

ALLEGHENY COUNTY HOUSING AUTHORITY

Notice of Annual Meeting

Notice is hereby given that the 2022 annual meeting of the Board of Directors of the Allegheny County Housing Authority will be held at 10:30 a.m. on Friday, January 21, 2022. The meeting will be preceded with a meeting of the Finance and Audit Committee at 9:15 a.m., followed by the Board's review of the agenda and other general matters at 9:30 a.m. The public is invited to attend these meetings. Directly following the Authority's annual meeting, a joint annual meeting of the following Authority sub-entities will be conducted: Affordable Housing Holdings, Inc; Allegheny Composite Housing Development Corporation; Allegheny Housing Development Corporation; Allegheny Housing Partnership, Inc.; Fox Hill Management, Inc.; Glenshaw Gardens, Inc.; Leetsdale Housing Development Corporation; MRT Center, Inc.; Ohio Valley Housing GP Corp.; Swissvale Housing Development Corporation; Three Rivers Communities, Inc.; Three Rivers GP Corp.; Waterfront Housing GP Corp.; and West Pine Affordable Housing, Inc.

Notice of Regular Meetings

Notice is hereby given of the regular monthly meetings of the Board of Directors of the Allegheny County Housing Authority for calendar year 2022:

February 18, 2022
March 18, 2022
April 14, 2022
May 20, 2022
June 17, 2022
July 15, 2022
September 16, 2022
October 21, 2022
November 18, 2022
December 16, 2022

The regular meetings will be preceded with a meeting of the Finance & Audi Committee at 9:15 a.m., followed by the Board's review of the agenda and other general matters at 9:30 a.m. The public is invited to attend these meetings.

Meeting Procedures due to COVID-19

Due to the dramatic rise in COVID-19 infections, the regularly scheduled and advertised Board and committee meetings of the Allegheny County Housing Authority will be modified to take place **virtually** on the dates and times as scheduled. The public is encouraged to participate in these meetings in the following way:

1. Comments or requests on Board agenda items must be submitted via email at dbreitenstein@achsng.com no later than 2 days before a scheduled meeting.
2. The meetings will be held via ZOOM and the public is encouraged to attend and join the meetings. Meeting log-in information will be available on the Authority's website at <https://www.achsng.com>. The virtual access will be open five minutes before the start of a meeting.

Meetings will be to conduct essential business only and may proceed in a modified manner with attendees participating remotely through electronic means. The Agenda for Board meetings will be posted on the Authority's website 24 hours before a scheduled meeting. All virtual meetings will be recorded and posted to the Authority's website for one month following the meeting. The

ACHA will continue to post meeting Minutes on its website at <http://www.achsng.com/ABOUT/PUBLIC DOCUMENTS>

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Annual Meeting
Friday, January 21, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

- Employee of the Month Award

V. Public Comment on Agenda Items

VI. Approval of Minutes of the December 17, 2021 Meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Election of Board officers
2. Request adoption of **Resolution #22-01** approving, as Sole Member of the following entities, the election of Mark Foerster, Sara Innamorato, Derek Uber, Sydney Hayden, and Paul D'Alesandro to the Board of Directors of the listed companies, to serve in accordance with their respective By-laws:
 - Affordable Housing Holdings, Inc.
 - Allegheny Composite Housing Development Corporation
 - Allegheny Housing Development Corporation
 - Allegheny Housing Partnership, Inc.
 - Fox Hill Management, Inc.
 - Glenshaw Gardens, Inc.
 - Leetsdale Housing Development Corporation
 - MRT Center, Inc.
 - Ohio Valley Housing GP Corp.
 - Swissvale Housing Development Corporation
 - Three Rivers Communities, Inc.
 - Three Rivers GP Corp.
 - Waterfront Housing GP Corp.
 - West Pine Affordable Housing, Inc.
3. Request approval to renew the flood insurance policies with the National Flood Insurance Program through Philadelphia Insurance Company for annual term 2022-2023 for coverage on various buildings at Authority owned and/or management developments.

B. Finance

1. Request approval to amend the existing intergovernmental agreement between the Philadelphia Housing Authority ("PHA") and the ACHA, to update the existing Kitchen & Associates contract as Choice Neighborhood Planning Grant Coordinator for the 2021 Choice Neighborhood Planning Grant.
2. Request adoption of **Resolution #22-02** authorizing transfer of uncollectible tenant accounts in the amount of \$10,728.24 and referral for further action, if warranted

C. Purchasing

1. Request approval to piggyback PEPPM Cooperative Agreement #528897-284 (ACHA-1663) with Reliant Enterprise IT Solutions in the amount of \$51,572.67 for the installation of a video surveillance system at Prospect Terrace.

IX. Comment on General Items

X. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, January 21, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting

9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
2. ACHA Operating Budget FY 21-22
3. Eviction Moratorium – Emergency Rental Assistance Program (ERAP) plan to prevent evictions
4. Hawkins Village
5. Mt. Lebanon II - Castlegate
6. Choice Neighborhoods Grant
7. Demor Manor

**Joint Annual Meeting of
ACHA non-profit sub corporations
Agenda
Wednesday, January 21, 2022**

Joint meeting of the following nonprofit corporations:

<u>Entity</u>	<u>Date of Last Meeting</u>	<u>Minutes</u>
1. Affordable Housing Holdings, Inc.	December 17, 2021	
2. Allegheny Composite Housing Development Corporation	January 15, 2021	
3. Allegheny Housing Development Corporation	January 15, 2021	
4. Allegheny Housing Partnership, Inc.	January 15, 2021	
5. Fox Hill Management, Inc.	January 15, 2021	
6. Glenshaw Gardens, Inc.	January 15, 2021	
7. Leetsdale Housing Development Corporation	January 15, 2021	
8. MRT Center, Inc.	December 17, 2021	
9. Ohio Valley Housing GP Corp.	January 15, 2021	
10. Swissvale Housing Development Corporation	January 15, 2021	
11. Three Rivers Communities, Inc.	November 19, 2021	
12. Three Rivers GP Corp.	January 15, 2021	
13. Waterfront Housing GP Corp.	January 15, 2021	
14. West Pine Affordable Housing, Inc.	January 15, 2021	

1. Motion for approval of the Minutes of the last meetings

2. Motion to nominate the following slate to the Boards of Directors for each of the previously named corporations:
_____ as Chair
_____ as Vice Chair
_____ as Secretary
_____ as Treasurer
_____ as Assistant Secretary/Treasurer

3. Motion to adjourn

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Annual Meeting
Friday, January 21, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held its Annual Meeting on Friday, January 21, 2022 at 10:30 a.m. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Derek Uber
Sydney Hayden

Absent: Paul D'Alesandro

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a virtual meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Patrick Blackwell, Mike Vogel, Frank Magliocco, Kim Longwell, Paul Reiber, Richard Lord, Bob Gabbianelli, Ed Primm

Recognitions/Proclamations

The Executive Director presented Nicole Williamson with the employee of the month award.

Public Comment None.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the December 17, 2021 Board of Directors meeting; the motion was seconded by Sydney Hayden and carried.

Old Business None.

New Business

A. **Administration**

1. Motion by Derek Uber, second by Sydney Hayden, proposing and approving the following slate of officers for the Board of Directors:

Chair – Mark Foerster
Vice Chair – Sara Innamorato
Secretary – Derek Uber
Treasurer – Sydney Hayden
Asst. Secretary/Treasurer – Paul D'Alesandro

Motion unanimously carried.

2. The following **Resolution #22-01** was introduced by the Chair, read in full and considered:

RESOLUTION #22-01 ELECTING BOARD MEMBERS TO AUTHORITY-OWNED SUB ENTITIES

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Allegheny County Housing Authority that, as Sole Member of the following listed entities, Mark Foerster, Sara Innamorato,

Derek Uber, Sydney Hayden, and Paul D' Alesandro are elected and appointed to the Board of Directors of the listed companies to serve in accordance with their respective By-laws:

- Affordable Housing Holdings, Inc.
- Allegheny Composite Housing Development Corporation
- Allegheny Housing Development Corporation
- Allegheny Housing Partnership, Inc.
- Fox Hill Management, Inc.
- Glenshaw Gardens, Inc.
- Leetsdale Housing Development Corporation
- MRT Center, Inc.
- Ohio Valley Housing GP Corp.
- Swissvale Housing Development Corporation
- Three Rivers Communities, Inc.
- Three Rivers GP Corp.
- Waterfront Housing GP Corp.
- West Pine Affordable Housing, Inc.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the “Ayes” and “Nays” were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

3. Motion by Sydney Hayden, second by Sara Innamorato, approving renewal of the flood insurance policies with the National Flood Insurance Program through Philadelphia Insurance Company for annual term 2022-2023 for coverage on various buildings at Authority owned and/or management developments. Motion carried.

B. Finance

1. Motion by Sara Innamorato, second by Derek Uber, approving an amendment to the existing intergovernmental agreement between the Philadelphia Housing Authority (“PHA”) and the ACHA, to update the existing Kitchen & Associates contract as Choice Neighborhood Planning Grant Coordinator for the 2021 Choice Neighborhood Planning Grant. Motion carried.
2. the following **Resolution #22-02** was introduced by the Chair, read in full and considered:

RESOLUTION #22-02 AUTHORIZING TRANSFER OF COLLECTION LOSS

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby authorize transfer of uncollectible tenant accounts in the amount of \$10,728.24 and referral for further action, if warranted.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the “Ayes” and “Nays” were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		

Sydney Hayden

The Chair thereupon declared said Resolution carried and adopted.

C. Purchasing

1. Motion by Sydney Hayden, second by Derek Uber, approving a piggyback PEPPM Cooperative Agreement #528897-284 (ACHA-1663) with Reliant Enterprise IT Solutions in the amount of \$51,572.67 for the installation of a video surveillance system at Prospect Terrace. Motion carried.

Comment on General Items

Adjournment

Derek Uber made a motion to adjourn; the motion was seconded by Sara Innamorato and carried.

**Joint Board of Directors Annual Meeting
of
Affordable Housing Holdings, Inc.
Allegheny Composite Housing Development Corporation
Allegheny Housing Development Corporation
Allegheny Housing Partnership, Inc.
Fox Hill Management, Inc.
Glenshaw Gardens, Inc.
Leetsdale Housing Development Corporation
MRT Center, Inc.
Ohio Valley Housing GP Corp.
Swissvale Housing Development Corporation
Three Rivers Communities, Inc.
Three Rivers GP Corp.
Waterfront Housing GP Corp.
West Pine Affordable Housing, Inc.**

Friday, January 21, 2022

MINUTES

The members of the Boards of Directors of the above-named corporations held their annual meetings on Friday, January 21, 2022 at 11:00 a.m. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair declared a quorum present, called the meeting to order.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Patrick Blackwell, Mike Vogel, Frank Magliocco, Kim Longwell, Paul Reiber, Richard Lord, Bob Gabbianelli, Ed Primm

Approval of Minutes

Motion by Derek Uber, second by Sara Innamorato, approving the following Minutes of the last meetings of the Corporations:

<u>Entity</u>	<u>Date of Last Meeting Minutes</u>
1. Affordable Housing Holdings, Inc.	December 17, 2021
2. Allegheny Composite Housing Development Corporation	January 15, 2021
3. Allegheny Housing Development Corporation	January 15, 2021
4. Allegheny Housing Partnership, Inc.	January 15, 2021
5. Fox Hill Management, Inc.	January 15, 2021
6. Glenshaw Gardens, Inc.	January 15, 2021
7. Leetsdale Housing Development Corporation	January 15, 2021
8. MRT Center, Inc.	December 17, 2021
9. Ohio Valley Housing GP Corp.	January 15, 2021
10. Swissvale Housing Development Corporation	January 15, 2021

11. Three Rivers Communities, Inc.
12. Three Rivers GP Corp.
13. Waterfront Housing GP Corp.
14. West Pine Affordable Housing, Inc.

November 19, 2021
January 15, 2021
January 15, 2021
January 15, 2021

Motion unanimously carried

Old Business None.

New Business

1. Motion by Derek Uber, second by Sydney Hayden, nominating and approving the following slate of officers for the Board of Directors of the Corporations:

Chair – Mark Foerster
Vice Chair – Sara Innamorato
Secretary – Derek Uber
Treasurer – Sydney Hayden
Asst. Secretary/Treasurer – Paul D’Alessandro

Motion unanimously carried.

Adjournment

With no further business to conduct, a motion to adjourn was presented made by Derek Uber, seconded by Sydney Hayden, and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, February 18, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

- Employee of the Month Award

V. Public Comment on Agenda Items

VI. Approval of Minutes of the January 21, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request approval and ratification of a new Collective Bargaining Agreement between the Authority and The Pittsburgh Building and Construction Trades Council for the term October 1, 2020 through September 30, 2023.
2. Request approval to enter into an intergovernmental agreement for the provision of professional services to perform HQS inspections for the Housing Authority of the City of Pittsburgh, for a 1-year term, with two 1-year renewal options; total fees to be paid not to exceed \$300,000
3. Request approval to enter into an intergovernmental agreement for the provision of professional services to perform LIPH & Section 8 applicants and participants' background criminal investigations for for the Housing Authority of the City of Pittsburgh, for a 3-year term with two 1-year renewal options; total fees to be paid not to exceed \$801,034.79

B. Development

1. Request approval to award IFB Contract ACHA-1660-1/GC, Standby Generator Replacement at Golden Tower, in the amount of \$69,582, to Merit Electrical Group, Inc.
2. Request approval to award IFB Contract ACHA-1669-1/GC, Standby Generator Replacement at Rachel Carson Hall, in the amount of \$68,442, to Merit Electrical Group, Inc.
3. Request approval to award IFB Contract ACHA-1668, Moving Services-ACHA Wide, to the following firms, for a two-year term with up to three 1-year options:

1. Don Farr Moving & Storage

2. Metro Moving & Storage, Inc.

C. Finance

1. Request adoption of **Resolution #22-03** authorizing transfer of uncollectible tenant accounts in the amount of \$1,911.00 and referral for further action, if warranted

IX. Comment on General Items

X. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, February 18, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
 - DHS Meeting on Social worker

2. ACHA Operating Budget FY 21-22

3. Eviction Moratorium
 - Emergency Rental Assistance Program (ERAP) plan to prevent evictions

4. Hawkins Village

5. Mt. Lebanon II - Castlegate

6. Choice Neighborhoods Grant
 - Meeting with McKees Rocks Officials
 - HUD Site Visit Virtual March 8-9, 2022
 - Met with Hays Manor Residents

7. Demor Manor

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Patrick Blackwell, Budget Director

DATE: February 14, 2022

SUBJECT: **CBA with the Pittsburgh Building & Construction Trades Council**

Please place on the agenda for the February 18, 2022 Board of Directors meeting, a motion to ratify and approve a new collective bargaining agreement (CBA) between the Authority and the Trades Council for the term 10/1/20 through 9/30/23. Major changes to the contract are:

- Juneteenth added as a holiday for full-time and temporary employees
- Vacation time was increased to 2-weeks for new hires (prorated based on hire date)
- Clarification to call-out procedures
- Wage increase annually on October 1st; retroactive wages will be paid on straight and overtime hours

<u>Effective Date</u>	<u>Hourly Rate</u>	<u>Increase</u>
October 1, 2020	\$27.5834	3%
October 1, 2021	\$28.4109	3%
October 1, 2022	\$29.27	3%

- The Authority will pay for training and development expenses for a position that mandates training/certification

Patrick Blackwell

Approved as to form and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Mike Vogel, Police Chief

DATE: February 14, 2022

SUBJECT: **Contract for BCI Services for HACP**

For Board Approval

Please place on the agenda for the February 18, 2022 Board meeting a motion approving an intergovernmental agreement for the provision of professional services to perform LIPH & Section 8 applicants and participants' background criminal investigations for the Housing Authority of the City of Pittsburgh, for a 3-year term with two 1-year renewal options; total fees to be paid not to exceed \$801,034.79

Mike Vogel

Approved as to form and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Richard Stephenson, CFO

DATE: February 14, 2022

SUBJECT: **Contract for HQS Inspection Services for HACP** *For Board Approval*

Please place on the agenda for the February 18, 2022 Board meeting a motion approving an intergovernmental agreement to perform HQS inspections for the Housing Authority of the City of Pittsburgh, for a 1-year term with two 1-year renewal options; total fees to be paid not to exceed \$300,000.

Richard Stephenson

Approved as to form and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Patrick Blackwell, Budget Director

FROM: Deborah Breitenstein

DATE: February 18, 2022

SUBJECT: **Salary Adjustment**

Please be advised that at today's Board of Directors meeting, the Board approved and ratified a salary increase of 3% effective October 1, 2021, for the Executive Director.

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, February 18, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, February 18, 2022 at 10:30 a.m. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Sydney Hayden
Paul D'Alesandro

Absent: Derek Uber

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a virtual meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Patrick Blackwell, Mike Vogel, Frank Magliocco, Paul Reiber, Mark Mullen

Recognitions/Proclamations

The Executive Director presented regional facilities supervisors Mark Mullen and Joe Simon with the employees of the month awards

Public Comment None.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the January 21, 2022 Board of Directors meeting; the motion was seconded by Paul D'Alesandro and carried.

Old Business None.

New Business

A. Administration

1. Motion by Sydney Hayden, second by Paul D'Alesandro, approving and ratifying a new Collective Bargaining Agreement between the Authority and The Pittsburgh Building and Construction Trades Council for the term October 1, 2020 through September 30, 2023. After a brief discussion, the motion unanimously carried.
2. Motion by Sara Innamorato, second by Sydney Hayden, approving an intergovernmental agreement for the provision of professional services to perform HQS inspections for the Housing Authority of the City of Pittsburgh, for a 1-year term, with two 1-year renewal options; total fees to be paid not to exceed \$300,000. Motion carried.
3. Motion by Paul D'Alesandro second by Sara Innamorato, approving an intergovernmental agreement for the provision of professional services to perform LIPH & Section 8 applicants and participants' background criminal investigations for the Housing Authority of the City of Pittsburgh, for a 3-year term with two 1-year renewal options; total fees to be paid not to exceed \$801,034.79. Motion carried.

4. Motion by Sara Innamorato, second by Paul D'Alesandro, authorizing a 3% salary increase for the Executive Director effective 10/2/21; motion unanimously carried.

B. Development

1. Motion by Sara Innamorato, second by Paul D'Alesandro, awarding IFB Contract ACHA-1660-1/GC, Standby Generator Replacement at Golden Tower, in the amount of \$69,582, to Merit Electrical Group, Inc. Motion carried.
2. Motion by Sydney Hayden, second by Paul D'Alesandro, awarding IFB Contract ACHA-1669-1/GC, Standby Generator Replacement at Rachel Carson Hall, in the amount of \$68,442, to Merit Electrical Group, Inc. Motion carried.
3. Motion by Paul D'Alesandro, second by Sara Innamorato, awarding IFB Contract ACHA-1668, Moving Services-ACHA Wide, to the following firms, for a two-year term with up to three 1-year options:
 1. Don Farr Moving & Storage
 2. Metro Moving & Storage, Inc.After a brief discussion, the motion was carried.

C. Finance

1. The following **Resolution #22-03** was introduced by the Chair, read in full and considered:

RESOLUTION #22-03 AUTHORIZING TRANSFER OF COLLECTION LOSS

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby authorize transfer of uncollectible tenant accounts in the amount of \$1,911.00 and referral for further action, if warranted.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Paul D'Alesandro		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

Comment on General Items None

Adjournment

With no further business to conduct, Sara Innamorato made a motion to adjourn the meeting; the motion was seconded by Paul D'Alesandro and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, March 18, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

V. Public Comment on Agenda Items

VI. Approval of Minutes of the February 18, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request approval to renew the Cyber Liability coverage with Ambridge – Lloyds of London for the term 3/20/22 – 3/20/23, annual premium of \$22,150.
2. Request adoption of **Resolution #22-04** approving and ratifying resolutions for the execution and delivery of loan documents to TriState Capital Bank for a revolving line of credit loan in the maximum principal amount of Two Million Dollars to be used as necessary for the Hawkins Village Redevelopment.
3. Request adoption of **Resolution #22-05** approving amendments to the By-Laws of Ohio Valley GP Corp., a fully owned non-profit instrumentality of the Authority.

B. Finance

1. Request approval to open the following bank accounts with TriState Capital Bank:
 - AHH-Demor - Operating account
 - AHH-Demor - Security Deposit Account
 - AHH-Demor Reserve Account
 - Hawkins Village Redevelopment - Supportive Services Escrow Account

C. Procurement

1. Request approval to piggyback PA State Contract #4400015965 for the leasing & service agreement of up to 35 postage machines from Pitney Bowes for a 60 month period, total cost of \$91,581.
2. Request approval to piggyback PA CoStar Contract #025-316 with Colussy Chevrolet, Inc. for the purchase of two 1500 Chevy Silverado Pickup Trucks in the total amount of \$89,426.50, for use by the Facilities Management Department.

3. Request approval to piggyback OMNIA Partners #16154-RFP, with Home Depot, for the purchase of Smoke & CO Detectors throughout Allegheny County Housing Authority properties, Contract ACHA-1676.

D. Development

1. Request approval of Change Order G-1 on Contract ACHA-1652-1/GC, Traction Elevator Modernization at Rachel Carson Hall and Brackenridge Hall, in the amount of \$50,375 to Industrial Commercial Elevator for the installation of SS#4 elevator hoist way doors and to upgrade hoist way jambs with SS#4 elevators.

IX. Comment on General Items

X. Adjournment

AFFORDABLE HOUSING HOLDINGS, INC.
Board of Directors Meeting
Friday, March 18, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **RESOLUTION #2022-01** approving and ratifying, as sole member of Allegheny County Affordable Development, LLC, (the "Company"), organizational resolutions and the operating agreement for the company.
2. Request adoption of **RESOLUTION #2022-02** approving and ratifying, as sole member of Allegheny County Affordable Development, LLC, (the "Company"), the company's participation as the co-developer in the redevelopment of Hawkins Village.

VI. Adjournment

FOX HILL MANAGEMENT, INC.
Board of Directors Meeting
Friday, March 18, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **Resolution #2022-01** approving and ratifying, as General Partner in ***Dumplin Housing Partnership, L.P.*** and ***Ohioview Housing Partnership, L.P.***, resolutions for the execution and delivery of a Pledge and Assignment of Cash Collateral Account Agreement to TriState Capital Bank for a revolving line of credit loan by the Allegheny County Housing Authority in the maximum principal amount of Two Million Dollars, necessary for the Hawkins Village Redevelopment.

VI. Adjournment

OHIO VALLEY HOUSING GP CORP.
Board of Directors Meeting
Friday, March 18, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **Resolution #2022-01** appointing the following five individuals as Officers of Ohio Valley Housing GP Corp. to serve in accordance with the Bylaws of the corporation:

Frank Aggazio, President
Mark Foerster, Vice President
Derek Uber, Secretary
Richard Stephenson, Treasurer
Ed Primm, Asst. Secretary/Treasurer

2. Request adoption of **Resolution #2022-02** approving and ratifying, as General Partner of **Groveton Housing Partnership, L.P.** resolutions for the execution and delivery of a Pledge and Assignment of Cash Collateral Account Agreement to TriState Capital Bank for a revolving line of credit loan by the Allegheny County Housing Authority in the maximum principal amount of Two Million Dollars, necessary for the Hawkins Village Redevelopment.

VI. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, March 18, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
 - DHS Meeting on Social worker

2. ACHA Operating Budget FY 21-22

3. Eviction Moratorium
 - Emergency Rental Assistance Program (ERAP)

4. Hawkins Village

5. Mt. Lebanon II - Castlegate

6. Choice Neighborhoods Grant
 - HUD Site Visit Virtual March 8-9, 2022
 - Hay Manor Video

7. Demor Manor

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Deborah Breitenstein

DATE: March 15, 2022

SUBJECT: **Renewal of Cyber Liability Insurance** *For Board Approval*

Please place on the agenda for the March 18, 2022 Board meeting a motion approving renewal of Cyber Liability coverage with Ambridge – Lloyds of London for the term 3/20/22 – 3/20/23, annual premium of \$22,150, pursuant to the attached proposal presented by Enscoe Long Insurance Group.

Attachment

Approved as to form and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: March 16, 2022

SUBJECT: **Ohio Valley Housing GP Corp.**

Ohio Valley Housing GP Corp. is a fully owned subsidiary non-profit corporation of the Allegheny County Housing Authority, formed in 2002 to be a general manager partner of the ownership entities Groveton Housing Partnership, L.P.

ACHA, as sole member of Ohio Valley Housing GP Corp., is required to approve by-law changes at two consecutive meetings of the Authority. The changes being made include

- Ratifying a updated registered address of the company
- changing the date of the annual meeting from the third Wednesday to the third Friday in January;
- changing the requirement that all officers of the corporation must be directors, to either the office of President or Secretary must be a director of the corporation
- changing the requirement that amendments to the by-laws must be approved by the member (ACHA), at one board meeting, instead of at two consecutive meetings.

These requests are being made in an attempt to standardize the by-laws, directors and officers of our corporate non-profit sub-entities for ease of business transactions.

Executive Director

Attachment

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, March 18, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, March 18, 2022 at 10:30 a.m. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Sara Innamorato		
	Sydney Hayden		
	Derek Uber (via Zoom)		

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Deborah Breitenstein, Jackie Cecere, Patrick Blackwell, Mike Vogel, Frank Magliocco, Bobby Gabbianelli, Kim Longwell

Recognitions/Proclamations

The Executive Director presented the employee of the month award to Deborah Breitenstein in recognition of her handling HR functions for the past few months.

Public Comment None.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the February 18, 2022 Board of Directors meeting; the motion was seconded by Sydney Hayden and carried.

Old Business None.

New Business

A. Administration

1. Motion by Sara Innamorato, second by Derek Uber, approving renewal of the Cyber Liability coverage with Ambridge – Lloyds of London for the term 3/20/22 – 3/20/23, annual premium of \$22,150. After a brief discussion, the motion was unanimously carried.
2. The following **Resolution #22-04** was introduced by the Chair, read in full and considered:

RESOLUTION #22-04 APPROVING A LINE OF CREDIT LOAN WITH TRISTATE CAPITAL BANK

WHEREAS, ALLEGHENY COUNTY HOUSING AUTHORITY, a body corporate and politic formed under the Pennsylvania Housing Authorities Law, 35 P.S. §1541, et seq. ("Borrower") has entered into a credit facility with TriState Capital Bank, a state-chartered bank ("Bank") for a revolving line of credit loan with Borrower in the maximum principal amount of Two Million and No/100 (\$2,000,000.00) Dollars (the "Loan"); and

WHEREAS, Bank has entered into the Loan with Borrower, but only on the terms and conditions as set forth in that certain Credit Agreement by and among Borrower and Bank (the "Loan Agreement"); and

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Note from Borrower to Bank in the maximum principal amount of the Loan (the "Note"); and

WHEREAS, the Note is secured, inter alia, by a Pledge and Assignment of Cash Collateral Account Agreement (the "Pledge Agreement") from (i) Dumplin Hall Housing Partnership, L.P. a Pennsylvania nonprofit corporation; (ii) Groveton Housing Partnership, L.P., a Pennsylvania nonprofit corporation, and (iii) Ohioview Housing Partnership, L.P., a Pennsylvania nonprofit corporation (collectively referred to as "Pledgor") to Bank, pursuant to which Pledgor granted a security interest in and to the Collateral (as defined in the Pledge Agreement) to Bank; and

WHEREAS, the Loan Agreement, the Note and any and all other documents executed by Borrower evidencing and securing the Loan, as the same may be modified, amended or supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents".

NOW THEREFORE, BE IT RESOLVED, that the Loan and the terms and conditions of the Loan Documents be and they hereby are approved and ratified; and

RESOLVED FURTHER, that the Loan and the execution and delivery of the Loan Documents, as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered to Bank in connection with the Loan, have been approved and ratified and that the Borrower's Executive Director, **Frank G. Aggazio**, has been authorized and has executed and delivered the Loan Documents and any remaining Loan Documents, substantially in the form of the drafts presented with such changes, modifications and additions thereto as such Executive Director deems necessary, advisable or proper, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents by such Executive Director of Borrower; and

RESOLVED FURTHER, that in addition to the Loan Documents executed and delivered to Bank, the Executive Director be and he hereby is authorized to execute and deliver any other agreement, instrument, writing or other document, as well as any changes, modifications and additions thereto and to the Loan Documents, as such Executive Director of Borrower deems necessary, advisable or proper in connection with the transaction contemplated by the foregoing Resolutions; and

RESOLVED FURTHER, that the Executive Director of Borrower be and he hereby is authorized to take such other actions, from time to time as such Executive Director of the Borrower deems necessary, advisable or proper in connection with the Loan, including but not limited to such action as such Executive Director of Borrower deems necessary, advisable or proper to carry out and perform the obligations of Borrower to Bank under the Loan Documents and all changes, modifications and additions thereto; and

RESOLVED FURTHER, that all actions previously taken by the Executive Director in connection with the Loan and these Resolutions are hereby ratified, approved and confirmed in all respects.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

3. The following **RESOLUTION #22-05** was introduced by the Chair, read in full and considered:

RESOLUTION #22-05 APPROVING AMENDMENTS TO THE BY-LAWS OF OHIO VALLEY HOUSING GP CORP., A FULLY OWNED NONPROFIT INSTRUMENTALITY OF THE AUTHORITY

WHEREAS, the Allegheny County Housing Authority (“ACHA”) is the sole member (the “Member”) of Ohio Valley Housing GP Corp., a Pennsylvania non-profit corporation (the “Corporation”); and

WHEREAS, the ACHA wishes to amend the By-Laws of the Corporation in order to facilitate future actions of the Corporation; and

WHEREAS, the ACHA desires to approve, adopt and ratify the following amendments to the By-Laws of the Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Allegheny County Housing Authority:

1. The foregoing “WHEREAS” clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

2. Article I of the Corporation’s By-Laws is amended as follows:

“The principal and registered office of Ohio Valley Housing GP Corp. (hereinafter called the “Corporation”) shall be located at c/o Allegheny County Housing Authority, 301 Chartiers Avenue, McKees Rocks, PA, 15136. The Corporation may also have offices at other places as the Board of Directors may from time to time determine.

3. Article 3.1 of the Corporation’s By-Laws is amended as follows:

“3.1 Annual Meeting. An annual meeting of the Member of the Corporation shall be held the third Friday in January in each year for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the Commonwealth of Pennsylvania, such meeting shall be held on the next succeeding business day. The Member shall designate, in writing, to the Secretary of the Corporation, a representative to act on its behalf.”

4. Article 5.1 of the Corporation’s By-Laws is amended as follows:

“5.1 Officers. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Treasurers, as it shall deem desirable, such officers to have authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Either the office of President or Secretary must be a Director of the Corporation.”

5. Article 8. Of the Corporation’s By-Laws is amended as follows:

“These Bylaws may be altered, amended or repealed by an affirmative vote of the Member at any regular or special meeting of the Member of the Corporation.”

Sara Innamorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the “Ayes” and “Nays” were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

B. Finance

1. Motion by Sara Innamorato, second by Sydney Hayden, approving the opening of the following bank accounts with TriState Capital Bank:
 - AHH-Demor - Operating account
 - AHH-Demor - Security Deposit Account
 - AHH-Demor Reserve Account
 - Hawkins Village Redevelopment - Supportive Services Escrow AccountMotion carried.

C. Procurement

1. Motion by Sara Innamorato, second by Sydney Hayden, approving a piggyback of PA State Contract #4400015965 for the leasing and service of up to 35 postage machines from Pitney Bowes for a 60-month period, total cost of \$91,581. After a brief discussion, the motion was unanimously carried.
2. Motion by Sydney Hayden, second by Sara Innamorato, approving a piggyback of PA CoStar Contract #025-316 with Colussy Chevrolet, Inc. for the purchase of two 1500 Chevy Silverado Pickup Trucks in the total amount of \$89,426.50, for use by the Facilities Management Department. Motion carried.
3. Motion by Sara Innamorato, second by Derek Uber, approving a piggyback of OMNIA Partners #16154-RFP, with Home Depot, for the purchase of Smoke & CO Detectors throughout Allegheny County Housing Authority properties, Contract ACHA-1676. After a brief discussion, the motion was unanimously carried.

D. Development

1. Motion by Sara Innamorato, second by Sydney Hayden, approving Change Order G-1 for Contract #ACHA-1652-1/GC, Traction Elevator Modernization at Rachel Carson Hall and Brackenridge Hall, in the amount of \$50,375 to Industrial Commercial Elevator for the installation of SS#4 elevator hoist way doors and to upgrade hoist way jambs with SS#4 elevators. After discussion, the motion was unanimously carried.

Comment on General Items None.

Adjournment

With no further business to conduct, Sara Innamorato made a motion the adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

AFFORDABLE HOUSING HOLDINGS, INC.
Board of Directors Meeting
Friday, March 18, 2022

MINTUES

The members of the Board of Directors of Affordable Housing Holdings, Inc. held a regular meeting on Friday, March 18, 2022 at 11:00 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Sara Innamorato		
	Sydney Hayden		
	Derek Uber (via Zoom)		

The Chair declared a quorum present and called the meeting to order.

Approval of Minutes

Sydney Hayden made a motion to approve the Minutes of the January 21, 2022 Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Old Business None.

New Business

1. The following RESOLUTION #2022-01 was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01 APPROVING ORGANIZATIONAL RESOLUTIONS AND THE OPERATING AGREEMENT FOR ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC

WHEREAS, The Board of Directors of AFFORDABLE HOUSING HOLDINGS, INC., a Pennsylvania nonprofit corporation, as sole member of ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC, a Pennsylvania limited liability company (the "Company"), does hereby take the following actions and adopts the following resolutions, effective as of March 18, 2022:

Ratification and Approval of Certificate of Organization

RESOLVED, that the Certificate of Organization of the Company attached hereto as Exhibit A as filed with the Secretary of State of the Commonwealth of Pennsylvania on April 28, 2021 be and hereby is ratified and approved, and the secretary of the sole member be and hereby is directed to file the Certificate of Organization in the Company's minute book.

Approval of Operating Agreement

RESOLVED, that the form of Operating Agreement attached hereto as Exhibit B is hereby approved and adopted as the Operating Agreement of the Company.

Adoption of Fiscal Year

RESOLVED, that the Company's fiscal year will end on December 31st of each year.

Adoption of Bank Resolutions

RESOLVED, that the President, Vice President & Treasurer, and Secretary of the sole member of the Company, and such other officers of the sole member as the foregoing officers shall designate (collectively, the "Authorized Officers"), be and hereby are authorized and directed to open one or more bank accounts with such financial institutions, and at such offices, as is deemed necessary or desirable, for and on behalf of the Company.

Approval of Prior Action

RESOLVED, that all of the actions of the organizer of the Company or the Authorized Officers of the sole member of the Company, for itself and as sole member of the Company taken to effect the organization of the Company or the commandment of its business operation and/or taken since the formation of the Company be and hereby are ratified and approved as valid actions of the Company.

Exhibit A - CERTIFICATE OF ORGANIZATION

Exhibit B

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC

This Operating Agreement (the "**Agreement**") has been adopted by AFFORDABLE HOUSING HOLDINGS, INC., a Pennsylvania nonprofit corporation, as the sole member (the "**Member**") of ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC, a Pennsylvania limited liability company (the "**Company**") as of March 18, 2022 and effective as of April 28, 2021.

ARTICLE I GENERAL PROVISIONS

1.0 **Formation of the Company.** The Certificate of Organization (the "**Certificate**") was filed with the Pennsylvania Department of State on April 28, 2021 for the purpose of forming the Company under the Pennsylvania Limited Liability Company Act, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "**Law**").

1.1 **Name of the Company.** The name of the Company that is stated in the Certificate and the limited liability company governed by this Agreement shall be "Allegheny County Affordable Development, LLC."

1.2 **Purpose.** The purpose of the Company shall be solely to engage in acquiring, owning, financing, developing, constructing, leasing, operating, managing and selling certain real property in Allegheny County and all improvements currently or hereafter developed thereon; and further, the Company shall have the power to do all things the Member deems necessary or advisable in connection therewith or as otherwise contemplated by this Agreement.

1.3 **Principal Place of Business and Office of the Company.** The principal place of business and office of the Company shall be located at 301 Chartiers Avenue, McKees Rocks, PA 15136 in Allegheny County, Pennsylvania or such other place or places as the Member may from time to time designate. In addition, the Company may maintain other offices as the Member deems advisable.

1.4 **Management.** The Company shall be managed and controlled by the Member.

1.5 **Term.** The term of the Company shall begin on the date on which the Company is formed, as provided in Section 1.0 hereof. The Company shall dissolve on the first to occur the following of events: (a) the decision by the Member to dissolve the Company; or (b) the date the Company may be otherwise dissolved by operation of law or judicial decree.

ARTICLE II DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings:

2.0 **"Affiliate"** means, when used with reference to a specific Person, (a) any Person or entity directly or indirectly controlling, controlled by, or under common control with another Person, (b) any Person or entity owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person, (c) any officer, director, partner, or member of such Person or entity, and (d) if such other Person is an officer, director, partner, or member, any entity for which such Person acts in such capacity.

2.1 **"Agreement"** shall mean this Limited Liability Company Operating Agreement, as amended, modified, supplemented or restated from time to time in accordance with the terms hereof. Words such as "herein", "hereinafter", "hereof", "hereto", "hereby", and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

2.2 **"Code"** means the Internal Revenue Code of 1986, as amended.

2.3 **"Company"** shall refer to the limited liability company governed by this Agreement.

2.4 **"Member"** shall mean Affordable Housing Holdings, Inc., a Pennsylvania nonprofit corporation. The term "member" shall have the meaning given to such term under the Law.

2.5 **"Person"** shall mean a natural person, corporation, partnership, joint venture, trust, estate, unincorporated association, limited liability company, limited liability partnership, or any other juridical entity.

2.6 **"Property"** shall refer to real or personal property, or any interest therein, acquired directly or indirectly by the Company or produced by or inuring to the Company (i.e., intangible property), whether owned or leased.

2.7 **"Treasury Regulations"** shall mean the proposed, temporary, and final regulations promulgated under the Code in effect as of the date of the filing of the Certificate and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE III

CAPITAL CONTRIBUTIONS AND RELATED MATTERS

3.0 **Capital Contributions by the Member.** The initial capital contribution of the Member and the Member's percentage interest in the Company shall be in the amount and form shown on Exhibit A, attached hereto and made a part hereof. The Member shall make such other capital contributions, in cash or other property, as the Member shall determine from time to time. However, the Member shall not be obligated to make any additional capital contributions to the Company. In the event the Company requires cash for operating or other business purposes, the Member may loan funds to the Company as provided in Section 10.0 hereof.

3.1 **Return of Capital.** Except upon the dissolution or liquidation of the Company, as set forth in this Agreement or as otherwise provided by law, there is no agreement for, nor time set for, return of any capital contribution of the Member. To the extent funds are available therefor, the Member may return said capital out of cash flow or out of the proceeds of a sale or refinancing of company property, after reserving sufficient funds for payment of debts, working capital, contingencies, replacements, and withdrawals of capital, if any. If the Member shall receive the return, in whole or in part, of the Member's capital contributions, the Member shall be liable to the Company only to the extent provided by law.

3.2 **No Interest on Capital Contributions.** The Member shall not be entitled to interest on the Member's capital contributions.

ARTICLE IV

TAX PROVISIONS

4.0 **Tax Treatment of the Company.** It is the intent of the Member that the Company shall now and hereafter be operated in a manner consistent with its treatment as a "disregarded entity" and taxed as a sole proprietorship for federal and state income tax purposes, provided that the Company shall be taxed as a partnership if any additional member(s) are admitted. No Member shall take any action inconsistent with the express intent of the parties hereto. The Company shall effect such filings necessary to preserve such entity classification of the Company.

ARTICLE V

MANAGEMENT OF THE COMPANY

5.0 **The Management Powers of the Member.** The Member shall have the full, exclusive and absolute right, power and authority to manage and control the Company and the property, assets, and business thereof. The Member shall have all of the rights, powers, and authority conferred upon the Member by law or under other provisions of this Agreement. Subject to the restrictions specifically contained in this Agreement, the powers of the Member shall include, without limitation, the following acts:

(a) enter into, make and perform contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and make all decisions and waivers thereunder;

(b) open and maintain bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instruction with respect to those accounts and arrangements;

(c) purchase or lease real estate for the business of the Company;

(d) purchase, lease, rent, or otherwise acquire or obtain the use of machinery, equipment, tools, materials, and all other kinds and types of real or personal property that may in any way be deemed necessary, convenient, or advisable in connection with carrying on the business of the Company;

(e) make improvements to real estate purchased or leased by the Company;

- (f) borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Company, and secure such indebtedness by mortgage, deed of trust, pledge, or other lien on Company assets;
- (g) pay all expenses incurred in connection with the Company, as hereinafter set forth in this Agreement;
- (h) sell, exchange, lease, or otherwise dispose of the Property of the Company, or any part thereof, or any interest therein;
- (i) sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company; submit any or all such claims or liabilities to arbitration or mediation; and confess a judgment against the Company in connection with any litigation in which the Company is involved;
- (j) file applications, communicate, and otherwise deal with all governmental agencies having jurisdiction over, or in any way affecting, the Company's Property or any part thereof or any other aspect of the Company's business;
- (k) make or revoke any election permitted by the Company pursuant to any taxing authority;
- (l) maintain such insurance coverage for or against public liability, fire, and casualty losses, and any and all other insurance necessary or appropriate to the business of the Company, including insurance for the officers of the Company (if any), in such amounts and of such types as the Member shall determine from time to time;
- (m) determine, in the Member's discretion, whether to apply any insurance proceeds for any property to the restoration of such property or to distribute the same;
- (n) retain legal counsel, accountants, auditors, and other professionals in connection with Company business and to pay therefor such remuneration as the Member may deem reasonable and proper;
- (o) retain other services of any kind or nature in connection with the Company business and to pay therefor such remuneration as the Member may deem reasonable and proper;
- (p) hire employees in connection with the Company business and to pay therefor such remuneration as the Member may deem reasonable and proper;
- (q) negotiate and conclude agreements on behalf of the Company with respect to any of the rights, powers, and authority conferred upon the Member;
- (r) guarantee the payment of money or the performance of any contract or obligation by any Person on behalf of the Company;
- (s) alter, improve, repair, raze, refurbish, and rebuild property owned or leased by the Company;
- (t) make distributions of capital on behalf of the Company if such distributions do not impair the capital of the Company or the operation of the Company's business;
- (u) collect sums due to the Company;
- (v) borrow money to further the purposes of the Company, and secure such loans by mortgage liens on the Property and, to the extent that funds of the Company are available therefore, paying debts and obligations of the Company;
- (w) select, remove, and change the authority and responsibility of architects, lawyers, accountants, trade contractors, realtors, and such other advisers and consultants as shall further the business of the Company, including entering into agreement with Affiliates of the Member;
- (x) maintain the assets of the Company in good order;
- (y) establish a seal for the Company; and
- (z) perform any and all other acts the Member may deem necessary or appropriate to the Company's business.

5.1 Delegation of Authority and Duties.

(a) The Member may, from time to time, delegate to one or more Persons such authority and duties as the Member may deem advisable. In addition, the Member may assign, in writing, titles to any Person, including, without limitation, the titles of President, Vice President, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer. Unless the Member

directs otherwise, if the title is one commonly used for officers of a business corporation formed under the Pennsylvania Business Corporation Law, as amended, the assignment of such title shall constitute the delegation to such Person of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to the first sentence of this Section 5.1(a). Any number of titles may be held by the same Person. Any delegation pursuant to this Section 5.1(a) may be revoked at any time by the Member.

(b) Any Person dealing with the Company may rely upon the authority of the Member or any officer designated in writing as such by the Member in accordance with Section 5.1(a) above in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

(c) Unless authorized to do so by this Agreement or by the Member, no agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable peculiarly for any purpose. However, the Member may act by a duly authorized attorney-in-fact.

5.2 Limitations on Authority. The authority of the Member over the conduct of the affairs of the Company shall be subject only to such limitations as are expressly stated in this Agreement or in the Law.

5.3 Fiduciary Duty of the Member. The Member shall have fiduciary responsibility for the safekeeping and use of all Property of the Company, whether or not in the Member's immediate possession or control, and such Member shall not employ or permit another to employ such Property in any manner except for the benefit of the Company.

5.4 Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

ARTICLE VI **BOOKS, RECORDS, AND REPORTS**

6.0 Books and Records. The Company's books and records, this Agreement, and all amendments thereto, and any separate certificate of organization, shall be maintained at the principal office of the Company or at such other place as the Member may determine. The Company's books and tax records shall be kept on the basis most favorable to the Company and the Member, as decided by the Member after consultation with the Company's tax and accounting advisors.

6.1 Filings with Regulatory Agencies or Taxing Authorities. The Member, at the expense of the Company, shall cause to be prepared and timely filed with appropriate federal, state, and local regulatory, administrative and taxing bodies all reports required to be filed with such authorities under then current applicable laws, rules, and regulations.

6.2 Tax Matters. In the event the Company is subject to administrative or judicial proceedings for the assessment and collection of deficiencies of federal taxes or for the refund of overpayments of federal taxes, such Person as may be appointed by the Member shall act in the capacity of a tax matters partner ("**TMP**") and shall have all the powers and duties assigned to a TMP under Code Sections 6221-6233 and any Treasury Regulations thereunder. The Member agrees to perform all acts necessary under Code Section 6231 and any Treasury Regulations thereunder to permit such Person to act as a TMP.

ARTICLE VII **DISSOLUTION AND TERMINATION OF THE COMPANY**

7.0 Dissolution. The Company shall be dissolved and terminated upon the earlier to occur of those events set forth in Section 1.5 of this Agreement. The death (or dissolution in the case of a member that is not a natural person), retirement, insanity, resignation or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

7.1 Liquidation. In the event of dissolution as provided in Section 7.0 above, the assets of the Company shall be paid and distributed in the following order:

(a) All of the Company's debts and liabilities to Persons (including the Member), but excluding secured creditors whose obligations will be assumed or otherwise transferred upon the liquidation of Company assets, shall be paid and discharged and any reserve deemed necessary by the Member for the payment of such debts shall be set aside; and

(b) The balance of the assets of the Company shall then be distributed to the Member.

Upon dissolution, the Member shall look solely to the assets of the Company for the return of the Member's cash contribution and shall be entitled only to a cash distribution out of Company Property.

7.2 Termination. Immediately upon the completion of the distribution of Company assets as provided in Section 7.1, the Company shall terminate.

ARTICLE VIII **COMPANY EXPENSES**

8.0 Payment of Expenses of the Company; Reimbursement of Member. The Company will pay all expenses of Company operations, expenses of Company administration, and all other expenses necessary or advisable for the operation of the business of the Company. All Company expenses shall be billed directly to and paid by the Company. In the event the Member advances funds to the Company or directly pays Company expenses, the Member shall be fully reimbursed by the Company. The Member may be reimbursed for the actual cost to the Member or the Member's Affiliates of goods, materials, and services provided or performed by unaffiliated parties. The Member may also provide goods, materials and direct services to the Company, on such terms as may be determined to be commercially reasonable by the Member.

ARTICLE IX **AMENDMENT OF COMPANY DOCUMENTS**

9.0 Amendments. This Agreement may be amended by the Member at any time and from time to time.

ARTICLE X **BORROWING**

10.0 Loans by Members to the Company. The Member may, in its discretion, advance monies to the Company for use in its operations. The aggregate amount of such advances shall be an obligation of the Company to the Member and shall be repaid out of Company funds to the Member in accordance with the terms of the advance on the date such loan is made. Interest on advances shall accrue at the applicable rate of interest then in effect as reported by the Internal Revenue Service, or such other interest rate the Member determines to be commercially reasonable. Advances shall be deemed a loan by the Member to the Company and shall not be deemed a capital contribution, and any and all unpaid advances, together with accrued and unpaid interest, shall become immediately due and payable out of the first cash available to the Company after the Company has reserved sufficient funds to meet its obligations as they become due.

ARTICLE XI **INDEMNIFICATION**

11.0 Indemnification of the Member and Officers.

(a) General. To the extent not inconsistent with the Law and other applicable law, the Company, its receiver, or its trustee, shall indemnify the Member and every officer of the Company, and such Member's or officer's heirs, executors, administrators, successors and assigns, against, and save them and each of them harmless from, any claim, demand, judgment, or liability and against and from any loss, cost, or expense (including, without limitation, reasonable attorneys' fees and court costs, which may be paid by the Company as incurred), which may be made or imposed upon such Persons by reason of any (i) act performed for or on behalf of the Company or in furtherance of the Company's business, (ii) inaction on the part of such Persons or (iii) liability arising under federal and state securities laws, to the extent permitted by law, so long as such indemnified party has acted in furtherance of a good faith belief that such course of conduct was in the best interests of the Company and said conduct did not constitute gross negligence, gross misconduct, fraud, breach of fiduciary duty, or a breach of a material term of this Agreement. To the extent that this Section 11.0 is inconsistent with the Law, the Law shall control. Nevertheless, it is the intent of this Section 11.0 that the aforementioned parties be indemnified by the Company to the maximum extent permitted by law.

(b) Liability for Acts or Omissions. To the extent not inconsistent with applicable law, no indemnified party hereunder shall be liable, responsible, or accountable in damages or otherwise to the Company or the Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred upon the indemnified party by this Agreement or by law, so long as the indemnified party has acted in furtherance of a good faith belief that such course of conduct was in the best interests of the Company and said conduct did not constitute gross negligence, gross misconduct, fraud, breach of fiduciary duty, or a breach of a material term of this Agreement.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

12.0 Article and Section Headlines. The article and section headings in this Agreement are inserted for convenience and identification only and do not define or limit the scope, extent, or intent of this Agreement or any of the provisions hereof.

12.1 Construction. As appropriate in context, whenever the singular number is used herein, the same shall include the plural, and the neuter, masculine, and feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implication shall be drawn therefrom.

12.2 Severability. If any term or provision of this Agreement is found to be illegal, or if the application thereof to any Person or any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, condition, term, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.3 Governing Law. This Agreement has been executed in and shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

12.4 Further Assurances. The Member will execute and deliver such further instruments and do such further acts as may be required to carry out the intent and purposes of this Agreement.

12.5 Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

EXHIBIT A

Initial Capital Contribution:

Affordable Housing Holdings, Inc.

\$100.00 100%

TOTAL INITIAL CAPITAL

\$100.00 100%

Sara Innamorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Mark Foerster
Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Chair thereupon declared said Resolution carried and adopted.

2. The following **RESOLUTION #2022-02** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-02 APPROVING AND RATIFYING ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LL'S PARTICIPATION AS THE CO-DEVELOPER IN THE REDEVELOPMENT OF HAWKINS VILLAGE.

The Board of Directors of Affordable Housing Holdings, Inc., a Pennsylvania nonprofit corporation, ("AHH") as sole member of ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC, a Pennsylvania limited liability company (the "Company"), does hereby take the following actions and adopts the following resolutions, effective as of the date above written:

WHEREAS, The Allegheny County Housing Authority (the "Authority") is the owner of certain public housing property located in Rankin Borough, Allegheny County, Commonwealth of Pennsylvania (the "Property") on which is situate an existing public housing rental apartment complex known as Hawkins Village Apartments; and

WHEREAS, the Authority determined that Pennrose, LLC ("Pennrose"), and Falbo Group, LLC ("Falbo") (Falbo, together with Pennrose, "Pennrose/Falbo") shall serve as the co-developer to revitalize Hawkins Village Apartments (the "Project"); and

WHEREAS, the Authority determined that the Company, whose sole member is AHH, an affiliate of the Authority, shall serve as co-developer of Pennrose/Falbo for the renovation and construction of Hawkins Village Apartments pursuant to the terms of that certain Master Development Agreement entered into between and among the Authority and Pennrose/Falbo with respect to Hawkins Village Apartments, as amended from time to time (the "Master Development Agreement"); and

WHEREAS, pursuant to the Master Development Agreement, the Authority and Pennrose/Falbo have determined to redevelop the Property by demolishing the existing 193 units of public housing and developing on the Property approximately 104 units in two (2) phases; and

WHEREAS, the Authority and Pennrose/Falbo intend to begin with phase I which shall consist of fifty-four (54) units of affordable rental housing, all of which will be low income housing tax credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and nine (9) of which will be operated as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and all implementing regulations issued thereunder or in furtherance thereof, together with related amenities, other improvements, fixtures and structures on the Property ("**Hawkins Village Apartments**"); and

WHEREAS, the Authority and Pennrose/Falbo determined that it was advantageous to submit an application to (i) the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 9% LIHTC to revitalize the Property and for a loan of certain PHFA funds including, without limitation, Housing Trust Fund Program funds and Construction Cost Relief Program funds (the "**PHFA Funds**") and (ii) the Allegheny County Economic Development, through the Mon Valley Initiative (the "**Mon Valley Initiative**") for a loan of certain Community Development Block Grant program funds (the "**Mon Valley Initiative Funds**"); and

WHEREAS, in connection with the application to PHFA for Hawkins Village Apartments, Hawkins Redevelopment I GP LLC, a Pennsylvania limited liability company (the "**Managing Member**"), was formed to serve as the managing general partner of Hawkins Redevelopment I LLC, a Pennsylvania limited liability company (the "**Owner**"); and

WHEREAS, the managing member of the Managing Member is an entity affiliated with Pennrose/Falbo (the "**Pennrose/Falbo Member**"); and

WHEREAS, the non-managing member of the Managing Member is AHH-Hawkins GP, LLC, a Pennsylvania limited liability company (the "**Authority Member**"); and

WHEREAS, the sole member of the Authority Member is AHH, and the sole member of AHH is the Authority;

WHEREAS, the Authority has selected the Company to serve as co-developer with Pennrose/Falbo or an affiliate of Pennrose/Falbo pursuant to either (i) a development agreement to be entered into between the Owner and the Company and Pennrose/Falbo (or an affiliate of Pennrose/Falbo); or (ii) a subdevelopment agreement to be entered into between the Company and Pennrose/Falbo (or an affiliate of Pennrose/Falbo), in either case, pursuant to which the Company shall earn a portion of the development fee for the Project (collectively, the "**Development Agreement**"); and

WHEREAS, the Authority intends to ground lease the Property and Hawkins Village Apartments to the Owner for purposes of undertaking the revitalization of the Property pursuant to a ground lease agreement between the Owner and the Authority (the "**Ground Lease**"), which shall be evidenced by a memorandum of ground lease between the Owner and the Authority recorded in the Allegheny County Recorder of Deeds office (the "**Memorandum of Ground Lease**"); and

WHEREAS, First National Bank of Pennsylvania, its successors and assigns, as construction lender (the "**Construction Lender**") intends to make a loan of funds to the Owner (the "**Construction Loan**") pursuant to a loan agreement between the Construction Lender and the Owner (the "**Construction Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the Construction Lender (together, the "**Construction Loan Note**") and secured by, among other things, a leasehold mortgage and security agreement (the "**Construction Loan Mortgage**" and, together with the Construction Loan Agreement, the Construction Loan Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction Loan Financing Documents**");

WHEREAS, the Authority intends to make a subordinate construction and permanent loan to the Owner (the "**Authority Loan**") using certain of its public housing funds pursuant to a Project and Loan Agreement between the Owner and the Authority (the "**Authority Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Authority (together, the "**Authority Note**") and secured by, among other things, an Open-End Leasehold Mortgage and Security Agreement made by the Owner to the Authority (the "**Authority Mortgage**" and, together with the Authority Loan Agreement, the Authority Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Authority Loan, and all amendments, additions and supplements thereto, collectively, the "**Authority Loan Financing Documents**"); and

WHEREAS, PHFA intends to make a construction and permanent loan to the Owner using the PHFA Funds (the "**PHFA Loan**") pursuant to a loan agreement between the Owner and PHFA (the "**PHFA Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to PHFA (together, the "**PHFA Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to PHFA (the "**PHFA Mortgage**" and, together with the PHFA Loan Agreement, the PHFA Note and such other documents, commitments, papers, certificates, guarantees, indemnities, restrictive covenants, affidavits, instruments, declarations and agreements entered into, recorded and/or delivered in connection with the PHFA Loan, and all amendments, additions and supplements thereto, collectively, the "**PHFA Loan Financing Documents**"); and

WHEREAS, the Mon Valley Initiative intends to make a construction and permanent loan to the Owner using the Mon Valley Initiative Funds (the "**Mon Valley Initiative Loan**") pursuant to a loan agreement between the Owner and the Mon Valley Initiative (the "**Mon Valley Initiative Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Mon Valley Initiative (together, the "**Mon Valley Initiative Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to the Mon Valley Initiative (the "**Mon Valley Initiative Mortgage**" and, together with the Mon Valley Initiative Loan Agreement, the Mon Valley Initiative Note and such other documents, commitments, papers, certificates, affidavits, instruments, guarantees, indemnities, restrictive covenants, declarations and agreements entered into, recorded and/or delivered in connection with the Mon Valley Initiative Loan, and all amendments, additions and supplements thereto, collectively, the "**Mon Valley Initiative Loan Financing Documents**"); and

WHEREAS, Enterprise Housing Credit Investments, LLC, or an affiliate thereof, its successors and/or assigns, as investor member of the Owner and any special member of the Owner, as applicable (collectively, the "**Investor Member**"), intends to participate in the financing of the Project in exchange for the execution of certain documents by the Company pursuant to the Owner's Amended and Restated Operating Agreement, which may include, without limitation, the Development 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, together with the Construction Loan Financing Documents, the Authority Loan Financing Documents, the PHFA Loan Financing Documents, and the Mon Valley Initiative Loan Financing Documents, the "**Financing Documents**"); and

WHEREAS, as part of the Project, the Company desires to act as co-developer, and to execute certain documents, including certain guaranties and indemnities, in connection with the Project as may be required by the Financing Documents and the lenders to and investors in the Owner (such documents, together with such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Development, and all amendments, additions and supplements thereto, the "**Development Documents**").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of AHH, as sole member of the Company:

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.

Section 2. *The Project and the transactions contemplated by the foregoing resolutions are hereby approved in all respects.*

Section 3. *The Company is hereby authorized to serve as co-developer of the Project and Hawkins Village Apartments.*

Section 4. *That the Company is hereby authorized to enter into any such Financing Documents and/or Development Documents and to act as co-developer with respect to the Project and such Financing Documents and/or Development Documents.*

Section 5. *The Company is hereby authorized to serve as guarantor and/or indemnitor, if necessary, in connection with the Financing Documents and/or the Development Documents.*

Section 6. *The President, Vice President, Secretary, and Treasurer of AHH, or any individuals that the officers of AHH shall so designate, or any or all of them (collectively, the "**Authorized Officers**"), be and hereby are authorized and directed to take any and all actions, including seeking any necessary third-party consents, and to negotiate, execute, acknowledge, record and deliver, as the sole member of the Company, the Financing Documents and/or the Development Documents, together with such changes, amendments, modifications and additions thereto as the officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such officers.*

Section 7. *The Authorized Officers of AHH, as the sole member of the Company, be and hereby are authorized and directed to take any and all further actions in connection with the foregoing resolutions and the transactions and matters set forth herein as such Authorized Officers deem necessary, advisable or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.*

Section 8. *The actions of the officers of AHH, as the sole member of the Company, including entering into such agreements, documents, instruments and other writings on behalf of and the transactions and documentation contemplated by the foregoing resolutions, including but not limited to such action as the Officers deem necessary, advisable or proper, be and hereby are ratified and approved in all respects as valid company action.*

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

Adjournment

With no further business to conduct, Sara Innamorato made a motion by adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

FOX HILL MANAGEMENT, INC.
Board of Directors Meeting
Friday, March 18, 2022

MINTUES

1. The following **RESOLUTION #2022-01** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01 APPROVING PLEDGE AND ASSIGNMENT OF CASH COLLATERAL AGREEMENTS TO TRISTATE CAPITAL BANK FOR DUMPLIN HOUSING PARTNERSHIP, L.P. AND OHIOVIEW HOUSING PARTNERSHIP, L.P.

RESOLUTIONS OF DUMPLIN HALL HOUSING PARTNERSHIP, L.P.

WHEREAS, Allegheny County Housing Authority, a body corporate and politic formed under the Pennsylvania Housing Authorities Law, 35 P.S. §1541, et seq. ("Borrower") has entered into a credit facility with TriState Capital Bank, a state chartered bank ("Bank") for a revolving line of credit loan with Borrower in the maximum principal amount of Two Million and No/100 (\$2,000,000.00) Dollars (the "Loan").

WHEREAS, Bank has entered into the Loan with Borrower, but only on the terms and conditions as set forth in that certain Credit Agreement by and among Borrower and Bank (the "Loan Agreement");

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Note from Borrower to Bank in the maximum principal amount of the Loan (the "Note");

WHEREAS, the Note is secured, inter alia, by a Pledge and Assignment of Cash Collateral Account Agreement (the "Pledge Agreement") from DUMPLIN HALL HOUSING PARTNERSHIP, L.P., a Pennsylvania Limited Partnership ("Pledgor") to Bank, pursuant to which Pledgor granted a security interest in and to the Collateral (as defined in the Pledge Agreement) to Bank;

WHEREAS, the Pledge Agreement and any and all other documents executed by Pledgor evidencing and securing the Loan, as the same may be modified, amended or supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents";

NOW THEREFORE, BE IT RESOLVED, that the terms and conditions of the Loan Documents be and they hereby are approved and ratified:

RESOLVED FURTHER, that the execution and delivery of the Loan Documents, as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered to Bank in connection with the Loan have been approved and ratified, and that that Officers of Fox Hill Management, Inc., General Partner of Dumplin Hall Housing Partnership, L.P., have been authorized and have executed and delivered the Loan Documents, and any remaining Loan Documents, substantially in the form of the drafts presented with such changes, modifications and additions thereto as such Officers deem necessary, advisable or proper, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents by such Officers of the General Partner of Pledgor.

RESOLVED FURTHER, that in addition to the Loan Documents executed and delivered to Bank, the Officers of the General Partner of Pledgor be and he hereby are authorized to execute and deliver any other agreement, instrument, writing or other document, as well as any changes, modifications and additions thereto and to the Loan Documents, as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the transaction contemplated by the foregoing Resolutions;

RESOLVED FURTHER, that the Officers of the General Partner of Pledgor be and he hereby is authorized to take such other actions, from time to time as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the Loan, including but not limited to such action as such Officers of the

General Partner of Pledgor deems necessary, advisable or proper to carry out and perform the obligations of Pledgor to Bank under the Loan Documents and all changes, modifications and additions thereto;

RESOLVED FURTHER, that all actions previously taken by the Officers of the General Partner of Pledgor in connection with the Loan and these Resolutions are hereby ratified, approved and confirmed in all respects.

RESOLUTIONS OF OHIOVIEW HOUSING PARTNERSHIP

WHEREAS, Allegheny County Housing Authority, a body corporate and politic formed under the Pennsylvania Housing Authorities Law, 35 P.S. §1541, et seq. ("Borrower") has entered into a credit facility with TriState Capital Bank, a state chartered bank ("Bank") for a revolving line of credit loan with Borrower in the maximum principal amount of Two Million and No/100 (\$2,000,000.00) Dollars (the "Loan").

WHEREAS, Bank has entered into the Loan with Borrower, but only on the terms and conditions as set forth in that certain Credit Agreement by and among Borrower and Bank (the "Loan Agreement");

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Note from Borrower to Bank in the maximum principal amount of the Loan (the "Note");

WHEREAS, the Note is secured, inter alia, by a Pledge and Assignment of Cash Collateral Account Agreement (the "Pledge Agreement") from OHIOVIEW HOUSING PARTNERSHIP, a Pennsylvania Limited Partnership ("Pledgor") to Bank, pursuant to which Pledgor granted a security interest in and to the Collateral (as defined in the Pledge Agreement) to Bank;

WHEREAS, the Pledge Agreement and any and all other documents executed by Pledgor evidencing and securing the Loan, as the same may be modified, amended or supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents";

NOW THEREFORE, BE IT RESOLVED, that the terms and conditions of the Loan Documents be and they hereby are approved and ratified:

RESOLVED FURTHER, that the execution and delivery of the Loan Documents, as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered to Bank in connection with the Loan have been approved and ratified, and that that Officers of Fox Hill Management, Inc., General Partner of Ohioview Housing Partnership have been authorized and have executed and delivered the Loan Documents, and any remaining Loan Documents, substantially in the form of the drafts presented with such changes, modifications and additions thereto as such Officers deem necessary, advisable or proper, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents by such Officers of the General Partner of Pledgor.

RESOLVED FURTHER, that in addition to the Loan Documents executed and delivered to Bank, the Officers of the General Partner of Pledgor be and he hereby are authorized to execute and deliver any other agreement, instrument, writing or other document, as well as any changes, modifications and additions thereto and to the Loan Documents, as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the transaction contemplated by the foregoing Resolutions;

RESOLVED FURTHER, that the Officers of the General Partner of Pledgor be and he hereby is authorized to take such other actions, from time to time as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the Loan, including but not limited to such action as such Officers of the General Partner of Pledgor deems necessary, advisable or proper to carry out and perform the obligations of Pledgor to Bank under the Loan Documents and all changes, modifications and additions thereto;

RESOLVED FURTHER, that all actions previously taken by the Officers of the General Partner of Pledgor in connection with the Loan and these Resolutions are hereby ratified, approved and confirmed in all respects.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Mark Foerster
Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Chair thereupon declared said Resolution carried and adopted.

Adjournment

With no further business to conduct, Sydney Hayden made a motion by adjourn the meeting; the motion was seconded by Sara Innamorato and carried.

OHIO VALLEY HOUSING GP CORP.
Board of Directors Meeting
Friday, March 18, 2022

MINUTES

The members of the Board of Directors of Ohio Valley Housing GP Corp. held a regular meeting on Friday, March 18, 2022 at 11:30 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Due to the COVID-19 crisis, the meeting was held virtually via Zoom. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Sara Innamorato		
	Sydney Hayden		
	Derek Uber (via Zoom)		

The Chair declared a quorum present and called the meeting to order.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the January 21, 2022 Board of Directors meeting; the motion was seconded by Sydney Hayden and carried.

Old Business None.

New Business

1. The following **Resolution #2022-01** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01 APPOINTING OFFICERS

WHEREAS, the Board desires to appoint the following five (5) individuals as the officers of the Corporation, effective immediately, to serve in accordance with the Bylaws of the Corporation until their successors are elected or until their earlier death, resignation, disqualification or removal:

1. *Frank Aggazio, President*
2. *Mark Foerster, Vice President*
3. *Derek Uber, Secretary*
4. *Richard Stephenson, Treasurer*
5. *Ed Primm, Asst. Secretary/Treasurer*

RESOLVED, that Frank Aggazio, Mark Foerster, Ed Primm, Richard Stephenson, and Derek Uber be and they hereby are appointed as the President, Vice President, Secretary, Treasurer, and Asst. Secretary/Treasurer of the Corporation, respectively, effective immediately, to serve in accordance with the Bylaws of the Corporation until their successors are elected or until their earlier death, resignation, disqualification or removal.

2. The following **Resolution #2022-02** was introduced by the Chair, read in full and considered:

RESOLUTION 32022-02 APPROVING A PLEDGE AND ASSISGNMENT OF CASH COLLATERAL AGREEMENT FOR GROVETON HOUSING PARTNERSHIP, L.P.

RESOLUTIONS OF GROVETON HOUSING PARTNERSHIP, L.P.

WHEREAS, Allegheny County Housing Authority, a body corporate and politic formed under the Pennsylvania Housing Authorities Law, 35 P.S. §1541, et seq. ("Borrower") has entered into a credit facility with TriState Capital Bank, a state-chartered bank ("Bank") for a revolving line of credit loan with Borrower in the maximum principal amount of Two Million and No/100 (\$2,000,000.00) Dollars (the "Loan").

WHEREAS, Bank has entered into the Loan with Borrower, but only on the terms and conditions as set forth in that certain Credit Agreement by and among Borrower and Bank (the "Loan Agreement");

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Note from Borrower to Bank in the maximum principal amount of the Loan (the "Note");

WHEREAS, the Note is secured, inter alia, by a Pledge and Assignment of Cash Collateral Account Agreement (the "Pledge Agreement") from GROVETON HOUSING PARTNERSHIP, L.P., a Pennsylvania Limited Partnership ("Pledgor") to Bank, pursuant to which Pledgor granted a security interest in and to the Collateral (as defined in the Pledge Agreement) to Bank;

WHEREAS, the Pledge Agreement and any and all other documents executed by Pledgor evidencing and securing the Loan, as the same may be modified, amended or supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents";

NOW THEREFORE, BE IT RESOLVED, that the terms and conditions of the Loan Documents be and they hereby are approved and ratified:

RESOLVED FURTHER, that the execution and delivery of the Loan Documents, as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered to Bank in connection with the Loan have been approved and ratified, and that that Officers of Ohio Valley Housing GP Corp., General Partner of Groveton Housing Partnership, L.P., have been authorized and have executed and delivered the Loan Documents, and any remaining Loan Documents, substantially in the form of the drafts presented with such changes, modifications and additions thereto as such Officers deem necessary, advisable or proper, the approval of such changes, modifications and additions to be conclusively evidenced by the execution of such documents by such Officers of the General Partner of Pledgor.

RESOLVED FURTHER, that in addition to the Loan Documents executed and delivered to Bank, the Officers of the General Partner of Pledgor be and he hereby are authorized to execute and deliver any other agreement, instrument, writing or other document, as well as any changes, modifications and additions thereto and to the Loan Documents, as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the transaction contemplated by the foregoing Resolutions;

RESOLVED FURTHER, that the Officers of the General Partner of Pledgor be and he hereby is authorized to take such other actions, from time to time as such Officers of the General Partner of Pledgor deems necessary, advisable or proper in connection with the Loan, including but not limited to such action as such Officers of the General Partner of Pledgor deems necessary, advisable or proper to carry out and perform the obligations of Pledgor to Bank under the Loan Documents and all changes, modifications and additions thereto;

RESOLVED FURTHER, that all actions previously taken by the Officers of the General Partner of Pledgor in connection with the Loan and these Resolutions are hereby ratified, approved and confirmed in all respects.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

Adjournment

With no further business to conduct, Sara Innamorato made a motion by adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

Advertised in the Pittsburgh Post-Gazette on 4/14/22 and placed on ACHA website 4/11/22.

Notice of Change in Regular Meeting

Notice is hereby given that the April 2022 regular monthly meeting of the Board of Directors of the Allegheny County Housing Authority has been rescheduled for Friday, April 22, 2022 at 10:30 a.m. and will be held in the Authority's boardroom located on the 2nd floor, 301 Chartiers Avenue, McKees Rocks, PA, 15136, to be preceded by a Finance & Audit Committee meeting at 9:15 a.m. The public is encouraged to participate in the meetings.

Questions concerning this notice may be addressed to Deborah Breitenstein via email at dbreitenstein@achsng.com, or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, April 22, 2022
A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

V. Public Comment on Agenda Items

VI. Approval of Minutes of the March 18, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request approval to renew the Workers Compensation insurance coverage with HARIE (Housing and Redevelopment Insurance Exchange) for the term 6/15/22-6/15/23, estimated annual premium of \$268,294.
2. Request approval to renew employee medical coverage with Highmark (Performance Blue plan) for the term 7/1/22-7/1/23.
3. Request adoption of **Resolution #22-06** approving amendments to the By-Laws of Ohio Valley GP Corp., a fully owned non-profit instrumentality of the Authority.
4. Request adoption of **Resolution #22-07** approving, as sole member of Allegheny County Affordable Housing, LLC, the purchase of the Limited Partner interest in Tarentum Housing Limited Partnership, a Pennsylvania limited partnership.
5. Request approval of amendments to the Employee Vacation Policy.
6. Request approval of amendment to Contract ACHA-1634 Specialized Legal Services with Fox Rothschild, LP.

B. Procurement

1. Request approval to contract with MRI Software to utilize "The Work Number" verification services to provide up-to-date employment and income verification data, in the amount of \$30,000 for a one-year period (Contract ACHA-1677).

C. Finance

1. Request adoption of **Resolution #22-08** authorizing transfer of uncollectible tenant accounts in the amount of \$6,922 and referral for further action, if warranted

IX. Comment on General Items

X. Adjournment

OHIO VALLEY HOUSING GP CORP.
Board of Directors Meeting
Friday, April 22, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the March 18, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **Resolution #2022-02** approving and ratifying amended ByLaws for the corporation.

VI. Adjournment

WATERFRONT HOUSING GP CORP.
Board of Directors Meeting
Friday, April 22, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **Resolution #2022-01** approving, as sole member of Waterfront Tarentum, LLC., the purchase of the general partner interest in Tarentum Housing Limited Partnership, a Pennsylvania limited partnership.

VI. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, April 22, 2022

9:30 a.m.

9:15 a.m.

Finance and Audit Committee Meeting

9:45 a.m.

Executive Session & Review Session

Executive Session

1. Human Resources
 - SEIU CBA negotiations

2. ACHA Operating Budget FY 21-22

3. Eviction Moratorium
 - Emergency Rental Assistance Program (ERAP)

4. Hawkins Village

5. Mt. Lebanon II – Castlegate Green

6. Choice Neighborhoods Grant
 - Hay Manor Video

7. Demor Manor

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Jenna Hoover, HR Generalist

DATE: April 20, 2022

SUBJECT: **Amendment to Employee Vacation Policy** *For Board Approval*

Please place on the agenda for the April 22, 2022 Board of Director's meeting a motion approving an amended employee vacation policy.

Under our current policy, new hires accrue vacation from their date of hire, but cannot use vacation time during the first three months of their 6-month probationary period. If that employee does not pass probation or voluntarily terminates their employment during probation after 3 months of hire, the employee would receive a vacation payout.

The amendment to the policy would eliminate the use of vacation time during the entire 6-month probation period (or any extension of probation), and would also eliminate any payout for accrued vacation if employment is terminated during the probationary period.

Attachment

Approved as to form and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: April 20, 2022

SUBJECT: **Ohio Valley Housing GP Corp. – Amendment to ByLaws**

Ohio Valley Housing GP Corp. is a fully owned subsidiary non-profit corporation of the Allegheny County Housing Authority, formed in 2002 to be a general manager partner of the ownership entities Groveton Housing Partnership, L.P.

ACHA, as sole member of Ohio Valley Housing GP Corp., is required to approve by-law changes at *two consecutive meetings of the Authority*. The changes being made include

- Ratifying a updated registered address of the company
- changing the date of the annual meeting from the third Wednesday to the third Friday in January;
- changing the requirement that all officers of the corporation must be directors, to either the office of President or Secretary must be a director of the corporation
- changing the requirement that amendments to the by-laws must be approved by the member (ACHA), at one board meeting, instead of at two consecutive meetings.

These requests are being made in an attempt to standardize the by-laws, directors and officers of our corporate non-profit sub-entities for ease of business transactions.

These amended bylaws were approved by the Authority at the March 18 2022 meeting. After approval at a second meeting, the Board of Directors of Ohio Valley Housing GP Corp would then hold a meeting to adopt the amended Bylaws.

Executive Director

Attachment

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: April 20, 2022

SUBJECT: **Employee Medical Coverage**

For Board Approval

Request approval to renew the Authority's employee medical coverage with Highmark for the term 7/1/22-7/1/23.

Plan: Performance Blue EPO \$6,000 HRA 1st \$250
90/10 Employer/Employee premium contribution split
1st \$250 of the \$6,000 HRA being paid by the employee (estimated 40% utilization)

Monthly Premium	7/1/2022	7/1/2021
EE/single	\$ 595.82	\$ 574.04
EE & Child(ren)	\$1,281.80	\$1,235.01
EE & Spouse	\$1,423.01	\$1,371.06
Family	\$2,073.67	\$1,998.23

The healthcare committee (Pat Blackwell, Jenna Hoover, Rich Stephenson, Debbie Breitenstein, Ed Mogus) worked with our insurance broker, Enscoe Long, on the renewal. Highmark initially proposed a 15.05% rate increase. The rate increase was based on the population, usage, several catastrophic claims over the rating period, and Rx usage. Enscoe Long negotiated the final proposals, which were either a 6.9% rate increase staying with the \$5,000, or the selected quote with a \$6,000 HRA and 3.8% rate increase.

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: April 21, 2022

SUBJECT: **Specialized Legal Service Contract Amendment** *For Board Approval*

Request approval to amend the Specialized Legal Services Contract ACHA-1634 with Fox Rothschild, LP. The initial contract term is for three years ending August 31, 2023, with total expenditures not to exceed \$500,000. We are requesting this amount to be amended not to exceed \$975,000 during the initial 3-year term.

Work is assigned to the firm by task order. Two of these task orders include the negotiations for the Hawkins Village redevelopment, and the Castlegate Green development in Mt. Lebanon. The initial task order estimates for both of these projects was approximately \$150,000. However, due to the complexity and length of time for both deals, Fox Rothschild has provided amended task order not-to-exceed amounts of \$335,00 and \$375,000 respectively. These two task orders alone exceed the initial \$500,000 contract term.

Work assigned to the law firm under the contract has resulted in expenditures of approximately \$337,000 to date. In addition to Hawkins and Castlegate Green, this work includes the acquisition of the partnerships for Meyers Ridge, Forest Green, Tarentum Housing I & II, and Generations; the conversion of Glenshaw Gardens from a stock corporation to a non-profit 501(c)(3); the purchase of West Deer Manor and AJ Demor Tower; and assistance with personnel issues. Yet to be assigned under the contract is legal services necessary for the Choice Neighborhoods grant and revitalization of Hays Manor, and possibly the second phase of the Hawkins Redevelopment.

Frank Aggazio

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, April 22, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, April 22, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Sara Innamorato		
	Sydney Hayden (via Zoom)		
	Derek Uber		

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Deborah Breitenstein, Jenna Robin, Patrick Blackwell, Mike Vogel, Frank Magliocco, Bobby Gabbianelli, Kim Longwell

Recognitions/Proclamations

The Executive Director advised he was invited to attend the Allegheny County Council meeting on April 12, 2022, wherein he with presented with a proclamation recognizing April as Fair Housing Month in Allegheny County, and the Authority's contribution over the years to the furtherance of fair housing.

Public Comment None.

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the March 18, 2022 Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Let the Minutes show that on March 22, 2022, Allegheny County Council approved the reappointment of Sara Innamorato to the Authority's Board for the term ending December 31, 2026.

Old Business None.

New Business

A. Administration

1. Motion by Sara Innamorato, second by Derek Uber, approving renewal of the Workers Compensation insurance coverage with HARIE (Housing and Redevelopment Insurance Exchange) for the term 6/15/22-6/15/23, estimated annual premium of \$268,294. Motion carried.

NOTE: Derek Uber advised those present at the meeting that due to a conflict of interest, he is abstaining from voting on the following agenda item because he is an employee of Highmark.

2. Motion by Sydney Hayden, second by Sara Innamorato, approving renewal of employee medical coverage with Highmark (Performance Blue plan) for the term 7/1/22-7/1/23. After a brief discussion, the motion was carried by Mark Foerster, Sara Innamorato and Sydney Hayden, with Derek Uber abstaining from the vote.

3. The following **Resolution #22-06** was introduced by the Chair, read in full and considered:

**RESOLUTION 22-06 APPROVING AMENDMENTS TO THE BY-LAWS OF OHIO VALLEY HOUSING GP CORP.,
A FULLY OWNED NONPROFIT INSTRUMENTALITY OF THE AUTHORITY**

WHEREAS, the Allegheny County Housing Authority ("ACHA") is the sole member (the "Member") of Ohio Valley Housing GP Corp., a Pennsylvania non-profit corporation (the "Corporation"); and

WHEREAS, the ACHA wishes to amend the By-Laws of the Corporation in order to facilitate future actions of the Corporation; and

WHEREAS, the ACHA desires to approve, adopt and ratify the following amendments to the By-Laws of the Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Allegheny County Housing Authority:

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

2. Article I of the Corporation's By-Laws is amended as follows:

"The principal and registered office of Ohio Valley Housing GP Corp. (hereinafter called the "Corporation") shall be located at c/o Allegheny County Housing Authority, 301 Chartiers Avenue, McKees Rocks, PA, 15136. The Corporation may also have offices at other places as the Board of Directors may from time to time determine.

3. Article 3.1 of the Corporation's By-Laws is amended as follows:

"3.1 Annual Meeting. An annual meeting of the Member of the Corporation shall be held the third Friday in January in each year for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the Commonwealth of Pennsylvania, such meeting shall be held on the next succeeding business day. The Member shall designate, in writing, to the Secretary of the Corporation, a representative to act on its behalf."

4. Article 5.1 of the Corporation's By-Laws is amended as follows:

"5.1 Officers. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Treasurers, as it shall deem desirable, such officers to have authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Either the office of President or Secretary must be a Director of the Corporation."

5. Article 8. Of the Corporation's By-Laws is amended as follows:

"These Bylaws may be altered, amended or repealed by an affirmative vote of the Member at any regular or special meeting of the Member of the Corporation."

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Mark Foerster
Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Chair thereupon declared said Resolution carried and adopted.

4. The following **Resolution #22-07** was introduced by the Chair, read in full and considered:

RESOLUTION #22-07 APPROVING AS SOLE MEMBER OF ALLEGHENY COUNTY AFFORDABLE HOUSING, LLC, THE PURCHASE OF THE LIMITED PARTNER INTEREST IN TARENTUM HOUSING LIMITED PARTNERSHIP

WHEREAS, the Allegheny County Housing Authority is the sole member (the "**Member**") of Allegheny County Affordable Housing, LLC, a Pennsylvania limited liability company (the "**Company**"); and

WHEREAS, the Company desires to enter into an Assignment and Assumption Agreement (the "**Assignment Agreement**") by and among Trek Development Group, Inc., PNC Multifamily Capital Institutional Fund XXXI Limited Partnership, a Massachusetts limited partnership ("**PNC**"), Columbia Housing SLP Corporation, an Oregon corporation ("**SLP**"), Waterfront Tarentum LLC, a Pennsylvania limited liability company, Tarentum Housing Limited Partnership, a Pennsylvania limited partnership ("**Tarentum Housing**"), and the Company, in order for PNC and SLP to assign to the Company in consideration of the payment of \$12,605.00 and for the Company to assume the limited partner interests of PNC and SLP in Tarentum Housing (the "**Transaction**").

NOW THEREFORE, BE IT RESOLVED, that the Member hereby approves the Assignment Agreement and the transactions contemplated thereby, and authorizes the Executive Director of the Member, or his designee, or either or all of them (collectively, the "**Authorized Officers**"), to take such actions in connection with the Transaction, including payment of \$12,605.00, as the Authorized Officers deem necessary, advisable or appropriate, including, without limitation, the execution and delivery of the Assignment Agreement on behalf of the Company.

BE IT FURTHER RESOLVED, that the Authorized Officers are hereby further authorized, empowered and directed to execute and deliver such additional documentation and to take such other action, from time to time, in connection with the Transaction as contemplated by the foregoing resolutions as the Authorized Officers deem necessary, advisable or appropriate, including payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

5. Motion by Sydney Hayden, second by Derek Uber, approving the amendments to the Employee Vacation Policy:

VACATION (Amended policy adopted April 22, 2022)

The Allegheny County Housing Authority provides vacation time to all eligible staff. An eligible employee is defined as a full-time, active employee receiving a pay check from the ACHA. An employee on short-term disability, long-term disability, worker's compensation, or any other similar status, would not be considered an eligible employee.

Vacation time shall be allotted to eligible employees on January 1st of each year. If an employee is not an eligible employee on January 1st when vacation time is allotted, the ACHA will prorate the employee's vacation time based upon the date that the employee becomes an eligible, full-time, active employee. **Employees may not use vacation time during their first 6 months of employment.**

Vacation time with pay accrues as follows:

Non-Executive Staff

All regular, full-time employees shall be entitled to vacation leave according to the following schedule:

<u>Years of Service</u>	<u>Calendar Weeks of Vacation</u>
0 through 4 years	Two (2)
5 through 14 years	Three (3)
15 through 17 years	Four (4)
18 or more years	Five (5)

Executive Management Staff

Executive management is defined as Executive Director, Deputy Executive Director, Assistant Executive Director, Department Director, and Assistant/Associate Directors, and those other individuals so identified in their job descriptions.

All executive management staff shall be entitled to vacation leave according to the following schedule:

<u>Years of Service</u>	<u>Calendar Weeks of Vacation</u>
0 through 5 years	Three (3)
6 through 17 years	Four (4)
18 or more years	Five (5)

In recognition of service to ACHA, additional vacation time is provided to employees based on their years of service. The additional week of vacation time will be allotted, the first full month after the employee's anniversary date.

Employees may accumulate vacation for a period not to exceed forty-five (45) days effective December 31st of each calendar year. Any accumulation beyond forty-five (45) vacations days will be forfeited.

All vacation leave will be computed in units of hours and paid at the employee's applicable rate of pay.

Vacation hours shall not be counted as hours worked for all purposes.

A probationary employee would not be eligible for vacation leave or vacation pay during the first **six (6)** months of a probationary period. Although a probationary employee accumulates vacation time from date of employment, as more specifically outlined above, he/she may not utilize his/her vacation time during **probation.**

Vacation Pay Out

An active, full time, non-probationary employee whose employment is terminated for any reason will receive the cash equivalent, payable at 100% of the employee's rate of pay, of any unused, accrued vacation time.

In the event of an employee's death, the spouse or estate shall receive the cash value of such vacation days.

If a full time, probationary employee chooses not to stay with ACHA or is terminated during **their probation period,** the employee will receive no accrued vacation leave or pay upon termination of employment.

After a brief discussion, the motion was unanimously carried.

6. Motion by Derek Uber, second by Sara Innamorato approving amendment of Contract ACHA-1634 Specialized Legal Services with Fox Rothschild, LP, total amount of expenditures not to exceed \$975,000 during the 3-year contract term expiring 8/31/23.

B. Procurement

1. Motion by Sydney Hayden, second by Sara Innamorato, approving a sole source contract with MRI Software to utilize "The Work Number" verification services to provide up-to-date employment and income verification data, in the amount of \$30,000 for a one-year period (Contract ACHA-1677). After brief discussion, the motion was carried.

C. Finance

1. The following **Resolution #22-08** was introduced by the Chair, read in full and considered:

RESOLUTION #22-08 AUTHORIZING TRANSFER OF COLLECTION LOSS

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby authorize transfer of uncollectible tenant accounts in the amount of \$6,922.00 and referral for further action, if warranted.

Sara Innamorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the “Ayes” and “Nays” were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

Comment on General Items None.

Adjournment

The meeting adjourned upon motion by Derek Uber, second by Sara Innamorato and unanimous approval to adjourn.

MEMORANDUM

TO: Debbie Breitenstein, Allegheny County Housing Authority

FROM: Derek Uber, Member of the Board – Allegheny County
Housing Authority

DATE: April 22, 2022

RE: Required Disclosure of Conflict of Interest – Approval of Agreement
Between the Allegheny County Housing Authority and Highmark

In accordance with the requirements set forth in Subsection (j) of Section 1103 of the Pennsylvania Ethics Act, I am submitting this memorandum to you as the person responsible for recording of the minutes of the Allegheny County Housing Authority (“the authority) to publicly disclose that I have a conflict of interest that requires me to abstain from voting on the following item on the Authority’s agenda for determination at the Authority’s regularly scheduled monthly meeting on April 22, 2022:

A. Administration

2. Request approval to renew employee medical coverage with Highmark (Performance Blue Plan) for the term 7/1/22-7/1/23.

The specific conflict of interest that requires me to abstain from voting on this agenda item is:

I am an employee of Highmark, a party to the contract.

I respectfully request that my abstention from voting on this matter due to a conflict of interest, which I publicly announced prior to the Authority Board’s vote, be noted in the meeting minutes. I also request that the Authority retain this memorandum in its records.

Thank you for your cooperation in this matter.

WATERFRONT HOUSING GP CORP.

Board of Directors Meeting

Friday, April 22, 2022

MINUTES

The members of the Board of Directors of Waterfront Housing GP Corp. held a regular meeting on Friday, April 22, 2022 at 11:00 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Sydney Hayden (via Zoom)
Derek Uber

Absent: Paul D'Alesandro

The Chair declared a quorum present and called the meeting to order.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Deborah Breitenstein, Jenna Robin, Patrick Blackwell, Mike Vogel, Frank Magliocco, Bobby Gabbianelli, Kim Longwell

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the January 21, 2022 Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Old Business None.

New Business

1. The following **Resolution #2022-01** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01 APPROVING AS SOLE MEMBER OF WATERFRONT TARENTUM, LLC THE PURCHASE OF THE GENERAL PARTNER INTEREST IN TARENTUM HOUSING LIMITED PARTNERSHIP

WHEREAS, Waterfront Housing GP Corp. is the sole member (the "**Member**") of Waterfront Tarentum, LLC, a Pennsylvania limited liability company (the "**Company**"); and

WHEREAS, the Company desires to enter into an Assignment and Assumption Agreement (the "**Assignment Agreement**") by and among Trek Development Group, Inc., ("**Trek**"), PNC Multifamily Capital Institutional Fund XXXI Limited Partnership, a Massachusetts limited partnership, Columbia Housing SLP Corporation, an Oregon corporation, Allegheny County Affordable Housing, LLC, a Pennsylvania limited liability company, Tarentum Housing Limited Partnership, a Pennsylvania limited partnership ("**Tarentum Housing**"), and the Company, in order for Trek to assign to the Company in consideration of the payment of \$25,000.00 and the Company to assume the general partner interest of Trek in Tarentum Housing (the "**Transaction**").

NOW THEREFORE BE IT RESOLVED, that the Member hereby approves the Assignment Agreement and the transactions contemplated thereby, and authorizes the President of the Member, or his designee, or either or all of them (collectively, the "**Authorized Officers**"), to take such actions in connection with the Transaction, including payment of \$25,000.00, as the Authorized Officers deem necessary, advisable or appropriate, including, without limitation, the execution and delivery of the Assignment Agreement on behalf of the Company.

BE IT FURTHER RESOLVED, that the Authorized Officers are hereby further authorized, empowered and directed to execute and deliver such additional documentation and to take such other action, from time to time, in connection with the Transaction as contemplated by the foregoing resolutions as the Authorized Officers deem necessary, advisable or appropriate, including payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted.

ADJOURNMENT

With no further business to conduct, Sara Innamorato made a motion to adjourn, which was seconded by Derek Uber and carried.

OHIO VALLEY HOUSING GP CORP.
Board of Directors Meeting
Friday, April 22, 2022

MINUTES

The members of the Board of Directors of Ohio Valley Housing GP Corp. held a regular meeting on Friday, April 22, 2022 at 11:15 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Sara Innamorato		
	Sydney Hayden (via Zoom)		
	Derek Uber		

The Chair declared a quorum present and called the meeting to order.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Deborah Breitenstein, Jenna Robin, Patrick Blackwell, Mike Vogel, Frank Magliocco, Bobby Gabbianelli, Kim Longwell

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the March 18, 2022 Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Old Business None.

New Business

1. The following **Resolution #2022-02** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-02 ADOPTING AND RATIFYING AMENDED BYLAWS

WHEREAS, as required by the current By-Laws of Ohio Valley Housing GP Corp (the "Company") the Sole Member of the Company, Allegheny County Housing Authority, approved the following form of amended By-Laws for the Company at two consecutive meetings on March 18, 2022, and again on April 22, 2022; and

WHEREAS, the Board of Directors of the Company now wish to adopt and ratify the Amended By-Laws.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of Ohio Valley Housing GP Corp. hereby adopts and ratifies the following form of Amended By-Laws for the Company:

BYLAWS
OF
OHIO VALLEY HOUSING GP CORP.
Amended By-Laws Adopted April 22, 2022

Article I - Offices

The principal and registered office of Ohio Valley Housing GP Corp. (hereinafter called the "Corporation") shall be located at c/o Allegheny County Housing Authority, 301 Chartiers Avenue, McKees Rocks, PA, 15136. The Corporation may also have offices at other places as the Board of Directors may from time to time determine.

Article II - Member

2.1 Members. The sole member of the Corporation is the Allegheny County Housing Authority ("Member").

2.2 Transfer of Membership. Membership in this Corporation is nontransferable and non-assignable.

Article III - Meeting of the Member

3.1 Annual Meeting. An annual meeting of the Member of the Corporation shall be held the third Friday in January in each year for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the Commonwealth of Pennsylvania, such meeting shall be held on the next succeeding business day. The Member shall designate, in writing, to the Secretary of the Corporation, a representative to act on its behalf.

3.2 Special Meeting. Special meetings of the member of the Corporation for any purpose or purposes other than those regulated by statute or by the Articles of Incorporation may be called by the President, the Board of Directors, or by the Member. The call for a meeting shall be in writing delivered to the Secretary of the Corporation. Upon receipt of a call for a special meeting, it shall be the duty of the Secretary or his or her designee to fix the time of the meeting, which shall be not less than 10 or more than 60 days thereafter. If the Secretary shall neglect or refuse to do so, the person or persons calling the meeting may fix the time of the meeting. Business transacted at all Special Meetings shall be confined to the business stated in the call.

3.3 Place and Notice of Meeting. Notice of meetings shall be in writing; the notice shall name the place, date and time of the meeting. Notices of Special Meetings shall also state the general nature of the business to be transacted. The Secretary of the Corporation will give the written notice of the subject meeting or, if the Secretary shall neglect or refuse to do so, the person or persons calling the meeting as authorized by these Bylaws. All meeting notices shall be delivered by registered mail to the official address of the Member. All meeting notices shall be given at least 5 days prior to the meeting unless a greater period of notice is required by statute in a particular case. Meetings shall be held at the registered office or any other place as the Board of Directors may from time to time determine.

3.4 Informal Action by Member. Any action required by law to be taken at a meeting of the members of the Corporation or any action that may be taken at a meeting of the members of the Corporation, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by the Member or an authorized representative acting on behalf of the Member.

3.5 Voting. The Member shall be entitled to the one and only vote at any meeting of the members of the Corporation.

3.6 Quorum. There shall be no quorum requirement other than the duly appointed representative of the Member must be present at any meeting of the members of the Corporation.

3.7 Telephone Conference. The Member may participate in a meeting through the use of conference telephone or similar communications equipment. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

Article IV – Board of Directors

4.1 Powers, Number and Qualifications. The affairs of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the corporation and do all lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised and done by the Member.

4.2 Number, Qualification and Election. There shall be at least five (5) and no more than nine (9) Directors. The number of Directors shall be set and elected by the Member.

4.3 Election and Term of Office. The Directors shall be elected at each Annual Meeting and shall hold office for one year, except that if the election is delayed they shall hold office until their respective successors are elected. The Member shall fill vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors.

4.4 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice

than this Bylaw, immediately after, and at the same place as, the annual meeting of the members of the Corporation. The Board of Directors may provide, by resolution or by unanimous written consent, the time and place, for the holding of additional regular meetings of the Board without other notice than such resolution or consent.

4.5 Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of, the President or any two Directors. The meetings shall be held at the registered office or any other place as the Board of Directors may from time to time determine.

4.6 Notice. Notice of meetings shall be in writing; the notice shall name the place, date and time of the meeting. Notices of Special Meetings shall also state the general nature of the business to be transacted. The business to be transacted at regular meetings need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law. The Secretary of the Corporation will give the notice or, if the Secretary shall neglect or refuse to do so, the person or persons calling the meeting as authorized by these Bylaws.

All regular and special meeting notices shall be given either personally or by mail to each Director at his or her address as shown by the records of the Corporation. If delivered personally, the notice shall be given at least 24 hours prior to the meeting; if mailed, the notice shall be given at least three days prior to the meeting. Mailed notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.7 Quorum. A majority of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

4.8 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting. It shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken. Each Director shall have one vote.

4.9 Vacancies. The Member shall fill any vacancy in the Board of Directors resulting from death, incapacity, resignation, expiration of term, or otherwise.

4.10 Compensation. Directors as such shall not receive any stated salaries for services, but by resolution of the Board of Directors, expenses, if any, may be allowed for attendance at such regular or special meetings of the Board.

4.11 Removal of Directors. The Member may remove any Director, with or without cause, at any time, by providing written notice of such removal to the Secretary of the Corporation.

4.12 Nonliability of Directors. The Directors shall not be liable for the debts, liabilities, or other obligations of the Corporation.

4.13 Action Without Meetings. Any action which may be taken at a meeting of Directors may be taken without a meeting if authorized by a writing signed by all Directors and filed with the Secretary of the Corporation.

4.14 Telephone Conference. The Board of Directors may participate in a meeting through the use of conference telephone or similar communications equipment so long as all Directors participating in such meeting can hear one another. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

Article VI - Officers

5.1 Officers. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Treasurers, as it shall deem desirable, such officers to have authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by

the same person, except the offices of President and Secretary. Either the office of President or Secretary must be a Director of the Corporation.

5.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as possible and convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have been qualified.

5.3 Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.4 Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall be the principal executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation; the President shall perform all duties and carry into effect all orders and resolutions as may be prescribed by the Board of Directors from time to time. The President shall preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed except where signing shall be expressly delegated by the Board of Directors or by the Bylaws or by statute to some other officer or agent of the Corporation.

5.6 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President or, in the event there be more than one Vice-President, Vice-Presidents, in the order of their election shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

5.7 Treasurer. If directed by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have responsibility for (a) all funds and securities of the Corporation; (b) the receipt of all monies due and payable to the Corporation from any source whatsoever; (c) the deposit of all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in depositories as shall be designated by the Board of Directors. The responsibilities of the Treasurer may be assigned to other parties or agents as long as a fiduciary bond is posted for responsibilities of the Treasurer.

5.8 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and, in general, perform all duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Secretary shall furnish executed copies of the minutes of the meetings of the Board of Directors and of the members of the Corporation to the Members, notify the Members any time a vacancy occurs on the Board of Directors or any changes in the officers takes place; keep a register of the post office address of each Director which shall be furnished to the Secretary by the Member. The Secretary shall keep in safe custody the corporate seal of the Corporation, and, when authorized by the Board, shall affix the seal to any instrument requiring it. When so affixed, it shall be attested by the signature of the Secretary, the Treasurer or an Assistant Secretary.

Article VI - Committees

6.1 Committees of Directors. The Board of Directors may designate one or more committees by resolution adopted by a majority of the Directors in office. Committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but no committee shall have the power or authority as to the following: (a) the submission to the Member of any action requiring approval of the Member; (b) the filing of vacancies in the Board of Directors; (c) the adoption, amendment or repeal of the Bylaws; (d) the amendment of or repeal of any resolution of the Board; and (e) action on matters committed by the Bylaws or resolution of the Board of Directors to another committee of the Board.

6.2 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

6.3 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the member thereof.

6.4 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. In the absence or disqualification of any member of a committee, the members of that committee present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member.

6.6 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article VII – Contracts, Checks, Deposits And Funds

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officer so authorized by these Bylaws, to enter into any contract or execute and deliver an instrument in the name of any and on behalf of the Corporation, and such authority may be general or confined to specific instances. The Board of Directors authorize the Executive Director and/ or General Counsel of the Allegheny County Housing Authority, as agents of the Corporation, to sign any deeds, mortgages, bonds, contracts, or other instruments in the name of and on behalf of the Corporation except where signing shall be expressly delegated by resolution of the Board of Directors to an officer or agent of the Corporation.

Article VIII - Amendments

These Bylaws may be altered, amended or repealed by an affirmative vote of the Member at any regular or special meeting of the Member of the Corporation.

Article IX – Liability of Directors

9.1 Personal Liability. A Director of the corporation shall not be personally liable for monetary damages for any action taken or any failure to take any action, unless (a) such Director has breached or failed to perform his or her duties as a Director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, pursuant to the standard of care set forth in section 2 of this Article, and (b) such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

9.2 Standard of Care.

(a) Each Director of the corporation shall stand in a fiduciary relation to the corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely

in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (i) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- (ii) Counsel, public accountants or other persons as to matters that the Director reasonably believes to be within the professional or expert competence of such person.
- (iii) A committee of the Board of Directors upon which he or she does not serve, duly designated in accordance with the law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(b) In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (a).

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

Article X - Indemnification

10.1 Indemnification. Except as otherwise provided herein, to the fullest extent permitted by law, the Corporation shall indemnify any director or officer of the Corporation in connection with any actual or threatened civil, criminal, administrative or investigative action, suit or proceeding arising out of such director's or officer's service to the Corporation or to another organization or enterprise at the Corporation's request. Except as prohibited herein or by law, every director or officer shall be entitled to be indemnified by the Corporation against all expenses (including attorney and paralegal fees), liabilities and losses (including judgments, excise taxes, fines, penalties and amounts paid in settlement) paid or incurred by such director or officer in connection with any action, suit or proceeding, in which such director or officer may be involved as a party or otherwise, by reason of such director or officer being or having been a director or officer of the Corporation or by reason that such director or officer, employee or agent of the Corporation, whether for profit or not for profit (such claim, action, suit or proceeding hereinafter being referred to as an "Action"); provided, that no such right of indemnification shall exist with respect to an Action brought by (a) the Allegheny County Housing Authority ("Authority") against a director or officer, or (b) an Indemnitee against the Corporation (as herein defined) unless such action is a claim for indemnity or expenses under this Article and the Indemnitee's intention to seek indemnification hereunder. As used in this Article, "Indemnitee" shall include each person denominated by the Corporation as entitled to the benefits of this Article.

The right to indemnification provided herein:

- (a) Shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such person;
- (b) May be extended to persons who are or were not directors or officers (including employees and agents of the Corporation) to the extent authorized by the directors;
- (c) Shall not be deemed exclusive of any other rights to which the director or officer may be entitled under any statute, agreement or otherwise.

10.2 Advancement of Expenses. Every Indemnitee shall be entitled, as a right, to have expenses (other than expenses in connection with any Action brought by (a) the Authority against a director or officer or (b) such Indemnitee against the Corporation) which the Corporation is obligated to indemnify, including expenses of other persons whose indemnification has been properly authorized by the directors, paid in advance by the Corporation prior to the final disposition of any such action, suit or proceeding, subject to any obligation which may be imposed by applicable law, ordinance, or judicial action to reimburse the Corporation.

10.3 Insurance. The Corporation may purchase and maintain insurance to protect itself and any person eligible to be indemnified hereunder against any liability, cost or expense incurred in connection with any Action and may create a fund of any nature which may, but need not be, under the control of a trustee, or otherwise to secure or insure in any manner its indemnification obligations, whether arising under or pursuant hereto or otherwise.

10.4 Nature and Extent of Right. The right of indemnification and advancement of expenses provided for herein:

(a) Shall not be deemed exclusive of any other rights, whether now existing or hereafter created, to which an Indemnitee may be entitled under applicable law, rule or ordinance, these By-Laws, any agreement, any vote or the directors or otherwise; and

(b) Shall be applicable to actions, suits, or proceedings after the adopted hereof, whether arising from acts or omissions occurring before or after the adoption hereof.

The right of indemnification provided herein may not be amended or repealed so as to limit in any way the indemnification or the right to advancement or expenses provided herein with respect to any acts or omissions occurring prior to the adoption of any such amendment or repeal.

10.5 Miscellaneous. Each director and officer shall be deemed to act in such capacity and in reliance upon such rights of indemnification and advancement of expenses as provided herein. The Corporation shall not be required to make any indemnification or advancement of expenses pursuant hereto if (a) doing so would conflict with any law of the Commonwealth of Pennsylvania from time to time in effect or (b) such indemnification or advancement of expenses were to be paid with funds subject to an annual contributions contract between the Authority and the U.S. Department of Housing and Urban Development. Any amendment or repeal of this Amendment to By-Laws, or the adoption of any other provision of the By-Laws which has the effect of increasing the liability of directors or officers shall operate prospectively only and shall not have any effect with respect to any action taken, or failure to act, prior to the adoption of such amendment, repeal or other provision.

Article XI - Miscellaneous

11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the members of the Corporation and the Board of Directors, and shall keep, at the registered or principal office, a record giving the names and addresses of the Directors entitled to vote. The Member, or its agent or attorney may inspect all books and records of the Corporation, for any proper purpose at any reasonable time.

11.2 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

11.3 Waiver and Notice. Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Law or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.4 Dissolution. In the event of the dissolution of the Corporation or the winding up of its affairs, or other liquidation of its assets, the Corporation's property shall not be conveyed to any organization created or operated for profit or to any individual for less than the fair market value of such property, and all assets remaining after the payment of the Corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for non-profit purposes similar to those of the Corporation, including but not limited to the Member provided that it retains its tax exempt status under the Internal Revenue Code of 1986, as amended, or to the Federal government or a state or local government or instrumentality thereof, for a public purpose.

11.5 Financial Report to the Member. Annually, the Directors of the Corporation shall present to the Member a report, the contents of which are prescribed in Section 5553 of the Pennsylvania Nonprofit Corporation Law. A copy of the report shall be filed with the minutes of the annual meeting of the members of the corporation.

Adjournment

With no further business to conduct, Sara Innamorato made a motion to adjourn, which was seconded by Derek Uber and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, May 20, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations None.

V. Public Comment on Agenda Items

VI. Approval of Minutes of the April 22, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request approval of an End of Employment Sick Time Buy Back for all non-union full-time Authority employees.

B. Procurement

1. Request approval to piggyback OMNIA Partners Co-op Contract #3280-20-7210-02 with Orkin, Inc. for Contract ACHA-1673 Pest Control Services, at all ACHA site locations for the term 7/1/22-4/8/26, with up to three 1-year options.
2. Request approval to award RFP Contract ACHA-1671 Commercial Laundry Vending Services, to CSC ServiceWorks, Inc. for a 5-year period with no renewal option.

C. Development

1. Request approval to award Contract ACHA-1678-1/GC, Uansa Village Shingled Roof Replacement, in the amount of \$176,550, to Maxim Construction, LLC

IX. Comment on General Items

X. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, May 20, 2022

9:30 a.m.

9:15 a.m.

Finance and Audit Committee Meeting

9:45 a.m.

Executive Session & Review Session

Executive Session

1. Human Resources
-SEIU CBA negotiations

2. ACHA Operating Budget FY 21-22

3. Eviction Moratorium
– Emergency Rental Assistance Program (ERAP)

4. Hawkins Village

5. Mt. Lebanon II – Castlegate Green

6. Choice Neighborhoods Grant

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: May 17, 2022

SUBJECT: **Employee End of Employment Sick Time Buy Back** *For Board Approval*

Request approval of the following employment benefit to be added to the Authority's Employee Handbook. This benefit has been available to the unions since 2009.

End of Employment Sick Time Buy Back: All regular, full-time non-union employees, age 62 and older with a minimum of 20 years of continuous full-time employment with the Authority, are eligible upon retirement or voluntary end of employment to sell back to the Authority accumulated sick leave according to the following conditions:

1. Employee must have worked for the Authority continuously in a full-time position for a minimum of 20-years prior to their retirement/end of employment date.
2. The termination of employment with the Authority must be due to voluntary retirement or voluntary resignation. Employees whose employment with the Authority is terminated for cause are not eligible for this benefit.
3. Employees must have a minimum of 60 days of accrued sick leave on the end of employment date to be eligible for this payment.
4. The Authority will buy back one-half, or 50%, of an eligible employee's accrued sick days.

All payments will be made at the employee's wage rate in effect on the date of end of employment. Applicable taxes will be withheld from this buy back payment. No employee or employer retirement plan contribution will be made on this payment.

An employee must include a written request for this sick time buy back with their notice of resignation/retirement.

The Authority shall make the sole determination of an employee's termination status. An employee's dispute of such a determination may be resolved through the Dispute Resolution process contained in the Employee Handbook.

The Executive Director can discontinue this benefit in the future based on budgetary reasons. Any future modifications to this benefit must be approved by the Authority's Board of Directors.

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, May 20, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, May 20, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Those present and absent were as follow:

Present:	Mark Foerster	Absent:
	Sara Innamorato	
	Paul D'Alesandro	
	Derek Uber	
	Sydney Hayden	

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Katie Stohlberg, Richard Stephenson, Patrick Blackwell, Ed Primm, Frank Magliocco, Paul Reiber, Kim Longwell, Kate Giammarise; Mike Vogel, Jennifer Whitley

Recognitions/Proclamations

Beverly Moore advised she wanted to recognize Jennifer Whitley for being selected by the New Pittsburgh Courier as one of the "Fabulous Forty", for the work that she does, her educational pursuits, and her work in the community; she along with the other selectees will be honored at a dinner.

The Executive Director also recognized maintenance aide Todd Avigliano, citing his work ethic and helpfulness with residents and employees.

Public Comment None.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the April 22, 2022 Board of Directors meeting; the motion was seconded by Derek Uber and carried.

Old Business None.

New Business

A. Administration

1. Motion by Sydney Hayden second by Sara Innamorato, approving the following End of Employment Sick Time Buy Back for all non-union full-time Authority employees:

After a brief discussion, the motion was unanimously carried.

B. Procurement

1. Motion by Derek Uber, second by Paul D'Alesandro, approving a piggyback of OMNIA Partners Co-op Contract #3280-20-7210-02 with Orkin, Inc. for Contract ACHA-1673 Pest Control Services, at all ACHA site locations for the term 7/1/22-4/8/26, with up to three 1-year options. Motion carried.

2. Motion by Derek Uber, second by Sara Innamorato, awarding RFP Contract ACHA-1671 Commercial Laundry Vending Services, to CSC ServiceWorks, Inc. for a 5-year period with no renewal option. After a brief discussion, the motion was carried.

C. Development

1. Motion by Sydney Hayden, second by Paul D'Alesandro, awarding Contract ACHA-1678-1/GC, Uansa Village Shingled Roof Replacement, in the amount of \$176,550, to Maxim Construction, LLC. After a brief discussion, the motion was carried.

Comment on General Items None

Adjournment

With no further business to conduct, Sara Innamorato made a motion to adjourn, the motion was seconded by Paul D'Alesandro and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, June 17, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

Employee of the Month
Award of Appreciation

V. Public Comment on Agenda Items

VI. Approval of Minutes of the May 20, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request adoption of **Resolution #22-09** approving and authorizing submission to HUD of the 2023-2027 Agency Plan.
2. Request approval to negotiate and enter into an intergovernmental professional services agreement to provide investigative services for the Housing Authority of the County of Butler.

B. Finance

1. Request acceptance of the ACHA's Fiscal Year 2021 Single Audit performed by Maher Duessel.
2. Request adoption of Resolution **#22-10** authorizing transfer of uncollectible tenant accounts in the amount of \$6,562.15 and referral for further action, if warranted.
3. Request adoption of **Resolution #22-11** authorizing submission of a Disposition Application to the HUD Special Applications Center to dispose of 5 scattered site homes and 24 condominium units, to Three Rivers Communities, Inc.
4. Request adoption of **Resolution #22-12** authorizing the filing of a Redevelopment Assistance Capital Program Funding Application to the Commonwealth of PA's Bureau of Revenue, Cash Flow & Debt – Office of Budget, in the amount of \$1,000,000, to assist in the construction of 51 affordable housing units to be located at the former Hawkins Village development in Rankin, PA.

C. Purchasing

1. Request approval to piggyback PEPPM Cooperative Agreement #528897-284 under Contract ACHA-1663 with Reliant Enterprise IT Solutions to install a video surveillance system at the following locations in the total amount of \$348,603.29:

<u>Site</u>	<u>Building</u>	<u>Elevators</u>
Brackenridge Hall	\$ 43,399.03	\$ 5,422.30
Rachel Carson Hall	\$ 46,457.51	\$ 5,422.30
Dumplin Hall	\$ 44,806.26	\$ 5,422.30
Golden Tower	\$ 42,133.05	\$ 5,422.30
Springdale Manor	\$ 45,369.23	\$ 5,422.30
Carver Hall	<u>\$ 47,466.90</u>	<u>\$ 5,422.30</u>
	\$316,069.49	\$32,533.80

2. Request approval to piggyback PA CoStars Cooperative Purchasing Contract #013-056 with Laurel Ford in the amount of \$28.055, for the purchase of a 2022 Ford Interceptor SUV 4 Door AWD Police vehicle for use by the Public Safety Department.

IX. Comment on General Items

X. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, June 17, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
-SEIU CBA negotiations

2. ACHA Operating Budget FY 21-22

3. Eviction Moratorium

4. Hawkins Village

5. Mt. Lebanon II – Castlegate Green

6. Choice Neighborhoods Grant

7. Presentation of Audit FYE 9/30/21 by Maher Duessel

8. Scholar House

9. Landlord Appreciation Day - June 10, 2022

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Frank Magliocco, MIS Director

DATE: June 13, 2022

SUBJECT: **2023 - 2027 Agency Plan**

For Board Approval

Please place on the agenda at the June 17, 2022 Board of Directors meeting a resolution to approve submission of the ACHA Agency Plan for 2023-2027 to the U.S. Department of Housing and Urban Development.

Frank Magliocco

Approved as to format and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Frank Aggazio, Executive Director

FROM: Mike Vogel, Police Chief

DATE: June 14, 2022

SUBJECT: **Investigative Services Contract**

For Board Approval

Please place on the agenda at the June 17, 2022 Board of Directors meeting a motion to approve negotiation and authorization for an intergovernmental professional services contract to provide investigative services for the Housing Authority of the County of Beaver.

Mike Vogel

Approved as to format and content:

Executive Director

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, June 17, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, June 17, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. Those present and absent were as follow:

Present:	Sara Innamorato	Absent:	Mark Foerster
	Derek Uber		
	Sydney Hayden (via Zoom)		
	Paul D'Alesandro (who had to leave the meeting shortly after it began)		

The Vice Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. She also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Prior to the Board Meeting, the Public Hearing for the Authority's Annual Agency Plan update was held.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Debbie Breitenstein, Richard Stephenson, Patrick Blackwell, Frank Magliocco, Paul Reiber, Kim Longwell, Kate Giammarise; Mike Vogel, David Williams, Jenna Robin, Tyler Norris, Mike Peton, Karen Redman

Recognitions/Proclamations

The Executive Director present Budget/Payroll Accountant Tyler Norris with the employee of the month award, in recognition of his time and patience in acclimating Authority employees with the new time and attendance payroll procedures.

Mr. Aggazio then presented an Award of Appreciation to Bobby Gabbianelli, Assistant Director of the Housing Choice Voucher Program, who is retiring on July 8th after 27 years of public service with the Authority.

Public Comment None.

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the May 20, 2022 Board of Directors meeting; the motion was seconded by Sydney Hayden and carried.

Old Business None.

New Business

A. Administration

1. The following **Resolution #22-09** was introduced by the Vice Chair, read in full and considered:

RESOLUTION #22-09 APPROVING THE 2023-2027 AGENCY PLAN

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby adopted, and approve the submission to HUD of the 2023-2027 Agency Plan.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Vice Chair thereupon declared said Resolution carried and adopted.

2. Motion by Derek Uber, second by Sydney Hayden, authorizing and approving negotiation to enter into an intergovernmental professional services agreement for the provision of investigative services for the Housing Authority of the County of Butler. Motion carried.

B. Finance

1. Motion by Sydney Hayden, second by Derek Uber, accepting the ACHA's Fiscal Year 2021 Single Audit performed by Maher Duessel. After a brief discussion, the motion was carried.
2. The following **Resolution #22-10** was introduced by the Vice Chair, read in full and considered:

RESOLUTION #22-10 AUTHORIZING TRANSFER OF COLLECTION LOSS

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby authorize transfer of uncollectible tenant accounts in the amount of \$6,562.15 and referral for further action, if warranted.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Vice Chair thereupon declared said Resolution carried and adopted.

3. The following **Resolution #22-11** was introduced by the Vice Chair, read in full and considered:

RESOLUTION #22-11 AUTHORIZING SUBMISSION OF A DISPOSITION APPLICATION

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby authorize submission of a Disposition Application to the HUD Special Application Center for the disposal of the following scattered site properties to Three Rivers Communities, Inc., an instrumentality of the Allegheny County Housing Authority:

AMP	Address	Bedroom Size
705	121 Vesper Street, Bridgeville, Pa 15017	3
702	338 Walpole Avenue, Penn Hills, Pa 15235	3
702	122 Courtney Drive, Penn Hills, Pa 15235	3
702	425 Guylyn Drive, Penn Hills, Pa 15235	2
802	3975 Hazelwood Drive, Monroeville, Pa 15146	3
802	1987 Centurion Drive, Apt. 104, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 105, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 209, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 302, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 307, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 404, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 409, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 508, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 513, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 613, Forest Hills, Pa 15221	1

803	510 Station Street, Apt. 102, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 103, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 105, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 201, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 202, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 301, Wilmerding, Pa 15148	2
803	510 Station Street, Apt. 302, Wilmerding, Pa 15148	2
820	5086 Sanlin Drive, Moon Township, Pa 15108	1
820	6098 Sanlin Drive, Moon Township, Pa 15108	1
820	6104 Sanlin Drive, Moon Township, Pa 15108	1
820	7115 Sanlin Drive, Moon Township, Pa 15108	1
820	7121 Sanlin Drive, Moon Township, Pa 15108	1
820	7122 Sanlin Drive, Moon Township, Pa 15108	1
820	7128 Sanlin Drive, Moon Township, Pa 15108	1

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the “Ayes” and “Nays” were as follow:

AYES: Sara Innamorato	NAYS: None
Derek Uber	
Sydney Hayden	

The Vice Chair thereupon declared said Resolution carried and adopted.

- The following **Resolution #22-12** was introduced by the Vice Chair, read in full and considered:

RESOLUTION #22-12 AUTHORIZING THE FILING OF A REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM FUNDING APPLICATION

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Allegheny County Housing Authority hereby authorized the filing of a Redevelopment Assistance Capital Program Funding Application to the Commonwealth of Pennsylvania’s Bureau of Revenue, Cash Flow and Debt – Office of Budget, in the amount of \$1,000,000, to assist in the construction of 51 affordable housing units to be located at the former Hawkins Village development in Rankin, PA.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the “Ayes” and “Nays” were as follow:

AYES: Sara Innamorato	NAYS: None
Derek Uber	
Sydney Hayden	

The Vice Chair thereupon declared said Resolution carried and adopted.

C. Purchasing

- Motion by Sydney Hayden, second by Derek Uber, approving the piggyback of PEPPM Cooperative Agreement #528897-284 under Contract ACHA-1663 with Reliant Enterprise IT Solutions to install a video surveillance system at the following locations in the total amount of \$348,603.29:

<u>Site</u>	<u>Building</u>	<u>Elevators</u>
Brackenridge Hall	\$ 43,399.03	\$ 5,422.30
Rachel Carson Hall	\$ 46,457.51	\$ 5,422.30
Dumplin Hall	\$ 44,806.26	\$ 5,422.30
Golden Tower	\$ 42,133.05	\$ 5,422.30
Springdale Manor	\$ 45,369.23	\$ 5,422.30
Carver Hall	\$ 47,466.90	\$ 5,422.30
	\$316,069.49	\$32,533.80

After a brief discussion, the motion was unanimously carried.

2. Motion by Derek Uber, second by Sydney Hayden, approving the piggyback of PA CoStars Cooperative Purchasing Contract #013-056 with Laurel Ford in the amount of \$28.055, for the purchase of a 2022 Ford Interceptor SUV 4 Door AWD Police vehicle for use by the Public Safety Department. Motion carried.

Comment on General Items None.

Adjournment

With no further business to conduct, Derek Uber made a motion to adjourn the meeting, the motion was seconded by Sydney Hayden and carried.

Advertised in the 7/14/22 Pittsburgh Post-Gazette and posted on the ACHA website on 7/12/22

Notice of Change in Regular Meetings

Notice is hereby given that the regularly scheduled July 15, 2022 meetings of the Board of Directors of the Allegheny County Housing Authority will be modified to take place **virtually** due to the rise in COVID-19 infections. The public is encouraged to participate in these meetings in the following way:

1. Comments or requests on Board agenda items must be submitted via email at dbreitenstein@achsng.com no later than 2 days before a scheduled meeting.
2. The meetings will be held via ZOOM and the public is encouraged to attend and join the meetings. Meeting log-in information will be available on the Authority's website at <https://www.achsng.com>. The virtual access will be open five minutes before the start of a meeting.

Meetings will be to conduct essential business only and may proceed in a modified manner with attendees participating remotely through electronic means. The Agenda for the July 15, 2022 Board meeting will be posted on the Authority's website 24 hours before a scheduled meeting. All virtual meetings will be recorded and posted to the Authority's website for one month following the meetings. The ACHA will continue to post meeting Minutes on its website at [http://www.achsng.com/ABOUT/PUBLIC DOCUMENTS](http://www.achsng.com/ABOUT/PUBLIC_DOCUMENTS)

Questions concerning this notice may be addressed to Deborah Breitenstein via email at dbreitenstein@achsng.com, or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

Notice of Change in Regular Meetings

Notice is hereby given that the regularly scheduled July 15, 2022 meetings of the Board of Directors of the Allegheny County Housing Authority will be modified to take place *virtually* due to the rise in COVID-19 infections. The public is encouraged to participate in these meetings in the following way:

1. Comments or requests on Board agenda items must be submitted via email at dbreitenstein@achsng.com no later than 2 days before a scheduled meeting.
2. The meetings will be held via ZOOM and the public is encouraged to attend and join the meetings. Meeting log-in information will be available on the Authority's website at <https://www.achsng.com>. The virtual access will be open five minutes before the start of a meeting.

Meetings will be to conduct essential business only and may proceed in a modified manner with attendees participating remotely through electronic means. The Agenda for the July 15, 2022 Board meeting will be posted on the Authority's website 24 hours before a scheduled meeting. All virtual meetings will be recorded and posted to the Authority's website for one month following the meetings. The ACHA will continue to post meeting Minutes on its website at http://www.achsng.com/ABOUT/PUBLIC_DOCUMENTS

Questions concerning this notice may be addressed to Deborah Breitenstein via email at dbreitenstein@achsng.com, or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, July 15, 2022

A G E N D A - AMENDED

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations None

V. Public Comment on Agenda Items

VI. Approval of Minutes of the June 17, 2022 meeting

VII. Old Business None.

VIII. New Business

A. Administration

1. Request approval and ratification of a Collective Bargaining Agreement with SEIU Local 32 BJ for the term 10/1/20 through 9/30/23.

B. Development

1. Request approval of Change Order G-1 to Contract ACHA-1653-1/GC, Traction Elevator Modernization at Commerce Plaza Apartments and West Mifflin Manor, in the amount of \$86,622 to Otis Elevator Company for the installation of SS#4 brushed stainless-steel elevator hoist way doors and jambs on every floor of both buildings.
2. Request approval of Change Order G-1 to Contract ACHA-1655-1/GC, Traction Elevator Modernization at Blawnox Apartments, in the amount of \$39,066 to Otis Elevator Company for the installation of SS#4 brushed stainless-steel elevator hoist way doors and jambs on every floor of the building.
3. Request award and ratification of Contract ACHA-1650 Task Order #1 to Sleighter Engineering & Architects Design, in the amount of \$313,742, for A/E services for the modernization of Burtner Apartments.
4. Request award of Contract-1650 Task Order #3 to AE Works, in the amount of \$50,000, for A/E services for concrete balcony repairs at Robert J. Corbett Apartments.

Purchasing

1. Request approval to piggyback the Pennsylvania Education Program for Microcomputers (PEPPM) Contract #528897-119 with Infradapt, LLC, for the purchase of infrastructure as a Service, which includes email hosting, wireless access points, cloud-based antivirus & cyber hygiene services, in the amount of \$243,863.98 for a 60-month term billed at a monthly rate of \$4,046.39.

2. Request approval to piggyback PA CoStars Contract #006-176 (ACHA-1685) with Carahsoft Technology Corporation for DocuSign and other software needs, in the amount of \$76,702, for a 2-year period ending 5/31/24.

Travel

1. Request approval of travel for up to ___ staff to attend the 2022 NAHRO National Conference from September 22-24, 2022 in San Diego, CA.
2. Request approval of travel for up to 7 staff to attend the 2022 Emphasys Users Connect Conference from October 9-12, 2022 in Scottsdale, AZ.

Off-Agenda

1. Request approval to add to the agenda a resolution to approve submission of a grant application to PA Department of Community and Economic Development for funding for Phase II of the Hawkins redevelopment.
2. Request adoption of **Resolution #2022-13** approving and authorizing the Authority to file an application to the Pennsylvania Department of Community and Economic Development for additional funding in the amount of \$500,000 to construct 51 affordable housing units for Hawkins Village Redevelopment Phase II.

IX. Comment on General Items

X. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, July 15, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
2. ACHA Operating Budget FY 21-22
3. Eviction Moratorium
4. Hawkins Village
5. Mt. Lebanon II – Castlegate Green
6. Choice Neighborhoods Grant
7. Scholar House
8. Visit from HUD Administrator
9. McKees Rocks Homeownership Event
10. FHLB – HCVP Homeownership Presentation
11. DHS IT Integration

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, July 15, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting Zoom on Friday, July 15, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. The meeting was held virtually via Zoom. Those present and absent were as follow:

Present: Mark Foerster
Derek Uber
Sydney Hayden

Absent: Paul D'Alesandro
Sara Innamorato

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Debbie Breitenstein, Richard Stephenson, Patrick Blackwell, Frank Magliocco, Paul Reiber, Kim Longwell, Katie Stohlberg, Mike Vogel, Jenna Robin, Holly Douglas

Recognitions/Proclamations None.

Public Comment None.

Approval of Minutes

Sydney Hayden made a motion to approve the Minutes of the June 17, 2022 Board of Directors meeting; the motion was seconded by Derek Uber and carried.

Old Business None.

New Business

A. Administration

1. Motion by Derek Uber, second by Sydney Hayden, approving and ratifying a Collective Bargaining Agreement with SEIU Local 32 BJ for the term 10/1/20 through 9/30/23. After brief discussion, the motion was unanimously carried.

B. Development

1. Motion by Sydney Hayden, second by Derek Uber, approving Change Order G-1 to Contract ACHA-1653-1/GC, Traction Elevator Modernization at Commerce Plaza Apartments and West Mifflin Manor, in the amount of \$86,622 to Otis Elevator Company for the installation of SS#4 brushed stainless-steel elevator hoist way doors and jambs on every floor of both buildings. Motion carried.
2. Motion by Derek Uber, second by Sydney Hayden, approving Change Order G-1 to Contract ACHA-1655-1/GC, Traction Elevator Modernization at Blawnox Apartments, in the amount of \$39,066 to Otis Elevator Company for the installation of SS#4 brushed stainless-steel elevator hoist way doors and jambs on every floor of the building. Motion carried.
3. Motion by Sydney Hayden, second by Derek Uber, approving award and ratification of Contract ACHA-1650 Task Order #1 to Sleighter Engineering & Architects Design, in the amount of

\$313,742, for A/E services for the modernization of Burtner Apartments. After a brief discussion, the motion was unanimously approved.

4. Motion by Derek Uber, second by Sydney Hayden, awarding Contract-1650 Task Order #3 to AE Works, in the amount of \$50,000, for A/E services for concrete balcony repairs at Robert J. Corbett Apartments. After brief discussion, the motion was carried.

Purchasing

1. Motion by Sydney Hayden, second by Derek Uber, approving the piggyback of the Pennsylvania Education Program for Microcomputers (PEPPM) Contract #528897-119 with Infradapt, LLC, for the purchase of infrastructure as a Service, which includes email hosting, wireless access points, cloud-based antivirus & cyber hygiene services, in the amount of \$243,863.98 for a 60-month term billed at a monthly rate of \$4,046.39. After a brief discussion, the motion was unanimously carried.
2. Motion by Derek Uber, second by Sydney Hayden, approving the piggyback of PA CoStars Contract #006-176 (ACHA-1685) with Carahsoft Technology Corporation for DocuSign and other software needs, in the amount of \$76,702, for a 2-year period ending 5/31/24. The motion was unanimously carried after a brief discussion.

Travel

1. Motion by Sydney Hayden, second by Derek Uber, approving travel of up to 4 staff to attend the 2022 NAHRO National Conference from September 22-24, 2022 in San Diego, CA. Motion carried.
2. Motion by Derek Uber, second by Sydney Hayden, approving travel of up to 7 staff to attend the 2022 Emphasys Users Connect Conference from October 9-12, 2022 in Scottsdale, AZ. After a brief discussion, the motion was carried.

Off-Agenda

1. Motion by Derek Uber, second by Sydney Hayden approving the addition to the agenda of a resolution to approve submission of a grant application to PA Department of Community and Economic Development for funding for Phase II of the Hawkins redevelopment. Motion carried.
2. The following **Resolution #2022-13** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-13 APPROVING A FUNDING APPLICATION TO THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby approve the filing by the Authority of an application to the Pennsylvania Department of Community and Economic Development (DCED) for funding in the amount of \$500,000 for construction of 51 affordable housing units for Hawkins Village Redevelopment Phase II; and

BE IT FURTHER RESOLVED that the Executive Director and/or his or her designee is hereby authorized, empowered and directed to execute and deliver such documentation and to take such other action as may be necessary for application and use of the funds.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

The Chair thereupon declared said Resolution carried and adopted.

Comment on General Items

Mark Foerster advised that he, along with the Executive Directors, attended the Sheldon Park graduation on June 22, 2022, and commended Board Member Sydney Hayden for her work and leadership with the children at the development and surrounding community. Mr. Foerster also commended the commitment, dedication and hard work of Bobby Gabbianelli, who retired this month from the Authority.

Adjournment

With no further business to conduct, Derek Uber made a motion to adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

From: Debbie Breitenstein <dbreitenstein@achsng.com>

Sent: Tuesday, July 26, 2022 3:07 PM

To: 'Mark Foerster (mark@novains.com)' <mark@novains.com>; 'Sara Innamorato (sinnamorato@pahouse.net)' <sinnamorato@pahouse.net>; Uber, Derek E (Highmark Health) <Derek.Uber@highmarkhealth.org>; 'Sydney Hayden (sydneyspalace@yahoo.com)' <sydneyspalace@yahoo.com>; 'Paul D'Alesandro (paul.dalesandro@mail.house.gov)' <paul.dalesandro@mail.house.gov>

Cc: Frank Aggazio <franka@achsng.com>

Subject: Three Rivers Communities, Inc. - Email/Phone Poll

Importance: High

Good afternoon. Attached is a revised Confidentiality Policy that needs to be adopted by Three Rivers Communities, Inc. ("TRCI") that contains the necessary language HUD requires for the ESG Program. The Emergency Solutions Grants program is to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. TRCI /ACHA works with the City and County to perform HQS inspections and rent reasonableness for units identified for the program.

Per Allegheny County Economic Development....." *the TRCI policy previously submitted in January 2022 does not include the necessary language HUD requires for the ESG Program. Below is the information that should be included in this policy.*

- *(x) Confidentiality. (1) The recipient and its subrecipients must develop and implement written procedures to ensure:(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.(2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.*

Attached for your agency's review is a draft Confidentiality Policy that includes the above HUD ESG regulations for TRCI for the Homelessness Prevention and Rapid Re-Housing Program for the Inspection Services provided to the ESG Lead Agencies. Please let me know if this policy is acceptable to TRCI and what the next steps are to get this policy approved by your agency. In order to close out our ESG monitoring finding with HUD, ACED needs to send HUD TRCI's Confidentiality Policy Friday, August 12, 2022. ACED is asking that your agency send TRCI's revised Confidentiality Policy by Monday, August 8, 2022 or sooner.

Attached is the revised Policy for your review. **Please respond via email if you approve the attached revised Policy. If you wish to discuss the item, we will schedule phone poll for next Wednesday, August 3, 2022 at 11:00.** If approved, the policy will be placed on the next TRCI board agenda for ratification.

Thank you for your consideration.

Mark Foerster - yes 7/26/22

Paul D'Alesandro - yes 8/1/22

Sara Innamorato, Sydney Hayden & Derek Uber - yes 8/2/22

ALLEGHENY COUNTY HOUSING AUTHORITY
Special Board of Directors Meeting
Tuesday, August 16, 2022, 10:30 AM
via Zoom

[Agenda](#)

I. Call to Order

II. Roll Call

III. Business

1. Request approval to renew the agreement with the Allegheny County Law Department for the term 1/1/22-12/31/22 in the amount of \$90,000, for the provision of legal services to the Authority.
2. Request approval to enter into a software maintenance agreement with Emphasys Software for support on its proprietary software licensed to the ACHA, in the amount of \$115,129.00 or the term 8/1/22-7/31/23.
3. Request approval for the purchase of 18 ductless cooling & heating PTAC units from Refrigeration Sales Corporation, in the amount of \$28,988.10, for Westview Manor, Springdale Manor, and Blawnox Apartments.
4. Request approval to award Contract ACHA-1679-1/GC, General Contract for Philip Burtner Apartments Modernization, in the amount of \$2,880,800 to Vendrick Construction, Inc.
5. Request approval to award Contract ACHA-1679-2/MC, Mechanical Contract for Philip Burtner Apartments Modernization, in the amount of \$958,000 to R & B Mechanical.
6. Request approval to award Contract ACHA-1679-3/PC, Plumbing Contract for Philip Burtner Apartments Modernization, in the amount of \$642,200 to McRandal Company.
7. Request approval to award Contract ACHA-1679-4/EC, Electrical Contractor for Philip Burtner Apartments Modernization, in the amount of \$461,500 to Uzmack Electric.
8. Request adoption of **Resolution #2022-14** authorizing submission of a Disposition Application to the HUD Special Applications Center to dispose of 4 scattered site homes and 17 condominium units to Three Rivers Communities, Inc.

IV. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: August 4, 2022

SUBJECT: **Contract for Legal Services**

For Board Approval

Request approval and ratification to renew the legal services contract with the Allegheny County Law Department for the provision of legal professional services to the Authority, in the amount of \$90,000, for the term 1/1/22-12/31/22

Executive Director

Advertised in the 8/11/22 edition of the Pittsburgh Post-Gazette and posted on ACHA website and CO office

Notice of Special Meeting

Notice is hereby given that a special meeting of the Board of Directors of the Allegheny County Housing Authority will be held on August 16, 2022 at 10:30 AM for the purpose of transacting business of the Authority. The meeting will be held virtually via Zoom and the public is encouraged to participate and join in the meeting. Meeting log-in information will be available on the Authority's website at <https://www.achsng.com>. The virtual access will be open five minutes before the start of a meeting.

Meetings will be to conduct essential business only and may proceed in a modified manner with attendees participating remotely through electronic means. The Agenda for the Board meeting will be posted on the Authority's website 24 hours before the scheduled meeting. All virtual meetings will be recorded and posted to the Authority's website for one month following the meetings. The ACHA will continue to post meeting Minutes on its website at <http://www.achsng.com/ABOUT/PUBLIC DOCUMENTS>

Questions concerning this notice may be addressed to Deborah Breitenstein via email at dbreitenstein@achsng.com, or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Special Meeting
Tuesday, August 16, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a special meeting on Tuesday, August 16, 2022 at 10:30 a.m. The meeting was held virtually via Zoom. Those present and absent were as follow:

Present:	Mark Foerster	Absent: None
	Sara Innamorato	
	Paul D'Alesandro	
	Derek Uber	
	Sydney Hayden	

The Chair declared a quorum present and called the meeting to order

Attendance: Frank Aggazio, George Janocsko, Beverly Moore, Deborah Breitenstein, Richard Stephenson, Patrick Blackwell, Frank Magliocco, Paul Reiber,

New Business

1. Motion by Derek Uber, second by Sara Innamorato, approving renewal of the agreement with the Allegheny County Law Department for the term 1/1/22-12/31/22 in the amount of \$90,000, for the provision of legal services to the Authority. Motion carried.
2. Motion by Derek Uber, second by Sara Innamorato, approving a software maintenance agreement with Emphasys Software for support on its proprietary software licensed to the ACHA, in the amount of \$115,129.00 or the term 8/1/22-7/31/23. Motion carried.
3. Motion by Sara Innamorato, second by Derek Uber, approving the purchase of 18 ductless cooling & heating PTAC units from Refrigeration Sales Corporation, in the amount of \$28,988.10, for Westview Manor, Springdale Manor, and Blawnox Apartments. After a brief discussion, the motion was carried.
4. Motion by Derek Uber, second by Sarah Innamorato, approving the award of Contract ACHA-1679-1/GC, General Contract for Philip Burtner Apartments Modernization, in the amount of \$2,880,800 to Vendrick Construction, Inc. After a brief discussion, the motion was unanimously carried.
5. Motion by Sara Innamorato, second by Sydney Hayden, approving the award of Contract ACHA-1679-2/MC, Mechanical Contract for Philip Burtner Apartments Modernization, in the amount of \$958,000 to R & B Mechanical. After a brief discussion, the motion was unanimously carried.
6. Motion by Derek Uber, second by Sydney Hayden, approving the award of Contract ACHA-1679-3/PC, Plumbing Contract for Philip Burtner Apartments Modernization, in the amount of \$642,200 to McRandal Company. The motion was unanimously carried.
7. Motion by Sara Innamorato, second by Derek Uber, approving the award of Contract ACHA-1679-4/EC, Electrical Contractor for Philip Burtner Apartments Modernization, in the amount of \$461,500 to Uzmack Electric. The motion was unanimously carried.
8. The following **Resolution #2022-14** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-14 AUTHORIZING SUBMISSION OF A DISPOSITION APPLICATION TO THE HUD SPECIAL APPLICATION CENTER

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allegheny County Housing Authority hereby approve the submission of a Disposition Application to the HUD Special Applications Center under PIH-2018-04 (HA) for the disposal of the following 4 scattered site homes and 17 condominium units to Three Rivers Communities, Inc., an instrumentality of the Authority:

AMP	ADDRESS	BR SIZE
705	121 Vesper Street, Bridgeville, Pa 15017	3
702	122 Courtney Drive, Penn Hills, Pa 15235	3
702	425 Guylyn Drive, Penn Hills, Pa 15235	2
802	3975 Hazelwood Drive, Monroeville, Pa 15146	3
802	1987 Centurion Drive, Apt. 104, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 105, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 209, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 302, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 307, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 404, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 409, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 508, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 513, Forest Hills, Pa 15221	1
802	1987 Centurion Drive, Apt. 613, Forest Hills, Pa 15221	1
820	5086 Sanlin Drive, Moon Township, Pa 15108	1
820	6098 Sanlin Drive, Moon Township, Pa 15108	1
820	6104 Sanlin Drive, Moon Township, Pa 15108	1
820	7115 Sanlin Drive, Moon Township, Pa 15108	1
820	7121 Sanlin Drive, Moon Township, Pa 15108	1
820	7122 Sanlin Drive, Moon Township, Pa 15108	1
820	7128 Sanlin Drive, Moon Township, Pa 15108	1

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYES: None
	Sara Innamorato	
	Derek Uber	
	Sydney Hayden	
	Paul D'Alesandro	

The Chair thereupon declared said Resolution carried and adopted.

Adjournment

With no further business to conduct, Sara Innamorato made a motion to adjourn the meeting; the motion was seconded by Derek Uber and carried.

Advertised in the 9/1/22 edition of the Pittsburgh Post-Gazette and posted on ACHA website

Notice of Change in Regular Meeting

Notice is hereby given that the September 2022 regular monthly meeting of the Board of Directors of the Allegheny County Housing Authority has been rescheduled for Friday, September 30, 2022 at 10:30 a.m. and will be held in the Authority's boardroom located on the 2nd floor, 301 Chartiers Avenue, McKees Rocks, PA, 15136, to be preceded by a Finance & Audit Committee meeting at 9:15 a.m. The public is encouraged to participate in the meetings.

Questions concerning this notice may be addressed to Katie Stohlberg via email at kstohlberg@achsng.com or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, September 30, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

Employees of the Month

V. Public Comment on Agenda Items

VI. Approval of Minutes of the July 15 and August 16, 2022 meetings

VII. Old Business None.

VIII. New Business

A. Finance

1. Request adoption of **Resolution #22-15** approving Fiscal Year 2023 Operating Budgets.
2. Request approval of an owner's draw in the amount of \$300,000 from the Harrison Hi-Rise reserves.
3. Request adoption of **Resolution #22-16** authorizing transfer of uncollectible tenant accounts for Fiscal Year ending 9/30/2022 and referral for further action, if warranted

B. Purchasing

1. Request approval to award Contract ACHA-1684, Snow & Ice Melt Materials, to HD Supply, for a one-year term, with up to four one-year options.
2. Request approval to piggyback PEPPM Cooperative Agreement #528897-284 under Contract ACHA-1663 with Reliant Enterprise IT Solutions, in the amount of \$28,700.25 for the installation of a video surveillance system at Sheldon Park.

IX. Comment on General Items

X. Adjournment

THREE RIVERS COMMUNITIES, INC.
Board of Directors Meeting
Friday, September 30, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 meeting

IV. Old Business

1. Request ratification of an email/phone poll conducted by Frank Aggazio wherein on 8/2/22, the Board adopted a revised Confidentiality Policy for Three Rivers Communities, Inc.

V. New Business

1. Request ratification and approval to purchase from the Roman Catholic Diocese of Pittsburgh the former St. Coleman's school building, located at 547 Hunter Street, Turtle Creek Borough, PA, purchase price of \$35,000.

VI. Adjournment

AFFORDABLE HOUSING HOLDINGS, INC.
Board of Directors Meeting
Friday, September 30, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the March 18, 2022 meeting

IV. Old Business - None

V. New Business

1. Request adoption of **Resolution #2022-03** approving and ratifying the formation of AHH-Hawkins GP II, LLC.
2. As sole member of AHH-Hawkins GP II, LLC (the "Company"), request adoption of **Resolution #2022-04** approving and ratifying the organizational resolutions, documents and Operating Agreement the Company.

VI. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY
Friday, September 30, 2022
9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
2. ACHA Operating Budget
3. Rent Mediation
4. Hawkins Village
5. Mt. Lebanon II – Castlegate Green
6. RFQ for Developer Partner
7. Scholar House
8. Meeting with Alcosan
9. Meeting with Lance Chimka
10. Hays Manor Community Day

THREE RIVERS COMMUNITIES, INC.

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio

DATE: September 16, 2022

SUBJECT: **Purchase of St. Coleman's School, Turtle Creek, PA**

Request approval and ratification to purchase from the Catholic Diocese of Pittsburgh the St. Coleman's school building, located at 547 Hunter Street, Turtle Creek Borough, PA, purchase price of \$35,000.

TRCI will enter into a MOU with the Pittsburgh Scholar House and develop twenty-four 2-bedroom units in the building. The rehab construction costs will be a joint partnership between the Heinz Foundation, Pittsburgh Scholar Housing, the Allegheny County Housing Authority, the Pittsburgh Foundation, and other philanthropic organizations. This will be the first Scholar House in Allegheny County.

Frank Aggazio

Advertised in the 10/16/22 edition of the Pittsburgh Post-Gazette and posted on ACHA website

Notice of Change in Regular Meeting

Notice is hereby given that the October 2022 regular monthly meeting of the Board of Directors of the Allegheny County Housing Authority has been rescheduled for Friday, October 28, 2022 at 10:30 a.m. and will be held in the Authority's boardroom located on the 2nd floor, 301 Chartiers Avenue, McKees Rocks, PA, 15136, to be preceded by a Finance & Audit Committee meeting at 9:15 a.m. The public is encouraged to participate in the meetings.

Questions concerning this notice may be addressed to Katie Stohlberg via email at kstohlberg@achsng.com or by fax to 412-355-0837.

Frank Aggazio, Executive Director
Allegheny County Housing Authority

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, October 28, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Public Comment on Agenda Items

V. Approval of Minutes of the September 30, 2022 meeting

VI. Old Business None.

VII. New Business

A. Travel

1. Request approval for three FSS staff members to attend Nan McKay training seminars. One person will attend a December 6th, 2022 -December 8th, 2022 training in Charleston, WV. Two persons will attend a December 13th, 2022-December 15th, 2022 training in Jersey City, NJ. These staff members will receive the recommended certification for the FSS program.

B. Purchasing

1. Request approval to piggyback PA State Costars Contract #006-E22-229 (ACHA-1690) for the purchase of VMware Licenses with SynergIT, Inc.
2. Request approval to award contract ACHA-1682, Telephone Answering Services to Gilson Software & Call Center Services. Contract period is for three years with the option, at the HA's discretion, of 2 additional one-year option periods, for a total maximum contract period of 5 years. The firm fixed price fee to provide Telephone Answering Services is \$53,550.00 for the 3 years.
3. Request approval to piggyback the Pennsylvania State Costars Contract #4400023962 (ACHA-1689) with Johnson Controls Fire Protection, LP for the maintenance, repair and testing for surveillance, security and fire systems. This will be a one (1) year contract with up to four (4) one-year options.
4. Request approval to piggyback the Omnia Partner Cooperative Purchasing Contract #210610 (ACHA-1691) for Interpretation and Translation Services with United Language Group, Inc. The term of the agreement will be from 11/1/2022 thru 12/31/2024 with 2 (1) year options.

C. Administrative

1. Request approval to update the ACHA Reasonable Accommodation and Modification Policies and Procedures.

D. Development

1. Request adoption of **Resolution #22-17** to request CDBG funds from Allegheny County Economic Development in the amount of \$2,500,000 authorizing the modernization of eight (8) geared traction elevators at the Homestead Elderly Apartments.
2. Request adoption of **Resolution#22-18** to request CDBG funds from Allegheny County Economic Development in the amount of \$2,400,000 authorizing the rehab of St. Coleman's School into 24 two-bedroom units, partnering with Pittsburgh Scholar House.

VIII. Comment on General Items

IX. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, October 28, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
2. ACHA Operating Budget
3. Rent Mediation
4. Heritage Highlands
5. Mt. Lebanon II – Castlegate Green
6. RFQ for Developer Partner
7. Scholar House
8. Choice Neighborhood Planning Grant
9. Landlord of the Year Award

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, September 30, 2022

MINUTES

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, September 30, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. The meeting was held in office. Those present and absent were as follow:

Present:	Mark Foerster	Absent:	Paul D'Alesandro
	Derek Uber		
	Sydney Hayden (phone)		
	Sara Innamorato		

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Frank Aggazio, John Daley, Beverly Moore, Debbie Breitenstein, Richard Stephenson, Patrick Blackwell, Frank Magliocco, Paul Reiber, Kim Longwell, Katie Stohlberg, Mike Vogel, Jenna Robin, Chelsea Brownlee, Randi Beattie, Ellen Parker, Nicole Tylanda, Sandra Behe

Recognitions/Proclamations

Ellen Parker and Sandra Behe won employees of the month. Frank Aggazio spoke in detail about their efforts and presentation in regards to the Home Ownership and Family Self Sufficiency Program.

Public Comment None.

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the July 15th and August 16th, 2022 meetings Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Old Business None.

New Business

A. Finance

1. The following **Resolution #2022-15** was introduced by the Chair, read in full and considered:

RESOLUTION NO. 22-15: Approving Fiscal Year 2023 Operating Budgets for the Allegheny County Housing Authority

WHEREAS, the Allegheny County Housing Authority has prepared its Fiscal Year 2023 Operating Budgets; and

WHEREAS, the Department of Housing and Urban Development (HUD) has implemented asset based management rules necessitating the creation of a Central Office Cost Center budget as well as an Asset Management Project (AMP) budget; and

WHEREAS, the Allegheny County Housing Authority finds that the proposed total expenditures of \$14,440,879 for the Central Office and \$24,964,696 for the AMP's are necessary for an efficient and

economical operation of the Authority for the purpose of serving the Allegheny County Housing Authority residents; and

WHEREAS, the Allegheny County Housing Authority finds that the Budget is reasonable in that it indicates a source of funding adequate to cover all proposed expenditures,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Allegheny County Housing Authority:

Section 1. That the Fiscal Year 2023 Operating Budgets are hereby approved.

