

**REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**

**10 EAST CHURCH STREET; BETHLEHEM, PA 18018**

**THURSDAY, SEPTEMBER 26, 2024 - 5:00 PM**

**TOWN HALL**

**AGENDA**

- A. MINUTES – Rescheduled Regular Monthly Meeting – August 22, 2024
- B. CASH REPORTS
  - 1. Month Ended June 30, 2024
  - 2. Month Ended July 31, 2024
  - 3. Month Ended August 31, 2024
- C. COURTESY OF THE FLOOR
- D. EXECUTIVE DIRECTOR REPORT
- C. ITEMS REQUIRING BOARD ACTION
  - 1. **USE PERMIT AGREEMENT – NIGHT MARKET** – The RDA Board has been asked to review and consider entering into a Joinder Addendum to a Use Permit Agreement with Christmas City Spirits, LLC for the use of the RDA portion of the Sun Inn Courtyard property as part of the Night Market, scheduled for the period of October 5 to 19, 2024. If acceptable, approval of this agreement can be done via motion.
  - 2. **RESOLUTION NUMBER 1515** – The RDA Board has been asked to review and consider for approval Resolution Number 1515, which accepts a proposal and authorizes the RDA to enter into an agreement with Buckno Lisicky for the audit of the RDA fiscal period ended June 30, 2024.
- D. GENERAL DISCUSSION
- E. ADJOURNMENT

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

This Joinder Addendum dated as of \_\_\_\_\_, 2024, forms part of the Use Permit Agreement dated \_\_\_\_\_, 2024 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), CHRISTMAS CITY SPIRITS, LLC (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

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

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

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

PERMITTEE:  
CHRISTMAS CITY SPIRITS, LLC

By: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
City Controller

CITY:  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
J. William Reynolds  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

JOINING PARTY:  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
Title:



CITY OF BETHLEHEM  
OFFICE OF THE CITY SOLICITOR

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INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

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

Date: August 28, 2024

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Attached is a proposed Resolution and associated Use Permit Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.  
John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor  
Michael Alkhal, Director of Public Works  
Laura Collins, Redevelopment Authority  
Monica Round, Christmas City Spirits, LLC



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

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), between CHRISTMAS CITY SPIRITS, LLC, 564 Main Street, Bethlehem, Pennsylvania, 18018, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

**Background**

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

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

**Agreement**

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

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

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

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

4. Fees, Contributions and Charges.

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

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

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

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

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

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

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

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

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

10. Code Inspection and Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**[SIGNATURES TO FOLLOW]**

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

ATTEST: PERMITTEE:  
CHRISTMAS CITY SPIRITS, LLC

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
Title:

ATTEST: CITY:  
CITY OF BETHLEHEM

\_\_\_\_\_  
City Controller By: \_\_\_\_\_  
J. William Reynolds  
Mayor

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

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: Michael Alkhal

**EXHIBIT A**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

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

Event/Purpose: Night Market
Event Dates/Times: October 5, 2024 from 3:00 pm to 8:00 pm; and October 19, 2024 from 3:00 pm to 8:00 pm
Use Permit Duration: October 5, 2024 from 1:00 pm to 9:00 pm; and October 19, 2024 from 1:00 pm to 9:00 pm
Permittee Contact Person: Monica Round
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): Redevelopment Authority of the City of Bethlehem, as co-permittor with the City

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

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

D. Insurance Requirements.

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

Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

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

E. Special Provisions Relating to Service of Alcohol.

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

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

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

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

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

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

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

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

Permittee’s Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b)

Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

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

F. Roster Duty Police Officers.

No Roster Duty Required.

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

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

G. Public Safety.

No Public Safety Plan Required.

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

No EMS Standby Required.

