

**The Housing Authority of The City of Pittsburgh**  
**Board Meeting AGENDA**  
**APRIL 24 , 2025**  
**10:30 A.M.**  
**412 BOULEVARD OF ALLIES, LOWER LEVEL CONFERENCE ROOM (2)**  
**PITTSBURGH, PA 15219 AND**  
**VIA ZOOM CONFERENCING**

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1. **Roll Call.**
  - 1A. **NOMINATION OF OFFICERS**
2. **Motion to Approve the March 27, 2025, Housing Authority of the City of Pittsburgh (HACP) Board of Commissioners Meeting Minutes.**
3. **Motion to Approve the Previously Received Activity Report for March 2025.**
4. **Acknowledgement of Public Comments.**
5. **Resolution No. 30 of 2025 - Authorizing the Executive Director or his Designee to Enter into a Contract with Granicus to Provide Website Design, Hosting and Maintenance Services for the Housing Authority of the City of Pittsburgh.**
6. **Resolution No. 31 of 2025 - Authorizing the Executive Director or His Designee to Amend HACP's Existing Homeownership Program and Assume Sole and Primary Financial Responsibility for the Urban Redevelopment Authority's (URA) OwnPgh Program to Sustain and Expand Affordable Housing Opportunities in the City of Pittsburgh for the Remainder of 2025.**
7. **Resolution No. 32 of 2025 - Authorizing the Executive Director or Designee to Amend the Monetary Value of the HVAC Heating and Air Conditioning Support Contract with Frederick and Son Contracting.**
8. **Resolution No. 33 of 2025 - Authorizing the Executive Director or Designee to Award a Contract to New Orleans Teleport, Inc. D/B/A CALLS PLUS for Answering Services Authority-Wide for the Housing Authority of the City of Pittsburgh.**
9. **Resolution No. 34 of 2025 - Ratifying the Executive Director's decision to write off Collection Losses in the amount of \$269,830.10 from Tenant Accounts Receivable for the Months of January 2025 through March 2025.**
10. **Resolution No. 35 of 2025 – Ratifying the Executive Director's decision to write off Collection Losses in the amount of \$259,153.93 from the Housing Choice Voucher (HCV) Accounts Receivables for the period ended December 31, 2024.**

11. **Resolution No. 36 of 2025 – Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIA Transactions.**
12. **Resolution No. 37 of 2025 - Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIB Transactions.**
13. **Resolution No. 38 of 2025 - Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIC Transactions.**
14. **Resolution No. 39 of 2025 - Authorizing the Executive Director or his Designee to Submit an Inventory Removal Application to the U.S. Department of Housing and Urban Development (HUD) for the Disposition of Eight (8) Vacant Properties.**
15. **Resolution No. 40 of 2025 - Authorizing the Executive Director or His Designee to Enter into a Contract to Purchase and Deliver Seventeen Geothermal Ground Sourced Heat Pump (GGSHP) units from Frederick and Son Contracting for the Northview Heights 16 Unit Rehabilitation Project, AMP-09.**
16. **Resolution No. 41 of 2025 - Authorizing the Executive Director, or His Designee, to Enter into Contracts with D. Dennis & Son, Inc. for Plumbing Infrastructure Services and with ABS, Building Systems Integrator, LLC for General Infrastructure Services, Related to the Installation of Modular Office Trailers for Case Management and Supportive Services under the Choice Neighborhood Initiative Grant at Bedford Dwellings, AMP-02.**
17. **Resolution No. 42 of 2025 - Authorizing the Executive Director or his Designee to Ratify Funding for Graciano Corporation for the Exigency Undertaking of Emergency Work to Stabilize and Remediate Balconies at Building No. 74 at Northview Heights, AMP-09.**
18. **Executive Report.**
19. **New Business.**
20. **Adjournment.**

**RESOLUTION No. 30 of 2025**

**A Resolution - Authorizing the Executive Director or his Designee to Enter into a Contract with Granicus to Provide Website Design, Hosting and Maintenance Services for the Housing Authority of the City of Pittsburgh**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) is preparing to develop a new website ([www.hacp.gov](http://www.hacp.gov)) which will replace the current iteration of the HACP's website ([www.hacp.org](http://www.hacp.org)) which has been in place for more than 25 years and was most recently overhauled in 2019; and

**WHEREAS**, the HACP has selected Granicus LLC to provide this service due to the company's capacity, technical ability, and long-standing public sector experience. Granicus has provided website services to thousands of public sector organizations, has extensive experience working with public housing authorities, and has a critical understanding of the specific needs of the Pittsburgh market, having recently completed website design projects for both the City of Pittsburgh and Allegheny County; and

**WHEREAS**, in the current digital environment an efficient, attractive, secure, client-centric website is a vital component of the HACP's communications infrastructure, that will be further relied upon in the coming years; and

**WHEREAS**, as detailed in their Service Level Agreement, Granicus commits to providing a reliable and high-performing website with a guaranteed availability of 99.9%. This commitment to both service levels and robust security measures ensures that the new HACP website will be consistently available, well-supported, and secure; and

**WHEREAS**, Granicus will be tasked with working under the direction of the HACP Information Technology (IT) and Community Affairs Departments in order to design and launch a new website, then provide ongoing hosting and maintenance services to the HACP; and

**WHEREAS**, Granicus provides various services to thousands of public sector and government organizations with their IT needs, including numerous public housing authorities, the City of Pittsburgh, and Allegheny County; and

**WHEREAS**, the HACP has determined it is in its best interest to utilize Omnia Partners (Contract Number: 01-115) which offers competitive pricing and eliminates the need for a separate Request For Proposals (RFP) process; and

**WHEREAS**, the HACP seeks to enter into a three (3) year contract with Granicus for the period of May 1, 2025 through April 30, 2028, with two (2) optional one (1) year extensions for a maximum term of five (5) years; and

**WHEREAS**, this procurement will be conducted in accordance with applicable federal, state, and local procurement rules and regulations and the procurement policies and procedures of the HACP.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is hereby authorized to enter into a contract with Granicus in the amount not-to-exceed \$1,212,370 for website design, hosting, and maintenance services; and

**Section 2.** The total amount of \$1,212,370 shall be payable from Moving to Work (MTW) and/or Program Income funds.

**RESOLUTION No. 31 of 2025**

**A Resolution – Authorizing the Executive Director or His Designee to Amend the Housing Authority of the City of Pittsburgh’s Existing Homeownership Program and Assume Sole and Primary Financial Responsibility for the Urban Redevelopment Authority’s (URA) OwnPgh Program to Sustain and Expand Affordable Housing Opportunities in the City of Pittsburgh for the Remainder of 2025**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) is committed to continuing to provide affordable housing options in the City of Pittsburgh; and

**WHEREAS**, the HACP partnered with the Urban Redevelopment Authority (URA) to provide deferred mortgage financing to low- and moderate-income first-time homebuyers in the City of Pittsburgh through the URA’s OwnPgh homeownership program (OwnPgh); and

**WHEREAS**, under the existing agreement, the HACP and the URA contributions were structured as “matching” funds for total deferred financing of up to \$80,000 per borrower (e.g., a \$70,000 deferred mortgage is sourced as \$35,000 from the URA and \$35,000 from the HACP). If the total deferred financing needed to achieve affordability exceeded \$80,000, the URA would solely fund additional financing up to \$10,000, with a maximum URA contribution of \$50,000 per borrower; and

**WHEREAS**, the HACP has experienced a significant increase in homeownership program participation through its partnership with the URA’s OwnPgh Program; and

**WHEREAS**, through this partnership, the HACP facilitated fifteen (15) successful home purchases in 2021, three (3) in 2022, sixty-four (64) in 2023, and ten (10) in 2025; and

**WHEREAS**, to ensure continuity of funding and continued administration of the program, the URA has requested that the HACP assume the role of the primary and sole funding partner for the OwnPgh Program for the remainder of Fiscal Year 2025; and

**WHEREAS**, to fulfill this role and maintain the availability of affordable homeownership opportunities in the City of Pittsburgh, the HACP will allocate the previously committed \$1,000,000.00 in Program Income Funds for the continued administration and full financial support of the OwnPgh Program in Fiscal Year 2025; and

**WHEREAS**, the HACP will amend the existing agreement with the URA to allow the HACP to exclusively provide total deferred financing of up to \$90,000 per approved borrower for deferred mortgage financing, utilizing a deferred second (2nd) mortgage of up to \$90,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is hereby authorized to allocate the previously committed \$1,000,000.00 in Program Income Funds for the continued administration and sole financial support of the OwnPgh Program for the remainder of Fiscal Year 2025, thereby making the HACP the exclusive funding partner; and

**Section 2.** The Executive Director or his Designee is hereby authorized and directed to:  
(i) negotiate, execute, and deliver all necessary agreements, documents, and instruments and take all necessary or desirable actions to implement the HACP-funded homeownership program; and  
(ii) complete any additional legally permissible actions necessary or advisable to carry out the activities contemplated herein; and

**Section 3.** The Executive Director or his Designee is hereby authorized and directed to take such other actions as may be necessary, advisable, or proper in connection with the HACP-exclusive homeownership program, including, but not limited to, the execution and delivery of all agreements, writings, and documents, as well as any amendments, changes, modifications, or additions thereto.