Section 2. The Executive Director is hereby authorized and shall take such measures as may be necessary to place the Fiscal Year 2023 Operating Budgets into effect.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato	NAYS: None
Derek Uber	
Sydney Hayden	

The Chair thereupon declared said Resolution carried and adopted.

2. Motion by Derek Uber, seconded by Sara Innamorato, approving an owner's draw in the amount of \$300,000 from Harrison Hi-Rise Reserves. Rich Stephenson spoke briefly on the matter. Motion carried.
3. The following **Resolution #2022-16** was introduced by the Chair, read in full and considered:

RESOLUTION NO. 22-16: Collection Losses

I. Statement of facts

HUD requires a PHA to remove from its LIPH rent rolls delinquent accounts of tenants who have moved, passed away, or have been evicted

II. Alternatives

None.

III. Recommendations

Please have the Board of Directors approve the transfer to collection loss of uncollectible tenant accounts for Fiscal Year ending September 30, 2022, and referral for further collection action if warranted.

IV. Justification

After the Board approves the bad debt accounts for write-off, they are turned over to a collection agency for collection action. Former tenants owing a delinquent balance are ineligible for HUD subsidized housing until the debt is cleared.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato	NAYS: None
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Derek Uber
Sydney Hayden

The Chair thereupon declared said Resolution carried and adopted.

B. Purchasing

1. Motion by Derek Uber, seconded by Sara Innamorato, approving to award Contract ACHA-1684, Snow & Ice Melt Materials, to HD Supply, for a one-year term, with up to four one-year options. Pat Blackwell spoke briefly. Motion carried.
2. Motion by Sydney Hayden, seconded by Derek Uber, approving to piggyback PEPPM Cooperative Agreement #528897-284 under Contract ACHA-1663 with Reliant Enterprise IT Solutions, in the amount of \$28,700.25 for the installation of a video surveillance system at Sheldon Park. Mike Vogel spoke briefly. Motion carried.

Comment on General Items None

Adjournment

With no further business to conduct, Sara Innamorato made a motion to adjourn the meeting; the motion was seconded by Derek Uber and carried.

THREE RIVERS COMMUNITIES, INC.

MEMORANDUM

TO: Board of Directors

FROM: Frank Aggazio, Executive Director

DATE: November 14, 2022

SUBJECT: **Purchase of Monroe Meadows** *For Board Approval*

Request approval to negotiate and purchase the Monroe Meadows affordable housing development in Monroeville, PA, from Monroe Meadows Housing Partnership, LP, purchase price of \$500,000.

Monroe Meadows is a 48-unit tax credit family property that was built in 2002. The Allegheny County Housing Authority is not partner, but funds 9 LIPH units in the property and has a mortgage on the property, in addition to a PHFA loan, and an Action Housing loan.

Frank Aggazio

Advert

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, October 28, 2022

Minutes

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, October 28, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. The meeting was held in office. Those present and absent were as follow:

Present:	Mark Foerster	Absent: None
	Derek Uber	
	Sydney Hayden (phone)	
	Sara Innamorato	
	Paul D'Alesandro	

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Dr. Beverly Moore, Frank Aggazio, Frank Magliocco, Rich Stephenson, Paul Reiber, Chief Mike Vogel, Katie Stohlberg, Katie Sauer, Patrick Blackwell, Kimberly Longwell, Ellen Parker, Kate Vitek

Recognitions/Proclamations

None

Public Comment

Mark Foerester recognized Breast Cancer Awareness Month.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the September 30, 2022 Board of Directors meeting; the motion was seconded by Paul D'Alesandro and carried.

Old Business None.

A. **Travel**

1. Motion by Sydney Hayden, second by Sara Innamorato, approving three FSS staff members to attend Nan McKay training seminars. One person will attend a December 6th, 2022 -December 8th, 2022 training in Charleston, WV. Two persons will attend a December 13th, 2022-December 15th, 2022 training in Jersey City, NJ. These staff members will receive the recommended certification for the FSS program. Frank Aggazio and Dr. Beverly Moore spoke briefly. Amended by Kimberly Longwell to change trip to Chicago in February 2023 instead of Jersey City. Motion Carried.

B. **Purchasing**

1. Motion by Derek Uber, second by Sara Innamorato approving to piggyback PA State Costars Contract #006-E22-229 (ACHA-1690) for the purchase of VMware Licenses with SynergIT, Inc. Frank Magliocco spoke briefly. Motion Carried.

2. Motion by Derek Uber, second by Sara Innamorato, awarding contract ACHA-1682, Telephone Answering Services to Gilson Software & Call Center Services. Contract period is for three years with the option, at the HA's discretion, of 2 additional one-year option periods, for a total maximum contract period of 5 years. The firm fixed price fee to provide Telephone Answering Services is \$53,550.00 for the 3 years. Paul Reiber spoke briefly. Motion Carried.
3. Motion by Sydney Hayden, second by Paul D'Alesandro, approving to piggyback the Pennsylvania State Costars Contract #4400023962 (ACHA-1689) with Johnson Controls Fire Protection, LP for the maintenance, repair and testing for surveillance, security and fire systems. This will be a one (1) year contract with up to four (4) one-year options. Paul Reiber spoke briefly. Motion Carried.
4. Motion by Sara Innamorato, second by Paul Dalesandro, approving to piggyback the Omnia Partner Cooperative Purchasing Contract #210610 (ACHA-1691) for Interpretation and Translation Services with United Language Group, Inc. The term of the agreement will be from 11/1/2022 thru 12/31/2024 with 2 (1) year options. Frank Aggazio and Kate Vitek spoke briefly. Motion Carried.

C. Administrative

1. Motion by Sydney Hayden, second by Derek Uber, to update the ACHA Reasonable Accommodation and Modification Policies and Procedures. Kate Vitek spoke briefly. Motion Carried.

D. Development

1. The following **Resolution #2022-17** was introduced by the Chair, read in full and considered:

RESOLUTION NO. 22-17: Authorizing the filing of an application for CDBG funds with Allegheny County Economic Development.

WHEREAS, the Allegheny County Housing Authority is desirous of obtaining funds from Allegheny County Economic Development in the amount of \$2,500,000.00 under the Federal Housing and Community Development Act of 1970, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Allegheny County Housing Authority does hereby formally request CDBG funds from Allegheny County Economic Development.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority does hereby designate Frank Aggazio as the official to file all applications, documents, and forms between the Allegheny County Housing Authority and Allegheny County Economic Development.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority will assure, where applicable, the provision of the full local share of project costs.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority will assure, that the project will be awarded or under construction within 180 days after contractual execution.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sara Innamorato, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato
Derek Uber
Sydney Hayden

NAYS: None

Paul D'Alesandro

The Chair thereupon declared said Resolution carried and adopted.

2. The following **Resolution #2022-18** was introduced by the Chair, read in full and considered:

Resolution NO. 22-18: Authorizing the filing of an application for CDBG funds with Allegheny County Economic Development.

WHEREAS, the Allegheny County Housing Authority is desirous of obtaining funds from Allegheny County Economic Development in the amount of \$2,400,000.00 under the Federal Housing and Community Development Act of 1970, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Allegheny County Housing Authority does hereby formally request CDBG funds from Allegheny County Economic Development.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority does hereby designate Frank Aggazio as the official to file all applications, documents, and forms between the Allegheny County Housing Authority and Allegheny County Economic Development.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority will assure, where applicable, the provision of the full local share of project costs.

BE IT FUTHER RESOLVED, that the Allegheny County Housing Authority will assure, that the project will be awarded or under construction within 180 days after contractual execution.

Sara Innomorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Sara Innamorato
Derek Uber
Sydney Hayden
Paul D'Alesandro

NAYS: None

The Chair thereupon declared said Resolution carried and adopted.

Comment on General Items

Mark Foerester recognized and congratulated the ACHA on winning Landlord of the Year by Housing Alliance of PA

Adjournment

With no further business to conduct, Derek Uber made a motion to adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY

Telephone Poll

Tuesday, November 15th, 2022

A G E N D A

- I. Request approval to award IFB Contract # ACHA-1681-1/GC to the General Contractor, Allegheny Restoration, Inc. in the amount of \$251,355.00
- II. Request approval of Change Order #1 to Contract # ACHA-1679-EC for Philip Burtner Apartments Modernization, in the amount of \$22,047, to Uzmack Electric Inc. for a revised fire alarms system.
- III. Request approval to Change Order #1 to Contract # ACHA-1679-PC for Philip Burtner Apartments Modernization, in the amount of \$36,367.91, to McRandal Company for replacing water supply lines.
- IV. Request approval to award Contract #ACHA-1679-AA Burtner Apartments Asbestos Abatement, to Remediation Contractor Trifecta Team, LLC, in the amount of \$272,800.00

Three Rivers Communities, Inc.

Telephone Poll

Tuesday, November 15th, 2022

- I. Request approval to negotiate and purchase the Monroe Meadows affordable housing development in Monroeville, PA, from Monroe Meadows Housing Partnership, LP, purchase price of \$500,000.

ALLEGHENY COUNTY HOUSING AUTHORITY

Telephone Poll

Tuesday, November 15th, 2022

Minutes

The members of the Board of Directors of the Allegheny County Housing Authority held a telephone poll on Tuesday, November 15th at 10:30 a.m. via Zoom and conference call. Those present and absent were as follow:

Present: Mark Foerster
Derek Uber
Sydney Hayden
Paul D'Alesandro

Absent: Sara Innamorato

Attendance: Deron Gabriel, Frank Aggazio, Dr. Beverly More, Frank Magliocco, Rich Stephenson, Pat Blackwell, Katie Stohlberg, John Daley

- V.** Motion by Paul D'Alesandro, second by Sydney Hayden, awarding IFB Contract # ACHA-1681-1/GC to the General Contractor, Allegheny Restoration, Inc. in the amount of \$251,355.00. Pat Blackwell spoke briefly. Motion Carried.
- VI.** Motion by Sydney Hayden, second by Derek Uber, approving Change Order #1 to Contract # ACHA-1679-EC for Philip Burtner Apartments Modernization, in the amount of \$22,047, to Uzmack Electric Inc. for a revised fire alarms system. Pat Blackwell spoke briefly. Motion Carried.
- VII.** Motion by Sydney Hayden, second by Derek Uber, approving Change Order #1 to Contract # ACHA-1679-PC for Philip Burtner Apartments Modernization, in the amount of \$36,367.91, to McRandal Company for replacing water supply lines. Pat Blackwell spoke briefly. Motion Carried.
- VIII.** Motion by Derek Uber, second by Sydney Hayden, approving to award Contract #ACHA-1679-AA Burtner Apartments Asbestos Abatement, to Remediation Contractor Trifecta Team, LLC, in the amount of \$272,800.00. Motion Carried

Per John Daley, these items will be ratified at the Board Meeting on December 16, 2022.

Three Rivers Communities, Inc.

Telephone Poll

Tuesday, November 15th, 2022

Minutes

- II.** Motion by Sydney Hayden, second by Derek Uber approving to negotiate and purchase the Monroe Meadows affordable housing development in Monroeville, PA, from Monroe Meadows Housing Partnership, LP, purchase price of \$500,000. Frank Aggazio spoke briefly. Rich Stephenson spoke briefly. Motion Carried.

Adjournment

With no further business to conduct, Sydney Hayden made a motion to adjourn the meeting; the motion was seconded by Derek Uber and carried.

ALLEGHENY COUNTY HOUSING AUTHORITY

Friday, December 16, 2022

9:30 a.m.

9:15 a.m. Finance and Audit Committee Meeting
9:45 a.m. Executive Session & Review Session

Executive Session

1. Human Resources
2. ACHA Operating Budget
3. Rent Mediation
4. Heritage Highlands
5. Mt. Lebanon II – Castlegate Green
6. RFQ for Developer Partner
7. Scholar House
8. Choice Neighborhood Planning Grant
9. Landlord of the Year Award
10. Possible Homeless Initiative
11. ACHA to train HACP Housing Choice Voucher Program Staff

ALLEGHENY COUNTY HOUSING AUTHORITY
Board of Directors Meeting
Friday, December 16, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Recognition/Proclamations

- Employee of the Month Award

V. Public Comment on Agenda Items

VI. Approval of Minutes of the October 28, 2022 Meeting

VII. Old Business

Request ratification of a telephone poll the Board of Directors conducted by Frank Aggazio on November 15th, 2022 wherein Mark Foerster, Derek Uber, Paul D’Alesandro, and Sydney Hayden:

1. Approved award of IFB Contract # ACHA-1681-1/GC to the General Contractor, Allegheny Restoration, Inc. in the amount of \$251, 355.00 for concrete balcony repair.
2. Approved Change Order #1 to Contract # ACHA-1679-EC for Philip Burtner Apartments Modernization, in the amount of \$22,047, to Uzmack Electric Inc. for a revised fire alarms system.
3. Approved Change Order #1 to Contract # ACHA-1679-PC for Philip Burtner Apartments Modernization, in the amount of \$36,367.91, to McRandal Company for replacing water supply lines.
4. Approved award of Contract #ACHA-1679-AA Burtner Apartments Asbestos Abatement, to Remediation Contractor Trifecta Team, LLC, in the amount of \$272,800.00

VIII. New Business

A. Administration

1. Request motion to approve renewal of the following insurance coverages for the Authority through for the term 1/1/23-1/1/24:

Coverage	Carrier	Limit Per occurrence	Deductible/Retention Per occurrence	2023 Premium
CGL, including Law Enforcement Liability, Pesticide & Mold	HAI	\$5,000,000, \$1,000,000 law enforcement	CGL – \$2,000 Law Enf. - \$5,000	\$207,156
Sexual Abuse & Molestation Liability	HAI/Beazley	\$1,000,000	\$25,000	\$TBD
Property & Inland Marine	HAI	\$321,748,083	\$25,000, (\$5,000 single family home TBD)	\$1,153,150

Boiler & Machinery	HAI/HSB	\$50,000,000	\$10,000	\$23,658
Auto	HAI/Travelers	\$1,000,000	\$500	\$78,550
POL/EPL	Lane/Greenwich	\$5,000,000	POL - \$25,000 EPL - \$50,000	\$72,246
Fiduciary Liability	Lane/Hudson	\$1,000,000	\$10,000	\$9,071

2. Request adoption of **Resolution#22-19** to approve the amending promissory note and loan agreement related to Caldwell Station.
3. Request approval to enter into an agreement with the Housing Authority of the City of Pittsburgh (HACP) for the Allegheny County Housing Authority to train voucher program staff at a cost of \$7,000 per employee, per month.

B. Purchasing

1. Request approval to award Contract ACHA-1687, Dwelling Unit Painting Services to Better Maintenance and Cleaning and J&S Handyman.
2. Request approval to piggyback the PEPPM Cooperative agreement #528897-284 under ACHA -1663 contract with Reliant Enterprise IT Solutions.

C. Development

1. Request approval of Change Order #2 to Contract ACHA-1679-GC to replace twenty-four (24) metal door frames at Philip Burtner Apartments in the amount of \$46,069.90.
2. Request to ratify the committee's selection of Pennrose Properties, LLC as Housing Development Partner and to support a low-income housing tax credit application being submitted to the Pennsylvania Housing Finance Agency.
3. Request adoption of **Resolution#22-20** to approve the revitalization of Hawkins Village Phase II.

IX. Comment on General Items

X. Adjournment

AFFORDABLE HOUSING HOLDINGS, INC.
Board of Directors Meeting
Friday, December 16, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the September 30, 2022 meeting

IV. Old Business

V. New Business

1. Request adoption of **Resolution #22-05** authorizing AHH-Hawkins GP II, LLC's participation in the Hawkins Village Phase II Redevelopment.
2. Request adoption of **Resolution #22-06** authorizing Allegheny County Affordable Development LLC's participation in the Hawkins Village Phase II Redevelopment.
3. Request adoption of **Resolution #22-07** authorizing the formation of AHH-Monroe Meadows, LLC and the property acquisition.

VI. Adjournment

THREE RIVERS COMMUNITIES, INC
Board of Directors Meeting
Friday, December 16, 2022

AGENDA

I. Call to Order

II. Roll Call

III. Approval of Minutes of the September 30, 2022 meeting

IV. Old Business

Request ratification of a telephone poll the Board of Directors conducted by Frank Aggazio on November 15th, 2022 wherein Mark Foerster, Derek Uber, Paul D'Alesandro, and Sydney Hayden:

1. Approved to negotiate and purchase the Monroe Meadows affordable housing development in Monroeville, PA, from Monroe Meadows Housing Partnership, LP, purchase price of \$500,000.

V. New Business

1. Request adoption of **Resolution #22-01** authorizing Three Rivers to act as the co-developer for the Hawkins Village Redevelopment Phase II.

VI. Adjournment

ALLEGHENY HOUSING PARTNERSHIP, INC.
Board of Directors Meeting
Friday, December 16, 2022

A G E N D A

I. Call to Order

II. Roll Call

III. Approval of Minutes of the January 21, 2022 Meeting

IV. Old Business

V. New Business

1. Request adoption of **Resolution #22-01** approving the acquisition of a limited partner interest in the owner entity of Caldwell Station.

VI. Adjournment

ALLEGHENY COUNTY HOUSING AUTHORITY

MEMORANDUM

TO: Patrick Blackwell, Budget Director

FROM: Katie Stohlberg

DATE: December 16, 2022

SUBJECT: **Salary Adjustment**

Please be advised that at today's Board of Directors meeting, the Board approved and ratified a salary increase of 3% effective October 1, 2022, for the Executive Director.

ALLEGHENY COUNTY HOUSING AUTHORITY

Board of Directors Meeting

Friday, December 16, 2022

Minutes

The members of the Board of Directors of the Allegheny County Housing Authority held a regular meeting on Friday, December 16, 2022 at 10:30 a.m. and the Authority's Central Office located at 301 Chartiers Avenue, McKees Rocks, PA, 15136. The meeting was held in office. Those present and absent were as follow:

Present: Mark Foerster
Derek Uber
Sydney Hayden
Sara Innamorato

Absent: Paul D'Alesandro

The Chair declared a quorum present, called the meeting to order, and advised those attending that this day prior to the meeting the Board met in-person and virtually in executive session at 9:30 a.m. to discuss matters involving real estate, personnel, and litigation. He also advised those attending that the Board Finance and Audit Committee held a meeting today at 9:15 a.m.

Attendance: Paul Reiber, Frank Aggazio, Kim Longwell, Chief Mike Vogel, Deron Gabriel, George Janocsko, Pat Blackwell, Katie Sauer, Tammy Coen, Mike Peton, Rich Stephenson, Tanya Brown, Jenna Robin, Dean Allen, Emily Carciollo, Jackie Cecere, Bill Kilburn, Luke Lewis, Tyler Norris, Ed Primm, Dr. Beverly Moore, Kate Vitek, Aaron Erb, Mairead McCarthy, Kyle Webster, Abby Rae LaCombe, Adam DiBuo, Larry Swanson, Frank Magliocco, Tom Cummings, Nicole Lovato

Recognitions/Proclamations

Frank Aggazio and Mark Foerster recognized George Janocsko for his services provided to the ACHA over the years.

Frank Aggazio recognized Jackie Cecere's 27 years of employment with the ACHA and her services to the ACHA as she was retiring at the end of December.

Bill Kilburn was awarded Employee of the Month for December 2022. Frank Aggazio and Mike Vogel spoke at length as about his dedication to the ACHA.

Kim Longwell was awarded Employee of the Month for December 2022. Frank Aggazio spoke at length about her dedication to the ACHA.

Public Comment

Larry Swanson, Director of ACTION Housing, spoke about ERAP's success with working with the ACHA. Kyle Webster, Counsel for ACTION Housing, spoke about ERAP and the \$2.2 million the ACHA was awarded. Adam DiBuo, Abby Rae LaCombe, Mairead McCarthy, and Aaron Erb all introduced themselves from Just Mediation Pittsburgh and Neighborhood Legal Services. Rich spoke about ERAP at length. Mark Foerster thanked Larry Swanson and Sara Innamorato for making the program known to the ACHA.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the October 28, 2022 Board of Directors meeting; the motion was seconded by Sydney Hayden and carried.

Old Business

Motion by Derek Uber, second by Sara Innamorato, ratifying a telephone poll of the Board of Directors conducted by Frank Aggazio on November 15, 2022, wherein Mark Foerster, Sara Innamorato, Sydney Hayden and Derek Uber ratified the approved Contracts and Change Orders listed below:

1. IFB Contract # ACHA-1681-1/GC to the General Contractor, Allegheny Restoration, Inc. in the amount of \$251,355.00 for concrete balcony repair.
2. Change Order #1 to Contract # ACHA-1679-EC for Philip Burtner Apartments Modernization, in the amount of \$22,047, to Uzmack Electric Inc. for a revised fire alarms system.
3. Change Order #1 to Contract # ACHA-1679-PC for Philip Burtner Apartments Modernization, in the amount of \$36,367.91, to McRandal Company for replacing water supply lines.
4. Contract #ACHA-1679-AA Burtner Apartments Asbestos Abatement, to Remediation Contractor Trifecta Team, LLC, in the amount of \$272,800.00

New Business

A. Administration

1. Motion by Sydney Hayden, second by Sara Innamorato, approving renewal of the following insurance coverages for the Authority for the term 1/1/23 – 1/1/24:

Coverage	Carrier	Limit Per occurrence	Deductible/Retention Per occurrence	2023 Premium
CGL, including Law Enforcement Liability, Pesticide & Mold	HAI	\$5,000,000, \$1,000,000 law enforcement	CGL – \$2,000 Law Enfc. - \$5,000	\$207,156
Sexual Abuse & Molestation Liability	HAI/Beazley	\$1,000,000	\$25,000	\$TBD
Property & Inland Marine	HAI	\$321,748,083	\$25,000, (\$5,000 single family home TBD)	\$1,153,150
Boiler & Machinery	HAI/HSB	\$50,000,000	\$10,000	\$23,658
Auto	HAI/Travelers	\$1,000,000	\$500	\$78,550
POL/EPL	Lane/Greenwich	\$5,000,000	POL - \$25,000 EPL - \$50,000	\$72,246
Fiduciary Liability	Lane/Hudson	\$1,000,000	\$10,000	\$9,071

After brief discussion, the motion was unanimously carried.

2. The following **Resolution#22-19** was introduced by the Chair, read in full and considered:

RESOLUTION #22-19 APPROVING AMENDING PROMISSORY NOTE AND LOAN AGREEMENT RELATED TO CALDWELL STATION

WHEREAS, Caldwell Station Associates, a Pennsylvania limited partnership (the "**Owner**"), the owner entity of a public housing development known as Caldwell Station, executed that certain promissory note in favor of the Allegheny County Housing Authority (the "**Authority**") dated as of June 9, 1997 (the "**Promissory Note**"), the terms of which are governed by that certain Loan Agreement between the Authority and the Owner dated as of June 9, 1997 (the "**Loan Agreement**");

WHEREAS, the Authority and the Owner desire to amend the Promissory Note and Loan Agreement to lower the interest rate to 0% in exchange for Allegheny Housing Partnership, Inc., an affiliate of the Authority, to acquire a 33 % limited partner interest in the Owner (the "**Acquisition**");

WHEREAS, the Authority intends to take all other actions necessary, advisable or appropriate to effectuate the Acquisition, including amending the Promissory Note and Loan Agreement to lower the interest rate to 0%, and the other transactions contemplated by the foregoing "WHEREAS" clauses; and

WHEREAS, the Board of Commissioners of the Authority believes it to be in the best interest of the Authority that the Authority ratify all lawful actions taken related to the Acquisition and the other transactions contemplated by the foregoing "WHEREAS" clauses to date.

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.

Section 2. The Board of Commissioners of the Authority hereby approves in all respects the Acquisition, and the transactions contemplated thereby and hereby, including amending the Promissory Note and Loan Agreement to lower the interest to 0%, and approves, authorizes and directs Frank Aggazio, 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 actions in connection with the Acquisition and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate.

Section 3. The Board of Commissioners of the Authority hereby ratifies, confirms, and approves all lawful actions taken by the Authorized Officers or other officers, employees or Commissioner of the Authority, 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.

NOW THEREFORE, be it resolved that after discussion of the foregoing Resolutions, Commissioner Sara Innamorato moved that foregoing Resolutions be adopted as presented. Commissioner Sydney Hayden seconded this motion. The question being put upon the final adoption of said Resolution, the roll was called and vote was as follows:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. Rich Stephenson spoke briefly.

3. Motion by Derek Uber, second by Sydney Hayden, approving an agreement between the Housing Authority of the City of Pittsburgh (HACP) and the ACHA for the Allegheny County Housing Authority to train voucher program staff at a cost of \$7,000 per employee, per month. Frank Aggazio spoke briefly. Motion Carried.
4. Motion by Derek Uber, second by Sara Innamorato, authorizing a 3% salary increase for the Executive Director effective 10/2/22; motion unanimously carried.

B. Purchasing

1. Motion by Sydney Hayden, second by Sara Innamorato awarding Contract ACHA-1687, Dwelling Unit Painting Services to Better Maintenance and Cleaning and J&S Handyman. Paul Reiber spoke briefly. Motion Carried.
2. Motion by Sydney Hayden, second by Derek Uber approving to piggyback the PEPPM Cooperative agreement #528897-284 under ACHA -1663 contract with Reliant Enterprise IT Solutions. Chief Mike Vogel spoke briefly. Motion Carried.