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

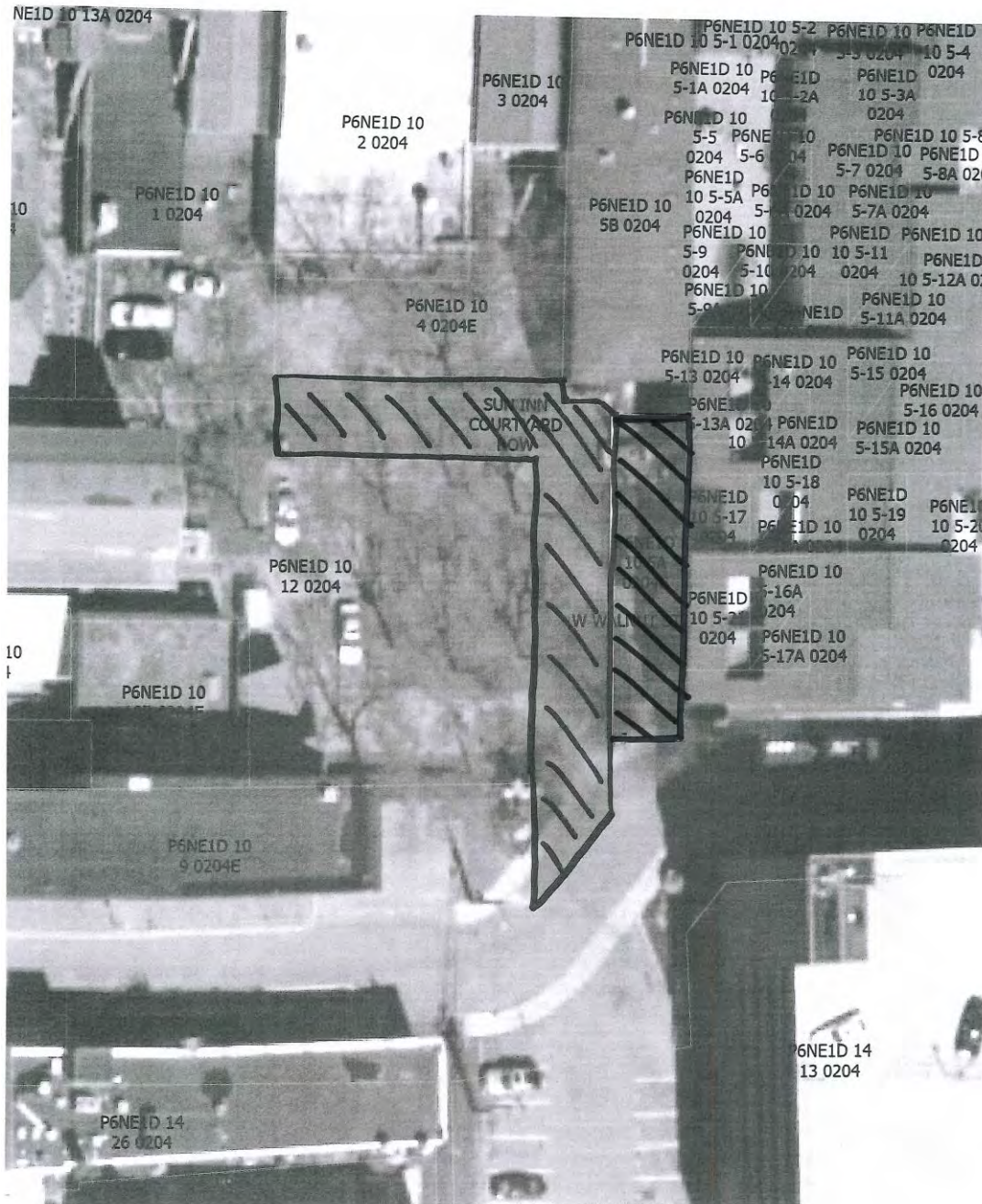
Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall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

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

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

**EXHIBIT MAP**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

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





**EXHIBIT MAP**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

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





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

This Joinder Addendum dated as of \_\_\_\_\_, 2024, forms part of the Use Permit Agreement dated \_\_\_\_\_, 2024 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), CHRISTMAS CITY SPIRITS, LLC (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

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

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

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

PERMITTEE:  
CHRISTMAS CITY SPIRITS, LLC

By: \_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
City Controller

CITY:  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
J. William Reynolds  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

JOINING PARTY:  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
Title:

## City of Bethlehem – Insurance Requirements Checklist for Use Permit Agreements

### Christmas City Spirits – Night Market

General Information

- The Permittee and any applicable Joining Party Subpermittees must be listed as the named insured on submitted COIs.
- The insurance coverages required to be provided pursuant to the Agreement shall be obtained, and maintained through the expiration of the Use Permit Agreement, at the sole expense of the party required to obtain such insurance coverage.