**RESOLUTION No. 32 of 2025**

**A Resolution - Authorizing the Executive Director or Designee to Amend the Monetary Value of the HVAC Heating and Air Conditioning Support Contract with Frederick and Son Contracting**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) utilizes Heating, Ventilation, and Air Conditioning (HVAC) Services across all HACP locations for heating and cooling of resident units and common area spaces in high rise properties; and

**WHEREAS**, the HACP is requesting to amend the monetary value of the Invitation for Bids (IFB) #300-30-23 by \$275,268.00 (35%) to the HVAC Heating and Air Conditioning Support contract with Frederick and Son Contracting to ensure the HACP can continue to provide heating, cooling services and maintenance for the full three (3) years and payment to vendor as stated in the terms of the original contract executed on December 20, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** Authorize the Executive Director or Designee to amend the monetary value of the HVAC Heating and Air Conditioning Support contract by \$275,268.00 (35%) with Frederick and Son Contracting for a new total amount not-to-exceed \$1,061,748.00; and

**Section 2.** The additional funds shall be made payable from the Operating Budgets of the sites and departments who utilize the services.

**Board Meeting  
April 24, 2025  
Agenda Item No. 8**

**RESOLUTION No. 33 of 2025**

**A Resolution - Authorizing the Executive Director or Designee to Award a Contract to  
New Orleans Teleport, Inc. D/B/A CALLS PLUS for Answering Services for the  
Housing Authority of the City of Pittsburgh**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) utilizes a third-party firm for Answering Services Authority-Wide to field after hour emergency and routine maintenance request phone calls; and

**WHEREAS**, on January 6, 2025, the HACP issued a Request for Proposal (RFP) #300-03-25 seeking qualified companies to provide Answering Services Authority-Wide; and

**WHEREAS**, RFP #300-03-25 was procured in accordance with applicable federal, state, and local procurement rules and regulations, as well as the procurement policies and procedures of the HACP.

**WHEREAS**, nine (9) companies responded to the RFP #300-03-25 for Answering Services; and

**WHEREAS**, New Orleans Teleport, Inc. D/B/A CALLS PLUS was determined to be the most responsive and responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1** The Executive Director, or Designee, is hereby authorized to enter into a contract in the amount not-to-exceed \$102,000.00 with New Orleans Teleport, Inc. D/B/A CALLS PLUS for Answering Services Authority-Wide for the initial term of one (1) year with two (2) one (1) year extension options, for a total of three (3) years; and

**Section 2** The total three (3) year authorized amount of \$102,000.00 shall be made payable from Program Income and/or Moving to Work (MTW) funds.



**Board Meeting  
April 24, 2025  
Agenda Item No. 9**

**RESOLUTION No. 34 of 2025**

**A Resolution – Ratifying the Executive Director’s decision to write off Collection Losses in the amount of \$269,830.10 from Tenant Accounts Receivable for the Months of January 2025 through March 2025**

**WHEREAS**, the net amount of past-due accounts of tenants who are no longer occupying a dwelling unit and who have not responded to collection notices from the Housing Authority of the City of Pittsburgh (HACP) during the months of January 2025 through March 2025 is \$269,830.10; and

**WHEREAS**, reasonable means of collection have been exhausted against these accounts; and

**WHEREAS**, the total collection losses written off from the Tenant Accounts Receivables (TARs) balance is \$269,830.10, which is 10.71% of the total rent and associated charges of \$2,520,393.54 for the first quarter of 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director’s decision to write off collection losses of \$269,830.10 from the Tenant Accounts Receivables (TARs) balance for January 2025 through March 2025 is hereby ratified.

**Board Meeting  
April 24, 2025  
Agenda Item No. 10**

**RESOLUTION No. 35 of 2025**

**A Resolution - Ratifying the Executive Director's decision to write off Collection Losses in the amount of \$259,153.93 from the Housing Choice Voucher (HCV) Accounts Receivable for the period ended December 31, 2024**

**WHEREAS**, the net amount of negative adjustments to landlord accounts for landlords who are no longer under contract to lease a dwelling unit to program participants, and resulting primarily from amounts owed by participants who have been terminated from the Housing Choice Voucher (HCV) Program for refusing to repay the Housing Authority of the City of Pittsburgh (HACP) for housing assistance funds overpaid on their behalf, and who have not responded to collection notices from the HACP requesting repayment was \$259,153.93; and

**WHEREAS**, reasonable means of collection have been exhausted against these accounts; and

**WHEREAS**, the total collection losses written off from the HCV accounts receivable balance is \$259,153.93 which represents 0.49% of all the Housing Assistance Payments (HAP) or the fiscal year ended December 31, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director's decision to write off collection losses of \$259,153.93 from the Housing Choice Voucher (HCV) Accounts Receivables balance for the fiscal year ended December 2024 is hereby ratified.

**RESOLUTION No. 36 of 2025**

**A Resolution – Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIA Transactions**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) is the owner of certain real property located in the Hill District of the City of Pittsburgh, Allegheny County, Pennsylvania and known as Bedford Dwellings, which is a 411-unit public housing development situated on approximately 23 acres (the "**Property**"); and

**WHEREAS**, the HACP previously approved that its affiliate, Allies & Ross Management and Development Corporation, a Pennsylvania nonprofit corporation ("**ARMDC**"), serve as the Authority's developer instrumentality and manage the development and revitalization of the Property and the surrounding neighborhood (the "**Project**"); and

**WHEREAS**, the ARMDC competitively selected Trek Development Group, Inc., a Pennsylvania corporation ("**Trek**"), to serve as its co-developer for the Project; and

**WHEREAS**, the ARMDC entered into that certain Master Development Agreement with Trek to govern the initial phase of the Project; and

**WHEREAS**, the ARMDC entered into that certain Agreement to Perform Additional Services and Amendment to Master Development Agreement with Trek to govern the second phase of the Project, which will be undertaken in three subphases; and

**WHEREAS**, the HACP and the United States Department of Housing and Urban Development ("**HUD**") entered into that certain FY2022 Choice Neighborhoods Implementation ("**CNI**") Grant Agreement (the "**Grant Agreement**"); and

**WHEREAS**, the Grant Agreement provides for a grant of Fifty Million and 00/100 (50,000,000.00) made by HUD to the HACP to assist in the Project; and

**WHEREAS**, for Phase IIB of the Project, the HACP desires to develop sixty (60) affordable rental units for seniors, thirty-nine (39) of which will be replacement units assisted with HUD's Rental Assistance Demonstration ("**RAD**") Program and Project-Based Rental Assistance ("**PBRA**") and twenty-one (21) of which will be assisted with low-income housing tax credits ("**LIHTC**") (collectively, "**Phase IIB**"); and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIB LLC, a Pennsylvania limited liability company (the "**Owner**"), to own, operate and develop Phase IIB; and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIB MM, LLC, a Pennsylvania limited liability company (the "**Managing Member**"), with Trek as the managing member of the Managing Member, for such Managing Member to serve as the managing member of the Owner; and

