

**REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
10 EAST CHURCH STREET; BETHLEHEM, PA 18018**

**THURSDAY, MAY 22, 2025 - 5:00 PM
TOWN HALL**

AGENDA

- A. MINUTES
 - 1. Regular Monthly Meeting – February 27, 2025
- B. CASH REPORTS
 - 1. Month Ended February 28, 2025
 - 2. Month Ended March 31, 2025
- C. COURTESY OF THE FLOOR
- D. PRESENTATION – ERIC EVANS, BUSINESS ADMINISTRATOR CITY OF BETHLEHEM
- E. EXECUTIVE DIRECTOR REPORT
- F. ITEMS REQUIRING BOARD ACTION
 - 1. **REAFFIRM EMAIL VOTES**
 - a. **USE PERMIT AGREEMENT – 2025 BREW TO BREW** – Authorized the RDA to enter into a Joinder Addendum to a Use Permit Agreement with Work to Live, LLC (dba Run Lehigh Valley) for the use of the RDA portion of the Sun Inn Courtyard property as part of the 2025 Brew to Brew run event, scheduled for April 12, 2025.
 - b. **USE PERMIT AGREEMENT – STEEL CITY FAIR** – Authorized the RDA to enter into a Joinder Addendum to a Use Permit Agreement with Kaleidoscope Collective, LLC for the use of the RDA portion of the Sun Inn Courtyard property as part of the Steel City Fair, scheduled for May 3, 2025.
 - 2. **AMENDMENT TO COOPERATION AGREEMENT** – The RDA is being asked to review and consider for approval Amendment No. 4 to the Cooperation Agreement between the RDA and Community Action Committee of the Lehigh Valley, which pertains to the property renovations of 723 Broadway. This amendment reduces the amount of the RDA Cooperation Agreement by \$22,909.77 to reflect the total Blight Remediation Program grant funds of \$270,909.03 expended for this project. If acceptable, approval of this amendment can be done via motion.
 - 3. **AMENDMENT TO CDBG AGREEMENT** – The RDA has been asked to review and consider for approval Amendment No. 2 to the CDBG Agreement between the RDA and City of Bethlehem for the RDA allocation of 2022 CDBG funds. This amendment extends the timeline for the use of these funds to December 31, 2025 as well as incorporate federal regulations pertaining to Build American, Buy American (BABA). HUD began implementing BABA in all its programs during 2024 and the CDBG program is one such program. The approval of this amendment can be done via motion.
 - 4. **USE PERMIT AGREEMENT – 2025 PRIDE PALOOZA** – The RDA has been asked to review and consider for approval the Joinder Addendum to the Use Permit Agreement with Christmas City Spirits for the use of the RDA portion of the Sun Inn Courtyard property as part of the 2025 Pride Palooza event scheduled for June 22, 2025. The approval of this joinder addendum can be done via motion.
- G. GENERAL DISCUSSION
- H. ADJOURNMENT

**AMENDMENT NO. 2 TO
CDBG SUBRECIPIENT AGREEMENT BY AND BETWEEN
CITY OF BETHLEHEM
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**

This AMENDMENT NO. 2 to Community Development Block Grant ("CDBG") subrecipient agreement ("Amendment") is entered into as of the ____ day of _____, 2025, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the "Grantee," and **REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM** hereinafter referred to as the "Subrecipient." Grantee and Subrecipient, together, are referred to as the "parties."

WITNESSETH THAT:

WHEREAS, the Grantee and subrecipient entered into a Community Development Block Grant ("CDBG") subrecipient agreement, dated as of the Effective Date (the "Agreement"), in connection with the following CDBG Activity **Bethlehem Redevelopment Authority Acquisition and Rehabilitation of Real Property (RDA- Housing Rehab IDIS ID No. 1519)**.

WHEREAS, the Grantee and Subrecipient wish to extend the term of the Agreement, sometimes also referred to as the Subrecipient's "Time for Performance," or using or using similar terminology.

NOW, THEREFORE, in consideration of the mutual covenants herein, and of the benefits that will accrue to Grantee and Subrecipient, and intending to be legally bound, the parties mutually agree as follows:

1. *Term Extension.* The Term of the Agreement is hereby extended to **December 31, 2025**, effective as of December 31, 2024.
2. *BABA Requirements.* The Build America, Buy America Act requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States subject to the applicable obligation date of the federal funding. This requirement, known as the "Buy America Preference" (BAP), is detailed in the Infrastructure Investment and Jobs Act, Pub. L. 117-58 and 2 CFR 184. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, to the extent applicable to the Activity under this Agreement. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
3. All other terms and conditions of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

(For City Use Only)

BUDGET INFORMATION

I hereby certify that the foregoing contract is founded on Appropriation Item 009A-90923 amounting to \$31,341.06; that the amount of expenditures under this contract is within the amount of said Appropriation and is charged against said Appropriation Item.

