

COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2025 – 37
SPONSORED BY COMMISSIONERS DUTT & BRACE
REQUESTED DATE: JUNE 27, 2025
ORDINANCE NO. 2025 –

**APPROVING THE ESTABLISHMENT OF THE
LEHIGH COUNTY DEMOLITION AND REHABILITATION FUND**

WHEREAS, the Pennsylvania legislature amended the Real Estate Tax Sale Law, 72 P.S. § 5860.101 *et seq.*, by the enactment of 72 P.S. § 5860.631. entitled "County demolition and rehabilitation fund," effective September 6, 2024, which expressly provides:

a) A county of the first, second, second class A, third, fourth, fifth, sixth, seventh or eighth class and home rule charter county of any of these classes that imposes the fee authorized under subsection (b) shall, by ordinance, establish a county demolition and rehabilitation fund.

(b) The governing body of a county may, by ordinance, impose a fee not to exceed two hundred fifty dollars (\$250) for the sale of any property being sold in accordance with this act or an action for mortgage foreclosure and shall provide a public notice stating the establishment of the fee and its rate in accordance with this act. In addition to the purchase price, the bureau conducting the sale of the property in accordance with this act or the sheriff in a mortgage foreclosure action shall collect the fee authorized by this section at the time of sale from the buyer as a condition of conveying title to the property. The fee collected shall be deposited into a fund established under subsection (a).

(c) An ordinance establishing a fund under subsection (a) shall include all of the following:

(1) The method of custody, divestiture, disbursement and application of money deposited into the fund consistent with the laws of this Commonwealth and generally accepted accounting principles.

(2) The manner of notifying the bureau, the sheriff and the prothonotary of the sale of a property in accordance with this act or a mortgage foreclosure action that a fund under subsection (a) has been established and that the fee imposed under subsection (b) shall be collected and deposited as provided by this section.

(3) The fee imposed under subsection (b) shall apply to the sale of a property for delinquent taxes or mortgage foreclosure conducted in the calendar year beginning not less than ninety (90) days after the effective date of the ordinance.

(4) Any other terms and conditions the county deems reasonable and necessary for operation of a fund established under subsection (a).

(d) A fund established under subsection (a) may be used only:

(1) by the county; and

(2) upon approval of the county commissioners or other governing body, by a not-for-profit or for-profit corporation that has a contract with the county or a taxing district, redevelopment authority, land bank or other government entity, for the demolition or rehabilitation of blighted property located in the county.

(e) This section shall not apply to a property sold for delinquent real property taxes to a nonprofit entity, land bank or government entity or to a property acquired by the Pennsylvania Housing Finance Agency.

WHEREAS, the County of Lehigh is a Third-Class County governed by Home Rule Charter and is, therefore, eligible to enact the within Ordinance under 72 P.S. § 5860.631.

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. SHORT TITLE: This Ordinance shall be known and may be cited as the **LEHIGH COUNTY DEMOLITION AND REHABILITATION FUND ORDINANCE**.

3. PURPOSE: The purpose of this Ordinance is to create the Lehigh County Demolition and Rehabilitation Fund pursuant to authority provided by the Real Estate Tax Sale Law at 72 P.S. § 5860.631.

4. DEFINITIONS: As used in this Ordinance, the following terms shall have the meanings set forth below:

"Mortgage Foreclosure Sale" shall mean the sale of real property in a mortgage foreclosure action conducted by the Lehigh County Sheriff's Office pursuant to 231 Pa. Code, Subchapter D., Enforcement of Money Judgments for the Payment of Money, also known as Rules 3101 through 3159 of the Pennsylvania Rules of Civil Procedure.

"Tax Sale" shall mean any upset tax sale, private sale, judicial sale or repository sale conducted by the Lehigh County Tax Claim Bureau for delinquent real property taxes pursuant to the Pennsylvania Real Estate Tax Sale Law, 72 P.S. § 5860.101 *et seq.*, but shall not apply to a property sold for delinquent real property taxes to a nonprofit entity, land bank or government entity or to a property acquired by the Pennsylvania Housing Finance Agency.

