



# Neighborhood Façade Improvement Program

Southwest Neighborhood Revitalization Area  
City of Lancaster, Pennsylvania

## Program Application, Agreement, & Guidelines

Year 4 (2021-22)

Program administered by



**Lancaster Housing Opportunity Partnership**  
and the **SoWe (Southwest Lancaster) Neighborhood Leadership Board**

Program Coordinator:  
Alex Otthofer, Programs & Outreach Coordinator  
Lancaster City Alliance  
115 E. King Street  
Lancaster, PA 17602  
aotthofer@teamlanc.org  
(717) 696-6206

**SoWe Neighborhood Façade Improvement Program**

**APPLICATION**

Date: \_\_\_\_\_

Address of Property for which a Grant is Requested \_\_\_\_\_

Property Owner Name \_\_\_\_\_

Property Owner Address \_\_\_\_\_

Property Owner Phone Number(s) \_\_\_\_\_

Property Owner Email Address \_\_\_\_\_

Amount of Grant Sought (\$5,000 Maximum\*): \$ \_\_\_\_\_

Estimated Total Project Cost (if known): \$ \_\_\_\_\_

Anticipated Date of Project Commencement: \_\_\_\_\_

Anticipated Date of Project Completion: \_\_\_\_\_

*\*Corner properties may apply for a maximum grant of \$10,000.*

**DESCRIPTION OF PROJECT (Please provide in the space below or provide as an attachment.):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SoWe Neighborhood Façade Improvement Program

### AGREEMENT

The Property Owner, intending to be legally bound hereby, acknowledges and agrees to the following terms:

1. Definitions. When the following words are capitalized in this Application, Agreement and the accompanying Façade Improvement Program Guidelines, which are attached hereto as Exhibit A, they shall have the meaning described below.
  - (1) “Applicable Law” – all applicable zoning, urban renewal, historic preservation, and other laws and regulations of all governmental entities having jurisdiction over the Property Owner, the Project, and the Property Owner’s property, or otherwise
  - (2) “Committee” – the SoWe Neighborhood Façade Improvement Program Project Review Committee
  - (3) “Contractor” - a general contracting entity that will perform and complete all work on Property Owner’s FIP funded project
  - (4) “Disbursement” - The actual payout of the Grant upon completion of the Project within the allotted time and written request by either the Contractor within thirty (30) days after the Project is completed
  - (5) “Façade” – The face of a building or structural elevation fronting a public roadway or viewable from a right-of-way in the program’s target blocks, including side elevations and excluding the rear elevations
  - (6) “FIP” - Façade Improvement Program
  - (7) “Grant” - Disbursable monetary aid for the Property Owner’s Project
  - (8) “Grant Letter” - The notification sent by LCA to the Property Owner that the Property Owner’s Application and Project have been approved
  - (9) “LCA” - The Lancaster City Alliance
  - (10) “Match” - A payment by the Property Owner equaling a percentage of the total cost of the Project, that will be applied towards the total cost of the Project
  - (11) “Project” - A planned undertaking submitted by the Property Owner that furthers the objectives of the FIP
  - (12) “Project Manager” - The person designated by the LCA to work with all Property Owners seeking Grants to determine the feasibility of a proposed Project, review Applications, conduct pre-work meetings with Property Owners and Contractor, determine a respective Property Owner’s Match, and request Project status updates as necessary
  - (13) “Property Owner” - The owner of property, including: (1) solely residential property owned by a single family; (2) solely commercial property; (3) mixed residential/commercial property; (4) rental property; and (5) property owned by a not-for-profit organization, for which a Grant is requested from the LCA through submission of an Application and execution of this Agreement
2. Terms. By executing this Agreement, the Property Owner acknowledges that he or she has read and fully understands, and agrees to be bound by all of the terms of the Agreement and the accompanying Façade Improvement Program Guidelines, attached hereto as Exhibit A and incorporated herein by reference, in connection with the Property Owner’s Application.