Business Administrator

**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:

WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY

By: _____
Title:

ATTEST:

City Controller

CITY:

CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

By: _____
Title:



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: Use Permit Agreement for Public Property
Permittee Name: Work to Live, LLC d/b/a Run Lehigh Valley
Joining Party Name: Redevelopment Authority of the City of Bethlehem
Purpose: 2025 Brew to Brew Run Event
Location: (1) Main Street from River Street to Broad Street;
(2) Nevin Place right-of-way and W. Walnut Street
parcel known as Tax Parcel Number P6NE1D-10-5A 0204E; and
(3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard

Date: February 26, 2025

Attached is a proposed Resolution and associated Use Permit 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
Michael Alkhal, Director of Public Works
Sean Ziller, Redevelopment Authority
Rochelle Kane, Work to Live, LLC dba Run Lehigh Valley

RESOLUTION NO. 2025-_____

Authorization For Use Permit 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 a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Work to Live, LLC d/b/a Run Lehigh Valley
2. Name of Co-Permitter
Joining Party: Redevelopment Authority of the City of Bethlehem
3. Premises: (1) Main Street from River Street to Broad Street;
(2) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (see Exhibit Map attached to the Agreement); and
(3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see Exhibit Map attached to the Agreement)
4. Purpose: 2025 Brew to Brew Run Event
5. Duration: April 12, 2025 from 8:00 am to 3:00 pm
6. Event Dates: April 12, 2025 from 10:00 am to 2:00 pm

Sponsored by _____

ADOPTED by Council this day of , 2025.

ATTEST:

President of Council

City Clerk

**CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this ____ day of _____, 2025 (the “Effective Date”), between WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY, 1668 Brittain Street, Berwick, Pennsylvania 18603, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

Background

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.
2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.
3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.
4. Fees, Contributions and Charges.
 - (a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

[SIGNATURES TO FOLLOW]

City of Bethlehem Event Designation: 2025 Brew to Brew Run Event

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST:

PERMITTEE:

WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY

Secretary

By: _____
Title:

ATTEST:

CITY:

CITY OF BETHLEHEM

City Controller

By: _____
J. William Reynolds
Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

- A. Premises: (1) Main Street from River Street to Broad Street; and
- (2) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (area outlined and hatched as shown on the attached Exhibit Map)
- (3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see Exhibit Map) (the “RDA Parcel”).
- B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: 2025 Brew to Brew Run Event
Event Dates/Times: April 12, 2025 from 10:00 am to 2:00 pm
Use Permit Duration: April 12, 2025 from 8:00 am to 3:00 pm
Permittee Contact Person: Rochelle Kane
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): Redevelopment Authority of the City of Bethlehem, as co-permittor with the City

Permittee ratifies and confirms all representations and warranties contained in Permittee’s application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

- C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
 - ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

City of Bethlehem Event Designation: 2025 Brew to Brew Run Event

- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.
- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☒ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

- ☐ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

- ☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

- ☐ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

- ☐ Permittee’s Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☒ No Public Safety Plan Required.

☐ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☒ No EMS Standby Required.

☐ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew

and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Co-Permitter with the City. By executing the accompanying Joinder Addendum, the Redevelopment Authority of the City of Bethlehem desires to join in this Agreement as a Co-Permitter with the City for the purpose of granting a Use Permit to the Permittee for the premises as described in Section A, Paragraph (2) of this Exhibit A (as defined above, the RDA Parcel), and for the event/purpose, dates, and duration described in Section B of this Exhibit A.
- (ii) For the purposes of Paragraphs 1, 2, 3, 5, 6, 11, 14, 17, 19, and 20 of this Agreement, and Section C of this Exhibit A, wherever there is a reference to City, it shall mean both the City and the Redevelopment Authority of the City of Bethlehem, and where any such Paragraphs reference the City as having exclusive decision-making authority, the same shall be interpreted as providing the Redevelopment Authority with exclusive decision-making authority only with respect to matters related solely to the RDA Parcel.
- (iii) For the purposes of Paragraph 12 and 13 of this Agreement, the defined term "Indemnitees" shall be interpreted as specifically including "the Redevelopment Authority and its directors, officers, employees, and agents."
- (iv) For the purposes of Paragraphs 19, 21, 22, 23, 24, 29, and 30 of this Agreement, wherever there is a reference to "a party" or "the parties," the same shall be interpreted to include the Redevelopment Authority.
- (v) The insurance requirements set forth in Section D of this Exhibit A are amended as follows:
 - a. In addition to the provisions of Paragraphs (i), (ii), and (iii), Permittee shall name the "Redevelopment Authority, its officers and employees" as additional insureds on all required insurance coverages.

EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Nevin Place right-of-way and W. Walnut Street parcel known as
Tax Parcel Number P6NE1D-10-5A 0204E,
both of which are adjacent to the Sun Inn Courtyard

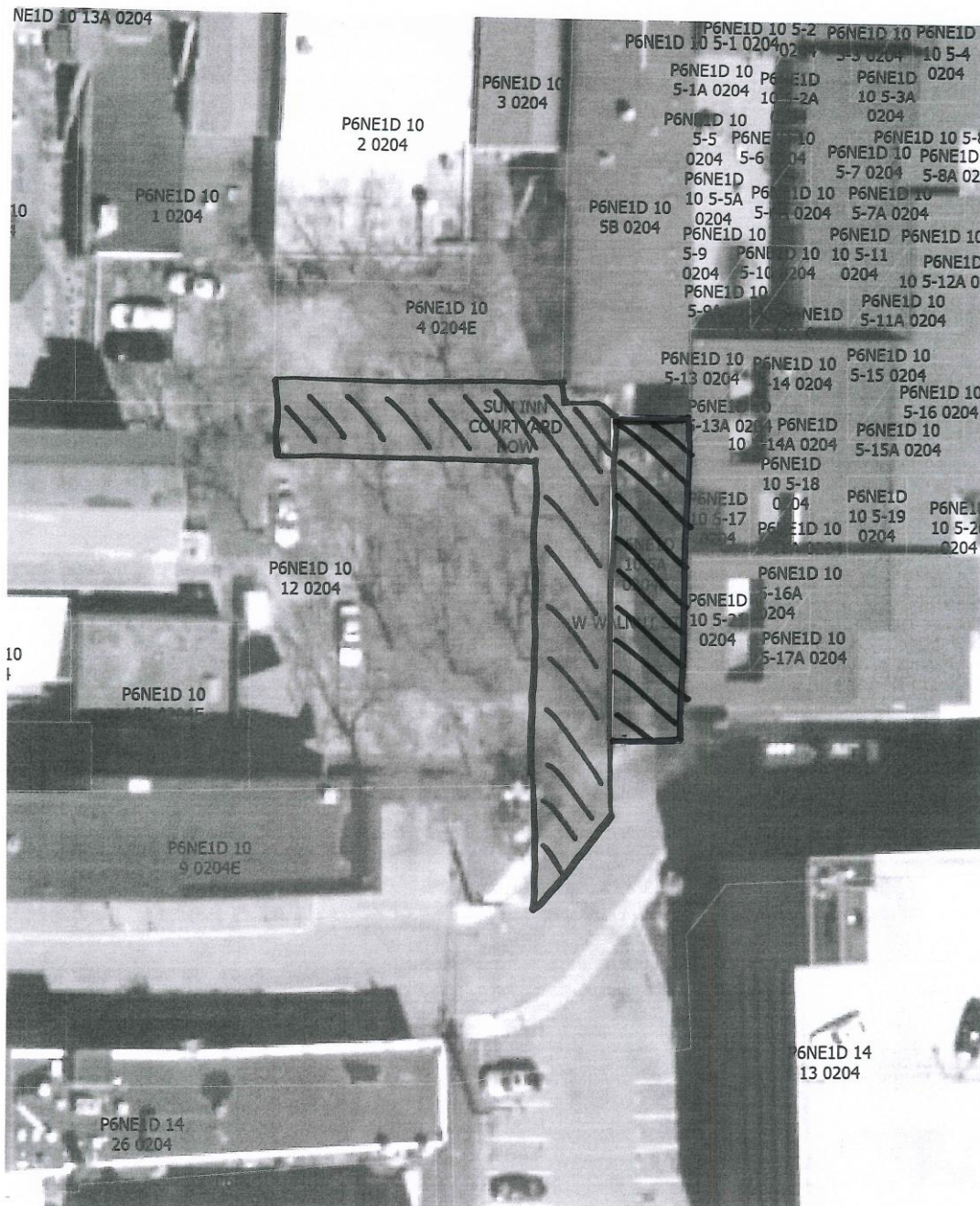


EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Redevelopment Authority owned Parcel P6NE1D-10-4 0204E
located in Sun Inn Courtyard, per Joinder Addendum



