Other ACHA program subsidies	$ 31,162					
	One Bedroom (50%)	6 units at		$264	=	$1,584	
	Two Bedroom (40%)	7 units at		$264	=	$1,848	
	Two Bedroom (50%)	2 units at		$264	=	$528	
	Two Bedroom (50%)	6 units at		$264	=	$1,584	
	Two Bedroom (80%)	1 units at		$264	=	$264	
	Three Bedroom (40%)	7 units at		$264	=	$1,848	
	Three Bedroom (50%)	8 units at		$264	=	$2,112	
	Three Bedroom (50%)	18 units at		$264	=	$4,752	
	Three Bedroom (80%)	2 units at		$264	=	$528	
	Four Bedroom (50%)	1 units at		$264	=	$264	
		58				$15,312 = x 12 months	$ 183,744
	NSF & Late Charges						$ 1,500
	Interest Income						$ 4,403
10	**Marketing**						2,000
	Brochures, advertising, handbooks						
11	**Office**						1,500
	General office supplies,Copier/fax supplies, Postage and miscellaneous						
12	**Management Fee**						18,925
	6% of Total Rent plus Subsidy						
13	**Legal**						3,000
	Eviction related						
14	**Audit**						5,000
	Tax return preparation						

Groveton Village

Operating Budget Narrative

Prepared December 13, 2000

Line Item			Total	
15	**Telephone and Answering Service** Basic, long distance, paging and answering service			2,000
16	**Miscellaneous Administration** Seminars/conferences Travel and related expenses Credit reports/criminal histories Miscellaneous		250 250 250 250	1,000
17	**Other Administrative Expenses** Bad debts - estimated			2,500
20	**Electric** Estimated site lighting, management office, community and vacant unit provision			12,000
21	**Natural Gas** Estimated management office, community and vacant unit provision			5,000
22	**Water** Estimated provision			18,500
23	**Sewer** Estimated provision			22,800
24	**Other** Utility Allowance			85,872
26	**Janitor and Cleaning Supplies** (Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)			-
27	**Exterminating Contract** (Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)			-
28	**Garbage and Trash Removal** Estimated monthly service			7,000
29	**Security Payroll/Cntr** (Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)			-
30	**Grounds/Parking** (Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)			-
31	**Repairs Materials** General supplies	Actually Maintenance & Operating Materials		13,000
32	**Repairs Contract** General repairs	Actually Maintenance & Operating Contracts		9,000
34	**HVAC Maintenance**			

Groveton Village

Operating Budget Narrative

Prepared December 13, 2000

Line Item		Total
	(Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)	
35	**Painting and Decorating** (Charged to Maintenance & Operating Contracts or if done in-house charged to Maintenance & Operating Materials)	-
36	**Misc Operating and Maintenance**	1,500
40	**Manager's Salary** Site manager & Bookeeping (Allocated time)	17,500
42	**Maint. Salaries** Actually Maintenance & Operating Labor (Grounds, Cleaning, Repair & Maintenance Allocated Time)	25,421
43	**Employers Payroll Taxes** Actually All Fringe Benefits	18,200
44	**Workers' Compensation** Allocated & Direct Cost	1,816
49	**Real Estate Taxes** Exempt, PILOT	25,000
51	**Property and Liability Insurance** Based upon existing policy rates	2,962
52	Fidelity Bond Insurance	91
55	**Supportive Services Expense** Expenses for holiday gatherings, special events, etc.	-
56	**Reserve for Replacement** $307 per unit per year	17,250

Groveton Village

Rent-Up Budget

12/13/00

Manager's Salary, Payroll Taxes and Benefits (Includes 90 Days prior to construction completion)		9,500
Maintenance Salary		6,900
Janitor's Salary		5,750
Temporary Secretary Salary Payroll Taxes and Benefits (90 pre-lease period through rent-up)		12,750
Maintenance Supplies, Tools, Etc.		7,500
Payroll Taxes, Workers Compensation, Health Insurance and othe Benefits		2,200
Administrative Expenses		8,400
Postage	3000	
Mileage	1400	
Telephone, Answering Service	1500	
Office Supplies	2500	
Office Equipment		7,500
Marketing Costs (Including newspaper ads for apartments)		4,500
TOTAL		65,000

EXHIBIT A

PENNSYLVANIA HOUSING FINANCE AGENCY
PRELIMINARY CONSTRUCTION COST ESTIMATE

Project: Groveton Village

Applicant: Groveton Village housing Partnership, L.P

PHFA #: 0

Form Completed by: Applicant in Consultation with Contractor, Mistick Construction

Date: 12/13/00

Div #	Description		Cost
1	General requirements (not to exceed 6% of Div.'s 2- 16)	5.90%	440,292
2	Building Demolition	308,984	
	Selective Demolition	164,568	
	Site Work	1,407,093	
	Offsite Improvements	0	
		Subtotal	1,880,645
3	Concrete		376,724
4	Masonry		415,985
5	Metal		18,225
6	Carpentry		1,468,922
7	Moisture Protection		567,934
8	Windows & Doors		454,588
9	Finishes		780,388
10	Specialties		30,933
11	Equipment		52,335
12	Furnishings		152,715
13	Special Construction		0
14	Conveying Systems		0
15a	Plumbing		479,000
15a	Fire Protection		0
15c	Heating, Ventilating & Air Conditioning		295,300
16	Electrical		483,000
	Subtotals Divisions 1 through 16		7,896,986

PENNSYLVANIA HOUSING FINANCE AGENCY
PRELIMINARY CONSTRUCTION COST ESTIMATE (con't)

Subtotal Divisions 1 through 16		7,896,986
Builder's Overhead	2.00%	157,939
Builder's Profit	5.02%	396,296
Bond Premium		48,779
Construction Contingency*		236,910
Other		0
TOTAL CONSTRUCTION COSTS		8,736,910

PROJECT INFORMATION

Est Construction Period: 12 Mos.

Estimated Starting Date: 11/01/01

No of Dwelling Units: 69

Gross Building Sq Ft: 84,140

Wage Determination:
(Check category and provide documentation evidencing determination)

Open Shop

Union Shop

Davis Bacon:
Residential X
Commercial

State Prevailing Wage

* For Agency Financed Projects(% is based on Subtotal Div 1 through Div 16);
Nonprofit Applicants
5% - New Construction
10% - Moderate or Substantial Rehabilitation

For profit Applicants
3% - New construction
5% - Moderate or Substantial Rehabilitation

or Amount as Determined by Agency

Exhibit B

INSTRUCTIONS TO COMPLETE OPERATING BUDGET AND NARRATIVE

The following descriptions are included to facilitate the preparation of the Operating Budget. For projects seeking Agency financing, they represent the key items the Applicant must consider when preparing the Operating Budget and Narrative.

1 **Gross Rental Income** - Annual gross income based on the monthly rents and unit configuration listed on page 21.

2 **Apartment Vacancy** - A minimum of 5% is required.

3. **Net Rental Income** - Subtract line 2 from 1.

4. **Commercial Income** - Specify square footage and annual rent per square foot for each commercial space.

5. **Commercial Vacancy** - A minimum of 10% is required.

6 **Net Commercial Income** - Subtract line 5 from 4.

7. **Laundry/Vending Income** - Laundry income specifying owned or leased machines. If leased, reflect only the net project income.

8 **Miscellaneous Income** - Other substantial revenue. Specify source(s).

9. **Total Revenue** - Add lines 3, 6, 7, 8.

10. **Marketing** - Expenses for the ongoing rental of the units. Include advertising, marketing, commissions and referral fees

11 **Office** - Office expenses for an on-site office only.

12 **Management Fee** - Indicate the fee factor, or fee per unit, the Management Agent will accept as total compensation for services, and apply the factor to line 9. This is subject to Agency approval.

13 **Legal** - Budget only the legal fees and costs directly related to project operations. Partnership and syndication expenses are not project operating expenses.

14. **Audit** - Fees to prepare the annual audited financial statements. A written quote is required for projects of 12 units or more.

15. **Telephone** - Costs for telephone, answering service and beeper rental.

16 **Miscellaneous Administrative Expense** - Anticipated costs of home visits, credit reports and miscellaneous overhead expenses.

18. **Total Administrative Expense** - Total lines 10 through 17

19-24. **Utilities** - Utility costs by the respective line items for all annual utilities paid by the project. Include common areas and an allowance for tenant paid utilities which may be required for vacant apartments. Include on each line item the anticipated consumption and unit cost.

25. **Total Utilities** - Total of lines 19 through 24.

26 **Janitor Supplies** - Cost of cleaning supplies. Also include contracted services and indicate if they will be utilized.

27. **Extermination** - Costs of exterminating supplies and contracted services.

28. **Rubbish** - Cost of scheduled trash removal. Indicate whether services are provided by the municipality or an outside contractor. For projects seeking Agency financing, a bid may be required.

29. **Security Payroll/Contract** - Maintenance cost for the tele-entry and fire alarm systems. Include the cost of on-site personnel, indicating hours of coverage and hourly wage.

30. **Grounds & Parking Maintenance** - Landscape maintenance, snow removal and minor repairs to the parking area. Also include contracted services and indicate if they will be utilized.

31. **Repairs Material** - Supplies, tools, appliance repair, etc. to maintain the project. Include items of significant value on line 57, Projected Equip. Pur./Cap. Improvement.

32. **Repairs Contract** - Repairs and maintenance not performed by on site personnel. Indicate whether outside contractors or management agent staff will be utilized.

33. **Elevator Maintenance** - Estimate the cost of a full preventive maintenance contract, which is required by the Agency. For projects seeking Agency financing, a bid may be required.

34. **HVAC Maintenance** - The cost for HVAC maintenance. Indicate if contracted services will be utilized.

35. **Painting and Decorating** - For projects financed by the Agency, $20 per room per year is required.

Unit Size	Number of Rooms
SRO	1.5
EFF	2.5
1 Bdrm	3.5
2 Bdrm	4.5

Unit Size	Number of Rooms
3 Bdrm	5.5
4 Bdrm	6.5
5 Bdrm	7.5

36. **Miscellaneous Operating & Maintenance** - Include any expenses that are not specifically budgeted on lines 26 through 35.

38. **Total Operating and Maintenance Expense** - Total lines 26 through 37.

39. 39-42. **Project Payroll** - Budget the payroll costs by the respective line items for all project personnel. Include hours/week and hourly rate for each person. See payroll breakdown below:

No	Description	FT/PT	Employee Fringe Benefits*	Wages	Rental Value of Quarters	Total

*Including employee payroll taxes, worker's compensation and all other employee benefits.

43-45. **Employer Payroll Tax through Employee Benefits** - Required taxes and insurance plus optional benefits. Indicate calculation by line item.

46. **Employee Apartment Rent** - Annual rental value of the on-site personnel's unit. Show calculation.

48. **Total Payroll Expense** - Total lines 39 through 47.

49. **Real Estate Taxes** - Provide a detailed calculation of taxes at full assessment after rehabilitation or construction. Include estimated assessment and millage.

    For projects seeking Agency financing, a letter from the tax assessor may be required. Submit all current year tax invoices.

50. **Miscellaneous Taxes & Permits** - Additional property taxes, such as business privilege taxes, which are not included on line 49. Also include occupancy permit fees.

51. **Property & Liability Insurance** - A written quote is required for projects of 12 units or more illustrating the cost of hazard, general liability and boiler & machinery premiums.

52. **Miscellaneous Insurance** - Insurance coverage not included on line 51.

54. **Total Taxes and Insurance** - Total lines 49 through 53.

55. **Supportive Services** - Cost for an ongoing supportive services program, including staffing and contracted services, if proposed.

56. **Replacement Reserve** - For projects financed by the Agency the replacement reserve should be calculated using $228 per unit for elderly, $307 per unit for general or family, and $140 per unit for single room occupancy projects. These figures are subject to Agency adjustment.

57. **Project Equipment Purchases** - Identify each anticipated purchase or property improvement.

58-59. **Other** - Significant costs that are not budgeted on the established line items.

60. **Investor Service Fee** - Annual fee charged by equity investor, if applicable.

61. **Total Reserves and Capital Expenditures** - Total lines 56 through 60.

62. **Total Operating Disbursements** - Total lines 18, 25, 38, 48, 54, 55, and 61.

63. **Net Operating Income** - Subtract line 62 from line 9.

64. **Primary Debt Service** - The mortgage which the project can support is determined by using a debt service coverage ratio of 115% based upon line 63.

65. **Service Fee** - Refer to Multifamily Loan Program Guidelines, page 15.

66. **Credit Enhancement** - Refer to Multifamily Loan Program Guidelines, page 16.

67. **Total Primary Debt Service** - Add lines 64, 65, and 66.

68. **Initial Cash Flow** - Subtract line 67 from line 63.

69. **Debt Service Coverage** - Divide line 63 by line 67. Refer to Guidelines for specific debt service requirements under the program(s) for which you are applying.

70. **PennHOMES Debt Service** - If cash flow (line 68) allows, calculate repayment of this debt. Refer to Multifamily Loan Program Guidelines, page 24.

71-72. **Other** - Debt Service (other than PennHOMES), if applicable.

73. **Total Debt Service** - Total lines 70 through 72.

74. **Secondary Cash Flow** - Subtract line 73 from line 68.

Exhibit C

PENNSYLVANIA HOUSING FINANCE AGENCY

IDENTITY OF INTEREST

Owner/Taxpayer hereby certifies that it is neither related to nor has a substantial financial interest in any other party involved in the development of the project. (For example: Lender, Contractor, Architect, and Management Agent)

An identity of interest may exist: (1) when there is any financial interest of the other party; (2) when one or more of the officers, directors, stockholders, or partners of the owner/taxpayer is also an officer, director, stockholder or partner of the other party; (3) when any officer, director, stockholder or partner of the owner/taxpayer has any financial interest whatsoever in the other party; (4) when the other party advances any funds to the owner/taxpayer; (5) when the other party provides and pays on behalf of the party of the owner/taxpayer the cost of any legal services, architectural services or engineering services other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with obligations under the construction contract; (6) when the other party takes stock or any interest in owner/taxpayer as part of the consideration to be paid; and (7) when there exists or comes into being any side deals, agreements, contract or undertakings entered into thereby altering, amending or canceling any of the required closing documents except as approved by PHFA.

In the event Owner/Taxpayer is related to a party involved in the development of the project, please identify the parties and the relationship.

PARTY	RELATIONSHIP
Ohio Valley Housing-GP, Inc.	Affiliate of the Allegheny County Housing Authority

Project Name: Groveton Village Phase One

Owner/Taxpayer Name: Groveton Housing Partnership, L.P.

Signature: Frank Aggazzi

Exhibit D

PENNSYLVANIA HOUSING FINANCE AGENCY

2101 North Front Street

P.O. Box 8029

Harrisburg, Pennsylvania 17105-8029

(717) 780-3881

(800) 346-3597 TDD

NOTIFICATION
CHIEF EXECUTIVE OFFICER

The chief executive officer of the local jurisdiction in which the project is to be located must be notified by the Agency. Please provide the following information regarding this notification.

William Blumling
Name

Chairman
Title

Township of Robinson
Jurisdiction

1000 Church Hill Road
Address

Pittsburgh, PA 15205-9006
City, State, Zip

(412) 788-8120
Telephone Number (Include area code)

Exhibit E

PENNSYLVANIA HOUSING FINANCE AGENCY
RENTAL HOUSING MARKET ANALYSIS SCOPE OF SERVICES

(For Senior Housing with Supportive Services Projects, please contact the Agency)

I. HOUSING MARKET ANALYSIS

A. The following information regarding Existing Supply of Rental Apartments must be included.

(1) A description of existing comparable projects, including but not limited to:

(a) Name, location, type of design, number of units, rental levels, number of bedrooms and baths for each unit type, kitchen equipment, type of utilities (state whether paid by tenant or owner), amenities included, occupancy rate, and absorption history.

(b) The attached form, Estimates of Market Rent by Comparison (Form HUD 92273), is to be used in providing a description of comparable projects. (Note: Lines 1-20 are to be used).

(2) Include the name of current owner, contact person, and phone number for each project.

(3) Attach photos of each comparable and the subject property.

(4) Determine the approximate rent per square foot per month and approximate utility cost by unit type.

(5) Define the primary and secondary market areas. Indicate whether the comparables are within the primary or secondary market areas. Provide a narrative illustrating the factors that were used in determining the primary and secondary markets areas.

(6) Provide map(s) identifying the primary and secondary market areas as well as the cited comparables. (If the identified market area encompasses more than one zip code, identify all zip codes within that market area).

(7) Identify number of people on waiting lists at comparables

B. The subject's estimated monthly absorption rate should be based on the rent up periods of recent projects in the market area. Estimates should be supported by the targeted rental population and provided by unit type.

C. An estimated vacancy rate for the primary market area must be provided.

D. An estimated ongoing annual vacancy rate must be provided.

E. An estimated annual turnover for the project must be provided.

F. The report should either provide evidence to support the proposed project or provide recommendations and/or suggest modifications which may improve the project's marketability. This includes analyzing the proposed site for accessibility to shopping locations and compatibility of surrounding land uses

G. Provide detailed information regarding any market related weaknesses apparent in the subject property.

H. The Market Analyst will interview and survey neighborhood groups, grassroots organizations, local community development corporations, and potential tenant populations to determine support and interest for the proposed project. These findings are to be documented in the Market Study Report.

I. If the proposed housing development is located in a participating jurisdiction that has developed a Comprehensive Housing Plan (CHP), the market analyst must review the CHP and document whether the proposal complies with the recommendations of the CHP.

J. Review projected new multifamily developments in the primary market area and determine the impact on the proposed housing development.

K. Provide detailed information outlining the methodology used to quantify the target population.

L. Provide the number of renter and homeowner households in the primary market area by age and income qualifications. The minimum household income being used for total housing expenses should not exceed 40% for general occupancy or 45% for elderly occupancy.

M. Compute the capture percentage rate for the qualified households to the projected number of units being proposed. A capture rate of greater than 10% is generally considered a failure unless justification is provided.

N. In addition to the initial capture rate (as computed above in section N), a separate capture rate is required which incorporates both the number of units proposed for the subject property, and the number units of existing and proposed low income tax credit properties in the primary market area.

O. Document the need for the proposed housing units by completing the Housing Needs Assessment Form Exhibit G, and include any supporting documentation.

P. Estimate real estate taxes

Q. Provide name and address of any subsidized projects located within the primary market area, including rental experience.

II. FINANCING REQUIREMENTS (if applicable)

A. In determining the demand for rental apartment units in the market area, a detailed analysis of the income levels of the potential tenants should be completed. The following income and rent restrictions shall be incorporated into the income analysis:

(1) **Tax-Exempt Financing and/or Tax Credit Restrictions:**
The market analyst must address the requirement for tax-exempt financing and/or tax credit restrictions that at least 20% or 40% of the proposed units must be rent restricted and occupied by low and moderate income families, defined as families having income less than 50% or 60%, respectively, of the median income for that area based on bedroom size. Gross rents (including utilities) on qualified low-income units cannot exceed 30% of the applicable income limit. An initial rent-up review must be conducted in order to maintain this ratio once 10% of the units are occupied. The median income for Allegheny County is $ 44,600 which must be adjusted for bedroom size.

(2) **Taxable Financing Restrictions:**
Agency policy for taxable financing requires that 20% of all units have rents affordable to households at or below 80% of area median income. There is no adjustment for household size.

(3) **PennHOMES Program Restrictions:**
Agency policy for the PennHOMES Program requires that all units served by the PennHOMES Program have rents affordable to households at or below 60% of area median income. There is no adjustment for household size.

III. DATES OF COMPLETION ON PRELIMINARY AND FINAL REPORTS

Four written copies of the preliminary report shall be submitted to the Pennsylvania Housing Finance Agency by the applicant prior to the application deadlines.

Your submission of the data specifically authorize the Agency to use, disseminate and rely on all the information submitted.

Attachment
8/31/2000

Exhibit F

Not Applicable, More Than 20 Units, See Exhibit 34 – Market Study

RENTAL MARKET ASSESSMENT

Projects with less than 20 units may use this form in lieu of submitting a market study. Please note that if the Agency's review of the Rental Market Assessment information determines the capture rate to be greater than 10%, the Agency will require a Market Study for the project.

1. Primary Market Area (Geographical area from which you expect to draw your tenants; by Census Tract or Municipality).

_____

_____

2. Number of income qualified (and age qualified, if applicable) households within the above defined Primary Market Area:

_____

_____

3. Capture Rate: the capture rate is the number of age and income qualified renter and homeowner households which would have to be "captured" in order to fill the number of units proposed, expressed as a percentage. A capture rate greater than 10% is generally considered a failure unless justification is provided. Steps to determine the capture rate are:

   a. Age is determined by the population you intend to serve.

   b. To determine qualified household income, the total housing expense (rent + utilities) should not exceed: 40% for general occupancy
      45% for elderly occupancy

   c. Number of age and income qualified renter and homeowner households in the primary market area

      At or below 50% of area median income _____

      51% to 60% of area median income _____

      Total Age and Income Qualified Households _____

   d. # of Units _____ / Total Age and Income Qualified Households _____ = ____ %

   e. At or below 50% of area median income _____%

      51% to 60% of area median income _____%

      Other (i.e. 40% of area median income) _____%

4. Provide Name and Address of any subsidized housing projects within primary market area. (Attach additional sheet, if necessary)

_____

_____

_____

_____

_____

_____

5 Comparables (Similar rental properties should be located within the Primary Market Area; Do Not Use Rent Subsidized Projects). Two photos of each comparable are to be attached. A minimum of three comparables must be submitted.

a. Name of Property: _____

Address: _____

Distance From Proposed Project: _____

Is it within Primary Market Area: ☐ Yes ☐ No

Type: ☐ Walkup ☐ Elevator ☐ Row

Source: _____

Telephone No. of Source: _____

Amenities:

Gas	☐ Included in Rent	☐ Not Included in Rent
Oil	☐ Included in Rent	☐ Not Included in Rent
Electric	☐ Included in Rent	☐ Not Included in Rent
Water	☐ Included in Rent	☐ Not Included in Rent
Sewer	☐ Included in Rent	☐ Not Included in Rent

Number of Units	Number of Bdrms	Number of Baths	Square Feet	Rents	Vacancy (%)

b. Name of Property: _____

Address: _____

Distance From Proposed Project: _____

Is it within Primary Market Area: ☐ Yes ☐ No

Type: ☐ Walkup ☐ Elevator ☐ Row

Source: _____

Telephone No. of Source: _____

Amenities:

Gas	☐ Included in Rent	☐ Not Included in Rent
Oil	☐ Included in Rent	☐ Not Included in Rent
Electric	☐ Included in Rent	☐ Not Included in Rent
Water	☐ Included in Rent	☐ Not Included in Rent
Sewer	☐ Included in Rent	☐ Not Included in Rent

Number of Units	Number of Bdrms	Number of Baths	Square Feet	Rents	Vacancy (%)

c. Name of Property: _____

Address: _____

Distance From Proposed Project: _____

Is it within Primary Market Area: ☐ Yes ☐ No

Type: ☐ Walkup ☐ Elevator ☐ Row

Source: _____

Telephone No. of Source: _____

Amenities:

Gas	☐ Included in Rent	☐ Not Included in Rent
Oil	☐ Included in Rent	☐ Not Included in Rent
Electric	☐ Included in Rent	☐ Not Included in Rent
Water	☐ Included in Rent	☐ Not Included in Rent
Sewer	☐ Included in Rent	☐ Not Included in Rent

Number of Units	Number of Bdrms	Number of Baths	Square Feet	Rents	Vacancy (%)

d. Name of Property: _____

Address: _____

Distance From Proposed Project: _____

Is it within Primary Market Area: ☐ Yes ☐ No

Type: ☐ Walkup ☐ Elevator ☐ Row

Source: _____

Telephone No. of Source: _____

Amenities:

Gas	☐ Included in Rent	☐ Not Included in Rent
Oil	☐ Included in Rent	☐ Not Included in Rent
Electric	☐ Included in Rent	☐ Not Included in Rent
Water	☐ Included in Rent	☐ Not Included in Rent
Sewer	☐ Included in Rent	☐ Not Included in Rent

Number of Units	Number of Bdrms	Number of Baths	Square Feet	Rents	Vacancy (%)

Exhibit G

HOUSING NEEDS ASSESSMENT FORM

This required form is the minimum documentation to be included in the application. Any additional information that would contribute to the Housing Needs Assessment is welcome. Responses to the information requested submitted on attachments must be clearly identified.

The market analyst must complete this form for applications that require a market study. (See Checklist for Exhibits, Exhibit 34 Market Studies)

The applicant must complete this form for applications submitting the Rental Market Assessment. (See Checklist for Exhibits, Exhibit 35 Rental Market Assessment)

Information included in the Market Study or Rental Market Assessment should be referenced on this form. Provide the specific page number where the information is located.

The definition of "affordable housing" for this purpose is as follows: Rents that are equal to or below the rents limits established in Low-Income Rental Housing Tax Credit Program Guidelines, Exhibit A - INCOME AND RENTS.

Project Name: Proposed Groveton Village

1. Describe the age, condition, quality, etc. of housing within the primary market area.
There are 4,318 total housing units in the primary market area. Of this total, 75% are single family dwellings and 6.8% are multi-family dwellings with 10 units or more. The 70% of housing stock in the primary market area was built prior to 1950. The quality is fair to Average. In 1990, the median home value was $60,000

2. What is the number of and percentage of cost burdened households in the primary market area (+35% of household income) that are within the $10,000 to $34,999 income band?

NA

NA%

3. Compare the proposed rents to the average existing "affordable housing" projects rents as identified in the market study or Rental Market Assessment. Subsidized Housing may not be used unless a justification is provided, i.e. accepts over-income residents and/or competes with proposal because not all units are subsidized, etc.

	existing	proposed	difference
Efficiency			
1 bedroom	$366	$405	$39
2 bedroom	$431	$480	$49
3 bedroom	NA	$550	NA
4 bedroom	NA	$580	NA
Other			

4. Compare the proposed rents to the unadjusted average market rate housing rents

	existing	proposed	Difference
Efficiency			
1 bedroom	$498	$405	$93
2 bedroom	$588	$480	$108
3 bedroom	$775	$550	$225
4 bedroom	NA	$580	NA
Other			

5. Identify vacancy rates for any existing comparable housing in the primary market area.
The overall vacancy rate for the primary market area is 0.84%. See page 11.

6. Identify waiting lists for any existing comparable housing in primary market area.
Both State Manor and Coraopolis Towers have a waiting list. The actual number is hard to ascertain as many people are on lists for more than one property.

7. Age & Income Population Target Group

☐ General Occupancy X 55+ Elderly ☐ 62+ Elderly ☐ Special Needs

1990 Census	10,129	Current Year Estimate	9,761
2000 Census	9,761	Five-year Projection	9,244

8. Capture Rate Percentage 3.2%

9. What is the local unemployment percentage? 4.3%

10. Discuss the availability of affordable housing for employees of business and industries who draw from the primary market area. Is there evidence that affordable housing is an issue for these employers?
There are three subsidized apartment complexes in the primary trade area and only one is for general occupancy. In addition there are three conventional apartment facilities in the primary trade area. There are limited businesses and industries who draw from the primary market. There is no evidence that affordable housing is an issue.

11. What impact would the proposed project have on existing "affordable housing" and/or low income tax credit projects?

Looking at the fair share analysis and the penetration factor concluded in the market study, the proposed project will have minimal impact on existing affordable housing and low income tax credit projects.

12. What impact would the proposed project have on existing subsidized housing projects?

The proposed project will replace existing units and will not impact other subsidized housing Projects.

13. Are any new affordable, low income tax credit and/or subsidized projects planned for the primary market area? _No_____ If Yes, describe:

14. Describe any economic activity, future developments, etc. that may have an effect on affordable housing in the primary market area.

The subject area has experienced steady decline in population and income since the decline of the steel industry in the mid-1970s. Most growth and development experienced in the region has been center elsewhere. Overall, the economic characteristics of the subject area are negative.

15. Describe the support of local government officials and community groups for the proposal and the proposed development's consistency with any applicable consolidated plan.

According to discussions with planning personel, the proposed project has met with moderately favorable response from local groups and businesses.

16. Describe any potential opposition to the proposal, include who and why.

Due to the age and condition of the existing units located at the subject site, there is almost no opposition to replacing these units with newer units.

17. Identify any other types of affordable housing options in the primary market area.

State Vue Apartments have 25 units ranging from $310 to $395 per month for a one-bedroom And $350 to $395 per month for a two-bedroom. Ridgeview Apartments have 44 units ranging from $335 to $365 per month for a one-bedroom and $425 for a two-bedroom. The Former YMCA Apartments have affordable one and two-bedroom apartments that range from $375 to $475.

18. Analyze suitability of the site for the proposed project including accessibility of shopping and services and the compatibility of surrounding uses:

The site is close to Interstate 79 and Route 51, two primary regional thoroughfares. In addition, local goods and services are readily available in Coraopolis, which is less than one mile away. Regional malls and shopping are also accessible via I-79 in Robinson Township. Overall, the subject site is suitable for multi-family development.

19. Based on the aforementioned information, what is the analyst's recommended number of units, unit mix, unit size (sq. ft.)?

	Eff	1 BR	2 BR	3 BR	4 BR	Other	Total
Total Units		6	16	45	2		
Size (sq. ft.)		717	1039	1325	1559		

Explanation in support of findings

Thorough documentation for these conclusions are found in the report, however our above referenced recommendations are based on discussions with property managers of both conventional and subsidized property managers and owners. These discussions suggested that two and three-bedroom units are in short supply in the area and at present command a premium in rent and enjoy high occupancy. In addition, the unit sizes mentioned above are in-line with what is available in the market.

20. Recommendation and/or overall feasibility of project, including suggested modifications which may improve project's marketability:

There are no aspects of the proposed project that require modification.

21. Analyst's Conclusion of Need based upon the assessment of the aforementioned information and data included in the Market Study or Rental Market Assessment provided.

There is a very limited affordable housing and/or subsidized projects in the primary subject area. The proposed units will fill a need in the immediate area for replacement units.

Completed by:
Trent Niederberger

Mark R Stranberg
Name Type or Print

Date

Signature

MAI
Title

EXHIBIT H

PENNSYLVANIA HOUSING FINANCE AGENCY

SERVICE PROVIDER QUESTIONNAIRE

All applicants that propose to offer services for residents must complete and submit this questionnaire.

PHFA Project: GROVETON VILLAGE

Name of Owner or Agent: ALLEGHENY COUNTY HOUSING AUTHORITY

Name of Service Provider: THREE RIVERS COMMUNITIES, INC.

SERVICE PROVIDER'S OFFICE LOCATION(S)

Address: Principal Office 341 FOURTH AVENUE
PITTSBURGH, PA. 15222

Telephone: (412) 355-2122

Names/Titles of Executive Staff: FRANK AGGAZIO
EXECUTIVE DIRECTOR

Areas Served (County(s), Neighborhood(s), etc): ALLEGHENY COUNTY

Other Offices Close to PHFA project:

Telephone:

SECTION I – GENERAL INFORMATION

1. Either attach or summarize below the service provider's mission and goals for the current fiscal year.

   ATTACHED

2. How many years has the service provider been active in delivering supportive services? 60 +

3. Is the service provider a subsidiary of another organization? ☒ Yes ☐ No
If yes, please provide name and address of the parent organization and describe relationship, tax status.

ALLEGHENY COUNTY HOUSING AUTHORITY

NON-PROFIT FOUNDATION, 501(c)3

4. If the service provider and/or its parent are engaged in activities other than supportive services, please describe:

LOW INCOME PUBLIC HOUSING AND SECTION 8 HOUSING

SECTION II – PERSONNEL

1. How many people are employed by the service provider organization? 250
2. List separately job titles of personnel who would work with residents of the PHFA property. Attach an organizational chart.
3. If new staff must be hired in order to implement the work of this project, please attach job description(s), including qualifications and identify resources.
4. Attach resume(s) of key personnel who would be responsible for providing services in this proposed project.

SECTION III – STAFF PROFESSIONAL DEVELOPMENT

1. Please list the names of the professional training courses/workshops/seminars that staff involved with this project have completed over the past 3 years.

Job Title:	Training Attended:	Date:
Director, Assoc. Director Property Managers	LIHTC	5-99, 11-99
All Titles on Chart	Community Org. Leadership Conflict Resolution	6-99
All Titles on Chart	Facilitation	2-00
Department Leadership	Family Self-Sufficiency	11-00

2. Will participation in this service-enriched housing project require additional staff training? ☒ Yes ☐ No If yes, describe training:

WORKING WITH SINGLE FATHERS AND TEEN MALES, FAMILY UNIFICATION ISSUES TRAINING, NEEDS ASSESSMENT SURVEY TRAINING, TRAINING IN PROCEDURES IN DEALING WITH THE DIFFICULT TO EMPLOY.

SECTION IV – EXPERIENCE IN SERVICE-ENRICHED HOUSING

1. Is the service provider currently involved in service-enriched housing programs?
☒Yes ☐ No If yes, summarize experience in providing supportive services on-site for residents. Include name of housing development(s), property management company, and type of services provided:

ACHA/TRC, INC. IS A LOW INCOME PUBLIC HOUSING AGENCY PROVIDING HOUSING AND HOUSING SERVICES. THE AGENCY HAS MANAGED IT'S PROPERTY AND PROVIDED SOCIAL SERVICES AND SUPPORT AND SELF-SUFFICENCY SERVICES TO 4000+ UNITS AT 40+ SITES SINCE 1939.

2. Indicate the total number of clients served last fiscal year in a residential setting. Identify the amounts and sources of funding.

Client/Service Type	Number Served	Funding Level	Funding Source
Senior/Elderly Services	1700	$150,000.00	HUD
Adult/Family Services	1800	300,000.00	HUD
Children/Youth Services	900	200,000.00	HUD, PRIVATE FOUNDATIO
Addictions	100	25,000.00	HUD
MH/MR	0	0	—
Education/Job Readiness	1000	100,000.00	HUD
Other			

3. Describe collaborative efforts which demonstrate the service provider's experience in the delivery of supportive services. Please identify organizations or companies involved in the collaboration and the nature of the organization's involvement.

ACBA AND ACDHS: WORK READINESS, EMPLOYMENT TRAINING, EMPLOYMENT, THE PITTSBURGH FOUNDATION & ACDHS: YEAR ROUND PROGRAM FOR CHILDREN AND RESIDENT COUNCIL DEVELOPMENT, THE PORT AUTHORITY OF ALLEGHENY COUNTY: AND HERITAGE HEALTH FOUNDATION, TRANSPORTATION SERVICES, UNITED WAY OF ALLEGHENY COUNTY: CHILD CARE CENTERS IN COMMUNITIES, VARIOUS MUNICIPLE POLICE DEPARTMENTS: POLICE AND SECURITY SERVICES, COMMISSION ON FUTURE OF LIBRARIES: TECHNOLOGY CENTERS, STO-ROX SCHOOL DISTRICT: TECHNOLOGY TRAINING, WOODLAND HILLS SCHOOL DISTRICT: TECHNOLOGY TRAINING, UNIVERSITY OF PITTSBURGH MEDICAL CENTER: SITE BASED HEALTH AND WELLNESS CENTERS, US DEPT. OF LABOR AND VARIOUS PRIVATE EMPLOYERS: STEP-UP PROGRAM (Job Training); GOODWILL & AC COMMUNITY COLLEGE: WORK READINESS:

SECTION V - MISCELLANEOUS

1. Has the service provider or any of its present personnel ever been involved in governmental investigation or judicial action or settlement concerning charges of a violation of local, state or federal laws or regulations concerning discrimination, fair housing violations or other civil rights laws, concerning violations of federal, state or local regulations regarding use of funds? ☐ Yes ☒ No If yes, give details:

   _____

   _____

   _____

2. How many service grants or contracts held by the service provider over the past five years have been terminated prior to their expiration dates? NONE

   If any, please explain:

   _____

   _____

   _____

3. How many grants or contracts held by the service provider over the past five years were not renewed upon expiration? NONE

   a. Please provide names and addresses of these funding sources, as well as reasons and circumstances surrounding such non-renewal(s):

      _____

      _____

      _____

I certify that the information contained herein is accurate and complete.

PHILIP MANION
Name/Signature

Director, Housing Management & Community Services Dept.
Title

November 21, 2000
Date

Housing and Community Services Department

Goals for 2000

Mission Statement

Work for the residents to provide a quality community environment and to deliver effective human services.

Vision Statement

- Support the residents of ACHA in creating a quality of life that is equal to or better than that of the general community
- Ensure that the residents of ACHA have the best managed housing and human services in the nation

Overall Department Goals

Department Goal

- Goal 1: Develop effective strategies to be more accessible to residents and ensure ongoing dialogue with residents to address high-priority needs.

Department Goal

- Goal 2: Provide leadership that implements organizational changes and instills a culture of continuous improvement

Department Goal

- Goal 3: Work in collaboration with other ACHA departments and outside agencies to improve quality of life in ACHA communities..

Department Goal

- Goal 4: Work with department leadership to keep department strategies on cutting edge of services and programs for residents.

Department Goal

- Goal 5: Work with leadership of outside agencies to keep department strategies on cutting edge of services and programs for residents.

Department Goal

- Goal 6: Establish offices as community service centers

Department Goal

- Goal 7: Develop a Quality Control Process for Management and Community Services

Goals for Management

Management Goal

- Goal 2: Implement consistent rent collection policies and practices and attain/maintain a 2% or less monthly rent delinquency

Management Goal

- Goal 3: Influence the reduction of a more than 30 day time frame for leasing units.(or "...of down time for vacant...")

Management Goal

- Goal 4: Impact curb appeal

Management Goal

- Goal 5: Establish a monitoring and tracking process for housekeeping, rent delinquency, community appearance, recertifications, and flow of new leasings

Management Goal

- Goal 6: Reduce variations in lease enforcement

Management Goal

- Goal 7: Revise to improve existing lease for residents

Management Goal

- Goal 8: Establish a lease for non-resident dwellings

Management Goal

- Goal 9: Develop effective orientation process for new residents

Management Goal

- Goal 10: Develop effective strategies to make management offices more accessible to residents

Management Goal

- Goal 11: Increase management and maintenance cooperation.

Management Goal

- Goal 12: Work in collaboration with other ACHA departments to improve quality of life in ACHA communities..

Management Goal

- Goal 13: Anthologize a managers manual

Management Goal

- Goal 14: Anthologize a field operations clerks manual

Management Goal

- Goal 15: Develop a job description for field operation clerks.

Management Goal

- Goal 16: Determine, design, and implement formal and informal training for management staff.

Management Goal

- Goal 17. Pursue improvement in operational tools and equipment for management offices

Goals for Community Services

Human Services Goal

- Goal 1: Establish an LIPH FSS Program

Human Services Goal

- Goal 2: Establish an Open-ended Homeownership Program

Human Services Goal

- Goal 3: Develop Pro-active, Community-based Resident Organizations

Human Services Goal

- Goal 4: Continue to develop Resident Employment Training Program

Human Services Goal

- Goal 5: Establish and maintain strategies that foster positive communication between ACHA and residents

Human Services Goal

- Goal 6: Continue to provide access to educational and technological resources

Human Services Goal

- Goal 7: Continue too provide access to resources which enable seniors to maintain independent living

Human Services Goal

- Goal 8 Establish on-site space for resident program and services

Human Services Goal

- Goal 8 Expand current collaborations with outside agencies and develop new collaborations in all areas

SECTION II – PERSONNEL

2. Organizational chart attached.

Job titles key:

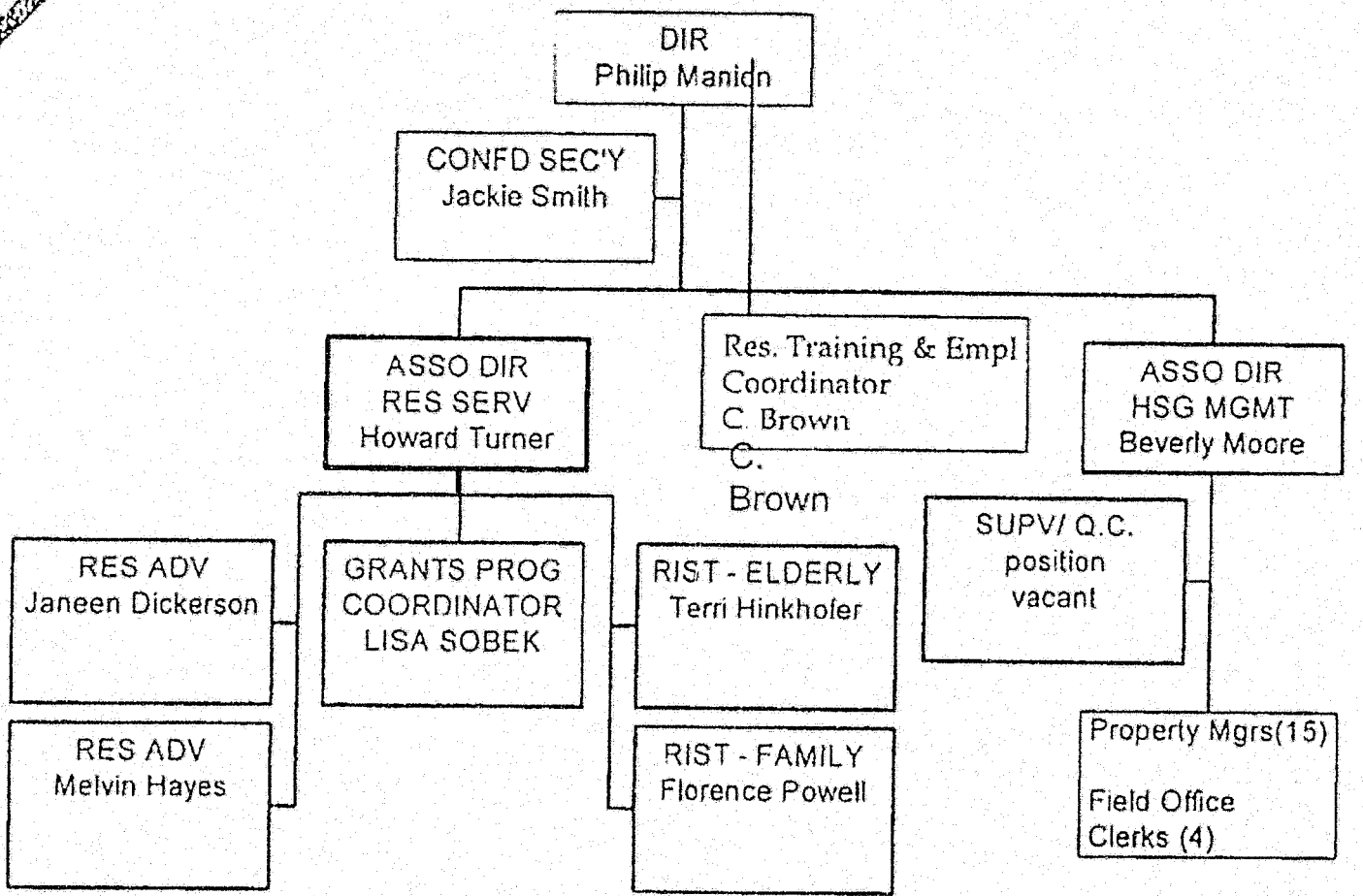
Department Director

Associate Director for Resident Services
Associate Director for Housing Management
Resident Training and Employment Coordinator
Property Management Supervisor/Quality Control

Resident Advocate (2)
Resident Services Technician (2)
Community Liaison

Property Managers(13)
Field Office Clerks (8)

ALLEGHENY COUNTY HOUSING AUTHORITY
DEPARTMENT OF HOUSING AND COMMUNITY SERVICES
ORGANIZATIONAL CHART
(CURRENT - NOVEMBER 2000)



ALLEGHENY COUNTY HOUSING AUTHORITY
Fidelity Building, 341 Fourth Avenue, Pittsburgh, Pa. 15222

Position: Social Service Program Coordinator

Description: The person in this position is responsible for the implementing , monitoring and compiling report information on the Authority's funded federal, private and public grant programs. This person will also act as a liaison between the residents Groveton Village, grant program service providers and other grant program partners. Position reports to the Associate Director of Housing Management & Community Services.

Primary Responsibilities: Primary responsibilities include but are not limited to:

1. Develop a working knowledge of the Authority's Community Services Department and its mission, goals and objectives as is related to the existing and future grant programs.

2. Provide coordination and technical assistance to on-site contractors and other agencies in their outreach, recruitment and service delivery efforts.

3. Perform as a liaison between the Authority, residents, outside agencies and the contracted personnel in the implementation of programs.

4. Develop process to monitor daily activities and initiatives related to programs. Perform monitoring of programs.

5. Compile, document and present Associate Director with report information related to outcomes, milestones and concerns related to grant program initiatives.

6. Conduct meetings and perform follow-up related to resolving concerns related to grant programs.

Required Knowledge & Abilities

Ability to work with persons from a diverse socio-economic background.

Relevant working knowledge and prior experience in coordinating or implementing activities/ initiatives for a social service program designed to serve low income/ disadvantaged persons.

Prior experience in the preparation of grant proposals and/or applications for funding.

Excellent initiative, interpersonal, communication and problem solving skills.

Ability to work independently and to coordinate multiple tasks in a team environment.

Knowledge of the Code of Federal Regulations for low income public housing and the workings of a Public Housing Authority.

Prior working knowledge of the States' Welfare to Work regulations related to TANF.

Must be available for work activities which occur during nights and weekends

Minimum Education, Training and/or Work Experience

B.S. in Social Sciences or related field.

A minimum of 5 years relevant prior work experience.

Must Possess PA. Driver's license and access to personal vehicle for travel during work hours.

Must pass a pre-employment physical and background security review.

Continued employment is dependent upon satisfactory completion of a probationary period of 90 working days.

Philip J. Manion
341 Fourth Avenue
Pittsburgh, PA 15222
355-2122

Highlights of Qualifications

- Strong practical and theoretical foundation in public housing systems, and change processes affecting these systems
- Proven success in improving public housing services to residents
- Excellent management decision-making, administrative, system analysis, and leadership skills

Relevant Professional Experience

Allegheny County Housing Authority, Pittsburgh PA. 1995-Present
Director of Housing Management and Community Services

Reorganized and currently direct this department responsible for providing quality property management services and effective human services to the residents of the Housing Authority. I direct a staff of 31 to provide housing and housing related services to the customers of the Low Income Public Housing Program. I have implemented organizational changes in my department to bring about improvements in the service delivery of my department. I have instilled a continuous culture of improvement to ensure the staff works together among themselves and in cross functional processes with other department staff. I have developed an ongoing dialogue with residents to address high priority needs. Also, maintain effective relationships with various government, human service, and community service providers

Housing Authority of the City of Pittsburgh, Pittsburgh PA. 1980-1995
Property Manager

In this position I was responsible for the management of an 880 unit public housing community, the 3rd largest in the city. My duties included overseeing leasing, rent collection, residents' services and relations, and maintenance. I administered the HACP policies and procedures as set down by the Board of Directors and the Executive director. I also supervised an assistant manager, 5 office staff, and 25 maintenance staff. Additionally, I functioned as a site management consultant for a $3 million dollar modernization project, and attendant relocation of 420 residents. Finally, I was a member of two in-house committees providing consultation to the administration on (1) end-user training of a recently expanded computer system, and (2) housing services reorganization plan that was being performed by the McKenzie Consulting Group.

Education

Masters of Science in Information Science 1990- present - University of Pittsburgh (coursework completed)

Masters Of Arts in Psychology - University of Dallas, (course work completed 1975)

Bachelor of Arts in Psychology - Duquesne University, 1971

Certificates and Memberships

Certified Public Housing Manager (CPHM) by National Association of Housing and Redevelopment Officials (NAHRO)

Certified Accredited Residential Manager by Institute of Real Estate Management (IREM)

Certified Low Income Housing Tax Credit Compliance and Property Management by Novogradac & Co. LLP, Certified Public Accountants

Member of National Association of Housing and Redevelopment Officials (NAHRO)
Member of Institute of Real Estate Management (IREM)

Other Affiliations:
Member, The Pittsburgh Foundation Children's Program Advisory Committee

Member, Sheldon Park Resident Management Corporation Advisory Committee

Member, United Way of Allegheny County Self-Sufficiency Goals Committee

Member, Board of Directors of the Friendship Preservation Group (FPG)

Founding Member and Executive Committee member of Pittsburgh Housing Authority Management Association (HAMA)

Past Member, Board of Directors of Boys and Girls Club of America Bedford Dwellings Outreach Program

Past Member of the Community Oriented Policing (COPS) Community Action Plan Task Force

Howard J. Turner, III
5700 Centre Avenue, Apt #1011
Pittsburgh, Pa. 15206
(412) 363-1056

Education: Robert Morris College, Pittsburgh, Pa.
Bachelor of Science, Accounting, 1984

Carnegie- Mellon University, Pittsburgh, Pa.
Undergraduate studies in Engineering

Employment History:

5/97 - Present ALLEGHENY COUNTY HOUSING AUTHORITY

ASSOCIATE DIRECTOR : HOUSING MANAGEMENT & COMMUNITY SERVICES DEPARTMENT

Duties and responsibilities include the administration and application processes related to the Authority's grants program as well as the day to day administration and implementation of the community and resident initiatives for the Housing Management & Community Services Department. This includes direction, coordination and supervision of the community services staff. I create, direct and coordinate on-going programs, services and grant initiatives related to resident services in the ACHA's family and elderly communities.

These programs have included but not been limited to resident Welfare to Work Programs related to employment, education and training ; community economic development programs; children's and youth education programs; community based resident council development as well as technical assistance and organizational development support to resident councils and on-site service providers.

I am responsible for the training and development of the HM &CS staff and the design and implementation of ACHA policies in adherence to HUD mandates for resident initiatives.

I am also responsible for the development and nurturing of collaborative relationships/ partnerships with area county, federal, private and non-profit agencies to provide on-going services to ACHA family and elderly communities. These collaborations have resulted in the creation of on-site early childhood development facilities, on-site access to technology/ computer learning centers, family/ elderly clinical care facilities, resident home ownership programs and on-site VISTA Americorps programs.

12/94 - 5/97 ALLEGHENY COUNTY HOUSING AUTHORITY

GRANTS COORDINATOR/VISTA PROGRAM SUPERVISOR

Responsibilities included the development of Authority programs to help residents meet education and employment goals, increase safety and security measures in ACHA communities and to provide resident youth with recreational/ educational alternatives to the problems endemic to low income housing communities. I was responsible for the preparation of grant proposals for the procurement of funding from private and public resources to underwrite the cost associated with the programs that I developed.

These proposals included the development of a program budget, construction needs as well as the staffing and purchasing requirements for each program. Upon receipt of the grant funds, I was responsible for program implementation, the daily administration of the program budget, supervision of program compliance and the supervision of the staff for each Authority funded program.

As the VISTA program supervisor, my duties included the recruitment, training and supervision of ACHA residents who work in the Authority's six Knowledge Connection Centers. I also selected, planned and implemented the installation of these centers in ACHA communities.

My duties also required me to maintain a current working database library for grant application development and to work closely with government, public and private entities to develop and implement creative methods to secure grant funds.

7/93 - 12/94 ALLEGHENY COUNTY HOUSING AUTHORITY

TENANT SELECTION OFFICER

My duties included the daily direction of the unit offer process which included the administration of the Authority's five public housing system generated waiting lists and the resident transfer process. Responsibilities included the planning and supervision of the duties for the Occupancy Department staff as well as the implementation and verification of the Authority's compliance with Federal regulations and mandates issued under a federal court ordered Compliance Agreement. I was also responsible for the resolution of issues related to applicant/ resident fair housing complaints, resident lease additions/ deletions and other vacancy related issues.

I provided systems software training and support for Authority staff and I worked closely with the then Director of Housing Operations in the planning and implementation of department policies and procedures and in the performance of analytical and operational reviews of Occupancy Department policies and procedures.

5/90 - 3/92 PNC CORPORATION

SENIOR AUDITOR

Responsibilities included the independent planning and conducting of financial and operational audits for all sectors of a National Bank Holding Corporation. Audit areas included customer deposits, consumer and commercial lending, securities trading, international banking (import/ export), consumer branch banking and federal regulatory compliance.

I was responsible for the evaluation of internal controls as well as the adherence to Corporate policies and procedures within each audit area. I was also responsible for the preparation of audit reports which were presented to the appropriate level of Corporate management. Other duties included the training and supervision of junior staff during the course of an audit.

3/89 - 4/90 INTERNATIONAL PAPER CORPORATION

TRAVELING CORPORATE AUDITOR

Responsibilities included the performance of all duties associated with a full scope corporate audit for a Fortune Fifty Corporation in diverse areas such as liquid packaging and the manufacturing of consumer and business paper products. Audits included both financial and operational areas such as inventory cost and accounting records, payroll, fixed assets, capital projects, out/in- bound transportation and intra- company accounts.

I was also responsible for examining and evaluating internal controls as well as compliance with Corporate and financial directives. Other duties included report preparation on the results of an audit which included recommendations for improvement of inadequate internal and operational controls. These reports were presented to the appropriate level of Corporate management.

3/87 - 3/89 EQUITABLE RESOURCES, INC.

AUDITOR

Responsibilities included the independent planning and conducting of financial and operational audits in areas such as consumer collections, accounts payable and receivable, materials and supplies, gas inventories and procedural operations at field locations. Duties also included the examination and evaluation of internal controls as well as compliance with federal and state agency regulations. Report findings and recommendations were presented to Company management.

7/86 - 3/87 URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

SENIOR ACCOUNTANT

Responsibilities included the performance of the daily accounting and budgetary analysis procedures for a federal, state and locally funded Redevelopment Authority. Duties included the review and approval of processing for payables and receivables.

12/84 - 6/86 TOUCHE ROSS AND COMPANY

STAFF AUDITOR

Responsibilities included the timely and accurate completion of an audit engagement for a "Big Eight" public accounting firm. Client experiences included audits in all sectors of government/fund accounting, retail, small and medium sized manufacturers and limited partnerships.

12/83 - 12/84 TOUCHE ROSS AND COMPANY

INTERN

Responsibilities included the review and proofreading of financial statements, audit reports and management consulting proposals for technical and grammatical proficiency.

PROFESSIONAL AFFILIATIONS:

- Member - Board of Directors for the Rainbow Kitchen - Chairman, Strategic Planning Committee.
- Member- Children's Programs Advisory Committee for the Pittsburgh Foundation.
- Member - Board of Directors for Youthworks.
- Member - Allegheny County Youth Policy Council.
- Member - Boy Scouts of America Urban Scouting Programs Board.
- Member – Pennsylvania Association of Non-Profit Organizations.

PROFESSIONAL SKILLS:

Working knowledge of MS DOS, Excel, Lotus 1-2-3 for Windows and Word and WordPerfect for Windows in a Novell Local Area Network environment.

Charles T. Brown, Jr.

116 Selvin Drive Verona, PA 15147 (412) 355-2187 – work (412) 242-1374 – Home

Objective: To acquire a challenging Senior Level Human Resources position. To affiliate with an organization that embraces a proactive posture versus reactive.

Education: University of Pittsburgh (BA, MA, Specialist Certification)
Concentrating in counseling, business systems and organizations.

Other: Micro Tech Computer: Certificate in completing courses addressing general computer knowledge and various software programs and application.

LoDolce Real Estate Academy: Certificate
Pennsylvania Housing Finance Agency: Certificate

Allegheny County Housing Authority — **Manager, Resident Training, Employment and M/W/DBE Compliance Monitoring**

Position is responsible for developing ACHA policies, practices and procedures regarding resident training and employment leading to economic empowerment. Carrying out similar duties with the implementation of and the monitoring of compliance issues as such issues pertain to Section 3 residents according to federal regulations.

Position is responsible for making sure contracts; subcontractors and recipients are well informed through technical assistance about the obligations and commitment to Minority Business Enterprise, Women Business Enterprise and Disabled Business Enterprise. Assist contractors and other businesses in developing listings and/or identifying MBE/WBE/DBE concerns for use in their respective business ventures. Refer M/W/DBEs to other agencies for contracts. Ensure contractors are in compliance with the mandates as required by state, federal, local and company regulations and policies. Maintain related data reports.

Allegheny County Housing Authority — **Coordinator, Resident Training and Self-Sufficiency**

Position is responsible for developing ACHA policies, practices and procedures regarding resident training and self-sufficiency. Direct the development, implementation and monitoring of ACHA's compliance with Section 3 requirements and other associated activities designed to facilitate improved training, employment and self-sufficiency opportunities among ACHA residents.

Urban League of Pittsburgh, Inc. — Program Assistant

Position is commitment to continuous improvement in the delivery of housing services. Review all applications for housing assistance to assure quality services and program guidelines. Make financial determinations based upon program guidelines and sound counseling principles. Conduct landlord record searches. Maintain appropriate computerized documents as needed Serve as consult to outside entities

Urban League of Pittsburgh, Inc. — Homeownership Counselor

Provide housing counseling services to individuals and families for which the Urban League of Pittsburgh has contacted. Provide various services based on economic and Psychological needs

The Lemington Center, Inc. — **Director of Human Resources**

Researched, reviewed, developed, computerized and implemented a total Human Resources Department from a personnel clerical function. Developed forms, documents and policies pertaining to recruitment, selection, orientation, retention, job evaluation, compensation and benefits departmentally and corporate-wide. Designed, presented and implemented policies and procedures providing consultative services on employee/union relations, negotiations, manpower planning, EOE, training and development, records retention and control. Served as Assistant Administrator in handling daily activities. Supervised one Secretary/Clerk.

The Lemington Center, Inc. — **Personnel Assistant**

Assist the Administrator in carrying out personnel interviews, completing forms and maintaining associated paperwork. Scheduled interviews and orientation classes.

Hamot Medical Center — **Director of Personnel Operations**

Plan, organize and control personnel support services to meet the needs of management and staff employees. Plan and implement cost-effective personnel support service programs to meet short- and long-range goals of the corporation. Provide support to the corporate Human Resources Department Direct and supervise (1) Employment Manger, (1) Wage and Salary Coordinator, (1) Personnel Assistant, (1) Occupational Health Nurse, RN and (2) Secretaries.

The Medical Center of Beaver — **Coordinator of Wage and Salary**

Managed the research, development and implementation of the corporate wage and salary administration, job evaluation, merit and performance appraisal programs for executive, management, professional, technical and service employees to maintain internal labor market competitiveness. Under general guidelines administered, developed and analyzed market data to ensure competitiveness with area and national market surveys. Direct and supervise on para-professional engaged in supportive clerical services.

Gulf Oil Corporation — **Coordinator of College Relations**

Coordinated Human Resources activities such as: scheduling recruiting visits, processing unsolicited resumes, establishing starting wage and salary offers, participating in speaking engagements, monitoring and reporting on campus attitudes towards the corporation and maintaining computer support systems. Created, developed and initiated training programs. Trained and developed over 200 recruiters to recruit throughout the United States.

Gulf Oil Corporation — **Analyst, Equal Employment**

Compiled, organized, analyzed and presented raw data from strategy centers on actual hires and goals, and discrimination charges opened and closed. Data was then analyzed and formulated into computerized charts and graphs for executive and management review and action.

Gulf Oil Corporation **Analyst, Compensation**

Organized, conducted and analyzed job and salary surveys; wrote E. N. Hay Job Descriptions during a compensation conversion period: assigned pay grades and ranges and job descriptions for positions throughout the corporation. Monitored field consistency in grade assignments.

Gulf Oil Corporation **Analyst, Trainee**

Participated in an extensive training program, in the field, learning varied aspects of the corporation's Human Resources Department while representing the corporate Human Resources Department to field operations and providing input. The program was one year living and working in various states learning organizational behavior and structure and politics while understanding how people work.

Additional Skills

- Computer literate
- Interviewer
- Counseling (behavioral, personal, employment, job or organizational)
- Analytical preparation
- Statistical interpretation, recording and reporting
- Priority establishment
- Ability to relate, transfer knowledge and transmit information
- Organized

Memberships:

- Pittsburgh Human Resources Group
- Human Resources Board of Non-Profits Agencies
- Pittsburgh Human Resources Planning Group
- Pittsburgh Personnel Society
- Black Human Resources Association
- M/W/DBE Government Board
- MBE Policy Review Board
- Pittsburgh Baptist Association Board of Directors
- American Baptist Association Board of Directors

THREE RIVERS COMMUNITIES, INC.
341 FOURTH AVENUE
PITTSBURGH, PA 15222

December 11, 2000

Ralph A. Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

RE: Low-Income Tax Credit Application

Dear Mr. Falbo:

The Three Rivers Communities, Inc. (TRC), has agreed to provide supportive service at Groveton Village, Robinson Township for the duration of the tax credit compliance period. It is our understanding that a $100,000 supportive services escrow will be established and that TRC will be responsible for the administration. It is also understood that $10,000 will be allocated to workforce development and other social service issues during construction and the relocation period.

It would appear that Groveton Village could avail itself of several of the services we provide. A part-time, on-site staff person will assist the residents with locating latch key programs, day care, job counseling, educational referrals, and employment.

It is our understanding that the development will include a community building and that space will be provided for delivery of these services at specified times. Also, our personnel could access other appropriate services from the network of social agencies in Allegheny County.

TRC has worked directly with the Allegheny County Housing Authority on past efforts, including the McKees Rocks Terrace-HOPE VI Development.

We support the efforts of the Allegheny County Housing Authority and the Pennrose Falbo Partnership in the Revitalization of Groveton Village, Robinson Township. If you need additional information, please contact me at your earliest convenience.

Sincerely,

Walter D. MacFann
Assistant Vice President

Agreed to by:

Ralph A. Falbo
Groveton Village Housing Partnership, L.P.

EXHIBIT I

PENNSYLVANIA HOUSING FINANCE AGENCY
MANAGEMENT AGENT QUESTIONNAIRE

Development: Groveton Village

PHFA No.: _____

Name of Management Agent: Allegheny County Housing Authority

MANAGEMENT AGENT'S OFFICE LOCATIONS

Address:

Principal Office: 341 Fourth Avenue, Pittsburgh, PA 15222

Other Offices: Village Drive, Coraopolis, PA

Officers Names: Frank Aggazio, Executive Director

Territory and Major Cities Covered

Principal Office: 341 Fourth Avenue
Pittsburgh, PA 15222

Other Offices: Allegheny County

Phone

Principal Office: 412-355-2150

Other Offices: _____

SECTION II - PERSONNEL

A. List separately job titles and number of personnel employed by the management agent in the management office.

B. List the general qualifications you look for in property managers.

a. Education. See attached job description of Director of Housing Management and Associate Director of Housing.

b. Previous Experience: Management. (Lead Property Managers for (ACHA).

c. Other: PHFA MGMT Questionnaire Exhibit E, Section II-Personnel, Attachments 1 & 2.

C. List the general duties of your property managers.

See Attached Job Descriptions.

D. List the qualifications you look for in resident managers.

a. Education: See Attached Job Descriptions.

b. Previous Experience:

c. Other:

E. List the general duties of your resident managers.

See Attachments For Section II-D, Above.

D. Has your firm ever been involved in an FHA 2530 proceeding?

☐ Yes ☒ No

If yes, give details: _____

E. Complete the attachment listing information on all low or moderate income housing developments which you have managed within the last two years.

SECTION V - MISCELLANEOUS

A. Please list professional organizations (e.g., Institute of Real Estate Management, National Association of Home Builders) of which management agent is a member:

IREM, NAHRO, PHADA

B. Please list any professional designations (e.g., Certified Property Manager, Registered Apartment Manager) or awards that management agent personnel have received:

None

C. Have any of the firms principals ever been involved in bankruptcy proceedings

☐ Yes ☒ No

If yes, give details: _____

D. Does the firm have a fidelity bond? ☒ Yes ☐ No

If yes, state amount of bond and name of bonding company.

The Hartford Company - $50,000.00

E. Has management agent or any of its present personnel ever been denied a bond?

☐ Yes ☒ No

F. Has management agent or any of its present personnel ever been involved in governmental or judicial investigation action concerning a violation of Fair Housing Laws?

☒ Yes ☐ No

If yes, give details: ACHA is party to the Sanders Consent Decree, a court ordered decree to integrate LIPH in Allegheny County.

PENNSYLVANIA HOUSING FINANCE AGENCY (AUGUST 2000)

Development Name: See PHFA MGMT Questionnaire

Address: Section VI-Developments Managed, Attachment 1 (Elderly Sites)

Number of Units: _____ Type of Financing: _____

Managed from: _____ to: _____

Property Manager: Philip Manion Phone No.: 412-355-2122

Owner: Allegheny County Housing Authority

Owner's Address: 341 Fourth Avenue, Pittsburgh, PA 15222

Development Name: See PHFA MGMT Questionnaire

Address: Exhibit E, Section VI - Developments Managed, Attachment 2 (Family Sites)

Number of Units: _____ Type of Financing: _____

Managed from: _____ to: _____

Property Manager: Philip Manion Phone No. 412-355-2122

Owner: _____

Owner's Address: _____

Development Name: _____

Address: _____

Number of Units: _____ Type of Financing: _____

Managed from: _____ to: _____

Property Manager: _____ Phone No. _____

Owner: _____

Owner's Address: _____

Development Name: _____

Address: _____

Number of Units: _____ Type of Financing: _____

Managed from: _____ to: _____

Property Manager: _____ Phone No.: _____

Owner: _____

Owner's Address: _____

Separate list of job titles and number of personnel employed by management agent in the management office.

In the Groveton Village office, there are 2 employees:

1 Property Manager
1 Maintenance Worker

In the ACHA Property Management Dept, there are 22 employees:

1 Director Housing Managemenmt
1 Associate Director of Housing Management for Property Management
15 Property Manager
5 Field Operations Clerks

ALLEGHENY COUNTY HOUSING AUTHORITY 341 FOURTH AVENUE
PITTSBURGH, PENNSYLVANIA 15222

POSITION: Director of Housing Management and Community Services

DEFINITION: This position directs all aspects of non maintenance direct services to residents, with emphasis on efficient property management techniques and community development activities.

TYPICAL DUTIES: Provides direct supervision to Housing Site Managers. Provides assistance to managers in problem solving, planning and organizing their site management and maintenance operations. Assists in training of field operations staff. Ensures implementation of newly approved policies and procedures in field and monitors their use and effectiveness. Coordinates activities of the sites with those of Finance, Central Maintenance and Occupancy to facilitate flow of information.
Ensures good coordination between Site Managers and Le-al Counsel.
Oversees the management and operational activities of Resident Services, ensuring efficiency of same, and facilitates stron- community-oriented advocacy groups such as Tenant Councils. Provides assistance to Site Managers in budget preparation and recommends annual Housing Site budgets to Director of Resident Management.
Reviews and monitors site reports including annual Housing Quality Standards inspections, PHNIAP indicators, service request slips, vacancy and rent delinquency rates and others as required.
Conducts site reviews and performance evaluations of Site Mgrs. Conducts staff meetings.
Performs all other duties related to the position required by the Executive Director including the submission of reports, written or verbal.
Monitors ACHA Lease enforcement activity.
Develop, implement and monitor activities to foster tenant participation, self sufficiency and related activities in improving community environments.

KNOWLEDGE & ABILITIES: Thorough knowledge of modem public housing programs. Working knowledge of federal regulations concerning public housing. Must be able to adopt effective policy manuals and related documents.
Knowledge of modem management and communication techniques. Technical knowledge of maintenance of public housing properties. Cognizance of various functions and agencies of municipal and county governments that are clearly related to public housing. Demonstrated ability to deal effectively with residents and groups of residents and to maintain good communication with same.
Excellent initiative and communication and problem-solving skills. Ability to monitor and evaluate staff, procedures and policies.

ENPERIENCE & TRAINING: Graduation from a college or university with course emphasis in public administration, urban planning, sociology or related fields preferred; and/or a combination of progressively responsible experience over at least four years in public administration, rental property management and/or housing. At least two years supervisory experience in a management position.
Valid Pennsylvania Driver's License. Computer literacy preferred.

ALLEGHENY COUNTY HOUSING AUTHORITY
341 FOURTH AVENUE
PITTSBURGH, PA 15222

POSITION.
Associate Director of Housing Management and Community Services

Definition:

This position is responsible for the day to day operation of Property Management Division of the Department, including supervision of staff, and for providing liaison service between managers and the department director and other central office support staff to ensure coordination, integration, and implementation of policies and procedures related to management and administration of the LHPH housing communities. The Associate Director of Housing Management and Community Services is a management position and reports directly to the Director of Housing Management and Community Service.

Duties:

Provides direct supervision of Property Managers and other staff in the department as directed by the department director.

Provides assistance to managers in problem solving, planning, and organizing their property management, supervisory, resident relations, and customer service operations and coaches for commitment through problem solving processes that improve work performance.

Provides departmental training criteria and accountability for departmental goals and values, and assists in the training of field operations staff.

Ensures implementation of newly approved policies and procedures in the field and directs the monitoring of their use and effectiveness. Coordinates activities of the property with those in all other departments to facilitate the flow of information.

Ensures good coordination between Property Managers and Legal Counsel for effective and consistent lease enforcement.

Monitors ACHA lease enforcement activity.

Works closely with the Associate Directors of the Maintenance Department to ensure high standards for property management and maintenance.

Works closely with the Associate Director responsible for Community Services on programs which address resident initiatives consisting of Economic Up-Lift and Self-Improvements, Resident Organization, and Resident Involvement. Maintains an interactive relationship with residents and their daily life in the community and monitors department field staff activities relating to this function of their job.

Reports matters of importance to Director of Housing Management and Community Services for discussion with Executive Director, Deputy Executive Director and all other department directors.

Provides assistance to Property Managers in budget preparation and recommends annual community office budgets to Director of Housing Management and Community Service.

Reviews and monitors managers' reports including housekeeping, PHMAP indicators, vacancy and rent delinquency rates and alters as required.

Directs quality control reviews of all functions of department field staff.

Prepares performance evaluations of Property Managers and other department staff as directed by the department director and process staff goal setting through measurable accountability.

Assists Director of Housing Management and Community Service in conducting staff meetings.

Performs all other duties related to the position as required by the Director including the submission of reports.

Knowledge and Abilities:

Thorough knowledge of modern public housing programs.

Working knowledge of federal regulations concerning public housing. Must be able to adopt effective policy manuals and related documents.

Cognizance of functions of various agencies and municipal and county governments that are clearly related to LIPH.

Demonstrated ability to deal effectively with residents and groups of residents and to maintain good communication with same.

Excellent initiative and communication and problem solving skills.

Excellent ability to monitor, supervise, and evaluate staff, procedures, and policies.

Knowledge of modern management and communication techniques.

Must be an organizational change agent, with ability to implement motivational interventions to cultivate employee development. Ability to counsel staff for leadership development. Ability to do long range planning utilizing systems thinking processes. Be able to coach and counsel staff for resiliency and behavior flexibility during change periods.

Experience and Training:

Bachelor's degree from an accredited institution with course emphasis in public administration, urban planning, sociology, or related fields required. Master's degree preferred. And/or combination of progressively responsible experience over the last four years in public administration, rental property and/or housing. At least 3 years supervisory experience in a management position.

Must have strong computer knowledge and skills, and must quickly acquire knowledge and ability to use EmPHAsys the ACHA tenant database system, and FlexQL, a report writer based on the database system.

Experience in the field of property management is required. Experience in public service, community service, education, or human services field is desirable. Verifiable volunteer experience is acceptable.

SPECIAL REQUIREMENTS:

Holder of this position must be certified as an ARM or CPM under IREM requirements or CPHM under NAHRO requirements, or other certification standard as determined by ACHA. Employer will pay for training and certification testing. Must have PA Motor Vehicle Operators permit and the use of a dependable personal vehicle. There will be no waiver of these special requirements.

ALLEGHENY COUNTY HOUSING AUTHORITY
341 FOURTH AVENUE
PITTSBURGH, PA 15222

POSITION:

Property Manager

DEFINITION:

The PROPERTY MANAGER performs the coordination, integration, and implementation of policies and procedures related to management and administration of the LIPH housing communities including effective rent collections, consistent lease enforcement, accurate record-keeping, marketing of property and leasing of units, termination of units, legal matters relating to both lease enforcement and site control, monthly reports, "curb appeal" monitoring, resident relations including providing residents with information and referral of human and community services, developing and maintaining strong ties with resident leaders, amicable and professional leadership, and good customer service. This position is under the supervision of the Housing Management Supervisor.

DUTIES:

Responsible for tenant customer relations including leasing, rent collection and delinquency, enforcement of lease, vacancy monitoring and monthly tenant-management meetings, assist in ACHA processes related to development and implementation of programs and policies which address resident initiatives consisting of Economic Up-Lift and Self-Improvements, Resident Organization, and Resident Involvement.

Responsible for addressing lease violations and the enforcement of the lease including non-payment of rent.

Responsible for reviewing all rent accounts daily. It is the responsibility of the property manager to know the status of each account at any time throughout the month, to determine the proper action for the disposition of the account, and to take necessary action. The site manager should review the accounts with staff to ensure that they are familiar with each account.

Responsible for coordinating and/or performing any and all processes of the annual re-certification, interim re-certifications, and any and all changes residents may have relating to their continued occupancy in the LIPH program.

Responsible for meeting regularly and as needed with individual tenant customers to address concerns relating to their tenancy.

Responsible for meeting regularly with tenant leaders. Responsible for holding and officiating a monthly community meeting with residents. Attend resident functions as required, which may include evening and after hours meetings as needed.

Responsible for performing 3 housekeeping inspections of all occupied apartment units per fiscal year. Enforces reasonable and established ACHA housekeeping standards.

Responsible for monitoring and assuring that the necessary HUD and ACHA forms and reports are prepared and submitted correctly and on time

Works with Occupancy Department and Special Programs Department to market communities

Appears and testifies, if necessary, at any and all legal hearings involving evictions and/or other tenant problems, or for legal hearings involving any matters related to the community and matters related to the property manager's duties.

Assists in the preparation of the annual operating budget while maintaining a viable and sound fiscal operation

Responsible for the staff supervision and employee discipline of staff assigned to housing sites and under Site Manager jurisdiction.

Adheres to all necessary ACHA reporting schedules and goals, including, but not limited to PHMAP, TAR's, Evictions, and HQS and housekeeping inspections

Responsible for administering rent office/community service center including, but not limited to maintaining regular office schedule, file maintenance, general appearance, staff supervision, know & be able to perform job of all duties of all office staff supervised Responsible for training staff under their supervision.

Provides a visible presence by walking the community grounds and buildings daily and maintain good customer relations during grounds-walking

Must work with the supervisors of the Maintenance Department to ensure high standards of curb appeal, monitor maintenance staff work and report to maintenance supervisors Responsible for maintenance staff discipline for rule infractions that the property manager witnesses. Maintain interactive relationship with maintenance department supervisors

Works with resident relations supervisor on programs which address resident initiatives consisting of Economic Up-Lift and Self-Improvements, Resident Organization, and Resident Involvement. Maintains an interactive relationship with residents and their daily life in the community

Serves on committees or in any capacity needed in the area of community relations including, but not limited to modernization, security, education, entrepreneurship, community image.

Responsible for working with Department Director and Housing Management Supervisor on continual upgrading and improvement of ACHA and department policies and procedures.

Managers must conduct themselves in a professional manner at all times exhibiting professional and knowledgeable behavior, and representing ACHA to fellow employees, tenant customers, outside public and private agencies and the general public in a like manner.

KNOWLEDGE AND ABILITIES:

Considerable knowledge of established property management practices including effective administrative practices in public agencies. Knowledge of public housing programs and their various social problems including the ability to utilize appropriate and available resources and social services

Ability to meet with and interact professionally with a diversity of tenant groups and community agencies to plan community improvements

Ability to communicate in both written and oral form.

Must have strong computer knowledge and skills, and must quickly acquire knowledge and ability to use EmPHAsys, the ACHA tenant database system.

EXPERIENCE AND TRAINING:

Four year bachelor's degree from an accredited institution preferred. Associates degree (or completion of 2 years of college) at a minimum. Can substitute 3 years experience which developed the above stated knowledge and abilities In lieu of educational requirement.

Experience in the field of property management is required. Experience in public service, community service, education, or health and welfare field is desirable. Verifiable volunteer experience is acceptable.

SPECIAL REQUIREMENTS:

Holders of this position must be certified as an ARM or CPHM under IREM or NAHRO requirements, or other certification standard as determined by ACHA. Employer will pay for training and certification testing. Must have PA Motor Vehicle Operators permit and the use of a dependable personal vehicle. There will be no waiver of these special requirements.

Allegheny County Housing Authority
Elderly Site Listing

PHFA MGMT Agent
Questionnaire
Exhibit H
Section VI
Attachment 1

SITE (ELDERLY HI-RISE)	No. Units	FINANCING	DATES MANAGED	PROPERTY MGR	OWNER/ADDRESS
BLAWNOX APARTMENTS 6-43 701 Center Avenue, Blawnox, PA 15238	90 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
BRACKENRIDGE HALL APARTMENTS 6-32 887 First Avenue, Brackenridge, PA 15014	64 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341Fourth Avenue Pgh., PA 15222
CARSON HALL 6-30 Second & Wood Streets, Tarentum, PA 15084	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
CARVER HALL 6-36 565 Reed Street, Clairton, PA 15025	80 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
CORBETT APARTMENTS 6-39 175 Corbett Street, Pittsburgh, PA 15237	105 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
DUMPLIN HALL 6-33 502 Hay Street, Wilkinsburg, PA 15221	50 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
FDR APARTMENTS 6-35 421 E. Eighl Avenue, Homestead, PA 15120	100 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
GENERAL BRADDOCK TOWERS 6-29 620 Sixth Street, North Braddock, PA 15104	160 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
GOLDEN TOWERS 6-24 Allegheny Street, Tarentum, PA 15084	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
HARRISON HI RISE 2006 Broadview Boulevard, Natrona, PA 15065	102 Units High-Rise Building	HUD SECTION 8	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
HOMESTEAD APARTMENTS 6-25 441 E. Eighl Avenue, Homestead, PA 15120	144 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
HOMESTEAD APARTMENTS 6-25 441 E. Eighl Avenue, Homestead, PA 15120	106 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
JEFFERSON MANOR 6-42 201 JEFFERSON ROAD, PENN HILLS, PA 152	95 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
JOHN FRASER HALL 6-26 500 Hunter Street, Turtle Creek, PA 15145	98 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
OHIOVIEW TOWERS 6-41 250 Jefferson Drive, Mckees Rocks, PA 15136	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
SPRINGDALE MANOR 6-53 504 Pittsburgh Street, Springdale, PA 15144	90 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
TRUMAN TOWER 6-40 25 N. 2nd Sreet, Duquesne, PA 15110	63 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
WEST MIFFLIN MANOR 6-50 2400 Sharp Avenue, West Mifflin, PA 15122	107 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
WEST VIEW TOWERS 6-46 800 Westview Park Drive, West View, PA 15229	100 Unit High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222
WILMERDING APARTMENTS 6-27 314 Commerce Street, Wilmerding, PA 15148	95 Unit High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412 355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA 15222

PHFA MGMT Agent
Questionnaire
Exhibit II
Section VI
Attachment 2

Allegheny County Housing Authority
Family Site Listing

SITE	No. Units	FINANCING	DATES MANAGED	PROPERTY MGR	OWNER/ADDRESS
LEGHENY ESTATES	23	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
ıgle family homes throughout Allegheny Co.				412-355-2122	341 Fourth Avenue Pgh., PA 15222
RNS HEIGHTS 6-4	174	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
therine & High Streets, Duquesne, PA 15110				412-355-2122	341 Fourth Avenue Pgh., PA 15222
RTNER APARTMENTS 6-34	24	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
& Main, Tarentum, PA 15084				412-355-2122	341 Fourth Avenue Pgh., PA 15222
RNEGIE APARTMENTS 6-31	15	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
4 Lydia Drive, Coraopolis, PA 15106				412-355-2122	341 Fourth Avenue Pgh., PA 15222
OUSE RUS HOMES PA 6-68	10	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
ıgle family homes throughout Allegheny Co.				412-355-2122	342 Fourth Avenue Pgh., PA 15222
OVETON VILLAGE 6-18	100	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
1 Village Drive, Coraopolis, PA 15108				412-355-2122	341 Fourth Avenue Pgh., PA 15222
YS MANOR 6-9-22	138	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
cust Street, Mckees Rocks, PA 15136				412-355-2122	341 Fourth Avenue Pgh., PA 15222
WKINS VILLAGE 6-3-7	201	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
nmawr Avenue, Rankin, PA 15104				412-355-2122	342 Fourth Avenue Pgh., PA 15222
UREL HILLS HOMES	1	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
ıgle family homes throughout Allegheny Co.				412-355-2123	341 Fourth Avenue Pgh., PA 15222
PLEVIEW TERRACE 6-10	72	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
ıona Street, Braddock, PA 15104				412-355-2122	341 Fourth Avenue Pgh., PA 15222
KEES ROCKS TERRACE 6-2	288	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
Howard Drive, Mckees Rocks, PA 15136				412-355-2122	341 Fourth Avenue Pgh., PA 15222
LVUE ACRES 6-12	48	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
lle Avenue, Clairton, PA 15025				412-355-2122	341 Fourth Avenue Pgh., PA 15222
GLEY APARTMENTS 6-34	36	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
0 Mill Street, Tarentum, PA 15084				412-355-2122	341 Fourth Avenue Pgh., PA 15222
IOVIW ACRES 6-20	250	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
0 Jefferson Drive, Mckees Rocks, PA 15136				412-355-2122	341 Fourth Avenue Pgh., PA 15222
RK APARTMENTS 6-26	122	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
lg 1 Municipal Drive, Natrona Heights, PA 15				412-355-2122	341 Fourth Avenue Pgh., PA 15222
NN HILLS SCATTERED SITES 6-45	13	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
nn Hills, PA 15235				412-355-2122	341 Fourth Avenue Pgh., PA 15222
OSPECT TERRACE 6-23	94	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
Prospect Drive, East Pittsburgh, PA 15112				412-355-2122	341 Fourth Avenue Pgh., PA 15222
JGEWOOD TOWNHOMES	28	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
ıgle family homes throughout Allegheny Co.				412-355-2123	342 Fourth Avenue Pgh., PA 15222
ARPS TERRACE 6-6	66	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
17 Sisca Street, Sharpsburg, PA 15215				412-355-2122	341 Fourth Avenue Pgh., PA 15222
ELDON PARK 6-37	70	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
lg 1 Municipal Drive, Natrona Heights, PA 15				412-355-2122	341 Fourth Avenue Pgh., PA 15222
NSA VILLAGE 6-8-22	70	HUD LIPH Financing	currently managing	Philip Manion	Allegheny County Housing Authority
len & Robb Streets, Mckees Rocks, PA 15136				412-355-2122	341 Fourth Avenue Pgh., PA 15222

Not Applicable

Exhibit J

CERTIFICATION OF DEVELOPER EXPERIENCE

The attached form must be completed by applicants who are seeking points for developing tax credit projects in states other than Pennsylvania.

The form must be completed by the applicant, executed by the appropriate tax credit agency, and included in the Tax Credit Application Package behind Tab #30, Development Team Experience. Forms received after the closing date for submission for a cycle will not be accepted.

If you have more than 8 projects in any state, you must submit the same form for the remainder of the projects. The Agency will not accept a list of projects that is attached to the certification form.

The form must state the name of the project, the tax credit number, location of the project, type of project (e.g. elderly, general, homeless) and the total number of units. In addition, you must state the current status of the project using the follow:

RC - Tax credits have been reserved. Project is not under construction.

UC - Project is under construction.

PIS - Project is completed and placed in service.

Exhibit J

****Not Applicable****

PENNSYLVANIA HOUSING FINANCE AGENCY

Certification of Developer Experience

Information to be completed by the applicant:

Proposed Project and Location: _____

_____

Applicant Name: _____

Address: _____

The applicant is a general partner in the following tax credit projects that have received an allocation of tax credits in the state of _____.

Project Name and State Tax Credit No.	Location	Type of Project	Status of Project	# of Units

To be completed by the appropriate representative of the agency administering the tax credit program.

The list of projects on this page is an accurate representation of the affordable rental housing projects in which _____ (name of applicant) is a general partner.

Name of the Representative _____

Agency/Department Name. _____

Agency/Department Address: _____

Signature: _____ Date: _____

Not Applicable

Exhibit K

CERTIFICATION OF MANAGEMENT AGENT EXPERIENCE

The applicant must have the management agent complete the attached form if the applicant is seeking points for management experience in states other than Pennsylvania.

The form must be completed by the management agent, executed by the appropriate tax credit agency, and included in the Tax Credit Application Package behind Tab #30, Development Team Experience. Forms received after the closing date for submission for a cycle will not be accepted.

If the management agent has more than 8 projects in any state, they must submit the same form for the remainder of the projects. The Agency will not accept a list of projects that is attached to the certification form.

The form must state the name of the project, the tax credit number, location of the project, type of project (e.g. elderly, general, homeless) and the total number of units. In addition, you must state the current status of the project using the follow:

RC - Tax credits have been reserved. Project is not under construction.

UC - Project is under construction.

PIS - Project is completed and placed in service.

Not Applicable

Exhibit K

PENNSYLVANIA HOUSING FINANCE AGENCY

Certification of Management Agent Experience

Information to be completed by the management agent:

Proposed Project and Location: _____

_____

Management Agent: _____

Address: _____

The management agent shown above is the management agent on the following tax credit projects that have received an allocation of tax credits in the state of _____

Project Name and State Tax Credit No.	Location	Type of Project	Status of Project	# of Units

To be completed by the appropriate representative of the agency administering the tax credit program.

The list of projects on this page is an accurate representation of the affordable rental housing projects in which _____ is the management agent.

Name of the Representative: _____

Agency/Department Name: _____

Agency/Department Address: _____

Signature: _____ Date: _____

Exhibit L

**** NOT APPLICABLE ****

PRESERVATION PHYSICAL NEEDS ASSESSMENT OR CAPITAL NEEDS ASSESSMENT REQUIREMENTS

PennHOMES Preservation applicants for rehabilitation must submit a Physical Condition Assessment (PCA), or recent Capital Needs Assessment (CNA) and replacement reserves analysis. The PCA/CNA must have been performed within 12 months of the submission date of the application.

The PCA/CNA shall include the following four (4) major components:

1. Critical Repair Items. All health and safety deficiencies or violations of Section 8 housing quality standards, including any/all Federal Lead Based Paint requirements, and FHA's regulatory agreement standards that require immediate remediation.
2. Twelve-Month Physical Needs. An estimate of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months. Includes the minimum market amenities needed to restore the property to the non-luxury standard adequate for the rental market for which the project was originally approved. If the standard has changed over time, the rehabilitation may include improvements to meet the current standards.
3. Long-Term Physical Needs. As estimate of the repairs and replacement items beyond the first year that are required to maintain the project's physical integrity over the next **twenty (20) years**, such as major structural systems that will need to be replaced during this period
4. Analysis of Reserves for Replacement. An estimate of the initial and monthly deposit to the Reserves for Replacement account needed to fund the project's long-term physical needs, accounting for inflation, the existing Reserves for Replacement balance, and the Expected Useful Life (EUL) of major building systems. This analysis should include the cost of twelve-month physical needs, but not any work items that would be treated as an operating expense.

Statement of Work

1. The report shall be written with detailed narrative and accompanying color photographs and shall describe the property's exterior and interior physical condition, including architectural and structural components, and mechanical systems.
2. The report shall:
   a) Identify in detail any repair items that represent an immediate threat to health and safety, and all other significant defects, deficiencies, items of deferred maintenance, and material building code violations (individual and collectively, Physical Deficiencies) that would limit the expected useful life of major components or systems,
   b) Provide estimated costs to remedy the detailed Physical Deficiencies (for 1 year of immediate needs); and

**** NOT APPLICABLE**

c) Prepare a Replace Reserve Schedule, including an estimate of the initial and annual deposits (projected to increase at the operating cost adjustment factor) based on the remaining term of the mortgage plus two years.

3. The report shall identify any physical deficiencies as a result of:

   a) A visual survey;

   b) A review of any pertinent documentation; and

   c) Interviews with the property owner, management staff, tenants, interested local community groups and government officials.

4. The report shall provide a description of directly observed potential on-site environmental hazards.

5. The report shall assess the twelve-month physical needs. The standard is a non-luxury standard adequate for the rental market. The physical needs identified should be those necessary for the project to retain its original market position as an affordable project in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a project). The twelve-month physical needs should include those improvements the project requires to compete in the market. Where a range of options exists, the most effective options for rehabilitation should be chosen, when both capital and operating costs are taken into consideration.

6. The report shall determine the cost-benefit of each significant work item in the rehabilitation plan (i.e., greater than $5,000 per work item) that represents an improvement to the product, an upgrade to current elements or that could be considered to reduce the operating expenses. For example, individual utility metering, extra insulation, thermopane windows, water savers on showers and toilets, automatic setback thermostats, and durable siding.

   Compare the cost of the item with the long-term impact on rent and expenses, taking into account the remaining useful life of building systems, as needed.

7. An independent consultant, an architect, general contractor or engineer, any of who must be licensed in the State of Pennsylvania, shall prepare the report.

8. The report shall explain how the project will meet the requirements for accessibility/visitibility to persons with disabilities, to the extent applicable.

9. Prepare a PCA/CNA report, which in addition to the four major aforementioned components and at a minimum shall include the following subcomponents. Submit one (1) original and three (3) copies of the report to the Agency at the time of application.

   a) Project Summary Sheet;

   b) Executive Summary (discussion of the physical condition of the property and any major repair/rehab items observed); and

   c) Index; and

   d) Introduction to the Report; and

   e) Building Evaluation (property identification, including location and description); and

f) Site Improvement Evaluation/Analysis (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors and general site improvements); and

g) Building Architectural and Structural Systems Evaluation (foundations superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts, and common areas energy efficiency, tenant amenities, playgrounds and playground equipment), and

h) Building Mechanical and Electrical Systems Evaluation (building HVAC, plumbing, electrical, elevators, fire protection/security systems), and

i) Interior Dwelling Units Evaluation (interior finishes, all floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems, security systems); and

j) Evaluation/Analysis of Other Structures; and

k) Environmental Evaluation; and

l) Estimated Useful Life Analysis (computation of Repairs and Replacement Reserves), and

m) The basis for identifying any item for repair or replacement; and

n) Unit cost breakdowns shall be provided for multiple items (i.e., stoves, refrigerators, cabinets, bathroom fixtures, etc.); and

o) Acknowledgments (who prepared report, when report was prepared, who received report and when report was reviewed); and

p) Appendices (photographs, site plans, maps, etc.); and

q) Identification of any observed hazards, flammable or explosive facilities/operations in the immediate area of the project; and

r) State whether the project is located in a Flood Plain.

2000 Tax Credit Addendum

PENNSYLVANIA HOUSING FINANCE AGENCY
YEAR 2001
TAX CREDIT APPLICATION ADDENDUM

Date 12-10-00
TC No. _____ (To be assigned)

PROJECT NAME Groveton Village

APPLICANT/DEVELOPER Groveton village Housing Partnership, L.P.

A. PREVIOUS PARTICIPATION

1 Has the project been issued a reservation or allocation of tax credits in a previous year?
Yes No X
If yes, tax credit project no. TC _____

2. Has the applicant/developer been involved in any other projects that have received an allocation of tax credits? Yes X No
If yes, list project name(s) and tax credit project number(s) below:

See Attached List

(Attach separate sheet for additional project names and numbers)

3. Has the proposed management agent been involved with any project that has received an allocation of tax credits? Yes X No
If yes, list project name(s) and tax credit project number(s) below:

See Attached List

(Attach separate sheet for additional project names and numbers)

4 Is the applicant/developer involved or been involved in an Agency funded project that is delinquent in payments to the Agency? Yes No X
If yes, list project name(s) and project number(s) below:

(Attach separate sheet for additional project names and numbers)

5 Has the applicant/developer materially defaulted in any of its obligations to the Agency?
Yes No X
If yes, list project name(s) and project number(s) below:

_____ _____

_____ _____

(Attach separate sheet for additional project names and numbers)

6. Has the applicant/developer materially defaulted in any of its obligations to other state housing credit agencies Yes No X
If yes, list project name(s) and location below:

_____ _____

_____ _____

(Attach separate sheet for additional project names and numbers)

7. Have you, or any principals in your organization, ever had a financial interest in real estate that:
a. Was foreclosed upon? Yes No X

b. Filed for bankruptcy protection? Yes No X

If the answer to any of the above is "yes," please explain on a separate sheet.

If you have answered in the affirmative to questions 5, 6, or 7, this may have a negative impact on your ranking in the selection criteria of Development Team's experience.

B. PROJECT INFORMATION

1. Are you requesting a reservation of tax credits from the nonprofit set-aside?
Yes No X

2. Total number of residential units 69
Total number of low-income units (including Manager's Unit) 66
Total number of market rate units 3
Manager's unit _____

3. Are all rental residential units available to the general public? Yes X No

4 Buildings having four or less units: Are any of the units to be occupied by the owner or a person related to the owner? Yes No

If yes, is the building part of a development plan of action sponsored by a state or local government or a qualified nonprofit organization? Yes No

D. TYPE OF TAX CREDITS REQUESTED

(Please check applicable box)

1. New Construction
   ☒ with federal subsidies ☐ without federal subsidies

2. Rehabilitation
   ☐ with federal subsidies ☐ without federal subsidies

3. Rehabilitation and Acquisition
   a. ☐ Units occupied or suitable for occupancy on acquisition date
   ☐ Units occupied or suitable for occupancy upon completion of the rehabilitation

   b. ☐ with federal subsidies
   ☐ without federal subsidies

4. High Cost Area N/A
   a. Do any of the buildings in the project qualify as being located in a High Cost Area pursuant to Section 42 of the Code? Yes No X

   b. Census tract number _____ (or)

   Difficult Development Area _____

   If multiple census tracts, list census tract for each building on a separate sheet.

5. The following information must be provided for each building in the project for which you are applying for acquisition tax credits. Use a separate sheet if multiple buildings.

   a. Building address _____

   _____

   b. Current owner _____

   c. Type of site control _____

   d. Date of the most recent sale or transfer of the building _____

   e. Was rehabilitation work greater than 25% of the building's adjusted basis performed by the previous owner? Yes No

   f. Was the building occupied at any time during the last ten years? Yes No

   g. Was the building occupied or suitable for occupancy at the time of purchase? Yes No

   h. If single family residence, was the building used by the previous owners as their principal residence for the past ten years? Yes No

NOTE: A COPY OF THE CURRENT DEED FOR EACH BUILDING MUST BE INCLUDED AS EXHIBIT 6 TO THE APPLICATION.

5. Is the project currently occupied? Yes X No

If no, has the project been occupied within the last 12 months? Yes No

If the project has been occupied within the last 12 months and a decline in occupancy has occurred, indicate the reason(s) for the decline. _____

Does development of the project involve displacement and/or relocation?
Yes X No

Indicate number of families and/or businesses 50

If the project will result in the displacement and/or relocation of low-income residents please provide evidence on a separate sheet that the displacement of tenants is due to existing overcrowding at the project or to the greatest extent feasible current residents will be offered the opportunity to return to an affordable unit in the development or receive relocation benefits.

C. ELECTION OF THE MINIMUM SET-ASIDE REQUIREMENT

The owner must irrevocably elect, with regard to the low income units, one of the Minimum Set-Aside Requirements described below. (Check one):

X At least 20% of the rental residential units (or of the total square footage of the residential space) in this development is rent-restricted and to be occupied by individuals whose income is 50% or less of area median gross income.

_____ At least 40% of the rental residential units (or of the total square footage of the residential space) in this development is rent-restricted and to be occupied by individuals whose income is 60% or less of area median gross income.

PLEASE NOTE. By electing 20% at 50% of median income, you have elected that ALL low income units will be occupied by tenants whose income will not exceed 50% of area median gross income.

D. TYPE OF TAX CREDITS REQUESTED

(Please check applicable box)

1. New Construction

☒ with federal subsidies ☐ without federal subsidies

2. Rehabilitation

☐ with federal subsidies ☐ without federal subsidies

3. Rehabilitation and Acquisition

a. ☐ Units occupied or suitable for occupancy on acquisition date

☐ Units occupied or suitable for occupancy upon completion of the rehabilitation

b. ☐ with federal subsidies

☐ without federal subsidies

4. High Cost Area

a. Do any of the buildings in the project qualify as being located in a High Cost Area pursuant to Section 42 of the Code? Yes No X

b. Census tract number __ _____ (or)

Difficult Development Area _____

If multiple census tracts, list census tract for each building on a separate sheet.

5. The following information must be provided for each building in the project for which you are applying for acquisition tax credits. Use a separate sheet if multiple buildings.

a. Building address _____

_____

b. Current owner _____

c. Type of site control _____

d. Date of the most recent sale or transfer of the building _____

e. Was rehabilitation work greater than 25% of the building's adjusted basis performed by the previous owner? Yes No

f. Was the building occupied at any time during the last ten years? Yes No

g. Was the building occupied or suitable for occupancy at the time of purchase? Yes No

h. If single family residence, was the building used by the previous owners as their principal residence for the past ten years? Yes No

NOTE: A COPY OF THE CURRENT DEED FOR EACH BUILDING MUST BE INCLUDED AS EXHIBIT 6 TO THE APPLICATION.

E. TIMING FOR RESERVATION AND ALLOCATION

		New Construction or Rehabilitation Credit	Acquisition Credit
1	Anticipated Placed-In Service Date	12/1/2003	
	OR		
2	Actual Placed-In-Service Date*		

(If multiple buildings, you must provide above information for each building.)

*See Program Guide for definition of Placed-In-Service date.

F. GROSS RENT FLOOR ELECTION (See page 4 of the Program Guide)

1 _____ If this line is checked, owner has determined that the gross rent floor as set forth in Section 42 (g)(2)(B) will take effect on the date the building is placed-in-service

2 X If this line is checked, the gross rent floor as set forth in Section 42(g)(2)(B) will take effect on the date the Agency and owner execute the Carryover Allocation Agreement.

G. FINANCIAL INFORMATION

1. Federal Subsidies

a. Is any portion of the eligible basis of the building(s) financed or to be financed with federal subsidies? Yes ☐ No ☒

If yes, state the amount:

_____ Tax-Exempt Financing

_____ Rural Development Financing

_____ Community Development Block Grant (CDBG) Financing

_____ HOPE VI Financing

_____ Home Investment Partnerships (HOME) Financing

$ 6,603,517 Other (specify): Capital Funds Program Loan

b. How is the subsidy to be used?

(1) Loan below AFR _____

(2) Loan at or above AFR X

(3) Grant (see 2 below) _____

(4) Building Acquisition* _____

(5) Land Acquisition* _____

(6) Operating subsidy _____

(7) Other _____

c. Did this project receive federal assistance in any prior year? Yes ☐ No ☒

Date _____ Type _____ Amount _____

2. Grants

a. Is the source of any loan to the project a federal, state, local or private grant?

Yes ☐ No ☒

If yes, state source of grant and term of the loan(s):

$_____ Source _____

$_____ Source _____

$_____ Source _____

b. Is (are) the building(s) the subject of federal, state, local, nonprofit or private grants which are not repayable? Yes ☐ No ☒

c. Amount of grant(s): $_____ Source _____

$_____ Source _____

$_____ Source _____

d. Is the grant to be used for the acquisition of an existing building? Yes ☐ No ☒

e. Is the grant to be used for the purchase of the land? Yes ☐ No ☒
If so, what portion $_____.

* PLEASE NOTE: Financing document(s) must specify that the funds are only to be used for the acquisition of the property(s). A copy of the document(s) must be provided.

PENNSYLVANIA TAX CREDIT PROJECT LIST

Pennrose Properties, Inc./Pennrose Equities/Pennrose Management Company

(All Below-Listed Developments Managed By Pennrose Management Company)

Name of Project	Developed By PPI/PE Yes	Developed By PPI/PE No	Tax Credit No
Allison Hill			TC 91-146/92-132
Allison Hill II			TC 95-112
Brantwood II			TC 96-76
Brentwood			TC 93-121/94-53
Calcon Gardens			TC 99-56
Camphor Brooks School		X	TC 97-047
Chatham Senior Village			TC 98-82
Chestnut Ridge			TC 96-23/97-77
Church Lane Court			TC 89-24/89-173
Chestnut Ridge			TC 96-32/97-77
Cloisters I			TC 92-119
Cloisters II			TC 92-158
Diamond Street Apartments			TC 89-205
Diamond Street Apartments -Phase II			TC 90-53
Diamond Street Apartments - Phase III			TC 95-14/96-107
Dorothy Lovell Gardens		X	TC 90-024
Dunlap Apartments			TC 89-206
Farmer's Market			TC 99-68
Fifth Street Residences			TC 92-12/94-83
Hanover Residences			TC 00-21
Goodwill Manor			TC 95-118
Goodwill Neighborhood Residences			TC 96-62
Grace Commons		X	TC 92-032
Imani Homes		X	TC 96-130
Jefferis Square			TC 95-8
Landreth, The			TC 91-84/92-129
Liberty House			TC 95-5
Limerick Green			TC 98-67
Lincoln Renaissance			TC 93-1
Manchester Hope VI - Phase I			TC 96-29
Manchester Hope VI - Phase II			TC 96-123
Manchester Hope VI - Phase III			TC 97-102
Manchester Hope VI - Phase IV			TC 98-77
Mansion Court - Phase I			TC 91-151/94-158
Mansion Court - Phase II			TC 95-15
Marlton Residences			TC 94-45
Martin Luther King Plaza HOPE VI			TC 99-99
McFarland, The			TC 96-70
Monroe Meadows			TC 00-39
Oxford, The			TC 93-40
Oxford Village Apartments			TC 98-101
Pennsbury Commons			TC 98-032
Regent Terrace			TC 88-4
Residences at 6000 Baltimore			TC 97-36
Rittenhouse			TC 95-117
Riverview Terrace			TC 96-122
Sartain			TC 89-204
Spencer's Place			TC 95-110
Spring Garden Housing (PEC) (RBM Assoc.)			TC 89-218
Susquehanna II			TC 94-049
Strodevan School			TC 99-19

Pennsylvania Tax Credit Project List

Pennrose Properties, Inc./Pennrose Equities/Pennrose Management Company

(All Below-Listed Developments Managed by Pennrose Management Company)

Name of Project	Developed By PPI/PE		Tax Credit No.
	Yes	No	
Tasker Village			TC 93-39/94 52/95-54
Tioga Gardens			TC 93-124/95-11/96-67
Universal Court			TC 96-75
Universal Court II		X	TC 97-090/TC 98-318
Villa Maria			TC 96-94
Villa Maria II			TC 97-112
Westbridge Apartments			TC 98-129
Woodlayne Court			TC 91-47

H. SELECTION CRITERIA

All applicants accepted for each cycle will be ranked according to the selection criteria stated below. Please check the criteria which your proposal is addressing and, where applicable, state how it is being addressed. You should provide a narrative to the identified selection criteria chosen.

1. Financial Criteria

a Developer's fee is less than the maximum allowable developer's fee. See Program Guidelines for determination of maximum developer's fee. State percentage of developer's fee below maximum *0.00%*

Part I ***Calculation of Developer's Fee on eligible replacement cost.***

A. Rehabilitation or New Construction replacement costs:

Total Construction Costs*.....	$	8,736,910	(1)
plus Total Fees*.....	$	779,684	(2)
plus Miscellaneous Fees*.....	$	316,266	(3)
plus Construction Financing and Carrying Charges	$	70,000	(4)
plus Permanent Financing Fees.....	$	-	(5)
Total Basis for Developer's Fee	$	9,902,860	(6)

* Costs are limited to the maximums established in the Fee Schedule.

Rehabilitation or New Construction Developer's Fee
For projects of 25 units or more:

Line 6 (Up to $5 million) x .15=.....	$	750,000.00	(7)
Line 6 (Every $ > $5 million) x .10 =.....	$	490,285.99	(8)
(OR)	$	1,240,285.99	(9)

For projects with less than 25 units: OR

Line 6 x 0.20 = ...	$	-	(9)

Note: For phased projects with common ownership entities, the fees for each phase will be aggregated and the total fee may not exceed the above limits.

1. **Financial Criteria**

B. Acquisition Costs:

Building Cost	0	(10)
Less Land	0	(11)
Acquisition Developer Fee Basis	0	(12)
Acquisition Developer Fee (Line 12 X .05%)	0	(13)*

* Maximum of $100,000

C. Total Maximum Developer's Fee (Line 9 plus Line 13) $ 1,240,285.99 (14)

D. Developer Fee as a percentage of eligible replacement cost

Line 14 / Line 6 plus Line 12 = $ 1,240,286 / $ 9,902,860 = 12.52% (15)

Part II Maximum Developer's Fee of the HUD 221 (d) (3) limits

A. HUD 221 (d)(3) Maximum Limit $ 6,741,469.00 (16)

B. Calculation of the Developer's Fee
For projects of 25 units or more:

Line 16 (Up to $5 Million) x 0.15 =	$ 750,000.00	(17)
Line 16 (Every $ > $5 Million) x 0.10 =	$ 174,146.90	(18)
	$ 924,146.90	(19)

(OR)

For projects with less than 25 units: OR

Line 16 x 0.20 = $ - (19)

C. Developer Fee as a percentage of 221 (d)(3) Limits

Line 19 / Line 16 = $ 924,147 / $ 6,741,469 = 13.71% (20)

NOTE: MAXIMUM DEVELOPER'S FEE IS THE LESSER OF LINE 14 OR LINE 19

1. **Financial Criteria**

Part III Percentage of Developer's Fee Below Maximum

A. Developer's Fee shown on Tax Credit Application $ 924,147 (21)

B. Developer's Fee as a percentage of the lesser of (lines 6+12) or Line 16:

Line 21	=	$ 924,147	=	13.71% (22)
Lesser of (Lines 6+12) or Line 16		$ 6,741,469		

C. Percentage Below Maximum

Line 15 or Line 20 (whichever is applicable)	-	Line 22	=	
13.71%	-	13.71%	=	0.00% (23)

Line 23			Points
	0% -	1%	0
>	1% -	2%	1
>	2% -	3%	2
>	3% -	4%	3
>	4%		4

Points 1a. 0

If the Agency has made adjustments to the project budget which would result in the awarding of fewer points for this selection criterion, do you want the Agency to adjust your developer's fee downward to receive the points indicated in 1a.? ☐ Yes ☑ No

1b. Application which demonstrates that the owner is committing a substantial amount of the developer's fee to support project costs, project operations, supportive services for the elderly, or to establish job training - transition to work program. **No more than 75% of the developer's fee may be reinvested.** State percentage of the developer's fee to be committed

0%

Percentage of Developer's Fee Reinvested			Points
	0% -	16%	0
>	16% -	31%	1
>	31% -	46%	2
>	46% -	75%	3

Points 1b. 0

1. **Financial Criteria**

1c. Project receiving a higher net pay-in value for the tax credits than the average market syndication raise. Net pay-in is calculated after deducting all syndication costs including brige loan interest and . expenses

Gross Equity Pay-In.....	$ 4,927,610.55
Less Bridge Loan Interest and Expense.....	$ -
Net Equity Pay-In.....	$ 4,927,610.55

Net Equity Pay-In / Annual Tax Credit x 10 = 0.801

Net Pay-In Value	Points
< 0.59	-4
> 0.59 - 0.65	-2
> 0.65 - 0.70	0
> 0.70 - 0.75	1
> 0.75 - 0.80	3
> 0.80	5

Points 1c. 5

Please note that the Agency reserves the right to determine that a construction loan is actually a bridge loan and may re-categorize construction loan interest and expenses as bridge loan costs.

1d. Project Receiving significant funding from state and local programs, non-profit organizations, private foundations, and/or Federal programs including the Historic Tax Credits. Funds from these agencies ora organizations that are being lent to the project at an interest rate above 1% and will recive partial credit under Part 2 of this category.

(Part I) Total qualifying subsidies as a percentage of total project costs.

Total qualifying subsidies _____

State as a percentage of total project costs 0%

Percentage	Points
0% - 11%	0
> 11% - 26%	2
> 26% - 41%	4
> 41% - 56%	6
> 56%	8

Points 0

1. **Financial Criteria**

(Part 2) *Funds from local, stae or federal programs, nonprofit organizations and private foundations, that are being lent to te the project at, an interest rate above 1%*

State as a percentage of total project costs 57%

	Percentage	Points
	0% - 11%	0
>	11% - 26%	1
>	26% - 41%	2
>	41% - 56%	3
>	56%	4

Points 4

(Part 3) Subsidized Rents

Projects in which a the majority (51% or greater) of the units are receiving a federal rental subsidy. To receive points, a commitment from the subsidy provider must be in place. State as a percentage of total units 100%

If yes, 2 points

Points 2

(Part 4) Donated Land and/or buildings

Projects in which greater than 25% of the total number of land parcels and / or buildings have been donated by a governmental entity or party who retains no interest in the final ownership entity, or projects subject to a long term lease where the lease payment is minimal ($1). There may be no identity of interest between donee and donor. No points will be awarded if a donor donates one property and sells another property to the donee. Please refer to Core Application, Exhibit C for definition of "identity of interest".

	Percentage	Points
>	25% - 75%	1
>	75%	2

Points 2

Total Points 1d. 8

2. **Resident and Project Considerations**

a. Development to be substantially occupied by tenants whose incomes are at or below 50% of the area gross median income as established by HUD. In mixed income projects, the percentage will be based on the total number number of tax credit eligible units. State percentage of qualifying units

80%

Percentage of units at or below 50% of median income to total low income units in the project.

	Percentage	Points
	0% - 11%	0
>	11% - 21%	2
>	21% - 31%	4
>	31% - 41%	6
>	41% - 51%	8
>	51%	10

Points 2a. 10

b. Projects which are underwritten and maintained at rents that are at or below 50% of the area median income. Subsidized units do not qualify for points. State percentage of units 83%

	Percentage of units at 50% to total units	Points
	0% - 21%	2
>	21% - 41%	4
>	41% - 61%	6
>	61% - 81%	8
>	81% - 100%	10

Points 2b. 10

c. Projects are addressing the needs of the local public housing waiting list. See allocation plan for specifics on meeting this criterion. If criterion is met, 2 points

Points 2c. 2

ALLEGHENY COUNTY HOUSING AUTHORITY
FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-6940 · FAX (412) 355-6954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
EVELYN BENZO
THOMAS S. METZLER
MIKA DUNCAN
MICHELLE PAGANO

EXECUTIVE DIRECTOR
FRANK AGGAZIO

CERTIFICATION

Please accept this letter as certification that the combined tenant contribution and operating subsidy for 83% of the tax credit units at Groveton Village will not exceed the 50% fair market rents.

Frank Aggazio, Executive Director

2. **Resident and Project Considerations**

d. Proposals demonstrating a significant commitment to, and the ability to meet the needs of , one of the following special needs groups: residents who are physically or mentally disabled, including persons with HIV/AIDS; transitional or permanent housing for the homeless; migrant farm workers; or 20% of the units must be rented to and affordable to tenants at 40% of median income. See Program Guide and/or Allocation for specific requirements which must be met to be eligible for these points.