Applicable to Permittees – Required Coverages and Additional Insured Endorsement (see checked boxes)

Comprehensive General Liability (CGL) coverage:

- Limits of Liability – At least \$1,000,000.00 Each Occurrence and \$1,000,000 General Aggregate.
- Additional Insured Endorsement – “City of Bethlehem and its officers and employees” must be named as additional insured on the General Liability policy.

Liquor Liability Insurance – If Permittee has received a PLCB-issued Special Occasion Permit or other PLCB-issued permit or license to sell or serve alcohol at the permitted event, they must provide the following under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy:

- Limits of Liability – At least \$1,000,000 per person and \$1,000,000 per occurrence or aggregate.
- Additional Insured Endorsement – “City of Bethlehem and its officers and employees” must be named as additional insured on the Liquor Liability policy.

In addition to the above-noted requirements, the “Redevelopment Authority, its officers and employees” must also be named as additional insureds on the General Liability and Liquor Liability insurance policies.

~~Applicable to Subpermittees – Required Coverages and Additional Insured Endorsement (see checked boxes)~~

~~Comprehensive General Liability (CGL) coverage (required per Vendor Application):~~

- ~~Limits of Liability – At least \$1,000,000.00 Each Occurrence and \$1,000,000 General Aggregate.~~
- ~~Additional Insured Endorsement – “City of Bethlehem and its officials and employees” must be named as additional insured on the General Liability policy.~~

~~Liquor Liability Insurance (required per Use Permit Agreement, Exhibit A, Sections D and E and related Joinder Addendum) – If Subpermittee has received a PLCB-issued permit or license to sell or serve alcohol at the permitted event, they must provide the following under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy:~~

- ~~Limits of Liability – At least \$1,000,000 per person and \$1,000,000 per occurrence or aggregate.~~
- ~~Additional Insured Endorsement – “City of Bethlehem and its officials and employees” must be named as additional insured on the Liquor Liability policy.~~

Certificate Holder

The Certificate Holder designation must read as follows:

*City of Bethlehem  
Attn: Solicitor’s Office  
10 East Church Street  
Bethlehem, PA 18018*

Description of Operations

Under Description of Operations, it should read as follows:

*Event Description: Night Market  
“City of Bethlehem, its officials and employees” and “Redevelopment Authority, its officers and employees” are included as Additional Insureds in accordance with the policy provisions of the General Liability and Liquor Liability policies when required by written contract.*

**RESOLUTION NUMBER 1515**

**WHEREAS**, the Redevelopment Authority of the City of Bethlehem has sought proposals from qualified certified public accountant firms to audit its financial statements for the fiscal period ended June 30, 2024, with an option to extend for three (3) additional fiscal periods ending June 30, 2025, 2026, and 2027; and

**WHEREAS**, Buckno Lisicky & Company, CPAs is an experienced qualified certified public accountant firm with locations in Allentown and Bethlehem, PA and has submitted a proposal to conduct such an audit for the Authority; and

**WHEREAS**, the Authority has reviewed all proposals received and determined that Buckno Lisicky & Company, CPAs has submitted an acceptable proposal in terms of qualifications and fees.

**NOW, THEREFORE, BE IT RESOLVED** that the Redevelopment Authority of the City of Bethlehem accepts the proposal submitted by Buckno Lisicky & Company, CPAs for the total amount of Twelve Thousand Dollars (\$12,000.00) for the fiscal period ended June 30, 2024, with the option to extend said services for three (3) additional fiscal periods ending June 30, 2025, 2026, and 2027.

