



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Agreement between the City of Bethlehem and the Redevelopment Authority of the City of Bethlehem related to the demolition of 1218 Center Street and 1220 Center Street

Date: September 15, 2022

Attached is a proposed Resolution and associated Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.
John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Eric R. Evans, Business Administrator
Laura Collins, Director, Community & Economic Development
Alicia Miller Karner, Executive Director, Redevelopment Authority

RESOLUTION NO. 2022-_____

Authorization For Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute an Agreement with the Redevelopment Authority of the City of Bethlehem, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, for the purposes of providing emergency relocation assistance and demolition of blighted properties located at 1218 and 1220 Center Street, according to the terms and conditions indicated therein and made a part hereof.

Sponsored by _____

ADOPTED by Council this _____ day of _____, 2022.

President of Council

ATTEST:

City Clerk

AGREEMENT

This Agreement dated this _____ day of _____, 2022, by and between

The CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with the principal administrative offices at City Hall, 10 East Church Street, Bethlehem, Pennsylvania 18018 (hereinafter referred to as "CITY")

- AND -

The REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM (RDA) a public body, corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, with principal offices at 10 East Church Street, Bethlehem, Pennsylvania 18018 (herein after referred to as "RDA")

WITNESSETH:

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 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 RDA has a Pennsylvania Housing Affordability and Rehabilitation Enhancement Fund Grant which may allow for payment of certain relocation expense of the Wilson's; and

Whereas, the City and the RDA have agreed, by this Agreement, to have the RDA act as the Agent for the City under the Pennsylvania Redevelopment Cooperative 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, 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:

By: Heather M. Bambu
Name (Printed): Heather M. Bambu
Title: Secretary
Date: 08/25/2023

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By: [Signature] (Seal)
Name (Printed): Ronald R. Heckman
Title: Chairman
Date: 08/25/2023

ATTEST:

By: _____
Title: City Controller
Date: _____

CITY OF BETHLEHEM

By: _____ (Seal)
Title: Mayor
Date: _____