State Special Needs Group to be housed	<40% of AMI
State percentage of units set aside	20%

If this criterioin is met, 8 points **Points 2d.** 8

(OR)

Proposals that agree to provide twice as many accessable units as they would otherwise be required to provide (under local, state or federal mandate) in the project. See Program Guide for specifics on meeting this requirement.

Number of accessible units required	1
Number of units set-aside	0

If this criterioin is met, 4 points **Points 2d.** 0

e. Commitment to serve low-income tenants for a period of not less than 30 years. Owner must commit in writing to waive his/her right to petition the Agency to terminate the extended use term as described in Section 42 of the Code.
If yes, 10 points **Points 2e.** 10

f. Proposals with a financially viable program with services in place to foster a conversion of the facility to home ownership at the end of the initial 15-year compliance period See Program Guidelines for specific requirements which must be met to be eligible for these points.
If yes, 8 points **Points 2f.** 0

Note: Applicants requesting points under Part 2 (e) are ineligible for points in this category

2. **Resident and Project Considerations**

g. Proposals with a financially viable plan together with a qualified service provider organization to provide support for low income affected by life changes associated with preparing for and retaining employment. See Program Guide for specific requirements which must be met to be eligible for these points.

If yes, 4 points

Points 2g. 4

h. Proposals with a financially viable plan that allow residents 62 years of age and older to maintain their independent lifestyle through the provision of appropriate supportive services. Note that the entire project must be occupied by tenants at or above age 62. See Program Guide for specific requirements which must be met to be eligible for these points.

If yes, 4 points

Points 2h. 0

3. **Development Team**

a. Experience of development team in developing the type and size of the proposed project. The development team members include the general partner, architect, general contractor, attorney and management agent. Information documenting experience is requested as part of the application. (Lack of experience of the general partner may be supplemented by the inclusion of an experienced housing consultant on the development team.

(Part 1) Experience of the General Partner in type and size of project. See Program Guide for specifics in meeting this criteria

	1	- 4	Projects	1
	5	- 10	Projects	2
	11	- 15	Projects	3
>	15		Projects	4

Points 4

(or)
Experienced Housing Consultant in lieu of experienced general partner.
If yes, 1 point

Points 0

(Part 2) Experience of the Management Agent with Low-Income Housing Credit Projects and Section 8 subsidized projects. State number of these projects currently managed 16

Number of Projects

	1	- 4	Projects	1
	5	- 15	Projects	2
>	15		Projects	3

Points 3

(Part 3) Attorney has experience in the Low Income Housing Tax Credit Program.
If yes, 1 point

Points 1

(Part 4) General Contractor and Architect are experienced in the type and size of the project to be developed.
If yes, 1 point

Points 1

Total Points 3a. 9

3. **Development Team**

b. Projects comprised of a development team component whose firm has been designated as a Woman's Business Enterprise (WBE), a Minority Business Enterprise (MBE), or a Disabled Business Enterprise (DBE). The MBE, WBE, or DBE must materially participate in the development process. Development team members to be considered are the general partner (or housing consultant supplementing the lack of experience of the general partner in the Tax Cridit Program), design architect, supervising architect, attorney, general contractor and management agent. Joint ventures, subcontractors, or joint fee arrangements will not be used to secure material participation, except in the case of legal counsel where the MBE/WBE or DBE firm is receiving more than 50% of the contract fee included in the project budget.

If yes, 4 points

Points 3b. 4

c. Proposals which demonstrate that a local tax-exempt organization has a significant commitment and investment in the development and ongoing operation of the project throughout the compliance period. See Allocation Plan for specific guidelines in meeting this criterion.

If yes, 5 points

Points 3c. 5

d. Projects that involve a development team member who is also involved in a Tax Credit project that is found to be consistently out of compliance with Tax Credit Program requirements, have unresolved issuesthat have been reported to the IRS, or that has changed one or more features of one of the Selection Criteria originally used in ranking a project will receive negative points in ranking.

If yes, -4 to -8 points

Points 3d. 0

4. **Marketability and Need**

The Agency will measure the marketability and need of a project based upon information provided by the market study / rental assessment. A Needs Assessment Form must be completed by the market analyst (or in the case of a rental market assessment submission, by the developer) in the format developed by the Agency. If the Needs Assesment Form and/or Market Study is not completed to the Agency's required format, there will be no points awarded for this category. See Program Guide and Core Application for specifics.

Maximum 6 points

Points 4. 6

5. **Completeness of Application**

Applications that are not accurately completed and contain all required application exhibits and information as delineated in the Checklist of Exhibits and the Core Application will receive negative points. Application must be tabbed as shown in the attached Checklist of Exhibits. See Program Guide for specifics

(-1) - (-6) points

Point 5. 0

TOTAL PROJECT POINTS 81

I. APPLICATION SUBMISSION

Tax credit applicants will be required to pay a nonrefundable application fee for processing of the tax credit application. This fee is equal to the lesser of $25 per unit or $1,000. If the project is awarded a reservation of tax credits, a reservation fee equal to 2% of the amount of tax credits reserved must be remitted to the Agency within two weeks of the reservation date. Please refer to the Agency's fee schedule for a further breakdown of additional fees.

To be considered for a tax credit reservation, **a completed application must be received by 2:00 p.m.** of the closing date of a cycle as presented in the Agency's Allocation Plan. Faxed copies of an application will not be accepted. The application package must include the application, application fee and all required exhibits. Incomplete packages will be returned and will not be accepted again until the next cycle. An additional application fee will be due upon re-application.

For tax credit applicants that are seeking both tax credits and Rural Development loan assistance, the Agency has entered into an agreement with Rural Development which contains underwriting procedures that will be applied to all projects seeking both tax credits and Rural Development assistance. For a copy of the agreement, please contact the Agency or Rural Development.

Because of the complexity of the Tax Credit Program, PHFA encourages investors and developers interested in the tax credits to review Section 42 of the Internal Revenue Code and consult with their advisors, accountants and attorneys before submitting a low income housing tax credit application

J. APPLICANT CERTIFICATION

The undersigned hereby makes application to the Pennsylvania Housing Finance Agency (PHFA) for a reservation or allocation of Federal Low Income Rental Housing Tax Credits in the amount of $ 615,182 for the purpose of providing low income rental housing as herein described. The Applicant hereby certifies that the information in the application is true, correct, and complete to the best of his/her knowledge and belief, and Applicant covenants to provide accurate and timely information to PHFA throughout the project application process.

The Applicant hereby certifies that it is in compliance with all Federal Tax Credit Program requirements for each tax credit project in which it has a material ownership or participation interest. Additionally, no project in which Applicant has an interest as either a general partner or management agent has been reported to the Internal Revenue Service as being out of compliance and continues to be out of compliance with the requirements of the Federal Tax Credit Program except as disclosed to PHFA on the written attachment hereto. (Please provide written description of any uncorrected non-compliance and describe steps taken to address.)

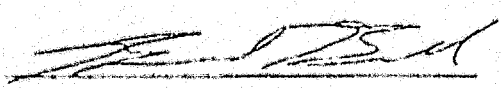
The Applicant represents that if a tax credit reservation is provided as a result of this application (which includes the core application and all exhibits hereto), he/she will furnish promptly such other supporting information and documents as may be requested, and that in carrying out the development and operation of the project, the Applicant agrees that it will comply with all applicable federal and state laws regarding unlawful discrimination and will abide by all Tax Credit Program guidelines, rules and regulations.

PHFA is not responsible for actions taken by the Applicant in reliance on a prospective tax credit reservation. By execution of this application, the Applicant understands and agrees that PHFA may conduct its own independent review and analysis of the information contained herein and in the attachments and exhibits hereto, that any such review and analysis will be made for the sole and exclusive benefit and protection of PHFA and PHFA may at any time seek assistance from and/or release any information to the Internal Revenue Service or other requesting party. It is further understood and agreed by the Applicant that, for the purpose of determining and establishing the terms and conditions under which the reservation may be made, PHFA may request or require adjustments or changes in the information contained herein (including attachments hereto) or in any documentation or materials now or hereafter submitted in connection with this application.

The Applicant acknowledges and releases, discharges and holds PHFA harmless from any and all actions taken by it in relation to this application and hereby acknowledges that all information submitted or gathered by PHFA in the review of the application is the sole property of the Agency and may become public information. Applicant further acknowledges that PHFA has made no representations concerning any tax consequences. PHFA does not provide tax advice and disclaims any and all responsibility for any adverse tax consequences to the Applicant. Initial and continued compliance with the tax credits laws and regulations is and will remain the Applicant's responsibility. The Applicant agrees that in making decisions, it does not and has not relied on any statement or information supplied by PHFA, but will seek and rely exclusively on its own independent tax counsel and advisors.

The Applicant further acknowledges and represents that both the costs incurred in the acquisition of the building to be substantially rehabilitated for low income rental housing and said building situated thereon qualify to receive tax credits under Section 42 of the Internal Revenue Code, as amended, and the regulations promulgated in accordance herewith.

WITNESS.

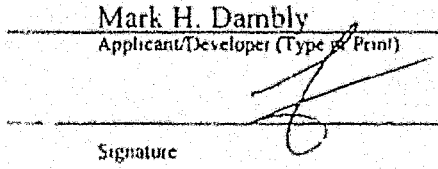


Name

December 13, 2000
Date

BY:

Mark H. Dambly
Applicant/Developer (Type or Print)



Signature

President, Halliday Properties, Inc.
Title

December 13, 2000
Date

9/00

Statement of Housing Priority

The demolition and reconstruction of Groveton Village will maintain the supply of affordable housing in Allegheny County while providing for a mixed income community in Robinson Township. Groveton Village will provide 69 units of affordable housing in a supportive environment on a site that is located near employment, educational, and recreational opportunities, and retail, medical, and human services

The redevelopment of Groveton Village will involve the demolition of the current 100 units and replacement with 69 units of low income housing. The demolition and reconstruction will take place in two phases in order to minimize the displacement of current tenants. Of the 69 units, 34 will be income and rent restricted to residents earning at or below 50% of the area median income; 32 will be income- and rent-restricted to residents earning at or below 60% of the area median income, and (3) three will be income- and rent-restricted to residents earning at or below 80% of the area median income.

The Allegheny County Consolidated Plan lists the maintaining and increasing of affordable rental units as a priority. The Groveton Village redevelopment plan proposes to decrease the number of public housing units but increase the number of income-restricted units to very-low-income residents. The current public housing income restrictions allows the Allegheny County Housing Authority to rent to households earning up to 80% of the area median income. Low Income Housing Tax Credit income restrictions require that the housing units be rented to residents at or below 50% or 60% of the area median income

The redevelopment of Groveton Village enables the Allegheny County Housing Authority to provide decent housing in an improved neighborhood that connects the Groveton Village community with its adjacent neighbors and increases the living space of the units available to the residents. It replaces obsolete housing that was built in a hurry to house workers engaged in the war effort of the Second World War, and was never intended to last as long as it has. It is obsolete according to today's standards and does not provide adequate space for the families residing there.

EXECUTIVE SUMMARY

Allegheny County's Five Year Consolidated Plan explained how and why funding from the U.S Department of Housing & Urban Development (HUD) will be used during the period from March 1, 2000 through February 28, 2005. The Allegheny County Department of Economic Development was the lead agency for overseeing the development of the plan.

This plan is an application for the following HUD Grants: Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Shelter Grant (ESG). The Consolidated Plan requires Allegheny County, its local municipalities and community /non-profit organizations to work together towards its goals. It ensures that the community as a whole determines how HUD funding will be utilized to meet the community needs. These goals are to:

Promote and foster economic development activities
Preserve and create affordable housing for elderly, large and small low/mod families
Infrastructure improvements
Special needs population services
Commercial/industrial infrastructure rehabilitation

As Allegheny County continues to work toward meeting the priorities of the Five Year Plan, there are important national policies which will affect the plan over the next year. A reduction in federal funds and changing local and national policies will greatly impact on the ability of the County to provide affordable housing units, homeless prevention services, senior citizen services, low interest loans for economic development and renovation of sewer systems and recreational facilities in eligible areas.

As welfare reform is implemented nationwide, the impact will be on very low income people potentially forcing them out of their homes and burdening an already taxed system which provides food and temporary shelter. In order to help address this situation, the Entitlement Area will through its Continuum of Care, and Emergency Shelter Grant Program, help provide services for residents feeling the most serious effects of welfare reform. Additionally, through the Rental Rehabilitation and the new CORE (County Ownership/Rental) Housing Program, formerly the Aided Construction Program, the County will help to ensure that affordable housing units will be a priority. Other programs, such as the Improvement Program of Allegheny County (IMPAC) and the first time homebuyers bond program, while available for moderate income users, have special components for lower-income participants. Also, second mortgage programs, including the Rehab-for-Resale programs and a mixed use (housing & commercial) HUD 312-like program will be explored. A number of new housing options will be identified during the year.

The County continues to have a significant elderly population. With the elderly population at 23% of the total population (highest in the nation), services are needed at a higher rate locally than the national average. Services such as community centers and residential facilities which combine housing, food, housekeeping and medical services while allowing the elderly to live as independently as possible, are expensive and require multiple sources of funding, not the least of which is federal funds. Most of these projects, which to date are completely occupied, could not exist without CDBG or HOME Program funds. The need for housing and services will increase as our population continues to age.

The Allegheny County HOME Consortium was renewed which allows Penn Hills and McKeesport to receive HOME Investment Partnerships funds. The Consortium will continue to use these funds to provide affordable housing through renovation and new construction.

The Sanders Consent Decree was entered in December, 1994 to settle a lawsuit alleging historic and systematic racial segregation in Allegheny County's public housing communities. The suit brought by a class of African-Americans, who reside in or are applicants for public housing, against the Allegheny County Housing Authority, the Redevelopment Authority of Allegheny County, Allegheny County and the U.S. Department of Housing and Urban Development. The decree's primary objectives are to:

- ☐ desegregate ACHA housing
- ☐ increase desegregative housing choices and opportunities for class members and other low income residents of Allegheny County, and
- ☐ decrease residential racial segregation and separation for all county residents.

The consent decree stipulates, among other things, that 25% of the county's CDBG funds be set aside for seven years (1996-2002). These monies are used to improve the neighborhoods surrounding public housing developments and concentrated areas of Section 8 housing in Braddock, Duquesne, Clairton, Homestead, McKees Rocks, Rankin and Wilkinsburg. This plan contains the strategy for the allocation for the next funding year.

Funding is also being provided to the Fair Housing Service Center ("FHSC") as part of the Sanders Consent Decree. Up to $500,000 of CDBG funds will be made available for the operation of the FHSC and the administration of the Sanders Task Force.

In compliance with HUD regulations, an explanation of how CDBG, HOME and ESG funds will be invested during the 2000 program year is set forth in this document known as the One Year Action Plan. This program year will begin on March 1, 2001 and end February 28, 2002.

EXHIBIT 4 *Brief Description of the Project*

New Groveton Village will be a community of 69 dwelling units in 1 and 2 story wood frame duplexes and townhouses. They will be located immediately adjacent to a modest but very stable neighborhood of single-family homes on the outskirts Coraopolis, PA. The new dwellings will be built on the site the existing Groveton Village, a complex of 100 units of decaying, and obsolescent war-worker housing. These are barracks-like structures that were constructed in the early 1940s, and that shortly thereafter were converted to public housing. These units are in all ways separate from the surrounding homes, but at one time the entire neighborhood was "Groveton" and was an incorporated municipality with it's own identity as a community. One of the goals of this project is to restore this sense of community by connecting the new public housing with the surroundings in a seamless and architecturally sensitive way.

The new dwellings will offer a mix of unit sizes, types, and styles. There will be (6) 1 bedroom units, (16) 2 bedroom units, (10) 3 bedroom units, and (2) 4 bedroom units in duplex townhouse that are designed to recall the scale and architectural character of the surrounding houses. Within this, there are two variations on the 2 bedroom duplex, a two story unit and a one-story unit that is fully HC accessible. There will also be (35) 3 bedroom townhouse units, whose plan geometry capitalizes on the narrower portions of the site. These are located in 7 different rows of townhouses with the row size ranging from 3 units to 8 units per building. Thus, in all, there will be 6 distinctly different units types in a total of 24 buildings. And the architectural expression and detailing of the buildings, especially with respect to porches, will be further varied in accordance with the position of the buildings on the site. This will yield the kind of natural variety that characterizes the surroundings, but that was always absent in the war era "barracks".

The total net area of the project is 84,140 SF for dwelling units and 1000 SF for a community space. Square footage per unit is as follows, 1 Bedroom Accessible Duplex flats have 717 SF, 2 Bedroom Accessible Duplex flats have 989 SF, 2 Bedroom two story Duplex units have 1044 SF, 3 Bedroom two story Duplex units have 1396 SF, 4 Bedroom two story Duplex units have 1575 SF, and Three Bedroom two story Townhouses have 1337 SF. 12 of the 35 Townhouses also have full basements to deal with gradients on their portion(s) of the site.

Amenities and special features include the following. All dwellings will have two (2) off street parking spaces. (There is also ample room for visitors) All units will have private, and well defined yards with major plantings of trees and ample room for private flower or kitchen gardens. Every unit will have either a deck or porch. Every unit will have it's own clear and separate identity from the street. The streets and sidewalks will all be new or substantially reconstructed as part of the work and the utility lines will be underground.

Interior amenities include full laundries in each unit, powder rooms in addition to bathrooms in each unit with two or more bedrooms, and eat-in kitchens in addition to dining rooms in each unit with three or more bedrooms. Each unit will have whole house air-conditioning and a high efficiency furnace. Throughout the unit types, living spaces are proportioned in accordance with the number of bedrooms, and bedroom sizes closely follow PHFA guidelines. Master bedrooms are 118 SF in one bedroom units, (all flats), 142 SF in two bedroom flats, 120 SF in two bedroom two story duplex units, 115 SF in three bedroom duplex units, 115 SF in some three bedroom town houses and 120 SF in others, and 119 SF in four bedroom duplexes. Second bedrooms are 99 SF in two bedroom flats, 94 SF in two bedroom two story duplexes, 94 SF in three bedroom two story duplexes, 111 SF in some three bedroom townhouses and 104 SF in others, and 93 SF in four bedroom duplexes. Third bedrooms are 90 SF in two story three bedroom duplexes, 93 SF in some three bedroom townhouses and 105 SF in others, and 90 SF in four bedroom units. The fourth bedroom in the (only) four bedroom type is 100 SF.

Other amenities include above average construction features such 2x6 wall construction for all exterior walls to provide for a thicker application of batt insulation. This will yield a long-term energy efficiency to the buildings. Each building will have a brick or block "water table", (brick on the fronts and sides), which will serve to protect the vinyl siding by lifting it well away from the exterior ground plane. Solid core wood doors with commercial grade hardware will be used throughout. 5/8 inch drywall will be used throughout. Substantial roof-overhangs, (eaves), will protect exterior walls throughout the project. Commercial grade aluminum windows will be used throughout. HUD certified "severe-use" cabinetry will be used throughout.

Amenities and Unique Features of the Project
This work will include the construction of a new street near the southern boundary of the site. This new street will provide the new street frontage needed for an efficient redevelopment of the land. And it will connect the new housing with a new community center, to be developed through the renovation and modest expansion of an existing 1-story school building. The school is in very good condition and its position at the interface of new and existing housing will serve as a locus that "knits" the neighborhood together. The Center will support functions that benefit all members of the community. The Center has sufficient land for adequate parking. The Center is in close proximity, (a few hundred feet), to a baseball diamond, a tot lot, and a picnic pavilion, all of which are maintained by Robinson Township

Description of Nearby Services
Groveton Village is located approximately 15 minutes by car from one of the fastest growing areas of employment in the region, the airport corridor. Bus transportation is also available to Downtown, Robinson Town Centre (a regional shopping center) and the Airport Corridor. In addition to employment opportunities, these destinations provide a variety of retail services. Groveton Village is also located less than five minutes by car or bus to downtown Corapolis, which has many retail services.

Groveton Village will also provide community support services either available on site through the community building or coordinated by Allegheny County Housing Authority staff. Please see Exhibit 26, Support for Families in Transition, for more information on these services.

List of Building Addresses

The total number of buildings to be included is 25, 24 buildings consisting of duplexes and rows of townhouses, and one community building. See Exhibit 6 for a copy of the deeds for the Groveton Village site and the adjacent Residential Resources site. These deeds include legal descriptions of the properties. The acreage is approximately 11.63.

Groveton Village
List of Addresses

House #	Street	City	State	Zip
532	School Street	Coraopolis	PA	15108
530	School Street	Coraopolis	PA	15108
528	School Street	Coraopolis	PA	15108
526	School Street	Coraopolis	PA	15108
542	School Street	Coraopolis	PA	15108
540	School Street	Coraopolis	PA	15108
538	School Street	Coraopolis	PA	15108
536	School Street	Coraopolis	PA	15108
538	Coraopolis Road	Coraopolis	PA	15108
540	Coraopolis Road	Coraopolis	PA	15108
542	Coraopolis Road	Coraopolis	PA	15108
544	Coraopolis Road	Coraopolis	PA	15108
526	Coraopolis Road	Coraopolis	PA	15108
528	Coraopolis Road	Coraopolis	PA	15108
530	Coraopolis Road	Coraopolis	PA	15108
532	Coraopolis Road	Coraopolis	PA	15108
534	Coraopolis Road	Coraopolis	PA	15108
536	Coraopolis Road	Coraopolis	PA	15108
512	Coraopolis Road	Coraopolis	PA	15108
514	Coraopolis Road	Coraopolis	PA	15108
516	Coraopolis Road	Coraopolis	PA	15108
518	Coraopolis Road	Coraopolis	PA	15108
520	Coraopolis Road	Coraopolis	PA	15108
522	Coraopolis Road	Coraopolis	PA	15108
522	School Street	Coraopolis	PA	15108
520	School Street	Coraopolis	PA	15108
518	School Street	Coraopolis	PA	15108
516	School Street	Coraopolis	PA	15108
108	Village Drive	Coraopolis	PA	15108
106	Village Drive	Coraopolis	PA	15108
104	Village Drive	Coraopolis	PA	15108
102	Village Drive	Coraopolis	PA	15108
118	Village Drive	Coraopolis	PA	15108
116	Village Drive	Coraopolis	PA	15108
114	Village Drive	Coraopolis	PA	15108
112	Village Drive	Coraopolis	PA	15108
128	Village Drive	Coraopolis	PA	15108
126	Village Drive	Coraopolis	PA	15108
124	Village Drive	Coraopolis	PA	15108
122	Village Drive	Coraopolis	PA	15108
138	Village Drive	Coraopolis	PA	15108
136	Village Drive	Coraopolis	PA	15108
134	Village Drive	Coraopolis	PA	15108
132	Village Drive	Coraopolis	PA	15108
137	Village Drive	Coraopolis	PA	15108
139	Village Drive	Coraopolis	PA	15108
141	Village Drive	Coraopolis	PA	15108
143	Village Drive	Coraopolis	PA	15108
127	Village Drive	Coraopolis	PA	15108
129	Village Drive	Coraopolis	PA	15108
131	Village Drive	Coraopolis	PA	15108

Groveton Village
List of Addresses

House #	Street	City	State	Zip
133	Village Drive	Coraopolis	PA	15108
538	Court Place	Coraopolis	PA	15108
536	Court Place	Coraopolis	PA	15108
534	Court Place	Coraopolis	PA	15108
532	Court Place	Coraopolis	PA	15108
539	Court Place	Coraopolis	PA	15108
541	Court Place	Coraopolis	PA	15108
543	Court Place	Coraopolis	PA	15108
545	Court Place	Coraopolis	PA	15108
531	Court Place	Coraopolis	PA	15108
533	Court Place	Coraopolis	PA	15108
535	Court Place	Coraopolis	PA	15108
537	Court Place	Coraopolis	PA	15108
151	Village Drive	Coraopolis	PA	15108
153	Village Drive	Coraopolis	PA	15108
155	Village Drive	Coraopolis	PA	15108
157	Village Drive	Coraopolis	PA	15108
159	Village Drive	Coraopolis	PA	15108
161	Village Drive	Coraopolis	PA	15108
201	Village Drive	Coraopolis	PA	15108
203	Village Drive	Coraopolis	PA	15108
205	Village Drive	Coraopolis	PA	15108
207	Village Drive	Coraopolis	PA	15108
211	Village Drive	Coraopolis	PA	15108
213	Village Drive	Coraopolis	PA	15108
215	Village Drive	Coraopolis	PA	15108
217	Village Drive	Coraopolis	PA	15108
219	Village Drive	Coraopolis	PA	15108
221	Village Drive	Coraopolis	PA	15108
229	Village Drive	Coraopolis	PA	15108
231	Village Drive	Coraopolis	PA	15108
233	Village Drive	Coraopolis	PA	15108
235	Village Drive	Coraopolis	PA	15108
236	Village Drive	Coraopolis	PA	15108
234	Village Drive	Coraopolis	PA	15108
232	Village Drive	Coraopolis	PA	15108
230	Village Drive	Coraopolis	PA	15108
226	Village Drive	Coraopolis	PA	15108
224	Village Drive	Coraopolis	PA	15108
222	Village Drive	Coraopolis	PA	15108
220	Village Drive	Coraopolis	PA	15108
216	Village Drive	Coraopolis	PA	15108
214	Village Drive	Coraopolis	PA	15108
212	Village Drive	Coraopolis	PA	15108
210	Village Drive	Coraopolis	PA	15108
168	Village Drive	Coraopolis	PA	15108
166	Village Drive	Coraopolis	PA	15108
164	Village Drive	Coraopolis	PA	15108
162	Village Drive	Coraopolis	PA	15108

WITNESSETH, That subject to the conditions hereinafter set forth and for and in consideration of the Grantee for a period of 40 years following the Conveyance Date (1) maintaining and operating the hereinafter described properties for low-rent use in accordance with the provisions of that certain contract between the Grantor and the Grantee entered into on the 31st. day of December 1953, as of the 30th. day of June 1953 (herein called the "ADMINISTRATION CONTRACT"), which Contract by reference thereto is incorporated herein and made a part hereof, and (2) annually paying to the Grantor, its successors or assigns, the RESIDUAL RECEIPTS of such properties (as these are defined in the said Administration Contract), the Grantor by these presents does remise, release and forever quitclaim unto the Grantee, its successors or assigns,

ALL THAT CERTAIN lot or piece of ground situate in the Township of Robinson, County of Allegheny, Commonwealth of Pennsylvania, described as follows:

BEGINNING at a point on the northerly line of State Highway Route #51 (60 feet wide), at the dividing line between Lots #1 and #2, in the Ferguson Grove Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 39, pages 32 and 33, and which point of beginning is N. 77° 41' W, a distance of 548.99 feet to a point and an arc distance of 46.11 feet (said arc having a radius of 2834.93 feet more or less, from a point of intersection formed by the northerly line of State Highway Route #51 and the westerly line of the lands now or formerly of J. A. Ferguson; thence eastwardly, along the northerly line of State Highway Route #51, as shown on said plan, the following two courses and distances:

FIRST, in an easterly direction, by a curve to the left, having a radius of 2834.93 feet for a distance of 46.11 feet to a point of tangent; thence still by same S 77° 41' E, 548.99 feet to a point; thence along the easterly boundary line of Ferguson Grove Plan of Lots, the following six courses and distances: FIRST, N 12° 19' E, 50.00 feet to a point; thence N 46° 21' 20" W, 134.63 feet to a point; thence N. 5° 07' 50" W, 366.87 feet to a point; thence N 12° 19' E, 160.00 feet to a point; thence N 36° 19' E, 125.00 feet to a point; thence N. 12° 19' E. 104.20 feet to a point on the dividing line between the Ferguson Grove Plan of Lots and property now or formerly of the Blaw-Knox Company; thence through property now or formerly of Blaw-Knox Company, N 20° 57' W, 560.41 feet to a point on the southerly line of property heretofore conveyed to the County of Allegheny, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in deed Book Volume 2472, page 424, said point being also on the southeasterly line of the Hays Plan of Lots; thence by same, S 41° 54' W, 58.24 feet to a point; thence through Lots #11 to #14 inclusive, in the Hays Plan of Lots, the following two courses and distances: FIRST, N 28° 31' W, 44.38 feet to a point; thence N 37° 07' 30" W, 61.93 feet to a point on the dividing line between Lots #14 and #15, in the Hays Plan of Lots; thence by said dividing line, S 31° 24' W, 120.00 feet to a point on the northerly line of Hays Street; thence crossing Hays Street, S 63° 52' W, 47.30 feet to a point on the southerly line of Hays Street, at the dividing line between Lots #4 and #5, in the Hays Plan of Lots; thence by said dividing line extended, S 31° 24' W, 125.00 feet to a point on the dividing line between property now or formerly of George L. Eaton and property now or formerly of Jane Hays; thence by said dividing line, S 58° 36' E, 96.94 feet to the dividing line between property now or formerly of the Blaw-Knox Company and property now or formerly of Janey Hays and property now or formerly of George L. Eaton; thence by said dividing line, S 41° 54' W, 19.51 feet to the northeasterly corner of property heretofore conveyed to Joseph Omitter, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 2607, page 191; thence along the northeasterly line of the following properties property now or formerly of Joseph Omitter, the revised Groveton Land Company Plan of Lots, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 28, page 134 and property now or formerly of Mathilda Miller, S 31° 50' E, 451.51 feet to a point on the northwesterly line of the Ferguson Grove Plan; thence by same and along properties now or formerly of Mathilda Miller, A. Leitner, F. Gereg, R. Dorsek, R. Mosser, J. Bures, J. Baxa, A. E. Joy, M. Bryaky and M. Jurena the following three courses and distances: FIRST, S. 61° 18' W, 264.57 feet to a point; thence S 49° 04' W. 106.00 feet to a point; thence S 42° 30' W, 203.87 feet to a point on the Northeasterly line of property now or formerly of the School District of Robinson Township, thence by same, S 51° 13' 30" W, 161.95 feet to a point on the southeasterly line of property now or formerly of the School District of Robinson Township; thence by same S 47° 52' 30" W, 111.54 feet to a point at the dividing line between Lot #1 and Lot #6 in the Ferguson Grove Plan; thence by said dividing line, S 77° 41' E, 8.66 feet to a point on the dividing line between Lot #1 and #2 in said plan; thence by said dividing line, S 12° 19' W, 119.62 feet to a point, the place of beginning, containing 10.1348 acres;

BEING the same premises which the United States of America acquired under condemnation proceedings entitled United States of America V. Certain Parcels of Land, Robinson Township, Allegheny County, Commonwealth of Pennsylvania, and Blaw-Knox Company, et al. Defendants, No. 2225 Civil Action, in the District Court of the United States, in and for the Western District of Pennsylvania.

TOGETHER with all rights, title and interest in and to any and all abutting roads, ways, streets or alleys acquired by the Grantor in the condemnation proceedings above mentioned.

TOGETHER, also, with a perpetual easement for a sewer line or lines, with rights of ingress, egress and regress thereon, and the right to construct, operate and maintain a sewer line or lines in the Township of Robinson above mentioned, which is bounded and particularly described as follows:

BEGINNING at a point on the easterly line of Parcel 2 of War Housing Project No. PA-36105, where the same is intersected by the southeasterly line of a 20 foot Right-of-Way for Sanitary Trunk Sewer, hereinafter described, said point of beginning being

distant N. 20° 57' W. 63.69 feet as measured along the easterly line of Parcel No. 2 aforesaid from its intersection with the extreme northeasterly corner of Parcel 1 of War Housing Project No. PA-36105; thence through property now or formerly of the Blaw-Knox Company and property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the southeasterly line of a 20 foot Right-of-Way for a Sanitary Trunk Sewer, the following four (4) courses and distances, FIRST, N 35° 16' E. 83.93 feet to a point; thence N. 50° 05' E. 196.37 feet to a point; thence N. 47° 57' E. 257.53 feet to a point; thence N. 75° 15' E. 174.37 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the southeasterly line of a 13 foot Right-of-Way for a Sanitary Trunk Sewer, N 36° 01' E. 194.88 feet to a point on the north-easterly line now or formerly of the Right-of-Way of the Pittsburgh and Lake Erie Railroad Company; thence by same, in a south-easterly direction, by a curve to the left, having a radius of 659.70 feet for a distance of 9.05 feet to a point; thence through property now or formerly of the Lewis Foundry and Machine Company and along the south-easterly line of a 20 foot right-of-way for a Sanitary Trunk Sewer, the following two (2) courses and distances, FIRST. N. 36° 01' E, 84.42 feet to a point; thence N. 16° 25' E. 314.27 feet to a point on the United States Harbor line as established along the South-westerly side of the Ohio River Back Channel; thence by same, in a north-westerly direction, by a curve to the right, having a radius of 16,000.00 feet, for a distance of 20.73 feet to a point; thence through property now or formerly of the Lewis Foundry and Machine Company and along the north-westerly line of a 20 foot Right-of-Way for a Sanitary Trunk Sewer, the following two (2) courses and distances, FIRST, S. 16° 25' W, 315.27 feet to a point; thence S. 36° 01' W. 88.24 feet to a point on the north-easterly line now or formerly of the Right-of-Way of the Pittsburgh and Lake Erie Railroad Company; thence by same, in a north-westerly direction, by a curve to the right, having a radius of 659.70 feet, for a distance of 1.60 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the north-westerly line of a 13 foot Right-of-way for a Sanitary Trunk Sewer, S. 36° 01' W. 175.01 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and property now or formerly of the Blaw-Knox Company and along the north-westerly line of a 20 foot Right-of-Way for Sanitary Trunk Sewer, the following four (4) courses and distances FIRST, S. 75° 15' W. 183.17 feet to a point; thence S. 47° 57' W. 262.01 feet to a point; thence S. 50° 05' W. 198.59 feet to a point; thence S. 35° 16' W. 73.15 feet to a point on the easterly line of Parcel No. 2 aforesaid, thence by same, S. 20° 57' E. 24.06 feet to a point, the place of beginning, containing 0.5670 acres, as shown on plat entitled "Easement Being Acquired for Sewer Pipe Line in Groveton, Allegheny County, Pennsylvania, PA-36105," a copy of which is attached to the amended declaration of taking filed in the condemnation proceedings entitled United States of America, Petitioner for Condemnation vs. Certain Parcels of Land in Robinson Township, Allegheny County, Commonwealth of Pennsylvania, and Blaw-Knox Company, et al, Defendants, Civil Action No. 2334 in the District Court of the United States in and for the Western District of Pennsylvania, wherein and whereby the Grantor acquired the perpetual easement above described.

TOGETHER, Also, with all and singular the buildings, structures, improvements, utilities (except such utilities and/or their appurtenances as have heretofore been granted to others), the fixtures, and the appurtenances thereunto belonging, and those certain personal properties and chattels described in a certain Inventory Report, dated February 1, 1954, which said Inventory Report by reference thereto is incorporated herein and made part hereof.

ALL of said land, buildings, structures, improvements, utilities, fixtures, appurtenances and personal properties and chattels are herein called the "PROJECT".

PROVIDED, that upon the occurrence of a SUBSTANTIAL BREACH or a SUBSTANTIAL DEFAULT under the Administration Contract (as such terms are defined in such Contract), the estate hereby conveyed shall terminate, and in case of Substantial Breach, upon notice thereof to the Grantee, possession of the Project shall revert to and revest in the Grantor, its successor or successors, or in the case of Substantial Default, at the option of the Grantor and upon notice thereof to the Grantee, either title to the Project or possession of the Project shall revert to and revest in the Grantor, its successor or successors, without any other act of the Grantor, its successor or successors, free of any right of the Grantee, its successors or assigns, except as otherwise provided in the Administration Contract.

THE Project is conveyed herein subject to additional conditions as follows:

(1) In accordance with Executive Order No. 9908 of the President of the United States, dated December 5, 1947:

ALL uranium, thorium, and all other materials determined pursuant to Section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Evidence of Site Control

Agreement

This Agreement is entered into this 12th day of December, 2000 by and between the Allegheny County Housing Authority, a public body corporate and politic organized and existing under the Housing Authorities Law of the Commonwealth of Pennsylvania (the "Authority") and Groveton Housing Partnership, L.P., a Pennsylvania limited partnership (the "Partnership"), the general partner of which is Pennrose Equities, a Pennsylvania general partnership ("Pennrose").

WHEREAS, the Authority has available $6,603,517 of Comprehensive Grant funds for the revitalization of Groveton Apartments (the "Project"),

WHEREAS, it is the Authority's intention to re-develop the Project with public housing development funds under the mixed finance method of development authorized by 24 C.F.R. Part 941, Subpart F;

WHEREAS, in April, 1999, the Authority issued a Request for Qualifications for a developer for the Project;

WHEREAS, Pennrose (the Developer) submitted a proposal for the Project (the "Proposal") and was selected by the Authority;

WHEREAS, the Developer intends to apply to the Pennsylvania Housing Finance Agency (the "PHFA") on behalf of the Partnership for an allocation of low-income housing tax credits for the Project;

WHEREAS, in connection with the process of applying for the low-income housing tax credits from the PHFA, the Partnership must demonstrate that it has sufficient "site control" over the real estate that will be included in the development;

WHEREAS, the real estate that will be developed by the Partnership in connection with the Project (the "Property") will be leased by the Authority to the Partnership under a long-term ground lease (the "Ground Lease") that will be subject to the agreement of the Authority, the Partnership and HUD;

WHEREAS, the Authority and the Developers desire to enter into an agreement describing their mutual intention to enter into the Ground Lease;

NOW, THEREFORE, intending to be legally bound the parties hereto agree as follows:

1. The Property that will be the subject of the Ground Lease is described on Exhibit A attached hereto and made a part hereof.

2. Subject to approval by HUD of the disposition of the Property and of the form of the Ground Lease, and subject to the requirement that the Partnership receive an allocation of low-income housing tax credits for the Project in the amount of not less than $616,649, the Authority and the Partnership will enter into the Ground Lease in a form to be mutually agreed upon on or before November 16, 2001.

3. The material terms of the Ground Lease shall be as follows:

a.) The term shall be no shorter than 55 years.

b.) The annual rent shall be $1.00.

c.) Title to the Property shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters affecting title other than any mortgages placed upon the Property in connection with the financing of the Project, the Regulatory and Operating Agreement to be entered into between the Authority and the Partnership, any HUD Declaration of Trust, and any PHFA Restrictive Covenants.

d.) The Partnership will make payments in lieu of real estate taxes.

e.) The Partnership will be responsible for all operating expenses of the Property, including insurance.

f.) The Property will be subject to applicable public housing regulations.

g.) The Partnership will not have the right to transfer or assign its rights under the Ground Lease unless certain conditions are met, including the consent of the Authority and HUD.

4. The Partnership shall be permitted to assign or encumber its leasehold interest under the Ground Lease as security for debt financing for the Project, including one or more loans from the Authority. Such assignments or encumbrances must be approved in advance by the Authority and HUD, as applicable.

5. This Agreement shall not be recorded, although the Ground Lease is expected to be recorded in the appropriate office of public records.

6. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania, and all applicable public housing requirements.

7. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Authority and the Partnership have executed this Agreement as of the date first set forth above.

ALLEGHENY COUNTY
HOUSING AUTHORITY

By: _____

GROVETON HOUSING PARTNERSHIP, L.P.

By: Pennrose Equities, Inc.,
its general partner

By: RKB, Inc., a general
partner

By: _____
Richard K. Barnhart,
President

WITNESSETH, That subject to the conditions hereinafter set forth and for and in consideration of the Grantee for a period of 40 years following the Conveyance Date (1) maintaining and operating the hereinafter described properties for low-rent use in accordance with the provisions of that certain contract between the Grantor and the Grantee entered into on the 31st. day of December 1953, as of the 30th. day of June 1953 (herein called the "ADMINISTRATION CONTRACT"), which Contract by reference thereto is incorporated herein and made a part hereof, and (2) annually paying to the Grantor, its successors or assigns, the RESIDUAL RECEIPTS of such properties (as these are defined in the said Administration Contract), the Grantor by these presents does remise, release and forever quitclaim unto the Grantee, its successors or assigns,

ALL THAT CERTAIN lot or piece of ground situate in the Township of Robinson, County of Allegheny, Commonwealth of Pennsylvania, described as follows:

BEGINNING at a point on the northerly line of State Highway Route #51 (60 feet wide), at the dividing line between Lots #1 and #2, in the Ferguson Grove Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 39, pages 32 and 33, and which point of beginning is N. 77° 41' W, a distance of 548.99 feet to a point and an arc distance of 46.11 feet (said arc having a radius of 2834.93 feet more or less, from a point of intersection formed by the northerly line of State Highway Route #51 and the westerly line of the lands now or formerly of J. A. Ferguson; thence eastwardly, along the northerly line of State Highway Route #51, as shown on said plan, the following two courses and distances:

FIRST, in an easterly direction, by a curve to the left, having a radius of 2834.93 feet for a distance of 46.11 feet to a point of tangent; thence still by same S 77° 41' E, 548.99 feet to a point; thence along the easterly boundary line of Ferguson Grove Plan of Lots, the following six courses and distances: FIRST, N 12° 19' E, 50.00 feet to a point; thence N 46° 21' 20" W, 134.03 feet to a point; thence N. 5° 07' 50" W, 366.87 feet to a point; thence N 12° 19' E, 160.00 feet to a point; thence N 38° 19' E, 125.00 feet to a point; thence N. 12° 19' E. 104.20 feet to a point on the dividing line between the Ferguson Grove Plan of Lots and property now or formerly of the Blaw-Knox Company; thence through property now or formerly of Blaw-Knox Company, N 20° 57' W, 500.41 feet to a point on the southerly line of property heretofore conveyed to the County of Allegheny, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in deed Book Volume 2472, page 424, said point being also on the southeasterly line of the Hays Plan of Lots; thence by same, S 41° 54' W, 58.24 feet to a point; thence through Lots #11 to #14 inclusive, in the Hays Plan of Lots, the following two courses and distances: FIRST, N 28° 31' W, 44.38 feet to a point; thence N 37° 07' 30" W, 81.93 feet to a point on the dividing line between Lots #14 and #15, in the Hays Plan of Lots; thence by said dividing line, S 31° 24' W, 120.00 feet to a point on the northerly line of Hays Street; thence crossing Hays Street, S 63° 52' W, 47.38 feet to a point on the southerly line of Hays Street, at the dividing line between Lots #4 and #5, in the Hays Plan of Lots; thence by said dividing line extended, S 31° 24' W, 125.00 feet to a point on the dividing line between property now or formerly of George L. Eaton and property now or formerly of Jane Hays; thence by said dividing line, S 58° 36' E, 96.94 feet to the dividing line between property now or formerly of the Blaw-Knox Company and property now or formerly of Janey Hays and property now or formerly of George L. Eaton; thence by said dividing line, S 41° 54' W, 19.51 feet to the northeasterly corner of property heretofore conveyed to Joseph Gmitter, as recorded in
Book Volume 2607, page
property now or forme
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28, page 134 and
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No. PA-36 of-way for

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distant N. 20° 57' W. 63.69 feet as measured along the easterly line of Parcel No. 2 aforesaid from its intersection with the extreme northeasterly corner of Parcel 1 of War Housing Project No. PA-36105; thence through property now or formerly of the Blaw-Knox Company and property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the southeasterly line of a 20 foot Right-of-Way for a Sanitary Trunk Sewer, the following four (4) courses and distances, FIRST, N 35° 16' E. 83.93 feet to a point; thence N. 50° 05' E. 196.37 feet to a point; thence N. 47° 57' E. 257.53 feet to a point; thence N. 75° 15' E. 174.37 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the southeasterly line of a 13 foot Right-of-Way for a Sanitary Trunk Sewer, N 36° 01' E. 194.88 feet to a point on the north-easterly line now or formerly of the Right-of-Way of the Pittsburgh and Lake Erie Railroad Company; thence by same, in a south-easterly direction, by a curve to the left, having a radius of 659.70 feet for a distance of 9.05 feet to a point; thence through property now or formerly of the Lewis Foundry and Machine Company and along the south-easterly line of a 20 foot right-of-way for a Sanitary Trunk Sewer, the following two (2) courses and distances, FIRST. N. 36° 01' E, 64.42 feet to a point; thence N. 16° 25' E. 314.27 feet to a point on the United States Harbor line as established along the South-westerly side of the Ohio River Back Channel; thence by same, in a north-westerly direction by a curve to the right, having a radius of 16,000.00 feet, for a distance of 20.73 feet to a point; thence through property now or formerly of the Lewis Foundry and Machine Company and along the north-westerly line of a 20 foot Right-of-Way for a Sanitary Trunk Sewer, the following two (2) courses and distances, FIRST, S. 16° 25' W, 310.27 feet to a point; thence S. 36° 01' W. 88.24 feet to a point on the north-easterly line now or formerly of the Right-of-Way of the Pittsburgh and Lake Erie Railroad Company; thence by same, in a north-westerly direction, by a curve to the right, having a radius of 659.70 feet, for a distance of 1.60 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and along the north-westerly line of a 13 foot Right-of-way for a Sanitary Trunk Sewer, S. 36° 01' W. 175.01 feet to a point; thence through property now or formerly of the Pittsburgh and Lake Erie Railroad Company and property now or formerly of the Blaw-Knox Company and along the north-westerly line of a 20 foot Right-of-Way for Sanitary Trunk Sewer, the following four (4) courses and distances FIRST, S. 75° 15' W. 183.17 feet to a point; thence S. 47° 57' W. 262.01 feet to a point; thence S. 50° 05' W. 198.59 feet to a point; thence S. 35° 16' W. 73.15 feet to a point on the easterly line of Parcel No. 2 aforesaid, thence by same, S. 20° 57' E. 24.06 feet to a point, the place of beginning, containing 0.5670 acres, as shown on plat entitled "Easement Being Acquired for Sewer Pipe Line in Groveton, Allegheny County, Pennsylvania, PA-36105," a copy of which is attached to the amended declaration of taking filed in the condemnation proceedings entitled United States of America, Petitioner for Condemnation vs. Certain Parcels of Land in Robinson Township, Allegheny County, Commonwealth of Pennsylvania, and Blaw-Knox Company, et al, Defendants, Civil Action No. 2334 in the District Court of the United States in and for the Western District of Pennsylvania, wherein and whereby the Grantor acquired the perpetual easement above described.

TOGETHER, Also, with all and singular the buildings, structures, improvements, utilities (except such utilities and/or their appurtenances as have heretofore been granted to others), the fixtures, and the appurtenances thereunto belonging, and those certain personal properties and chattels described in a certain Inventory Report, dated February 1, 1954, which said Invent
part hereof.

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thereof b
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EDMUND K. CHAFFEY, JR. and BETTY ANNE CHAFFEY, his wife, of the Township of Penn, County of Allegheny and State of Pennsylvania, parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS ($18,500.00) to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns.

ALL that certain lot, piece or parcel of land situate, lying and being in the Township of Penn, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

LOT No. 333 and the Northerly part of Lot No. 334 in Plan of Crescent Hills Part 3, recorded in Plan Book Volume 35, pages 192, etc. being together bounded and described as follows:

BEGINNING at a point on the Westerly side of Earlwood Drive at the Northeast corner of Lot No. 333 in said plan; thence by the Westerly side of Earlwood Drive South 5° 51' West 131.7 feet to a point; thence by a line through lot No. 334 North 84° 9' West 214.27 feet to a point on line of Lot No. 371 in said plan; thence by the Westerly line of Lots Nos. 334 and 333 North 9° East 89.75 feet to a point at the Northwesterly corner of Lot No. 333 aforesaid; thence by the Northerly line of Lot No. 333 Eastwardly 213.53 feet to the point at the place of beginning.

HAVING erected thereon a two-story brick dwelling known as 129 Earlwood Drive.

BEING the same property which E. Helge Hall and Ruth L. Hall, his wife, by their deed dated the 17th. day of September, 1945 and recorded in the Recorder's Office of Allegheny County in Deed Book Vol. 2855, page 534, granted and conveyed to Robert E. Geuder and June T. Geuder, his wife, the parties of the first part herein.

SUBJECT to all conditions, reservations and easements as set forth in said deed.

SUBJECT ALSO to exceptions and reservations of coal together with mining rights as heretofore conveyed.

WITH the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever.

AND the said ROBERT E. GEUDER and JUNE T. GEUDER, his wife, for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hands and seals of the said parties of the first part.

ATTEST:

Bessie L. McGratty

Robert E. Geuder (Seal)

June T. Geuder (Seal)

($20.35 U. S. I. R. S. CANCELLED)
($185.00 PA. REAL EST. T. P. S. CANCELLED)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)SS.
)

On this the 14th. day of April, A. D. 1954, before me, a Notary Public the undersigned officer, personally appeared ROBERT E. GEUDER and JUNE T. GEUDER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF

I do

of Pittsburg

Re... the ... 1947 ... ALLEGHEN... and polit...

POOR ORIGINAL

Attorney's Opinion for Acquisition Credit

Not applicable

Location Map, Site Plan, Photograph(s) of Site

POOR ORIGINAL

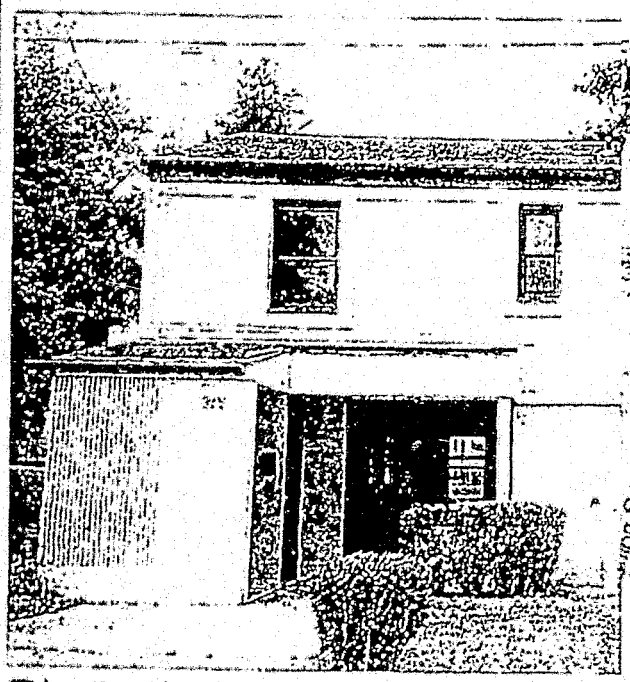


Photo 1

Existing conditions: The Allegheny County
these units, but they are functionally inade
two bedroom units measures approximatel
small. There is little storage space, and ele
obsolete. Two units have been made acce
at Groveton Village.

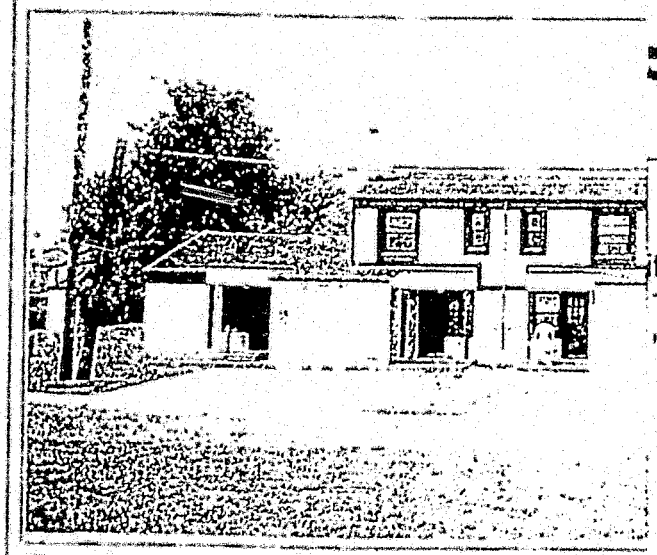
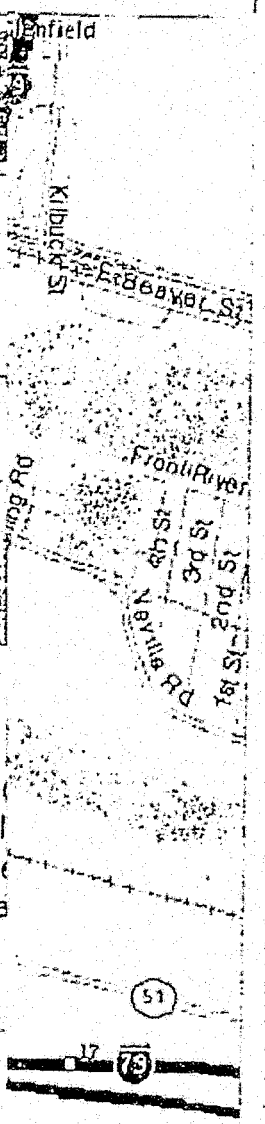


Photo 2

Existing conditions: Typical front elevation
prospect for gardens or private entrance sp
space is therefore common ground.



ttsburgh and
Transit
"Airport

Perfido Weiskopf Architects

408 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219-1301
(412) 391-2884
(412) 391-1657 Fax
pwa@pwapgh.com

NOT FOR CONSTRUCTION

Structural Engineer:
Watson Engineers

Mechanical Engineer:
Arthur C. Schock Engineers

Electrical Engineer:
Carl J. Long & Associates

Landscape Architects:
Fahringer, McCarty, Grey, Inc.

PWA Project No. 20002.01 ? sht
Nov. 28, 2000 Tax Credit Application

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Groveton Village

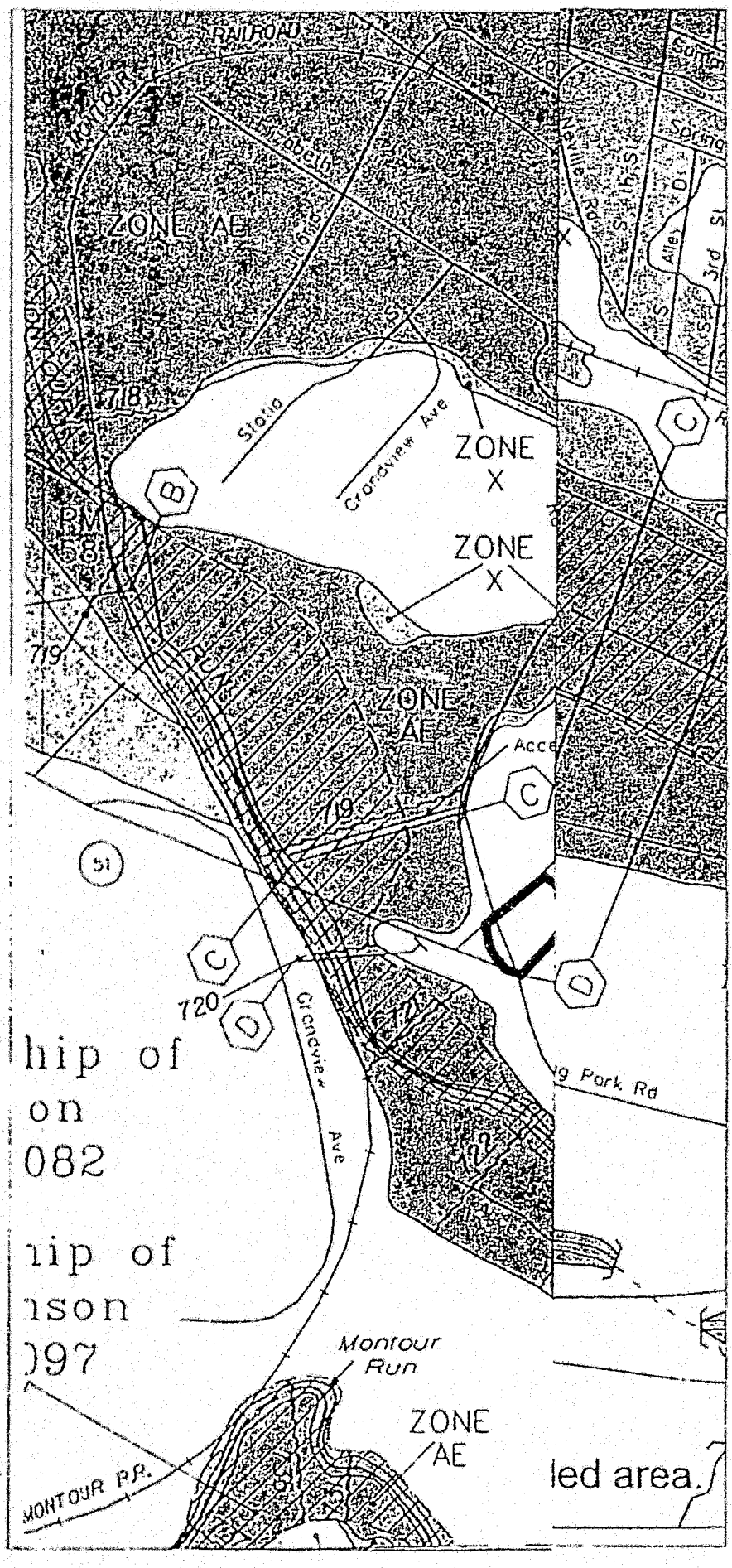
Village Drive
Robinson Township, Pennsylvania

Groveton Housing
Partnership, L.P.

Location Map/ Site Photos

A-00

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pwa@pwapgh.com

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Fahringer, McCarty, Grey, Inc.

PWA Project No. 20002.01 2 sht
Nov. 28, 2000 Tax Credit Application

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Groveton Village

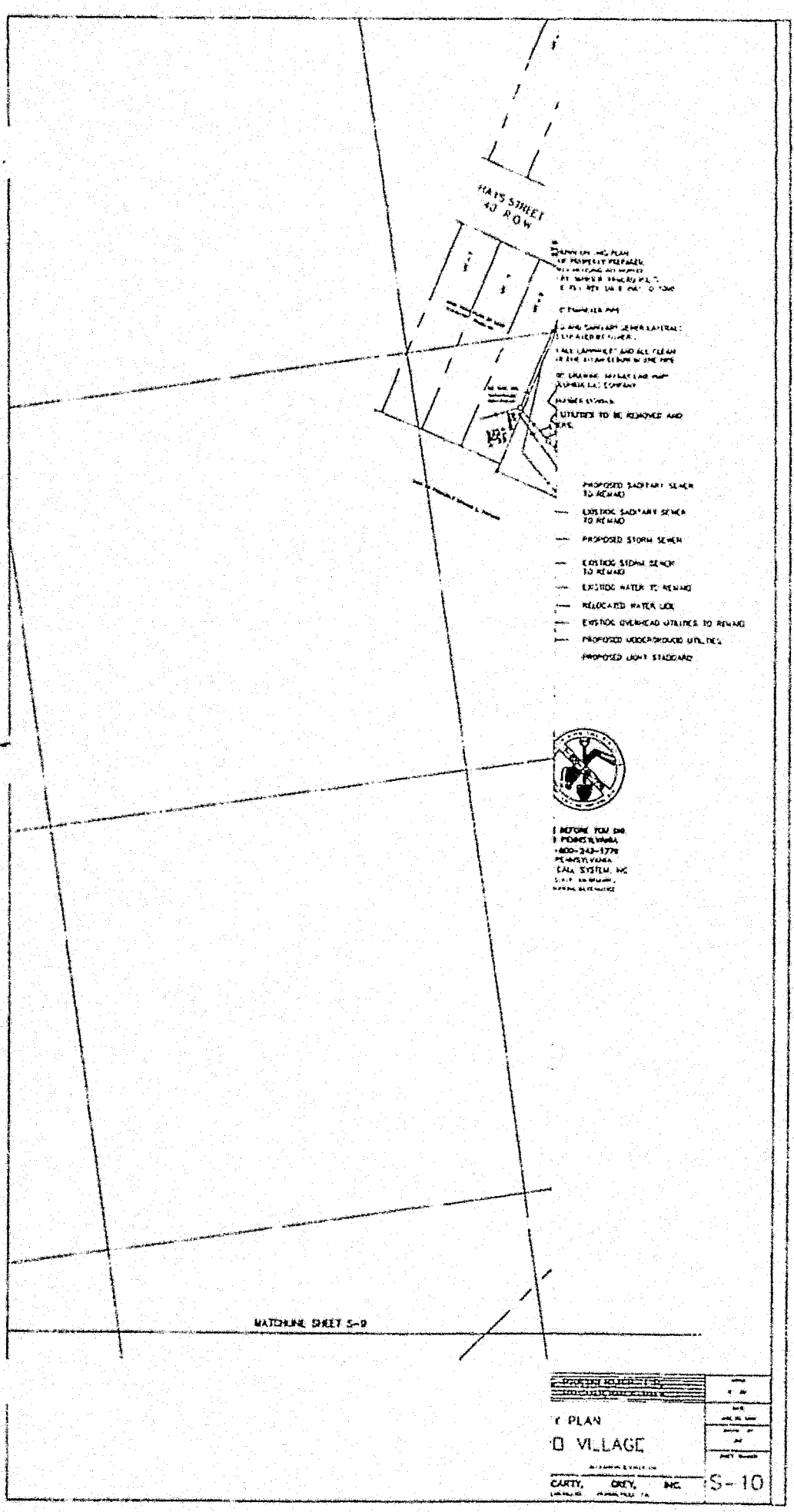
Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

Flood Map

A-00.1

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Pittsburgh, Pennsylvania 15219-1301
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Watson Engineers

Mechanical Engineer
Arthur C. Schock Engineers

Electrical Engineer
Carl J. Long & Associates

Landscape Architects
Fahringer, McCarty, Grey, Inc.

PWA Project No. 2000201 Zone
Nov. 28, 2000 Tax Credit Application

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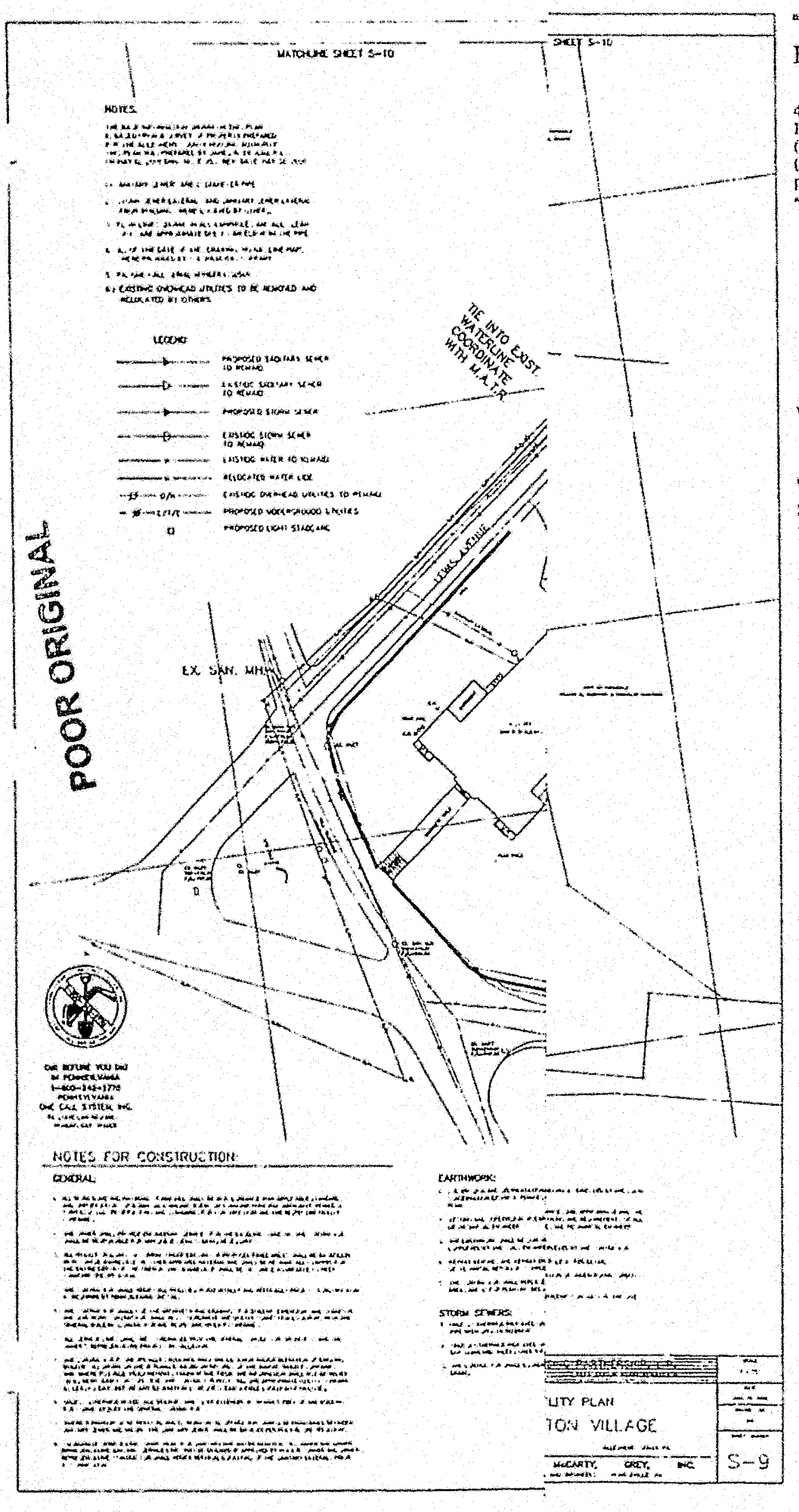
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

Site Plan-Part B

A-01.1



NOTES FOR CONSTRUCTION:

GENERAL

EARTHWORK:

STORM SEWERS:

LITY PLAN

TON VILLAGE

McCARTY, GREY, INC.

S-9

Perfido Weiskopf Architects

408 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219-1301
(412) 391-2884
(412) 391-1657 Fax
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Landscape Architects:
Fahringer, McCarty, Grey, Inc.

PWA Project No. 20002.01 ? sht

Nov. 28, 2000 Tax Credit Application

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Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

Site Plan-Part A

A-01

Zoning

There are no current open issues on zoning. The attached letter from Lennon, Smith and Souleret for the site plan and sub-division approval indicates that all zoning issues are resolved.

There were two issues remaining open at the time of issuance for these letters and they were as follows:

1) Abandonment of certain streets

2) Engineering data for the construction of a cul de sac at the end of Groveton Drive before Lewis Avenue (see enclosed plan).

Abandonment of Streets

At the Robinson Township Council meeting of November 13, 2000, the abandonment of these streets were approved. Please see enclosed township ordinance.

Cul de sac Engineering

This engineering was submitted to the Township engineer and we will comply with their comments, there is no dispute.

Township of Robinson

1000 Church Hill Road
Pittsburgh, PA 15205-9006
(412) 788-8120
FAX: (412) 788-8126

WILLIAM BLUMLING
Chairman
HARRY POSTUFKA
Vice-Chairman
MARGARET VIETMEIER
DAVID WINNING
DANIEL TALLON
BOARD MEMBERS

January 25, 2000

Mr. Walter MacFann
HOPE VI Administrator
Fidelity Building, 341 Fourth Avenue
Pittsburgh, PA 15222

Re: Groveton Village

Dear Mr. MacFann:

The property known as Groveton Village located on Village Drive, Lot & Blocks 272-L-135, 272-L-136, 272-G-281 Robinson Township, Pennsylvania is zoned R-3 Medium Density Residential. Permitted uses within this zoning district include: Single family dwellings, two family dwellings, townhouses, public and essential services, and home offices.

Conditional uses within this zoning district include: Multiple family dwellings, recreational facilities owned and operated by a public or nonprofit agency, churches and similar places of worship, schools and public buildings or uses.

An eighty (80)-unit residential townhouse development would be considered a permitted use within that zoning district.

Enclosed please find a copy of the applicable zoning ordinance/map. The cost of the zoning ordinance is $40.00; the cost of the zoning map is $5.00. Please make the check out to Robinson Township.

If you need any additional information, please do not hesitate to contact me at (412) 788-8120.

Sincerely,

William L. Blumling

William L. Blumling, President
Robinson Township Board of Commissioners

CELEBRATING OUR 15TH YEAR! • EST. JULY 1985

Lawrence J. Lennon, PE
Larry W. Souleret, PE, PLS
Daniel S. Gilligan

Lennon, Smith, Souleret
Engineering Inc.

412-264-4400
Fax: 412-264-1200
E-Mail: lsse@usaor.net
www.lsse.com

November 17, 2000

S. O. No. 0150-04-220

VIA FACSIMILE AND U.S. MAIL

Mr. Rick Urbano, Planning Director
Township of Robinson
1000 Church Hill Road
Pittsburgh, Pennsylvania 15205-9006

Subject: Groveton Village Plan
Subdivision Plan

Mr. Urbano:

We have completed our review of the above referenced subdivision plan dated November 9, 2000, prepared by Falkinger, McCarty, Grey, Inc., as received by our office November 15, 2000. The plan identifies the owner as Groveton Housing Partnership, L.P. The plan indicates the creation of 7 lots on 11.63 acres. This is a revised submission and application from the previous submission and application which was a six lot subdivision. The site is Zoned R-3 -- Medium Density Residential District and is located on the north side of State Route 51.

An application for this subdivision was previously denied due to the developer not providing sufficient information.

Previous comments may be found in our letters dated September 27, 2000, September 8, 2000, August 24, 2000 and July 17, 2000.

The following are our comments as they pertain to the Township of Robinson's Zoning Ordinance and Subdivision and Land Development Ordinance:

Zoning

1. Provide a tabulation of the required zoning data on the Recording Plan. (Section 803.)
Item Resolved.

Subdivision

1. Provide a written Legal Description for the development. (Section 303.1.C.1.) **Item Resolved.**

2. Each plan sheet must be sealed by a Registered Professional Engineer or Surveyor. (Section 303.1.C.4., 303.2.F.10., 305.K.13., and 305.K.14.) **The revised plans are not sealed. This item may be included as a condition in the Development Agreement.**

3. Label the yard setback of Lot 6 along Lewis Avenue Extension as a 25-foot front yard. Revise the plan accordingly. (Section 303.1.C.11 and 305.K 17.) **Item resolved.**

4. Provide documentation that MATR has adequate capacity to provide sanitary sewer service for the plan. (Section 305.E.9.) **Item resolved.**

5. Provide documentation that MATR has adequate capacity to provide water service for the plan. (Section 305.E.10.) **Item resolved.**

6. Provide a copy of the proposed deed restrictions or covenants for the development for review by the Solicitor. (Section 305.J.) **Item resolved.**

7. The Solicitor should review the plans with respect to the proposed abandonment (vacation) of existing right-of-ways. (Section 303.1.C.7.) **The Township has acted on the petition to vacate the dead end streets located within the subdivision. This item has been resolved.**

8. The following two items must be addressed:

   A. The lands now or formerly Joseph T. and Mary C. Uranker will be affected by the creation of Groveton Drive. The property originally had a side yard (10' setback) and will now be subject to a front yard (25' setback). **The plan has been revised to eliminate the proposed Groveton Drive as a through street. Therefore, the portion of the previously proposed through Groveton Drive which would have affected lands now or formerly Joseph T. and Mary C. Uranker is no longer proposed. Item Resolved.**

   B. Two easements apparently are referenced in the original deeds, however, these easements are not shown on the Recording Plan. **This item has only been partially addressed as of the date of this letter. The gas line easement must be identified on the Recording Plan. Revise the Recording Plan accordingly.**

Different to find line, in working utility company

9. A revised application form has not been received by Lennon, Smith, Souleret Engineering, Inc. (LSSE) as of the date of this letter. (Section 305.A.)

The plans have been reviewed for conformance to Township Ordinance standards only. The review is based on surveys and drawings prepared by others and assume this information is correct and valid as submitted Independent confirmation of adequacy or applicability of surveys, design data, or procedures has not been provided.

The plans, as submitted, do not conform to the Township of Robinson's Subdivision and Land Development Ordinances. Additional comments may be made and we reserve the right to comment further pending submission of revised plans.

A written response to each comment identified in this letter along with revised plans for review are required.

Please call should you have any questions or require additional information.

Sincerely,

vrence J. Lennon, P.E.

Timothy R. McClelland, P.E.

LJL/TRM.ven

cc: Board of Commissioners
Sam Kamin, Goldberg, Kamin & Garvin
Brian Almeter, Fahringer, McCarty & Grey, Inc
John Butya, Esquire

CELEBRATING OUR 15TH YEAR! • EST. JULY 1985

Lawrence J. Lennon, PE
Larry W. Souleret, PE, PLS
Daniel S. Gilligan

Lennon, Smith, Souleret
Engineering Inc.

412-264-4400
Fax: 412-264-1200
E-Mail: lsse@usaor.net
www.lsse.com

November 17, 2000

S. O. No. 0150-04-220

VIA FACSIMILE AND U.S. MAIL

Mr. Rick Urbano, Planning Director
Township of Robinson
1000 Church Hill Road
Pittsburgh, Pennsylvania 15205-9006

Subject: Groveton Village Plan
Land Development Plan

Dear Mr. Urbano:

We have completed our review of the above referenced land development plan dated November 9, 2000, prepared by Fahringer, McCarty, Grey, Inc., as received by our office November 14, 2000. The plan identifies the owner as Groveton Housing Partnership, L.P. The plan indicates the creation of 7 lots and a total of 69 multifamily units on 11.63 acres. This is a revised submission and application from the previous submission and application which was a six lot subdivision for this land development. The site is Zoned R-3 -- Medium Density Residential District and is located on the north side of State Route 51.

An application for this land development was previously denied due to the developer not providing sufficient information.

Previous comment may be found in our letters dated September 27, 2000, September 8, 2000, August 24, 2000 and July 17, 2000.

The following are our comments as they pertain to the Township of Robinson's Zoning Ordinance, and Subdivision and Land Development Ordinance.

Zoning

1. Revise the landscaping tabulation of the required/provided trees to indicate that 159 trees are required and provided. **Item resolved.** (Section 2014.)

2. Provide a tabulation of the required/provided trees for the bufferyard requirements. (Section 2015) **Item resolved.**

Land Development

1. Provide a written Legal Description for the development. (Section 303.1.C.1)
Item resolved.

2. Each plan sheet must be sealed by a Registered Professional Engineer or Surveyor. (Section 303.1.C.2., 303.1.C.4., 303.2.F.10., 305.K.13., and 305.K.14)
The revised plans are not sealed. This item may be included as a condition in the Development Agreement.

3 Provide a Geotechnical Report for the site, signed and sealed by a Registered Professional Engineer. The site soils GQF are susceptible to landslides as documented in the soil survey of Allegheny County, Pennsylvania. (Section 303.2.A.)
Item resolved.

4 Provide a Soil Erosion and Sedimentation Control Plan Narrative for the development. Provide documentation that the plan has been approved by the Allegheny County Conservation District. (Section 303.2.C. and 305.H.)
Item resolved.

5. Provide an Illumination Plan for the lighting of the community buildings parking facility. (Section 303.2.F.7. and 705.)
Item resolved.

6 Indicate the pipe grade and pipe material on the proposed site plan. (Section 305.E.7.)
Item resolved.

7 Provide documentation that MATR has adequate capacity to provide sanitary sewer service for the plan. (Section 305.E.9.)
Item resolved.

8 Provide documentation that MATR has adequate capacity to provide water service for the plan. (Section 305.E.10.)
Item resolved.

9 Provide an itemized cost estimate for the development costs for review to determine the required financial surety. A development improvement agreement must be executed with the Township. The developer must contact the Solicitor to indicate the process of preparing a Development Improvement Agreement. (Section 305.I.)
An itemized cost estimate has been previously received by LSSE and is currently under review; however, a revised itemized cost estimate, which reflects the revised plan must be provided. The cost estimate will aid LSSE in determining the required bonding amount.

10. Provide a copy of the proposed deed restrictions or covenants for the development for review by the Solicitor. (Section 305.J.)
Item resolved.

11. The Traffic Analysis must be signed and sealed by a Registered Professional Engineer. (Section 805.)
A letter from Charles A. Wooster, P.E. to Mr Ralph A. Falbo dated November 13, 2000 (copy enclosed) addresses the revised Groveton Drive. The letter and revised Site Plan must be submitted to the Township traffic consultant for their review and comment. ATTACHED

12. Indicate the required bufferyards on the Landscaping Plan. Refer to Zoning Item 1. (Section 303.2.E and 303.2.F.8.)
Item resolved.

13. Revise the paving detail to reflect the required final 1" of top wearing course. (Section 303.2.F.6.)
Item resolved.

14. Provide cross sections at 50 foot intervals for the proposed streets. (Section 305.E.3.)
Item resolved.

15. Label the yard setback of Lot 6 along Lewis Avenue Extension as a 25-foot front yard. Revise the plan accordingly. (Section 303.1.C.11., and 305.K.17.)
Item resolved.

16. Provide documentation that PENNDOT has approved and issued a Highway Occupancy Permit (HOP), the installation of a utility pole in their right-of-way, and widening of Village Drive. (Section 305.K.18.)
This item has been partially addressed. The utility pole will not be installed in the PENNDOT right-of-way and will not require an Highway Occupancy Permit (HOP). The HOP for Village Drive has not been received. This item may be included as a condition in the Development Agreement.

17. Extend the proposed waterline to Lewis Avenue along Groveton Drive. (Section 305.E.10.)
Item resolved.

18. Indicate on the site plans the location of the street signs at each intersection. (Section 706.)
Item resolved.

19. Provide a Wetland Delineation Report for the subject property. The site soils (URB) have hydric components and a wetland (PFO1A) is located in or near the development as shown on the National Wetland Inventory Maps. (Section 30-3.2.D.)
Item resolved.

20. Indicate the curb return RADII on the site plans. (Street Design Standards) **Item resolved.**

21. Indicate the clear sight triangles at each intersection in the plan. (Street Design Standards)
Item resolved.

22. The Stormwater Management Report must be signed and sealed by a Registered Professional Engineer. (Section 303.1.C.21, and 303.2.F.10.)
Item resolved.

23. Provide design calculations and details for the proposed walls, signed and sealed by a Registered Professional Engineer. (Section 303.2.F.5.)
Item resolved.

24. The following two items must be addressed:

A. The lands now or formerly Joseph T. and Mary C. Uranker will be affected by the creation of Groveton Drive. The property originally had a side yard (10' setback) and will now be subject to a front yard (25' setback). **The plan has been revised to eliminate proposed Groveton Drive as a through street. Therefore, the portion of the previously proposed through Groveton Drive which would have affected lands now or formerly Joseph T. and Mary C. Uranker is no longer proposed.**
Item resolved.

B. Two easements apparently are referenced in the original deeds, however these easements are not shown on the Recording Plan. **This item has only been partially addressed as of the date of this letter. The gas line easement must be identified on the Recording Plan. Revise the Recording Plan accordingly. Certain other easements have been left off the Site Plans. These other easements which have been neglected to be included on the Site Plans may pose a conflict with proposed building locations. Specific attention is directed to the proposed locations of buildings 9, 10, 14, 18, 19, and 21 as they relate to all existing and proposed easements.**

25. The sidewalk must be provided to extend around the entire length of the cul-de-sac along Groveton Drive. (Section 704.)

26. A revised application form has not been received by Lennon, Smith, Souleret Engineering, Inc. as of the date of this letter. (Section 305.A.

rmwater Management

1. Revise the Stormwater Management Narrative to include an approximate beginning and ending date for the project. (Section 301.A. and 403.4.)
Item resolved.

2. Provide pre-development and post-development drainage area maps for the Stormwater Management Plan. The project overview indicates that two subwatersheds exist; however, the calculations provided indicate that the site design is for one subwatershed. The subject property is 11.63 acres; however, the Stormwater Report only addresses runoff from 9.54 acres, including some off-site area. The report must address runoff from the entire site and any offsite areas, which are tributary. A complete review of the Stormwater Management Report could not be completed without the above items being addressed.(Section 301.B.3. and 403.B.1.)
Item resolved.

3. Provide a Soil Erosion and Sedimentation Control Plan Narrative for the Development. (Section 301.D.6., 301.E., 301 G., 304.A., 401 , 403.A.2 , 403.A.3., 403 C.8., and 403.C.12)
Item resolved.

4. Identify the stormwater district in the plan narrative. (Section 403 A 5.)
Item resolved.

5 Identify the percentage of total project impervious area in the plan narrative. (Section 403 B.7.)
Item resolved.

6 Indicate on the plans the pipe slope and pipe material of all proposed and existing storm sewers. Indicate on the profiles the pipe slope and pipe material of all proposed storm sewers. (Section 403.B.8., and 403.C.2.)
Item resolved.

7 Provide storm sewer capacity calculations and as-built plans for the entire existing storm sewer systems, which this plan proposes to tie into. (Section 403.B.8.)
Item resolved.

8. Provide documentation that PENNDOT has approved the storm sewer system, which is connecting into their storm sewer system (Section 404)
Item resolved.

9. Indicate that all proposed storm sewer pipe within the right-of-way must be RCCP (Section 701.)
Item resolved.

10. Indicate the outfall for each storm sewer system and the rock apron at the outlet. (Section 701.)
This item has been partially addressed. The outfall for the storm sewers are shown. The rock apron is existing and functioning. The developer is agreeable to provide a Performance and Maintenance Bond to reconstruct the rock apron if it should fail in the future. This item may be included as a condition in the Development Agreement.

11. Provide an operation and maintenance schedule in the stormwater narrative for the proposed storm sewer system. (Section 702.) **Item resolved.**

12. The pipe capacities are exceeded for P-5, P-4, and P-19. Revise the pipes accordingly. (Section 301.D.2.a.)
Item resolved.

13. The report must be revised to design for the as-built condition of existing storm sewers. To assume all pipes as 15 inch smooth interior is not acceptable. Additionally, the report states that the feasibility of constructing the proposed storm sewer system along Lewis Avenue requires additional utility and survey information. The report states that: "These issues should be addressed prior to the beginning of construction of any conveyance systems. These design issues must be completed prior to approval of the plans. (Section 30.D.2.a.)
Item resolved.

14. The report states that a sump and groundwater recharge system is proposed. Provide sizing calculations for the sump and groundwater recharge system.
Item resolved.

General

1. The Township has received a Subdivision Plan for the subject development property. Action on the Subdivision Plan must be taken prior to the approval of the development. **This item has not been resolved as of the date of this letter.** COULD BE DONE AFTER FINAL APPROVAL OF SITE PLAN

2. The Site Plan provided is not consistent with the proposed Recording Plan submitted under a separate cover. Revise each sheet in the Land Development Plan submittal to reflect the actual subdivision plan provided.

The plans have been reviewed for conformance to Township Ordinance standards only. The review is based on surveys and drawings prepared by others and assumes this information is correct and valid as submitted. Independent confirmation of adequacy or applicability of surveys, design data or procedures has not been provided.

The plans, as submitted, do not conform to the Township of Robinson's Subdivision and Land Development Ordinance. Additional comments may be made and we reserve the right to comment further pending submission of revised plans.

A written response to each comment identified in this letter along with revised plans for review are required.

Please call should you have any questions or require additional information.

Sincerely,

Lawrence J. Lennon, P.E.

Timothy R. McClelland, P.E.

Enclosure

LJL/TRM:ven

w/enc. Board of Commissioners
Sam Kamin, Goldberg, Kamin & Garvin
Brian Almeter, Fahringer, McCarty & Grey, Inc
John Butya, Esquire

DAVID E. WOOSTER AND ASSOCIATES, INC.
Traffic, Parking
and Transportation

RECEIVED
NOV 14 2000
LSSE

November 13, 2000

Mr. Ralph A. Falbo
Ralph Falbo, Inc.
100 Wood Street Building
Pittsburgh, PA 15222

Dear Mr Falbo:

In reference to the change in the site plan for the proposed Groveton Village plan in Robinson Township, Allegheny County, PA, we have reviewed the plans as they relate to the Traffic Impact Analysis we prepared for the original site plan.

The proposed change to Groveton Drive from a through street to the proposed cul-de-sac will have no impact to the results of our original Traffic Impact Analysis, dated July, 2000. As you know, the results of that study have been concurred with by the Robinson Township Traffic Engineering Consultant in their letter of September 19, 2000 to the Township Engineer.

We trust this information is submitted in proper form. If you have any questions or require anything additional, please advise me.

Yours truly,

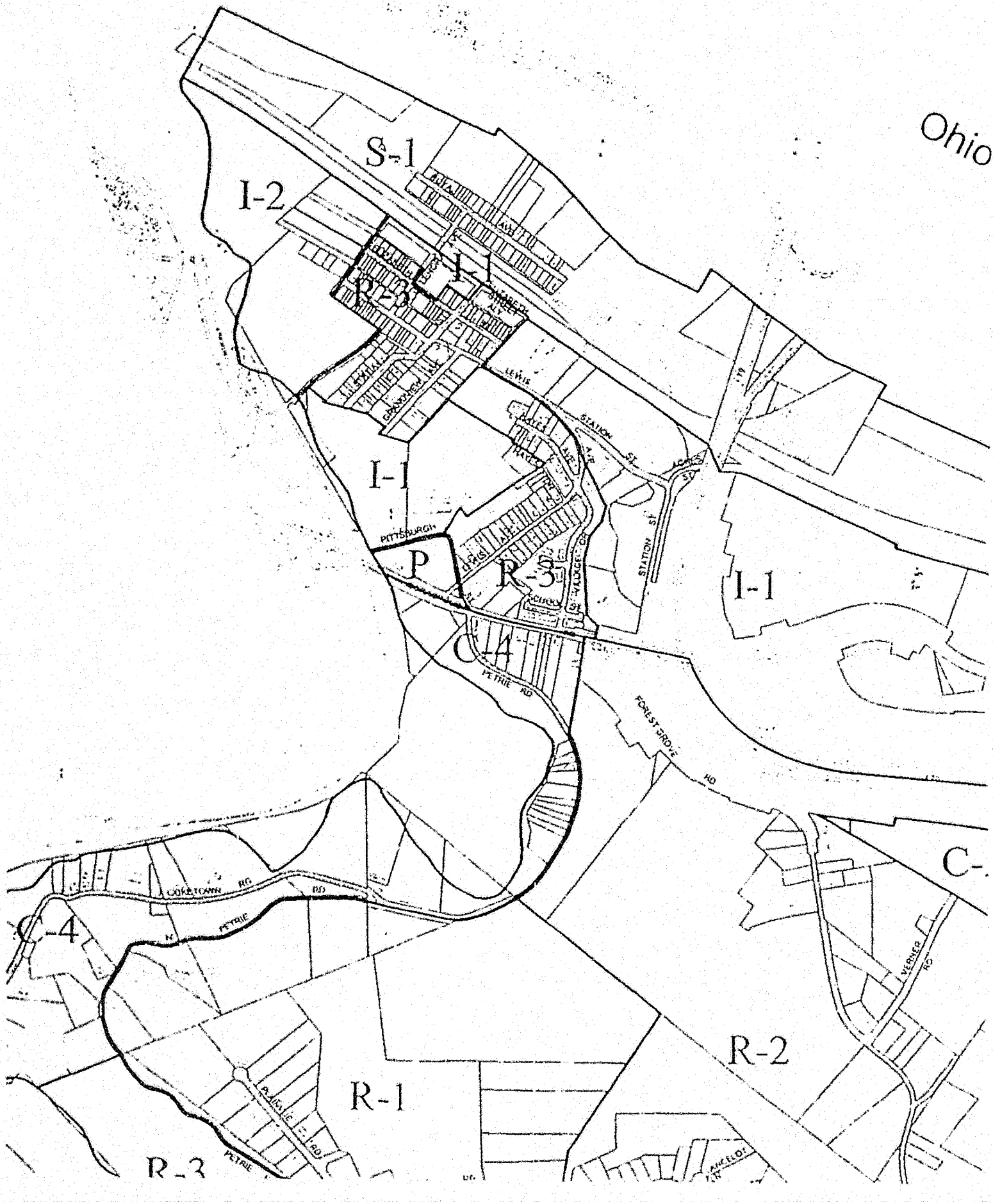
Charles A. Wooster, P.E.
President

T:\05251\13981\

CAW/caw

cc: Brian Almeter - FMG
William Sittig, Esq.

OFFICE (412) 921-3303
FAX (412) 921-2609


Ohio
S-1
I-2
I-1
R-3
I-1
P
R-3
I-1
C-4
C-4
R-1
R-2
R-2
C-
PETRIE RD
FOREST GROVE RD
STATION ST
LEWIS
PITTSBURGH
VERNER RD
LAKELOT

ARTICLE 8 - R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT

Section 801 - Purpose

The R-3 District is intended to encompass older residential areas of the Township that developed prior to recent zoning ordinances and generally have higher densities with smaller lots and a mixture of housing types.

Section 802 - Authorized Uses

A. Permitted Uses

1. Single family dwellings.
2. Two family dwellings.
3. Townhouses.
4. Public and essential services.
5. Home Office
6. Accessory uses to the above principal uses, as regulated by Section 2016.

B. Conditional Uses

The following uses are permitted in accordance with the standards of this Article, other applicable provisions, and Article 23 of this Ordinance.

1. Multiple family dwellings
2. Recreational facilities owned and operated by a public or nonprofit agency.
3. Churches and similar places of worship.
4. Schools.
5. Public buildings or uses.
6. Accessory uses to the conditional uses listed above as principal uses, as regulated herein by Section 2016.

C. Special Exceptions

The following uses are permitted in accordance with the standards of this Article, other applicable provisions, and Article 23 of this Ordinance.

1. Personal care homes.

2. Group care home facility.

3. Conversion of an existing single family dwelling to a multiple family dwelling.

4. Boarding or rooming house.

5. Day care center for children or adults.

6. Family day care home.

7. Home occupations.

8. Accessory uses to the special exceptions listed above as principal uses, as regulated herein by Section 2016.

Section 803 - Area And Bulk Requirements

A. Minimum Lot Area

1.	Single Family Dwelling	5,000 sq. ft.
2.	Two Family Dwellings	10,000 sq. ft.
3.	Townhouses	2,400 sq. ft. of lot area per dwelling unit
4.	Multiple Family Dwellings	1,450 sq. ft. of lot area per dwelling unit
5.	Conversion (Single family to a Multiple Family Dwelling)	1,200 sq. ft. per dwelling unit
6.	Personal Care Home	15,000 sq. ft.
7.	Group Care Facility	11,500 sq. ft. 15,000 sq. ft.
8.	Other uses	10,000 sq. ft.

B. Minimum Lot Width

1.	Single Family Dwellings	50'

2. Two Family Dwellings	55'
3. Townhouses	100'
4. Multiple Family Dwellings	55'
5. Conversion (Single family to a Multiple Family Dwelling)	50'
6. Other Uses	55'

C. Maximum Height of Structures

1. All Principal Uses (except place of worship)	35' and 2-1/2 stories
2. Churches and Similar Places of Worship	45' (principal bldg.) 75' (steeples/towers)
3. Accessory Structures	20'

D. Maximum Lot Coverage

1. Single, Two Family Dwellings, Conversions	35%
2. Townhouses	35%
3. Multiple Family Dwellings	30%
4. All Other Uses	35%

E. Minimum Yard Requirements

1. Front Yard	25'
2. Side Yards	
a. Single, Two Family Dwellings	10' each yard
b. All Other Principal Uses	20'
c. Nonconforming Lots of record less than 50' in width	20% of the lot or not less than 7-1/2' each yard
d. Accessory Uses on corner lots	5' each yard

3. Rear Yards

a. All Principal Uses	25'
b. All Accessory Uses	6'

Section 804 - Offstreet Parking

As regulated herein by Section 2101.

ARTICLE 21 - OFFSTREET PARKING AND LOADING

Section 2101 Offstreet Parking Regulations

A. Applicability

1. New or Expanded Uses and Structures. In any zoning district, all structures built and all uses established hereafter shall provide offstreet parking areas in accordance with this Section. When an existing structure or use is expanded, parking spaces for the area or capacity of such expansion shall be required in accordance with this Section. The granting and continued validity of a certificate of occupancy issued after the effective date of this Ordinance, shall be conditioned upon compliance with these parking requirements.

2. Existing Uses. Existing uses in compliance with prior ordinances are not required to comply with these regulations, except when such uses are enlarged, or changed in use, size or capacity. An expansion or alteration of an existing use, or a subdivision or combination of zoning lots, shall not result in the elimination of any existing required offstreet parking spaces.

B. General Provisions

1. Utilization. Required offstreet parking facilities shall be solely for the parking of passenger automobiles in operating condition of patrons, occupants or employees of such use or commercial vehicles under one and one half (1-1/2) ton capacity.

2. Space Description. A required offstreet parking space shall be at least nine (9) feet wide by twenty (20) feet long measured perpendicularly to the sides of the parking space, exclusive of access drives, aisles, ramps, or columns, accessible from streets or private driveways. Parking spaces reserved for handicapped persons shall be a minimum twelve and one-half (12.5) feet in width by twenty (20) feet in length.

3. Calculations of Required Spaces

   a. When calculating the required number of spaces, a fractional space of one-half (0.5) or over shall be considered an entire space while a fraction below one-half (0.5) may be disregarded.

b. In case of a mixed use structure or multiple structure development, excluding a shopping center, the required number of parking spaces shall be cumulative of that required for each type of use.

4. Maneuvering Aisles

Parking Space Angle	Minimum Aisle Width
45 degrees	12 feet
60 degrees	18 feet
90 degrees	20 feet

5. Driveway Access and Design. Driveway access and design from parking facilities shall be designed with appropriate and clearly marked means of vehicular access to and from streets in such a manner as will least interfere with the movement of traffic and shall be in accordance with the standards of the Pennsylvania Department of Transportation's (PennDOT) "Access to and Occupancy of Highways by Driveways and Local Roads" (67 PA Code, Chapter 441) and any revisions or amendments thereto.

6. Surfacing. All driveways and offstreet parking areas shall be graded for proper drainage and paved with asphalt, concrete, grouted brick, paving blocks or similar materials approved by the Township.

7. Striping. Parking areas providing for ten (10) or more vehicles shall be striped to outline the entire parking space with a durable paint and shall be maintained.

8. Lighting. All parking areas in a C, I or R-4 District for over ten (10) vehicles shall be suitably illuminated for night use. All lighting shall be directed away from abutting residential properties and public rights of way. If a commercial or industrial use is not normally in operation after 6 p.m., then minimal security lighting shall be provided. Generally, a minimum of 0.5 foot candle average maintained illumination shall be required in the vicinity of all normal building entrances/exits and any exterior storage areas that have a high risk of theft or vandalism.

9. Screening and Landscaping

a. All parking areas for commercial, industrial and multifamily uses containing more than ten (10) spaces shall be effectively screened on each side by a decorative wall, fence or planted screen of not less than four (4) feet in height. Where a parking area abuts a bufferyard required by Section 2015 of this

Ordinance, then additional landscaping shall not be required. Required screening may be placed in any required yard or other setback area and shall be considered part of the setback.

b. Where a planted screen is utilized, it shall consist of evergreen and deciduous shrubs, bushes or trees which shall mature to the stated height in two (2) growing seasons from planting.

c. The required screening shall not interfere with the provisions of a clear sight triangle at intersections, as specified by Section 2011 of this Ordinance.

d. Continuing maintenance of screening shall be the responsibility of the property owner.

10. Ingress and Egress Barriers. Whenever an open parking area abuts a public street, sidewalk or alley, a planting strip, at least five (5) feet in depth, planted and maintained with shrubbery, trees or other landscape or decorative materials, shall be installed across the entire frontage of the property in order to prohibit vehicles access, except at approved ingress/egress points. Planting required in this area shall be exclusive of other planting requirements contained in Sections 2014 and 2015 of this Ordinance.

11. Wheelstops and Curbs. Continuous curbing or other approved wheelstops shall be installed to prevent vehicle encroachment into public rights of way or required bufferyards or planting strips, as well as to direct storm water. However, the Planning Commission may waive the installation of curbs where desirable to provide adequate on-site drainage.

12. Motor Vehicle Repair Works. No motor vehicle repair work or service shall be permitted in conjunction with any offstreet parking facility.

13. Location of Offstreet Parking Facilities

a. No required offstreet parking space shall occur wholly or partly in a public right of way or required buffer area.

b. All required parking must be provided on the same zoning lot as the principal use which it serves, except as otherwise provided herein.

c. Open offstreet parking areas may be located in any yard, subject to the provisions of Section 2016.C, "Location of Accessory Uses and Structures." Required parking spaces accessory to a single family or two family dwelling shall be located either within an enclosed garage or in the driveway, provided the spaces in the driveway do not obstruct access to vehicles parked in the garage.

C. Joint Parking Facilities

1. Two (2) or more uses may share a common parking area provided the total spaces equal or exceed the sum of the spaces required for each use individually. However, the Planning Commission may approve a joint parking plan which permits a reduction in this total, subject to the following:

   a. A written report shall be prepared by the applicant which clearly demonstrates that one (1) or more uses require parking at time when other uses in the building or complex are not normally in operation and, therefore, the uses could share parking, thus reducing the total spaces that otherwise would be required for all uses.

   b. Not more than forty percent (40%) of the required parking spaces for any one (1) use shall be supplied jointly with other uses, except that up to one hundred percent (100%) of the parking spaces for a church or school may be supplied jointly with another use.

   c. All uses shall be located within three hundred fifty (350) feet of the joint parking spaces and connected by safe pedestrian access.

   d. A written agreement shall be executed with the Township assuring the continued availability of the joint parking spaces to all proposed uses.

2. This joint parking provision shall not apply to shopping centers.

3. Any change or expansion of the uses sharing the joint parking area shall require a new review by the Planning Commission and may result in additional spaces being required and a revised agreement with the Township.

4. Continued compliance with the approved joint parking plan is a condition of occupancy; any violation thereof may result in the suspension or revocation of the

certificate(s) of occupancy/compliance of affected uses.

D. Off-Site Parking Facilities. The Planning Commission may approve a plan for providing all or some of the required offstreet parking spaces on a lot other than where the principal use is located, provided that:

1. Both lots are held in the same ownership, or a lease has been executed for the spaces which guarantees their availability for as long as the use exists. Evidence of ownership or a copy of the lease shall be filed with the Township.

2. The off-site parking spaces are located within three hundred fifty (350) feet distance from the principal use and connected by a safe pedestrian walkway.

3. The continued availability of the approved off-site parking shall be a condition of occupancy for the principal use; any violation thereof may result in the suspension or revocation of the principal use's certificate of occupancy.

E. Schedule of Required Offstreet Parking Spaces The following shall be the minimum number of parking spaces required; additional spaces may be required by the Township as a result of the development application review.

USE	REQUIREMENT
One and two family dwellings	2 spaces per dwelling unit
Multiple family dwellings (three units or more)	2-1/2 spaces per dwelling unit
Personal Care Home, Group Care Facility, Group Home	1 space for each employee on peak shift plus 1 space for each resident
Day Care Center, Adult or Child	1 space for each teacher and employee on peak shift plus 1 space per 6 clients (adults or children)
Places of public assembly (churches, auditoriums, stadiums, theaters)	1 space for every 3 seats (24 inches of a bench or pew equals one seat)

EXHIBIT 10 *Scope of Work*

The new dwelling units at Groveton Village will be wood frame one and two story duplex and townhouse units. They will all be constructed as BOCA Code defined "townhouses" in that each will exit directly to grade. The construction classification will be TYPE 5B, Combustible, Unprotected, but each unit will be separated from it's neighbor(s) by rated firewalls that carry from the first floor slab, or the basement where there is a basement, to the underside of the roof deck. In no case will units be stacked one above another. This type and scale of construction is in keeping with the residential architecture of the surroundings.

Foundations will be block on spread footers for the main parts of the buildings; porch foundations will be accomplished by turning porch slabs down to points below the frost line. Much of the first floor construction will be insulated slab on grade, but where grades demand basements they will be block with finished block or brick facings above grade. Walls and framed floors will use dimension lumber, and 2X6 studs will be used for all exterior walls to allow for 6 inch (nominal) R 19 batt insulation. Main roofs will be constructed of metal plate connected wood trusses and will be insulated with 9 inch R 30 batts. Dimension lumber will be used to frame porch roofs.

Major components of the exteriors of the buildings will include thermally broken aluminum-frame double hung windows with ¾ inch double glazing, insulated steel exterior doors, masonry veneer "watertables" to an average of two feet above exterior grade, solid vinyl siding above the watertables, and a trim system that is a combination of standard vinyl components and break-metal from coated coil-stock using shapes that are custom bent but that are repetitive across the job. This system of components supports architectural detailing that is at once affordable, durable, and consistent with the best traditions of the surroundings. And details and colors will vary from building type to building type to offer a lively visual variety that will lend identity to each dwelling unit.

There will be some elevated decks; they will be framed with wolmanized dimension lumber and decked with Trex or other brand wood/plastic combination decking. Roofs will be 25 year bonded shingles. Gutters and downspouts will be aluminum.

Major features of the interior construction will include 5/8 inch drywall finishes for all walls and ceilings, a combination of commercial grade vinyl tile and carpet for floor finishes, solid core wood construction for all interior doors, commercial grade door hardware throughout, HUD "Severe Use" cabinetry for all kitchens and vanities, commercial grade stainless steel toilet and bath accessories, and coated wire-goods closet accessories. The goal is to provide construction that is at once simple, and well made, and very durable. Mechanical systems will use high efficiency furnaces, air-conditioners, and hot water heaters. Furnaces and hot water heaters will be gas fired. The kitchen range will be gas fired. Refrigerators will be energy star compliant.

Another component of the project is the new Community Building. This 1000 SF structure will include a large multipurpose room, a serving kitchen, and unisex HC accessible restrooms. It will be constructed using the same materials and techniques as the dwellings. It

will be sited at the southern edge of the development to better join the new Groveton Village with the adjacent neighborhood.

Major features of the site will include new or improved asphalt paved roads throughout, off-street parking for 184 cars, (2 cars per duplex unit, 2.5 cars per townhouse unit, and 26 spaces for the community building), a complete system of new concrete sidewalks, a new storm-water management system, new underground electrical, tv, and telephone lines, an extensive program of fine grading to provide level lawns and terraces, and an extensive program of planting that will involve the installation of 158 shade trees, and 19 conifers.

This reconstruction of the site will provide a setting that is congruent with the best standards of the surroundings, and with all the features that belong to a private neighborhood. Each dwelling will have it's own private yard and garden space. The new system of sidewalks will clearly demarcate the thresholds between public and private outdoor spaces. There will be relatively little public space. And each dwelling will have it's own porch or deck or patio.

PENNSYLVANIA HOUSING FINANCE AGENCY
Technical Services
2101 North Front Street
P.O. Box 8029
Harrisburg, PA 17105-8029
Phone #: (717)780-3859 FAX #: (717)780-1888

FINAL CONSTRUCTION COST ESTIMATE

Project Name: GROVETON VILLAGE
Sponsor:
PHFA Number: R-3001
Contractor: MISTICK CONSTRUCTION
Date: 11-22-00
Form Completed by: JEFF CALDWELL

Note: Divisions 1 - 16 shall not include Builders Overhead or Profit

Div. #	Description	Breakdown	Divisional Totals
1.	General Requirements		
	Mobilization	15,000	
	Security	-	
	Temporary Facilities	124,004	
	Supervision	220,056	
	Permits	36,142	
	Equipment	45,000	
		Division 1 Total	440,292
2.	Sitework		
	Demolition	473,552	
	Earthwork	337,965	
	Site Utilities	555,110	
	Site Improvements	-	
	Paving	244,132	
	Walks & Curbs	88,420	
	Landscaping	86,466	
	Environmental Abatement	95,000	
	Offsite Improvements		
		Division 2 Total	1,880,645
3.	Concrete		
	Foundation	139,255	
	Cast-in-Place	237,469	
	Pre-cast		
		Division 3 Total	376,724
4.	Masonry		
	Block	218,948	
	Brick Veneer	197,037	
	Restoration/Cleaning		
			415,985

5. Metals		
Structural	13,500	
Ornamental		
Railings	4,725	
	Division 5 Total	18,225

6. Carpentry		
Rough	1,341,318	
Finish	127,604	
	Division 6 Total	1,468,922

7. Moisture Protection		
Roofing	111,977	
Siding	347,339	
Insulation	95,276	
Waterproofing	13,342	
	Division 7 Total	567,934

8. Windows and Doors		
Windows	154,075	
Storm Windows		
Exterior Doors	80,850	
Interior Doors	219,663	
	Division 8 Total	454,588

9. Finishes		
Plaster Repair		
Drywall	433,931	
Tile Work		
Suspended Ceilings		
Flooring	202,257	
Painting & Decorating	144,200	
	Division 9 Total	780,388

10. Specialties		
Mailboxes, Bath Access., Public Areas	30,933	
	Division 10 Total	30,933

Equipment		
Residential appliances	52,335	
	Division [illegible]	52,335

12.	Furnishings		
	Kitchen Cabinets	133,850	
	Bath Vanities	18,865	
	Window Treatments		
		Division 12 Total	152,715

13.	Special Construction		
	Trash Compactor		
	Recreation Equipment		
		Division 13 Total	

14.	Conveying Systems		
		Division 14 Total	

15A.	Plumbing		
	Sewage system		
	Water System		
	Gas Service		
	Storm Sewer		
	Interior Plumbing	479,000	
	Fire Protection		
		Division 15A Total	479,000

15B.	Heating, Ventilating, Air Conditioning		
		295,300	
		Division 15B Total	295,300

16	Electrical		
	Primary Service		
	Distribution System		
	Lighting		
	Systems (Alarms, Intercoms, Security)		
		Division 16 Total	483,000

Subtotal Divisions 1 - 16 Do not include Builders overhead or Profit			7,896,985
Builders Overhead	2 %	157,939	
Subtotal Divisions 1 - 16 plus Builders Overhead			8,054,925
Builders Overhead	5 %	396,296	
Subtotal Divisions 1 - 16 plus Builders Overhead plus Builders Profit			8,451,221
Bond Premium or Letter of Credit			48,779
Other (Explain)			
TOTAL CONSTRUCTION COSTS			8,500,000

PROJECT INFORMATION

Length of Construction: 16 Months

Estimated Starting Date: _____

Number of Dwelling Units: 69

Gross Bldg. Square Footage: 84,140

Wage Determination:

_____ Open Shop
_____ Union Shop
X Davis Bacon
_____ Residential
_____ Commercial
_____ State Prevailing Wage

Drawing Date: _____ Revision Date: _____

Specifications Date: _____ Revision Date: _____

Addendum:	_____	Date: _____	Addendum:	_____	Date: _____
Addendum:	_____	Date: _____	Addendum:	_____	Date: _____
Addendum:	_____	Date: _____	Addendum:	_____	Date: _____

Signatures: (at initial closing)

_____ Name	_____ Sponsor Organization	_____ Date
_____ Name	_____ Sponsor Organization	_____ Date
_____ Name	_____ Sponsor Organization	_____ Date

Groveton Village
PHFA Application fir Low Income Housing Tax Credits

Certification of Subsidies

The Groveton Village Housing Partnership, L.P. certifies that the Allegheny Housing Authority will provide a loan from Capital Funds Program funding in the amount of $ 6,603,517 for the demolition and reconstruction of Groveton Village. The Groveton Village Housing Partnership, L.P. certifies that an estimated amount of $264 per dwelling unit per month in rental subsidies will be provided by the Allegheny County Housing Authority for the first year of operations, and each year thereafter.



Mark H. Dambly, President
Halliday Properties, Inc. - General Partner
Groveton Housing Partnership, L.P.

ALLEGHENY COUNTY HOUSING AUTHORITY
FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
EVELYN BENZO
THOMAS S. NETZER
MIKA DUNCAN
MICHELLE PAGANO

EXECUTIVE DIRECTOR
FRANK AGGAZIO

CERTIFICATION

Please accept this letter as certification that the combined tenant contribution and operating subsidy for 83% of the tax credit units at Groveton Village will not exceed the 50% fair market rents.

Frank Aggazio, Executive Director

AN EQUAL OPPORTUNITY EMPLOYER

ALLEGHENY COUNTY HOUSING AUTHORITY
341 FOURTH AVENUE
PITTSBURGH, PA 15222

December 12, 2000

Groveton Housing Partnership, L.P.
c/o Pennrose Equities
One Liberty Place, Suite 3810
Philadelphia, PA 19103
Attention: Mark H. Dambly

Re: Groveton Apartments

Dear Mr. Dambly:

This letter will confirm the intention of the Allegheny County Housing Authority (the "Authority") to provide a share of the operating subsidy that the Authority receives from the United States Department of Housing and Urban Development ("HUD") to Groveton Housing Partnership, L.P. (the "Partnership") with respect to 69 units that will be constructed as the redevelopment of Groveton Apartments (the "Project").

The Authority will provide operating subsidy to the Partnership each year for a period of 40 years in an amount equal to the lesser of:

(i) the excess of the operating expenses of the 69 public housing units over the rental income payable to the Partnership by the tenants in the 69 public housing units, or

(ii) $264 per unit.

This commitment will expire if the construction of the public housing units in the Project is not completed by December 31, 2003. The obligation of the Authority to provide this operating subsidy shall be conditioned upon the successful closing of financing for the Project, the successful completion of construction of the Project, arrangements acceptable to the

Authority and HUD for the management of the public housing units in the Project and the documentation of the undertaking of the Authority to provide operating subsidy in a Regulatory and Operating Agreement in a form satisfactory to the Authority.

We look forward to working with you in this transaction.

Sincerely,

ALLEGHENY COUNTY HOUSING AUTHORITY

By: Frank Aggazio
Frank Aggazio, Executive Director

543656_1 DOC

Construction Financing and/or Permanent Financing Letters of Intent

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
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FRANK AGGAZIO

December 12, 2000

Groveton Housing Partnership, L.P.
c/o Pennrose Equities
One Liberty Place, Suite 3810
Philadelphia, PA 19103

Attention: Mark H. Dambly

RE: Groveton Apartments

Dear Mr. Dambly:

The Allegheny County Housing Authority (the "Authority") offers by this letter (the "Commitment") to make a loan (the "Loan") in the amount and on the terms and conditions set forth below, to Groveton Housing Partnership, L.P. (the "Borrower")

1. Authority

The Authority has available to it Comprehensive Grant funds in the aggregate amount of up to $6,603,517 which may be used for the revitalization of Groveton Apartments (the "Project"). The utilization of the Comprehensive Grant funds is subject to procedures that have been prescribed by the U.S. Department of Housing and Urban Development ("HUD") and other HUD regulations.

2. Use of Funds

The Loan shall be used to finance costs for the construction of 69 rental units located at the former site of the Project.

3. Terms of the Loan

A construction/permanent loan in the principal amount of up to $6,603,517 will be advanced by the Authority during the construction period of the Project and will become a permanent loan after completion of construction (the "Permanent Loan"). The Permanent Loan will be at the APR interest. The principal will be payable at maturity which will be 40 years after the completion of construction.

4. Security

(a) The loan will be secured by a first mortgage on the property on which the Project is constructed and the improvements (the "Property"). Senior debt financing will be provided through the issuance of tax-exempt bonds.

(b) The Property will also be encumbered by a Declaration of Trust in favor of HUD.

