

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

THURSDAY, JANUARY 25, 2024 - 5:00 PM

TOWN HALL

AGENDA

A. MINUTES

1. Regular Monthly Meeting – September 28, 2023

B. CASH REPORTS

1. Month Ended August 31, 2023
2. Month Ended September 30, 2023
3. Month Ended October 31, 2023
4. Month Ended November 30, 2023

C. COURTESY OF THE FLOOR

D. ITEMS REQUIRING BOARD ACTION

1. **REAFFIRM EMAIL VOTES**

- a. **2022 CDBG AGREEMENT AND AMENDMENT** – Authorized the RDA to enter into an Agreement and an Amendment with the City of Bethlehem for 2022 CDBG Funds. These funds are being provided for costs incurred by the RDA as part of the blight remediation program and the funds will expire December 31, 2024.
 - b. **RESOLUTION NUMBER 1509** – Resolution Number 1509 authorized the RDA to submit an application for Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) Grant funds for blight remediation as supported by the Blight Remediation and Mitigation Plan.
 - c. **USE PERMIT AGREEMENT – CHRISTMAS CITY VILLAGE** – Authorized the RDA to enter into a Use Permit Agreement with the Lehigh Valley Chamber of Commerce and the use of the RDA portion of the Sun Inn Courtyard property as part of the Christmas City Village event during the 2023 holiday season.
2. **RESOLUTION NUMBER 1510** – The RDA Board has been asked to review and consider Resolution Number 1510, which authorizes Laura Collins to replace Alicia Karner as Executive Director of the RDA.
 3. **RESOLUTION NUMBER 1511 - RDA CONSULTANT AGREEMENT** – The RDA Board has been asked to review and consider Resolution Number 1511, which authorizes the RDA to enter into a Consulting Agreement with Tony Hanna for the period of January 1, 2024 through June 30, 2024.

4. **AMENDMENT TO AGREEMENT – 723 BROADWAY PROJECT** – The RDA Board has been asked to review and consider for approval Amendment Number 3 to the Cooperation Agreement between the RDA and Community Action Lehigh Valley (CALV) for the renovations to 723 Broadway. The RDA received Blight Remediation Program grant funds to use towards the renovation of this blight certified property. Due to the post-bid cost being greater than the estimated project cost, Amendment Number 3 will provide an additional \$137,658.80 of Blight Remediation Program grant funds to this project, resulting in a total renovation cost of \$293,818.80. If acceptable, this amendment can be approved via motion.
 5. **AUTHORITY FUND CLOSURE** – The RDA Board has been asked to review and consider the closure of the TIF Authority Fund investment account through the payment of uncollected project management fees to the RDA. The amount of uncollected project management fees is in excess of the Authority Fund balance available and payment of the RDA for these fees will fully utilize all remaining Authority Funds. After this payment is completed, the Authority Fund account can be closed. If acceptable, this payment of remaining Authority Funds and the closure of the account can be approved via motion.
 6. **MEMORIAL BENCH** – The RDA Board has been asked to review and consider approval of payment, from RDA General Funds, for a memorial bench located on the Hoover-Mason Trestle. This bench is dedicated in memory of former RDA Board member, and Chairperson, H. Frances Doyle whose years of service included the formation of the TIF and its earliest years contributing to TIF projects at the Steel Stacks site. If acceptable, this payment can be approved via motion.
- E. ANNUAL MEETING – 2024
1. Election of Officers
 2. Re-appoint Solicitor
 3. Reaffirm meeting date / time
- F. GENERAL DISCUSSION
- G. ADJOURNMENT

**AGREEMENT BETWEEN THE CITY OF BETHLEHEM
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
FOR**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2022

THIS CDBG SUBRECIPIENT AGREEMENT, entered this ____ day of _____, 2023 by and between the CITY OF BETHLEHEM, with an address of 10 East Church Street, Bethlehem, PA 18018 (hereinafter called the “Grantee”) and the **REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM** (hereinafter called the “Subrecipient”), with an address of 10 East Church Street, Bethlehem, PA 18018.

WHEREAS, the Grantee has applied for and received CDBG funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee’s funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the parties, and for other good and valuable consideration, and intending to be legally bound, that:

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

Subrecipient will be responsible for the administration of a CDBG activity entitled **Bethlehem Redevelopment Authority (“RDA”) Acquisition and Rehabilitation of Real Property** (the “Activity” or sometimes, “program” or “project”) and will be awarded **\$35,000** in program year (“PY”) 2022 CDBG funds (the “Grant”) to administer the Activity. The Subrecipient shall be responsible for administering the Activity in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. Unless later modified by the City, the following CDBG activity matrix code(s) apply to the Activity: **14G** Rehabilitation: Acquisition (primary activity); and **17C** Commercial/Industrial: Building Acquisition, Construction, Rehabilitation (secondary activity).

2. Program

The Subrecipient is receiving Grant funding for administering the Activity. See Exhibit 1 for additional detail on scope of Subrecipient’s activities under this Agreement.

3. General Administration: Use of Grant Funds

The budget in Section 4 will be used to reimburse Subrecipient for Eligible Expenses(defined below) incurred during the Term (defined below) of this Agreement.

B. National Objectives

1. All activities funded with CDGB funds must meet one of the CDBG program’s national objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208 (“National Objectives”).

2. The Subrecipient certifies that the CDBG activity(ies) carried out under this Agreement will meet the following National Objective(s), as applicable:

- a. 14G. Rehabilitation: Acquisition. The Subrecipient certifies that this activity is an eligible CDBG activity pursuant to 24 CFR 570.202(b)(1). This activity shall satisfy the National Objective requirement through benefit of low- and moderate- income persons by low- and moderate- income housing activities (LMH) as stated in 24 CFR 570.208(a)(3), or another permissible National Objective, as they may change from time to time, including without limitation:

570.208(d)(5)(ii) and (d)(6)(ii) - LMHSP Low/mod housing benefit, CDFI or NRSA

570.208 (b)(1) - SBA Slum/blight area benefit

570.208 (b)(2) - SBS Slum/blight, spot basis

570.208 (b)(3) - SBA Slum/blight area benefit

570.208 (c) - URG Urgent need

- b. 17C. Commercial/Industrial: Building Acquisition, Construction, Rehabilitation. The Subrecipient certifies that this activity, if applicable, is an eligible CDBG activity pursuant to 24 CFR 570.203(a). If this matrix code is utilized, this activity shall satisfy the National Objective requirement through meeting the requirements of a permissible 17C National Objective at 24 CFR 570.208, as they may change from time to time, including without limitation the following 24 CFR 570 sections:

570.208 (a)(1) - LMA Low/mod area benefit

570.208 (d)(6)(i) - LMAFI Low/mod area benefit, community development financial institution (CDFI)

570.208 (d)(5)(i) - LMASA Low/mod area benefit, neighborhood revitalization strategy area (NRSA)

570.208 (a)(2) - LMC Low/mod limited clientele benefit

570.208 (a)(4) - LMJ Low/mod job creation and retention

570.208 (a)(4)(iv)(B) - LMJP Low/mod job creation, location-based

570.208 (b)(1) - SBA Slum/blight area benefit

570.208 (b)(2) - SBS Slum/blight, spot basis

570.208 (b)(3) - SBA Slum/blight area benefit

570.208 (c) - URG Urgent need

3. Grantee may unilaterally change the matrix code, national objective, and/or accomplishment type of any above activity, if necessary or advisable, to comply with applicable HUD guidance or regulation or if otherwise advisable. Such change will be an Administrative Amendment per Section 7.G.

C. Levels of Accomplishment – Goals and Performance Measures

14G. Rehabilitation: Acquisition. The performance measurement used to measure activity success will be the number of housing units assisted with the Grant funds. Accomplishment Type: 10 Housing Units. Subrecipient's goal is to assist at least one (1) housing unit. Other permissible accomplishment types(s) may be utilized, at Grantee's discretion, including without limitation 08 (businesses) and 09 (organizations), as applicable to the corresponding National Objective.

17C. Commercial/Industrial: Building Acquisition, Construction, Rehabilitation. Subject to Grantee's discretion, performance measurement used to measure activity success will be any permissible accomplishment type(s) for the forgoing matrix code in this paragraph including without limitation 08 (businesses) and 09 (organizations), as applicable to the corresponding National Objective.

D. Staffing

Any changes in the key personnel assigned to the Activity or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against applicable goals and performance standards as stated above or elsewhere in this Agreement. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within seven (7) days after being notified by the Grantee, Agreement suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Project Location: 10 East Church Street, Bethlehem, PA 18018 (RDA office address)
Service Area: City Wide
Matrix Code/
Eligibility Citation: 14G activity: 24 CFR 570.202(b)(1); 17.C activity: 570.203(a)
Amount Funded/Grant: \$35,000 (PY 2022 CDBG)

SECTION 3. TIME OF PERFORMANCE (TERM)

Services of the Subrecipient shall **start on January 1, 2022 and end on December 31, 2022** (the “Term”). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Expense	CDBG Award	Total
Eligible Expenses	\$ 35,000	\$ 35,000
Project Totals	\$ 35,000	\$ 35,000

Under this Agreement, “Eligible Expenses” means the following eligible expenses, including without limitation:

- Staff salary and fringe
- appraisal fees
- engineering / survey reports and fees
- title search fees
- property maintenance costs
- property clean-up costs,
- meeting advertising costs,
- legal costs as may be necessary for operations of the Activity.

Reimbursement of Subrecipient for any cost/expense not contained in the above list shall be subject to the prior approval of the Community Development Bureau Housing and Community Development Administrator.

If applicable, any indirect costs charged must be consistent with the conditions of Section 8, Paragraph (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the Grant amount stated in Section 1. Drawdowns for the payment of Eligible Expenses shall be made against the line-item budgets specified in Section 4 and in accordance with applicable performance measures. Expenses for general administration, if applicable, shall also be paid against the line-item budget specified in Section 4 and in accordance with applicable performance measures.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200.302.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City of Bethlehem

Laura Collins
City of Bethlehem
10 East Church Street
Bethlehem, PA 18018
(610) 997-7630
lcollins@bethlehem-pa.gov

w/cc to: City of Bethlehem Legal Bureau

w/cc to: Housing and Community Development Administrator

Subrecipient

Tracy Oscavich, Chairperson
Redevelopment Authority of the City of Bethlehem
10 East Church Street
Bethlehem, PA 18018
(610) 865-7055

w/cc: Heather Bambu-Weiss: hbambu@bethlehem-pa.gov

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement, and shall maintain such insurance in effect for the duration of this Agreement. Subrecipient shall submit to the Grantee a certificate of insurance evidencing the existence of an in force Workers' Compensation insurance policy as proof of compliance with this requirement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage, and shall supply copies of the fidelity bond and certificate(s) of insurance to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons ("Administrative Amendment"). If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

1. Grantee may terminate this Agreement with Subrecipient based on Subrecipient's default on any of the following grounds:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

2. In accordance with 2 CFR Part 200.338–342, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the Grant will not accomplish the purpose for which the Grant was made, the Grantee may terminate the Grant in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within thirty (30) days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

1. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200.49–50 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, 2 CFR Part 200.333–337, Pennsylvania Right-to-Know Law, and the Pennsylvania Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, 2 CFR Part 200.333–337, Pennsylvania Right-to-Know Law, and the Pennsylvania Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200 Subpart F.

3. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Term. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for Eligible Expenses actually

incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

4. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.107.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

5. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.443 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all City of Bethlehem and State of Pennsylvania civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order

11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, Pennsylvania Right-to-Know Law, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that

demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This Agreement shall be enforced by, governed by, and interpreted under the laws of the State of Pennsylvania, and/or the District Court for the Eastern District of Pennsylvania, as applicable, without concern for the rules governing conflict of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BETHLEHEM

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By _____
J. William Reynolds, Mayor

By _____
Tracy Oscavich, Chairperson

Date: _____

Date: _____

Attest:

Witness/Attest:

By _____
George Yasso, Controller

By _____
Name & Title: _____

Date: _____

Date: _____

The within Agreement is certified to be needed,
Necessary, and appropriate.

