

ALLEGHENY COUNTY TAX INCREMENT FINANCING PROGRAM GUIDELINES



Allegheny County Economic Development
Redevelopment Authority of Allegheny County

Rich Fitzgerald
County Executive

Robert Hurley
Director, Allegheny County Economic Development

Table of Contents

PURPOSE	3
PROGRAM DESCRIPTION	3
PROCEDURE	3
FINANCIAL TERMS	7
POLICY	8
GENERAL REQUIREMENTS	8
SPECIFIC REQUIREMENTS	8
EVALUATION REQUIREMENTS	10
TIF APPLICATION	i
FEE SCHEDULE	xiv
INDEMNIFICATION LETTER	xvi
RESERVE AGREEMENT	xix
ANNUAL REPORT TEMPLATE	xxix
ALLEGHENY COUNTY COMPREHENSIVE PLAN (ALLEGHENY PLACES) CONSISTENCY REVIEW	xxxii
SUSTAINABILITY CRITERIA	xlvi
ALLEGHENY COUNTY PREVAILING WAGE LEGISLATION	xlvi

PURPOSE

Tax Increment Financing (TIF) has become one of the most effective tools to stimulate private investment and encourage revitalization of blighted properties within Allegheny County (the “County”). TIF utilizes a portion of future real property tax revenues to finance improvements necessary to facilitate new development in these areas. Incremental increases in real property tax revenues within a specific area, over a term up to 20 years, can finance costs related to that development. TIF provides a means to increase investment, expand the economic base, increase employment opportunities, and contribute to the redevelopment of blighted and underutilized property. The *Allegheny County TIF Program Guidelines* have been created by Allegheny County Economic Development (ACED) and the Redevelopment Authority of Allegheny County (RAAC) in order to provide an understanding of the County’s policy and requirements for developments utilizing TIF.

PROGRAM DESCRIPTION

The Allegheny County TIF Program exists pursuant to the Commonwealth of Pennsylvania Tax Increment Financing Act¹ of July 11, 1990 (the “Act”). The Act provides an additional mechanism for a municipality² to contribute to the economic development of their respective jurisdictions through the creation of a Tax Increment Financing District. Within a TIF District, all or some of the incremental real estate tax revenue generated by the development in that District can be used to finance public or private improvements associated with that development. Generally, the incremental increase in real estate taxes resulting directly from a development is used to support a revenue bond issued by a municipal authority³ created under the Urban Redevelopment Law⁴ of Pennsylvania of May 24, 1945. However, the tax increment can also include any tax increase resulting from the growth in commercial activity as a result of the development including hotel, amusement, business privilege, and parking taxes. The increment generated by the development may be used to finance a bond issuance; however, it may also be used to underwrite a direct loan or some other appropriate financing structure.

PROCEDURE⁵

TIF Application An Applicant will prepare and submit a TIF Application (Exhibit A) to ACED for consideration. This form requires a written narrative of the proposed development as well as a preliminary site plan and rendering. A summary of the

¹ P.L. 465, No. 113, 53 P.S. Section 6930.1, et seq.

² See Section 6930.3.

³ Redevelopment Authority of Allegheny County, under these circumstances.

⁴ P.L. 991, No. 385, 35 P.S. 1701, et seq.

⁵ See, generally, Section 6930.5.

financing sources, proposed private and public improvements, an estimate of the amount of TIF request, and a justification for TIF assistance are also included. Submission of the TIF Application must be accompanied by an indemnification letter, a completed Development Projects – Checklist⁶, and the application fee.

ACED Review The TIF Application will be evaluated by ACED to determine if the project, as a general matter, may be eligible for TIF assistance. If the project is deemed to be possibly eligible based upon its initial review, ACED will notify the Applicant and will request the Applicant make a deposit of funds with ACED into the TIF Project Development Account, which will be administered by the RAAC. These funds will be used by the RAAC to pay for costs and other expenses rendered or incurred by ACED/RAAC throughout the TIF process. Expenses may include, without limitation, the cost of a Basic Conditions Report, Market and Economic Impact Study and TIF Plan preparation. Upon receipt of the deposit in the Project Development Account, ACED/RAAC will engage a consultant to perform a market study and development impact analysis, which will estimate the anticipated impact of the development including the private investment, job creation and fiscal impacts, and which may be used determine the eligibility of the proposed project under the requirements set forth by the Commonwealth and the County.

Blight Designation If the proposed TIF District is not located in an existing Redevelopment Area⁷, a basic conditions report will be prepared for a study area containing the proposed development. The RAAC must designate and certify the area to be in need of redevelopment pursuant to the provisions of the Urban Redevelopment Law. The affected municipality will also endorse the findings of the basic conditions report and characteristics of blight within the study area described therein.

Inducement Resolution The RAAC will adopt an Inducement Resolution to declare its official intent to issue a tax-exempt obligation in the future.

Resolution of Intent The County and the governing bodies of the affected municipalities and school districts will consider non-binding resolutions of intent designating representatives to the TIF Committee and authorize the RAAC to prepare a detailed TIF Plan that will be presented for future consideration.

TIF Committee Representatives from the RAAC, the taxing bodies, interested community groups and the developer will form the TIF Committee. RAAC will present

⁶ The Allegheny Places Development Projects Checklist can be found at: <http://www.alleghenyplaces.com/pdf/DP-Checklist.pdf>

⁷ See Section 6930.2 (a)(1) wherein an area is defined as blighted if any one of the following conditions exist: “(i) the unsafe, unsanitary, inadequate or overcrowded conditions of the area; (ii) inadequate planning of the area or excessive land coverage by the buildings thereon; (iii) the lack of proper light and air and open space; (iv) the defective design and arrangement of the buildings; (v) faulty streets or lot layout; (vi) economically or socially undesirable land uses.”

the draft TIF Plan to the TIF Committee for review. The public approval process will be initiated if the TIF Committee decides to recommend the TIF Plan following this evaluation.

Community Engagement The developer will solicit from the governing body of the municipality a listing of all local community groups, whether incorporated or not. Notification will be sent to these groups inviting interested parties to participate in a meeting to evaluate the proposed development and the TIF Plan. RAAC will facilitate the resulting meeting and incorporate any agreement concerning community engagement⁸ into the Funding and Development Agreement.

TIF Plan Per the Act and other requirements contained herein, the TIF Plan⁹ will include the following:

- Background on the project developer
- Description of the proposed development
- Estimated costs of the proposed development (including public infrastructure)
- Market analysis of the proposed development
- Economic and fiscal impact of the proposed development (during construction and at build out)
- Improvements to be financed with TIF proceeds
- TIF amount
- Pledged parcels within TIF District
- Current assessed value and tax base
- Projected assessed value
- Projected pledged revenue
- Provisions for insufficient TIF revenues and excess tax increment
- Other financial details of the TIF
- Estimated non project costs
- Maps of the TIF District and existing property conditions
- Proposed changes to all applicable local plans, ordinances and codes
- Statement on community engagement
- Statement of proposed method for relocation (if applicable)
- TIF District establishment date

Resolution to Participate The taxing bodies will by ordinance or resolution, agree to participate in or opt out of the TIF District. Such ordinance or resolution will be adopted

⁸ Defined as an agreement between a project developer and one or more community groups. Such agreement will be enforceable via the Funding and Development Agreement that governs the scope of the project.

⁹ See Section 6930.5

and a copy of the ordinance or resolution must be delivered to the governing body creating the district prior to or on the date on which the public hearing is held¹⁰.

Public Hearing The County or the governing body of the municipality, which will create the TIF District, will hold at least one public hearing at which time interested parties are afforded a reasonable opportunity to express their views on the concept of TIF, the proposed creation of a TIF District and its boundaries, the proposed TIF Plan, and the benefits to the municipality. The public hearing must adhere to the requirements of the Sunshine Act of 1986, as amended¹¹. Notice of the public hearing will be advertised in a newspaper of general circulation not less than 30 days before the date of the hearing and will be provided by first class mail to the governing body of any municipality or school district that levies property taxes within the proposed TIF District¹².

TIF District Creation Not earlier than three weeks after the public hearing, the governing body which held the public hearing will adopt a resolution, which accomplishes the following:

- Describes the boundaries of the TIF District.
- Creates the TIF District as of a given date.
- Assigns a name to the TIF District.
- Contains findings in accordance with the Act, including:
 - The TIF District is a contiguous geographical area.
 - Improvement of the area is likely to enhance the value of the real property in the TIF District.
 - The aggregate value of equalized taxable property of the TIF District, plus all existing Districts, does not exceed 10% of the total value of equalized taxable property within the sponsoring municipality.
 - The TIF District as a whole has not experienced adequate growth and development by private enterprise and would not reasonably be anticipated to be adequately developed without the adoption of the TIF Plan.
 - A feasible method exists for relocation, if necessary.
 - The project plan conforms to the Municipal or County Comprehensive Plan.
 - The TIF Plan conforms to the municipal or county master plan, if any.
 - The TIF Plan will afford maximum opportunity for the rehabilitation of the TIF District by private enterprise.
 - The TIF District is a blighted area containing characteristics of blight, as described in the Urban Redevelopment Law, and the project to be undertaken is necessary to eliminate such blighting conditions.

¹⁰ See Section 6930.5(a)(7)

¹¹ 65 P.S. Section 701, et seq.

¹² See Section 6930.5(a)(5)

Issuance of Debt The RAAC will issue the TIF obligations. A Cooperation Agreement between RAAC and the affected taxing bodies will be executed at closing of the TIF.

Annual Report For the duration of the TIF District, an annual report will be provided by the developer, no later than the 1st of October, giving a detailed status report on the development outlined in the TIF Plan (Annual Report Template is included in Attachment C of the TIF Application).

Termination A TIF District will terminate when the positive tax increments are no longer allocable to the TIF District or the governing body of the municipality which created the TIF District, by resolution, dissolves the TIF District, providing no bonds or notes for the District remain outstanding¹³.

FINANCIAL TERMS

Rate of Participation In order to permit the taxing bodies to realize some immediate benefit from the development and to divert only that portion of the tax increment which is necessary to support a proposed project, the affected taxing bodies will be requested to participate in the TIF by pledging a limited percentage of the anticipated tax increment to the TIF. The rate of participation, or diversion rate, will contribute to the amount of TIF that will be provided to a project. Another factor affecting the amount of TIF is the anticipated incremental assessed value of the proposed development. The diversion rate which is established for a project will depend upon the anticipated impact of the project and will be set after ACED is satisfied that the developer has exhausted attempts at securing other funding.

Term Per the Act, TIF Districts may exist for a maximum of 20 years. Any debt obligations financed with the tax increments must be retired within this time period.

Interest Rate The interest rate is dependent upon the conditions of the capital markets and the credit enhancement provided for debt obligations.

Security The developer will be required to guarantee a minimum tax payment of 100% of the estimated increment irrespective of the percentage of participation in the project by the taxing bodies. Letters of credit, bond insurance or some other acceptable form of credit enhancement may be required as additional security for the obligation. TIF Bonds will not be supported by general obligations of the County or the RAAC. Other taxing bodies may choose to support the bond issue.

Minimum project size/bond issue Because of the costs associated with the TIF process and the issuance of debt obligations, the minimum project size is \$5 million and the

¹³ See Section 6930.8

minimum TIF financing is \$1 million. The Director of ACED may approve exceptions in cases where alternative financing is unavailable.

Taxable and Tax-Exempt issues The improvements financed with the proceeds of a TIF Bond may be publicly owned. If publicly owned and considered to be public improvements (benefiting more than one property owner), the project may qualify for tax-exempt financing.

Fees Various fees apply for deliverables throughout the process. A fee schedule is included in Attachment A of the TIF Application.

POLICY

The following section outlines the requirements governing the Allegheny County TIF Program. ‘General Requirements’ are those of the Act. ‘Specific Requirements’ are those which govern County sponsored TIF projects. ‘Evaluation Requirements’ are requirements addressed through the ACED TIF Application (Exhibit A) for all projects in which the RAAC is the issuing authority.

GENERAL REQUIREMENTS

TIF Districts must be contiguous geographic areas¹⁴ within certified Redevelopment Areas through the process set forth in the Urban Redevelopment Law. The boundaries of the TIF District must contain whole units of property assessed for general property tax purposes. Prior to the dissolution of a TIF district, no governing body may grant exemptions under the Local Economic Revitalization Tax Assistance (LERTA) Act of 1977¹⁵.

Under the Act, eligible TIF projects include commercial, industrial, and residential development. Any costs associated with the development of these projects are eligible to be financed with TIF including capital costs (construction, rehabilitation, demolition, acquisition of land, buildings and machinery), financing costs, professional services, administrative costs, relocation, organizational costs and costs associated with the creation and implementation of the TIF project¹⁶.

SPECIFIC REQUIREMENTS

For TIF District’s sponsored by Allegheny County the following requirements will govern the County’s participation:

¹⁴ See Section 6930.3.

¹⁵ See Section 6930.9.

¹⁶ See Section 6930.3.

- All developments must be consistent with the goals and objectives outlined in *Allegheny Places*, the Allegheny County comprehensive land use and growth management plan. Developments must also comply with all applicable local plans, ordinances and codes per the requirements of the Act. See Attachment D of the TIF Application or click [here](#) for the Development Projects – Checklist.
- Commercial/Industrial developments must leverage private investment (particularly in distressed communities), create and sustain quality jobs for County residents, generate a net increase in consumption by both creating new jobs and filling an unmet demand for commercial/industrial activity in the County, and generate sufficient revenue to support additional service requirements.
- Residential developments must increase housing options available to County residents, attract new residents into the County, balance an increase in new residents with tax revenue to support additional service requirements (both municipal and educational), and increase home ownership in the County by providing affordable housing opportunities.
- The County’s portion of revenues diverted to the TIF will only be utilized to support public infrastructure¹⁷ improvements necessary to facilitate private investment that benefits the public where project economics are unable to secure or support the necessary financing to undertake such improvements. The Pennsylvania Prevailing Wage Act will apply to the construction of all public infrastructure supported by County funds.
- Allegheny County Prevailing Wage Legislation¹⁸ applies to all TIFs where the County is a participant (see Exhibit C for Prevailing Wage Legislation).
- The diversion of incremental County real property tax revenues will only be to the extent necessary to make a development viable and at a maximum rate of 60%. Developments located in County strategic investment areas¹⁹ that create significant economic impact or feature significant elements of sustainable design, can have a maximum participation rate of 75%.
- Project developers are encouraged to engage local community groups, whether incorporated or not, to participate in the evaluation of proposed developments. Where applicable, meetings will be held to provide the opportunity for community groups to interact directly with project developers. Execution of any agreement on community engagement will be incorporated as an addendum to the Funding and Development Agreement with the RAAC.

¹⁷ For purposes of this document, “public infrastructure” will be generally defined as those publicly owned and dedicated structures and facilities on which the continuance and growth of a community depend, including, but not strictly limited to, streets, roadways, road surfaces, bridges, tunnels, easements, right-of-ways, parking facilities, sanitary and stormwater sewers, curbs, sidewalks, water/power/cable conduits and drainage structures.

¹⁸ See Allegheny County Bill No. 5506-10 within Appendix D of the TIF Application.

¹⁹ County strategic investment areas include distressed communities, brownfield redevelopment sites and the PIT Airport Corridor.

- The developer will be required to enter into a Funding and Development Agreement with the RAAC, whereby the RAAC agrees to finance the TIF public improvements constructed by the developer and the developer agrees to incorporate project elements agreed to with the RAAC. Any agreement that results from the developer's interaction with local community groups will be attached as addendum to this agreement. The Funding and Development Agreement may also include an indication of the developer's willingness to guarantee a minimum tax payment during the term of the TIF to support the obligation, irrespective of the completed assessment of the development and the millage rates (or changes thereto) of the affected taxing bodies.

EVALUATION REQUIREMENTS

As described above, Applicants must submit a completed TIF Application along with an Indemnification Letter, a completed Development Projects – Checklist, a Reserve Agreement and application fee to ACED prior to consideration of a TIF. The form will provide the ACED with some of the information necessary to determine the initial general eligibility of the development and to establish some of the terms for the structure of the proposed TIF. If the project is deemed generally eligible based upon RAAC's initial review, the Applicant must make a payment in the Project Development Account. The requirements of the submission include an agreement to fund all costs and expenses rendered or incurred by RAAC in connection with the TIF process, including paying for a Basic Conditions Report (if necessary), an independent Market Study and Development Impact Analysis.

In general, the following criteria will be used to complete this evaluation:

Economic and fiscal impact of the new development. The number, type, and wages of the employment to be created, impact on competition and neighboring businesses, and projected tax revenue.

Demonstration of need for TIF. A developer must submit a signed affidavit to the TIF Application certifying that the project cannot proceed without the TIF and provide supporting documentation justifying the need for and the amount of financing requested. The amount of public infrastructure required to facilitate the development must be provided. Developers may be required to provide a justification based on profit, return on investment or other measure deemed appropriate.

Value Added. The extent to which the development will add value to the local economy and avoid shifting of resources within the County. Also, the extent to which the development satisfies an unmet demand for a product or service in the region.

Private investment leverage. The ratio of private to public investment.

Development type (commercial, industrial, residential). Developments which involve the development of new office, high technology, manufacturing facilities are more likely to create high wage jobs, and therefore, have a significant economic impact on the regional economy. TIF for retail developments, which generally create large numbers of lower wage jobs compared to other sectors, will be avoided.

Development location. The development must be consistent with the goals and objectives outlined in *Allegheny Places*, the Allegheny County comprehensive land use and growth management plan, and all applicable local plans, ordinances and codes. Developments within county strategic investment areas (distressed communities, brownfield redevelopment sites and the PIT Airport Corridor) or those featuring significant elements of sustainable design will receive greater weight during the evaluation.

Project developer experience. The ability of the developer to undertake and complete the project, provide the guarantees or credit enhancements necessary to support the requested financing and the risk associated with the overall development of the project (i.e. amount of pre-leased space, the market feasibility of the project) will also be considered.

Other Relevant Criteria. Additional development criteria will be considered at the discretion of ACED. One such criteria is sustainable development which is referenced in Exhibit B.

**Attachment A
TIF APPLICATION**



ALLEGHENY COUNTY
ECONOMIC DEVELOPMENT

ALLEGHENY COUNTY TAX INCREMENT FINANCING PROGRAM APPLICATION

Rich Fitzgerald
County Executive

Robert Hurley
Director, Allegheny County Economic Development

Introduction

As you're completing this form, please make note of a few things:

- 1) You will only be able to enter your answers where you see a highlighted () field.
- 2) If you need more space than is provided, please add a page.
- 3) A hard copy of this document, with original signatures, will need to be sent to:

Mr. Maurice Strul
Allegheny County Economic Development
One Chatham Center, Suite 900
112 Washington Place
Pittsburgh, PA 15219

If you have any questions, please feel free to contact Maurice Strul at (412) 350-1051.

Applicant Checklist

Provide the following documents: (Check Box of the Documents Included)

- Legal Description of Project Site
- Site Photographs
- Preliminary Site Plan and Rendering
- Proof of Site Control:
 - (a) Property Deed or
Purchase Option Contract
 - or*
 - (b) Lease or Lease Proposal/Option Contract/Letter of Intent
- Letter of Interest From Financing Sources
- Supporting Documentation for Project Costs
- Opinion Letter From Local Municipal Planning Department
- Allegheny Places Comprehensive Plan - [Development Projects Checklist](#)

DATE

I. Applicant Information:

1. Name of Applicant:
2. Business Name and Address:
3. Phone Number:
4. Fax Number:
5. E-Mail Address:

Allegheny County TIF Application

6. Type of Business Entity: Sole Proprietorship Partnership
 Corporation Other
 Limited Liability Corporation
7. Please provide a development history by identifying past projects you have completed with a focus on similar developments if applicable:
8. Please list other members of your development team and subcontractors:

II. Project Location:

1. Municipality:
2. School District:
3. Municipal address or location description (if an address is not available) of the project:
4. Currently, does the Applicant own or lease the property? (Check one)
 Own Lease Neither
5. At project completion, who will occupy (operate business on) the site? (Check one)
 Owner Renter Other

If other, please explain:

Allegheny County TIF Application

6. Evidence of Site Control:

A. If the Applicant owns the development site, attach a copy of the Applicant’s deed. Also indicate:

Mortgage Holder(s):

Name, address, and phone numbers of other persons or entities having an ownership interest in property to be redeveloped, if applicable:

Name:	Name:	Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Name:	Name:	Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:

B. If the Applicant has a contract or option to purchase the development site, attach a copy of the purchase/option contract. Also indicate:

Date contract was signed:

Closing/expiration date:

7. Owner Affidavit: If the Applicant currently leases or plans to lease the property, have the owner (and all entities having ownership interest in the property) sign the attached Owner’s Consent Letter.

Legal name of Owner as noted on the deed(s):	
Owner’s name:	
Owner’s address:	
Owner’s phone number:	

III. Project Description

1. Can this project move forward without Tax Increment Financing? Yes No

If not, please explain why?

2. Indicate the total amount of TIF assistance requested (in current dollars): \$
3. What other sources of funding will be used to fund the project. Please be specific with known sources.

4. Has any other government assistance (grants, tax incentives, or other economic benefits) been provided to the Applicant or the property or has an application been made? (Check one): Yes No

If so, describe the type and amount of assistance provided or the status of the application:

- 5.

Construction Start Date:	
Build Out Schedule:	

6. Project Narrative: Please provide a broad overview of the project.

* Please attach a preliminary site plan and rendering to illustrate the proposed development.

Allegheny County TIF Application

7. Land Area (acres) of development site:

Current: acres

Proposed: acres

8. Land Use. Check the appropriate boxes for existing or proposed land use of the redevelopment site and indicate the building areas dedicated to each use.

<u>Category</u>	<u>Building Area</u>			
	<u>Existing</u>	<u>Proposed</u>	<u>Existing SF</u>	<u>Proposed SF</u>
Retail	<input type="checkbox"/>	<input type="checkbox"/>		
Office	<input type="checkbox"/>	<input type="checkbox"/>		
Other Commercial	<input type="checkbox"/>	<input type="checkbox"/>		
Residential	<input type="checkbox"/>	<input type="checkbox"/>		
Mixed-Use Commercial/Residential	<input type="checkbox"/>	<input type="checkbox"/>		
Industrial/Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>		
Warehouse	<input type="checkbox"/>	<input type="checkbox"/>		
Other:	<input type="checkbox"/>	<input type="checkbox"/>		

9. *(For Residential Mixed-Use Properties Only)*

Allegheny County TIF Guidelines state that “Residential Projects must increase housing options available to County residents, attract new residents into the County, balance an increase in new residents with tax revenue to support additional service requirements (both municipal and educational), and increase home ownership in the County by providing affordable housing opportunities”. How does this residential development meet this guideline?

Allegheny County TIF Application

Residential Unit Breakdown

Unit Style	No. of Units	No. of Rooms	No. of Bedrooms	No. of Bathrooms	Avg Sq. Ft.	Avg. Rent	Avg. Sale Price
A							
B							
C							
D							
E							
TOTAL:				AVERAGE:		\$	\$

10. Public Infrastructure Improvements:

Item	Estimated Cost
Total:	\$

* Please attach a preliminary plan to illustrate the proposed public improvements (highlighting those funded with TIF proceeds).

11. Job Creation/Retention. List the current and projected number of part-time and full-time jobs before and after project completion.

	Current	Projected
Full Time Employees:		
Part Time Employees:		
Construction Related Jobs:		
Total Employees:		

12. Does the Project Include the Hiring of MBE/WBE Contractors and Employees, as described in the RAAC MWDBE Policy? Yes No

Allegheny County TIF Application

13. Has this project been reviewed by local planning? Yes No

*Please provide an opinion letter from local planning.

14. Will the Applicant actively engage local community groups, whether incorporated or not, to participate in the evaluation of proposed developments?

Yes No

15. Will the Applicant pay for an independent Market Study and Development Impact Analysis?

Yes No

16. Will the Applicant pay for the Basic Conditions Report?

Yes No

17. Will the Applicant pay for the preparation of the TIF Plan?

Yes No

18. Other Comments (Please add any other comments in support of this Application):

19. Signature

I, the undersigned, affirm that the descriptions, numerical and financial estimates, and all other information concerning the proposed development I have provided in this application are true and complete to the best of my knowledge. I have read and understood the requirements described in this application. Furthermore, I certify that I am authorized to initiate the TIF process on behalf of the development described.

Signed: _____ Date:

Title:
(Applicant)

Allegheny County TIF Application

SOURCES OF FUNDING

Has permanent financing been secured?

Yes No

Sources	Amount	Notes
Equity	\$	
Construction Financing	\$	Rate: %
Other Sources (Specify in notes)	\$	
Other Sources (Specify in notes)	\$	
Other Sources (Specify in notes)	\$	
Other Sources (Specify in notes)	\$	
Other Sources (Specify in notes)	\$	
Other Sources (Specify in notes)	\$	
TOTAL SOURCES	\$	

USES OF FUNDING/PROJECT BUDGET

Uses - Land Costs	Private Equity	Private Financing	Other	Public Loans	Public Grants	TIF	Total
Land Acquisition and Preparation							\$
Demolition/Site Preparation							\$
Environmental Remediation							\$
Earthwork/Grading/Site Preparation							\$
Utility Hook-Ups							\$
Parking Areas/Private Streets							\$
On-Site Improvement							\$
Landscaping							\$
On-site Public Improvements							\$
Off-site Public Improvements							\$
Other (Specify:)							\$
Subtotal	\$	\$	\$	\$	\$	\$	\$

Allegheny County TIF Application

Uses - Hard Costs	Private Equity	Private Financing	Other	Public Loans	Public Grants	TIF	Total
Building Construction/Rehabilitation							\$
General Conditions							\$
General Contractor Overhead/Profit							\$
Other (Specify:)							\$
Subtotal	\$	\$	\$	\$	\$	\$	\$
Uses - Soft Costs							
Environmental Studies							\$
Construction Period Taxes/Insurance							\$
Construction Period Interest							\$
Professional Fees							\$
Financing Fees							\$
Marketing/Leasing Fees & Commissions							\$
Reserve Accounts							\$
Developers Fees							\$
Project Contingency							\$
Other (Specify:)							\$
Subtotal	\$	\$	\$	\$	\$	\$	\$
TOTAL USES	\$	\$	\$	\$	\$	\$	\$

**ATTACHMENT A
FEE SCHEDULE**

TIF Fee Schedule

Applicant Deposit into the Project Development Account \$25,000

Fees Incurred During the TIF Process

Application Fee	\$ 1,000
Basic Conditions Report (Preparation Fee)	As negotiated
TIF Plan (Preparation Fee)	\$20,000
Bond Counsel	As negotiated
Market and Development Impact Study	As negotiated

Financing Issuance Costs

RAAC Debt Issuance Fee (Payable at closing)	2% of Issuance Amount
RAAC Annual Administration Fee (First annual fee payable at closing)	\$20,000
RAAC Solicitor Fee	Up to \$15,000
Bond Counsel	As negotiated
Trustee Fees (Initial and annual)	As negotiated

All fees and deposits should be made payable to the Redevelopment Authority of Allegheny County

Payment of any fee does not guarantee project approval by the County, RAAC, or any affected taxing body.

The fees notated above are standard fees, but may be subject to change for a nonstandard request.

Fees may be eligible for recapture upon successful financing of the TIF project.

Application will not be accepted or reviewed until the Applicant deposit to the Project Development Account is received along with the signed reserve agreement and indemnification. Additional deposits to the Project Development Account will be required if the balance of the account goes below \$5,000. Unexpended funds will be returned to the Applicant at the end of the legislative process.

**ATTACHMENT B
INDEMNIFICATION LETTER**

DATE

Mr. Robert Hurley, Director
Redevelopment Authority of Allegheny County
One Chatham Center, Suite 900
112 Washington Place
Pittsburgh, PA 15219

Re: Tax Increment Financing Application

Dear Mr. Davin:

On behalf of _____ (the "Applicant"), I am submitting a TIF Application relating to the proposed _____ Project (the "Project").

- The Applicant understands that many of the terms and conditions of the Authority's respective rights and responsibilities are set forth in the Tax Increment Financing Program Instructions, the various agreements between the Authority and the taxing bodies, the financing documents and the Developer's Agreement between the Authority and the Applicant. By submitting the TIF Application, the Applicant is asking the Authority to consider the issuance of its bonds or other debt instruments (the "Obligations") to assist in the financing for our anticipated project. We acknowledge that the proposed financing will be of substantial benefit to our company as the Applicant. As a consequence we agree to the following conditions, which are in addition to those set forth in the Tax Increment Financing Program instructions and the other documents named above.

-

In connection with the following—

- (1) the financing of the Project;
- (2) the contracts for the construction of the Project or the purchase of material or supplies or services for the Project;
- (3) any act of the Applicant or the failure of the Applicant or any of its agents or employees to fulfill any duty toward the Authority or toward the public or toward any

Allegheny County TIF Application

person or persons whomsoever the Authority or the Applicant may owe in connection with the Project or the site thereof, and

(4) the proposed issuing of any bonds or debt, the actual issuing of any bonds or debt or the process associated with issuing the bonds or debt—
the Applicant agrees to, release the Authority from, agrees that the Authority shall not be liable for, and agrees to hold the Authority harmless and indemnify it against, any claim, loss or damage to the Authority or any claim, injury, loss, or damage to the Applicant or a third party that may be occasioned by any cause whatsoever pertaining to the Project or the financing or the use thereof, whether such claims are made by a party to such contracts, by a seller of materials or supplies, by the Applicant, by any state, federal or local government, or any agency or instrumentality thereof, or by any third party.

For the purposes of this letter,

(a) "Authority" shall mean the Authority, its Board Members, Officers, Agents, servants and employees and Allegheny County Economic Development, its officers, employees and agents.

(b) "Applicant" shall mean the Applicant, its successors and assigns, parent or subsidiary entities, directors, members, officers, employees and agents.

Thank you for the Authority's consideration of this TIF Application.

Very truly yours,

By: Authorized Representative

**ATTACHMENT C
RESERVE AGREEMENT**

TIF PROJECT DEVELOPMENT ACCOUNT (RESERVE AGREEMENT)

THIS RESERVE AGREEMENT (this “Agreement”) is made as of the day of , 20 , by , a(n) (“Applicant”) to and in favor of **REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY**, a redevelopment authority existing under the Pennsylvania Urban Redevelopment Law (“Authority”).