**WHEREAS**, the ARMDC has organized ARMDC-Bedford Dwellings Phase IIB, Inc., a Pennsylvania corporation (the "**Administrative Member**"), to serve as the administrative member of the Managing Member; and

**WHEREAS**, the Administrative Member intends to enter into an Operating Agreement with Trek to govern the Managing Member (the "**Managing Member Operating Agreement**"); and

**WHEREAS**, pursuant to the Managing Member Operating Agreement, the Administrative Member intends to designate Trek as the authorized signatory on behalf of the Managing Member with respect to all Phase IIB and Project-related documents requiring the signature of the Owner; and

**WHEREAS**, the Owner has been selected by Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 4% LIHTC for the Project; and

**WHEREAS**, the Managing Member intends to enter into an amended and restated operating agreement of the Owner (as may be further amended, the "**Amended and Restated OA**") to, among other things, admit an affiliate of the PNC Financial Services Group, Inc., a Pennsylvania corporation, or its affiliates, successors and/or assigns ("**PNC**"), as the investor member of the Owner (the "**Investor Member**") and admit an additional affiliate of PNC as the special member of the Owner; and

**WHEREAS**, the HACP intends to ground lease the Property to the Owner for the purpose of undertaking the Project pursuant to a Ground Lease between the Owner and the HACP (the "**Ground Lease**") to be evidenced by a Memorandum of Ground Lease between the Owner and the Authority, which will be recorded with the Allegheny County Division of Real Estate Office (the "**Memorandum of Ground Lease**"); and

**WHEREAS**, the Owner intends to enter into a RAD Conversion Commitment with the Authority and HUD (the "**RCC**"), which RCC details the RAD conversion process and the requirements applicable to the Project under the RAD program; and

**WHEREAS**, the conversion of the public housing units at the Property under RAD requires that the Authority and the Owner enter into certain additional documents, certificates, instruments and/or agreements with or in favor of HUD evidencing the RAD conversion process, including, without limitation, certain amendments and supplements to the RCC, as appropriate, a RAD Use Agreement, a RAD PBRA Housing Assistance Payments (HAP) Contract, Parts 1 and 2, and all addenda and exhibits attached thereto (the "**RAD PBRA HAP Contract**"), a Consolidated Owner Certification, a Certification and Assurances, and one or more full or partial Releases of Property from Declarations of Trust (collectively, with the RCC, the RAD PBRA HAP Contract and such other documents, commitments, papers, certificates, affidavits, instruments and agreements entered into, recorded and/or delivered in connection with the conversion to RAD, and all amendments, additions and supplements thereto, the "**RAD Documents**"); and

**WHEREAS**, the HACP intends to submit drafts of the RAD Documents and certain other evidentiary materials to HUD for review and approval in connection with the RAD conversion of the Property (the "**RAD Evidentiaries**"); and

**WHEREAS**, the Owner intends to enter into a Management Agreement with Trek with respect to the management of the Project; and

**WHEREAS**, the Owner intends to enter into one or more construction contracts with Mistick Construction Company, a Pennsylvania corporation, with respect to the construction of the Project; and

**WHEREAS**, the Owner intends to enter into an architect agreement with respect to the development of the Project with Wallace Roberts & Todd, LLC, a Pennsylvania limited liability company; and

**WHEREAS**, the PNC, in its capacity as a lender, intends to make a construction and bridge loan to the Owner (the "**Construction and Bridge Loan**") pursuant to a construction and bridge loan agreement between PNC and the Owner, as assigned to Federal Home Loan Mortgage Corporation (the "**Construction and Bridge Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to PNC (the "**Construction and Bridge Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**Construction and Bridge Loan Mortgage**" and, together with the Construction and Bridge Loan Agreement, the Construction and Bridge Loan Note, and such other documents, including without limitation, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction and Bridge Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction and Bridge Loan Documents**"); and

**WHEREAS**, in connection with the forward commitment for the Construction and Bridge Loan, the Owner will execute a delivery assurance note and other related documents in favor of PNC (collectively, the "**Delivery Assurance Documents**"); and

**WHEREAS**, the Urban Redevelopment Authority (the "**URA**") intends to make a loan of Community Development Block Grant ("**CDBG**") funds to the Owner (the "**CDBG Loan**") pursuant to a loan agreement (the "**CDBG Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**CDBG Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**CDBG Loan Mortgage**" and, together with the CDBG Loan Agreement, the CDBG Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CDBG Loan, and all amendments, additions and supplements thereto, collectively, the "**CDBG Loan Documents**"); and

**WHEREAS**, the URA intends to make a loan to the Owner (the "**URA Loan**") pursuant to a loan agreement (the "**URA Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**URA Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**URA Loan Mortgage**" and, together with the URA Loan Agreement, the URA Loan Note, and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the URA Loan, and all

amendments, additions and supplements thereto, collectively, the **"URA Loan Documents"**); and

**WHEREAS**, the ARMDC intends to make a loan of CNI funds to the Owner (the **"CNI Loan"**) pursuant to a loan agreement (the **"CNI Loan Agreement"**), evidenced by one or more promissory notes made by the Owner to ARMDC (the **"CNI Loan Note"**) and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the **"CNI Loan Mortgage"**) and, together with the CNI Loan Agreement, the CNI Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CNI Loan, and all amendments, additions and supplements thereto, collectively, the **"CNI Loan Documents"**); and

**WHEREAS**, the ARMDC intends to make a loan of Moving to Work (**"MTW"**) funds to the Owner (the **"MTW Loan"**) pursuant to a loan agreement (the **"MTW Loan Agreement"**), evidenced by one or more promissory notes made by the Owner to ARMDC (the **"MTW Loan Note"**) and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the **"MTW Loan Mortgage"**) and, together with the MTW Loan Agreement, the MTW Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the MTW Loan, and all amendments, additions and supplements thereto, collectively, the **"MTW Loan Documents"**); and

**WHEREAS**, the Investor Member intends to participate in the financing of the Project in exchange for the execution of certain documents by the Owner, the Managing Member, the Administrative Member, Trek, ARMDC and/or the HACP pursuant to the Amended and Restated OA, which may include, without limitation, the Amended and Restated OA, guaranty agreements, closing certificates, development agreements and a purchase option and right of first refusal agreement (collectively, with such other documents, commitments, papers, certificates, affidavits, instruments and agreements entered into, recorded and/or delivered in connection therewith, and all amendments, additions and supplements thereto, the **"Equity Documents"**); and

**WHEREAS**, the Owner anticipates to obtain equity capital from the proceeds of energy tax credits (the **"Energy Credits"**), and the Owner intends to execute all such documents, commitments, papers, certificates, affidavits, instruments and agreements in connection with such Energy Credits (the **"Energy Credits Documents"**) and, together with the Construction and Bridge Loan Documents, the Delivery Assurance Documents, the URA Loan Documents, the CDBG Loan Documents, the CNI Loan Documents, the MTW Loan Documents and the Equity Documents, collectively, the **"Project Financing Documents"**); and

**WHEREAS**, the HACP intends to take all other necessary actions, advisable or appropriate for the development and completion of the Project and all other transactions contemplated by this Resolution; and

**WHEREAS**, the Board of Commissioners of the HACP believes it to be in the best interest of the Authority to ratify all lawful actions taken relating to the Project and the other transactions

contemplated by this Resolution, and authorize the Executive Director of the Authority or his designee, and the officers of the Authority, or either or all of them (collectively, the "**Authorized Officers**") to take such other lawful actions that such Authorized Officers deem necessary, advisable or appropriate in connection with the Project and the other transactions contemplated by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the HACP:

**Section 1.** The foregoing "WHEREAS" clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein; and

**Section 2.** The Board of Commissioners of the HACP hereby approves in all respects the Project and Phase IIB and the transactions contemplated thereby and hereby, and approves, authorizes and directs the Authorized Officers, to take such actions on behalf of the Authority in connection with the RAD conversion of the public housing units at the Property and the development of the Property and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 3.** The Board of Commissioners of the HACP hereby approves in all respects the RCC and the RAD Documents and the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the RAD Documents and the transactions contemplated thereby, as the Authorized Officers deem necessary, advisable, or appropriate, including, without limitation, submission of the RAD Evidentiaries to HUD; and