By _____
City of Bethlehem Department Head
Laura Collins, Director, DCED

(For City Use Only)

I hereby certify that the foregoing Agreement is founded on Appropriation Item # 009A-93322 amounting to \$35,000, that the estimated amount of expenditures under this Agreement are within the amount of said Appropriation and are charged against said Appropriation Item.

Eric R. Evans, Business Administrator

EXHIBIT 1

SCOPE OF ACTIVITY

SUBRECIPIENT: (15) REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

ACTIVITY: Bethlehem Redevelopment Authority Acquisition and Rehabilitation of Real Property

FUNDING: CDBG

SUMMARY: The Redevelopment Authority of the City of Bethlehem (“RDA”), also referred to herein as “Subrecipient,” serves a critical role in assisting the City with reducing and eliminating blight through its Acquisition and Rehabilitation of Real Property program. The need to reduce and eliminate blight is consistent with the City’s Consolidated Plan as well as in direct support of the Blight Remediation Study of 2018, to which the RDA was a partner. The Grant will provide the RDA with reimbursement to costs incurred as part of the blight remediation process, allowing for its continual operations. The population served through funds for blight remediation is the population of the City, with an emphasis on low- and moderate-income persons, as well as persons having special needs. Although blight is of concern for the entire City, the prevalence of it in the more stressed, and bordering stressed, markets of the City is apparent from the market value analysis (MVA) conducted as part of the Blight Remediation Study of 2018. Such stressed and/or border stressed areas are most often located within the identified low / moderate income census tracts of the City. Although a property is certified as vacant and blighted and although the RDA may be incurring costs with the anticipation of acquiring the property to correct its condition, the process does not prevent any of the following:

- Owner remediating the condition of the property and removing all conditions which deemed it to be blighted;
- Owner selling / transferring the property to a new owner; and/or
- Property being sold to a third-party as a result of a County Tax Sale / Sheriff Sale.

In these situations, the RDA would have been following the process toward acquisition of a blight certified property with the anticipation of acquiring the property to remediate the blighted condition. None of these situations can be anticipated prior to incurring such costs nor can incurring such costs be delayed until the property is acquired as the services provided by the costs are needed for the acquisition to occur. All costs being incurred can be identified as part of the blight remediation process even though the ownership of the property may not be with the RDA when the blight issues are resolved.

A. SCOPE OF SERVICES: In connection with the Activity, RDA/Subrecipient will perform and/or obtain services, including without limitation, the following:

- Conduct any necessary Blighted Property Review Committee (“BPRC”) legal and other advertising.
- Obtain reports and services in connection with the housing rehabilitation blight remediation program and individual properties, such as, including without limitation:
 - appraisals reports
 - engineering reports
 - survey
 - title searches
 - secure property maintenance and clean-up services
 - contract for transaction and related legal services

B. GOALS AND OBJECTIVES

The objective met with this activity is improving vacant and blighted properties. Through a blight certification process involving both the City of Bethlehem Planning Commission and Blighted Property Review Committee, the RDA is continually active with addressing blight certified properties. Although initial attempts made to seek voluntary compliance, there are times when property acquisition through negotiations or eminent domain condemnation becomes necessary. The initial goal of the RDA, with support from the City, continues to be to have the property rehabilitated and returned to a code compliant property. However, some structures are technically or economically infeasible to rehabilitate, resulting in demolition being the option chosen to remediate the blight. While certification of new properties and resolution of existing certified properties is a barometer of tracking the program progress, blight remediation is a continual process with economic and other issues continually impacting our community, as evident by

continuing to identify potential new blighted properties within the City. The performance measurement(s) used to measure activity success are specified in Section 1.C of the Agreement.

C. TIMELINE

The certification of new properties as vacant and blighted while resolving existing certified properties is a continual process. Some properties are able to be addressed and require little time resulting in relatively quick completion. However, other blight remediation projects can be quite time-consuming and challenging, resulting in extended periods of time for resolution. A program such as blight remediation is a continual process which cannot have a definitive start or end date, but rather has timelines driven by the individual properties and the challenges associated with each project.

ATTACHMENT A

REQUEST FOR PAYMENTS REQUIRED SUPPORTING DOCUMENTATION (revised 2022)

1. Requests for reimbursement of CDBG eligible costs incurred may be submitted to the City on a monthly basis following the full execution of your organization's CDBG subrecipient agreement with the City (referred to as the "Agreement"). Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. If a change in original line items in the budget, a budget modification request must be sent to the City of Bethlehem Department of Community and Economic Development ("DCED"). The Subrecipient must complete an invoice detailing payment requests, and an official City of Bethlehem voucher and submit these documents with appropriate back-up documentation to prevent payment delays.
2. Requests for payment of personnel expenses if eligible under the Agreement, must include at least one (1) of the following as back-up documentation for all employees or other staff for which the Subrecipient is requesting reimbursement:
 - a. Copy of payroll register
 - b. Copies of pay checks

NOTES:

- a. Personnel Expenses. For any Subrecipient personnel expenses eligible to be reimbursed with City CDBG funding under the Agreement, a job description with corresponding staff member name should have been submitted within Subrecipient's original CDBG funding application and should be on file with DCED. A revised job description must be submitted to DCED if the job description for the applicable position changed following the submission date of the application or if the original staff member identified in the application no longer occupies the position at the time the draw request is submitted. **If personnel expenses are not 100% paid for by CDBG funds under this Agreement, copies of allocations showing a split of funding between CDBG and other funding sources must be submitted with the draw request.**
 - b. If the CDBG Agreement permits City CDBG funding to be used for the payment of Subrecipient consultant expenses, the Subrecipient must submit an executed contract between the Subrecipient and the consultant prior to the first payment request. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of any consultant expenses.
3. Requests for reimbursement for Subrecipient's previously-paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the Subrecipient. If Subrecipient paid an invoice electronically, the Subrecipient may submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.
 4. The first payment request will be processed only after a subrecipient agreement between the City of Bethlehem and the Subrecipient is in place.
 5. Subrecipient Quarterly Reports must be current and on file with DCED in order to receive reimbursement payments. Such reports must be submitted by the Subrecipient through the Neighborly portal.
 6. All Subrecipient reimbursement requests will be reviewed by City staff for accuracy, completeness, and compliance with CDBG and other applicable guidelines. The City may request additional documents and/or information as a condition for payment of any draw request. The attached Agreement contains additional payment provisions. The City may enact additional payment policies from time-to-time.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed, as applicable to the particular activity:

1. Records providing a full description of each activity assisted with CDBG funds;
2. Records establishing the location of the activity with CDBG funds, if applicable;
3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;
4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201, Pennsylvania Right-to-Know Law, and Pennsylvania Open Public Records Act.
5. For each activity determined to benefit low- and moderate- income persons, the income limits applied and the point in time when the benefit was determined.
6. For an activity determined to benefit low- and moderate- income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low- and moderate- income persons, the following:
 - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low- and moderate- income persons; or
 - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low- and moderate- income persons; or
 - Data showing the size and the annual income of the family of each person receiving the benefit.
 - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.
7. Any other records required by 24 CFR 570.506 or other applicable section(s) of 24 CFR 570.

**AMENDMENT NO. 1 TO
CDBG SUBRECIPIENT AGREEMENT BY AND BETWEEN
CITY OF BETHLEHEM
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**

This AMENDMENT NO. 1 to Community Development Block Grant program year (“PY”) 2022 CDBG subrecipient agreement (“Amendment”) is entered into as of the ____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the “Grantee,” and the **REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**, hereinafter referred to as the “Subrecipient.”

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**; and

WHEREAS, the Grantee and Subrecipient wish to extend the term of the Agreement, sometimes also referred to as the Subrecipient’s “time of performance,” 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. The Term of the Agreement is hereby extended by two (2) one year renewal periods until **December 31, 2024**. Such Term extension shall be effective as of the expiration date of the Term defined in Section 3 of the Agreement.

- 2. That all other terms and conditions of the Agreement 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:			CITY OF BETHLEHEM
	_____		_____
City Controller	Date	Mayor	Date
ATTEST:			REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
	_____		_____
Title: _____	Date _____	Title: _____	Date _____

This Amendment is certified as needed, necessary, and appropriate.

By: _____
City of Bethlehem Department Head
Laura Collins
Department of Community and Economic Development

RESOLUTION NUMBER 1509

WHEREAS, the Pennsylvania Housing Affordability and Rehabilitation Enhancement Program (“PHARE”) was established by Act 105 of 2010 to provide a mechanism by which certain funds would be used to assist with the creation, rehabilitation and support of affordable housing throughout the Commonwealth of Pennsylvania;

WHEREAS, the Redevelopment Authority of the City of Bethlehem (“the RDA”) is a state incorporated government redevelopment authority with the powers vested by Pennsylvania Redevelopment Authority law;

WHEREAS, the RDA and the City of Bethlehem (“the City”) have a strong working relationship toward meeting the national objective of blight removal;

WHEREAS, the RDA and COB partnered on an eight-month planning process to develop a Blight Remediation and Mitigation Plan (“the Plan”) to address blighted properties and disinvested neighborhoods at risk of further decline with the City of Bethlehem;

WHEREAS, Pennsylvania Housing Finance Agency (“PHFA”) administers the PHARE program and has announced a Request for Proposals inviting applications to be submitted for 2023 PHARE program funding;

WHEREAS, the RDA desires to submit an application for 2023 PHARE funding to be used for blight remediation as supported by the Blight Remediation and Mitigation Plan;

WHEREAS, the RDA has identified the City as a partner for the submission of this PHARE application as well as a partner toward meeting the national objective of blight removal.

THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Bethlehem that:

1. In partnership with the City of Bethlehem, the Redevelopment Authority of the City of Bethlehem desire to submit an application for 2023 PHARE program funding to be used for blight remediation as supported by the Blight Remediation and Mitigation Plan is hereby approved.
2. The Executive Director, on behalf of the Redevelopment Authority of the City of Bethlehem, is authorized and directed to execute a Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) fund application.

**REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

PREMISES: Sun Inn Courtyard

PURPOSE: The Greater Lehigh Valley Chamber of Commerce, through its Downtown Bethlehem Association, will be hosting the Christmas City Village 2023 during the period of November 9, 2023 through December 24, 2023. During this free event, vendor huts will be placed on Redevelopment Authority property located within the Sun Inn Courtyard. The Greater Lehigh Valley Chamber of Commerce, through its Downtown Bethlehem Association, will be responsible for all clean-up, damage repair and insurance coverage during the event.

DURATION: October 30, 2023 through January 8, 2024, which includes event set-up and removal for the Christmas City Village 2023 event.

THIS USE PERMIT AGREEMENT is entered into this 30th day of October, 2023, by and between the GREATER LEHIGH VALLEY CHAMBER OF COMMERCE, by and through its Downtown Bethlehem Association, with its mailing address at 74 West Broad Street, Suite 240, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter referred to as "Permittee")

AND

THE REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a public body corporate, established pursuant to Urban Redevelopment Law of the Commonwealth of Pennsylvania, with its offices and principal place of business situate at 10 East Church Street, City of Bethlehem, Northampton County, PA 18018 (hereinafter referred to as "Authority").

WITNESSETH:

WHEREAS Permittee desires to utilize the Premises identified above; and

WHEREAS, the Authority desires to grant a Use Permit to the Permittee for the premises described, for the purpose stated, and for the date(s) described above as duration.