**BE IT FURTHER RESOLVED**, that the Redevelopment Authority of the City of Bethlehem is authorized to enter into an agreement with Buckno Lisicky & Company, CPAs for the purpose of providing an independent audit of the Authority for the fiscal period ended June 30, 2024 and that the Chairperson or Executive Director be authorized to sign said agreement, to be attested to by the Secretary.

**AGREEMENT BY AND BETWEEN THE  
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM  
AND  
BUCKNO LISICKY & COMPANY  
FOR AUDIT SERVICES**

**THIS AGREEMENT**, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM (hereinafter called the “RDA”), and BUCKNO LISICKY & COMPANY, Independent Public Accountants, with offices at Two City Center; 645 Hamilton Street; Suite 204; Allentown, Pennsylvania, 18101 and at 444 Main Street; Bethlehem, Pennsylvania, 18018, (hereinafter called the “Auditor(s)”).

**WITNESSETH:**

**WHEREAS**, the RDA is a state incorporated redevelopment authority and as such government agency has the powers vested by Pennsylvania Redevelopment Law; and

**WHEREAS**, the primary purpose of the RDA is meeting the national objective of slum and blight removal as well as provide community and economic development services as is within its scope for the betterment of the Bethlehem community; and

**WHEREAS**, the RDA receives financing for services and operations through various sources including, but not limited to, grant awards from the Commonwealth of Pennsylvania; federal Community Development Block Grant (CDBG) Funds through the City of Bethlehem; and other periodic revenue sources; and

**WHEREAS**, the RDA has prepared and distributed, through mailing and online posting, a Request for Proposal (RFP) for a qualified independent public accountant to provide an independent audit of RDA operations for the period of July 1, 2023 to June 30, 2024 with the option to extend for an additional three (3) fiscal periods ending in 2025, 2026 and 2027; and

**WHEREAS**, the RDA received multiple proposals for auditing services from qualified independent public accountants with one such proposal received from the Auditor, an experienced independent auditor; and

**WHEREAS**, the RDA has reviewed and evaluated all said proposals on the basis of qualifications and experience, similar engagements with other governmental entities, specific audit approach; and

**WHEREAS**, the RDA has determined that the Auditor has submitted an acceptable proposal in terms of qualifications and fees and is qualified to carry out the required audit.

**WHEREAS**, the RDA desires the Auditor to conduct and perform such an audit.

**NOW, THEREFORE**, the RDA and the Auditor mutually agree as follows:

2. The Auditor shall audit the accounts and records of the RDA for the twelve (12)-month period ending June 30, 2024 in accordance with generally accepted auditing standards as set forth by the appropriate and applicable governing authorities, including but not limited to: the American Institute of Certified Public Accounts (AICPA), the U.S. Government Accountability Office (GAO), the U.S. Office of Management and Budget (OMG), and the Governmental Accounting Standards Board (GASB), including any supplemental information as may be required. Additionally, any and all other applicable procedures set forth for the audit of a Pennsylvania government entity and redevelopment authority financial statements as prepared in accordance with Generally Accepted Accounting Principles (GAAP) must be followed. The audit performed shall be sufficient in scope to enable the RDA to express an opinion in the audit report on the financial statements of the RDA. Additional requirements are contained in the Request for

Proposal (RFP) for Independent Audit Services issued by the RDA, which is attached and made a part of this contract as Exhibit "1".

3. If the Auditor determines that the RDA accounting records are not in a sufficient and satisfactory condition for performing an audit, the Auditor shall disclose this deficiency to the RDA. If the RDA cannot prepare its financial records for said audit within fifteen (15) days, the Auditor shall notify the RDA Board, with a copy of said notice provided to the City of Bethlehem Director of the Department of Community and Economic Development (DCED) at 10 East Church Street; Bethlehem, PA 18018. The Auditor shall await further instructions from the RDA Board and City of Bethlehem Director of DCED before continuing the audit.
4. Upon completion of the audit, an audit report consisting of those elements described in the RFP, attached as Exhibit "1", shall be submitted to the RDA in electronic form with authorization for the RDA to distribute the report to the RDA Board, City of Bethlehem, and other entities as may be required by RDA programs and operations.
5. The Auditor will attend one (1) public meeting with the RDA Board to present its auditing findings and to address any questions and/or concerns raised by the RDA Board or others in attendance.
5. The RDA agrees to pay the Auditor as compensation for the services and report mentioned herein, a lump-sum fee of Twelve Thousand Dollars (\$12,000.00), inclusive of all costs and expenses.