**Section 4.** The Board of Commissioners of the HACP hereby approves in all respects the ground lease of the Property to the Owner pursuant to the Ground Lease and the transactions contemplated thereby and all filings and instruments for recording made in connection therewith, including, without limitation, the recording of the Memorandum of Ground Lease in the Allegheny County Division of Real Estate Office, and authorizes the Authorized Officers to take such actions in connection with the ground lease of the Property by the Owner pursuant to the Ground Lease and the transactions contemplated thereby and the Memorandum of Ground Lease as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 5.** The Board of Commissioners of the HACP hereby approves in all respects the provision of Section 8 PBV assistance for the units at the Project and authorizes the Authorized Officers to take such actions in connection with the provision of Section 8 PBV assistance for the units at the Project, including, without limitation entering into the Agreement to Enter Into a Housing Assistance Payments (HAP) Contract and the RAD PBRA HAP Contract with the Owner and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 6.** The Board of Commissioners of the HACP hereby approves in all respects the Project Financing Documents, as applicable to the Authority, and authorizes the Authorized Officers to take such actions in connection with the Project Financing Documents and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable, or appropriate; and

**Section 7.** The Board of Commissioners of the HACP hereby approves, on behalf of the Authority, in all respects, and the Authorized Officers are hereby authorized to sign and deliver

on behalf of the Authority, any and all documents that are necessary and applicable to the Authority in connection with the Project, including, without limitation, the Ground Lease, the RAD Documents, the RAD Evidentiaries, the Project Financing Documents, development agreements, cooperation agreements, agreements for payments in lieu of taxes, additional services agreements, license agreements, escrow or reserve agreements, deeds, mortgages, restrictive covenants, easement agreements, ground leases, memoranda of ground lease, options, rights of first refusal, operating agreements, rights of way, use agreements, compliance agreements, construction monitoring agreements, disbursement agreements, notes, loan agreements, pledge, security, operating and regulatory agreements, declarations, affidavits, estoppels, certifications, certificates, guarantees, pledges, security instruments, assignments, consents, subordination agreements, intercreditor agreements, indemnities, the HAP Contract, the RAD PBRA HAP Contract, and such other documents as the Authorized Officers deem necessary, advisable or appropriate, including, without limitation, any and all documents, in favor of or required by the Authority, PNC, URA, HUD and/or PHFA, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deem necessary, advisable or appropriate, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents (collectively, the "**Transaction Documents**"); and

**Section 8.** The Authorized Officers are hereby further authorized, empowered, and directed to take such other action, from time to time, in connection with the transactions contemplated by the foregoing resolutions as the Authorized Officers deem necessary, advisable, or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing; and

**Section 9.** The Authorized Officers are hereby authorized, without limitation, to, on behalf of the Authority, enter into the Transaction Documents, other agreements, or documents that the Authorized Officers deem necessary, advisable, or appropriate in connection with the Project; and

**Section 10.** The Board of Commissioners of HACP hereby ratifies, confirms and approves all lawful actions taken by the Authorized Officers or other officers, employees or Commissioners of the Authority, and all lawful papers and documents executed by any of the foregoing on behalf of the HACP where such actions, papers or documents effectuate the intent of these resolutions, and the consummation of the transactions and matters set forth herein, including payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.



**Board Meeting**  
**April 24, 2025**  
**Agenda Item No. 12**

**RESOLUTION No. 37 of 2025**

**A Resolution – Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIB Transactions**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) is the owner of certain real property located in the Hill District of the City of Pittsburgh, Allegheny County, Pennsylvania and known as Bedford Dwellings, which is a 411-unit public housing development situated on approximately 23 acres (the "**Property**"); and

**WHEREAS**, the HACP previously approved that its affiliate, Allies & Ross Management and Development Corporation, a Pennsylvania nonprofit corporation ("**ARMDC**"), serve as the Authority's developer instrumentality and manage the development and revitalization of the Property and the surrounding neighborhood (the "**Project**"); and

**WHEREAS**, the ARMDC competitively selected Trek Development Group, Inc., a Pennsylvania corporation ("**Trek**"), to serve as its co-developer for the Project; and

**WHEREAS**, the ARMDC entered into that certain Master Development Agreement with Trek to govern the initial phase of the Project; and

**WHEREAS**, the ARMDC entered into that certain Agreement to Perform Additional Services and Amendment to Master Development Agreement with Trek to govern the second phase of the Project, which will be undertaken in three subphases; and

**WHEREAS**, the HACP and the United States Department of Housing and Urban Development ("**HUD**") entered into that certain FY2022 Choice Neighborhoods Implementation ("**CNI**") Grant Agreement (the "**Grant Agreement**"); and

**WHEREAS**, the Grant Agreement provides for a grant of Fifty Million and 00/100 (50,000,000.00) made by HUD to the HACP to assist in the Project; and

**WHEREAS**, for Phase IIB of the Project, the HACP desires to develop sixty (60) affordable rental units for seniors, thirty-nine (39) of which will be replacement units assisted with HUD's Rental Assistance Demonstration ("**RAD**") Program and Project-Based Rental Assistance ("**PBRA**") and twenty-one (21) of which will be assisted with low-income housing tax credits ("**LIHTC**") (collectively, "**Phase IIB**"); and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIB LLC, a Pennsylvania limited liability company (the "**Owner**"), to own, operate and develop Phase IIB; and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIB MM, LLC, a Pennsylvania limited liability company (the "**Managing Member**"), with Trek as the managing member of the

Managing Member, for such Managing Member to serve as the managing member of the Owner; and

**WHEREAS**, the ARMDC has organized ARMDC-Bedford Dwellings Phase IIB, Inc., a Pennsylvania corporation (the "**Administrative Member**"), to serve as the administrative member of the Managing Member; and

**WHEREAS**, the Administrative Member intends to enter into an Operating Agreement with Trek to govern the Managing Member (the "**Managing Member Operating Agreement**"); and

**WHEREAS**, pursuant to the Managing Member Operating Agreement, the Administrative Member intends to designate Trek as the authorized signatory on behalf of the Managing Member with respect to all Phase IIB and Project-related documents requiring the signature of the Owner; and

**WHEREAS**, the Owner has been selected by Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 4% LIHTC for the Project; and

**WHEREAS**, the Managing Member intends to enter into an amended and restated operating agreement of the Owner (as may be further amended, the "**Amended and Restated OA**") to, among other things, admit an affiliate of The PNC Financial Services Group, Inc., a Pennsylvania corporation, or its affiliates, successors and/or assigns ("**PNC**"), as the investor member of the Owner (the "**Investor Member**") and admit an additional affiliate of PNC as the special member of the Owner; and

**WHEREAS**, the HACP intends to ground lease the Property to the Owner for the purpose of undertaking the Project pursuant to a Ground Lease between the Owner and the HACP (the "**Ground Lease**") to be evidenced by a Memorandum of Ground Lease between the Owner and the Authority, which will be recorded with the Allegheny County Division of Real Estate Office (the "**Memorandum of Ground Lease**"); and

**WHEREAS**, the Owner intends to enter into a RAD Conversion Commitment with the HACP and HUD (the "**RCC**"), which RCC details the RAD conversion process and the requirements applicable to the Project under the RAD program; and

**WHEREAS**, the conversion of the public housing units at the Property under RAD requires that the HACP and the Owner enter into certain additional documents, certificates, instruments and/or agreements with or in favor of HUD evidencing the RAD conversion process, including, without limitation, certain amendments and supplements to the RCC, as appropriate, a RAD Use Agreement, a RAD PBRA Housing Assistance Payments (HAP) Contract, Parts 1 and 2, and all addenda and exhibits attached thereto (the "**RAD PBRA HAP Contract**"), a Consolidated Owner Certification, a Certification and Assurances, and one or more full or partial Releases of Property from Declarations of Trust (collectively, with the RCC, the RAD PBRA HAP Contract and such other documents, commitments, papers, certificates, affidavits, instruments and agreements entered into, recorded and/or delivered in connection with the conversion to RAD, and all amendments, additions and supplements thereto, the "**RAD Documents**"); and