NOW, THEREFORE, the Permittee is hereby acknowledged, and intending to be legally bound hereby the parties agree as follows:

A. Special Provisions

1. Submission of Public Safety Plan/EMS Standby. The Permittee shall comply with the following provisions.
 - i. At least thirty (30) days prior to the festival or special event is scheduled to begin, the Permittee must submit to the City of Bethlehem Parks and Public Property Director, City Fire Commissioners, Police Commissioner, and EMS Director a Public Safety Plan (hereinafter referred to as the "Plan") with said Plan addressing each item on the attached Exhibit "A" to the satisfaction of the City. The Permittee's festival or special event shall not be held on City property unless written approval has been granted by the City on or before the start date of the festival or special event to the Permittee's Plan.

- ii. 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 of Bethlehem 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 Ordinance of the City of Bethlehem.
2. Limitation of Permit. This "Use Permit" only applies to the land owned or controlled by the Authority and is subject to any use and all permits, easements, and other agreements the Authority may have interested into, including but not limited to, the "Grant of Easement for Public Courtyard" with the City of Bethlehem dated October 15, 1982.
3. Fees for the usage of the Premises will be due in accordance with the fee schedule adopted by City Council.

B. Standard Provisions

1. Grant of Non-Exclusive Use Permit. The Authority hereby grants to the Permittee a permit to use the Premises, as more particularly described above, for Permittee's non-exclusive use for the Purpose described above.
2. Purpose of Use Permit and Duration. The Premises shall be used for the Purpose described above only. The grant of this non-exclusive Use Permit shall run for the period of time indicated above as Duration.
3. Premises to Remain Open and Accessible to the Public. The Premises must remain open and accessible to the public at all times, except during the activities or events scheduled by and conducted by the Permittee. If the Premises covered by this Agreement pertains to a building or other enclosed structure, Authority will determine the days and hours for public access, and the days and hours that the building or other structure shall be closed and locked. Permittee shall avoid interference with or disruption of Authority and City of Bethlehem operations and activities.
4. Scheduling of Programs and Events. The Authority and Permittee will coordinate the scheduling of events for use of any facility or other building on the Premises. The Authority shall retain final approval over all scheduling matters.
5. Violations of Use Permit. Any violation of this Use Permit, as determined by the Authority in its sole discretion, shall result in the immediate termination of the Use Permit. Such violations include but are not limited to:
 - i. The preventions of the public from the use and enjoyment of the Premises at times when no activities or other event are scheduled.
 - ii. The exclusive use by the Permittee, to the exclusion of the public, of the facility or other building on the Premises during periods when no activities or other events are scheduled.
 - iii. The failure of the Permittee to obtain and provide the insurance required by this agreement.
 - iv. Violation and/or non-compliance with any federal or state law, or of the City of Bethlehem ordinance, policy, rule or regulation.

6. Required Insurance Coverage. The Permittee shall purchase and maintain comprehensive general liability insurance naming the "Redevelopment Authority of the City of Bethlehem and its officers and employees" as additional insured for a minimum of \$1,000,000.00 per occurrence and general aggregate of \$1,000,000.00. The Permittee shall furnish a Certificate of Insurance to the Authority office at the time of signing this Agreement. The said insurance shall cover public liability, products liability and property damage.
7. Indemnification of Authority. The Permittee shall indemnify, defend, save and hold harmless the Authority and its officers and employees, from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the use of the Premises by the Permittee, whether such claims be made by an employee of the Permittee, or by a third party, and whether or not it shall be claimed that the damage or injury or death was caused through the negligent act or omission in whole or in part of the Authority and/or its officers and/or employees. The Permittee shall, at the Permittee's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom and incurred in connection therewith, and if any judgement shall be rendered against the Authority and/or its officers and/or its employees in any such action, or actions, the Permittee, at the Permittee's own expense, shall satisfy and discharge the same.
8. Maintenance by Permittee. During the term that the Permittee is using the Premises, as granted by this Permit, the Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any damage to Authority property will be invoiced to the Permittee and must be reimbursed to the Redevelopment Authority of the City of Bethlehem within thirty (30) days of invoicing.
9. Renewal. This Permit shall not automatically renew, unless and otherwise agreed to in writing, signed by both the Permittee and Authority.
10. Environmental Protection / Energy Conservation / Compliance with Law. Permittee must at all times incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation. The best management practices would 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. Permittee shall fully and completely comply with all Ordinances, policies, rules and/or regulations of the City of Bethlehem, and all state and federal laws, rules and regulations pertaining to the Premises utilized herein and the uses thereof, and shall obtain all required permits. The Authority shall have the authority to enforce the ordinances of the City of Bethlehem and law of the Commonwealth of Pennsylvania at the Premises during the term of this Use Permit Agreement.
11. 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 the Permittee.

12. No Authority Services. Authority shall not be obligated to provide any services to Permittee incident to Permittee's use of the licensed property. Any services provided to Permittees by the Authority (e.g., clean-up, custodian during events and final day clean-up) shall be for separate consideration or fee to be paid by Permittee to the Authority. All charges are due and must be paid within thirty (30) days. If payment is not received within thirty (30) days, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof. Interest accruals will include, if applicable: any claims for damages (#8 above) and/or other services provided by the Authority.
13. Cancellations. The Authority may at its sole discretion, and with or without notice, postpone or cancel the exercise by Permittee of the permit granted hereby for causes beyond the Authority's control. Such causes shall include, without limitation, the laws, regulations, acts, demands, or interpositions of any Federal, State or Local Government Agency, acts of God, fire, flood, weather, or any other cause beyond City's control whether similar or dissimilar to the foregoing.
14. Removal of Personalty. At the termination of this permit, Permittee shall remove all of its personal property from the premises and return the premises to its condition existing at the commencement of this permit. On termination, if Permittee fails to return the Premises to its condition existing at the commencement of this Permit, Permittee agrees to pay to the Authority on demand, all costs incurred by the Authority to return and restore the Premises to its original condition. The Permittee shall remove all personalty from the Premises with two (2) days of the termination of this permit, and in the event of failure to do so, the Authority will impose a charge on Permittee for same.
15. Amendment. This Permit Agreement may not be amended or modified except in agreement in writing duly executed by the parties hereto.
16. Governing Law, Venue and Limitations of Actions. This Agreement shall be governed by and construed in accordance with the laws 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, Pennsylvania, only. Any and all civil actions or demands for arbitration by Permittee against the Authority pertaining to this Agreement and/or anything related thereto shall be subject to the following time limitation: civil actions must be commenced, and demands for arbitration must be filed with the American Arbitration Association, within six (6) months, it being the intent of the parties that this provision shall supersede any inconsistent statutory limitation period. This limitation of action provision shall not, however, apply to any civil action and/or demands for arbitration by the Authority against Permittee.
17. Dispute Resolution. For all claims, disputes and actions, the Authority may, at its sole option, either demand and require that the same be litigated in the Court of Common Pleases of Northampton County, or demand and require non-binding mediation under the auspices of and in accordance with the then applicable mediation rules and guidelines of the American Arbitration Association. Judgement upon the award rendered by the arbitration panel may be entered into the Court of Common Pleases of Northampton County, Pennsylvania. Election by the Authority of mediation and/or arbitration shall operate as an automatic stay of any litigation filed by the Permittee. The costs of and mediation and/or arbitration shall be borne equally by the parties.

18. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations by Permittee against the Authority, Permittee waives and relinquishes any and all claims for consequential damages, damages for delay and damages for acceleration.
19. Non-Assignable. The Permittee may not assign its interest hereunder, nor may permittee sublease the Premises, without the prior written consent of the Authority.
20. Termination. Either party may terminate this Agreement for any reason, on thirty (30) days advance written notice to the other party.
21. Security. If security services will be or are being required, then Permittee agrees to use the 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.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Permittee and the Authority have caused this Use Permit to be duly executed on the day and year first above written.

ATTEST:

Secretary

PERMITTEE:

GREATER LEHIGH VALLEY CHAMBER OF COMMERCE
D/B/A DOWNTOWN BETHLEHEM ASSOCIATION

By: Tammy Wendley

Name: TAMMY WENDLEY

Title: SVP BETHLEHEM INITIATIVES

Certificate of Insurance Naming "Redevelopment Authority of the City of Bethlehem and Its Officers and Employees" is attached: Yes / No

(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY THE AUTHORITY UNLESS REQUIRED CERTIFICATE OF INSURANCE IS ATTACHED)

ATTEST:

Heather M. Bambu
Secretary

AUTHORITY:

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

By: Tracy O'Scann

Name: Tracy O'Scann

Title: Chair person BRDA

EXHIBIT A

REQUIREMENTS FOR A PUBLIC SAFETY PLAN

A Public Safety Plan submitted to the City of Bethlehem, must include the following:

1. EMS Criteria:

- Education of event staff regarding how and when to contact 911 services.
- Signage / education of attendees regarding how to access 911 services.
- Evacuation plans, include the use of PSAs.
- Coordination of EMS needs with fire and police needs and requirements.
- Emergency contract information and means for contracting event administration staff.
- Notification method of anticipated surges in crowd size, unsafe conditions or events, on-site health facilities, if any.
- On-site communication system (event staff).
- Ability to monitor weather conditions.

2. Fire and Police Criteria:

- Administration, delegation, contacts and responsible parties.
- Staffing levels, organization and roles and training.
- Communications both internal and external, liaison contracts and procedures, emergency reporting and emergency announcements.
- Site security, staffing, site layout mapping, access points and evacuation points for both site areas and entire leased area.
- Evacuation plans for each site area as well as the entire leased area and coordination with local authorities.
- Traffic control both vehicular and pedestrian.
- Assembly and crowd control as it pertains to each specific site as well as to the entire leased area (staffing, clearing aisles and spaces, lighting, ingress and egress, etc.)

3. Event Public Safety Coordination:

- Medical / First Aid, ambulance stand-by and first aid station(s).
- Police, staffing levels, traffic control, coordinate with event administration.
- Fire, emergency procedures and fire reporting, fire protection (portable extinguishers, etc.), fire department stand-by (if required), fireworks permit, tent permit(s), cooking site inspections, access to fire department apparatus and emergency lighting.
- Utilities, electric, water, gas / propane, contracts, responsible parties and suppliers.
- Health, site inspections, waste management, restroom facilities inspections and maintenance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Yurconic Agency 5910 Hamilton Blvd Allentown PA 18106	CONTACT NAME: Jasmine Murray PHONE (A/C, No, Ext): (610) 770-6600 E-MAIL ADDRESS: jamurray@yurconic.com	FAX (A/C, No): (610) 770-6610
	INSURER(S) AFFORDING COVERAGE	
INSURED Lehigh Valley Chamber of Commerce, et al The Greater Lehigh alley Chamber of Commerce Foundation 158A Northampton St Easton PA 18042	INSURER A: Penn National Mutual Ins Co	NAIC # 14990
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23/24 PN Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP90687420	09/11/2023	09/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BP90687420	09/11/2023	09/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UL90687420	09/11/2023	09/11/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC90687420	09/11/2023	09/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			LL90687420	09/11/2023	09/11/2024	Per Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bethlehem and its officers and employees and the Redevelopment Authority of the City of Bethlehem and its officers and employees are named as additional insured in regards to general liability under form 71 1459 05/17 for the Christmas City Village event to be held from 10/30/2023 to 01/08/2024.