The fee is based on the following:

Audit of Financial Statements	\$12,000
Preparation and filing of DCED Form	Included
Meetings with management to review draft of the financial statements, audit results and other communications	Included
Attendance to present the audit results to the Finance / Audit Committee and/or Board of Supervisors	Included
Preparation of management letter to report recommended improvements to accounting and reporting issues	Included
Availability throughout the year to provide advice and guidance on routine financial accounting and reporting issues	Included

Changes in the scope of services to be performed by the Auditor under this Agreement, including any increase or decrease in the amount of the Auditor's compensation or changes in the time limitation for submission of the Auditor's report, shall be mutually agreed upon by and between the RDA and Auditor and shall be incorporated into written amendments subject to the same concurrence requirements of this Agreement.

6. The Auditor certifies that its principal officer(s) or member(s) is a Certified Public Accountant and/or Licensed or Registered Public Accountant, certified, licensed, or registered by a regulatory authority of a State or other political subdivision of the United States. A statement identifying such certification or license shall be attached to this Agreement.
8. The Auditor covenants that during the period to be covered with this audit he/she shall have no interest, direct or indirect, with respect to the RDA, as such would create a conflict of interest. The Auditor further covenants that in the performance of this Agreement no person having such interest shall be employed. Conflicts of interest include, but are not limited to:

- a. Family relationships with officials of the RDA.
  - b. Where the accountant during the period covered by the audit was connected as an officer or employee of the RDA.
  - c. Where the Auditor has an interest in the Urban Renewal Project areas, or any parcels therein, covered by the audit.
9. No member, officer or staff of the RDA, no member of the governing body of the locality in which the RDA project is situated, and no other public official of such locality or localities who exercise any responsibilities or functions with respect to the RDA's project, during this tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
10. No member of or Delegate to Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
11. The Auditor warrants that he/she has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the RDA the right to terminate this Agreement, or, in its discretion, to deduct from the Auditor's fee the amount of such commission, percentage, brokerage, or contingent fee.
12. The Auditor shall not assign or transfer any interest in this Agreement, except that claim for monies due or to become due from the RDA under the Agreement may be assigned to a bank, trust company, or other financial institution. If the Auditor is a partnership, this Agreement shall inure to the benefit of the surviving or remaining members of such partnership.
13. The Auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Auditor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Auditor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the RDA setting forth the provisions of this nondiscrimination clause. The Auditor will, in all solicitations or advertisements for employees placed by or on behalf of the Auditor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
14. The Auditor shall retain and make available, upon request, all working papers for no less than three (3)-years from the date of the audit report. Eligible entities entitled to review and have access to such working papers may include any agency of the federal government, any agency of the Commonwealth of Pennsylvania, and of the City of Bethlehem, PA as well as successor to the Auditor and/or RDA. Any request for such access must be made and approved by the RDA Executive Director, or other individual as may be designated by the Executive Director.
15. All of the reports, information, data, etc., prepared or assembled by the Auditor under this Agreement is confidential and the Auditor agrees that they shall not be made available to any individual or organization without the prior written approval of the RDA.
16. The Auditor shall comply with all applicable laws, ordinances, or codes of the State or local governments, in performing any of the work embraced by this Agreement.

17. If, through any cause, the Auditor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this Agreement, the RDA shall have the right to terminate this Agreement by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5)-days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Auditor under this Agreement shall, at the option of the RDA, become its property and the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Auditor shall not be relieved of liability to the RDA for damages sustained by the RDA by virtue of any breach of the Agreement by the Auditor, and the RDA may withhold any payments to the Auditor for the purpose of setoff until such time as the exact amount of damages due to the RDA from the Auditor is determined.