**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:

WORK TO LIVE, LLC d/b/a RUN LEHIGH VALLEY

By: _____
Title:

ATTEST:

City Controller

CITY:

CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

By: _____
Title:



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: Use Permit Agreement for Public Property
Permittee Name: Kaleidoscope Collective LLC
Joining Party Names: Redevelopment Authority of the City of Bethlehem; and
Christmas City Spirits, LLC
Purpose: Steel City Fair
Location: (1) Nevin Place right-of-way and W. Walnut Street
parcel known as Tax Parcel Number P6NE1D-10-
5A 0204E; and
(2) Redevelopment Authority owned Parcel P6NE1D-
10-4 0204E located in Sun Inn Courtyard

Date: April 9, 2025

Attached is a proposed Resolution and associated Use Permit 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
Michael Alkhal, Director of Public Works
Sean Ziller, Redevelopment Authority
Melis Carroll, Kaleidoscope Collective LLC
Monica Round, Christmas City Spirits, LLC

RESOLUTION NO. 2025-____
Authorization For Use Permit 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 a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Kaleidoscope Collective LLC
2. Name of Co-Permittor Joining Party: Redevelopment Authority of the City of Bethlehem
3. Name of Subpermittee Joining Party: Christmas City Spirits, LLC
4. Premises:
 - (1) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (see Exhibit Map attached to the Agreement); and
 - (2) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see Exhibit Map attached to the Agreement)
5. Purpose: Steel City Fair
6. Duration: May 3, 2025 from 11:00 am to 7:00 pm
7. Event Dates: May 3, 2025 from 1:00 pm to 6:00 pm

Sponsored by _____

ADOPTED by Council this day of , 2025.

ATTEST:

President of Council

City Clerk

**CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this _____ day of _____, 2025 (the “Effective Date”), between KALEIDOSCOPE COLLECTIVE LLC, 77 W. Broad Street, Unit 12C, Bethlehem, Pennsylvania, 18018, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

Background

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.
2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.
3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.
4. Fees, Contributions and Charges.
 - (a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST:

PERMITTEE:

KALEIDOSCOPE COLLECTIVE LLC

Secretary

By: _____
Title:

ATTEST:

CITY:

CITY OF BETHLEHEM

City Controller

By: _____
J. William Reynolds
Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

- A. Premises: (1) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (area outlined and hatched as shown on the attached Exhibit Map); and
(2) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see attached Exhibit Map) (the “RDA Parcel”).
- B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: Steel City Fair
Event Dates/Times: May 3, 2025 from 1:00 pm to 6:00 pm
Use Permit Duration: May 3, 2025 from 11:00 am to 7:00 pm
Permittee Contact Person: Melis Carroll
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): Christmas City Spirits, LLC, as subpermittee; and Redevelopment Authority of the City of Bethlehem, as co-permittor with the City

Permittee ratifies and confirms all representations and warranties contained in Permittee’s application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
 - ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.
- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

- ☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☐ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☒ Permittee’s Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☒ No Public Safety Plan Required.

☐ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☒ No EMS Standby Required.

☐ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew

and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Co-Permitter with the City. By executing the accompanying Joinder Addendum, the Redevelopment Authority of the City of Bethlehem desires to join in this Agreement as a Co-Permitter with the City for the purpose of granting a Use Permit to the Permittee for the premises as described in Section A, Paragraph (2) of this Exhibit A (as defined above, the RDA Parcel), and for the event/purpose, dates, and duration described in Section B of this Exhibit A.
- (ii) For the purposes of Paragraphs 1, 2, 3, 5, 6, 11, 14, 17, 19, and 20 of this Agreement, and Section C of this Exhibit A, wherever there is a reference to City, it shall mean both the City and the Redevelopment Authority of the City of Bethlehem, and where any such Paragraphs reference the City as having exclusive decision-making authority, the same shall be interpreted as providing the Redevelopment Authority with exclusive decision-making authority only with respect to matters related solely to the RDA Parcel.
- (iii) For the purposes of Paragraph 12 and 13 of this Agreement, the defined term "Indemnitees" shall be interpreted as specifically including "the Redevelopment Authority and its directors, officers, employees, and agents."
- (iv) For the purposes of Paragraphs 19, 21, 22, 23, 24, 29, and 30 of this Agreement, wherever there is a reference to "a party" or "the parties," the same shall be interpreted to include the Redevelopment Authority.
- (v) The insurance requirements set forth in Section D of this Exhibit A are amended as follows:
 - a. In addition to the provisions of Paragraphs (i), (ii), and (iii), Permittee shall name the "Redevelopment Authority, its officers and employees" as additional insureds on all required insurance coverages.

EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Nevin Place right-of-way and W. Walnut Street parcel known as
Tax Parcel Number P6NE1D-10-5A 0204E,
both of which are adjacent to the Sun Inn Courtyard

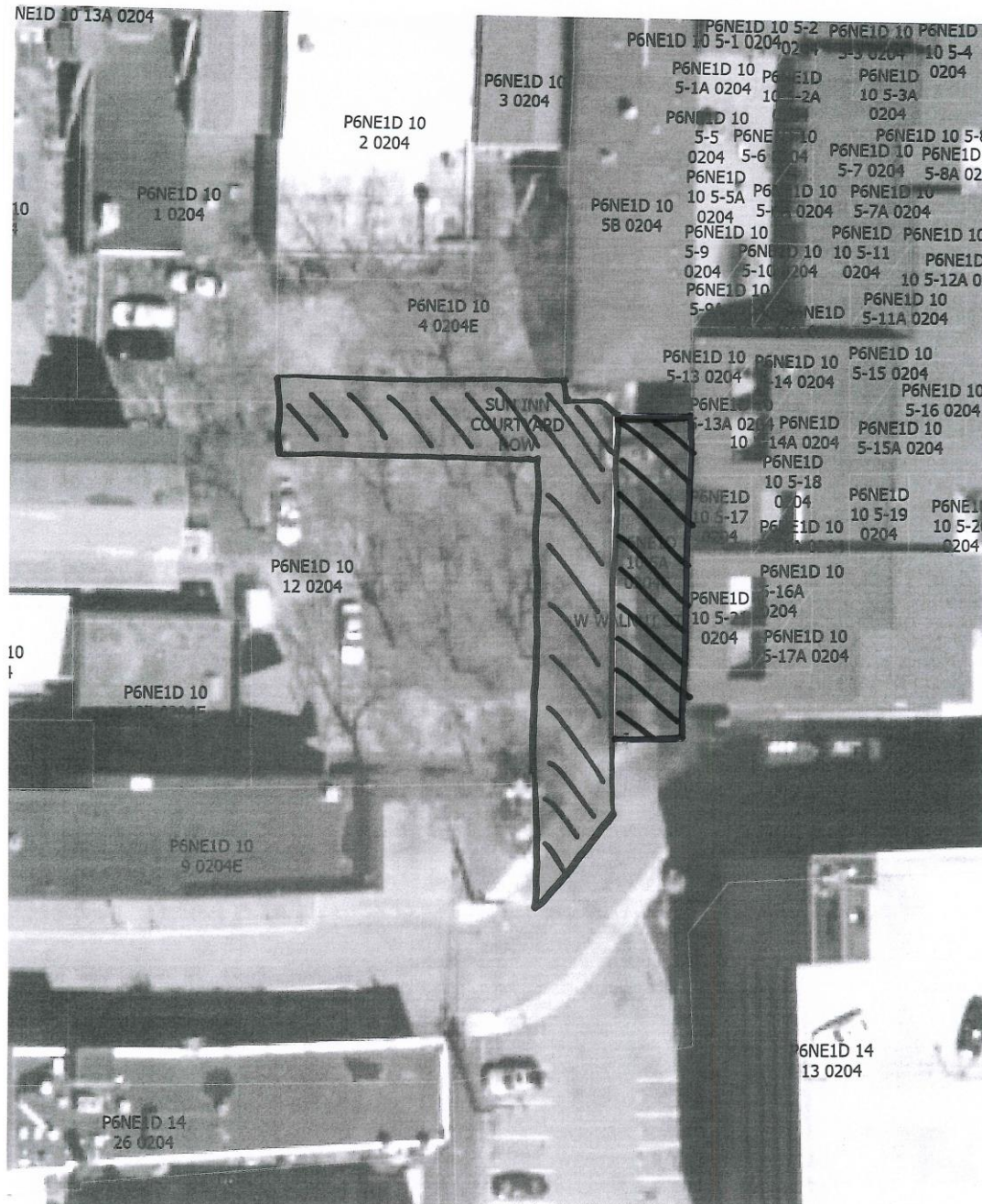


EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Redevelopment Authority owned Parcel P6NE1D-10-4 0204E
located in Sun Inn Courtyard, per Joinder Addendum