CERTIFICATE HOLDER

CANCELLATION

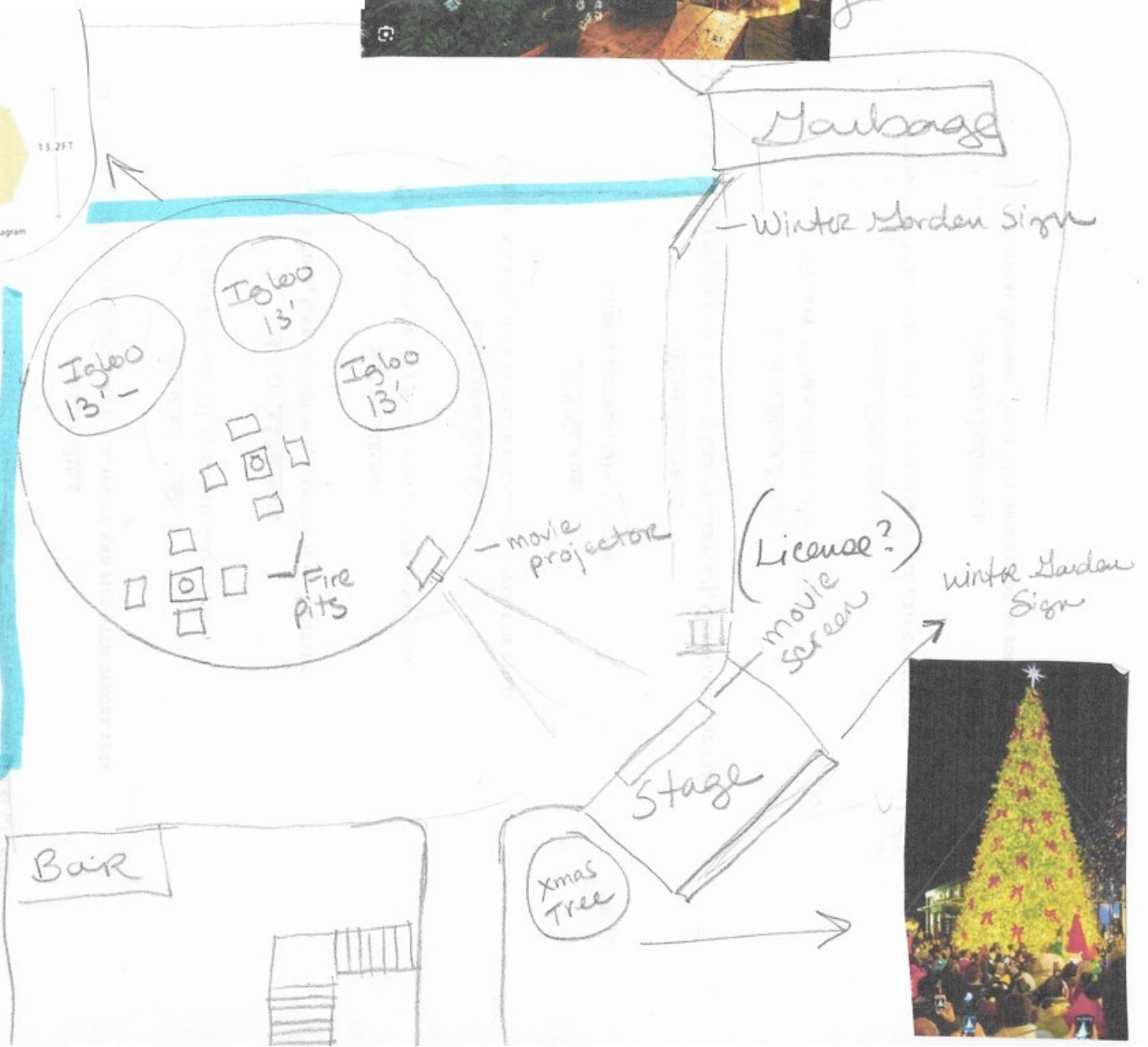
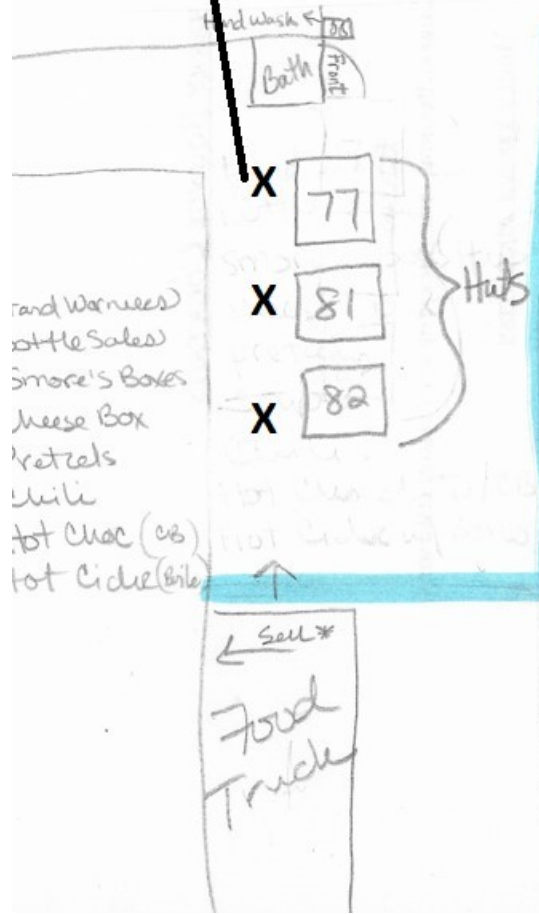
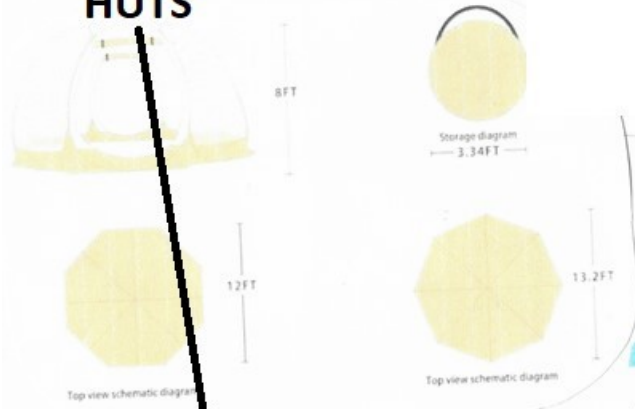
Redevelopment Authority of the City of Bethlehem 10 East Church St. Bethlehem PA 18018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CHRISTMAS CITY VILLAGE HUTS



Sat. Corstens



RESOLUTION NUMBER 1510

WHEREAS, the CITY OF BETHLEHEM, is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “CITY”); and

WHEREAS, the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, is a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with principal administrative offices at City Hall, 10 East Church Street, Bethlehem, PA 18018 (hereinafter referred to as the “RDA”); and

WHEREAS, the RDA was created pursuant to Resolution 4624 enacted on January 13, 1953 by the City Council of the City of Bethlehem to exercise powers authorized by the Urban Redevelopment Law. 35 PS §2701 et seq; and

WHEREAS, the RDA has completed many projects since its creation and continues to own and maintain certain improvements and performed certain actions authorized under the Urban Redevelopment Law; and

WHEREAS, the RDA is entering a phase under which its projects and resources are more limited in scope, but its value remains important; and

WHEREAS, the City and RDA recognize that a partnership between them is mutually valuable for the purpose of ensuring continuity in staffing and maintaining RDA operations with respect to the subjects and operations hereinafter identified; and

WHEREAS, the City wishes to provide continued executive leadership to the RDA following the departure of former Executive Director, Alicia Miller Karner.

NOW THEREFORE BE IT RESOLVED, that Laura Collins, currently serving as the Director of the Department of Community and Economic Development for the City, will act as Executive Director for the RDA.

BE IT FURTHER RESOLVED, that Ms. Collins will serve for no additional compensation and without benefits until such time as she no longer serves as Director of the Department of Community and Economic Development or other arrangements are made by the RDA or the City.

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

RESOLUTION NUMBER 1511

WHEREAS, Tony Hanna retired as employee, and former Executive Director, of the Redevelopment Authority of the City of Bethlehem, on March 31, 2021; and

WHEREAS, the Redevelopment Authority of the City of Bethlehem approved a Consulting Agreement with Mr. Hanna effective April 1, 2021; and

WHEREAS, said agreement was extended multiple times, through amendments, with the most recent extension ending December 31, 2023;

WHEREAS, the RDA desires to continue to receive consulting services from Mr. Hanna for as detailed in a new Consulting Agreement for the period of January 1, 2024 through June 30, 2024.

WHEREAS, said new agreement details all terms and conditions of these services, including the monthly fee of One Thousand and 00/100 (\$1,000.00) Dollars to be paid for such services.

NOW, THEREFORE, BE IT RESOLVED, that the RDA and Consultant agree to all terms and conditions contained within a Consulting Agreement for the period of January 1, 2024 through June 30, 2024.

BE IT FURTHER RESOLVED, that the Chairperson or Vice-Chairperson, is authorized to execute the Consultant 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 _____, 2024 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 (previously RDA Executive Director) 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 the Executive Director of the RDA. In the absence of the Executive Director, the contact will be the Chairperson of the RDA, or his/her designee.
3. Term of Agreement. This Agreement shall be in full force and effect commencing January 1, 2024. It shall remain in effect for a period of six (6) 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 One Thousand (\$1,000.00) 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, 2024. 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, however the entire amount due and owing under the terms of this agreement shall be paid in full in the event of an early termination, unless termination for cause or breach of contract.

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: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS:

CONSULTANT

By: _____

By: Tony Hanna

Name: _____

Name: Tony Hanna

**AMENDMENT NO. 3 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 _____, 2023, 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 Original Agreement, dated April 25, 2022, to clarify the division of maintenance responsibilities between CACLV and the RDA; and

WHEREAS, Original Agreement was further amended with the execution of Amendment No. 2 to Original Agreement, dated August 7, 2023, to extend the time of performance from December 31, 2022 to September 30, 2024; and

WHEREAS, CACLV and the RDA agree to further amend the Original Agreement to increase the funds allocated to this project by a total of \$137,658.80, from the original total amount of \$156,100.00 to the total amount of \$293,818.80, due to increased costs reflected in post-bidding documentation and as detailed in Exhibit "A" to this Amendment No. 3.

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

1. The RDA will increase its allocation of Blight Remediation Program grant award to CACLV by a total of \$137,658.80, from \$156,160.00 to \$293,818.80, to be used for the renovation of the property located at 723 Broadway, Bethlehem. The change in costs is further detailed in Exhibit "A" to this Amendment No. 3.
2. All other terms and conditions of the Agreement, dated March 8, 2022, Amendment No. 1, dated April 25, 2022, and Amendment No. 2, dated August 7, 2023, 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

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By: _____
Name: _____
Title: _____

ATTEST

Katherine Dwyer

COMMUNITY ACTION COMMITTEE OF
THE LEHIGH VALLEY, INC.