**WHEREAS**, the HACP intends to submit drafts of the RAD Documents and certain other evidentiary materials to HUD for review and approval in connection with the RAD conversion of the Property (the "**RAD Evidentiaries**"); and

**WHEREAS**, the Owner intends to enter into a Management Agreement with Trek with respect to the management of the Project; and

**WHEREAS**, the Owner intends to enter into one or more construction contracts with Mistick Construction Company, a Pennsylvania corporation, with respect to the construction of the Project; and

**WHEREAS**, the Owner intends to enter into an architect agreement with respect to the development of the Project with Wallace Roberts & Todd, LLC, a Pennsylvania limited liability company; and

**WHEREAS**, PNC, in its capacity as a lender, intends to make a construction and bridge loan to the Owner (the "**Construction and Bridge Loan**") pursuant to a construction and bridge loan agreement between PNC and the Owner, as assigned to Federal Home Loan Mortgage Corporation (the "**Construction and Bridge Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to PNC (the "**Construction and Bridge Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**Construction and Bridge Loan Mortgage**" and, together with the Construction and Bridge Loan Agreement, the Construction and Bridge Loan Note, and such other documents, including without limitation, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction and Bridge Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction and Bridge Loan Documents**"); and

**WHEREAS**, in connection with the forward commitment for the Construction and Bridge Loan, the Owner will execute a delivery assurance note and other related documents in favor of PNC (collectively, the "**Delivery Assurance Documents**"); and

**WHEREAS**, the Urban Redevelopment Authority (the "**URA**") intends to make a loan of Community Development Block Grant ("**CDBG**") funds to the Owner (the "**CDBG Loan**") pursuant to a loan agreement (the "**CDBG Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**CDBG Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**CDBG Loan Mortgage**" and, together with the CDBG Loan Agreement, the CDBG Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CDBG Loan, and all amendments, additions and supplements thereto, collectively, the "**CDBG Loan Documents**"); and

**WHEREAS**, the URA intends to make a loan to the Owner (the "**URA Loan**") pursuant to a loan agreement (the "**URA Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**URA Loan Note**") and secured by, among other things, an

Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**URA Loan Mortgage**") and, together with the URA Loan Agreement, the URA Loan Note, and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the URA Loan, and all amendments, additions and supplements thereto, collectively, the "**URA Loan Documents**"; and

**WHEREAS**, the ARMDC intends to make a loan of CNI funds to the Owner (the "**CNI Loan**") pursuant to a loan agreement (the "**CNI Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the ARMDC (the "**CNI Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**CNI Loan Mortgage**") and, together with the CNI Loan Agreement, the CNI Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CNI Loan, and all amendments, additions and supplements thereto, collectively, the "**CNI Loan Documents**"; and

**WHEREAS**, the ARMDC intends to make a loan of Moving to Work (MTW) funds to the Owner (the "**MTW Loan**") pursuant to a loan agreement (the "**MTW Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the ARMDC (the "**MTW Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**MTW Loan Mortgage**") and, together with the MTW Loan Agreement, the MTW Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the MTW Loan, and all amendments, additions and supplements thereto, collectively, the "**MTW Loan Documents**"; and

**WHEREAS**, the Investor Member intends to participate in the financing of the Project in exchange for the execution of certain documents by the Owner, the Managing Member, the Administrative Member, Trek, ARMDC and/or the HACP pursuant to the Amended and Restated OA, which may include, without limitation, the Amended and Restated OA, guaranty agreements, closing certificates, development agreements and a purchase option and right of first refusal agreement (collectively, with such other documents, commitments, papers, certificates, affidavits, instruments and agreements entered into, recorded and/or delivered in connection therewith, and all amendments, additions and supplements thereto, the "**Equity Documents**"; and

**WHEREAS**, the Owner anticipates to obtain equity capital from the proceeds of energy tax credits (the "**Energy Credits**"), and the Owner intends to execute all such documents, commitments, papers, certificates, affidavits, instruments and agreements in connection with such Energy Credits (the "**Energy Credits Documents**") and, together with the Construction and Bridge Loan Documents, the Delivery Assurance Documents, the URA Loan Documents, the CDBG Loan Documents, the CNI Loan Documents, the MTW Loan Documents and the Equity Documents, collectively, the "**Project Financing Documents**"; and

**WHEREAS**, the HACP intends to take all other necessary actions, advisable or appropriate for the development and completion of the Project and all other transactions contemplated by this Resolution; and

**WHEREAS**, the Board of Commissioners of the HACP believes it to be in the best interest of the Authority to ratify all lawful actions taken relating to the Project and the other transactions contemplated by this Resolution, and authorize the Executive Director of the HACP or his Designee, and the officers of the HACP, or either or all of them (collectively, the "**Authorized Officers**") to take such other lawful actions that such Authorized Officers deem necessary, advisable or appropriate in connection with the Project and the other transactions contemplated by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Authority:

**Section 1.** The foregoing "WHEREAS" clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein; and

**Section 2.** The Board of Commissioners of the HACP hereby approves in all respects the Project and Phase IIB and the transactions contemplated thereby and hereby, and approves, authorizes and directs the Authorized Officers, to take such actions on behalf of the HACP in connection with the RAD conversion of the public housing units at the Property and the development of the Property and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 3.** The Board of Commissioners of the HACP hereby approves in all respects the RCC and the RAD Documents and the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the RAD Documents and the transactions contemplated thereby, as the Authorized Officers deem necessary, advisable, or appropriate, including, without limitation, submission of the RAD Evidentiaries to HUD; and

**Section 4.** The Board of Commissioners of the HACP hereby approves in all respects the ground lease of the Property to the Owner pursuant to the Ground Lease and the transactions contemplated thereby and all filings and instruments for recording made in connection therewith, including, without limitation, the recording of the Memorandum of Ground Lease in the Allegheny County Division of Real Estate Office, and authorizes the Authorized Officers to take such actions in connection with the ground lease of the Property by the Owner pursuant to the Ground Lease and the transactions contemplated thereby and the Memorandum of Ground Lease as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 5.** The Board of Commissioners of the HACP hereby approves in all respects the provision of Section 8 PBV assistance for the units at the Project and authorizes the Authorized Officers to take such actions in connection with the provision of Section 8 PBV assistance for the units at the Project, including, without limitation entering into the Agreement to Enter Into a Housing Assistance Payments (**HAP**) Contract and the RAD PBRA HAP Contract with the Owner and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 6.** The Board of Commissioners of the HACP hereby approves in all respects the Project Financing Documents, as applicable to the Authority, and authorizes the Authorized Officers to take such actions in connection with the Project Financing Documents and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable, or appropriate; and

**Section 7.** The Board of Commissioners of the HACP hereby approves, on behalf of the Authority, in all respects, and the Authorized Officers are hereby authorized to sign and deliver on behalf of the Authority, any and all documents that are necessary and applicable to the Authority in connection with the Project, including, without limitation, the Ground Lease, the RAD Documents, the RAD Evidentiaries, the Project Financing Documents, development agreements, cooperation agreements, agreements for payments in lieu of taxes, additional services agreements, license agreements, escrow or reserve agreements, deeds, mortgages, restrictive covenants, easement agreements, ground leases, memoranda of ground lease, options, rights of first refusal, operating agreements, rights of way, use agreements, compliance agreements, construction monitoring agreements, disbursement agreements, notes, loan agreements, pledge, security, operating and regulatory agreements, declarations, affidavits, estoppels, certifications, certificates, guarantees, pledges, security instruments, assignments, consents, subordination agreements, intercreditor agreements, indemnities, the HAP Contract, the RAD PBRA HAP Contract, and such other documents as the Authorized Officers deem necessary, advisable or appropriate, including, without limitation, any and all documents, in favor of or required by the Authority, PNC, URA, HUD and/or PHFA, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deem necessary, advisable or appropriate, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents (collectively, the "**Transaction Documents**"); and

