

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

**WEDNESDAY, DECEMBER 6, 2022 - 5:00 PM**

**TOWN HALL**

**AGENDA**

- A. APPROVAL OF MINUTES – Meeting of September 22, 2022
- B. APPROVAL OF CASH REPORTS
  - 1. Month Ended July 31, 2022
  - 2. Month Ended August 31, 2022
  - 3. Month Ended September 30, 2022
- C. COURTESY OF THE FLOOR
- D. RDA AUDIT – FISCAL PERIOD ENDED JUNE 30, 2021
  - 1. Presentation
  - 2. Discussion / Questions
  - 3. Board Review / Approval
- E. EXECUTIVE DIRECTOR REPORT
- F. ITEMS REQUIRING BOARD ACTION
  - 1. **RESOLUTION NUMBER 1502** – The RDA Board has been asked to review and consider for approval Resolution Number 1502, which extends the Consulting Agreement with Tony Hanna through December 31, 2023.
- G. GENERAL DISCUSSION
- H. ADJOURNMENT

MEMBERS OF AUTHORITY  
EARL BETHEL  
LEA B. GRIGSBY  
RONALD R. HECKMAN  
TRACY OSCAVICH  
CHRISTOPHER T. SPADONI, ESQ.

**REDEVELOPMENT AUTHORITY  
OF THE CITY OF BETHLEHEM**

10 East Church Street  
Bethlehem, PA 18018  
Phone: (610) 865-7055  
Email: RDA@bethlehem-pa.gov

AUCIA MILLER KARNER  
EXECUTIVE DIRECTOR  
HEATHER M. BAMBU  
SECRETARY  
MICHAEL E. RISKIN, ESQ.  
SOLICITOR  
TONY HANNA  
CONSULTANT

**MEETING NOTICE**

**TO: BOARD OF REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**

**RE: RESCHEDULED REGULAR MEETING – DECEMBER 6, 2022**

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A rescheduled regular meeting of the Board of the Redevelopment Authority of the City of Bethlehem has been scheduled to occur on **TUESDAY, DECEMBER 6, 2022** at 5:00 P.M. This meeting will occur in Town Hall at Bethlehem City Hall; 10 East Church Street; Bethlehem, PA.

Please note this rescheduled meeting will replace the RDA regularly scheduled meeting dates for November 2022 and December 2022 due to conflicts with the upcoming holidays these months.

If you have any questions regarding this or any other RDA items, please contact our office. Thank you for your cooperation.

Heather M. Bambu  
Administrative Coordinator / Board Secretary

MEMBERS OF AUTHORITY  
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LEA B. GRIGSBY  
RONALD R. HECKMAN  
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SOLICITOR  
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CONSULTANT

**GOTOMEETING DETAILS**

**5:00 PM ON DECEMBER 6, 2022**

Below please find details to participate and/or view this upcoming meeting of the RDA live as it occurs.

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RDA Rescheduled Board Meeting  
Tue, Dec 6, 2022 5:00 PM - 6:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/789038325>

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (312) 757-3121  
- One-touch: <tel:+13127573121,789038325#>

Access Code: 789-038-325

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

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Additional information will be available to view future RDA meetings live via YouTube.

Please contact our office with any questions. Thank you.

**RESOLUTION NUMBER 1502**

**WHEREAS**, the Redevelopment Authority of the City of Bethlehem (RDA) entered into a Consulting Agreement, dated March 25, 2021, with Tony Hanna (Consultant) to provide consulting services to the RDA; and

**WHEREAS**, said agreement has been extended multiple times with the current extension expiring on December 31, 2022; and

**WHEREAS**, the RDA desires to continue to receive said services from the Consultant through December 31, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, the RDA and Consultant agree to extend the consulting agreement for the period of January 1, 2023 through December 31, 2023.

**BE IT FURTHER RESOLVED**, that the Chairperson or Vice-Chairperson, is authorized to execute the extension of this agreement on behalf of the Redevelopment Authority of the City of Bethlehem, same to be attested to by the Secretary.

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a Redevelopment Authority of the Commonwealth of Pennsylvania with an address of 10 East Church Street, Bethlehem, Pennsylvania 18018 ("RDA") and TONY HANNA, an adult individual with an address of 2524 West Walnut Street, Allentown, PA 18104 ("CONSULTANT").

### BACKGROUND

A. RDA desires that CONSULTANT perform certain consulting services ("Services") for the RDA.

B. CONSULTANT desires to work as a consultant for the RDA under the terms and conditions as hereinafter set forth.

NOW THEREFORE, in consideration of their mutual promises, each to the other, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Consultation Services. The RDA hereby engages the CONSULTANT to perform essentially the Services that CONSULTANT had previously provided to RDA in accordance with the terms and conditions set forth in this Agreement.

2. Principal Contact. CONSULTANT'S principal contact at the RDA shall be Ronald Heckman, or his designee.

3. Term of Agreement. This Agreement shall be in full force and effect commencing January 1, 2023. It shall remain in effect for a period of twelve (12) months ("Term"), at which time this Agreement may be extended for an additional term of such length as determined by RDA and CONSULTANT ("Extended Term"). This Consulting Agreement shall automatically terminate at the end of the Term or the Extended Term.

4. Time Devoted by Consultant. The RDA is interested only in the result to be achieved, and the conduct and control of CONSULTANT'S work will be CONSULTANT'S sole and complete responsibility. CONSULTANT alone shall determine the hours CONSULTANT is to work on any given day and the location where CONSULTANT performs the Services. The RDA will rely on CONSULTANT to work the number of hours that are reasonably necessary to fulfill the purposes of this Agreement.