5. ESTABLISHMENT OF THE LEHIGH COUNTY DEMOLITION AND

REHABILITATION FUND: The County of Lehigh hereby establishes the Lehigh County Demolition and Rehabilitation Fund (the "Demolition and Rehabilitation Fund") pursuant to the authority provided by the Real Estate Tax Sale Law at 72 P.S. § 5860.631.

6. DEMOLITION AND REHABILITATION FEE: The County of Lehigh shall impose a Demolition and Rehabilitation Fee of Two Hundred Fifty Dollars (\$250) on the purchaser of real property sold in a Mortgage Foreclosure Sale or Tax Sale, as those terms are expressly defined in Section 4 herein, and shall provide a public notice stating the establishment of the fee and its rate in accordance with the Real Estate Tax Sale Law, 72 P.S. § 5860.101 *et seq.* The Demolition and Rehabilitation Fee shall be collected at the time of sale from the purchaser as a condition of conveying title to the property.

7. DIRECTIVES:

- a. The method of custody, divestiture, disbursement and application of money deposited into the Demolition and Rehabilitation Fund shall at all times be consistent

with the laws of the Commonwealth of Pennsylvania and generally accepted accounting principles (GAAP).

b. The Lehigh County Department of Community and Economic Development shall provide notice that the Demolition and Rehabilitation Fund has been established and that a Demolition and Rehabilitation Fee shall be collected and deposited in all Mortgage Foreclosure Sales and Tax Sales, as those terms are expressly defined in Section 4 herein, to the Lehigh County Tax Claim Bureau, the Lehigh County Sheriff and the Lehigh County Clerk of Judicial Records by hand-delivery or electronic mail within seven (7) days of the enactment of this Ordinance.

c. The Demolition and Rehabilitation Fee imposed shall apply to all Mortgage Foreclosure Sales and Tax Sales, as those terms are expressly defined in Section 4 herein, conducted in the calendar year beginning not less than ninety (90) days after the effective date of this Ordinance.

8. USE OF FUNDS: The Demolition and Rehabilitation Fund may be used only:

- a. by the County of Lehigh; and
- b. upon approval of the Lehigh County Board of Commissioners via resolution, by a not-for-profit or for-profit corporation that has a contract with the County of Lehigh or a taxing district, redevelopment authority, land bank or other government entity, for the demolition or rehabilitation of blighted residential property located in the County of Lehigh.

9. EXCLUDED SALES: This Ordinance shall not apply to a property sold for delinquent real property taxes to a nonprofit entity, land bank or government entity or to a property acquired by the Pennsylvania Housing Finance Agency.

10. DESIGNATION OF ADMINISTERING AGENCY:

a. Lehigh County designates the Redevelopment Authority of Lehigh County as the administering agency for the Demolition and Rehabilitation Fund subject to execution by all parties of the Administrative Agreement drafted by the Redevelopment Authority of Lehigh County attached hereto as Exhibit "A" and made a part hereof.

b. The Administrative Agreement references program guidelines which are attached hereto as Exhibit "B" and made a part hereof. Any amendment, modification or revision of or to the Administrative Agreement and/or guidelines will require approval from the Board of Commissioners via Resolution.

c. In consideration for its fulfillment of the obligation in paragraph b. above, RALC shall receive a 12.5% fee for all funds disbursed for eligible projects as defined in the program guidelines.

11. REVIEW OF APPLICATIONS: The Redevelopment Authority of Lehigh County shall accept and review all applications for disbursements from the Demolition and Rehabilitation Fund and shall present its recommendations to the Lehigh County Department of Community and Economic Development for its review prior to submission to the Lehigh County Board of Commissioners.

12. DISBURSAL OF FUNDS: The Lehigh County Department of Community and Economic Development shall present the Redevelopment Authority of Lehigh County's

recommendations for disbursal of the funds to the Lehigh County Board of Commissioners, which may approve such recommendations by resolution. Entities receiving distributions from the Demolition and Rehabilitation Fund shall comply with the provisions of the County's Campaign Finance Disclosure requirements, as set forth in section 801.5 of the Lehigh County Administrative Code.

13. SEVERABILITY: The provisions of this Ordinance shall be severable, and if any of the provisions hereof shall be held unconstitutional, void or otherwise unenforceable, same such shall not affect the validity of any of the remaining provisions of the within Ordinance.

14. REPEALER: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

15. 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.

16. 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.

17. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this _____ day of _____, 2025, by the following
vote:

Commissioners

AYE

NAY

Sheila Alvarado
Ron W. Beitler
Geoff Brace
Zach Cole-Borghi
Jeffrey Dutt
Dan Hartzell
Jon Irons
Antonio A. Pineda
April Riddick

ATTEST: _____
Clerk to the Board of Commissioners

APPROVED this _____ day of _____, 2025.

Phillips M. Armstrong
Lehigh County Executive

ENACTED this _____ day of _____, 2025.

AGREEMENT

BY AND BETWEEN THE COUNTY OF LEHIGH, PENNSYLVANIA, A HOME RULE COUNTY OF THE THIRD CLASS (“COUNTY”) AND THE REDEVELOPMENT AUTHORITY OF LEHIGH COUNTY (“RALC”)

WHEREAS, Pennsylvania Act 48 of 2024, 72 P.S. § 5860.101 et seq., authorizes Counties to establish a fund to demolish and rehabilitate blighted properties; and,

WHEREAS, a Demolition and Rehabilitation Fund (hereinafter “Fund”) has been established by the County by the enactment of Ordinance Number 2025- (insert); and,

WHEREAS, RALC has demonstrated leadership in bringing resources into the County to address the problem of blighted properties and has the administrative capability to carry out the responsibilities associated with the implementation of the Fund.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. As set forth in Ordinance Number 2025-_____, the County has designated RALC as the administering agency for the Fund. RALC will work in cooperation with the County’s Department of Community and Economic Development.
2. The obligations of RALC related to the Fund include administration of the Fund consistent with the program guidelines that have been approved by Ord. No. 2025- . Any changes to the guidelines must first be approved by the Board of Commissioners by Resolution.
3. In consideration for its fulfillment of the obligation in paragraph 2 above, RALC shall receive a 12.5% fee for all funds disbursed for eligible projects as defined in the program guidelines. Responsibilities of RALC shall include:
 - Outreach to potential applications concerning the availability of the Funds.
 - Receipt and review of applications for the Fund.
 - Contracting the Funds to approved applicants.
 - Monitoring projects to ensure compliance with program guidelines.
 - Initiating payment through the County.
4. Any changes to this agreement must be made in writing and approved by Resolution of the Lehigh County Board of Commissioners.
5. Parties to be notified:

On behalf of RALC:

On behalf of County of Lehigh:

County of Lehigh
Attn: Director, Dept. of Community and Economic
Development
17 South 7th Street
Allentown, PA 18101

6. This agreement will become effective on (Insert date) and will renew automatically on an annual basis unless terminated by either party with ninety (90) days' written notice.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS
_____ DAY OF _____, 2025.

ATTEST:

COUNTY OF LEHIGH

Phillips M. Armstrong

County Executive

ATTEST:

REDEVELOPMENT AUTHORITY OF
LEHIGH COUNTY

Print: _____

Title: _____

Lehigh County Demolition and Rehabilitation Fund

Program Guidelines

June 20, 2025

Section 1. Legal Authority and Statement of Purpose

The Pennsylvania legislature amended the Real Estate Tax Sale Law, 72 P.S. § 5860.101 et seq., by the enactment of Act 48 of 2024, 72 P.S. § 5860.631 entitled "County Demolition and Rehabilitation Fund" effective September 6, 2024. The Act expressly provides:

a) A county of the first, second, second class A, third, fourth, fifth, sixth, seventh or eighth class and home rule charter county of any of these classes that imposes the fee authorized under subsection (b) shall, by ordinance, establish a county demolition and rehabilitation fund.