**Section 8.** The Authorized Officers are hereby further authorized, empowered, and directed to take such other action, from time to time, in connection with the transactions contemplated by the foregoing resolutions as the Authorized Officers deem necessary, advisable, or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing; and

**Section 9.** The Authorized Officers are hereby authorized, without limitation, to, on behalf of the Authority, enter into the Transaction Documents, other agreements, or documents that the Authorized Officers deem necessary, advisable, or appropriate in connection with the Project; and

**Section 10.** The Board of Commissioners of the HACP hereby ratifies, confirms and approves all lawful actions taken by the Authorized Officers or other officers, employees or Commissioners of the HACP, and all lawful papers and documents executed by any of the foregoing on behalf of the Authority where such actions, papers or documents effectuate the intent of these resolutions, and the consummation of the transactions and matters set forth herein, including payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

**Board Meeting  
April 24, 2025  
Agenda Item No.13**

**RESOLUTION No. 38 of 2025**

**A Resolution – Authorizing the Executive Director or his Designee to approve the full financing structure and participation in Bedford Dwellings Phase IIC Transactions**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) is the owner of certain real property located in the Hill District of the City of Pittsburgh, Allegheny County, Pennsylvania and known as Bedford Dwellings, which is a 411-unit public housing development situated on approximately 23 acres (the "**Property**"); and

**WHEREAS**, the HACP previously approved that its affiliate, Allies & Ross Management and Development Corporation, a Pennsylvania nonprofit corporation ("**ARMDC**"), serve as the Authority's developer instrumentality and manage the development and revitalization of the Property and the surrounding neighborhood (the "**Project**"); and

**WHEREAS**, the ARMDC competitively selected Trek Development Group, Inc., a Pennsylvania corporation ("**Trek**"), to serve as its co-developer for the Project; and

**WHEREAS**, the ARMDC entered into that certain Master Development Agreement with Trek to govern the initial phase of the Project; and

**WHEREAS**, the ARMDC entered into that certain Agreement to Perform Additional Services and Amendment to Master Development Agreement with Trek to govern the second phase of the Project, which will be undertaken in three subphases; and

**WHEREAS**, the HACP and the United States Department of Housing and Urban Development ("**HUD**") entered into that certain FY2022 Choice Neighborhoods Implementation ("**CNI**") Grant Agreement (the "**Grant Agreement**"); and

**WHEREAS**, the Grant Agreement provides for a grant of Fifty Million and 00/100 (50,000,000.00) made by HUD to the HACP to assist in the Project; and

**WHEREAS**, for Phase IIC of the Project, the HACP desires to develop fifty (50) affordable rental units, twenty-nine (29) of which will be replacement units assisted with HUD's Rental Assistance Demonstration ("**RAD**") Program and Project-Based Rental Assistance ("**PBRA**"), and twenty-one (21) of which will be assisted with Low-Income Housing Tax Credits ("**LIHTC**") (collectively, "**Phase IIC**"); and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIC LLC, a Pennsylvania limited liability company (the "**Owner**"), to own, operate and develop Phase IIC; and

**WHEREAS**, Trek has organized Bedford Dwellings Phase IIC MM, LLC, a Pennsylvania limited liability company (the "**Managing Member**"), with Trek as the managing member of the Managing Member, for such Managing Member to serve as the managing member of the Owner; and

**WHEREAS**, the ARMDC has organized ARMDC-Bedford Dwellings Phase IIC, Inc., a Pennsylvania corporation (the "**Administrative Member**"), to serve as the administrative member of the Managing Member; and

**WHEREAS**, the Administrative Member intends to enter into an Operating Agreement with Trek to govern the Managing Member (the "**Managing Member Operating Agreement**"); and

**WHEREAS**, pursuant to the Managing Member Operating Agreement, the Administrative Member intends to designate Trek as the authorized signatory on behalf of the Managing Member with respect to all Phase IIC and Project-related documents requiring the signature of the Owner; and

**WHEREAS**, the Owner has been selected by the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 4% LIHTC for the Project; and

**WHEREAS**, the Managing Member intends to enter into an amended and restated operating agreement of the Owner (as may be further amended, the "**Amended and Restated OA**") to, among other things, admit an affiliate of The PNC Financial Services Group, Inc., a Pennsylvania corporation, or its affiliates, successors and/or assigns ("**PNC**"), as the investor member of the Owner (the "**Investor Member**") and admit an additional affiliate of PNC as the special member of the Owner; and

**WHEREAS**, the HACP intends to ground lease the Property to the Owner for the purpose of undertaking the Project pursuant to a Ground Lease between the Owner and the Authority (the "**Ground Lease**") to be evidenced by a Memorandum of Ground Lease between the Owner and the Authority, which will be recorded with the Allegheny County Division of Real Estate Office (the "**Memorandum of Ground Lease**"); and

**WHEREAS**, the Owner intends to enter into a RAD Conversion Commitment with the HACP and HUD (the "**RCC**"), which RCC details the RAD conversion process and the requirements applicable to the Project under the RAD program; and

**WHEREAS**, the conversion of the public housing units at the Property under RAD requires that the HACP and the Owner enter into certain additional documents, certificates, instruments and/or agreements with or in favor of HUD evidencing the RAD conversion process, including, without limitation, certain amendments and supplements to the RCC, as appropriate, a RAD Use Agreement, a RAD PBRA Housing Assistance Payments Contract, Parts 1 and 2, and all addenda and exhibits attached thereto (the "**RAD PBRA HAP Contract**"), a Consolidated Owner Certification, a Certification and Assurances, and one or more full or partial Releases of Property from Declarations of Trust (collectively, with the RCC, the RAD PBRA HAP Contract and such other documents, commitments, papers, certificates, affidavits, instruments and agreements



entered into, recorded and/or delivered in connection with the conversion to RAD, and all amendments, additions and supplements thereto, the "**RAD Documents**"); and

**WHEREAS**, the HACP intends to submit drafts of the RAD Documents and certain other evidentiary materials to HUD for review and approval in connection with the RAD conversion of the Property (the "**RAD Evidentiaries**"); and

**WHEREAS**, the Owner intends to enter into a Management Agreement with Trek with respect to the management of the Project; and

**WHEREAS**, the Owner intends to enter into one or more construction contracts with Mistick Construction Company, a Pennsylvania corporation, with respect to the construction of the Project; and

**WHEREAS**, the Owner intends to enter into an architect agreement with respect to the development of the Project with Wallace Roberts & Todd, LLC, a Pennsylvania limited liability company; and

**WHEREAS**, the PNC, in its capacity as a lender, intends to make a construction and bridge loan to the Owner (the "**Construction and Bridge Loan**") pursuant to a construction and bridge loan agreement between PNC and the Owner, as assigned to Federal Home Loan Mortgage Corporation (the "**Construction and Bridge Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to PNC (the "**Construction and Bridge Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**Construction and Bridge Loan Mortgage**" and, together with the Construction and Bridge Loan Agreement, the Construction and Bridge Loan Note, and such other documents, including without limitation, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction and Bridge Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction and Bridge Loan Documents**"); and

**WHEREAS**, in connection with the forward commitment for the Construction and Bridge Loan, the Owner will execute a delivery assurance note and other related documents in favor of PNC (collectively, the "**Delivery Assurance Documents**"); and

**WHEREAS**, the Urban Redevelopment Authority (the "**URA**") intends to make a loan of Rental Gap Program funds to the Owner (the "**RGP Loan**") pursuant to a loan agreement (the "**RGP Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**RGP Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**RGP Loan Mortgage**" and, together with the RGP Loan Agreement, the RGP Loan Note, and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the RGP Loan, and all amendments, additions and supplements thereto, collectively, the "**RGP Loan Documents**"); and

**WHEREAS**, the URA intends to make a loan of Community Development Block Grant ("CDBG") funds to the Owner (the "**CDBG Loan**") pursuant to a loan agreement (the "**CDBG Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the URA (the "**CDBG Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**CDBG Loan Mortgage**" and, together with the CDBG Loan Agreement, the CDBG Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CDBG Loan, and all amendments, additions and supplements thereto, collectively, the "**CDBG Loan Documents**"); and