RECITALS:

WHEREAS, Applicant has requested the staff of the Authority evaluate the feasibility of, and consider, undertaking certain efforts, including in conjunction with taxing bodies and/or other governmental entities, regarding an area or areas (the “Project Area”) located generally in , in the of , Allegheny County, Pennsylvania, which efforts may include or result in, without limitation, (i) designating some or all of the Project Area as in need of redevelopment, (ii) creating a “tax increment district”, under the Pennsylvania Tax Increment Financing Act, as amended (the “Act”), within the Project Area and/or (iii) adopting a “project plan” under the Act for the Project Area (a “Project Plan”); and

WHEREAS, Applicant has further requested the staff of the Authority that, after or during the course of the activities mentioned in the prior paragraph, that it evaluate the feasibility of issuing bond(s) and/or note(s) (the “Bonds”) to finance certain costs of and/or related to the Project Area, some or all of some of which Bonds may be issued by Authority in accordance with the Act; and

WHEREAS, in connection with the activities described above, Applicant has (or will) execute and deliver to the Authority a certain TIF Application (the “TIF Application”); and

WHEREAS, in consideration of Authority commencing the activities described above, Applicant has offered to enter into this Agreement and make certain deposits with Authority as provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

APPLICANT OBLIGATIONS

Section 1.1 PAYMENT OF COSTS. Applicant hereby absolutely agrees to pay and reimburse Authority for any and all costs, expenses, bills and charges rendered, billed or incurred by Authority related to, concerning, arising out of or in connection with its consideration, deliberation and/or evaluation of, and/or efforts related to (including in conjunction with taxing bodies and/or other governmental entities):

- (a) designating some or all of the Project Area as in need of redevelopment;
- (b) creating a “tax increment district”, under the Act within the Project Area;
- (c) developing and adopting a Project Plan, including engaging a third party consultant to perform a market impact and fiscal impact study of the of the Project Plan ;
- (d) the issuance of Bonds and/or facilitating any other financing and/or other transactions with regard to the Project Area (all of the activities described this paragraph, including in subparagraphs (a), (b),(c) and (d), are herein collectively called the “Project-Related Activities”); and
- (e) any and all costs listed in the TIF Application (including the fee schedule in Attachment A thereto).

All of the costs, expenses, bills and charges described in this Section 1.1 are herein called the “Costs”. The term “Costs” shall include, without limitation: (i) any costs, charges, fees and/or other sums payable by the Authority to any person or entity in connection with any of the Project-Related Activities (including (A) the fees and costs of bond counsel, the Authority solicitor and (B) the fees and costs of any underwriter or rating agency of any proposed Bonds or other financing transaction, (C) the fees and costs of any rating agency of or concerning the proposed Bonds, (D) the fees and costs regarding any escrow, filing, search, recording and/or registration, (E) all documentary stamp and other taxes and charges imposed and (F) all casualty liability, payment, performance or other insurance or bond premiums) and (G) any and/or costs, fees or other sums due and/or payable in connection with any actions, suits or proceedings, at equity or at law, in any state or federal forum, or before any national, federal, state, local or other government or political subdivision or any agency, authority, board, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic related to, concerning, arising out of or in connection with any of the Project-Related Activities; (ii) any costs, fees, service charges, commitment fees, fees or other sums due and/or payable to the Authority by Applicant at any time in connection with any of the Project-Related Activities; and (iii) any amounts required to be paid by Applicant under this Agreement.

Section 1.2 PAYMENT OF COSTS. Applicant shall pay all Costs, within ten (10) days after demand by Authority, without regard to the sufficiency of the funds in the Reserve (as such term is defined below) and/or the sufficiency of any funds in any other reserve as may be established with Authority. The insufficiency of any balance in the Reserve (or any other source) shall not relieve Applicant from fulfilling all covenants in this Agreement.

Section 1.3 NO OBLIGATION OF AUTHORITY. Nothing in this Agreement shall be construed in such a way as to require Authority to expend funds to pay any of the Costs or obligate Authority to make any timely demand to or from Applicant as to the payment of any Costs. Moreover, nothing in this Agreement shall be construed in such a way as to require Authority to sponsor, advocate, pass resolutions on, move forward on, or to otherwise make any particular effort toward, (i) designating any property, including in the Project Area, as in need of

redevelopment. (ii) creating any “tax increment district”, whether under the Act or otherwise, as to any property, including in the Project Area, (iii) adopting any Project Plan as to any property, including in the Project Area or (iv) issuing any Bonds and/or facilitate any other financing and/or other transactions with regard to any property, including in the Project Area

Section 1.4 OTHER OBLIGATIONS. Nothing contained in this Agreement shall in any manner whatsoever alter, impair or affect the obligations of Applicant, or relieve Applicant of any of its obligations to make payments and perform all of its other obligations required, under and/or in connection with any of the Project-Related Activities.

ARTICLE II

DEPOSITS TO THE RESERVE

Section 2.1 RESERVE.

(a) (i) Concurrently with the execution of this Agreement, Applicant shall deposit with Authority the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit").

(ii) Authority shall deposit the Initial Deposit in a non-interest-bearing escrow account (the "Escrow Account"; the Initial Deposit, and all other funds from time to time in the Escrow Account are collectively referred to as the "Reserve") with a bank, savings bank, savings and loan, credit union or other financial institution.

(b) Except as otherwise provided in this Agreement, Authority shall make disbursements from the Reserve, from time to time, to pay, or to reimburse Authority for the payment of, Costs.

(c) In the event that the balance of the Replacement Reserve is less than Five Thousand Dollars (\$5,000.00), within ten (10) days of any request by Authority, Applicant shall deposit sufficient funds in the Escrow Account so that the Reserve is no less than the sum of Twenty-Five Thousand Dollars (\$25,000.00).

(d) From time to time upon the request of Applicant (but in no event more frequent than once per calendar month), Authority will deliver to Applicant a statement of activity as to the Escrow Account, including deposits and disbursement made, in form and content as determined from time to time by the applicable depository or Authority.

ARTICLE III

SECURITY INTEREST AND INDEMNIFICATION

Section 3.1 GRANT OF SECURITY INTEREST. Applicant hereby pledges, assigns and grants a security interest to Authority, as security for payment of its obligations to Authority under or in connection with this Agreement and any of the Project-Related Activities and the performance of all other terms, conditions and covenants of this Agreement and any other

documents related to the Project-Related Activities on Applicant's part to be paid and performed, in all of Applicant's right, title and interest in and to the Escrow Account and the Reserve, which security interest is prior to all other liens. Other than in connection with this Agreement, Applicant represents and warrants that it has not sold or otherwise conveyed the Escrow Account or the Reserve. The funds contained in the Reserve shall be under the sole dominion and control of Authority. The Reserve and Escrow Account and the funds therein shall not constitute a trust fund and may be commingled with other monies held by Authority. Authority or a designated representative of Authority shall have the sole right to make withdrawals from such accounts.

Section 3.2 PROHIBITION AGAINST FURTHER ENCUMBRANCE. Applicant shall not, without the prior consent of Authority, further pledge, assign or grant any security interest in the Reserve or funds contained in the Reserve Account or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any financing statements, except those naming Authority as the secured party, as may be filed by Authority with respect thereto.

Section 3.3 ASSIGNMENT OF THE RESERVES. Applicant understands and agrees that Authority is hereby authorized to assign this Agreement, any of its rights hereunder or in the Reserve and/or the Escrow Account to any transferee, including to any trustee or holder of any Bonds.

ARTICLE IV

RESERVE DISBURSEMENTS

Section 4.1 DISBURSEMENTS FROM RESERVES. Authority may disburse to any payee or obligee (including Authority) amounts from the Escrow Account, from time to time, to pay, or to reimburse Authority for the payment of, Costs (such disbursements herein called "Disbursements", or in the singular, a "Disbursement"). Notwithstanding the preceding, in no event shall Authority be required to disburse any amounts from the Escrow Account to pay Costs, including in the event where (i) any disbursement would cause the amount of funds remaining in the Escrow Account after any disbursement to be less than 125% of the then current-estimated Costs to be paid or (ii) any default exists under this Agreement or under any document related to the Project-Related Activities. Any failure to disburse sums from the Escrow Account or Reserve shall not affect Applicant's obligation to pay for Costs.

Section 4.2 FEES AND EXPENSES. In addition to any other fees payable by Applicant to Authority in connection with this Agreement, or otherwise, Applicant shall reimburse Authority within ten (10) days after demand all fees, charges, costs and expenses incurred by Authority in connection with the Escrow Account and/or any Disbursement (including any fees charged by the holder of such Escrow Account), including any inspection fees, check or transfer fees and account maintenance fees.

Section 4.3 NO WARRANTY BY AUTHORITY. Authority's disbursement of funds contained in the Reserve shall not be deemed a certification or warranty by Authority to any person that the Costs are appropriate or that the goods or services provided in exchange for the payments are good, sufficient or completed (including in accordance with any applicable laws).

Section 4.4 NO LIABILITY FOR DISBURSEMENT. Authority shall be liable or responsible for, and Applicant's obligations hereunder shall not be affected by: (i) the use which may be made of any Disbursement or for any acts or omissions of any beneficiary or payee thereof or thereunder; (ii) the form, validity, sufficiency, accuracy or genuineness of any documents presented for payment of any Disbursement (including without limitation any bill or invoice), or of any statement therein or endorsement thereon, even if any such documents, statements or endorsements should in fact prove to be in any or all respects invalid, insufficient, fraudulent, forged, inaccurate or untrue; (iii) any failure of any documents to bear any reference or adequate reference to Applicant, the Project Area or Bonds, or any other failure by the obligee or payee to comply fully with conditions required in order to receive payment; (iv) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any right to a Disbursement, or the rights or benefit thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (v) errors, omissions, interruptions, losses or delays in transmission or delivery of any messages by mail, cable, telegraph, telex, telephone or otherwise; (vi) any loss or delay in the transmission or otherwise of any document or draft required in order to effect a payment of a Disbursement; or (vii) any other circumstances whatsoever in making or failing to make payment of a Disbursement.

ARTICLE V

TERM OF RESERVE

Section 5.1 TERMINATION OF THE RESERVE. Upon the payment in full of all sums as may be due hereunder and termination of all Project-Related Activities, Authority shall disburse to Applicant all remaining funds in the Reserve.

ARTICLE VI

DEFAULTS

Section 6.1 EVENT OF DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder:

- (a) with respect to any term, covenant or provision set forth herein which specifically contains a notice requirement or grace period, if Applicant shall be in default under such term, covenant or condition after the giving of such notice or the expiration of such grace period;
- (b) if Applicant shall continue to be in default under any of the other terms, covenants or conditions of this Agreement not specified in subsection (a) above, for thirty (30) days after notice to Applicant from Authority; or
- (c) if there shall be a default under any obligation of Applicant to Authority, including under or in connection with the Project-Related Activities.

Section 6.2 LOSS OF RIGHTS TO DISBURSEMENTS. If an Event of Default exists, then Applicant shall immediately lose all of its rights to receive any disbursements from the Reserve unless and until there is payment in full of all sums as may be due hereunder.

ARTICLE VII

REMEDIES

Section 7.1 APPLICATION OF RESERVE FUNDS.

(a) Upon the occurrence of any Event of Default, Authority, in its sole discretion, may use the funds remaining in the Reserve (or any portion thereof) for any purpose, including but not limited to (i) repayment of any portion of any obligation of Applicant to Authority; (ii) reimbursement of Authority for any losses or expenses (including, without limitation, legal fees) suffered or incurred by Authority as a result of such Event of Default; or (iii) applying the funds in connection with exercising any and all rights and remedies available to Authority at law or in equity or under this Agreement.

(b) Nothing in this Agreement shall obligate Authority to apply all or any portion of the Reserve on account of any Event of Default or to repayment of any other obligation of Applicant to Authority or in any specific order of priority.

(c) Upon the occurrence of any Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to Authority against Applicant under this Agreement or in connection with any other obligation of Applicant to Authority may be exercised by Authority at any time and from time to time. Any such actions taken by Authority shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Authority may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Authority permitted by law, equity or contract. Without limiting the generality of the foregoing, upon the occurrence of any Event of Default, Applicant agrees that Authority is not subject to any "one action" or "election of remedies" law or rule.

(d) Neither any failure nor any delay on the part of Authority in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 GOVERNING LAW; VENUE. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Pennsylvania. **Applicant irrevocably: (a) agrees that Authority may bring suit, action or other legal proceedings arising out of this Agreement in Allegheny County, Pennsylvania; (b) consents**

to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which Applicant may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

Section 8.2 NOTICES. Any notices between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, or by nationally recognized overnight delivery service to either party at the respective addresses set forth below. Such notice shall be deemed effectively given as of the date received, as evidenced by the return receipt or delivery receipt or, if delivery is refused, two (2) days after the date of posting or one (1) business day after the date of deposit with the overnight delivery service.

If to Authority: Redevelopment Authority of Allegheny County
One Chatham Center, Suite 900
112 Washington Place
Pittsburgh, PA 15219
Attention: Director

With a copy to: Papernick & Gefsky, LLC
One Oxford Centre, 34th Floor
Pittsburgh, PA 15219
Stephen M. Papernick, Esq.

If to Applicant: _____

Section 8.3 DEPOSITORY. Authority shall not be liable for any loss or impairment of the Reserve or Escrow Fund if the loss or impairment results from the failure, insolvency, suspension or other business issue of, or related to, the applicable depository institution.

Section 8.4 ESCHEAT. The Escrow Fund shall be subject to the provisions of applicable laws pertaining to unclaimed property.

Section 8.5 SAVINGS CLAUSE. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been in the Agreement.

Section 8.6 MEMBERS NOT LIABLE. Applicant covenants and agrees that no director, officer, agent or employee of the Authority shall be liable to Applicant on account of any matter or thing whatsoever, including, but not limited to, any default or breach of this Agreement by Authority.

Section 8.7 SUCCESSORS AND ASSIGNS. The words “Authority” and “Applicant” include singular or plural, individual or corporate, and their respective heirs, successors and assigns, as the case may be. In the event Applicant consists of two or more individuals or two or more entities, all its obligations and liabilities hereunder shall be joint and several. Notwithstanding the foregoing, Applicant may not assign this Agreement, in whole or in part.

Allegheny County TIF Application

Section 8.8 AUTHORITY'S DISCRETION. Whenever pursuant to this Agreement, Authority exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Authority, the decision of Authority to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Authority and shall be final and conclusive.

Section 8.9 MODIFICATION, WAIVER IN WRITING. All notices, demands, waivers, consents or other communications required or permitted hereunder shall be in writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, nor consent to any departure by Applicant therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on, Applicant shall entitle Applicant to any other or future notice or demand in the same, similar or other circumstances.

Section 8.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.11 PRINCIPLES OF CONSTRUCTION. All references to sections and schedules are to sections and schedules in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined.

[NO FURTHER TEXT ON THIS PAGE]

Allegheny County TIF Application

IN WITNESS WHEREOF, Applicant has caused this Agreement to be duly executed by its duly authorized representative, all as of the day and year first above written.

[APPLICANT]

By: _____

Name/Title:

**ATTACHMENT D
ANNUAL REPORT TEMPLATE**

*Allegheny County Tax Increment Financing
Annual Status Report*

1. Total Project Costs (Including Private Development Costs & Infrastructure Costs):

2. Total square footage developed by product type (i.e. Industrial, Commercial, and Residential):

3. If total project costs, square footage developed, or the development schedule differed from the TIF Plan, please explain why:

4. Current vacancy rate by product type (i.e. Industrial, Commercial, and Residential):

5. Current number of employees working in the TIF District:

6. Planned Future Development & Cost (Include available acreage and development schedule)

7. Additional Comments:

**ATTACHMENT E
ALLEGHENY COUNTY COMPREHENSIVE PLAN (ALLEGHENY PLACES)
CONSISTENCY REVIEW – CHECKLIST**



ALLEGHENY COUNTY ECONOMIC DEVELOPMENT

Land Development Consistency Review – General Information

Development projects receiving County financial assistance will be evaluated for consistency with *Allegheny Places*. Applicants are encouraged to meet with Allegheny County Economic Development (ACED), Planning Division, as early in the design process as possible to discuss ways in which projects can be consistent.

Development project applications that require a consistency review must include enough information for ACED to thoroughly understand and evaluate the application. If an application has been submitted to the municipality or municipalities in which the project is located, please provide the same information (plans, reports and other materials) to ACED Planning Division. Applicants should also complete a “Development Projects Checklist” and submit it with the application. The checklist is available at www.alleghenyplaces.com on the Consistency page.

For Applicants who would like to meet with the County prior to making a formal submittal to the municipality, a sketch plan which includes or is accompanied by the following minimum information should be provided:

- a brief narrative describing the proposed project.
- a site plan, drawn to scale.
- names and addresses of the landowner, developer and Applicant.
- name of the firm that prepared the plan.
- location map, at scale, that clearly identifies the location of the property.
- north arrow.
- name of the municipality or municipalities where the project is located.
- significant natural and man-made features (e.g., floodplains, watercourses, tree masses, undermined areas, existing structures, etc.).
- a site analysis, prepared in accordance with §5.1.2 of the *Allegheny County Subdivision and Land Development Ordinance*.
- proposed street, parking, building and lot layout.
- existing zoning of subject property and zoning of adjacent property.
- approximate location and type of any existing utilities and easements.
- statement explaining the proposed method of water supply and sewage disposal.
- any other relevant information.

The *Allegheny County Subdivision and Land Development Ordinance* is also available at www.alleghenyplaces.com, in the eLibrary.

If you have any questions or require additional information please contact Ms. Kay Pierce, Manager, Planning Division, at 412-350-1030.

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

I. LAND USE PLAN (<i>Allegheny Places</i> , Chapt. 4A)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. Target development/redevelopment to a “Place” identified on the Future Land Use map²⁰?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES, identify the Place type²¹:			
a. Is the Place also a transit oriented development (TOD) overlay²² Place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If NO:			
a. Is it located in an infill area²³ identified on the Future Land Use map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is it located in a conservation or greenway area²⁴ identified on the Future Land Use map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i). If YES is the proposed use compatible? Explain:			
B. Located adjacent to or near a river?			
1. If YES, will public access to the riverfront be facilitated²⁵?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Other (explain):			

II. HISTORIC RESOURCES PLAN (<i>Allegheny Places</i> , Chapt. 4B)			
	YES	NO	N/A

²⁰ Map 4A.1; Pgs. 2-8

²¹ Pgs. 4A-2-8

²² Pgs. 4A-3; 4A-10, Obj. D

²³ Map 4A.1; Pgs. 4A-4, 6 and 9, Obj. B

²⁴ Map 4A.1; Pg. 4A-9, Obj. C

²⁵ Pgs. 2-1; 4A-1; 4A-7

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

1) Is/Will the proposed project:			
A. Target reinvestment to an historic area²⁶?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Impact an identified historic resource²⁷?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , identify:			
C. Include adaptive re-use or rehabilitation of an historic or community-significant structure or property²⁸?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , identify:			
D. Promote tourism²⁹?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Other (explain):			

²⁶ Pgs. 4B-14; 4B-19, Obj. B

²⁷ Pg. 4B-16, Obj. A; Pg. 4B-21, Obj. D

²⁸ Pgs. 4B-15; 4B-19, Obj. D

²⁹ Pg. 4B-20, Obj. D; Pg. 4C-21, Obj. J

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

III. ECONOMIC DEVELOPMENT PLAN (<i>Allegheny Places</i> , Chapt. 4C)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. Address a priority County development policy³⁰?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , list:			
B. Provide employment opportunities in Places identified in the Future Land Plan?			
1. If NO :			
a. Will it contribute to revitalization of existing downtowns and CBDs ³¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Will it reclaim a brownfield or reuse a greyfield site ³² ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Will it provide employment opportunities in low- to moderate income areas ³³ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Create employment opportunities in driver industries³⁴?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Be walkable and completely accessible³⁵?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Other (explain):			

IV. HOUSING PLAN (<i>Allegheny Places</i> , Chapt. 4D)
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³⁰ Pgs. 2-1; 4C-14, Obj. A
³¹ Pgs. 4C-11; 4C-14, Obj. A
³² Pgs. 1-2; 4A-7; 4C-14, Obj. A
³³ Pgs. 4C-12; 4C-15, Obj. B
³⁴ Pg. 4C-18
³⁵ Pg. 4C-19, Obj. G

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

	YES	NO	N/A
1) Is/Will the proposed project:			
A. Provide recommended housing³⁶ in Places identified on the Future Land Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES:			
a. Will any affordable housing be included ³⁷ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Will any visitable and/or accessible housing ³⁸ be included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Will any live-work housing be included ³⁹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Will energy-efficient housing be provided? ⁴⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If NO:			
a. Will new housing be provided or existing housing be rehabilitated in core communities ⁴¹ or infill areas ⁴² identified on the Future Land Use map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Other (explain):			

V. PARKS, OPEN SPACE, AND GREENWAYS (<i>Allegheny Places</i> , Chapt. 4E)			
	YES	NO	N/A
1) Is/Will the proposed project:			

³⁶ Pg. 4D-13, Table 4D.2

³⁷ Pgs. 4D-8; 4D-11, Obj. A and B;

³⁸ Pgs. 4D-10; 4D-11, Obj. B

³⁹ Pgs. 4D-12; 4D-13, Table 4D.2

⁴⁰ Pgs. 4D-10; 4D-13, Obj. E; 4L-10, Obj. D

⁴¹ Pgs. 4D-8 and 10;

⁴² Map 4A.1; Pg. 4D-12, Obj. C

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

A. Adjacent to a park identified on a Parks maps ⁴³ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES :			
a. Will pedestrian, bicycle and/or greenway connections be provided ⁴⁴ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Will any land be dedicated for park purposes ⁴⁵ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Adjacent to or in a greenway or Greenprint area identified on the Greenways Map ⁴⁶ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , will the identified area be protected ⁴⁷ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Adjacent to or near a river?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES :			
a. Will public access to the riverfront be provided ⁴⁸ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Will land and/or easements for riverfront linear parks and/or riparian buffers ⁴⁹ be provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Adjacent to or near a trail or mega greenway identified on the Trails map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , Will bike and/or pedestrian connections be provided ⁵⁰ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Include amenities such as park nodes or other public spaces ⁵¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Other (explain):			

⁴³ Maps 4E.1a-d

⁴⁴ Pgs. 4E-13; 4E-15, Obj. A; Pgs. 4A-4; 4I-41, Obj. A

⁴⁵ Pgs. 4E-20, Obj. C; 4E-21 – 22

⁴⁶ Map 4E.2

⁴⁷ Pgs. 4E-15, Obj. A; 4E-16, Obj. B; Chapt 4K, Objs. B, C, D

⁴⁸ Pgs. 4E-15; 4E-23, Obj. D.

⁴⁹ Pgs. 4E-10; 4E-23, Obj. D; Chapt. 4K, Objs. B, E, and F

⁵⁰ Map 4E.3; Pg. 4E-15, Obj. A

⁵¹ Pg. 4E-23, Table 4E.3

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

VI. RESOURCE EXTRACTION (<i>Allegheny Places</i> , Chapt. 4F)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. On or adjacent to a subsidence-prone area ⁵² ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Require remediation of surfaced-mined sites or spoil piles ⁵³ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Remediate waterways affected by abandoned mine drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Other (explain):			

VII. AGRICULTURAL RESOURCES (<i>Allegheny Places</i> , Chapt. 4G)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. In or adjacent to an identified agricultural security or easement area ⁵⁴ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , is the proposed use compatible with existing agricultural operations ⁵⁵ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Support existing or provide new sustainable agricultural industries ⁵⁶ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Other (explain):			

⁵² Pgs. 4F-3; 4F-4, Obj. B

⁵³ Pg. 4F-3

⁵⁴ Map 4G.1; Pg. 4G-1

⁵⁵ Pg. 4G-5, Obj. B

⁵⁶ Pgs. 4G-3; 4G-4, Obj. A

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

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VIII. COMMUNITY FACILITIES PLAN (<i>Allegheny Places</i> , Chapt. 4H)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. Served by any shared or multi-municipal community facilities or services⁵⁷?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES identify facility or service:			
2. If YES list municipalities:			
B. Located in an area with adequate fire, police, and other emergency services⁵⁸?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Located in a school district with sufficient resources⁵⁹?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Provide any facilities that serve elderly or disabled⁶⁰ populations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Provide community or public facilities that are easily accessible by mass transit⁶¹?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Other (explain):			
IX. TRANSPORTATION PLAN (<i>Allegheny Places</i> , Chapt. 4I)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. A transit oriented development (TOD) “Place” identified on the Future Land Use map⁶²?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁵⁷ Pgs. 4H-8; 4H-14, Obj. A

⁵⁸ Pg. 4H-8;

⁵⁹ Pgs. 4H-9; 4H-11, Obj. C

⁶⁰ Pg. 4H-12, Obj. F

⁶¹ Pg. 4H-12, Obj. G

⁶² Map 4A.1; Pg. 4I-36, Obj. D

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

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IX. TRANSPORTATION PLAN (<i>Allegheny Places</i> , Chapt. 4I)			
1. If NO , will the project be readily accessible via mass transit ⁶³ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Utilize demand-management strategies ⁶⁴ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , list:			
C. Be accessible by alternative transportation modes such as bicycle, pedestrian, and water ⁶⁵ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Require new public streets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , will “Complete Streets” ⁶⁶ be provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Require other transportation improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES :			
a. Will they support the development of a Place identified on the Future Land Use map ⁶⁷ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is it a transportation project identified on the Transportation Projects Map ⁶⁸ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Do they qualify for CMAQ Improvement Program ⁶⁹ funding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Will any funding strategies such as public-private partnerships ⁷⁰ be utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Will bicycle, pedestrian or water transportation facilities be provided or expanded ⁷¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁶³ Maps 4I.1, 4I.2, 4I.4

⁶⁴ Pgs. 4I-20, Table 4I.8; 4I-20, Obj. C; 4L-8, Obj. B

⁶⁵ Pgs. 4I-41, Objs. A & B; 4I-54, Obj. B

⁶⁶ Pg. 4I-13

⁶⁷ Map 4A.1; Pgs. 4I-14, Obj. A; 4I-15, Obj. B; 4I-35, Obj. A

⁶⁸ Map 4I-2

⁶⁹ Pgs. 4I-21 and 22, Table 4I.9

⁷⁰ Pg. 4I-22, Obj. G

⁷¹ Pg. 4I-41, Objs. A & B

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**
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IX. TRANSPORTATION PLAN (<i>Allegheny Places</i> , Chapt. 4I)			
F. Will any multi-modal connections be provided or enhanced ⁷² ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Other (explain):			

⁷² Pg. 4I-35, Obj. C

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

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- N/A = Not Applicable
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X. UTILITIES PLAN (<i>Allegheny Places</i> , Chapt. 4J)			
	YES	NO	N/A
1) Is/Will the proposed project:			
A. Located in a watershed with an adopted stormwater management plan ⁷³ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Utilize best management practices (BMPs) to control stormwater runoff ⁷⁴ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , describe:			
C. Require new public storm sewers, sanitary sewers, water lines or other related improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. If YES , are the proposed improvements required for development of a Place or redevelopment of an infill area identified on the Future Land Use map ⁷⁵ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If NO , will the proposed improvements alleviate existing combined sewer overflow (CSO) or sanitary sewer overflow (SSO) conditions ⁷⁶ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Other (explain):			

⁷³ Map J.3; Pgs. 4J.4; 4J-12, Table 4J.2; 4K-6; 4K-11; 4K-19

⁷⁴ Pgs. 4J-7, Obj. A; 4J-11, Obj. C

⁷⁵ Map 4A.1; Pgs. 4J-9, Obj. B; 4K-17, Obj. D

⁷⁶ Pgs. 4J-5; 4K-8; 4K-12

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

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- N/A = Not Applicable
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X1. ENVIRONMENTAL RESOURCES PLAN (<i>Allegheny Places</i> , Chapt. 4K)			
	YES	NO	N/A
1) Will the proposed project:			
A. Include any of the following measures to protect/improve air quality⁷⁷:			
1. Utilization of alternative energy sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. CMAQ-qualified projects or programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Transit oriented development?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Include any of the following measures to protect/improve water quality⁷⁸:			
1. Correction of wet weather conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Use of BMPs to manage stormwater runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Preservation of wetlands and/or riparian buffers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Preservation of steep wooded slopes above drainageways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Preservation or restoration of forested flood plains?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Include measures to preserve wildlife corridors and/or biodiversity areas⁷⁹?			
D. Disturb any landslide-prone soils or other geologically unstable slopes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Other (explain):			

⁷⁷ Pgs. 4K-1; 4K-10; 4K-13, Obj. A; 4K-17, Obj. D; Pg. 4L-6, Obj. A

⁷⁸ Pgs. 4K-8 – 12; 4K-15, Obj. B; 4K-16, Obj. C; 4K-18, Obj. E; 4K-19, Obj. F

⁷⁹ Maps 4E.2 and 4K.3; Pg. 4K-13, Obj. A

Allegheny Places Consistency Checklist: **LAND DEVELOPMENT**

www.alleghenyplaces.com

- N/A = Not Applicable
- Additional information may be provided on separate sheets

XII. ENERGY CONSERVATION PLAN (<i>Allegheny Places</i> , Chapt. 4L)			
	YES	NO	N/A
1) Will the proposed project:			
A. Include any of the following measures to advance sustainable and cost-effective use of energy:			
1. Utilization of renewable energy and/or alternative fuels ⁸⁰ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demand management programs ⁸¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Recycling and waste reduction programs ⁸² ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Utilization of energy efficient building techniques ⁸³ :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If YES , will the LEED certification program be implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Be accessible by mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Be accessible by multiple modes of transportation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Other (explain):			

⁸⁰ Pgs. 4L-6, Obj. A; 4L-2 -4; 4L-7; 4L-10, Obj. D

⁸¹ Pg. 4L-9, Table 4L.1

⁸² Pgs. 4L-2

⁸³ Pgs. 4L-1; 4L-4; 4L-10, Obj. D

EXHIBIT B
SUSTAINABILITY CRITERIA

SUSTAINABLE DEVELOPMENT CRITERIA

In order for a TIF District to be sponsored by Allegheny County, the project must meet certain requirements to be eligible for County participation. Typically, the County authorizes a maximum participation rate of 60% of incremental County real property tax revenues generated by the project. Projects that incorporate significant elements of sustainable design may be eligible for a maximum participation rate by the County of 75% of incremental real property tax revenues.

Sustainable design elements eligible for the additional incentive are those which are generally consistent with *Allegheny Places*⁸⁴, the Allegheny County Comprehensive plan, and which demonstrate environmental responsibility in project design, construction and operations. Applicants should clearly articulate their proposed sustainable design plans and practices in the narrative section of the Application. In order for an Applicant to be considered for an increased participation, the minimum requirements outlined in section “A” below must be met. To be considered for the maximum participation rate of 75%, the Applicant must meet at least one of the additional criteria outlined in section “B”. Please note, meeting the conditions stated below will not necessarily entitle the Applicant to receive TIF financing or entitle them to an increased participation if approved for TIF financing. ACED will evaluate these applications in accordance with the following criteria⁸⁵:

Sustainable Design Criteria:

A. Minimum Requirements to qualify (where applicable)

Stormwater Management – Use of stormwater best management practices such as on-site retention, filtration, infiltration, and recycling of stormwater runoff. The Applicant’s proposed stormwater best management practices must be clearly described in the application.

Building Materials & Construction Management - Use of sustainable, low emitting materials and implementation of a construction waste management system to recycle excess building material. A construction waste management plan must be included with the application.

Alternative Transportation – Provision of active transportation alternatives to vehicles including bikeways, sidewalks and transit. New streets should be “Complete Streets⁸⁶”. Links to existing and planned trail systems, bike racks/storage, designated parking areas for fuel efficient vehicles, and alternative work schedules are also encouraged.

⁸⁴ www.alleghenyplaces.com

⁸⁵ The Sustainable development criteria will be used to evaluate applications where not precluded by Federal or State Regulations.

⁸⁶ See *Allegheny Places*, pgs. 4I-13; 4I-21; 4I-41

Site Selection – Consistency with the goals and objectives outlined in *Allegheny Places*. Priority will be given to projects located in a County strategic investment area including distressed communities, Brownfield & gray field redevelopment sites and the PIT Airport Corridor⁸⁷.

B. Maximum Participation Criteria

On-Site Renewable Energy - Use of alternative, energy efficient systems such as fuel cells, green power, photovoltaic, wind energy, cogeneration, tri generation, hydropower, and geothermal.

Greenspace Preservation – Preservation of Greenways and GREENPRINT areas identified on the *Allegheny Places* Greenways map⁸⁸. Preservation of steep wooded slopes, landslide-prone areas, wooded and other undisturbed floodplains, wetlands, and conservation stream corridor is strongly encouraged.

Landscaping – Multi-purpose landscaping designed for stormwater management, increased energy efficiency of buildings, improved microclimate conditions in large paved areas, useable outdoor spaces, and aesthetic value. Roof top gardens / greenspaces, especially in urban settings, and use of native plants are strongly encouraged.

Building Systems & Operations – Installation of Energy Star or equivalent HVAC system; installation of WaterSense or equivalent product; use of sustainable cleaning materials, and occupancy sensors for lighting. Enhanced metering for utilities is also encouraged.

Regional Priority - Use of local contractors, suppliers, and materials to reduce emissions related to transport and travel, and to support the local economy.

⁸⁷ See *Allegheny Places*, pg. 2.1.

⁸⁸ *Allegheny Places* Map 4E.2

EXHIBIT C
ALLEGHENY COUNTY PREVAILING WAGE LEGISLATION

AN ORDINANCE

An Ordinance amending and supplementing the Allegheny County Code of Ordinances, Division 2: County Government Operations, through the creation of a new Chapter 280, entitled "Wages: County and County-subsidized Projects," to require contractors who provide building service and food services to Allegheny County to pay prevailing wages to employees employed pursuant to such contracts, and to require that building service, food service, grocery, and hotel employees employed on projects receiving County subsidies be paid prevailing wages.

The Council of the County of Allegheny hereby enacts as follows:

Section 1. Amendment of the Code

The Allegheny County Code of Ordinances, Division 2: County Government Operations, is hereby amended through the creation of a new Chapter 280, entitled "Wages: County and County-subsidized Projects," and comprised as follows:

§ 280-1. Applicability of Chapter to County service contracts.

- A. Every County Service Contract, as defined within this Chapter, shall comply with County of Allegheny and Commonwealth of Pennsylvania laws, ordinances, and regulations pertaining to the Pennsylvania Prevailing Wage Act of August 15, 1961; P.L. 987, No. 442, as amended August 9, 1963, P.L. 653, No. 342, 43 P.S. § 165-1 et seq. (West 1992 & Supp. 2004), and with the provisions of this Chapter.
- B. Every County Service Contract shall contain a provision stating the contractor and all of its subcontractors shall pay at least the applicable prevailing wages required by the terms of this Chapter, the Pennsylvania Prevailing Wage Act approved August 15, 1961, P.L. 987, No. 442, as amended August 9, 1963, P.L. 653, No. 342, 43 P.S. § 165-1 et seq. (West 1992 & Supp. 2004), and the regulations issued pursuant thereto. Every County Service Contract shall contain a provision stating that the County may, upon a finding of noncompliance as provided within this Chapter, withhold from any sums due to the contractor or to any subcontractor under that contract any amount necessary to allow for the payment of workers employed in the performance of any County Service Contract in accordance with the terms of this Chapter, or for public work subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961, P.L. 987, No. 442, as amended August 9, 1963, P.L. 653, No. 342, 43 P.S. § 165-1 et seq. (West 1992 & Supp. 2004), and the regulations issued pursuant thereto the difference between the wages required by the contract to be paid and the wages actually paid to such employees, and the County Controller may make such payments directly to the appropriate workers.
- C. The prevailing wages for each craft classification of workers needed to perform all

County Service Contracts, subject to the terms of this Chapter and, to the extent applicable, the Pennsylvania Prevailing Wage Act approved August 15, 1961 P.L. 987, No. 442, as amended August 9, 1963, P.L. 653, No. 342, 43 P.S. § 165-1 et seq. (West 1992 & Supp. 2004), and the regulations issued pursuant thereto shall be incorporated into and made a part of the contract.

- D. Every County Service Contract shall contain a provision stating the contractor shall require all subcontractors to comply with and be bound by all provisions of this section as if they, themselves, were contractors.

§ 280-2. Prevailing Wages Required.

- A. Building service and food service employees shall be paid at least the prevailing wage according to their job classification for all work performed pursuant to a County service contract.
- B. Building service, food service, hotel, and grocery employees shall be paid at least the prevailing wage according to their job classification for all work performed on or related to projects that will receive a County subsidy approved after this ordinance takes effect, provided such employees work on the project at least fifty (50) hours per year. With respect to building service and food service employees, developers, owners, managers, and contractors shall be obligated to ensure that such employees are paid a prevailing wage.

§280-3. Definitions.

- A. "Building service employee" shall mean a person performing work in connection with the care and maintenance of property, including but not limited to watchman, security officer, concierge, doorperson, cleaner, janitor, custodian, superintendent, porter, engineer, maintenance person, handyperson, elevator operator, elevator starter, window cleaner, and groundskeeper.
- B. "Food service employee" shall mean a person performing work in connection with the preparation and service of food and beverages, including but not limited to cafeteria attendant, line attendant, cook, preparatory cook, butcher, baker, server, cashier, catering worker, dining attendant, dishwasher, food or merchandise vendor, pantry worker, waiter, and waitress, but shall exclude employees directly employed by independently-owned restaurants other than cafeterias.
- C. "Hotel employee" shall mean a person performing work in connection with the care and maintenance of hotels and servicing of hotel guests, including but not limited to housekeeper, kitchen employee, laundry employee, room attendant, house attendant, public area attendant, turndown attendant, bell attendant, door attendant, driver, telephone operator, server, bus attendant, bartender, cashier, host, concierge, reservation attendant, and front desk attendant.
- D. "Grocery employee" shall mean a person performing work in connection with the preparation and selling of merchandise in grocery stores, including but not limited to

chief meat cutter, assistant chief meat cutter, meat cutter, apprentice meat cutter, wrapper, manager, assistant manager, lead, front-end coordinator, clerk, chef, cook, baker, cake decorator, and receiver.

- E. "Building service work" for purposes of subsection 280-3.G. shall mean work in connection with the care and maintenance of (1) commercial office and institutional buildings of at least one hundred thousand (100,000) square feet; (2) commercial office and institutional complexes totaling at least one hundred thousand (100,000) square feet; and (3) residential buildings of at least fifty (50) units or more. The determination of the minimum square footage and minimum number of units shall be made at the time the contract is put out for bid.
- F. "Food service work" for purposes of subsection 280-3.G. shall mean work in connection with the preparation and service of food and beverages in cafeterias in (1) commercial office and institutional buildings of at least one hundred thousand (100,000) square feet; and (2) commercial office and institutional complexes totaling at least one hundred thousand (100,000) square feet. "Food service work" shall not include direct employment in independently-owned restaurants other than cafeterias. The determination of the minimum square footage shall be made at the time the contract is put out for bid.
- G. "County service contract" shall mean any contract for the performance of building service or food service work entered into by (I) the County with any contractor, and (2) any contract to perform building service or food service work for the County. "County service contract" shall also mean any subcontract for building service or food service work, regardless of whether the primary contract is for such work.
- H. "County subsidy" shall mean any grant, loan that is forgiven or discounted below the market rate over the life of the loan, bond financing, infrastructure improvements related to a project, below-market sale or lease of property, or other form of financial assistance related to a project with an aggregate value of at least one hundred thousand dollars (\$100,000) but shall not include an educational or training grant. For purposes of determining whether the assistance threshold is met, all affiliates, controlled organizations, controlling organizations, and/or organizations having an identity of interest with the assistance recipient shall be treated as a single entity. Market value shall be determined by a third party that shall not include the County or the County subsidy recipient.
- I. "County" shall mean Allegheny County and any related County agency, department, or authority.
- J. "Project" for purposes of §280-2.B. shall mean any of the following: (I) a commercial office building of at least one hundred thousand (100,000) square feet, or a commercial office complex totaling at least one hundred thousand (100,000) square feet; (2) a residential building of at least fifty (50) units; (3) a building of at least one hundred thousand (100,000) square feet containing commercial office space and residential units; (4) a hotel or motel of at least one hundred thousand (100,000) square feet; (5) a building of at least one hundred thousand (100,000) square feet containing hotel or motel units and residential units; (6) a building of at least one hundred thousand (100,000) square feet containing hotel or motel units and commercial office space; (7) a store having grocery sales floor area (selling items which are commonly found in a grocery store) space of at

least twenty five thousand (25,000) square feet; (8) a shopping mall of at least one hundred thousand (100,000) square feet; and (9) a sports stadium, performance hall or amphitheater larger than one hundred thousand (100,000) square feet. The determination of the minimum square footage and minimum units shall be updated to reflect any expansion of the Project, including any additional phase in a multi-phase Project. "Complex" shall mean two or more buildings that are commonly owned managed or operated and either (a) in close physical proximity; or (b) developed pursuant to a common development plan or financed pursuant to a common plan of financing. All affiliates, controlled entities, controlling entities, agents, successors, and assigns shall be considered to be a single entity for the purposes of determining common ownership, management, or operation.

K. "Prevailing wage" shall mean:

1. for building service and food service employee (a) the aggregate of (i) the higher of either the wage paid to the median number of employees in the job classification at similar locations in the County, or the wages determined by the Secretary of Labor for the job classification under the Service Contract Act, 41 U.S.C §351 et seq.; and (ii) the higher of either the additional benefits given to the median number of employees in the job classification at similar locations in the County, which shall be converted to an hourly wage supplement, or the additional benefits determined by the Secretary of Labor for the job classification under the Service Contract Act, 41 U.S.C. §351 et seq.; and (b) the greater amount of either (i) the paid leave provided to the median number of employees in the job classification at similar locations in the County, which shall not be converted to an hourly wage supplement, or (ii) the paid leave determined by the Secretary of Labor for the job classification under the Service Contractor Act, 41 U.S.C. §351 et seq.
"Similar locations" for (a) building service workers in commercial or institutional buildings, shopping malls, and sports stadiums shall mean commercial office buildings of at least one hundred thousand (100,000) square feet; (b) building service workers in residential buildings shall mean residential buildings of at least fifty (50) units; and (c) for food service workers shall mean cafeterias in commercial office or institutional buildings of at least one hundred thousand (100,000) square feet.
2. for hotel employee (a) the aggregate of (i) the wage paid to the median number of employees in the job classification in hotels of at least one hundred thousand (100,000) square feet in the County; and (ii) the additional benefits given to the median number of employees in the job classification in hotels of at least one hundred thousand (100,000) square feet in the County, which shall be converted to an hourly wage supplement; and (b) the paid leave provided to the median number of employees in the job classification in hotels of at least one hundred thousand (100,000) square feet in the County, which shall not be converted to an hourly wage supplement.
3. for grocery employee the (a) aggregate of (i) the wage paid to the median number of employees in the job classification in grocery stores in the County having grocery space of at least thirty thousand (30,000) square feet; and (ii) the

additional benefits given to the median number of workers in the job classification at grocery stores in the County having grocery space of at least thirty thousand (30,000) square feet, which shall be converted to an hourly wage supplement; and (b) the paid leave provided to the median number of employees in the job classification in grocery stores in the County having retail space of at least thirty thousand (30,000) square feet, which shall not be converted to an hourly wage supplement.

4. for all classifications of employees described above in subsections (1)-(3), the prevailing wage shall mean the higher of either the prevailing wage determined pursuant to subsections (1)-(3), or the wage required by any other provision in the Allegheny County Code of Ordinances for such classification.
- L. "Institution" shall mean a group of buildings or structures that are under common or related ownership, that are located in a contiguous area, notwithstanding rights-of-ways; that contain two (2) or more different uses as integral parts of the functions of the organization, such that different structures contain different primary uses; and that contain a combined minimum of one hundred thousand (100,000) total square feet of gross floor area.
- M. "Complex" shall mean two or more buildings that are commonly owned managed or operated and either (a) in close physical proximity; or (b) developed pursuant to a common development plan or financed pursuant to a common plan of financing. All affiliates, controlled entities, controlling entities, agents, successors, and assigns shall be considered to be a single entity for the purposes of determining common ownership, management, or operation.
- N. "Covered Employer" shall mean any employer obligated to pay employees a prevailing wage pursuant to the Allegheny County Code of Ordinances.

§280-4. Periodic wage determinations.

The Allegheny County Controller shall issue prevailing wage determinations at least once every 12 months, and as frequently as necessary to reflect any increases in the prevailing wage, and shall post such determinations on the official County web site. Wage rates of employees shall be increased accordingly, and in the case of County service contracts, the contractor's billable rate under the County service contract shall be increased accordingly.

§280-5. Required recordkeeping; confidentiality.

- A. Every covered employer shall keep an accurate record showing the name, address, job classification, wages and benefits paid or provided, and number of hours worked for each employee. The record shall be preserved for two (2) years from date of final payment. The records shall be available for inspection by the Controller or the Controller's authorized agent at all reasonable hours, and the covered employer shall permit the agents to interview employees during hours on the job.
- B. Every covered employer shall file yearly Federal Form WH-347 or its equivalent which

shall specify for each employee the employee's name, address, Social Security Number, job classification, hourly wage rate paid, the number of hours worked each day, the number of hours worked each week, all deductions made from gross pay, and net weekly pay, with the Controller or the Controller's authorized agent. Every covered employer shall file a statement yearly with the Controller or the Controller's authorized agent certifying that all workers have been paid no less than the wage required by their contract, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively, and that the job classification for each employee conforms with the work performed. Social security numbers shall be kept confidential by the Controller, unless otherwise required by law.

- C. The Controller must notify in writing all covered employers at least once every twelve (12) months of their obligation to file annually the Federal Form WH-347. The notification must include a copy of Federal Form WH-347 with instructions for completing the form, the dates that the completed form is due throughout the preceding 12 months, contact information for an employee within the Office of the Controller where questions can be referred, a notice of the penalties that can be assessed if the covered employer becomes non-compliant, and a poster no smaller than standard letter size that includes the name, address and telephone number of the Controller, the applicable prevailing wages for the job classifications at the covered employer, and a statement advising workers that if they have been paid less than the prevailing wage rate they may notify the Controller and request an investigation. The controller's failure to provide the previously described written notification to covered employers does not relieve covered employers of their obligation under this law.
- D. Every covered employer shall post at the job site in an area easily accessible by all employees the name, address and telephone number of the Controller, the applicable prevailing wages for the job classification, and a statement advising workers that if they have been paid less than the prevailing wage rate they may notify the Controller and request an investigation.

§280-6. Enforcement.

- A. Complaint procedure. Any individual or organization may file a complaint with the Controller for any violation of this section.
- B. Review and investigation. The Controller shall review and investigate the complaint and shall make a finding of compliance or noncompliance within (60) days of the complaint being filed, including a determination of whether an employer is covered by this law. The covered employer shall permit authorized agents of the Controller to observe work being performed upon the work site, to interview employees, and examine the books and records relating to the payrolls being investigated to determine whether or not the covered employer is in compliance with this section. Failure of The Controller to issue a finding of compliance or noncompliance does not relieve the covered employer of their obligations under this law.
- C. Finding of noncompliance. If at any time the Controller, upon investigation of a

complaint or upon independent investigation, finds that a violation of this section has occurred, it shall issue a finding of noncompliance and notice of corrective action to the covered employer. The finding of noncompliance shall specify the areas of noncompliance, indicate such corrective action as may be necessary to achieve compliance, and impose deadlines for achieving compliance.

- D. Dispute of finding of noncompliance. A covered employer may dispute a finding of noncompliance and notice of corrective action by requesting a hearing within thirty (30) days of the date of the finding. The Controller shall appoint a hearing officer, who shall affirm or reverse the finding of noncompliance based upon evidence presented by the applicable department and the covered employer. Where the finding of noncompliance and notice of corrective action requires wage restitution, the covered employer must, as a precondition to a request for a hearing, provide evidence that such wages have either been paid or placed into an escrow account for the satisfaction of the judgment of the hearing officer. A covered employer who does not request a hearing, or who fails to pay or escrow wages as provided herein, waives the right to dispute a finding of noncompliance. A finding of noncompliance and notice of corrective action shall become final if either the covered employer fails to request a hearing within thirty (30) days as provided in this paragraph, or the hearing officer affirms such finding after a hearing.
- E. Referral for criminal investigation. If at any time the applicable department or Controller determines that a criminal violation may have occurred, including but not limited to a violation of the prohibition against unsworn falsification of statements to authorities, the applicable department or Controller shall refer the matter to the district attorney for criminal investigation.
- F. Subpoena powers. If necessary for the enforcement of this section, the Controller may issue subpoenas to compel the attendance and testimony of witnesses and production of books, papers, records and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of disobedience of a subpoena, the Controller shall apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the production of books, papers, records and documents, and other relief as the court deems appropriate.
- G. Retaliation barred. A covered employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the covered employer, its agents, the applicable department, or the Controller, to enforce his or her rights under this section. The Controller shall investigate allegations of retaliation or discrimination. If, after notice and an opportunity for a hearing, the allegations are found to be true, the Controller shall order appropriate relief, including reinstatement of a discharged employee with back pay. A covered employer may dispute a finding of retaliation or discrimination by requesting a hearing as provided in subsection D. above.
- H. Violation by a subcontractor of a covered employer shall also be deemed a violation by the covered employer.

§280-7. Sanctions.

- A. In the event the Controller or hearing officer determines that a covered employer has failed to comply for more than sixty (60) days after a notice of corrective action has become final, or in the event the hearing officer determines that any portion of a covered employer's dispute of a finding of noncompliance is frivolous or was brought for the purpose of delaying compliance, the Controller or hearing officer shall order the following penalties and relief: (1) wage restitution for the affected employee(s); (2) liquidated damages in the amount of three times the wages owed; (3) a directive to the applicable department to withhold any payments due the covered employer, and to apply such payments to the payment of fines or the restitution of wages; (4) attorneys fees; and (5) rescission of any County service contract.
- B. In the event that the Controller or hearing officer determines that a covered employer has willfully or more than twice in a three-year period failed to comply with this section, the Controller or hearing officer, in addition to the sanctions that may be imposed pursuant to subsection (A), shall (1) in the case of a County service contract, order debarment of the contractor pursuant to applicable law; and (2) in the case of a project receiving a County subsidy, order the payment of a fine in the amount of no less than thirty thousand dollars (\$30,000).

§280-8. Regulation.

The Controller may issue regulations to implement the provisions of this section.

Section 2. Effective date

The terms of this ordinance shall take effect sixty (60) days after approval.

Section 3. Severability

If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance, which shall be in full force and effect.

Section 4. Repealer

Any Resolution or Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.

PRIMARYSPONSOR: COUNCIL MEMBER ROBINSON

**CO-SPONSORS: PRESIDENTFITZGERALD, VICE PRESIDENTMARTONIAND
COUNCIL MEMBERS MACEY, FUTULES, FINNERTY, CLEARY, DeFAZIO, GREEN
HAWKINS, BURNAND ELLENBOGEN**