5. Prepayment

The Loan may be prepaid in part or in full, but prepayment of the Loan will not affect the status of the dwelling units in the project as public housing subject to applicable regulations.

6 Equity Investor

At the closing of the Loan the Borrower shall admit as an investor limited partner owning at least a 99% interest in the Borrower one or more investors that will be obligated to contribute to the capital of the Borrower an amount not less than $4,939,357 on terms acceptable to the Authority.

7. Reserves

At the closing of the Loan the Borrower shall establish certain reserve accounts that may be required by the Authority.

We are pleased to extend this Commitment and look forward to working with you.

Sincerely,

Frank Aggazio
Executive Director

Accepted By:

GROVETON HOUSING PARTNERSHIP, L.P.
By: Pennrose Equities, Inc., its general partner

By: RKB, Inc , a general partner

By: _____
Richard K. Barnhart, President

ALLEGHENY COUNTY HOUSING AUTHORITY
341 FOURTH AVENUE
PITTSBURGH, PA 15222

December 12, 2000

Groveton Housing Partnership, L.P.
c/o Penrose Equities
One Liberty Place, Suite 3810
Philadelphia, PA 19103
Attention: Mark H. Dambly

Re: Groveton Apartments

Dear Mr. Dambly:

This letter will confirm the intention of the Allegheny County Housing Authority (the "Authority") to provide a share of the operating subsidy that the Authority receives from the United States Department of Housing and Urban Development ("HUD") to Groveton Housing Partnership, L.P. (the "Partnership") with respect to 69 units that will be constructed as the redevelopment of Groveton Apartments (the "Project").

The Authority will provide operating subsidy to the Partnership each year for a period of 40 years in an amount equal to the lesser of:

(i) the excess of the operating expenses of the 69 public housing units over the rental income payable to the Partnership by the tenants in the 69 public housing units; or

(ii) $264 per unit.

This commitment will expire if the construction of the public housing units in the Project is not completed by December 31, 2003. The obligation of the Authority to provide this operating subsidy shall be conditioned upon the successful closing of financing for the Project, the successful completion of construction of the Project, arrangements acceptable to the

Authority and HUD for the management of the public housing units in the Project and the documentation of the undertaking of the Authority to provide operating subsidy in a Regulatory and Operating Agreement in a form satisfactory to the Authority.

We look forward to working with you in this transaction.

Sincerely,

ALLEGHENY COUNTY HOUSING AUTHORITY

By: Frank Aggazio
Frank Aggazio, Executive Director

543656.1 DOC

Related Capital Company
625 Madison Avenue
New York, New York 10022-1801
212-421-5333 Fax 212-751-3550
One of The Related Companies

December 13, 2000

Richard Barnhart
Pennrose Properties, Inc.
One Liberty Place
1650 Market Street, Suite 3810
Philadelphia, PA 19103-7332

Re: Groveton Village
Allegheny County, Pennsylvania

Dear Richard:

We have reviewed the projections prepared by Ziner, Kennedy & Lehan LLP dated December 13, 2000 and based upon our preliminary review of the projections and the assumptions accompanying the projections, we are of the view that (i) the assumptions contained in the projections are reasonable and (ii) assuming that the terms of the documentation with respect to the federally funded loans are consistent with the assumptions, there is a reasonable basis for concluding that the project could repay the debt upon the maturity of the federally funded loans.

Sincerely,

Leonora Fernando
Vice President

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
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MICHELE PAGANO

EXECUTIVE DIRECTOR
FRANK ALGAZIO

CERTIFICATION

The Allegheny County Housing Authority has approved the attached back end analysis for the funds loaned at AFR.

Patrick Cassidy

Patrick Cassidy, Director of
Budget & Revenue Generating Projects

December 13, 2000

AN EQUAL OPPORTUNITY EMPLOYER

Groveton Village Housing Partnership, L.P
Projected Financing

Financing that does not reduce eligible basis			
First Mortgage	Amortizing	6,691,200	5.98%
ACHA	Accruing	0	0.00%
RAD & DCED SGCDC	Accruing	0	0.00%
PHA	Accruing	0	0.00%
LP Equity	Accruing		NA
		6,691,200	

Groveton Village Housing Partnership, L.P
Projected Operations

	3.00%	Year 1 2001	Year 2 2002	Year 3 2003	Year 4 2004	Year 5 2005	Year 6 2006	Year 7 2007	Year 8 2008	Year 9 2009	Year 10 2010
Revenue - 40% Units		31,416	32,358	33,329	34,329	35,359	36,420	37,512	38,638	39,797	40,991
Revenue - 50% Sec 1 Units		56,280	57,968	59,707	61,499	63,344	65,244	67,201	69,217	71,294	73,433
Revenue - 50% Sec 2 Units		123,240	126,937	130,745	134,668	138,708	142,869	147,155	151,570	156,117	160,800
Revenue - 60% Units		11,400	11,742	12,094	12,457	12,831	13,216	13,612	14,021	14,441	14,874
Rental Subsidy		218,592	225,150	231,904	238,861	246,027	253,408	261,010	268,841	276,906	285,213
Gross Potential Income		440,928	454,156	467,781	481,814	496,268	511,156	526,491	542,286	558,554	575,311
Vacancy Allowance - 3%		(6,670)	(6,870)	(7,076)	(7,289)	(7,507)	(7,732)	(7,964)	(8,203)	(8,449)	(8,703)
Net Effective Income		434,258	447,286	460,704	474,525	488,761	503,424	518,527	534,082	550,105	566,608

	3.00%	Year 1 2001	Year 2 2002	Year 3 2003	Year 4 2004	Year 5 2005	Year 6 2006	Year 7 2007	Year 8 2008	Year 9 2009	Year 10 2010
Operating Expenses											
Marketing Expenses		0	0	0	0	0	0	0	0	0	0
Management Fee		0	0	0	0	0	0	0	0	0	0
Administrative		0	0	0	0	0	0	0	0	0	0
Maintenance		0	0	0	0	0	0	0	0	0	0
Utilities		0	0	0	0	0	0	0	0	0	0
Security		0	0	0	0	0	0	0	0	0	0
Project Equipment Purchases		0	0	0	0	0	0	0	0	0	0
Taxes & Insurance		0	0	0	0	0	0	0	0	0	0
Payroll		0	0	0	0	0	0	0	0	0	0
Supportive Services Expense		0	0	0	0	0	0	0	0	0	0
Other Operating Expense		338,858	349,024	359,494	370,279	381,388	392,829	404,614	416,753	429,255	442,133
Total Expenses		338,858	349,024	359,494	370,279	381,388	392,829	404,614	416,753	429,255	442,133
Net Operating Income		95,400	98,262	101,210	104,246	107,373	110,595	113,912	117,330	120,850	124,475
Less Replacement Reserves		0	0	0	0	0	0	0	0	0	0
Less Operating Reserves		0	0	0	0	0	0	0	0	0	0
Less First Mortgage Payment		0	0	0	0	0	0	0	0	0	0
Cash Flow		95,400	98,262	101,210	104,246	107,373	110,595	113,912	117,330	120,850	124,475
Capitalization Rate		9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
Supportable Debt		1,059,999	1,091,799	1,124,553	1,158,290	1,193,038	1,228,829	1,265,694	1,303,665	1,342,775	1,383,058
Total Debt		7,062,623	7,386,706	7,727,221	8,085,063	8,461,176	8,856,560	9,272,269	9,709,421	10,169,195	10,652,836
Surplus (Deficiency)		(6,002,624)	(6,294,907)	(6,602,668)	(6,926,773)	(7,268,138)	(7,627,730)	(8,006,575)	(8,405,756)	(8,826,420)	(9,269,779)

	5.00%	Year 1 2001	Year 2 2002	Year 3 2003	Year 4 2004	Year 5 2005	Year 6 2006	Year 7 2007	Year 8 2008	Year 9 2009	Year 10 2010
Operating Reserve											
Beginning Balance		350,000	367,500	385,875	405,169	425,427	446,699	469,033	492,485	517,109	542,965
Withdrawals		0	0	0	0	0	0	0	0	0	0
Deposits		0	0	0	0	0	0	0	0	0	0
Interest		17,500	18,375	19,294	20,258	21,271	22,335	23,452	24,624	25,855	27,148
Ending Balance		367,500	385,875	405,169	425,427	446,699	469,033	492,485	517,109	542,965	570,113

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue - 40% Units	42,220	43,487	44,792	46,135	47,520	63,953	66,471	69,065	91,737	94,489
Revenue - 50% Sec 1 Units	75,636	77,905	80,242	82,649	85,129	144,398	148,727	153,189	157,785	162,518
Revenue - 50% Sec 2 Units	165,624	170,593	175,711	180,982	186,412	283,446	302,250	311,317	320,657	330,276
Revenue - 80% Units	15,321	15,780	16,254	16,741	17,244	44,514	45,850	47,225	48,642	50,101
Rental Subsidy	293,769	302,582	311,660	321,010	330,640	340,559	350,776	361,299	372,138	383,302
Gross Potential Income	592,570	610,347	628,658	647,518	666,943	906,868	934,074	962,096	990,959	1,020,686
Vacancy Allowance - 3%	(8,964)	(9,233)	(9,510)	(9,795)	(10,089)	(16,969)	(17,499)	(18,024)	(18,585)	(19,122)
Net Effective Income	583,606	601,115	619,148	637,722	656,854	889,879	916,575	944,072	972,394	1,001,566

3.00%	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Operating Expenses	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Marketing Expenses	0	0	0	0	0	0	0	0	0	0
Management Fee	0	0	0	0	0	0	0	0	0	0
Administrative	0	0	0	0	0	0	0	0	0	0
Maintenance	0	0	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0	0	0
Security	0	0	0	0	0	0	0	0	0	0
Project Equipment Purchases	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance	0	0	0	0	0	0	0	0	0	0
Payroll	0	0	0	0	0	0	0	0	0	0
Supportive Services Expense	0	0	0	0	0	0	0	0	0	0
Operating & Maintnance Expense	455,397	469,059	483,130	497,624	512,553	527,930	543,768	560,081	576,883	594,190
Total Expenses	455,397	469,059	483,130	497,624	512,553	527,930	543,768	560,081	576,883	594,190
Net Operating Income	128,210	132,056	136,017	140,098	144,301	361,949	372,807	383,992	395,511	407,377
Less Replacement Reserves	0	0	0	0	0	0	0	0	0	0
Less Operating Reserves	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
Less First Mortgage Payment	0	0	0	0	0	0	0	0	0	0
Cash Flow	128,210	132,056	136,017	140,098	144,301	361,949	372,807	383,992	395,511	407,377
Capitalization Rate	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
Supportable Debt	1,424,550	1,467,287	1,511,305	1,556,644	1,603,344	4,021,655	4,142,304	4,266,573	4,394,571	4,526,408
Total Debt	11,161,668	11,697,080	12,260,547	12,853,630	13,477,976	13,922,010	14,381,739	14,857,776	15,350,759	15,861,358
Surplus (Deficiency)	(9,737,118)	(10,229,793)	(10,749,242)	(11,296,986)	(11,874,633)	(9,900,356)	(10,239,435)	(10,591,202)	(10,956,189)	(11,334,950)

5.00%	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Operating Reserve	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Beginning Balance	570,113	598,619	628,550	659,977	692,976	727,625	764,006	802,206	842,317	884,433
Withdrawals	0	0	0	0	0	0				
Deposits	0	0	0	0	0	0	0	0	0	0
Interest	28,506	29,931	31,427	32,999	34,649	36,381	38,200	40,110	42,116	44,222
Ending Balance	598,619	628,550	659,977	692,976	727,625	764,006	802,206	842,317	884,433	928,654

Groveton Village Housing Partnership, L.P.
Projected Operations

	3.00%	Year 21 2021	Year 22 2022	Year 23 2023	Year 24 2024	Year 25 2025	Year 26 2026	Year 27 2027	Year 28 2028	Year 29 2029	Year 30 2030
Revenue - 40% Units		97,324	100,244	103,251	106,349	109,539	112,825	116,210	119,696	123,287	126,985
Revenue - 50% Sec 1 Units		167,394	172,416	177,588	182,916	188,403	194,056	199,877	205,874	212,050	218,411
Revenue - 50% Sec 2 Units		340,185	350,390	360,902	371,729	382,881	394,367	406,198	418,384	430,936	443,864
Revenue - 60% Units		51,604	53,152	54,747	56,389	58,081	59,823	61,618	63,467	65,371	67,332
Rental Subsidy		394,601	406,646	418,845	431,410	444,353	457,683	471,414	485,556	500,123	515,126
Gross Potential Income		1,051,306	1,082,848	1,115,333	1,148,793	1,183,257	1,218,755	1,255,317	1,292,977	1,331,766	1,371,719
Vacancy Allowance - 3%		(19,695)	(20,286)	(20,895)	(21,521)	(22,167)	(22,832)	(23,517)	(24,223)	(24,948)	(25,698)
Net Effective Income		1,031,613	1,062,562	1,094,438	1,127,272	1,161,090	1,195,922	1,231,800	1,268,754	1,306,817	1,346,021

Operating Expenses	3.00%	Year 21 2021	Year 22 2022	Year 23 2023	Year 24 2024	Year 25 2025	Year 26 2026	Year 27 2027	Year 28 2028	Year 29 2029	Year 30 2030
Marketing Expenses		0	0	0	0	0	0	0	0	0	0
Management Fee - 6%*		0	0	0	0	0	0	0	0	0	0
Administrative		0	0	0	0	0	0	0	0	0	0
Maintenance		0	0	0	0	0	0	0	0	0	0
Utilities		0	0	0	0	0	0	0	0	0	0
Security		0	0	0	0	0	0	0	0	0	0
Real EstateTaxes		0	0	0	0	0	0	0	0	0	0
Insurance		0	0	0	0	0	0	0	0	0	0
Payroll		0	0	0	0	0	0	0	0	0	0
Resident Services/Recreation		0	0	0	0	0	0	0	0	0	0
Other Operating Expense		612,015	630,376	649,287	668,766	688,829	709,493	730,778	752,702	775,283	798,541
Total Expenses		612,015	630,376	649,287	668,766	688,829	709,493	730,778	752,702	775,283	798,541
Net Operating Income		419,598	432,186	445,152	458,506	472,261	486,429	501,022	516,053	531,534	547,480
Less Replacement Reserves		0	0	0	0	0	0	0	0	0	0
Less Operating Reserves		0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0
Less First Mortgage Payment		0	0	0	0	0	0	0	0	0	0
Cash Flow		419,598	432,186	445,152	458,506	472,261	486,429	501,022	516,053	531,534	547,480
Capitalization Rate		9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
Supportable Debt		4,662,200	4,802,066	4,946,128	5,094,512	5,247,347	5,404,768	5,566,911	5,733,918	5,905,935	6,083,114
Total Debt		16,390,269	16,938,221	17,505,976	18,094,327	18,704,106	19,336,183	19,991,485	20,670,901	21,375,487	20,685,614
Surplus (Deficiency)		(11,728,069)	(12,136,155)	(12,559,848)	(12,999,815)	(13,456,759)	(13,931,415)	(14,424,554)	(14,936,984)	(15,469,552)	(14,582,500)

Operating Reserve	5.00%	Year 21 2020	Year 22 2021	Year 23 2022	Year 24 2023	Year 25 2024	Year 26 2025	Year 27 2026	Year 28 2027	Year 29 2028	Year 30 2029
Beginning Balance		928,654	975,087	1,023,841	1,075,033	1,128,785	1,185,224	1,244,485	1,306,710	1,372,045	1,440,647
Withdrawals											(1,440,647)
Deposits		0	0	0	0	0	0	0	0	0	0
Interest		46,433	48,754	51,192	53,752	56,439	59,261	62,224	65,335	68,602	0
Ending Balance		975,087	1,023,841	1,075,033	1,128,785	1,185,224	1,244,485	1,306,710	1,372,045	1,440,647	0

	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Revenue - 40% Units	316,030	325,510	335,276	345,334	355,694	366,365	377,356	388,677	400,337	412,347
Revenue - 50% Sec 1 Units	418,208	430,754	443,676	456,987	470,696	484,817	499,362	514,343	529,773	545,666
Revenue - 50% Sec 2 Units	803,385	827,487	852,311	877,881	904,217	931,343	959,284	988,062	1,017,704	1,048,235
Revenue - 60% Units	69,352	71,432	73,575	75,783	78,056	80,398	82,810	85,294	87,853	90,488
Rental Subsidy	530,580	546,498	562,892	579,779	597,173	615,088	633,540	652,547	672,123	692,287
Gross Potential Income	2,137,554	2,201,681	2,267,731	2,335,763	2,405,836	2,478,011	2,552,351	2,628,922	2,707,790	2,789,023
Vacancy Allowance - 3%	(48,209)	(49,655)	(51,145)	(52,680)	(54,260)	(55,888)	(57,564)	(59,291)	(61,070)	(62,902)
Net Effective Income	2,089,345	2,152,025	2,216,586	2,283,084	2,351,576	2,422,123	2,494,787	2,569,631	2,646,720	2,726,121

3.00%	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Operating Expenses	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Marketing Expenses	0	0	0	0	0	0	0	0	0	0
Management Fee	0	0	0	0	0	0	0	0	0	0
Administrative	0	0	0	0	0	0	0	0	0	0
Maintenance	0	0	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0	0	0
Security	0	0	0	0	0	0	0	0	0	0
Project Equipment Purchases	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance	0	0	0	0	0	0	0	0	0	0
Payroll	0	0	0	0	0	0	0	0	0	0
Supportive Services Expense	0	0	0	0	0	0	0	0	0	0
Operating & Maintnance Expense	822,497	847,172	872,587	898,765	925,728	953,500	982,105	1,011,568	1,041,915	1,073,172
Total Expenses	822,497	847,172	872,587	898,765	925,728	953,500	982,105	1,011,568	1,041,915	1,073,172
Net Operating Income	1,266,848	1,304,853	1,343,999	1,384,319	1,425,848	1,468,624	1,512,682	1,558,063	1,604,805	1,652,949
Less Replacement Reserves	0	0	0	0	0	0	0	0	0	0
Less Operating Reserves	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
Less First Mortgage Payment	0	0	0	0	0	0	0	0	0	0
Cash Flow	1,266,848	1,304,853	1,343,999	1,384,319	1,425,848	1,468,624	1,512,682	1,558,063	1,604,805	1,652,949
Capitalization Rate	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
Supportable Debt	14,076,085	14,498,367	14,933,318	15,381,318	15,842,757	16,318,040	16,807,581	17,311,808	17,831,163	18,366,098
Total Debt	20,634,570	20,563,664	20,449,372	20,287,926	20,075,296	19,807,175	19,478,962	19,085,741	18,622,264	18,082,927
Surplus (Deficiency)	(6,558,485)	(6,065,297)	(5,516,054)	(4,906,609)	(4,232,539)	(3,489,135)	(2,671,381)	(1,773,933)	(791,101)	283,171

5.00%	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Operating Reserve	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Beginning Balance	0	0	0	0	0	0	0	0	0	0
Withdrawals										
Deposits	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0	0	0	0	0

Groveton Village Housing Partnership, L.P
Projected Operations

	3.00%	Year 41 2041
Revenue - 40% Units		424,717
Revenue - 50% Sec 1 Units		562,035
Revenue - 50% Sec 2 Units		1,079,682
Revenue - 60% Units		93,203
Rental Subsidy		713,055
Gross Potential Income		2,872,694
Vacancy Allowance - 3%		(86,181)
Net Effective Income		2,786,513

Operating Expenses	3.00%	Year 41 2041
Marketing Expenses		0
Management Fee - 6%*		0
Administrative		0
Maintenance		0
Utilities		0
Security		0
Real EstateTaxes		0
Insurance		0
Payroll		0
Resident Services/Recreation		0
Other Operating Expense		1,105,368
Total Expenses		1,105,368
Net Operating Income		1,681,146
Less Replacement Reserves		0
Less Operating Reserves		0
		0
Less First Mortgage Payment		0
Cash Flow		1,681,146
Capitalization Rate		9.00%
Supportable Debt		18,679,395
Total Debt		17,483,140
Surplus (Deficiency)		1,196,255

Groveton Housing Partnership, L.P.
Projected Initial Rents

Year 1 (2001)

	40%			50% - Sec1			50% - Sec2			80%	
	Number	Rents	Subtotal	Number	Rents	Subtota	Number	Rents	Subtotal	Number	Rents	Subtotal
1 bdr	0	0.00	0	6	154.00	11,088	0	0.00	0	0		0
2 bdr	7	137.00	11,508	2	237.00	5,688	6	237.00	17,064	1	300.00	3,600
3 bdr	7	237.00	19,908	8	316.00	30,336	28	316.00	106,176	2	325.00	7,800
4 bdr	0	0.00	0	2	382.00	9,168	0	0.00	0	0		0
5 bdr						0			0			0
	14		31,416	18		56,280	34		123,240	3		11,400

Year 16 (2016)

	40%			50% - Sec1			50% - Sec2			80%	
	Number	Net Rents	Subtotal	Number	Net Rents	Subtota	Number	Rents	Subtota	Number	Net Rents	Subtotal
1 bdr	0	537.50	0	6	539.45	38,640	0	539.45	0	0	1,075.00	0
2 bdr	7	476.74	40,046	2	637.60	15,302	6	637.60	45,907	1	1,120.18	13,442
3 bdr	7	522.70	43,907	8	736.72	70,725	28	736.72	247,539	2	1,294.67	31,072
4 bdr	0	830.40	0	2	813.65	19,528	0	813.65	0	0	1,660.79	0
5 bdr	0	830.40	0	0	1,038.00	0	0	1,038.00	0	0	1,660.79	0
	14		83,953	18		144,396	34		293,446	3		44,514

Year 31 (2031)

	40%			50% - Sec1			50% - Sec2			80%	
	Number	Net Rents	Subtotal	Number	Net Rents	Subtotal	Number	Rents	Subtotal	Number	Net Rents	Subtotal
1 bdr	0	1,674.81	0	6	1,674.81	120,586	0	1,674.81	0	0	1,674.81	0
2 bdr	7	1,745.20	146,597	2	1,745.20	41,885	6	1,745.20	125,655	1	1,745.20	20,942
3 bdr	7	2,017.06	169,433	8	2,017.06	193,637	28	2,017.06	677,731	2	2,017.06	48,409
4 bdr	0	2,587.46	0	2	2,587.46	62,099	0	2,587.46	0	0	2,587.46	0
5 bdr	0	2,587.46	0	0	2,587.46	0	0	2,587.46	0	0	2,587.46	0
	14		316,030	18		418,208	34		803,385	3		69,352

Year 41 (2041)

	40%			50% - Sec1			50% - Sec2			80%	
	Number	Net Rents	Subtotal	Number	Net Rents	Subtota	Number	Rents	Subtotal	Number	Net Rents	Subtotal
1 bdr	0	2,250.81	0	6	2,250.81	162,058	0	2,250.81	0	0	2,250.81	0
2 bdr	7	2,345.41	197,014	2	2,345.41	56,290	6	2,345.41	168,869	1	2,345.41	28,145
3 bdr	7	2,710.75	227,703	8	2,710.75	260,232	28	2,710.75	910,813	2	2,710.75	65,058
4 bdr	0	3,477.33	0	2	3,477.33	83,456	0	3,477.33	0	0	3,477.33	0
5 bdr	0	3,477.33	0	0	3,477.33	0	0	3,477.33	0	0	3,477.33	0
	14		424,717	18		562,036	34		1,079,682	3		93,203

Groveton Housing Partnership, L.P.

Year 1 Maximum rents

HUD 4-person Very Low Income Limit $22,969 *inflated at 3% per year from 2000 figure of $22,300*

Household Size	1	2	3	4	5	6
VLI Limit	16,100	18,400	20,650	22,950	24,800	26,650

	Family Size	40% Limit	50% Limit	60% Limit	40% Rents Max_Gross	40% Rents Less UA	40% Rents Max_Net	50% Rents Max_Gross	50% Rents Less UA	50% Rents Max_Net	60% Rents Max_Gross	60% Rents Less LA	60% Rents Max_Net
1 bdr	1.5	13,800	17,250	27,600	$345.00	0.00	$345.00	$431.25	85.00	$345.25	$690.00	0.00	$690.00
2 bdr	3	16,520	20,650	33,040	$413.00	107.00	$306.00	$516.25	107.00	$409.25	$825.00	107.00	$718.00
3 bdr	4.5	19,100	23,875	38,200	$477.50	142.00	$335.50	$596.88	124.00	$472.88	$955.00	124.00	$831.00
4 bdr	6	21,320	26,650	42,640	$533.00	0.00	$533.00	$666.25	144.00	$522.25	$1,066.00	0.00	$1,066.00
5 bdr	7.5	21,320	26,650	42,640	$533.00	0.00	$533.00	$666.25	0.00	$666.25	$1,066.00	0.00	$1,066.00

Year 15 Maximum Rents

	40% Rents Year 1	40% Rents Multiplier	40% Rents Year_15	50% Net Rents Year_1	50% Net Rents Multiplier	50% Net Rents Year_15	60% Net Rents Year_1	60% Net Rents Multiplier	60% Net Rents Year_15
1 bdr	$345.00	1.5579674	$537.60	$346.25	1.5579674	$539.45	$690.00	1.5579674	$1,075.00
2 bdr	$306.00	1.5579674	$476.74	$409.25	1.5579674	$637.60	$719.00	1.5579674	$1,120.18
3 bdr	$335.50	1.5579674	$522.70	$472.88	1.5579674	$736.72	$831.00	1.5579674	$1,294.67
4 bdr	$533.00	1.5579674	$830.40	$522.25	1.5579674	$813.65	$1,066.00	1.5579674	$1,660.79
5 bdr	$533.00	1.5579674	$830.40	$666.25	1.5579674	$1,038.00	$1,066.00	1.5579674	$1,660.79

Numbers

40%	Sec1 50%	Sec2 50%	60%
0	6	0	0
7	2	6	1
7	8	28	2
0	2	0	0
0	0	0	0
14	18	34	3

Year 30 Maximum Rents

	40% Rents Year 15	40% Rents Multiplier	40% Rents Year_31	50% Net Rents Year_15	50% Net Rents Multiplier	50% Net Rents Year_31	60% Net Rents Year_1	60% Net Rents Multiplier	60% Net Rents Year_31
1 bdr	$537.60	1.5579674	$837.41	$539.45	1.5579674	$840.44	$1,075.00	1.5579674	$1,674.81
2 bdr	$476.74	1.5579674	$742.74	$637.60	1.5579674	$993.36	$1,120.18	1.5579674	$1,745.20
3 bdr	$522.70	1.5579674	$814.35	$736.72	1.5579674	$1,147.79	$1,294.67	1.5579674	$2,017.06
4 bdr	$830.40	1.5579674	$1,293.73	$813.65	1.5579674	$1,267.64	$1,660.79	1.5579674	$2,587.46
5 bdr	$830.40	1.5579674	$1,293.73	$1,038.00	1.5579674	$1,617.16	$1,660.79	1.5579674	$2,587.46

Numbers

40%	Sec1 50%	Sec2 50%	60%
0	6	0	0
7	2	6	1
7	8	28	2
0	2	0	0
0	0	0	0
14	18	34	3

Year 41 Maximum Rents

	40% Rents Year_31	40% Rents Multiplier	40% Rents Year_41	50% Net Rents Year_31	50% Net Rents Multiplier	50% Net Rents Year_41	60% Net Rents Year_1	60% Net Rents Multiplier	60% Net Rents Year_31
1 bdr	$837.41	1.3439164	$1,125.40	$840.44	1.3439164	$1,129.48	$1,674.81	1.5579674	$2,609.30
2 bdr	$742.74	1.3439164	$998.16	$993.36	1.3439164	$1,334.99	$1,745.20	1.5579674	$2,718.97
3 bdr	$814.35	1.3439164	$1,094.41	$1,147.79	1.3439164	$1,542.54	$2,017.06	1.5579674	$3,142.51
4 bdr	$1,293.73	1.3439164	$1,738.67	$1,267.64	1.3439164	$1,703.60	$2,587.46	1.5579674	$4,031.18
5 bdr	$1,293.73	1.3439164	$1,738.67	$1,617.16	1.3439164	$2,173.33	$2,587.46	1.5579674	$4,031.18

Numbers

40%	Sec1 50%	Sec2 50%	60%
0	6	0	0
7	2	6	1
7	8	28	2
0	2	0	0
0	0	0	0
14	18	34	3

Orientation Housing Partnership, L.P.
Projected Debt Build-up

			Year 1 2001	Year 2 2002	Year 3 2003	Year 4 2004	Year 5 2005	Year 6 2006	Year 7 2007	Year 8 2008	Year 9 2009	Year 10 2010	Year 11 2011	Year 12 2012	Year 13 2013	Year 14 2014	Year 15 2015	Year 16 2016	Year 17 2017	Year 18 2018	Year 19 2019	Year 20 2020
First Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ACHA		6,691,200	7,158,073	7,062,823	7,386,706	7,727,221	8,083,082	8,461,178	8,856,560	9,272,268	9,709,421	10,169,195	10,652,838	11,161,668	11,697,060	12,260,547	12,853,830	13,477,876	13,922,010	14,381,739	14,857,770	15,350,758
	Interest	5.95%	0	422,343	441,725	462,089	483,487	505,978	529,622	554,482	580,623	608,116	637,040	667,468	699,485	733,181	768,647	805,983	832,536	860,076	888,495	917,875
	Payments		(35,400)	(98,292)	(101,210)	(104,248)	(107,373)	(110,595)	(113,913)	(117,330)	(120,850)	(126,473)	(131,210)	(132,656)	(138,017)	(140,098)	(144,303)	(361,849)	(372,807)	(383,997)	(395,511)	(407,377)
Balance Due			7,062,623	7,386,706	7,727,221	8,083,063	8,461,178	8,856,560	9,272,268	9,709,421	10,169,195	10,652,838	11,161,668	11,697,060	12,260,547	12,853,830	13,477,876	13,922,010	14,381,739	14,857,770	15,350,758	15,861,356
FHA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RAD & DCED SOCDC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt			7,062,623	7,386,706	7,727,221	8,083,063	8,461,178	8,856,560	9,272,268	9,709,421	10,169,195	10,652,838	11,161,668	11,697,060	12,260,547	12,853,830	13,477,876	13,922,010	14,381,739	14,857,770	15,350,758	15,861,356

See summary of significant assumptions and accounting policies and accountants' report

Orchard Housing Partnership, L.P.
Projected Debt Buildup

		Year 21 2021	Year 22 2022	Year 23 2023	Year 24 2024	Year 25 2025	Year 26 2026	Year 27 2027	Year 28 2028	Year 29 2029	Year 30 2030	Year 31 2031	Year 32 2032	Year 33 2033	Year 34 2034	Year 35 2035	Year 36 2036	Year 37 2037	Year 38 2038	Year 39 2039	Year 40 2040
First Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Balance Due		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ACHA	0	13,841,358	18,390,268	18,838,221	17,905,876	18,094,327	16,704,108	18,338,583	19,891,485	20,670,901	21,375,437	20,865,814	20,834,578	20,563,864	20,449,372	20,287,826	20,075,296	19,837,175	19,478,962	19,083,741	18,822,294
Interest	5.88%	848,309	892,138	1,012,906	1,048,857	1,082,041	1,118,506	1,156,304	1,195,490	1,236,120	1,278,254	1,225,854	1,233,947	1,229,707	1,222,172	1,213,218	1,200,563	1,186,467	1,164,842	1,141,327	1,113,633
Payments		(419,199)	(332,186)	(445,157)	(458,606)	(472,261)	(486,429)	(503,022)	(516,053)	(531,834)	(1,948,128)	(1,296,845)	(1,304,653)	(1,343,999)	(1,384,319)	(1,425,648)	(1,438,824)	(1,537,682)	(1,559,063)	(1,401,005)	(1,452,948)
Balance Due		18,390,268	18,838,221	17,905,876	18,094,327	16,704,108	9,530,183	19,891,485	20,670,901	21,375,487	20,865,814	20,834,578	20,563,864	20,449,372	20,287,826	20,075,296	19,837,175	19,478,962	19,083,741	18,822,294	18,082,727
PHA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions																					
Payments																					
Balance Due		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Equity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions															0	0	0	0	0	0	0
Payments																					
Balance Due		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RAD & DCED BOCDC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions																					
Payments																					
Balance Due		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comp. Grant Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions																					
Payments																					
Balance Due		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt		18,390,268	18,838,221	17,905,876	18,094,327	16,704,108	9,530,183	19,891,485	20,670,901	21,375,487	20,865,814	20,834,578	20,563,864	20,449,372	20,287,826	20,075,296	19,837,175	19,478,962	19,083,741	18,822,294	18,082,727

See summary of significant assumptions and accounting policies and accountants' report.

Groveton Housing Partnership, L.P.
Projected Debt Buildup

			Year 41 2041	Year 42 2042	Year 43 2043	Year 44 2044	Year 45 2045	Year 46 2046	Year 47 2047	Year 48 2048	Year 49 2049	Year 50 2050	Year 51 2051
First Mortgage		0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%											
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
ACHA		0	18,082,927	17,483,140	18,528,632	19,636,644	20,810,915	22,055,408	23,374,321	24,772,106	26,253,478	27,823,436	29,487,277
	Interest	5.98%	1,081,359	1,045,492	1,108,012	1,174,271	1,244,493	1,318,913	1,397,784	1,481,372	1,569,958	1,663,841	1,763,339
	Payments		(1,681,146)	0	0	0	0	0	0	0	0	0	0
Balance Due			17,483,140	18,528,632	19,636,644	20,810,915	22,055,408	23,374,321	24,772,106	26,253,478	27,823,436	29,487,277	31,250,616
PHA		0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
LP Equity		0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
RAD & DCED SGCDC		0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
Comp Grant Loan		0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
Total Debt			17,483,140	18,528,632	19,636,644	20,810,915	22,055,408	23,374,321	24,772,106	26,253,478	27,823,436	29,487,277	31,250,616

Groveton Housing Partnership, L.P
Projected Debt Buildup

			Year 41 2041	Year 42 2042	Year 43 2043	Year 44 2044	Year 45 2045	Year 46 2046	Year 47 2047	Year 48 2048	Year 49 2049	Year 50 2050	Year 51 2051
First Mortgage		0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%											
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
HOPE VI		0	0	0	0	0	0	0	0	0	0	0	0
	Interest	5.98%	0	0	0	0	0	0	0	0	0	0	0
	Payments		0	0	0	0	0	0	0	0	0	0	0
Balance Due			0	0	0	0	0	0	0	0	0	0	0
PHA		0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
LP Equity		0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
Comp Grant		0	5,627,238	4,614,211	4,890,141	5,182,571	5,492,489	5,820,940	6,169,032	6,537,940	6,928,909	7,343,258	7,782,384
	Interest	5.98%	330,529	275,930	292,430	309,918	328,451	348,092	368,908	390,969	414,349	439,127	465,387
	Additions												
	Payments		(1,243,556)										
Balance Due			4,614,211	4,890,141	5,182,571	5,492,489	5,820,940	6,169,032	6,537,940	6,928,909	7,343,258	7,782,384	8,247,771
Comp. Grant Loan		0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0
	Additions												
	Payments												
Balance Due			0	0	0	0	0	0	0	0	0	0	0
Total Debt			4,614,211	4,890,141	5,182,571	5,492,489	5,820,940	6,169,032	6,537,940	6,928,909	7,343,258	7,782,384	8,247,771

Greenlee Housing [illegible], L.P.
Proposed Debt Buildup

			Year 21 2021	Year 22 2022	Year 23 2023	Year 24 2024	Year 25 2025	Year 26 2026	Year 27 2027	Year 28 2028	Year 29 2029	Year 30 2030	Year 31 2031	Year 32 2032	Year 33 2033	Year 34 2034	Year 35 2035	Year 36 2036	Year 37 2037	Year 38 2038	Year 39 2039	Year 40 2040
First Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HOPE VI		0	4,925,178	4,829,028	4,824,387	4,810,488	4,886,508	4,851,565	4,804,717	4,744,958	4,671,214	4,582,335	3,139,350	2,388,534	1,566,753	865,799	0	0	0	0	0	0
	Interest	5.81%	294,525	294,756	294,478	293,847	272,233	299,324	287,322	283,763	279,328	274,024	187,733	142,884	83,693	38,815	0	0	0	0	0	0
	Payments		(290,674)	(299,395)	(308,377)	(317,828)	(327,187)	(326,973)	(347,081)	(357,493)	(368,218)	(1,317,008)	(937,543)	(965,678)	(784,646)	(705,613)	0	0	0	0	0	0
Balance Due			4,929,029	4,824,387	4,810,488	4,886,508	4,851,563	4,804,717	4,744,958	4,671,214	4,582,335	3,139,350	2,388,534	1,566,753	865,799	0	0	0	0	0	0	0
FHA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments															0	0	0	0	0	0	0
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comp Grant		0	4,341,271	4,600,679	4,678,011	5,167,897	5,476,819	5,804,121	6,151,207	6,519,050	6,908,889	7,322,040	7,758,893	8,223,840	8,715,732	9,238,833	9,470,430	8,961,541	8,431,781	7,879,498	7,130,854	6,365,624
	Interest	5.88%	259,508	275,133	291,565	309,022	327,502	347,086	367,842	389,839	413,152	437,816	464,042	491,792	521,201	552,368	566,332	537,095	504,218	467,427	426,425	380,903
	Additions																					
	Payments												0	0	0	(316,877)	(1,055,220)	(1,066,856)	(1,111,483)	(1,151,067)	(1,191,654)	(1,223,297)
Balance Due			4,600,679	4,678,011	5,167,897	5,476,819	5,804,121	6,151,207	6,519,050	6,908,889	7,322,040	7,758,893	8,223,840	8,715,732	9,238,833	9,470,430	8,961,541	8,431,781	7,879,498	7,130,854	6,365,624	5,527,256
Comp. Grant Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Simple Interest	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Additions																					
	Payments																					
Balance Due			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt			9,529,908	9,600,390	10,078,048	10,383,127	10,655,638	10,955,324	11,284,065	11,690,103	11,904,375	10,899,240	10,612,434	10,282,485	9,902,731	9,470,430	8,961,541	8,431,781	7,879,498	7,130,854	6,365,624	5,527,256

See summary of significant assumptions and accounting policies and accountants' report

Bridge Loan Financing

Not applicable.

Syndication Information

Related Capital Company
625 Madison Avenue
New York, New York 10022-1801
212-421-5333 Fax 212-751-3550
One of The Related Companies

December 13, 2000

Mr. Richard K. Barnhart
Pennrose Properties, Inc.
One Liberty Place
Suite 3810
Philadelphia, Pennsylvania 19103-7332

Re: Groveton Village – Allegheny County, Pennsylvania (the "Project")
Groveton Village Housing Partnership, L.P. – (the "Project Partnership")

Dear Richard:

Related Capital Company is pleased to extend the following offer to purchase a limited partnership interest in the Project Partnership. We are always seeking to acquire equity interests in quality tax credit projects and have funds immediately available to close. With over $3 billion of tax credit eligible properties purchased to date, we are a consistent long-term equity source with flexible, competitive transaction terms.

This letter will set forth the basic business terms to be included in a Contribution Agreement (the "Contribution Agreement") and Agreement of Limited Partnership (the "New Partnership Agreement") between Related Capital Company ("RCC") or its designee ("Investor"), the Project Partnership and Pennrose Equities, Ralph A. Falbo, Inc., Ohio Valley Housing-GP, Inc., and Halliday Properties, Inc. collectively the "General Partners". Pennrose Properties, Inc. ("PPI") (the "Guarantor") shall guarantee the obligations of the General Partner. PPI is required to maintain a net worth of at least $1 million throughout the life of the partnership. An entity affiliated with Investor will be admitted to the Project Partnership as a "Special Limited Partner" with certain limited supervisory rights.

Pursuant to the Contribution Agreement, Investor will make a capital contribution to the Project Partnership (the "Capital Contribution") in the amount of $4,927,608 as set forth in Paragraph 1 below and will acquire a 99.5% limited partnership interest (the "Limited Partnership Interest") in the Project Partnership. The amount of the Capital Contribution was determined based on the assumption that the Project will receive an allocation of Low-Income Housing Tax Credits ("Credits") from the Pennsylvania Housing Finance Agency in the amount of $615,182 for 2001. The Project will consist of

69 apartment units and 66 units or 95.6% of the units are expected to qualify for Credits under Section 42 of the Internal Revenue Code.

1. Capital Contribution. The Capital Contribution is based on a price of $0.801 per dollar of aggregate Credits available to the Partnership, and is payable as follows:

   (a) $ 4,188,469 (85%) upon admission of Investor to the Project Partnership (the "Closing"); and,

   (b) $ 739,141 (15%) upon completion of construction ("Completion").

   At Closing, Investor will advance installment (a) above and provide a promissory note (the "Capital Note") to evidence the balance of the Capital Contribution.

   Installment (b) above will be paid upon the later to occur of (i) completion of construction and receipt of a temporary or permanent certificate of occupancy, or equivalent evidence of local occupancy approval for all units, or (ii) final certification from the Project's accountants setting forth the Project's eligible basis and the amount of Credits to which the Project is entitled. In the event that Installment (b) is paid based on a temporary certificate of occupancy, Investor shall withhold from such payment an amount equal to 110% of any outstanding construction work, as estimated by Investor's engineering consultant (the "Construction Holdback"). The Construction Holdback will be released upon the later of (i) certification by Investor's engineering consultant that all work has been completed and (ii) receipt of a permanent certificate of occupancy. Installment (b) will be reduced or increased (subject to availability of funds) if the actual Credits, as certified by the Project Partnership's independent accountants, differ from the contracted amount

2. Partnership Allocations. Credits, profits and losses will be allocated 99.5% to Investor and .50% to the General Partner.

   (a) Cash flow after operating expenses, debt service and replacement reserves will be allocated as follows:

      First: to repay any Operating Loans made by the Guarantors,

      Second: to the payment of the Supervisory Management Fee (as described in Paragraph 3 below); and,

      Third. 50% to Investor and 50% to the General Partner.

   (b) Net proceeds of a sale or refinancing will be allocated as follows:

      First: to the Guarantors to repay any Operating Loans,

Second: to pay the General Partner a 25% disposition fee;

Third: to pay the General Partner a 64% supervisory fee;

Fourth: to the Guarantors, up to $248,400 to repay any amounts advanced to pay the Development Deficit Guarantee Amount (as hereinafter defined; and

Fifth: 90% to Investor and 10% to the General Partner.

3. Management Fees. The General Partner may designate one of its affiliates to be the Managing Agent for the Project, subject to commercially reasonable terms and conditions, for an annual fee not to exceed 10% of rental revenues. The term of any property management agreement may not exceed one year. The Guarantors will be entitled to a supervisory management fee (the "Supervisory Management Fee") equal to 80% of available cash flow, payable in accordance with Paragraph 2(a) above.

4. Obligations of the General Partner.

(a) Act as General Partner. The General Partner shall be responsible for the day-to-day management of the Project Partnership.

(b) Development Deficit Guarantee. The Guarantors will guarantee completion of the improvements in a good and workmanlike manner substantially in accordance with the plans and specifications approved by Investor ("Approved Improvements") on or before September 1, 2002 (the "Completion Date"). The general contractor will provide a 100% payment and performance bond. The guarantee will provide that the Guarantors will advance the amount (the "Development Deficit Guarantee Amount") by which the Cost of Development (as hereinafter defined) shall exceed the sum of (i) loan proceeds from any approved mortgage loan for the Project and (ii) the Capital Contribution. As used herein, the term "Cost of Development" shall mean all costs and expenses incurred in respect of the Project that are required to (i) complete the Approved Improvements and (ii) operate and maintain the Project until the Break-Even Date (as hereinafter defined).

As used herein, the term "Break-Even Date" shall mean the date immediately following the first three month period following Completion for which the rental income from the Project on a monthly cash basis is sufficient to pay, on an accrual basis, all operating expenses of the Project, including, without limitation, mandatory debt service (at the rate in effect following the permanent loan commencement, whether or not permanent mortgage

commencement shall have occurred); real estate taxes as reassessed; insurance premiums; management fees; and, replacement reserve deposits.

Any amounts advanced to pay the Development Deficit Guarantee Amount shall be repayable up to a maximum of $248,400 at sale or refinancing, pursuant to Paragraph 2(b) above. If (i) the Approved Improvements are not completed on or before the Completion Date (which date may be extended in the event of delays due to force majeure, but in no event longer than three months from the Completion Date); (ii) if prior to completing the Approved Improvements, there is an uncured default under, or termination of the construction loan, the permanent loan commitment, or other material documents; or, (iii) a foreclosure action is commenced against the Project, and not dismissed within 90 days, then either the General Partner will consent to the admission of the Special Limited Partner as the managing general partner of the Project Partnership or, at Investor's election, the Guarantors will repurchase the Limited Partnership Interest for an amount equal to the portion of Investor's Gross Equity theretofore paid to the Project Partnership and pay the actual expenses incurred by Investor in connection with acquiring the limited partnership interests in the Project Partnership.

(c) Operating Deficit Guarantee. The Guarantors will be obligated to loan to the Project Partnership all funds needed to cover operating deficits ("Operating Loans") during the three-year period commencing on the Break-Even Date (the "Guaranty Period") to a maximum amount of $276,000. Such advances shall constitute interest-free loans ("Operating Loans") repayable out of 50% of future cash flow or sale or refinancing proceeds as described in Paragraph 2 above.

(d) Rent-Up Guaranty. The Guarantors will guaranty the achievement of the following: (i) 95% occupancy of the Project; (ii) the attainment of (to be determined) in monthly gross collections from the Project (assuming a 5% vacancy rate), in each case for three consecutive months at rental rates which permit 100% of the set-aside apartment units to qualify for the Credits; and (iii) receipt of IRS Form 8609 ("Rental Achievement"), on or before September 1, 2003. If Rental Achievement has not occurred by such date, the Guarantors will pay Investor the amount of damages which Investor incurs as a result of Rental Achievement not having occurred by such date, including, but not limited to, damages due to the loss or delay in being able to claim Credits. The damages incurred by Investor due to a delay in being able to claim Credits shall be deemed to equal $0.705 for each dollar by which $153,796 exceeds the amount of Credits which Investor actually receives from the Project Partnership during 2003.

(e) Compliance Obligation. The amount of the Capital Contribution is based on the anticipated availability of an annual amount of Credits equal to 100% of

the Project Partnership's Credit allocation. The General Partner shall take any and all actions required to insure that the Project will continue to qualify for Credits.

(f) Transformation Reserve. A transformation reserve in an amount (to be determined) shall be deposited into an escrow account to fund deficits of the project should the property adopt a transformation plan. This amount shall be used solely to transform the property from a public housing development to a tax credit development and should cover any operating deficits and lease-up costs during the transition. We will give the partnership credit for any reserves being held for the same purpose and such amount will be deducted from the funds that are required under this reserve. This reserve shall be funded upon completion and shall remain until the end of the compliance period.

4. Construction Documents. The General Partner will provide to Investor a copy of (a) a fixed-price construction contract, reasonably acceptable to Investor, which provides for construction of the improvements constituting the Project and (b) commitments for non-recourse permanent loan(s) reasonably acceptable to Investor. Any material modification of the construction contract, or a change in the designation of the contractor or lender for the Project will require the reasonable approval of Investor.

6 Construction Lender Estoppel. If the construction loan has closed prior to Closing, the General Partner will provide an estoppel letter from the construction lender setting forth the status of the construction loan, including, without limitation, the amount advanced to date; the amount of deficiencies or cost overruns identified to date; the amount of any construction hold-backs; whether there are any defaults under the construction loan for which a notice has been given to the borrower; and, the consent of the lender to the acquisition of the Limited Partnership Interest by Investor, if such consent is required.

7. Reporting. The Project Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Project Partnership, not later than November 1 of the preceding year; and, (d) the Project Partnership's tax returns and K-1 forms within 45 days after the end of each fiscal year. The independent accountants for the Project Partnership may be chosen by the General Partner, subject to Investor's reasonable approval.

8 Insurance. The Project Partnership will be required to maintain fire and other casualty insurance in an amount equal to the full replacement cost of the Project (excluding land) at all times. Investor and the Special Limited Partner must be

named as additional insured on a general liability policy having a general aggregate of not less than $2 million and umbrella liability coverage of not less than $5 million.

9. Tax Elections. The General Partner will agree to cause the Project Partnership to make all elections with respect to the Credits and all other tax elections as directed by Investor.

10. Transaction Expenses. In the event the transaction closes as contemplated, the General Partner will be responsible for the expenses set forth in Paragraph 14 below. In the event the transaction does not close due to actions of the General Partner, or the inability of the General Partner to satisfy closing conditions, the General Partner additionally will be responsible for legal costs incurred by Investor, up to a maximum of $25,000.

11. Representations, Warranties and Professional Certifications. The Contribution Agreement and other documents shall contain, among other items, customary representations and warranties of the General Partner with respect to the status of the Project Partnership and its rights and authority to enter into the subject transactions, and representations and warranties of the General Partner with respect to the status of the construction of the improvements. The General Partner also will provide, at the General Partner's expense: (a) current financial statements for the General Partner and the Guarantors prepared in accordance with A.I.C.P.A. standards; (b) customary opinions of counsel and opinions or certificates of other related professionals with respect to the Project, the Project Partnership and the construction of the Approved Improvements; and, (c) an ALTA Owner's Title Insurance Policy which shall insure the Project Partnership's title as owner of the Project, in an amount equal to the sum of the Capital Contribution plus the Project's permanent mortgage loan(s). Investor shall contribute (to be determined) toward the cost of the title insurance policy.

12. Additional Information. Upon the request of Investor, the General Partner will provide such information concerning the General Partner, the Project, or the Project Partnership and related financial information as prepared by the Project Partnership's independent accountants as Investor may reasonably require, for inclusion in a registration statement, supplement, other offering materials prepared for Investor, or any report required to be filed with any securities agency, and all such information so provided shall be true, correct and complete in all material respects.

13. Special Limited Partner Rights. Special Limited Partner consent will be required (a) to sell or refinance the Project, (b) to withdraw, admit or substitute general partners, or (c) to sell, assign, encumber or pledge the general partnership interests. In addition, (a) if the General Partner materially violates its fiduciary responsibility, (b) if the General Partner or Project Partnership materially breach

their respective obligations and commitments, (c) the General Partner becomes bankrupt, or (d) in certain other limited circumstances, the Special Limited Partner will have the right to remove the General Partner and eliminate the General Partner's interest in the Project Partnership.

14. Conditions to Closing. Investor's obligation to execute the Contribution Agreement and consummate the transaction contemplated hereunder shall be contingent upon the following:

(a) Investor's receipt and approval of the following items, which shall be furnished at the General Partner's expense:

(i) (intentionally omitted)

(ii) (intentionally omitted)

(iii) (intentionally omitted)

(iv) a Phase One environmental study of the Project site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion;

(v) evidence of the required approval of the transaction by any governmental entity;

(vi) evidence of the Credit reservation;

(vii) evidence of payment by the General Partner of any taxes imposed on the transfer of the Limited Partnership Interest; and,

(viii) such other materials as reasonably required by Investor as part of its customary financial and legal due diligence review.

(b) Approval of Investor's Investment Committee

Any change to the information provided to us, or any change to our assumptions after such due diligence review, could affect our financial projections and thus the amount and terms of the Capital Contribution.

Investor has predicated this proposal on the financial projections it has prepared which are based upon the financial and other information furnished by the General Partner or its agents, as well as certain assumptions of the federal income tax consequences of this transaction. Many regulations remain to be issued under various Tax Acts and many tax provisions contain ambiguities. The issuance of regulations or other resolution of

such ambiguities, or any other changes in these tax assumptions, could affect the financial projections and thus, the amount and terms of the Capital Contribution.

Please indicate your agreement and acceptance of the foregoing by signing the enclosed copy of this letter and returning it to the undersigned by December 30, 2000. We look forward to working with you on this transaction.

Very truly yours,

RELATED CAPITAL COMPANY

By: _____
Leonora Fernando
Vice President

AGREED AND ACCEPTED:

By: _____

Title: _____

Date: _____, 2000

Qualified Census Tract/Difficult Development Area

Not applicable

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Utility Allowance

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Allegheny County, Pennsylvania | Unit Type: Apartments [High and Low] | Date: October 1, 2000

Utility or Service		Monthly Dollar Allowance						
		EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating:	a. Natural Gas	29	(36)	(45)	(52)	(61)	69	72
	b. Bottle Gas	30	40	55	68	83	96	101
	c. Oil/Electric	24/28	32/34	44/46	54/56	66/68	77/80	81/84
	d. Coal/Other							
Cooking:	a. Natural Gas	4	4	5	6	8	9	10
	b. Bottle Gas	7	10	13	15	20	22	25
	c. Electric	4	(5)	(7)	(8)	(9)	10	11
	d. Coal/Other							
Other Electric		27	(33)	(42)	(49)	(57)	65	69
Air Conditioning								
Water Heat:	a. Natural Gas	8	(11)	(13)	(15)	(17)	20	22
	b. Bottle Gas	16	22	28	34	44	50	56
	c. Oil/Electric	9/21	13/27	17/32	20/35	26/40	30/47	34/52
	d. ~~Coal/Other~~	TOTALS	85.00	107.00	124.00	144.00		
Water		8	11	19	27	36	44	52
Sewer		9	12	19	26	34	41	48
Trash Collection		9	9	9	9	9	9	9
Range / Microwave		2	2	2	3	3	3	3
Refrigerator		3	3	3	4	5	5	5
Natural Gas Customer Charge		11	11	11	11	11	11	11

ACTUAL FAMILY ALLOWANCE be used by family to compute allowances. Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	Per Month Cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Allegheny County, Pennsylvania	Unit Type: Townhouse, Row	Date: October 1, 2000

Utility or Service		Monthly Dollar Allowance						
		EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating:	a. Natural Gas	37	46	59	70	82	94	102
	b. Bottle Gas	43	58	79	98	119	139	146
	c. Oil/Electric	34/39	46/48	63/66	78/81	95/99	111/115	117/121
	d. Coal/Other							
Cooking:	a. Natural Gas	4	4	5	6	8	9	10
	b. Bottle Gas	7	10	13	15	20	22	25
	c. Electric	4	5	7	8	9	10	11
	d. Coal/Other							
Other Electric		27	33	42	49	57	65	69
Air Conditioning								
Water Heat:	a. Natural Gas	8	11	13	15	17	20	22
	b. Bottle Gas	16	22	28	34	44	50	56
	c. Oil/Electric	9/21	13/27	17/32	20/35	26/40	30/47	34/52
	d. Coal/Other				TOTAL 142.00			
Water		8	11	19	27	36	44	52
Sewer		9	12	19	26	34	41	48
Trash Collection		9	9	9	9	9	9	9
Range / Microwave		2	2	2	3	3	3	3
Refrigerator		3	3	3	4	5	5	5
Natural Gas Customer Charge		11	11	11	11	11	11	11

ACTUAL FAMILY ALLOWANCE to be used by family to compute allowances. Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	Per Month Cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	

Rent Roll

Attached is a rent roll for Groveton Village. The property is a public housing community owned and managed by the Allegheny County Housing Authority. All utilities are paid for by the Allegheny County Housing Authority.

All leases are annual and are renewed upon the tenant's income re-certification. Income re-certifications, and therefore leases, are renewed for all tenants in August of each year.

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
EVELYN BENZO
THOMAS S. NETZER
MIKA DUNCAN
MICHELLE PAGANO

EXECUTIVE DIRECTOR
FRANK AGGAZIO

November 30, 2000

Jessica Ghazal
Ralph Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

RE: Groveton Village PA-6-18

Dear Ms Ghazal:

This letter is to confirm that the Allegheny County Housing Authority will permit all tenants, in good standing, will be allowed to return to the Groveton Village site once the construction has been completed.

Should you have any questions or concerns, feel free to contact me.

Sincerely,

Walter D. MacFann
Director of Real Estate Investments

WDM/jdc

cc: Frank Aggazio
Martin Andrews
John Joyce
Marion Matta
Philip Manion
Patrick Cassidy

Groveton Information - Prepared by MIS Department - November 22, 2000

Unit Number	Last Name	First Name	Sex	Age	Bedroom	Total Income	Monthly Rent	Relationship
180001	REDDIX	TRACY	F	24	3	$8,040.00	$141.00	HEAD
	LOWE	TYRA	F	0	3	$0.00		DAUGHTER
	REDDIX	TAJEE	F	4	3	$0.00		DAUGHTER
	REDDIX LOWE	TRECNIA	F	2	3	$0.00		DAUGHTER
	LOWE	TEARLE	M		3	$0.00		SON
	LOWE	TAHJ	M	0	3	$0.00		SON
80004	KEALLY	JULIE	F	12	3	$0.00	$117.00	DAUGHTER
	KEALLY	BRIAN	M	15	3	$0.00		SON
	KEALLY	PATRICIA	F	16	3	$0.00		DAUGHTER
	KEALLY	JUDITH	F	50	3	$6,600.00		HEAD
	KEALLY	BRAD	M	10	3	$0.00		SON
180005	GIBBONS	JORDAN	M	18	3	$0.00	$298.00	FULL-TIME STUDENT
	GIBBONS	JOANNE	F	41	3	$12,870.00		HEAD
	GIBBONS	JOSEPH	M	14	3	$0.00		SON
180006	MCCLELLAN	MADELYN	F	49	2	$20,540.00	$502.00	HEAD
	MCCLELLAN	MATTHEW	M	19	2	$0.00		FULL-TIME STUDENT
180007	HANS-MARTIN	WANDEL	M	21	2	$0.00	$25.00	OTHER ADULT
	WANDEL	INGRID	F	55	2	$0.00		HEAD
180008	DORSEK	AUTUMN	F	1	3	$0.00	$112.00	DAUGHTER
	DORSEK	SHAWN	M	7	3	$0.00		SON
	DORSEK	SANDRA	F	26	3	$5,436.00		HEAD
180009	PHILLIPS	CHELSEY	F	12	3	$0.00	$116.00	DAUGHTER
	PHILLIPS	MELANIE	F	14	3	$0.00		DAUGHTER
	PHILLIPS	JENNIFER	F	17	3	$0.00		DAUGHTER
	PHILLIPS	TERESA	F	43	3	$6,473.00		HEAD
180010	DUFF JR	RICHARD	M	11	2	$0.00	$558.00	SON
	DUFF	MATTHEW	M	13	2	$0.00		SON

	DUFF	MARCIA-ANN	F	33	2	$ 7,160.00		SPOUSE
	DUFF	RICHARD	M	33	2	$31,720.00		HEAD
180011	BURTON	ELAINE	F	71	2	$8,905.00	$204.00	HEAD
180012	DOMEK	DENISE	F	30	3	$7,754.00	$158.00	HEAD
	WEBB	PORSHA	F	9	3	$0.00		DAUGHTER
	WEBB	KENDRA	F	6	3	$0.00		DAUGHTER
	COMBS	CAYLA	F	4	3	$0.00		DAUGHTER
180013	BUCK	JODEAN	F	47	1	$5,046.00	$291.00	SPOUSE
	BUCK	FRANCIS	M	64	1	$7,686.00		HEAD
180014	WALTON	IAN	M	6	2	$0.00	$89.00	SON
	WALTON	KIMBERLY	F	40	2	$4,416.00		HEAD
180015	CLEMMONS	KEINEN	M	8	2	$0.00	$192.00	SON
	CLEMMONS	RALPH	M	49	2	$11,052.00		HEAD
180016	RODGERS	TARRIAN	M	8	2	$0.00	$217.00	SON
	RODGERS	BOYD	M	41	2	$9,546.00		HEAD
180017	PHILLIPS	DAVID	M	42	2	$7,854.00	$179.00	HEAD
180018	WATSON	KENNETH	M	76	1	$6,708.00	$158.00	HEAD
180019	MCCORMICK	WILLIAM	M	69	1	$6,372.00	$149.00	HEAD
180020	BROOKS	TA'ECE	F	6	2	$0.00	$25.00	DAUGHTER
	BROOKS	LONDON	F	0	2	$0.00		DAUGHTER
	JONES	TAMME	F	26	2	$0.00		HEAD
180021	WALLER	ADRIENE	F	42	2	$0.00	$25.00	HEAD
	PAWLISH	BLAKE	M	15	2	$0.00		SON
180023	THOMAS	MARQUITA	F	14	2	$0.00	$117.00	DAUGHTER

	THOMAS	IVY	F	44	2	$5,146.00		HEAD
180024	HESS	MICHELE	F	30	1	$8,790.00	$203.00	HEAD
180025	KEALLY	LAUREN	F		2	$0.00	$66.00	DAUGHTER
	KEALLY	MICHELLE	F	26	2	$3,600.00		HEAD
	KEALLY	ALLISON	F	5	2	$0.00		DAUGHTER
180027	ROBINSON	LORNA	F	34	2	$852.00	$25.00	HEAD
	ROBINSON	DONALD	M	8	2	$0.00		SON
180028	RAK	MARGARET	F	75	2	$8,652.00	$206.00	HEAD
180032	BRONAUGH	ELIJAH	M	1	3	$0.00	$223.00	SON
	BURTON	SHAI	M	15	3	$0.00		SON
	BURTON	ANTONIO	M	14	3	$0.00		SON
	BRONAUGH	TINA	F	37	3	$10,344.00		HEAD
	TURNER	ANDRE'L	M	18	3	$0.00		SON
180034	JAMISON	MATTHEW	M	6	2	$0.00	$133.00	SON
	WILLIAMS	TIFFANY	F	27	2	$9,984.00		HEAD
180035	HERD	ROBERT	M	51	2	$7,500.00	$188.00	HEAD
180036	GREEN	DOCQWAHNA	F	0	3	$0.00	$114.00	DAUGHTER
	LANCASTER	TAMEKIA	F	22	3	$0.00		HEAD
	LANCASTER	ANTONIO	M	3	3	$6,473.00		SON
	LANCASTER	DA'WAYA	M	5	3	$0.00		DAUGHTER
	LANCASTER	RAHEEM	M	4	3	$0.00		SON
180037	LAMOND	ERICA	F	9	3	$0.00	$86.00	DAUGHTER
	LAMOND	MICHELLE	F	11	3	$0.00		DAUGHTER
	KLOBUCHIR	JENNIFER	F	15	3	$0.00		DAUGHTER
	KLOBUCHIR	PATRICIA	F	36	3	$5,356.00		HEAD
	LAMOND	JOSHUA	M	6	3	$0.00		SON

180038	FASHIAN	MICHAEL	M	34	2	$31,678.00	$558.00	HEAD
	FASHIAN	BETTY	F	34	2	$11,700.00		SPOUSE
	MICHAEL	FASHIAN JR	M	14	2	$0.00		SON
	FASHIAN	JUSTIN	M	12	2	$0.00		SON
180039	GRIFFITH	RUTH	F	55	2	$7,394.00	$185.00	HEAD
180040	BARON	DERRICK	M	20	3	$0.00	$25.00	OTHER ADULT
	BARON	MARYJO	F	45	3	$0.00		HEAD
180041	FISHER	DAVID	M	44	3	$21,788.00	$533.00	HEAD
	FISHER	JENNIFER	F	21	3	$0.00		DAUGHTER
	FISHER JR	DAVID	M	16	3	$0.00		SON
180042	LEE	KEITH	M	46	2	$6,473.00	$140.00	HEAD
	LEE	GRACESON	M	8	2	$0.00		SON
180044	ULIZZI	SCOTTY	M	10	3	$0.00	$96.00	SON
	ULIZZI	JUSTIN	M	12	3	$0.00		SON
	ULIZZI	BRANDY	F	14	3	$0.00		DAUGHTER
	ULIZZI	ANNE	F	32	3	$5,283.00		HEAD
180045	FISHER	GARY	M	47	3	$4,332.00	$132.00	SPOUSE
	FISHER	DEBORA	F	43	3	$2,250.00		HEAD
180047	HENDERSON	MARGARET	F	80	2	$7,650.00	$104.00	HEAD
180048	PAPA	JANET	F	52	3	$5,980.00	$149.00	HEAD
180049	DEWITT	BEULAH	F	60	2	$6,473.00	$152.00	HEAD
180051	REDDIX	TANYA	F	22	2	$17,680.00	$298.00	HEAD
	REDDIX	TIONNA	F	0	2	$0.00		DAUGHTER

	DEAN	CHRISTOPHER	M	4	2	$0.00		SON
180052	SMOLA	DIANA	F	48	2	$6,688.00	$155.00	HEAD
	GRAY	JUSTIN	M	17	2	$0.00		SON
180053	STEVENS	CHERYL	F	43	3	$0.00	$25.00	HEAD
	BROWN	NICOLE	F	18	3	$0.00		DAUGHTER
	LAVRICH	HENRY	M	15	3	$0.00		SON
180054	GIBB	LOUISE	F	84	2	$6,713.00	$158.00	HEAD
180056	SALLADE	SHAWN	M	6	3	$0.00	$202.00	SON
	SALLADE	CHERYL	F	3	3	$0.00		DAUGHTER
	PARGEON	TINA	F	28	3	$9,048.00		HEAD
	SALLADE	ROBERT	M	30	3	$0.00		OTHER ADULT
180057	HENDERSON	SHIRLEY	F	60	2	$6,473.00	$152.00	HEAD
180058	SIMS	MAGDOLLYN	F	18	2	$2,148.00	$558.00	FULL-TIME STUDENT
	BONNER	ROBERT	M	56	2	$24,272.00		HEAD
	BONNER	LYNN	F	44	2	$2,148.00		SPOUSE
	BONNER	CAROL	F	15	2	$2,148.00		DAUGHTER
180059	KARKALLA	SHIRLEY	F	52	2	$7,800.00	$195.00	HEAD
180060	WHITE	TAUNYA	F	38	2	$15,288.00	$359.00	HEAD
	KRATSAS	ERIC	M	13	2	$0.00		SON
	KRATSAS	DANIEL	M	11	2	$0.00		SON
180061	ROBINSON	LA'QUON	M	12	3	$0.00	$380.00	SON
	ROBINSON	EFENNI	F	3	3	$0.00		DAUGHTER
	ROBINSON	LISA	F	30	3	$16,614.00		HEAD
	SHORT	TAZAYA	F	1	3	$0.00		DAUGHTER
180062	ROPPA	FLOYD	M	79	2	$9,594.00	$216.00	HEAD

180064	GRACYK	ALIYAH	F	6	3	$0.00	$174.00	DAUGHTER
	GRACYK	EUGENE	M	7	3	$0.00		SON
	GRACYK	SHAWNA	F	8	3	$0.00		DAUGHTER
	GRACYK	ROXIE	F	10	3	$0.00		DAUGHTER
	GRACYK	MELODY	F	26	3	$8,866.00		HEAD
180069	WHITE	MICHELLE	F	32	3	$13,380.00	$299.00	HEAD
	WHITE	NICOLE	F	13	3	$0.00		DAUGHTER
	WHITE	RANDY	M	12	3	$0.00		SON
	DELUCA	JOSEPH	M	7	3	$0.00		SON
180074	MONTGOMERY	DONALD	M	45	3	$2,772.00	$111.00	HEAD
	LEOGUE	AMANDA	F	13	3	$1,032.00		DAUGHTER
	MONTGOMERY	KATHERINE	F	9	3	$1,032.00		DAUGHTER
	MONTGOMERY	MATTHEW	M	7	3	$1,032.00		SON
180080	SHAY JR	FRED	M	48	1	$6,473.00	$152.00	HEAD
180085	JOHNSON	WALTER	M	50	2	$8,988.00	$215.00	HEAD
180089	TYLER	SHANELL	F	0	2	$0.00	$255.00	DAUGHTER
	TYLER	SHAMIKA	F	23	2	$11,772.00		HEAD
	TYLER	SHAQUAN	M	4	2	$0.00		DAUGHTER
180096	SHEYKO	LIDIYA	F	63	2	$4,876.00	$222.00	SPOUSE
	SHEYKO	LEONTIY	M	64	2	$4,876.00		HEAD
	SHEYKO	RINA	F	20	2	$0.00		FULL-TIME STUDENT
						$552,979.00	$11,117.00	

Nonprofit Set-Aside

Not applicable.

Groveton Village
PHFA Application for Low Income Housing Tax Credits

30 Year Pro-Forma

Groveton Villac

POOR ORIGINAL

30 Year Operating Profor ended at 3% Annually

Years	Base Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Gross Rental Income	100,512	100,512	103,527	106,633	109,832	113,127	116,520	120,015	123,615	127,326	131,145	135,080	139,132	143,306	147,605	152,033	156,594
Vacancy Factor/Bad Debt	(5,026)	(5,026)	(5,176)	(5,332)	(5,492)	(5,656)	(5,826)	(6,001)	(6,181)	(6,366)	(6,557)	(6,754)	(6,957)	(7,165)	(7,380)	(7,602)	(7,830)
Net Rental Income	95,486	95,486	98,351	101,302	104,343	107,471	110,695	114,014	117,434	120,959	124,588	128,326	132,176	136,141	140,225	144,431	148,765
Laundry Income	2,542	2,542	2,618	2,697	2,778	2,861	2,947	3,035	3,126	3,220	3,317	3,416	3,519	3,624	3,733	3,845	3,960
Misc. Income - Lease-Up Reserve	220,809	220,809	227,433	234,256	241,284	248,522	255,978	263,657	271,567	279,714	288,105	296,748	305,651	314,820	324,265	333,993	344,013
Total Income	318,837	318,837	328,402	338,254	348,405	358,854	369,620	380,706	392,129	403,893	416,010	428,490	441,346	454,585	468,223	482,269	496,738
Marketing Income	2,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116
Office Space	1,500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016	2,076	2,139	2,203	2,269	2,337
Management Fee	18,925	18,925	19,493	20,078	20,680	21,300	21,939	22,598	23,276	23,974	24,693	25,434	26,197	26,983	27,792	28,626	29,485
Legal	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674
Audit	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790
Telephone	2,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116
Miscellaneous	1,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Other	2,500	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262	3,360	3,461	3,564	3,671	3,781	3,895
Total Administrative Expense	35,925	35,925	37,003	38,113	39,256	40,433	41,647	42,896	44,185	45,509	46,874	48,280	49,729	51,221	52,757	54,340	55,978
Fuel/Oil	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	12,000	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,151	18,696
Natural Gas	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790
Water	18,500	18,500	19,055	19,627	20,215	20,822	21,447	22,090	22,753	23,435	24,138	24,862	25,608	26,377	27,168	27,983	28,822
Sewer	22,800	22,800	23,484	24,189	24,914	25,662	26,431	27,224	28,041	28,882	29,749	30,641	31,561	32,507	33,483	34,487	35,522
Other	83,572	83,572	86,448	91,102	93,835	96,650	99,549	102,536	105,612	108,780	112,043	115,405	118,867	122,433	126,106	129,889	33,786
Total Utilities Expense	141,872	141,872	146,497	151,952	157,541	163,267	167,135	172,149	177,313	182,633	188,112	193,755	199,568	205,555	211,721	218,073	224,615
Janitor Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Extermination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rubbish Removal	7,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	9,407	9,691	9,981	10,280	10,588	10,906
Security Payroll/Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs Maintenance	13,000	13,000	13,390	13,792	14,205	14,631	15,071	15,523	15,988	16,468	16,962	17,471	5,995	18,535	19,091	19,664	20,254
Repairs Contract	9,000	9,000	9,270	9,548	9,835	10,130	10,433	10,746	1,069	11,401	11,743	12,095	2,456	12,832	13,217	13,613	14,022
Elevator Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Painting & Decorating	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Operating Exp	1,500	500	1,545	1,591	1,639	1,688	1,739	1,791	845	1,900	1,957	2,016	2,076	2,139	2,203	2,269	2,337
Other - PHFA Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expense	30,500	30,500	31,415	32,357	33,328	34,328	35,358	36,419	37,511	38,636	39,795	40,989	42,219	43,486	44,790	46,134	47,518
Office Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manager Salary	17,500	17,500	18,025	18,566	19,123	19,696	20,287	20,896	21,523	22,168	22,834	23,519	24,224	24,951	25,699	26,470	27,264
Janitor's Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Payroll	25,421	25,421	26,184	26,969	27,778	28,612	29,470	30,354	31,265	32,203	33,169	34,164	35,189	36,244	37,332	38,452	39,603
Employee Payroll Tax	18,200	18,200	18,746	19,308	19,888	20,484	21,099	21,732	22,384	23,055	23,747	24,459	25,193	25,949	26,727	27,529	28,355
Worker's Compensation	1,816	1,816	1,870	1,925	1,984	2,044	2,105	2,168	2,233	2,300	2,369	2,441	2,514	2,589	2,667	2,747	2,829
Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Apartment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payroll Expense	62,937	62,937	64,825	66,770	68,773	70,836	72,961	75,150	77,405	79,727	82,119	84,582	87,120	89,733	92,425	95,198	98,054
Real Estate Taxes	25,000	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949
Miscellaneous Taxes/Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Property & Liability Insurance	2,903	2,903	3,031	3,142	3,257	3,376	3,474	3,577	3,643	3,752	3,865	3,981	4,100	4,223	4,350	4,480	4,615
Miscellaneous Insurance	91	91	94	97	99	102	105	109	113	115	119	122	126	30	134	38	142
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Taxes & Ins. Expense	28,093	28,093	28,895	29,761	30,654	31,574	32,521	33,497	34,502	35,537	36,603	37,701	38,832	39,997	41,197	42,433	43,706
Supportive Services Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replacement Reserve	17,250	17,250	17,768	18,295	18,843	19,408	19,990	20,590	21,208	21,844	22,500	23,175	23,870	24,586	25,324	26,084	26,867
Equipment/Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Groveton Villas

30 Year Operating Profo. Indexed at 3% Annually

Years	Base Year		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Invoice Service Fee																	
Total Reserves & Capital Expense	17,256	17,256	18,975	20,873	22,960	25,256	25,594	31,315	31,855	33,507	33,183	23,878	24,594	25,332	26,092	26,875	27,681
Operating Reserve																	
Total Operating Distribution	318,237	319,837	329,819	340,826	352,512	364,895	375,219	381,326	392,766	404,549	416,685	429,186	442,061	455,323	468,983	483,052	497,544
Net Operating Income		-	(1,208)	(2,573)	(4,110)	(5,841)	(600)	(618)	(636)	(656)	(675)	(695)	(716)	(738)	(760)	(783)	(806)
Primary Debt Service		-															
Secondary Debt Service		-									-	-	-				
Other Debt Service	-	-	-	-	-	-	-	-				-	-	-	-	-	-
Other Debt Service		-															
Total Debt Service		-	-	-													
Debt Service Coverage Ratio											-						
Operating Deficit Fund			1,208	3,573	4,110	5,841	600	618	636	656	675	695	716	738	760	783	806

POOR ORIGINAL

Groveton Villas

30 Year Operating Profo...

Years	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Gross Rental Income	161,292	166,131	171,115	176,248	181,536	186,982	192,591	198,369	204,320	210,450	216,763	223,266	229,964	236,863
Vacancy Factor/Bad Debt	(8,065)	(8,307)	(8,556)	(8,812)	(9,077)	(9,349)	(9,630)	(9,918)	(10,216)	(10,522)	(10,838)	(11,163)	(11,498)	(11,843)
Net Rental Income	153,228	157,824	162,559	167,436	172,459	177,633	182,962	188,451	194,104	199,927	205,925	212,103	218,466	225,020
Laundry Income	4,079	4,202	4,328	4,457	4,591	4,729	4,871	5,017	5,167	5,322	5,482	5,647	5,816	5,990
Misc. Income - Lease Up Reserve	356,333	364,963	373,912	383,189	392,805	410,769	423,092	435,785	448,859	462,325	476,194	490,480	505,194	520,350
Total Income	511,640	526,989	542,799	559,083	575,855	593,131	610,925	629,252	648,130	667,574	687,601	708,229	729,476	751,360
Marketing Income	3,205	3,306	3,405	3,507	3,612	3,721	3,832	3,947	4,066	4,188	4,313	4,442	4,576	4,713
Office Space	2,497	2,479	2,554	2,630	2,709	2,790	2,874	2,960	3,049	3,141	3,235	3,332	3,432	3,535
Management Fee	30,369	31,280	32,219	33,185	34,181	35,206	36,262	37,350	38,471	39,625	40,814	42,038	43,299	44,598
Legal	4,814	4,959	5,107	5,263	5,418	5,581	5,748	5,921	6,098	6,281	6,470	6,664	6,864	7,070
Audit	8,024	8,264	8,512	8,768	9,031	9,301	9,581	9,868	10,164	10,469	10,783	11,106	11,440	11,783
Telephone	3,209	3,306	3,405	3,507	3,612	3,721	3,832	3,947	4,066	4,188	4,313	4,443	4,576	4,713
Miscellaneous	1,605	1,653	1,702	1,754	1,806	1,860	1,916	1,974	2,033	2,094	2,157	2,221	2,288	2,357
Other	6,012	6,192	6,378	6,569	6,766	6,969	7,178	7,394	7,615	7,844	8,079	8,321	8,571	8,828
Total Administrative Expense	57,649	59,379	61,180	63,055	64,985	66,833	68,856	70,959	73,028	75,219	77,476	79,800	82,194	84,660
Fuel Oil	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	19,236	19,834	20,429	21,042	21,673	22,324	22,993	23,683	24,394	25,126	25,879	26,655	27,455	28,279
Natural Gas	8,024	8,264	8,512	8,768	9,031	9,301	9,581	9,868	10,164	10,469	10,783	11,106	11,440	11,783
Water	29,687	30,578	31,493	32,440	33,413	34,415	35,448	36,511	37,607	38,735	39,897	41,094	42,327	43,596
Sewer	36,587	37,685	38,815	39,980	41,179	42,415	43,687	44,998	46,348	47,739	49,170	50,645	52,165	53,730
Other	137,799	141,933	146,191	150,577	155,094	159,747	164,540	169,476	174,560	179,797	185,191	190,747	196,469	202,363
Total Utilities Expense	237,354	238,293	245,433	252,806	260,391	268,202	276,248	284,536	293,072	301,868	310,928	320,248	329,855	339,751
Janitor Supplies														
Extermination														
Rubbish Removal	11,233	11,570	11,917	12,275	12,643	13,022	13,413	13,815	14,230	14,656	15,096	15,549	16,015	16,496
Security Payroll/Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs Maintenance	20,861	21,487	22,132	22,796	23,479	24,184	24,909	25,657	26,426	27,219	28,036	28,877	29,743	30,635
Repairs Contract	14,443	14,876	15,322	15,782	16,255	16,743	17,245	17,762	18,293	18,842	19,409	19,992	20,592	21,209
Elevator Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Painting & Decorating	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Operating Exp	2,407	2,479	2,554	2,630	2,709	2,790	2,874	2,960	3,049	3,141	3,235	3,332	3,432	3,535
Other - PHFA Admission	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expense	48,943	50,412	51,924	53,482	55,086	56,739	58,441	60,193	62,000	63,860	65,776	67,749	69,782	71,875
Office Salaries														
Manager Salary	28,082	28,925	29,793	30,686	31,607	32,555	33,532	34,538	35,574	36,641	37,740	38,873	40,039	41,240
Janitor's Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Payroll	40,793	42,017	43,278	44,576	45,913	47,291	48,709	50,171	51,676	53,226	54,823	56,469	58,163	59,908
Employee Payroll Tax	29,206	30,082	30,984	31,914	32,871	33,857	34,873	35,919	36,997	38,107	39,250	40,427	41,640	42,889
Worker's Compensation	2,914	3,002	3,092	3,184	3,280	3,378	3,480	3,584	3,692	3,802	3,916	4,034	4,155	4,280
Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Apartment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payroll Expense	100,995	104,025	107,146	110,360	113,671	117,081	120,594	124,212	127,938	131,776	135,729	139,801	143,999	148,315
Real Estate Taxes	40,118	41,321	42,561	43,838	45,153	46,507	47,902	49,340	50,820	52,344	53,915	55,532	57,198	58,914
Miscellaneous Taxes/Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Property & Liability Insurance	4,752	4,896	5,043	5,194	5,350	5,510	5,675	5,846	6,021	6,202	6,388	6,579	6,777	6,980
Miscellaneous Insurance	146	150	155	160	164	169	174	180	184	191	196	202	208	214
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Taxes & Ins. Expense	45,017	46,367	47,758	49,191	50,667	52,187	53,752	55,365	57,028	58,737	60,499	62,314	64,183	66,109
Supportive Services Expense														
Replacement Reserve	28,532	29,387	30,268	31,176	32,090	33,053	34,044	35,066	36,118	37,201	38,317	39,467	40,651	41,870
Equipment/Capital Expenditures														
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other														

POOR ORIGINAL

Groveton Villar

30 Year Operating Prof.

Years	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Investor Service Fee														
Total Reserves & Capital Expense	28,512	29,365	30,248	31,155	32,090	33,053	34,044	35,064	36,116	37,201	38,317	39,467	40,651	41,870
Operating Reserve														
Total Operating Distribution	513,478	528,882	544,749	561,091	577,924	595,262	613,120	631,513	650,459	669,972	690,072	710,774	732,097	754,060
Net Operating Income	(830)	(855)	(881)	(907)	(935)	(963)	(992)	1,021	(1,052)	(1,084)	(1,116)	(1,150)	(1,184)	(1,220)
Primary Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Secondary Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Coverage Ratio														
Operating Deficit Funds	830	855	881	907	935	963	992	1,021	1,052	1,084	1,116	1,150	1,184	1,220

POOR ORIGINAL

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Good Standing and Ongoing Compliance

We certify that we have not received notice of investigation by the IRS, HUD Inspector General, or related federal agencies pertaining to any Tax Credit project in which we have a material interest. We are in compliance with all material aspects of the Tax Credit Program and have not been debarred or suspended from participating in any program of HUD or the Commonwealth of Pennsylvania.

Richard K. Barnhart
Pennrose Properties, Inc.
Co-General Partner

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Good Standing and Ongoing Compliance

We certify that we have not received notice of investigation by the IRS, HUD Inspector General, or related federal agencies pertaining to any Tax Credit project in which we have a material interest. We are in compliance with all material aspects of the Tax Credit Program and have not been debarred or suspended from participating in any program of HUD or the Commonwealth of Pennsylvania.

Mark Dambly
Halliday Properties, Inc.
Co-General Partner

Good Standing and Ongoing Compliance

We certify that we have not received notice of investigation by the IRS, HUD Inspector General, or related federal agencies pertaining to any Tax Credit project in which we have a material interest. We are in compliance with all material aspects of the Tax Credit Program and have not been debarred or suspended from participating in any program of HUD or the Commonwealth of Pennsylvania.

Ralph A. Falbo
Ralph A. Falbo, Inc.
Co-General Partner

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Good Standing and Ongoing Compliance

We certify that we have not received notice of investigation by the IRS, HUD Inspector General, or related federal agencies pertaining to any Tax Credit project in which we have a material interest. We are in compliance with all material aspects of the Tax Credit Program and have not been debarred or suspended from participating in any program of HUD or the Commonwealth of Pennsylvania.

Frank Aggazio
Ohio Valley Housing – GP, Inc.
Co-General Partner

Identity of Interest

Exhibit C

PENNSYLVANIA HOUSING FINANCE AGENCY

IDENTITY OF INTEREST

Owner/Taxpayer hereby certifies that it is neither related to nor has a substantial financial interest in any other party involved in the development of the project (For example: Lender, Contractor, Architect, and Management Agent)

An identity of interest may exist: (1) when there is any financial interest of the other party; (2) when one or more of the officers, directors, stockholders, or partners of the owner/taxpayer is also an officer, director, stockholder or partner of the other party; (3) when any officer, director, stockholder or partner of the owner/taxpayer has any financial interest whatsoever in the other party; (4) when the other party advances any funds to the owner/taxpayer; (5) when the other party provides and pays on behalf of the party of the owner/taxpayer the cost of any legal services, architectural services or engineering services other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with obligations under the construction contract; (6) when the other party takes stock or any interest in owner/taxpayer as part of the consideration to be paid; and (7) when there exists or comes into being any side deals, agreements, contract or undertakings entered into thereby altering, amending or canceling any of the required closing documents except as approved by PHFA.

In the event Owner/Taxpayer is related to a party involved in the development of the project, please identify the parties and the relationship.

PARTY	RELATIONSHIP
Ohio Valley Housing-GP, Inc.	Affiliate of the Allegheny County Housing Authority

Project Name: Groveton Village Phase One

Owner/Taxpayer Name: Groveton Housing Partnership, L.P.

Signature: Frank Agostino

Notification Form of the Chief Executive Officer of the Local Jurisdiction

Exhibit D

PENNSYLVANIA HOUSING FINANCE AGENCY

2101 North Front Street
P O. Box 8029
Harrisburg, Pennsylvania 17105-8029
(717) 780-3881
(800) 346-3597 TDD

NOTIFICATION
CHIEF EXECUTIVE OFFICER

The chief executive officer of the local jurisdiction in which the project is to be located must be notified by the Agency. Please provide the following information regarding this notification.

William Blumling
Name

Chairman
Title

Township of Robinson
Jurisdiction

1000 Church Hill Road
Address

Pittsburgh, PA 15205-9006
City, State, Zip

(412) 788-8120
Telephone Number (Include area code)

Public Housing Authority Letter

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
SISTER M. COLEMAN CONROY
EVELYN BENZO
THOMAS S. NETZER
MIKA DUNCAN

EXECUTIVE DIRECTOR
FRANK AGGAZIO

October 10, 2000

Mr. Ralph Falbo
Ralph Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

RE: Groveton Village

Dear Mr. Falbo:

Be advised that the proposed project in Robinson Township, currently known as Groveton Village, will be replaced with a new townhouse community. This new development would enable the Allegheny County Housing Authority, in part, to satisfy the needs of the more than four-thousand individuals currently on the Low-Income Public Housing and Section 8 Waiting List.

The project, which is known as Groveton Village will consist of 69 units, 66 units of which will be reserved for individuals currently on the waiting list or living at the development. This will be accomplished by the anticipated approval of HUD's Mixed Finance Division.

Sincerely,

John W. Joyce
General Counsel

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Social Services Provider Questionnaire

EXHIBIT H

PENNSYLVANIA HOUSING FINANCE AGENCY

SERVICE PROVIDER QUESTIONNAIRE

All applicants that propose to offer services for residents must complete and submit this questionnaire.

PHFA Project: GROVETON VILLAGE

Name of Owner or Agent: ALLEGHENY COUNTY HOUSING AUTHORITY

Name of Service Provider: THREE RIVERS COMMUNITIES, INC.

SERVICE PROVIDER'S OFFICE LOCATION(S)

Address: Principal Office 341 FOURTH AVENUE
PITTSBURGH, PA. 15222

Telephone: (412) 355-2122

Names/Titles of Executive Staff: FRANK AGGAZIO
EXECUTIVE DIRECTOR

Areas Served {County(s), Neighborhood(s), etc.}: ALLEGHENY COUNTY

Other Offices Close to PHFA project:

Telephone:

SECTION I – GENERAL INFORMATION

1. Either attach or summarize below the service provider's mission and goals for the current fiscal year

   ATTACHED

2. How many years has the service provider been active in delivering supportive services? 60 +

3. Is the service provider a subsidiary of another organization? ☒ Yes ☐ No
If yes, please provide name and address of the parent organization and describe relationship, tax status.

ALLEGHENY COUNTY HOUSING AUTHORITY

NON-PROFIT FOUNDATION, 501(c)3

4. If the service provider and/or its parent are engaged in activities other than supportive services, please describe:

LOW INCOME PUBLIC HOUSING AND SECTION 8 HOUSING

SECTION II – PERSONNEL

1. How many people are employed by the service provider organization? 250
2. List separately job titles of personnel who would work with residents of the PHFA property. Attach an organizational chart.
3. If new staff must be hired in order to implement the work of this project, please attach job description(s), including qualifications and identify resources.
4. Attach resume(s) of key personnel who would be responsible for providing services in this proposed project.

SECTION III – STAFF PROFESSIONAL DEVELOPMENT

1. Please list the names of the professional training courses/workshops/seminars that staff involved with this project have completed over the past 3 years.

Job Title:	Training Attended:	Date:
Director, Assoc. Director Property Managers	LIHTC	5-99, 11-99
All Titles on Chart	Community Org. Leadership Conflict Resolution	6-99
All Titles on Chart	Facilitation	2-00
Department Leadership	Family Self-Sufficiency	11-00

2. Will participation in this service-enriched housing project require additional staff training? ☒ Yes ☐ No If yes, describe training

WORKING WITH SINGLE FATHERS AND TEEN MALES, FAMILY UNIFICATION ISSUES TRAINING, NEEDS ASSESSMENT SURVEY TRAINING, TRAINING IN PROCEDURES IN DEALING WITH THE DIFFICULT TO EMPLOY.

SECTION IV – EXPERIENCE IN SERVICE-ENRICHED HOUSING

1. Is the service provider currently involved in service-enriched housing programs?
☑ Yes ☐ No If yes, summarize experience in providing supportive services on-site for residents Include name of housing development(s), property management company, and type of services provided:

ACHA/TRC, INC. IS A LOW INCOME PUBLIC HOUSING AGENCY PROVIDING HOUSING AND HOUSING SERVICES. THE AGENCY HAS MANAGED IT'S PROPERTY AND PROVIDED SOCIAL SERVICES AND SUPPORT AND SELF-SUFFICENCY SERVICES TO 4000+ UNITS AT 40+ SITES SINCE 1939.

2. Indicate the total number of clients served last fiscal year in a residential setting. Identify the amounts and sources of funding.

Client/Service Type	Number Served	Funding Level	Funding Source
Senior/Elderly Services	1700	$150,000.00	HUD
Adult/Family Services	1800	300,000.00	HUD
Children/Youth Services	900	200,000.00	HUD, PRIVATE FOUNDATIO
Addictions	100	25,000.00	HUD
MH/MR	0	0	—
Education/Job Readiness	1000	100,000.00	HUD
Other			

3. Describe collaborative efforts which demonstrate the service provider's experience in the delivery of supportive services. Please identify organizations or companies involved in the collaboration and the nature of the organization's involvement.

ACBA AND ACDHS: WORK READINESS, EMPLOYMENT TRAINING, EMPLOYMENT, THE PITTSBURGH FOUNDATION & ACDHS: YEAR ROUND PROGRAM FOR CHILDREN AND RESIDENT COUNCIL DEVELOPMENT, THE PORT AUTHORITY OF ALLEGHENY COUNTY: AND HERITAGE HEALTH FOUNDATION, TRANSPORTATION SERVICES, UNITED WAY OF ALLEGHENY COUNTY: CHILD CARE CENTERS IN COMMUNITIES, VARIOUS MUNICIPLE POLICE DEPARTMENTS: POLICE AND SECURITY SERVICES, COMMISSION ON FUTURE OF LIBRARIES: TECHNOLOGY CENTERS, STO-ROX SCHOOL DISTRICT: TECHNOLOGY TRAINING, WOODLAND HILLS SCHOOL DISTRICT: TECHNOLOGY TRAINING, UNIVERSITY OF PITTSBURGH MEDICAL CENTER: SITE BASED HEALTH AND WELLNESS CENTERS, US DEPT. OF LABOR AND VARIOUS PRIVATE EMPLOYERS: STEP-UP PROGRAM (Job Training); GOODWILL & AC COMMUNITY COLLEGE: WORK READINESS:

SECTION V – MISCELLANEOUS

1. Has the service provider or any of its present personnel ever been involved in governmental investigation or judicial action or settlement concerning charges of a violation of local, state or federal laws or regulations concerning discrimination, fair housing violations or other civil rights laws, concerning violations of federal, state or local regulations regarding use of funds? ☐ Yes ☒ No If yes, give details:

2. How many service grants or contracts held by the service provider over the past five years have been terminated prior to their expiration dates? NONE

   If any, please explain:

3. How many grants or contracts held by the service provider over the past five years were not renewed upon expiration? NONE

   a. Please provide names and addresses of these funding sources, as well as reasons and circumstances surrounding such non-renewal(s):

I certify that the information contained herein is accurate and complete.

PHILIP MANION
Name/Signature

Director, Housing Management & Community Services Dept.
Title

November 21, 2000
Date

Housing and Community Services Department

Goals for 2000

Mission Statement

Work for the residents to provide a quality community environment and to deliver effective human services.

Vision Statement

- Support the residents of ACHA in creating a quality of life that is equal to or better than that of the general community
- Ensure that the residents of ACHA have the best managed housing and human services in the nation

Overall Department Goals

Department Goal

- Goal 1 Develop effective strategies to be more accessible to residents and ensure ongoing dialogue with residents to address high-priority needs.

Department Goal

- Goal 2: Provide leadership that implements organizational changes and instills a culture of continuous improvement

Department Goal

- Goal 3. Work in collaboration with other ACHA departments and outside agencies to improve quality of life in ACHA communities..

Department Goal

- Goal 4: Work with department leadership to keep department strategies on cutting edge of services and programs for residents.

Department Goal

- Goal 5: Work with leadership of outside agencies to keep department strategies on cutting edge of services and programs for residents.

Department Goal

- Goal 6 Establish offices as community service centers

Department Goal

- Goal 7 Develop a Quality Control Process for Management and Community Services

Goals for Management

Management Goal

- Goal 2: Implement consistent rent collection policies and practices and attain/maintain a 2% or less monthly rent delinquency

Management Goal

- Goal 3: Influence the reduction of a more than 30 day time frame for leasing units (or "...of down time for vacant...")

Management Goal

- Goal 4: Impact curb appeal

Management Goal

- Goal 5: Establish a monitoring and tracking process for housekeeping, rent delinquency, community appearance, recertifications, and flow of new leasings.

Management Goal

- Goal 6: Reduce variations in lease enforcement

Management Goal

- Goal 7: Revise to improve existing lease for residents

Management Goal

- Goal 8: Establish a lease for non-resident dwellings

Management Goal

- Goal 9: Develop effective orientation process for new residents

Management Goal

- Goal 10: Develop effective strategies to make management offices more accessible to residents

Management Goal

- Goal 11: Increase management and maintenance cooperation.

Management Goal

- Goal 12: Work in collaboration with other ACHA departments to improve quality of life in ACHA communities..

Management Goal

- Goal 13: Anthologize a managers manual

Management Goal

- Goal 14: Anthologize a field operations clerks manual

Management Goal

- Goal 15. Develop a job description for field operation clerks.

Management Goal

- Goal 16: Determine, design, and implement formal and informal training for management staff.

Management Goal

- Goal 17: Pursue improvement in operational tools and equipment for management offices.

Goals for Community Services

Human Services Goal

- Goal 1: Establish an LIPH FSS Program

Human Services Goal

- Goal 2: Establish an Open-ended Homeownership Program

Human Services Goal

- Goal 3: Develop Pro-active, Community-based Resident Organizations

Human Services Goal

- Goal 4. Continue to develop Resident Employment Training Program

Human Services Goal

- Goal 5: Establish and maintain strategies that foster positive communication between ACHA and residents

Human Services Goal

- Goal 6: Continue to provide access to educational and technological resources

Human Services Goal

- Goal 7: Continue too provide access to resources which enable seniors to maintain independent living

Human Services Goal

- Goal 8: Establish on-site space for resident program and services

Human Services Goal

- Goal 8: Expand current collaborations with outside agencies and develop new collaborations in all areas

SECTION II – PERSONNEL

2. Organizational chart attached.

Job titles key:

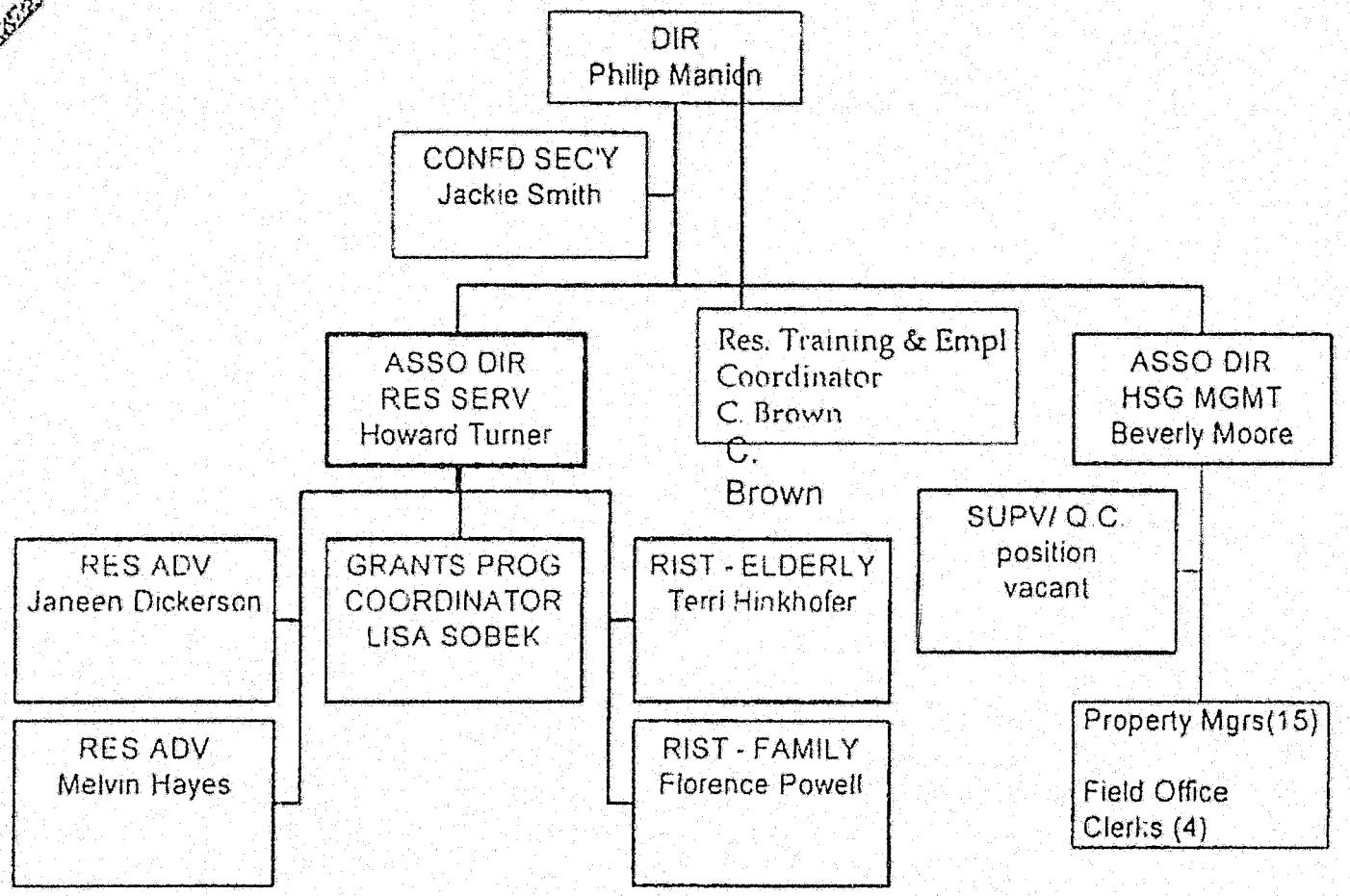
Department Director

Associate Director for Resident Services
Associate Director for Housing Management
Resident Training and Employment Coordinator
Property Management Supervisor/Quality Control

Resident Advocate (2)
Resident Services Technician (2)
Community Liaison

Property Managers(13)
Field Office Clerks (8)

ALLEGHENY COUNTY HOUSING AUTHORITY
DEPARTMENT OF HOUSING AND COMMUNITY SERVICES
ORGANIZATIONAL CHART
(CURRENT - NOVEMBER 2000)



ALLEGHENY COUNTY HOUSING AUTHORITY
Fidelity Building, 341 Fourth Avenue, Pittsburgh, Pa. 15222

Position: Social Service Program Coordinator

Description. The person in this position is responsible for the implementing , monitoring and compiling report information on the Authority's funded federal, private and public grant programs. This person will also act as a liaison between the residents Groveton Village, grant program service providers and other grant program partners. Position reports to the Associate Director of Housing Management & Community Services.

Primary Responsibilities: Primary responsibilities include but are not limited to.

1. Develop a working knowledge of the Authority's Community Services Department and its mission, goals and objectives as is related to the existing and future grant programs.

2. Provide coordination and technical assistance to on-site contractors and other agencies in their outreach, recruitment and service delivery efforts.

3 Perform as a liaison between the Authority, residents, outside agencies and the contracted personnel in the implementation of programs.

4 Develop process to monitor daily activities and initiatives related to programs. Perform monitoring of programs.

5. Compile, document and present Associate Director with report information related to outcomes, milestones and concerns related to grant program initiatives.

6. Conduct meetings and perform follow-up related to resolving concerns related to grant programs

Required Knowledge & Abilities

Ability to work with persons from a diverse socio-economic background.

Relevant working knowledge and prior experience in coordinating or implementing activities/ initiatives for a social service program designed to serve low income/ disadvantaged persons.

Prior experience in the preparation of grant proposals and/or applications for funding.

Excellent initiative, interpersonal, communication and problem solving skills.

Ability to work independently and to coordinate multiple tasks in a team environment.

Knowledge of the Code of Federal Regulations for low income public housing and the workings of a Public Housing Authority.

Prior working knowledge of the States' Welfare to Work regulations related to TANF.

Must be available for work activities which occur during nights and weekends.

Minimum Education, Training and/or Work Experience

B.S. in Social Sciences or related field.

A minimum of 5 years relevant prior work experience.

Must Possess PA. Driver's license and access to personal vehicle for travel during work hours

Must pass a pre-employment physical and background security review.

Continued employment is dependent upon satisfactory completion of a probationary period of 90 working days.

Philip J. Manion
341 Fourth Avenue
Pittsburgh, PA. 15222
355-2122

Highlights of Qualifications

- Strong practical and theoretical foundation in public housing systems, and change processes affecting these systems
- Proven success in improving public housing services to residents
- Excellent management decision-making, administrative, system analysis, and leadership skills

Relevant Professional Experience

Allegheny County Housing Authority, Pittsburgh PA. 1995-Present
Director of Housing Management and Community Services

Reorganized and currently direct this department responsible for providing quality property management services and effective human services to the residents of the Housing Authority. I direct a staff of 31 to provide housing and housing related services to the customers of the Low Income Public Housing Program. I have implemented organizational changes in my department to bring about improvements in the service delivery of my department. I have instilled a continuous culture of improvement to ensure the staff works together among themselves and in cross functional processes with other department staff. I have developed an ongoing dialogue with residents to address high priority needs. Also, maintain effective relationships with various government, human service, and community service providers.

Housing Authority of the City of Pittsburgh, Pittsburgh PA. 1980-1995
Property Manager

In this position I was responsible for the management of an 880 unit public housing community, the 3rd largest in the city. My duties included overseeing leasing, rent collection, residents' services and relations, and maintenance. I administered the HACP policies and procedures as set down by the Board of Directors and the Executive director. I also supervised an assistant manager, 5 office staff, and 25 maintenance staff. Additionally, I functioned as a site management consultant for a $3 million dollar modernization project, and attendant relocation of 420 residents. Finally, I was a member of two in-house committees providing consultation to the administration on (1) end-user training of a recently expanded computer system, and (2) housing services reorganization plan that was being performed by the McKenzie Consulting Group.

Education

Masters of Science in Information Science 1990- present - University of Pittsburgh (coursework completed)

Masters Of Arts in Psychology - University of Dallas, (course work completed 1975)

Bachelor of Arts in Psychology - Duquesne University, 1971

Certificates and Memberships

Certified Public Housing Manager (CPHM) by National Association of Housing and Redevelopment Officials (NAHRO)

Certified Accredited Residential Manager by Institute of Real Estate Management (IREM)

Certified Low Income Housing Tax Credit Compliance and Property Management by Novogradac & Co. LLP, Certified Public Accountants

Member of National Association of Housing and Redevelopment Officials (NAHRO)
Member of Institute of Real Estate Management (IREM)

Other Affiliations:
Member, The Pittsburgh Foundation Children's Program Advisory Committee

Member, Sheldon Park Resident Management Corporation Advisory Committee

Member, United Way of Allegheny County Self-Sufficiency Goals Committee

Member, Board of Directors of the Friendship Preservation Group (FPG)

Founding Member and Executive Committee member of Pittsburgh Housing Authority Management Association (HAMA)

Past Member, Board of Directors of Boys and Girls Club of America Bedford Dwellings Outreach Program

Past Member of the Community Oriented Policing (COPS) Community Action Plan Task Force

Howard J. Turner, III
5700 Centre Avenue, Apt #1011
Pittsburgh, Pa. 15206
(412) 363-1056

Education: Robert Morris College, Pittsburgh, Pa.
Bachelor of Science, Accounting, 1984

Carnegie- Mellon University, Pittsburgh, Pa.
Undergraduate studies in Engineering

Employment History:

5/97 - Present **ALLEGHENY COUNTY HOUSING AUTHORITY**

ASSOCIATE DIRECTOR : HOUSING MANAGEMENT & COMMUNITY SERVICES DEPARTMENT

Duties and responsibilities include the administration and application processes related to the Authority's grants program as well as the day to day administration and implementation of the community and resident initiatives for the Housing Management & Community Services Department. This includes direction, coordination and supervision of the community services staff. I create, direct and coordinate on-going programs, services and grant initiatives related to resident services in the ACHA's family and elderly communities.

These programs have included but not been limited to resident Welfare to Work Programs related to employment, education and training ; community economic development programs; children's and youth education programs; community based resident council development as well as technical assistance and organizational development support to resident councils and on-site service providers.

I am responsible for the training and development of the HM &CS staff and the design and implementation of ACHA policies in adherence to HUD mandates for resident initiatives.

I am also responsible for the development and nurturing of collaborative relationships/ partnerships with area county, federal, private and non-profit agencies to provide on-going services to ACHA family and elderly communities. These collaborations have resulted in the creation of on-site early childhood development facilities, on-site access to technology/ computer learning centers, family/ elderly clinical care facilities, resident home ownership programs and on-site VISTA Americorps programs.

12/94 - 5/97 ALLEGHENY COUNTY HOUSING AUTHORITY

GRANTS COORDINATOR/ VISTA PROGRAM SUPERVISOR

Responsibilities included the development of Authority programs to help residents meet education and employment goals, increase safety and security measures in ACHA communities and to provide resident youth with recreational/ educational alternatives to the problems endemic to low income housing communities. I was responsible for the preparation of grant proposals for the procurement of funding from private and public resources to underwrite the cost associated with the programs that I developed.

These proposals included the development of a program budget, construction needs as well as the staffing and purchasing requirements for each program. Upon receipt of the grant funds, I was responsible for program implementation, the daily administration of the program budget, supervision of program compliance and the supervision of the staff for each Authority funded program.

As the VISTA program supervisor, my duties included the recruitment, training and supervision of ACHA residents who work in the Authority's six Knowledge Connection Centers. I also selected, planned and implemented the installation of these centers in ACHA communities.

My duties also required me to maintain a current working database library for grant application development and to work closely with government, public and private entities to develop and implement creative methods to secure grant funds.

7/93 - 12/94 ALLEGHENY COUNTY HOUSING AUTHORITY

TENANT SELECTION OFFICER

My duties included the daily direction of the unit offer process which included the administration of the Authority's five public housing system generated waiting lists and the resident transfer process. Responsibilities included the planning and supervision of the duties for the Occupancy Department staff as well as the implementation and verification of the Authority's compliance with Federal regulations and mandates issued under a federal court ordered Compliance Agreement. I was also responsible for the resolution of issues related to applicant/ resident fair housing complaints, resident lease additions/ deletions and other vacancy related issues.

I provided systems software training and support for Authority staff and I worked closely with the then Director of Housing Operations in the planning and implementation of department policies and procedures and in the performance of analytical and operational reviews of Occupancy Department policies and procedures.

5/90 - 3/92 PNC CORPORATION

SENIOR AUDITOR

Responsibilities included the independent planning and conducting of financial and operational audits for all sectors of a National Bank Holding Corporation. Audit areas included customer deposits, consumer and commercial lending, securities trading, international banking (import/ export), consumer branch banking and federal regulatory compliance.

I was responsible for the evaluation of internal controls as well as the adherence to Corporate policies and procedures within each audit area. I was also responsible for the preparation of audit reports which were presented to the appropriate level of Corporate management. Other duties included the training and supervision of junior staff during the course of an audit.

3/89 - 4/90 INTERNATIONAL PAPER CORPORATION

TRAVELING CORPORATE AUDITOR

Responsibilities included the performance of all duties associated with a full scope corporate audit for a Fortune Fifty Corporation in diverse areas such as liquid packaging and the manufacturing of consumer and business paper products. Audits included both financial and operational areas such as inventory cost and accounting records, payroll, fixed assets, capital projects, out/in- bound transportation and intra- company accounts.

I was also responsible for examining and evaluating internal controls as well as compliance with Corporate and financial directives. Other duties included report preparation on the results of an audit which included recommendations for improvement of inadequate internal and operational controls. These reports were presented to the appropriate level of Corporate management.

3/87 - 3/89 EQUITABLE RESOURCES, INC.

AUDITOR

Responsibilities included the independent planning and conducting of financial and operational audits in areas such as consumer collections, accounts payable and receivable, materials and supplies, gas inventories and procedural operations at field locations. Duties also included the examination and evaluation of internal controls as well as compliance with federal and state agency regulations. Report findings and recommendations were presented to Company management.

7/86 - 3/87 URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

SENIOR ACCOUNTANT

Responsibilities included the performance of the daily accounting and budgetary analysis procedures for a federal, state and locally funded Redevelopment Authority. Duties included the review and approval of processing for payables and receivables.

12/84 - 6/86 TOUCHE ROSS AND COMPANY

STAFF AUDITOR

Responsibilities included the timely and accurate completion of an audit engagement for a "Big Eight" public accounting firm. Client experiences included audits in all sectors of government/fund accounting, retail, small and medium sized manufacturers and limited partnerships.

12/83 - 12/84 TOUCHE ROSS AND COMPANY

INTERN

Responsibilities included the review and proofreading of financial statements, audit reports and management consulting proposals for technical and grammatical proficiency.

PROFESSIONAL AFFILIATIONS:

- Member - Board of Directors for the Rainbow Kitchen - Chairman, Strategic Planning Committee.
- Member- Children's Programs Advisory Committee for the Pittsburgh Foundation.
- Member - Board of Directors for Youthworks.
- Member - Allegheny County Youth Policy Council.
- Member - Boy Scouts of America Urban Scouting Programs Board.
- Member – Pennsylvania Association of Non-Profit Organizations.

PROFESSIONAL SKILLS:

Working knowledge of MS DOS, Excel, Lotus 1-2-3 for Windows and Word and WordPerfect for Windows in a Novell Local Area Network environment.

Charles T. Brown, Jr.

116 Selvin Drive Verona, PA 15147 (412) 355-2187 – work (412) 242-1374 – Home

Objective: To acquire a challenging Senior Level Human Resources position. To affiliate with an organization that embraces a proactive posture versus reactive.

Education: University of Pittsburgh (BA, MA, Specialist Certification)
Concentrating in counseling, business systems and organizations.

Other: Micro Tech Computer: Certificate in completing courses addressing general computer knowledge and various software programs and application.

LoDolce Real Estate Academy: Certificate
Pennsylvania Housing Finance Agency: Certificate

Allegheny County Housing Authority — **Manager, Resident Training, Employment and M/W/DBE Compliance Monitoring**

Position is responsible for developing ACHA policies, practices and procedures regarding resident training and employment leading to economic empowerment. Carrying out similar duties with the implementation of and the monitoring of compliance issues as such issues pertain to Section 3 residents according to federal regulations.

Position is responsible for making sure contracts; subcontractors and recipients are well informed through technical assistance about the obligations and commitment to Minority Business Enterprise, Women Business Enterprise and Disabled Business Enterprise. Assist contractors and other businesses in developing listings and/or identifying MBE/WBE/DBE concerns for use in their respective business ventures. Refer M/W/DBEs to other agencies for contracts. Ensure contractors are in compliance with the mandates as required by state, federal, local and company regulations and policies. Maintain related data reports.

Allegheny County Housing Authority — **Coordinator, Resident Training and Self-Sufficiency**

Position is responsible for developing ACHA policies, practices and procedures regarding resident training and self-sufficiency. Direct the development, implementation and monitoring of ACHA's compliance with Section 3 requirements and other associated activities designed to facilitate improved training, employment and self-sufficiency opportunities among ACHA residents.

Urban League of Pittsburgh, Inc. — Program Assistant

Position is commitment to continuous improvement in the delivery of housing services. Review all applications for housing assistance to assure quality services and program guidelines. Make financial determinations based upon program guidelines and sound counseling principles. Conduct landlord record searches. Maintain appropriate computerized documents as needed. Serve as consult to outside entities.

Urban League of Pittsburgh, Inc. — Homeownership Counselor

Provide housing counseling services to individuals and families for which the Urban League of Pittsburgh has contacted. Provide various services based on economic and Psychological needs

The Lemington Center, Inc. — **Director of Human Resources**

Researched, reviewed, developed, computerized and implemented a total Human Resources Department from a personnel clerical function. Developed forms, documents and policies pertaining to recruitment, selection, orientation, retention, job evaluation, compensation and benefits departmentally and corporate-wide. Designed, presented and implemented policies and procedures providing consultative services on employee/union relations, negotiations, manpower planning, EOE, training and development, records retention and control. Served as Assistant Administrator in handling daily activities. Supervised one Secretary/Clerk.

The Lemington Center, Inc. — **Personnel Assistant**

Assist the Administrator in carrying out personnel interviews, completing forms and maintaining associated paperwork. Scheduled interviews and orientation classes.

Hamot Medical Center — **Director of Personnel Operations**

Plan, organize and control personnel support services to meet the needs of management and staff employees. Plan and implement cost-effective personnel support service programs to meet short- and long-range goals of the corporation. Provide support to the corporate Human Resources Department Direct and supervise (1) Employment Manger, (1) Wage and Salary Coordinator, (1) Personnel Assistant, (1) Occupational Health Nurse, RN and (2) Secretaries.

The Medical Center of Beaver — **Coordinator of Wage and Salary**

Managed the research, development and implementation of the corporate wage and salary administration, job evaluation, merit and performance appraisal programs for executive, management, professional, technical and service employees to maintain internal labor market competitiveness. Under general guidelines administered, developed and analyzed market data to ensure competitiveness with area and national market surveys. Direct and supervise on para-professional engaged in supportive clerical services.

Gulf Oil Corporation — **Coordinator of College Relations**

Coordinated Human Resources activities such as: scheduling recruiting visits, processing unsolicited resumes, establishing starting wage and salary offers, participating in speaking engagements, monitoring and reporting on campus attitudes towards the corporation and maintaining computer support systems. Created, developed and initiated training programs. Trained and developed over 200 recruiters to recruit throughout the United States.

Gulf Oil Corporation — **Analyst, Equal Employment**

Compiled, organized, analyzed and presented raw data from strategy centers on actual hires and goals, and discrimination charges opened and closed. Data was then analyzed and formulated into computerized charts and graphs for executive and management review and action.

Gulf Oil Corporation **Analyst, Compensation**

Organized, conducted and analyzed job and salary surveys; wrote E. N. Hay Job Descriptions during a compensation conversion period: assigned pay grades and ranges and job descriptions for positions throughout the corporation. Monitored field consistency in grade assignments.

Gulf Oil Corporation **Analyst, Trainee**

Participated in an extensive training program, in the field, learning varied aspects of the corporation's Human Resources Department while representing the corporate Human Resources Department to field operations and providing input. The program was one year living and working in various states learning organizational behavior and structure and politics while understanding how people work

Additional Skills

- Computer literate
- Interviewer
- Counseling (behavioral, personal, employment, job or organizational)
- Analytical preparation
- Statistical interpretation, recording and reporting
- Priority establishment
- Ability to relate, transfer knowledge and transmit information
- Organized

Memberships:

- Pittsburgh Human Resources Group
- Human Resources Board of Non-Profits Agencies
- Pittsburgh Human Resources Planning Group
- Pittsburgh Personnel Society
- Black Human Resources Association
- M/W/DBE Government Board
- MBE Policy Review Board
- Pittsburgh Baptist Association Board of Directors
- American Baptist Association Board of Directors

THREE RIVERS COMMUNITIES, INC.
341 FOURTH AVENUE
PITTSBURGH, PA 15222

December 11, 2000

Ralph A. Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

RE: Low-Income Tax Credit Application

Dear Mr. Falbo:

The Three Rivers Communities, Inc. (TRC), has agreed to provide supportive service at Groveton Village, Robinson Township for the duration of the tax credit compliance period. It is our understanding that a $100,000 supportive services escrow will be established and that TRC will be responsible for the administration. It is also understood that $10,000 will be allocated to workforce development and other social service issues during construction and the relocation period.

It would appear that Groveton Village could avail itself of several of the services we provide. A part-time, on-site staff person will assist the residents with locating latch key programs, day care, job counseling, educational referrals, and employment.

It is our understanding that the development will include a community building and that space will be provided for delivery of these services at specified times. Also, our personnel could access other appropriate services from the network of social agencies in Allegheny County.

TRC has worked directly with the Allegheny County Housing Authority on past efforts, including the McKees Rocks Terrace-HOPE VI Development.

We support the efforts of the Allegheny County Housing Authority and the Pennrose Falbo Partnership in the Revitalization of Groveton Village, Robinson Township. If you need additional information, please contact me at your earliest convenience.

Sincerely,

Walter D. MacFann
Assistant Vice President

Agreed to by:

Ralph A. Falbo
Groveton Village Housing Partnership, L.P.

Special Needs Housing

Not applicable

Support for Families in Transition

Overview

The Allegheny County Housing Authority will coordinate and provide services, will establish systems and procedures aimed at facilitating on-site program orientation and pre-employment services, refer participants into job training, employment and transitional assistance service programs, and work with the Groveton Village Resident Council to provide follow-up mentoring and coaching support.

One of the organizations with whom ACHA has worked in the past to coordinate and evaluate such services is Management and Environmental Technologies, Inc. (MET). As needed, ACHA will work with MET to provide program support for the Program for lower income residents affected by changes in public assistance. MET, Inc., a full service management and community self-sufficiency firm will be the lead organization responsible for planning, developing and coordination of the Program.

The redeveloped Groveton Village will include a new community building consisting of an adjacent old school site which will be leased and added onto in order to accommodate Groveton Village on-site management and maintenance needs, and the Program. Program services provided in the community building will include orientation, pre-employment counseling, referral and follow-up. Off-site referral and local service providers will respond to needs assessment findings which consist of education, job training, childcare, transportation, driver education, job placement and other transitional assistance. Most participants will be referred to our local service provider network, which is further detailed within this Program.

Groveton Service Provider Experience

The Allegheny County Housing Authority will assume full responsibility for the Program at Groveton Village during the life of the development. As appropriate, it will utilize assistance from experienced organizations such as MET, Inc., and other service providers. See Exhibit 23, Social Services Provider Questionnaire, for more specific information on the Allegheny County Housing Authority's experience in providing social services.

Provider Experience (MET): Management and Environmental Technologies, Inc. (MET) is an experienced Pennsylvania incorporated minority and woman owned/operated firm with Pennsylvania Socially and Economically Restricted Business (SERB) Certification and U.S. Small Business Administration 8(A) Certification. Corporate Headquarters are located in Philadelphia, PA and its second company site is in downtown Pittsburgh, PA. Professionally, each MET Senior Officer has provided economic development services to AFDC/TANF and other lower income and special needs populations for over 20 years. Service areas include educational instruction, computer based learning, skills training, job placement, service coordination and case management. Community

self-sufficiency, workforce development consulting, and program development assignments include assistance on U.S. Housing and Urban Development Hope VI projects in Allegheny County at McKees Rocks Terrace and in Philadelphia County at the Richard Allen Homes and Schylkill Falls public housing sites.

As professional service providers, MET's senior officers have over 50 collective years of workforce and economic development experience. MET continues to work with job training, transition to work programs, private sector job placement, PA Department of Public Welfare approved work experience sites, community based organizations, small businesses, and micro-enterprise development targeted to the welfare-to-work population.

MET has established strong and reliable job training and transition to work public/private sector networks in Allegheny County. Important relationships include welfare to work consultant contracts with the Allegheny County Housing Authority, and as Managing Partner for the Community Leadership Development Institute (CLDI). MET also provides technical assistance to numerous public housing resident council associations in Burns Heights, Desquesne PA, Hawkins Village in Rankin, PA, and Millview Acres in Clairton, PA. MET's collaborating partner, the Community Leadership Development Institute, is a non profit community development corporation, largely made up of public housing resident council presidents, supported by local public/private sector professionals and business owners. CLDI services are targeted to leadership, organizational capacity building, and self-sufficiency training for Allegheny County public housing residents and organizations.

MET and CLDI have formed linkages and working partnerships with Allegheny County agencies and local service providers. The MET/CLDI collaborate has entered into service delivery working agreements with over ten (10) local Allegheny County service providers as confirmed in the attached Linkage/Collaborative Matrix and letters of working agreements. The CLDI/MET collaborative was recently awarded a grant of $570,000 for self-sufficiency training and leadership development services to targeted Allegheny County public housing residents. Unrestricted resources will be made available to the Program.

In addition to serving in senior administrative positions in public and private institutions, MET's officers have facilitated, convened, and sustained collaborative and advocacy relationships. As reflected herein, the Allegheny County Housing Authority funds and in-kind resources amounts to over $100,000 to the MET/CLDI Partnership Institute. Using unrestricted funds, the Institute will support Groveton Village by assisting in case management, information sharing, training and work survival skills, motivational development and referral services. Education reference materials, job specific literature and employment related resources will also be shared and available to the Program.

The Allegheny County Housing Authority, Department of Health and Human Services of Allegheny County, United Way of Western Pennsylvania, YWCA, Three Rivers Employment Services,

Goodwill Industries, Allegheny County Community College, and other local education and training service providers have established linkage agreements with the Allegheny County Housing Authority and/or CLDI/MET. The goal is to ensure effective services for TANF, and other lower income public housing residents, as reflected in the attached Linkage/Collaborative Agreement Matrix and supporting letters of agreement.

The Allegheny County Housing Authority will utilize MET, Inc. as needed to establish and maintain collaborative relationships utilizing ACHA grants programs and in-kind resources to deliver program coordination, job training and employment opportunities for TANF welfare-to-work public housing residents over the life of the Groveton Village development.

Provider Experience (ACHA) is an affiliate agency of the Ohio Valley Housing-GP, Inc., one of the general partners to the Groveton Village development. The ACHA has focused its concern with resident empowerment, self-sufficiency, resident accountability and responsibility. The ACHA recognizes that the problems of public housing can only be solved with the active involvement and commitment of the residents. The following is a list of resident and community services that the ACHA currently participates in and/or funds. Collectively, these programs should verify the ACHA experience and ability to initiate, plan, fund, and support self-sufficiency initiatives that will benefit the Groveton Village JTTWP.

Community Leadership Development Institute/Management and Environmental Technologies – The Partnership Institute Program is targeted to public housing residents. The MET/CLDI Partnership Institute Program will have a development and training presence in three Allegheny County locations: 1) Hawkins Village, Rankin, PA 2) Hays Manor in McKees Rocks, and in the Old Alcoa Building in downtown Pittsburgh. The Institute was funded in August, 1999. Resident training and development activities include leadership, organizational, economic development, business, and self-sufficiency skills. Unrestricted in-kind resources will be shared with the Groveton Village Program.

Welfare to Work Advisory Committee – The ACHA has established a program with the Allegheny County Department of Human Services (ACDHS), the Allegheny Intermediate Unit, the United Way, and the Allegheny County Board of Assistance (ACBA) to reach out to welfare recipients who have not been successful in transitioning from welfare-to-work.

Resident Hiring – The ACHA is proactive in recruitment of residents for job openings. A Resident Training and Employment Coordinator assists the ACHA resident trainees with placement in a permanent position if the ACHA position is not permanent.

Transportation – The Transportation Consortium consists of the following agencies, organizations, and individuals: Housing, Human Service, Education, Transit Field, job developers and business owners. The Consortium works on developing and implementing solutions to transportation problems that are barriers to seeking or obtaining jobs.

Early Childhood Initiative (ECI) – The ACHA has entered into partnerships with daycare providers and several community resident organizations to provide community daycare facilities. Four centers have been funded by ECI and are operational. Residents work in the center and are being trained and certified in early childhood care.

Knowledge Connection Centers – The ACHA has opened six Knowledge Centers at public housing sites. The centers provide after school programs, tutoring and computer literacy skills, internet access and resume preparation assistance.

VISTA Americorps Program – The ACHA currently oversees an Americorps program that includes four residents who are VISTA volunteers. The volunteers provide community growth and empowerment services, and assist in the development and administration of the Knowledge Centers. Each VISTA volunteer receives the opportunity to attend the Dale Carnegie Course.

On-site Health Care Facilities – The ACHA currently has University of Pittsburgh Medical Center – Braddock health clinics at nine sites. The clinics provide assistance to residents in using medication, preventive care, and nutritional care. The family site clinics also provide pediatric services and parental health information.

Drug Elimination Program (DEP) – The ACHA currently funds DEP activities at three communities. The initiatives include improving security measures, and support of existing programs for youth and school age children.

Resident Owned Businesses – There are two resident owned businesses in operations. Ten McKees Rocks Terrace Residents have created a resident owned construction company through a partnership with a minority contractor. This business (Unified Builders) has already received several rehabilitation contracts through the ACHA. Unified Builders was created to take advantage of the new construction opportunities that are expected to be available as a result of the McKees Rocks Terrace Hope VI project.

The Sheldon Park/Park Apartments Resident Council operates a resident owned landscaping business that has been in operation for three years. The business employs approximately five residents and provides landscaping and snow removal services at Sheldon Park. This business was a result of the training provided to the resident council from funding through a Tenant Opportunities Program grant. This is a success story the ACHA would like to replicate at other ACHA sites.

Summer Fund Program/Year Round Program – This program is a partnership among the Pittsburgh Foundation, the ACHA, the Housing Authority of the City of Pittsburgh, ACDH, and the United Way. The program provides funding to resident councils to create, implement, govern, and operate programs that enhance the safety of children who live in ACHA communities. Programs include summer day camp or after school programs which emphasize tutoring, creative play, and learning skills. They include a cultural component. The supportive services programs are important family

stabilizers for parents who are either in training or employment.

Tenant Opportunities Program (TOP) – Two ACHA sites have received TOP grants. The grants have been used to start a resident business, create after school programs, enhance the organizational skills of the resident leaders, and to create resident programs. The ACHA is working with all of the resident leaders in order to ensure that they receive the appropriate training and assistance to submit TOP applications.

Economic Development Self-Sufficiency Grant (EDSS) – The ACHA received a $300,000 EDSS grant to implement Self-Sufficiency programs in the McKees Rocks Terrace community (Hope VI Site)

Home Ownership – The ACHA received $300,000 from the Pennsylvania Department of Community and Economic Development to create and implement a single-family homeownership program

Head Start Programs – ACHA operates Headstart programs in three communities.

Multiple resource sharing partners, program coordination, referral and follow-up will effectively link participating residents into meaningful job training and transitional assistance services in a comprehensive and cost-effective manner..

Groveton Village Needs Assessment Summary

The Groveton Village needs assessment was initiated in 1999. The assessment identified approximately 25 percent of Head of Household as active TANF/Transition-to-work residents. Of the twenty (20) TANF/Transition to Work residents, their status and/or obstacle to training and employment are as follows:

- Five (5) residents are participating in employment preparation activities,
- Four (4) residents have transportation needs
- Seven (7) residents stated a need for social services
- Six (6) residents require additional education and job training
- One (1) resident is enrolled in job training
- One (1) resident is enrolled in educational activities
- One (1) resident has completed job training activities
- Four (4) residents are completing business development skills
- Thirteen (13) residents report concerns pertaining to health care, sufficient education and health screening services.

The above is a summary report based on a needs assessment conducted with Groveton Village heads

of households. Since further needs assessments will include identification of other than head of household family members, and research studies document exceedingly high employment turnover among individuals transiting from welfare to work, we anticipate an increased demand for transitional assistance services which the Program will facilitate.

Program Goals

An important Program goal is to orient residents on training and work expectations and to coordinate referrals and relationship between residents and local service providers. As a result, the Program will provide supportive and referral services in support of this goal. These services will include but not be limited to counseling, coordination, referral, and follow-up services for low-income residents and their families. The major goal is to assist residents in gaining access to self-sufficiency training/employment, stabilizing their participation in education, training, employment and career mobility services so that they will eventually be able to successfully move both off Welfare and into affordable non-subsidized housing

Services to be Offered

The primary focus of the Program will be to provide services that will enable residents to prepare for, achieve, and retain employment. Program coordination, employment preparedness counseling, referral and follow-up will be the core services offered. Working closely with local service providers, the Program will concentrate on removing barriers to employment, job retention, wage increases/fringe benefits, and career mobility. The MET/CLDI collaborative and ACHA both have established linkages with government agencies and local community service providers that confirm the availability of quality job training and transition to work services. The attached matrix describes committed working relationships in areas consisting of education, skills & technology training, business development, job placement, transportation, driver education, and childcare services.

An internal program evaluation plan will be implemented to ensure that program and client goals are adhered to effectively. Quarterly program assessments will include feedback from participants, providers of service, and funding/resource benefactors. Evaluation instruments will include surveys, focus groups, random interviews and a suggestion box for anonymous input

Referrals will be made to job training and transitional assistance programs, especially those which the MET/CLDI collaborative have established relationships as shown in the attached matrix and letters of agreement. As needed and under the supervision of ACHA, MET will assist in providing core services of program coordination, referral and follow-up.

Expected outcomes include increases in wages and fringe benefits, upward career mobility, improved job retention, and increased employment.

Need for Program

Sixty-six (66) or ninety-three (96%) of the units at Groveton Village will be occupied by public housing tenants, in most cases the current residents of Groveton Village. According to the Allegheny County Housing Authority, approximately 25 percent of Groveton resident households receive public assistance. Moreover, Welfare-to-Work reports reflect data that shows welfare-to-work job turnover rate of approximately 40 percent within the first six months of employment. We can therefore assume program service demands will triple in that the 25 percent of TANF Heads of Household surveyed will increase based on a) additional family needs assessment findings b) and revolving reemployment service patterns (surface in recent report). Consequently, patterns show a revolving need for creative assistance to sustain training and job retention. Attention to such success benchmarks will require stronger and more concentrated attention on increased participant sustainability strategies by the Program over the life of the Groveton Village development.

Criteria to Determine Resident Eligibility to Participate

Following is a list of required eligibility criteria for Program participation:

- Participants must be referred from the County Board of Assistance or the Department of Human Services
- All Participants must be drug free
- Participants must adhere to appropriate dress attire, punctuality and attendance rules and regulations
- Priority will be given to TANF Job Training Transition to Work candidates and public housing residents receiving public assistance
- Unemployed, underemployed, temporarily employed, and seasonally employed residents will be given priority
- Residents must agree to participate in job training and employment preparation and in the establishment of an individualized development plan, which will be developed by the resident and the program staff.

Methods to Encourage Resident Participation

ACHA, MET and the Groveton Village Resident Council have agreed to jointly work together to enhance resident participation, self-esteem, and enthusiasm for successful Program outcomes. The Groveton Village Resident Council will engage in on-site resident self-sufficiency information sharing, peer-to-peer mentoring and problem solving.

Over the course of the development, residents will be encouraged to participate in the Program through a variety of mechanisms:

- The Groveton Village Program coordinator and Property Manager will both maintain suggestion boxes for job training and employment to offer input from resident and other community stakeholders within the development All new residents will be made aware of the Program during the resident orientation sessions. Constructive input from the resident suggestion boxes will be used to update management on issues , respond to resident concerns, and to share with other residents, new and upcoming job and training opportunities.

- Information on the Program will be posted in the Groveton Village community building, management office, and with the Resident Council. Information will be solicited from Program participants on new program offerings, special program features, and positive program outcomes.

Process for Implementing and Coordination of Services

ACHA will collect and disseminate pertinent information to residents, the County Assistance Offices and Department of Health and Human Services. The exchange of information will include but not be limited to TANF rules, regulations, opportunities and protocols.

ACHA will coordinate its activities with the Allegheny County Board of Assistance and Health and Human Services case managers.

The ACHA coordinator and County designees will interact and communicate regularly to keep abreast of administrative changes, resident progress, Agreement of Mutual Responsibilities benchmarks, unanticipated obstacles, corrective action and new opportunities.

ACHA will confer with The MET/CLDI Community self-sufficiency collaborative and its linkage partners that have signed mutual agreements of understanding. These attached agreement and letters of intent from local service providers, will serve to establish reliable communications, well throughout protocols and an advocacy relationship on behalf of program participants.
The ACHA, per the attached, has signed working agreements with the Department of Public Welfare, Allegheny County Department of Human Services and the Port Authority Transit. Such agreements confirm mutual goals and objectives, and provide assurance to participants that the holistic nature of services and accountability is consistent.

Specific coordination of service agreements include the Community College of Allegheny County, Goodwill Training and Employment Services, Three Rivers Employment Services, Inc., YWCA, Educational Data System, Inc., African American Chamber of Commerce, Focus on Renewal, Inc. and the Women Enterprise Center. In addition, listed herein are numerous private sector employers whom have agreed to participate in various aspects of our overall advocacy efforts, in addition to

hiring qualified residents, as job openings become available.

As reflected in the Linkage Matrix and supporting agreements, specific services to be delivered by local community service providers are basic adult education, Pre-GED, GED, and high school diploma, childcare, vocational/technology training, driver education, entrepreneurial development, job development/placement, re-employment, health, medical, family counseling/social services, personal/professional mentoring, and job/career counseling.

Transportation service coordination will take advantage of the ACHA working relationships with the Port Authority Transit (PAT) which includes improving bus service for Groveton Village residents. As a result, PAT provides mini-bus service which links Groveton Village to Robinson Town Center, the Pittsburgh Airport and employment centers in the western corridor of Allegheny County.

Frequency and Location of Services

Residents will access services through the Social Service Program Coordinator The Coordinator will provide bi-weekly on-site pre-scheduled services that will include orientation, counseling, and referral assistance. Off-site services will primarily consist of educational instruction, skills training, technology enhancement, childcare, and transportation. Service providers will determine the frequency of services based on specific program goals, objectives, and participants' availability The Groveton Village development will include a new community building that will be used to provide self-sufficiency and wrap-around social services.

A list of job training, transitional assistance and overall social service providers is attached as an appendix While many services are provided off-site, some providers may be able to bring services on-site to the Groveton Village community building.

In-Home Training and Social Services Opportunities

The Community College of Allegheny County and the Three Rivers Employment Program offer Distance Learning Education that enables students to study from home or their workplace

Sources of Funds

The cost for the Program will be funded through a variety of sources. Additional funds required to coordinate activities through the life of the program will be the responsibility of ACHA. Resources will be used for ongoing coordination/case management, on-site assessment counseling, referral and follow-up. Additional fund development may include grantsmanship activities facilitated by the ACHA, which has been successful in attracting self sufficiency resources

Marketing Plan

See enclosed sections on marketing from the Groveton Village Management Plan.

Commitment of Property Manager to Work With Residents

The Allegheny County Housing Authority (ACHA) is both the Property Manager and the provider of self sufficiency services at Groveton Village. As such, it is committed to working with the residents on their self sufficiency goals. See the enclosed letter of intent providing evidence of ACHA's commitment.

DIRECTOR OF HOUSING AND COMMUNITY SERVICES	DIRECTOR OF MAINTENANCE
|	|
PROPERTY MANAGER	MAINTENANCE SUPERVISOR

D. Marketing Effort

Marketing shall be continued according to the HUD-approved Affirmative Fair Housing Marketing Plan. In addition:

1. A project sign will be placed on the site indicating where to apply for occupancy.
2. Any future marketing brochures or newspaper advertisements used to fill vacancies will first be in compliance with HUD's Office of Fair Housing and Equal Opportunity.
3. Newspaper advertisements and community contact letters will be utilized for on- going outreach efforts to attract minority and persons with disabilities.
4. Prospective applicants will be referred to the on-site Rental Office or the ACHA Central Intake Office where income and related information is placed on preliminary application forms.
5. Residents and prospective residents are advised of their right to request a reasonable accommodation if any unusual adaptations, modifications or additions are required in their living quarters while residing at Groveton Village. This is done in order to comply with the Americans With Disabilities Act and 504 regulations.

E. Procedures for Resident Eligibility

1. The Agent shall preliminarily interview each prospective resident in order to determine if he or she is eligible for occupancy based on applicable governing rules and regulations of HUD and PHFA.
2. Income and asset verifications shall be made by obtaining 3rd party statements from employers, banks, the Social Security Administration, the Veterans Administration and any other appropriate source. These, as well as all other pieces of documentation required for processing an application, such as disability/medical expenses, Statement of Disposal of Assets, Authorization for Release, Initial Notice of Recertification, Social Security Number, Proof of Age, Application, Home Visit, Credit Report, Landlord Verification, Criminal

Community Leadership Development Institute
Linkage/Collaborative Service Matrix

TYPE OF SERVICE	A	B	C	D	E	F	G	H	I
JOB READINESS & PLACEMENT									
Outreach & Recruitment	X								
Assessment & Service LNG *	X								
Job/Career Counseling*					X				X
Job Search Skills*					X				X
Job Development and Placement*			X	X	X		X	X	
Orientation New Technology*			X		X				X
BUSINESS & ENTREPENURSHIP EDUCATION									
Workshop Series on Workforce Diversity Values/Ethics/ Situation Behavior	X								
Entrepreneurial	X								
Leadership Skills Training	X								
Work Experience							X		
BASIC EDUCATIONAL SERVICES									
Literacy/ESL/Remediation				X					
Classroom Vocational/Occupational				X					
Basic Adult Education: Pre-GED, GED				X			X		
Vocational /technology			X	X			X	X	X
SUPPORT/JOB RETENTION SVS.									
Transportation						X			
Child Care						X	X		
Case Management*	X								
Personal/Family Counseling	X								
Information & Referral	X								
Peer Role Model Mentoring	X								
Medical & social service						X			
Reemployment*					X	X	X		X
Driver Education							X		
Mentoring Personal & Professional		X							

KEY

A Comm. Leadership Development Institute, Inc	F Focus on Renewal, Inc
B African American Chamber of Commerce	G Goodwill Training and Employment
C Allegheny County Housing Authority	H Three River's Employment Services, Inc
D Community College of Allegheny County	I YWCA = Training, Inc
E Educational Data Systems, Inc	J Women Enterprise Center

ALLEGHENY COUNTY HOUSING AUTHORITY
FIDELITY BUILDING
341 FOURTH AVENUE PITTSBURGH PA 15222
(412) 355-8940 FAX (412) 355-6954
TDD Occupancy (412) 355-2179

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THOMAS S. NETZER
MIKA DUNCAN

EXECUTIVE DIRECTOR
FRANK AGGAZIO

EXECUTIVE:FA:aew
October 8, 1999

Dr. Brenda K. Mitchell
Management and Environmental Technologies
The Bank Tower Building
307 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell:

This letter is in response to your request that we contribute in-kind resources with the Partnership Institute Program.

We have reviewed your request and agree to contribute recently acquired resources in the form of transportation services for public housing residents who are engaged in training and employment, We also agree to share classroom space at Hawkins Village and Hays Manor public housing sites. In addition, based on our program design, we will contribute staffing support associated with technology training, employment preparedness, and job placement services for public housing resident enrollees.

As you continue your resource development and grantsmanship efforts, please keep us informed so that a schedule for utilizing the above resources can be established.

We are impressed with the Partnership Institute Program goals as well as your efforts and commitment. We look forward to a productive and successful working relationship.

Sincerely,

Frank Aggazio
Executive Director

AN EQUAL OPPORTUNITY EMPLOYER

CCAC COMMUNITY COLLEGE OF ALLEGHENY COUNTY

COLLEGE OFFICE

800 ALLEGHENY AVENUE
PITTSBURGH PA 15233-1895
(412) 323-2323

September 20 1999

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute
303 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell:

Our meeting regarding the planned activities of the Community Leadership Development Institute was most rewarding. We serve similar populations and are both committed to assisting our clients to self-sufficiency.

As I mentioned, our major services include job-related education, credit and non-credit, traditional and fast-paced modes, assessment and learning support services, pre-GED, GED, and basic skills instruction, workshop and seminar development, and workforce development training. We have an extensive menu of leadership skills training.

Eligibility criteria are varied the college's students benefit from a range of federal, state and local funding streams including the use, in some cases, of college operating funds or scholarship opportunities to enable our students to take advantage of our outcomes-based, quality and affordable education. I would be hard-pressed to find a student who would claim he or she did not attend the college because they could not afford it. We have scholarships for the recent high school graduate and the returning adult.

We are interested in establishing a working relationship with Community Leadership Development Institute, Inc to receive referrals and provide services to your program participants.

We assess our programs for effective and appropriate outcomes, including job placement, job enhancement, and successful transfer to a four-year institution.

Our signatures below represent a mutual interest to work together in the delivery of services as appropriate. We look forward to further discussions of programmatic details and referral procedures.

Dr. James C. Holmberg
Vice President
Academic & Student Services
CCAC

Dr. Brenda K. Mitchell
Managing Partner
Community Leadership
Development Institute, Inc

Training, Inc.

A UNIQUE APPROACH TO JOB TRAINING, OFFERED BY THE YWCA OF GREATER PITTSBURGH, AFFILIATED WITH THE TRAINING, INC NATIONAL ASSOCIATION

October 10, 1999

Dr Brenda Mitchell
Community Leadership Development Institute
303 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr Mitchell

Thank you for coming to talk with our staff and sharing the work of the Community Development Institute We are pleased to learn that we serve similar populations and are committed to assisting in the development of self-sufficiency As mentioned, our major services are preparing individuals for work in business offices with special focus on computer skills, life management techniques and professional style

In order to be eligible, our applicants need to test at eighth grade reading and seventh grade math skill level We prefer a high school diploma or GED, but that is not necessary However, it is required that an individual obtain a GED before graduation

We are interested in establishing a working relationship with your organization to receive referrals and provide services to your program participants

As mentioned in our conversation, we have been serving the greater Pittsburgh community since January of 1988 and have maintained an average of 85% retention to graduation, 76% placement and 82% of those placed have sustained employed a year later

Our signatures below represent a mutual interest to work together in the delivery of services as is appropriate We look forward t further discussions pertaining to programmatic details and referral procedures

Shirley Mueller
Director
YWCA Training, Inc

Dr Brenda Mitchell
Managing Partner
Community Leadership Development
Institute, Inc

THREE RIVERS EMPLOYMENT SERVICE, INC
100 COLUMBUS AVE, R.J. CASEY INDUSTRIAL PARK
PITTSBURGH, PENNSYLVANIA 15233
(412)323-0100 FAX (412)323-8433

POOR ORIGINAL

August 19, 1999

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Corporation
307 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell:

It was a pleasure discussing our mutual program goals relative to providing services to low income and disadvantaged residents in Allegheny County. As you know, we have been in business since 1987 and have contracts from both the public and private sector to provide education, training and job placement services.

We are interested in establishing a working agreement to provide our services to your program and targeted clientele in the areas of Customer Service, Introduction to Computers and Office Technologies 2000 job specific skills training. Our job placement rate averages 84% with a job retention rate of 78%.

It may be important to mention that we have a distance learning video conferencing site in McKees Rocks Borough with state of the art capability for the delivery of basic education and high school diploma success. Through train the trainers and/or direct services to students, we will assist you in providing job readiness, job specific skills training and job placement services over the anticipated two year program period. Establishment of referral services and service delivery procedures may be initiated during your program startup phase.

Specific services will be provided utilizing our basic program services and standard intake criteria. The cost of equipment, special supplies and telephone installations for distance learning at your sites is the responsibility of the Community Leadership Development Institute, Inc.

Our signatures below, represent a mutual interest to jointly work together in the delivery of education, job specific skills training and employment services to your Partnership Institute Program.

Dr. Wilma Carter
Executive Director
Three Rivers Employment Service, Inc.

Dr. Brenda K. Mitchell
Managing Partner
Community Leadership Development
Institute, Inc.

goodwill INDUSTRIES OF PITTSBURGH

Serving Special Needs Of People Through Evaluation, Training, Sheltered Employment and Placement

vill Industries
burgh
N East Carson Street
ittsburgh, Pennsylvania 15203
(412) 481-9005
(412) 481-3668 FAX

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ONI WESTON
AY D. ZELEZNIAK

HONORARY LIFE MEMBERS
ONALD C. BURNHAM
LLIOTT W. FINKEL

AFFILIATES

Goodwill Industries of
Fayette County
1046 Connellsville Street
Uniontown, Pennsylvania 15401

Goodwill Industries of
North Central West Virginia
3600 Greenbag Road
Morgantown, WV 26505

Goodwill Plaza, Inc.
900 Street
Pennsylvania 15204

oodwill Villa, Inc.
137 McMillen Street
Bridgeville, Pennsylvania 15017

Goodwill Manor, Inc.
501 McMillen Street
Bridgeville, Pennsylvania 15017

September 21, 1999

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute
303 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell,

I enjoyed meeting with you last Friday and learning about the objectives of the Community Leadership Development Institute and its potential impact on the resident leadership of the five targeted communities. Like the CLDI, Goodwill is committed to assisting people with barriers to employment in achieving self-sufficiency. As we discussed, Goodwill has the following services available

Objective Assessment (academic, vocational interest/aptitude, and career exploration)
Driver's Education
Child Care (ages six weeks through pre-school)
Work Experience in the areas of clerical, human service aide, child care worker, retail store clerk, janitor/housekeeper, accounting clerk, maintenance worker, food service worker, mailroom assistant, computer recycling center technician, production worker, material handler, receptionist, and *switchboard operator*
Adult Basic Education and GED Preparation
Vocational Training in the areas of Data Entry, Banking Fundamentals, Customer Service and *Family Day Care Operator*
Job Placement Assistance

We are most interested in establishing a working relationship with your organization to receive referrals and to provide services for your program participants. For the proposed services, the outcomes include: achievement of educational goal such as receiving a driver's license or attainment of GED, employment and long-term job retention, and an improved quality of life for the participants.

Our signatures below represent a mutual interest in working together in the delivery of services, as appropriate. We look forward to further discussions regarding programmatic details and referral procedures.

Ella Holsinger, Associate Vice President for Human Services, Goodwill Industries — Date: 9-21-99

Brenda K. Mitchell — 9-21-99

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute, Inc — Date

"The official registration and financial information of Goodwill Industries of Pittsburgh may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement."
Goodwill Industries of Pittsburgh is an agency related to The United Methodist Church

Educational Data Systems, Inc.
ISO 9001 Registered

Three Parklane Boulevard, Suite 701 West, Dearborn, Michigan 48126
Phone (313) 271-2660
Fax (313) 271-2698

September 20, 1999

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute
307 Fourth Avenue, Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell:

It was a pleasure to spend some time with you last Friday. Speaking with you and learning about the Community Leadership Development Institute was very rewarding in that we serve similar populations and are committed to assisting with self-sufficiency. As I mentioned, our primary services at the Reemployment Transition Center are Job Preparedness/ Job Development/Job Placement and Job Retention. We have served more than 2000 dislocated and underemployed workers and TANF and food stamp recipients over the past five years through contracts that we hold with the Pittsburgh Partnership and the Welfare Department.

We are interested in establishing a working relationship with your organization to receive referrals and provide services to your program participants. The costs involved for our services would be performance based. For example, for each enrollment into our program we would receive $200.00. Each enrolled participant would be provided with a resume, personally developed cover letter, and list of professional and personal references. The participant would have an employment advisor and job developer assigned to him or her who would actively develop job leads related to the job specific skills the Community Leadership Development Institute will have provided. The second payment of $800.00 would be paid when a participant accepts a job paying $7.50 - $8.00 per hour.

Our signatures below represent a mutual interest in working together in the delivery of the services described above. We look forward to further discussions pertaining to programmatic details and referral procedures.

W. Robert Schnieders, President
Educational Data Systems, Inc.

Brenda K. Mitchell

Dr. Brenda K. Mitchell
Managing Partner
Community Leadership Development
Institute, Inc.

FOR
STEP ROCK
NEIGHBORHOOD CORPORATION

COMMUNITY CENTER
TRANSPORTATION SERVICES
FAMILY HEALTH CENTER
FAMILY SERVICES CENTER
FOOD SERVICES
CHILDCARE CENTER
ADMINISTRATION
NEIGHBORHOOD CREDIT UNION
SENIOR CITIZENS MEALS & MORE

701 Chartiers Avenue
McKees Rocks, PA 15136
(412) 771-4480
Fax. (412) 771-2044

September 30, 1999

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute
303 Fourth Avenue, Suite 507
Pittsburgh, PA 15222

Dear Dr. Mitchell:

The Community Leadership Development Institute's commitment to helping disadvantaged individuals discover the benefits of self-sufficiency is a goal that is shared by Focus on Renewal, Inc. Focus on Renewal, Inc. would like to establish a working relationship with your organization to receive referrals and to provide services to your program participants. Our only requirement for eligibility is that your participants live within the McKees Rocks area and are committed to making a positive change in their lives.

Focus on Renewal, Inc., provides medical and social services to the residents of the McKees Rocks area. We operate a full service primary healthcare center, daycare centers, a library and also provide transportation through our ACCESS program to senior citizens and the physically challenged. As a partner in the WELFARE TO WORK Collaborative, we also are able to provide Employer Expectations and Job Performance training, Banking Fundamentals for the financial services sector, training in Medical Billing, Introduction to Computers and the Internet, and A+Certification.

Focus on Renewal, Inc. is looking forward to working together with the Community Leadership Development Institute, Inc. to mutually deliver services to our shared clients. Our signatures below represent our mutual interest in working together and delivering services as appropriate.

Regina Ayers
Executive Director
Focus on Renewal, Inc.

Dr. Brenda K. Mitchell
Managing Partner
Community Leadership
Development Institute, Inc.

POOR ORIGINAL

AFRICAN AMERICAN CHAMBER OF COMMERCE
OF WESTERN PENNSYLVANIA

September 16, 1998

Dr. Brenda K. Mitchell, Managing Partner
Community Leadership Development Corporation
307 Fourth Avenue, Suite 301
Pittsburgh, PA 15222

Dear Dr. Mitchell

It was a pleasure meeting with you and learning about the Partnership Institute Program and your interest in our working with you to implement your Mentor Protegé program. As you know, the goal of the African American Chamber of Commerce I to provide access and opportunities for African American businesses and professions with the ultimate aim of achieving parity with the area's majority owned businesses.

We are extremely interested in establishing a mentor protegé relationship with your program, in that we have over 125 members and a database of organization that can be drawn on to provide business consulting, mentoring and training for your program. It may be important to mention that there are over 1,500 African American businesses in Western Pennsylvania, and if you add African American professionals onto that, our potential resource referral bank to your program assist as volunteer mentors is well over 3,500.

We are pleases to establish a mentor protégé referral agreement with your program. Recognizing that you're a not-for-profit- corporation, we agree to assist you in establishing a volunteer mentor protégé referral system targeted to the identification of experienced business owners who will provide in-kind services such as business tutoring, mentoring, business exposure opportunities, guest speakers for classroom instructions and community business training seminars. These services based on your estimated $60 per hour consulting costs will contribute approximately 167 consulting service hours valued at an in-kind contribute of approximately $10,000 over tow years

We will also participate and assist you in recruitment of paid consultants to serve as classroom instructors, and business plan development specialist.

Our signature below represents a mutual intent to jointly work together in delivery of business development services

Doris Carson Williams, President
African American Chamber of Commerce

Brenda K. Mitchell, Managing Partner
Community Leadership Development Institute, Inc

425 Sixth Avenue • 6th Floor • Pittsburgh, PA 15219-1811 • 412/392-0610 • Fax 412/392-0612

WOMEN'S ENTERPRISE CENTER
901 Western Avenue ▲ Pittsburgh, PA 15233 • 412 321-5660 Fax 412 321-5673

October 18, 1999

Ms. Kim Jefferson, Chairman
Community Leadership Development Institute
307 Fourth Street
Suite 501
Pittsburgh, PA 15222

Dear Ms. Jefferson:

It was a pleasure meeting with you and discussing the mission of the Community Leadership Development Institute. The vision to revitalize the communities of Braddock, Clairton, Duquesne, McKees Rocks and Rankin, is truly exciting.

The goal of the Women's Enterprise Center's SBA funded program is to work with aspiring and established women entrepreneurs. We will be providing them with technical assistance, networking opportunities, training in a variety of subjects as well as coaching and counseling. As our organization continues to grow, we will be expanding our services.

Participating in your resource development efforts would be mutually beneficial. To help grow and maintain women owned businesses would ultimately benefit the communities in the Southwestern Pennsylvania area.

Sincerely,

Chloe' Velasquez

Chloe' Velasquez
Executive Director

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
AND
THE ALLEGHENY COUNTY HOUSING AUTHORITY

This agreement outlines procedures by which the two identified entities will work in a collaborative way to maximize benefits to families to ensure their success in achieving self-sufficiency.

The Allegheny County Department of Human Services will.

1. Provide eligible services in a timely and accurate manner.

2. Provide eligible special allowances for child care, transportation and other work related expenses, where appropriate.

3. Provide eligible job search assistance either through in-house services or through a contractor, as appropriate.

4. Provide eligible educational/training programs, as appropriate.

5. Assign staff to workgroup activities to ensure that self-sufficiency plans of the Allegheny County Department of Human Services and the Allegheny County Housing Authority are coordinated to support the clients' success.

6. Provide training to Housing Authority staff in all eligible programs with particular emphasis on Temporary Assistance for Needy Families (TANF), special allowances, employment and training programs, and supportive services.

7. Assign specific Allegheny County Department of Human Services staff to work with Allegheny County Housing Authority staff on the development of self-sufficiency plans for Allegheny County Housing Authority residents.

8. Share information, with client's consent, that is necessary to achieve an effective plan for self-sufficiency, provide ongoing status information.

9. Assist Allegheny County Housing Authority staff in making presentations to residents to help them achieve a better understanding of the coordinated efforts of the Allegheny County Department of Human Services and the Allegheny County Housing Authority.

10. Assist in the recruitment of participants for the Allegheny County Housing Authority education/training for job programs.

11. Provide guidance to the Allegheny County Housing Authority to ensure that their employment/training and job search programs are in compliance all federal and state agency regulations.

12. Coordinate with other community agencies and programs to bring them to the table to assist the Allegheny County Housing Authority in effective planning for its residents, especially in the area of drug and alcohol treatment, child care, parenting, employment and training, jobs, transportation literacy, etc.

13. Assist in media releases to achieve recruitment and to keep the community informed of the commitment of the two entities to work collaboratively to help ensure client success.

The Allegheny County Housing Authority will:

1. Coordinate all appropriate employment and self-sufficiency programs with the Allegheny County Department of Human Services with an emphasis on current programming (Family Self-Sufficiency, HOPE IV supportive services and economic development programs).

2. Orient assigned Allegheny County Department of Human Services staff on Allegheny County Housing Authority policies, and on the goals of HOPE IV.

3. Identify and provide sites for the Allegheny County Department of Human Services staff to conduct presentations on programs, benefits, and orient Allegheny County Housing Authority staff and agents of The Allegheny County Housing Authority on reporting mechanisms.

4. Work with the Allegheny County Department of Human Services to design coordinated information exchange system, that includes clear procedures for client consent for ongoing reporting.

5. Conduct joint presentations with the Allegheny County Department of Human Services and any other relevant public or private partners for mutual clients to help them achieve a better understanding of coordinated benefits.

6. Assign staff or agents of Allegheny County Housing Authority to work with the Allegheny County Department of Human Services staff to design resident self-sufficiency plans and coordinate necessary interventions.

7. Assign staff or agents of Allegheny County Housing Authority to implement the goals of HOPE VI and develop necessary work groups designed to further mutual goals of both agencies and any other relevant partners.

8. Notify the Allegheny County Department of Human Services of any relevant organizational or procedural changes in a timely fashion.

The Allegheny County Housing Authority recognizes the need for ongoing policy discussions in the area of employment and resident self-sufficiency. In particular, the Allegheny County Housing Authority Board will provide directives to guide the development of new programs, expansion of existing ones, and the institution of new systems to further agency goals. To that end, the Allegheny County Housing Authority will request suggestions from the Allegheny County Department of Human Services on relevant Allegheny County Housing Authority policy initiatives and will seek to solicit such in the hope that this will be a reciprocal relationship.

The Allegheny County Housing Authority further specifies an annual review of this agreement to evaluate, amend, or strengthen this relationship.

ALLEGHENY COUNTY HOUSING AUTHORITY

By: _____ Date: 5/26/95

Name: Frank Aggazio

Title: Executive Director

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

By: _____ Date: 5/24/95

Name: Marc Cherna

Title: Director

MEMORANDUM OF UNDERSTANDING
Dated as of the 17th day of May 1999

It is the intention of the undersigned to proceed with the steps necessary to create a partnership between the Allegheny County Housing Authority (ACHA) and the National Foundation for Teaching Entrepreneurship (NFTE) to develop programs for the residents of Groveton Village, a public housing development, located in the Robinson Township. This agreement includes, but is not limited to, the following activities:

1. Designate a working group consisting of representatives from ACHA, NFTE and various other organizations to implement and be responsible for the overall policy and direction of entrepreneurship development at Groveton Village.

2. Prepare and adopt a cooperation agreement between the ACHA and NFTE, which specifies the contractual roles and responsibilities of each with specific task, project timetable and funding.

3 It is agreed by the parties that any public announcement of these activities shall be made jointly by all the undersigned parties.

4. NFTE agrees to provide an opportunity to the residents of Groveton Village to pursue economic self-sufficiency in the form of Entrepreneurship Development. This shall include, but not be limited to, a structured program of not less than 50 hours of entrepreneurial training, provide training materials, funding for program, NFTE Graduate Services, venture capital grants and other supportive services.

5 ACHA agrees to provide a training classroom for the residents of Groveton Village to pursue economic self-sufficiency for NFTE to conduct Entrepreneurship Development. ACHA shall assist in identifying funding resources, venture capital grants and provide assistance to NFTE in developing this program at Groveton Village and at other ACHA communities.

The undersigned represent the Allegheny County Housing Authority and the National Foundation for Teaching Entrepreneurship. The working group will be responsible for the overall planning and implementation of the project.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

Chris Meenan, Director-Pittsburgh Division
National Foundation for Teaching Entrepreneurship

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALLEGHENY COUNTY BOARD OF ASSISTANCE
AND
THE ALLEGHENY COUNTY HOUSING AUTHORITY

This agreement outlines procedures by which the two identified entities will work in a collaborative way to maximize benefits to families to ensure their success in achieving self-sufficiency.

The Allegheny County Assistance Office will:

1. Provide eligible benefits in a timely and accurate manner.

2. Provide eligible special allowances for child care, transportation, and other work-related expenses.

3. Provide eligible job search assistance either through in-house services or through a contractor, as appropriate.

4. Provide all eligible educational/training programs, as appropriate.

5. Assign staff to workgroup activities to ensure that self-sufficiency plans of the Allegheny County Assistance Office and the Housing Authority are coordinated to support the client's success.

6. Provide training to county Housing Authority staff in all eligible programs with particular emphasis on Temporary Assistance for Needy Families (TANF), special allowances, employment and training programs, Child Care Works, Extended Medical Care, and supportive services.

7. Assign specific Income Maintenance Casework staff to work with the County Housing Authority staff on the development of self-sufficiency plans.

8. Share information, with client's consent, that is necessary to achieve an effective plan for self-sufficiency, provide ongoing status information.

9. Assist County Housing Authority staff in making presentations to County Housing Authority residents to help achieve a better understanding of the coordinated efforts of the Allegheny County Assistance Office and the County Housing Authority.

10. Assist in the recruitment of participants for County Housing Authority education/training for job search programs.

11. Provide guidance to the Housing Authority to ensure that their employment/training and job search programs are in compliance with Road to Economic Self-Sufficiency and Employment Through Training (RESET) requirements.

12. Coordinate with other community agencies and programs to bring them to the table to assist the County Housing Authority in effective planning for its residents, especially in the area of drug and alcohol treatment, child care, employment and training, jobs, transportation, literacy, etc.

13. With client consent, notify the County Housing Authority of significant changes in participant status within five days.

14. Assist in media releases to achieve recruitment and to keep the community informed of the commitment of the two entities to work collaboratively to help ensure client success.

The Allegheny County Housing Authority Will:

Coordinate all appropriate employment and self-sufficiency programs with the County Assistance Office with an emphasis on current programming (Family Self Sufficiency program, HOPE VI supportive service and economic development programs)

Orient assigned County Assistance staff on ACHA policies and goals of HOPE VI developments.

Identify and provide sites for County Assistance Office staff to conduct presentations on programs, benefits, and orient ACHA staff and agents of the Authority on reporting mechanisms.

Work with County Assistance Office to design coordinated information exchange system, that includes clear procedures for client consent for ongoing status reporting and individual child care, transportation, other work related allocations.

Conduct joint presentation with County Assistance Office and any other relevant public or private partners for mutual clients to help them achieve a better understanding of coordinated efforts.

Assign staff or agents of the Authority to work with Income Maintenance Casework staff to design resident self-sufficiency plans and coordinate necessary interventions.

Assign staff or agents of the Authority to implement the goals of HOPE VI Revitalization Plan and develop necessary work groups designed to further mutual goals of both agencies and any other relevant partners.

Notify the County Assistance Office of any relevant organizational or procedural changes in a timely fashion.

ACHA recognizes the need for ongoing policy discussions in the arena of employment and resident self-sufficiency. In particular the Allegheny County Housing Authority Board will provide directives to guide the development of new programs, expansion of existing ones, and the institution of new systems to further its goals. To that end ACHA will requests suggestions from ACBA on relevant ACHA policy initiatives and will seek to solicit such in hope that this will be a reciprocal relationship

ACHA further specifies an annual review of this agreement, to evaluate, amend or strengthen this relationship

WITNESS:

/s/ Philip Manion

ALLEGHENY COUNTY HOUSING AUTHORITY

By /s/ Edward R. Jagnandan
Name: Edward R. Jagnandan
Title: Executive Director

WITNESS:

/s/ Philip Manion

ALLEGHENY COUNTY BOARD OF ASSISTANCE

BY /s/ Claire Morrison
Name: Claire Morrison
Title: Executive Director

PORT AUTHORITY

DEDICATED TO
A GOLD STANDARD
OF SERVICE

June 21, 1999

Mr. Frank Aggazio
Executive Director
Allegheny County Housing Authority
341 Fourth Avenue
Pittsburgh, PA 15222

Dear Frank:

We are pleased to inform you that the Community Transportation and Employment project submitted to the Department of Transportation, Federal Transit Administration for consideration in the Job Access/Reverse Commute competitive grant program has been selected for funding. Port Authority received written notification on June 15, 1999 of a $1 million dollar federal grant award.

The grant award of $ 1 million dollars fell short of the federal funds needed to implement the entire project. It is our recommendation that the federal funds as well as all local match funds be invested in the Mon Valley portion of the project. The comprehensive strategies outlined in this project will address a myriad of needs in the Mon Valley region. Port Authority and the Heritage Health Foundation will begin to aggressively pursue an early September implementation of these expanded transportation services.

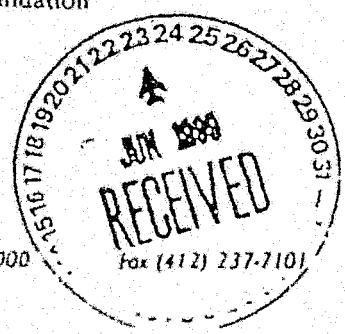
The input and support of your organization and staff was instrumental in the development of the project. The financial commitment of the Allegheny County Housing Authority in local match dollars was a key component to our favorable award. Port Authority will be working with the Federal Transit Administration over the next couple of weeks to complete requirements necessary to receive grant monies. As a financial partner it is imperative we work together and begin to outline the process to instate the local resources committed to this initiative. Ms. Christine McSorley, Port Authority's project manager, will contact you to discuss the next steps.

Again, we thank you and your staff for continued leadership in this initiative and feel confident that through our continued collaborative efforts we will be successful in addressing changing needs in our communities.

Sincerely,

Paul P. Skoutelas
Port Authority

Robert M. Grom
Heritage Health Foundation



Port Authority 2235 Beaver Avenue Pittsburgh, PA 15233-1080 (412) 237-7000 Fax (412) 237-7101

gregg services

May 26, 1999

Mr. Bert Lauble
Bert Lauble Realty
105 Fall Run Road
Pittsburgh, PA 15221

Dear Mr. Lauble,

We are in receipt of your correspondence of May 20, 1999 and would like to express our interest in further discussing the various governmental subsidies available to employers providing employment to certain eligible residents of public housing.

As we discussed, Industrial Employees, Inc., is a staffing agency which places security and general hourly staff personnel with companies located in Western Pennsylvania. IEI employees are typically assigned to positions which provide wages in the range of $8.50 to $10.50 per hour. IEI employees are often hired full time by the companies utilizing IEI services.

We would welcome the opportunity to investigate the possibility of working with Allegheny County Housing Authority, the residents of Groveton public housing community, and Mr. Ron Quinn, County of Allegheny - Department of Human Services - Office of Community Services, to customize a worker training program for our firm.

Sincerely,

John R. Gregg

cc: Walter MacFann, HOPE VI Director - ACHA

gregg services, inc.
industrial employees, inc.
gregg staffing services, inc.
gregg protection services, inc.

626 east pittsburgh plaza
east pittsburgh, pa 15112-1205

phone 412.829.2600
fax 412.829.2732
information@greggservices.com



United Way

The best investment in your hometown

United Way of
Allegheny County
One Smithfield Street
P O Box 735
Pittsburgh PA 15230-0735
Phone 412/261-6010
FAX 412/394-5376

May 13, 1999

Dr Brenda K Mitchell
Management and Environmental Technologies, Inc
The Bank Tower
207 Fourth Avenue Suite 501
Pittsburgh, PA 15222

Dear Dr. Mitchell:

Thank you for providing an overview of the Sanders Task Force Request for Proposal on the Partnership Institute. Your draft executive summary response and your ability to attract matching funds from the Allegheny County Housing Authority appears compatible to the Sanders RFP guidelines. We too are interested in programs that teach leadership and self-sufficiency skills to low income populations.

We are very interested in working with you, the public housing residents and other community stakeholders which will be appointed to the not-for-profit Board of Directors. Your request that we serve as the fiduciary as well as serve on the Board of Directors is under consideration and will be put in writing to you this week.

Again, thank you for seeking us out as community partners. We look forward to a meaningful relationship.

Sincerely,

Claire Morrison
Associate Executive
Community Investments

The official registration and financial information of United Way of Allegheny County may be obtained from the PA Department of State by calling toll free within Pennsylvania, 1-(800) 732-0999. Registration does not imply endorsement.

Lang Machinery Company, Inc.

*One Lewis Avenue, Groveton * P.O. Box 167 * Coraopolis Pennsylvania 15108 *
Email: LangMchy@AOL.com Telephone 412-262-0999
Facsimile 412-262-3406

May 25, 1999

Bert Lauble Realty
105 Fall Run Road
Pittsburgh PA 15221

Re: Employment Opportunities at Lang Machinery Co., Inc. in Coraopolis, PA

Dear Mr. Lauble,

We are in receipt of your correspondence of May 20, 1999 and would like to express our interest in hiring residents of the Groveton public housing community.

As we discussed, we are currently attempting to hire secretarial, bookkeeping and shop staff.

We are not interested in utilizing governmental subsidies directly, but would encourage Allegheny County Housing Authority to provide candidates, for the available positions mentioned above, with basic work skills so that they are prepared for training at Lang Machinery Company.

Sincerely,

Charles J. Lang

Charles J. Lang
President

CLIFTON STEEL COMPANY

2066 ENTERPRISE PARKWAY
TWINSBURG, OHIO 44087-2206
TELEPHONE 330/425-3111
FAX 330/425-4077

May 25, 1999

Bert Lauble Realty
105 Fall Run Road
Pittsburgh, Pennsylvania 15221

Dear Mr. Lauble:

We are in receipt of your correspondence of May 20, 1999 and would like to express our interest in further discussing the various governmental subsidies available to employers providing employment to certain eligible residents of public housing.

As was discussed, a Clifton Steel Company subsidiary is currently evaluating an expansion of operations in the Western Suburbs of Pittsburgh, Pennsylvania. This expansion would involve the creation of forty (40) jobs paying approximately $9.75 per hour. Our decision to expand in the Pittsburgh area would be positively impacted should the appropriate worker training programs be available to Clifton, or its assigns.

In summary, we would be interested in understanding how Mr. Ron Quinn, County of Allegheny-Department of Human Services-Office of Community Services, would customize a worker training program for our firm.

Very truly yours,

CLIFTON STEEL COMPANY

Bill Neides
President

BN/rdn
cc: Walter MacFann, HOPE VI Director-ACHA

WTW/SPOC/MIA REFERRALS
ALLEGHENY COUNTY WILKINSBURG REGIONAL SERVICE CENTER

DIRECT SERVICE TEAM - WILKINSBURG

Contact Person Phone FAX	Rachel Hairston (412) 243-4006 X 175 (412) 243-5165
Service Administrator Phone	Renee Rose (412) 243-4006 X 166
Vocational Counselor Phone	Vacant (412) 243-4006 X177
Support Services Counselor Phone	Bonnie Rose (412) 243-4006 X 165
Case Manager Phone	Gladys Simpson (412) 243-4006 X 176
Welfare Coordinating Case Manager Phone	Eve McClain (412) 243-4006 X 172
Host Organization Address	Hosanna House, Inc. 807 Wallace Avenue Wilkinsburg, PA 15221
Contact Person Phone FAX	Lawson Shaw (412) 243-4006 X 167 (412) 243-5165
Services Provided	*Recruitment *Orientation * Initial Assessment *Objective Assessment *Life Skills *ABE/GED Preparation *Job Readiness *Work Experience *Subsidized Employment *Job Search *Job Placement *Job Retention *Vocational Training *Case Management *Job Coaching *Supportive Services *Post Placement Follow-up Services

Regional Service Center Partners

Training & Education

Forbes Road East Vocational School	GED classes Remediation Services
Three Rivers Employment Services	Vocational Classes Medical Coding Medical Billing Computer Repair Office Technology Banking Fundamentals

Support Services

Whales Tale	Short & long term needs for D&A Mental Health Counseling Needs
Wilkinsburg Family Health Center	Health Screenings Physicals
Wilkinsburg Family Support Center	Parenting Education Child Development Home Visits Wellness Screening Drop In Child Care Nutritional Classes
Women, Infant and Children (WIC)	Nutritional Services

Hours of Operation

Monday, Wednesday, Friday	8:30 a.m. – 4:00 p.m.
Tuesday, Thursday	8:30 a.m. – 8:00 p.m.
Saturday	10:00 a.m. – 3:00 p.m.

Hours will be expanded to additional evenings as needed

WTW/SPOC/MA REFERRALS
ALLEGHENY COUNTY PITTSBURGH REGIONAL SERVICE CENTER

DIRECT SERVICE TEAM, PITTSBURGH

Contact Person Phone FAX	Dobie Ballard or Richard Galinowski (412) 255-1166 (412) 255-1167 (412) 391-0956
Service Administrator Phone	Carol Veal (412) 255-1171
Vocational Counselor Phone	Mary Pat Leach (412) 255-1168
Supportive Services Counselor	Vacant
Case Manager Phone	Sharon Mikrut (412) 255-1173
Welfare Coordinating Case Manager Phone	Malcom Clark (412) 255-1169
Host Organization Address	YWCA of Greater Pittsburgh YWCA Downtown Center 305 Wood Street Pittsburgh, PA 15222
Contact Person Phone FAX	Ursula Heyl (412) 255-1176 (412) 281-5682
Services Provided	*Recruitment *Orientation, Initial Assessment *Objective Assessment *Job Readiness *Adult Literacy & GED Preparation (offered on site & in McKees Rocks through Focus on Renewal) *Computer Literacy *Access to various vocational training *Driver's Education *On-site short term training 1) Training Includes Word Processing Spread Sheets/Accounting Data entry 2) Customs Service Training Job Placement Job Retention Support Services Case Management

Regional Service Center Partners

Training and Education

Forbes Road East	Literacy on site
Focus on Renewal	GED/Literacy

Support Services

Focus on Renewal	Van transportation
	Child Care
	Dental & Health Clinic
	Library & Internet
	Legal consultation
	Family Support Center
YWCA Internal Services	One year YWCA membership
	Health & Fitness Facilities
	Family Self Sufficiency Program for Section 8 residents
Other Linkages	Mercy Behamon Health System
	Stanton Clinic
	Parental Stress Center
	The Corporate Collection

Hours of Operation

Monday, Wednesday, Friday	9:00 a.m. – 4:00 p.m.
Tuesday, Thursday	12:00 p.m. – 8:00 p.m.
Saturday	9:00 a.m. - Noon

WTW/SPOC/WIA REFERRALS
ALLEGHENY COUNTY BRADDOCK REGIONAL SERVICE CENTER

DIRECT SERVICE TEAM: BRADDOCK

Contact Person	Darlene Zorich
Phone	(412) 273-6450
Service Administrator	Dave Kopolovich
Phone	(412) 273-6455
Vocational Counselor	Kim Fowler
Phone	(412) 273-6465
Support Services Counselor	Karyn Taylor
Phone	273-6469
Case Manager	Cathy Krizner
Phone	(412) 273-6457
Welfare Coordinating Case Manager	Jesse Paradise
Phone	(412) 273-6470
Host Organization	Community College of Allegheny County Braddock Center
Address	640 Braddock Avenue Braddock, PA 15104
Phone	412-644-9201
FAX	412-664-9216
Contact Person	Mary Ellen Hill, Program Director
Phone	412-271-7373
Services Provided	*Recruitment *Intake, Orientation, Initial Assessment *Objective Assessment *Life Skills *ABE/GED Preparation *Job Readiness *Work Experience *Vocational Training *Job Search Assistance *Subsidized Employment Placement *Job Development and Placement *Employment Retention *Support Services *Case Management

Regional Service Center Partners

A. Training/Education

Modern Office Systems Training	CCAC Clerical Training Program
Nurse Aide Training Program	Certified Nurse Assistant Training
Office of Vocational Rehabilitation	Intake, assessment and evaluation
Sanders Workforce Development Program	Education and employment
Pennsylvania State University	Career Counseling and resolution of student loan defaults
	Additional linkages to post secondary Education

B. Support Services

Neighborhood Legal Services	Pro bono legal services and
Rankin Christian Center	Family support, health and safety
Representative Tom Michlovic	Liaison to state government services in Harrisburg
Turtle creek Valley HS MH/MR	Assessment – social services Short & long term MH/D&A intervention
Urban League of Pittsburgh	Assistance for African-Americans to achieve economic and social equality
UPMC Braddock	Wellness screening
Action Housing	Emergency housing, referrals, furniture and clothing
Deborah House	Transitional Housing
Corporate Collection	Professional clothing for interviews and employment
Early Childcare Initiative	Childcare and related services
Eastern Area Adult Services	Adult day center, meals, supportive and protective services

Hours of Operation

Monday	8:00 a.m. – 5:30 p.m.
Tuesday through Thursday	8:00 a.m. – 6:30 p.m.
Friday	8:00 a.m. – 4:30 p.m.
Saturday	8:00 a.m. – 1:00 p.m. Other hours by appointment

WTW/SPOC/MIA REFERRALS
ALLEGHENY COUNTY McKEESPORT REGIONAL SERVICE CENTER

DIRECT SERVICE TEAM MCKEESPORT

Contact Person Phone	Rose Stinson or Teresa Bolich (412) 664-6848
Service Administrator Phone	Dan Hiwiler (412) 678-3560
Vocational Counselor Phone	Tom Tyskiewicz (412) 664-6898
Support Services Counselor	Vacant
Case Manager Phone	Joe Spinola (412) 664 6423
Welfare Coordinating Case Manager Phone	Diane Kelly (412) 664-6869 (412) 255-1169
Host Organization Address Phone FAX	Goodwill Industries 336 Fifth Avenue McKeesport, PA 15132 412-644-9201 412-664-9216
Contact Person Phone	Vicki Lish 412-390-2329
Services Provided	*Orientation, Initial Assessment *Objective Assessment *Life Skills *ABE/GED Preparation *Job Readiness *Work Experience *Drivers Education *Vocational Training *Job Search *Subsidized Employment *Job Placement *Job Retention *Support Services *Case Management

Regional Service Center Partners

Training & Education

Penn State	Post employment career counseling Linkage to post secondary education

Support Services

Mon Yough MH/MR	Assessment Short and long term MH/D&A Intervention
Even Start	Parenting education Child development & Training Home visits
UPMC	Wellness screening

Hours of Operation:

Monday-Wednesday-Friday	8.00 a.m. – 4.00 p.m.
Tuesday-Thursday	8.00 a.m. - 4.00 p.m.
Saturday	10.00 a.m. - 3.00 p.m.
Sunday	12.00 p.m. - 5.00 p.m.

Welfare to Work/Non-Custodial Parents Program

Service Provider	Principal Officers	Program Description
1. Community Empowerment Association, Inc. 714 N. Homewood Avenue Pittsburgh, PA 15208 (Not – For – Profit Corporation)	Rashad Byrdsong, Executive Director Maryum Hakim Martin Chairperson, Board of Directors	Parenthood at Work Program Counseling, Life Skills Education, Service Planning / Case Management, and Employment services to assist 100 low income, non-custodial parents gain and retain employment. Areas to be served are the East End and Clairton.
2 Mon Yough Community Services, Inc. 500 Walnut Street McKeesport, PA 15132 (Corporation, Not-for-Profit)	Douglas Williams, CEO Mon Yough Community Services James H. Burns, COO, Mon Yough Community Services	Citizens' Re-Entry Program Proposer will provide case-management, drug and alcohol, mental health, and employment counseling, legal advocacy, and parenting skills training to 150 participants in the Steel and Mon Valley areas.
3 Methodist Union of Social Agencies (MUSA) 131 East Ninth Avenue Homestead, PA 15120 (Private, Not-for-Profit)	Rev. James A. Cannistraci, Executive Director Rev. Erwin K. Kerr, Chairperson, Board of Directors	Welfare to Work Non Custodial Program Proposer will provide supportive services to 150 non-custodial parents and also provide transitional assistance to direct them to unsubsidized employment that will lead to long term-self sufficiency, maintenance of a healthy lifestyle that will enhance the financial and emotional quality of their children. Activities will include counseling, case-management, job skills preparation, and life skills education.
4 THE PROGRAM for Female Offenders, Inc. 1835 Forbes Avenue Pittsburgh, PA 15219 (Private, Not-For-Profit)	Carol A. Hertz, Executive Director Catherine B. Lyon, President, Board of Directors	Employment Services for Non-Custodial Parents This project will serve 30 participants with pre and post employment activities in combination with an array of specialized support services. The agency will provide job skills training, case-management, drug, alcohol, and mental health counseling. There will be a 12month follow-up with program participants
5 Strength, Inc. PO Box 8815 Pittsburgh, PA 15221 (Private, Not-For-Profit)	Rev. Marcus Harvey, CEO, Strength, Inc. Joyce Wright, Secretary, Board of Directors	Next Steps Program The Next Steps program is a comprehensive social support program offering case-management, drug and alcohol prevention and intervention services for non-custodial parents. The primary focus of the program is to continue the after-care post release community based component of addressing the clients most critical needs while assisting them in acquiring job-readiness skills, and employment and training opportunities

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF COMMUNITY SERVICES
MAJOR YOUTH EMPLOYMENT AND TRAINING PROGRAMS

YEAR-ROUND PROGRAMS

SERVICE PROVIDER / PROGRAM	ADDRESS	CONTACT PERSON / PHONE	PROGRAM DESCRIPTION
1. Allegheny Intermediate Unit/ SCOPE Program	1400 Penn Avenue – 201 Pittsburgh, PA 15222	Kelly Butschle, Program Director / 412-394-5702	School to work, drop-out prevention, and paid work experience for in-school youths at Clairton, Steel Valley, and Sto-Rox High Schools
2. Pittsburgh Catholic Educational Programs / Operation Rainbow	109 Washington Place Pittsburgh, PA 15219	Jim Hann, Program Director/ 412-281-2376	School to work, GED prep, and paid work experience for out-of-school youths, Downtown & McKeesport sites.
3. Three Rivers Youth / Youth Employment & Training Program	2039 Termon Avenue Pittsburgh, PA 15212	Mary Jo Mianzo, Program Director / 412-731-1155	School to work, GED prep, and paid work experience for out-of-school, high risk youths. Wilkinsburg site.
4. Three Rivers Youth / Pregnant and Parenting Youth Program	2039 Termon Avenue Pittsburgh, PA 15212	Mary Jo Mianzo, Program Director / 412-731-1155	Case management, work activities, Work First, and GED prep for pregnant and/or parenting youths, ages 18 – 21, receiving TANF and lacking diploma or GED. Wilkinsburg site.

SUMMER PROGRAM

SERVICE PROVIDER / PROGRAM	ADDRESS	CONTACT PERSON / PHONE	PROGRAM DESCRIPTION
1. Pittsburgh Catholic Educational Programs / Summer Youth Employment & Training Program	109 Washington Place Pittsburgh, PA 15219	Beth Jedrzejewski, Program Director / 412-261-0506	Paid work experience and educational activities during summer for eligible in-school, out-of-school, institutionalized, and disabled youths. Vocational exploration at AVTSs for 14 – 15 year olds, paid work experience at worksites throughout County for older youths.

WELFARE-TO-WORK PROGRAM EXECUTIVE SUMMARY

I. The Welfare-to-Work (WtW) program was created by Congress to support States' welfare reform efforts by helping hard-to-employ individuals become self-sufficient through work. The program is operated throughout the Commonwealth by Service Delivery Areas (SDA's). The welfare clients served by the program are those who have attempted to find work but who have been unsuccessful due to a variety of barriers to employment ranging from poor reading and math levels to substance abuse problems. The WtW program permits Service Delivery Areas to offer education and skill training to welfare clients served by the program, but requires that the individual be working or participating in a work activity. This "work first" approach is an acknowledgment of national research which demonstrates that individuals are more likely to find full-time permanent employment by first working in an entry level job, even though it may be part-time or not in the client's ultimate field of interest.

II. Innovative aspects of the Allegheny County WtW program:

A. Establishing Regional Service Centers that meet the pre/post-employment needs of clients while providing continuous focus on supportive services and coordinated casemanagement.

B. Bringing services to communities where clients reside: integrating the employment/training services with the existing support services which exist in these communities.

C. Utilizing community service providers as sources of recruitment/referral and host sites for work activities as a way of further assisting individuals whom they are already serving.

D. Developing a comprehensive strategy and delivery system for serving non-custodial parents which involves the CAO, the County and Pittsburgh SDA's, the courts, the jail, and local organizations who have established or are in the process of establishing programs to serve this target group.

III. Target Groups

A) *Unemployed Long Term TANF Recipients* with two of the three following barriers to employment:
- Individuals who have not completed high school or obtained a GED
- Individuals with a drug and/or alcohol history
- Individuals lacking a significant work history

* This group may encompass adults, In-school Youth and/or Out-of-school Youth

B) *Employed Long Term TANF Recipients*
* Must exhibit two of the three characteristics listed above.

C) *Non-Custodial Parents*
Custodial Parent or Children must be long term TANF recipients and the non-custodial parent must meet two of the three barriers to employment.

D) *TANF Recipients and Non-Custodial Parents at risk of becoming long term welfare recipients*

United Way of Allegheny County

An Historical Overview

The roots of United Way

The need for a single, short-term, combined appeal for food, shelter and medical supplies was the impetus for the first United Way-type fund raising organization that emerged in Liverpool, England in 1877. That type of effort came to Pittsburgh first in 1908 as the Associated Charities formed to bring together charities under one fund-raising drive.

History of today's United Way

As early as 1922, the Pittsburgh Chamber of Commerce urged the many local fund raising efforts to combine into one campaign, but it wasn't until 1927 that the Welfare Fund of Pittsburgh was chartered. This was to be the forerunner of today's United Way of Allegheny County.

In 1928, the Welfare Fund conducted its first campaign for 25 agencies in Allegheny County. With the beginning of the depression and the proliferation of relief programs, the term, "welfare," had become synonymous with federal relief. As a result, in 1933, the Welfare Fund changed its name to Community Fund which supported the first USO campaign in 1941.

Later that year, a United Fund (not to be confused with the United Fund that was created later) was organized to provide Allegheny County's share of a nationwide war-related appeal. The United War Fund, of which the Community Fund became a member agency and the operating organization, was organized in 1943 as the successor to the old United Fund. The Community Fund and the United War Fund merged in 1946 to form the Community Chest of Allegheny County.

In 1956, United Fund of Allegheny County was chartered, following a study of a report calling for the unification of fund-raising drives. The Community Chest of Allegheny County becomes the first member agency of United Fund of Allegheny County.

In 1973, the Pennsylvania Economy League recommended a complete merger of United Fund and the Community Chest into United Fund of Allegheny County with one board of directors and a single staff. In 1974, the successor organization, United Way of Allegheny County, emerged, resulting in the centralization of the fund-raising, planning and allocations functions.

United Way of Southwestern Pennsylvania emerges in 1979

In 1974, local United Way executives began to meet to review common issues. These discussions led to an agreement between United Ways of Allegheny and Washington counties in 1977 to conduct a joint campaign that first took place in 1978, raising more than $23 million. Following the 1979 campaign, United Way of Southwestern Pennsylvania was officially formed. In 1979, Greene County United Way joined the partnership, with United Way of Mon Valley joining in 1980 and United Way of Beaver County joining in 1986.

Revenue and expenses are distributed among the partners by a pre-determined formula determined by the "card value" -- the amount of money each partner brought into the partnership. The revenue and expenses are distributed based on each partner's card value in proportion to the campaign total.

Contributor Choice created in 1982

In response to contributors' wishes to become more actively involved in deciding where their gifts go, United Way of Southwestern Pennsylvania developed the Contributor Choice Program, initially called Donor Option. It offered all contributors the opportunity to direct all or a portion of their gift to:

- United Way (either United Way of Southwestern Pennsylvania or any of the partner United Ways)
- Specific community issues such as nurturing children or strengthening families
- Particular health and human service agencies or United Ways in other areas

Leadership Giving Program begins in 1988

United Way has traditionally encouraged and recognized exceptional giving, but it wasn't until 1988 that it formally introduced the Leadership Giving Program. The program encourages contributions of $1,000 or more in varying levels, the highest of which is the Alexis de Tocqueville Society, formed locally in 1985 to recognize contributors who pledged $10,000 or more.

The de Tocqueville Society was named in honor of the French nobleman who toured the U.S. in the early 1800s. Because de Tocqueville was impressed by the willingness of Americans to help their neighbors in need, United Way of America chose to name the society after him.

The Senator John Heinz Level was created in 1991 to recognize the late Senator for his life-long commitment to improving the quality of life for families through United Way and other charitable organizations. The Arthur J. Rooney, Sr. Level was also formed in 1991, honoring the philanthropic spirit of the Pittsburgh native who was a premier businessman, sportsman and benefactor.

Today, the Leadership Giving Program encompasses these levels of giving:

Alexis de Tocqueville Society	
National Million Dollar Roundtable	$1 million +
La Societe Nationale	$75,000 - $100,000
Ordre D'Egalite	$50,000 - $74,999
Ordre de Liberte	$25,000 - $49,999
Membre de la Societe	$10,000 - $24,999
Senator John Heinz Level of Giving:	$5,000 - $9,999
Arthur J. Rooney, Sr. Level of Giving:	$2,500 - $4,999
Leadership Givers:	$1,000 - $2,499

United Way Day of Caring created in 1991

As a way to show local people the needs in the community and how their hands-on volunteer work can help others, United Way of Allegheny County created United Way Days of Caring. Now the region's largest volunteer events, the main Day of Caring kicks off the annual fund raising drive by mobilizing thousands of volunteers in a single day of community service in nonprofits all over Allegheny County. The event sparks volunteering throughout the year, including other Days of Caring for Youth, the Insurance Industry, and individual companies. Its success has been replicated by United Ways in over 200 communities across the U.S. and in other countries.

Endowment program formed in 1994

United Way and The Pittsburgh Foundation teamed up in February 1994 to create the United Way/Pittsburgh Foundation Endowment Partnership in to offer the public a variety of ways to contribute to an endowment program for United Way to support our community's future needs. Now called The Red Feather Society in honor of the symbol created in part by H.J. Heinz Company as a sign of United Way's forerunner in the 1940s, the program offers a range of planned giving instruments that continues their commitment to the community well into the future.

United Way today

United Way of Allegheny County is the community's ideal vehicle for mobilizing all citizens to help people in need by raising funds to support local health and human service programs that help nurture children and youth, support older people, strengthen families, promote health and healing and increase self-sufficiency.

United Way also promotes volunteering as a way to respond to community needs, it helps people find the assistance they need, and it and creates and participates in special projects that tackle unmet needs and emerging issues.

While a full-time staff of approximately 100 conduct day-to-day activities, a corps of nearly 400 volunteers representing the community governs, oversees and provides counsel in all areas.

- Nearly 80 volunteers serve on the board of directors, with 15 serving on the Executive Committee which meets regularly to oversee operations.
- Approximately 100 volunteers serve on oversight committees guiding all United Way activities.
- Almost 200 volunteers review health and human service programs of agencies requesting funding and then develop funding recommendations.

United Way raised more than $38 million in 1999 for local health and human services through campaigns at nearly 1,300 work sites in Allegheny County and through solicitations to individuals outside the workplace.

In addition to supporting a network of more than 200 health and human service programs helping local people, United Way gifts support a variety of special projects that respond to emerging needs and unmet opportunities. An example is the *Early Childhood Initiative* which seeks to curb youth violence, teen pregnancy and school failure by proactively strengthening the community's network of early childhood education and development services.

History of recent United Way campaigns

Year	Campaign Total
1990	$36,571,642
1991	$36,741,107
1992	$34,349,127
1993	$35,398,275
1994	$35,731,723
1995	$35,884,334
1996	$36,364,432
1997	$36,731,231
1998	$38,076,957

Key dates in United Way's history

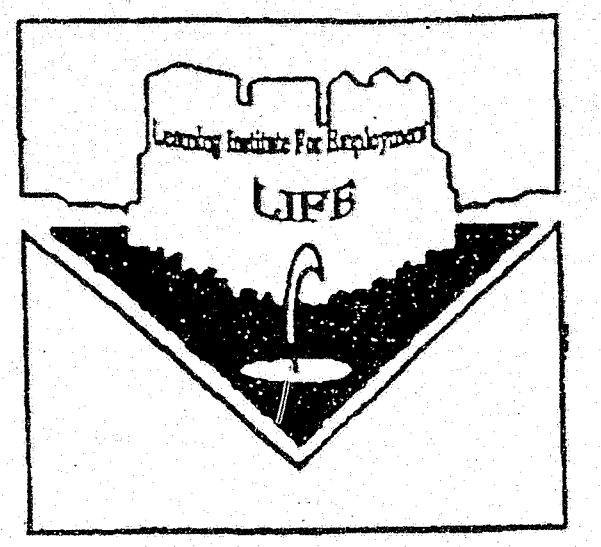
1927	Welfare Fund of Pittsburgh chartered
1933	Welfare Fund changes name to Community Fund
1943	United War Fund formed
1946	Community Fund and United War Fund merge to form Community Chest of Allegheny County
1956	United Fund of Allegheny County chartered
1974	United Way of Allegheny County is created as a result of the merger of the United Fund and Community Chest
1977	United Way of Allegheny County holds first joint campaign with United Way of Washington County
1979	United Way of Southwestern Pennsylvania formed
1982	Contributor Choice Program introduced
1985	Alexis de Tocqueville Society chartered
1988	Leadership Giving Program established
1988	William J. Meyer becomes president and chief professional officer
1991	Arthur J. Rooney Community of Leadership Contributors and Senator John Heinz Fund for Families established as part of the Leadership Giving Program
1991	United Way Day of Caring created by United Way of Allegheny County
1993	H.J. Heinz Chairman and CEO Anthony O'Reilly and Mrs. O'Reilly make first $1 million gift to United Way, a matching gift
1994	United Way earns first Excellence in Service Quality Award from United Way of America for leadership in customer service
1994	Executive Report Magazine names United Way "Best Community Impact Deal" for campaign success and United Way Day of Caring
1995	United Way introduces its quality of life goal areas - nurturing children and youth, strengthening families, supporting older people, promoting health and wellness and increasing self-sufficiency
1996	United Way Board approves undertaking of The Early Childhood Initiative
	United Way of Allegheny County's Alexis de Tocqueville Society members win the prestigious Fleur de Lis Award from United Way of America for raising the most dollars at the $10,000+ level
	United Way of Allegheny County creates Good Neighbors volunteer center for the community, consolidating its existing volunteer services
	United Way of Allegheny County forms partnership with Carnegie Library to consolidate, expand HelpLine, the information and referral service
	Richard and Dorothy Simmons and family make a $1 million gift to United Way
1997	Alexis de Tocqueville Society members win Fleur de Lis Award for second consecutive year
	United Way of Allegheny County launches its first web site
	First three neighborhoods receive Early Childhood Initiative funding
1998	United Way celebrates 25th anniversary of partnership with the National Football League
	Three additional neighborhoods receive Early Childhood Initiative funding
	United Way has a record-setting campaign, with donations of over $38 million
	Number of volunteers in United Way Days of Caring reaches a high of 10,350

ATTITUDE

What is an attitude – an attitude is the way you react to events in your life. It is the way you feel about yourself, how you let things affect you, and how you interact with other people.

Good Attitude	Bad Attitude
Be on time	Report late
Do assigned work on time	Hand in assigned work late
Do not make excuses	Make excuses
Do good work	Do unacceptable work
Accept constructive feedback	Reject constructive feedback
Complete assignment	Incomplete assignment
Be willing to do more	Only do enough to get by
Positive	Negative
Have an open mind	Have a closed mind
Willing to learn	Unwilling to learn
Respectful	Disrespectful
Responsible	Irresponsible

THREE RIVERS EMPLOYMENT SERVICE, INC.



Student/Client Handbook

Rules & Regulations

100 Columbus Avenue
Pittsburgh, PA 15233
(412) 323 0100 Voice
(412) 323-8433 Fax
E-Mail TRES@TRFN.CLPGH.ORG
501-c3 - Workforce Development Center

WHO WE ARE

Three Rivers Employment Service, Inc. , is a privately funded nonprofit corporation providing employment training, placement and retention

OUR MISSION

Our mission at Three Rivers Employment Services, Inc. is to serve as a vehicle to connect Pittsburgh's unemployed at risk adult, youth and dislocated population with area employers.

HISTORY

Three Rivers Employment Services, Inc. , a 501 c-3 organization is managed by a Board of Directors and an Executive Director, Wilma B. Carter. Three Rivers is funded by private foundations, individual donations, the corporate community and government agencies. In 1994 Three Rivers' L I F E. PROGRAM (Learning Institute for Employment) became a Private Licensed School in the State of Pennsylvania. With the outstanding and dedicated work of Three Rivers' staff, more than 4000+ individuals have been trained to meet the expectations of the workforce, 86% remain on their jobs today!

GENERAL INFORMTION

An employers impression of you will be based, in part, on how you present yourself. Three Rivers Employment Service, Inc requires all participants to dress in a businesslike fashion

ATTENDANCE

Clients MUST be at Three Rivers Employment Service, Inc 10 minutes prior to 9:00 a m. starting time.

WOMEN:

Appropriate appearance:

- sweater or blazer, skirt and blouse
- dress (with long or short sleeves)
- clean, pressed uniform (if required)
- hosiery required
- 1 pair of small earrings (no larger than a quarter), 1 bracelet, 1 necklace, 1 ring

MEN:

Appropriate appearance:

- sweater or blazer, shirt and tie
- clean, pressed uniform (if required)
- clean shaven – no beards, mustache OK
- no earrings

WOMEN AND MEN:

Inappropriate appearance:

- Ethnic Apparel
- skirt or dress with a high split in the back or front (sew or pin split)
- braids, finger waves, long messy hair styles, high teased hair styles
- dramatic makeup
- tennis shoes, sandals
- pierced body parts other than ears
- exposed tattoo (if you have a tattoo, use cover-up make-up)

ALL CLIENTS MUST HAVE GOOD PERSONAL HYGIENE, AND A GOOD ATTITUDE.

THREE RIVERS EMPLOYMENT SERVICE, INC., is a 501 c-3 organization managed by a Board of Directors. Wilma B. Carter is the Executive Director. Three Rivers is funded by private foundations, individual donations, the corporate community and government agencies. In 1994 Three Rivers' I.I.F.E. program was licensed as a Private School in the State of Pennsylvania. As a result of the outstanding and dedicated work of Three Rivers' staff, more than 4000+ individuals have been trained to meet the expectations of the workforce. Eighty percent of the graduates have been placed in meaningful employment; 86% remain on their jobs today! The program is comprised of both confrontational and motivational methods, and structured to provide all the basics needed to develop workplace competency. Three Rivers has also developed a school-to-work program for at risk youth, pregnant and parenting teens and some mentally challenged individuals throughout the State of Pennsylvania.

PRODUCT/SERVICE

Three Rivers offers a six-extendable to 26-weeks pre and post employment coaching, with workshops designed to give experience in a business atmosphere and encourage positive enthusiasm and initiative. Three Rivers also provides the following:

- High School Diploma via Video Conferencing From Keystone Oaks High School 4 – 6 pm



- Cultural Diversity Training



- Train the Trainer for Business and Professionals



- ABE/Literacy
- Virtual Employment & Training via Video Conferencing includes Job Readiness, Health Career, Career Exploration, Computer Repair, and Networking

ADMISSION STANDARDS

Students MUST have a High School diploma or GED. Students may be referred by a sponsoring agency such as JTPA, Department of Welfare, or a Local Educational agency and have multiple barriers to employment resulting in three to six months of unemployment. Graduation occurs when the student has demonstrated competency in the training provided and has successfully obtained employment. Three Rivers has one criteria for participants -- Positive termination and Negative termination. If students are willing to work, their successful completion will result in employment.

A GOOD ATTITUDE IS A MUST!

Three Rivers' Access Centers

Three Rivers' video conferencing hands on training is offered through ACCESS CENTERS that are strategically placed throughout Allegheny County and Pennsylvania.

For information on how to bring an ACCESS CENTER to your community call, 323-0100 or Fax 323-8433.

OMPUTER REPAIR & MAINTENANCE

hree Rivers conducts the following training
ourses:
26-week computer repair and maintenance
ourse Breakdown:
16-weeks hand on training
10-weeks externship with a potential employer
udents:
Disadvantaged clients with no technical background
urriculum:
How to build a computer from the case up
How to troubleshoot computer problems
How to install hardware, CD-ROM Drives, and sound cards
ntrance Requirements:
Documentation of a High School Diploma or equivalent
Workshop Equipment:
IBM compatible, computer, printer, audio/video equipment, miscellaneous cables, wires, joints and measuring/cutting tools
nployment Opportunities:
Entry level broadcast technician
Business machine maintenance
Communications & computer service technicians
Electronic test & repair technicians
PC specialists
Software and hardware installer

WORKFORCE DEVELOPMENT
TRAINING 2000

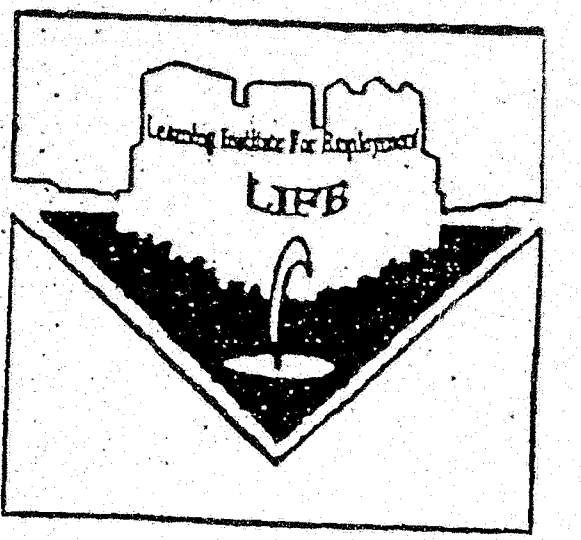
Health Occupations
- Medical Insurance Billing
- Medical Transcription

Video Conferencing:
- Video Technicians

Computer:
- Microsoft Word, Excel Powerpoint, Word Perfect 97
- Internet
- Web Page
- CADD training

REGIONAL LINKAGES:

- ALLEGHENY COUNTY
- HARRISBURG, PA
- INDIANA, PA
- WASHINGTON, PA
- PHILADELPHIA, PA
- CINCINNATI, OHIO
- LOS ANGELES, CA



THREE RIVERS EMPLOYMENT SERVICE, INC.

100 Columbus Avenue
Casey Industrial Park
Pittsburgh, PA 15233
(412) 323-0100 Voice
(412) 323-8433 Fax
E-Mail:
TRESN@TRFN.CLPGH.ORG
A non-profit 501 c-3 Organization
A Workforce Development Center

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
AND
THE ALLEGHENY COUNTY HOUSING AUTHORITY

This agreement outlines procedures by which the two identified entities will work in a collaborative way to maximize benefits to families to ensure their success in achieving self-sufficiency.

The Allegheny County Department of Human Services will:

1. Provide eligible services in a timely and accurate manner.

2. Provide eligible special allowances for child care, transportation and other work related expenses, where appropriate.

3. Provide eligible job search assistance either through in-house services or through a contractor, as appropriate.

4. Provide eligible educational/training programs, as appropriate.

5. Assign staff to workgroup activities to ensure that self-sufficiency plans of the Allegheny County Department of Human Services and the Allegheny County Housing Authority are coordinated to support the clients' success.

6. Provide training to Housing Authority staff in all eligible programs with particular emphasis on Temporary Assistance for Needy Families (TANF), special allowances, employment and training programs, and supportive services.

7. Assign specific Allegheny County Department of Human Services staff to work with Allegheny County Housing Authority staff on the development of self-sufficiency plans for Allegheny County Housing Authority residents.

8. Share information, with client's consent, that is necessary to achieve an effective plan for self-sufficiency, provide ongoing status information.

9. Assist Allegheny County Housing Authority staff in making presentations to residents to help them achieve a better understanding of the coordinated efforts of the Allegheny County Department of Human Services and the Allegheny County Housing Authority.

10. Assist in the recruitment of participants for the Allegheny County Housing Authority education/training for job programs.

11. Provide guidance to the Allegheny County Housing Authority to ensure that their employment/training and job search programs are in compliance all federal and state agency regulations.

12. Coordinate with other community agencies and programs to bring them to the table to assist the Allegheny County Housing Authority in effective planning for its residents, especially in the area of drug and alcohol treatment, child care, parenting, employment and training, jobs, transportation literacy, etc.

13. Assist in media releases to achieve recruitment and to keep the community informed of the commitment of the two entities to work collaboratively to help ensure client success.

The Allegheny County Housing Authority will:

1 Coordinate all appropriate employment and self-sufficiency programs with the Allegheny County Department of Human Services with an emphasis on current programming (Family Self-Sufficiency, HOPE IV supportive services and economic development programs).

2 Orient assigned Allegheny County Department of Human Services staff on Allegheny County Housing Authority policies, and on the goals of HOPE IV.

3 Identify and provide sites for the Allegheny County Department of Human Services staff to conduct presentations on programs, benefits, and orient Allegheny County Housing Authority staff and agents of The Allegheny County Housing Authority on reporting mechanisms.

4 Work with the Allegheny County Department of Human Services to design coordinated information exchange system, that includes clear procedures for client consent for ongoing reporting

5. Conduct joint presentations with the Allegheny County Department of Human Services and any other relevant public or private partners for mutual clients to help them achieve a better understanding of coordinated benefits.

6. Assign staff or agents of Allegheny County Housing Authority to work with the Allegheny County Department of Human Services staff to design resident self-sufficiency plans and coordinate necessary interventions.

7. Assign staff or agents of Allegheny County Housing Authority to implement the goals of HOPE VI and develop necessary work groups designed to further mutual goals of both agencies and any other relevant partners.

8. Notify the Allegheny County Department of Human Services of any relevant organizational or procedural changes in a timely fashion.

The Allegheny County Housing Authority recognizes the need for ongoing policy discussions in the area of employment and resident self-sufficiency. In particular, the Allegheny County Housing Authority Board will provide directives to guide the development of new programs, expansion of existing ones, and the institution of new systems to further agency goals. To that end, the Allegheny County Housing Authority will request suggestions from the Allegheny County Department of Human Services on relevant Allegheny County Housing Authority policy initiatives and will seek to solicit such in the hope that this will be a reciprocal relationship.

The Allegheny County Housing Authority further specifies an annual review of this agreement to evaluate, amend, or strengthen this relationship.

ALLEGHENY COUNTY HOUSING AUTHORITY

By: Frank Aggazio Date 5/26/99

Name: Frank Aggazio

Title: Executive Director

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

By: [signature] Date 5/19/99

Name: Marc Cherna

Title: Director

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALLEGHENY COUNTY BOARD OF ASSISTANCE
AND
THE ALLEGHENY COUNTY HOUSING AUTHORITY

This agreement outlines procedures by which the two identified entities will work in a collaborative way to maximize benefits to families to ensure their success in achieving self-sufficiency.

The Allegheny County Assistance Office will:

1. Provide eligible benefits in a timely and accurate manner.

2. Provide eligible special allowances for child care, transportation, and other work-related expenses.

3. Provide eligible job search assistance either through in-house services or through a contractor, as appropriate.

4. Provide all eligible educational/training programs, as appropriate.

5. Assign staff to workgroup activities to ensure that self-sufficiency plans of the Allegheny County Assistance Office and the Housing Authority are coordinated to support the client's success.

6. Provide training to county Housing Authority staff in all eligible programs with particular emphasis on Temporary Assistance for Needy Families (TANF), special allowances, employment and training programs, Child Care Works, Extended Medical Care, and supportive services.

7. Assign specific Income Maintenance Casework staff to work with the County Housing Authority staff on the development of self-sufficiency plans.

8. Share information, with client's consent, that is necessary to achieve an effective plan for self-sufficiency, provide ongoing status information.

9. Assist County Housing Authority staff in making presentations to County Housing Authority residents to help achieve a better understanding of the coordinated efforts of the Allegheny County Assistance Office and the County Housing Authority.

10 Assist in the recruitment of participants for County Housing Authority education/training for job search programs.

11. Provide guidance to the Housing Authority to ensure that their employment/training and job search programs are in compliance with Road to Economic Self-Sufficiency and Employment Through Training (RESET) requirements.

12. Coordinate with other community agencies and programs to bring them to the table to assist the County Housing Authority in effective planning for its residents, especially in the area of drug and alcohol treatment, child care, employment and training, jobs, transportation, literacy, etc.

13 With client consent, notify the County Housing Authority of significant changes in participant status within five days.

14. Assist in media releases to achieve recruitment and to keep the community informed of the commitment of the two entities to work collaboratively to help ensure client success.

The Allegheny County Housing Authority Will:

Coordinate all appropriate employment and self-sufficiency programs with the County Assistance Office with an emphasis on current programming (Family Self Sufficiency program, HOPE VI supportive service and economic development programs).

Orient assigned County Assistance staff on ACHA policies and goals of HOPE VI developments.

Identify and provide sites for County Assistance Office staff to conduct presentations on programs, benefits, and orient ACHA staff and agents of the Authority on reporting mechanisms.

Work with County Assistance Office to design coordinated information exchange system, that includes clear procedures for client consent for ongoing status reporting and individual child care, transportation, other work related allocations.

Conduct joint presentation with County Assistance Office and any other relevant public or private partners for mutual clients to help them achieve a better understanding of coordinated efforts.

Assign staff or agents of the Authority to work with Income Maintenance Casework staff to design resident self-sufficiency plans and coordinate necessary interventions.

Assign staff or agents of the Authority to implement the goals of HOPE VI Revitalization Plan and develop necessary work groups designed to further mutual goals of both agencies and any other relevant partners.

Notify the County Assistance Office of any relevant organizational or procedural changes in a timely fashion.

ACHA recognizes the need for ongoing policy discussions in the arena of employment and resident self-sufficiency. In particular the Allegheny County Housing Authority Board will provide directives to guide the development of new programs, expansion of existing ones, and the institution of new systems to further its goals. To that end ACHA will requests suggestions from ACBA on relevant ACHA policy initiatives and will seek to solicit such in hope that this will be a reciprocal relationship.

ACHA further specifies an annual review of this agreement, to evaluate, amend or strengthen this relationship.

WITNESS:

/s/ Philip Manion

ALLEGHENY COUNTY HOUSING AUTHORITY

By: /s/ Edward R. Jagnandan
Name: Edward R. Jagnandan
Title: Executive Director

WITNESS

/s/ Philip Manion

ALLEGHENY COUNTY BOARD OF ASSISTANCE

BY: /s/ Claire Morrison
Name: Claire Morrison
Title: Executive Director

Elderly Housing with Supportive Services

Not applicable.

Groveton Village
PHFA Application for Low Income Housing Tax Credits

30-Year Restrictive Covenant Agreement

We waive our rights to petition the Pennsylvania Housing Finance Agency to terminate the extended use term as described in Section 42 of the Code or provide a demonstrable feasible plan to convert the project to affordable home ownership at the end of the qualified period.

Ralph A. Falbo
Ralph A. Falbo, Inc.
Co-General Partner

Home Ownership Program

Not applicable.

Development Team Experience

Groveton Village Housing Partnership, L.P. is a joint venture between Pennrose Properties, Inc. ("Pennrose"), a Philadelphia based development company, Ralph A. Falbo, Inc. ("Falbo, Inc.") a Pittsburgh based housing consulting firm and Ohio Valley Housing – GP Inc., a subsidiary corporation of the Allegheny County Housing Authority. Allegheny County Housing Authority, parent corporation to the Ohio Valley Housing – GP Inc., will manage Groveton Village Phase One. Perfido Weiskopf Architects, a Pittsburgh based architectural firm, will provide design services. A brief description of each development team member is summarized below illustrating the ability of each of the organizations to produce and manage low income housing for families.

Pennrose has been engaged in producing affordable rental housing since 1970. During this time, the firm has been involved in the development of approximately 5,000 rental units. Pennrose is the largest producer of affordable rental housing in the Commonwealth of Pennsylvania. Its developments have won numerous awards for design, historic preservation, and quality.

Falbo, Inc. has been operating in the field as financial and real estate development consultants and more recently developers, since 1972. Mr. Falbo has personally consulted in the development of 59 low and moderate income housing projects. The company also consults to government agencies and other organizations involved in housing and urban development. For the majority of the projects developed by the company, Falbo, Inc. remains as the financial services provider. The services include accounting, taxes, and financial liaison with government agencies, lending institutions, and investors.

Ohio Valley Housing – GP, Inc. is a subsidiary corporation of the Allegheny County Housing Authority, which was formed in 1935. The Allegheny County Housing Authority (ACHA) owns and manages over 3,682 units of public housing in 21 family and 22 elderly communities. ACHA successfully redeveloped and subsequently financed with Low Income Housing Tax Credits, one of their family public housing communities, Hays Manor. ACHA is currently co-developer on two projects for which it has received HOPE VI funding from the U.S. Department of Housing and Urban Development. The revitalization of McKees Rocks Terrace, a family public housing development of 288 units and the revitalization of Homestead, an elderly housing development of 106 units will involve the use of several sources of financing to leverage the ACHA's HOPE VI funds. Anticipated sources of financing include Low Income Housing Tax Credits, PennHOMES, Federal Home Loan Bank AHP and foundation support. A list of ACHA owned and operated public housing is attached. See Exhibit 23, Social Service Provider Questionnaire, and Exhibit 29, Job Training – Transition to Work Program for a description of ACHA's experience in providing community supportive services to its residents.

Perfido Weiskopf Architects has designed low and moderate income housing during its 25 year history. The firm has been in existence since 1975. An Architect's Qualification Statement is attached.

The general contractor for this development is Mistick Construction. A contractor's qualification statement is attached.

Ballard, Spahr, Andrews & Ingersoll will provide legal counsel. Ballard, Spahr, Andrews & Ingersoll has extensive experience in real estate developments that have used Low Income Housing Tax Credits and has participated in a number of Low Income Housing Tax Credit transactions. A list of the transactions follows.

ACHA will manage the revitalized Groveton Village. ACHA currently owns and manages over 3,682 units of public housing in 21 family communities and 20 elderly communities. ACHA was formed in 1935.

PENNROSE

Development • Management • Service

Pennrose Properties, Inc.
One Liberty Place • Suite 3810 • Philadelphia, PA 19103-7332
Tel 215 979 1100 • Fax 215-979-1101

December 14, 2000

Eileen Staudt
Manager, Tax Credit Program
Pennsylvania Housing Finance Agency
2101 North Front Street
P O Box 8029
Harrisburg, PA 17105-8029

RE: Groveton Village Apartments

Dear Ms. Staudt.

Please accept this letter of intent for Pennrose Equities, Halliday Properties, Inc. and Ralph Falbo, Inc. to participate in the development and the ownership of Groveton Village Apartments in Robinson Township, Allegheny County, PA. Pennrose Equities, Halliday Properties, Inc and Ralph Falbo, Inc. will enter into a Pennsylvania Limited Partnership.

Pennrose Equities has almost 30 years of experience in developing and managing affordable housing in Pennsylvania, New Jersey, Maryland, and Washington, D C. Pennrose Equities is committed to maintaining the availability of high-quality affordable housing in is communities having never sold or otherwise disposed of the over 5,000 units of affordable housing produced by it or its affiliates.

Halliday Properties, Inc. formed in 1993, has developed in excess of 500 units of affordable housing and is currently collaborating with Pennrose Equities as an affiliate company Halliday Properties' founder, Mark Dambly has a proven track record of developing high-quality real-estate and has won several regional awards for design excellence

Ralph A. Falbo, Inc have developed in excess of 3000 units in western Pennsylvania, included is a list of developments in which eight are Low-Income Housing Tax Credit projects Ralph A Falbo has been the recipient of several awards including most recently the Federal Home Loan Bank's "Pillars of the Community".

Attached to this letter are lists of developments produced by Pennrose Equities, Halliday Properties, Inc. and Ralph A. Falbo, Inc We look forward to collaborating once again with HANDS, Inc in furthering their efforts to serve the needs of low-income households in western Pennsylvania.

Sincerely,
PENNROSE PROPERTIES, INC

Mark H. Dambly
President, Halliday Properties, Inc



RALPH A. FALBO, INC.

Planned & Real Estate Development Services

REAL SOLUTIONS IN REAL ESTATE DEVELOPMENT

Mission Statement

We aim to exceed our clients' expectations as we help them define and accomplish their ultimate goals. Working together we can develop properties to meet the needs of owners and residents; show respect for geography, history, and economic potential; and enhance and strengthen communities.

Letter From The President

For more than 25 years I've worked in the field of financial and real estate development with two over-riding goals in mind. First, I've tried to help my clients see the power of their own potential. And second, I've always dedicated my time to projects that I believe will improve the communities in which they are integrated.

This brochure will tell you a bit about those projects and explain the role Ralph A. Falbo, Inc., has played in bringing them to fruition.

Our company evolved from an initial project of helping a religious community realize its goal of creating housing to serve the elderly. Through the next two decades we became known for our expertise in the area of elderly housing, but our company also expanded to provide other kinds of financial and real estate development services. In the field of real estate development, we have completed more than 50 projects for clients that are not-for-profit organizations and we have been involved as developer on more than 25 profit-approved properties. At the same time, our business developed another aspect as we began providing financial services for our clients – performing feasibility analyses, processing government applications, and providing financial and accounting services for our projects. For more than 15 years our company has also included a department responsible for managing several residential apartment developments and commercial office buildings.

That range of abilities has given our company a broad scope. But we've remained small enough to also be extremely flexible. We're willing to consider one-time consulting opportunities, or work with a client throughout the life of a turnkey project, and in other situations we assume the role of owner in particular real estate developments.

I think one of the most unique talents we bring to any project is the knowledge base that we've developed over the years, especially related to the financing of social-service related real estate projects. My personal experience in working with governmental bodies, institutional organizations, and financing institutions complements my insight into the world of real estate development. And my staff has a wide variety of hands-on experience in navigating the intricacies of everything from project bookkeeping to application processing to interacting with a variety of construction professionals.

We're proud of what we've accomplished in our years in business. We believe we've made positive contributions to many communities during this time. And we will continue to seek opportunities where we can make a difference in the world we all share.

We are excited about the future challenges in our industry and look forward to participating in community solutions.

Let's work together to understand real-world problems and use our imagination and know-how to create real solutions.

Ralph A. Falbo
Founder and President



Real Solutions in Real Estate Development

Just as all humans are unique, the way each of us defines the term "home" is individual. What we want in our housing depends on many factors. Do we live alone or with others? What age are we? What are our abilities and weaknesses? What is our economic status? What kind of surroundings make us happy?

Many companies in the business of real estate development focus on the housing needs of the "average" family. Some aim to build top-of-the-line properties for those who can afford the best. Still others make it their business to appeal to generalized groups.

Ralph A. Falbo, Inc., brings a different perspective and a unique kind of intelligence to the development marketplace.

For more than 25 years, Falbo has worked with client organizations that are attempting to make a difference for people with specialized needs – elderly people, the frail and infirm, economically disadvantaged families, individuals whose physical, mental, and emotional needs have to be addressed in their housing.

In essence, Falbo has two end users for its services: the organizations that sponsor a building project as well as the individuals who will make the completed space into a home.

Sponsor Clients

Falbo's development projects are usually motivated by a sponsor client – an organization that is motivated to undertake the development of a property. The sponsor can be a social service agency, a religious group, a governmental body. Some projects are sponsored by a team of organizations. But while most of these groups have a will and a way, they often require expert support in the areas of construction, financing, and governmental regulations.

End Users

Falbo's other clients are the people who will move into the properties created by the sponsor organizations. Our company's decades of experience have allowed us to get to know these individuals. Over the years we've developed a strong understanding of their abilities and their aspirations. And we can translate this comprehension into factual information enabling sponsor organizations to meet the needs of the people they serve. End users are foremost in our thoughts as we work with project sponsors on a development effort.

Experience and Action

Ralph A. Falbo, Inc., has more than a quarter of a century of experience in helping sponsor clients create successful projects by:

- Finding appropriate sites
- Performing feasibility studies
- Handling zoning issues
- Resolving environmental remediation
- Securing financing from public and private sources
- Managing project finances
- Addressing governmental requirements
- Processing regulatory paperwork
- Hiring and managing architects, contractors, and engineers
- Leasing buildings
- Overseeing properties

Real Solutions in Real Estate Development

Following is a brief overview of the areas in which Ralph A. Falbo, Inc., has extensive experience.

Traditional Housing for the Elderly

This is the first area of development in which Falbo made it's mark on the landscape. St. Augustine's, a high-rise development located in the Lawrenceville neighborhood of Pittsburgh, PA, was the first project completed by Falbo for Christian Housing Inc. It provided 88 living units for independent elderly people who no longer wanted to maintain their houses but wanted to continue living in the neighborhood where they were comfortable. The success of St. Augustine's led to 50 similar projects that Falbo has been associated with in various capacities.

Campus-Style Elderly Housing

This mode of housing for the aging community is a newer market in the field of social-service-related real estate. And it's a market Ralph A. Falbo, Inc., helped to pioneer. Today, many older people who look for new homes seek a development that will be able to address their changing needs as they age. Falbo has completed three of these projects and currently has six others in pre-development. These campuses are not just buildings. They are complete environments where the active elderly can live independently side-by-side with people whose needs now require them to have assistance. Falbo works with the sponsor to create a wide range of appropriate support services to complement the physical plant for these developments.

Family Housing

Falbo has successfully completed three major projects in Pittsburgh, PA, that have provided attractive and efficient homes for families with limited incomes. The Hope VI project in the Manchester neighborhood has resulted in more than 100 housing units, primarily single-family, that can either be rented or owned by the residents. The Dorothy Day Apartments in Lincoln-Lemington is a unique project to the city of Pittsburgh. It provides homes, as well as on-site day care, for a very specialized community — single-parents who are enrolled in approved education or job-training programs.

Conventional Housing

While Falbo is best known for its projects aimed at residents of limited income, the company also works in a more traditional area of real estate. Centurion Commons is a condominium development located on the grounds of a Catholic Church in a suburb of Pittsburgh. It was designed for elderly residents whose income placed them over the limits for government-subsidized housing. Other developers in the area are using this concept which points to the increasing need for this type of development. Falbo is also participating as land and multifamily developer in an ambitious property development in Pittsburgh called Summerset at Frick Park. This project will see the transformation of an abandoned slag heap into one of the hottest commodities in the real estate world — the "new traditional neighborhood." For this community, Falbo is developing townhouse-style residential units within the 244-acre site.

AWARDS AND HONORS

1999
Pillar of the Community Award
Ralph A. Falbo and the Manchester HOPE VI project were honored by the Federal Home Loan Bank of Pittsburgh, its Affordable Housing Advisory Council, and its Board of Directors with a Pillar of the Community Award recognizing projects providing lower-income individuals and families with housing and promoting community stabilization and revitalization.

1996
Citation from the Commonwealth of Pennsylvania House of Representatives
This citation, sponsored by Representative William Russell Robinson, honored Ralph A. Falbo "for his exceptional community service and long dedication to improving the quality of life in the City of Pittsburgh and County of Allegheny . . ."

1990
Award of Excellence in Housing and Community Development
This award was presented by the National Association of Housing and Redevelopment Officials to the Urban Redevelopment Authority of Pittsburgh for the Just-Inn Transition project. Just-Inn is a prototypical model of an "extended attention" housing concept developed for the City of Pittsburgh by Ralph A. Falbo, Inc.

Action Housing Award of Merit
Ralph A. Falbo, Inc., received the Award of Merit from Action Housing, Inc., for its work on the Dorothy Day Apartments. This unique housing facility provides exceptional living quarters and an on-site day care facility for single parents and their children while the parent is completing job training or an educational program.

Mr. Falbo has personally been recognized with a Citation from the Commonwealth of Pennsylvania for his community efforts.

RALPH A. FALBO

Ralph A. Falbo is the founder and current president of the firm. Prior to creating his own firm, Mr. Falbo was for six years, Vice President of Finance for Allegheny Housing Rehabilitation Corporation (AHRCO). The company was involved in real estate development and property management. During this period, Mr. Falbo was instrumental in heading the development of 40 million dollars worth of real estate. Other experiences of Mr. Falbo include five years with the accounting firm of Arthur Young and Company (Ernst and Young) and as assistant to the Vice President of Finance of K. B. Marketing Systems, Inc.

Mr. Falbo is a graduate of Duquesne University with a B.S. degree in Business Administration with a major in Accounting.

On September 27, 1993, Mr. Falbo was appointed to the National Council on Seniors Housing, a committee of the National Association of Home Builders, for a term of two years. He has been a member of the Housing Committee, of the Mayor's Committee on Women in Renaissance II and other municipal development committees. He has also participated as a guest lecturer and panelist for the National Association of Home Builders, and other groups, at various conventions and seminars. He is very active in many professional, community, religious, school and social groups.

BOARD AND COMMITTEE APPOINTMENTS

- *Member of the Board of Trustees of the University of Pittsburgh*
- *Member of the Board of the University of Pittsburgh Medical Center*
- *Member of the Pittsburgh Downtown Partnership*
- *Trustee of the National Council on Senior Housing of the National* Association of Home Builders
- *Member of the Advisory Board of Mom's House*
- *Member of the Development Committee of the Sisters of St Francis of Millvale*
- *Member of the Allegheny County Consolidated Plan Task Force*

Formerly, he has lectured at the University of Pittsburgh Graduate School of Business, Department of General Studies.

Mr. Falbo is the father of two children--a daughter, who holds a Ph.D. in English and is on the faculty of Lafayette College, and a son who is a physician at UPMC Health System.



CLIENT ROSTER

Abraxas
Development consultant for housing and school facilities for teenaged drug and alcohol abusers.

ACTION-Housing, Inc.
General development and financial consulting on various housing programs

Allegheny County Department of Development
Utilization of community development block grant program/competition for development funds.

Allegheny County Housing Authority
Consultant - Hawkins Village - Low Income Housing Tax Credit syndication.

Benedictine Sisters of Elk County
Housing and Development Consultant.

Benwood-McMechen Housing Authority
Comprehensive Improvement Assistance Program

Central Northside Neighborhood Council
Housing and development consultant.

Christian Housing, Inc.
Housing and development consultant, financial services for 20 elderly housing projects

Cohen-Esrey Real Estate Services, Inc., Kansas City, MO
Property development of existing building for frail elderly with medical and retail component.

P. J. Dick Contracting, Inc.
Financial feasibility of development investments

Diocese of Altoona/Johnstown
Housing consultation on development of vacant diocesan property.

Diocese of Pittsburgh
Housing consultation on development of vacant diocesan property

Diocese of Wheeling
Housing and development consultant; financial services

Dorothy Day Apartments
Housing and program consultant for this innovative, award-winning concept in single parent housing with job training and child day care components

Eckert Drilling
Financial analysis of business investment, Bank proposal for financing.

Elk County Housing Authority
Housing and development consultant.

Eva P. Mitchell Residential Corporation
Housing and development consultant.

Fairmont Housing Authority
Comprehensive Improvement Assistance Program

Goodwill Industries of Pittsburgh
Housing and development consultant

Hill Community Development Corporation
Housing and development consultant.

Housing Authority of the City of Pittsburgh
Reorganization program for their development department, consultant for development program, consultant for "Purchase Without Substantial Rehab" program.

Improved Dwellings for Altoona, Inc.
Housing consultant

Jefferson County Area Agency on Aging
Housing and development consultant

Kiski Valley Opportunities Unlimited
Housing consultant for development of "barrier free" living for the handicapped

Kossman Development Company
Housing consultant.

Frank Mannella & Sons, Inc.
Financial advisor for company reorganization.

Masontown Borough
Development consultant

McGuire Memorial
Housing and development consultant.

Mel Blount Youth Home
Development for children.

Mellon-Stuart Company
Financial feasibility of development investments

Merritt Corporation
Property development consultant—family Section 8 project.

Millvale Borough
Development Consultant

CLIENT ROSTER CONT'D

Mon Valley Development Team
Housing and development consultant.

Neumann Housing Services, Inc.
Housing and development consultant; financial services.

Oxford Development
Feasibility analysis of potential housing developments.

St. Francis Health Care System
Housing and development consultant; financial services.

St. John's Lutheran Home
Housing and development consultant; financial services.

Sisters of St. Francis of Millvale
Redevelopment of motherhouse for housing and health care.

Sisters of St. Joseph of Erie
Housing and development consultant.

Sisters of the Humility of Mary
Financial analysis and recommendations for existing housing complex.

Transitional Services, Inc.
Housing and development consultant, financial services in the deinstitutionalization of the mentally ill.

Uniontown Hospital
Housing and development consultant; financial services.

United Methodist Church Union
Housing and development consultant; financial services.

Urban Redevelopment Authority of Pittsburgh
Utilization of Community Development Block Grant Programs; property studies.

Verland
Housing and development consultant for their developmentally disabled program.

Vincentian Sisters of Charity
Housing and development consultant.

Western Restoration Associates, Inc.
Consultant for development of housing, health care and day care complex.

WRC Community and Health Services
Housing and development consultant

Commonwealth of Pennsylvania

The House of Representatives

Citation

Whereas, *Ralph A. Falbo, founder and president of Ralph A. Falbo, Inc., is being honored for his exceptional community service and long dedication to improving the quality of life in the city of Pittsburgh and County of Allegheny, and*

Whereas, *Prior to establishing Ralph A. Falbo, Inc., a firm of financial and real estate developers and consultants, Mr. Falbo served as vice president of finance for Allegheny Housing Rehabilitation Corporation. He was also previously employed by the accounting firm of Arthur Young and Company as a senior accountant and as assistant to the vice president of finance of K.B. Marketing System, Inc., and*

Whereas, *Mr. Falbo is a member and trustee of the National Council on Seniors Housing, a member of the housing committee of the Mayor's Committee on Women in Renaissance II and other municipal development committees. He is also a member of the advisory board of Mom's House, a member of the development committee of the Sisters of St. Francis of Millvale, and a member of the Allegheny County Consolidated Plan Task Force.*

Now therefore, *the House of Representatives of the Commonwealth of Pennsylvania applauds Ralph A. Falbo, a man of considerable civic spirit and a great benefactor of the community, whose record of volunteer service and leadership far exceeds those standards normally ascribed as exemplary.*

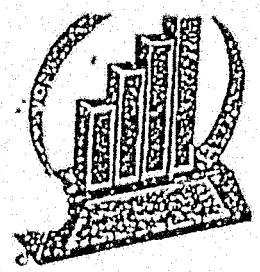
And directs *that a copy of this citation, sponsored by the Honorable William Russell Robinson on December 31, 1996, be transmitted to Ralph A. Falbo, 100 Wood Street, Pittsburgh, Pennsylvania 15222.*

William Russell Robinson, Sponsor

Matthew Ryan, Speaker of the House

Attest:

Ted Mazia, Chief Clerk of the House



The 1993 Entrepreneur Of The Year® Awards

2000 Pittsburgh National Building
Pittsburgh, Pennsylvania 15222
(412) 644-0442

April 12, 1993

Ernst & Young
Inc.
Merrill Lynch

Honorary

Adam S. Hanks
Partner and Director of Entrepreneurial Services
Ernst & Young
Pittsburgh

Thomas G. Digley
Managing Partner
Ernst & Young
Pittsburgh

Joseph E. Brown
Resident Vice President
Merrill Lynch

Judges

Willard E. Campbell
Chairman & CEO
Hoss's Steak and Sea House

[illegible] Coertzen
President & CEO
Children's Hospital

John E. Kaiser
President
Kaiser Hall Kaiser
Rittelmann Associates

Francis J. Kramer
President & COO
PAVI Incorporated

Jacqueline C. Morby
Senior General Partner
TA Associates

John C. Regan
Chairman & CEO
PDG Environmental

Bruce E. Robbins
President & CEO, Pittsburgh
PNC Bank, N.A.

William G. Thomas
President & CEO
Richard Baker Corporation

Mr. Ralph A. Falbo, Jr.
President
Ralph A. Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

Dear Mr. Falbo,

Congratulations! You have been nominated to receive one of Western Pennsylvania's Entrepreneur Of The Year® Awards. This year's awards will be presented in June to outstanding leaders of our most successful and growing businesses.

Western Pennsylvania's Entrepreneur Of The Year awards program is one of over 40 regional programs, sponsored by Ernst & Young, Inc. Magazine, and Merrill Lynch. Award recipients will be selected by an independent judging panel and announced at an awards reception and banquet on June 18, 1993 at the Vista International Hotel beginning at 6:00 PM. We will send you a formal invitation at a later date.

In the fall, the national Entrepreneur Of The Year and other national award recipients in other categories will be chosen from among the regional award recipients by a separate national judging panel. The national finalists and award recipients will be announced at the national conference of the EOY! Also, the national Entrepreneur Of The Year will be featured as the cover story of Inc.'s December issue. Articles about other national award recipients, national finalists, regional award recipients, finalists and nominees will also appear in that issue and other issues throughout the year.

In order for your nomination to be considered, we may need to obtain additional information about you and your business. If additional information is required, an Ernst & Young professional will contact you within the next week to ten days.

In the meantime, if you have questions about the program or the information requested, please don't hesitate to call me at 644-0670.

Congratulations on your nomination!

Sincerely,

Karen B. Hoy

Winners of Entrepreneur Awards

HOT TECHNOLOGY Electronic Business Executive

ABC

The Foundation for National Technological Media

NASBIC

Schedule A: List of Previous Projects and Section 8 Contracts. By my signature below is the complete list of my previous projects and my participation history as a principal in Multifamily housing programs of HUD/FmHA, State, and Local Housing Finance Agency. Note: Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, *"No previous participation, First Experience."*

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved (if other than HUD))		3. List Principals Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default during your participation?			6. Last Mgmt. and/or Physical Insp. Rating
					Yes	No	If "Yes," explain	
Falbo, Ralph A.	033-HD011 VERLAND COMMONS Cheswick, PA	4 BR Group Home	Consultant 1991-1994				YEAR COMPLETED 1994	
Falbo, Ralph A.	TC96-29 MANCHESTER HOPE VI+ PHASE I Pittsburgh, PA	40 Rental 11 Sale Units	General Partner/Developer 1996- Interest 0.2150	Current		X	1997	N/A
Falbo, Ralph A.	TC96-123 MANCHESTER HOPE VI+ PHASE II Pittsburgh, PA	25 Rental 15 Sale Units	" "	Current		X	1998	N/A
Falbo, Ralph A.	TC97-102 MANCHESTER HOPE VI+ PHASE III Pittsburgh, PA	18 Rental Units	" "	Current		X	1999	N/A
Falbo, Ralph A.	TC98-77 MANCHESTER HOPE VI+ PHASE IV-A Pittsburgh, PA	24 Units	" "	Current		X	2000	N/A
Falbo, Ralph A.	04659 FARMERS MARKET APTS. Pittsburgh, PA	75 Units	General Partner/Developer 1998-	Current		X	2000	N/A

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RALPH A. FALBO, INC Falbo, Ralph A.	"SEE MASTER LIST ON FILE" Update/Revised 10/16/98 ADDITIONS:					YEAR COMPLETED	
Falbo, Ralph A.	033-HD035/PA28-Q961-006 McGUIRE WOODLANDS 4-BR New Brighton, PA Group Home	Consultant 1996-1999				1999	
Falbo, Ralph A.	033-EE080/PA28-S961-007 ST. JOSEPH'S TERRACE 22 Units Weedville, PA (Elk County)	Consultant 1996-	Current		X	1999	N/A
Falbo, Ralph A.	033-EE068/PA28-S951-014 ALVERNO APARTMENTS 53 Units Millvale, Pgh., PA	Consultant 1991-	Current		X	1999	N/A
Falbo, Ralph A.	033-EE081/PA28-S961-008 ARCH COURT 31 Units N.S., Pgh., PA	Consultant 1992-	Current		X	1999	N/A
Falbo, Ralph A.	033-EE090/PA-S971-006 FOX TOWNSHIP MANOR 17 Units Kersey, PA (Elk County	Consultant 1997-	Current		X	2000	N/A
Falbo, Ralph A.	TC96-122 37 Units CHRISTOPHER A. SMITH TERRACE Pittsburgh, PA	General Partner/Developer 1990-	Current		X	1999	N/A
Falbo, Ralph A.	PHFA No. 0-609 24 Units WESTBRIDGE APARTMENTS Bridgewater, PA	General Partner/Developer 1997 -	Current		X	1999	N/A

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Falbo, Ralph A.	PHFA, DCA, URA of Pgh. DOROTHY DAY APARTMENTS 17 Units Pittsburgh, PA	Consultant 1988-1992				YEAR COMPLETED 1991	
Falbo, Ralph A.	033-35916-SP-SR-WAH 45 Units LEO MEYER MANOR McKees Rocks, PA	Consultant 1988-	Current		X	1992	Satisfac
Falbo, Ralph A.	033-EH283-NP-WAH-L8 40 Units GERMAINE HARBOR Bethel Park, PA	Consultant 1988-	Current		X	1994	Satisfac
Falbo, Ralph A.	033-EH285 32 Units WESTERN MANOR Pittsburgh, PA	Consultant 1989- Management Agent 1995-	Current		X	1994	Superior
Falbo, Ralph A.	033-EE003 57 Units WRC NORTH FORK HEIGHTS Brookville, PA	Consultant 1990-1995				1995	
Falbo, Ralph A.	033-EE023 50 Units GOODWILL VILLA Bridgeville, PA	Consultant 1990-1995				1995	
Falbo, Ralph A.	033-EE025 50 Units FAYETTE COURT a/k/a Poplar Lane Court Uniontown, PA	Consultant 1990-1994				1994	
Falbo, Ralph A.	PHFA 0-300, 40 Units MILLIONES MANOR Pittsburgh, PA	Consultant 1990-1997				1997	
Falbo, Ralph A.	PHFA 0-446 49 Units GOODWILL MANOR Bridgeville, PA	Consultant 1990- Special Limited Partner Interest - 0.05%	Current		X	1996	

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						YEAR COMPLETED	
Falbo, Ralph A.	033-EH200-NP-WAH-L8-CMI WEST PARK COMMONS (12 Units) McKees Rocks, PA	Consultant 1985-1988				1988	
Falbo, Ralph A.	033-EH234-NP-WAH-L8 (50 Units) UNLIMITED HOUSING for the ELDERLY Uniontown, PA	Consultant 1986-1991				1991	
Falbo, Ralph A.	033-EH263-NP-SR-WAH (22 Units) MARIAN HOUSE MANOR Altoona, PA	Consultant 1986-	Current		X	1990	Satisfact
Falbo, Ralph A.	033-35193-NP-SR (43 Units) JUST-INN TRANSITION Pittsburgh, PA	Consultant 1986-	Current		X	1988	Satisfact
Falbo, Ralph A.	033-35195-NP-SR-WAH (36 Units) ST. MARY MERCY MANOR Pittsburgh, PA	Consultant 1987-	Current		X	1989	Satisfact
Falbo, Ralph A.	033-EH257-NP-WAH-L8 (51 Units) MARIAN PLAZA Pittsburgh, PA	Consultant 1987-	Current		X	1990	Satisfact
Falbo, Ralph A.	033-35196-NP-SR-WAH (37 Units) BRY-MARD APARTMENTS Pittsburgh, PA	Consultant 1987-	Current		X	1990	Satisfact
Falbo, Ralph A.	033-EH254-NP-WAH-L8 (51 Units) STO-ROX PLAZA McKees Rocks, PA	Consultant 1987	Current		X	1990	Satisfact
Falbo, Ralph A.	033-EH270-NP-WAH-L8 (47 Units) ETNA COMMONS Pittsburgh, PA	Consultant 1988-1995				1991	

Schedule A t of Previous Projects and Section 8 Contracts. By my name w is the complete list of my previous projects and my participation his. as a principal; i Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Abbreviate where possible. Make fu disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, *"No previous participation, First Experience."*

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						YEAR COMPLETED	
Falbo, Ralph A.	033-EH117-NP-WAH-L8 (86 Units) CLAIRVAUX COMMONS Indiana, PA	Consultant 1982-	Current		X	1984	Satisfactc
Falbo, Ralph A.	033-EH083-NP-WAH-L8-CMI TRANSITIONAL SERVICES McKeesport, PA (12 Units)	Consultant 1982-1989				1983	
Falbo, Ralph A.	033-EH118-NP-WAH-L8 GOODWILL PLAZA (73 Units) Pittsburgh, PA	Consultant 1983-1985				1985	
Falbo, Ralph A.	033-EH152 (73 Units) COUNTRY MANOR Duncanville, PA	Consultant 1983-1984				1984	
Falbo, Ralph A.	033-EH184-NP-WAH-L8 (61 Units) ALEXIS MANOR Wexford, PA	Consultant 1984-	Current		X	1986	Satisfacto
Falbo, Ralph A.	033-EH185-NP-WAH-L8 (50 Units) GILBERT STRAUB PLAZA So. Greensburg, PA	Consultant 1984-	Current		X	1986	Satisfacto
Falbo, Ralph A.	033-EH180-NP-WAH-L8-CMI MCKEES ROCKS COMMONS (6 Units) McKees Rocks, PA	Consultant 1984-1988				1988	
Falbo, Ralph A.	033-EH202-NP-WAH-L8 BEECHVIEW MANOR (42 Units) Pittsburgh, PA	Consultant 1985-	Current			1988	Satisfacto
Falbo, Ralph A.	033-EH203-NP-WAH-L8 (50 Units) SHEPTYTSKY ARMS Pittsburgh, PA	Consultant 1985-1993				1987	

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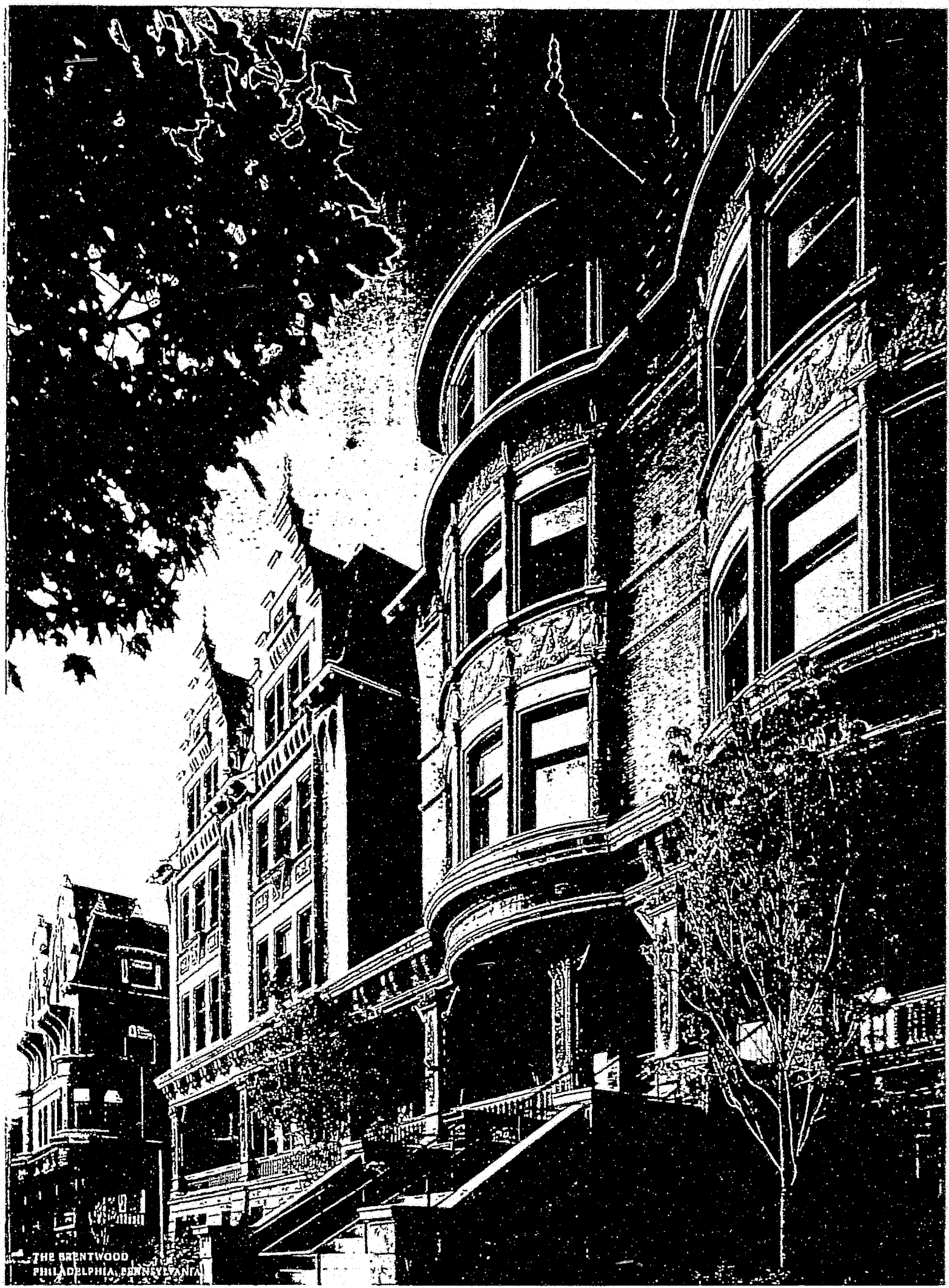
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						YEAR COMPLETED	
Falbo, Ralph A.	033-EH055-NP-WAH-L8 (100 Units) ST. THOMAS MORE HOUSING, INC. Bethel Park, PA	Consultant 1979-	Current		X	1982	Satisfactc
Falbo, Ralph A.	033-EH054-NP-WAH-L8 (101 Units) ST. AMBROSE MANOR, INC. Spring Hill, Pittsburgh, PA	Consultant 1979-1985				1981	
Falbo, Ralph A.	033-EH034-NP-WAH-L8 (100 Units) ST. FRANCIS PLAZA, INC. Pittsburgh, PA	Consultant 1978-	Current		X	1982	Satisfactc
Falbo, Ralph A.	PA28-0029-010 (7 Units) NINTH AVENUE APARTMENTS McKeesport, PA	Consultant 1978-1980				1980	
Falbo, Ralph A.	PA28-0029-011 (14 Units) PRINCETON PARK APARTMENTS Wilkinsburg, PA	Consultant 1978-1980				1980	
Falbo, Ralph A.	PA28-0034-011 (18 Units) WESLEY COMMONS Wilkinsburg, PA	Consultant 1979-1980				1980	
Falbo, Ralph A.	033-EH076-NP-WAH-L8 JOHN PAUL PLAZA (70 Units) Pittsburgh, PA	Consultant 1980-	Current		X	1982	Satisfactc
Falbo, Ralph A.	033-EH086-NP-WAH-L8 (101 Units) ST. THERESE PLAZA Munhall, PA	Consultant 1981-	Current		X	1983	Satisfactc
Falbo, Ralph A.	033-EH077-NP-WAH-L8 (75 Units) VALLEY PIKE MANOR Johnstown, PA	Consultant 1981-1985				1983	

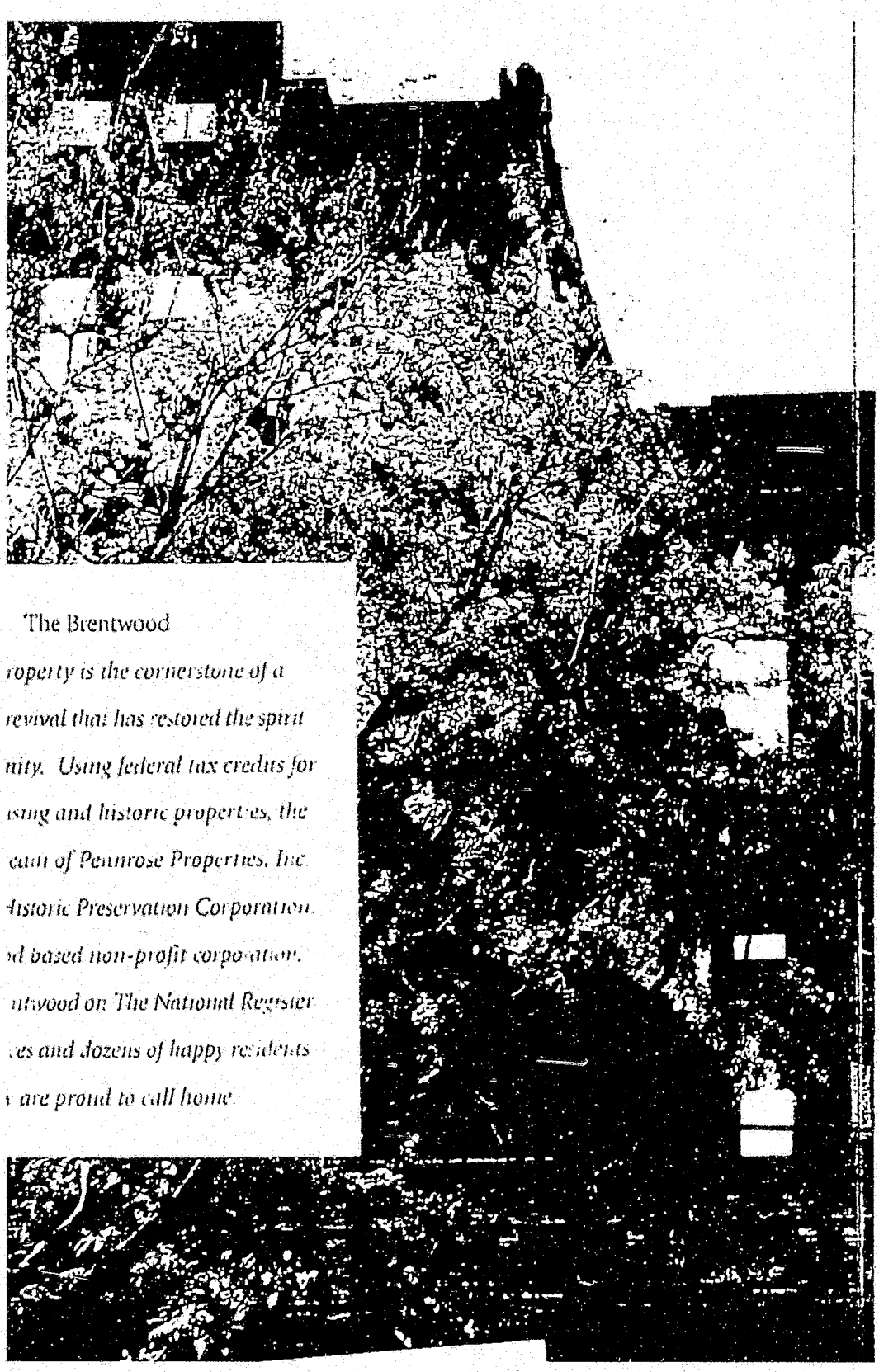
Schedule A: L ...l Previous Projects and Section 8 Contracts. By my name be ... s the complete list of my previous projects and my participation histor... principal; in Multifamily Ho ... programs of HUD/FmHA, State, and Local Housing Finance Agencies ...e: Read and follow the instruction sheet carefully. Abbreviate where p... e. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, *"No previous participation, First experience."*

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes	No	If "Yes," explain	6. Last Mgmt. and/or Physical Inspctn Rating
			**			YEAR COMPLETED	
FALBO, RALPH A., President Ralph A. Falbo, Inc. 100 Wood Street Pittsburgh, PA 15222	033-44199-NP-SR-SUP BROWNSVILLE APARTMENTS, INC. Brownsville, PA	Consultant 1974-1976				1976	
	033-4120-NP-SR-SUP BELLEFIELD DWELLINGS	Consultant 1974-1977				1977	
Falbo, Ralph A.	033-57001-NP-231 (88 Units) ST. AUGUSTINE PLAZA Lawrenceville, Pittsburgh, PA	Consultant 1974-	Current		X	1977	Satisfactory
Falbo, Ralph A.	PA28-0011-046 (16 Units) CALDWELL APARTMENTS Wilmerding, PA	Consultant 1975-1977				1977	
Falbo, Ralph A.	PA28-0011-047 (18 Units) WESTWILM APARTMENTS Wilmerding, PA	Consultant 1975-1977				1977	
Falbo, Ralph A.	033-EH009-WAH-L8 (104 Units) MARS HOUSING, INC. Mars, PA	Consultant 1977-1990				1978	
Falbo, Ralph A.	033-EH011-NP-WAH-L8(100 Units) METOWERS, INC. Avalon, PA	Consultant 1979-1981				1980	
Falbo, Ralph A.	033-EH008-L8-WAC (24 Units) WEST-IN-ARMS, INC. - 2 Bldgs Apollo, PA & No. Apollo, PA	Consultant 1978-1980				1980	
Falbo, Ralph A.	033-EH035-NP-L8 (98 Units) ST. JUSTIN PLAZA, INC. Mt. Washington, Pgh., PA	Consultant 1978-	Current		X	1982	Superior

PENNROSE

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THE BRENTWOOD
PHILADELPHIA, PENNSYLVANIA



The Brentwood

roperty is the cornerstone of a revival that has restored the spirit nity. Using federal tax credits for sing and historic properties, the eam of Penrose Properties, Inc. Historic Preservation Corporation. ed based non-profit corporation. ntwood on The National Register es and dozens of happy residents are proud to call home.





Today, economic realities –

higher costs of living,

low wages, reduced retirement benefits –

threaten to exclude all but a few

from the dream of a place to call home.

BUILDINGS ARE JUST THE BEGINNING.

PENNROSE IS INTERESTED IN CREATING OPPORTUNITY, AND IN FULFILLING DREAMS.

PL'S CROSSING
MS RIVER, NEW JERSEY



PENNROSE

At Pennrose, we are dedicated to developing the highest quality, affordable housing. We provide homes for families, seniors and individuals with disabilities and a complementary system of support services that encourages community and self-sufficiency.

Members of the Pennrose family of companies – Development, Management and Service – work closely together to deliver the integrated services that characterize quality living. Our task is sizable – it takes many talented individuals adept at a variety of roles in the building, management and maintenance of residential properties.

PENNROSE UNDERSTANDS THAT QUALITY IS NOT A FACTOR OF COST BUT OF CARING.

WE HAVE LEARNED HOW TO BALANCE DEVELOPMENT OBJECTIVES WITH SOCIAL GOALS.



PENNROSE PROPERTIES

Pennrose is one of the leading private producers of affordable housing in the nation. Since 1970, we have developed thousands of residences – all of which we continue to own and maintain. Our developments provide attractive homes for a cross section of the community.

We create solutions. Consider our track record – we have secured more tax credit allocations than any other developer in our region – enhancing our ability to attract the right human and financial resources. Our development expertise and financial capability inspire the confidence of our partners, financial institutions and communities.

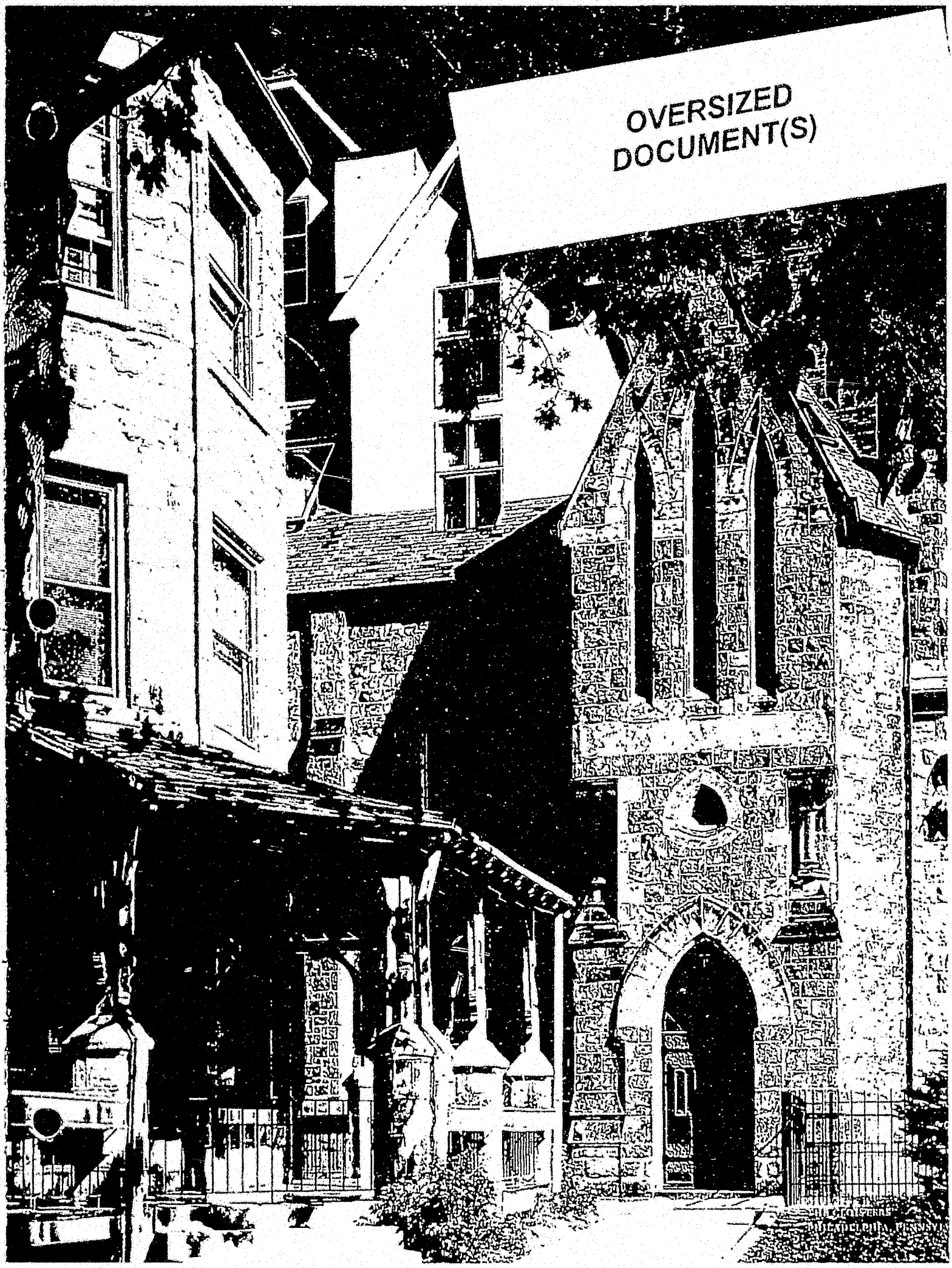
Over the years we have established partnerships with:

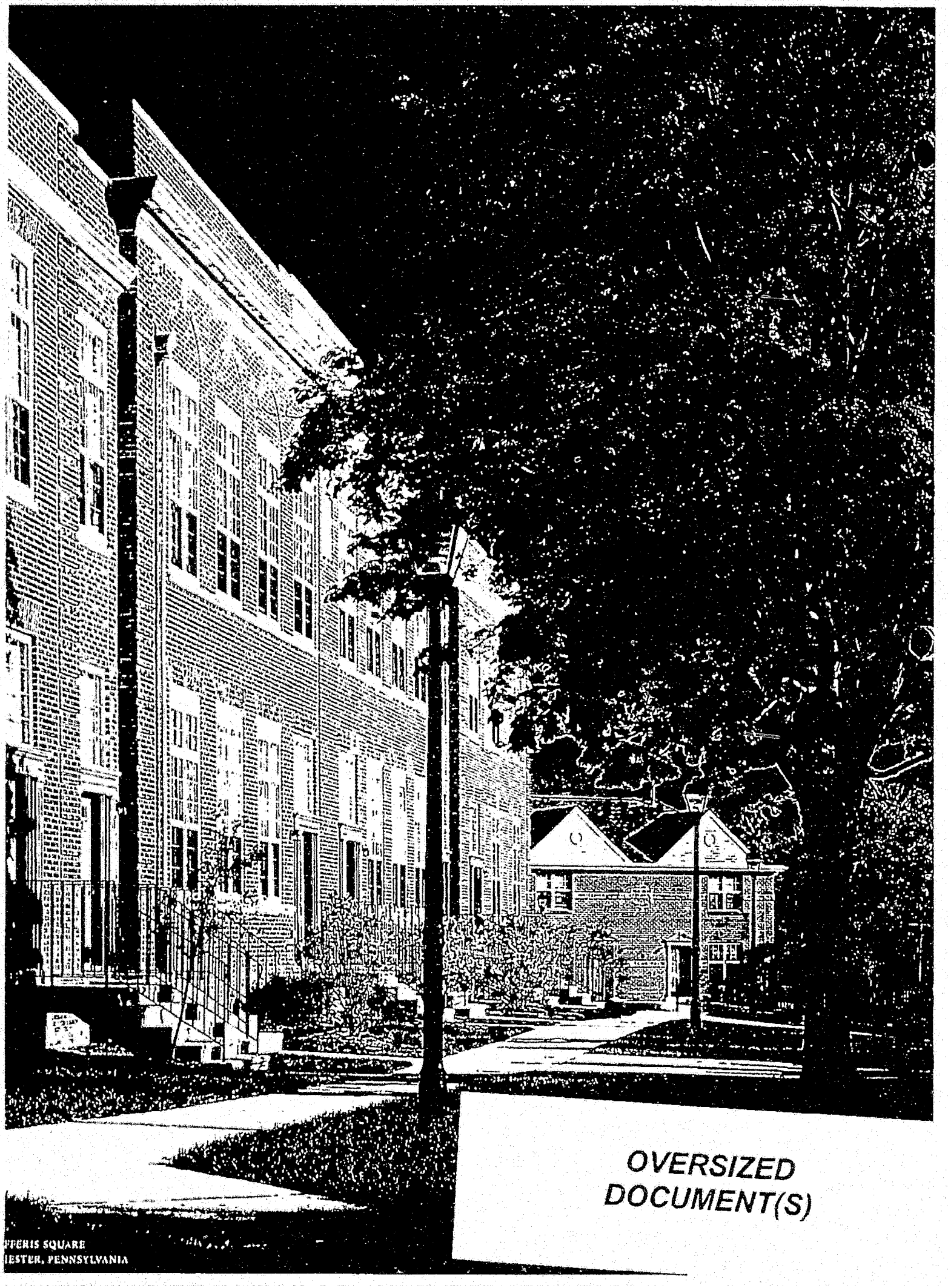
- community non-profit organizations
- public funding agencies
- private sector investors
- local leaders
- minority and female-owned businesses
- public housing authorities

These relationships have produced meaningful and attractive housing alternatives that have won numerous awards for neighborhood revitalization, project design and historic preservation – confirmation that affordable housing can be developed with quality, character and taste.

A WILLINGNESS TO INVEST IN RELATIONSHIPS.

PENNROSE ALIGNS THE RIGHT RESOURCES - HUMAN AND FINANCIAL - WITH INGENUITY.


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FFERIS SQUARE
IESTER, PENNSYLVANIA







PENNROSE MANAGEMENT COMPANY

Recognized leaders in the management of affordable housing, Pennrose Management Company knows what services make a critical difference in the lives of our residents.

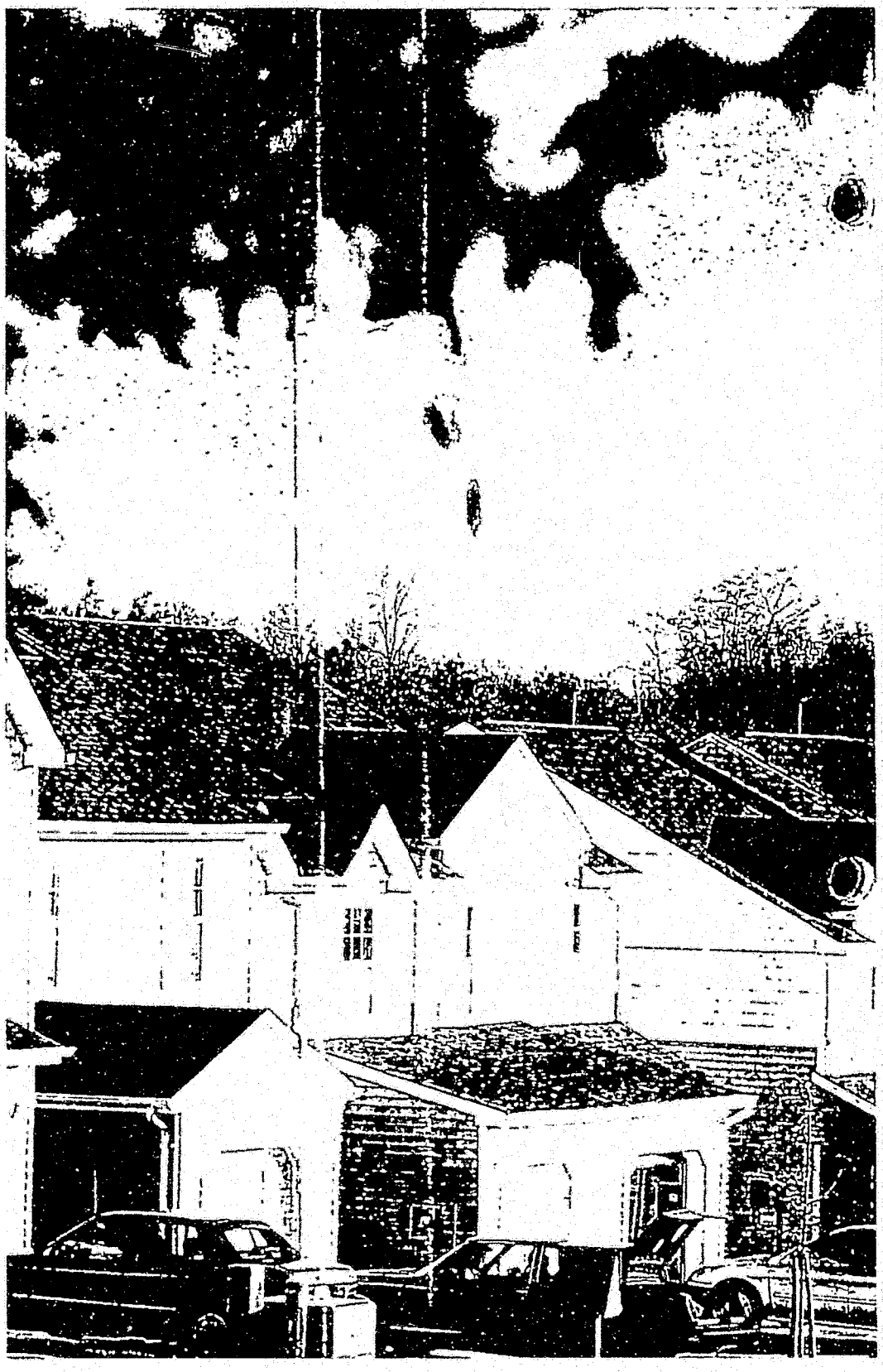
Pennrose works in conjunction with commmunity resources to tailor programs to meet the needs of a diverse population — working mothers, senior citizens, struggling families, people with disabilities. Our residents are individuals, therefore the services we provide must meet their specific needs, with programs that include:

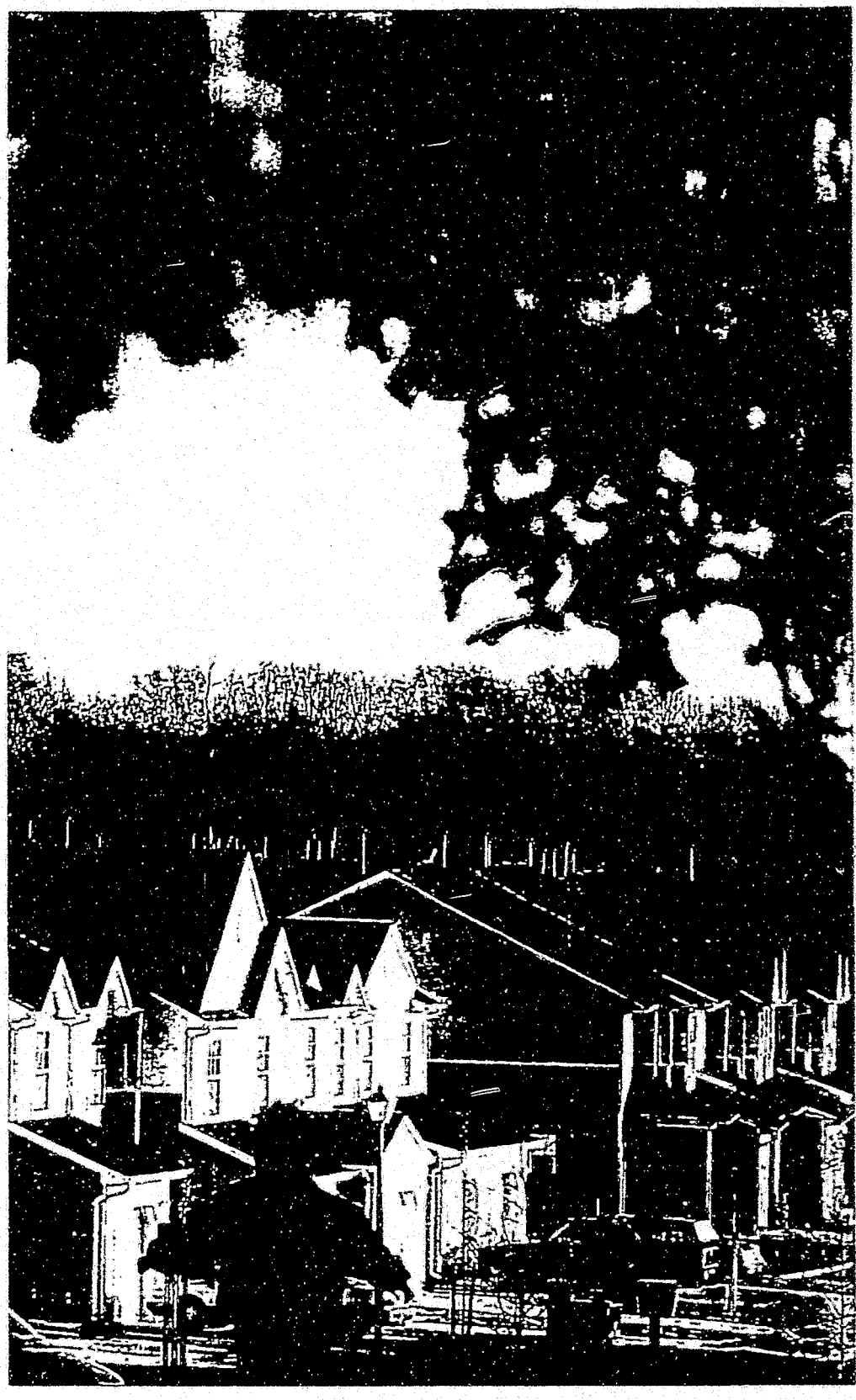
- Confidential needs assessment
- Counseling
- Personal family goal establishment
- Job placement assistance
- Job preparedness skills
- Day care
- After school tutoring
- Educational seminars
- Literacy programs
- Life skills seminars
- After school day care
- Housekeeping skills
- English as a second language program
- Health maintenance programs
- Homeownership counseling
- On-site medical care
- Social activities

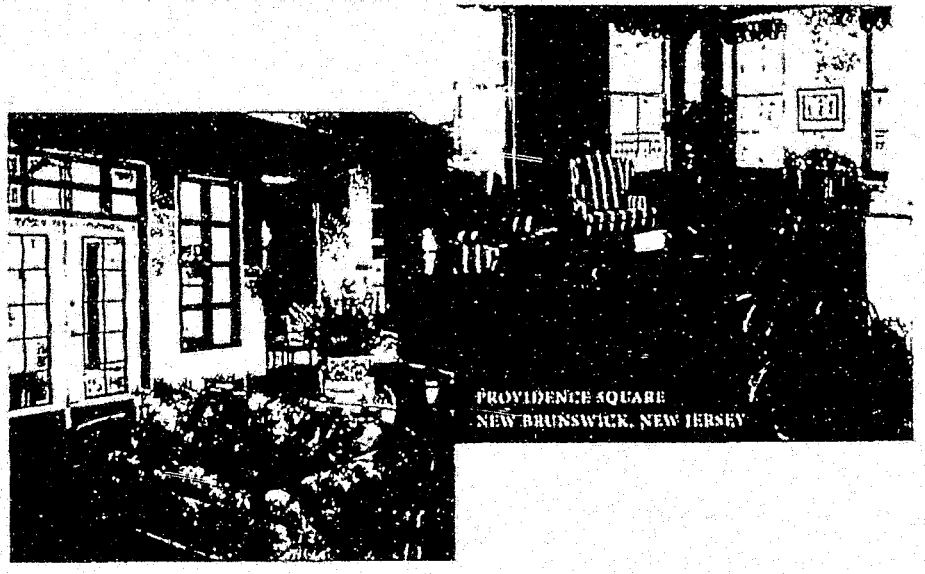
In order to become a resident in one of our developments, each candidate must go through a screening process: a housekeeping inspection of their current home, credit and criminal history check, drug testing and current and prior landlord references must be supplied. Self-sufficiency is the goal – once they are approved, residents are asked to sign a contract obligating them to work toward their goal.

STRONGER INDIVIDUALS CREATE STRONGER COMMUNITIES.

PENNROSE HELPS PEOPLE WHO ASPIRE TO ACHIEVE.







PROVIDENCE SQUARE
NEW BRUNSWICK, NEW JERSEY

PENNROSE SERVICE COMPANY

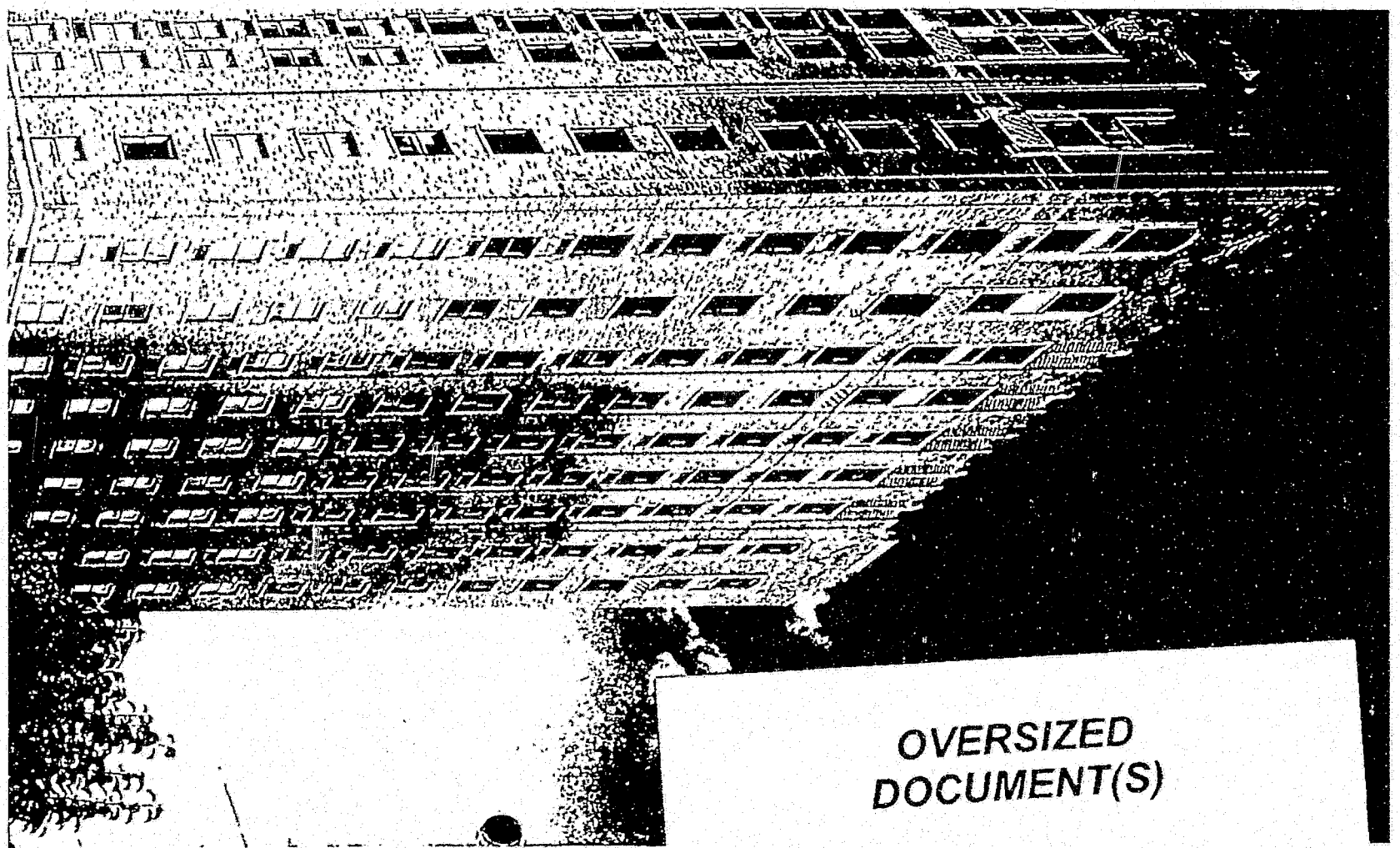
Our highly-trained staff is supported by a management information system which enables us to track service calls, schedule daily work orders, control costs, manage inventory and monitor resident satisfaction.

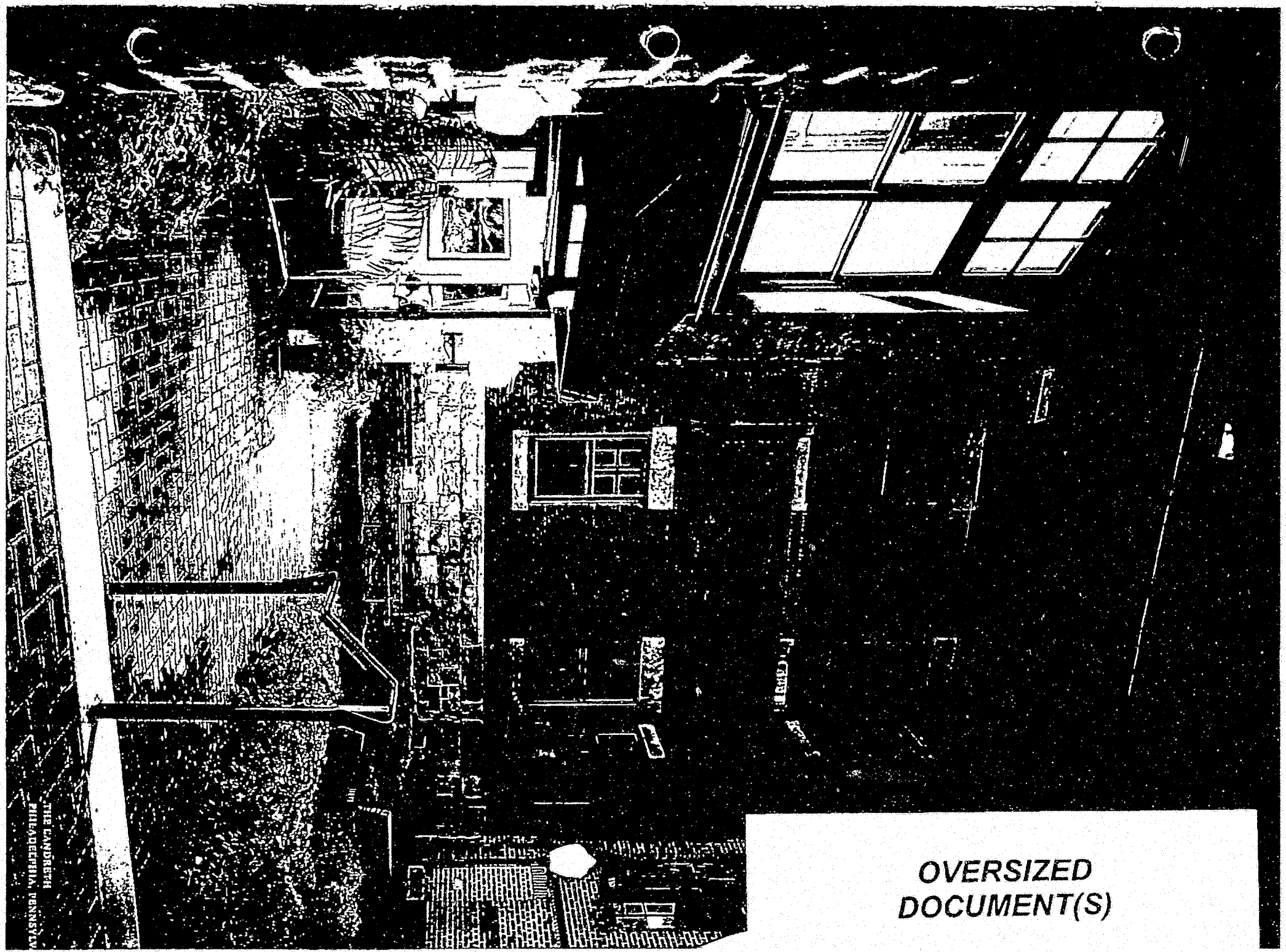
At the heart of our service philosophy is a commitment to provide employment opportunities for our residents. Pennrose Service Company makes a special effort to seek out and train residents for management and maintenance positions. We provide incentives to our vendors and encourage them to train and hire residents for positions within their companies.

Community organizations can also benefit from our expertise – Pennrose Service Company can assist them with training programs for the maintenance and management of their facilities.

PENNROSE HAS INTEGRATED CENTRALIZED SERVICES WITH SKILLED ON-SITE STAFF.

WE KNOW THAT WORKING SMART IS AS IMPORTANT AS WORKING HARD.


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MEETING THE CHALLENGE

Affordable housing is one of society's most serious challenges. Whether the effort demands technical expertise or sophisticated financing – Pennrose commits its resources to achieve the goal.

- Community leaders often need special help revitalizing a troubled neighborhood. We have the relationships and resources to facilitate the process.
- An historic property needs complex financing from multiple sources to make redevelopment feasibe. We have the funds, skill and reputation in the investment community to get results.
- Obtaining permits and required government approvals means dealing with regulatory "red tape." We have the professionals with the technical skill and know-how to get the job done
- From concept to construction, it often takes years – we have the vision and tenacity to see new developments through to completion.
- Once completed, we stand behind our developments; we commit our expertise and resources to maintain and manage the properties for the long run.

COMMITTED TO REBUILDING COMMUNITIES, PENNROSE ENLISTS

THE POLITICAL, FINANCIAL AND COMMUNITY SUPPORT REQUIRED TO MAKE IT HAPPEN



BUILDING EXCELLENCE AWARDS

The Brentwood
Philadelphia, Pennsylvania

Preservation Alliance for Greater Philadelphia
Preservation Achievement Award

Commerce Bank
Building Excellence Award

Diamond Street Apartments
Philadelphia, Pennsylvania

Pennsylvania Historical and Museum
Commission, Bureau of Historic Preservation
Certificate of Merit

The Dunlap
Philadelphia, Pennsylvania

Pennsylvania Historical and Museum
Commission, Bureau of Historic Preservation
Certificate of Merit

Commerce Bank/
Philadelphia Business Journal
Building Excellence Award

Hope's Crossing
Toms River, New Jersey

New Jersey Apartment Association
Garden State Awards
Community of the Year

Jefferis Square
Chester, Pennsylvania

Delaware County
William H. Yeates Award for Outstanding Site Design and Land Planning

The Landreth
Philadelphia, Pennsylvania

Federal Home Loan Bank
Pillars of the Community Award

Lehigh Coal and Navigation Building
Jim Thorpe, Pennsylvania

Pennsylvania Historical and Museum
Commission, Bureau of Historic Preservation
Certificate of Merit

Lincoln Commercial Associates
Reading, Pennsylvania

Official Commendation
City of Reading, PA
In appreciation of a Significant Contribution to the Preservation of Reading's Architectural Heritage

People's Emergency Center
Philadelphia, Pennsylvania

Presidential Point of Light
Honor Award

The Foundation for Architecture
Award of Merit for Urban Design Excellence

Regent Terrace Apartments
Philadelphia, Pennsylvania

The Foundation for Architecture
Award of Merit for Urban Design Excellence

Commerce Bank Tri-State Building
Award of Excellence
Residential Multi-Family

National Trust for Historic Preservation
National Preservation Honor Award

River Street Commons
Red Bank, New Jersey

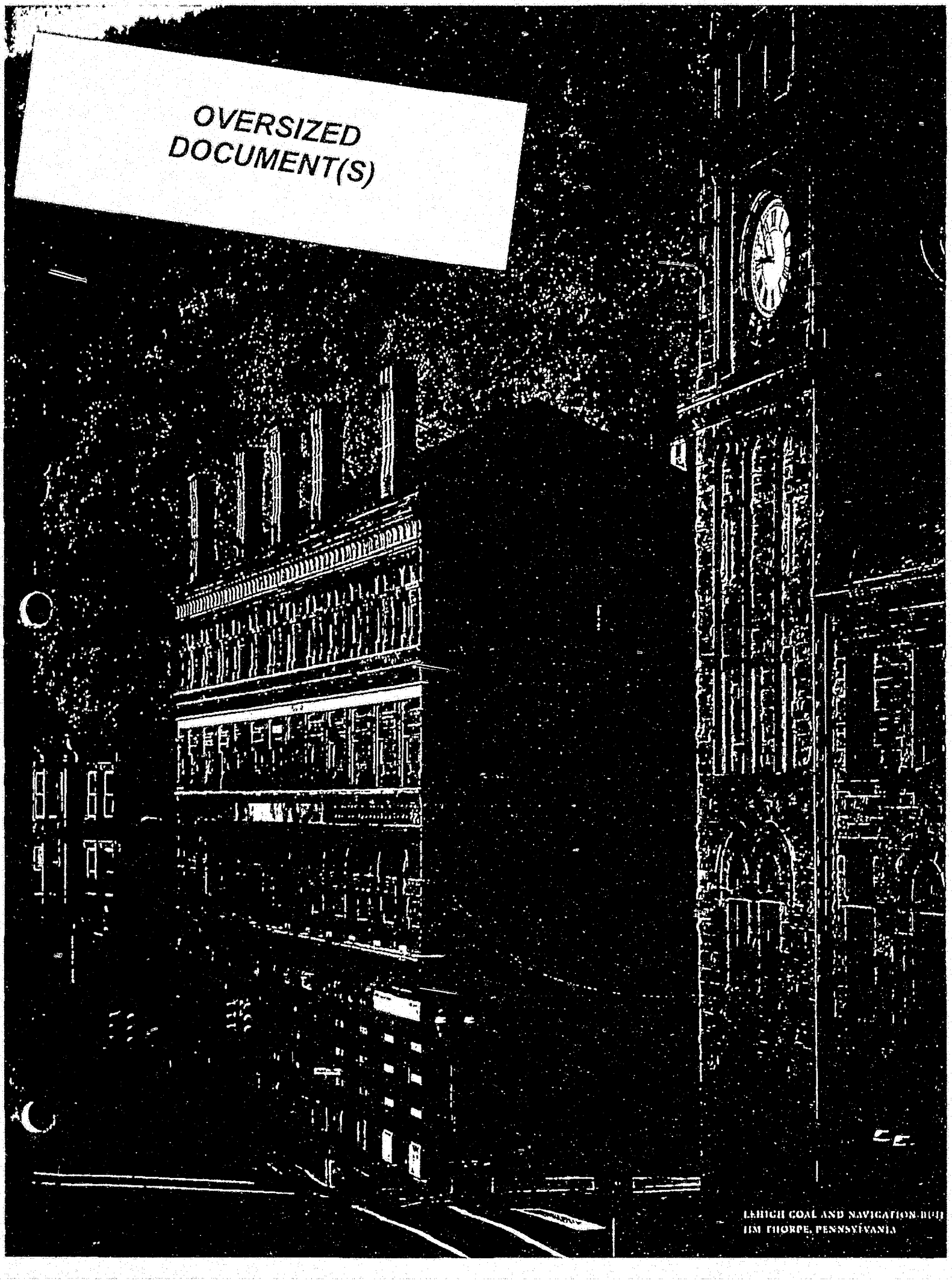
Monmouth County Planning Board
Building Excellence Award

Tasker Village
Philadelphia, Pennsylvania

The Affordable Housing Tax Credit Coalition
Tax Credit Excellence Award

A HAPPY RESIDENT IS PROUD THAT THE BEST FINANCIAL INVESTMENT

IS NOT JUST HOUSING, BUT IN THE COMMUNITY IT NURTURES.

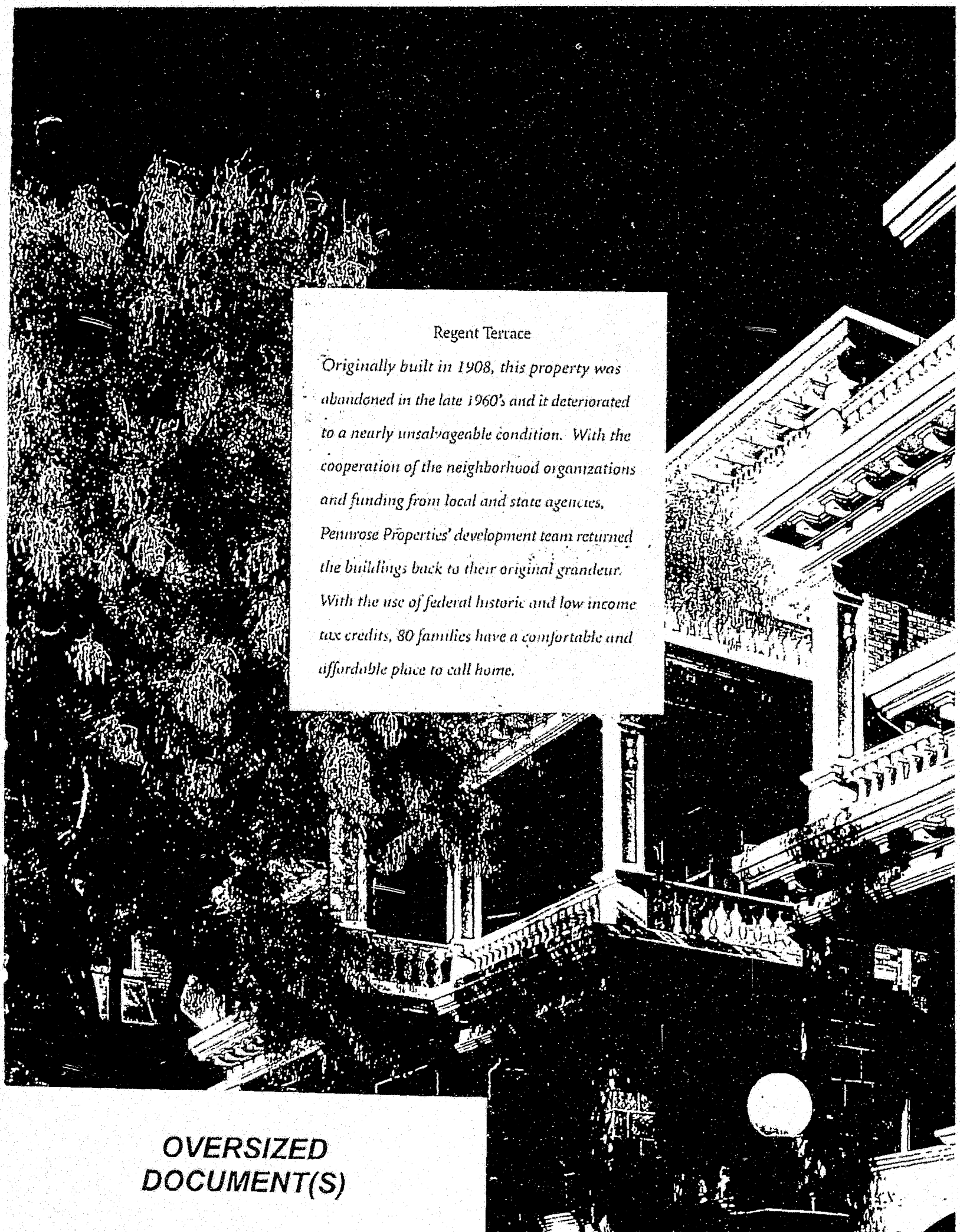

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LEHIGH COAL AND NAVIGATION BUILDING
JIM THORPE, PENNSYLVANIA



Our mission is clear.
Affordable housing where people can live
with dignity and pride.
We achieve this by working with many
talented individuals who share our goals –
residents, community groups, professionals,
business partners, municipalities,
government agencies, lenders, and investors –
we make the difference.

ACHIEVING AND SUSTAINING THE VISION TAKES SKILL AND DEDICATION.

IT TAKES THE COMMITMENT OF A UNIQUE TEAM.

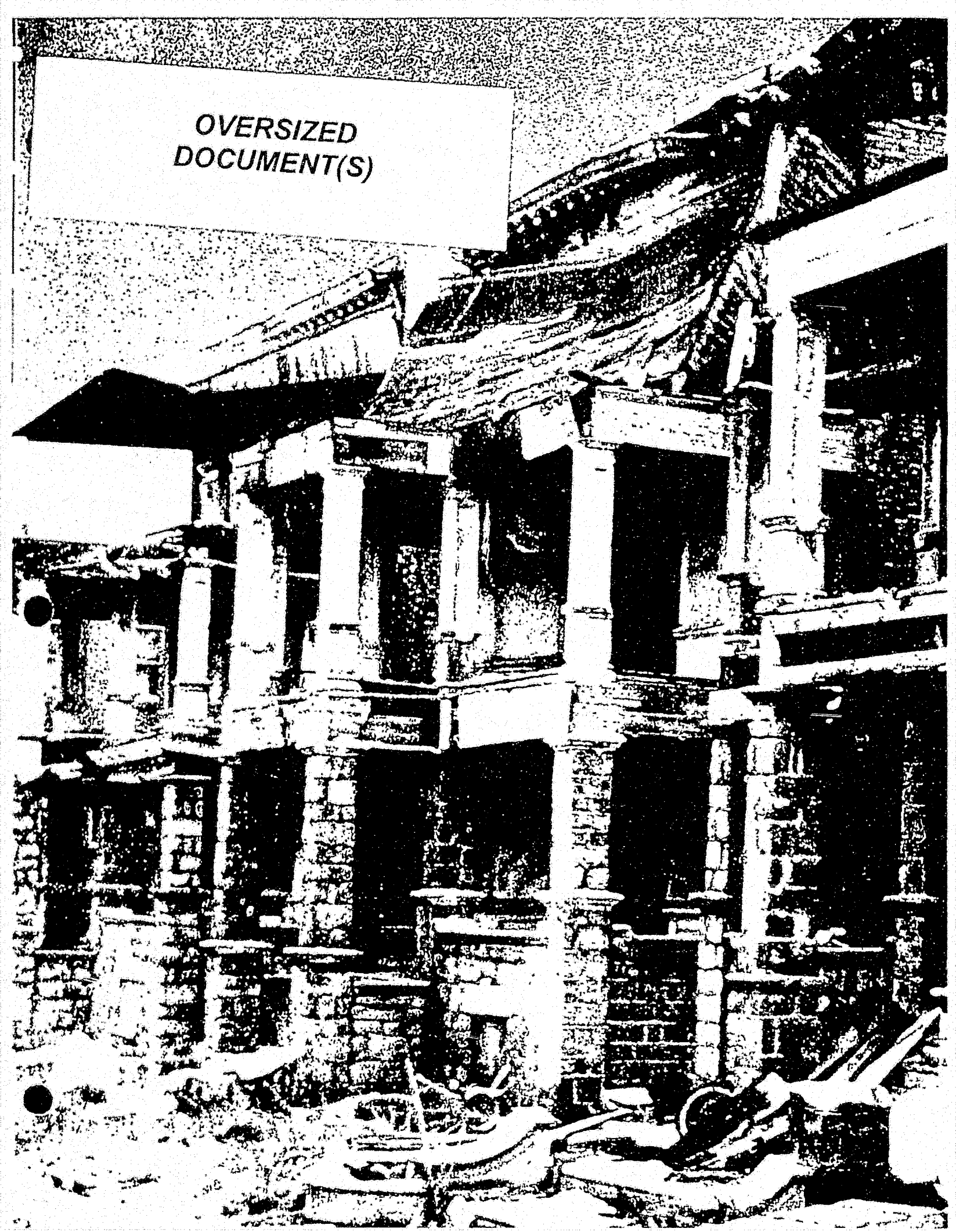


Regent Terrace

Originally built in 1908, this property was abandoned in the late 1960's and it deteriorated to a nearly unsalvageable condition. With the cooperation of the neighborhood organizations and funding from local and state agencies, Penrose Properties' development team returned the buildings back to their original grandeur. With the use of federal historic and low income tax credits, 80 families have a comfortable and affordable place to call home.

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List of Low-Income Housing Developments

Pennrose Equities / Pennrose Properties, Inc. / Halliday Properties — December 13, 2000

Property Name	Property Location	# of Units	Project ID No	Placed in Service Date
Academy Place	Trenton, NJ	40	TC# NJ 467	1/1/98
Allegheny	Pittsburgh, PA	75	TC# PA 99-068	5/15/00
Allison Hill	Harrisburg, PA	27	TC# PA 92 024	12/1/93
Allison Hill II	Harrisburg, PA	30	TC# PA 98-112 TC# PA 00-104	9/19/00
Artisan's Mill	Trenton, NJ	31	TC# NJ 538	7/31/99
Bernice Arms	Philadelphia, PA	46	TC# PA 97-036	12/29/98
Bookbindery	Reading, PA	41	TC# PA 90-157	9/4/91
Brantwood II	Philadelphia, PA	16	TC# PA 96-076	12/29/98
Brentwood	Philadelphia, PA	42	TC# PA 93-121	12/19/95
Calcon Gardens	Darby Twp, PA	50	TC# PA 99 56	Under Construction
Chatham Senior Village	Chester, PA	40	TC# PA 98-082	7/7/00
Christopher A. Smith Terrace	Pittsburgh, PA	37	TC# PA 96-122	12/3/98
Church Lane	Philadelphia, PA	40	TC# PA 88-173	6/19/89
Chestnut Ridge	Chester, PA	168	TC# PA 96-32 TC# PA 97-77	12/23/98
Cloisters I	Philadelphia, PA	45	TC# PA 92-119	9/10/93
Cloisters II	Philadelphia, PA	65	TC# PA 92-158	5/26/93
Diamond Street I	Philadelphia, PA	48	TC# PA 89-205	12/6/90
Diamond Street II	Philadelphia, PA	32	TC# PA 90-053	12/2/91
Diamond Street III	Philadelphia, PA	35	TC# PA 95-014	2/1/96
Dorado Village	Philadelphia, PA	81	HUD# 034-35209-LD	7/18/83
Dunlap	Philadelphia, PA	35	TC# PA 96-206	12/26/90
Fifth Street	Chester, PA	22	TC# PA 92-025, TC# PA 93-148, TC# PA 94-083	8/12/93
Hanover Residences	Hanover, PA	70	TC# PA 00-21	Under Construction
Goodwill Manor	Pittsburgh, PA	49	TC# PA 95-118	11/24/97
Goodwill Neighborhood Res	Scranton, PA	36	TC# PA 96-062	3/1/98
Hershey Plaza	Hershey, PA	216	HAP# PA26-H084-031	5/1/78
Hopes Crossing	Toms River, NJ	125	TC# NJ 349	8/10/95
Jeffers Square	Chester, PA	36	TC# PA 95-008	7/15/96
Landreth	Philadelphia, PA	51	TC# PA 91-084	12/9/92
Lehigh Coal & Navigation Bld	Jim Thorpe, PA	27	HAP# PA26-H084-039	7/1/79
Liberty House	Phoenixville, PA	48	TC# PA 95-005	10/23/96
Limerick Green	Limerick, PA	80	TC# PA 98-067	5/1/00
Lincoln	Reading, PA	52	TC# PA 93-001	12/30/93
Livingston Manor	New Brunswick, NJ	50	TC# NJ 386	12/29/95
Majestic House	Tamaqua, NJ	74	PHFA# R-686-8E	5/1/81
Manchester Place - Phase I	Pittsburgh, PA	20	TC# PA 96-029	10/8/97
Manchester Place - Phase II	Pittsburgh, PA	25	TC# PA 96-123	8/13/98
Manchester III	Pittsburgh, PA	18	TC# PA 97 102	10/18/98
Manchester Phase IV	Pittsburgh, PA	17	TC# PA 98-077	10/31/00
Mansion Court	Philadelphia, PA	30	TC# PA 91-151, TC# PA 94-058	12/31/93
Mansion Court Phase II	Philadelphia, PA	19	TC# PA 95-015	10/3/96
Marion Terrace	Wilkes-Barre, PA	200	PHFA# R-0115-8F	7/1/79
Marlton Residences	Philadelphia, PA	25	TC# PA 97-045	7/2/99
Martin Luther King Plaza HOPE VI	Philadelphia, PA	49	TC# PA 99-99	Under Construction
McCernstin Square	Hamilton, NJ	70	TC# NJ 539	5/31/00
McFarland	Harrisburg, PA	49	TC# PA 96-070	12/1/97
Monroe Meadows	Monroeville, PA	48	TC# PA 00-39	Pre-Construction
Oxford	Oxford, PA	22	TC# PA 93-040	11/10/94

List of Low-Income Housing Developments

Pennrose Equities / Pennrose Properties, Inc. / Halliday Properties

December 13, 2000

Property Name	Property Location	# of Units	Project ID No	Placed in Service Date
Oxford Village	Oxford, PA	50	TC# PA 98-101	10/5/99
Parkside Apartments	Philadelphia, PA	64	PHFA# M-9	6/29/87
Pennsburg Commons	Pennsburg, PA	50	TC# PA 99-032	9/1/00
Pellettieri Homes	Trenton, NJ	69	TC# NJ 487	1/31/98
Pheasant Run	Harleysville, PA	142	HUD# 034-35203-PM	5/1/82
Providence Square	New Brunswick, NJ	98	TC# NJ 258	12/8/93
Regent Terrace	Philadelphia, PA	80	TC# PA 88-004, TC# PA 88-700	12/22/88
Residences at 6000 Baltimore	Philadelphia, PA	46	TC# PA 97-036	12/29/98
Rittenhouse	Norristown, PA	48	TC# PA 95-117	12/23/96
River Street	Red Bank, NJ	63	TC# NJ 401	6/27/96
Riverview Terrace	Pittsburgh, PA	37	TC# PA 96-122	12/3/98
Sartain Apartments	Philadelphia, PA	35	TC# PA 89-204	12/21/90
Spencer's Place	Philadelphia, PA	22	TC# PA 95-110	9/6/97
Spring Garden Apartments	Philadelphia, PA	9	TC# PA 89-218	11/2/93
Susquehanna II	Philadelphia, PA	47	TC# PA 91-040	2/25/93
Studevan School	Darby Twp., PA	36	TC# PA 99-19	Under Construction
Tasker Village	Philadelphia, PA	28	TC# PA 93-039	5/17/95
Temple Apartments	Edwardsville, PA	93	HAP# PA26-T822-013	4/22/85
Tioga Gardens	Philadelphia, PA	33	TC# PA 93-124, TC# PA 96-007	12/11/95
Trinity House	Berwyn, PA	134	HAP# PA26-H084-068	3/1/81
Universal Court	Philadelphia, PA	32	TC# PA 96-075	7/17/98
Wellington Ridge II	Chester, PA	118	TC# PA 00-103	Under Construction
Winding Ridge	Neptune, NJ	99	TC# NJ 400	12/31/95
Westbridge Apartments	Bridgewater, PA	24	TC# PA 98-129	7/5/00
Woodlayne Court	Middletown, PA	44	TC# PA 91-047	9/1/92

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
SISTER M. COLEMAN CONROY
EVELYN BENZO
THOMAS S. NETZER
MIKA DUNCAN

EXECUTIVE DIRECTOR
FRANK AGGAZIO

EXECUTIVE:FA:aew
February 11, 2000

Mr. Ralph A. Falbo, Inc.
Co-General Partner
Groveton Housing Partnership
100 Wood Street Building
Pittsburgh, PA 15222

RE: Groveton Village

Dear Mr. Falbo:

Please consider this letter as verification of our intention to participate in Groveton Village throughout the compliance period. It is our intention to participate as Co-General Partner via an affiliate organization, Ohio Valley Housing-GP, Inc. It is also our intention to continue to manage Groveton Village and to continue to provide supportive services to the residents throughout the compliance period.

Sincerely,

Frank Aggazio
Executive Director

Agreed To By:

Co-General Partner

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH PA 15222
(412) 355-8940 · FAX (412) 355-8954
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EXECUTIVE DIRECTOR
FRANK AGGAZIO

October 24, 2000

Mr. Ralph A. Falbo
Ralph A. Falbo, Inc.
100 Wood Street Building
7th Floor
Pittsburgh, Pennsylvania 15222

Re Groveton Village
Robinson Township, PA

Dear Ralph:

This is to confirm our organization's intention to be the management agent and supportive services provider for Groveton Village. Groveton Village is a public housing community owned and managed by the Allegheny County Housing Authority.

Sincerely,

Frank Aggazio
Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

VISION STATEMENT:

Ensure that residents of public housing live in a decent and healthy environment, and enjoy a quality of life equal to the best privately managed rental housing development in your community.

MISSION STATEMENT:

The Allegheny County Housing Authority shall provide decent and sanitary housing to residents of public housing.

CULTURAL VALUES STATEMENT:

We believe that our Mission will be accomplished based on Values that:

- Observe moral, ethical and professional standards;
  We will achieve this by:
  **Maintaining personal integrity
  **Involving others in decisions that affect them
  **Showing concern for the needs of others
  **Continuously learning/knowing the business
- Ensure cost effective use of resources;
  We will achieve this by:
  **Helping people think for themselves
  **Treating people with dignity and respect
  **Working with a sense of accomplishment
  **Thinking in unique and independent ways
- Provide leadership in administration of public housing programs;
  We will achieve this by:
  **Helping others to grow
  **Thinking in terms of group/team satisfaction, cooperating with others
  **Openly showing enthusiasm, and communicating ideas
  **Emphasizing quality over quantity
- Continually assess and respond to the needs of resid
  We will achieve th
  **Pursuing a st
  **Thinking
  **Dealing
  **Reso
  **Tr
- Provi
  gro

Our cont

Allegheny County Housing Authority
Development Experience

Ohio Valley Housing – GP, Inc. is a subsidiary corporation of the Allegheny County Housing Authority. The Allegheny County Housing Authority (ACHA) owns and manages over 3,682 units of public housing in 21 family and 22 elderly communities. In the course of owning and operating these units, the ACHA has years of experience in capital improvement and rehab construction. ACHA was formed in 1935.

The ACHA manages approximately $7,000,000 in comprehensive grant funds on an annual basis. These funds are used to rehabilitate ACHA communities and on capital budget items.

ACHA successfully substantially rehabilitated and subsequently financed with Low Income Housing Tax Credits, one of their family public housing communities, Hays Manor The Falbo-Pennrose team assisted ACHA on the Hays Manor project

Much of the ACHA inventory consists of "war worker" housing that was constructed in the 1940s or 50s and is unmarketable in today's rental housing market. The units are small for their bedroom sizes. Many have no closets and living spaces that are not adequate for the number of household members.

For example, two of the ACHA communities, Mapleview Terrace and Millvue Acres, are currently being substantially rehabilitated using comp grant funds. These three-story walk-ups will be converted to two-story townhouses while increasing the average size of each unit.

ACHA is currently co-developer on two projects for which it has received HOPE VI funding from the U.S. Department of Housing and Urban Development

The revitalization of McKees Rocks Terrace, a family public housing development of 288 units involves the demolition of 288 units and reconstruction of 160 units on-site and 60 replacement units off-site. Anticipated and committed sources of financing for this project include HOPE VI funds, CDBG and Low Income Housing Tax Credits.

The revitalization of Homestead involves the redevelopment of an elderly housing development of 106 units. Anticipated and committed sources of funding include HOPE VI funds, Low Income Housing Tax Credits and CDBG. A list of ACHA owned and operated public housing is attached. Please refer to the following documents located within this application for more background on the Allegheny County Housing Authority:

Exhibit 1, Exhibit H, Management Agent Questionnaire
Exhibit 24, Social Service Provider Questionnaire
Exhibit 26, Support for Families in Transition

Allegheny Coun. using Authority
Elderly Site Listing

PHFA M... f Agent
Questionnaire
Exhibit H
Section VI
Attachment 1

SITE (ELDERLY HI-RISE)	No. Units	FINANCING	DATES MANAGED	PROPERTY MGR	OWNER/ADDRESS
BLAWNOX APARTMENTS 6-43 701 Center Avenue, Blawnox, PA 15238	90 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
BRACKENRIDGE HALL APARTMENTS 6-32 887 First Avenue, Brackenridge, PA 15014	64 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341Fourth Avenue Pgh., PA. 15222
CARSON HALL 6-30 Second & Wood Streets, Tarentum, PA 15084	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
CARVER HALL 6-36 565 Reed Street, Clairton, PA 15025	80 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
CORBETT APARTMENTS 6-39 *75 Corbett Street, Pittsburgh, PA 15237	105 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
DUMPLIN HALL 6-33 502 Hay Street, Wilkinsburg, PA *5221	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 34* Fourth Avenue Pgh., PA. 15222
FDR APARTMENTS 6-35 421 E. Eight Avenue, Homestead, PA 15120	120 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
GENERAL BRADDOCK TOWERS 6-29 620 Sixth Street, North Braddock, PA 15104	160 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. *5222
GOLDEN TOWERS 6-24 Allegheny Street, Tarentum, PA 15084	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
HARRISON HI-RISE 2006 Broadview Boulevard, Natrona, PA 15065	102 Units High-Rise Building	HUD SECTION 8	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
HOMESTEAD APARTMENTS 6-25 441 E. Eight Avenue, Homestead, PA 15120	144 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
HOMESTEAD APARTMENTS 6-25 441 E. Eight Avenue, Homestead, PA 15120	106 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
JEFFERSON MANOR 6-42 201 JEFFERSON ROAD, PENN HILLS, PA 152	95 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
JOHN FRASER HALL 6-28 500 Hunter Street, Turtle Creek, PA 15145	98 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
OHIOVIEW TOWERS 6-41 250 Jefferson Drive, Mckees Rocks, PA 15136	60 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
SPRINGDALE MANOR 6-53 504 Pittsburgh Street, Springdale, PA 15144	90 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
TRUMAN TOWER 6-40 25 N. 2rd Street, Duquesne, PA 15110	63 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
WEST MIFFLIN MANOR 6-50 2400 Sharp Avenue, West Mifflin, PA 15122	107 Units High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
WEST VIEW TOWERS 6-46 800 Westview Park Drive, West View, PA 15229	100 Unit High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
WILMERDING APARTMENTS 6-27 314 Commerce Street, Wilmerding, PA 15148	95 Unit High-Rise Building	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222

Allegheny County H ng Authority
Family Site Listing

PHFA MGA ent
Ques aire
Exhibit H
Section VI
Attachment 2

SITE	No. Units	FINANCING	DATES MANAGED	PROPERTY MGR	OWNER/ADDRESS
ALLEGHENY ESTATES Single family homes throughout Allegheny Co.	23	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
BURNS HEIGHTS 6-4 Catherine & High Streets, Duquesne, PA 15110	174	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
BURTNER APARTMENTS 6-34 5th & Main, Tarentum, PA 15084	24	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
CARNEGIE APARTMENTS 6-31 514 Lydia Drive, Coraopolis, PA 15108	15	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
GROUSE RUS HOMES PA 6-68 Single family homes throughout Allegheny Co.	10	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
GROVETON VILLAGE 6-18 121 Village Drive, Coraopolis, PA 15108	100	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 342 Fourth Avenue Pgh., PA. 15222
HAYS MANOR 6-9-22 Locust Street, Mckees Rocks, PA 15135	138	LIHC Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
HAWKINS VILLAGE 6-3-7 Kenmawr Avenue, Rankin, PA 15104	201	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
LAUREL HILLS HOMES Single family homes throughout Allegheny Co.	1	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 342 Fourth Avenue Pgh., PA. 15222
MAPLEVIEW TERRACE 6-10 Verona Street, Braddock, PA 15104	72	HUD LIPH Financing	currently managing	Philip Manion 412-355-2123	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
MCKEES ROCKS TERRACE 6-2 50 Howard Drive, Mckees Rocks, PA 15136	288	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
MILLVUE ACRES 6-12 Wylie Avenue, Clairton, PA 15025	48	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
NEGLEY APARTMENTS 6-34 800 Mill Street, Tarentum, PA 15084	36	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
OHIOVIW ACRES 6-20 250 Jefferson Drive, Mckees Rocks, PA 15136	250	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
PARK APARTMENTS 6-26 Bldg. 1 Municipal Drive, Natrona Heights, PA 15	122	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
PENN HILLS SCATTERED SITES 6-45 Penn Hills, PA 15235	13	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
PROSPECT TERRACE 6-23 21 Prospect Drive, East Pittsburgh, PA 15112	94	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
RIDGEWOOD TOWNHOMES Single family homes throughout Allegheny Co.	28	HUD LIPH Financing	currently managing	Philip Manion 412-355-2123	Allegheny County Housing Authority 342 Fourth Avenue Pgh., PA. 15222
SHARPS TERRACE 6-6 1117 Sisca Street, Sharpsburg, PA 15215	66	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
SHELDON PARK 6-37 Bldg. 1 Municipal Drive, Natrona Heights, PA 15	70	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222
UANSA VILLAGE 6-8-22 Helen & Robb Streets, Mckees Rocks, PA 15136	70	HUD LIPH Financing	currently managing	Philip Manion 412-355-2122	Allegheny County Housing Authority 341 Fourth Avenue Pgh., PA. 15222

Perfido Weiskopf Architects

408 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219-1301
(412) 391-2884 Fax 391-1657

November 21, 2000

Groveton Housing Partnership, LP
Ralph A. Falbo, Inc., General Partner
100 Wood Street
Fourth Floor
Pittsburgh, PA 15222

Re: #20002.01 - Groveton Village

Dear Mr. Falbo

This will confirm our intent to participate in the Groveton Village project as design architects.

Sincerely,

Leonard Perfido, AIA

LP/mak

1 page(s)
Via Fax 355-0304 and USM
LTR GHP FALBO 11-21-00 RE PARTICIPATE

Leonard P. Perfido, AIA
Alan Weiskopf, AIA
Sheldon Goettel, AIA
Kevin L. Wagstaff, AIA
Richard A. Miller, AIA
Anthony L. Pitassi, AIA
Janice Held, AIA

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	No. Units	Description	Owner's Representative	PHFA Tax Credit No.	Construction Cost	Date Occupied
Allequippa Terrace MROP/1 Pittsburgh, PA	102	Comprehensive architectural services for modernization of a walk-up public housing community of 8 buildings and 102 units	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	N/A	$ 7,500,000	May 3, 1996
Allequippa Terrace MROP/2 Pittsburgh, PA	132	Comprehensive architectural services for a modernization of a walk-up public housing community of 7 buildings and 132 units	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	N/A	$ 8,400,000	Money transferred to Hope VI development after bidding
Groveton Hope VI Robinson Township, PA	69	Comprehensive architectural services for a modernization of a walk-up public housing community of 69 units	Allegheny County Housing Authority 341 Fourth Avenue Pittsburgh, PA 15222	N/A	$ 7,900,000	Est. May 2, 2002
Millvue Acres Clairton, PA	130	Comprehensive architectural services for a modernization of a walk-up public housing community of 130 units	Allegheny County Housing Authority 341 Fourth Avenue Pittsburgh, PA 15222	N/A	$ 4,500,000	Continuous Occupancy
Malleable Heights	82	Comprehensive architectural services for a modernization of public housing communities.	Mercer County Housing Authority	N/A	$ 1,500,000	Continuous Occupancy
and Valley View Homes Mercer County, PA	31		Mercer County Housing Authority 80 Jefferson Avenue, P. O. Box 683 Sharon, PA 16146-0683	N/A	$ 975,000	Continuous Occupancy
URD/Allequippa Terrace Reconstruction Program Pittsburgh, PA	N/A	Planning Services for conceptual design in support of successful HACP application	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	N/A	$19,000,000	N/A
Hope VI Oak Hill (Allequippa Terrace) Revised Revitalization Plan Pittsburgh, PA	800	Urban Planning and apartment design for Phase I mixed market rate/public housing development of 800 apartments and site development (in conjunction with two other architectural firms)	H. Pamela Goodman Beacon/Corcoran Jennison Partners Two Oliver Street - 2nd Floor Boston, MA 02109	TC-98-80 TC-20035	$90,000,000	October 1, 1999

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	No. Units	Description	Owner's Representative	PHFA Tax Credit No.	Construction Cost	Date Occupied
Arch Court Housing for Elderly (202) (Supportive Services) Pittsburgh, PA	31	Comprehensive Architectural services for a 31 unit apartment building for assisted living for the frail elderly	Arch Court, Inc. c/o Ida Turner 710 West North Avenue Pittsburgh, PA 15212	N/A	$ 2 300,000	November 15, 1999
Alvemo Apartments (202) Millvale, PA	53	Comprehensive Architectural services for a 53 unit building constructed for use by the elderly	Sisters of St. Francis Of Millvale c/o Sister Coleman Conroy Mt. Alvernia Motherhouse 146 Hawthorne Road Millvale, PA 15209	N/A	$ 3,750,000	October 6, 1999
St. Therese Plaza, Inc. Munhall, PA	100	Remedial reconstruction of exterior curtainwalls of a 10 story structure	Sr. Kevin Mary Manion Saint Therese Plaza, Inc 4 Saint Therese Court Munhall, PA 15210	N/A	$ 600,000	Continuous Occupancy
McBride Place Millvale, PA	59	Fifty-nine units of housing for the elderly	Senior Citizens Housing Development Corp. of Mt. Lebanon c/o 4300 North University Drive Suite D-106 Lauderhill, Florida 33351	N/A	$3,500,000	March 17, 1999
195 Hudson Street New York, NY	24	Renovation and conversion of eight story loft manufacturing building into 24 loft condominium units in the TriBeCa section of NY	Steven Blumenthal Synchron 155 Spring Street, 2nd Floor New York, NY 10012	N/A	$ 6,500,000	September 24, 1999
The Madison North Bellefield Avenue Pittsburgh, PA 15213	42	Twelve story 42 unit apartment condominium with indoor parking facility	Arthur Schwotzer, Chairman Crossgates Realty, Inc. 3555 Washington Road McMurray, PA 15317	N/A	c $ 9,000,000	November 20, 1998
Psi Omega Fraternity University of Pittsburgh Pittsburgh, PA	N/A	New dental fraternity building for the University of Pittsburgh	Arthur Schwotzer, Chairman Crossgates Realty, Inc. 3555 Washington Road McMurray, PA 15317	N/A	N/A	N/A
Villa De Marillac Facilities Plan Pittsburgh, Pennsylvania	400	Facilities planning of 26 acre site for development of 400 unit elderly community with nursing home	Villa De Marillac 5300 Stanton Avenue Pittsburgh, PA 15206	N/A	N/A	N/A

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	No. Units	Description	Owner's Representative	PHFA Tax Credit No.	Construction Cost	Date Occupied
Perry Point (Clifton Park Neighborhood Redevelopment Plan) Pittsburgh, PA	62	Comprehensive Planning & Architectural Services for 62 units including 28 townhouses and 34 houses	Urban Redevelopment Authority 200 Ross Street Pittsburgh, PA 15219	N/A	N/A	January 10, 1981
Braddock Townhouses Braddock, Pennsylvania	100	Planning, design and site selection for 100 new town-houses on scattered sites	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	N/A	project cancelled after preliminary site planning and design
Crawford Roberts Proposal Pittsburgh, Pennsylvania	N/A	Planning and design services to develop proposal to the URA for new Hill District neighborhood	McCormack Baron & Associates 1101 Lucas Avenue St. Louis, MO 63101-1179	N/A	N/A	N/A
ACHA Phase I Various Locations Pittsburgh, PA	N/A	Comprehensive architectural services for selected improvements for compli-ance with Uniform Federal Accessibility Standards	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	$ 328,000	Continuously Occupied
ACHA Phase II Various Locations Pittsburgh, PA	N/A	Comprehensive architectural Services for selected improvements for compli-ance with Uniform Federal Accessibility Standards	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	$ 390,000	Continuously Occupied
West Park Court Pittsburgh, PA	N/A	Comprehensive architectural services for public accessibility improvements at the entrance to the building	West Park Court, Inc. 710 West North Avenue Pittsburgh, PA 15212	N/A	$ 50,000	Continuously Occupied
Western Manor (202) Pittsburgh, PA	32	Comprehensive architectural services for public accessi-bility improvements in a 32 unit four-story apartment building	Western Manor, Inc c/o Ralph Falbo 100 Wood Street - 7th Flr. Pittsburgh, PA 15222	N/A	$ 1,800,000	Continuously Occupied

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	No. Units	Description	Owner's Representative	PHFA Tax Credit No.	Construction Cost	Date Occupied
Allegheny County Accessibility Evaluations	N/A	Accessibility evaluation studies for several county owned facilities	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	N/A	N/A
Germaine Harbor (202) Bethel Park, PA	40	Construction of a 40 unit 5 story highrise building for the elderly	Germaine Harbor, Inc. c/o Ralph Falbo 100 Wood St., - 7th Flr. Pittsburgh, PA 15222	N/A	$ 2,200,000	April 25, 1992
Edwards Court Townhouses Pittsburgh, PA	10	Ten new affordable condo-minimum townhouses	South Side Local Development 1417 E. Carson St. Pittsburgh, PA 15203	N/A	$ 765,000	December 24, 1991
Clairvaux Commons Indiana, PA	85	Remedial construction to an 85 unit HUD highrise for the elderly; installation of a new exterior skin complete with framing and windows	Monsignor Robert Shuda Clairvaux Commons, Inc. Box 609, St. Bernard Dr. Indiana, PA 15701	N/A	$ 918,000	Continuously Occupied
Mt. Alvernia Motherhouse Millvale, PA	N/A	Renovation of the Mother-house for a continuum of care including a 40 bed nursing facility	Sisters of St. Francis of Millvale c/o Sister Coleman Conroy Mt. Alvernia Motherhouse 146 Hawthorne Rd. Pittsburgh, PA 15209	N/A	$ 7,050,000	Continuously Occupied
William Moorhead Tower Pittsburgh, PA	N/A	Remedial construction to a HUD highrise for the elderly; installation of a new exterior skin	William Moorhead Tower c/o Donna Ritter 375 North Craig St. Pittsburgh, PA 15213	N/A	$ 400,000	Continuously Occupied

Architect's Qualification Statement

AIA Document B431 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

DATE: July 14, 2000
SUBMITTED TO: The Related Capital Company
ADDRESS:
625 Madison Avenue, New York, NY 10022-1801, Attention: Ms. Kate Mann

NAME OF PROJECT *(If Applicable)*: Groveton Hope 6

1. BASIC INFORMATION

1.1 Architect: Perfido Weiskopf Architects
(Firm Name)

1.2 Business Address:
408 Boulevard of the Allies, Pittsburgh, PA 15219-1301

1.3 Telephone Number: 412.391.2884

1.4 Person to Contact: Sheldon Goettel, Partner

1.5 Type of Organization: *(Check One)*

( ) Individual or Sole Proprietorship
( ) Professional Corporation/ Association
( ) Corporation
(X) Partnership
( ) Joint Venture*
( ) Other*
**If Joint Venture or Other, give details*

2. GENERAL STATEMENT OF QUALIFICATIONS

3. GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

3.1 Names of Principals:
Leonard Perfido, Managing Partner Alan Weiskopf, Partner Sheldon Goettel, Partner

3.2 Professional History:
Please see Resumes attached.

3.3 Registration Status:
Leonard Perfido, AIA currently licensed in Pennsylvania, New York, Connecticut, Rhode Island, West Virginia, Massachusetts, New Jersey
Alan Weiskopf, AIA currently licensed in Pennsylvania, Ohio
Sheldon Goettel, AIA currently licensed in Pennsylvania

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3.4 Professional Affiliations.
Please see Resumes attached.

3.5 Key Personnel:
Kevin Wagstaff, AIA, Anthony Pitassi, AIA, Richard Miller, AIA, David Roth, AIA Will Voulgaris, Jennifer Beck, Jenna Yerger, Joe Filar, Antonio Rella, Drew Lengyel, all Associate AIA Kevin Baker, Intern

3.6 Total Number of Staff: 14 architectural + 3 administrative

3.7 Number of Registered Architects: 7

3.8 Honors and Awards:
Please see Firm Profile attached.

3.9 Professional and Civic Involvement:
Please see Resumes attached

4. RELATED PROFESSIONAL SERVICES

(List proposed consultants, if applicable.)

4.1 Structural:
Not applicable.

4.2 Mechanical:
Not applicable.

4.3 Electrical:
Not applicable.

4.4 Interior Design:
Not applicable.

4.5 Others:
Not applicable.

5. PROJECTS

(Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached.
Please see attached

5.2 Other representative projects with dates of completion:

6. REFERENCES

Please see attached Project Sheets.

7. STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

Perfido Weiskopf Architects knows of no conflicts of interest or potential conflicts of interest that would bear on this contract.

8. ADDITIONAL INFORMATION

(If attachments are provided, list them here.)
Firm Profile, Resumes, Project Sheets

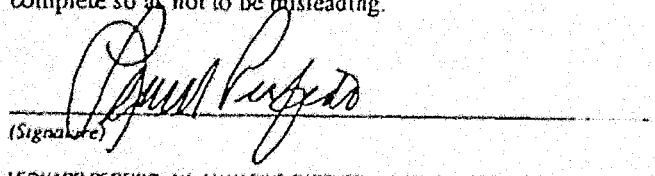
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ARCHITECT.

By: Leonard Perfido, AIA, Managing Partner Perfido Weiskopf Architects

I hereby certify that, as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.



(Signature)

LEONARD PERFIDO, AIA, MANAGING PARTNER PERFIDO WEISKOPF ARCHITECTS
(Printed name and title)

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ARCHITECT:
Leonard Perfido, AIA, Managing Partner and Alan Weiskopf, AIA, Partner

PROJECT:
Allequippa Terrace, MROP/I

Size:
102 family size units

Cost
$7.5 million

Owner:
Housing Authority of the City of Pittsburgh

Owner Contact:
Ernest Miller, Director

Completion Date:
1997

Contractor/Construction Manager:
Yarborough Development Inc

Brief Description:
Please see the attached Project Sheet for Allequippa Terrace.

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ARCHITECT:
Leonard Perfido, AIA, Managing Partner and Alan Weiskopf, AIA, Partner

PROJECT:
Perry Point

Size:
66 units

Cost:
Not available.

Owner:
Montgomery & Rust

Owner Contact:
Murray Rust

Completion Date:
1981

Contractor/Construction Manager:
Montgomery & Rust

Brief Description:
Please see attached Project Sheet for description.

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ARCHITECT:
Sheldon Goettel, AIA, Partner

PROJECT:
Malleable Heights

Size:
82 units

Cost:
$1.5 million

Owner:
Mercer County Housing Authority

Owner Contact:
L. DeWitt Boosel, Executive Director

Completion Date:
December, 2000

Contractor/Construction Manager:
Rein Construction

Brief Description:
Please see Project Sheet attached

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ARCHITECT:
Sheldon Goettel, AIA

PROJECT:
Millvue Acres

Size:
74 units

Cost:
$4.5 million

Owner:
Allegheny County Housing Authority

Owner Contact:
Marion Matta, Director

Completion Date:
Spring 2001

Contractor/Construction Manager:

Millvue Acres:	Mistick PBT
Millvue Acres Window Replacement:	Thermo Twin
Millvue Acres Community Building:	Emmocon

Brief Description:
Please see Project Sheet attached

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FIRM PROFILE

Perfido Weiskopf Architects is a diversified firm, practicing since 1975, which provides strategic programming, planning and architectural services. The firm has broad experience in a wide variety of building types and sizes which include new construction, historic and non-historic rehabilitation, and urban design. The firm has specifically chosen not to specialize in any particular area of architectural practice. We feel that a diverse practice encourages a strong emphasis on a thorough design process without relying on the preconceptions often associated with more repetitive work. In both new construction and renovation, the breadth of our practice is evidenced by our experience with various building types including educational facilities for schools, colleges and universities, multi-family housing developments, elderly and other assisted living housing, office buildings (including research and light manufacturing facilities), retail stores, galleries, theaters and parking structures.

The operational philosophy of the firm is that a project team, once assembled, follows the work from planning through construction administration and thus, each employee is skilled in many areas of architectural practice. In this way, each individual is familiar with the project not only conceptually, but with respect to project management, detailing and construction. This method of working has produced for us the best results in maintaining design and technical quality in our projects.

In recent years, a considerable portion of our work has been in two major categories, multi-family housing and renovation/restoration of historic and eligible historic structures. Within these categories we have been involved in a broad range of project types. Housing developments have included work on many publicly assisted projects using HUD's Section 202 program for low-income elderly housing involving both new construction and adaptive reuse. We have recent experience in the modernization of existing public housing under the MROP, CIAP and Comprehensive Grant programs and we are involved in several projects under HUD's Hope VI Program. We also have experience in affordable market-rate housing, extended attention housing for the elderly, and luxury residential condominiums such as the Madison on Bellefield in the Oakland area of Pittsburgh and 1660-1680 Murray Avenue, a 27 unit condominium in the Squirrel Hill area of Pittsburgh.

In the area of renovation/restoration, our background in Certified Historic Rehabilitations and adaptive reuse projects is extensive. We have focused on the problems and opportunities of existing buildings and obtained a broad understanding of creative opportunities for solving problems such as code compliance issues and the sensitive integration of "state-of-the-art" mechanical, electrical and telecommunications systems into older structures without sacrificing architectural character. Our qualifications for working with these projects are exemplified in the renovations of 575 Broadway and 155 Spring Street in the Soho Cast Iron District of New York City, 209 Ninth Street and Hamburg Hall at Carnegie Mellon University, the rotunda of the Main Capitol in Charleston, WV Virginia, and the restoration of the Main Capitol in Harrisburg, PA.

PWA has also been involved in the development of facilities for companies in the high technology market sector. Since 1995, PWA has been proud to have Marconi Communications (formerly FORE Systems) as a client. The firm has been extensively involved in every phase of the development of the Warrendale, PA campus of Marconi, which is their North American Headquarters. PWA's involvement began at the early stages of planning and obtaining land development approvals, continued through the construction of Phase 1 (Buildings 1, 2, and 3) and the Phase 2 construction (Building 4). PWA is now working on Phase 3, which will create another 200,000 square of space and complete the build-out of the Master Plan for over 600,000 square feet of engineering, office, laboratory, manufacturing and support space for one of the fastest growing Pittsburgh corporations.

We have taken a particular interest in and sought out projects of civic and public significance which enhance the quality of life, such as the reconstruction of a portion of Allequippa Terrace. We are now part of a team planning and designing the development of 800 new market rate/public housing apartments at Allequippa Terrace in the West Oakland area of Pittsburgh under the Hope VI program. We were the architects for the Walnut Street Parking Garage, Brookline Park, Pool and Bathhouse, City Theatre and Pittsburgh Public Theater, the Washington Junction LRT Station for the Port Authority and Bellefonte Place, a landmark retail development in a specialty shopping district. Brookline Park and Bellefonte Place have been published and have received regional acclaim. While projects of a civic or public nature are frequently the most demanding and challenging, they are for us some of our most rewarding work.

FIRM PROFILE

Perfido Weiskopf Architects is a partnership located in downtown Pittsburgh. Personnel total 17 of which seven are registered architects. Leonard Perfido is the managing partner and the architectural personnel follow.

Partners

Leonard Perfido, AIA	BA, Yale University M. Arch., Yale University
Alan Weiskopf, AIA	B. Arch, University of Cincinnati
Sheldon Goettel, AIA	BA, Wash. Jefferson College M. Arch., Carnegie Mellon University

Associates

Kevin Wagstaff, AIA	B. Arch, University of Virginia M. Arch., Princeton University
Richard Miller, AIA	B. Arch, Carnegie Mellon University
Anthony Pitassi, AIA	B. Arch, Kent State University
David Roth, AIA	B. Arch, Carnegie Mellon University

Intern Architects

William Voulgaris	BA, Cornell University M. Arch., Yale University
Jennifer Beck	B. Arch., Carnegie Mellon University M. Sustainable Economic Development, Carnegie Mellon University
Jenna Yerger	B. Arch., Carnegie Mellon University
Joseph T. Filar	B. Arch., Pennsylvania State University
Antonio Rella	B. Arch., Milan Politecnico
Drew Lengyel	B. Arch., Kent State University
Kevin Baker	BS, Bowling Green of Ohio M. Arch, Rensallear Polytechnic University, 2001

COMPUTER AIDED DESIGN, DRAFTING AND COMMUNICATION

Perfido Weiskopf Architects is equipped with one of the most advanced computer aided design and drafting hardware and software systems available for architects. PWA currently uses networked Intel Pentium IIs and IIIs, running Windows NT with a Hewlett Packard 755 Color Ink Jet Plotter.

We design and draft with ARRIS 7.0.V., a software package oriented towards multi-user production of architectural design and construction documents. In the design phases of the project we create three dimensional models with ARRIS Modeling software, and render them with Lightscape 3.0, the state-of-the-art radiosity based surface rendering package, which allows us to construct photo realistic images and virtual walkthroughs of design proposals. We generate perspective views with our CAD system while experimenting with color, transparency, material textures, light and shadow. Thus, we are able to rapidly investigate a broad range of design options and accurately develop final designs for effective presentations and working meetings

Through ARRIS's robust drawing format translator, we can create drawing databases for other CAD packages, including direct ARRIS (.db) to AutoCad (.dwg) and .dxf translations. We are accustomed to exchanging documents and drawings electronically via e-mail or direct dial-up networking with associated architectural firms and consulting engineers.

AWARDS AND PUBLICATIONS

Perfido Weiskopf Architects has been published extensively and received numerous awards. The following is a partial listing.