**WHEREAS**, the ARMDC intends to make a loan of CNI funds to the Owner (the "**CNI Loan**") pursuant to a loan agreement (the "**CNI Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to ARMDC (the "**CNI Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**CNI Loan Mortgage**" and, together with the CNI Loan Agreement, the CNI Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the CNI Loan, and all amendments, additions and supplements thereto, collectively, the "**CNI Loan Documents**"); and

**WHEREAS**, the ARMDC intends to make a loan of Moving to Work ("**MTW**") funds to the Owner (the "**MTW Loan**") pursuant to a loan agreement (the "**MTW Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to ARMDC (the "**MTW Loan Note**") and secured by, among other things, an Open-End Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**MTW Loan Mortgage**" and, together with the MTW Loan Agreement, the MTW Loan Note and such other documents, including without limitation, declarations of covenants and restrictions, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the MTW Loan, and all amendments, additions and supplements thereto, collectively, the "**MTW Loan Documents**"); and

**WHEREAS**, the Investor Member intends to participate in the financing of the Project in exchange for the execution of certain documents by the Owner, the Managing Member, the Administrative Member, Trek, ARMDC and/or the Authority pursuant to the Amended and Restated OA, which may include, without limitation, the Amended and Restated OA, guaranty agreements, closing certificates, development agreements and a purchase option and right of first refusal agreement (collectively, with such other documents, commitments, papers, certificates, affidavits, instruments and agreements entered into, recorded and/or delivered in connection therewith, and all amendments, additions and supplements thereto, the "**Equity Documents**"); and

**WHEREAS**, the Owner anticipates to obtain equity capital from the proceeds of energy tax credits (the "**Energy Credits**"), and the Owner intends to execute all such documents, commitments, papers, certificates, affidavits, instruments and agreements in connection with such Energy Credits (the "**Energy Credits Documents**" and, together with the Construction and Bridge Loan Documents, the Delivery Assurance Documents, the RGP Loan Documents, the CDBG Loan

Documents, the CNI Loan Documents, the MTW Loan Documents and the Equity Documents, collectively, the "**Project Financing Documents**"); and

**WHEREAS**, the HACP intends to take all other actions necessary, advisable, or appropriate for the development and completion of the Project and all other transactions contemplated by this Resolution; and

**WHEREAS**, the Board of Commissioners of the HACP believes it to be in the best interest of the Authority to ratify all lawful actions taken relating to the Project and the other transactions contemplated by this Resolution, and authorize the Executive Director of the HACP or his designee, and the officers of the Authority, or either or all of them (collectively, the "**Authorized Officers**") to take such other lawful actions that such Authorized Officers deem necessary, advisable or appropriate in connection with the Project and the other transactions contemplated by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The foregoing "WHEREAS" clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein; and

**Section 2.** The Board of Commissioners of the HACP hereby approves in all respects the Project and Phase IIC and the transactions contemplated thereby and hereby, and approves, authorizes and directs the Authorized Officers, to take such actions on behalf of the Authority in connection with the RAD conversion of the public housing units at the Property and the development of the Property and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 3.** The Board of Commissioners of the HACP hereby approves in all respects the RCC and the RAD Documents and the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the RAD Documents and the transactions contemplated thereby, as the Authorized Officers deem necessary, advisable, or appropriate, including, without limitation, submission of the RAD Evidentiaries to HUD; and

**Section 4.** The Board of Commissioners of the HACP hereby approves in all respects the ground lease of the Property to the Owner pursuant to the Ground Lease and the transactions contemplated thereby and all filings and instruments for recording made in connection therewith, including, without limitation, the recording of the Memorandum of Ground Lease in the Allegheny County Division of Real Estate Office, and authorizes the Authorized Officers to take such actions in connection with the ground lease of the Property by the Owner pursuant to the Ground Lease and the transactions contemplated thereby and the Memorandum of Ground Lease as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 5.** The Board of Commissioners of the HACP hereby approves in all respects the provision of Section 8 PBV assistance for the units at the Project and authorizes the Authorized Officers to take such actions in connection with the provision of Section 8 PBV assistance for the units at the Project, including, without limitation entering into the Agreement to Enter Into a Housing

Assistance Payments (HAP) Contract and the RAD PBRA HAP Contract with the Owner and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate; and

**Section 6.** The Board of Commissioners of the HACP hereby approves in all respects the Project Financing Documents, as applicable to the Authority, and authorizes the Authorized Officers to take such actions in connection with the Project Financing Documents and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable, or appropriate; and

**Section 7.** The Board of Commissioners of the HACP hereby approves, on behalf of the Authority, in all respects, and the Authorized Officers are hereby authorized to sign and deliver on behalf of the HACP, any and all documents that are necessary and applicable to the Authority in connection with the Project, including, without limitation, the Ground Lease, the RAD Documents, the RAD Evidentiaries, the Project Financing Documents, development agreements, cooperation agreements, agreements for payments in lieu of taxes, additional services agreements, license agreements, escrow or reserve agreements, deeds, mortgages, restrictive covenants, easement agreements, ground leases, memoranda of ground lease, options, rights of first refusal, operating agreements, rights of way, use agreements, compliance agreements, construction monitoring agreements, disbursement agreements, notes, loan agreements, pledge, security, operating and regulatory agreements, declarations, affidavits, estoppels, certifications, certificates, guarantees, pledges, security instruments, assignments, consents, subordination agreements, intercreditor agreements, indemnities, the HAP Contract, the RAD PBRA HAP Contract and such other documents as the Authorized Officers deem necessary, advisable or appropriate, including, without limitation, any and all documents, in favor of or required by the HACP, PNC, URA, HUD and/or PHFA, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deem necessary, advisable or appropriate, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents (collectively, the "**Transaction Documents**"); and

**Section 8.** The Authorized Officers are hereby further authorized, empowered, and directed to take such other action, from time to time, in connection with the transactions contemplated by the foregoing resolutions as the Authorized Officers deem necessary, advisable, or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing; and

**Section 9.** The Authorized Officers are hereby authorized, without limitation, to, on behalf of the Authority, enter into the Transaction Documents, other agreements, or documents that the Authorized Officers deem necessary, advisable, or appropriate in connection with the Project; and

**Section 10.** The Board of Commissioners of the HACP hereby ratifies, confirms and approves all lawful actions taken by the Authorized Officers or other officers, employees or Commissioners of the HACP, and all lawful papers and documents executed by any of the foregoing on behalf of the Authority where such actions, papers or documents effectuate the intent of these resolutions, and the consummation of the transactions and matters set forth herein, including payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

**RESOLUTION No. 39 of 2025**

**A Resolution – Authorizing the Executive Director or his Designee to Submit an Inventory Removal Application to the U.S. Department of Housing and Urban Development (HUD) for the Disposition of Eight (8) Vacant Properties**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) Board Resolution No. 84 of 2022 approved the creation of the Surplus Property Sales (SPS) Program to dispose of HACP-owned vacant properties (HACP Surplus Properties) to adjacent property owners (Adjacent Owners) that were acquired incidental to the development of public housing project(s) and were never utilized for public housing with Date of Full Availability (DOFA); and

**WHEREAS**, the HACP identified several parcels that meet the criteria of the SPS Program and intends to dispose of the eight (8) HACP Surplus Properties to the respective Adjacent Owners in a transaction for ten percent (10%) of the Fair Market Value (FMV); and

**WHEREAS**, the HACP intends to utilize any proceeds from the sale of the eight (8) HACP Surplus Properties for the management and development of low-income affordable housing; and

**WHEREAS**, HUD Special Application Center (SAC) and the HUD Pittsburgh/Buffalo Field Office recently changed their previous instruction to demand a formal disposition application instead of streamlined disposition proposal and, therefore, the HACP staff have completed the necessary due diligence items to submit an application to HUD for the approval of the disposition, including items such as resident consultation and local governmental consultation; and

**WHEREAS**, the HACP has determined that the disposition aligns with the FY 2025 Moving to Work (MTW) Plan and is in the best interest of the HACP and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is hereby further authorized and directed to prepare, execute, and submit to HUD all required documentation necessary to obtain approval for the proposed disposition of the HACP Surplus Properties; and

**Section 2.** Upon approval by HUD, the Executive Director or his Designee is hereby authorized to dispose of the Properties to the respective adjacent property owners by way of disposition in the form of a transaction of sale for 10% of the FMV totaling \$10,600.00; and

**Section 3.** The Executive Director or his Designee is hereby authorized, empowered, and directed to take such other action, from time to time, in connection with the transaction contemplated by the foregoing resolutions as the Executive Director or his Designee deems necessary, advisable, or appropriate, including payment of any fees, costs, expenses, assessments, and/or taxes in connection with the foregoing.