By: Dawn Godshall
Name: Dawn Godshall
Title: Executive Director

Exhibit "A"

PROJECT BUDGET
723 BROADWAY

723 BROADWAY	Blight Remediation Program Grant Funds			HOME Funds			Sale Proceeds	Total		
	Original	Updated (Post-Bidding)	Difference (Updated vs Original)	Original	Updated (Post-Bidding)	Difference (Updated vs Original)		Original	Updated (Post-Bidding)	Difference (Updated vs Original)
Sources: Budgeted Amount (Amount Financed per Executed Agreement)	\$ 156,160.00			\$ 111,700.00			\$ 110,000.00	\$ 377,860.00		
Updated Budget Amount (Post-Bidding Amount)		\$ 293,818.80	\$ 137,658.80		\$ 109,434.70	\$ (2,265.30)	\$ 110,000.00		\$ 513,253.50	\$ 135,393.50
				Above difference represents excess amount of financing provided with HOME agreement vs project costs to be incurred			Per Agreements, Sale proceeds to be returned to COB / RDA based upon funding allocation provided for project work			
Purchase Costs * (Property Value + Fees)				\$ 59,059.70	\$ 59,059.70	\$ -		\$ 59,059.70	\$ 59,059.70	\$ -
Construction Rehab - Contingency (10%)	\$ 14,120.00	\$ 26,710.80	\$ 12,590.80					\$ 14,120.00	\$ 26,710.80	\$ 12,590.80
Program Delivery (15%)				\$ 28,240.00	\$ 28,240.00	\$ -		\$ 28,240.00	\$ 28,240.00	\$ -
Architecture / Design				\$ 5,500.00	\$ 7,435.00	\$ 1,935.00		\$ 5,500.00	\$ 7,435.00	\$ 1,935.00
Resale Expenses				\$ 10,500.00	\$ 10,500.00	\$ -		\$ 10,500.00	\$ 10,500.00	\$ -
Carry Cost (1-year)					\$ 4,200.00	\$ 4,200.00		\$ -	\$ 4,200.00	\$ 4,200.00
Professional Services				\$ 4,200.00		\$ (4,200.00)		\$ 4,200.00	\$ -	\$ (4,200.00)
Cleanout costs	\$ 8,000.00	\$ 8,358.00	\$ 358.00					\$ 8,000.00	\$ 8,358.00	\$ 358.00
Lead Safe	\$ 2,000.00		\$ (2,000.00)					\$ 2,000.00	\$ -	\$ (2,000.00)
Bottom Level	\$ 11,200.00		\$ (11,200.00)					\$ 11,200.00	\$ -	\$ (11,200.00)
Contractor General Requirements		\$ 63,000.00	\$ 63,000.00					\$ -	\$ 63,000.00	\$ 63,000.00
Roofing		\$ 12,000.00	\$ 12,000.00					\$ -	\$ 12,000.00	\$ 12,000.00
Demolition		\$ 2,500.00	\$ 2,500.00					\$ -	\$ 2,500.00	\$ 2,500.00
Equipment		\$ 6,500.00	\$ 6,500.00					\$ -	\$ 6,500.00	\$ 6,500.00
Framing and General Carpentry		\$ 28,000.00	\$ 28,000.00					\$ -	\$ 28,000.00	\$ 28,000.00
Drywall		\$ 13,000.00	\$ 13,000.00					\$ -	\$ 13,000.00	\$ 13,000.00
Appliances	\$ 2,500.00	\$ 2,500.00	\$ -					\$ 2,500.00	\$ 2,500.00	\$ -
Cabinets	\$ 5,800.00		\$ (5,800.00)					\$ 5,800.00	\$ -	\$ (5,800.00)
Street Level	\$ 14,000.00		\$ (14,000.00)					\$ 14,000.00	\$ -	\$ (14,000.00)
Upper Level	\$ 14,000.00		\$ (14,000.00)					\$ 14,000.00	\$ -	\$ (14,000.00)
Attic Level	\$ 6,500.00		\$ (6,500.00)					\$ 6,500.00	\$ -	\$ (6,500.00)
Rear Porch	\$ 6,500.00		\$ (6,500.00)					\$ 6,500.00	\$ -	\$ (6,500.00)
Floor coverings		\$ 14,000.00	\$ 14,000.00					\$ -	\$ 14,000.00	\$ 14,000.00
Doors and Trim		\$ 16,750.00	\$ 16,750.00					\$ -	\$ 16,750.00	\$ 16,750.00
Painting		\$ 9,000.00	\$ 9,000.00					\$ -	\$ 9,000.00	\$ 9,000.00
Kitchen Finishes		\$ 3,500.00	\$ 3,500.00					\$ -	\$ 3,500.00	\$ 3,500.00
Front Porch and Façade	\$ 20,000.00	\$ 14,000.00	\$ (6,000.00)					\$ 20,000.00	\$ 14,000.00	\$ (6,000.00)
Electric	\$ 14,500.00	\$ 18,000.00	\$ 3,500.00					\$ 14,500.00	\$ 18,000.00	\$ 3,500.00
Plumbing	\$ 13,500.00	\$ 20,000.00	\$ 6,500.00					\$ 13,500.00	\$ 20,000.00	\$ 6,500.00
HVAC	\$ 18,500.00	\$ 21,000.00	\$ 2,500.00					\$ 18,500.00	\$ 21,000.00	\$ 2,500.00
Permit Fees	\$ 5,040.00		\$ (5,040.00)					\$ 5,040.00	\$ -	\$ (5,040.00)
Exterior Items		\$ 15,000.00	\$ 15,000.00					\$ -	\$ 15,000.00	\$ 15,000.00
Total Expenses	\$ 156,160.00	\$ 293,818.80	\$ 137,658.80	\$ 107,499.70	\$ 109,434.70	\$ 1,935.00	\$ -	\$ 263,659.70	\$ 403,253.50	\$ 139,593.80
Source Allocations	59%	73%		41%	27%			100%	100%	

**REDEVELOPMENT AUTHORITY
 OF THE CITY OF BETHLEHEM**

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

MEMORANDUM

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

FROM: HEATHER M. BAMBU; ADMINISTRATIVE COORDINATOR / BOARD SECRETARY

SUBJECT: ACCOUNT CLOSURE REQUEST – TIF AUTHORITY FUND INVESTMENT ACCOUNT

DATE: JANUARY 17, 2024

SUMMARY OF REQUEST: With TIF specific projects having been completed, the RDA is requesting the Authority Fund investment account be closed and the account balance be paid to the RDA, representing a portion of the Project Management (PM) fees due to the RDA. Although the total PM fees due is greater than the funds available, the RDA is requesting the portion of PM fees paid to the RDA equal the balance available in the Authority Fund account. Any remaining unpaid PM fees will be written-off the RDA financial records as uncollectible. At this time, the current balance in the Authority Fund account is \$34,240.58.

BACKGROUND: Beginning with the Hoover-Mason Trestle project, the RDA provided project manager services to the various projects within the designated TIF District. As project costs were paid, the RDA was entitled to receive a PM fee with a rate of 2% attributed to all construction costs and a rate of 10% attributed to all professional service costs. During the Hoover-Mason Trestle project, the RDA receipt of these PM fees was halted to ensure all construction and professional service project costs could be paid with available funds. Even though PM fees could not be received, the RDA continued to track the PM fees due for the remaining Hoover-Mason Trestle work as well as other subsequent projects. It was the hope that if funds remained when the TIF expired, the RDA could recover some, or all, of these outstanding PM fees at that time.

SUMMARY OF UNPAID FEES: Below is a summary of the unpaid PM fees due to the RDA since such payments were put on hold:

Invoice Period	Project	Construction Cost	Professional Service / Other Costs
2015 / 2016	Hoover-Mason Trestle – Phase II projects (costs from time when PM fees were halted)	\$4,195,723.44	\$ 971,435.73
2015 to 2017	Parking Garage Planning / Study – Phase III projects	Removed due to transfer of project costs to Bethlehem Parking Authority	
2017 to 2019	Greenway Commons Project	\$ 800,000.00	\$ 0.00
2017 to 2020	Steel Workers Memorial Relocation	\$ 0.00	\$ 109,585.13
2020 to 2021	2020 TIF Projects	\$ 623,911.02	\$ 115,989.58
Total Project Costs		\$5,619,634.46	\$1,197,010.44
RDA Project Management Fee Rate		2.00%	10.00%
Total Fees @ PM Fee Rates		\$ 112,392.69	\$ 119,701.04
Total Project Management Fee due to RDA		\$ 232,093.73	

ACTION REQUESTED: Since TIF project costs have been fully paid and since a balance of \$34,240.58 remains in the Authority Fund, the RDA requests the Authority Fund balance be paid to the RDA, representing a portion of the total PM fees due to it. The RDA will request this payment be made via transfer, by the RDA Trustee, to the RDA General Fund. This process is the same as occurred when PM fees were paid to the RDA when projects were active. After this payment has been completed, the RDA requests the Authority Fund account be closed. It is noted that the Authority Fund is the last investment account held by Fulton Financial as Trustee for the RDA involving the TIF financing.

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
SUMMARY
PROJECT MANAGEMENT FEE**

DATE: 08/26/2021

PM FEE INVOICE NUMBER: PM SUMMARY

BILLING PERIOD: VARIOUS, DETAILED BELOW

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
2015 / 2016	N/A	Phase II Projects - Hoover-Mason Trestle	\$ 4,195,723.44	\$ 971,435.73	PM Fees for Phase II Project costs as detailed on supporting invoice
2015 to 2017	N/A	Phase III Projects - Parking Garage Planning / Study	\$ -	\$ -	PM Fees for Phase III Project costs as detailed on supporting invoice - COSTS REMOVED DUE TO TRANSFER OF PROJECT TO BETHLEHEM PARKING AUTHORITY
2017 to 2019	N/A	Greenway Commons Project	\$ 800,000.00	\$ -	PM Fees for Greenway Commons Project costs as detailed on supporting invoice
2017 to 2020	N/A	SteelWorkers Memorial Relocation	\$ -	\$ 109,585.13	PM Fees for SteelWorkers Memorial Relocation Project costs as detailed on supporting invoice
2020 to 2021	N/A	2020 TIF Projects	\$ 623,911.02	\$ 115,989.58	PM Fees for 2020 TIF Projects costs as detailed on supporting invoice
		Total Costs	\$ 5,619,634.46	\$ 1,197,010.44	
		RDA Project Management Fee Rate	2.00%	10.00%	
		Total Fees @ PM Fee Rates	\$ 112,392.69	\$ 119,701.04	
		TOTAL PROJECT MANAGEMENT FEE DUE TO RDA	\$ 232,093.73		

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
PHASE II
PROJECT MANAGEMENT FEE**