C. Development

1. Motion by Sara Innamorato second by Derek Uber, approving Change Order #2 to Contract ACHA-1679-GC to replace twenty-four (24) metal door frames at Philip Burtner Apartments in the amount of \$46,069.90. Paul Reiber spoke briefly. Motion Carried.
2. Motion by Sydney Hayden, second by Derek Uber, ratifying the committee's selection of Pennrose Properties, LLC as Housing Development Partner and to support a low-income housing tax credit application being submitted to the Pennsylvania Housing Finance Agency. Frank Aggazio and Rich Stephenson spoke briefly. Motion Carried.
5. The following **Resolution#22-20** was introduced by the Chair, read in full and considered:

RESOLUTION #22-20 APPROVING THE REVITALIZATION OF HAWKINS VILLAGE PHASE II

WHEREAS, the Allegheny County Housing Authority (the "**Authority**") intends to develop and revitalize certain real property owned by the Authority on which it owns, operates and manages a public housing residential rental apartment complex known as Hawkins Village (the "**Property**");

WHEREAS, the Authority issued a Request for Qualifications for a co-developer on July 14, 2019 (the "**RFQ**") in connection with the revitalization of the Property (the "**Project**");

WHEREAS, the Authority received submissions in response to the RFQ which were evaluated and scored by the Authority;

WHEREAS, the Authority determined that Pennrose, LLC ("**Pennrose**"), and Falbo Group, LLC ("**Falbo**") (Falbo, together with Pennrose, "**Pennrose/Falbo**") is the highest-ranked respondent to the RFQ; and

WHEREAS, the Authority engaged Pennrose/Falbo as the co-developer of the Project, through the execution of that certain Master Development Agreement, as amended (collectively, the "**MDA**");

WHEREAS, pursuant to the MDA, the Authority and Pennrose/Falbo have determined to redevelop the Property by demolishing the existing 193 units of public housing and developing the Property in two (2) phases;

WHEREAS, the Authority and Pennrose/Falbo closed the first phase of the revitalization of the Property on June 13, 2022;

WHEREAS, the Authority and Pennrose/Falbo intend to proceed with phase II of the revitalization of the Property which shall consist of fifty-one (51) units of affordable rental housing, all of which will be low income housing tax credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and twenty (20) of which will be operated as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and all implementing regulations issued thereunder or in furtherance thereof (the "**Public Housing Units**"), together with related amenities, other improvements, fixtures and structures on the Property ("**Hawkins Village Phase II**");

WHEREAS, the Authority and Pennrose/Falbo determined that it was advantageous to submit an application to (i) the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 9% LIHTC to revitalize the Property and for a loan of certain PHFA funds including, without limitation, Housing Trust Fund Program funds and Development Cost Relief Program funds (collectively, the "**PHFA Funds**"), (ii) the Allegheny County Department of Economic Development, through the Mon Valley Initiative (the "**Mon Valley Initiative**") for a loan of certain Community Development Block Grant program funds (the "**Mon Valley Initiative Funds**"),

and (iii) to the Pennsylvania Department of Community and Economic Development ("**DCED**"), for a grant of Redevelopment Assistance Capital Program ("**RACP**") funds ("**RACP Funds**");

WHEREAS, in connection with the application to PHFA for Hawkins Village Phase II, Hawkins Redevelopment II GP LLC, a Pennsylvania limited liability company (the "**Managing Member**"), was formed to serve as the managing member of Hawkins Redevelopment II LLC, a Pennsylvania limited liability company (the "**Owner**");

WHEREAS, the managing member of the Managing Member is an entity affiliated with Pennrose/Falbo (the "**Pennrose/Falbo Member**");

WHEREAS, the non-managing member of the Managing Member is AHH-Hawkins GP II, LLC, a Pennsylvania limited liability company (the "**Authority Member**");

WHEREAS, the sole member of the Authority Member is Affordable Housing Holdings, Inc., a Pennsylvania nonprofit corporation (the "**Nonprofit**"), and the sole member of the Nonprofit is the Authority;

WHEREAS, the Authority has selected Allegheny County Affordable Development, LLC, a Pennsylvania limited liability company (the "**Authority Co-Developer**"), to serve as co-developer with Pennrose/Falbo or an affiliate of Pennrose/Falbo pursuant to a development agreement to be entered into between the Owner and the Authority Co-Developer and Pennrose/Falbo (or an affiliate of Pennrose/Falbo), pursuant to which the Authority Co-Developer shall earn a portion of the development fee for the Project (the "**Development Agreement**");

WHEREAS, the Authority intends to serve as the initial property management company for the revitalized Hawkins Village Phase II pursuant to a property management agreement with the Owner (together with any management plans, resident selection plans, addenda, riders or other additions thereto, the "**Management Agreement**");

WHEREAS, the Authority intends to provide certain supportive services to the residents of the revitalized Hawkins Village Phase II pursuant to one or more supportive services agreements with the Owner and/or American HealthCare Group, LLC (collectively, and together with any addenda, riders or other additions thereto, the "**Supportive Services Agreement**");

WHEREAS, the Authority intends to ground lease a portion of the Property and Hawkins Village Phase II to the Owner for purposes of undertaking the revitalization of a portion of the Property pursuant to a ground lease agreement between the Owner and the Authority (the "**Ground Lease**"), which shall be evidenced by a memorandum of ground lease between the Owner and the Authority recorded in the Allegheny County Recorder of Deeds office (the "**Memorandum of Ground Lease**");

WHEREAS, in connection with the Public Housing Units, the Authority will submit to the U.S. Department of Housing and Urban Development ("**HUD**") and/or enter into certain documents, certificates, instruments and/or agreements with or in favor of HUD, including but not limited to, a Mixed-Finance Development Proposal, a Mixed-Finance Amendment to the Consolidated ACC, and certain evidentiary documents including a Declaration of Restrictive Covenants, a Regulatory and Operating Agreement and any other documents required by HUD (collectively, the "**HUD Documents**");

WHEREAS, the Authority has sought disposition and demolition approvals from HUD in connection with the revitalization of a portion of the Property and Hawkins Village Phase II to, among other things, release the existing Declaration(s) of Trust encumbering the Property (the "**Release of Property from Declaration(s) of Trust**");

WHEREAS, the Authority has submitted the HUD Documents to HUD for review and approval;

WHEREAS, First National Bank of Pennsylvania, its successors and assigns, as construction lender (the "**Construction Lender**") intends to make a loan of funds to the Owner (the "**Construction Loan**") pursuant to

a loan agreement between the Construction Lender and the Owner (the "**Construction Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the Construction Lender (together, the "**Construction Loan Note**") and secured by, among other things, a leasehold mortgage and security agreement (the "**Construction Loan Mortgage**" and, together with the Construction Loan Agreement, the Construction Loan Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction Loan Financing Documents**");

WHEREAS, the Authority intends to make a subordinate construction and permanent loan to the Owner (the "**Authority Loan**") using certain of its public housing funds pursuant to a Project and Loan Agreement between the Owner and the Authority (the "**Authority Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Authority (together, the "**Authority Note**") and secured by, among other things, an Open-End Leasehold Mortgage and Security Agreement made by the Owner to the Authority (the "**Authority Mortgage**" and, together with the Authority Loan Agreement, the Authority Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Authority Loan, and all amendments, additions and supplements thereto, collectively, the "**Authority Loan Financing Documents**");

WHEREAS, PHFA intends to make one or more construction and permanent loans to the Owner using the PHFA Funds (together, the "**PHFA Loan**") pursuant to one or more loan agreements between the Owner and PHFA (together, the "**PHFA Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to PHFA (together, the "**PHFA Note**") and secured by, among other things, one or more leasehold mortgage and security agreements made by the Owner to PHFA (together, the "**PHFA Mortgage**" and, together with the PHFA Loan Agreement, the PHFA Note and such other documents, commitments, papers, certificates, guarantees, indemnities, restrictive covenants, affidavits, instruments, declarations and agreements entered into, recorded and/or delivered in connection with the PHFA Loan, and all amendments, additions and supplements thereto, collectively, the "**PHFA Loan Financing Documents**");

WHEREAS, the Mon Valley Initiative intends to make a construction and permanent loan to the Owner using the Mon Valley Initiative Funds (the "**Mon Valley Initiative Loan**") pursuant to a loan agreement between the Owner and the Mon Valley Initiative (the "**Mon Valley Initiative Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Mon Valley Initiative (together, the "**Mon Valley Initiative Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to the Mon Valley Initiative (the "**Mon Valley Initiative Mortgage**" and, together with the Mon Valley Initiative Loan Agreement, the Mon Valley Initiative Note and such other documents, commitments, papers, certificates, affidavits, instruments, guarantees, indemnities, restrictive covenants, declarations and agreements entered into, recorded and/or delivered in connection with the Mon Valley Initiative Loan, and all amendments, additions and supplements thereto, collectively, the "**Mon Valley Initiative Loan Financing Documents**");

WHEREAS, DCED, either directly or through a grant to the Redevelopment Authority of Allegheny County, intends to make a grant of the RACP Funds to the Authority pursuant to one or more grant agreements or one or more subgrant agreements (collectively, the "**RACP Authority Grant Agreement**");

WHEREAS, upon the Authority's receipt of the RACP Funds, the Authority intends to grant the RACP Funds to the Nonprofit pursuant to a grant agreement made between the Authority and Nonprofit (the "**RACP Nonprofit Grant Agreement**");

WHEREAS, upon the Nonprofit's receipt of the RACP Funds, the Nonprofit intends to make one or more capital contributions up to the total amount of the RACP Funds to the Authority Member (collectively, the "**Authority Member Capital Contribution**") documented by either an amendment to the Authority Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Authority Member Capital Contribution (the "**Authority Member Capital Contribution Agreement**");

WHEREAS, upon the Authority Member's receipt of the Authority Member Capital Contribution, the Authority Member intends to make one or more capital contributions up to the total amount of the Authority Member

Capital Contribution to the Managing Member (collectively, the "**Managing Member Capital Contribution**") documented by either an amendment to the Managing Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Managing Member Capital Contribution (collectively, the "**Managing Member Capital Contribution Agreement**");

WHEREAS, upon the Managing Member's receipt of the Managing Member Capital Contribution, the Managing Member intends to make one or more capital contributions up to the total amount of the Managing Member Capital Contribution to the Owner (collectively, the "**Owner Capital Contribution**") documented by either an amendment to the Owner's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Owner Capital Contribution (collectively, the "**Owner Capital Contribution Agreement**" and together with the RACP Authority Grant Agreement, the RACP Nonprofit Grant Agreement, the Authority Member Capital Contribution Agreement, and the Managing Member Capital Contribution Agreement, and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the RACP Funds, and all amendments, additions and supplements thereto, collectively, the "**RACP Financing Documents**");

WHEREAS, CREA Hawkins Village Phase II, LLC, or an affiliate thereof, its successors and/or assigns, as investor member of the Owner and CREA SLP, LLC, or an affiliate thereof, its successors and/or assigns, as special member of the Owner, as applicable (collectively, the "**Investor Member**"), intends to participate in the financing of the Project in exchange for the execution of certain documents by the Authority pursuant to the Owner's Amended and Restated Operating Agreement, which may include, without limitation, 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, together with the Construction Loan Financing Documents, the Authority Loan Financing Documents, the PHFA Loan Financing Documents, the Mon Valley Initiative Loan Financing Documents and the RACP Financing Documents, the "**Financing Documents**");

WHEREAS, the Authority intends to take all other actions necessary, advisable or appropriate for the development and completion of Hawkins Village Phase II and the other transactions contemplated by the foregoing "WHEREAS" clauses; and

WHEREAS, the Board of Commissioners of the Authority believes it to be in the best interest of the Authority that the Authority ratify all lawful actions taken related to the revitalization of Hawkins Village Phase II and the other transactions contemplated by the foregoing "WHEREAS" clauses to date.

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.

Section 2. The Board of Commissioners of the Authority hereby approves in all respects the undertaking of the Project, and the transactions contemplated thereby and hereby, and approves, authorizes and directs Frank Aggazio, 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 actions in connection with the Project and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate.

Section 3. The Board of Commissioners of the Authority hereby approves in all respects any such actions in connection with the MDA and the transactions contemplated thereby and hereby as such Authorized Officers deem necessary, advisable or appropriate.

Section 4. The Board of Commissioners of the Authority approves in all respects the ground lease of a portion of the Property and Hawkins Village Phase II 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 Recorder of Deeds office, and authorizes the Authorized Officers to take such actions in connection with the ground lease of a portion of the Property and Hawkins Village Phase II to 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.

Section 5. The Board of Commissioners of the Authority hereby approves in all respects making the Authority Loan pursuant to the Authority Loan Financing Documents and the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the Authority Loan and the Authority Loan Financing Documents and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 6. The Board of Commissioners of the Authority hereby approves in all respects the receipt of the grant of the RACP Funds pursuant to the RACP Authority Grant Agreement and the grant of the RACP Funds to the Nonprofit pursuant to the RACP Nonprofit Grant Agreement and, in each case, the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the RACP Funds and the RACP Authority Grant Agreement and RACP Nonprofit Grant Agreement and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 7. The Board of Commissioners of the Authority hereby approves in all respects the Financing Documents and the transactions contemplated thereby and authorizes the Authorized Officers to take such actions in connection with the Financing Documents and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 8. The Board of Commissioners of the Authority hereby authorizes, approves and ratifies in all respects the completion and submission of the HUD Documents and, subject to approval of the HUD Documents, the award of public housing subsidy to the Public Housing Units at Hawkins Village Phase II.

Section 9. The Authorized Officers are hereby authorized to submit to PHFA and/or HUD for review and approval the evidentiaries, exhibits, instruments, documents and other information as PHFA and/or HUD may require or as may be appropriate in connection with the Project, including, without limitation, information requested in connection with the Release of Property from Declaration(s) of Trust.

Section 10. The Board of Commissioners of the Authority hereby approves in all respects the Authority serving as property management agent for Hawkins Village Phase II pursuant to the Management Agreement and authorizes the Authorized Officers to take such actions in connection with the Management Agreement and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 11. The Board of Commissioners of the Authority hereby approves in all respects the Authority providing supportive services to the residents of Hawkins Village Phase II pursuant to the Supportive Services Agreement and authorizes the Authorized Officers to take such actions in connection with the Supportive Services Agreement and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 12. The Board of Commissioners of the Authority hereby approves and authorizes the Authority Co-Developer to enter into the Development Agreement in connection with the Project.

Section 13. The Board of Commissioners of the Authority hereby approves, and the Authorized Officers are hereby authorized to sign, record and/or deliver on behalf of the Authority any and all documents necessary in connection with the undertaking and completion of the applicable portion of the Project, ground leasing a portion of the Property and Hawkins Village Phase II to the Owner, serving as property management agent to Hawkins Village Phase II, providing supportive services to the residents of Hawkins Village Phase II, receiving the RACP Funds grant, granting the RACP Funds to the Nonprofit, and making the Authority Loan to the Owner, including, without limitation, the Ground Lease, the Memorandum of Ground Lease, the Release of Property from Declaration(s) of Trust, the HUD Documents, the Management

Agreement, the Supportive Services Agreement, the MDA, the Authority Loan Financing Documents, the RACP Authority Grant Agreement, the RACP Nonprofit Grant Agreement, the Financing Documents, and any other documents in connection with the acquisition, leasing, financing, operation, management, construction, rehabilitation and revitalization of the applicable portion of the Property and/or Hawkins Village Phase II, including, without limitation, development agreements, cooperation agreements, agreements for payments in lieu of taxes, additional services agreements, capital contributions agreements, grant agreements, license agreements, escrow or reserve agreements, deeds, mortgages, restrictive covenants, easement 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 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 PHFA, the Mon Valley Initiative, and/or HUD, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such Authorized Officers.

Section 14. The Board of Commissioners of the Authority hereby approves, and the Authorized Officers are hereby authorized to sign, record and/or deliver on behalf of the Authority any and all documents evidencing and/or securing the loans, equity investment or other financing associated with the Development, including, without limitation, such loan agreements, notes, mortgages, disbursement agreements, trust indentures, guaranty agreements, pledge, security, escrow, operating and regulatory agreements, declarations, restrictive covenants, purchase options, rights of first refusal, assignments and such other documents as may be required by PHFA, Construction Lender, the Mon Valley Initiative, DCED, the Investor Member or any other lender of or investor in the Project and/or the Owner, including, without limitation, the Financing Documents or as the Authorized Officers otherwise deem necessary, advisable or appropriate, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such Authorized Officers.

Section 15. Each of 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.

Section 16. The Board of Commissioners of the Authority hereby ratifies, confirms, and approves all lawful actions taken by the Authorized Officers or other officers, employees or Commissioner of the Authority, 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.

NOW THEREFORE, be it resolved that after discussion of the foregoing Resolutions, Commissioner Derek Uber moved that foregoing Resolutions be adopted as presented. Commissioner Sara Innamorato seconded this motion. The question being put upon the final adoption of said Resolution, the roll was called and vote was as follows:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. Frank Aggazio and Ed Primm spoke briefly.

Comment on General Items

Mark Foerster thanked all of the staff in the room for their hard work

Adjournment

With no further business to conduct, Sydney Hayden made a motion to adjourn the meeting; the motion was seconded by Sara Innamorato and carried.

AFFORDABLE HOUSING HOLDINGS, INC.
Board of Directors Meeting
Friday, December 16, 2022

MINTUES

The members of the Board of Directors of Affordable Housing Holdings, Inc. held a regular meeting on December 16, 2022 at 11:00 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Sydney Hayden
Derek Uber

Absent: Paul D'Alesandro

The Chair declared a quorum present and called the meeting to order.

Approval of Minutes

Derek Uber made a motion to approve the Minutes of the September 30, 2022 Board of Directors meeting; the motion was seconded by Sara Innamorato and carried.

Old Business None.

New Business

1. The following **RESOLUTION #2022-05** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-05: AUTHORIZING AHH-HAWKINS GP II, LLC'S PARTICIPATION IN THE HAWKINS VILLAGE PHASE II REDEVELOPMENT

The Board of Directors of Affordable Housing Holdings, Inc., a Pennsylvania nonprofit corporation ("**AHH**"), as sole member of AHH-Hawkins GP II, LLC, a Pennsylvania limited liability company (the "**Member**"), adopted the following resolutions at its meeting on December 16, 2022.

WHEREAS, the Allegheny County Housing Authority (the "**Authority**") is the sole member of AHH, which is the sole member of the Member;

WHEREAS, the Authority is the owner of certain public housing property located in Rankin Borough, Allegheny County, Commonwealth of Pennsylvania (the "**Property**") on which is situate an existing public housing rental apartment complex known as Hawkins Village Apartments;

WHEREAS, the Authority determined that Pennrose, LLC ("**Pennrose**"), and Falbo Group, LLC ("**Falbo**") (Falbo, together with Pennrose, "**Pennrose/Falbo**") shall serve as the co-developer to revitalize Hawkins Village Apartments (the "**Project**");

WHEREAS, the Authority and Pennrose/Falbo have determined to redevelop the Property by demolishing the existing 193 units of public housing and developing the Property in two (2) phases;

WHEREAS, the Authority and Pennrose/Falbo closed the first phase of the revitalization of the Property on June 13, 2022;

WHEREAS, the Authority and Pennrose/Falbo intend to proceed with phase II of the revitalization of the Property which shall consist of fifty-one (51) units of affordable rental housing, all of which will be low income housing tax credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and twenty (20) of which will be operated as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time,

and all implementing regulations issued thereunder or in furtherance thereof (the "**Public Housing Units**"), together with related amenities, other improvements, fixtures and structures on the Property ("**Hawkins Village Phase II**");

WHEREAS, the Authority and Pennrose/Falbo determined that it was advantageous to submit an application to (i) the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 9% LIHTC to revitalize the Property and for a loan of certain PHFA funds including, without limitation, Housing Trust Fund Program funds and Development Cost Relief Program funds (collectively, the "**PHFA Funds**"), (ii) the Allegheny County Economic Development, through the Mon Valley Initiative (the "**Mon Valley Initiative**") for a loan of certain Community Development Block Grant program funds (the "**Mon Valley Initiative Funds**"), and (iii) to the Pennsylvania Department of Community and Economic Development ("**DCED**"), for a grant of Redevelopment Assistance Capital Program ("**RACP**") funds ("**RACP Funds**");

WHEREAS, in connection with the application to PHFA for Hawkins Village Phase II, Hawkins Redevelopment II GP LLC, a Pennsylvania limited liability company (the "**Managing Member**"), was formed to serve as the managing member of Hawkins Redevelopment II LLC, a Pennsylvania limited liability company (the "**Owner**");

WHEREAS, the managing member of the Managing Member is an entity affiliated with Pennrose/Falbo (the "**Pennrose/Falbo Member**");

WHEREAS, the Member desires to act as the non-managing member of the Managing Member pursuant to the Managing Member's operating agreement (as may be amended and restated from time to time, the "**MM Operating Agreement**") and to approve the Pennrose/Falbo Member to act as managing member of the Managing Member pursuant to the MM Operating Agreement and to authorize the Pennrose/Falbo Member act on behalf of the Managing Member in accordance with the MM Operating Agreement and as permitted by law;

WHEREAS, First National Bank of Pennsylvania, its successors and assigns, as construction lender (the "**Construction Lender**") intends to make a loan of funds to the Owner (the "**Construction Loan**") pursuant to a loan agreement between the Construction Lender and the Owner (the "**Construction Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the Construction Lender (together, the "**Construction Loan Note**") and secured by, among other things, a leasehold mortgage and security agreement (the "**Construction Loan Mortgage**" and, together with the Construction Loan Agreement, the Construction Loan Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction Loan Financing Documents**");

WHEREAS, the Authority intends to make a subordinate construction and permanent loan to the Owner (the "**Authority Loan**") using certain of its public housing funds pursuant to a Project and Loan Agreement between the Owner and the Authority (the "**Authority Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Authority (together, the "**Authority Note**") and secured by, among other things, an Open-End Leasehold Mortgage and Security Agreement made by the Owner to the Authority (the "**Authority Mortgage**" and, together with the Authority Loan Agreement, the Authority Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Authority Loan, and all amendments, additions and supplements thereto, collectively, the "**Authority Loan Financing Documents**");

WHEREAS, PHFA intends to make one or more construction and permanent loans to the Owner using the PHFA Funds (together, the "**PHFA Loan**") pursuant to one or more loan agreements between the Owner and PHFA (together, the "**PHFA Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to PHFA (together, the "**PHFA Note**") and secured by, among other things, one or more leasehold mortgage and security agreements made by the Owner to PHFA (together, the "**PHFA Mortgage**" and, together with the PHFA Loan Agreement, the PHFA Note and such other documents, commitments, papers, certificates, guarantees, indemnities, restrictive covenants, affidavits, instruments, declarations and

agreements entered into, recorded and/or delivered in connection with the PHFA Loan, and all amendments, additions and supplements thereto, collectively, the "**PHFA Loan Financing Documents**";

WHEREAS, the Mon Valley Initiative intends to make a construction and permanent loan to the Owner using the Mon Valley Initiative Funds (the "**Mon Valley Initiative Loan**") pursuant to a loan agreement between the Owner and the Mon Valley Initiative (the "**Mon Valley Initiative Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Mon Valley Initiative (together, the "**Mon Valley Initiative Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to the Mon Valley Initiative (the "**Mon Valley Initiative Mortgage**" and, together with the Mon Valley Initiative Loan Agreement, the Mon Valley Initiative Note and such other documents, commitments, papers, certificates, affidavits, instruments, guarantees, indemnities, restrictive covenants, declarations and agreements entered into, recorded and/or delivered in connection with the Mon Valley Initiative Loan, and all amendments, additions and supplements thereto, collectively, the "**Mon Valley Initiative Loan Financing Documents**");

WHEREAS, DCED, either directly or through a grant to the Redevelopment Authority of Allegheny County, intends to make a grant of the RACP Funds to the Authority pursuant to one or more grant agreements or one or more subgrant agreements (collectively, the "**RACP Authority Grant Agreement**");

WHEREAS, upon the Authority's receipt of the RACP Funds, the Authority intends to grant the RACP Funds to AHH pursuant to a grant agreement made between the Authority and AHH (the "**RACP Nonprofit Grant Agreement**");

WHEREAS, upon AHH's receipt of the RACP Funds, AHH intends to make one or more capital contributions up to the total amount of the RACP Funds to the Member (collectively, the "**Authority Member Capital Contribution**") documented by either an amendment to the Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Authority Member Capital Contribution (the "**Authority Member Capital Contribution Agreement**");

WHEREAS, upon the Member's receipt of the Authority Member Capital Contribution, the Member intends to make one or more capital contributions up to the total amount of the Authority Member Capital Contribution to the Managing Member (collectively, the "**Managing Member Capital Contribution**") documented by either an amendment to the MM Operating Agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Managing Member Capital Contribution (collectively, the "**Managing Member Capital Contribution Agreement**");

WHEREAS, upon the Managing Member's receipt of the Managing Member Capital Contribution, the Managing Member intends to make one or more capital contributions up to the total amount of the Managing Member Capital Contribution to the Owner (collectively, the "**Owner Capital Contribution**") documented by either an amendment to the Owner's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Owner Capital Contribution (collectively, the "**Owner Capital Contribution Agreement**" and together with the RACP Authority Grant Agreement, the RACP Nonprofit Grant Agreement, the Authority Member Capital Contribution Agreement and the Managing Member Capital Contribution Agreement, and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the RACP Funds, and all amendments, additions and supplements thereto, collectively, the "**RACP Financing Documents**");

WHEREAS, CREA Hawkins Village Phase II, LLC, or an affiliate thereof, its successors and/or assigns, as investor member of the Owner and CREA SLP, LLC, or an affiliate thereof, its successors and/or assigns, as special member of the Owner, as applicable (collectively, the "**Investor Member**"), intends to participate in the financing of the Project in exchange for the execution of certain documents by the AHH, the Managing Member and/or the Member pursuant to the Owner's Amended and Restated Operating Agreement, which may include, without limitation, a purchase option and right of first refusal agreement, an incentive management fee agreement, a partnership management fee agreement, and/or a guarantee 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, together with the Construction Loan Financing Documents, the Authority Loan Financing Documents, the PHFA Loan Financing Documents, the Mon Valley Initiative Loan Financing Documents and the RACP Financing Documents, the "**Financing Documents**";

WHEREAS, AHH, for itself and on behalf of the Member, and the Member, for itself and on behalf of the Managing Member, as its non-managing member, as applicable, intend to make such guaranties and indemnities as may be required in connection with the Project and the Financing Documents;

WHEREAS, AHH, for itself and on behalf of the Member, and the Member, for itself and on behalf of the Managing Member, as its non-managing member, as applicable, intend to take all other actions necessary, advisable or appropriate for the undertaking and completion of the Project and the other transactions contemplated by the foregoing "WHEREAS" clauses; and

WHEREAS, AHH, on its own behalf and on behalf of the Member, as its sole member, and the Member, on its own behalf and on behalf of the Managing Member, as applicable, have determined the foregoing transactions to be in the best interest of AHH, the Member and the Managing Member, as applicable, and believe it to be in the best interest of AHH, the Member and the Managing Member, as applicable, to ratify all lawful actions taken related to the Project and the other transactions contemplated by the foregoing "WHEREAS" clauses to date.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of AHH:

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.

Section 2. The Board of AHH, for itself and as sole member of the Member, and for the Managing Member, as the sole member of its non-managing member, hereby approves and authorizes Frank Aggazio, President of AHH, or his designee, and such other officers of AHH, or either or all of them (collectively, the "**Authorized Officers**"), be and hereby are authorized and directed to take such actions as the Authorized Officers deem necessary, advisable or appropriate in connection with the Project and the foregoing resolutions.

Section 3. The Board of AHH hereby confirms, ratifies and approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects the admission of the Member as the non-managing member of the Managing Member pursuant to the MM Operating Agreement and authorizes the Pennrose/Falbo Member to take all actions necessary, advisable or appropriate in connection with its role as the managing member of the Managing Member pursuant to the MM Operating Agreement and as permitted to the fullest extent of applicable law.

Section 4. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects the Managing Member acting as the managing member of the Owner pursuant to the Amended and Restated Operating Agreement and, as such managing member, engaging in any and all actions as managing member of the Owner and on behalf of the Owner to the fullest extent permitted or otherwise contemplated by the Amended and Restated Operating Agreement, as may be amended, and as permitted by law.

Section 5. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects the Amended and Restated Operating Agreement and the admission of the Investor Member as a member pursuant to the Amended and Restated Operating Agreement of the Owner.

Section 6. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects AHH's, the Member's, the Managing Member's and the Owner's participation in

the Project as contemplated hereby, and the provision of such guarantees and indemnities as may be requested in connection therewith.

Section 7. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects (i) the receipt of the grant of the RACP Funds pursuant to the RACP Nonprofit Grant Agreement and the grant of the RACP Funds to AHH pursuant to the RACP Nonprofit Grant Agreement; (ii) the making of the Authority Member Capital Contribution by AHH and the receipt of the Authority Member Capital Contribution by the Member, in each case, pursuant to the Authority Member Capital Contribution Agreement; (iii) the making of the Managing Member Capital Contribution by the Member and the receipt of the Managing Member Capital Contribution by the Managing Member, in each case, pursuant to the Managing Member Capital Contribution Agreement; and (iv) the making of the Owner Capital Contribution by the Managing Member and the receipt of the Owner Capital Contribution by the Owner, in each case, pursuant to the Owner Capital Contribution Agreement, in each case, and the transactions contemplated thereby, and authorizes the Authorized Officers to take such actions in connection with the RACP Funds and (w) the RACP Nonprofit Grant Agreement, (x) the Authority Member Capital Contribution Agreement, (y) the Managing Member Capital Contribution Agreement, and (z) the Owner Capital Contribution Agreement, in each case, and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 8. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects the Financing Documents and authorizes the Authorized Officers to take such actions (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in connection with the Financing Documents and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

Section 9. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects, and the Authorized Officers are hereby authorized (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) to sign, record and/or deliver any and all documents necessary in connection with the undertaking of the Project, including, without limitation, the RACP Nonprofit Grant Agreement, the Authority Member Capital Contribution Agreement, the Managing Member Capital Contribution Agreement, the Owner Capital Contribution Agreement, the Financing Documents, the MM Operating Agreement, the Amended and Restated Operating Agreement of the Owner and any other documents in connection with the acquisition, leasing, financing, construction, management, operation, rehabilitation and revitalization of the Property, the Project and/or Hawkins Village Phase II including, without limitation, development agreements, cooperation agreements, grant agreements, escrow or reserve agreements, deeds, mortgages, restrictive covenants, easement 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 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 PHFA, the U.S. Department of Housing and Urban Development, the Mon Valley Initiative, and/or the Authority, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such Authorized Officers.

Section 10. The Board of AHH hereby approves (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) in all respects, and the Authorized Officers are hereby authorized (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) to sign, record and/or deliver any and all documents evidencing and/or

securing the loans, equity investment or other financing associated with the Project, the Property and/or Hawkins Village Phase II, including, without limitation, such loan agreements, notes, mortgages, disbursement agreements, trust indentures, guaranty agreements, pledge, security, escrow, operating and regulatory agreements, declarations, restrictive covenants, assignments and such other documents as may be required by PHFA, Construction Lender, the Mon Valley Initiative, DCED, the Authority, the Investor Member, the Pennrose/Falbo Member, or any other lender of or investor in the Project, including, without limitation, the Financing Documents, or as the Authorized Officers otherwise deem necessary, advisable or appropriate, with such changes, amendments, modifications and additions thereto as the Authorized Officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such Authorized Officers.

Section 11. Each of the Authorized Officers be and hereby is authorized and directed (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) to take any and all further actions and to execute, acknowledge, record and deliver any such further documents in connection with the foregoing resolutions and the transactions and matters set forth herein as such Authorized Officers deem necessary, advisable or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with any of the foregoing.

Section 12. The Board of AHH (on behalf of AHH, on behalf of the Member, as its sole member, and on behalf of the Managing Member, as the sole member of its non-managing member, as applicable) hereby ratifies, confirms, and approves all lawful actions taken by the Authorized Officers or other officers, employees or Director of AHH, and all lawful papers and documents executed by any of the foregoing on behalf of the AHH, the Member, or the Managing Member, as applicable, where such actions, papers or documents effectuate the intent of the foregoing 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.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. (*Ed Primm spoke briefly*)

2. The following **RESOLUTION #2022-06** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-06: AUTHORIZING ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT LLC'S PARTICIPATION IN THE HAWKINS VILLAGE PHASE II REDEVELOPMENT

Resolutions of Sole Member

December 16, 2022

The Board of Directors of AFFORDABLE HOUSING HOLDINGS, INC., a Pennsylvania nonprofit corporation, ("AHH") as sole member of ALLEGHENY COUNTY AFFORDABLE DEVELOPMENT, LLC, a Pennsylvania limited liability company (the "**Company**"), does hereby take the following actions and adopts the following resolutions, effective as of the date above written.

WHEREAS, The Allegheny County Housing Authority (the "**Authority**") is the owner of certain public housing property located in Rankin Borough, Allegheny County, Commonwealth of Pennsylvania (the "**Property**") on which is situate Hawkins Village Apartments;

WHEREAS, the Authority engaged Pennrose, LLC ("**Pennrose**"), and Falbo Group, LLC ("**Falbo**") (Falbo, together with Pennrose, "**Pennrose/Falbo**") to serve as the co-developer of Hawkins Village Apartments pursuant to that certain Master Development Agreement between the Authority and Pennrose/Falbo, as amended (collectively, the "**Master Development Agreement**");

WHEREAS, pursuant to the Master Development Agreement, the Authority and Pennrose/Falbo have determined to redevelop the Property by demolishing the existing 193 units of public housing and developing the Property in two (2) phases;

WHEREAS, the Authority and Pennrose/Falbo closed the first phase of the revitalization of the Property on June 13, 2022;

WHEREAS, the Authority and Pennrose/Falbo intend to proceed with phase II of the revitalization of the Property which shall consist of fifty-one (51) units of affordable rental housing, all of which will be low income housing tax credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and twenty (20) of which will be operated as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and all implementing regulations issued thereunder or in furtherance thereof, together with related amenities, other improvements, fixtures and structures on the Property ("**Hawkins Village Phase II**");

WHEREAS, the Authority and Pennrose/Falbo determined that it was advantageous to submit an application to (i) the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 9% LIHTC to revitalize the Property and for a loan of certain PHFA funds including, without limitation, Housing Trust Fund Program funds and Development Cost Relief Program funds (collectively, the "**PHFA Funds**"), (ii) the Allegheny County Economic Development, through the Mon Valley Initiative (the "**Mon Valley Initiative**") for a loan of certain Community Development Block Grant program funds (the "**Mon Valley Initiative Funds**"), and (iii) to the Pennsylvania Department of Community and Economic Development ("**DCED**"), for a grant of Redevelopment Assistance Capital Program ("**RACP**") funds ("**RACP Funds**");

WHEREAS, in connection with the application to PHFA for Hawkins Village Phase II, Hawkins Redevelopment II GP LLC, a Pennsylvania limited liability company (the "**Managing Member**"), was formed to serve as the managing member of Hawkins Redevelopment II LLC, a Pennsylvania limited liability company (the "**Owner**");

WHEREAS, the managing member of the Managing Member is an entity affiliated with Pennrose/Falbo (the "**Pennrose/Falbo Member**");

WHEREAS, the non-managing member of the Managing Member is AHH-Hawkins GP II, LLC, a Pennsylvania limited liability company (the "**Authority Member**");

WHEREAS, the sole member of the Authority Member is AHH, and the sole member of AHH is the Authority;

WHEREAS, the Authority has selected the Company to serve as co-developer with Pennrose/Falbo or an affiliate of Pennrose/Falbo pursuant to a development agreement to be entered into between the Owner and the Company and Pennrose/Falbo (or an affiliate of Pennrose/Falbo), pursuant to which the Company shall earn a portion of the development fee for the Project (the "**Development Agreement**");

WHEREAS, the Authority intends to ground lease a portion of the Property and Hawkins Village Phase II to the Owner for purposes of undertaking the revitalization of a portion of the Property pursuant to a ground lease agreement between the Owner and the Authority (the "**Ground Lease**"), which shall be evidenced by a memorandum of ground lease between the Owner and the Authority recorded in the Allegheny County Recorder of Deeds office (the "**Memorandum of Ground Lease**");

WHEREAS, First National Bank of Pennsylvania, its successors and assigns, as construction lender (the "**Construction Lender**") intends to make a loan of funds to the Owner (the "**Construction Loan**") pursuant to a loan agreement between the Construction Lender and the Owner (the "**Construction Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the Construction Lender (together, the "**Construction Loan Note**") and secured by, among other things, a leasehold mortgage and security agreement (the "**Construction Loan Mortgage**" and, together with the Construction Loan Agreement, the Construction Loan Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction Loan Financing Documents**");

WHEREAS, the Authority intends to make a subordinate construction and permanent loan to the Owner (the "**Authority Loan**") using certain of its public housing funds pursuant to a Project and Loan Agreement between the Owner and the Authority (the "**Authority Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Authority (together, the "**Authority Note**") and secured by, among other things, an Open-End Leasehold Mortgage and Security Agreement made by the Owner to the Authority (the "**Authority Mortgage**" and, together with the Authority Loan Agreement, the Authority Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Authority Loan, and all amendments, additions and supplements thereto, collectively, the "**Authority Loan Financing Documents**");

WHEREAS, PHFA intends to make one or more construction and permanent loans to the Owner using the PHFA Funds (together, the "**PHFA Loan**") pursuant to one or more loan agreements between the Owner and PHFA (together, the "**PHFA Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to PHFA (together, the "**PHFA Note**") and secured by, among other things, one or more leasehold mortgage and security agreements made by the Owner to PHFA (together, the "**PHFA Mortgage**" and, together with the PHFA Loan Agreement, the PHFA Note and such other documents, commitments, papers, certificates, guarantees, indemnities, restrictive covenants, affidavits, instruments, declarations and agreements entered into, recorded and/or delivered in connection with the PHFA Loan, and all amendments, additions and supplements thereto, collectively, the "**PHFA Loan Financing Documents**");

WHEREAS, the Mon Valley Initiative intends to make a construction and permanent loan to the Owner using the Mon Valley Initiative Funds (the "**Mon Valley Initiative Loan**") pursuant to a loan agreement between the Owner and the Mon Valley Initiative (the "**Mon Valley Initiative Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Mon Valley Initiative (together, the "**Mon Valley Initiative Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to the Mon Valley Initiative (the "**Mon Valley Initiative Mortgage**" and, together with the Mon Valley Initiative Loan Agreement, the Mon Valley Initiative Note and such other documents, commitments, papers, certificates, affidavits, instruments, guarantees, indemnities, restrictive covenants, declarations and agreements entered into, recorded and/or delivered in connection with the Mon Valley Initiative Loan, and all amendments, additions and supplements thereto, collectively, the "**Mon Valley Initiative Loan Financing Documents**");

WHEREAS, DCED, either directly or through a grant to the Redevelopment Authority of Allegheny County, intends to make a grant of the RACP Funds to the Authority pursuant to one or more grant agreements or one or more subgrant agreements (collectively, the "**RACP Authority Grant Agreement**");

WHEREAS, upon the Authority's receipt of the RACP Funds, the Authority intends to grant the RACP Funds to AHH pursuant to a grant agreement made between the Authority and AHH (the "**RACP Nonprofit Grant Agreement**");

WHEREAS, upon AHH's receipt of the RACP Funds, AHH intends to make one or more capital contributions up to the total amount of the RACP Funds to the Authority Member (collectively, the "**Authority Member Capital Contribution**") documented by either an amendment to the Authority Member's operating

agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Authority Member Capital Contribution (the "**Authority Member Capital Contribution Agreement**");

WHEREAS, upon the Authority Member's receipt of the Authority Member Capital Contribution, the Authority Member intends to make one or more capital contributions up to the total amount of the Authority Member Capital Contribution to the Managing Member (collectively, the "**Managing Member Capital Contribution**") documented by either an amendment to the Managing Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Managing Member Capital Contribution (collectively, the "**Managing Member Capital Contribution Agreement**");

WHEREAS, upon the Managing Member's receipt of the Managing Member Capital Contribution, the Managing Member intends to make one or more capital contributions up to the total amount of the Managing Member Capital Contribution to the Owner (collectively, the "**Owner Capital Contribution**") documented by either an amendment to the Owner's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Owner Capital Contribution (collectively, the "**Owner Capital Contribution Agreement**" and together with the RACP Authority Grant Agreement, the RACP Nonprofit Grant Agreement, the Authority Member Capital Contribution Agreement, and the Managing Member Capital Contribution Agreement, and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the RACP Funds, and all amendments, additions and supplements thereto, collectively, the "**RACP Financing Documents**");

WHEREAS, CREA Hawkins Village Phase II, LLC, or an affiliate thereof, its successors and/or assigns, as investor member of the Owner and CREA SLP, LLC, or an affiliate thereof, its successors and/or assigns, as special member of the Owner, as applicable (collectively, the "**Investor Member**"), intends to participate in the financing of the Project in exchange for the execution of certain documents by the Company pursuant to the Owner's Amended and Restated Operating Agreement, which may include, without limitation, the Development 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, together with the Construction Loan Financing Documents, the Authority Loan Financing Documents, the PHFA Loan Financing Documents, the RACP Financing Documents, and the Mon Valley Initiative Loan Financing Documents, the "**Financing Documents**"); and

WHEREAS, as part of the Project, the Company desires to act as co-developer, and to execute certain documents, including certain guaranties and indemnities, in connection with the Project as may be required by the Financing Documents and the lenders to and investors in the Owner (such documents, together with such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Development, and all amendments, additions and supplements thereto, the "**Development Documents**").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of AHH, as sole member of the Company:

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.

Section 2. The Project and the transactions contemplated by the foregoing resolutions are hereby approved in all respects.

Section 3. The Company is hereby authorized to serve as co-developer of the Project and Hawkins Village Phase II.

Section 4. That the Company is hereby authorized to enter into any such Financing Documents and/or Development Documents and to act as co-developer with respect to the Project and Hawkins Village Phase II and such Financing Documents and/or Development Documents.

Section 5. The Company is hereby authorized to serve as guarantor and/or indemnitor, if necessary, in connection with the Financing Documents and/or the Development Documents.

Section 6. The President, Vice President, Secretary, and Treasurer of AHH, or any individuals that the officers of AHH shall so designate, or any or all of them (collectively, the "**Authorized Officers**"), be and hereby are authorized and directed to take any and all actions, including seeking any necessary third-party consents, and to negotiate, execute, acknowledge, record and deliver, as the sole member of the Company, the Financing Documents and/or the Development Documents, together with such changes, amendments, modifications and additions thereto as the officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such officers.

Section 7. The Authorized Officers of AHH, as the sole member of the Company, be and hereby are authorized and directed to take any and all further actions in connection with the foregoing resolutions and the transactions and matters set forth herein as such Authorized Officers deem necessary, advisable or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

Section 8. The actions of the officers of AHH, as the sole member of the Company, including entering into such agreements, documents, instruments and other writings on behalf of and the transactions and documentation contemplated by the foregoing resolutions, including but not limited to such action as the Officers deem necessary, advisable or proper, be and hereby are ratified and approved in all respects as valid company action.

Sara Innamorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. (*Ed Primm spoke briefly*)

3. The following **RESOLUTION #2022-07** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-07: AUTHORIZING THE FORMATION OF AHH-MONROE MEADOWS, LLC AND THE PROPERTY ACQUISITION

Minutes of Meeting of Sole Member

December 16, 2022

The Board of Directors of AFFORDABLE HOUSING HOLDINGS, INC., a Pennsylvania nonprofit corporation (the "**Corporation**") as sole member of AHH-MONROE MEADOWS, LLC, a Pennsylvania limited liability company (the "**Company**"), adopted the following resolutions at the December 16, 2022 organizational meeting of the Company.

Approval of Certificate of Organization

RESOLVED, that the Certificate of Organization of the Company attached hereto as Exhibit A as filed on November 22, 2022 with the Secretary of State of the Commonwealth of Pennsylvania (the "**Secretary of State**") be and hereby is ratified and approved, and the secretary of the sole member be and

hereby is directed to file the Certificate of Organization in the Company's minute book once proof of filing is received by the Secretary of State.

Approval of Operating Agreement

RESOLVED, that the form of Operating Agreement attached hereto as Exhibit B be and hereby is approved.

Adoption of Fiscal Year

RESOLVED, that the Company's fiscal year will end on December 31st of each year.

Adoption of Bank Resolutions

RESOLVED, that the President, Vice President & Treasurer, and Secretary of the sole member of the Company, and such other officers of the sole member as the foregoing officers shall designate (collectively, the "**Authorized Officers**"), be and hereby are authorized and directed to open one or more bank accounts with such financial institutions, and at such offices, as is deemed necessary or desirable, for and on behalf of the Company.

Approval of Property Acquisition

WHEREAS, Monroe Meadows Housing Partnership, L.P., a Pennsylvania limited partnership (the "**Seller**") owns certain real property and improvements situated in the City of Monroeville, County of Allegheny, Commonwealth of Pennsylvania (the "**Property**"); and

WHEREAS, the Seller desires to sell the Property to the Company and the Company desires to buy the Property from the Seller (the "**Acquisition**") pursuant to that certain Agreement of Purchase and Sale (the "**Agreement**").

NOW, THEREFORE, BE IT RESOLVED, that the foregoing "WHEREAS" clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

FURTHER RESOLVED, that the Board of Directors of the Corporation hereby approves (on behalf of the Corporation, for itself and on behalf of the Company, as its sole member, as applicable) to enter into the Agreement and to take such actions in connection therewith and the transactions contemplated thereby as the Authorized Officers deem necessary, advisable or appropriate.

FURTHER RESOLVED, that the Board of Directors of the Corporation hereby approves (on behalf of the Corporation, for itself and on behalf of the Company, as its sole member, as applicable) to enter into any agreements with ACTION-Housing, Inc., the Pennsylvania Housing Finance Agency, and the U.S. Department of Housing and Urban Development in connection with the Acquisition and transactions contemplated thereby as the Authorized Officers deem necessary advisable or appropriate.

Approval of Prior Action

RESOLVED, that all of the actions of the organizer of the Company or the Authorized Officers of the sole member of the Company, for itself and as sole member of the Company taken to effect the organization of the Company or the commencement of its business operation and/or taken since the formation of the Company be and hereby are ratified and approved as valid actions of the Company.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

Sydney Hayden moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Derek Uber, and upon roll call the "Ayes" and "Nays" were as follow:

AYES: Mark Foerster

NAYS: None

Sara Innamorato
Derek Uber
Sydney Hayden

The Chair thereupon declared said Resolution carried and adopted. (*Rich Stephenson spoke briefly*)

Adjournment

With no further business to conduct, Derek Uber made a motion by adjourn the meeting; the motion was seconded by Sydney Hayden and carried.

THREE RIVERS COMMUNITIES, INC
Board of Directors Meeting
Friday, December 16, 2022

Minutes

The members of the Board of Directors of Three Rivers Communities, Inc. held a regular meeting on December 16, 2022 at 11:00 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Sydney Hayden
Derek Uber

Absent: Paul D'Alesandro

The Chair declared a quorum present and called the meeting to order.

Approval of Minutes

Sara Innamorato made a motion to approve the Minutes of the September 30, 2022 Board of Directors meeting; the motion was seconded by Derek Uber and carried.

Old Business

Motion by Derek Uber, second by Sydney Hayden, ratifying a telephone poll of the Board of Directors conducted by Frank Aggazio on November 15, 2022, wherein Mark Foerster, Sara Innamorato, Sydney Hayden and Derek Uber ratified the approved negotiation and purchase of the Monroe Meadows affordable Housing development in Monroeville, PA from Monroe Meadows Housing Partnership, LP, purchase price of 500,000.

New Business

1. The following **RESOLUTION #2022-01** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01: Authorizing Three Rivers to act as the co-developer for the Hawkins Village Redevelopment Phase II.

A Resolution authorizing Three Rivers Communities, Inc., a Pennsylvania nonprofit corporation (the "**Corporation**") to serve as guarantor in connection with the second phase of the revitalization of a former public housing residential rental apartment complex known as Hawkins Village Apartments;

WHEREAS, The Allegheny County Housing Authority (the "**Authority**") is the owner of certain public housing property located in Rankin Borough, Allegheny County, Commonwealth of Pennsylvania (the "**Property**") on which is situate a former public housing rental apartment complex known as Hawkins Village Apartments;

WHEREAS, the Authority determined that Pennrose, LLC ("Pennrose"), and Falbo Group, LLC ("Falbo") (Falbo, together with Pennrose, "Pennrose/Falbo") shall serve as the co-developer of the Project, pursuant to that certain Master Development Agreement entered into by the Authority and Pennrose/Falbo, as amended (collectively, the "**Master Development Agreement**");

WHEREAS, pursuant to the Master Development Agreement, the Authority and Pennrose/Falbo have determined to redevelop the Property by demolishing the existing 193 units of public housing and developing the Property in two (2) phases (the "**Project**");

WHEREAS, the Authority and Pennrose/Falbo closed the first phase of the revitalization of the Property on June 13, 2022;

WHEREAS, the Authority and Pennrose/Falbo intend to proceed with phase II of the revitalization of the Property which shall consist of fifty-one (51) units of affordable rental housing, all of which will be low income housing tax credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and twenty (20) of which will be operated as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended from time to time, and all implementing regulations issued thereunder or in furtherance thereof (the "**Public Housing Units**"), together with related amenities, other improvements, fixtures and structures on the Property ("**Hawkins Village Phase II**");

WHEREAS, the Authority and Pennrose/Falbo determined that it was advantageous to submit an application to (i) the Pennsylvania Housing Finance Agency ("**PHFA**") for an award of 9% LIHTC to revitalize the Property and for a loan of certain PHFA funds including, without limitation, Housing Trust Fund Program funds and Development Cost Relief Program funds (collectively, the "**PHFA Funds**") (ii) the Allegheny County Department of Economic Development, through the Mon Valley Initiative (the "**Mon Valley Initiative**") for a loan of certain Community Development Block Grant program funds (the "**Mon Valley Initiative Funds**"), and (iii) to the Pennsylvania Department of Community and Economic Development ("**DCED**"), for a grant of Redevelopment Assistance Capital Program ("**RACP**") funds ("**RACP Funds**");

WHEREAS, in connection with the application to PHFA for Hawkins Village Phase II, Hawkins Redevelopment II GP LLC, a Pennsylvania limited liability company (the "**Managing Member**"), was formed to serve as the managing member of Hawkins Redevelopment II LLC, a Pennsylvania limited liability company (the "**Owner**");

WHEREAS, the managing member of the Managing Member is an entity affiliated with Pennrose/Falbo (the "**Pennrose/Falbo Member**");

WHEREAS, the non-managing member of the Managing Member is AHH-Hawkins GP II, LLC, a Pennsylvania limited liability company (the "**Authority Member**");

WHEREAS, the sole member of the Authority Member is Affordable Housing Holdings, Inc., a Pennsylvania nonprofit corporation (the "**Nonprofit**"), and the sole member of the Nonprofit is the Authority;

WHEREAS, the Authority intends to ground lease a portion of the Property and Hawkins Village Phase II to the Owner for purposes of undertaking the revitalization of a portion of the Property pursuant to a ground lease agreement between the Owner and the Authority (the "**Ground Lease**"), which shall be evidenced by a memorandum of ground lease between the Owner and the Authority recorded in the Allegheny County Recorder of Deeds office (the "**Memorandum of Ground Lease**");

WHEREAS, First National Bank of Pennsylvania, its successors and assigns, as construction lender (the "**Construction Lender**") intends to make a loan of funds to the Owner (the "**Construction Loan**") pursuant to a loan agreement between the Construction Lender and the Owner (the "**Construction Loan Agreement**"), evidenced by one or more promissory notes made by the Owner to the Construction Lender (together, the "**Construction Loan Note**") and secured by, among other things, a leasehold mortgage and security agreement (the "**Construction Loan Mortgage**" and, together with the Construction Loan Agreement, the Construction Loan Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Construction Loan, and all amendments, additions and supplements thereto, collectively, the "**Construction Loan Financing Documents**");

WHEREAS, the Authority intends to make a subordinate construction and permanent loan to the Owner (the "**Authority Loan**") using certain of its public housing funds pursuant to a Project and Loan Agreement between the Owner and the Authority (the "**Authority Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Authority (together, the "**Authority Note**") and secured

by, among other things, an Open-End Leasehold Mortgage and Security Agreement made by the Owner to the Authority (the "**Authority Mortgage**" and, together with the Authority Loan Agreement, the Authority Note and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Authority Loan, and all amendments, additions and supplements thereto, collectively, the "**Authority Loan Financing Documents**");

WHEREAS, PHFA intends to make one or more construction and permanent loans to the Owner using the PHFA Funds (together, the "**PHFA Loan**") pursuant to one or more loan agreements between the Owner and PHFA (together, the "**PHFA Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to PHFA (together, the "**PHFA Note**") and secured by, among other things, one or more leasehold mortgage and security agreements made by the Owner to PHFA (together, the "**PHFA Mortgage**" and, together with the PHFA Loan Agreement, the PHFA Note and such other documents, commitments, papers, certificates, guarantees, indemnities, restrictive covenants, affidavits, instruments, declarations and agreements entered into, recorded and/or delivered in connection with the PHFA Loan, and all amendments, additions and supplements thereto, collectively, the "**PHFA Loan Financing Documents**");

WHEREAS, the Mon Valley Initiative intends to make a construction and permanent loan to the Owner using the Mon Valley Initiative Funds (the "**Mon Valley Initiative Loan**") pursuant to a loan agreement between the Owner and the Mon Valley Initiative (the "**Mon Valley Initiative Loan Agreement**") and evidenced by one or more promissory notes made by the Owner to the Mon Valley Initiative (together, the "**Mon Valley Initiative Note**") and secured by, among other things, a leasehold mortgage and security agreement made by the Owner to the Mon Valley Initiative (the "**Mon Valley Initiative Mortgage**" and, together with the Mon Valley Initiative Loan Agreement, the Mon Valley Initiative Note and such other documents, commitments, papers, certificates, affidavits, instruments, guarantees, indemnities, restrictive covenants, declarations and agreements entered into, recorded and/or delivered in connection with the Mon Valley Initiative Loan, and all amendments, additions and supplements thereto, collectively, the "**Mon Valley Initiative Loan Financing Documents**");

WHEREAS, DCED, either directly or through a grant to the Redevelopment Authority of Allegheny County, intends to make a grant of the RACP Funds to the Authority pursuant to one or more grant agreements or one or more subgrant agreements (collectively, the "**RACP Authority Grant Agreement**");

WHEREAS, upon the Authority's receipt of the RACP Funds, the Authority intends to grant the RACP Funds to the Nonprofit pursuant to a grant agreement made between the Authority and the Nonprofit (the "**RACP Nonprofit Grant Agreement**");

WHEREAS, upon the Nonprofit's receipt of the RACP Funds, the Nonprofit intends to make one or more capital contributions up to the total amount of the RACP Funds to the Authority Member (collectively, the "**Authority Member Capital Contribution**") documented by either an amendment to the Authority Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Authority Member Capital Contribution (the "**Authority Member Capital Contribution Agreement**");

WHEREAS, upon the Authority Member's receipt of the Authority Member Capital Contribution, the Authority Member intends to make one or more capital contributions up to the total amount of the Authority Member Capital Contribution to the Managing Member (collectively, the "**Managing Member Capital Contribution**") documented by either an amendment to the Managing Member's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Managing Member Capital Contribution (collectively, the "**Managing Member Capital Contribution Agreement**");

WHEREAS, upon the Managing Member's receipt of the Managing Member Capital Contribution, the Managing Member intends to make one or more capital contributions up to the total amount of the Managing Member Capital Contribution to the Owner (collectively, the "**Owner Capital Contribution**") documented by either an amendment to the Owner's operating agreement, a capital contribution agreement, or any other documentation deemed necessary, advisable or appropriate to reflect the Owner Capital Contribution (collectively, the "**Owner Capital Contribution Agreement**" and together with the RACP

Authority Grant Agreement, the RACP Nonprofit Grant Agreement, the Authority Member Capital Contribution Agreement and the Managing Member Capital Contribution Agreement, and such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the RACP Funds, and all amendments, additions and supplements thereto, collectively, the "**RACP Financing Documents**";

WHEREAS, CREA Hawkins Village Phase II, LLC, or an affiliate thereof, its successors and/or assigns, as investor member of the Owner and CREA SLP, LLC, or an affiliate thereof, its successors and/or assigns, as special member of the Owner, as applicable (collectively, the "**Investor Member**"), intends to participate in the financing of the Project in exchange for the execution of certain documents by the Corporation pursuant to the Owner's Amended and Restated Operating Agreement, which may include, without limitation, guarantee and indemnity agreements (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, together with the Construction Loan Financing Documents, the Authority Loan Financing Documents, the PHFA Loan Financing Documents, the Mon Valley Initiative Loan Financing Documents and the RACP Financing Documents, the "**Financing Documents**");

WHEREAS, as part of the Project, the Corporation desires to act as guarantor and indemnitor, as applicable, under the Financing Documents, and to execute certain documents, including certain guaranties and indemnities, in connection with the Project as may be required by the Financing Documents and the lenders to and investors in the Owner (such documents, together with such other documents, commitments, papers, certificates, affidavits, guarantees, indemnities, instruments and agreements entered into, recorded and/or delivered in connection with the Development, and all amendments, additions and supplements thereto, the "**Development Documents**").

NOW, THEREFORE, BE IT RESOLVED by the Corporation:

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.

Section 2. The Project and the transactions contemplated by the foregoing resolutions are hereby approved in all respects.

Section 3. The Corporation is hereby authorized to serve as guarantor and indemnitor for the Project and Hawkins Village Phase II.

Section 4. That the Corporation is hereby authorized to enter into any such Financing Documents and/or Development Documents and to act as guarantor and/or indemnitor, as applicable, with respect to the Project and Hawkins Village Phase II and such Financing Documents and/or Development Documents.

Section 5. The Corporation is hereby authorized to serve as guarantor and/or indemnitor, as applicable, in connection with the Financing Documents and/or the Development Documents.

Section 6. The President, Vice President, Secretary, and Treasurer of the Corporation, or any individuals that the officers of the Corporation shall so designate, or any or all of them (collectively, the "**Authorized Officers**"), be and hereby are authorized and directed to take any and all actions, including seeking any necessary third-party consents, and to negotiate, execute, acknowledge, record and deliver, in the name and for and on behalf of the Corporation, the Financing Documents and/or the Development Documents, together with such changes, amendments, modifications and additions thereto as the officers executing any such document containing such changes, amendments, modifications and additions deems necessary, advisable or appropriate, the approval of such changes, amendments, modifications and additions to be conclusively evidenced by the execution of such documents by such officers.

Section 7. The Authorized Officers of the Corporation be and hereby are authorized and directed to take any and all further actions in connection with the foregoing resolutions and the transactions and matters set forth herein as such Authorized Officers deem necessary, advisable or appropriate, including the payment of any fees, costs, expenses, assessments and/or taxes in connection with the foregoing.

Section 8. The actions of the officers of the Corporation, including entering into such agreements, documents, instruments and other writings on behalf of the Corporation, and the transactions and documentation contemplated by the foregoing resolutions, including but not limited to such action as the officers deem necessary, advisable or proper, be and hereby are ratified and approved in all respects as valid corporation action.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

Sara Innamorato moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. (*Ed Primm spoke briefly*)

Adjournment

With no further business to conduct, Derek Uber made a motion by adjourn the meeting; the motion was seconded by Sara Innamorato and carried.

**Allegheny Housing Partnership, Inc.
Board of Directors Meeting
Friday, December 16, 2022**

Minutes

The members of the Board of Directors of Three Rivers Communities, Inc. held a regular meeting on December 16, 2022 at 11:00 a.m. at the company's office located at 301 Chartiers Avenue, McKees Rocks, PA. Those present and absent were as follow:

Present: Mark Foerster
Sara Innamorato
Sydney Hayden
Derek Uber

Absent: Paul D'Alesandro

The Chair declared a quorum present and called the meeting to order.

Approval of Minutes

Sydney Hayden made a motion to approve the Minutes of the January 21, 2022 Board of Directors meeting; the motion was seconded by Derek Uber and carried.

Old Business

None

New Business

1. The following **RESOLUTION #2022-01** was introduced by the Chair, read in full and considered:

RESOLUTION #2022-01: APPROVING THE ACQUISITION OF A LIMITED PARTNER INTEREST IN THE OWNER ENTITY OF CALDWELL STATION.

A Resolution authorizing Allegheny Housing Partnership, Inc., a Pennsylvania nonprofit corporation (the "**Corporation**") to acquire a limited partner interest in Caldwell Station Associates, a Pennsylvania limited partnership (the "**Owner**"), the owner entity of a public housing development known as Caldwell Station;

WHEREAS, the Corporation is an affiliate of the Allegheny County Housing Authority (the "**Authority**");

WHEREAS, the Owner executed that certain promissory note in favor of the Authority dated as of June 9, 1997 (the "**Promissory Note**"), the terms of which are governed by that certain Loan Agreement between the Authority and the Owner dated as of June 9, 1997 (the "**Loan Agreement**");

WHEREAS, the Corporation desires to acquire a 33% limited partner interest in the Owner pursuant to an assignment and assumption agreement (the "**Acquisition**");

WHEREAS, the Authority and the Owner desire to amend the Promissory Note and Loan Agreement to lower the interest rate to 0%, in exchange for the Acquisition;

WHEREAS, the Corporation intends to take all other actions necessary, advisable or appropriate for the Acquisition and the other transactions contemplated by the foregoing "WHEREAS" clauses; and

WHEREAS, the Board of Directors of the Corporation believes it to be in the best interest of the Corporation that the Corporation ratify all lawful actions taken related to the Acquisition and the other transactions contemplated by the foregoing "WHEREAS" clauses to date.

NOW THEREFORE BE IT RESOLVED the Corporation:

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.

Section 2. The Board of Directors of the Corporation hereby approves in all respects the Acquisition, and the transactions contemplated thereby and hereby, and approves, authorizes and directs Frank Aggazio, President of the Corporation, his designee, and the officers of the Corporation, or either or all of them (collectively, the "**Authorized Officers**"), to take such actions in connection with the Acquisition and the transactions contemplated thereby and hereby, as the Authorized Officers deem necessary, advisable or appropriate.

Section 3. The Board of Directors of the Corporation hereby ratifies, confirms, and approves all lawful actions taken by the Authorized Officers or other officers, employees or Director of the Corporation, and all lawful papers and documents executed by any of the foregoing on behalf of the Corporation 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.

Derek Uber moved that the foregoing Resolution be adopted as introduced and read, which was seconded by Sydney Hayden, and upon roll call the "Ayes" and "Nays" were as follow:

AYES:	Mark Foerster	NAYS:	None
	Sara Innamorato		
	Derek Uber		
	Sydney Hayden		

The Chair thereupon declared said Resolution carried and adopted. (*Rich Stephenson spoke briefly*)

Adjournment

With no further business to conduct, Sydney Hayden made a motion by adjourn the meeting; the motion was seconded by Sara Innamorato and carried.