

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2015-27
SPONSORED BY COMMISSIONERS CREIGHTON & DOUGHERTY
REQUESTED DATE: AUGUST 5, 2015
ORDINANCE NO. 2015 -**

**APPROVING A USE AND OCCUPANCY AGREEMENT WITH NORTHEAST
REVENUE SERVICE, LLC**

WHEREAS, the County of Lehigh (County) is the owner of the Hamilton Financial Center Building located at 640 Hamilton Street and the Government Center Building (GC) located at 17 South 7th Street, both of Allentown, Pennsylvania, Lehigh County; and

WHEREAS, in Ordinance No. 2014-111, the Board of Commissioners authorized the County to enter into a Lease Agreement with Northeast Revenue Service, LLC (Northeast) for space provided on the fourth floor of the Hamilton Financial Center (HFC); and

WHEREAS, Ordinance No. 2014-124 approved the Agreement with Northeast for the collection and distribution of unclaimed taxes, subsequently requiring Northeast to open a payment center in the GC; and

WHEREAS, in Ordinance No. 2015 - 118, the Board of Commissioners approved the Lease Agreement with Northeast Revenue Service, LLC for space in the GC; and

WHEREAS, prior to the Commencement Date of the Lease, the County permitted Northeast to use and occupy the GC for ninety-eight (98) days; and

WHEREAS, in order to formalize the financial arrangement between the County

and Northeast for the ninety-eight (98) day period, the parties have prepared a proposed Use and Occupancy Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Ordinance approval is required to convey an interest in County property pursuant to section 310(a)(6) of the Home Rule Charter.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA, THAT:

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The proposed Use and Occupancy Agreement between Northeast Revenue Service, LLC and the County of Lehigh, attached hereto as Exhibit "A", is hereby approved.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.
4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.
5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.
6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2015, by the
following vote:

Commissioners

AYE

NAY

Geoff Brace
Thomas C. Creighton, III
Percy H. Dougherty
Amanda Holt
David S. Jones, Sr.
Vic Mazziotti
Brad Osborne
Lisa Scheller
Michael P. Schware

ATTEST: _____
CLERK TO THE BOARD OF COMMISSIONERS

APPROVED this _____ day of _____, 2015.

Thomas S. Muller
Lehigh County Executive

ENACTED this _____ day of _____, 2015.

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT, made this ____ day of August, 2015, between **THE COUNTY OF LEHIGH**, 17 South Seventh Street, Allentown, Pennsylvania 18101, hereinafter called "Lessor", and **NORTHEAST REVENUE SERVICE, LLC**, with an address at 15 Public Square, Wilkes Barre, Pennsylvania 18701, hereinafter called "Lessee".

WHEREAS, Lessor and Lessee entered in a Lease Agreement for a first floor office suite ("Lease Agreement") which lease term commenced June 1, 2015 ("Commencement Date") at an annual rent of \$30,792.96; and

WHEREAS, prior to the Commencement Date, Lessor permitted Lessee to use and occupy the leased premises from February 23 through May 31, 2015; and

WHEREAS, the Lessor and Lessee agree that Lessee shall pay for said use and occupancy at the same rental rate, pro-rated for the ninety-eight (98) days prior to the Commencement Date.

NOW, THEREFORE, in consideration of the above premises, and intending to be legally bound hereby, the Lessor and Lessee agree that Lessee shall promptly pay to Lessor the sum of One Thousand Two Hundred Forty Six and 98/100 Dollars (\$1,246.98) for use and occupancy of the leased premises described in the Lease Agreement prior to the Commencement Date.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

In the presence of:

Lessor:

THE COUNTY OF LEHIGH

By: _____

Thomas S. Muller, County Executive

Lessee:

NORTHEAST REVENUE SERVICE, LLC

By: _____

John P. Rodgers, President

EXHIBIT

A