DATE: 07/15/2020

PM FEE INVOICE NUMBER: RDA/PHASE II -PM HELD 2015 TO DATE

BILLING PERIOD: VARIOUS, DETAILED BELOW

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
07/17/15	12228-32	Boyle Construction, Inc. (Through 06/30/2015)		\$ 15,715.63	Hoover-Mason Trestle / Bidding & Construction
11/20/15	12228-33	Boyle Construction, Inc. (Through 07/31/2015)		\$ 156,335.93	Hoover-Mason Trestle / Bidding & Construction
06/17/16	12228-34	Boyle Construction, Inc. (Through 08/31/2015)		\$ 484.77	Hoover-Mason Trestle / Bidding & Construction (adjusted for Bluecadet per T. Hanna request)
07/22/16	12228-34 (additional payment)	Boyle Construction, Inc. (Through 08/31/2015)		\$ 484.77	Hoover-Mason Trestle / Bidding & Construction (additional payment on invoice / should have paid balance but repeated prior payment in error)
08/18/16	12228-34 (balance)	Boyle Construction, Inc. (Through 08/31/2015)		\$ 26,390.23	Hoover-Mason Trestle / Bidding & Construction (balance due on invoice / Bluecadet portion of invoice)
06/17/16	12228-35	Boyle Construction, Inc. (Through 10/31/2015)		\$ 13,446.87	Hoover-Mason Trestle / Bidding & Construction
06/17/16	12228-36	Boyle Construction, Inc. (Through 11/30/2015)		\$ 5,885.03	Hoover-Mason Trestle / Bidding & Construction
06/19/15	12228CM-18	Boyle Construction, Inc. (Through 05/31/2015)		\$ 236,835.89	Hoover-Mason Trestle / Construction Management Services
06/17/16	12228CM-19	Boyle Construction, Inc. (Through 07/31/2015)		\$ 18,838.82	Hoover-Mason Trestle / Construction Management Services
06/17/16	12228CM-20	Boyle Construction, Inc. (Through 08/31/2015)		\$ 69,493.86	Hoover-Mason Trestle / Construction Management Services
06/17/16	12228E-05	Boyle Construction, Inc. (Through 08/31/2015)		\$ 6,039.42	Hoover-Mason Trestle / Levitt Improvements
06/19/15	12228I-12	Boyle Construction, Inc. (Through 05/31/2015)		\$ 5,822.18	Phase II / Miscellenous Projects
01/22/16	12228I-13	Boyle Construction, Inc. (Through 08/31/2015)		\$ 548.12	Phase II / Miscellenous Projects
01/22/16	12228I-14	Boyle Construction, Inc. (Through 09/30/2015)		\$ 244.40	Phase II / Miscellenous Projects
01/22/16	12228I-15	Boyle Construction, Inc. (Through 11/30/2015)		\$ 13,999.51	Phase II / Miscellenous Projects
12/16/16	14837-07 Revised	Boyle Construction, Inc. (Through 10/31/2015)		\$ 312,567.77	Road work / public improvements in area of charter shool, located within designated TIF District
06/19/15	14656-07	C&C Construction Services (Through 05/31/2015)	\$ 399,446.00		Hoover-Mason Trestle
07/17/16	14656-08 / Final	C&C Construction Services (Final Payment)	\$ 2,000.00		Hoover-Mason Trestle
06/19/15	3	Green Valley Landscaping, Inc. (Through 05/31/2015)	\$ 191,393.10		Hoover-Mason Trestle
06/17/16	4 / Final	Green Valley Landscaping, Inc. (Final Payment / Retainage)	\$ 38,740.90		Hoover-Mason Trestle
06/19/15	9	Levan Associates, Inc. (Through 05/31/2015)	\$ 4,316.80		Hoover-Mason Trestle / Contract #1
06/19/15	10 / Final	Levan Associates, Inc. (Final Payment)	\$ 27,280.00		Hoover-Mason Trestle / Contract #1
06/19/15	14	Levan Associates, Inc. (Through 05/31/2015)	\$ 652,424.85		Hoover-Mason Trestle / Structural Steel & Misc Metals (Contract #2)
08/21/15	15	Levan Associates, Inc. (Through 08/31/2015)	\$ 271,574.99		Hoover-Mason Trestle / Structural Steel & Misc Metals (Contract #2)
08/21/15	16 / Final	Levan Associates, Inc. (Final Payment)	\$ 364,772.02		Hoover-Mason Trestle / Structural Steel & Misc Metals (Contract #2)
08/21/15	4	Levan Associates, Inc. (Through 05/31/2015)	\$ 1,357,007.40		Hoover-Mason Trestle / Final portion of structural steel (Contract #3)
08/21/15	5	Levan Associates, Inc. (Through 05/31/2015)	\$ 190,300.85		Hoover-Mason Trestle / Final portion of structural steel (Contract #3)
08/21/15	6	Levan Associates, Inc. (Through 06/30/2015)	\$ 78,619.55		Hoover-Mason Trestle / Final portion of structural steel (Contract #3)
08/21/15	7	Levan Associates, Inc. (Through 08/31/2015)	\$ 60,713.72		Hoover-Mason Trestle / Final portion of structural steel (Contract #3)
08/21/15	8 / Final	Levan Associates, Inc. (Final Payment)	\$ 197,634.18		Hoover-Mason Trestle / Final portion of structural steel (Contract #3)
06/17/16	0000028	Wallace Roberts & Todd, LLC (Through 04/26/2015)		\$ 42,303.91	Hoover-Mason Trestle / Trestle Access Points
06/17/16	0000029	Wallace Roberts & Todd, LLC (Through 05/24/2015)		\$ 22,616.47	Hoover-Mason Trestle / Trestle Access Points
12/16/16	0000030	Wallace Roberts & Todd, LLC (Through 06/28/2015)		\$ 23,382.15	Hoover-Mason Trestle / Trestle Access Points
06/19/15	4736-06	West Side Electrical Services (Through 05/31/2015)	\$ 233,778.02		Hoover-Mason Trestle
06/17/16	4736-07 / Final	West Side Electrical Services (Final Payment)	\$ 125,721.06		Hoover-Mason Trestle
		Total Costs	\$ 4,195,723.44	\$ 971,435.73	
		RDA Project Management Fee Rate	2.00%	10.00%	
		Total Fees @ PM Fee Rates	\$ 83,914.47	\$ 97,143.57	
		TOTAL PROJECT MANAGEMENT FEE DUE TO RDA	\$ 181,058.04		

BETHLEHEM WORKS / TIF DISTRICT PROJECT

PHASE III

PROJECT MANAGEMENT FEE

DATE: 07/15/2020

PM FEE INVOICE NUMBER: RDA/PHASE III -PM HELD 2015 TO DATE

BILLING PERIOD: VARIOUS, DETAILED BELOW

**** NOTE: COSTS REMOVED FROM SUMMARY FOR PM FEES DUE TO TRANSFER OF PROJECT TO BETHLEHEM PARKING AUTHORITY; DETAILS OF COSTS INCURRED BELOW ARE FOR INFORMATIONAL PURPOSES ONLY.**

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
12/16/16	14228-09	Boyle Construction, Inc. (Through 05/31/2015)		\$ 21,171.77	3rd and Polk Street Parking Garage / Pre-Construction Services
12/16/16	14228-10	Boyle Construction, Inc. (Through 06/30/2015)		\$ 1,713.53	3rd and Polk Street Parking Garage / Pre-Construction Services
06/17/16	15-079	Desman Associates (Through 03/31/2015)		\$ 550.00	Parking Demand and Feasibility Study
12/16/16	15-083	Desman Associates (Through 03/31/2015)		\$ 5,000.00	Polk Street Parking Garage / Consulting Services
12/16/16	15-113	Desman Associates (Through 04/30/2015)		\$ 316.82	Polk Street Parking Garage / Reimbursable Expenses
12/16/16	15-148	Desman Associates (Through 05/31/2015)		\$ 5,000.00	Polk Street Parking Garage / Consulting Services
12/16/16	280198	Maser Consulting, PA (Through 05/03/2015)		\$ 304.95	Polk Street Parking / Reimbursable Expenses
12/16/16	280199	Maser Consulting, PA (Through 05/03/2015)		\$ 823.75	Polk Street Parking / Consulting Services
12/16/16	283871	Maser Consulting, PA (Through 06/07/2015)		\$ 3,280.90	Polk Street Parking / Consulting and Reimbursable Expenses
04/29/16	280197	Maser Consulting, PA (Through 05/03/2015)		\$ 5,766.15	Buchanan Street Parking / Streetscape
04/29/19	283873	Maser Consulting, PA (Through 06/07/2015)		\$ 11,923.20	Buchanan Street Parking / Streetscape
04/29/16	292553	Maser Consulting, PA (Through 08/02/2015)		\$ 621.45	Buchanan Street Parking / Streetscape
04/29/16	299175	Maser Consulting, PA (Through 09/06/2015)		\$ 1,230.43	Buchanan Street Parking / Streetscape
06/17/16	289333	Maser Consulting, PA (Through 07/05/2015)		\$ 1,089.80	Buchanan Street Parking / Streetscape
06/17/16	316440	Maser Consulting, PA (Through 12/31/2015)		\$ 1,115.82	Buchanan Street Parking / Streetscape
07/17/15	11704	Simone Collins (Through 06/30/2015)		\$ 882.00	Amendment #2 / Parking Structure
06/19/15	16669	Simone Collins (Through 05/31/2015)		\$ 7,777.26	Amendment #2 / Daly Wall Plaza
07/17/15	11722	Simone Collins (Through 06/30/2015)		\$ 9,526.00	Amendment #2 / Daly Wall Plaza
08/21/15	11745	Simone Collins (Through 07/31/2015)		\$ 5,169.50	Amendment #2 / Daly Wall Plaza
03/17/17	12306	Simone Collins (Through 02/28/2017)		\$ 1,750.00	Memorial Plaza / Professional services for Re-scoping and costs
06/19/15	5786	Strunk Albert Engineering (Through 05/31/2015)		\$ 115.60	Polk Street Parking Garage
11/20/15	11	Tangram Design, LLC (Through 05/31/2015)		\$ 6,100.00	Wayfinding Signage Program
11/20/15	12	Tangram Design, LLC (Through 06/30/2015)		\$ 6,100.00	Wayfinding Signage Program
11/20/15	13 / Final	Tangram Design, LLC (Final payment under RDA Contract allocation)		\$ 5,805.00	Wayfinding Signage Program (The total invoice amount was \$6,100; however, only \$5,805 could be paid by the RDA since that amount is the balance available under the COB and RDA contract for these costs)
12/16/16	SHG-BRA-PD-001	The Stone House Group, LLC (Through 01/05/2015)		\$ 28,000.00	3rd and Polk Street Parking Garage / Maintenance and Operating costs analysis
12/16/16	SHG-BRA-PD-002	The Stone House Group, LLC (Through 02/05/2015)		\$ 5,250.00	3rd and Polk Street Parking Garage / Maintenance and Operating costs analysis
12/16/16	SHG-BRA-PD-003	The Stone House Group, LLC (Through 03/06/2015)		\$ 5,250.00	3rd and Polk Street Parking Garage / Maintenance and Operating costs analysis
12/16/16	SHG-BRA-PD-004	The Stone House Group, LLC (Through 04/10/2015)		\$ 7,000.00	3rd and Polk Street Parking Garage / Maintenance and Operating costs analysis
12/16/16	25106	USA Architects, Planners & Interior Designers (Through 04/30/2015)		\$ 4,138.82	Polk Street Parking Garage / Consulting and Reimbursable Expenses
12/16/16	25149	USA Architects, Planners & Interior Designers (Through 05/31/2015)		\$ 2,021.74	Polk Street Parking Garage / Consulting and Reimbursable Expenses
		Total Costs	\$ -	\$ 116,632.77	
		RDA Project Management Fee Rate	2.00%	10.00%	
		Total Fees @ PM Fee Rates	\$ -	\$ 11,663.28	
		TOTAL PROJECT MANAGEMENT FEE DUE TO RDA	\$ 11,663.28		

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
GREENWAY COMMONS PROJECT
PROJECT MANAGEMENT FEE**

DATE: 07/15/2020

PM FEE INVOICE NUMBER: RDA/GREENWAY COMMONS -PM

BILLING PERIOD: VARIOUS, DETAILED BELOW

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
10/06/17	14278-01RDA	Boyle Construction, Inc. (as authorized by approved RDA Resolution Number 1444)	\$ 300,000.00	\$ -	Greenway Commons Project
08/17/18	14278-01RDA	Boyle Construction, Inc. (as authorized by approved RDA Resolution Number 1444, as amended by approved RDA Resolution Number 1454)	\$ 250,000.00	\$ -	Greenway Commons Project
07/26/19	14278-01RDA	Boyle Construction, Inc. (as authorized by approved RDA Resolution Number 1444, as amended by approved RDA Resolution Number 1454)	\$ 250,000.00	\$ -	Greenway Commons Project
		Total Costs	\$ 800,000.00	\$ -	
		RDA Project Management Fee Rate	2.00%	10.00%	
		Total Fees @ PM Fee Rates	\$ 16,000.00	\$ -	
		TOTAL PROJECT MANAGEMENT FEE DUE TO RDA	\$ 16,000.00		

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
TIF GREENWAY PORTION - STEELWORKERS MEMORIAL RELOCATION
PROJECT MANAGEMENT FEE**