5. Place Where Services Will be Rendered. The CONSULTANT will perform most Services in accordance with this Agreement at such places as the CONSULTANT may desire, except when travel is requested by RDA.

6. Access to Facilities. Should CONSULTANT and RDA determine that it is necessary to have access to the RDA'S facilities to perform the Services under this Agreement, CONSULTANT shall be granted access limited to those facilities required to render the Services.

7. Payment to Consultant. CONSULTANT shall be compensated in the amount of Two Thousand (\$2,000.00) Dollars per month for Services rendered on behalf of the RDA during the Term and any Extended Term, which sums shall be paid on the first day of each month beginning on January 1, 2023. Only those expenses incurred and approved, in writing, by the RDA in advance shall be the responsibility of the RDA. All other expenses shall be CONSULTANT'S responsibility. As an independent contractor, CONSULTANT shall not be entitled to any fringe or other benefits, including workers' compensation coverage, insurance or pension of any nature, which the RDA provides to its employees. CONSULTANT is solely responsible for meeting all of CONSULTANT'S insurance needs.

8. Independent Contractor. Both the RDA and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of CONSULTANT'S duties under this Agreement. Accordingly, the CONSULTANT shall be responsible for payment of all taxes including federal, state and local taxes arising out of the CONSULTANT'S activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. During CONSULTANT'S contacts with third parties CONSULTANT shall identify himself as a consultant for the RDA and not as an employee. CONSULTANT does not have the power or authority to bind the RDA in any capacity, without specific written permission by the RDA to do so.

9. Indemnification. CONSULTANT hereby agrees to release, defend, indemnify and hold the RDA, its employees, agents, officers, directors and shareholders harmless from any claim (including, but not limited to, claims for personal injury, damage to property, and negligence) arising out of CONSULTANT'S activities or in connection with providing the Services.

10. Confidentiality & Nondisclosure.

(a) During the term of this Agreement CONSULTANT recognizes that confidential, proprietary information will be disclosed to CONSULTANT by the RDA both in written form and in oral discussions. All information and materials acquired by CONSULTANT, directly or indirectly, from the RDA, including but not limited to information which may have been disclosed to CONSULTANT by customers or suppliers of the RDA which is or could have been subject to a confidentiality agreement executed by the RDA, shall be and remain confidential and shall not be disclosed to third parties without the prior, written approval of the RDA.

(b) CONSULTANT will not photograph, sketch, copy or otherwise record confidential documents, except as may be authorized in writing by the RDA. CONSULTANT agrees that any and all such records and copies made or kept by CONSULTANT, wherever completed or wherever kept, at home or otherwise, in connection with the Services performed

under this Agreement shall be and are the sole and exclusive property of the RDA and that the RDA has the sole right to obtain copyrights upon any such writings. CONSULTANT agrees that upon the termination of this Agreement, CONSULTANT shall place all such notes and records in the RDA'S possession and shall not retain or take with CONSULTANT, without the prior written consent of the RDA, any notes and records or other reproductions relating or pertaining to, or connected with the Services.

(c) CONSULTANT agrees that any information or any idea, invention, copyrightable work, improvement, technique, strategy, development, program, product, discovery, design, formula, process, know-how and data, original work of authorship, computer program, concept and trade secret, whether tangible or intangible, directly or indirectly resulting from or created by or through the CONSULTANT, or otherwise originated by CONSULTANT solely or jointly with others during the term of this Agreement with the RDA (whether or not patentable or registrable under copyright, trademark or similar laws and whether or not at a commercial stage) (hereinafter the "Intellectual Property"), shall be the sole and exclusive property of the RDA, with all copyrightable works to be considered "works for hire", whether or not said works are, or might be considered, "works made for hire" under federal law.

11. Survival of Certain Obligations; Injunctive Relief. The obligations set forth in Paragraph 10 shall survive the expiration or termination of this Agreement. Should there be a breach of those provisions, CONSULTANT acknowledges that the RDA would suffer irreparable harm and shall be entitled to injunctive relief in addition to any other available remedies.

12. No Conflicts. CONSULTANT certifies that CONSULTANT is currently under no outstanding agreement or obligation which conflicts with or prevents CONSULTANT from performing the Services under this Agreement, and that this Agreement does not constitute a breach of any obligation CONSULTANT has to a third party. CONSULTANT further agrees not to enter into any such conflicting agreement during the term of this Agreement and CONSULTANT is not to provide any similar consulting services for any other RDA which conducts or provides any similar services or products as the RDA during the term of this Agreement or any extensions.

13. Termination Provisions. This Consulting Agreement may be terminated by RDA at any time for any good reason.

14. Severability. In the event that any section, paragraph or term of this Agreement shall be determined to be invalid or unenforceable by any competent tribunal for any reason, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of this Agreement is adjusted to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.

15. Amendment. This Agreement may be amended only by mutual agreement of the parties in writing.

16. Law Governing. The interpretation and enforcement of this Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania and the parties hereby consent to jurisdiction in the federal or state courts in the Commonwealth of Pennsylvania.

17. Complete Agreement. This Agreement contains the entire agreement between the parties in respect to the subject matter hereof and supersedes any and all other agreements for consultation, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed in accordance to its fair meaning and not strictly for or against any of the parties.

18. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

19. Signatures. Both the RDA and the CONSULTANT agree to the above contract. This is a personal services contract and is not assignable by CONSULTANT.

ATTEST:

REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
TONY HANNA