**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), KALEIDOSCOPE COLLECTIVE LLC (the "Permittee"), and CHRISTMAS CITY SPIRITS, LLC, 564 Main Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a subpermittee under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:
KALEIDOSCOPE COLLECTIVE LLC

By: _____
Title:

ATTEST:

City Controller

CITY:
CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:
CHRISTMAS CITY SPIRITS, LLC

By: _____
Title:

**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), KALEIDOSCOPE COLLECTIVE LLC (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:
KALEIDOSCOPE COLLECTIVE LLC

By: _____
Title:

ATTEST:

City Controller

CITY:
CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:
REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM

By: _____
Title:

**AMENDMENT NO. 4 TO
AGREEMENT BY AND BETWEEN
COMMUNITY ACTION COMMITTEE OF THE LEHIGH VALLEY, INC.
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
FOR
BLIGHT REMEDIATION PROGRAM FUNDS – 2021 AWARD**

This Addendum Agreement entered into as of the _____ day of _____, 2025, by and between the COMMUNITY ACTION COMMITTEE OF THE LEHIGH VALLEY, INC. with its principal office located at 1337 East Fifth Street, Bethlehem, PA 18015 (hereinafter referred to as “CACLV”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a state incorporated government redevelopment authority with the powers vested by Pennsylvania Redevelopment Authority law, with its principal office located at 10 East Church Street, Bethlehem, PA 18018 (hereinafter referred to as “RDA”).

WHEREAS, the RDA acquired a blight certified property, located at 723 Broadway, Bethlehem, PA 18015 (hereinafter referred to as “Property”), through eminent domain with funds paid into court on January 20, 2021; and

WHEREAS, the RDA and CACLV entered into a Cooperation Agreement, dated March 8, 2022, by which CACLV will renovate the Property by utilizing a portion of Blight Remediation Program funds made available to the RDA from the Commonwealth of Pennsylvania, through the Commonwealth Financing Authority (hereinafter referred to as “Original Agreement”); and

WHEREAS, Original Agreement was amended with the execution of Amendment No. 1 to clarify property maintenance responsibilities; with the execution of Amendment No. 2 to extend the time of performance; and with the execution of Amendment No. 3 to increase the funds allocated to the project; and

WHEREAS, the Blight Remediation Program grant funds expired June 30, 2024 at which time all costs incurred on or before June 30, 2024 remained eligible for reimbursement using said Blight Remediation Program grant funds; and

WHEREAS, CALV has requested and received reimbursement, in the total amount of \$270,909.03, from Blight Remediation Program grant funds for renovation costs incurred through June 30, 2024; and

WHEREAS, CALV acknowledges that any project costs incurred after June 30, 2024 will be reimbursed using an alternative funding source as identified by CALV to be HOME Investment Partnership funds as provided to CALV by the City of Bethlehem through an Agreement dated March 8, 2022, as amended, for this project; and

WHEREAS, CALV and the RDA agree to decrease the total project cost by \$22,909.77, from the amended amount of \$294,818.80 to \$270,909.03, to accurately reflect the total Blight Remediation Program grant award applied to the renovation costs; and

WHEREAS, CALV and the RDA acknowledge that with the expiration of the Blight Remediation Program grant funds on June 30, 2024, the time of performance extension specified in Amendment No. 2 to the Original Agreement between CALV and the RDA is hereby revised to reflect the same June 30, 2024 grant expiration date.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. The RDA will decrease its allocation of Blight Remediation Program grant award to CALV by a total of \$22,909.77, from \$293,818.80 to \$270,909.03, for the renovation of 723 Broadway, Bethlehem. This decrease will accurately reflect the total project costs incurred and eligible for reimbursement from Blight Remediation Program grant funds prior to its expiration.

2. The time of performance extension specified in Amendment No. 2 to the Original Agreement between CALV and the RDA is hereby revised to reflect June 30, 2024, the same date as the expiration date for the Blight Remediation Program grant funds.
3. Any costs incurred by CALV for this project after the June 30, 2024 grant deadline will be reimbursed using an alternative funding source identified by CALV to be HOME Investment Partnership funds as provided to CALV by the City of Bethlehem through an Agreement dated March 8, 2022, as amended, for this project.
4. All other terms and conditions of the Agreement, dated March 8, 2022, Amendment No. 1, dated April 25, 2022, Amendment No. 2, dated August, 7, 2023, and Amendment No. 3, dated January 25, 2024, remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto have caused this amendment to be duly executed and attested as of the date first above written.