3. Duty to Inform. All information contained in this Application is true and correct as of the date hereof, and the Property Owner's proposed Project satisfies all of the criteria set forth herein. Should any information contained herein subsequently become untrue or incorrect, in whole or in part, the Property Owner shall promptly inform the LCA in writing, with specificity, as to that item or those items of information which are no longer true and correct and explain the state of facts giving rise to such change.
  
4. Purpose. Any Grant made to the Property Owner pursuant to a Grant Letter shall be used solely for the purposes approved by the LCA in issuing the Grant Letter.
  
5. Applicable Law. The Property Owner's Project, as set forth in this Application (and any attachments hereto), as accepted in any Grant Letter delivered to the Property Owner, and as ultimately completed within the allotted time frame of six (6) months from the date of the Grant Letter, shall comply with Applicable Law. Property Owner acknowledges and agrees that the determination by the LCA to award a Grant to the Property Owner for his or her Project shall not constitute any judgment by, or opinion of, the LCA that the Property Owner's Project complies with Applicable Law. To the contrary, by submitting an Application, Property Owner specifically acknowledges that the LCA has no responsibility whatsoever to ensure that any Project complies with Applicable Law, and the Property Owner acknowledges and agrees that it is the sole responsibility of the Property Owner to ensure that his or her Project complies with Applicable Law. The Property Owner shall not rely, nor be entitled to rely, upon any approval, Grant, determination, inspection, or representation of the LCA regarding the Project's compliance with Applicable Law. The Property Owner shall not be entitled to any Grant in connection with a Project that does not comply with Applicable Law.
  
6. Non-Discrimination. The Property Owner and his or her Project shall not discriminate in any manner on the basis of race, creed, marital status, color, sex, age, religion, national origin or sexual preference, or physical handicap, as required by the laws of the United States and the Commonwealth of Pennsylvania.
  
7. Conditions to Disbursement. The Property Owner's Project must be completed within six (6) months from the date of the Grant Letter. No Disbursement will be made unless the Property Owner's Project has been approved by LCA through a Grant Letter, the Property Owner has remitted the applicable Match for the Project, the Project has been completed and, if applicable, the project has been inspected by City building code officials. The Property Owner hereby releases and waives any right whatsoever to bring against the LCA any claim, cause of action, suit or other civil action that is in whole or in part based in connection with the Project, or if the LCA rescinds the Grant Letter for the reasons contained in this Agreement, or otherwise. In the event a Property Owner's Project is not completed in the allotted time frame of six (6) months from the date of the Grant Letter, the Committee will refund the Match to the Property Owner.
  
8. Indemnity. The Property Owner shall indemnify, defend, and hold the LCA, Lancaster Housing Opportunity Partnership (LHOP), and the SoWe Board harmless from and against any expense, loss, interest, lien, claim, encumbrance, damage, attorneys' fees and other expenses of every kind and nature which the LCA, LHOP, or SoWe Board may suffer, expend or incur or by reason or in consequence of any action, claim or proceeding brought by any party, for any reason, arising out of, concerning, or relating in any way to the Property Owner's application for or use of the FIP.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## SoWe Neighborhood Façade Improvement Program

### EXHIBIT A: PROGRAM GUIDELINES

#### **SUPPLEMENTAL MATERIALS**

The Property Owner must include with his or her Application any materials that he or she believes will help describe the Project. If the property to be improved under the FIP is a residential, single family home, and does not constitute rental property, the Property Owner must also include proof of a current homeowner or landlord insurance policy.

