

RESOLUTION NUMBER 1501

AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF BETHLEHEM AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

WHEREAS, the properties located at 1218 (vacant) and 1220 (occupied) Center Street, Bethlehem, Northampton County, Pennsylvania have deteriorated to such an extent that they are blighted and must be demolished as soon as possible; and

WHEREAS, the City of Bethlehem ("City") is in the process of planning the demolition of those properties; and

WHEREAS, the owners/occupants of 1220 Center Street (the Wilson's) will have to relocate because of the demolition; and

WHEREAS, the Redevelopment Authority of the City of Bethlehem ("RDA") has a Pennsylvania Housing Affordability and Rehabilitation Enhancement Fund Grant which may allow for payment of certain relocation expenses of the Wilson's; and

WHEREAS, the City and the RDA will enter into an Agreement to have the RDA act as the Agent for the City under the Pennsylvania Redevelopment Cooperation Act to coordinate and cooperate between them to provide relocation assistance to the Wilson's; and

WHEREAS, it is anticipated that the Pennsylvania Housing Finance Agency will allow the RDA to pay the demolition cost of the City directly to the demolition contractor to the extent of the Grant money allocated to this project; and

WHEREAS, the City will file a demolition lien or other appropriate lien against the properties and any money received in payment of such a lien by the City will be paid to the RDA.

NOW, THEREFORE, BE IT RESOLVED, that the Redevelopment Authority of the City of Bethlehem approves and ratifies the Agreement attached.

BE IT FURTHER RESOLVED, THAT the Chairperson or Vice-Chairperson is authorized to execute this Agreement on behalf of the Redevelopment Authority of the City of Bethlehem, same to be attested to by the Secretary and the Officers of the Redevelopment Authority are authorized to execute any and all documentation and take any and all action which may be required to implement this resolution.

Now, Therefore, in consideration of the mutual representations and promises made by the City and the RDA, the parties intending to be legally bound hereby agree as follows:

1. The City does hereby appoint the RDA as its Agent under the Redevelopment Cooperation Act of May 24, 1945, P.L. 982, No. 383, to pay relocation expenses of the Wilson's to the extent described herein.
2. The RDA will pay the relocation expenses of the Wilson's as it shall determine in its sole and absolute discretion and to the extent of the terms, conditions and limits placed on the Grant money.
3. The City will prepare and implement all legal procedures and requirements to proceed with the demolition and enter into the appropriate contracts for demolition of the structures on the properties.
4. The City will file a demolition lien or other appropriate lien against the properties in the total amount of the demolition costs and any money received in payment of such liens by the City will be paid to the RDA.
5. The RDA will pay any and all costs of demolition directly to the contracting parties who perform the work to the extent of the Grant money released to the RDA.
6. The RDA will continue to negotiate with the Pennsylvania Housing Finance Agency to allow the Grant to the RDA to be used for the relocation and demolition purposes described herein.
7. The City will reimburse the RDA for any payment made hereunder which is denied by the Pennsylvania Finance Agency after the payment has been made.
8. The City will make sure it's contractors, subcontractors, suppliers and any other contracting party is aware of the terms, conditions, requirements and obligations of The Pennsylvania Housing Affordability and Rehabilitation Enhancement Fund, 2021 Grant Agreement (2021-PHARE/RTT-119 dated August 16, 2021) and that they will comply with and be bound by the terms, conditions, requirements and obligations therein and a paragraph indicating such compliance shall be included in each and every of their contractors.
9. This Agreement is subject to approval by the Bethlehem City Council and Members of the Redevelopment Authority.
10. Neither party shall assign this Agreement without the written consent of the other. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns notwithstanding any such assignment.
11. MODIFICATION. This Agreement may not be modified or amended except in a duly authorized writing signed by the parties.

12. This Agreement shall be constructed according to, be subject to and be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals on the dates set forth below.

WITNESS / ATTEST:

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By: _____

By: _____ (Seal)

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

CITY OF BETHLEHEM

By: _____

By: _____ (Seal)

Title: City Controller

Title: Mayor

Date: _____

Date: _____