(b) The governing body of a county may, by ordinance, impose a fee not to exceed two hundred fifty dollars (\$250) for the sale of any property being sold in accordance with this act or an action for mortgage foreclosure and shall provide a public notice stating the establishment of the fee and its rate in accordance with this act. In addition to the purchase price, the bureau conducting the sale of the property in accordance with this act or the sheriff in a mortgage foreclosure action shall collect the fee authorized by this section at the time of sale from the buyer as a condition of conveying title to the property. The fee collected shall be deposited into a fund established under subsection (a).

In accordance with this legal authority, the Lehigh County Board of Commissioners (Board of Commissioners) adopted Ordinance No. 2025- ____ establishing a Demolition and Rehabilitation Fund to be used exclusively for the demolition and rehabilitation of blighted residential properties in Lehigh County, which Fund is to be administered by the Redevelopment Authority of Lehigh County (RALC).

Section 2. Review Committee

Pursuant to Ordinance No. 2025 - ____ the Executive Director of the RALC shall review

applications received from eligible applicants for the County Demolition and Rehabilitation Fund and make a recommendation to the RALC Board, based on eligibility and review criteria stated in these guidelines. The RALC Board shall consider the material shared by the Executive Director and shall make a recommendation to the Lehigh County Department of Community and Economic Development for eventual approval by the Lehigh County Board of Commissioners, via resolution.

Section 3. Administration of the Fund

The County of Lehigh (County) shall enter into an agreement with the Redevelopment Authority of Lehigh County (RALC) to be the agency responsible for administering the Program in accordance with these guidelines. RALC shall be paid a fee of 12.5% of each disbursement from the fund in consideration for its work in administering the Program.

Section 4. Definitions

For purposes of the Program, the following terms shall be defined as set forth in this Section.

*Blighted Property*¹ - a residential property which meets at least **three** of the criteria listed below, as determined by the County or the RALC:

- (1) The building or physical structure is a public nuisance.
- (2) The building is in need of substantial rehabilitation and no rehabilitation has taken place during the previous 12 months.
- (3) The building is unfit for human habitation, occupancy or use.
- (4) The condition and vacancy of the building materially increase the risk of fire to the building and to adjacent properties.
- (5) The building is subject to unauthorized entry leading to potential health and safety hazards and one of the following applies:
 - a. The owner has failed to take reasonable and necessary measures to secure the building.
 - b. The municipality has secured the building in order to prevent such hazards after the owner has failed to do so.

¹ See Abandoned and Blighted Property Conservatorship Act, 68 P.S. §1101 et seq., Act 135 of 2008
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- (6) The property is an attractive nuisance to children, including, but not limited to, the presence of abandoned wells, shafts, basements, excavations and unsafe structures.
- (7) The presence of vermin or the accumulation of debris, uncut vegetation or physical deterioration of the structure or grounds has created potential health and safety hazards and the owner has failed to take reasonable and necessary measures to remove the hazards.
- (8) The dilapidated appearance or other condition of the building negatively affects the economic well-being of residents and businesses in close proximity to the building, including decreases in property value and loss of business, and the owner has failed to take reasonable and necessary measures to remedy appearance or the condition.
- (9) The property is an attractive nuisance for illicit purposes, including prostitution, drug use and vagrancy.

*Demolition*²- The removal of a building or structure or part thereof, including the cleaning and readying of the site for use/reuse.

*Dwelling Unit*³- A unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Rehabilitation*⁴- Repairs to a vacant dwelling unit that address habitability concerns, improve energy or water efficiency, or to make units accessible for individuals with disabilities.

Section 5. Application Process

On at least an annual basis, RALC, as the administering agency for this program, shall invite municipalities and other eligible applicants to apply for the Program using an application form provided by RALC. which shall clearly set forth the Due Date for applications.

² 34 PA. Code Subchapter 5.21

³ International Property Maintenance Code, 2018 Edition

⁴ PA Whole -Home Repair Program Guidelines, September 2023

All requests must be complete and be timely submitted to:

Redevelopment Authority of Lehigh County
ATTENTION: Lehigh County Demolition and Rehabilitation Fund Program
c/o Department of Community and Economic Development
17 South 7th Street
Allentown, PA 18101

Section 6. Eligible Properties

In order to be eligible for the Program, a property:

- (1) Must be a residential property located in Lehigh County. Must be vacant at time of application and the previous use shall be a dwelling unit
- (2) Must meet the definition of blighted property (*See* Section 4);
- (3) Must have no remaining legal and/or code enforcement remedies available to the municipality.

Note: Mobile homes on permanent foundations are eligible properties. However, to ensure that such homes are not moved to other locations, evidence that the mobile home was demolished or rehabilitated must be provided with a payment request (*See* Section 12).

Section 7. Eligible Applicants

In order to be eligible to apply for the Program, an applicant must:

- (1) Have site control/legal ownership of an Eligible Property as evidenced by;
 - a. a recorded deed naming the applicant as the owner;
 - b. a fully executed and in-force agreement of sale naming the applicant as the buyer;
 - c. a fully executed and properly exercised option naming the applicant as the optionee or buyer; or
 - d. a legal instrument acceptable to the Authority creating a legally enforceable ownership interest.
- (2) Also be one of the following:
 - a. the County of Lehigh;
 - b. a municipality in Lehigh County;
 - c. the Redevelopment Authority of Lehigh County;
 - d. a public or private non-profit organization.

Exceptions will be considered to the site control/legal ownership requirement as stated in Section 7 (1) which the applicant must identify and demonstrate at the time of application:

- a. The municipality has followed provisions in the International Property Maintenance (2024 version or earlier version in effect) related to the Demolition of Dangerous or Unsafe Structures or equivalent provisions in the municipality's property maintenance, dangerous structures or public nuisance ordinances. The municipality shall document that it has followed the prescribed process for demolishing the property and indicate its intent to place a lien against the property for the demolition costs;
- b. The applicant proposes to acquire a property from the Tax Claim Repository List;
- c. The applicant proposes to acquire a property from a delinquent tax sale or sheriff sale.

With regard to b. and c. above, the applicant would receive a conditional award of funds with the understanding that the award would not be finalized until site control is accomplished.

The guidelines rely on local standards, codes and practices that municipalities have formed, enforced, and abide by as the measure for appropriate demolition and rehabilitation procedures with due consideration for regulatory compliance.

Section 8. Eligible Use of Funds

Demolition Funds from the Program shall be used exclusively for 1) demolition and clearance actions associated with blighted residential properties including without limitation: demolition of structures and proper removal of said hazards, utility disconnections and 2) site restorations costs including without limitation: backfill, compacting fill, stabilization and seeding.

Rehabilitation Funds from the Program shall be used exclusively for the purpose of meeting applicable codes, standards and ordinances associated with the rehabilitation of residential properties; said rehabilitation work may include but is not limited to structural improvements, energy-related improvements, lead-based paint hazard reduction, accessibility improvements for disabled persons, repair or replacement of major systems including electrical, plumbing HVAC, roof and utility connections.

Costs incurred before the funding award are not eligible for reimbursement.

Applicants must use funding, other than funding through the County Demolition and Rehabilitation Fund, for all necessary legal, architectural/engineering, permitting and recording fees.

Section 9. Program Requirements

- (1) A 1:1 match from the applicant is required.

- (2) Applicants can request up to \$15,000 in funding per property to be demolished or rehabilitated.
- (3) Municipal applicants must provide proof that an ordinance or other code is currently in effect, which provides legal authority for the municipality to demolish a property for unsafe or unhealthy conditions.

Section 10. Application Review Process

To apply for Demolition and Rehabilitation Funds through the Program, an applicant must submit a complete application before the deadline established by the RALC. The RALC shall conduct an initial completeness review of each application to determine if:

- (1) The property is eligible under Section 6 above;
- (2) The applicant is eligible under Section 7 above;
- (3) The proposed use of the Demolition and Rehabilitation Funds is eligible under Section 8 above.

Only applications deemed complete and submitted timely shall be considered for a funding award. The RALC shall complete its review of all complete applications submitted by the Due Date as required in section 5 above within one hundred twenty (120) days and make a funding award recommendation to the Lehigh County Department of Community and Economic Development based on the following factors:

- a) The current condition of the property, along with its history of blighted conditions and violations and its impact on adjacent properties.
- b) The proximity and impact (visual, economic, safety) of demolition or rehabilitation on the community.
- c) Whether the proposed project is consistent with a redevelopment plan, blight strategy, neighborhood stabilization plan or municipal or county comprehensive plan.
- d) The reuse plan for the property.
- e) Whether matching funds are available to leverage Demolition and Rehabilitation Funds from the Program.
- f) Any other factors deemed relevant by the RALC or the County of Lehigh.

The Lehigh County Department of Community and Economic Development shall determine that each recommended application meets the guidelines set forth herein before presentation to the County Board of Commissioners.

Section 11. Funding Award and Contract

RALC shall notify a recipient of a Funding Award by email after the application is approved by the County Board of Commissioners. As part of the notification, RALC and the recipient shall execute a Cooperation Agreement that explains the terms and conditions of the Funding Award. The recipient shall approve, sign and return the contract to RALC within 45 days of the date of notification or the Funding Award may be withdrawn. The recipient must maintain full and accurate records with respect to the project, and shall provide RALC with access to those records at reasonable times and places, if requested.

Section 12. Compliance

- (1) Program recipients are responsible for ensuring all local, county, state, and federal requirements are met in carrying out the demolition and rehabilitation project.
- (2) Program recipients must ensure that all demolition waste is properly disposed at an approved County designated landfill(s).
- (3) The Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) may be applicable to a project funded under the Program. Prevailing Wage requirements are generally applicable to demolition and rehabilitation projects in excess of \$25,000.
- (4) If the applicant is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, it shall comply with those statutory bidding procedures.
- (5) Program recipients shall adhere to the Project Implementation Schedule as submitted as part of the Demolition and Rehabilitation Program Application. If it appears the schedule will not be met, the recipient may request an extension of the Project Implementation Schedule. Such extension request shall be submitted in writing to RALC no later than the date of Project Completion as referenced in the Project Completion Schedule and shall include a revised Project Implementation Schedule. Said extension request shall be for a maximum of twelve (12) months. Failure to submit

an extension request within the time specified shall result in the forfeiture of the Demolition and Rehabilitation Grant. A program recipient is limited to one (1) extension request, if additional time is needed a new Demolition and Rehabilitation Program Application shall be submitted.

Section 13. Disbursement of Demolition and Rehabilitation Funds

An executed Cooperation Agreement between the RALC and the recipient is required for the recipient to receive payment of Demolition and Rehabilitation Funds.

Requests for payment must be submitted to the RALC and accompanied by invoices, contracts or other approved documentation verifying demolition or rehabilitation costs incurred by the recipient and proper disposal of all waste. The RALC shall have the right to inspect the property to verify that all work has been accomplished consistent with the Cooperation Agreement. The RALC shall review all applications for disbursements from the Demolition and Rehabilitation Fund and shall present its recommendations to the Lehigh County Department of Community and Economic Development for its review prior to submission to the Lehigh County Board of Commissioners.

Recipients should take note that payment requests require 2-4 weeks for processing.

Note: Non-profit recipients may request that payments be disbursed directly to a project contractor, with proper documentation of an existing contract which complies with these regulations.

Section 14. Conflicts of Interest

Any elected official, officer, director or employee of an applicant who is a party to or who has a private interest in a project shall:

- (1) disclose, as part of the application process, the nature and extent of the interest; and
- (2) not participate in the deliberations of the application for funding

Section 15. Waivers

The Board of Commissioners may, upon recommendation of the RALC, grant waivers via resolution from these Program Guidelines on a case-by-case basis.