**RESOLUTION No. 40 of 2025**

**A Resolution – Authorizing the Executive Director or His Designee to Enter into a Contract to Purchase and Deliver Seventeen Geothermal Ground Sourced Heat Pump (GSHP) units from Frederick and Son Contracting for the Northview Heights 16 Unit Rehabilitation Project, AMP-09**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) determined that it was necessary to issue an Invitation for Bid (IFB) to purchase and deliver seventeen Geothermal Ground Sourced Heat Pump (GGSHHP) units for the 16 Unit Rehabilitation Project at Northview Heights; AMP-09; and

**WHEREAS**, the existing geothermal units servicing the 16 rehabilitated units are nearing the end of their useful life and have exhibited signs of degradation; and

**WHEREAS**, the HACP desires to proactively minimize potential service disruptions and to ensure the continued comfort, safety, and well-being of the residents for the 16 Unit Rehabilitation Project by purchasing sixteen GGSHHP units and one (1) backup GGSHHP unit that can be readily deployed in the event of equipment failure; and

**WHEREAS**, on December 9, 2024, the HACP advertised Invitation for Bid (IFB) 600-39-24 for 17 GGSP Units at Northview Heights for the 16 Unit Rehabilitation for which only one (1) proposal was received. As a result, the bid process could not advance due to the failure to obtain the minimum number of bids required for competition as established in the HACP procurement policies.

**WHEREAS**, on February 16, 2025, the HACP advertised Invitation for Bid (IFB) 600-39-24 REBID seeking qualified vendors for the project, and on March 18, 2025, the HACP received five (5) bids in response to the IFB; and

**WHEREAS**, HVAC Distributors Group, the initial apparent lowest bid, withdrew their bid; and

**WHEREAS**, Frederick and Son Contracting, the subsequent apparent lowest bidder, was determined to be the lowest responsive and responsible bidder with a bid amount of \$ 87,040.00; and

**WHEREAS**, the HACP desires to enter into a contract with Frederick and Son Contracting for the purchase and delivery in the proposed amount of \$87,040.00 which was determined to be reasonable; and

**WHEREAS**, the procurement was conducted in accordance with applicable federal, state, and local procurement rules and regulations, and the HACP's procurement policies and procedures.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is hereby authorized to issue a contract to Frederick and Son Contracting with the not-to-exceed amount of \$ 87,040.00 to authorize the purchase of sixteen Geothermal GSHP units and one (1) backup Geothermal Ground Sourced Heat Pump (GGSHP) unit for the 16 rehabilitated units; and

**Section 2.** The authorized amount shall be paid from Program Income and/or Moving to Work (MTW) funds.

**Board Meeting  
April 24, 2025  
Agenda Item No. 16**

**RESOLUTION No. 41 of 2025**

**A Resolution - Authorizing the Executive Director, or His Designee, to Enter into Contracts with D. Dennis & Son, Inc. for Plumbing Infrastructure Services and with ABS, Building Systems Integrator, LLC for General Infrastructure Services, Related to the Installation of Modular Office Trailers for Case Management and Supportive Services under the Choice Neighborhood Initiative Grant at Bedford Dwellings, AMP-02**

**WHEREAS**, on July 26, 2023, the Housing Authority of the City of Pittsburgh (HACP) was awarded a Fiscal Year (FY) 2022 Choice Neighborhoods Implementation Grant ("CNI Grant") from the U.S. Department of Housing and Urban Development (HUD )to support the redevelopment of the Bedford Dwellings community; and

**WHEREAS**, a core requirement of the CNI Grant is to provide case management and supportive services ("Case Management Services") to Bedford Dwellings residents; and

**WHEREAS**, the HACP has determined that locating Case Management Services on-site in modular office trailers will maximize service delivery, resident participation, and flexibility during redevelopment activities; and

**WHEREAS**, on December 14, 2023, under Resolution No. 89 of 2023, the Board approved the acquisition of four (4) modular office trailers to support CNI Grant programs; and

**WHEREAS**, the HACP issued Invitation for Bid (IFB) No. 600-37-24 on November 10, 2024, seeking qualified electrical, plumbing, and general contractors for infrastructure construction services; and

**WHEREAS**, the HACP only had successful competition for electric construction infrastructure services, and the award for the electric infrastructure construction service was approved under Resolution No. 10 of 2025; and

**WHEREAS**, plumbing and general infrastructure construction services had insufficient competition, for which a receiving only one (1) bid for plumbing and general contractors; and

**WHEREAS**, after reissuing IFB No. 600-37-24 (REBID) on December 22, 2024, the HACP received no bids by the January 28, 2028 deadline; and

**WHEREAS**, following two (2) unsuccessful competitive solicitations, the Procurement Department recommended proceeding with a sole source award for plumbing and general infrastructure construction services; and



**WHEREAS**, the HACP solicited and received proposals from D. Dennis & Son, Inc. for plumbing infrastructure construction services in the amount of \$95,600.03, and from ABS Building Systems Integrator, LLC for general infrastructure construction services in the amount of \$52,820.02, with both proposals deemed fair and reasonable; and

**WHEREAS**, all procurement activities have been conducted in accordance with applicable federal, state, local regulations, and the HACP procurement policies.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is authorized to enter into contracts with D. Dennis & Son, Inc., in an amount not-to-exceed \$95,600.03 for plumbing infrastructure construction services, and with ABS Building Systems Integrator, LLC, in an amount not-to-exceed \$52,820.02 for general infrastructure construction services for the modular office trailers at Bedford Dwellings; and

**Section 2.** Funding for these contracts shall be payable from Moving to Work (MTW) funds and/or Program Income.

**Board Meeting  
April 24, 2025  
Agenda Item No. 17**

**RESOLUTION No. 42 of 2025**

**A Resolution – Authorizing the Executive Director or his Designee to Ratify Funding for Graciano Corporation for the Exigency Undertaking of Emergency Work to Stabilize and Remediate Balconies at Building No. 74 at Northview Heights, AMP-09**

**WHEREAS**, the Housing Authority of the City of Pittsburgh (HACP) identified hazardous deteriorating balcony conditions at Building No. 74 at Northview Heights, AMP-09; and

**WHEREAS**, Fragments of concrete have fallen from the balconies and the conditions at additional locations for the building have been visually field verified to be worsening. The conditions are such that they rise to the level of exigency and are recommended to be considered an emergency, requiring action to mitigate for risk of harm and property damage; and

**WHEREAS**, the Executive Director and Chairperson of the Board of Commissioners have previously declared an exigency for the HACP to take any and all actions necessary to stabilize and remediate the conditions of the balconies at Building No. 74 at Northview Heights (Emergency Work); and

**WHEREAS**, the HACP has retained Graciano Corporation through its emergency procurement procedures for the performance of the Emergency; and

**WHEREAS**, The Executive Director and Vice-Chair of the Board of Commissioners declared an exigency on April 3, 2025, for the HACP to take any and all actions necessary to stabilize and remediate the balconies.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

**Section 1.** The Executive Director or his Designee is hereby authorized and directed to take all actions determined to be necessary, that are legally permissible and necessary or advisable to carry out the Emergency Work to stabilize and remediate the balconies at Building No. 74 at Northview Heights, AMP-09; and

**Section 2.** The fiscal authorization at the time of the exigency allocated is \$1,000,000.00. The amount of the contract shall be paid from Program Income and/or Moving to Work (MTW) funds.