DATE: 07/15/2020

BILLING PERIOD: VARIOUS, DETAILED BELOW

PM FEE INVOICE NUMBER: STEELWRKS MEMORIAL RELOCATION - PM

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
03/07/17	12306	Simone Collins Landscape Architecture (Through 02/28/2017)		\$ 1,750.00	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/18/18	12838	Simone Collins Landscape Architecture (Through 04/30/2018)		\$ 906.50	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
06/26/18	12871	Simone Collins Landscape Architecture (Through 05/31/2018)		\$ 6,661.50	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
07/20/18	12899	Simone Collins Landscape Architecture (Through 06/30/2018)		\$ 633.75	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
08/17/18	12929	Simone Collins Landscape Architecture (Through 07/31/2018)		\$ 1,756.25	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
10/19/18	12982	Simone Collins Landscape Architecture (Through 09/30/2018)		\$ 495.00	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
11/20/18	13015	Simone Collins Landscape Architecture (Through 10/31/2018)		\$ 1,608.75	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
12/20/18	13044	Simone Collins Landscape Architecture (Through 11/30/2018)		\$ 4,818.82	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
01/18/19	13066	Simone Collins Landscape Architecture (Through 12/31/2018)		\$ 41.25	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
02/21/19	13089	Simone Collins Landscape Architecture (Through 01/31/2019)		\$ 5,062.25	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
03/27/19	13108	Simone Collins Landscape Architecture (Through 02/28/2019)		\$ 2,846.25	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
04/22/19	13139	Simone Collins Landscape Architecture (Through 03/31/2019)		\$ 2,769.00	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/17/19	13184	Simone Collins Landscape Architecture (Through 04/30/2019)		\$ 1,382.70	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
06/28/19	13215	Simone Collins Landscape Architecture (Through 05/31/2019)		\$ 1,859.15	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
07/26/19	13249	Simone Collins Landscape Architecture (Through 05/31/2018)		\$ 1,548.85	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
09/30/19	13284	Simone Collins Landscape Architecture (Through 07/31/2019)		\$ 4,655.20	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
09/30/19	13309	Simone Collins Landscape Architecture (Through 08/31/2019)		\$ 6,937.80	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
12/11/19	13344	Simone Collins Landscape Architecture (Through 09/30/2019)		\$ 9,404.40	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
12/11/19	13381	Simone Collins Landscape Architecture (Through 10/31/2019)		\$ 6,969.49	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/20/20	13344	Simone Collins Landscape Architecture (Through 01/31/2020)		\$ 2,111.45	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/20/20	13521	Simone Collins Landscape Architecture (Through 02/29/2020)		\$ 1,751.45	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/20/20	13551	Simone Collins Landscape Architecture (Through 03/31/2020)		\$ 1,155.20	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
05/20/20	13585	Simone Collins Landscape Architecture (Through 04/30/2020)		\$ 6,150.00	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
06/26/20	13585	Simone Collins Landscape Architecture (Through 05/31/2020)		\$ 10,836.25	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
07/24/20	13585	Simone Collins Landscape Architecture (Through 06/30/2020)		\$ 2,999.94	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
08/27/20	13665	Simone Collins Landscape Architecture (Through 07/31/2020)		\$ 10,512.45	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
09/24/20	13691	Simone Collins Landscape Architecture (Through 08/31/2020)		\$ 7,167.73	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
10/23/20	13714	Simone Collins Landscape Architecture (Through 09/30/2020)		\$ 4,793.75	SteelWorkers Memorial - Relocation within designated Bethlehem Works / TIF District
Total Costs			\$ -	\$ 109,585.13	
RDA Project Management Fee Rate			2.00%	10.00%	
Total Fees @ PM Fee Rates			\$ -	\$ 10,958.51	
TOTAL PROJECT MANAGEMENT FEE DUE TO RDA			\$ 10,958.51		

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
2020 TIF PROJECTS
PROJECT MANAGEMENT FEE**

DATE: 08/26/2021

BILLING PERIOD: VARIOUS, DETAILED BELOW

PM FEE INVOICE NUMBER: RDA/2020 PROJECTS PM

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
07/24/20	170766	Keystone Consulting Engineers (Professional services provided pertaining to crosswalk paver rehab at Steel Stacks campus)		\$ 1,338.00	Steel Stacks Campus
08/27/20	20289-01	Boyle Constructon (PreConstruction services for Founders Wy, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites		\$ 10,512.45	Steel Stacks Campus
08/27/20	20-013-01	Sitio Architecture + Urbanism (Professional Services pertaining to lighting and paving at Steel Stacks campus)		\$ 1,871.20	Steel Stacks Campus
09/24/20	20289-02	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites		\$ 3,283.00	Steel Stacks Campus
09/24/20	170766	Keystone Consulting Engineers (Professional services provided pertaining to crosswalk paver rehab at Steel Stacks campus)		\$ 9,095.88	Steel Stacks Campus
10/23/20	20289-03	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites		\$ 2,657.87	Steel Stacks Campus
10/23/20	LS-2020-002	Edge of the Woods (Hoover-Mason Trestle / Plants for HMT)	\$ 3,576.60		Hoover-Mason Trestle
10/23/20	ST-124-2020	Edge of the Woods (Hoover-Mason Trestle / Planting and landscaping services at HMT)	\$ 1,680.00		Hoover-Mason Trestle
10/23/20		Levan Associates, LLC (Hoover-Mason Trestle / Maintenance at HMT)	\$ 35,697.24		Hoover-Mason Trestle
10/23/20	13714	Simone Collins Landscape Architecture (Professional services provided pertaining to Hoover-Mason Trestle plants / landscaping design / etc)		\$ 3,965.96	Hoover-Mason Trestle
10/23/20	30849	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 3,442.50	Bethlehem Landing Visitor Center / Stock House
10/23/20	30969	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 4,237.50	Bethlehem Landing Visitor Center / Stock House
10/23/20	N/A	NMIH (Allocation of 2020 TIF Funds for NMIH Outdoor Artifact Yard and display expansion - Draw #1)	\$ 33,534.63		National Museum of Industrial History (NMIH) - Allocation of 2020 TIF Funds
11/12/202	20289-04	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites		\$ 26,426.43	Steel Stacks Campus
11/12/202	103391	Barker & Barker - Steel Stacks Campus / Road Paving	\$ 50,932.00		Steel Stacks Campus - Founders Way Repaving
11/12/202	2021971	Eastern States - Steel Stacks Campus / Crosswalk bricking	\$ 119,405.00		Steel Stacks Campus - Founders Way Repaving
11/12/202	3408	Integrity Lawncare & Landscape, LLC (Founders Way Entrance Island - Clean-up, remove plantings, shrub trimming in preparation for updating with low maintenance landscaping)	\$ 875.00		Steel Stacks Campus - Founders Way Entrance Island
11/12/202	13738	Simone Collins Landscape Architecture (Professional services provided pertaining to Hoover-Mason Trestle plants / landscaping design / etc)		\$ 450.00	Hoover-Mason Trestle
11/12/202	13738	Simone Collins Landscape Architecture (Professional services provided for planning updates for low maintenance Founders Way Entrance Island)		\$ 1,425.00	Steel Stacks Campus - Founders Way Entrance Island
11/12/202	31076	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 7,750.04	Bethlehem Landing Visitor Center / Stock House
12/18/20	20289-05	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to professional services		\$ 4,172.75	Steel Stacks Campus
12/18/20	20289-05	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to repairs at Visitor Center	\$ 3,432.30		Bethlehem Landing Visitor Center / Stock House
12/18/20	173485	Keystone Consulting Engineers (Professional services provided pertaining to additional crosswalk paver rehab at Steel Stacks campus)		\$ 1,389.25	Steel Stacks Campus
12/18/20	S5838801.001	Schaedler Yesco (Steel Stacks Campus / new street lights - shipment #1)	\$ 66,257.00		Steel Stacks Campus
12/18/20	S5838801.003	Schaedler Yesco (Steel Stacks Campus / new street lights - shipment #1)	\$ 66,257.00		Steel Stacks Campus
12/18/20	13766	Simone Collins Landscape Architecture (Professional services provided for planning updates for low maintenance Founders Way Entrance Island)		\$ 1,252.50	Steel Stacks Campus - Founders Way Entrance Island
12/18/20	31138	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 4,455.00	Bethlehem Landing Visitor Center / Stock House
12/18/20	N/A	NMIH (Allocation of 2020 TIF Funds for NMIH Outdoor Artifact Yard and display expansion - Draw #2)	\$ 18,305.00		National Museum of Industrial History (NMIH) - Allocation of 2020 TIF Funds
12/18/20	N/A	NMIH (Allocation of 2020 TIF Funds for NMIH Outdoor Artifact Yard and display expansion - Draw #3)	\$ 12,636.00		National Museum of Industrial History (NMIH) - Allocation of 2020 TIF Funds
01/28/21	20289-06	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to professional services		\$ 963.00	Steel Stacks Campus
01/28/21	20289-06	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to repairs at Visitor Center	\$ 639.45		Bethlehem Landing Visitor Center / Stock House

**BETHLEHEM WORKS / TIF DISTRICT PROJECT
2020 TIF PROJECTS
PROJECT MANAGEMENT FEE**

DATE: 08/26/2021

BILLING PERIOD: VARIOUS, DETAILED BELOW

PM FEE INVOICE NUMBER: RDA/2020 PROJECTS PM

DRAW DATE	INVOICE NUMBER	CONTRACTOR	CONSTRUCTION COST	PROFESSIONAL SERVICES / OTHER COSTS	PROJECT
01/28/21	173824	Keystone Consulting Engineers (Professional services provided pertaining to additional crosswalk paver rehab at Steel Stacks campus)		\$ 2,788.50	Steel Stacks Campus
01/28/21	31282	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 1,102.50	Bethlehem Landing Visitor Center / Stock House
02/25/21	20289-07	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to professional services)		\$ 1,710.00	Steel Stacks Campus
02/25/21	20289-07	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites - Portion of invoice attributed to repairs at Visitor Center)	\$ 11.10		Bethlehem Landing Visitor Center / Stock House
02/25/21	172899	Keystone Consulting Engineers (Steel Stacks Campus - Additional Crosswalks / pavers)		\$ 275.00	Steel Stacks Campus
02/25/21	174219	Keystone Consulting Engineers (Steel Stacks Campus - Additional Crosswalks / pavers)		\$ 114.75	Steel Stacks Campus
02/25/21	S5838801.005	Schaedler Yesco (Steel Stacks Campus / new street lights - shipment #3 Final)	\$ 67,380.00		Steel Stacks Campus
03/25/21	20289-08	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites)		\$ 1,105.50	Steel Stacks Campus
03/25/21	2122071	Eastern States - Steel Stacks Campus / Crosswalk bricking	\$ 13,730.00		Steel Stacks Campus - Additional Crosswalks / Founders Way
03/25/21	15864	Eshbach Brothers, LP (Bethlehem Landing Visitor Center / Stockhouse - Repair masonry)	\$ 5,900.00		Bethlehem Landing Visitor Center / Stock House
03/25/21	174745	Keystone Consulting Engineers (Steel Stacks Campus - Additional Crosswalks / pavers)		\$ 1,247.75	Steel Stacks Campus
03/25/21	99613	Alan Kunsman Roofing & Siding, Inc. (Bethlehem Landing Visitor Center / Stock House - Roof repairs)	\$ 7,460.00		Bethlehem Landing Visitor Center / Stock House
04/22/21	22235	Bean, Inc. - Steel Stacks Campus / Founders Way additional crosswalks and pavers project	\$ 47,586.72		Steel Stacks Campus
04/22/21	20289-08	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites)		\$ 2,532.25	Steel Stacks Campus
04/22/21	31423	USA Architects (Professional services provided pertaining to Bethlehem Landing Visitor Center / Stock House)		\$ 11,087.00	Bethlehem Landing Visitor Center / Stock House
05/27/21	20289-10	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites)		\$ 2,003.00	Steel Stacks Campus
05/27/21	N/A	NMIH (Allocation of 2020 TIF Funds for NMIH Outdoor Artifact Yard and display expansion - Draw #4)	\$ 1,416.00		National Museum of Industrial History (NMIH) - Allocation of 2020 TIF Funds
05/27/21	N/A	NMIH (Allocation of 2020 TIF Funds for NMIH Outdoor Artifact Yard and display expansion - Draw #5 / Final)	\$ 1,177.63		National Museum of Industrial History (NMIH) - Allocation of 2020 TIF Funds
06/24/21	20289-11	Boyle Constructon (PreConstruction services for Founders Way, AQ Plaza, Visitor's Center, and Hoover-Mason Trestle projects sites)		\$ 1,491.50	Steel Stacks Campus
06/24/21	33463	West Side Hammer Electric (Bethlehem Landing Visitor Center / Stock House - Furnish and install snow melt cable)	\$ 2,650.00		Bethlehem Landing Visitor Center / Stock House
07/22/21	20289-12	Boyle Constructon (Steel Stacks Campus - Misc construction management services)		\$ 793.50	Steel Stacks Campus
07/22/21	3637	Integrity Lawncare & Landscape, LLC (Founders Way Entrance Island - Clean-up, remove plantings, shrub trimming in preparation for updating with low maintenance landscaping)	\$ 2,100.00		Steel Stacks Campus
07/22/21	13866	Simone Collins Landscape Architecture (Professional services provided pertaining to Founders Way entrance island landscaping design / etc)		\$ 1,050.00	Steel Stacks Campus
07/22/21	6255-01	West Side Electrical Service (Hoover-Mason Trestle - walkway repairs)	\$ 22,740.00		
08/26/21	20289-13	Boyle Constructon (Steel Stacks Campus - Misc construction management services)	\$ 416.00		Steel Stacks Campus
08/26/21	16009	Eshbach Brothers, LP (Bethlehem Landing Visitor Center / Stockhouse - Repair masonry)	\$ 32,486.35		Bethlehem Landing Visitor Center / Stock House
08/26/21	24646	Alan Kunsman Roofing & Siding, Inc. (Bethlehem Landing Visitor Center / Stock House - Gutter repairs / install heating cables)	\$ 5,630.00		Bethlehem Landing Visitor Center / Stock House
		Total Costs	\$ 623,911.02	\$ 115,989.58	
		RDA Project Management Fee Rate	2.00%	10.00%	
		Total Fees @ PM Fee Rates	\$ 12,478.22	\$ 11,598.96	
		TOTAL PROJECT MANAGEMENT FEE DUE TO RDA	\$ 24,077.18		



