

Historic Deutschtown Elm Street Façade Improvement Program

Program Application and Agreement

Administered by the Northside Leadership Conference
In cooperation with the City of Pittsburgh, Urban Redevelopment Authority and
East Allegheny Community Council.
Funds provided by the
Commonwealth of Pennsylvania,
Department of Community and Economic Development.

Program Initiation: January 2007



AGREEMENT

The Property Owner hereby represents and warrants the following:

1. **Definitions.** When the following words are capitalized in this Application, Agreement and the accompanying Façade Improvement Program Guidelines, which are attached hereto as Exhibit A, they shall have the meaning described below.

(1) “NSLC” - The Northside Leadership Conference

(2) “FIP” - The Historic Deutchtown Elm Street Façade Improvement Program

(3) “Committee” - The Historic Deutchtown Elm Street Design Review Committee

(4) “Property Owner” - The owner of property, including: (1) solely residential property owned by a single family; (2) mixed residential/commercial property; (3) residential rental property; and (4) property owned by a not-for-profit organization, for which a Grant is requested from NSLC through submission of an Application and execution of this Agreement

(5) “Project Manager” - The person designated by NSLC to work with all Property Owners seeking Grants to determine the feasibility of a proposed Project, review Applications, conduct pre-work meetings with Property Owners and selected Contractors, determine a respective Property Owner’s Match, and request Project status updates as necessary

(6) “Contractor” - The person or entity hired by the Property Owner to complete the Project on the Property Owner’s behalf. This person or entity must be registered as a General Contractor with the City of Pittsburgh

(7) “Project” - A planned undertaking submitted by the Property Owner that furthers the objectives of the FIP

(8) “Match” - A payment by the Property Owner to NSLC equaling a percentage of the total cost of the Project, as calculated by the Committee that will be applied towards the total cost of the Project. In the event a Property Owner’s Project is not completed, NSLC will refund the Match to the Property Owner

(9) “Grant” - Disbursable monetary aid approved by the Committee for the Property Owner’s Project

(10) “Grant Letter” - The notification sent by the Committee to the Property Owner that the Property Owner’s Application and Project have been approved. The Property Owner’s Project must be completed within six (6) months from the date of the Grant Letter

(11) “Disbursement” - The actual payout of the Grant by NSLC upon completion of the Project within the allotted time and written request by either the Property Owner or the Contractor within ninety (90) days after the Project is completed

(12) “Applicable Law” - all applicable zoning, urban renewal, historic preservation and other laws and regulations of all governmental entities having jurisdiction over the Property Owner, the Project, and the Property Owner’s property, or otherwise

2. **Terms.** By executing this Agreement, the Property Owner acknowledges that he or she has read and fully understands, and agrees to be bound by all of the terms of the Agreement and the accompanying Façade Improvement Program Guidelines attached hereto as Exhibit A and incorporated herein by reference in connection with the Property Owner’s Application.

3. Duty to Inform. All information contained in this Application is true and correct as of the date hereof, and the Property Owner's proposed Project satisfies all of the criteria set forth herein. Should any information contained herein subsequently become untrue or incorrect, the Property Owner shall promptly inform NSLC in writing, with specificity, as to that item or those items of information which are no longer true and correct and explaining the state of facts giving rise to such change.

4. Purpose. Any Grant made to the Property Owner pursuant to a Grant Letter shall be used solely for the purposes approved by NSLC and the Committee in issuing the Grant Letter.