#### **PROGRAM GRANTS**

The LCA will make payment of a Grant directly to the Contractor for completed project costs incurred during completion of the Project on the Property Owner's behalf. The maximum amount of any Grant that the Committee may award shall not exceed \$5,000 (or \$10,000 for corner properties). For any approved Project, the Property Owner must remit the Match to the LCA before work on the Project can begin. If the property to be improved under the FIP: (1) is used solely for commercial purposes; (2) is mixed residential/commercial; (3) is rental property; or (4) is owned by a not-for-profit organization, the Property Owner must contribute a 50% cash match of the total project cost. If the property to be improved under the FIP is an entirely residential, single family home, and does not constitute rental property, the Match is determined by the Property Owner's annual household earnings as evidenced by the Property Owner's most recent federal income tax return. An eligible and approved Property Owner whose household earnings are below 80% of the median household income for the County of Lancaster must contribute a 10% cash match of the total Project cost. An eligible and approved Property Owner whose household earnings are above 80% of the median household income for the County of Lancaster must contribute a 50% cash match of the total Project cost. The amount of any Grant awarded will equal the difference between the total cost of the proposed Project and the Match up to a maximum Grant amount of \$5,000 (or \$10,000 for corner properties). Regardless of how the property is characterized, the Property Owner may choose to make improvements that have been approved by the LCA that would exceed the Grant, as well as the Property Owner's Match. However, in such a case, the Property Owner is responsible for all costs over and above the Grant and the Match. A Grant is payable only upon (i) completion of the Project and (ii) submission of paid receipts and invoices, as further described below.

#### **PROGRAM TARGET AREA**

The owners of properties within the designated program target area are eligible to apply for funding. The target area, illustrated in the attached Addendum, is the Southwest (SoWe) Neighborhood Revitalization Area. Owners of properties on both sides of the street on target area boundary streets are eligible to apply.

#### **GRANT ELIGIBILITY**

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

- The Project must be located in the program target area;
- Only properties with primary (front or side) facades facing the right-of-way on the streets in the grant target area are eligible for grants;
- The application must be completed and submitted by the Property Owner;
- A Project must be feasible, as determined by LCA in its sole discretion;
- A Project must enhance the façade visible from the public right-of-way;
- The total cost for the Project must be at least \$2000.00;
- The Property Owner must submit an Application to the LCA and complete the application and approval process prior to beginning the Project as described in the Award and Disbursement of Grants section below. Any Project begun before the application and approval process is completed will not be eligible for a Grant;

- If the property does not have functioning exterior lighting, a standard dusk-to-dawn porch or wall light will be added to the project, funded in full by SoWe;
- If unused satellite dishes remained fixed to the facades of the property at the time of the project's commencement, these must be removed;
- Any empty tree well located on the front and/or side of the property must be planted with an approved street tree. The cost of the tree, tree selection, and planting would be coordinated with the City Arborist. The cost would be covered by the LCA grant;
- Projects must fully comply with the City of Lancaster's building and zoning codes and all other applicable regulations;
- The proposed Project must seek to improve the physical appearance of the structure(s). The specific design elements described in the Representative Major Project Elements section below provide examples of the types of improvements that may be eligible for funding under the FIP.

**Please ensure that the submitted application includes all relevant contractor/ work estimates.**

### **REPRESENTATIVE MAJOR PROJECT ELEMENTS**

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

- Restoration of original architectural details and removal of elements covering any such architectural or historic details;
- Cleaning and/or repainting of building exteriors;
- Repointing of brick;
- Repairing of cornices;
- Installation of appropriate lighting for the purpose of illuminating the exterior of a property;
- Removal or repair to awnings;
- Installing or improving gutter and downspout systems in conjunction with other façade improvements to the property;
- Wood repair;
- Roof repair (only for portions of roofing that are visible from the street);
- Entrance lighting;
- Installation of appropriate fencing;
- Period-appropriate replacement of doors, deteriorated windows, sashes, sills and framing visible from the street;
- Replacements or upgrades of porches, balustrades, columns/supports, steps or railings;
- Restoration/rehabilitation of the architectural elements of historic storefronts;
- Planting of approved street tree by City Arborist;
- A portion of the grant may cover the cost of architectural restoration design work for historic commercial storefront rehabilitation, at the discretion of the Project Review Committee and only for improvements to be completed during the Grant-funded project term

This list is not exhaustive, and Projects containing the types of improvements in this list are not guaranteed to receive a Grant.

### **GRANT RESTRICTIONS**

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

- Community halls, fire stations, hospitals, colleges or universities;
- Properties owned by the city, state or federal government;
- Projects that may damage the building façade, specifically sandblasting of brick;

- Projects that are inappropriate or incompatible with the historic character of the neighborhood;
- Projects that further modify retrofitted storefronts on historically commercial or mixed-use commercial/residential buildings to support a non-commercial use. Funds may be used, however, to restore the architectural features characteristic of historic storefronts or commercial buildings in order to support a conversion from a non-commercial use back to a commercial use.
- Any work within the interior of the property;
- Sidewalk repair.

## **APPLICATION REVIEW**

All applications will be reviewed by a committee to include representatives of Lancaster City Alliance and SoWe/Lancaster Housing Opportunity Partnership staff and SoWe Housing and Economic Opportunity Committee members. In order to ensure façade improvements are concentrated within a geographic area, neighboring property owners who submit an application as a group will receive consideration before any property owner submitting an individual application. Projects will be evaluated on the following criteria:

- Proof of availability of matching funds based on eligibility requirements and the ability to complete the complete the Project within six (6) months from the date of the Grant Letter;
- Clustering of properties/coordination between multiple property owners by block face;
- Contribution of the Project to the goals of the FIP as determined by the LCA and the Committee;
- Properties most in need of improvements; and
- Such other criteria as the LCA and the Committee, in their sole and subjective discretion, may deem appropriate.

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

## **AWARD AND DISBURSEMENT OF GRANTS**

A fully completed Application and any supplemental materials will be forwarded to the LCA. If the LCA approves the Application and Project, the LCA will issue a Grant Letter to the Property Owner. Work on the Project must commence within sixty (60) days from the date of the Grant Letter and the Project must be completed within six (6) months from the date of the Grant Letter.

Once a signed contract is finalized, the LCA will then determine the Property Owner's required matching funds, and the match must be remitted to LCA before Project work may commence.

With the exception of a percentage of funds to be advanced by LCA to the Contractor at the Contractor's request for purchase of materials at the commencement of a Project, no Grant can be paid until the Project is complete. The Project is considered complete when all elements of the Project have been completed as determined by the signed contract and inspected by a City code enforcement officer (if permits and inspection were required based on the scope of work and building permit requirements). Within thirty (30) days following the completion of the project, the Property Owner should contact the Lancaster City Alliance and request grant Disbursement. A request for Disbursement must include all original receipts and or invoices showing payment in full for all Project work or materials. A Disbursement will be made only upon receipt of original, paid receipts for the amount of the requested Grant.

The LCA reserves the right to immediately revoke any Grant Letter and to recover any Grant made prior to such revocation in the event: (i) any information in the Property Owner's Application was untrue at the time when the Application was submitted or thereafter became untrue and the Property Owner failed to immediately notify the LCA in accordance with the terms of this Agreement; or (ii) the Property Owner breaches (a) any representation made by the

Property Owner in his or her Application or any other document(s) submitted by the Property Owner or (b) any agreement or obligation imposed upon the Property Owner as a condition to his or her receipt and acceptance of a Grant, whether imposed by the Grant Letter, the terms of this Application, or otherwise.

**NON-COMPLIANCE**

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



# SoWe Neighborhood Façade Improvement Program

## EXHIBIT B: TARGET AREA MAP

THE CITY OF LANCASTER, PA

SoWe NEIGHBORHOOD REVITALIZATION AREA

SoWe NEIGHBORHOOD REVITALIZATION AREA & FAÇADE IMPROVEMENT PROGRAM TARGET AREA