LEVAN ASSOCIATES, INC.

STEEL FABRICATOR & ERECTOR

4870 Raymond Court Emmaus, PA 18049 - (610) 967-6843

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

INVOICE DATE: 12/22/2023
INVOICE NUMBER: L5480-IN

Job No. Misc-023
PO #

Project No.

TERMS: NET 30 DAYS: A FINANCE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO UNPAID BALANCES OVER 30 DAYS

FURNISH MEMORY BENCH IN MEMORY OF "FRAN
DOYLE' AT THE HOOVER MASON TRESTLE

<i>CANANAN SITE FURNISHINGBENCH</i>	\$	2,061.92
<i>FREIGHT TO JOBSITE</i>	\$	<u>300.00</u>

SUB-TOTAL \$ 2,361.92

CONSTRUCTION SERVICE FEE \$ 625.91

TOTAL \$ 2,987.83

CURRENT PAYMENT DUE: \$ **2,987.83**

Bambu, Heather M

From: Tony Hanna <tonyh517@aol.com>
Sent: Tuesday, January 16, 2024 9:46 AM
To: Bambu, Heather M
Cc: Collins, Laura
Subject: Re: Hoover Mason Bench Invoice

CAUTION: This email originated from an external source. Do not click links or open attachments unless you trust the sender.

Yes, I reviewed and discussed all of the costs as presented, and they are reasonable and accurate. Scott Davis and Levan did most of the major construction on the Hoover-Mason Trestle, as you know. He knows the structure as well as anyone. The current benches on the trestle - not the new one installed for Fran Doyle - cost nearly \$10,000 each. Scott found a bench for the recent installation for a little over \$2000, excluding installation. He worked hard on it, both because he knew Fran, but also because he is proud of the work they did on the Hoover-Mason Trestle. I hope this is what you need.

Tony

In a message dated 1/16/2024 9:39:23 AM Eastern Standard Time, HBambu@bethlehem-pa.gov writes:

Tony –

Since you were overseeing this project as the RDA Consultant, I wanted to ensure the work items included on these invoices are accurate and for costs the RDA should pay. Please indicate if the invoices from Levan are acceptable and should be paid as submitted.

Thank you for your cooperation on this –

Heather

Heather M. Bambu-Weiss

Grants Program Manager

City of Bethlehem

10 East Church Street

Bethlehem, PA 18018

Phone: (610) 997-7635

Fax: (610) 865-7330

Email: HBambu@bethlehem-pa.gov

City of Bethlehem Website: www.bethlehem-pa.gov

RDA Website: www.bethlehemrda.com

From: Tony Hanna <tonyh517@aol.com>
Sent: Sunday, January 14, 2024 8:37 PM
To: Bambu, Heather M <HBambu@bethlehem-pa.gov>
Subject: Fwd: Hoover Mason Bench Invoice

CAUTION: This email originated from an external source. Do not click links or open attachments unless you trust the sender.

Heather,

As we discussed, here are the invoices from Levan and Scott Davis. There are two. One for the memorial bench for Fran Doyle and the other for the Hoover-Mason Trestle inspection. We hadn't done an inspection for several years and the list of issues is included, with photos from Scott.

You said you would discuss with Laura to see if Public Works could work on the list of items. Other than some difficult rigging to deal with the ore car, they may be able to address many of the issues.

The issues related to the roofing on the Number 2 Machine Shop is a long-standing problem and is not our responsibility, but Wind Creek's. Perhaps, Laura should discuss that with the Mayor so he can address it with Wind Creek when he meets with them.

Thanks. Let me know if you or Laura have any questions.



Order SO14792

Invoice and shipping address:

Levan Associates Inc., Scott David
4870 Raymond Ct
Emmaus, PA 18049
United States
610-967-6843

Date Ordered:
06/19/2023

Salesperson:
Fiona Ho

Description	Quantity	Unit Price	Subtotal
 <p>[CAB821] WP Composite Outdoor Bench TEAK WPC Frame : TBD Lead Time : 14 Weeks</p>	1	1380.00	\$ 1380.00
<p>[SER202] Option: Additional Arm Rest Lead Time : 14 Weeks</p>	1	150.00	\$ 150.00
<p>[SER203B] Option: Black Cast Aluminum Memorial plaque with Custom Engraving</p>  <p>"In Memory of Helen "Fran" Doyle For her dedicated service as a Member and Board Chair Member Bethlehem Redevelopment Authority 1995- 2015 Sit, Rest and Remember"</p> <p>Lead Time : 2 weeks</p>	1	260.00	\$ 260.00
<p>[SER100] Shipping Service Freight based on regular delivery. Additional charges will be assessed if tailgate, inside delivery or if an appointment is required.</p>	1	271.92	\$ 271.92

Total Without Taxes \$ 2061.92

July 31st 2023

Invoice INV014229

Invoice address:

Shipping address :

Levan Associates Inc., Scott David
4870 Raymond Ct
Emmaus, PA 18049
United States
610-967-6843

Description: SO14792 **Invoice Date:** 07/31/2023 **Source:** SO14792 **Salesperson:** Fiona Ho

Description	Quantity	Unit Price	Taxes	Amount
[ADV] 50% Advance Deposit SO14792	1.0	1030.96		\$ 1030.96
Total Without Taxes				\$ 1030.96
Taxes				\$ 0.00
Total (USD)				\$ 1030.96

PAID

Terms and Condition: Terms and Conditions:

- All quoted prices are valid for a 30 day period from the date of quotation unless agreed to in writing showing otherwise.
- Canaan reserves the right to correct all typographical or clerical errors which may be present in Seller's prices or specifications. Buyer cannot modify, cancel, or otherwise alter orders without Canaan's written consent.
- While Canaan will use commercially reasonable efforts to deliver Products in accordance with delivery dates quoted or acknowledged by Canaan, all such dates are approximate and are not guaranteed. Canaan shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.
- Merchandise may be returned for refund or exchange if purchaser received damaged, defective, or the wrong item(s). The refund in the full amount of your order will be assessed the industry standard 25% restocking fee, and 10% payment processing fee if applicable. Shipping fees cannot be refunded.
- No claim shall be valid unless notice thereof, in writing, is received by Canaan within three (3) days after purchaser's receipt of merchandise. It is the purchaser's responsibility to inspect shipment at the time of delivery and note any damage on the bill of lading or delivery receipt. Return, refund or exchanges will not be made on custom-made, used, modified, final sale or as-is items. Products must be returned in its original condition and packaging.

Invoice INV014478

Invoice and shipping address:

Levan Associates Inc., Scott David
4870 Raymond Ct
Emmaus, PA 18049
United States
610-967-6843

Invoice Date: 11/15/2023
Source: SO14792
Salesperson: Fiona Ho

Description	Quantity	Unit Price	Taxes	Amount
[CAB821] WP Composite Outdoor Bench TEAK WPC / Signal Grey Lead Time : 14 Weeks	1.0	1380.00		\$ 1380.00
[SER202] Option: Additional Arm Rest Lead Time : 14 Weeks	1.0	150.00		\$ 150.00
[SER203B] Option: Black Cast Aluminum Memorial plaque with Custom Engraving	1.0	260.00		\$ 260.00
"In Memory of Helen "Fran" Doyle For her dedicated service as a Member and Board Chair Member Bethlehem Redevelopment Authority 1995- 2015 Sit, Rest and Remember" Lead Time : 2 weeks				
[ADV] 50% Advance Deposit SO14792	1.0	-1030.96		\$ -1030.96
[SER100] Shipping Service Freight based on regular delivery. Additional charges will be assessed if tailgate, inside delivery or if an appointment is required.	1.0	271.92		\$ 271.92

Total Without Taxes	\$ 1030.96
Taxes	\$ 0.00
Total (USD)	\$ 1030.96

Terms and Condition: Terms and Conditions:

- All quoted prices are valid for a 30 day period from the date of quotation unless agreed to in writing stating otherwise.
- Canaan reserves the right to correct all typographical or clerical errors which may be present in Seller's prices or specifications. Buyer cannot modify, cancel, or otherwise alter orders without Canaan's written consent.
- While Canaan will use commercially reasonable efforts to deliver Products in accordance with delivery dates quoted or acknowledged by Canaan, all such dates are approximate and are not guaranteed. Canaan shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.
- Merchandise may be returned for refund or exchange if purchaser received damaged, defective, or the wrong item(s). The refund in the full amount of your order will be assessed the industry standard 25% restocking fee, and 10% payment processing fee if applicable. Shipping fees cannot be refunded.
- No claim shall be valid unless notice thereof, in writing, is received by Canaan within three (3) days after purchaser's receipt of merchandise. It is the purchaser's responsibility to inspect shipment at the time of delivery and note any damage on the bill of lading or delivery receipt. Return, refund or exchanges will not be made on custom-made, used, modified, final sale or as-is items. Products must be returned in its original condition and packaging.

Scott Davis

From: Chris Stibitz <cstibitz@nveinc.net>
Sent: Tuesday, May 23, 2023 1:14 PM
To: Scott Davis
Subject: RE: Bench Order

Scott,
\$850.00

Chris Stibitz
Northern Valley Erectors, Inc.
Office – 610-841-7950
Cell – 610-704-0753
Email – Cstibitz@NVEInc.net



From: Scott Davis <sdavis@levanfab.com>
Sent: Tuesday, May 23, 2023 12:16 PM
To: Chris Stibitz <cstibitz@nveinc.net>
Subject: RE: Bench Order

Chris
Can you get back to me on these price

Thank You

Scott D. Davis
President



LEVAN ASSOCIATES, INC.
STEEL FABRICATORS & ERECTOR

4870 Raymond Court
Emmaus, PA 18049
610-967-6843

From: Scott Davis
Sent: Thursday, May 18, 2023 12:18 PM
To: NVE <cstibitz@nveinc.net>
Subject: FW: Bench Order

Chris