5. Applicable Law. The Property Owner's Project, as set forth in this Application (and any attachments hereto), as accepted in any Grant Letter delivered to the Property Owner, and as ultimately completed within six (6) months from the date of the Grant Letter, shall comply with Applicable Law. Property Owner acknowledges and agrees that the determination by NSLC and/or the Committee to award a Grant to the Property Owner for his or her Project shall not constitute any judgment by, or opinion of, NSLC and/or the Committee that the Property Owner's Project complies with Applicable Law. To the contrary, by submitting an Application, Property Owner specifically acknowledges that NSLC and the Committee have no responsibility whatsoever to ensure that any Project complies with Applicable Law, and the Property Owner acknowledges and agrees that it is the sole responsibility of the Property Owner to ensure that his or her Project complies with Applicable Law. The Property Owner shall not rely, nor be entitled to rely, upon any approval, Grant, determination, inspection, or representation of NSLC and/or the Committee regarding the Project's compliance with Applicable Law. The Property Owner shall not be entitled to any Grant in connection with a Project that does not comply with Applicable Law.

6. The Property Owner and his or her Project shall not discriminate in any manner on the basis of race, creed, marital status, color, sex, age, religion, national origin or sexual preference, or physical disability, as required by the laws of the United States and the Commonwealth of Pennsylvania.

7. No Disbursement will be made unless the Property Owner's Project has been approved by the Committee through a Grant Letter, the Property Owner has remitted the applicable Match for the Project, the Project has been completed within the allotted time, and the Property Owner submits to the Committee all original receipts showing payment in full for all Project work or materials. The undertaking of the Project itself, including, but not limited to, the hiring of a contractor to complete the Project within the allotted time period, the workmanship of the Project, as well as payment for the Project before the Property Owner submits a request for the Disbursement from the Committee remains the sole responsibility of the Property Owner. The Property Owner hereby releases and waives any right whatsoever to bring against NSLC and the Committee any claim, cause of action, suit or other civil action that is in whole or in part based in connection with the Project, or if the Committee rescinds the Grant Letter for the reasons contained in this Agreement, or otherwise.

8. Indemnity. The Property Owner shall indemnify, defend, and hold NSLC and the Committee harmless from and against any expense, loss, interest, lien, claim, encumbrance, damage, attorneys' fees and expenses of every kind and nature which NSLC and the Committee may suffer, expend or incur or by reason or in consequence of any action(s) brought, for any reason, by either the Property Owner or any contractor which the Property Owner retains to complete the Project.

In witness whereof, and intending to be legally bound hereby, the undersigned Property Owner executes this Application and Agreement as of the date set forth below:

Signature: _____

Date: _____

Print Name: _____

EXHIBIT A

FAÇADE IMPROVEMENT PROGRAM GUIDELINES

Please see attached process/documentation table.

SUPPLEMENTAL MATERIALS

The Property Owner must include with his or her Application any materials that he or she believes will help describe the Project. If the property to be improved under the FIP is a residential, single family home, and does not constitute rental property, the Property Owner must also include a completed household income form. The Project Manager will conduct a lien search on the property.

If you are a tenant who wishes to coordinate an improvement project, the Property Owner must complete the application and provide the supplemental materials.

PROGRAM GRANTS

NSLC may make payment of a Grant directly to the Contractor for completed project costs incurred during completion of the Project on the Property Owner's behalf. A Grant may also be paid directly to a Property Owner who completes the Project himself or herself as monetary reimbursement for materials costs. In either case, the maximum amount of any Grant that the Committee may award will not exceed \$5,000. For any approved Project, the Property Owner must remit the Match to NSLC before work on the Project can begin. If the property to be improved under the FIP: (1) is mixed residential/commercial; (2) is rental property; or (3) is owned by a not-for-profit organization, the Property Owner must contribute a 50% cash match of the total project cost. If the property to be improved under the FIP is entirely residential, single family home, and does not constitute rental property, the Match is determined by the Property Owner's annual household earnings. An eligible, approved Property Owner, whose household earnings are below 80% of the median household income for the County of Allegheny, must contribute a 10% cash match of the total Project cost. An eligible, approved Property Owner, whose household earnings are above 80% of the median household income for the County of Allegheny, must contribute a 50% cash match of the total Project cost. The amount of any Grant awarded will equal the difference between the total cost of the proposed Project and the Match up to a maximum Grant amount of \$5,000. Regardless of how the property is characterized, the Property Owner may choose to make improvements that have been approved by NSLC that would exceed the Grant, as well as the Property Owner's Match. However, in such a case, the Property Owner is responsible for all costs over and above the Grant and the Match. A Grant is payable only upon (i) completion of the Project and (ii) submission of paid receipts and invoices, as further described below.

GRANT ELIGIBILITY

In order to be eligible for a Grant as part of the FIP the Property Owner's proposed Project and property must meet all of the following criteria, as determined by the Committee in its sole discretion:

- The Project must be located in the Elm Street target area. (See attached map)
- The Property Owner must be the person applying for a Grant;
- A Project must be feasible, as determined by the Committee in its sole discretion;
- A Project must enhance the façade visible from the public way;
- The total cost for the Project must be at least \$500.00;
- The property at issue, whether residential or mixed use residential/commercial, may not have any outstanding municipal debt, including but not limited to city taxes, utilities, or other municipal liens;
- The Property Owner must submit a completed Application to the Committee and complete the approval process prior to beginning the Project as described in the Award and Disbursement of Grants section below. Any Project begun before the application and approval process is completed will not be eligible for a Grant;

- The proposed Project must seek to improve the physical appearance of the structure(s) in accordance with the Historic Deutschtown design guidelines established by the City of Pittsburgh (though the designated historic district is limited to a small area of the neighborhood). The specific design elements described in the Representative Major Project Elements section below provide examples of the types of improvements that may be eligible for funding under the FIP.

REPRESENTATIVE MAJOR PROJECT ELEMENTS

The following list provides examples of the types of projects that may be eligible for a Grant:

- restoration of architectural details and removal of elements covering any such architectural or historic details;
- cleaning and/or repainting of building exteriors;
- repointing of brick or repairing cornices;
- installation of appropriate lighting for the purpose of illuminating the exterior of a property;
- removal or repair to awnings;
- installing or improving gutter and downspout systems in conjunction with other façade improvements to the property;
- wood repair;
- entrance lighting;
- replacement of deteriorated windows, sashes, sills and framing visible from the street; and
- replacements or upgrades of porches, balustrades, columns/supports, steps or railings.

Projects containing the types of improvements in this list are not guaranteed to receive a Grant.

GRANT RESTRICTIONS

The following types of facilities and projects will not be considered for a Grant:

- Community halls, fire stations, hospitals, colleges or universities;
- Properties used solely for commercial purposes;
- Properties owned by the city, state or federal government;
- Projects that may damage the building façade, specifically sandblasting of brick.
- Projects inappropriate or incompatible with the historic context of the neighborhood.
- Any work within the interior of the property.
- Sidewalk repair.
- Any areas of the structure not visible from the street.

APPLICATION REVIEW

All applications will be reviewed in the order received. However, priority will be given to those projects that will have the greatest positive impact on the community. For example, neighboring property owners who submit an application as a group will receive consideration before any property owner submitting an individual application. Projects will be evaluated on the following criteria:

- the ability to complete the complete the Project within six (6) months from the date of the Grant Letter;
- clustering of properties/coordination between multiple property owners by block face;
- contribution of the Project to the goals of the FIP as determined by the Committee;
- property owners in most need of assistance;
- properties in most need of improvements; and
- such other criteria as the Committee, in its sole and subjective discretion, may deem appropriate.

The Committee may condition its award of a Grant to the Property Owner upon the Property Owner agreeing to modify his or her proposed Project in any form, at any time, which the Committee may deem appropriate in the Committee's sole and subjective discretion.

AWARD AND DISBURSEMENT OF GRANTS

A fully completed Application and any supplemental materials will be forwarded to the Committee, which consists of one NSLC staffperson and three Northside-based architects. If the Committee approves the Application and Project, the Committee will issue a Grant Letter to the Property Owner. Work on the Project must commence within sixty (60) days from the date of the Grant Letter and the Project must be completed within six (6) months from the date of the Grant Letter. In the event the Property Owner does not wish to complete the Project on his or her own, the Project Manager will request that the contractors who wish to participate in the FIP:

- a) Be registered with the City of Pittsburgh as a General Contractor. The Contractor must furnish to the Project Manager a copy of their City of Pittsburgh General Contractor's License card/number.
- b) Have Comprehensive General Liability Insurance with a minimum of \$400,000—The Contractor must furnish to the Project Manager a Certificate of Insurance verifying this coverage.
- c) Have Workers' Compensation Insurance—The Contractor must furnish to the Project Manager a Certificate of Insurance to verify this coverage. If the contractor does not carry Workers' Compensation Insurance, the contractor must submit a letter explaining why it is not carried.

The Project Manager will work with the Property Owner and Contractor to develop a work write-up/final contract. Thereafter, the Project Manager will schedule a pre-work meeting with the Property Owner and the selected Contractor where the parties will sign a final contract. Following the signing of the final contract, any changes to the Project will require a written change order. At this meeting, the Project Manager will provide the property owner with an official FIP banner, which must be hung at the Project site within ten (10) days from the date of signing the final contract. The banner must be hung until the property owner receives the contract satisfaction letter. The Project Manager will also determine the Property Owner's Match and the Property Owner will in turn remit the Match directly to the Committee where it will be held in a non interest-bearing escrow account. Any copies of any applicable permits and/or approvals must be presented to the Project Manager prior to commencement. Once the Match has been received, the Project Manager will send to the Property Owner a notice to proceed. The Property Owner will then inform the Contractor to begin work on the Project. NSLC may request a written status update on the Project at any time. If the Contractor or Property Owner experiences problems that may delay the completion of the Project beyond the six (6) month period, the Property Owner must immediately notify NSLC in writing. If the Property Owner fails to complete a Project within the allotted time, NSLC has the right to rescind the Grant Letter. NSLC also has the right to offer an extension to the Property Owner upon written request.

No Grant can be paid until the Project is complete. The Project is considered complete when all elements of the Project have been completed as determined by a URA inspector. If the inspector determines that the Project is incomplete, the Project Manager will develop a Punch List for the Contractor and take "before" photographs of the incomplete work. Project Manager will take "after" photographs to confirm completion. Following the completion date as determined by the URA inspector, the Project Manager will send contract satisfaction letter to Property Owner. Within ninety (90) days following the completion date as determined by the URA inspector, either the Property Owner or the Contractor must submit to the Committee a written request for a Disbursement. A request for Disbursement must include all original receipts showing payment in full for all Project work or materials. A Disbursement will be made only upon receipt of original, paid receipts for the amount of the requested Grant. The Project Manager will forward the receipts to the Urban Redevelopment Authority of Pittsburgh. The Urban Redevelopment Authority will then issue a check to the NSLC for the Grant amount. The NSLC will then make the Disbursement directly to the Contractor or to the Property Owner in the event the Property Owner undertakes the Project himself or herself. Any Disbursement will occur within thirty (30) days following written request for payment submitted by either the Property Owner or Contractor.

NSLC and the Committee reserve the right to immediately revoke any Grant Letter and to recover any Grant made prior to such revocation in the event: (i) any information in the Property Owner's Application was untrue at the time when the Application was submitted or thereafter became untrue and the Property Owner failed to immediately notify NSLC in accordance with the terms of this Agreement; or (ii) the Property Owner breaches (a) any representation made by the Property Owner in his or her Application or any other document(s) submitted by the Property Owner or (b) any agreement or obligation imposed upon the

Property Owner as a condition to his or her receipt and acceptance of a Grant, whether imposed by the Grant Letter, the terms of this Application, or otherwise.

NON-COMPLIANCE

By submitting an Application and Agreement, the Property Owner agrees that the Project must be completed within six (6) months of the date of the Grant Letter. If the Property Owner fails to comply with this requirement, NSLC may rescind the Grant at any time.