ATTEST

Secretary

ATTEST

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By: _____
Name: _____
Title: _____

COMMUNITY ACTION COMMITTEE OF
THE LEHIGH VALLEY, INC.

By: _____
Name: _____
Title: _____



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: Use Permit Agreement for Public Property
Permittee Name: Christmas City Spirits, LLC
Joining Party Name: Redevelopment Authority of the City of Bethlehem
Purpose: 2025 Pride Party Palooza
Location: (1) Nevin Place right-of-way and W. Walnut Street
parcel known as Tax Parcel Number P6NE1D-10-
5A 0204E; and
(2) Redevelopment Authority owned Parcel P6NE1D-
10-4 0204E located in Sun Inn Courtyard

Date: May 14, 2025

Attached is a proposed Resolution and associated Use Permit 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
Michael Alkhal, Director of Public Works
Sean Ziller, Redevelopment Authority
Monica Round, Christmas City Spirits, LLC

RESOLUTION NO. 2025-____
Authorization For Use Permit 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 a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Christmas City Spirits, LLC
2. Name of Co-Permittee
Joining Party: Redevelopment Authority of the City of Bethlehem
3. Premises: (1) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (see Exhibit Map attached to the Agreement); and

(2) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see Exhibit Map attached to the Agreement)
4. Purpose: 2025 Pride Party Palooza
5. Duration: June 22, 2025 from 10:00 am to 8:00 pm
6. Event Dates: June 22, 2025 from 1:00 pm to 6:00 pm

Sponsored by _____

ADOPTED by Council this day of , 2025.

ATTEST:

President of Council

City Clerk

**CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this ____ day of _____, 2025 (the “Effective Date”), between CHRISTMAS CITY SPIRITS, LLC, 564 Main Street, Bethlehem, Pennsylvania, 18018, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

Background

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.

2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.

3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.

4. Fees, Contributions and Charges.

(a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST:

PERMITTEE:
CHRISTMAS CITY SPIRITS, LLC

Secretary

By: _____

Title:

ATTEST:

CITY:
CITY OF BETHLEHEM

City Controller

By: _____

J. William Reynolds

Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

- A. Premises: (1) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (area outlined and hatched as shown on the attached Exhibit Map); and (2) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see attached Exhibit Map) (the “RDA Parcel”).
- B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: 2025 Pride Party Palooza
Event Dates/Times: June 22, 2025 from 1:00 pm to 6:00 pm
Use Permit Duration: June 22, 2025 from 10:00 am to 8:00 pm
Permittee Contact Person: Monica Round
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): Redevelopment Authority of the City of Bethlehem, as co-permittor with the City

Permittee ratifies and confirms all representations and warranties contained in Permittee’s application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
 - ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.
- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.

- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

- ☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☒ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☐ Permittee’s Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee’s Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee’s vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b)

Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☒ No Public Safety Plan Required.

☐ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☒ No EMS Standby Required.

☐ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS

Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Co-Permitter with the City. By executing the accompanying Joinder Addendum, the Redevelopment Authority of the City of Bethlehem desires to join in this Agreement as a Co-Permitter with the City for the purpose of granting a Use Permit to the Permittee for the premises as described in Section A, Paragraph (2) of this Exhibit A (as defined above, the RDA Parcel), and for the event/purpose, dates, and duration described in Section B of this Exhibit A.
- (ii) For the purposes of Paragraphs 1, 2, 3, 5, 6, 11, 14, 17, 19, and 20 of this Agreement, and Section C of this Exhibit A, wherever there is a reference to City, it shall mean both the City and the Redevelopment Authority of the City of Bethlehem, and where any such Paragraphs reference the City as having exclusive decision-making authority, the same shall be interpreted as providing the Redevelopment Authority with exclusive decision-making authority only with respect to matters related solely to the RDA Parcel.
- (iii) For the purposes of Paragraph 12 and 13 of this Agreement, the defined term "Indemnitees" shall be interpreted as specifically including "the Redevelopment Authority and its directors, officers, employees, and agents."
- (iv) For the purposes of Paragraphs 19, 21, 22, 23, 24, 29, and 30 of this Agreement, wherever there is a reference to "a party" or "the parties," the same shall be interpreted to include the Redevelopment Authority.
- (v) The insurance requirements set forth in Section D of this Exhibit A are amended as follows:
 - a. In addition to the provisions of Paragraphs (i), (ii), and (iii), Permittee shall name the "Redevelopment Authority, its officers and employees" as additional insureds on all required insurance coverages.

EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Nevin Place right-of-way and W. Walnut Street parcel known as
Tax Parcel Number P6NE1D-10-5A 0204E,
both of which are adjacent to the Sun Inn Courtyard

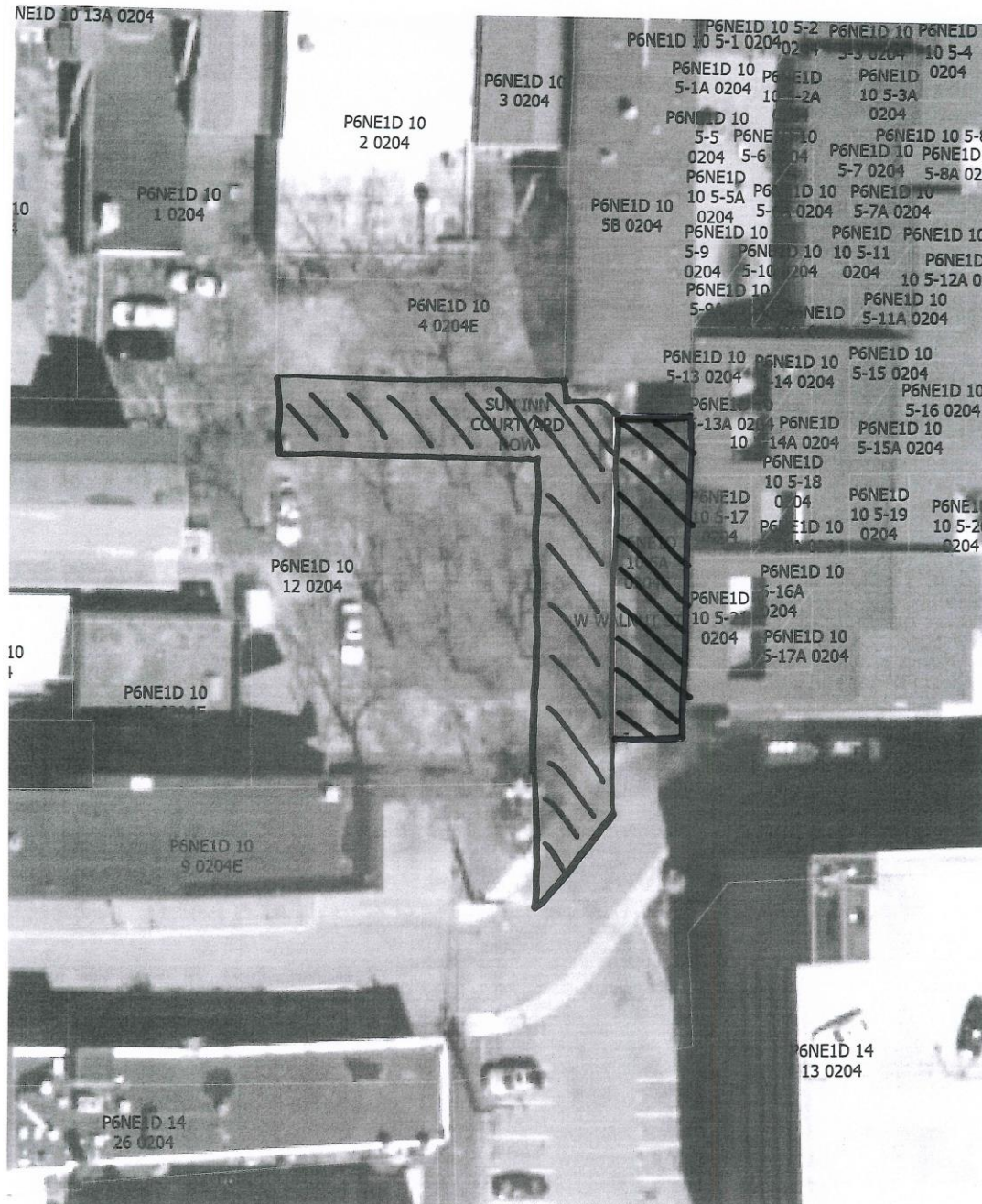


EXHIBIT MAP
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

Redevelopment Authority owned Parcel P6NE1D-10-4 0204E
located in Sun Inn Courtyard, per Joinder Addendum



**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), CHRISTMAS CITY SPIRITS, LLC (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST: PERMITTEE:
CHRISTMAS CITY SPIRITS, LLC

Secretary By: _____
Title:

ATTEST: CITY:
CITY OF BETHLEHEM

City Controller By: _____
J. William Reynolds
Mayor

ATTEST: JOINING PARTY:
REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM

Secretary By: _____
Title: