

DEMOLITION FUND GRANT AGREEMENT

THIS AMENDED AND REINSTATED GRANT AGREEMENT, is being signed as of the 28 day of December, 2022 BY AND BETWEEN the Redevelopment Authority of the County of Cumberland, a body politic and corporate and organized under the laws of the Commonwealth of Pennsylvania, with an address at 114 N. Hanover Street, Carlisle, PA (the "Authority"), and [AWARDEE NAME], adult individual, of [APPLICANT ADDRESS] (the "Grantee").

WHEREAS, by Resolution 2020-23, the Board of Commissioners authorized the Recorder of Deeds of Cumberland County to charge and collect a fee for the purpose of creating a demolition fund to be used exclusively for the demolition of blighted property in Cumberland County (the "Demolition Fund") in accordance with the requirements of Act 152 of 2016 (the "Act" (42 P.S. §21052.2)); and

WHEREAS, by Resolution 2020-24, the Board of Commissioners of the County of Cumberland designated the Redevelopment Authority of the County of Cumberland as agent of the County of Cumberland (the "County") to administer the Demolition Fund; and

WHEREAS, the Grantee is the record owner of a blighted property known as [PROJECT ADDRESS] (the "Premises"); and

WHEREAS, the Grantee has been deemed eligible for the receipt of funds from the Demolition Fund solely for the demolition of structures and elimination of blighted conditions on the Premises (the "Project"); and

WHEREAS, the Authority desires to make a grant of up to [TOTAL AWARD AMOUNT] and 00/100 (\$0,000.00) Dollars from the Demolition Fund (the "Grant") to the Grantee upon certain terms and conditions as set forth herein and in accordance with the Cumberland County Demolition Fund Plan (the "Plan"), incorporated herein by reference.

NOW, THEREFORE, the Grantee and the Authority, in consideration of their mutual promises in this Agreement, and intending to be legally bound by this Agreement, make the following representations, promises and agreements with and to each other:

Section 1. The Grant. The Authority agrees to make the Grant to the Grantee in the amount not to exceed [TOTAL AWARD AMOUNT] and 00/100 (\$0,000.00) Dollars. In order to receive the proceeds of the Grant, the Grantee will have to first satisfy all of the conditions listed in Section 3 below.

Section 2. Representations and Warranties. To induce the Authority to enter into this Agreement, the Grantee represents and warrants the statements contained in this Section 2. This means that the Grantee promises to the Authority that these statements are true and that the Grantee stands behind the truth of these statements.

(a) No Violation. The Grantee's execution and delivery of this Agreement will not conflict with or cause a violation of any agreement that affects the Grantee.

(b) Valid Obligation. The Grantee has duly and validly executed and delivered this Agreement. The Agreement is a valid and legally binding obligation of the Grantee, enforceable in accordance with their terms.

(c) Litigation. The Grantee does not know of any litigation or governmental proceeding pending or threatened against the Grantee regardless of the nature or the amount in controversy.

(d) Taxes Current. The Grantee has paid all real estate property taxes, fines and assessments for the Premises and any other property owned by the Grantee as they have become due and payable.

(e) Eligibility. The Grantee has satisfied all eligibility requirements of the Plan.

(f) Complete Submissions. All information submitted to the Authority concerning the Grantee, the Premises, and the Project or submitted by or on behalf of the Grantee were true, complete and correct in all material respects when made and remains true, correct and complete as of the date hereof.

(g) Site Control/Ownership. Grantee is the owner or has site control of the Premises and will maintain ownership or site control of the Premises at all times through completion of the Project and final disbursement of Grant funds.

If any of these representations and warranties of the Grantee are or become untrue before all of the Grantee's obligations have been satisfied, the Authority may decide that it is a default as described in subparagraph (b) of Section 5.

Section 3. General Conditions of Grant. The obligation of the Authority to make the Grant is subject to the fulfillment of the following conditions by the Grantee to the satisfaction of the Authority:

(a) Time for Performance. The term of this Grant Agreement shall commence upon the date this Agreement is executed by all the parties (the "Effective Date") and shall end within one (1) year of the Effective Date, subject to its other provisions, and the availability of funds, unless terminated earlier in accordance with the termination provisions of this Agreement. The Project must begin within ninety (90) days of the Effective Date and be completed within the term of this Agreement.

(b) Project Description. Grant funds will only be used to reimburse the Grantee for eligible Project expenses in accordance with the Project Description, attached hereto as Exhibit "A".

(c) True Representations. The representations and warranties contained in Section 2 hereof are true and correct.

(d) Adverse Change. There has been no material adverse change in the financial condition of the Grantee from that disclosed in the financial statements previously delivered to and approved by the Authority, including any matching funds required in accordance with the Plan.

(e) Grantee-Contractor Agreement. Within 30 days of execution of this Agreement, Grantee shall enter into a demolition agreement for the completion of the Project upon the Premises with a Contractor awarded bid by the Authority ("Demolition

Agreement”). The Demolition Agreement shall be in a form approved by the Authority and include all compliance provisions required by the Authority and the Plan, including, but not limited to, compliance with the Pennsylvania Prevailing Wage Act, if applicable.

(f) Matching Share. The Grant award is contingent upon the Grantee providing a matching share as defined by the Plan. The matching share must be 25% of the total Project costs and must be held in cash by the Grantee. Grantee must maintain the funds in a deposit account until the Project is completed, all eligible Project expenses have been paid by the Grantee, and the Grant funds have been disbursed.

(g) Disbursement of Grant. Upon completion of the Project, the Contractor may submit all final invoices for eligible Project expenses to the Authority. Upon review and approval by the Authority of the Project invoices and a satisfactory site inspection, the Authority will disburse the Grant funds to the Contractor for eligible Project expenses. The Grantee grants the Authority access to the Premises to inspect the Project prior to disbursement of the Grant funds.

(h) Grantee’s Compliance with Laws and Regulations. Grantee shall comply with all applicable federal, state and local laws, statutes and regulations.

(i) Other Conditions. Compliance with all applicable Plan conditions, directives, guidelines, and such additional requirements as may be determined by Department of Community and Economic Development (“DCED”), the County, or the Authority.

Section 4. Covenants of the Grantee. The Grantee makes the promises contained in this Section 4, some of which are agreements to do certain things and some of which are promises not to do certain other things.

(a) Costs. The Grantee will pay all the costs of satisfying the conditions and its obligations under this Agreement, including costs of recording and filing, if any.

(b) Periodic Reports. Grantee will send reports to the Authority upon Authority’s request. The reports will contain financial information including, but not limited to, proof of matching funds, proof of eligible Project expenses, payroll reports and wages paid in accordance with Prevailing Wage rates, if applicable, age, most recent financial statements, and other information concerning the Grantee, the Premises or the Project in a form reasonably satisfactory to the Authority. The Grantee will certify the accuracy of the report(s) and the Grantee’s compliance with the Plan.

(c) Nondiscrimination. The Grantee will not discriminate against any employee or against any applicant for employment because of race, religion, color, national origin, sex or age (including, but not limited to, employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and Grantee will cause appropriate provisions to this effect to be included in all contracts related to the Project.

(d) Acknowledgment of Financial Assistance. Any publication or advertisement or media including, but not limited to, interviews, news stories, blogs or other things that the business prompts, prepares or responds to, concerning the project or any signs erected in the project area, if any, shall acknowledge the County’s financial

assistance stating "Financial Assistance was provided by the County of Cumberland and administered by the Redevelopment Authority of the County of Cumberland" or in such other manner designated by the County or the Authority.

(e) Change in Ownership. The Grantee may not sell, transfer, assign, lease or otherwise convey or dispose of the Premises during the Term of this Agreement, without the prior written consent of the Authority.

(f) Indemnify and Hold Harmless. Grantee will protect, defend, indemnify and save harmless the Authority and the County from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including but not limited to claims for contribution and/or indemnification for remediation of pollution or hazardous substances, for injuries to or death of any person or persons, and/or damage to the property of any person or persons, caused by, in connection with or arising out of any activities undertaken pursuant to this Agreement or any of the activities carried on at the Premises. Grantee's obligation to protect, defend, indemnify, and save harmless as set forth in this section includes any and all attorney's fees incurred by the Authority or the County in the defense and/or handling of said suit, demands, judgments, liens, claims and the like and all attorney's fees and investigation expenses incurred by the Authority or the County in enforcing and/or obtaining compliance with the provisions of this paragraph. Grantee further agrees to protect, defend, indemnify and save harmless the Authority and the County from and against any claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of the Grantee, or of any tenants, licensees, contractors, or subcontractors of the Grantee. This provision shall survive termination of this Agreement for any reason.

Section 5. Events of Default. The occurrence of any of the following will constitute an event of default hereunder (an "Event of Default"):

(a) False Representation. Any representation or warranty made in this Agreement or any statement in the application to the Authority made by the Grantee or Grantee's agent in connection with the Grant, or in any report, certificate, financial or other statement required by this Agreement, is false or misleading in any material respect as of the time made or furnished in relation to the Project.

(b) Covenant Default. The Grantee fails to satisfy or breaches any of its covenants and obligations under this Agreement and fails to cure its default within thirty (30) days after it has received notice of the default from the Authority. It is agreed by the parties that the amount of the Grant shall be deemed to be the sum payable to the Authority in the event of Grantee's breach and the Authority agrees to accept such sum as liquidated damages and not as a penalty.

Section 6. Miscellaneous.

(a) Authority's Rights Not Waived or Limited. If the Authority delays in exercising or fails to exercise any right or power under this Agreement, this delay or failure to exercise will not affect the Authority's subsequent ability to exercise the right or power. Similarly, any single or partial exercise of any right or power or any abandonment, waiver, or discontinuance of steps to enforce a right or power will not preclude or prevent the Authority from the full or further exercise of the right or power, or the exercise of any other right or power. The rights and remedies of the Authority

under this Agreement are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. This means that the Authority may exercise different rights at the same time or in succession. The Authority may choose to enforce the provisions of this Agreement strictly in accordance with its terms, even if the Authority may have refrained from so doing at any earlier times. The Authority's decision at any earlier times to refrain from strict enforcement of its rights shall not be construed as having created a custom contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived those written provisions.

(b) Amendments and Consents to be in Writing. This Agreement constitutes the entire agreement between the Authority and the Grantee. Such instruments may be modified only by a written instrument duly executed by the Authority and the Grantee. Any consent or approval of any kind or character on the part of the Authority under this Agreement, and any waiver of any provision or condition of this Agreement, must be in writing and executed by the Authority and will be effective only to the extent specifically set forth in such writing.

(c) Survival of Covenants. All covenants and agreements of the Grantee contained herein or made in writing in connection herewith will survive and continue until the Grantee's obligations hereunder have been entirely satisfied.

(d) Choice of Law and Jurisdiction. This Agreement and any other documents required by the Authority, the County or DCED are contracts made under the laws of the Commonwealth of Pennsylvania and will be interpreted under those laws. The Grantee consents for all purposes of the Agreement to the jurisdiction of the courts of the Commonwealth of Pennsylvania, including without limitation the Court of Common Pleas of Cumberland County.

(e) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient and each of which, when so executed, will be deemed an original. This means that the parties may sign different copies of the signature page.

(f) Invalidity of any Terms not to Invalidate Agreement. The terms and provisions of this Agreement are severable. If any one or more of the terms, covenants, conditions or provisions of this Agreement are found to be unenforceable or invalid, under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision this Agreement unenforceable or invalid.

(g) Further Confirmations. The Grantee agrees to sign such further documents as the Authority may reasonably request to further confirm and assure the interests and rights created or intended to be created in favor of the Authority hereunder. These further confirmations may not impose additional obligations on the Grantee or otherwise modify the terms of this Agreement.

(h) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantee and the Authority, and their respective heirs, executors, administrators, successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Authority.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST/WITNESS:

Redevelopment Authority of
the County of Cumberland

By _____

WITNESS:

Grantee:

[APPLICANT NAME PRINTED]

DRAFT