Section 16. County Provisions

All applicants must agree to comply with the following conditions, which shall be included in the agreement with the RALC:

I. TAXES

A. The applicant must certify as part of its application that it is not “delinquent” on any taxes owed to the County. “Delinquent” is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. The applicant must agree, as part of the application, that it shall remain current on all of the taxes it owes to the County. Should the applicant become delinquent on any taxes it owes to the County while the application is pending they shall be deemed ineligible until the County taxes are paid in full.

II. AVAILABILITY OF FUNDS

The applicant hereto agrees that any and all payments which may be paid to them from the Fund are contingent upon the appropriation of monies by County for the Fund.

III. UNDUE INFLUENCE

The applicant agrees not to hire any County Personnel who may exercise or has exercised discretion in the awarding or administration of monies from the Fund for up to and including one year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of the agreement with RALC and may subject the recipient to a claw-back of monies received from the Fund.

IV. NON-DISCRIMINATION CLAUSE

Applicant agrees not to discriminate against any employee or client or other person on account of actual or perceived race, ethnicity, color, religion, creed, national origin or citizenship status, ancestry, sex (including pregnancy, childbirth, and related medical conditions), gender identity, gender expression, sexual orientation, genetic information, age, marital status, familial status, GED rather than high school diploma, political affiliation, physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990, relationship or association with a disabled person, source of income, height, weight, veteran status, use of guide or support animals, or domestic or sexual violence victim status. Applicant shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract applicant enters into to perform the scope of this Agreement, including demolition agreements.

V. OPEN AND PUBLIC PROCESS

Applicant agrees to comply with the disclosures required by Section 801.5 (Open and Public Process) of the Lehigh County Administrative Code, a copy of which applicant acknowledges has been provided to it. The applicant shall agree that Contributions will not be made which would render the applicant ineligible to be considered for funds. Applicant shall disclose any Contribution made by the applicant, sub-contractor or Consultant to any Candidate for Elective County Office or to an Incumbent during the duration of the rehabilitation and for one (1) year thereafter. Such disclosures shall be made in writing on a form provided by the County, and shall be delivered to the County, within (5) business days of the Contribution. This County disclosure form shall be delivered by the applicant to the contact person identified in the RALC agreement, who shall forward copies to the Clerk to the Board of Commissioners, the Controller and the County Fiscal Officer.

VII. RIGHT-TO-KNOW

A. Applicant understands that the agreement with the RALC and records related to or arising out of the agreement with RALC are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, (“RTKL”).

B. If the County needs applicant’s assistance in any matter arising out of the RTKL related to the agreement with RALC, County shall notify applicant using the legal contact information provided in the agreement with RALC. Applicant, at any time, may designate a different contact for such purpose upon reasonable prior written notice to RALC.

C. Upon written notification from the County that it requires applicant’s assistance in responding to a request under the RTKL for information related to the agreement with RALC that may be in applicant’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), applicant shall:

1. Provide the County, within fourteen (14) calendar days after receipt of written notification, access to, and copies of, any document or information in applicant’s possession arising out of this contract that the County reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to the agreement with RALC.

D. If applicant considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that applicant considers exempt from production under the RTKL, applicant must notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of applicant explaining why the requested material is exempt from public disclosure under the RTKL.

E. The County will rely upon the written statement from applicant in denying a RTKL request for the Requested Information unless the County determines that the Requested

Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, applicant shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.

F. If applicant fails to provide the Requested Information within the time period required by these provisions, applicant shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the County may incur as a result of applicant's failure, including any statutory damages assessed against the County.

G. The County will reimburse applicant for costs associated with complying with those provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

H. Applicant may file a legal challenge to any County decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, applicant shall indemnify the County for any attorney's fees and costs incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of applicant's actions, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, applicant agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.

I. Applicant agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

J. Applicant's duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as applicant has Requested Information in its possession.

VIII. AUDIT

The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final performance under the RALC agreement, have the right to examine records, books and papers of applicant as part of a financial audit of the billing transactions related to the RALC agreement.

END OF DOCUMENT