Awards

Associated Builders & Contractors	
Keystone Chapter	
Award of Excellence	2000
Historic Review Commission	2000
Preservation Pennsylvania, Incorporated	
Historic Preservation Achievement	1999
Pennsylvania Society of Architects	1979
City of Pittsburgh	
Historic Review Commission	1997
Master Builders Association	
Building Excellence Award	1997
Pennsylvania Historical & Museum Commission	
AIA - Pittsburgh Chapter	1996
City of Pittsburgh	
Historic Review Commission	1994
AIA - Pittsburgh Chapter	1994
Pennsylvania Society of Architects	1994
City of Pittsburgh	
Historic Review Commission	1991
New York City Landmarks	
Preservation Commission	1991
Pennsylvania Society of Architects	1986
AIA - Pittsburgh Chapter	1985
Pennsylvania Society of Architects	1984
AIA - Pittsburgh Chapter	1983
William C. Beliamy Award	1982
Masonry Institute of Pennsylvania	1981

Publications

New York Times	House Beautiful
Architectural Record	Progressive Architecture
House and Garden	AIA Journal
Toshi-Jutaku	Pittsburgh Post-Gazette
Pittsburgh Press	Pittsburgh An Urban Portrait
A Treasury of Contemporary Houses	Architect, May 1998 Issue
Landmark Architecture.	
Pittsburgh & Allegheny County	
Pennsylvania Architect	
Window & Door Specifier	

EXPERTISE IN MULTI FAMILY HOUSING

Perfido Weiskopf Architects is a general practice of architecture with areas of special expertise that include the design of multi family housing. The firm has substantial experience with new low and high-rise construction, and with the design of comprehensive renovations to existing facilities. Our work has included the design of private luxury and market rate units, but the great majority of our housing experience has been with the design of subsidized housing for government agencies and not for profit corporations.

Much of our experience is related to public housing which we have modernized under the MROP, CIAP, and Comprehensive Grant Programs. We recently served as lead architects for the "MROP/1" project at Allequippa Terrace for the Housing Authority of the City of Pittsburgh. This involved the thorough renovation of eight low rise buildings. The density of units was reduced from 156 to 104 units by the consolidation of small, in some cases long-vacant, efficiency and one-bedroom apartments into much larger family-sized apartments. Three-story walk-ups were eliminated by reconfiguring the interior plans and sections of the buildings to provide 2-story townhouses with communicating stairs. Exterior spaces, that generally had been a bleak "no-man's land," were redesigned and landscaped to improve the overall settings of the buildings and to physically and visually connect courts, yards, and walks to specific buildings and apartments. This was done to provide the senses of boundary, privacy, and scale that naturally belong to residential settings and that promote pride of occupancy. Some very practical things were done to provide for the safety and welfare of residents; brick enclosures were built to fully shield refuse containers from view, a new site lighting system was designed to provide illumination levels that are at once safe and residential in character, and paths were redesigned to control traffic and discourage through traffic in private areas. These are issues that are important to the success of the Authority's projects. The budget for the work was $7,500,000 and the project was completed in 1997. The total for Change Orders for this comprehensive renovation was in the 2% range excluding the cost of upgrades that were requested by the Owner.

We also served as lead architects for MROP/2, which was to be the second phase of renovation at Allequippa Terrace in Oakland. MROP/2 was cancelled after the design and working drawings were complete in favor of the HOPE VI plan for redevelopment of the balance of the Allequippa Terrace site (now called Oak Hill). Our firm is currently serving as Associate Architect, to Goody Clancy & Associates of Boston, for the urban planning and apartment design of this HOPE VI development, which will provide a mix of market rate and public housing. This project involves the construction of 800 new apartment units at a cost of approximately $90 million. Construction is well underway and completion is projected for 2002.

Our experience with subsidized housing also includes a number of HUD 202 projects. Our first 202 was Germaine Harbor, a new brick high-rise in Bethel Park that was completed in 1992. Our next was Western Manor, a 202 conversion of a former nurse's residence in the Hill District that had been vacant for some years and was in a dilapidated condition. Western Manor was essentially reconstructed with all new systems and finishes and was completed in 1993. In 1994 we designed a new wood framed low-rise 202 in Brookville, PA called North Fork Heights. North Fork Heights has a "village" character designed to compliment the small town scale of the surroundings and was completed in 1995. All of our 202 projects have been completed on budget with Change Orders

EXPERTISE IN MULTI FAMILY HOUSING

in the ¼ to ½ of 1% range. We have just completed two additional 202 projects, Arch Court in the Central Northside of Pittsburgh and Alverno Apartments in Millvale.

Other related housing experience includes Edwards Court Townhouses, 10 for sale units completed in 1991 for the non-profit Southside Local Development Company. This was originally planned to be a phased project with 2 phases of 5 units each, but all of the units were pre-sold allowing the construction to proceed without interruption We also served as architects for the redevelopment of the Clifton Park Neighborhood, renamed Perry Point, in 1981 for the Urban Redevelopment Authority of Pittsburgh and Montgomery and Rust, Inc. Developers. This involved three phases of work. In the first phase, 2 long Victorian row structures facing a central courtyard were completely rehabilitated with additions to provide 28 renovated townhouses with 4 new units. In the second phase 22 new houses were constructed and an additional 12 houses were built in the third phase.

We are currently working for the Allegheny County Housing Authority at Millvue Acres in Clairton, PA to provide approximately 73 "townhouse" units in what were three-story walk-up buildings The concepts of defensible space, identity of land with apartments, and "ownership" of land guide this project We are also beginning work for the Mercer County Housing Authority to provide the comprehensive services needed for the modernization of 4 public housing communities: Sharpsville Gardens, Malleable Heights, Valley View Homes and Frank L. Fay Terrace; and we are also the Hope VI Steel City Terrace consultant for the MCHA.

PWA's projects have consistently been delivered on time and on budget. We believe that our experience with multi family housing gives us an excellent understanding of the services that will be required for the successful design and administration of each project we accept.

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	Description	Owner's Representative	Construction Cost	Completion Date
Allequippa Terrace MROP/1 Pittsburgh, PA	Comprehensive architectural services for moderniza-tion of a walk-up public housing community of 8 buildings and 102 units	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	$ 7,500,000	1996-1997
Allequippa Terrace MROP/2 Pittsburgh, PA	Comprehensive Architectural Services for a modernization of a walk-up public housing community of 7 buildings and 132 units	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	$ 8,400,000	Money transferred to Hope VI development after bidding
Millvue Acres Clairton, PA	Comprehensive architectural services for a modernization of a walk-up public housing community of 130 units	Allegheny County Housing Authority 341 Fourth Avenue Pittsburgh, PA 15222	$ 4,500,000	2000
Sharpsville Gardens Malleable Heights Valley View Homes Frank L. Fay Terrace Mercer County, PA	Comprehensive architectural services for a modernization of public housing communities. Malleable Heights is 100 units.	Mercer County Housing Authority Mercer County Housing Authority 80 Jefferson Avenue, P. O. Box 683 Sharon, PA 16146-0683	$ 5,000,000	2003
Steel City Terrace Sharon, PA	Consultant services for Hope VI application for $12,00,000 project Involving 100 units	Mercer County Housing Authority Mercer Counth Housing Authority 80 Jefferson Avenue, P. O. Box 683 Sharon, PA 16146-0683	N/A	N/A
URD/Allequippa Terrace Reconstruction Program Pittsburgh, PA	Planning Services for conceptual design in support of successful HACP application	Housing Authority, City of Pittsburgh 200 Ross Street, 8th Floor Pittsburgh, PA 15219	$19,000,000	1993

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	Description	Owner's Representative	Construction Cost	Completion Date
Hope VI - Allequippa Terrace Revised Revitalization Plan Pittsburgh, PA	Urban Planning and apartment design for Phase I mixed market rate/public housing development of 800 apartments and site development (in conjunction with two other architectural firms)	H. Pamela Goodman Beacon/Corcoran Jennison Partners Two Oliver Street - 2nd Floor Boston, MA 02109	$90,000,000	1999-2002
Arch Court Housing for Elderly (202) (Supportive Services) Pittsburgh, PA	Comprehensive Architectural services for a 31 unit apartment building for assisted living for the frail elderly	Arch Court, Inc. c/o Ida Turner 710 West North Avenue Pittsburgh, PA 15212	$ 2,300,000	1999
Alvernо Apartments (202) Millvale, PA	Comprehensive Architectural services for a 53 unit building constructed for use by the elderly	Sisters of St. Francis Of Millvale c/o Sister Coleman Conroy Mt. Alvernia Motherhouse 146 Hawthorne Road Millvale, PA 15209	$ 3,750,000	1999
St. Therese Plaza, Inc Munhall, PA	Remedial reconstruction of exterior curtainwalls of a 10 story structure	Sr. Kevin Mary Manion Saint Therese Plaza, Inc. 4 Saint Therese Court Munhall, PA 15210	$ 600,000	1998
McBride Place Millvale, PA	Fifty-nine units of housing for the elderly	Senior Citizens Housing Development Corp. of Mt. Lebanon c/o 4300 North University Drive Suite D-106 Lauderhill, Florida 33351	$3,500,000	1998
195 Hudson Street New York, NY	Renovation and conversion of eight story loft manufacturing building into 24 loft condominium units in the TriBeCa section of NY	Steven Blumenthal Synchron 155 Spring Street, 2nd Floor New York, NY 10012	$ 6,500,000	1998

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	Description	Owner's Representative	Construction Cost	Completion Date
The Madison North Bellefield Avenue Pittsburgh, PA 15213	Twelve story 42 unit apartment condominium with indoor parking facility	Arthur Schwotzer, Chairman Crossgates Realty, Inc. 3555 Washington Road McMurray, PA 15317	c.$ 9,000,000	1998
North Fork Heights Elderly Housing (202) (Supportive Services) Brookville, PA	Comprehensive Architectural Services for construction of a 57 unit apartment building for assisted living for the frail elderly	Women's Relief Corps Rural Community Health Services 51 Euclid Avenue Brookville, PA 15825	$ 2,700,000	1995
Psi Omega Fraternity University of Pittsburgh Pittsburgh, PA	New dental fraternity building for the University of Pittsburgh	Arthur Schwotzer, Chairman Crossgates Realty, Inc. 3555 Washington Road McMurray, PA 15317	N/A	1998
Villa De Marillac Facilities Plan Pittsburgh, Pennsylvania	Facilities planning of 26 acre site for development of 400 unit elderly community with nursing home	Villa De Marillac 5300 Stanton Avenue Pittsburgh, PA 15206	N/A	1994
Perry Point (Clifton Park Neighborhood Redevelopment Plan) Pittsburgh, PA	Comprehensive Planning & Architectural Services for 66 units including 28 townhouses and 34 houses	Urban Redevelopment Authority 200 Ross Street Pittsburgh, PA 15219	N/A	1982
Braddock Townhouses Braddock, Pennsylvania	Planning, design and site selection for 100 new town-houses on scattered sites	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	project cancelled after preliminary site planning and design

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	Description	Owner's Representative	Construction Cost	Completion Date
Crawford Roberts Proposal Pittsburgh, Pennsylvania	Planning and design services to develop proposal to the URA for new Hill District neighborhood	McCormack Baron & Associates 1101 Lucas Avenue St. Louis, MO 63101-1179	N/A	1988
ACHA Phase I Various Locations Pittsburgh, PA	Comprehensive architectural services for selected improvements for compliance with Uniform Federal Accessibility Standards	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	$ 328,000	1995
ACHA Phase II Various Locations Pittsburgh, PA	Comprehensive architectural Services for selected improvements for compliance with Uniform Federal Accessibility Standards	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	$ 390,000	1995
West Park Court Pittsburgh, PA	Comprehensive architectural services for public accessibility improvements at the entrance to the building	West Park Court, Inc. 710 West North Avenue Pittsburgh, PA 15212	$ 50,000	1995
Western Manor (202) Pittsburgh, PA	Comprehensive architectural services for public accessibility improvements in a 32 unit four-story apartment building	Western Manor, Inc. c/o Ralph Falbo 100 Wood Street - 7th.Flr. Pittsburgh, PA 15222	$ 1,800,000	1993
Allegheny County Accessibility Evaluations	Accessibility evaluation studies for several county owned facilities	Allegheny County Housing Authority 341 Fourth Avenue Fidelity Building Pittsburgh, PA 15222	N/A	1985

LIST OF CURRENT AND COMPLETED HOUSING PROJECTS

Project and Location	Description	Owner's Representative	Construction Cost	Completion Date
Germaine Harbor (202) Bethel Park, PA	Construction of a 40 unit 5 story highrise building for the elderly	Germaine Harbor, Inc. c/o Ralph Falbo 100 Wood St., - 7th Flr. Pittsburgh, PA 15222	$ 2,200,000	1991
Edwards Court Townhouses Pittsburgh, PA	Ten new affordable condo-minimum townhouses	South Side Local Development 1417 E. Carson St. Pittsburgh, PA 15203	$ 765,000	1991
Clairvaux Commons Indiana, PA	Remedial construction to an 85 unit HUD highrise for the elderly; installation of a new exterior skin complete with framing and windows	Monsignor Robert Shuda Clairvaux Commons, Inc. Box 609, St. Bernard Dr. Indiana, PA 15701	$ 918,000	1991
Mt. Alvernia Motherhouse Millvale, PA	Renovation of the Mother-house for a continuum of care including a 40 bed nursing facility	Sisters of St. Francis of Millvale c/o Sister Coleman Conroy Mt. Alvernia Motherhouse 146 Hawthorne Rd. Pittsburgh, PA 15209	$ 7,050,000	1993
William Moorhead Tower Pittsburgh, PA	Remedial construction to a HUD highrise for the elderly; installation of a new exterior skin	William Moorhead Tower c/o Donna Ritter 375 North Craig St. Pittsburgh, PA 15213	$ 400,000	1993

LEONARD PERFIDO

EDUCATION

Bachelor of Arts, Cum laude, Yale University, 1959
Honors major in architecture

Master of Architecture, Yale University, 1962
E.V. Meeks Graduate Fellowship
AIA School Medal for General Excellence

REGISTRATION AND PROFESSIONAL ASSOCIATIONS

Registered Architect -Pennsylvania, New York, New Jersey, Connecticut, Massachusetts, Ohio, West Virginia and Rhode Island
NCARB Certification
Member, American Institute of Architects
Member, National Design Committee, American Institute of Architects
Member, Pennsylvania Society of Architects
Arbitrator, American Arbitration Association

PROFESSIONAL EXPERIENCE

August 1975 - Present
Perfido Weiskopf Architects
Pittsburgh, PA
Managing Partner

September 1973 - August 1975
Westinghouse Electric Corporation
Pittsburgh, PA
Manager, Architecture and Interior Design Department
Corporate Design Center

"The objective of this department is to improve the functional, visual and total environmental aspects of all existing, new, and future Westinghouse buildings, grounds, and interiors".

September 1968 - September 1973
Kroeger-Perfido, Architects
New York, NY
Partner

February 1966 - September 1968
I.M. Pei & Partners, Architects
New York, NY
Project Architect

March 1963 - February 1966
Ulrich Franzen & Associates, Architects
New York NY
Designer and Job Captain

LEONARD PERFIDO

ACADEMIC ASSOCIATIONS

Adjunct Associate Professor, 1979 - 1982
Adjunct Assistant Professor, 1976 - 1979
Department of Architecture, Carnegie-Mellon University

Member, Head Search Committee, 1976 - 1977
Department of Architecture, Carnegie-Mellon University

Member, Advisory Committee, Advanced Building Studies Program
Carnegie-MellonUniversity
Lecturer and visiting critic, April 1975 and April 1976
College of Architecture and Design, Kansas State University

CIVIC ACTIVITIES

City Theatre Company
President, (1993 - 1996)
Vice President, (1988 - 1990, 1992 - 1993)
Board Member (1985 - 1990, 1992 – 1998, 1999 -)
The Andy Warhol Museum
Inaugural Committee (1994)
Chairman, "Downtown at CMU" Exhibition Committee
Carnegie Museum of Art (February - March 1979)
Member, Board of Directors & Chairman, Staging Committee
Three Rivers Art Festival (1977 - 1979)

ALAN WEISKOPF

EDUCATION

Bachelor of Architecture, University of Cincinnati, 1975
Certificate of Professional Practice

REGISTRATION AND PROFESSIONAL ASSOCIATIONS

Registered Architect – Pennsylvania and Indiana
NCARB Certification
Member, American Institute of Architects
Member, Board of Directors, AIA Pittsburgh (1990-1996)
Member, Board of Directors, Pennsylvania Society of Architects (1997-1999)
Vice President, AIA Pennsylvania (1998 -1999)
President, AIA Pennsylvania (2000 -

PROFESSIONAL EXPERIENCE

1981 – Present
Perfido Weiskopf Architects
Pittsburgh, PA
Partner

FORE Systems – Warrendale, PA
Construction Administration of Phase I office building campus.
Main Capitol Harrisburg, PA
Roof, dome, window and masonry restoration.
Main Capitol – Charleston, WV
Interior restoration of the dome and rotunda.
Allequippa Terrace-MROP/1-Pittsburgh, PA
Renovation of eight multi-family apartment buildings (public housing).
Tenser, Phipps & Leeper – Pittsburgh, PA
New construction of a corporate headquarters office building.
2875 West Eighth Street – Brooklyn, NY
Renovation of a former manufacturing structure to house the Department of Motor Vehicles.
Western Manor – Pittsburgh, PA
Renovation of the former Tuberculosis Hospital Nurses Residence for elderly apartments.
575 Broadway – New York, NY
Historic rehabilitation in the Soho Cast Iron District.
Somerset Theatre – Somerset, PA
A new six screen movie complex.
Hamburg Hall for Carnegie-Mellon University – Pittsburgh, PA
Renovation of the former Bureau of Mines Building "A"
Penn-Liberty Preservation Study – Pittsburgh, PA
Planning study for the Penn-Liberty Historic District.
Bellefonte Place – Pittsburgh, PA
Retail shopping development in Shadyside.
Washington Junction Station – Bethel Park, PA
Stage I, Light Rail Transit System

Hazlett Theatre – Pittsburgh, PA
Theater renovations for the Pittsburgh Public Theater

1975-1981
Woollen Associates
Indianapolis, IN
Associate

The Ford Library – The Hotchkiss School, Lakeville, CT
Master Plan for St. Andrews School – Middletown, DE
Gaul Hall – St. Andrews School, Middletown, DE
South Dormitory and Student Center – St. Andrews School, Middletown, DE
Master Plan for Lake Forest Country Day School – Lake Forest, IL
Master Plan for Sanford School – Wilmington, DE
Banner Graphic Newspaper Offices – Greencastle, In
Fayerweather Social Center – Amherst College, Amherst, MA

CIVIC ACTIVITIES

Member, Design RFQ Committee for the new Pittsburgh Convention Center
Member, City of Pittsburgh – Board of Code Review, (1996 – Present)
Chairman, Housing Task Force – City of Pittsburgh Downtown Plan, (1996 – Present)
President, The Woodruff Place Civic League Neighborhood Organization
Indianapolis, IN (1977-1980)
Guest Speaker, Indianapolis Museum of Art, NEH Learning Program
Chairman, Historic Urban Neighborhoods of Indianapolis (1981)

SHELDON GOETTEL

EDUCATION

Bachelor of History, Washington & Jefferson College, 1972
Master of Architecture, Carnegie Mellon University, 1979

REGISTRATION AND PROFESSIONAL ASSOCIATIONS

Registered Architect - Pennsylvania
Member, American Institute of Architects, National and Local Chapters
Member, Pennsylvania Society of Architects

PROFESSIONAL EXPERIENCE

1988 – Present
Perfido Weiskopf Architects
Pittsburgh, PA
Senior Associate

GENERAL WORK

Malleable Heights, Sharon, PA
Reconstruction of 100 units of public housing for Mercer County Housing Auth.
Millvue Acres – Clairton, PA
Reconstruction of 74 units of public housing for the Allegheny County Housing Authority.
W. A. Young & Son's Foundry & Machine Shop- Rices Landing, PA
Historic preservation of a turn of the century foundry as part of the "Rivers of Steel."
Palace Theatre - Greensburg, PA
Phased expansion and historic restoration of a 1,400 seat theatre.
Mt. Alvernia Motherhouse Renovation - Pittsburgh, PA
Renovation of more than 110,000 s.f. of the Motherhouse of the Sisters of St. Francis of Millvale.
Massaro Offices - Pittsburgh, PA
Offices and conference space for a local construction company.
928 Penn Avenue - Pittsburgh, PA
Historic restoration and reconstruction of the public spaces and facade in the "Cultural District."
Edwards Court Townhouses - Pittsburgh, PA
Ten new townhouses for the Southside Local Development Company.

FORENSIC AND RECONSTRUCTIVE WORK

St. Therese Plaza – Munhall, PA
Reconstruction of a failed curtainwall.
William Moorhead Towers - Pittsburgh, PA
Reconstruction of the curtainwall of an occupied highrise.
Clairveaux Commons - Indiana, PA
Reconstruction of a failed curtainwall.
Emery Towers-Bradford, PA
Reconstruction of the curtainwall of an occupied highrise for the elderly.
Greenville House - Greenville, PA
Reconstruction of the curtainwall of an occupied highrise.
St. Vincent Hall - Pittsburgh, PA
Forensic and design services for a convent.
Eleven Foster Plaza - Pittsburgh, PA
Forensic services for a recently constructed office building.
Eller Residence - Pittsburgh, PA
Forensic and design services for a private residence.

SHELDON GOETTEL

1984 - 1988
Arthur Lubetz Associates
Pittsburgh, PA
Associate

Field Robotics Center, Carnegie-Mellon University - Pittsburgh, PA
Phased conversion of the Bureau of Mines Powerhouse into offices and laboratory facilities for the production of prototype robots.
Benedum Mansion - Pittsburgh, PA
Additions and alterations for conversion of the building to six condominiums.
North Woodland Road (Shadyside) - Pittsburgh, PA
Forty new townhouses on the Benedum Mansion site
Ellsworth Mews - Pittsburgh, PA
Seventeen new townhouses in North Oakland
McKeesport Business Growth Center - Pittsburgh, PA
Conversion of a department store into an "incubator" office building.
Arcade Condominiums - Chatauqua, NY
Conversion of an historic structure on the Chataqua grounds into condominiums including the historic restoration of the exterior.

1982 - 1984
Louis F. Gilberti, Architect
Pittsburgh, PA
Intern Architect

1979 - 1981
Arthur Lubetz Associates, Architects
Pittsburgh, PA
Intern Architect

COMMUNITY INVOLVEMENT

Member, Board of Directors, West Park Court, Inc. & Chairman, Facilities Committee, 1989 - Present
President, Pittsburgh Filmmakers, 2000
Member, Board of Directors, Pittsburgh Filmmakers, 1993 - Present
Member of Long Range Planning Committee and Chairman, Education Committee, 1994 - Present
Member, Board of Trustees, Sunnyhill Unitarian Universalist Church of the South Hills, 1991 - 1994
President of the Congregation, 1996-1997; Vice President, 1995-1996
Member, Long Range Options Task Force, 1991 - 1993 and Building Committee, 1993 - Present

ACADEMIC ASSOCIATIONS

Carnegie Mellon University, Pittsburgh, PA
Adjunct Professor, on Faculty from 1990 – Present
Design Professor for Fall and Spring Semester Third Year Design Studios
Coordinator for Third Year Spring Studios
Adjunct Instructor, 1979 - 1982

LaRoche College, Department of Interior Design, Pittsburgh, PA
Adjunct Assistant Professor, 1981-1982, 1990

ALLEQUIPPA TERRACE

PITTSBURGH, PENNSYLVANIA

Size
100,000 sf

Construction Cost
$ 7,500,000

Firm's Responsibility
Programming
Architectural Design
Contract Documents
Contract Administration

Completion Date
1997

Client Contact
Housing Authority
of the City of Pittsburgh
(412) 456-5040

Owner
Housing Authority
of the City of Pittsburgh
200 Ross Street
Pittsburgh, Pennsylvania 15219



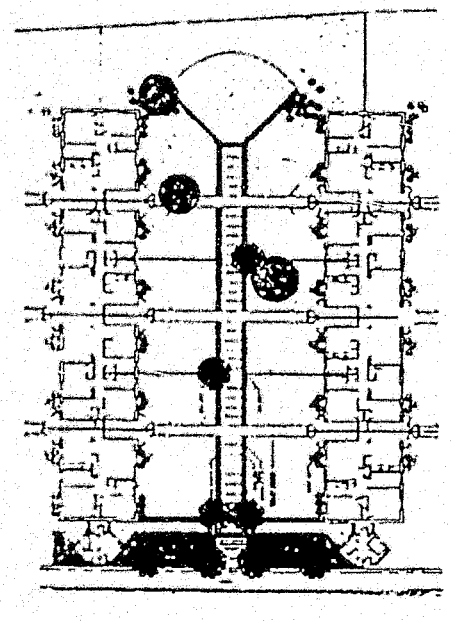


Allequippa Terrace was the oldest and largest public housing community in Pittsburgh and one of the first in the country. It had 1,750 apartments and was dedicated in 1941 by President Roosevelt. Most of the apartments still had painted concrete floors, doorless closets, wall hung kitchen sinks and open kitchen shelving. Most of the exterior space was a "no-man's land." And rubbish was in enormous construction-size dumpsters which were emptied by trucks which cross the curb, sidewalk and yards. The community was riddled with drug related crime.

PWA's strategy for reconstructing a portion of Allequippa Terrace focused on four major initiatives in addition to completely reconstructing the apartments to current standards. These four initiatives were: 1) the elimination of all public stairs such that each apartment has a ground level front porch, door and private stair. 2) the development of a refuse and recycling system which includes more smaller refuse containers in enclosed buildings with refuse chute doors from the outside and inside access only by maintenance people for pickup. 3) the development of site lighting levels which promote a safer environment and promote the residential scale of the courtyards. 4) the development of courtyard neighborhoods with a typical decrease from 36 to 12 families because of the consolidation of small unused apartments to larger family apartments



and the development of the original back yard no-man's-land between buildings into courtyards. The courtyards are designed to develop most of





the land into private front yards for each apartment.

(PWA as associate architects are working with Goody Clancy & Associates of Boston on urban planning and apartment design for a Hope VI market rate/public housing redevelopment for most of the rest of the site including 800 apartments with a construction cost of $90 million and a completion date in 2003).



PERRY POINT

PITTSBURGH, PENNSYLVANIA

Size
66 Units

Construction Cost
N/A

Firm's Responsibility
Master Planning
Planning Approval
Community Support
Architecture Design
Contract Documents
Contract Administration

Completion Date
1981

Client Contact
Montgomery & Rust
(412) 487-6990

Owner
Montgomery & Rust
4284 Route 8
Allison Park, Pennsylvania 15101

Awards
1979
Pennsylvania Society of Architects,
Of the American Institute of
Architects,
Excellence in Architectural Design
1982
Association of Housing and
Redevelopment Agencies,
Eighth Annual William C.
Bellamy Award,
Excellence in Design

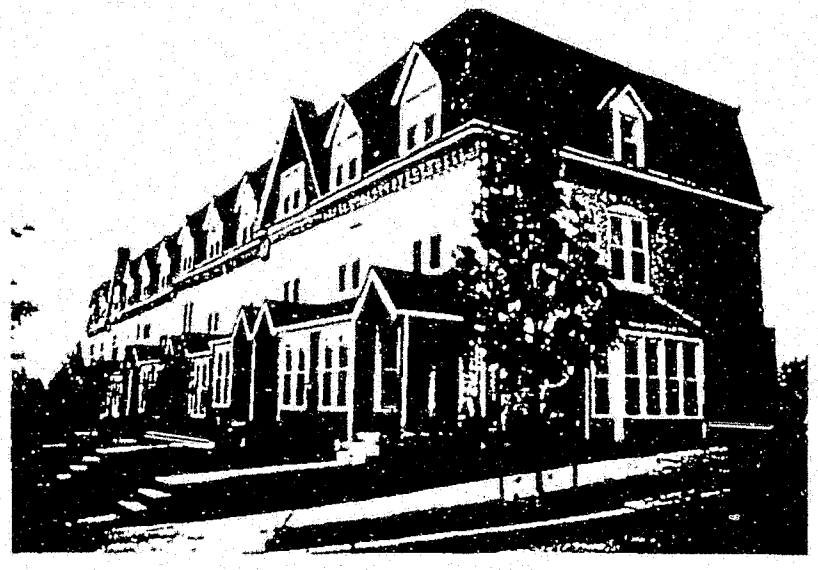


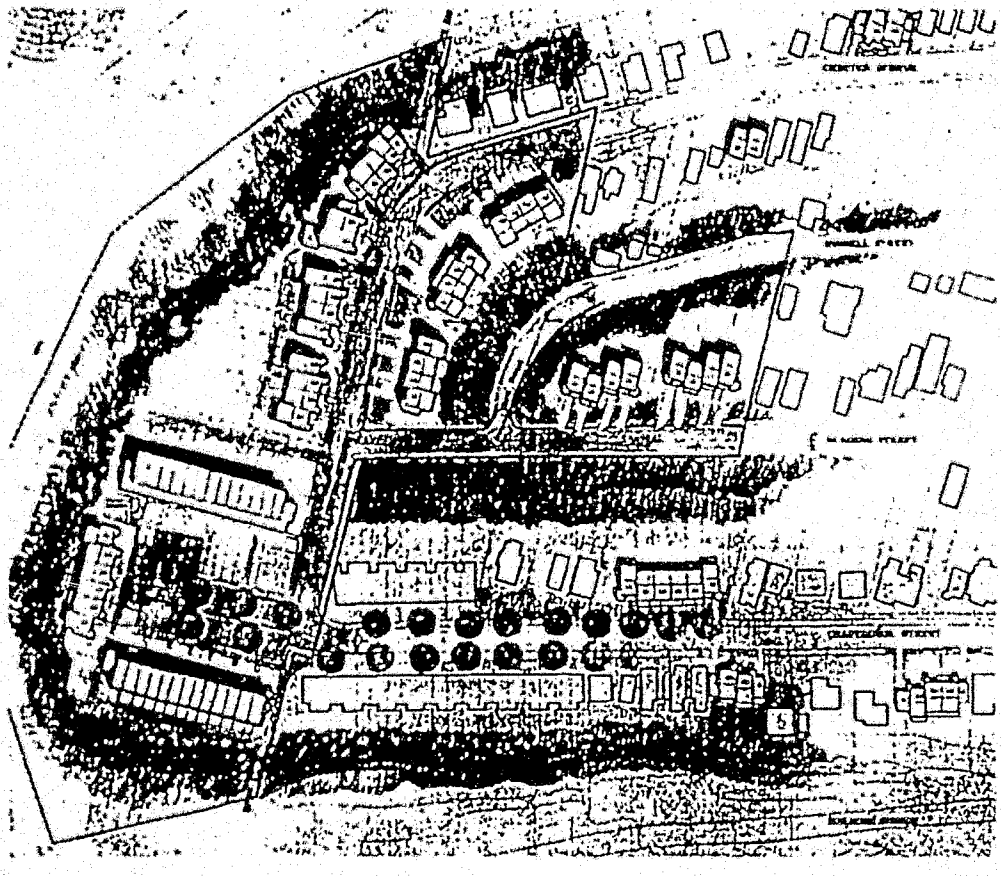
Concerned with Clifton Park's deteriorated state, the Perry Hilltop Citizen's Council and Paul Brophy, then Director of the city's Department of Housing, began seeking a way to refurbish the structures. In 1978 Perfido Weiskopf Architects was hired to study the area and recommend a plan for the reuse of the existing buildings and the five surrounding acres of vacant land. After reviewing the plans and designs and exploring the Perry Hilltop neighborhood a developer, Montgomery and Rust, Inc., determined that the Master Plan was feasible. They assembled a development team including Perfido Weiskopf as their architects and marketing agents from Northern Shore Realty, staffed by local residents, and submitted a proposal to the URA, to build a complete residential community, Perry Point, in three phases. The existing structures, rehabilitated into 28 townhouses and 4 new units, represent Phases I. 22 houses were constructed for sale during Phase II with an additional 12 houses for phase III.

The architectural problems contributing to the demise of Clifton Park were primarily related to the original site plan and secondarily related to the anonymity of the units. For clues to the solutions to these problems, it was necessary to look at the homes in the rest of the neighborhood. There are both detached houses and some row houses quite similar to those in Clifton Park, which have flat, undifferentiated facades and relate to an anonymous parking lot, the houses in the rest of the neighborhood have individual character and relate directly to the street. Their entries are defined on occasion by small porches or overhangs and are arrived at via paths

leading form the street, through small private yards.

The design assumes an advantage in maximizing choice and flexibility for the prospective owners and led to a "kit of parts" for renovating these houses. The kit includes options for various kitchen types, entries, porches, breakfast bays, two story spaces and bedrooms, dressing rooms and studies. It also includes the option of renovating the third floor in whole or in part or of leaving it unfinished for future expansion by the homeowner. The best result of this "kit of parts" construction is that each house will be a bit different, exhibiting an identity and character necessary for the development of the private ownership image and providing flexibility for the developer in an untried market.





"We are proud to recognize this project for it's outstanding design and contributions to the principals for which Pittsburgh Association of Housing and Redevelopment Agencies strives" (PAHRA 1982)

Perfido Weiskopf Architects

MALLEABLE HEIGHTS

SHARON, PENNSYLVANIA

Size
6.5 Developed Acres

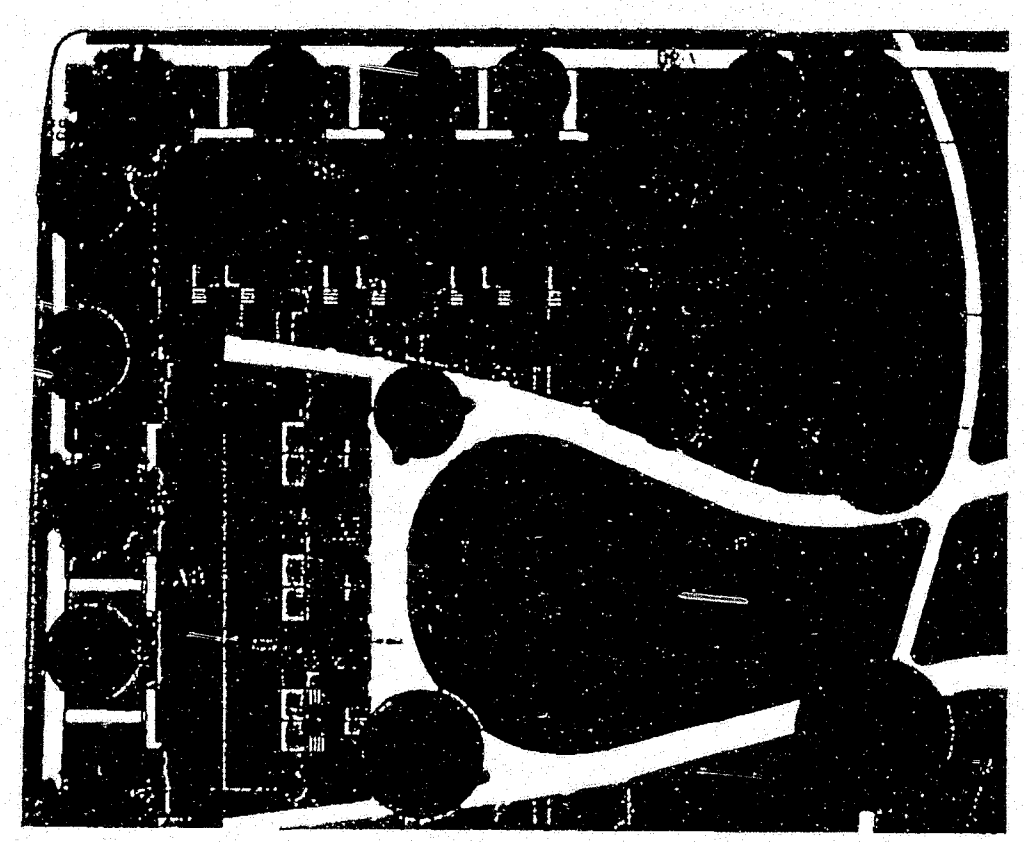
Construction Cost
$1.5 Million

Firm's Responsibility
Site Design
Architectural Design
Contract Documents
Contract Administration

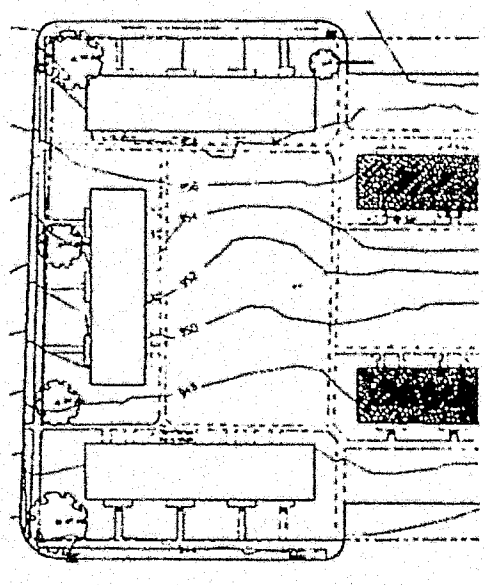
Completion Date
2000

Client Contact
L. DeWitt Boosel
Mercer County Housing
Authority,
80 Jefferson Ave
Sharon, Pennsylvania 16416
(724)342-4005

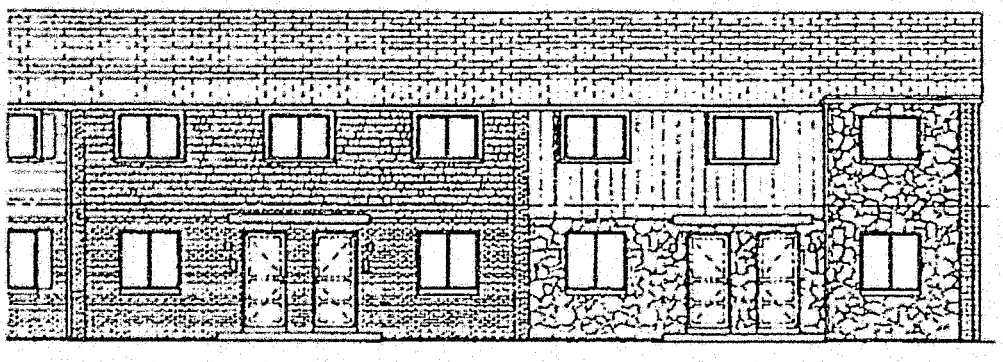
Owner
Mercer County Housing
Authority,
80 Jefferson Ave
Sharon, Pennsylvania 16416



Malleable Heights is a housing project of 100 units located in Sharon PA on a hill above the old Sharon Steel works. The project was built in the early 1950s in the anonymous "barracks" style of war worker housing. The apartments lacked any sense of individual identity, there were too many apartments for the site, and the exterior space was an uncared for "no-man's land" with no provision for private yards or gardens. The appearance of Malleable Heights stood in sharp and unfortunate contrast to the well tended houses in the surrounding neighborhood.



Perfido Weiskopf Architects



PWA's strategy for the rehabilitation of Malleable Heights involved several steps. 18 units in 3 buildings were demolished to bring the density of buildings on the site into conformance with the surroundings. The front facades of the buildings were redesigned to focus on individual entrances and to emphasize a lively architectural variety. Porches were added at key points along the street face of the buildings to engage the apartments with the land. And the landscape itself was redesigned and replanted to provide a more rational division of public and private space, better parking facilities, and a carefully planned system of footpaths. Each townhouse will now have a private yard, and an enclosed rear garden with a stoop, a planting bed, and a paved place for a table and chairs.

Malleable Heights is the first of four projects that PWA will do for the Mercer County Housing Authority as part of contract for professional services that extends through 2003. Malleable Heights is now under construction and will be substantially complete in the Fall of 2000.



MILLVUE ACRES
CLAIRTON, PENNSYLVANIA

Size
74 Town Houses

Construction Cost
$5.1 Million

Firm's Responsibility
Master Planning
Variances
Community Support
Architectural Design
Contract Documents
Contract Administration

Completion Date
2001

Client Contact
Marion Matta
Allegheny County Housing Authority
341 Fourth Avenue
Pittsburgh, PA 15222
(412) 355-2164

Owner
Allegheny County Housing Authority
341 Fourth Avenue
Pittsburgh, PA 15222
(412) 355-2164

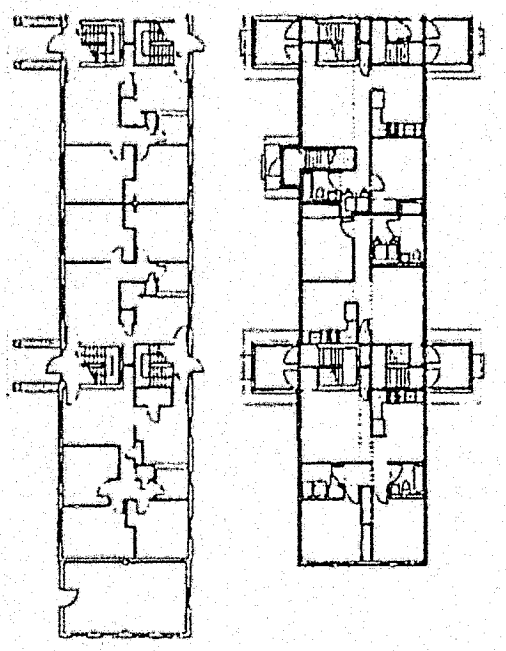


Millvue Acres was a public housing project of 130 apartments arranged in barracks style buildings that were constructed in the 1940s on a bluff above the Monongahela River in Clairton, PA. The buildings were anonymous 3 story "walk-ups" with common entrances and stairs serving 6 apartments each, and common courtyards between the buildings. By the late 1990s the project was severely distressed by an obsolescent design, an unreasonable density of apartment units for the land, an infestation of termites that had structurally damaged several of the buildings, and social problems.

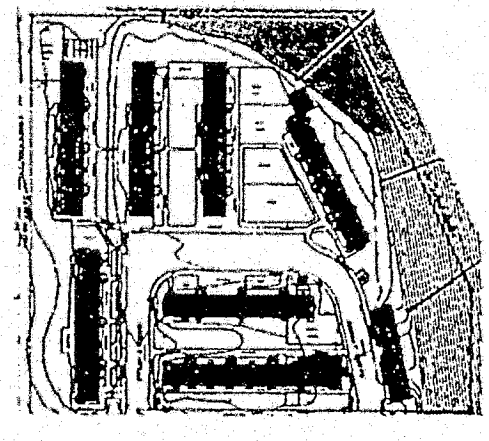


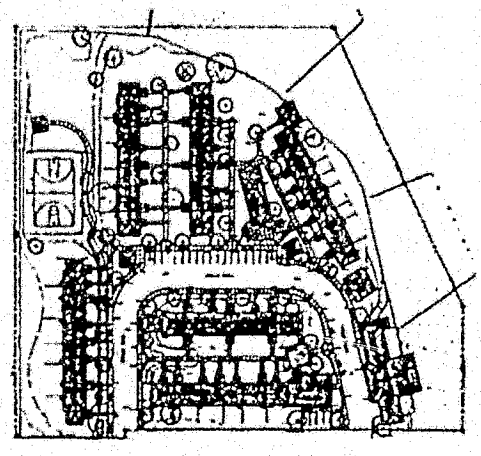
The Owner of the project, the Allegheny County Housing Authority, charged PWA with transforming the physical setting of Millvue Acres. Specifically, the Authority asked that the buildings be stripped to their shells and reconfigured as townhouses with modern amenities, private entrances, and private yards and gardens. The goal was to provide a new development that reuses the original building shells, but that provides all of











the features that would belong to a good quality private apartment complex.

Millvue Acres is now under construction and will be complete in early 2001. Density has been reduced from 130 flats to 74 townhouses. Demolition and selective demolition have been carefully used to remove buildings and portions of buildings that were poorly sited. The interiors have been gutted to the framing and have been completely reconstructed to provide new, more spacious room arrangements. All of the systems in the buildings have been replaced. And the landscape has been completely reorganized to replace the anonymous courts with private yards and gardens. These yards are marked with boundaries that provide clear demarcations between "public" and "private" spaces. The residents in completed apartments have already demonstrated their pride and their new sense of ownership of the land with their own flower beds, special shrubs, and lawn furniture.

Lami Grubb
ARCHITECTS

100 East Swissvale Ave
Pittsburgh, PA 15218
Phone: 412.243.3430
Fax: 412.371.1586

December 6, 2000

Groveton Housing Partnership, LP
Ralph A. Falbo, Inc., General Partner
100 Wood Street
7th floor
Pittsburgh, PA 15222

Re: 20002.01 Project: Groveton Village

Dear Mr. Falbo:

This will confirm our intent to participate in the Groveton Village project as Architect for the Construction Contract Administration portion of the work.

Our firm was formed in 1993. We began working on low income housing work in 1997, although my personal experience in low income housing dates back to 1983 when I was employed by other architectural firms.

Respectfully,

Suzan M Lami, AIA

Lami Grubb
ARCHITECTS

100 East Swissvale Ave
Pittsburgh, PA 15218
Phone 412.243.3430
Fax 412.371.1586

Previous Low Income Housing Experience

We provided full design through construction contract administration services for the following projects:

5526 -5530 Penn Avenue
Conversion of a three story commercial building to a mixed-use commercial and residential building containing eight artists' lofts and four commercial spaces. Completed 1999
Client: Friendship Development Associates, and Bloomfield/ Garfield Corporation.

North Braddock Apartments, for Mon Valley Initiative — North Braddock, PA
216 Bessemer Avenue. Renovation of 6 unit apartment building into low income rental housing. Currently in design.

235 Hawkins Avenue. Renovation of an abandoned single family house and garage into 4 low-income rental units, including converting the garage into a stand-alone unit. Currently in design.

817 Kirkpatrick. Renovation of a historic house that was previously subdivided into 5 units into low income rental units. Currently in design.

Community Center, Hays Manor Housing Development — McKees Rocks
A new community center consisting of multipurpose rooms, management offices, library, learning center, maintenance offices, and play rooms. Client: the Allegheny County Housing Authority. Completed fall of 2000.

East Orange Redevelopment Plan — East Orange, New Jersey
Feasibility study for redevelopment of 30 block 'teens street' area including evaluation of existing housing and design of proposed low-income infill housing. Client: Tresbri Development. Currently in design.

Asbury Park — Asbury, New Jersey
Feasibility study for redevelopment of 15 block area including preliminary design for individual low income housing units, low income housing unit apartment building, and retail area. Client: Tresbri Development. Completed in fall of 2000

Troy Hill "Alte Haus"* — Goettman Street, Pittsburgh for Troy Hill Citizens Council.
A new six-unit apartment building for the elderly was constructed on the site of an existing building, demolished for structural reasons. The building was entirely pre-leased. Completion in 1991

* denotes work completed by Suzan Lami as principal designer while a partner at Design 3 Architecture.

AIA Document B431

Architect's Qualification Statement

1993 EDITION

DATE: 4 December 2000
SUBMITTED TO: Groveton Housing Partnership, L.P.
ADDRESS: Ralph A. Falbo, Inc. General Partner
100 Wood Street
7th Floor
Pittsburgh, PA 15222

NAME OF PROJECT: Groveton Village

1. BASIC INFORMATION

1.1 Architect: **Lami • Grubb • Architects**
(Firm Name)

1.2 Business Address: 100 East Swissvale Avenue
Pittsburgh PA 15218

1.3 Telephone Number: (412)•243•3430

1.4 Person to Contact: Suzan M. Lami, Robert W. Grubb

1.5 Type of Organization *(Check one)*

X Individual or Sole Proprietorship
Professional Corporation/Association
Corporation
Partnership
Joint Venture*
Other*

**If Joint Venture or Other, give details*

2. GENERAL STATEMENT OF QUALIFICATIONS

Lami • Grubb • Architects is a full-service architectural firm with a broad range of experience in architectural practice. A staff of 11 full-time professionals, one office manager, a receptionist and a range of consultants serves clients from corporations, non-profit groups, public and community groups to individuals. We have extensive experience in residential, college educational facilities, retail, restaurant, offices of all types, and other commercial projects.

3. GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8)

3.1 Names of Principals:	Suzan M. Lami Robert W. Grubb
3.2 Professional History	Suzan Lami Architects, 1993 Suzan Lamu principal of Design 3 Architecture, Robert Grubb, principal of The Design Alliance Architects,
3.3 Registration Status:	Suzan Lami, Pennsylvania, 1983 Robert Grubb, Pennsylvania, 1983, Ohio 1998, New Jersey 2000,NCARB
3.4 Professional Affiliations:	American Institute of Architects Pennsylvania Society of Architects Pittsburgh Chapter of American Institute of Architects
3.5 Key Personnel:	Jim Noe, R.A. Julie Reker, AIA, Marc Sides, RA Clint Myers Brian Viehland Jim Speck Gary Atcheson
3.6 Total Number of Staff	Eleven full-time professionals, one office manager, one receptionist
3.7 Number of Registered Architects:	five
3.8 Honors and Awards:	National Renovation Architect of the Year, awarded by Commercial Remodeling Magazine, October 1993 for the design of renovations to Riverside Commons Innovation Center * Historic Review Commission Award, City of Pittsburgh, 1993.* Outstanding Lighting Award, Commercial Lighting, Electric League of Western Pennsylvania, 1991 * Selected for Juried Exhibit, Pittsburgh Center for the Arts, "Women in Architecture".
3.9 Professional and Civic Involvement	Robert Grubb - Edgewood Planning Commission, Edgewood Club Board of Directors Suzan Lami - Community Loan Fund, President of Board of Directors Women's Economic Development Group Enterprise Founding Board Member National Association of Women Business Owners Executive Women's Council PowerLink, Board Member

4. RELATED PROFESSIONAL SERVICES

Consulting engineers are selected based on the technical requirements of any project, the size of the project, its schedule and its budget. We typically work with several different engineering firms in any particular discipline. For work at CMU we would probably select from the following lists depending on the particular project requirements mentioned above

4.1 Structural:	Moreford Engineering, Konefal and Company
4.2 Mechanical:	Peter Costulis Engineering, Arthur Schock Engineers
4.3 Electrical:	Caplan Engineering, Carl J. Long Engineering
4.4 Interior Design:	In house (Lami-Grubb-Architects)

4.5 Others: Landscape Design: Joel Legall Landscape Design

5. PROJECTS

(Projects for which Personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached.

Renovation and Adaptive reuse

5526 -5530 Penn Avenue

Conversion of a three story commercial building to a mixed-use commercial and residential building containing eight artists' lofts and four commercial spaces.

Contact: Becky Mingo, Friendship Development Associates, 621-1114.
Rob Stephany, Bloomfield/ Garfield Corporation, 441-6950

Zone 1 Police Station — North Side, Pittsburgh, PA

Renovation of a former retail store/warehouse into a new police facility. This project is one of several that we are/will be performing for the City of Pittsburgh Department of Engineering and Construction under a Biennial Contract (1995-1999) for Architectural services

Contact: Al Kovacik, Bruce Padolf, 255-8850

West End-Elliott Joint Project — West End, Pittsburgh, PA

Facade renovation of three facades including window replacement conforming to historic guidelines

Contact: Carlo Schiaretta, 922-2740

Ace Locks Streetface Program — East Liberty

Facade renovation of three buildings involving commercial first floor with residential above including window replacement conforming to historic guidelines. Completed December 1995.

Contact: Maribeth Hook, URA, 255-6664.

American Youth Hostel — Allentown section, Pittsburgh, PA

Renovation of a former bank building into a residential dormitory, at a total cost of $1 million. The building will include common areas such as a kitchen, living and dining rooms, a retail store, and office area as well as dormitories and dorm style bath facilities.

Contact: Mary Beth Hook 412-255-6664

Riverside Commons Innovation Center* — North Side, Pittsburgh, PA

A renovation of two 100 year old warehouse buildings into incubator office space. The 85,000 square foot project was completed in December 1991 for North Side Civic Development Council, a non-profit group, at a cost of $4,000,000. The completed project won a Certificate of Merit from the City of Pittsburgh, for Historic Restoration, and national recognition as Adaptive Re-use Project of the Year, from Commercial Renovation Magazine.

245 Fort Pitt Boulevard Building† — Pittsburgh, PA

A renovation of an over 100-year-old warehouse building into office space following historic preservation tax credit guidelines

Unitarian Universalist Church of the South Hills — Mt. Lebanon, PA

Renovation and addition to a historic structure. Work included in the $300,000 Budget included creation of a commercial kitchen and dining facilities, classrooms, wheelchair ramps and a bath, exterior repairs, and the expansion of a meeting room. Work was for a non-profit group

Hebron School Renovation* — Penn Hills, PA

Renovation and addition to a fire-damaged former school (57,000-sq. ft.) for headquarters for Chambers Development Company, 1991.

Community Centers

Overbrook Senior Center — Pittsburgh, PA

Renovation of an existing structure into a Senior Citizens center for the City of Pittsburgh. Completed 1998

Phillips Park Community Center — Pittsburgh, PA

Addition of a full size gymnasium, restrooms, community space, multi-purpose room, and weight room / aerobics area to an existing community center. The $1.5 million project was completed in the fall of 1998.
Contact: John Gresock, City of Pittsburgh 255-2592

Ujamaa Convenience Center* — Fairywood

A former HACP recreation center was renovated into a laundromat, a grocery store, and a future credit union. The project was featured in Newsweek magazine.
Contact: Westside Civic Development Corporation

Monroeville Senior Citizen's Addition and Renovations, Phase 1 — Monroeville PA

An addition of a multi-purpose room and other improvements to an existing facility.
Contact: Doris LaGorgia, 856-7825.

Monroeville Senior Citizen's Addition and Renovations, Phase 2 — Monroeville PA

An addition of a billiards room and conference room to an existing facility
Contact: Doris LaGorgia, 856-7825.

Monroeville Senior Citizen's Addition and Renovations, Phase 3 — Monroeville PA

Renovation of existing restrooms, and expansion of womens' room.
Contact: Doris LaGorgia, 856-7825.

Institutional / Educational

Hunt Library — Carnegie Mellon University

Renovation of the first floor of this historic library, including new circulation area and circulation desk.
Contact: Jim Sekosky, CMU 268-6977

Baker Hall Psychology and History department — Carnegie Mellon University

Renovations include computer classroom, offices and computer lab areas.

Mellon Institute, Biology and Radioactive labs — Carnegie Mellon University

Renovation of existing space into labs, including lab casework, radioactive lab, microscope rooms, and hoods.
Contact: Ed Hydzik, CMU 268-8516

Technology Transfer Group — Carnegie Mellon University

Baker Hall Philosophy Department — Carnegie Mellon University

Planning, Programming, Pre-Design

Bloomfield/Garfield Penn Avenue Study.

This comprehensive study of 37 properties for the Streetface program included survey work, preliminary design, and cost estimating.
Contact: Maribeth Hook, URA, 255-6664.
Rob Stephany, Bloomfield/ Garfield Corporation, 441-6950

Study for AYH, Renovation of Pittsburgh Firehouse #1*

This study was completed in February of 1993, and created a program for the needs of AYH, addressed all building, zoning, County Health, and County Plumbing code issues, projected costs, and developed schematic plans for the renovations.
Contact: Joe Hoechner, AYH, 422-2282.

Housing Authority of the City of Pittsburgh, Allequippa Street Housing Concept Study — Pittsburgh

Master planning/design for 40 market-rate townhouse units to be placed on vacant land that was previously cleared of high-density Public Housing walk-up units
Contact: Christine Siksa, 456-5040

Housing Authority of the City of Pittsburgh Housing Concept Studies, — Pittsburgh

Quick study for the phased removal of dilapidated high density Public Housing walk-up units and the phased introduction of market rate townhouse units first to be placed on vacant land then where buildings were that was previously cleared (Arlington Heights, Addison Terrace, Bedford Dwellings).

Contact: Ernest Miller, 456-5020

USX Technical Center† Monroeville, PA

Feasibility Study of relocating a research facility to one of two other locations. Tasks included programming, analyzing spatial and building systems, conceptual building design, construction and relocation schedules, cost estimates.

Allegheny Co. Airport Master Planning

We are currently working on a master planning study to examine the potentials of the old County Airport. We are the architectural component of a joint venture with an Aviation Planning expert.

Building Evaluations, Code and Accessibility Reviews

Starbucks Coffee - McKnight Road, Mt. Lebanon, Oakland, Sewickley (2 locations)

Comprehensive study of candidate commercial properties for all building, zoning, health, ADA and historic renovation requirements.

Contact: Gene Harris, Starbucks Coffee Company, 312-787-5588 x2240

Residential Youth Rehabilitation School Study Butler, PA

A comprehensive study for building code compliance, building shell and ADA reasonable accommodation in an 18,000-sq. ft. facility. Completed December 1995

Contact: Mr. Samuel A. Costanzo, Executive Director, The Academy, 885-5200

Residential Sound Insulation

Residential Sound Insulation Study† Pittsburgh International Airport

Scattered site acoustic retrofit program for aircraft noise abatement in 40 scattered houses

Contact: Rich Belotti, Allegheny Department of Aviation, 472-3545.

Cedar Avenue Sound Insulation Study† Pittsburgh PA

Neighborhood study for helicopter generated noise abatement in historic houses nearby Allegheny General Hospital flight path.

Contact: Barbara Burns, East Allegheny Community Council
Dan Onorato, City Council

Residential / Commercial

Troy Hill "Alte Haus"* Goettman Street, Pittsburgh for Troy Hill Citizens Council

A new six-unit apartment building for the elderly was constructed on the site of an existing building, demolished for structural reasons. The building was entirely pre-leased.

5526 -5530 Penn Avenue

Conversion of a three story commercial building to a mixed-use commercial and residential building containing eight artists' lofts and four commercial spaces.

Contact: Becky Mingo, Friendship Development Associates, 621-1114
Rob Stephany, Bloomfield/ Garfield Corporation, 441-6950

Office Facilities

Union Switch and Signal, Systems and Research Center† Pittsburgh Technology Center†

170,000 square foot new building for software engineering company, $20 million budget, completed 1995

Contact: Michael Pracht, Vice President, 688-2807
Brian McCurrie, Controller, 688-2354
Bill Ohnhaus, Facilities Manager, 688-2618

Mine Safety Appliances Corporate Headquarters Building† O'Hara Township, PA.

50,000 square feet new corporate headquarters, $20 million, completed 1987.

Contact: Mr. Rich Morris, Manager, Office Administration, 967-3114

Allstate Insurance Mt. Lebanon, PA

25,000 square foot renovation of an office building.

Contact: Marilyn Miller, Facilities Manager, 572-7203

Riverside Commons Innovation Center* North Side, Pittsburgh, PA

A renovation of two 100 year old warehouse buildings into incubator office space The 85,000 square foot project was completed in December 1991 for North Side Civic Development Council, a non-profit group, at a cost of $4,000,000 The completed project won a Certificate of Merit from the City of Pittsburgh, for Historic Restoration, and national recognition as Adaptive Re-use Project of the Year, from Commercial Renovation Magazine.
Contact: Skip Schwab, NSCDC, 322-3523

Dickie, McCamey & Chilcote, Two PPG Place† Pittsburgh, PA
Six office interiors phases over twelve years totaling more than 50,000 square feet.
Mr. Pamela Graves, facilities manager, 392-5415

University of Pittsburgh, Craig Street Annex† Pittsburgh, PA
Renovation of the former Continental Insurance Company Building, 50,000 square feet, into an administrative office building. .

University of Pittsburgh Applied Research Center† Harmarville, PA
Renovation of former Gulf Research buildings, 40,000 square feet total, into incubator office spaces, completed 1987

245 Fort Pitt Boulevard Building† Pittsburgh, PA
A renovation of over 100-year-old warehouse buildings into office space following historic preservation tax credit guidelines, completed 1988

Webb Burden Zeisenheim & Webb, The Koppers Building† Pittsburgh, PA
17,000 square foot office interior.

MacDonald Illig Jones & Britton Law Firm† Erie PA.
Interior design for professional offices, 30,000 square feet in two phases.

Office Interiors

Casto-Skilken Group Contact: Kathy Piatt, 471-3989
- First and Market
  - Natural Gas Clearing House
  - Glausser, Listwak and Company
  - Concord Financial
  - American Micrographics
  - BD & E Advertising agency
  - Belajac Casting Agency
  - Skutsky and Oltsmanns Advertising Agency
  - Tobin and Tobin Law Firm
  - Film Chips
- Corporate One East
  - Ragnar Benson Engineers
  - American Express
  - Management Offices
  - Labtask
  - American Express
  - McDade and Associates
  - Dr. Pinnelli, Dentist
  - Magee-Womens Hospital, doctor's offices
  - Magee-Womens Hospital, WomanCare Mammogram Center
  - Dr. Joseph's, Pediatrician
  - ABC Home Health Care
  - Serologicals Blood Bank
  - Huntington Learning Center
- Corporate One West
  - Premos, Premos Expansion
  - Kelly Services
  - Hutchinson Psychiatrists
  - Bozell Advertising
  - State Farm Insurance

Others

Nations Air
Allstate Insurance, Mount Lebanon PA
Better Business Bureau
CSC Insurance Group
Fifth Ave Place insurance office
Parkway East Ford

Residential

North Braddock Apartments — North Braddock, PA
Renovations of three separate buildings into low income apartments. Currently under design. Total units: 19

5526 -5530 Penn Avenue
Conversion of a three story commercial building to a mixed-use commercial and residential building containing eight artists' lofts and four commercial spaces.
Contact: Becky Mingo, Friendship Development Associates, 621-1114.
Rob Stephany, Bloomfield/ Garfield Corporation, 441-6950

Alte Haus* — Troy Hill, Pittsburgh, PA
A six unit apartment building for the elderly, built as a turn-key project for a local non-profit development group.

Northview Heights* — Pittsburgh, PA
Feasibility study for the Housing Authority, City of Pittsburgh.

Residential Sound Insulation Program† — Greater Pittsburgh International Airport
A pilot program to acoustically insulate 34 single family residences subjected to aircraft over flight noise due to airport expansion, $1.2 million budget.

In addition to the above, we have completed over 50 private residential projects throughout the Pittsburgh area.

* denotes work completed by Suzan Lami as principal designer while a partner at Design 3 Architecture.
† denotes work completed by Robert Grubb as a Principal or Project Architect at The Design Alliance Architects.

6. REFERENCES

Contact persons and phone numbers are listed for recent projects in the previous article.

7. STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

To the best of our knowledge there exists no potential conflicts of interest.

ADDITIONAL INFORMATION

(If attachments are provided, list them here.)

Lami • Grubb • Architects is a State and County certified Women's Business Enterprise. Both certifications are attached.

I hereby certify that, as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.

(Signature)

Suzan M. Lami

(Printed name and title)

Lami Grubb
ARCHITECTS

100 East Swissvale Ave
Pittsburgh, PA 15218
Phone: 412.243.3430
Fax: 412.371.1586

Previous Low Income Housing Experience

We provided full design through construction contract administration services for the following projects.

5526 -5530 Penn Avenue
Conversion of a three story commercial building to a mixed-use commercial and residential building containing eight artists' lofts and four commercial spaces. Completed 1999
Client: Friendship Development Associates, and Bloomfield/ Garfield Corporation.

North Braddock Apartments, for Mon Valley Initiative — North Braddock, PA
216 Bessemer Avenue. Renovation of 6 unit apartment building into low income rental housing. Currently in design.

235 Hawkins Avenue. Renovation of an abandoned single family house and garage into 4 low-income rental units, including converting the garage into a stand-alone unit. Currently in design.

817 Kirkpatrick. Renovation of a historic house that was previously subdivided into 5 units into low income rental units. Currently in design.

Community Center, Hays Manor Housing Development — McKees Rocks
A new community center consisting of multipurpose rooms, management offices, library, learning center, maintenance offices, and play rooms. Client: the Allegheny County Housing Authority. Completed fall of 2000.

East Orange Redevelopment Plan — East Orange, New Jersey
Feasibility study for redevelopment of 30 block 'teens street' area including evaluation of existing housing and design of proposed low-income infill housing. Client: Tresbri Development. Currently in design

Asbury Park — Asbury, New Jersey
Feasibility study for redevelopment of 15 block area including preliminary design for individual low income housing units, low income housing unit apartment building, and retail area. Client: Tresbri Development. Completed in fall of 2000

Troy Hill "Alte Haus"* — Goettman Street, Pittsburgh for Troy Hill Citizens Council.
A new six-unit apartment building for the elderly was constructed on the site of an existing building, demolished for structural reasons. The building was entirely pre-leased. Completion in 1991

* denotes work completed by Suzan Lami as principal designer while a partner at Design 3 Architecture

Lami • Grubb • Architects

Suzan M. Lami, Principal

Profile

Suzan Lami has 20 years of experience in architectural practice. Projects have included those as small as a 500 sf specialized commercial interior design and as large as the renovation of 84,000 sf of 100 year old warehouse space into incubator office space. Custom tailoring of the design to the client's needs, schedule and budget has remained a consistent accomplishment. She founded her own architectural firm in 1993, and remains the sole owner of Lami Grubb Architects, a 13 person architectural firm. The firm performs work across the United States, and bills over $1.3million of work per year.

Notable Projects

American Youth Hostel, $1 million renovation
BreadWorks Bakery, commercial bakery and additions
Phillips Park Gymnasium, City of Pittsburgh
Zone 1 Police Station, City of Pittsburgh
Riverside Commons offices, 84,000 sf renovation.

Registration

Registered Architect, Pennsylvania 1983

Education

Bachelor of Architecture Degree, Cum Laude, 1979, Carnegie-Mellon University, Pittsburgh, Pennsylvania, 1977-79
Cornell University, Ithaca, New York, 1974-77

Awards

- International Masonry Institute, Golden Trowel Award 99, Best Commercial Building in Western Pennsylvania.
- Pittsburgh Magazine Interiors of the Year, first place award, 1998.
- American Institute of Architects, Pittsburgh Chapter, Design Certificate of Merit for design of Woods Kitchen
- Historic Review Commission Award, City of Pittsburgh, 1993 and 1998.
- Outstanding Lighting Award, Commercial Lighting, Electric League of Western Pennsylvania, 1991.
- National Renovation Architect of the Year, awarded by Commercial Remodeling Magazine, October 1993 for the design of renovations to Riverside Commons Innovation Center.
- Named one of 50 Best Women in Business in Pennsylvania, 1998, by Governor Ridge.
- Named one of 100 Fastest Growing Pittsburgh Companies by Pittsburgh Business Times, 1997, 1998, and 1999.
- Selected for Juried Exhibit, Pittsburgh Center for the Arts, "Women in Architecture".

Affiliations

American Institute of Architects, Pennsylvania Society of Architects,
Community Loan Fund, Board Member, currently Vice President, former Secretary. Has been a Board Member for over 4 years.
PowerLink, Board Member. Is also currently serving on the advisory board of a woman-owned business, and was the recipient of a PowerLink board.
Women's Economic Development Group Enterprise, (WEDGE) Founding Board Member, currently Treasurer.
National Association for Female Executives, member.
Pittsburgh Women in Commercial Real Estate, board member.
Certified WBE, Allegheny County, and State of Pennsylvania

100 East Swissvale Ave. Pittsburgh, PA 15218 412•243•3430 412•371•1586 fax

Lami • Grubb • Architects

Robert W. Grubb, Principal

Profile

Robert Grubb has more than 19 years of experience in architectural practice. Formerly a principal in The Design Alliance, Architects, Pittsburgh, he has moved on to co-manage his current firm.

He has designed and managed corporate facilities, professional offices, retail, research, educational, residential and historic renovation projects..

Notable Projects

Union Switch and Signal, Systems and Research Center, Pittsburgh Technology Center, 170,000 square foot, $20 million budget, completed 1995.*

Allstate, Mt. Lebanon, PA, 25,000 square foot renovation of an office building, 1990*, ADA restroom renovations, 1996, office workstation modernization 1996.

Mine Safety Appliances Company Corporate Headquarters Building, O'Hara Township, PA. 50,000 square feet new corporate headquarters , $20 million, completed 1987*, Study for cafeteria plaza, 1995.

Dickie, McCamey & Chilcote, six office interiors phases over twelve years totaling more than 50,000 square feet in Two PPG Place, Pittsburgh, PA.*

Allegheny Co. Airport Master Planning, part of the team examine the potentials of the old County Airport, 1996.

Residential Sound Insulation Program, Greater Pittsburgh International Airport, pilot program to acoustically insulate 34 single family residences subjected to aircraft over-flight noise*; Cedar Avenue Sound Insulation Study, Pittsburgh, neighborhood study for helicopter generated noise abatement in historic district.

Schlotzsky's Deli and Bar, first addition at the airport for a restaurant; *Hotlicks*, local architectural services for two restaurants, Pittsburgh International Airport

Commonwealth Academy, a comprehensive study for building code compliance, building shell and ADA reasonable accommodation for converting a former seminary facility to a school, Butler, PA.

5526 -5530 Penn Avenue, conversion of an old commercial building to mixed commercial and residential use, Bloomfield section, Pittsburgh, PA.

Numerous office interiors, residences.

Registration

Pennsylvania 1982

Education

Master of Architecture Degree, 1980, Carnegie-Mellon University.
Bachelor of Arts in Engineering, 1976, Lafayette College, Easton PA.

Affiliations

American Institute of Architects, Pennsylvania Society of Architects
National Council of Architectural Registration Boards
Edgewood Zoning Board (former), Edgewood Planning Commission (current)
former member Squirrel Hill Urban Coalition, Housing Task Force

* denotes work completed as a Principal or Project Architect at The Design Alliance Architects.

100 East Swissvale Ave. Pittsburgh, PA 15218 412•243•3430 412•371•1586 fax

1300 Brighton Road
Pittsburgh, Pennsylvania 15233
412/322 1121
FAX 412/322-9336

MISTICK
CONSTRUCTION

November 20, 2000

Mr. Ralph Falbo
President
Ralph A. Falbo, Inc.
100 Wood Street Building
Pittsburgh, PA 15222

RE: Groveton Village

Dear Mr. Falbo:

Please accept this letter as documentation of our intent to serve as general contractor for the above referenced project.

As requested, I have enclosed a Qualification Statement. If you have any questions or require additional information, please do not hesitate to call.

We at Mistick Construction look forward to working with you.

Sincerely,

Robert Mistick
Chief Operating Officer

MRM/bls
Enclosure

1300 Brighton Road
Pittsburgh, Pennsylvania 15233
412/322-1121
FAX 412/322-9336

MISTICK
CONSTRUCTION

December 14, 2000

To Whom it May Concern:

Mistick Construction was originally founded in 1951 as Tom Mistick Builders, and incorporated in 1975 as Tom Mistick & Sons, Inc. Since its inception, Mistick Construction has been involved in the construction of low-income housing projects.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Jeffrey A. Anderson
Vice President of Construction

JAA/bls

Mistic onstruction
Construction Projects
Low Income Housing
as of
October 1, 2000

PROJECT	OWNER	ARCHITECT	VALUE	PERCENT COMPLETE	DATE COMPLETE	UNITS
FOREST GREEN	FOREST GREEN COMMONS LTD.	PERKINS EASTMAN	$ 4,900,000.00	2%	Jun-01	60
TIMOTHY PLUM	PRESBYTERIAN SENIOR CARE	PERKINS EASTMAN	$ 939,050.00	1%	May-01	12
GRANDVIEW APARTMENTS	GRANDVIEW ASSOCIATES LTD	RSH ARCHITECTS	$ 1,689,200.00	2%	Jun-01	24
MEYERS RIDGE	MCKEES ROCKS TERRACE	PERKINS EASTMAN	$ 4,195,236.00	42%	Jan-01	52
FAIRFAX ESTATES PH II	BETTER BLOCK DEVELOPMENT	LORENZI DODDS	$ 819,734.00	3%	May-01	12
PINE RIDGE HEIGHTS	PINE RIDGE HEIGHTS ASSOC	PERKINS EASTMAN	$ 2,543,854.00	62%	Jan-01	40
MILLVUE ACRES	ALLEHGENY COUNTY HOUSING AUTHORITY	PERFIDO-WEISKOPF	$ 3,000,000.00	73%	Feb-01	42
WYLIE RENTALS	HILL COMMUNITY DEVELOPMENT	HANSON ASSOCIATES	$ 2,200,000.00	100%	Feb-99	20
CRAWFORD SQUARE PH III	HOUSING AUTHORITY CITY OF PITTSBURGH	MCCORMICK BARON	$ 5,281,000.00	100%	May-00	74
WYLIE AVENUE TOWNHOMES	HILL COMMUNITY DEVELOPMENT	HANSON ASSOCIATES	$ 1,220,554.00	100%	Jun-98	12
MANCHESTER SUPPORTIVE	MANCHESTER SUPPORTIVE HOUSING	RUPRECHT/SCHROEDER	$ 1,400,000.00	100%	Oct-97	22
EAST LIBERTY SUPPORTIVE	EAST LIBERY SUPPORTIVE HOUSING	RSH ARCHITECTS	$ 1,490,394.00	100%	Feb-98	25
CONNELLSVILLE	CONNELLSVILLE HOUSING AUTHORITY	ALTMAN & ALTMAN	$ 1,642,994.00	100%	Apr-96	100
BROADHEAD MANOR	HOUSING AUTHORITY CITY OF PITTSBURGH	MCCORMICK ASSOCIATES	$ 2,735,575.00	100%	May-96	84
ARLINGTON HEIGHTS PH IV	HOUSING AUTHORITY CITY OF PITTSBURGH	ARTHUR LUBETZ ASSOC.	$ 2,969,091.00	100%	Feb-95	114
BENEDICTINE PLACE	NORTH HILLS AFFORDABLE HOUSING	DAMIANOS BROWN	$ 887,676.00	100%	Jun-95	17
ST.CLAIR VILLAGE PH V	HOUSING AUTHORITY CITY OF PITTSBURGH	APOSTOLOU ASSOC.	$ 2,063,151.00	100%	Jun-95	132
BEDFORD DWELLINGS	HOUSING AUTHORITY CITY OF PITTSBURGH	L.D. ASTORINO	$ 6,330,118.00	100%	Sep-94	422
BRIGHTON PLACE	BRIGHTON PLACE ASSOCIATES	LANDMARKS DESIGN	$ 2,768,800.00	100%	Dec-94	19
STL CLAIR VILLAGE PH IV	HOUSING AUTHORITY CITY OF PITTSBURGH	APOSTOLOU ASSOC.	$ 1,557,000.00	100%	Oct-94	51
ADDISON TERRACE	HOUSING AUTHORITY CITY OF PITTSBURGH	L.D. ASTORINO	$ 1,017,000.00	100%	Feb-93	125
NORTHVIEW HEIGHTS	HOUSING AUTHORITY CITY OF PITTSBURGH	NJC ASSOCIATES	$ 1,315,175.00	100%	May-93	36
CRAWFORD VILLAGE	HOUSING AUTHORITY CITY OF MCKEESPORT	R.J. MUROVICH	$ 3,349,000.00	100%	Oct-92	198
LANG AVENUE APARTMENTS	HOMEWOOD-BRUSHTON REVITALIZATION	JOHN FIGEL	$ 482,562.00	100%	Oct-90	6
TO THE BEST OF OUR KNOWLEDGE, NONE OF THE ABOVE LISTED LOW INCOME HOUSING PROJECTS ARE PHFA TAX CREDIT PROJECTS.						

TOTAL P.03

Contractor's Qualification Statement

AIA Document A305 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of American (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Ralph A. Falbo, Inc.

ADDRESS:
Groveton Housing Partnership L.P.
c/o Ralph A. Falbo, Inc.
0 Wood Street, Pittsburgh, PA 15222

Corporation	[ ]
Partnership	[ ]
Individual	[ ]
Joint Venture	[ ]
Other	[X]

SUBMITTED BY:

NAME: Mistick PBT

ADDRESS:
1300 Brighton Road
Pittsburgh, PA 15233

PRINCIPAL OFFICE: Pittsburgh, PA 15233

NAME OF PROJECT (if applicable): Groveton Village

TYPE OF WORK (file separate form for each Classification of Work):

[X]	General Construction	[ ]	HVAC
[ ]	Plumbing	[ ]	Electrical
[ ]	Other (please specify)		

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 24

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1.2 How many years has your organization been in business under its present business name? 24

1.2.1 Under what other or former names has your organization operated?
Tom Mistick & Sons, Inc. and Mistick Incorporated

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-president's name(s):
N/A

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):
N/A

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:
N/A

1.6 If the form of your organization is other than those listed above, describe it and name the principals:
Mistick PBT is a Pennsylvania Business Trust, effective 10/31/93
D. Thomas Mistick - President & Treasurer
M. Robert Mistick - Vice-President and Secretary

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
N/A

2.2 List jurisdictions in which your organization's partnership or trade name is filed.
N/A

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Rough Carpentry	Concrete Work
Finish Carpentry	Millwork
Metal Stud Installation	General Labor

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?
No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
No

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3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date
See Attachment

3.4.1 State total worth of work in progress and under contract:
See Attachment

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
See Attachment

3.5.1 State average annual amount of construction work performed during the past five years:
See Attachment

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
See Attachment

4. REFERENCES

4.1 Trade References:
See Attachment

4.2 Bank References :

Three Rivers Bank & Trust	Dollar Savings	National City
US Bancorp	Corporate Banking	300 Fourth Avenue
2681 Mosside Boulevard	3 Gateway Center	Pittsburgh, PA 15222
Monroeville, PA 15146-3394	10 West	
	Pittsburgh, PA 15222	

4.3 Surety:

4.3.1 Name of bonding company:
Jay Black
Great American Insurance Company
Foster Plaza, Suite 681
Anderson Drive
Pittsburgh, PA 15220

4.3.2 Name and address of agent:
Richard Beck
Willis Corroon Agency
Foster Plaza, Building 9
750 Holiday Drive
Pittsburgh, PA 15220

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

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Net Fixed Assets;

Other Assets;

Current Liabilities (e.g , accounts payable, notes payable. accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g , capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof
Deloitte & Touche
One PPG Place
Pittsburgh, PA 15222

5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
N/A

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

6. SIGNATURE

6.1 Dated at Pittsburgh this 20th day of November ~~19~~ 2000

Name of Organization: MISTICK PBT

By: M Robert Mistick

M Robert Mistick

Title: Vice-President

6.2

M M. Robert Mistick, Vice President of Mistick PBT being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 20th day of November ~~19~~ 2000

Notary Public: Elizabeth L Thomas

My Commission Expires: 11-19-03

Notanal Seal
Elizabeth L Thomas, Notary Public
Bethel Park Boro, Allegheny County
My Commission Expires Nov. 19, 2003
Member, Pennsylvania Association of Notaries

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Mistick C ruction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Armstrong Landing	Landmark America	JDBA Architects	$25,000,000	Preconstruction Phase	
UPMC WomanCare Center	George White Properties	IKM Architects	$1,957,000	1%	April, 2001
Dialysis Clinic-Washington, PA	Dialysis Clinic, Inc.	JDBA Architects	$250,000	1%	
Redstone Highlands, Murrysville	Redstone Highlands	Perkins Eastman Architects	$18,040,000	1%	April, 2002
Redstone Highlands, North Huntingdon	Redstone Highlands	Perkins Eastman Architects	$15,500,000	1%	February, 2002
Forest Green	Forest Green Commons LTD Partnership	Perkins Eastman Architects	$4,900,000	2%	June, 2001
Carnegie Library Director's Office	The Carnegie	Damianos & Anthony, P.C.	$215,820	14%	
Robert Morris College Student Housing	Robert Morris College	JDBA Architects	$3,457,942	3%	March, 2001
Timothy Plum	Presbyterian SeniorCare	Perkins Eastman Architects	$939,091	1%	May, 2001
Grandview Apartments	Grandview Associates, LTD	RSH Architects	$1,689,212	2%	June, 2001
Carnegie Library	The Carnegie		$21,120	100%	August, 2000
Dialysis Clinic - Banksville	Dialysis Clinic, Inc.	JDBA Architects	$1,900,000	34%	December, 2000
Riverfront Place	Jenntone Development Co.	J.A. Kudravy Associates	$3,287,343	54%	November, 2000
Meyers Ridge	McKees Rocks Terrace	Perkins Eastman Architects	$4,195,236	42%	December, 2000

Mistick Co uction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Oakleaf Personal Care Home	Oakleaf Personal Care Home	J A. Kudravy Associates	$78,150	100%	August, 2000
Heinz Architectural Center Expansion	The Carnegie	Cigonani-Kalla Architects	$496,521	75%	October, 2000
Buca diBeppo	Buca, Inc.		$767,055	100%	August, 2000
New Wilmington Medical Center	George White Properties	Designing Consulting	$355,754	67%	October, 2000
Faifax Estates Phase II	Better Block Development Corp.	Lorenzi, Dodds	$919,734	3%	May, 2001
Regional Cardiology	Regional Cardiology Associates	RBS Architects	$681,595	100%	September, 2000
Dialysis Clinic - Arlington	Dialysis Clinic, Inc.	JDBA Architects	$1,140,905	100%	August, 2000
XPEDX	XPEDX, Inc.	Alan M. Dunn Associates	$787,363	100%	June, 2000
Metropolitan Veterinary Clinic	Dr. William Hough	Copiche Associates, Inc.	$1,202,090	100%	September, 2000
South Side Slopes	South Side Local Development Corporation	Integrated Architectural Services Corp.	$1,000,000	Preconstruction	
Sisters of Divine Providence Chapel Renovation	Sisters of Divine Providence	JDBA Architects	$2,300,000	5%	
St. Anne Home Phase II	St. Anne Home	Perkins Eastman Architects	$4,100,000	Preconstruction	
Pine Ridge	Pine Ridge Heights Association	Perkins Eastman Architects	$2,543,854	62%	December, 2000
Millvue Acres	Allegheny County Housing Authority	Perfido-Weiskopf	$3,000,000	73%	February, 2000

Mistick Co ,uction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Dialysis Clinic - Clarion, PA	Dialysis Clinic, Inc.	Jack Freeman & Associates	$354,000	100%	November, 1999
George White Building	G.W. Properties	Floyd Alexander	$1,200,000	100%	September, 1999
Jackson Building Renovations	Regional Industrial Development Corp. Pittsburgh Symphony Orchestra Society	Landmark Design Associates	$600,000	100%	October, 1999
Wyndham Garden Hotel	Crown Hotel Partners	Frank Dachille Architects	$5,100,000	100%	September, 1998
Dialysis Treatment Center Hermitage	Dialysis Clinic, Inc.	DBA Architects, Inc.	$1,279,000	100%	September, 1998
Wylie Avenue Rentals	Hill Community Development Corporation	Hanson Associates	$2,200,000	100%	February, 1999
Dialysis Treatment Center Oakland	Dialysis Clinic, Inc.	DBA Architects, Inc.	$1,359,807	100%	August, 1998
Main Stay Suites	Boulevard Motel Corp.	Zivic & Hurdle	$3,165,000	100%	June, 1998
Studio Plus Hotels	Studio Plus Hotels, Inc.	Thomas Roof Inc. Architects	$2,520,000	100%	May, 1998
Longwood at Oakmont	Longwood at Oakmont	Perkins Eastman Architects	$16,044,000	100%	July, 1999
Crawford Square, Ph. III	Housing Authority of the City of Pittsburgh	McCormick Baron Architects	$5,281,000	100%	May, 2000
Pittsburgh Institute of Mortuary Science	Pittsburgh Institute of Mortuary Science	Ross Bianco Architects	$180,000	100%	October, 1997

Mistick Co ction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Wylie Avenue Townhomes	Hill Community Development Corporation	Hansen Associates	$1,220,554	100%	June, 1998
Mother House Renovation	Sisters of Mercy	Perkins Eastman Architects	$10,880,164	100%	June, 1999
Residence Inn	Interstate Hotels	BSW International	$8,000,000	100%	May, 1998
Sears Product Service Center	Sears, Roebuck & Company	Adler Development	$715,000	100%	June, 1997
Children's Hospital North Satellite	Children's Hospital	Ross Bianco Architects	$6,706,800	100%	November, 1997
St. Anne Home	St. Anne Home	Perkins Eastman Architects	$3,309,826	100%	October, 1997
Dialysis Treatment Center	Dialysis Center, Inc.	DBA Architects	$1,368,000	100%	January, 1997
Oakleaf Personal Care Home	Oakleaf Real Estate	J.A Kudravy Assocaites	$1,207,000	100%	January, 1997
Manchester Supportive Housing	Manchester Supportive Housing	Ruprecht/Schroeder Hoffman Architects	$1,400,000	100%	October, 1997
McAuley Hall	Sisters of Mercy	Perkins Eastman Architects	$1,648,000	100%	July, 1996
New Birmingham	South Side Local Development	Perkins Eastman Architects	$2,980,000	100%	October, 1997
First Presbyterian Church	First Presbyterian Church	Ross, Schonder, Sterzinger, Cupcheck	$125,000	100%	June, 1996
Manor Building	564 Forbes Avenue L.P	Ross Bianco Architects	$1,175,800	100%	June, 1996
Carnegie Science Center	The Carngie	The Carnegie	$80,000	100%	July, 1996

Mistick Co .uction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Pittsburgh Marriott Hotel	Pittsburgh Marriott City Center	Hamilton Hochheiser Ross	$2,683,729	100%	September, 1996
Dementia Care Renovation	Longwood at Oakmont	Perkins Eastman Architects	$210,000	100%	August, 1996
Clark Building Facade	Baker Young Corporation	Ross Bianco Architects	$464,000	100%	October, 1996
East Liberty Supportive Housing	East Liberty Supportive Housing	RSH Architects	$1,490,394	100%	February, 1996
Redmont Villiage Condominiums	GPSCC Development Corp.	James R. Tomlinson	$4,916,576	100%	May, 1996
Redstone Highlands	Redstone Highlands	Perkins Eastman Architects	$11,623,500	100%	May, 1996
Foxway Commons, Ph I & II	Southside Local Development	Perkins Eastman Architects	$2,500,000	Phase I - 100% Phase II - 100%	Phase I - September 1995 Phase II - June, 1997
Connellsville	Connellsville Housing Authority	Altman & Altman Assoc.	$1,642,994	100%	April, 1996
Broadhead Manor	Housing Authority City of Pittsburgh	McCormick Associates	$2,735,575	100%	May, 1996
Addison Terrace	Housing Authority City of Pittsburgh	Arthur Lubetz Associates	$731,000	100%	April, 1996
Aerial Map Building	JCT, Inc	J.A. Kudravy Associates	$2,685,835	100%	February, 1995
Anderson Manor Renovations	Women's Christian Assoc. of Pittsburgh & Allegheny		$274,026	100%	February, 1995
Arlington Heights - Ph. IV	Housing Authority City of Pittsburgh	Arthur Lubetz Associates	$2,969,091	100%	February, 1995

Mistick Co uction
Construct on Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Benedictine Place	North Hills Affordable Housing	Damianos Brown Adrews, Inc	$887,876	100%	June, 1995
Burns Heights Demolition	Allegheny County Housing Authority	Gunther J. Kaier Architects	$832,370	100%	June, 1995
St. Clair Village - Ph. V	Housing Authority City of Pittsburgh	Apostolou Associates	$2,063,151	100%	June, 1995
Bedford Dwellings	Housing Authority City of Pittsburgh	L.D. Astorino & Assoc, LTD	$6,330,118	100%	September, 1994
Bedford Dwellings - Lead Abatement Firestopping	Housing Authority City of Pittsburgh	Richard Miller Associates	$472,886	100%	October, 1994
Brighton Place Project	Brighton Place Associates	Landmarks Design Assoc.	$2,766,800	100%	December, 1994
Heinz, Ph. II	Carnegie Mellon	Cicognani Kalla Architects	$2,972,063	100%	October, 1994
St. Clair Village - Ph. IV	Housing Authority City of Pittsburgh	Apostolou Associates	$1,557,000	100%	October, 1994
St. John the Baptist Cathedral and Rectory	Byzantine Catholic Metropolitan Archdiocese of Pittsburgh	KSBH Architects	$2,250,000	100%	December, 1994
Addison Terrace	Hosing Authority City of Pittsburgh	L.D. Astorino & Assoc, LTD	$1,017,000	100%	February, 1993
Arlington Heights	Housing Authority City of Pittsburgh ,	L.D. Astorino & Assoc, LTD	$1,926,825	100%	November, 1993
Heinz, Ph. I	Carnegie Mellon	Cicognani Kalla Architects	$708,384.00	100%	May, 1993

Mistick Co .uction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Holiday Inn Tower - Airport	PA Hospitality Assoc Limited Partnership	Ross Bianco Associates	$297,000	100%	November, 1993
Kade Nursing Home	Briarcliff Nursing Center Assoc.	Ruprecht Schroeder Hoffman	$764,770	100%	October, 1993
Manchester Youth Development Center	Manchester Youth Development Center	Ross Bianco Associates	$15,398,382	100%	September, 1993
Northview Heights	Housing Authority City of Pittsburgh	NJC Associates	$1,315,175	100%	May, 1993
The Riverside Project	North Side Civic Development Council	Design 3 Architects	$4,104,982	100%	August, 1993
American States Insurance Co.	American States Insurance	Michael S. Gouloff, AIA	$7,858,736	100%	May, 1992
Clemente Park River Safety Center	City of Pittsburgh	MacLachlan, Cornelius and Filoni	$2,299,211	100%	October, 1992
Crawford Village	Housing Authority City of McKeesport	R.J. Murovich Associates	$3,349,000	100%	October, 1992
Bradford Woods Elementary School	Bradford Woods School District	Hayes, Large, Suckling, Fruth and Wedge	$4,219,020	100%	May, 1992
Courtyard by Marriott	Marriott Corporation	Donohue/Hetherington	$4,635,336	100%	January, 1991
Edward Court Townhouses	South Side Local Development	L.P. Perfido Associates	$854,819	100%	October, 1991
Ellsworth Mews, Ph. IV	4700 Ellsworth Associates	Arthur Lubetz Associates	$600,000	100%	April, 1991

Mistick C uction
Construction Projects as of October 1, 2000

Project	Owner	Architect	Value	Percentage of Completion	Date of Completion
Ellsworth Mews, Ph. III	4700 Ellsworth Associates	Arthur Lubetz Associates	$1,150,000	100%	October, 1991
Micro-Management	Tom & Carol Hornyak	Ross Bianco Associates	$148,372	100%	November, 1991
Mt. Ararat Baptist Church	Mt. Ararat Baptist Church	Brennenborg Brown	$2,228,551	100%	June, 1991
Old Economy Warehouse	Department of General Services	Bureau of Engineering and Architecture	$99,918	100%	October, 1991
Shadyside Hospital	Shadyside Hospital	By Owner	$223,284	100%	October, 1991
Womanspace East	Womanspace East, Inc.	Tasso Katselas	$742,989	100%	October, 1991
Woodside Place	Presbyterian Assoc. of Aging	Perkins Geddis Eastman	$2,129,478	100%	December, 1991
Clark Candy, Ph. II	JMS Investments	Kingsland, Scott, Bauer, Havekotte	$4,848,000	100%	November, 1990
Fort Cherry Elementary School	Fort Cherry School District	Foreman Bashford Architects Engineers	$3,527,000	100%	November, 1990
General Electric Corp. Clark Candy Tenant Improvement	General Electric Corporation	Kingsland, Scott, Bauer, Havekotte	$329,000	100%	April, 1990
Lang Avenue Apartments	Homewood-Brushton Revitalization Development	John Figel	$482,562	100%	October, 1990
Lynn Swann Residence	Lynn Swann, Inc.	Taso Katselas	$911,227	100%	June, 1990

CLIENT REFERENCES

One strength of Mistick Construction is the repeat business of clients and architects. We urge you to contact any of the following references:

Collin Dunkley

Interstate Hotels Corporation
Foster Plaza X, 680 Anderson Drive
Pittsburgh, PA 15220
(412) 937-3254
Projects: Marriott City Center (Formerly Hyatt Hotel)
Marriott Residence Inn

Andy Hungerman

Colonial Williamsburg Foundation
P.O. Box 1776
Williamsburg, VA 23187
(757) 229-1000
Projects: Heinz Architectural Center
The Carnegie

Charles Pruitt

Presbyterian SeniorCare
1215 Hulton Road
Oakmont, PA 15139
(412) 826-6100
Projects: Woodside Place
Anderson Manor
Negley Commons
Page Place

Ron Barrett

Redstone Highlands
6 Garden Center Drive
Greensburg, PA 15601
(412) 832-8400
Projects: Redstone Highlands

Jack Johnston

Alton Properties
25 South 18th Street
Pittsburgh, PA 15203
(412) 431-5151
Projects: Edwards Court
Fox Way Commons
New Birmingham

ARCHITECT REFERENCES

Ross Bianco

Ross Bianco Architects
D.L. Clark Building
503 Martindale Street
Pittsburgh, PA 15212
(412) 321-8050
Projects: Holiday Inn Airport
Manchester Youth Development Center
Clark Building Facade
Manor Building
Children's Hospital North Satellite

Mike Birkes

BSW International
One West Third Street
Tulsa, OK 74103-3505
(918) 582-3464
Projects: Pittsburgh Airport Residence Inn

Steve Quick
Stefani Ledewitz
Dave Hoglund

Perkins Eastman Architects, P.C.
The Pennsylvanian
1100 Liberty Avenue
Pittsburgh, PA 15222
(412) 456-0900
Projects: Redstone Highlands
McAuley Hall
Longwood at Oakmont
New Birmingham
St. Anne Home
Sisters of Mercy Motherhouse

John Kudravy

J.A. Kudravy Associates
3109 Forbes Avenue, Suite 200
Pittsburgh, PA 15213
(412) 682-4477
Projects: Back Institute of Allegheny General
Oakleaf Personal Care Home

Pietro Cicognani

Cicognani Kalla Architects
16 East 53rd Street
New York, NY 10011
(212) 308-4811
Projects: Heinz Architectural Center

MISTICK PBT

BALANCE SHEETS
SEPTEMBER 30, 1999 AND 1998

ASSETS	1999	1998
CURRENT ASSETS:		
Cash	$ 242,391	$ 1,465,801
Short-term investments	1,645,792	1,825,241
Accounts receivable (no allowance for doubtful accounts deemed necessary):		
Amounts due on completed contracts	1,735,630	1,234,950
Earned estimates - uncompleted contracts	2,064,588	3,154,620
Retained percentages - uncompleted contracts	663,413	1,307,910
Amounts due from affiliates	537,043	494,764
Beneficiary advances	209,512	60,325
Other	409,636	299,477
Inventories	71,301	111,900
Costs and estimated earnings in excess of billings on uncompleted contracts	2,037,324	1,824,092
Total current assets	9,616,630	11,779,080
NONCURRENT AMOUNTS DUE FROM AFFILIATES	1,114,623	796,526
CONTRACT DEVELOPMENT COSTS	264,298	33,468
PROPERTY HELD FOR DEVELOPMENT	114,203	112,541
PROPERTY, PLANT AND EQUIPMENT - Net	1,053,172	952,571
	$ 12,162,926	$ 13,674,186

LIABILITIES AND BENEFICIARIES' EQUITY	1999	1998
CURRENT LIABILITIES:		
Notes payable - banks	$ 4,150,000	$ 1,625,000
Accounts payable:		
Trade	3,009,329	5,323,621
Affiliates	350,606	189,386
Accrued payroll and other expenses	212,336	571,335
Accrued distributions	-	95,411
Billings in excess of costs and estimated earnings on uncompleted contracts	566,855	819,599
Long-term debt - current portion	149,340	171,380
Total current liabilities	8,438,466	8,795,732
LONG-TERM DEBT:		
Chattel mortgages on equipment	264,872	307,855
Less current maturities	(149,340)	(171,380)
	115,532	136,475
BENEFICIARIES' EQUITY	3,608,928	4,741,979
	$ 12,162,926	$ 13,674,186

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Charles Pruitt

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MISTICK PBT

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LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
1735 MARKET STREET, 51ST FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7599
215-665-8500
FAX: 215-864-8999
LAWYERS@BALLARDSPAHR.COM

BALTIMORE, MD
CAMDEN, NJ
DENVER, CO
SALT LAKE CITY, UT
WASHINGTON, DC

STEVEN P. BERMAN
DIRECT DIAL: 215-864-8315
BERMAN@BALLARDSPAHR.COM

February 2, 2000

Mr. Ralph A. Falbo
Ralph A. Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

Re: Groveton Village

Dear Ralph:

This letter will confirm the interest of Ballard Spahr Andrews & Ingersoll, LLP in working with Groveton Village Housing Partnership, L.P. in the development of an affordable housing development to be known as Groveton Village in Robinson Township, Pennsylvania. We will be in a position to assist you in all aspects of the transaction, including: (i) the structuring of the transaction; (ii) real estate related aspects including title and approvals; (iii) low income housing tax credit issues; (iv) syndication of low income housing tax credits; (v) structuring and closing on both conventional and soft financing; and (vi) other government regulatory issues.

As you know, we have been involved in a significant number of affordable housing transactions in Pennsylvania. A list of representative developments, including some with which you have been involved, is attached to this letter.

We appreciate the opportunity to work with you on this development.

Sincerely,

Steven P. Berman

SPB:ks
Enclosure

BALLARD SPAHR ANDREWS & INGERSOLL

REPRESENTATIVE PROJECTS

1100 Green Street Apartments . . . . . Philadelphia, Pennsylvania
Academy Street Scattered Site . . . . . Trenton, New Jersey
All American Gardens . . . . . Camden, New Jersey
Allen Lane Apartments . . . . . Camden, New Jersey
Allison Hill . . . . . Harrisburg, Pennsylvania
Artisan Street Apartments . . . . . Trenton, New Jersey
The Brentwood . . . . . Philadelphia, Pennsylvania
Brantwood II . . . . . Philadelphia, Pennsylvania
Church Lane Court . . . . . Philadelphia, Pennsylvania
Cloisters I and II . . . . . Philadelphia, Pennsylvania
Columbia Hotel . . . . . Coplay, Pennsylvania
Diamond Phase I . . . . . Philadelphia, Pennsylvania
Diamond Street Apartments . . . . . Philadelphia, Pennsylvania
Diamond Renaissance . . . . . Philadelphia, Pennsylvania
Dunlap School Apartments . . . . . Philadelphia, Pennsylvania
East King Street Apartments . . . . . Lancaster, Pennsylvania
Edgewater Senior Housing . . . . . Edgewater, New Jersey
Elizabethport HOPE VI . . . . . Elizabeth, New Jersey
Galen Terrace . . . . . Washington, D.C.
Gettysburg Scattered Site Project . . . . . Gettysburg, Pennsylvania
Governor Hotel Apartments . . . . . Harrisburg, Pennsylvania
Hamburg Apartments . . . . . Hamburg, Pennsylvania
Hamilton Manor . . . . . East Stroudsburg, Pennsylvania
Harbor House Apartments . . . . . Little Egg Harbor, New Jersey

High Point Manor	Borough of Frackville, Schuylkill County, Pennsylvania
High Street Manor	Philadelphia, Pennsylvania
Hotel Jermyn	Scranton, Pennsylvania
Hope's Crossing Apartments	Toms River, New Jersey
Jackson Parkway	Holyoke, Massachusetts
Lackawanna Junior College	Scranton, Pennsylvania
Lamokin Senior Village	Chester, Pennsylvania
Landreth Apartments	Philadelphia, Pennsylvania
Langston Lane	Washington, D.C.
Liberty House	Phoenixville, Pennsylvania
Lincoln Renaissance	Reading, Pennsylvania
Livingston Manor Apartments	New Brunswick, New Jersey
Mansion Court	Philadelphia, Pennsylvania
Manchester Hope VI - Phases I and II	Pittsburgh, Pennsylvania
Marietta Mills	Marietta, Ohio
Marlton Residences	Philadelphia, Pennsylvania
McFarland Press	Harrisburg, Pennsylvania
MLK Affordable Housing	Philadelphia, Pennsylvania
Mt. Rock Commons	Lewistown, Pennsylvania
Neighborhood Restorations Scattered Site Project V, VI, VII	Philadelphia, Pennsylvania
Nissley Chocolate Factory Apartments	Mount Joy, Pennsylvania
Park Meadows Apartments	New Richmond, Wisconsin
Parkesburg School Apartments	Parkesburg, Pennsylvania
Parkside Apartments	Philadelphia, Pennsylvania
Parkway Apartments I and II	Homer City, Pennsylvania
Park View Terrace	Borough of Liverpool, Perry County, Pennsylvania
Pellettieri Homes	Trenton, New Jersey
People's Emergency Center - Spring Garden Homeless Housing	Philadelphia, Pennsylvania
Pheasant Run Apartments	Harleysville, Pennsylvania
Providence Square	New Brunswick, New Jersey

Queen Street Courtyard	Lancaster, Pennsylvania
Racquet Club Apartments	Indiana, Pennsylvania
Rainbow Apartments	Urbana, Illinois
Regent Terrace	Philadelphia, Pennsylvania
Riverfront Apartments	South Sioux City, Nebraska
Rock Ledge	Lock Haven, Clinton County, Pennsylvania
Royal Homes	Erie, Pennsylvania
River Street School	Red Bank, New Jersey
Riverview Terrace	Pittsburgh, Pennsylvania
Saltzburg Apartments	Saltzburg, Pennsylvania
Sartain School Apartments	Philadelphia, Pennsylvania
Saw Creek Commons	Troy, Pennsylvania
Sherwood North Apartments	Seattle, Washington
Spring Hill Manor	Borough of Frackville, Schuylkill County, Pennsylvania
St. Michaels Monastery	Union City, New Jersey
St. Thomas HOPE VI	New Orleans, Louisiana
Tabor Community Center	Lancaster, Pennsylvania
Tasker Village	Philadelphia, Pennsylvania
Taunton Run	Berlin, New Jersey
The Oxford	Oxford, Pennsylvania
University City Housing Scattered Site Project	Philadelphia, Pennsylvania
Valley View Terrace	Borough of Halifax, Dauphin County, Pennsylvania
Wheeler Terrace Apartments	Washington, D.C.
White's Run Commons	Indiana, Pennsylvania
Williamsport Manor Apartments	Williamsport, Pennsylvania
Willow Court	Mount Carmel, Pennsylvania
Winding Ridge Apartments	Neptune, New Jersey
Woodlayne Court	Middletown, Pennsylvania

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Woman's Business Enterprise/Minority Business Enterprise

Lami | Grubb
ARCHITECTS

100 East Swissvale Ave
Pittsburgh, PA 15218
Phone: 412.243.3430
Fax: 412.371.1586

December 13, 2000

Mr. Mark Dambly
General Partner
Groveton Housing Partnership, LP
c/o Pennrose Properties, Inc.
100 Wood Street
Pittsburgh, PA 15222

Re: Groveton Village

Dear Mark.

Please consider this letter as our intent to participate as supervising architects for Groveton Village, and to enter into a contract for these services. The amount of the contract will be $81,046 or per PHFA guidelines should the budget change.

Agreed to:

Suzan M. Lami
Lami Grubb Architects

Mark H. Dambly
General Partner

ALLEGHENY COUNTY MBE/WBE/DBE CERTIFICATION PROGRAM
515 Court Place, Pittsburgh, PA 15219
(412) 255-6411/6412 FAX (412) 255-6060

DETERMINATION OF CERTIFICATION

November 23, 1999

LAMI GRUBB ARCHITECTS
100 EAST SWISSVALE AVENUE
PITTSBURGH, PA 15218

Re: CONTACT PERSON: Suszan M. Lami Architect/Owner PHONE: 412-243-3430
Certification I.D. 099-1646-W

Upon a careful review of the information contained in the application for certification submitted to the County of Allegheny by your firm, the Allegheny County MBE/WBE Certification consultant has determined that your business firm complies with the local requirements to be certified as a Disadvantaged Business Enterprise/Woman-Owned Business Enterprise. The certification entitles your firm to participate in the Allegheny County Minority Business/Woman-owned Business Program as a ARCHITECT and expires 11/21/2002. Your Certification Anniversary Date is 11/21/2000.

Your firm is certified to perform the following type of work:

Architectural Services

SIC CODE(S): 8712

As a condition of continued certification, you must notify the Allegheny County MBE/WBE/DBE Certification Program, at 515 Court Place, Pittsburgh, Pennsylvania 15219 in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of 49 CFR 26 or any material change in the information provided in your application form within thirty (30) days of the change. This Notice must be in the form of a Notarized Affidavit and you must attach supporting documentation describing in detail the nature of such changes If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c)

Also, every year, on the anniversary of the date of your certification, you must submit an affidavit to the Certification Program affirming that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of 49 CFR 26 or any material change in the information provided in your application form, except for those about which you have already notified the Program. The affidavit must affirm that the firm continues to meet SBA business size criteria and the overall gross receipts cap, 49 CFR 26, and you must document this Affirmation.

Very truly yours,

Carl H. Brown, Jr.
Certification Consultant

cc: Louis Kendrick, Director MBE/WBE Department
Kent George, Director Aviation
File

Commonwealth of Pennsylvania

DEPARTMENT OF GENERAL SERVICES

Be it hereby known that

Lami Grubb Architects
A
Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled
in accordance with the criteria established
by Executive Order No. 1996-8 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 12/31/1999

EXPIRATION DATE: 12/31/2001

Director
Bureau of Contract Administration
and Business Development

02/09/00
Date

B. Jarold & Co.
Interior Design
226 Bronx Avenue
Pittsburgh, PA 15229-2707
412-931-0905
fax 412-931-8325
email: bjarold@bellatlantic.net

2/15/2000

Pennrose Properties, Inc.
One Liberty Place
Suite 3810
Philadelphia, PA 19103-7332
Attention: Mr. Mark H. Dambly

RE: SCOPE OF SERVICES
Interior Design
Groveton Village

Dear Mr. Dambly,

I am pleased to submit my scope of services for the above referenced project.

1. Selection of interior finishes including, carpet, carpet base, vinyl sheet goods, vinyl base, vct tile, kitchen cabinet, cultured marble tops, ceramic bath tub surround, latex paint and vinyl wall covering.
2. Selection of light fixtures.
3. Coordination of contractors and vendors as they relate to items stated above.
4. Attend approximately 4 job meetings regarding the above.
5. Selection and procurement coordination of furniture for community center.

The fee to provide the services as outlined above will be a lump sum of $9,600.00. Reimbursables, such as mileage, long-distance telephone, copying, supplies, etc., will be billed in addition to the fee. Your signature on a copy of this letter, and a 50% deposit, will indicate your acceptance of my proposal, and will be my notice to proceed.

Mr. Dambly, I am delighted to have been given this opportunity to work with you on this project.

Very truly yours,

Becky L. Jarold
Interior Designer

To: Mark Damiby / Bernadette Brandle 215-979-1101

Project: Groveton Acres
Date: 12/1/00

Designer:

B.Jarold & Co.
226 Bronx Avenue
Pittsburgh, PA 15229
412-931-0905

FURNITURE ESTIMATE

Location	Quantity	Manufacturer	Description/Material/Color	Unit	sub total	Comments
Community Room	8		Tables	$ 550.00	$ 4,400.00	
	32		chairs	$ 75.00	$ 2,400.00	
	1		TV built in cabinet	$ 1,500.00	$ 1,500.00	
	4		bookcases	$ 600.00	$ 2,400.00	
	1		Storage Cabinet	$ 650.00	$ 650.00	
	2		Lounge Chairs	$ 600.00	$ 1,200.00	
			Window Treatment	$ 1,200.00	$ 1,200.00	
	1		Game table	$ 400.00	$ 400.00	
Office Area						
	3		Desk Chairs	$ 250.00	$ 750.00	
	6		Guest chairs	$ 200.00	$ 1,200.00	
	1		Conference Table	$ 600.00	$ 600.00	
	4		Chairs	$ 225.00	$ 900.00	
	2		Desks	$ 1,350.00	$ 2,700.00	
	2		Files	$ 650.00	$ 1,300.00	
			Plants/ Art work	$ 2,000.00	$ 2,000.00	
Equipment						
	1		Computer set up	$ 2,500.00	$ 2,500.00	
	1		Copier	$ 2,400.00	$ 2,400.00	
	1		Fax Machine	$ 450.00	$ 450.00	
	1		Television	$ 750.00	$ 750.00	
	1		VCR	$ 300.00	$ 300.00	

Total
$ 30,000.00

Dec 14 00 04:31p bjarold 9318425 p.1

Local Tax Exempt Participation

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH, PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

BOARD MEMBERS
DEBORAH BOOKER
CHAIRPERSON
SISTER M. COLEMAN CONROY
EVELYN BENZO
THOMAS S. NETZER
MIKA DUNCAN

EXECUTIVE DIRECTOR
FRANK AGGAZIO

EXECUTIVE:FA:aew
February 11, 2000

Mr. Ralph A. Falbo, Inc.
Co-General Partner
Groveton Housing Partnership
100 Wood Street Building
Pittsburgh, PA 15222

RE: Groveton Village

Dear Mr. Falbo:

Please consider this letter as verification of our intention to participate in Groveton Village throughout the compliance period. It is our intention to participate as Co-General Partner via an affiliate organization, Ohio Valley Housing-GP, Inc. It is also our intention to continue to manage Groveton Village and to continue to provide supportive services to the residents throughout the compliance period.

Sincerely,

Frank Aggazio
Executive Director

Agreed To By:

Co-General Partner

AN EQUAL OPPORTUNITY EMPLOYER

Support for Families in Transition

Overview

The Allegheny County Housing Authority will coordinate and provide services, will establish systems and procedures aimed at facilitating on-site program orientation and pre-employment services, refer participants into job training, employment and transitional assistance service programs, and work with the Groveton Village Resident Council to provide follow-up mentoring and coaching support

One of the organizations with whom ACHA has worked in the past to coordinate and evaluate such services is Management and Environmental Technologies, Inc. (MET) As needed, ACHA will work with MET to provide program support for the Program for lower income residents affected by changes in public assistance. MET, Inc., a full service management and community self-sufficiency firm will be the lead organization responsible for planning, developing and coordination of the Program.

The redeveloped Groveton Village will include a new community building consisting of an adjacent old school site which will be leased and added onto in order to accommodate Groveton Village on-site management and maintenance needs, and the Program Program services provided in the community building will include orientation, pre-employment counseling, referral and follow-up Off-site referral and local service providers will respond to needs assessment findings which consist of education, job training, childcare, transportation, driver education, job placement and other transitional assistance. Most participants will be referred to our local service provider network, which is further detailed within this Program.

Groveton Service Provider Experience

The Allegheny County Housing Authority will assume full responsibility for the Program at Groveton Village during the life of the development. As appropriate, it will utilize assistance from experienced organizations such as MET, Inc , and other service providers. See Exhibit 23, Social Services Provider Questionnaire, for more specific information on the Allegheny County Housing Authority's experience in providing social services.

Provider Experience (MET): Management and Environmental Technologies, Inc (MET) is an experienced Pennsylvania incorporated minority and woman owned/operated firm with Pennsylvania Socially and Economically Restricted Business (SERB) Certification and U.S. Small Business Administration 8(A) Certification. Corporate Headquarters are located in Philadelphia, PA and its second company site is in downtown Pittsburgh, PA. Professionally, each MET Senior Officer has provided economic development services to AFDC/TANF and other lower income and special needs populations for over 20 years. Service areas include educational instruction, computer based learning, skills training, job placement, service coordination and case management. Community

self-sufficiency, workforce development consulting, and program development assignments include assistance on U.S. Housing and Urban Development Hope VI projects in Allegheny County at McKees Rocks Terrace and in Philadelphia County at the Richard Allen Homes and Schylkill Falls public housing sites.

As professional service providers, MET's senior officers have over 50 collective years of workforce and economic development experience. MET continues to work with job training, transition to work programs, private sector job placement, PA Department of Public Welfare approved work experience sites, community based organizations, small businesses, and micro-enterprise development targeted to the welfare-to-work population.

MET has established strong and reliable job training and transition to work public/private sector networks in Allegheny County. Important relationships include welfare to work consultant contracts with the Allegheny County Housing Authority, and as Managing Partner for the Community Leadership Development Institute (CLDI). MET also provides technical assistance to numerous public housing resident council associations in Burns Heights, Desquesne PA, Hawkins Village in Rankin, PA, and Millview Acres in Clairton, PA. MET's collaborating partner, the Community Leadership Development Institute, is a non profit community development corporation, largely made up of public housing resident council presidents, supported by local public/private sector professionals and business owners. CLDI services are targeted to leadership, organizational capacity building, and self-sufficiency training for Allegheny County public housing residents and organizations.

MET and CLDI have formed linkages and working partnerships with Allegheny County agencies and local service providers. The MET/CLDI collaborate has entered into service delivery working agreements with over ten (10) local Allegheny County service providers as confirmed in the attached Linkage/Collaborative Matrix and letters of working agreements. The CLDI/MET collaborative was recently awarded a grant of $570,000 for self-sufficiency training and leadership development services to targeted Allegheny County public housing residents. Unrestricted resources will be made available to the Program.

In addition to serving in senior administrative positions in public and private institutions, MET's officers have facilitated, convened, and sustained collaborative and advocacy relationships. As reflected herein, the Allegheny County Housing Authority funds and in-kind resources amounts to over $100,000 to the MET/CLDI Partnership Institute. Using unrestricted funds, the Institute will support Groveton Village by assisting in case management, information sharing, training and work survival skills, motivational development and referral services. Education reference materials, job specific literature and employment related resources will also be shared and available to the Program.

The Allegheny County Housing Authority, Department of Health and Human Services of Allegheny County, United Way of Western Pennsylvania, YWCA, Three Rivers Employment Services,

Goodwill Industries, Allegheny County Community College, and other local education and training service providers have established linkage agreements with the Allegheny County Housing Authority and/or CLDI/MET. The goal is to ensure effective services for TANF, and other lower income public housing residents, as reflected in the attached Linkage/Collaborative Agreement Matrix and supporting letters of agreement.

The Allegheny County Housing Authority will utilize MET, Inc as needed to establish and maintain collaborative relationships utilizing ACHA grants programs and in-kind resources to deliver program coordination, job training and employment opportunities for TANF welfare-to-work public housing residents over the life of the Groveton Village development.

Provider Experience (ACHA) is an affiliate agency of the Ohio Valley Housing-GP, Inc , one of the general partners to the Groveton Village development. The ACHA has focused its concern with resident empowerment, self-sufficiency, resident accountability and responsibility. The ACHA recognizes that the problems of public housing can only be solved with the active involvement and commitment of the residents. The following is a list of resident and community services that the ACHA currently participates in and/or funds. Collectively, these programs should verify the ACHA experience and ability to initiate, plan, fund, and support self-sufficiency initiatives that will benefit the Groveton Village JTTWP.

Community Leadership Development Institute/Management and Environmental Technologies – The Partnership Institute Program is targeted to public housing residents. The MET/CLDI Partnership Institute Program will have a development and training presence in three Allegheny County locations. 1) Hawkins Village, Rankin, PA 2) Hays Manor in McKees Rocks, and in the Old Alcoa Building in downtown Pittsburgh. The Institute was funded in August, 1999. Resident training and development activities include leadership, organizational, economic development, business, and self-sufficiency skills. Unrestricted in-kind resources will be shared with the Groveton Village Program.

Welfare to Work Advisory Committee – The ACHA has established a program with the Allegheny County Department of Human Services (ACDHS), the Allegheny Intermediate Unit, the United Way, and the Allegheny County Board of Assistance (ACBA) to reach out to welfare recipients who have not been successful in transitioning from welfare-to-work.

Resident Hiring – The ACHA is proactive in recruitment of residents for job openings. A Resident Training and Employment Coordinator assists the ACHA resident trainees with placement in a permanent position if the ACHA position is not permanent.

Transportation – The Transportation Consortium consists of the following agencies, organizations, and individuals: Housing, Human Service, Education, Transit Field, job developers and business owners. The Consortium works on developing and implementing solutions to transportation problems that are barriers to seeking or obtaining jobs

Early Childhood Initiative (ECI) – The ACHA has entered into partnerships with daycare providers and several community resident organizations to provide community daycare facilities. Four centers have been funded by ECI and are operational. Residents work in the center and are being trained and certified in early childhood care.

Knowledge Connection Centers – The ACHA has opened six Knowledge Centers at public housing sites. The centers provide after school programs, tutoring and computer literacy skills, internet access and resume preparation assistance.

VISTA Americorps Program The ACHA currently oversees an Americorps program that includes four residents who are VISTA volunteers. The volunteers provide community growth and empowerment services, and assist in the development and administration of the Knowledge Centers. Each VISTA volunteer receives the opportunity to attend the Dale Carnegie Course.

On-site Health Care Facilities – The ACHA currently has University of Pittsburgh Medical Center – Braddock health clinics at nine sites. The clinics provide assistance to residents in using medication, preventive care, and nutritional care. The family site clinics also provide pediatric services and parental health information.

Drug Elimination Program (DEP) – The ACHA currently funds DEP activities at three communities. The initiatives include improving security measures, and support of existing programs for youth and school age children.

Resident Owned Businesses – There are two resident owned businesses in operations. Ten McKees Rocks Terrace Residents have created a resident owned construction company through a partnership with a minority contractor. This business (Unified Builders) has already received several rehabilitation contracts through the ACHA. Unified Builders was created to take advantage of the new construction opportunities that are expected to be available as a result of the McKees Rocks Terrace Hope VI project.

The Sheldon Park/Park Apartments Resident Council operates a resident owned landscaping business that has been in operation for three years. The business employs approximately five residents and provides landscaping and snow removal services at Sheldon Park. This business was a result of the training provided to the resident council from funding through a Tenant Opportunities Program grant. This is a success story the ACHA would like to replicate at other ACHA sites.

Summer Fund Program/Year Round Program – This program is a partnership among the Pittsburgh Foundation, the ACHA, the Housing Authority of the City of Pittsburgh, ACDH, and the United Way. The program provides funding to resident councils to create, implement, govern, and operate programs that enhance the safety of children who live in ACHA communities. Programs include summer day camp or after school programs which emphasize tutoring, creative play, and learning skills. They include a cultural component. The supportive services programs are important family

stabilizers for parents who are either in training or employment.

Tenant Opportunities Program (TOP) Two ACHA sites have received TOP grants. The grants have been used to start a resident business, create after school programs, enhance the organizational skills of the resident leaders, and to create resident programs. The ACHA is working with all of the resident leaders in order to ensure that they receive the appropriate training and assistance to submit TOP applications.

Economic Development Self-Sufficiency Grant (EDSS) – The ACHA received a $300,000 EDSS grant to implement Self-Sufficiency programs in the McKees Rocks Terrace community (Hope VI Site).

Home Ownership – The ACHA received $300,000 from the Pennsylvania Department of Community and Economic Development to create and implement a single-family homeownership program.

Head Start Programs -- ACHA operates Headstart programs in three communities

Multiple resource sharing partners, program coordination, referral and follow-up will effectively link participating residents into meaningful job training and transitional assistance services in a comprehensive and cost-effective manner.

Groveton Village Needs Assessment Summary

The Groveton Village needs assessment was initiated in 1999. The assessment identified approximately 25 percent of Head of Household as active TANF/Transition-to-work residents. Of the twenty (20) TANF/Transition to Work residents, their status and/or obstacle to training and employment are as follows:

- Five (5) residents are participating in employment preparation activities,
- Four (4) residents have transportation needs
- Seven (7) residents stated a need for social services
- Six (6) residents require additional education and job training
- One (1) resident is enrolled in job training
- One (1) resident is enrolled in educational activities
- One (1) resident has completed job training activities
- Four (4) residents are completing business development skills
- Thirteen (13) residents report concerns pertaining to health care, sufficient education and health screening services.

The above is a summary report based on a needs assessment conducted with Groveton Village heads

of households. Since further needs assessments will include identification of other than head of household family members, and research studies document exceedingly high employment turnover among individuals transiting from welfare to work, we anticipate an increased demand for transitional assistance services which the Program will facilitate.

Program Goals

An important Program goal is to orient residents on training and work expectations and to coordinate referrals and relationship between residents and local service providers. As a result, the Program will provide supportive and referral services in support of this goal. These services will include but not be limited to counseling, coordination, referral, and follow-up services for low-income residents and their families. The major goal is to assist residents in gaining access to self-sufficiency training/employment, stabilizing their participation in education, training, employment and career mobility services so that they will eventually be able to successfully move both off Welfare and into affordable non subsidized housing.

Services to be Offered

The primary focus of the Program will be to provide services that will enable residents to prepare for, achieve, and retain employment. Program coordination, employment preparedness counseling, referral and follow-up will be the core services offered. Working closely with local service providers, the Program will concentrate on removing barriers to employment, job retention, wage increases/fringe benefits, and career mobility. The MET/CLDI collaborative and ACHA both have established linkages with government agencies and local community service providers that confirm the availability of quality job training and transition to work services. The attached matrix describes committed working relationships in areas consisting of education, skills & technology training, business development, job placement, transportation, driver education, and childcare services.

An internal program evaluation plan will be implemented to ensure that program and client goals are adhered to effectively. Quarterly program assessments will include feedback from participants, providers of service, and funding/resource benefactors. Evaluation instruments will include surveys, focus groups, random interviews and a suggestion box for anonymous input

Referrals will be made to job training and transitional assistance programs, especially those which the MET/CLDI collaborative have established relationships as shown in the attached matrix and letters of agreement. As needed and under the supervision of ACHA, MET will assist in providing core services of program coordination, referral and follow-up.

Expected outcomes include increases in wages and fringe benefits, upward career mobility, improved job retention, and increased employment.

Need for Program

Sixty-six (66) or ninety-three (96%) of the units at Groveton Village will be occupied by public housing tenants, in most cases the current residents of Groveton Village. According to the Allegheny County Housing Authority, approximately 25 percent of Groveton resident households receive public assistance. Moreover, Welfare-to-Work reports reflect data that shows welfare-to-work job turnover rate of approximately 40 percent within the first six months of employment. We can therefore assume program service demands will triple in that the 25 percent of TANF Heads of Household surveyed will increase based on a) additional family needs assessment findings b) and revolving reemployment service patterns (surface in recent report). Consequently, patterns show a revolving need for creative assistance to sustain training and job retention. Attention to such success benchmarks will require stronger and more concentrated attention on increased participant sustainability strategies by the Program over the life of the Groveton Village development.

Criteria to Determine Resident Eligibility to Participate

Following is a list of required eligibility criteria for Program participation:

- Participants must be referred from the County Board of Assistance or the Department of Human Services
- All Participants must be drug free
- Participants must adhere to appropriate dress attire, punctuality and attendance rules and regulations
- Priority will be given to TANF Job Training Transition to Work candidates and public housing residents receiving public assistance
- Unemployed, underemployed, temporarily employed, and seasonally employed residents will be given priority
- Residents must agree to participate in job training and employment preparation and in the establishment of an individualized development plan, which will be developed by the resident and the program staff.

Methods to Encourage Resident Participation

ACHA, MET and the Groveton Village Resident Council have agreed to jointly work together to enhance resident participation, self-esteem, and enthusiasm for successful Program outcomes. The Groveton Village Resident Council will engage in on-site resident self-sufficiency information sharing, peer-to-peer mentoring and problem solving.

Over the course of the development, residents will be encouraged to participate in the Program through a variety of mechanisms:

- The Groveton Village Program coordinator and Property Manager will both maintain suggestion boxes for job training and employment to offer input from resident and other community stakeholders within the development. All new residents will be made aware of the Program during the resident orientation sessions. Constructive input from the resident suggestion boxes will be used to update management on issues , respond to resident concerns, and to share with other residents, new and upcoming job and training opportunities.

- Information on the Program will be posted in the Groveton Village community building, management office, and with the Resident Council. Information will be solicited from Program participants on new program offerings, special program features, and positive program outcomes.

Process for Implementing and Coordination of Services

ACHA will collect and disseminate pertinent information to residents, the County Assistance Offices and Department of Health and Human Services. The exchange of information will include but not be limited to TANF rules, regulations, opportunities and protocols.

ACHA will coordinate its activities with the Allegheny County Board of Assistance and Health and Human Services case managers.

The ACHA coordinator and County designees will interact and communicate regularly to keep abreast of administrative changes, resident progress, Agreement of Mutual Responsibilities benchmarks, unanticipated obstacles, corrective action and new opportunities.

ACHA will confer with The MET/CLDI Community self-sufficiency collaborative and its linkage partners that have signed mutual agreements of understanding. These attached agreement and letters of intent from local service providers, will serve to establish reliable communications, well throughout protocols and an advocacy relationship on behalf of program participants.
The ACHA, per the attached, has signed working agreements with the Department of Public Welfare, Allegheny County Department of Human Services and the Port Authority Transit. Such agreements confirm mutual goals and objectives, and provide assurance to participants that the holistic nature of services and accountability is consistent.

Specific coordination of service agreements include the Community College of Allegheny County, Goodwill Training and Employment Services, Three Rivers Employment Services, Inc., YWCA, Educational Data System, Inc., African American Chamber of Commerce, Focus on Renewal, Inc. and the Women Enterprise Center. In addition, listed herein are numerous private sector employers whom have agreed to participate in various aspects of our overall advocacy efforts, in addition to

hiring qualified residents, as job openings become available.

As reflected in the Linkage Matrix and supporting agreements, specific services to be delivered by local community service providers are basic adult education, Pre-GED, GED, and high school diploma, childcare, vocational/technology training, driver education, entrepreneurial development, job development/placement, re-employment, health, medical, family counseling/social services, personal/professional mentoring, and job/career counseling.

Transportation service coordination will take advantage of the ACHA working relationships with the Port Authority Transit (PAT) which includes improving bus service for Groveton Village residents. As a result, PAT provides mini-bus service which links Groveton Village to Robinson Town Center, the Pittsburgh Airport and employment centers in the western corridor of Allegheny County.

Frequency and Location of Services

Residents will access services through the Social Service Program Coordinator. The Coordinator will provide bi-weekly on-site pre-scheduled services that will include orientation, counseling, and referral assistance. Off-site services will primarily consist of educational instruction, skills training, technology enhancement, childcare, and transportation. Service providers will determine the frequency of services based on specific program goals, objectives, and participants' availability. The Groveton Village development will include a new community building that will be used to provide self-sufficiency and wrap-around social services.

A list of job training, transitional assistance and overall social service providers is attached as an appendix. While many services are provided off-site, some providers may be able to bring services on-site to the Groveton Village community building.

In-Home Training and Social Services Opportunities

The Community College of Allegheny County and the Three Rivers Employment Program offer Distance Learning Education that enables students to study from home or their workplace.

Sources of Funds

The cost for the Program will be funded through a variety of sources. Additional funds required to coordinate activities through the life of the program will be the responsibility of ACHA. Resources will be used for ongoing coordination/case management, on-site assessment counseling, referral and follow-up. Additional fund development may include grantsmanship activities facilitated by the ACHA, which has been successful in attracting self-sufficiency resources.

Marketing Plan

See enclosed sections on marketing from the Groveton Village Management Plan.

Commitment of Property Manager to Work With Residents

The Allegheny County Housing Authority (ACHA) is both the Property Manager and the provider of self sufficiency services at Groveton Village. As such, it is committed to working with the residents on their self sufficiency goals. See the enclosed letter of intent providing evidence of ACHA's commitment.

Letter of Intent
Between
Falbo - Pennrose
and
Allegheny County Housing Authority

October 27, 2000

Mr. Frank Aggazio
Allegheny County Housing Authority
341 Fourth Avenue
Pittsburgh, PA 15222

RE: **Groveton Village**
Robinson Township, PA

Dear Mr. Aggazio:

The following represents an understanding of the relationship to be formed between Falbo-Pennrose referred herein as "FP", and the Allegheny County Housing Authority referred to herein as "ACHA", in relation to Groveton Village (the "Project"), which includes the acquisition, construction, and development of 69 multifamily housing units at the above-referenced site as more fully described below.

1. **The Project**

(a) General Description. The Project will consist of the following activities:

(i.) the demolition of 100 existing public housing units and new construction of 69 units and community building in the Project;

(ii.) the provision of supportive and community services as required by any grant agreements or other agreements with regulatory agencies governing the Project.

2. **Development of the Project**

(a) General Structure. The parties hereby agree to work together to form a limited partnership which shall perform any and all functions necessary to complete the various aspects of the Project, and in which Ohio Valley Housing – GP, Inc., an affiliate of ACHA will be a general partner.

The parties propose to develop the Project as follows:

(i.) The Project will involve the demolition of 100 housing units and new construction of 69 rental housing units.

(ii.) Financing will include the following funds: (i) Allegheny County Housing Authority comprehensive grant program funds; and (ii) limited partner equity

(iii.) Developer Fee:
It is hereby agreed that the developer benefits will be divided and released between the parties after repayment of any costs associated with the Project (representing actual out-of-pocket expenses and Partner overhead or the value of Partner services) as follows:

FP	75%
Ohio Valley Housing – GP, Inc.	25%

(iv.) The developer's fee is subject to approval by all lenders and would be reduced proportionally if project expenses require such an adjustment during development.

3. **Responsibilities of the Parties**

(a) Responsibilities of General Partner (GP)

(i.) GP will be responsible for the coordination of design and construction activities and the day-to-day operations of the units.

(ii.) GP will gain site control over the Project Site.

(iii.) GP will retain an architect and engineering team to evaluate the Project Site, attempt to obtain any necessary zoning, development and subdivision approvals and produce final drawings and specifications for the Project, and PE will contract for construction and all other soft costs.

(iv.) GP will develop preliminary and final construction and project budgets.

(v.) GP will secure all funding required to complete the Project and to ensure compliance with the funding guidelines including, but not limited to, construction, architectural and engineering costs.

(vi.) Allegheny County Housing Authority will manage the Project

upon completion.

(b) Responsibilities of ACHA

(i.) Consult with the General Partners with respect to the development of the project.

(ii.) Provide residents with support services for the benefit of the residents and the project.

(iii.) ACHA will be responsible for developing a supportive services plan which meets the requirements of all lenders for the time of the compliance period and is consistent with the mission and principles of ACHA.

(c) Participation by ACHA

(i.) ACHA will have the right to approve in advance any supportive and community services expected of it in the project.

(ii.) ACHA will have the right to be informed of and approve any actions or representations involved with the project in which its name or participation is communicated to third parties.

Please review the above terms and contact Ralph Falbo at (412) 355-0300 with any questions or comments you may have. If you agree with the above, please sign one copy of this letter and return it to:

Ralph A. Falbo
Ralph A. Falbo, Inc.
100 Wood Street
Pittsburgh, PA 15222

After all of the parties have executed this Letter of Intent, the General Partners will draft the required documents and submit them for your review and approval.

We look forward to a mutually profitable and successful venture.

General Partners

Ralph A. Falbo, Inc., co-general partner

By _____
Ralph A. Falbo, President

Pennrose Equities, co-general partner

By _____
Richard Barnhart, President, RKB, Inc.

Halliday Properties, co-general partner

By _____
Mark Dambly, President

Ohio Valley Housing – GP, Inc., co-general partner

By _____
Frank Aggazio, President

Allegheny County Housing Authority

By _____
Frank Aggazio, Executive Director

WE AGREE TO THE FOREGOING THIS 13th DAY OF December, 2000.

Historical and Statutory Notes

The 1947 amendment added the proviso and the sentences following.

The 1949 amendment substituted references to the State Planning Board for references to the State Board of Housing.

Under Reorganization Plan No. 2 of 1966, certain functions of the State Planning Board, transferred to the Department of Commerce by Reorganization Plan No. 1 of 1955, including those created by this section are transferred from the Department of Commerce to the Department of Community Affairs and shall be administered by the Secretary of the Department of Community Affairs. See 71 P.S. § 751-10(1)(a).

The 1967 amendment at the end of this section substituted "file with the Department of Community affairs * * included in the project" for "shall present to the State Planning Board the said application and supporting data. The application and data shall be presented by the State Planning Board within twenty (20) days from the receipt thereof to the Federal agency in question with the recommendations of the State Planning Board. Should the State Planning Board fail, within the said twenty (20) day period, to forward said application and document to the Federal Government, or its appropriate agency, the Authority shall be permitted to present its application to the Federal Government, or its agency. During the pendency of an application to the Federal Government, or its agency, for its assistance, as aforesaid, the Authority shall file with the State Planning Board, copies of all correspondence, agreements and documents that may be exchanged between the Authority and representatives of the Federal Government in connection with the project."

Section 2 of Act 1967, Oct. 19, P.L. 461, provided:

"Reorganization Plan No. 1 of 1955, printed at 1955 (P.L. 2045), is hereby suspended in so far as it is inconsistent with the provisions of this act."

Notes of Decisions

In general 1

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1. In general

Though great deal of funding for city housing authority came from federal government, such funding did not alone establish agency relationship between housing authority and federal government, for purposes of attorney fees award in civil rights case, and it was necessary also to consider agency's exclusive control over federal grant of funds, its freedom from federal involvement or control over daily management and operation of authority and fact that housing authority was created by and continued to be governed in accordance with state law. Staten v. Housing Authority of City of Pittsburgh, 638 F.2d 599, C.A.1980.

Housing authorities are eligible for 100% federal funding of relocation assistance under provisions of federal uniform relocation assistance and real property acquisition policies act of 1970, 42 U.S.C.A. § 4601 et seq. 1971 Op.Atty.Gen. No. 72.

§ 1562.1. Aid from State Government

In addition to the powers conferred upon an Authority by other provisions of this act, an Authority is empowered to act as agent of the State, or any of its instrumentalities or agencies, for the public purposes set out in this act.

Further to effectuate the purposes and provisions of this act, and in a manner requisite therefor, an Authority is empowered to receive, accept or borrow any and all funds appropriated, given,

granted, loaned or donated to it, and to receive and accept any real estate and appurtenances thereto given, granted or donated to it by the State or any of its instrumentalities.

1937, May 28, P.L. 955, § 22.1, added 1947, June 5, P.L. 449, § 2.

Notes of Decisions

In general 1

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1. In general

Municipalities may authorize housing authorities to act as their agents in implementing programs of rehabilitation of low to middle income housing. 1975 Op.Atty.Gen. No. 75-23.

§ 1563. Tax exemption and payments in lieu of taxes

The property of an Authority is declared to be public property used for essential public and governmental purposes and such property and an Authority shall be exempt from all taxes and special assessments, except school taxes, of the city, the county, the Commonwealth, or any political subdivision thereof: Provided, however, That, in lieu of such taxes or special assessments, an Authority may agree to make payments to the city or the county, or any such political subdivision, for improvements, services, and facilities by such city, county or political subdivision for the benefit of a housing project or the persons residing on or occupying such premises, but in no event shall such payments exceed the estimated cost to such city, county or political subdivision of the improvements, services or facilities to be so furnished.

1937, May 28, P.L. 955, § 23.

Library References

Taxation ⇐213.
WESTLAW Topic No. 371.

C.J.S. Taxation §§ 251, 253, 259, 260.
P.L.E. Taxation § 95.

Notes of Decisions

In general 2
School taxes 3
Taxpayer's interest 4
Validity 1

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1. Validity

The provision of this section, exempting property erected or used from all taxes, except school taxes, is invalid even if regarded as an affirmative imposition of such taxes, since title of act contains no reference to imposition of taxes, but only attempts to exempt property devoted to such uses from taxes. Dornan v. Philadelphia Housing Authority, 200 A. 834, 331 Pa. 209, 1938.

2. In general

Improvements belonging to tax-exempt Housing Authority did not lose tax-exempt status because affixed to real property of taxable lessor. Board of Assessment and Revision of Taxes of Northampton County v. Bethlehem

35 P.S. §§ 1151 to 8200—7

Note

Heu: uthority, 311 A.2d 723, 10 Pa. Cmw 24, 1973.

Un[illegible]his act creating housing authorities to operate for slum clearance and construction of dwellings for persons of low income, property used, being for public purpose, is exempt from taxation and from assessment for improvements, and no express exemption law is necessary. Dornan v. Philadelphia Housing Authority, 200 A. 834, 331 Pa. 209, 1938.

3. School taxes

Provision of this section exempting authorities and their property from all taxes and special assessments, except school taxes, does not authorize the levying of school taxes upon such property, since had it been intended that such taxes should be levied it would have been necessary affirmatively to impose them. Dornan v. Philadelphia Housing Authority, 200 A. 834, 331 Pa. 209, 1938.

4. Taxpayer's interest

To extent that activity of city housing authority creates tax exempt property, taxpayer has pecuniary interest in seeing that authority's functions are not improperly conducted. Faden v. Philadelphia Housing Authority, 227 A.2d 619, 424 Pa. 273, 1967.

§ 1564. Reports

In addition to any other material which an Authority must file with the Department of Community Affairs according to the provisions of this act, it shall file with said department—

(a) A copy of any rules, regulations or resolutions, and amendments thereto, adopted by it from time to time.

(b) At least once each year, a report of its activities for the preceding year, and such other reports as said department may require.

1937, May 28, P.L. 955, § 24. Amended 1949, May 20, P.L. 1614, § 6; 1967, Oct. 19, P.L. 461, § 1.

Historical and Statutory Notes

The 1949 amendment substituted "Planning Board" for "Board of Housing".

Under Reorganization Plan No. 2 of 1966, certain functions of the State Planning Board, transferred to the Department of Commerce by Reorganization Plan No. 1 of 1955, including those created by this section, are transferred from the Department of Commerce to the Department of Community Affairs and shall be administered by the Secretary of the Department of Community Affairs. See 71 P.S. § 751-10(1)(a).

The 1967 amendment in the introductory clause substituted "Department of Community Affairs" for "State Planning Board" and "department" for "board", in clause (b) substituted "department" for "board" and deleted clause (c) which read:

"Copies of the plans, layout, estimated costs, and proposed method of financing of proposed housing projects, as well as of any changes which may be made in any such project."

Section 2 of Act 1967, Oct. 19, P.L. 461, provided:

"Reorganization Plan No. 1 of 1955, printed at 1955 (P.L. 2045), is hereby suspended in so far as it is inconsistent with the provisions of this act."

§ 1565. Severability

If any one or more sections, clauses, sentences or parts o[illegible] act shall for any reason be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confined in its operation to the specific provisions so held unconstitutional or invalid, and the inapplicability or invalidity of any section, clause or provision of this act, in any one or more instances or circumstances, shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.

1937, May 28, P.L. 955, § 25.

§ 1566. Civil service merit system; mandatory contract with state civil service commission

Housing authorities existing under the provisions of the act to which this is a supplement, located in any city of the second class A or third class or in a county of the third to eighth class, shall within 12 months following the effective date of this act, enter into a contract with the Pennsylvania Civil Service Commission for the purpose of establishing a complete civil service merit system protecting the employees of the authority. The contract shall be executed in accordance with the provisions of the act of August 5, 1941 (P.L. 752, No. 286), known as the "Civil Service Act,"[1] and each authority is authorized to make the payments required by that act.

1975, June 2, P.L. 3, No. 2, § 1, imd. effective.

[1] 71 P.S. § 741.1 et seq.

Historical and Statutory Notes

Title of Act:

"A Supplement to the act of May 28, 1937 (P.L. 955, No. 265), entitled, as amended, "An act to promote public health, safety, morals, and welfare by declaring the necessity of creating public bodies, corporate and politic, to be known as housing authorities to engage in slum clearance, and to undertake projects, to provide dwelling accommodations for persons of low income; providing for the organization of such housing authorities; defining their powers and duties; providing for the exercise of such powers, including the acquisition of property by purchase, gift or eminent domain, the renting and selling of property, and including borrowing money, issuing bonds, and other obligations, and giving security therefor; prescribing the remedies of obligees of housing authorities; authorizing housing authorities to enter into agreements, including agreements with the United States, the Commonwealth, and political subdivisions and municipalities thereof; defining the application of zoning, sanitary, and building laws and regulations to projects built or maintained by such housing authorities; exempting the property and securities of such housing authorities from taxation; and imposing duties and conferring powers upon the State Planning Board, and certain other State officers and departments," providing for civil service protection for certain employ-

Documentation of Need for the Proposed Project

The rental housing market in the Pittsburgh area is one in need of expansion. The Apartment Association of Metropolitan Pittsburgh compiled vacancy data which indicated an apartment vacancy rate of 3.7 percent. According to a report commissioned by the Housing Authority of the City of Pittsburgh, in Allegheny County areas outside the City of Pittsburgh, only one subsidized housing unit is offered for every 1.85 very low-income households.

According to the 1990 Census, 54,683 households in Allegheny County who earn $19,999 or less, or over 51 percent of all Allegheny County households earning $19,999 or less, pay more than 35 percent of their income for rent.

The families currently residing in Groveton Village are in need of affordable housing and have made clear their intentions to remain in Groveton Village once it has been redeveloped. A phased approach to demolition and relocation will enable a majority of residents wishing to remain within Groveton Village, to do so. Others will be given the option of a Section 8 Voucher or another Allegheny County Housing Authority unit with the opportunity to return to the redeveloped Groveton Village community.

Socio-Economic Characteristics of Groveton Village Residents and Robinson Township are as follows:

Demographic Factor	Groveton Village	Robinson Township
% Living in Poverty	85%	4.6%
Unemployment	46%	6%
% HH w/Wages	33%	N/A
% HH w/Social Security	42%	N/A
% HH w/Public Assistance	23%	N/A
Median Family Income	$7,287	$43,271
% Female-headed HH	93%	2%

The Groveton Village site is ideal for low-income families transitioning from welfare to work. The Groveton Village site is located in close proximity to employment and services. Public transit is available along Route 51. The site is within approximately a 15 minute drive and is accessible via public transportation to the airport corridor and to Robinson Town Centre, both of which offer a variety of employment opportunities in hotels, offices, light industry and retail establishments. The Coraopolis business district consisting of a variety of retail establishments and some offices, is approximately two miles from Groveton Village. Robinson Town Centre, a region-serving shopping mall, and various region-serving establishments such as (WalMart, Giant Eagle, Kmart, Kaufmanns, Home Depot, Barnes and Nobles Booksellers, Don Pablos, IKEA, hotels) are located approximately

15 minutes by car. Groveton Village is located within the Montour School District.

The site is also easily accessible to other areas. Located within one mile of Interstate 79 and situated on Highway 51, easy highway access to and from the site is present.

Robinson Township is in need of units affordable to low-income residents. Groveton Village is the only publicly-assisted housing development in Robinson Township. Per public housing guidelines, the Groveton Village residents pay only 30% of their adjusted monthly income toward housing. This gives the Groveton Village housing community an advantage over other rental housing in the Robinson Township market, particularly for low-income families.

The Township supports the redevelopment of Groveton Village. The development team has maintained contact with Township representatives throughout the development's planning.

Exhibit G

HOUSING NEEDS ASSESSMENT FORM

This required form is the minimum documentation to be included in the application. Any additional information that would contribute to the Housing Needs Assessment is welcome. Responses to the information requested submitted on attachments must be clearly identified.

The market analyst must complete this form for applications that require a market study. (See Checklist for Exhibits, Exhibit 34 Market Studies)

The applicant must complete this form for applications submitting the Rental Market Assessment. (See Checklist for Exhibits, Exhibit 35 Rental Market Assessment)

Information included in the Market Study or Rental Market Assessment should be referenced on this form. Provide the specific page number where the information is located.

The definition of "affordable housing" for this purpose is as follows: Rents that are equal to or below the rents limits established in Low-Income Rental Housing Tax Credit Program Guidelines, Exhibit A - INCOME AND RENTS.

Project Name: Proposed Groveton Village

1. Describe the age, condition, quality, etc. of housing within the primary market area.
There are 4,318 total housing units in the primary market area. Of this total, 75% are single family dwellings and 6.8% are multi-family dwellings with 10 units or more. The 70% of housing stock in the primary market area was built prior to 1950. The quality is fair to Average. In 1990, the median home value was $60,000

2. What is the number of and percentage of cost burdened households in the primary market area (+35% of household income) that are within the $10,000 to $34,999 income band?
NA
NA%

3. Compare the proposed rents to the average existing "affordable housing" projects rents as identified in the market study or Rental Market Assessment. Subsidized Housing may not be used unless a justification is provided, i.e. accepts over-income residents and/or competes with proposal because not all units are subsidized, etc.

	existing	proposed	difference
Efficiency			
1 bedroom	$366	$405	$39
2 bedroom	$431	$480	$49
3 bedroom	NA	$550	NA
4 bedroom	NA	$580	NA
Other			

4. Compare the proposed rents to the unadjusted average market rate housing rents

	existing	proposed	Difference
Efficiency			
1 bedroom	$498	$405	$93
2 bedroom	$588	$480	$108
3 bedroom	$775	$550	$225
4 bedroom	NA	$580	NA
Other			

5. Identify vacancy rates for any existing comparable housing in the primary market area.
The overall vacancy rate for the primary market area is 0.84%. See page 11.

6. Identify waiting lists for any existing comparable housing in primary market area
Both State Manor and Coraopolis Towers have a waiting list. The actual number is hard to ascertain as many people are on lists for more than one property.

7. Age & Income Population Target Group

☐ General Occupancy X 55+ Elderly ☐ 62+ Elderly ☐ Special Needs

1990 Census	10,129	Current Year Estimate	9,761
2000 Census	9,761	Five-year Projection	9,244

8. Capture Rate Percentage **3.2%**

9. What is the local unemployment percentage? **4.3%**

10. Discuss the availability of affordable housing for employees of business and industries who draw from the primary market area. Is there evidence that affordable housing is an issue for these employers?
There are three subsidized apartment complexes in the primary trade area and only one is for general occupancy. In addition there are three conventional apartment facilities in the primary trade area. There are limited businesses and industries who draw from the primary market. There is no evidence that affordable housing is an issue.

11. What impact would the proposed project have on existing "affordable housing" and/or low income tax credit projects?

Looking at the fair share analysis and the penetration factor concluded in the market study, the proposed project will have minimal impact on existing affordable housing and low income tax credit projects.

12. What impact would the proposed project have on existing subsidized housing projects?

The proposed project will replace existing units and will not impact other subsidized housing Projects.

13. Are any new affordable, low income tax credit and/or subsidized projects planned for the primary market area? No____ If Yes, describe:

14. Describe any economic activity, future developments, etc. that may have an effect on affordable housing in the primary market area.

The subject area has experienced steady decline in population and income since the decline of the steel industry in the mid-1970s. Most growth and development experienced in the region has been center elsewhere. Overall, the economic characteristics of the subject area are negative.

15. Describe the support of local government officials and community groups for the proposal and the proposed development's consistency with any applicable consolidated plan.

According to discussions with planning personel, the proposed project has met with moderately favorable response from local groups and businesses.

16 Describe any potential opposition to the proposal, include who and why.

Due to the age and condition of the existing units located at the subject site, there is almost no opposition to replacing these units with newer units.

17. Identify any other types of affordable housing options in the primary market area.

State Vue Apartments have 25 units ranging from $310 to $395 per month for a one-bedroom And $350 to $395 per month for a two-bedroom. Ridgeview Apartments have 44 units ranging from $335 to $365 per month for a one-bedroom and $425 for a two-bedroom. The Former YMCA Apartments have affordable one and two-bedroom apartments that range from $375 to $475.

18 Analyze suitability of the site for the proposed project including accessibility of shopping and services and the compatibility of surrounding uses.

The site is close to Interstate 79 and Route 51, two primary regional thoroughfares. In addition, local goods and services are readily available in Coraopolis, which is less than one mile away. Regional malls and shopping are also accessible via I-79 in Robinson Township. Overall, the subject site is suitable for multi-family development.

19. Based on the aforementioned information, what is the analyst's recommended number of units, unit mix, unit size (sq ft.)?

	Eff.	1 BR	2 BR	3 BR	4 BR	Other	Total
Total Units		6	16	45	2		
Size (sq. ft.)		717	1039	1325	1559		

Explanation in support of findings

Thorough documentation for these conclusions are found in the report, however our above referenced recommendations are based on discussions with property managers of both conventional and subsidized property managers and owners. These discussions suggested that two and three-bedroom units are in short supply in the area and at present command a premium in rent and enjoy high occupancy. In addition, the unit sizes mentioned above are in-line with what is available in the market.

20 Recommendation and/or overall feasibility of project, including suggested modifications which may improve project's marketability:

There are no aspects of the proposed project that require modification.

21. Analyst's Conclusion of Need based upon the assessment of the aforementioned information and data included in the Market Study or Rental Market Assessment provided.

There is a very limited affordable housing and/or subsidized projects in the primary subject area. The proposed units will fill a need in the immediate area for replacement units.

Completed by:
Trent Niederberger Mark Shanberg

Date

Name Type or Print

Mark Shanberg, TN
Signature

MAI
Title

Groveton Village
PHFA Application for Low Income Housing Tax Credits

Market Study

RENTAL HOUSING MARKET ANALYSIS

Proposed Groveton Village
Village Drive @ Route 51
Robinson Township (Groveton Village)
Allegheny County, Pennsylvania

PREPARED FOR

Groveton Housing Partnership, L.P.
100 Wood Street, 7th Floor
Pittsburgh, PA 15222

November 3, 2000

00-7785

I. HOUSING MARKET ANALYSIS

A. The following information regarding Existing Supply of Rental Apartments must be included:

(1) A description of the existing comparable projects, including but not limited to:

(a) Name, location, type of design, number of units, rental levels, number of bedrooms and baths for each unit type, kitchen equipment, type of utilities (state whether paid by tenant or owner), amenities included, occupancy rate, and absorption history.

Pages 11 and 20 to 21.

(b) The attached form, Estimate of Market Rent by Comparison (Form HUD 92273), is to be used in providing a description of comparable projects. (Note: Lines 1-20 are to be used).

Follows page 22.

(2) Include the name of the current owner, contact person, and phone number for each project.

See survey sheets found in addenda of report.

(3) Attach photographs of each comparable and the subject property.

Comparable photos located on facing pages of addenda. Subject photos are located after page 24.

(4) Determine the approximate rent per square foot per month and approximate utility cost by unit type.

Rent per square foot is presented on page 24 and approximate unit cost by unit type is on page 24.

(5) Define the primary and secondary market areas. Indicate whether the comparables are within primary and secondary market areas.

Primary and secondary market areas are presented on page 16. See facing Page 16 for trade area map and facing page 24 for location of comparables.

(6) Provide map (s) identifying the primary and secondary market areas as well as the cited comparables. (If the identified market area encompasses more than one zip code, identify all zip codes within that market area).

See facing maps from page 14.

B. The subject's estimated monthly absorption rate should be based on the rent up periods of recent projects in the market area. Estimates should be supported by the targeted rental population and provided by unit type. See page 22 to 23.

C. An estimated vacancy rate for the primary market area must be provided.

See page 22.

D. An estimated ongoing annual vacancy rate must be provided.

See page 22.

E. An estimated annual turnover for the project must be provided.

See page 22.

F. The report should either provide evidence to support the proposed project or provide recommendations and/or suggest modifications which may improve the project's marketability. This includes analyzing the proposed site for accessibility to shopping locations and compatibility of surrounding uses

See pages 14 to 16.

G. Provide detailed information regarding any market related weakness apparent in the subject.

See page 20 to 21 (capture analysis).

H. The Market Analyst will interview and survey neighborhood groups, grassroots organizations, local community development corporations, and potential tenant populations to determine support and interest for the proposed project. These findings are to be documented in the Market Study Report.

See page 16.

I. If the proposed housing development is located in a participating jurisdiction that has developed a Comprehensive Housing Plan (CHP), the market analyst must review the CHP and document whether the proposal complies with the recommendations of CHP.

Not applicable.

J. Review projected new multi-family developments in the primary market area and determine the impact on the housing development.

Discussions with local officials suggest that no multi-family facilities are presently planned.

K. Complete the attached Fact Sheet for the subject property.

See following pages.

L. Provide detailed information outlining the methodology used to quantify the target population.

See pages 13 to 21.

M Provide the number of households in the primary market by age and income qualifications.

See pages 16 to 21.

N. Compute the capture percentage rate for the qualified households to the projected number of units being proposed

See page 20 to 21.

O. Document the need for the proposed housing units, and include an supporting documentation.

See pages 13 to 21.

II. FINANCING REQUIREMENTS (if applicable)

A. In determining the demand for rental apartment units in the market area, a detailed analysis of the income levels of the potential tenants should be completed. He following income and rent restrictions shall be incorporated into the income analysis

(1) Tax-Exempt Financing and/or Tax Credit Restrictions:

The market analyst must address the requirements for tax-exempt financing and/or tax credit restrictions that at least 20% or 40% of the proposed units must be rent restricted and occupied by low and moderate income families, defined at having income less than 50% or 60%, respectively, of the median income for that area based on bedroom size. Gross rents (including utilities) on qualified low income units cannot exceed 30% of the applicable income limit. An initial rent-up review must be conducted in order to maintain this ratio once 10% of the units are occupied.

See pages 13 to 14 and 19 to 20.

(2) Taxable Finance Restrictions:

Agency policy for the taxable financing requires that 20% of all units have rents affordable to households at or below 80% of the area median income. There is no adjustment for size.

Not applicable

(3) PennHomes Program Restrictions:

Agency policy for the PennHOMES Program requires that all units served by the PennHOMES Program have rents affordable to households at or below 60% of the area median income.

Not applicable

Pennsylvania Housing Finance Agency

FACT SHEET

RENTAL HOUSING MARKET ANALYSIS

Subject Project Name: Groveton Village

Site Address: Village Drive @ Route 51
Robinson Township
Allegheny County, Pennsylvania

I. Estimate marker rent by comparison (line 20 of Form HUD 92273).

Eff.	1 BR	2 BR	3 BR	4 BR
NA	$405	$480	$550	$580

A. Includes Utilities ( )
B. Does not include Utilities (X)
C. Other (describe below) ( )

II. Estimated monthly absorption by targeted population.

Not Applicable. The subject will replace existing housing.

III. Estimated ongoing annual vacancy rate for the project.

3%

IV. Estimated annual turnover for the project.

15%

V. Estimated real estate taxes based on the full assessment after the project is completed. (The estimate should include any applicable tax abatement program which will be utilized)

The developer's intent with regard to abatements is unknown, however this avenue should be pursued.

VI. Verify whether current zoning requirements affect or limit the household size for any bedroom type in the subject property.

A. Current zoning requirements

9.	Affect or limit the household size	( )
10.	Do not affect or limit household size	(X)
11.	Other (describe below)	( )

VII. Recommended number of units, unit mix and unit size.

The proposed improvements are considered to be functionally adequate and no significant changes to the developments are suggested.

VIII. Analyze suitability of the site for the proposed project including accessibility of the shopping and compatibility of surrounding land uses.

Overall, the characteristics of the site are complimentary to the proposed development. This conclusion reflects that the site has good access and is centrally located within the community. In addition, adjacent and nearby land uses are complimentary to the development.

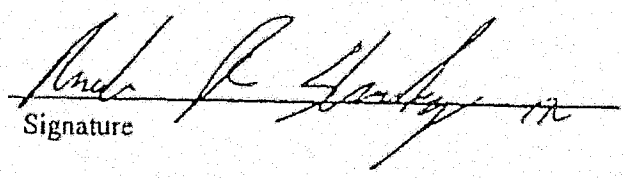
IX. Recommendations and/or overall feasibility of the project, including suggested modifications which may improve project marketability.

No modifications are suggested and no aspects of the proposed improvements should negatively impact the marketability of the units.

Date: 11/03/00

Mark R. Shonberg, MAI

By: Market Analyst (Type or Print)



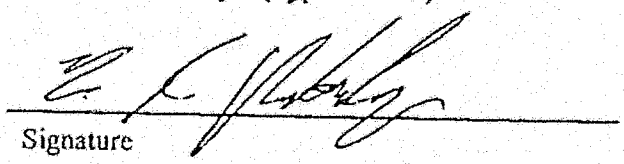
Signature

Vice President

Title

Trent R. Niederberger

By: Market Analyst (Type or Print)



Signature

Assistant to the Appraiser

Title

INTRODUCTION

I. Property Ownership History

Grantor:	Edmund K. and Betty Anne Chaffey
Grantee:	Allegheny County Housing Authority
Deed Book Volume:	3337
Deed Book Page:	88
Sale Date:	April 15, 1954
Sale Price:	$18,500

Other than as noted herein, the subject property has not transferred ownership within the last three years, nor is it presently listed, optioned, or under agreement of sale.

II. Intended Use - Intended User

The intended use is to aid in evaluation of need for affordable housing within the market area. The intended user is Groveton Housing Partnership, L.P.

III. Scope of the Appraisal

The scope of work included the following:

- The specific descriptions of the site and proposed improvements.
- Identifying the geographic extent of the market area and a review of demographic characteristics.
- An inventory of both conventional and subsidized properties within the market area.
- An inspection of each property used as a rent comparable and interview with the leasing agent and/or manager for each comparable property.
- Interviews with planning, economic development and apartment association personnel.
- An evaluation of the market rent for the subject property and an estimate of the likely capture rate.

IV. Market Rent Definition[1]

Market rent is the rental income that a property would most probably command in the open market.

[1] The Appraisal of Real Estate, 11th Edition, Chicago, IL, Appraisal Institute, 1996

AREA DATA

I. Introduction

Property value is affected by social, governmental, economic and environmental forces. The interaction of these forces produce particular economic climates within which real estate transactions occur. An analysis of those factors impacting the local and regional economics are presented in following discussion under the headings of Location and Transportation, Physical Characteristics, Population Trends, Income Levels and Employment.

II. Location and Transportation

Pittsburgh is in Southwestern Pennsylvania in the foothills of the Allegheny Mountains, where the Allegheny and Monongahela Rivers form the Ohio. Over one-half of the United States and Canadian populations, 53% of the nation's personal income, 57% of all manufacturing and service business, 51% of the nation's retail activity and 20 metropolitan areas with more than one million people are within a 500-mile radius of this region. Distances to other major metropolitan areas are as follows:

Metro Area	Distance From Pittsburgh
Cleveland, OH	143 miles
Washington, D C	245 miles
Cincinnati, OH	293 miles
Philadelphia, PA	311 miles
New York, NY	386 miles

Highway, air, rail and river transportation systems provide linkage to these major markets. First addressing the highway system, major roadways within the area are identified as follows:

North-South Access	East-West Access
Interstate 79	Interstate 76
US Route 19	Interstate 70
US Route 51	Route 22/30

Recent additions to the highway network include Route 279 North and the Southern Expressway; Route 279 North provides direct highway access from the CBD to Interstate 79 and the Pennsylvania Turnpike north of Pittsburgh, while the Southern Expressway was developed as the primary access to the new Pittsburgh International Airport and points west. Additional projects that are yet proposed include the following:

AREA DATA

- The Airport Busway/Wabash HOV will span from Downtown Pittsburgh to the Carnegie area. This transportation route would run 9.2 miles through parts of the West End, Elliott and Crafton areas with the possibility of expansion in the future to extend to the Airport. This project was recently scaled back as a proposed bridge was eliminated, however the total cost is still expected to exceed $326 million. Property acquisition is complete, however construction is not expected to start until 1999. Completion is expected prior to the start of the Fort Pitt Bridge and Tunnel renovation.

- The Liberty Tunnel north and south portals are proposed for redesigning of the interchanges to expedite the flow of traffic to and from downtown Pittsburgh. This project is being developed in conjunction with the Airport Busway and is slated to finish before the closing of the Fort Pitt Bridge and Tunnel. Total construction costs are expected to exceed $25 million. Construction on the south portal is under way, however plans to redesign the north portal may be dropped for the near future as other projects are given greater priority.

- The Fort Pitt Bridge and Tunnel renovation was slated to begin in 1998, however this project was recently delayed as the Liberty Tunnel and Airport Busway projects were further studied. Construction is now expected to begin in 2001.

- Allegheny Valley Expressway Corridor is a proposed four-lane Pennsylvania Turnpike toll road that would run for 17.5 miles from the Kittanning bypass to the Clarion County Line. Property acquisition for this project has started, however, no start date for construction has been set.

- The Mon/Fayette Expressway from Pittsburgh south to Route 51 and from Route 51 to Interstate 70. This project is proposed as a four-lane toll road with an estimated cost of exceeding $1 billion. Construction of this project has already started, however the project may not be completed until the year 2000 or beyond.

- The Southern Beltway Corridor from Pittsburgh International Airport to SR 22 to Interstate 79 to the Mon/Fayette Expressway. This project is proposed as a four-lane limited access toll road that would run for 17.4 miles with an estimated cost of $560 million. Property acquisition for this project has started, however no date for construction has been set.

- A $60,000,000 interchange connecting the Pennsylvania Turnpike, Interstate 79, and U.S. Route 19 in Butler County is currently being studied. Construction for this project is expected to start before 2000.

- A Magnetic Levitation Transportation System (Maglev) is proposed between downtown Pittsburgh and Oakland. This project has been in the planning stages for years and does not enjoy wide-ranging support, however this project or something similar is expected to be developed within the next fiver years.

Besides highway transportation, other transportation modes important to the area include rail, air, river and buslines.

Transportation Mode	Providers
Airports	Pittsburgh International and Allegheny County Airports
Railways	Conrail, Amtrak, P & LE, CSX
Buslines	Port Authority Transit, Greyhound

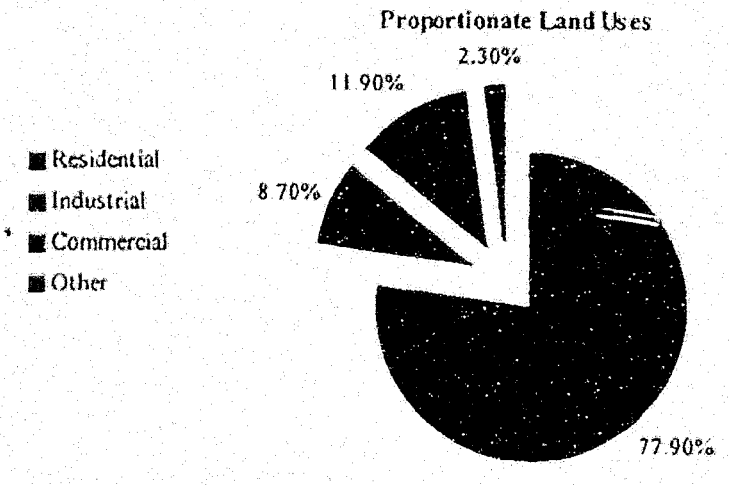
The three rivers carry more than 50 million tons of waterborne cargo moved each year and more than 10% of all freight generated in the country also begins in or pass through the region, however the single most important development in recent years has been the new Pittsburgh International Airport, the largest airport complex built since the construction of the Dallas-Fort Worth Airport in 1974. Employment spinoffs from the airport are expected to generate 40,000 to 50,000 new jobs between now and the year 2005. Currently, PIA is the twelfth busiest airport in the country and the major hub of U.S. Air.

The overall transportation system is adequate, however, the weakness lies in the lack of a beltway. Many spokes are in place and yet more are proposed, however access between these spokes is primarily by secondary roadways. This will continue to be a deterrent to many companies that might otherwise locate in the Pittsburgh area, as it impacts both distribution capabilities and the available labor pool. Until a beltway (or a significant portion of a beltway) is implemented, development will continue to be along the major spokes and in relatively proximity to the CBD.

III. Physical Characteristics

The regional topography is generally hilly, a factor reflected in the regional highway system; many bridges and tunnels are needed to enhance transportation capabilities. The City of Pittsburgh is fifty-five square miles, Allegheny County is 730.8 square miles and Pittsburgh MSA is 3,866.7 square miles. Based on Allegheny County Comprehensive Planning Studies, there are 467,318.5 acres of zoned land in the county. The following chart illustrates proportionate land uses:

AREA DATA



Development has generally followed major thoroughfares and utility availability. Utility providers within the area are noted as follows:

Utility Service	Primary Utility Providers
Natural Gas	Columbia, Peoples, Equitable
Electricity	Duquesne Light, West Penn Power
Sewerage	Alcosan, Municipal Authorities
Water	PA American, Municipal Authorities

The infrastructure is adequately developed and the physical characteristics of the region are such that there is yet significant opportunity for development.

IV. Population Trends

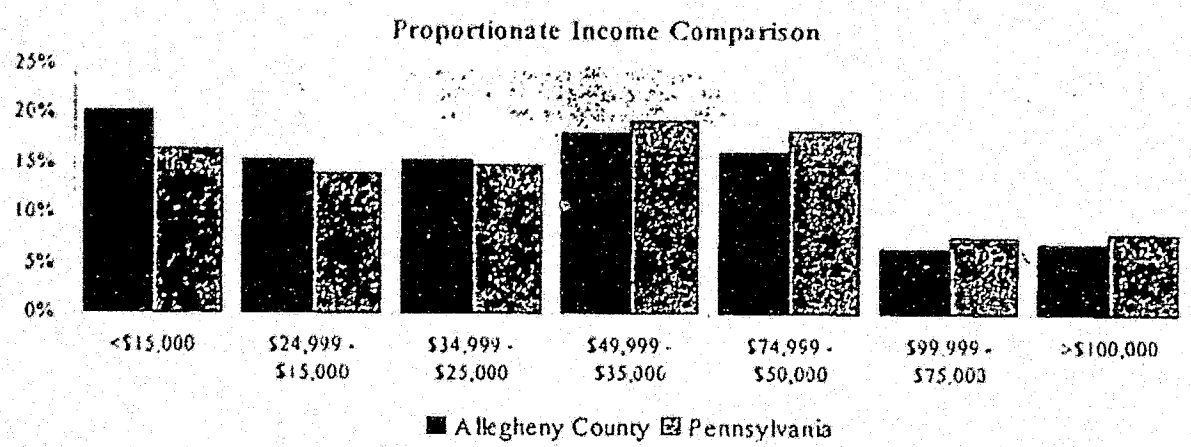
Between 1970 and 1980, the City of Pittsburgh population decreased by 18.5%, Allegheny County decreased by 9.7% and the SMSA population decreased by 4.2%, during this period the state's population increased by 0.5%. The following table presents demographic data for the county from 1990 to 1998 with a 2003 forecast.

	1990	1998	Change 1990 to 98	2003 Forecast	Change 1998 to 03
Population	1,336,449	1,272,386	-4.79%	1,232,784	-3.21%
Households (HH)	541,261	522,947	-3.38%	511,948	-2.15%
Families	358,317	336,176	-6.18%	322,446	-4.26%
Median Age	36.70	38.90	5.99%	40.60	4.19%

Demographic trends within the county are not positive. From 1990 to 1995, the county had the fifth highest rate of loss of the 50 largest counties in the country and a recently published report suggest that Metropolitan Statistical Area (MSA) leads the nation in the loss of people.[2] The retention of college graduates from local universities is reportedly one of the worst in the nation. The outward movement of the area's youth is expected to continue, and the population base will continue to get older. This will also adversely impact household formation. Overall, we anticipate demographic trends within Allegheny County to remain negative into the near future.

V. Income Levels

Income levels in the county have shifted upward over the last decade. The following table presents a summary of comparative income levels for 1998 between the county and state.



As shown, proportionate income levels trail the state which suggests a below average affluence level. Income projections for the county as provided by CACI marketing systems are summarized as follows:

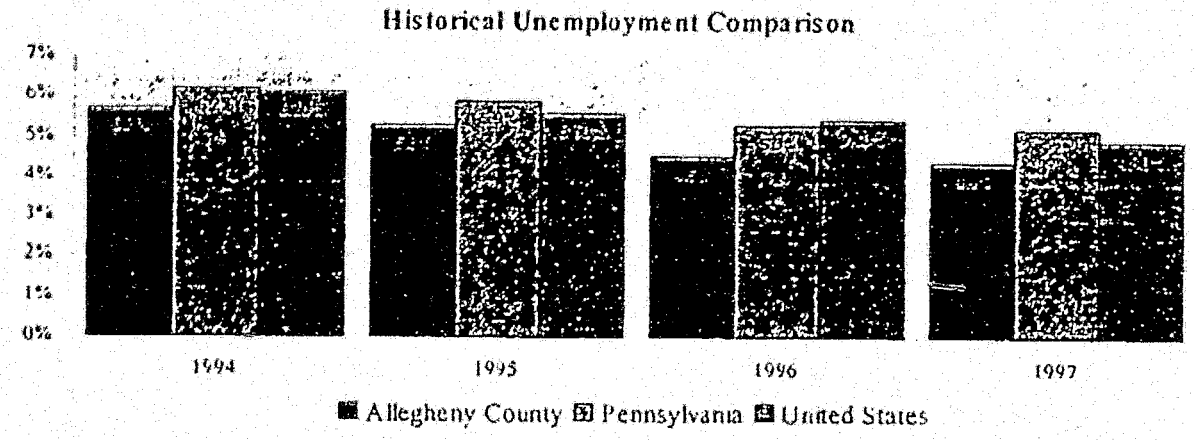
[2] Pittsburgh Benchmarks, University of Pittsburgh, September, 1996
District Tops US in Loss of People, Pittsburgh Post Gazette, July, 1998

	1990	1998	Change 1990 to 98	2003 Forecast	Change 1998 to 03
Median HH Income	$28,136	$33,919	20.55%	$37,025	8.39%

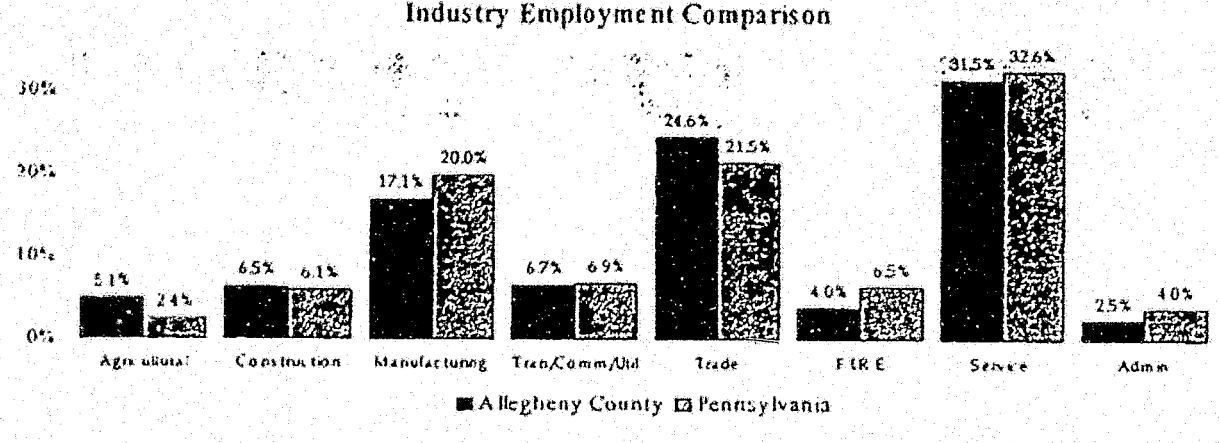
Limited income growth coupled with inflationary trends suggest marginal gains in terms of real dollars.

VI. Employment

Historical unemployment data is presented as follows:



As shown, historical unemployment levels in Allegheny County are below both state and national rates. Allegheny County has a labor force of 642,900 persons, of which 618,100 are employed; this suggests an unemployment rate of 3.90%; in comparison to the state rate of 4.4% and the national rate of 4.1%. The following table presents proportionate employment by industry sector.



AREA DATA

Regional employment has been in the state of transition for the past decade. The large industrial employers that once characterized Pittsburgh as the "Steel City" have significantly reduced their presence in the region. With only a few exceptions, the regional employment profile is now generally consistent with the state. Through the early 1980's the regional economy was driven by coal and primary metals, however extensive diversification has occurred over the last decade and major areas of employment now include high technology and research, education and health care. The following table presents an employment projection for Allegheny County through the year 2000.

Industry Title	Employment		Change		Avg. Annual
	1990	2000	Number	Percent	Change
Total, All Non Agricultural Industries	491,660	527,460	35,800	7.30%	3,580
Goods-Producing Industries	111,150	99,850	(11,300)	-10.20%	(1,130)
Mining	1,810	1,390	(420)	-23.20%	(42)
Construction	31,320	30,020	(1,300)	-4.20%	(130)
Manufacturing	78,020	68,440	(9,580)	-12.30%	(958)
Durable Goods	52,140	43,310	(8,830)	-16.90%	(883)
Non-Durable Goods	25,880	25,130	(750)	-2.90%	(75)
Service Producing Industries	380,510	427,610	47,100	12.40%	4,710
FIRE	48,290	50,900	2,610	5.40%	261
Service	231,000	276,400	45,400	19.70%	4,540
Government	101,220	100,310	(910)	-0.90%	(91)
Federal Government	15,770	15,220	(550)	-3.50%	(55)
State Government	85,450	85,090	(360)	-0.40%	(36)

As shown, primary areas of growth are within the service and financial industries. Principal employers in the region are listed as follows:

AREA DATA

Employer	Employees	Employer	Employees
U.S. Government	20,200	Westinghouse Electric Corp	9,316
Commonwealth of PA	16,900	University of Pittsburgh	8,793
Allegheny County	15,200	Mellon Bank Corp	8,140
U. S. Air Group, Inc	11,762	Allegheny County Institution District	7,340
University of Pittsburgh Medical Center	11,500	USX Corp	6,047

In addition to these employers, other nationally recognized companies with a presence in the area include Westinghouse, Heinz, Allegheny Teledyne, PPG Industries, Bayer and Alcoa Corporations. Along with these companies, 250 international firms have world, U.S. or regional headquarters in Pittsburgh. Pittsburgh has two of the nation's top 30 bank holding companies headquartered in the city and is the fourth largest financial center in the country. The strength of the financial sector is further evidenced by the many banks, savings institutions and venture capital firms which are based in the Pittsburgh area. Fortune 500 companies with a presence in the area include:

Company	Rank	Company	Rank
USX Corporation	47	PPG Industries	185
Alcoa	95	PNC Bank Corporation	205
Westinghouse	135	Mellon Bank Corporation	290
H.J. Heinz	162	Consolidated Natural Gas	376

Due to the strong corporate standing and developing research industry, Pittsburgh has built a strong infrastructure of diversified support industries. Support services which are fast growing include accounting, law, public relations, financial institutions, private retail and management consulting companies. Employment has remained stable in recent years with an unemployment rate presently below both state and national figures. This is largely attributed to the growth within the service industry. While it is noted that the financial sector is an area of growth and historical stability, recent trends within this industry suggest that the positions of both PNC and Mellon Banks may be tenuous, as the possibility exists for either institution to merge or be taken over by a competitor. In addition, recent reports indicate that U.S. Air is considering relocating a large portion of its operation. Overall, the area's economic stability is average.

VII. Immediate Neighborhood

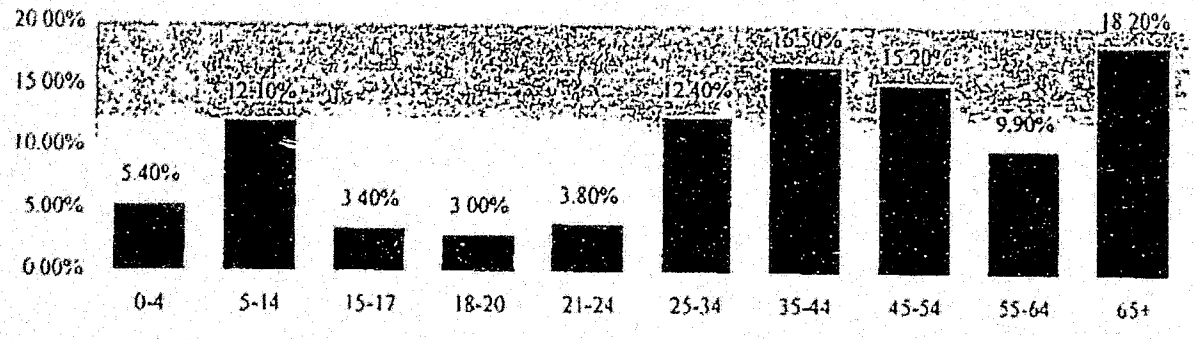
The subject property is located in a portion of Robinson Township known as Groveton Village, Allegheny County, Pennsylvania. Recent demographic trends within Groveton and the surrounding area (based on information from C.A.C.I.) are summarized as follows:

	1990 Census	1999 Estimate	1990-98 Change	Annual Growth
Population	10,129	9,671	-4.74%	-0.53%
Households	4,030	3,908	-3.12%	NA
Median HH Inc	NA	$40,927	NA	NA

As shown, demographic trends within the area are slightly negative. Population and household formation are expected to continue to decrease, while income levels are well above the state and national benchmarks.

Proportionate age distribution within the community is summarized as follows:

Population By Age - Groveton/Coraopolis/Robinson 1999



More than 18.2% of the local resident are above 65 years old, while the largest segment within the community is within the 35-64 years of age. Housing characteristics within Groveton and the surrounding areas (also based on information received from C.A.C.I.) are summarized as follows:

AREA DATA

Housing Values	% of Owner Occupied Units
Under $25,000	4.3%
$25,000 -$49,999	32.1%
$50,000 - $74,999	34.2%
$75,000 - $99,999	16.6%
$100,000-$149,999	10.1%
$150,000-$299,999	1.7%
$200,000+	1.0%

Single-family residential dwellings are primarily older, one or two-story structures developed prior to 1949 (50%) or between 1950 and 1970 (33%), however newer subdivisions are being developed in the area to the southwest of the subject. It should be noted that housing values below $25,000 represent smaller, older structures or trailer homes. Overall, dwellings in the immediate local community are generally well maintained, however this is not uniformly true throughout the area.

Apartment rental rates exhibit a wide range, however occupancy rates are uniformly strong. Within a two-mile radius of the subject (encompassing Groveton, Coraopolis, and portions of Robinson Township), a list of conventional apartment complexes is presented as follows:

Complex Name	Location	Market	Type	Total Units	Waiting List	Occupancy
State View	State Ave	Primary	Conversion	35	0	100.00%
Ridgeview	Ridge Ave	Primary	Conversion	43	0	100.00%
Former YMCA	State Ave	Primary	Conversion	10	0	100.00%
Total/Average	NA	NA	NA	88	0	100.00%

A list of subsidized complexes in the same area is presented as follows.

Complex Name	Location	Market	Type	Total Units	Waiting List	Occupancy
Coraopolis Gardens	Pennsylvania	Primary	Garden	40	No	95.00%
State Manor	State Ave	Primary	Elevator	104	Yes	100.00%
Coraopolis Towers	First Ave	Primary	Elevator	200	Yes	100.00%
Total/Average	NA	NA	NA	344	NA	98.33%

AREA DATA

Most of the subsidized properties report a waiting list, however the actual number of those waiting is difficult to ascertain as many people are on lists for more than one property. While it impossible to determine how many of this number are repeat tenants, these numbers suggest that significant excess demand exists. Discussions with local officials and other market participants indicate that there are no immediate prospects for new facilities that could service this excess demand.

MARKET ANALYSIS

I. Introduction

A market analysis is essentially an assessment of the balance between supply and demand for products and services within a specified area. In evaluating the market, a number of factors must be addressed. These include the type of program impacting the property, marketability of the proposed units, the geographic extent of the primary and secondary trade areas, the demographic profile of the residents, demand for multi-family housing within the trade areas and the number and proximity of competitive facilities. In this instance, competitive facilities are primarily conventional apartment complexes, however subsidized facilities and other alternative housing opportunities also impact the property. This analysis forms the basis to estimate of the subject property's rental rates, anticipated absorption and stabilized occupancy level. The following discussion addresses market concerns under the headings of Low Income Housing Taxing Credit (LIHTC) Program Overview, Proposed Improvement Overview, Primary & Secondary Trade Area, Trade Area Demographics, Restricted (Maximum) Rent, Demand Analysis, Capture Analysis, Absorption & Stabilized Occupancy and Market Rent Analysis.

II. Program Overview

There are a variety of programs designed to encourage affordable housing development. The PennHOMES program provides interest-free, deferred payment loans to promote the development of rental housing for income-qualifying households. Funding through PennHomes is most often coupled with funds generated through tax-exempt bond financing and/or through the Low Income Housing Tax Credit (LIHTC) program. Tax-exempt bond financing provides developers with below-market permanent financing for construction or rehabilitation of rental units; as the name suggests, funds are generated through the sale of tax exempt PHFA bonds. The LIHTC program provides developers with tax credits (based on construction or renovation costs) that may be taken over a ten-year period; these are most often sold to a corporate partner, thus generating the equity necessary to implement the project. All of these sources have restrictions and requirements relating to tenant income and allowable rent levels.

The calculation of the maximum monthly rents is based on 30% of income, while a lower limiting parameter recognizes a maximum affordability level of 40% for general occupancy and 45% for elderly projects (including utility costs). In instances where rents are set at the maximum, the market consists of a relatively narrow band of income eligible renters, which can result in a problem with the market feasibility. Depending on the particular market area and the rental market conditions in that area, there may be an insufficient number of potential renters that meet the income limit criteria and who are willing and able to pay the maximum allowable rent.

The extent to which there is an adequate supply of units with rents at or below those proposed would also limit the market. An analysis of the market prospects for proposed projects requires information on the current market conditions and on the marketability of the proposed property in comparison to other options available to those income-eligible households. Thus, market demand depends on several factors: the number of income qualified households and the willingness of those same households to pay the proposed rents; the supply of comparable units at rents equal to or less than the proposed rents; and the marketability of the proposed units in comparison to the existing supply. The following definitions are applicable to defining the various types of rental rates that impact the analysis:

- **Market Rent** - Market rent is the rental income that a property would most probably command in the open market. In this instance, because market rate properties in the area of the subject are limited, this analysis includes properties located outside of the primary and secondary trade areas.

- **Restricted (Maximum) Rent** - The maximum rent established by the state housing agency based on local area median family incomes affordability (at 40% to 45% of median income), household and unit sizes. Typically, benchmarked at either 50% to 60% of the area median family income.

In this instance, the various rental rates are examined separately.

III. Project Overview

Beyond the rental rate necessary to make the project competitive, the most important factors to ensure the project leases quickly, maintains high occupancy over time, and maximizes potential lease ratesare the quality of the overall project and location. In brief, the ingredients do not differ from those of traditional developments simply because the project is geared toward the affordable tier. Primary factors impacting the project are summarized as follows:

- Local and regional access.
- Quality of the neighborhood.
- Proximity to services and social centers.
- Unit mix appropriate to target market.
- Unit sizes and amenities

MARKET ANALYSIS

The proposed development is in the initial planning stages. While the developer has stated that preliminary site and floor plans have now been completed, they were unavailable at the time that this report was prepared. The following description is based solely on discussions with representatives of the client. It is a limiting condition of this report that the final project parameters are substantially similar to those described herein.

The subject site is irregularly shaped and has level to rolling topography; all public utilities are available in the area. The site has frontage on Route 51 and Village Drive. In addition, the site is close to the intersection of Interstate 79 and Route 51. Overall, local and regional access to the site is average. The parcel is presently improved with a 100-unit subsidized (family) complex. These improvements are to be replaced with the proposed project.

As proposed, the primary improvements will consist of multiple apartment buildings containing 69 units, all of which will be for public housing tenants and all but three will be low income housing tax credit units. As of the date of this report, only a summary of the unit types is available:

Unit Type	# of Units	Size	Rentable Area	Contract Rent	Utility Allowance
One-Bedroom	6	717	4,302	NA	$84
Two-Bedroom	16	1,039	16,624	NA	$119
Three-Bedroom	45	1,325	59,625	NA	$141
Four-Bedroom	2	1,559	3,118	NA	$164
Total	69	NA	83,669	NA	NA

Turning our attention to the impact of neighborhood characteristics, adjacent and nearby land uses are summarized as follows:

Direction	Property Use
Northwest	A church and single family residential uses
Southeast	Interstate 79 interchange
Southwest	Vacant land and single family residential
North	The Ohio River

The facility is also convenient to local support services and amenities. Nearby amenities are as follows:

- **Groceries:** Located within the Borough of Coraopolis, approximately one mile.
- **Banking:** Located within the Borough of Coraopolis, approximately one mile.
- **Post Office:** Located within the Borough of Coraopolis, approximately one mile.
- **Transport:** The subject is located along the busline.

Overall, property and area the characteristics are supportive of the multifamily uses.

IV. Primary and Secondary Trade Areas

Factors that tend to limit the geographic extent of a trade area include regional and local accessibility to the site (i.e , distance and drive time), physical and psychological barriers, strength and location of outlying competition (i.e., scale and composition of the local multi-family housing). Discussions with local officials and property managers suggest that the property will draw primarily from a two-mile radius, which encompasses Groveton and the immediate surrounding area.

Discussions with the following individuals lend support to this conclusion:

- Ms. Deborah Martin, manager of occupancy for the Allegheny County Housing Authority (412-355-2110).
- Kim Longwell, occupancy department, Allegheny County Housing Authority (412-355-2128).
- Various property managers of both conventional and subsidized housing within the Coraopolis area of Allegheny County (For names and phone numbers see the comparable property write-up sheets located in the addenda of this report).

V. Trade Area Demographics

The following tables present demographic data for the primary and secondary trade areas as developed through CACI Marketing Systems.

	Primary Trade Area				
	1990	1999	2004	1999 to 04 Change	Annual Change
Population	10,129	9,671	9,244	(427)	-4.42%
Households	4,030	3,908	3,774	(134)	-3.43%
Med Household Income	NA	$40,925	NA	NA	NA

MARKET ANALYSIS

	Secondary Trade Area				
	1990	1999	2004	1999 to 04 Change	Annual Change
Population	6,637	6,328	6,052	(276)	-4.36%
Households	2,596	2,506	2,419	(87)	-3.47%
Med. Household Income	NA	NA	NA	NA	NA

Income distribution for the primary market is presented as follows:

1999 - Primary	% of Households	Number of Households
Under $10,000	9.20%	360
$10,000 - $14,999	6.30%	246
$15,000 - $24,999	12.90%	504
$25,000 - $34,999	15.20%	594
$35,000 - $49,999	19.40%	758
$50,000 - $74,999	18.80%	735
$75,000 - $99,999	10.00%	391
$100,000 - $149,000	5.70%	223
$150,000+	2.50%	98
Total	100.00%	3,908

Income distribution for the secondary market is as follows:

1999 - Secondary	% of Households	Number of Households
Under $10,000	9.50%	238
$10,000 - $14,999	6.00%	150
$15,000 - $24,999	13.00%	326
$25,000 - $34,999	15.00%	376
$35,000 - $49,999	16.00%	401
$50,000 - $74,999	18.50%	464
$75,000 - $99,999	11.00%	276
$100,000 - $149,000	7.00%	175
$150,000+	4.00%	100
Total	100.00%	2,506

VI. Rent Restrictions and Income Limits

Maximum rental levels that an LIHTC project can charge are based on median family income, household size and unit size. This information is readily available from HUD. Based on the published HUD Home Program Income Limits (3/00) for the Pittsburgh MSA, the maximum rents by unit size are reported as follows:

	Eff	1	2	3	4	5
Rent Limit - 50%	$390	$418	$501	$580	$646	$713
Implied Income Limit	$15,600	$16,720	$20,040	$23,200	$25,840	$28,520
Rent Limit - 60%	$468	$501	$601	$696	$775	$856
Implied Income Limit	$18,720	$20,040	$24,040	$27,840	$31,000	$34,240

The implied income limits by unit type compare to the published income limits by family size as follows:

	Income Limits Based On Family Size							
	1	2	3	4	5	6	7	8
50% of Median	$15,600	$17,850	$20,050	$22,300	$24,100	$25,850	$27,650	$29,450
60% of Median	$18,720	$21,420	$24,060	$26,760	$28,920	$31,020	$33,180	$35,340

While we recognize that the comparison suggests an allowance of 1.5 persons per bedroom, for the purposes of this analysis we have relied on the implied income limits. Based on the subject unit mix, the maximum allowable income is $25,850 at the 50% level and $31,020 at the 60% level.

With regard to the lower income limits, we note the following excerpt from HUD notice H 92-97;

> ... Analysis of program participation has shown that few households in tax credit projects spend more than 40% of income for rent. This means that if rents are set at the maximum (30%), the potential market is restricted to income-eligible households with income between 75% and 100% of the respective income limit."

Thus, the overall income range of qualifying households at the maximum rent level is summarized as follows:

Unit Type	# of Units	MH Income %	Potential Income Range	
One-Bedroom	6	50% - 60%	$12,540	$20,040
Two-Bedroom	16	50% - 60%	$15,030	$24,040
Three-bedroom	45	50% - 60%	$17,400	$27,840
Four-bedroom	2	50% - 60%	$19,380	$31,000

VII. Demand Analysis

Reviewing the demographic data presented earlier and recognizing that all of the units will have rent subsidies available (thereby negating the low-end income requirement), it should be noted that only households among the first, second, third and fourth income categories ($0 to $35,000) represent potential households (or residents) for the subject. Based on this data, maximum populations are identified as follows:

Year	Primary Trade Area	Secondary Trade Area	Total Households
1999	1,704	1,090	2,794

Allowing for a uniform distribution of households within each income interval, the following estimates are made for the primary market area:

Income Interval		Eligible Interval		Eligible Proportion	Households	Eligible Households
$0	$15,000	$0	$15,000	100.00%	246	246
$15,000	$25,000	$15,000	$25,000	100.00%	504	504
$25,000	$35,000	$25,000	$31,000	60.00%	594	356
Total						1,107

This same calculation can be performed for the secondary trade area:

Income Interval		Eligible Interval		Eligible Proportion	Households	Eligible Households
$0	$15,000	$0	$15,000	100.00%	150	150
$15,000	$25,000	$15,000	$25,000	100.00%	326	326
$25,000	$35,000	$25,000	$31,000	60.00%	376	226
Total						702

Another way to configure these estimates is as follows:

Primary Trade Area	Secondary Trade Area	Total Eligible Households
1,107	702	1,808

VIII. Capture Analysis

The final step in the analysis is to compare the total demand with the existing inventory within the market and estimate a capture rate for the property. This allows for indication of whether or not the market is under or over supplied. An inventory of complexes within the primary and secondary market area is presented as follows:

Complex Name	Location	Type	Total Units	Units Vacant	Occupancy
State View	State Ave	Conversion	35	0	100.00%
Ridgeview	Ridge Ave	Conversion	43	0	100.00%
Former YMCA	State Ave.	Conversion	10	0	100.00%
Coraopolis Gardens	Pennsylvania	Garden	40	2	95.00%
State Manor	State Ave	Elevator	104	0	100.00%
Coraopolis Towers	First Ave	Elevator	200	0	100.00%
Total	NA	NA	432	2	99.54%

In evaluating this data it should be recognized that while supply addresses all levels of household income, the demand analysis imposes significant limitations. This does not, however impact the fair share analysis that is presented as follows:

MARKET ANALYSIS

Complex Name	Market Area	Total Units	Fair Share
Subject	Primary	69	13.77%
State View	Primary	35	6.99%
Ridgeview	Primary	43	8.58%
Former YMCA	Primary	10	2.00%
Coraopolis Gardens	Primary	40	7.98%
State Manor	Primary	104	20.76%
Coraopolis Towers	Primary	200	39.92%
Total	NA	501	100.00%

With regard to capture rate, PHFA guidelines suggest a calculation as follows:

	Subject Units	Qualifying Households	Factor
Primary Market Area	69	1,107	6.23%
Secondary Market Area	69	702	9.83%
Total Market Area	69	1,808	3.82%

As per section I-O of Exhibit E (Rental Housing Market Analysis Scope of Services), it is also necessary to address the impact which other LIHTC developments within the market area may have on the subject capture rate. In this instance, there is no impact as there are no other LIHTC projects within the primary market area.

A more conventional means of viewing demand would be through a penetration factor. This calculation would be as follows:

Penetration Factor

Qualifying Households	Existing Competition	Unsatisfied Demand	Subject Units	Penetration Factor
1,808	432	1,376	69	5.01%

As a general guide, the American Association of Housing for the Aged (AAHA) suggests that penetration factors below 2% are indicative of a strong market, while 2% to 8% delineates moderate demand and over 8% reflects a weak market. At 5.01%, the implication is for moderate demand.

IX. Absorption and Stabilized Occupancy

The stabilized occupancy of the property is based on discussions with the management of the subject and comparable subsidized properties. In estimating a stabilized occupancy level for the facility, local occupancy levels were reviewed. Comparable data from the primary market is summarized as follows:

Complex Name	Total Units	Units Vacant	Occupancy
State View	35	0	100.00%
Ridgeview	43	0	100.00%
Former YMCA	10	0	100.00%
Coraopolis Gardens	40	2	95.00%
State Manor	104	0	100.00%
Coraopolis Towers	200	0	100.00%
Total	432	2	99.54%

Recognizing that these figures represent current occupancy levels and don't necessarily reflect turnover, we project an average, stabilized and ongoing operating occupancy level of 97%. This equates to an annual vacancy and credit loss of 3%.

Annual turnover varies widely throughout the market and is a reflection of both property condition and tenant profile. Considering the historical performance of the subject, the anticipated condition upon renovation and the family-oriented profile of the residents, an annual turnover rate of 15% is expected.

X. Market Rent Analysis

The following table summarizes the average unit size and mix for that portion of the property with income limitations:

Unit Type	Units	Size
One-Bedroom	6	717
Two-Bedroom	16	1,039
Three-Bedroom	45	1,325
Four-Bedroom	2	1,559

MARKET ANALYSIS

In evaluating the market rent for the subject units, we surveyed several comparable properties located within the subject area. Each of the comparable properties was surveyed by telephone, an exterior inspection was made of each property, and an interior inspection when possible. It should be noted that not all of the property managers could facilitate an interior inspection and in fact offered varying levels of cooperation. The cooperation level and overall data quality have been ranked according to the following scales:

Data Quality Ranking

A. Properties which we have appraised.

B. Properties where all of the survey data issues have a "yes" response and a Cooperation Level of "good".

C. Properties where either floor plans or unit measurement have a "yes" response and a Cooperation Level of at least "fair".

D. Properties where one or less of the survey data issues have a "yes" response, but the Cooperation Level is at least "fair"

E. Properties where one or less of the survey data issues have a "yes" response and the Cooperation Level is "poor".

Cooperation Levels

Good - The property representative answers all survey questions in a complete manner.

Fair - The property representative answers most survey questions, but is reticent about some issues.

Poor - The property representative will not answer questions and it is necessary to pose as a potential tenant.

Within the General Characteristics category, adjustments are required for project type, unit size, number of bedrooms and balconies. These are addressed as follows:

- Project Type. This adjustment recognizes variations in appeal between units with private entrances and a greater degree of independence and those with interior halls and a lesser degree of independence. While the adjustment itself is somewhat subjective,

- Unit size. A size adjustment of $0.15 per square foot is applied only when the variation exceeds 50 square feet.

- Bedrooms: A review of the comparable data suggests that the premium for a two-bedroom unit over a one-bedroom unit is, on average, about 16%; this allows for approximately 150 square feet for the additional bedroom. While data for three-bedroom units is limited, the one indication we have suggests a proportionate premium roughly half of the one/two-bedroom adjustment, or 8%. Extrapolating this trend to the four bedroom unit suggests a proportionate adjustment of 4%.

- Balconies: An adjustment of $10 per month has been applied as indicated by properties surveyed in the Pittsburgh market.

With regard to equipment, adjustments were necessary for the absence or presence of the various line--items. These are addressed individually as follows:

- A/C: The adjustment here is based on an estimated cost of $600 for a window unit (for each bedroom) and a five year life. This suggests a cost of $10 per month for each bedroom.

- Pool/Rec: Thorn Run has a pool, a clubhouse and tennis courts, this is superior to the subject and a slight downward adjustment has been applied.

Other considerations include services (utilities), location, and condition. These are addressed as follows:

- Utilities: The adjustment for heat is based on a rate of $0.65 per square foot (this includes cooking heat), while the adjustment for power is based on a rate of $0.50 per square foot. In comparison, the developer's projected utility allowance is as follows:

Unit Type	# of Units	Size	Utility Allowance	Allowance/SF
One-Bedroom	8	675	$84	$1.49
Two-Bedroom	18	850	$119	$1.68
Three-Bedroom	48	1,100	$141	$1.54
Four-Bedroom	2	1,250	$164	$1.57

- Location Northrup Court and Thorn Run are located in Moon Township and require a significant downward adjustment for locational factors.

Conclusions

The rent indications by each comparable property were weighted on the basis of the magnitude of both gross and net adjustments. The following table presents a synopsis of the comparative rent indicators:

Unit Type	Comparable Range				Suggested Rent by Comparables	Suggested Rent Per Square Foot	Market Rent Conclusion
	Unadjusted		Adjusted				
One-Bedroom	$365	$580	$365	$445	$403	$0.56	$405
Two-Bedroom	$395	$685	$413	$601	$480	$0.46	$480
Three-Bedroom	$395	$800	$465	$849	$550	$0.42	$550
Four-Bedroom	$395	$800	$488	$893	$580	$0.37	$580

Estimates of Market Rent
by Comparison

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0332 (Exp. 06/30/91)

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Public reporting burden for this collection of information is estimated to average 24 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget Paperwork Reduction Project (2502-0331), Washington, D.C. 20503

1 Unit Type: One Bedroom	Subject: Graveton, Coraopolis, Allegheny, PA	StateVue, State Avenue, Coraopolis, Allegheny, PA		1 Ridgeview, Ridge Avenue, Coraopolis, Allegheny, PA		2 Former YMCA, State Avenue, Coraopolis, Allegheny, PA		3 Northrup, Fern Hollow Road, Moon, Allegheny, PA		4 Thorn Run, 700 Lee Drive, Moon, Allegheny, PA	
Characteristics	Data		Adjustments + -	Data	Adjustments + -	Data	Adjustments + -	Data	Adjustments + -	Data	Adjustments + -
3 Effective Date of Rental	2/10/2000	2/10/2000		2/10/2000		2/10/2000		2/10/2000		2/10/2000	
4 Type of Project/Stories	Townhouse	Converted School	10	Converted School	10	Walk-up	10	Ranch		Garden	
5 Floor of Unit in Building	First	All		All		All		First		All	
6 Project Occupancy	NA	100%		100%		100%		99%		99%	
7 Concessions	None	No		No		No		No		No	
8 Year Built	NA	Converted 1985		Converted 1979		NA		1985		1971	
9 Sq Ft. Area/weighted average	717	800	$12	750	$0 $0	700	$0 $0	550	$0 $25	750	$0 $0
10 Number of Bedrooms	One	One		One		One		One		One	
11 Number of Baths	One	One		One		One		One		One	
12 Number of Rooms	Three	Three		Three		Three		Three		Three	
13 Balc./Terrace/Patio	No	No		No		Common area		Patios	$10	Balconies	$10
14 Garage or Carport	No	No		No		No		No		No	
15 EQUIP a A/C	No	Yes	$10	Yes	$10	Yes	$10	Yes	$10	Yes	$10
b Range/Oven	Yes	Yes		Yes		Yes		Yes		Yes	
c Refrigerator	Yes	Yes		Yes		Yes		Yes		Yes	
d Disposal	No	Yes		Yes		Yes		Yes		Yes	
e Microwave	No	No		No		No		No		No	
f Dishwasher	No	No		No		Yes	$5	No		Yes	
g Washer/Dryer	Coin-operated	Similar		Similar		Similar		Similar		Similar	
h Carpet/Drapes	Carpet	Similar		Similar		Similar		Similar		Similar	
i Pool/Rec Area	No	Similar		Similar		Similar		Similar		Superior	$10
16 SERV a Heat	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
b Cook	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
c Electricity	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
d Water/Sew/Trash	Owner	Owner		Owner		Owner		Owner		Owner	
17 Storage	No	Yes		Similar		Similar		Similar		Similar	
18 Project location	Average	Similar		Similar		Similar		Superior	$150	Superior	$150
19 Condition/Appeal	Average	Similar		Similar		Similar		Similar		Similar	
20 Unit Rent Per Month	[illegible]	$385	[illegible]	$365	[illegible]	$450	[illegible]	$548	[illegible]	$580	[illegible]
21 Net Adjustment w/o Trend and Spec Adj	[illegible]	($12)	[illegible]	$0	[illegible]	($5)	[illegible]	($145)	[illegible]	($180)	[illegible]
22 Indicated Rent w/o Trend and Spec Adj	[illegible]	$383	[illegible]	$366	[illegible]	$445	[illegible]	$403	[illegible]	$400	[illegible]
23 Correlated Subject Rent	$403										

Note: In the adjustments column, enter dollar amounts by which subject property varies from comparable properties. If subject is better, enter a "Plus" amount and if subject is inferior to the comparable, enter a "Minus" amount. Use back of page to explain adjustments as needed.

Previous editions are obsolete

(Signature of Appraiser) (Date)

(Signature of Reviewer) (Date)

HUD-92273 (3/95)

Estimates of Market Rent by Comparison

U.S. Department of Housing and Urban Development Office of Housing

OMB Approval No. 2502-0332 (Exp. 06/30/95)

Facsimile by America* Capital Resource, Inc.

Public reporting burden for this collection of information is estimated to average 24 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget Paperwork Reduction Project (2502-0331), Washington, D.C. 20503.

1 Unit Type: Two-Bedroom	Subject: Groveton, Coraopolis, Allegheny, PA	1 StateVue, State Avenue, Coraopolis, Allegheny, PA		2 Ridgeview, Ridge Avenue, Coraopolis, Allegheny, PA		3 Former YMCA, State Avenue, Coraopolis, Allegheny, PA		4 Northrup, Fern Hollow Road, Moon, Allegheny, PA		5 Thorn Run, 700 Lee Drive, Moon, Allegheny, PA	
Characteristics	Data	Data	Adjustments - +	Data	Adjustments - +	Data	Adjustments - +	Data	Adjustments - +	Data	Adjustments - +
3 Effective Date of Rents	2/10/2000	2/10/2000		2/10/2000		2/10/2000		2/10/2000		2/10/2000	
4 Type of Project/Stories	Townhouse	Converted School	10	Converted School	10	Walk-up	10	Ranch		Garden	
5 Floor of Unit in Building	First	All		All		All		First		All	
6 Project Occupancy	NA	100%		100%		100%		99%		99%	
7 Concessions	None	No		No		No		No		No	
8 Year Built	NA	Converted 1985		Converted 1979		NA		1985		1971	
9 Sq Ft. Area/weighted average	1039	850	$0 28	850	$0 $28	800	$0 $38	830	$0 $31	850	$0 $28
10 Number of Bedrooms	Two	Two		Two		Two		Two		Two	
11 Number of Baths	One	One		One		One		One		One	
12 Number of Rooms	Four	Four		Four		Four		Four		Four	
13 Balc./Terrace/Patio	No	No		No		Common area		Patios	$10	Balconies	$10
14 Garage or Carport	No	No		No		No		No		No	
15 EQUIP a. A/C	No	Yes	$20	Yes	$20	Yes	$20	Yes	$20	Yes	$20
b. Range/Oven	Yes	Yes		Yes		Yes		Yes		Yes	
c. Refrigerator	Yes	Yes		Yes		Yes		Yes		Yes	
d. Disposal	No	Yes		Yes		Yes		Yes		Yes	
e. Microwave	No	No		No		No		No		No	
f. Dishwasher	No	No		No		Yes		No		Yes	
g. Washer/Dryer	Coin-operated	Similar		Similar		Similar		Similar		Similar	
h. Carpet/Drapes	Carpet	Similar		Similar		Similar		Similar		Similar	
i. Pool/Rec.Area	No	Similar		Similar		Similar		Similar		Superior	$10
16 SERV. a. Heat	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
b. Cook	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
c. Electricity	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
d. Water/Sew/Trash	Owner	Owner		Owner		Owner		Owner		Owner	
17 Storage	No	Yes		Yes		Similar		Similar		Similar	
18 Project location	Average	Similar		Similar		Similar		Superior	$150	Superior	$150
19 Condition/Appeal	Average	Similar		Similar		Similar		Similar		Similar	
20 Unit Rent Per Month	[illegible]	$395		$425		$575		$648		$685	
21 Net Adjustment w/o Trend and Spec. Adj.	[illegible]	[illegible]	$18	[illegible]	$18	[illegible]	$26	[illegible]	#####	[illegible]	#####
22 Indicated Rent w/o Trend and Spec Adj	[illegible]	$413		$443		$601		$499		$523	
23 Correlated Subject Rent	$480										

Note: In the adjustments column, enter dollar amounts by which subject property varies from comparable properties. If subject is better, enter a "Plus" amount and if subject is inferior to the comparable, enter a "Minus" amount. Use back of page to explain adjustments as needed.

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Previous editions are obsolete

HUD-92273 (3/95)

Estimates of Market Rent
by Comparison

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0332 (Exp. 06/30/98)
Facsimile by American Capital Resource, Inc

Public reporting burden for this collection of information is estimated to average 2.4 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget Paperwork Reduction Project (2502-0331), Washington, D.C. 20503.

1. Unit Type: Three-Bedroom	Subject	1 StateVue		2 Ridgeview		3 Former YMCA		4 Northrup		5 Thorn Run	
	Groveton Coraopolis, Allegheny, PA	State Avenue Coraopolis, Allegheny, PA		Ridge Avenue Coraopolis, Allegheny, PA		State Avenue Coraopolis, Allegheny, PA		Fern Hollow Road Moon, Allegheny, PA		700 Lee Drive Moon, Allegheny, PA	
Characteristics	Data	Data	Adjustments + / -	Data	Adjustments + / -	Data	Adjustments + / -	Data	Adjustments + / -	Data	Adjustments + / -
3. Effective Date of Rental	2/10/2000	2/10/2000		2/10/2000		2/10/2000		2/10/2000		2/10/2000	
4. Type of Project/Stories	Townhouse	Converted School	10	Converted School	*0	Walk-up	10	Ranch		Garden	
5. Floor of Unit in Building	First	All		All		All		First		All	
6. Project Occupancy	NA	*00%		100%		100%		99%		99%	
7. Concessions	None	No		No		No		No		No	
8. Year Built	NA	Converted 1985		Converted 1979		NA		1985		1971	
9. Sq Ft. Area/weighted average	*325	850	$0 49	850	$0 49	900	$0 64	830	$0 52	950	$0 56
10. Number of Bedrooms	Three	Two	$32	Two	$34	Three		Two	$52	Three	
11. Number of Baths	One	One		One		One		One		One	
12. Number of Rooms	Five	Four		Four		Five		Four		Five	
13. Balc./Terrace/Patio	No	No		No		Common area		Patios	$10	Balconies	$10
14. Garage or Carport	No	No		No		No		No		No	
15. EQUIP a AAC	No	Yes	$20	Yes	$20	Yes	$25	Yes	$20	Yes	$25
b Range/Oven	Yes	Yes		Yes		Yes		Yes		Yes	
c Refrigerator	Yes	Yes		Yes		Yes		Yes		Yes	
d Disposal	No	Yes		Yes		Yes		Yes		Yes	
e Microwave	No	No		No		No		No		No	
f Dishwasher	No	No		No		Yes		No		Yes	
g Washer/Dryer	Coin-operated	Similar		Similar		Similar		Similar		Similar	
h Carpet/Drapes	Carpet	Similar		Similar		Similar		Similar		Similar	
i Pool/Rec.Area	No	Similar		Similar		Similar		Similar		Superior	$10
16. SERV a Heat	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
b Cook	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
c Electricity	Tenant	Tenant		Tenant		Tenant		Tenant		Tenant	
d Water/Sew/Trash	Owner	Owner		Owner		Owner		Owner		Owner	
17. Storage	No	Yes		Yes		Similar		Similar		Similar	
18. Project location	Average	Similar		Similar		Similar		Superior	$150	Superior	$150
19. Condition/Appeal	Average	Similar		Similar		Similar		Similar		Similar	
20. Unit Rent Per Month	$550	$395		$425		$800		$848		$775	
21. Net Adjustment w/o Trend and Spec. Adj.		$70		$73		$49		$76		($139)	
22. Indicated Rent w/o Trend and Spec Adj.		$465		$498		$849		$572		$636	
23. Correlated Subject Rent	$550										

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HUD-92273 (3/95)

Estimates of Market Rent by Comparison

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0332 (Exp. 06/30/91)

Facsimile by American Capital Resource Inc

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1. Unit Type: Four-Bedroom	Subject: Groveton, Coraopolis, Allegheny, PA		1: StateVue, State Avenue, Coraopolis, Allegheny, PA		2: Ridgeview, Ridge Avenue, Coraopolis, Allegheny, PA		3: Former YMCA, State Avenue, Coraopolis, Allegheny, PA		4: Northrup, Fern Hollow Road, Moon, Allegheny, PA		5: Thorn Run, 700 Lee Drive, Moon, Allegheny, PA	
Characteristics	Data		Data	Adjustments - / +	Data	Adjustments - / +	Data	Adjustments - / +	Data	Adjustments - / +	Data	Adjustments - / +
3. Effective Date of Rental	2/10/2000		2/10/2000		2/10/2000		2/10/2000		2/10/2000		2/10/2000	
4. Type of Project/Stories	Townhouse		Converted School	10	Converted School	10	Walk-up	10	Ranch		Garden	
6. Floor of Unit in Building	First		All		All		All		First		All	
8. Project Occupancy	NA		100%		100%		100%		99%		99%	
7. Concessions	None		No		No		No		No		No	
8. Year Built	NA		Converted 1985		Converted 1979		NA		1985		1971	
9. Sq.Ft. Area/weighted average	1559		850	$3 54	850	$0 64	900	$0 76	830	$0 57	950	$0 69
10. Number of Bedrooms	Four		Two	$49	Two	$52	Three	$32	Two	$60	Three	$31
11. Number of Baths	One		One		One		One		One		One	
12. Number of Rooms	Five		Four		Four		Five		Four		Five	
13. Balc./Terrace/Patio	No		No		No		Common area		Patios	$10	Balconies	$10
14. Garage or Carport	No		No		No		No		No		No	
15. EQUIP. a. A/C	No		Yes	$20	Yes	$20	Yes	$25	Yes	$20	Yes	$25
b. Range/Oven	Yes		Yes		Yes		Yes		Yes		Yes	
c. Refrigerator	Yes		Yes		Yes		Yes		Yes		Yes	
d. Disposal	No		Yes		Yes		Yes		Yes		Yes	
e. Microwave	No		No		No		No		No		No	
f. Dishwasher	No		No		No		Yes		No		Yes	
g. Washer/Dryer	Coin-operated		Similar		Similar		Similar		Similar		Similar	
h. Carpet/Drapes	Carpet		Similar		Similar		Similar		Similar		Similar	
i. Pool/Rec.Area	No		Similar		Similar		Similar		Similar		Superior	$10
16. SERv. a. Heat	Tenant		Tenant		Tenant		Tenant		Tenant		Tenant	
b. Cook	Tenant		Tenant		Tenant		Tenant		Tenant		Tenant	
c. Electricity	Tenant		Tenant		Tenant		Tenant		Tenant		Tenant	
d. Water/Sew/Trash	Owner		Owner		Owner		Owner		Owner		Owner	
17. Storage	No		Yes		Yes		Similar		Similar		Similar	
18. Project location	Average		Similar		Similar		Similar		Superior	$150	Superior	$160
19. Condition/Appeal	Average		Similar		Similar		Similar		Similar		Similar	
20. Unit Rent Per Month	$680		$395		$425		$800		$648		$775	
21. Net Adjustment w/o Trend and Spec. Adj.				$93		$95		$93		($43)		($85)
22. Indicated Rent w/o Trend and Spec Adj.			$488		$521		$893		$605		$690	
23. Correlated Subject Rent	$680											

Note: In the adjustments column, enter dollar amounts by which subject property varies from comparable properties. If subject is better, enter a "Plus" amount and if subject is inferior to the comparable, enter a "Minus" amount. Use back of page to explain adjustments as needed.

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HUD-92273 (3/95)

Rent Comparable			
Building Name	State Vue		
Address	State Avenue	Location	Corapolis, Allegheny County, PA
Agent/Company	Helen-Property Manager	Survey Date	February 2, 2000
Phone Number	787-1352	Data Quality	D
Physical Data			
No. of Buildings	One	Total Units	35
Architecture	Converted School House	Year Built	Converted in 1985
Construction	Brick	Condition	
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	Yes	Disposal	No
Range	Yes	Washer/Dryer	No
Refrigerator	Yes	Window Covering	No
Dishwasher	No	Floor Covering	No
Microwave	No	Other	No
Services and Amenities			
Heat	Tenant	Pool	No
Power	Tenant	Tennis	No
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	No
Cable	Tenant	Club House	No
Trash Removal	Owner	Transportation	No
Storage	Yes, No Charge	Other	No
Occupancy Data			
Occupancy Rate	100.00%	Units Vacant	0

Leasing Data

Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH	23	520-800	$310-$395	$0.60	No
2-BR, 1-BTH	12	620-850	$350-$395	$0.56	No

Survey Data

Int. Inspection	No	Unit Measurement	Property Manager's Measurements
Floor Plans	No	Cooperation Level	Good

Rent Comparable			
Building Name	Ridgeview		
Address	Ridge Avenue	Location	Coraopolis
Agent/Company	Helen-Property Manager	Survey Date	February 1, 1999
Phone Number	787-1352	Data Quality	D
Physical Data			
No. of Buildings	One	Total Units	44
Architecture	Converted School House	Year Built	Converted in 1979
Construction	Brick	Condition	
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	Yes	Disposal	Yes
Range	Yes	Washer/Dryer	Yes
Refrigerator	Yes	Window Covering	No
Dishwasher	No	Floor Covering	Carpet
Microwave	No	Other	No
Services and Amenities			
Heat	Tenant	Pool	No
Power	Tenant	Tennis	No
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	No
Cable	Tenant	Club House	No
Trash Removal	Owner	Transportation	No
Storage	Yes, No Charge	Other	No
Occupancy Data			
Occupancy Rate	100.00%	Units Vacant	0

Leasing Data

Unit Type	# Units	Area (SF)	Rent/Mo	Rent/SF	Furnished
1-BR, 1-BTH	31	380-750	335-365	$0.79	No
2-BR, 1-BTH	12	700-850	$425	$0.46	No

Survey Data

Int. Inspection	No	Unit Measurement	Property Manager's measurements
Floor Plans	No	Cooperation Level	Good

Rent Comparable			
Building Name	Former YMCA		
Address	1010 State Avenue	Location	Coraopolis
Agent/Company	Joe Ellen Fore/Howard Hanna	Survey Date	February 2, 2000
Phone Number	765-4067	Data Quality	D
Physical Data			
No. of Buildings	Yes	Total Units	11
Architecture	Walk-up Conversation	Year Built	NA
Construction	Brick	Condition	Good
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	Yes	Disposal	Yes
Range	Yes	Washer/Dryer	Coin Operated
Refrigerator	Yes	Window Covering	No
Dishwasher	Yes	Floor Covering	Carpet
Microwave	No	Other	Common Area Balconies
Services and Amenities			
Heat	Tenant	Pool	No
Power	Tenant	Tennis	No
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	No
Cable	Tenant	Club House	No
Trash Removal	Owner	Transportation	No
Storage	No	Other	No
Occupancy Data			
Occupancy Rate	100.00%	Units Vacant	0

Leasing Data					
Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH	5	@ 600-700	$375-$450	$0.63	No
2-BR, 1-BTH	4	@700-800	$475-$575	$0.68	No
3-BR, 2-BTH	1	900 +	$800	$0.89	No

Survey Data			
Int. Inspection	No	Unit Measurement	No
Floor Plans	No	Cooperation Level	Good

Rent Comparable			
Building Name	Northrup Court		
Address	135 Fern Hollow	Location	Moon Township
Agent/Company	Stephanie	Survey Date	February 2, 2000
Phone Number	262-2955	Data Quality	A
Physical Data			
No. of Buildings	Multiple	Total Units	109
Architecture	Ranch	Year Built	1985
Construction	Wood Siding	Condition	Good
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	Yes	Disposal	Yes
Range	Yes	Washer/Dryer	Hook-ups
Refrigerator	Yes	Window Covering	No
Dishwasher	No	Floor Covering	Carpet
Microwave	No	Other	Patio
Services and Amenities			
Heat	Tenant	Pool	No
Power	Tenant	Tennis	No
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	No
Cable	Tenant	Club House	No
Trash Removal	Owner	Transportation	No
Storage	Yes	Other	No
Occupancy Data			
Occupancy Rate	98.17%	Units Vacant	1

Leasing Data

Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
Studio	10	270	$460	$1.70	Yes
1-BR, 1-BTH	77	550	$548	$1.00	No
2-BR, 1-BTH	17	830	$648	$0.78	No
2-BR, 2-BTH	4	830	$648	$0.78	No

Survey Data			
Int. Inspection	Yes	Unit Measurement	Yes
Floor Plans	Yes	Cooperation Level	Good

Rent Comparable			
Building Name	Thorn Run		
Address	600 Lee Drive	Location	Moon Township
Agent/Company	Amy Curran	Survey Date	February 2, 2000
Phone Number	264-8878	Data Quality	A
Physical Data			
No. of Buildings	12	Total Units	294
Architecture	Garden	Year Built	1971
Construction	Brick and Siding	Condition	Good
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	Yes	Disposal	Yes
Range	Yes	Washer/Dryer	Coin-Operated
Refrigerator	Yes	Window Covering	No
Dishwasher	Yes	Floor Covering	Carpet
Microwave	No	Other	Patios and Balconies
Services and Amenities			
Heat	Tenant	Pool	Yes
Power	Tenant	Tennis	Yes
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	Yes
Cable	Tenant	Club House	Yes
Trash Removal	Owner	Transportation	Airport Shuttle
Storage	Yes	Other	Sauna
Occupancy Data			
Occupancy Rate	98.30%	Units Vacant	5

Leasing Data

Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH	98	750	$580	$0.77	No
2-BR, 1-BTH	147	850	$685	$0.81	No
3-BR, 1-BTH	49	950	$775 (Special $735 Until March)	$0.82	No

Survey Data			
Int. Inspection	Yes	Unit Measurement	Yes
Floor Plans	Yes	Cooperation Level	Good

Rent Comparable					
Building Name	Coraopolis Gardens				
Address	981 Pennsylvania		Location	Coraopolis PA	
Agent/Company	Sam Piedro		Survey Date	February 10, 2000	
Phone Number	(724) 654-8659		Data Quality		
Physical Data					
No. of Buildings	5		Total Units	200	
Architecture	Garden		Year Built		
Construction	Brick		Condition		
Parking Type	Lot		Parking Charges		
Equipment					
Air Conditioning	No		Disposal	Yes	
Range	Yes		Washer/Dryer	No	
Refrigerator	Yes		Window Covering	No	
Dishwasher	No		Floor Covering	Carpet/Tile	
Microwave	No		Other		
Services and Amenities					
Heat	Tenant		Pool	No	
Power	Tenant		Tennis	No	
Water	Owner		Basketball	No	
Sewerage	Owner		Exercise Room	No	
Cable	Tenant		Club House	No	
Trash Removal	Owner		Transportation	No	
Storage	Yes		Other	No	
Occupancy Data					
Occupancy Rate	95.00%		Units Vacant	2	
Leasing Data					
Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH	8	NA	$655		No
2-BR, 1-BTH	32	NA	$655		No
Survey Data					
Int. Inspection			Unit Measurement		
Floor Plans			Cooperation Level		

Rent Comparable					
Building Name	Coraopolis Towers				
Address	951 First Avenue		Location	PA	
Agent/Company			Survey Date	January 14, 2000	
Phone Number	262-5522		Data Quality		
Physical Data					
No. of Buildings			Total Units	200	
Architecture	Elevator		Year Built		
Construction			Condition		
Parking Type	Surface		Parking Charges		
Equipment					
Air Conditioning	Yes		Disposal	Yes	
Range	Yes		Washer/Dryer	Coin- Operated	
Refrigerator	Yes		Window Covering	Surface	
Dishwasher	No		Floor Covering	Carpet	
Microwave	No		Other	Balconies	
Services and Amenities					
Heat	Owner		Pool	No	
Power	Owner		Tennis	No	
Water	Owner		Basketball	No Arts Crafts	
Sewerage	Owner		Exercise Room	No	
Cable	Tenant		Club House	No Community Room	
Trash Removal	Owner		Transportation	No	
Storage	No		Other	No Library, Kitchen, Dining	
Occupancy Data					
Occupancy Rate	98.17%		Units Vacant	1	
Leasing Data					
Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH					No
2-BR, 1-BTH					No
Survey Data					
Int. Inspection			Unit Measurement		
Floor Plans			Cooperation Level		

Rent Comparable			
Building Name	State Manor		
Address	1020 State Avenue	Location	PA
Agent/Company	NA	Survey Date	February 1, 2000
Phone Number	262-3012	Data Quality	A
Physical Data			
No of Buildings	One	Total Units	104
Architecture	Ten Elevator	Year Built	1974
Construction	Class C	Condition	Good
Parking Type	Surface	Parking Charges	No
Equipment			
Air Conditioning	No	Disposal	No
Range	Yes	Washer/Dryer	Coin
Refrigerator	Yes	Window Covering	No
Dishwasher	No	Floor Covering	Carpet
Microwave	No	Other	No
Services and Amenities			
Heat	Owner	Pool	No
Power	Owner	Tennis	No
Water	Owner	Basketball	No
Sewerage	Owner	Exercise Room	No
Cable	Tenant	Club House	No
Trash Removal	Owner	Transportation	No
Storage	No	Other	No
Occupancy Data			
Occupancy Rate	100.00%	Units Vacant	0

Leasing Data

Unit Type	# Units	Area (SF)	Rent/Mo.	Rent/SF	Furnished
1-BR, 1-BTH	88	508-523	N/A		No
2-BR, 1-BTH	16	682	N/A		No

Survey Data

Int. Inspection	Yes	Unit Measurement	Yes
Floor Plans	Yes	Cooperation Level	Good

DISPLAY THIS CERTIFICATE PROMINENTLY ✓ NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
P.O. BOX 2649, Harrisburg, PA 17105-2649

BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS
DEPARTMENT OF STATE

Classification

GENERAL APPRAISER

Certificate Number	Certification Date	Issued	Expires
GA-000067-L	JUL 01 1991	JUL 01 1999	JUN 30 2001

Issued To:

Mark R. Shonberg
Signature

Dorothy Childress
Commissioner of Professional and Occupational Affairs

MARK ROBERT SHONBERG
4701 BAPTIST ROAD
SUITE 304
PITTSBURGH PA 15227

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.A. 4911

APPRAISER QUALIFICATIONS

Mark R. Shonberg, MAI

POSITION

- Vice President; Barone, Murtha, Shonberg & Associates, Inc.

EDUCATION

- Graduate of University of Pittsburgh; Bachelor of Science, School of Arts and Sciences

STATE CERTIFICATIONS

▸ Pennsylvania:	
Appraisal:	Certificate No. GA-000067-L
Brokerage:	Certificate No. AB-051396-L
▸ Maryland:	Certificate No. 04-010230
▸ New York:	Certificate No. 46000020662
▸ Ohio:	Certificate No. 394700
▸ Virginia:	Certificate No. 4001 002081
▸ West Virginia:	Certificate No. 135

PROFESSIONAL AFFILIATIONS AND SERVICE

▸ Appraisal Institute (Active):	Admission & Review Committee Chair, 1991-93 National Publications Committee, 1994-96, 1998 Regional Review Committee Chair, 1995-97 National Publication Review Panel Chair, 1999
▸ AIMR (Active):	CFA Candidate 1997-Present
▸ Urban Land Institute (Inactive):	Pittsburgh Chapter Steering Committee, 1994-96
▸ NCREIF (Inactive):	Debt Valuation Subcommittee, 1997-1998

EXPERIENCE

Over the last fourteen years Mr. Shonberg has performed a wide variety of appraisals addressing a diverse spectrum of property types and for varying purposes. The majority of work has been for finance and asset management, although a significant portion has been oriented toward tax appeal, divorce and bankruptcy issues; Mr. Shonberg has qualified as an expert witness before the courts for all of these proceedings. Areas of specific expertise include retail, health care, and subsidized multi-family properties.

APPRAISER QUALIFICATIONS

Trent R. Niederberger

POSITION

- Assistant to the Appraiser; Barone, Murtha, Shonberg & Associates, Inc.

EDUCATION

- Graduate of Ohio University; Bachelor of Arts, School of Arts and Sciences
- Graduate of Kent State University; Master of Arts, School of Arts and Sciences

COURSE WORK

- Appraisal Institute; USPAP C
- Appraisal Institute; Procedures 120
- Appraisal Institute; Argus Seminar

EXPERIENCE

Mr. Niederberger works with Mark Shonberg, MAI, performing a wide variety of appraisal tasks including: tax history research, area data research and preparation, site and improvement data preparation, market trend studies, comparable sales and rent research and verification, cost analysis, and general support work for all other phases of the appraisal process. Mr. Niederberger is in the process of accumulating the education and work experience necessary for state certification and Appraisal Institute candidacy.

PARTIAL CLIENT LIST

Corporate

ALCOA
Allegheny General Hospital
Bell Atlantic
Chrysler Corporation
Crossgates, Inc.
Elias Brothers
Exxon Corporation
Fore Systems
Glimcher Group
Greyhound
J. J. Gumberg Company
Kossman Development
H. J. Heinz Company
Hoss's Steak & Sea House
Marriott Corporation
McDonald's Corporation
Mobil Oil Corporation
People's Natural Gas Co.
Regional Industrial Development Corp
RTA Group
Sun Oil Company
U S X
Wal-Mart Stores, Inc.

Financial Services Groups

Amresco
BONZ/REA
CitiCorp
Heller Financial
Holiday Fenoglio Fowler
L.J. Melody & Co.
Lane, Noland Smith & Co., Inc.
Legg Mason Real Estate Services
Nomura
Patrician

Institutional

Allstate Insurance Company
Columbia Life Insurance Co.
Connecticut Mutual Insurance Company
Manulife Financial
Ohio National Life Insurance Company
Pennsylvania State Employee Retirement Systems
State Farm

Banks

Bank of America
Bank of New York
BancOne
Bankers Trust
Community Savings Bank
Dollar Savings Bank
First Maryland
First National Bank & Trust of Washington
First Union
First Western Bank, N.A.
KeyBank
Mellon Bank, N.A.
National City Bank
NationsBank
Ocwen Federal
PNC Bank, N.A.
S & T Bank

Government

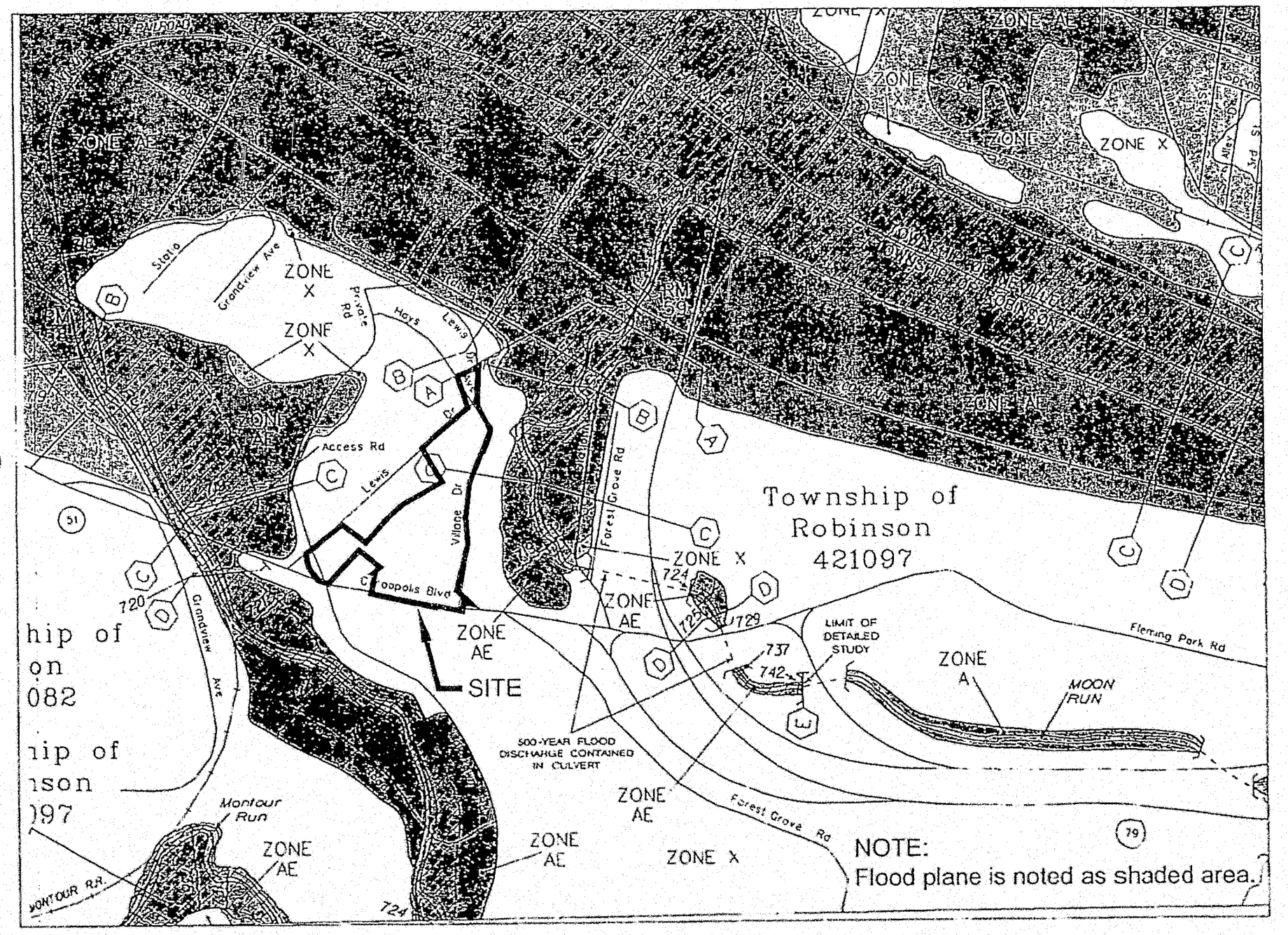
Department of H U D.
Federal Aviation Administration
Pennsylvania Department of Transportation
Pennsylvania Housing Finance Agency
United States Department of the Interior
United States Postal Service
Urban Redevelopment Authority of Pittsburgh

Rental Market Assessment

Not applicable.

Schematic Plans

OVERSIZED DOCUMENT(S)



Perfido Weiskopf Architects

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Pittsburgh, Pennsylvania 15219-1301
(412) 391-2884
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Electrical Engineer:
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Landscape Architects:
Fahringer, McCarty, Grey, Inc.

PWA Project No. 20002.01	sht
Nov. 28, 2000	Tax Credit Application

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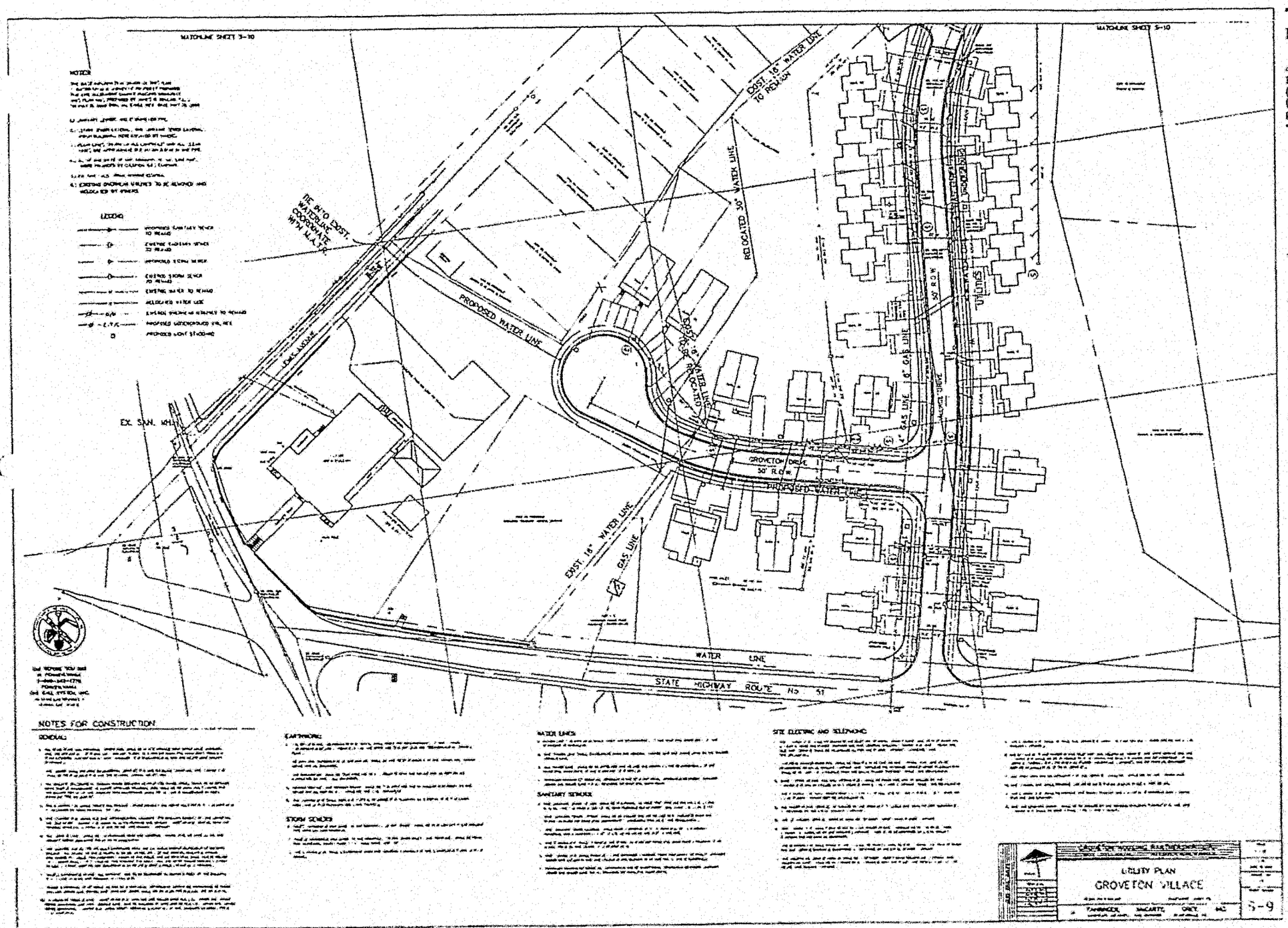
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

Flood Map

A-00.1



NOTES FOR CONSTRUCTION

GENERAL

EARTHWORK

STORM SEWERS

WATER LINES

SANITARY SEWERS

SITE ELECTRIC AND TELEPHONE

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Nov. 28, 2000 Tax Credit Application

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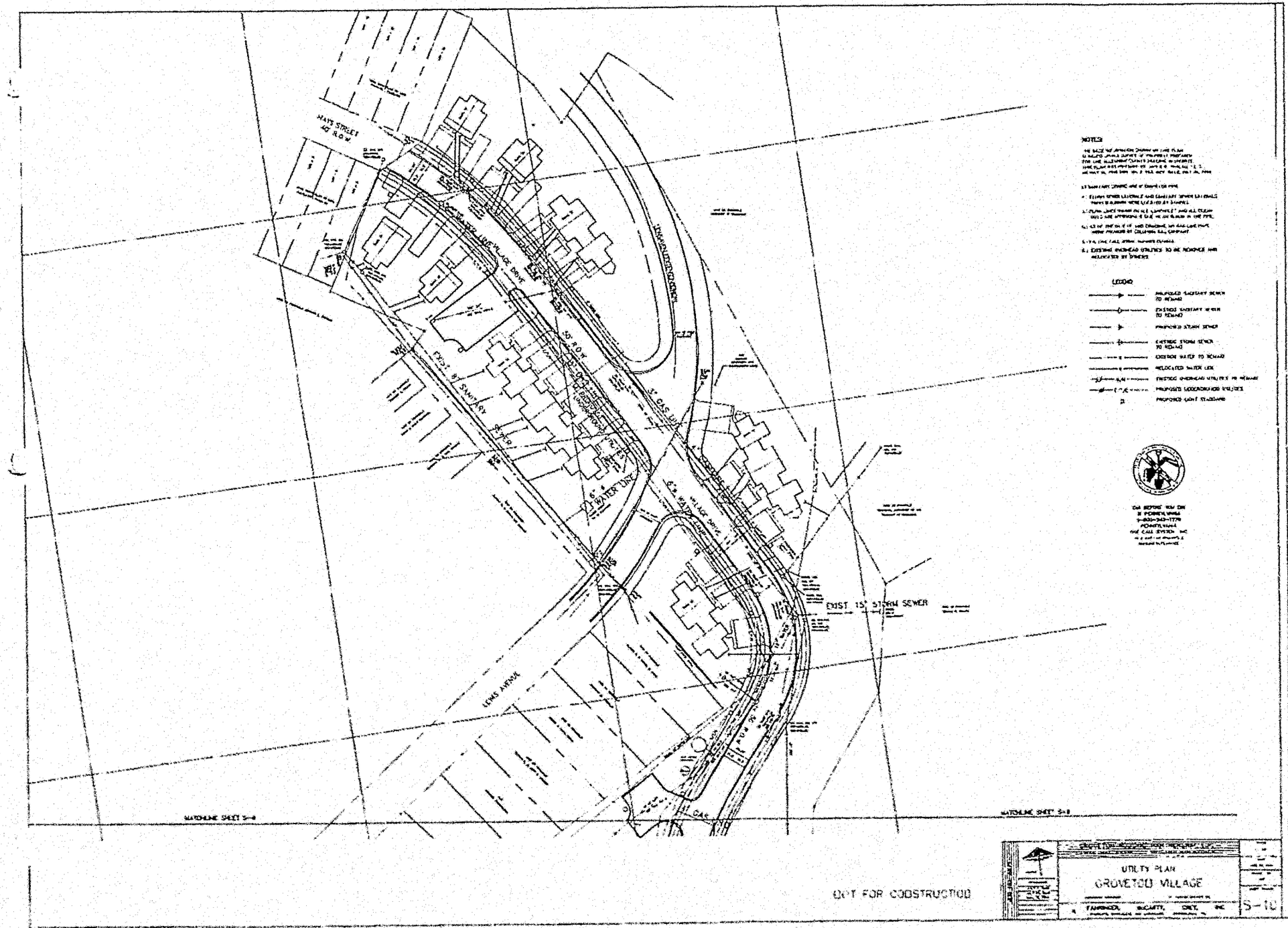
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

Site Plan-Part A

A-01



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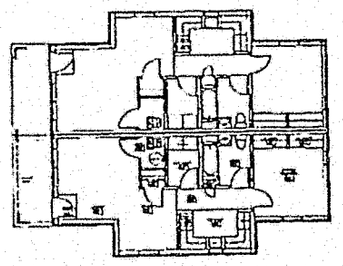
Groveton Village

Village Drive
Robinson Township, Pennsylvania

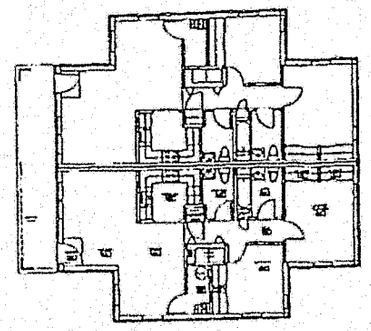
Groveton Housing Partnership, L.P.

Site Plan-Part B

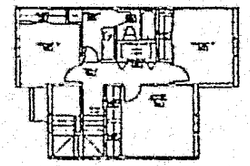
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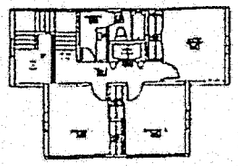


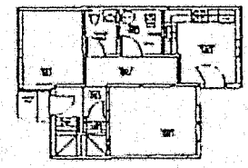
UNIT A-a: 724 s.f.
6 Units in 3 Duplex Buildings = 1,448 s.f.

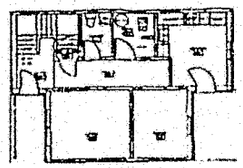


UNIT B-a: 1,000 s.f.
2 Units in 1 Duplex Building = 2,000 s.f.

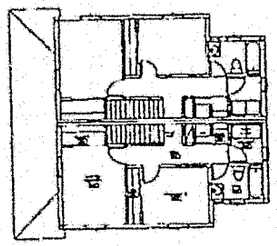


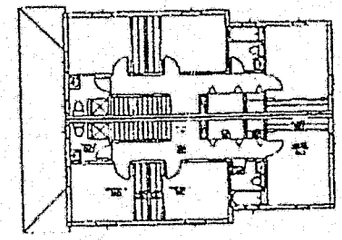


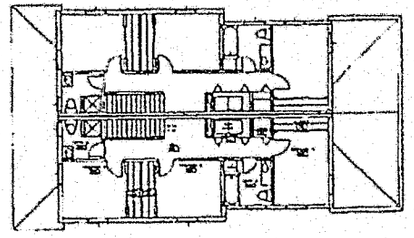


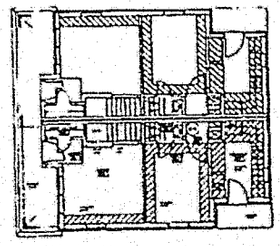


UNITS E: 1,362 s.f. (UNIT F: 1,337 s.f.)
20 Units in 7 Townhouse Buildings

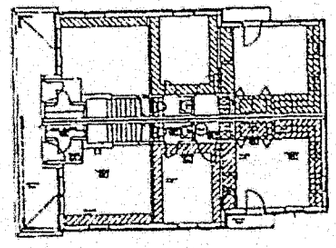




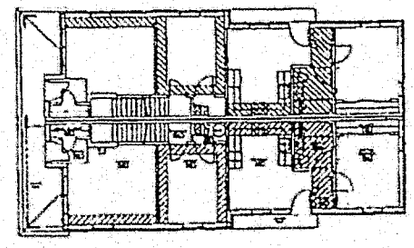




UNIT B: 1,044 total s.f.
14 Units in 7 Duplex Buildings = 2,088 s.f.



UNIT C: 1,396 total s.f.
10 Units in 5 Duplex Buildings = 2,792 s.f.



UNIT D: 1,575 total s.f.
2 Units in 1 Duplex Building = 3,150 s.f.

Perfido Weiskopf Architects

408 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219-1301
(412) 391-2884
(412) 391-1657 Fax
pwa@pwapgh.com

NOT FOR CONSTRUCTION

Structural Engineer:
Watson Engineers

Mechanical Engineer:
Arthur C. Schock Engineers

Electrical Engineer:
Carl J. Long & Associates

Landscape Architect:
Fahringer, McCarty, Grey, Inc.

PWA Project No: 20002.00	? sh
October 10, 2000	CD Preliminar
Nov. 23, 2000	Tax Credit Applicatio

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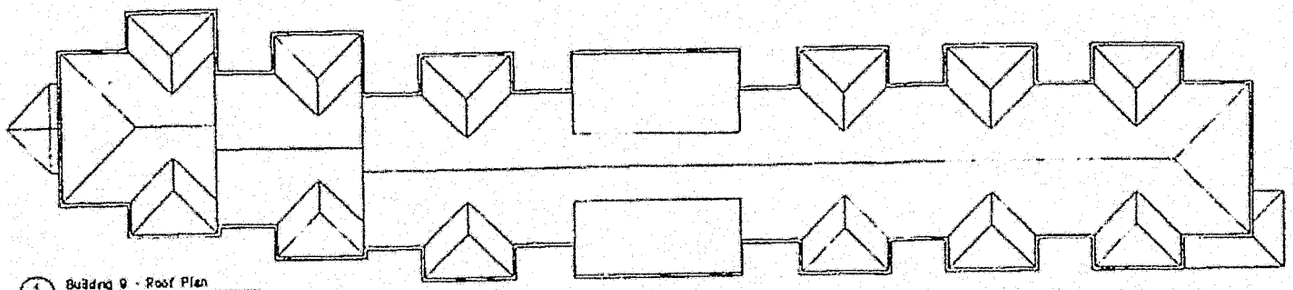
Groveton Village

Village Drive
Robinson Township, Pennsylvania

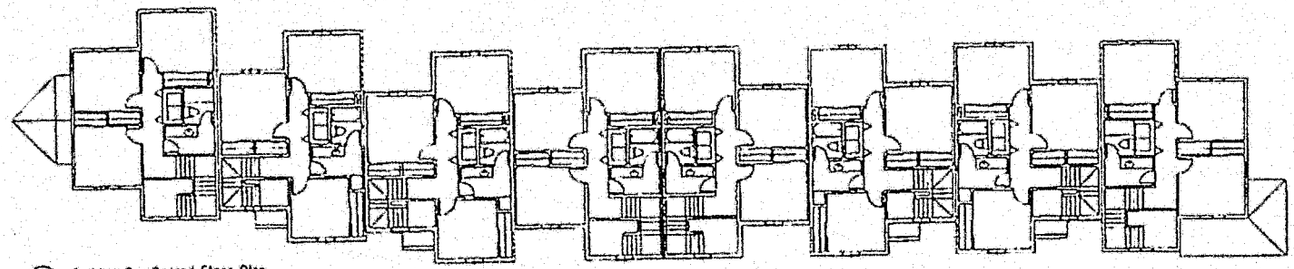
Groveton Housing Partnership, L.P.

Summary of Unit Types

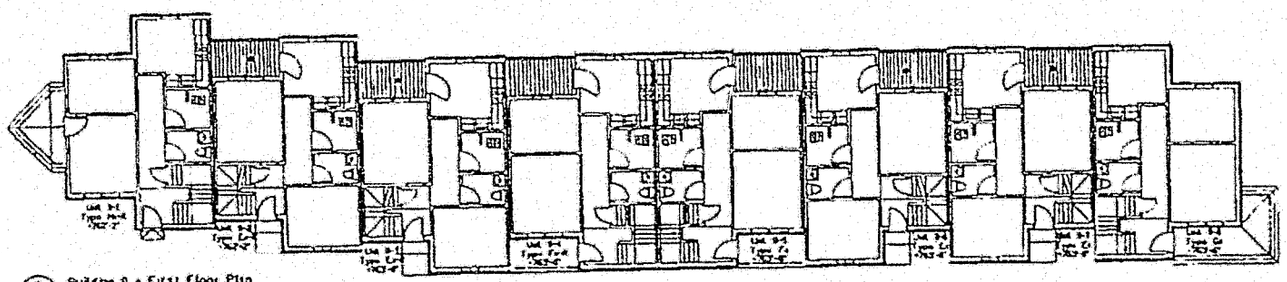
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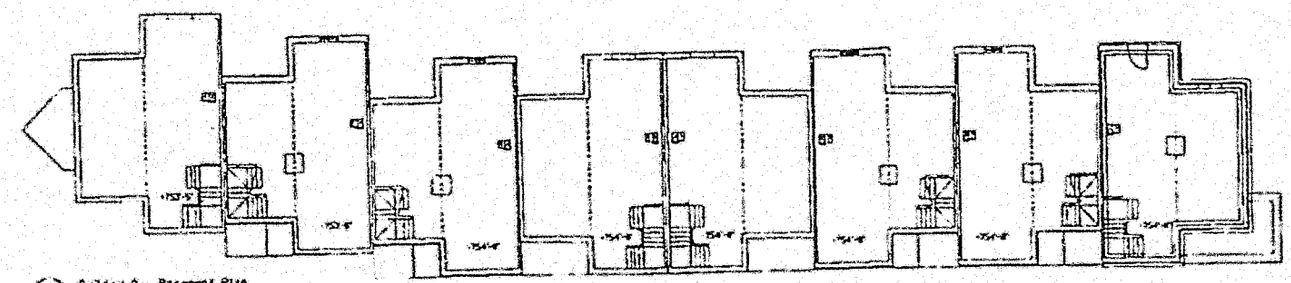
Building 9 - Roof Plan



Building 9 - Second Floor Plan



Building 9 - First Floor Plan



Building 9 - Basement Plan

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Nov 28, 2000	Tax Credit Application

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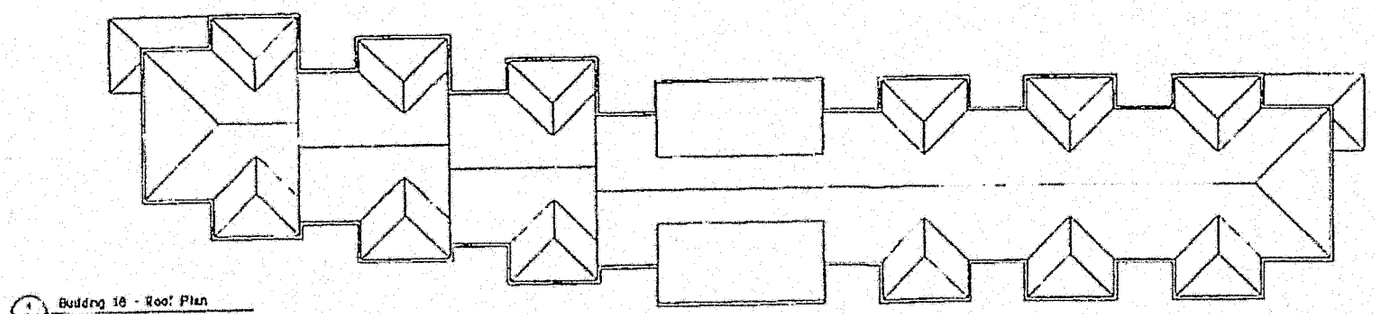
Groveton Village

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Robinson Township, Pennsylvania

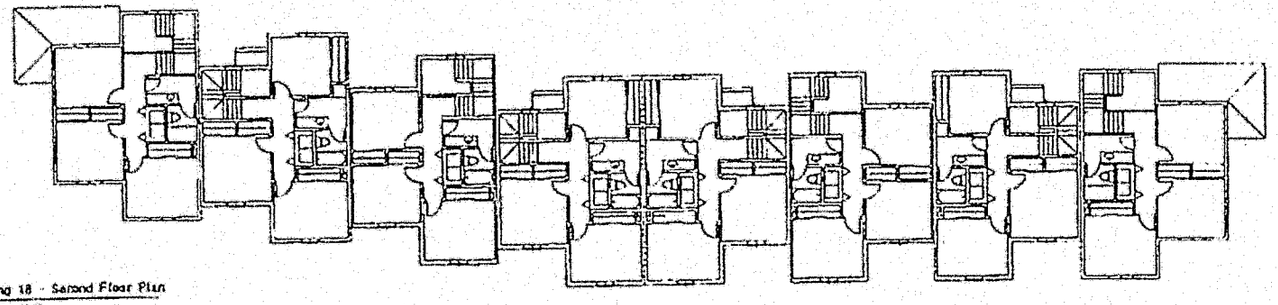
Groveton Housing Partnership, L.P.

Townhouse Plans
Building 9

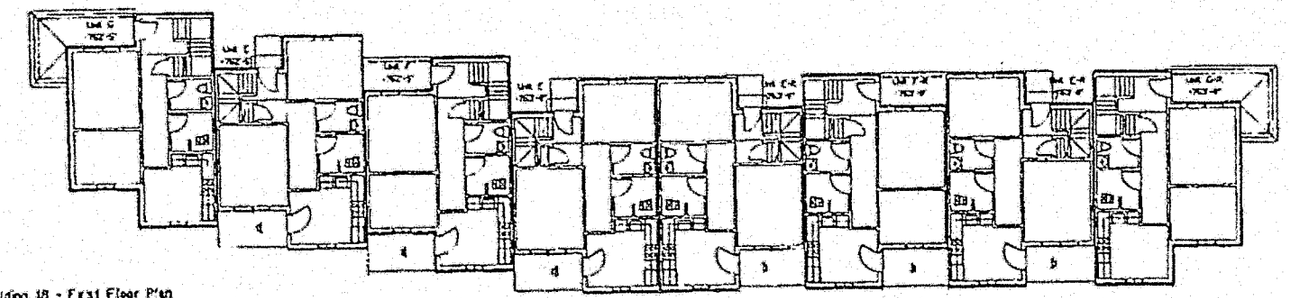
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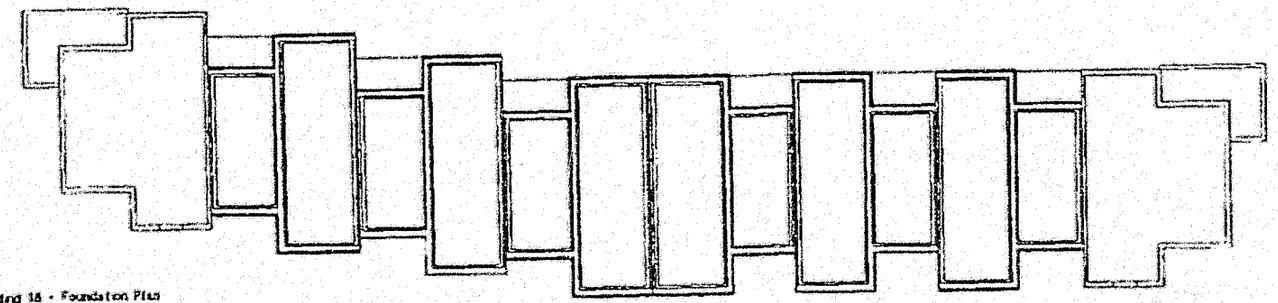
Building 18 - Roof Plan



Building 18 - Second Floor Plan



Building 18 - First Floor Plan



Building 18 - Foundation Plan

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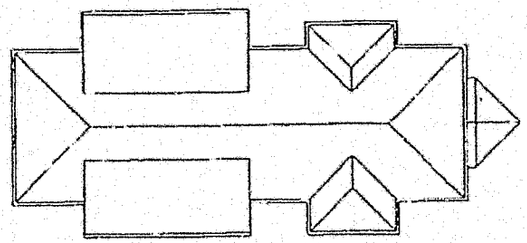
Groveton Village

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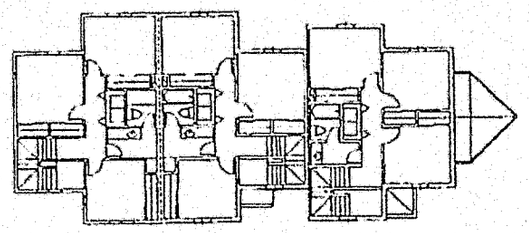
Groveton Housing Partnership, L.P.

Townhouse Plans
Building 18

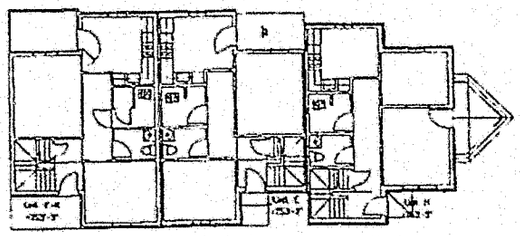
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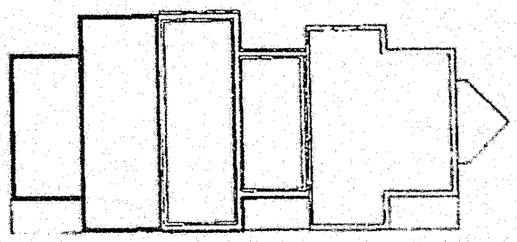
Building 11 - Roof Plan



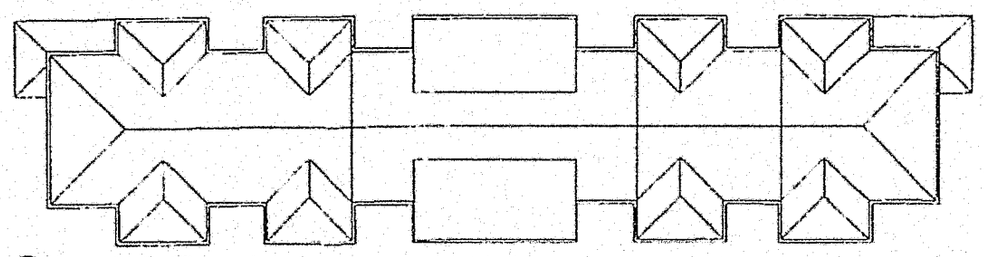
Building 11 - Second Floor Plan



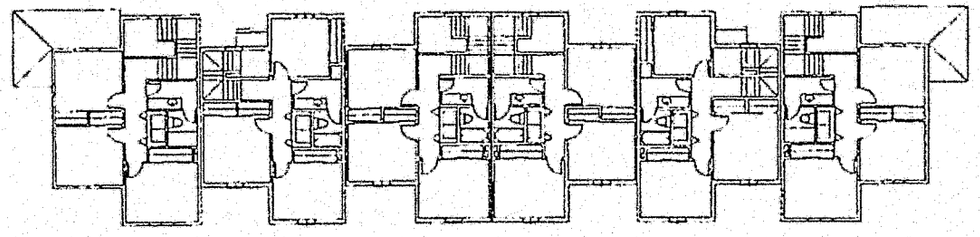
Building 11 - First Floor Plan



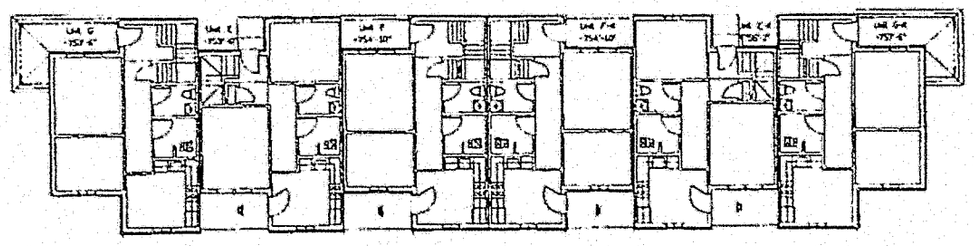
Building 11 - Foundation Plan



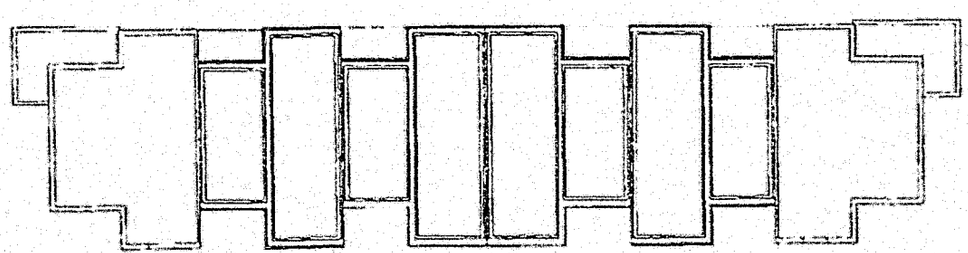
Building 16 - Roof Plan



Building 16 - Second Floor Plan



Building 16 - First Floor Plan



Building 16 - Foundation Plan

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Nov 28, 2000	Tax Credit Application

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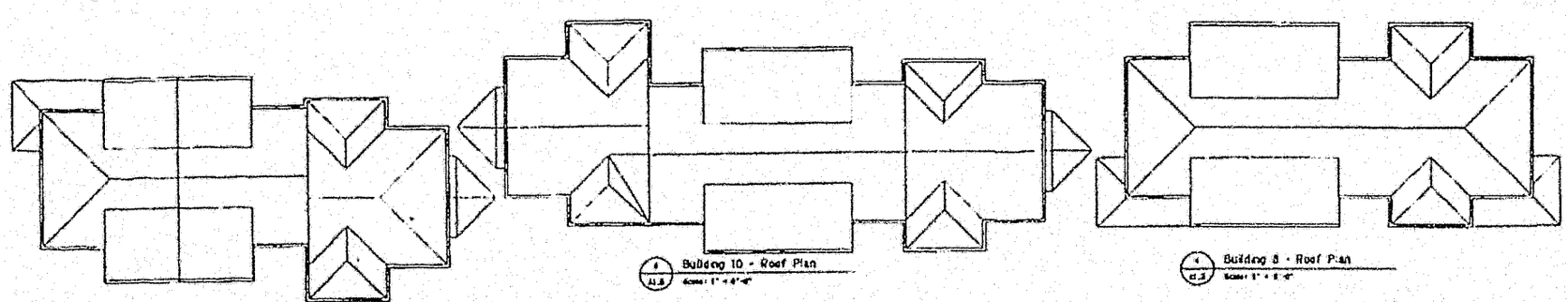
Groveton Village

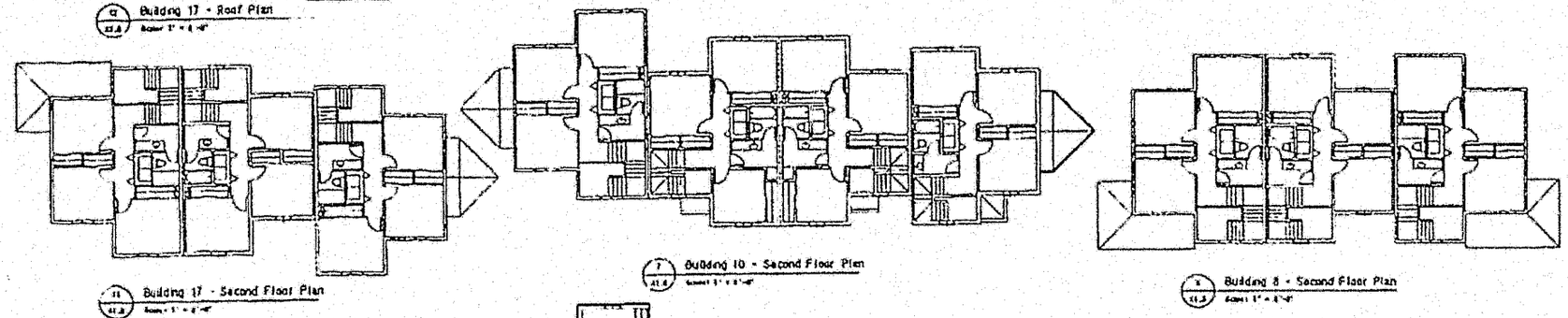
Village Drive
Robinson Township Pennsylvania

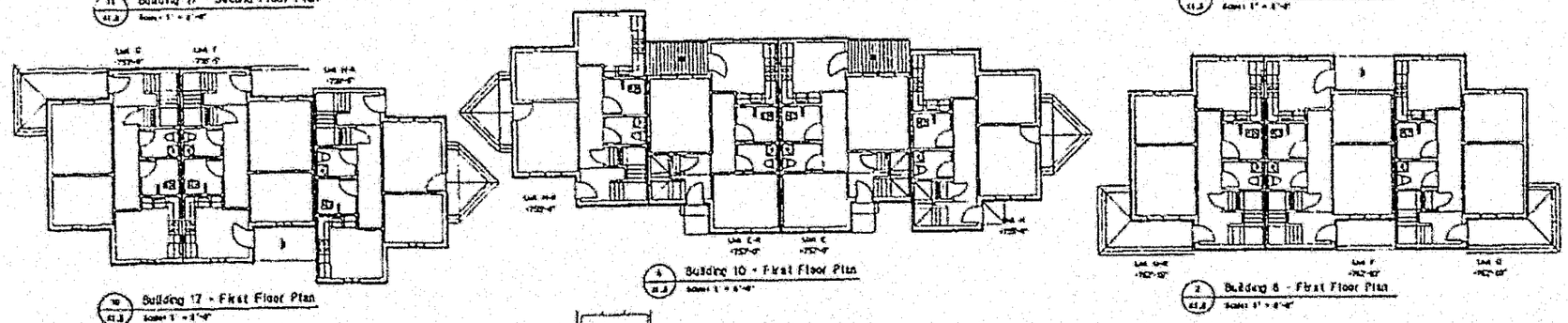
Groveton Housing Partnership, L.P.

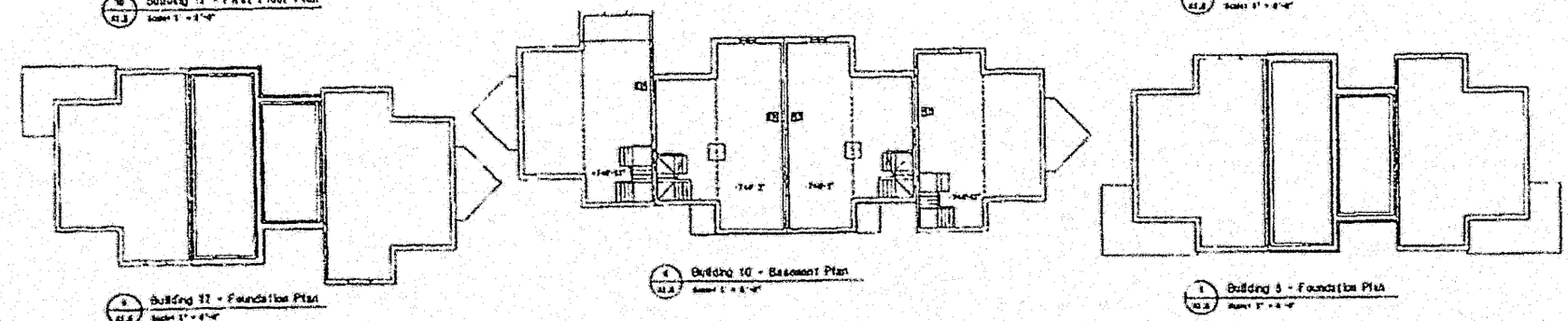
Townhouse Plans
Building 11 & 16

A1.4









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(412) 391-2884
(412) 391-1657 Fax
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Watson Engineers

Mechanical Engineer:
Arthur C. Schock Engineers

Electrical Engineer:
Carl J. Long & Associates

Landscape Architect:
Fahringer, McCarty, Grey, Inc

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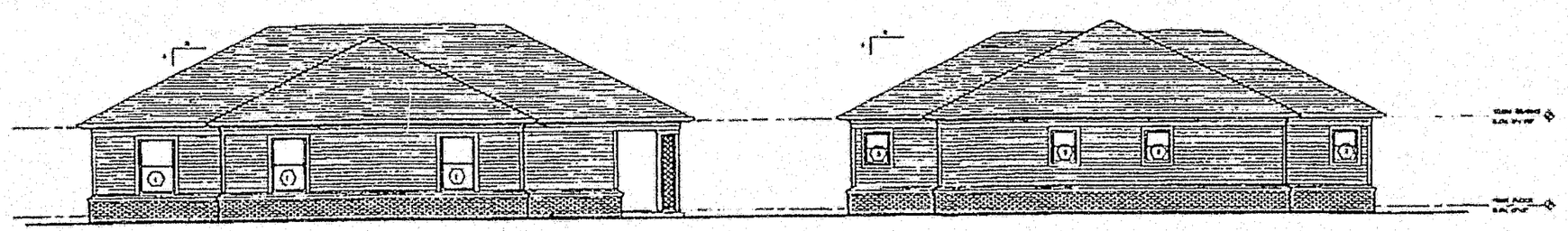
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

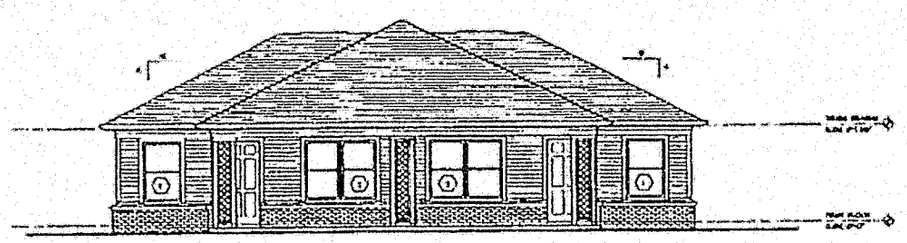
Townhouse Plans
Buildings 8, 10, & 17

A1.5

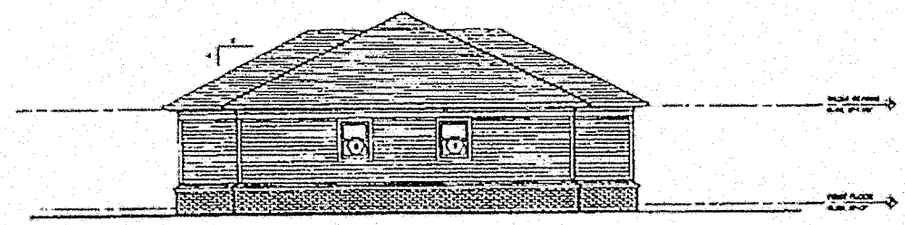


Unit B-a & y - Side Elevation

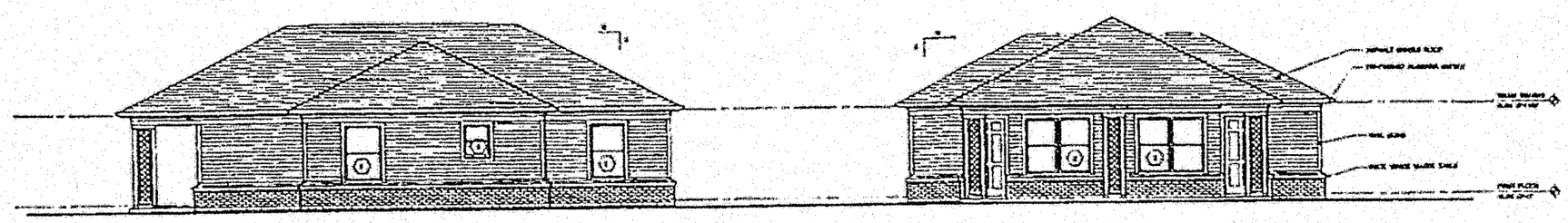
Unit B-a & y - Rear Elevation



Unit B-a & y - Front Elevation



Unit A-a & y - Rear Elevation



Unit A-a & y - Side Elevation

Unit A-a & y - Front Elevation

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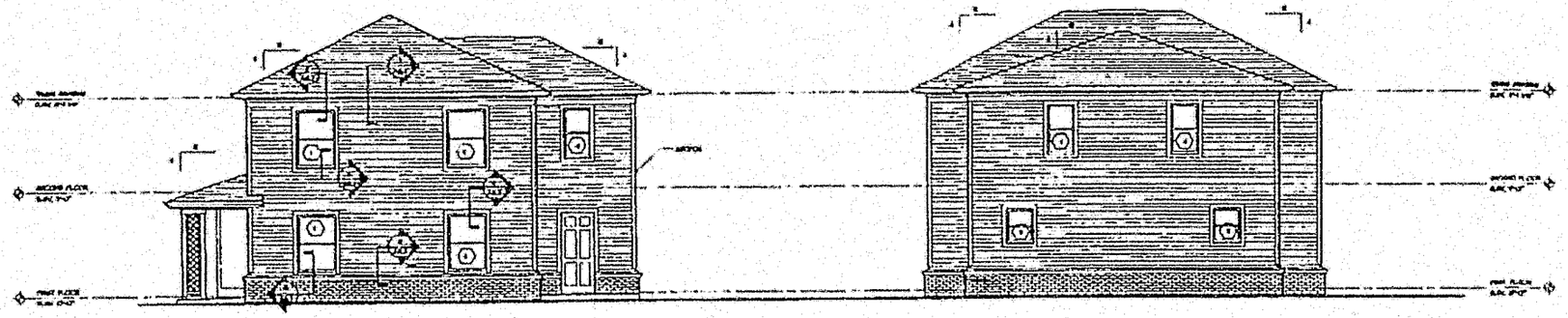
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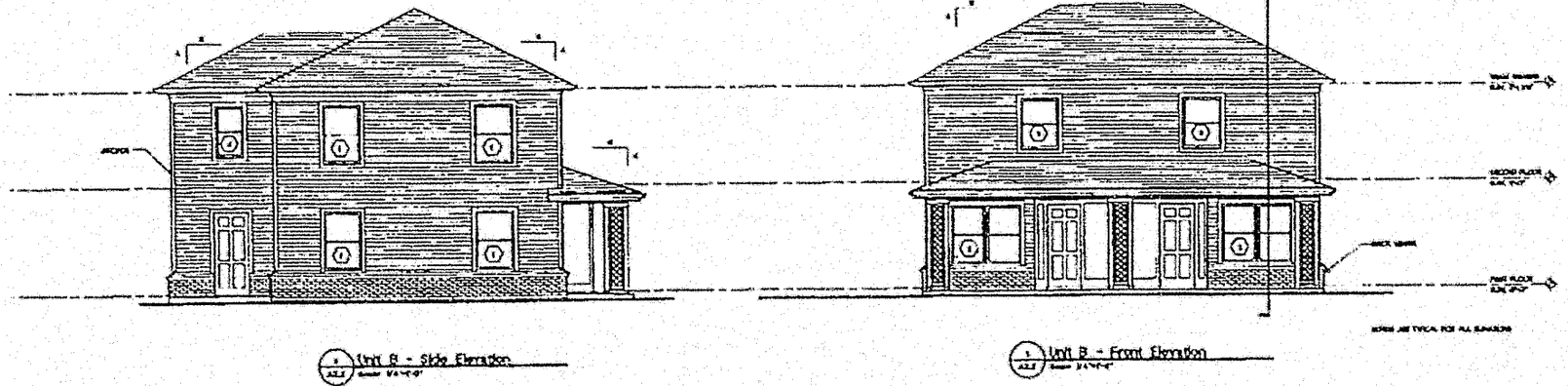
Elevations
Units Aa & Ba

A2.1



Unit B - Side Elevation

Unit B - Rear Elevation



Unit B - Side Elevation

Unit B - Front Elevation

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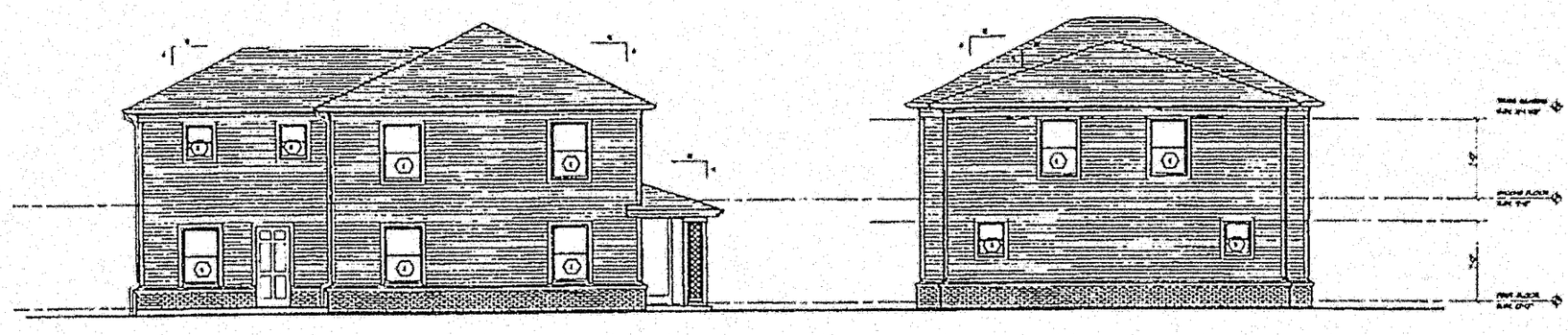
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

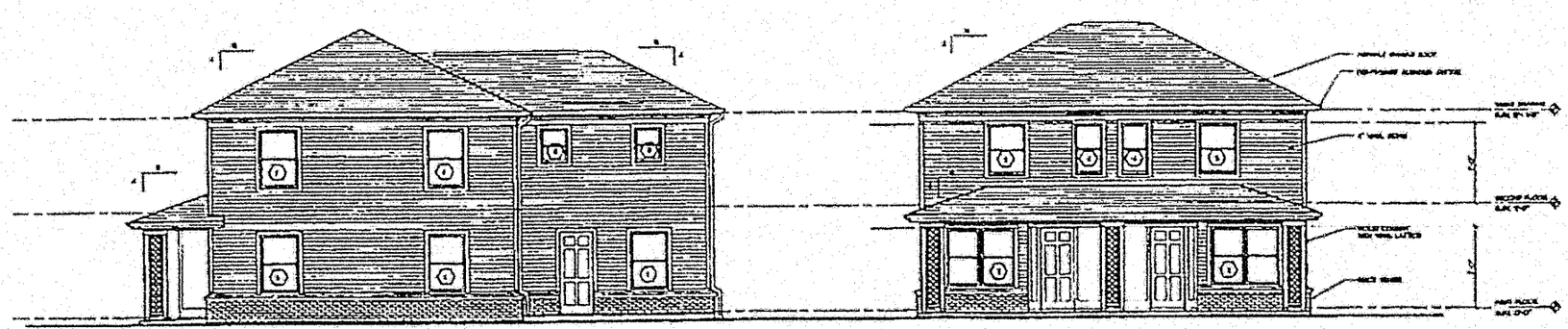
Elevations
Unit B

A2.2



Unit C - Side Elevation

Unit C - Rear Elevation



Unit C - Side Elevation

Unit C - Front Elevation

Unit C - Side Elevation

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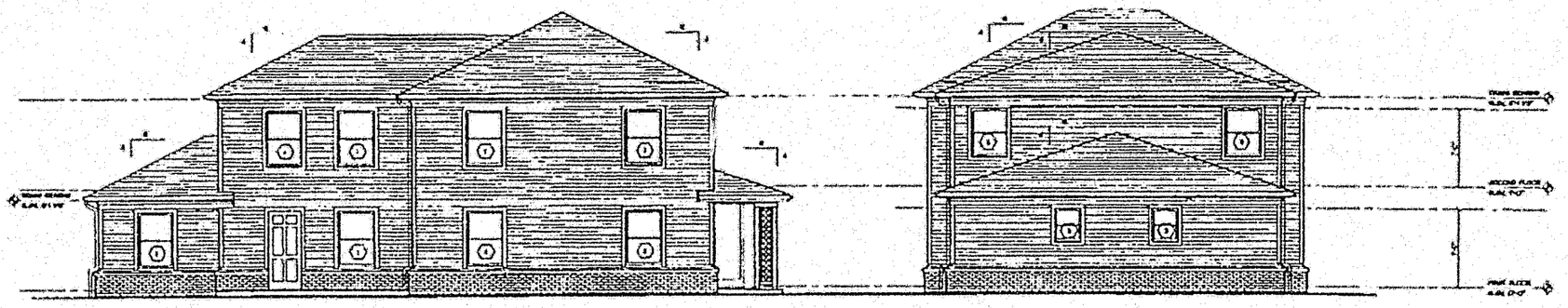
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

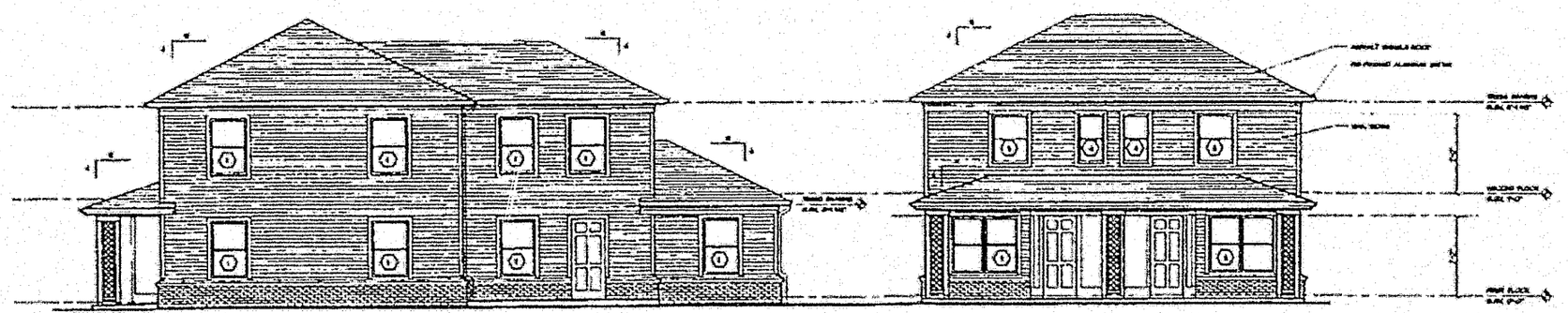
Elevations
Unit C

A2.3



Unit D - Side Elevation

Unit D - Rear Elevation



Unit D - Side Elevation

Unit D - Front Elevation

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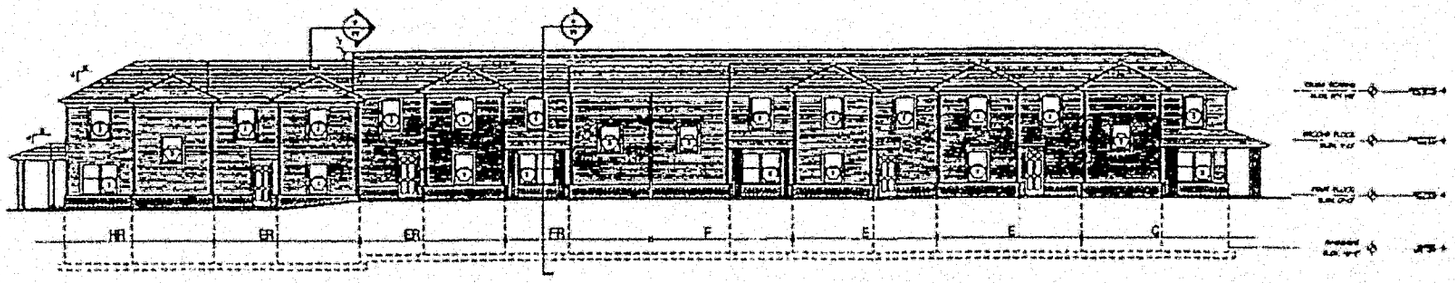
Groveton Village

Village Drive
Robinson Township, Pennsylvania

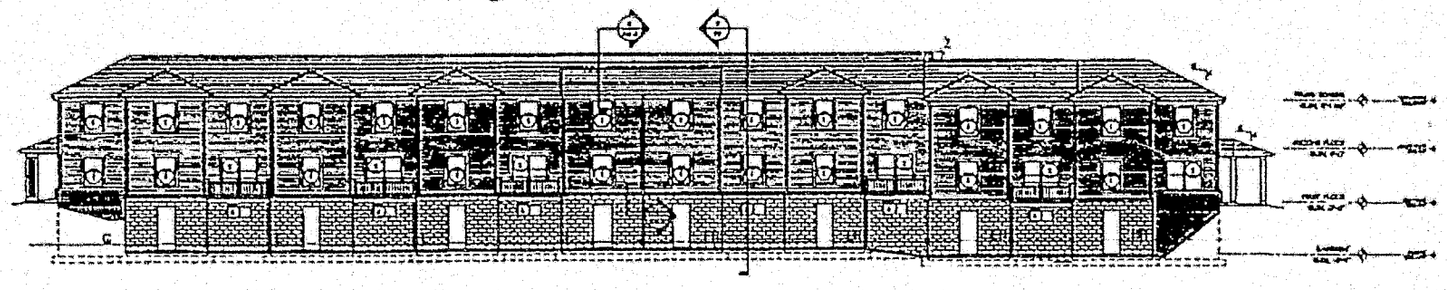
Groveton Housing Partnership, L.P.

Elevations
Unit D

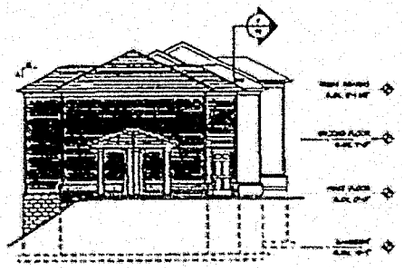
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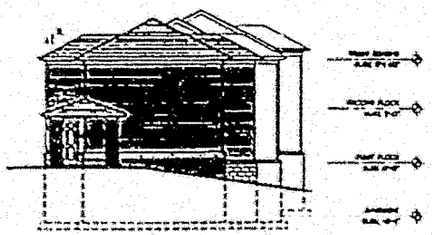
Townhouse Bldg 9 - Front Elevation



Townhouse Bldg 9 - Rear Elevation



Townhouse Bldg 9 - Side Elevation



Townhouse Bldg 9 - Side Elevation

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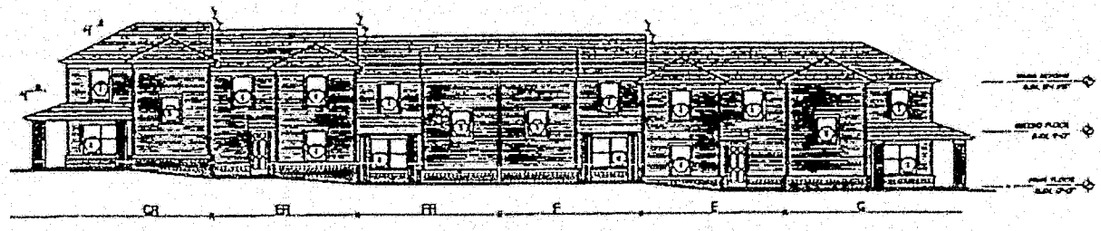
Groveton Village

Village Drive
Robinson Township, Pennsylvania

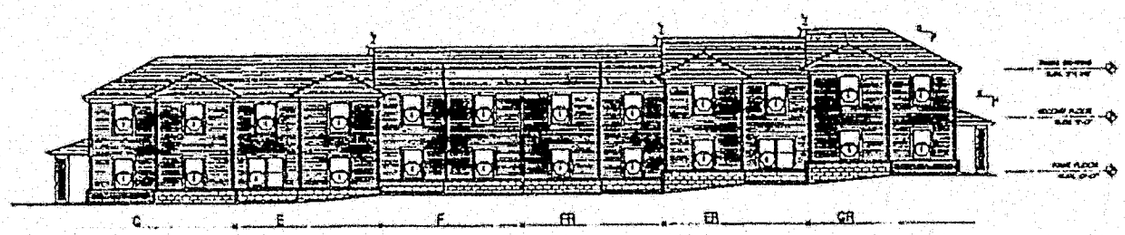
Groveton Housing Partnership, L.P.

Building 9 Elevations

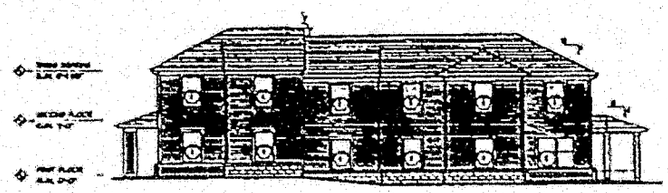
A2.6



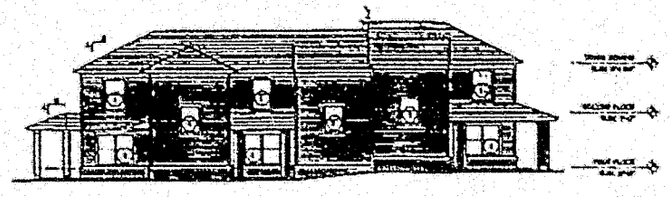
Townhouse Bldg 16 - Front Elevation



Townhouse Bldg 16 - Rear Elevation



Townhouse Bldg 17 - Rear Elevation



Townhouse Bldg 17 - Front Elevation

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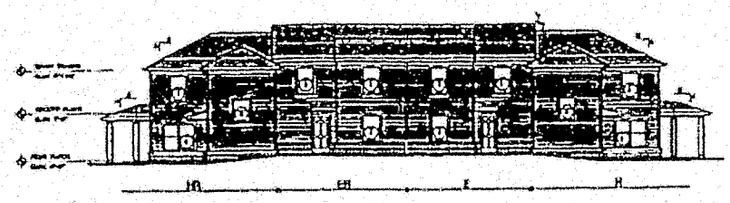
Groveton Village

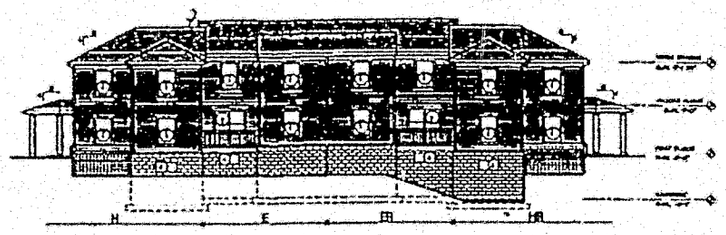
Village Drive
Robinson Township, Pennsylvania

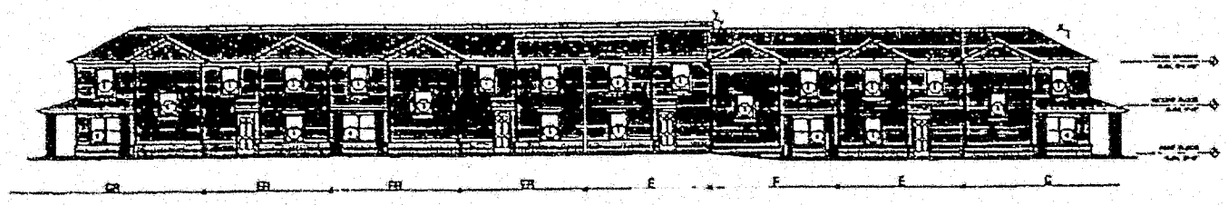
Groveton Housing Partnership, L.P.

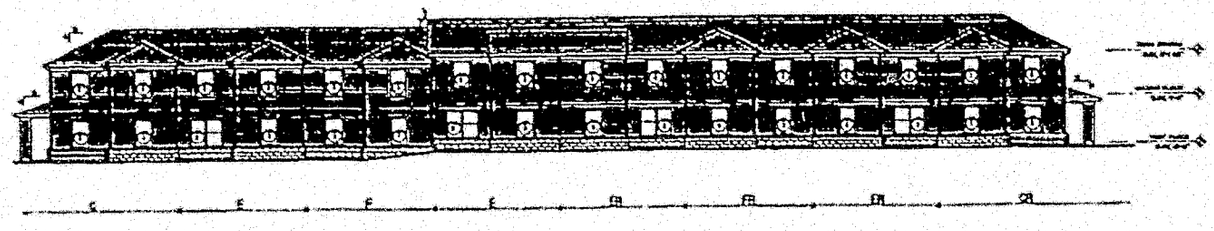
Buildings 16 & 17
Elevations

A2.7









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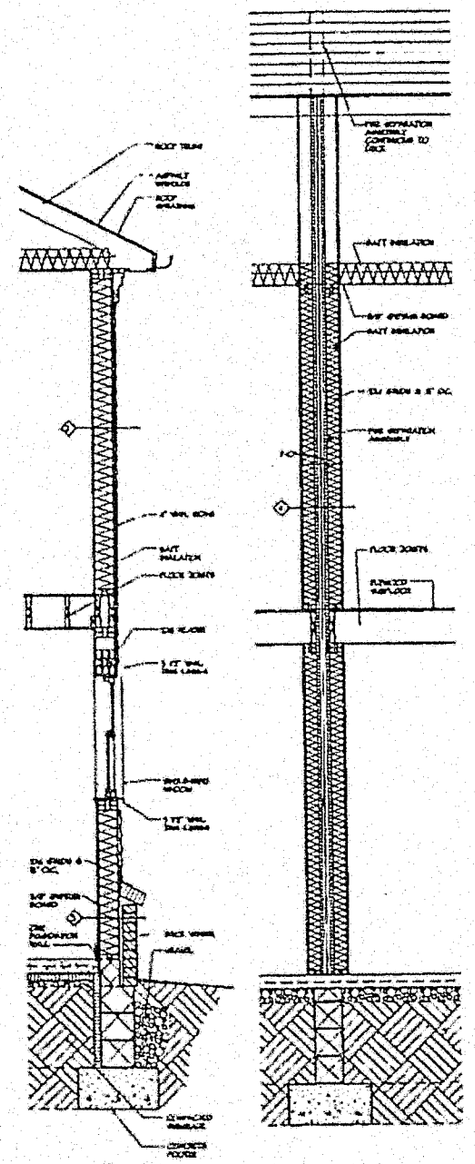
Groveton Village

Village Drive
Robinson Township, Pennsylvania

Groveton Housing Partnership, L.P.

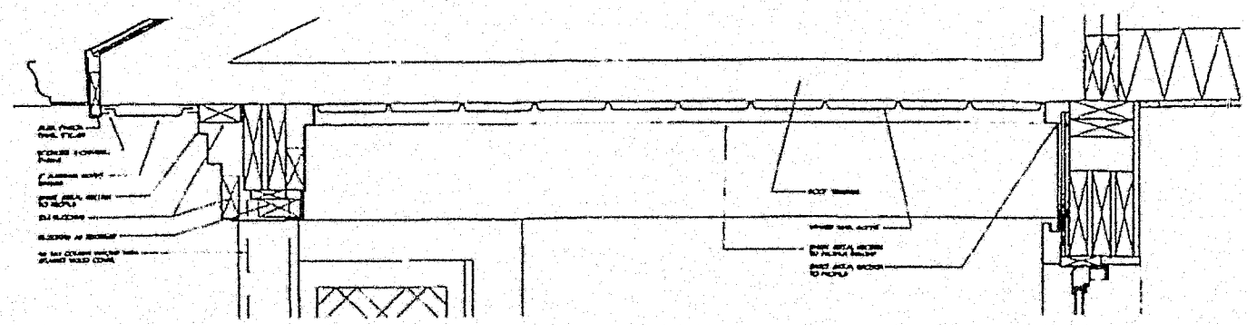
Buildings 10 & 18
Elevations

A2.8

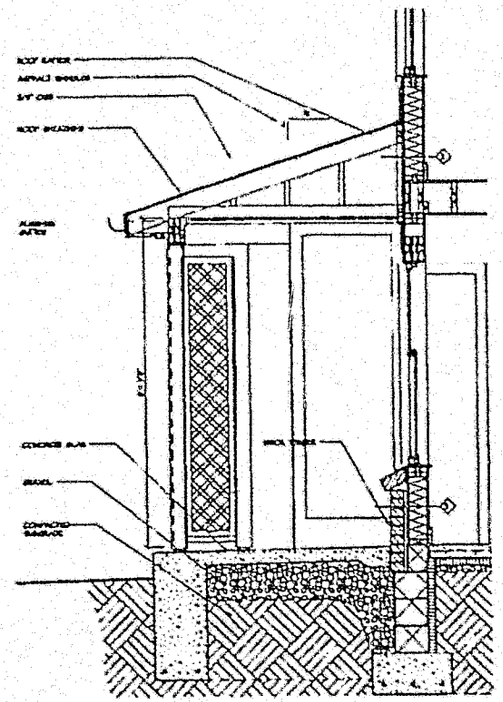


Wall Section

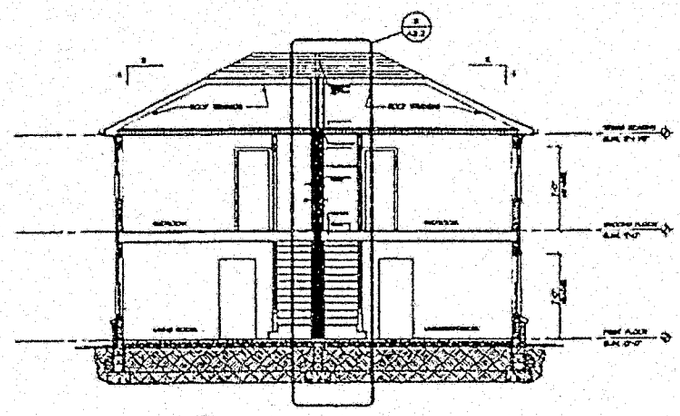
Wall Section



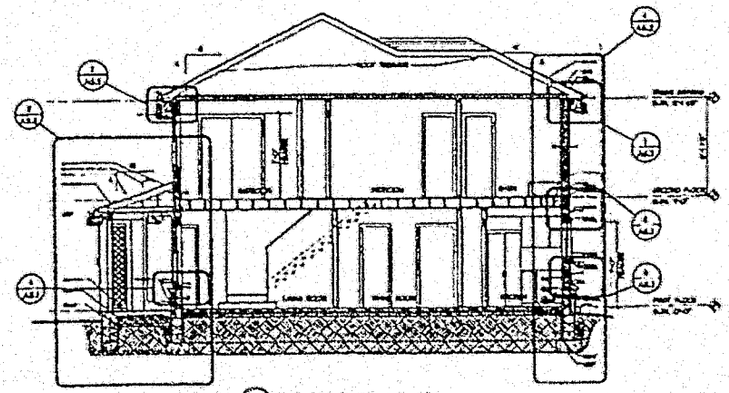
Enlarged Soffit Detail @ Porch



Section @ Porch



Unit "B" Building Section



Unit "B" Building Section

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Groveton Village

Village Drive
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Groveton Housing Partnership, L.P.

2-Story Duplex Building Sections & Wall Sections

A3.2

LOW-INCOME HOUSING TAX CREDIT APPLICATION ONLY

EXHIBITS 37 – 40

NOT APPLICABLE

Groveton Village
PHFA Application fir Low Income Housing Tax Credits

Request a Waiver of HUD 221 (d)(3) Limits

Not Applicable

Displacement/Relocation of Existing Tenants

ALLEGHENY COUNTY HOUSING AUTHORITY

FIDELITY BUILDING
341 FOURTH AVENUE · PITTSBURGH PA 15222
(412) 355-8940 · FAX (412) 355-8954
TDD Occupancy (412) 355-2175

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MICHELLE PAGANO

EXECUTIVE DIRECTOR
FRANK AGGAZIO

November 30, 2000

Jessica Ghazal
Ralph Falbo, Inc
100 Wood Street
Pittsburgh, PA 15222

RE: Groveton Village PA-6-18

Dear Ms Ghazal.

This letter is to confirm that the Allegheny County Housing Authority will permit all tenants, in good standing, will be allowed to return to the Groveton Village site once the construction has been completed.

Should you have any questions or concerns, feel free to contact me.

Sincerely,

Walter D MacFann
Director of Real Estate Investments

WDM/jdc

cc: Frank Aggazio
Martin Andrews
John Joyce
Marion Matta
Philip Manion
Patrick Cassidy

RELOCATION PLAN
PA-6-18 GROVETON VILLAGE

The Allegheny County Housing Authority is proposing disposition and/or demolition and reconstruction of PA-6-18 Groveton Village and the relocation of in-place tenants . The Allegheny County Housing Authority is proposing the demolition of outdated, irreparable dwelling units. The existing community contains 23 two-story row type structures, comprised of 100 units on 10.14 acres of land in Robinson Township. The reconstruction will be performed in two phases which will allow families to remain on-site if so desired. Transition units will be made available to those families who chose to remain on-site during construction. Those residents who prefer to move off-site will be offered the following relocation benefits. To insure that all displaced tenants receive affordable and quality housing, the Allegheny County Housing Authority has prepared the following relocation plan in accordance with 24 CFR-970.5

1. **Displaced and Tenant Assistance Policy:**

   All tenants who are to be displaced as a result of disposition and/or demolition/ reconstruction, shall be replaced to other decent, safe, sanitary and affordable housing

a. "Displacement" means if a tenant is forced to move permanently as a direct result of demolition of the project

b. "Affordable Housing" means rents no higher than permitted under the Act, which to the maximum extent practicable housing of their choice and on a non-discriminatory basis

c. "In-place tenants" means legal occupancy of the dwelling units as of the effective date of demolition approval.

2. **Advisory and Counseling Services:**

The Allegheny County Housing Authority provides the following advisory services to all of its applicants and transferring residents.

- The ACHA
- Family Responsibility
- Lease Obligation
- Program Compliance
- Informal Review Process
- Budgeting
- Re-certification Process

The ACHA has expanded the counseling to program participants to include our obligations under the Sanders Consent Decree. The Sanders mandates that all offers and transfers are desegregative.

All residents of Groveton Village will be offered a units in an ACHA Development where their race does not predominate. The factors for determining the racial identity of all ACHA developments was determined by HUD and the ACHA.

If, however a resident can show by objective evidence that acceptance of a desegregative offer would cause a unique hardship, the Sanders Consent Decree provides for a "Good Cause Exception" for medical, child care, educational or employment reasons.

As mandated in the Sanders Consent Decree, the Fair Housing Services Center (FHSC) was established to provide housing mobility counseling. The FHSC is to make all offers to applicants on the ACHA community wide waiting list and for transferring of all residents. As per the Sanders Consent Decree, the ACHA has merged its waiting list of applicants for low income public housing and Section 8 housing to one community wide waiting list. All offers from the waiting list are to be desegregative offers.

The FHSC will also provide extensive counseling in the following categories:

- housing mobility
- supportive services
- economic empowerment
- employment and educational training

3. **Housing Resources**

In order to fairly and equitably relocate tenants and to offer choice options, the Authority will first meet with each tenant individually to discuss all housing options available and have the opportunity to indicate their preference of the housing options as indicated below:

a. The tenants shall be offered Section 8 Vouchers or Section 8 Certificates. A Section 8 staff member will be available upon appointment by the Site Manager.

b. The Section 8 staff person will also provide information on housing resources and issuance of the appropriate leases, processing of appropriate applications and inspection of all units to insure compliance with Housing Quality Standards requirements. Standard written program information will be given to each tenant counseled.

c. The remaining in-place tenants shall be offered comparable housing in other Authority owned public housing communities within Allegheny County. The Authority shall assign a staff member from the Intake Department to fully explain the available public housing options.

4. **Relocation Advisory Assistance:**

a. Relocation Procedures

b. Counseling and advisory services - The Authority will provide housing counseling, information and referral and supportive services to each tenant residing at Groveton Village. ACHA staff has been made available within the Groveton Village to provide such services as:

Budget counseling;
Housekeeping counseling;
Information and referral services, and
Supportive Counseling.
Re-certification process
Lease obligation and program compliance

c. The Allegheny County Housing Authority will advise tenants of their rights under the Federal Fair Housing Law (Title VIII), that is of their right to have a choice between relocating within their neighborhood and other neighborhoods consistent with the Allegheny County Housing Authority's responsibility to affirmatively further fair housing.

d Referrals will be given to the site occupants who require them. The referral procedure is one of personal contact and assistance by the housing staff. Those tenants who are to relocate will be given vacancy listings and arrangements will be made for the inspection of the vacancy by the tenant if requested.

e. Tenants will be referred only to vacancies which are decent, safe, and sanitary, in reasonable conformity with the family's needs. The housing staff will continue to provide further referrals when the reason for the tenant's rejection of a housing unit is reasonable or when they are unable to obtain the unit.

5. **Relocation Expenses:**

a Every in-place tenant occupying a dwelling unit within PA-6-18 Groveton Village will be eligible to receive moving expenses providing they were lawfully in occupancy on the date of Disposition and/or Demolition approval. Any occupant who cannot be classified as an in-place tenant is ineligible for any of the following relocation assistance and/or payments.

b Every in-place tenant occupying a dwelling unit within PA-6-18 Groveton Village will be eligible to receive reimbursement of $50.00 out-of-pocket expense allowance

c. Commercial Move: Any eligible in-place tenant may have the option to be moved by a bona fide licensed commercial mover for the personal belongings, household furniture, and appliances. Movers shall not be responsible for packing of personal belongings; tenants shall pack all personal items. The Allegheny County Housing Authority shall limit the distance for a commercial move within a 50 mile distance from Groveton Village

d. Self-Move: Any eligible in-place tenant may take the option of a self-move and receive payment in the maximum amount of $750. "Self-Move" means if a tenant prefers to move himself/herself rather than opting for the Authority's contracted commercial mover. The maximum payment amount is subject to the following limits:

1. Cannot exceed the amount paid to a commercial mover.
2. Only tenants' actual cost will be paid.
3. The limit includes other relocation costs, i.e., out-of-pocket allowance, telephone and cable reconnections.

Under both options, the Allegheny County Housing Authority will pay for reconnection services of telephone and/or cable television, if the tenant presently has either or both services. Payment for these reconnection charges will be paid directly to the tenant upon receipt of billing.

6. Notice of Eligibility:

Upon approval of the Disposition and/or Demolition/reconstruction application, the ACHA shall issue a written Notice of Eligibility informing in-place tenants of the planned move and the eligibility for relocation assistance.

A 90 day advance written notice of the date by which to vacate will be sent by certified mail to each in-place tenant. The ACHA will honor this program for any family wanting to move prior to receiving their 90 day advance written notice.

Preservation of Existing Projects

Not applicable.

Additional Information

To be provided as needed.

GAI CONSULTANTS

GAI Consultants, Inc.

570 Beatty Road
Monroeville, PA 15146-1300
Phone: 412/856-6400
FAX 412/856-4970

October 17, 2003

Project 2003-133

Mr. John Khalil
Residential Development
Duquesne Light Company
2601 Preble Avenue
Pittsburgh, Pennsylvania 15233
Phone: 412-393-8013
Fax: 412-393-5619

DOCUMENT FOLDER

Utility Meeting #1
Ohioview Acres HOPE VI
Stowe Township
Allegheny County, Pennsylvania

RECEIVED
2007 JAN 18 PM 2:13
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. Khalil:

GAI Consultants, Inc. (GAI), on behalf of the Falbo-Pennrose Joint Venture is inviting you to attend Utility Meeting for the above referenced project. The meeting will be held on **Thursday, October 23, 2003 at 10:00 AM**, at the hi-rise elderly building located at the entrance to the site. A location map and directions to the site are attached.

Your attendance is required for the referenced meeting. Please bring any fee schedules and utility construction standards that may apply. The discussion will consist of utility design time, costs and schedules. A meeting agenda, existing condition plan drawing and a preliminary site plan drawing are attached to this letter for your review.

Currently, Ohioview Acres is an existing, vacant community that is proposed to be completely demolished; except for the existing elderly hi-rise and the community center located at the main entrance to the site. All new utilities, infrastructures, sewers and buildings are proposed to be constructed.

If you have any questions or require additional information please call me at (412) 856-9220, extension 1313, or Katrina A. Damell at extension 1407.

Sincerely,
GAI Consultants, Inc.

Patrick M. Gallagher
Project Manager

DOCKETED
APR 0 4 2007

PMG/KAD
Enclosures

EXHIBIT R-1
PGH
C-20066233
C-20066236
1-9-07 KLC
R1

TRANSMITTAL

GAI CONSULTANTS, INC.
Transportation • Environmental Engineering
Geotechnical/Structures • Cultural Resources
Land Development • CMS Division

570 Beatty Road
Monroeville, PA 15146-1300
412-856-6400
FAX 412-856-4970

To: Mr. Glenn Worgan
Pennrose Properties, Inc.
One Liberty Place
Suite 3810
Philadelphia, Pennsylvania 19103-7332
215-979-1662

Attn.: Mr. Glenn Worgan

Date: October 30, 2003

DOCUMENT FOLDER

Project No.: 03-133

Project Title: Ohioview Acres HOPE VI
Stowe Township, Allegheny County, PA

We are sending you the materials listed below:

No. Copies	Description	Drawing No.	Rev. No.	Dated
1	Meeting minutes for Utility Coordination Meeting No. 1			10/27/2003
cc:	All parties indicated on the front page of the attached meeting minutes document.			

Note:

This material is sent:

- ☐ for your approval
- ☐ for your use
- ☐ for your information
- ☒ for your review and comment
- ☐ as per your request
- ☐ overnight express mail
- ☐ hand delivered
- ☐ returned documents

DOCKETED
APR 0 4 2007

EXHIBIT R-2
PGH
C-20066233
C-20066236
1-9-07 KIC

GAI CONSULTANTS, INC.

By: G. Nicolas Leyva, P.E.
Title: Sr. Project Engineer

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JAN 18 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Rev 4/2001

R2

570 Beatty Road
Monroeville, PA 15146-1300

Meeting Memorandum

Project:	Ohioview Acres HOPE VI	GAI No. 03-133
Meeting Date:	October 23, 2003	
Location:	Ohioview Elderly High-rise Building	
Purpose:	Utility Coordination	
Parties Present:	Glenn Worgan	Pennrose Properties.
	Bob Reich	WRT Architects
	Steve Scherling	Columbia Gas of PA
	Joann Kearns	Comcast
	Jeff Anderson	Mistick Construction
	George Koleck	West View Water
	Bob Sobocinski	Verizon
	Ed Primm	Allegheny County Housing Auth. (ACHA)
	Jack McGraw	Allegheny County Housing Auth. (ACHA)
	Tim Prevost	ALCOSAN
	John Khalil	Duquesne Light (DQE)
	Stan Hall	Duquesne Light (DQE)
	Nick Pecorelli	Stowe Township Supervisor
	Jim Runatz	Santangelo and Linsay
	Nick Leyva	GAI Consultants
	Pat Gallagher	GAI Consultants
From:	Patrick M. Gallagher and G. Nicolas Leyva	
Date:	October 27, 2003	
CC:	All parties present	
	Ralph Falbo	Ralph A. Falbo, Inc.
	Gill Rosenthal	WRT Architects
	Mark Dambly	Pennrose Properties, Inc.
	Suzan Lami	Lami Grubb, Architects
	Marie B. Incorvati	Stowe Township
	Walter MacFann	Allegheny County Housing Auth. (ACHA)

I present a memorandum of the referenced meeting, for your approval. I hope this meeting memorandum would be useful for parties present and for others. The following is a recollection of issues discussed.

570 Beatty Road
Monroeville, PA 15146-1300

I. Introduction of the project.

1.01 Bob Reich (WRT) and Pat Gallagher (GAI) provided an introduction of the proposed project. The following was noted:

a) The existing site contains 250 residential units, one 6-story high-rise building, and a recreation center building in an area over 30-acres owned by the ACHA.

b) The project will involve the following phases.

i. Demolition of existing infrastructure (roads and utilities), plus all 250-residential units.

ii. Construction of new roadways, street lighting, underground utility services and stormwater management control measures.

iii. Phase-I will consist of the construction of 112 rental residential dwellings in duplexes or multi-unit townhouse configurations.

iv. Phase-II will consist of the construction of 69 rental residential dwellings in duplexes or multi-unit townhouse configurations. These units will be located along the western side of the site.

v. Fifteen home ownership single-family residential dwellings with integral garages will also be constructed under Phase-II.

vi. Addition and renovation of existing recreation center.

vii. Construction of an approximate 10,000-S.F. commercial building to serve as the new municipal offices, and small retail shop.

viii. Proposed construction of a "First Tee" park and structure neighboring the eastern border of site. This phase of the project is tentative at this time, and will be located on adjacent property. The area will be composed of two parcels owned by ACHA and on adjacent township property. The design team must secure permission from Stowe Township to use the property for the "First Tee" program.

1.02 The elderly high-rise building and will remain as is.

1.03 This is a federal funded HOPE VI project, and additional funds will be from state and local monies. The current property is owned by the ACHA. The project team will consist of the following:

a) Falbo-Pennrose Partnership will develop the site, and provide management of the rental units

b) ACHA will retain full control of the elderly high-rise building, subdivided common areas, and recreation center.

c) New roadways will be dedicated to Stowe Township.

d) Home ownership units will be sold "fee simple".

570 Beatty Road
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II. Disposition of existing utilities and proposed services.

The following utilities and action were discussed:

1.04 The existing elderly high-rise building and the recreation center will have all utility services maintained throughout all phases of the project.

1.05 Sanitary Sewers. Existing sanitary sewer lines are privately owned, and the infrastructure contractor will raze them except for the mainline that provides service to the existing elderly high-rise building and community center. Partial construction of a service lateral to an existing manhole on the southern end of the property may be necessary in order to maintain service to the high-rise building and recreation center. GAI will review and make final determination on the demolition plans. The off site collection and conveyance facilities are owned by Stowe Township and ALCOSAN operates the sewage treatment plan.

1.06 Storm Sewers. Existing storm sewer lines are privately owned, and the demolition contractor will raze the existing manholes, catch basins,etc. The mainlines will either be abandoned in place or removed by the demolition contractor. GAI will make final determination on the demolition plan. The infrastructure contractor will construct the new sewer system. The new system will have a detention pond in the south side of the property that will outfall towards the embankment running parallel to McCoy Road.

1.07 Water Service. Existing water lines are privately owned, and the demolition contractor will raze them or abandon them in place. The existing main line will be capped just beyond the service taps for the high-rise building and recreation center. The demolition contractor will relocate one of the existing fire hydrants to a location near the high-rise building and perform the capping of the existing line. West View Water will supervise and approve this work, and coordinate the temporary shutdown of service. West View Water will size and adjust the design of the new water lines proposed by GAI. GAI will provide preliminary utility design. West View Water will provide a proposal for installing the new service lines. Relocated service laterals for the high-rise building and recreation center will require one single meter; all other units will be metered by individual building.

1.08 Gas Service. Existing gas lines are privately owned, and the demolition contractor will raze them or abandon them in place. The existing main line will be capped just beyond the service taps for the high-rise building and recreation-center. The demolition contractor will cap the existing main line. Columbia Gas will supervise and approve this action, and coordinate the temporary shutdown of service. Columbia Gas will size and adjust the design of the new gas lines proposed by GAI. Columbia Gas will provide a proposal for installing the new service lines. Relocated service laterals for the high-rise building and recreation center will require one single meter; all other units will be metered by individual building. The infrastructure contractor will demolish the existing "gas house" structure at the site's main entrance at a later date, and Columbia Gas will install a new above ground valve and regulator in its place. WRT will incorporate landscape screening of the above ground gas facilities in their landscaping plans.

1.09 Telephone and Cable TV Service. Existing communication lines are owned by their respective utility The utility company will disconnect all services and remove portions of or all lines. The demolition contractor will raze the remaining lines not removed by the utility companies. The existing service lines will be capped just beyond the service locations for the high-rise building and recreation center, at a location indicated in the demolition plans. Verizon and Comcast will maintain service for the high-rise and rec.-center at all times. Verizon and Comcast are expected to follow the network plan provided by GAI and Santangelo & Lindsay, Inc. and approved by Duquesne Light. The new service will be underground, with the infrastructure contractor providing underground conduits for Verizon and Comcast lines. The utility companies then will provide and pull wires and make their connections. Proposed communication lines for the high-rise building and recreation center will require one single meter; all other units will be metered by individual building. Bob Sobocinski from Verizon requested that the developer provide a letter identifying the respective ownership entities involved in the project.

570 Beatty Road
Monroeville, PA 15146-1300

1.10 Electrical Service. Duquesne Light owns existing electrical lines and poles. After written request by the ACHA, Duquesne Light will disconnect services and dispose of existing meters and pole mounted transformers. The demolition contractor will raze the remaining lines and poles not removed by the utility companies. The existing service lines will be capped just beyond the service locations for the high-rise building and recreation center, at a location indicated in the demolition plans. The infrastructure contractor will remove the remainder of all above ground services (except for transformers) once the new underground service is active. Duquesne Light will maintain service for the high-rise and rec.-center at all times. GAI and Santangelo & Lindsay, Inc will provide Duquesne Light with a electrical network plan for review and design approval. The new service will be underground, with the infrastructure contractor providing underground conduits for Duquesne Light lines. The utility company then provides and pulls wires and makes their connections. Proposed electrical service for the high-rise and rec.-center will require one single meter; all other units will be metered by individual building.

1.11 Roadway Lighting. Duquesne Light owns existing electrical pole mounted luminaires (cobra heads). Duquesne Light will disconnect and dispose of existing luminaires. Duquesne Light will remove any remaining luminaries near the site entrance after new luminaries are active. GAI and Santangelo & Lindsay, Inc. will submit a roadway lighting plan to Duquesne Light either using DQE approved fixtures, such as cobraheads or colonial post mounted. Duquesne Light will be asked to provide a detailed cost estimate for the new roadway lighting including the new pole mounted luminaries. Proposed roadway lighting service for the site will be assessed or on a per lamp service fee, to be determined.

1.12 All utilities will be required to submit a detailed cost estimate to Falbo-Pennrose, the developer, stating the projected cost of their demolition, design and construction services, including all known fees.

1.13 ACHA is to send letters to all utility services requesting termination of services to the existing residential units, and requesting physical disconnection of service lines and meters. ACHA to coordinate with Mistick Construction on the date of termination of services. Mistick Construction will require on-site electrical power for demolition and pollution abatement of the existing building.

They're being no further business meeting was adjourned. No future meeting has been set at this time.

The information contained in this memorandum represents the author's interpretation and understanding of the discussions and decisions that occurred during the meeting. Please provide comments or corrections within five (5) business days. No response implies that the information contained herein is agreed to be correct as written

Respectfully submitted,

GAI Consultants, Inc.

Patrick Gallagher/G. Nicolas Leyva

GNL/smc

DEVELOPMENT UTILITY MEETING
OHIOVIEW ACRES HOPE VI

SIGN-IN SHEET

Date/Time: October 23, 2003 (Thursday) @ 10:00 AM
Location: Ohioview Acres Elderly Highrise

PRINT NAME	REPRESENTING	PHONE NUMBER / EMAIL
STEVE SCHERLING	COLUMBIA GAS OF PA	412-409-4072 SSCHERL@NISOURCE.COM
JOANN KEARNS	COMCAST	412-875-1368 JOANN_KEARNS@CABLE.COMCAST.COM
Bob Reich	WRT	215.772 1499 x 217 rreichelph.wrtdesign.com
Glenn Worgan	Penrose Properties	215-979-7662 gworgan@penrose.com
PAT GALLAGHER	GAI CONSULTANTS	412-856-2220 P.GALLAGHER@GAICONSULTANTS.COM
JEFF ANDERSON	MISTICK	412-322-1121 JANDERSON@MISTICK.COM
GEORGE KOLECK	WEST VIEW WATER	412/931-3292
BOB SOBOCINSKI	VERIZON	412-633-6640 R.E.SOBOCINSKI@VERIZON.COM
ED PRIMM	ALLEGHENY CO. HA	412.402.2405
JACK McGRAW	Allegheny Co Housing A.	
TIM PREVOST	ALCOSAN	412.734.8731 TPREVOST@ALCOSAN.ORG
JOHN KHALIL	D.L.Co	412-393-8013 jkhalil@duqlight.com
STAN HALL	D.L.Co	412-393-4913 shall2@duqlight.com
NICK PECORELLI	SUPERVISOR STONE TWP	412-33-4073
JIM RUNATZ	SLI	724-847-0407 jrunatz@santarosalimited.com

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

10. ONE SERVICE OF A KIND Only one service of each type as to voltage and phase will be provided to a customer under one contract; provided, however, that when, in the judgment of the Company, compliance with Rule No. 17, Fluctuations and Unbalances, may be most economically effected by establishing a separate service connection for a portion of the customer's load, such separate service connection may, at the option of the customer, be combined, notwithstanding similarity as to voltage and phase, with other service connections under a single contract for the customer's entire electric delivery service requirements at the affected location. Electric service at different premises, regardless of voltage or phase, shall never be combined for billing under one account for the purpose of reducing Company charges.

11. METER SUPPORTS The customer shall provide on the premises, at a location satisfactory to the Company, proper space, supports, and enclosures for metering equipment.

12. TRANSFORMERS AND CONTROL EQUIPMENT Where, in the judgement of the Company, it is necessary to install transformers and other control or protective equipment on the customer's premises, the customer shall provide a suitable place, foundation and housing for such installation, in accordance with the Company's "Electric Service Installation Rules."

13. CUSTOMER'S FACILITIES The installation and maintenance of the customer's wiring and equipment shall be in accordance with the Company's "Electric Service Installation Rules" and shall be subject to the approval of the proper authorities. The Company is not required to provide electric service thereto unless so approved, but does not assume any responsibility for securing such approval. The Company shall not be liable for damages or injuries resulting from any defects in the customer's wiring or equipment.

13.1 UNDERGROUND DISTRIBUTION

A. When the Company is required by governmental order or enters into agreements with redevelopment authorities, a private real estate developer or a group of customers to change its distribution supply lines from overhead to underground, customers receiving or to receive electric service at voltages of 600 volts or less from these supply lines shall provide at their own expense the necessary facilities for receiving such underground service.

B. Underground Service Lines from Overhead Supply Lines

(1) Service Line Voltages Under 600 Volts.

(a) Where an underground service line is installed from the Company's overhead, street secondary supply lines, the customer shall furnish and install all conductors and conduit in accordance with the Company's "Electric Service Installation Rules."

(2) Service Line Voltages Over 600 Volts.

(a) Where the Company's supply lines are overhead, the customer shall furnish and install all conduits or ducts for the underground primary service line within the street area as well as all necessary conduit, ducts, manholes and junction boxes on private property in accordance with the Company's "Electric Service Installation Rules."

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EXHIBIT R-3
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C-20066233
C-20066236
1-9-07 KLC

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

A. Definitions

The following words and terms, when used in this rule shall have the following meanings, unless the text clearly indicates otherwise.

(1) **Applicant for Electric Service** - The developer of a recorded plot plan consisting of five or more lots, or of one or more five-unit apartment houses.

(2) **Developer** - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric service to such project necessitates extending the Company's existing distribution lines.

(4) **Distribution line** - An electric supply line of untransformed voltage which delivers energy to one or more service lines.

(5) **Service line** - An electric supply line of transformed voltage which delivers service to a residence or building as described in the Company's Construction Standards.

(6) **Subdivider** - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.

(7) **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric delivery service to such subdivision necessitates extending the Company's existing distribution lines.

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JAN 18 2007

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SECRETARY'S BUREAU

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

B. Installation of Distribution and Service Lines

Distribution and service lines installed under an application for electric service within a development will be installed underground; will conform to the Company's construction standards, the Pennsylvania PUC regulation 57.26 of Title 52 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and will be owned and maintained by the Company. Pad-mounted transformers will be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent as the developer may authorize. Installation of service-related Company facilities will be performed by the Company or by another agent as the Company may authorize. Street-lighting lines installed then or thereafter within the same development will also be installed underground, upon terms and conditions prescribed elsewhere in the Company's tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this rule shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges to the developer other than those specified in C(4) of this rule will be charged.

C. Applicants for Electric Service

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

C. Applicants for Electric Service - (Continued)

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.

(4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan or final grade elevations by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.

(c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) of this rule shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) will be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

D. Installing Distribution Lines Beyond Boundary of Development

Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant. However, the developer must provide the excavating and backfilling.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

E. Classification of Charges

Amounts the Company receives under paragraph C(4) (relating to applicant for electric service) will be credited to Contributions in Aid of Construction.

F. Exceptions

(1) Whenever the Company or any affected person believes that the application of the tariff rule works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, the Company or persons may request an exception from the underground requirements of paragraphs A through E of this rule (relating to definitions, installation of distribution and service lines, applicant for electric service, installing distribution lines beyond boundary of development, and calculation and classification of charges) by providing the Pennsylvania Public Utility Commission with the following:

(a) A copy of the recorded plot plan of the development for which the exception is being sought.

(b) A letter petition setting forth:

(i) the name of the applicant

(ii) the location and size of the development involved

(iii) the names of the electric utility and telephone utility which will provide service to that development

(iv) the date on which construction began or will begin; whether the development is a new development or one phase in a development to be completed in several phases; and whether facilities in the area surrounding the development have been installed underground or overhead.

(2) Upon the filing of an exception request, the Pennsylvania Public Utility Commission (Commission) Staff will notify the utilities involved and the appropriate local government authority, review the facts stated in the request, and issue to the applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within 180 days of the period shall result in the automatic denial of the request.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

F. Exceptions - (Continued)

(3) A public utility or any affected person may appeal the informal decision rendered by Commission Staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing All appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

(4) If an exception request initiated by an applicant for electric service is granted, and the applicant thereafter desires underground electric service, then paragraphs B and C (relating to installation of distribution and service lines and applicant for electric service) will apply as if no exception had been granted.

G. Applicability

This rule shall apply to applications for service to developments, which are filed with the Company after June 30, 1984.

H. Subdivisions

Underground facilities in new residential developments are only required by paragraphs A through G (relating to underground electric service in new residential developments) when a bona fide developer exists, that is, only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. Should the lot owner or owners in a subdivision desire underground service, the service will be provided by the Company if the lot owner or owners, at their option, either comply with paragraph C (relating to applicants for electric service) or pays to the Company charges that are contained in the Company's tariff for underground electric service not required by this rule.

13.3 BUILDING ENERGY CONSERVATION STANDARDS FOR RECEIPT OF UTILITY SERVICE FOR RESIDENTIAL BUILDINGS Pursuant to the requirements of amended Pa. Code §69.101 through §69.107, the following provisions are incorporated in this Tariff:

The Company must receive proof of compliance with, or exemption from, the insulation standards set forth in the Building Energy Conservation Act (Act 222) prior to providing electric service for any purpose, including temporary electric service for residential building construction purposes, to (1) new residential buildings, (2) additions to existing residential buildings, and (3) renovated residential buildings located in municipalities that have not elected to administer Act 222.

Proof of compliance shall be made by furnishing the Company with a "Notice of Intent to Construct" form certified by Pennsylvania's Department of Community Affairs.

Upon request, the Company will provide information and the required forms for compliance with Act 222.

SUPPLEMENT No. 38
TO ELECTRIC—PA. P. U. C. No. 11

DUQUESNE LIGHT COMPANY

SCHEDULE OF RATES

—FOR—

Electric Service in

CITY OF PITTSBURGH

and Territory Adjacent Thereto

(For List of Communities Served, see Fourth Revised Page No. 4)

Issued pursuant to Pennsylvania Public Utility
Commission Order of July 8, 1970
at Investigation Docket No. 99

Issued August 5, 1970 Effective August 5, 1970

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Issued by
DUQUESNE LIGHT COMPANY
JOHN M. ARTHUR
Chairman of the Board
and Chief Executive Officer
435 Sixth Avenue
Pittsburgh, Pa. 15219

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EXHIBIT R-4
P64
C-20066233
C-20066236
1-9-07 RJC

NOTICE

THIS TARIFF MAKES CHANGES IN EXISTING RATES—See Page Two.

R4

LIST OF MODIFICATIONS MADE BY THIS SUPPLEMENT

CHANGES

RULES AND REGULATIONS. Fifth Revised Page No. 6.

RULE 9. UNDERGROUND DISTRIBUTION.

This Rule has been renumbered as Rule 13.1 and now appears on Original Page No. 6A.

RULE 9.1. DISTRIBUTION WITHIN A BUILDING.

This Rule has been renumbered as Rule 9.

RULES AND REGULATIONS. Original Pages Nos. 6A, 6B and 6C.

RULE 13.2. UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS.

A new Rule, governing policy and basis of charges for this service as ordered by the Pennsylvania Public Utility Commission, has been added to the Tariff.

RULES AND REGULATIONS. Third Revised Page No. 9.

RULE 29. UNDERGROUND SERVICE.

Rule 9, referred to in the text of this Rule, has been changed to Rule 13.1.

RATE "R" - MERCURY VAPOR STREET LIGHTING. Third Revised Page No. 27.

The Special Terms and Conditions under this Rate have been revised for clarification.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.1 UNDERGROUND DISTRIBUTION. Where the Company is required to change from overhead to underground distribution, the customer shall provide at his own expense the necessary facilities for receiving such underground service. (C)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS. (C)

A. For the purposes of this rule only, the following terms shall have the meanings indicated for them.

(1) "Development" - Five or more adjoining unoccupied lots in a recorded plan for the construction of single-family residences, detached or otherwise, intended for year-around occupancy, or one or more adjoining lots for the construction of one or more apartment houses containing an aggregate of five or more family units, if electric service to such residential or apartment house lots necessitates extending the Company's existing distribution lines.

(2) "Distribution line" - an electric supply line from which energy is delivered to one or more service lines.

(3) "Service line" - a line receiving energy from a distribution line and delivering it to (a) the meter, or (b) a disconnection device controlling service to the residence or apartment building, whichever is nearer the distribution line. For the purpose of paragraph C(4), that portion of the service line which extends from the curb line will be used for computation of additional charges.

(4) "Average front-footage" - the quotient of (a) the total front-footage of all lots within the development, excluding the longer side of each corner lot and the front-footage of rowhouse lots, divided by (b) the total number of lots within the development, excluding rowhouse lots.

(5) "Rowhouse" - One of a continuous row of five or more single-family residences, in which the house at each end of the row has one party-wall, and each of the intervening houses has two party-walls.

B. All distribution and service lines installed pursuant to an application for electric service within a development shall be installed underground; shall conform to the Company's construction standards and Pa. P.U.C. Electric Regulations Section 402 Rule 16 - Wire Crossings; and shall be owned and maintained by the Company. Such installation shall be performed by the Company or by such other entity as the Company may authorize. Any street-lighting lines installed then or thereafter shall be installed

(C) Indicates change.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS. (Cont.) (C)

underground, upon terms and conditions prescribed elsewhere in this tariff. The Company shall not be liable for injury or damage occasioned by the willful or negligent excavation, breakage or other interference with its underground lines by other than its own employees or agents.

C. The applicant for electric service to a development shall:

(1) At his own cost, provide the Company with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities except in public ways which the Company has the legal right to occupy.

(2) At his own cost clear the ground, in which the aforesaid lines and related facilities are to be laid, of trees, stumps and other obstructions, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of trenching, laying of the lines, and backfilling to rough grade or the direct plowing-in of electric line as the case may be. At the option of the Company, the applicant or his agent may perform the trenching and backfilling subject to inspection and approval by the Company.

(3) Request electric service at such time that the aforesaid lines may be installed before curbs, pavements and sidewalks are laid; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs.

(4) Pay to the Company, in advance or upon such credit terms as the Company may require, the following charges for each lot for which applicant seeks electric service:

(a) Per rowhouse lot	$ 130.00
(b) Per house lot other than a rowhouse lot:	
i. If the trenching and backfilling is not performed or provided by the applicant, the following charges shall apply:	
Lot charge Not to exceed $200	$ 200.00
Additional charge, per foot of average front-footage in excess of 100 feet - not to exceed $1.00 per foot	$ 1.00
Additional charge, per foot of service line in excess of 75 feet - not to exceed $1.00 per foot	$ 1.00

(C) Indicates change.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS. (Cont.) (C)

ii. If the trenching and backfilling is performed or provided by the applicant, a credit of 40¢ per foot shall be applied for each foot of distribution and/or service line trenching and backfilling performed or provided by applicant.

(c) Per apartment house lot:
The charge per apartment house lot shall be the amount by which the estimated cost of underground facilities exceeds the estimated cost of overhead facilities for serving the lot, as determined by the Company after applicant has submitted his plans for replacement, layout, voltage and other factors affecting such costs.

(d) Special additional charge:
Whenever installation of underground facilities to serve a house or apartment house necessitates removal and replacement of paving or sidewalks, or excavation through rock, hard shale or other hard substances, applicant shall pay an additional charge equal to the extra costs thereby occasioned; as determined by the Company. If requested by applicant, applicant shall pay any additional cost incurred by the Company for providing underground facilities that deviate from the Company's established underground construction practices and standards.

D. If the applicant fails to comply with Paragraph C(2) or C(3), or changes his plot plan after installation of the Company's lines has begun, or otherwise necessitates additional costs by his act or failure to act, such additional costs shall be borne by the applicant.

E. Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant.

F. This rule shall apply to all applications for service to developments, rowhouses and apartments, hereinbefore defined, which are filed after the effective date of the rule.

(C) Indicates change.

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

OHIOVIEW INFRASTRUCTURE, INC.,

Complainant,

v.

DUQUESNE LIGHT COMPANY,

Respondent

GROVETON HOUSING PARTNERSHIP, LP,

Complainant,

v.

DUQUESNE LIGHT COMPANY,

Respondent

Application Docket No. C-2006233
Application Docket No. C-2006236

RESPONSE TO DUQUESNE LIGHT COMPANY'S REQUEST FOR ADMISSIONS

Filed on Behalf of Applicant
OHIOVIEW INFRASTRUCTURE, INC.
and GROVETON HOUSING
PARTNERSHIP, LP

Counsel of Record for this Party:

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BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: APPLICATION OF OHIOVIEW INFRASTRUCTURE, INC. FOR DECLARATORY RELIEF	)))))	Application Docket No. 2006233

COMPLAINANTS' RESPONSE TO DUQUESNE LIGHT COMPANY'S REQUEST FOR ADMISSIONS

Complainants, OHIOVIEW INFRASTRUCTURE, INC. and GROVETON HOUSING PARTNERSHIP, LP, by and through their undersigned counsel, hereby submit the within Answers and Objections to Respondent's Request for Admissions:

1. At the time Ohioview Infrastructure, Inc. or its agent(s) initially contacted Duquesne Light to discuss the provision of electric power to the planned Ohioview Acres development, there were already existing Duquesne Light electrical facilities including, but not limited to, poles, wires, transformers, meters, and other structures, and devices used in the distribution of electric power, on the property

Admitted: X Denied: _____

2. At the time Groveton Housing Partnership, L.P. or its agent(s) initially contacted Duquesne Light to discuss the provision of electric power to the planned Groveton Village development, there were already existing Duquesne Light electrical facilities including, but not limited to, poles, wires, transformers, meters, and other structures, and devices used in the distribution of electric power, on the property.

Admitted: __X__ Denied: _____

Dated December 28, 2006

Respectfully submitted,

Clifford B. Levine
Pa. I.D. No. 33507

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing **RESPONSE TO DUQUESNE LIGHT COMPANY'S REQUEST FOR ADMISSIONS** was served by electronic mail and by first class, U.S. mail, postage prepaid, this 28th day December, 2006, on the following:

Regina M. Sestak, Esquire
Duquesne Light Company
411 Seventh Ave., 9th Fl.
Pittsburgh, PA 15219

David J. Montgomery, Esq