**IN WITNESS WHEREOF**, the RDA and the Auditor have executed this Agreement the day and year first above written.

**ATTEST**

**REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST**

**BUCKNO LISICKY & COMPANY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



# BUCKNO LISICKY & COMPANY

Certified Public Accountants | Business Consultants

## Request for Proposal Response

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM  
9.4.24

Insight.

Opportunity.

Strategy.



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September 4, 2024

To Heather M. Bambu  
Administrative Coordinator/Board Secretary  
Redevelopment Authority of the City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018

Thank you for providing Buckno Lisicky & Company with the opportunity to present this proposal to provide professional audit services for the Redevelopment Authority of the City of Bethlehem (Redevelopment Authority).

This proposal summarizes our understanding of your service needs, and provides us with the opportunity to give you a better understanding of how we work with our clients and provide insight to help them manage their organization and succeed in their mission. All professional staff are properly licensed, if necessary, to practice in Pennsylvania and Buckno Lisicky & Company is independent of the Redevelopment Authority.

In addition, this proposal describes how we operate as an organization, and our experience and expertise in the governmental industry. Our many years of experience have earned us the reputation of providing outstanding service. Our shareholders and staff have created an exceptional culture of strong personal and professional ethics, and we promote involvement throughout the firm in the important organizations that give back to our community and the world at large.

Thank you again for inviting us to propose on providing audit services for the Redevelopment Authority. I will be your primary contact for this proposal process.

If you need additional information about our firm, personnel or services, please do not hesitate to call us.

Sincerely,



Chris Betley, Shareholder

## 2. Why Buckno Lisicky & Company?

### **Firm Experience**

Buckno Lisicky & Company is a regional accounting firm with over 50 years of experience in providing professional services to organizations in eastern Pennsylvania as well as neighboring states. Our Company, managed by its 13 shareholders, has offices located in Allentown, Bethlehem and Lehigh, Pennsylvania and Cedar Knolls, New Jersey, which employ approximately 40 professional personnel and approximately 20 supporting staff.

The Firm is a member of the American Institute of Certified Public Accountants (AICPA), the Pennsylvania Institute of Certified Public Accountants (PICPA), the AICPA Governmental Audit Quality Center and the AICPA Employee Benefit Plan Audit Quality Center.

Buckno Lisicky & Company has a well-established reputation for providing quality personalized auditing, tax and management advisory services to our clients in a wide range of industries, including the following:

- ✦ Advertising Agencies & Marketing Firms
- ✦ Architectural Firms
- ✦ Auto Dealerships
- ✦ Condominiums/Homeowner Associations
- ✦ Construction & Contracting
- ✦ Professional Services (Medical, Dental, Eye, Orthodontic, Chiropractic & Veterinary Practices)
- ✦ Families/Individuals
- ✦ Financial Institutions
- ✦ Food Franchises
- ✦ Governmental Organizations
- ✦ Law Firms
- ✦ Manufacturing
- ✦ Non-Profit Organizations
- ✦ Real Estate
- ✦ Restaurants
- ✦ Transportation

Our Firm has consistently been voted “Best Accountant in the Lehigh Valley” in a reader’s poll in Lehigh Valley Magazine for several years. Our experience includes relationships with organizations that cover decades.

Our firm website can provide addition information at [www.bucknolisicky.com](http://www.bucknolisicky.com).

### **Independence**

Buckno Lisicky & Company and its shareholders are independent with the respect to the Redevelopment Authority as defined by general accepted audit standards and U.S. Government Auditing Standards, and we will maintain an independent attitude and appearance through the full

term of the engagement. We have no knowledge of any business, investment or family relationships with the Redevelopment Authority, its agencies, officials, department heads or other employees and personnel of our firm that would impair independence.

### **Our Governmental Practice and Leadership**

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity, and eager to serve as a true valued advisor to the public sector, Buckno Lisicky formalized its dedicated public sector specialization more than 20 years ago. We have developed a team of government industry specialists who work exclusively in this area, providing audit as well as advisory services.

Buckno Lisicky & Company has cultivated and maintained a strong statewide leadership presence in the government arena. Members of our public sector practice group are active participants in key industry organizations, including AICPA and the Governmental Audit Quality Center (GAQC). Because of our work with these groups, we are knowledgeable of dynamic, consequential trends in state and local government - and equipped with leading practices to help the Redevelopment Authority best respond to them.

### **Small Firm Service, Large Firm Resources**

Buckno Lisicky & Company's size and resources uniquely positions us to service your Organization. Our Firm has the resources to service your technical needs as well as larger regional and national firms. However, we represent a competitive alternative to regional and national firms because of the personalized service, attention and consistency of personnel we provide as a regional firm with a large local presence in Eastern Pennsylvania.

Buckno Lisicky & Company also represents a "step up" from other smaller local accounting firms. Our Firm utilizes the latest auditing techniques and technology in performance of its engagements to provide our clients with effective as well as efficient audit engagements. Our references, listed in this proposal, will attest to our abilities to conduct a professional quality audit, to remain on top of the latest changes in accounting and auditing requirements and our ability to carefully assist our clients in the smooth implementation of new requirements. In addition, Buckno Lisicky & Company utilizes state of the art accounting and auditing technology including data extraction technology and fully paperless audit engagements. By engaging Buckno Lisicky & Company, you receive access to large firm resources while still receiving the service you expect from a smaller firm.

### **Professional Development Program**

Buckno Lisicky & Company has a continuing professional development program for all professional staff that includes a mix of internally developed programs as well as external programs presented by the AICPA, PICPA and other program providers. Our Firm's policy is to provide at least 80 hours of continuing professional education to all professional personnel, including those who are not certified public accountants, over a two-year period. In addition, we require all staff working on governmental entities to obtain at least 56 hours of Yellow Book

continuing professional education. The selection of specific programs that are attended by each professional is tailored in accordance with the types of engagements that each individual performs.

### **Shareholder Involvement**

It is the Firm's philosophy to require extensive shareholder and manager involvement in all aspects of service. This is one of the biggest advantages experienced by Buckno Lisicky & Company clients over other accounting firms. This enables our firm to maintain close working relationships with our clients and helps in insuring your expectation of excellent service is met. It also enables more efficient professional services to be rendered without excess "auditor training" by your personnel.

### **Staff Continuity**

We will staff the engagement with auditors trained and experienced in auditing governmental entities. The manner in which our staff provides our services is as important to us as the services we provide.

Our philosophy is to staff engagements with the same individuals that have performed the engagement in the past. Buckno Lisicky & Company has not had significant turnover of professionals over the years in our audit department. As previously stated, part of Buckno Lisicky & Company's unique service approach includes a high level of shareholder involvement in each engagement. Therefore, the negative effect on the performance of the engagement is minimized if, for some reason beyond our control, prior year staff accountants cannot be reassigned to the engagement.

The engagement team will be provided with the appropriate personnel, as well as technological and support resources to complete the engagements within the required time frame.

### **Client Retention**

We have experienced no client turnover with our governmental clients in the last five years. In fact, our governmental practice continues to grow based on our relationships and referrals from current clients and our extensive experience in the governmental arena. We have developed long-term relationships with many of our clients and pride ourselves on our client service. We look forward to developing a similar relationship with you.

### **Community Involvement**

Buckno Lisicky takes pride in giving back to the community with donations, time and expertise. Our team is involved in over 50 community organizations and charities around the Lehigh Valley. In addition, the firm annually plans an office-wide community service day and dress-down Fridays where \$1,000 gets donated to a charity of an employee choice.

The following is a list of some of the not-for-profit and community organizations that our shareholders and staff are involved with at the Board of Directors or Committee level.

Bethlehem Rotary Club	Valley Youth House
Eastern Pennsylvania Scholarship Foundation	Meals on Wheels
Women In Science Demonstrating Outstanding Merits	American Hellenic Educational Progressive Association
Center for Vision Loss	Lower Macungie Youth Association
Starting Over Animal Rescue	Big Brothers Big Sisters of the Lehigh Valley
Lehigh Valley Children's Center, Inc.	ARC of Lehigh & Northampton Counties
Carbon County Community Foundation	Boys and Girls Club of Bethlehem
Lehigh Valley Community Foundation	American Brittany Rescue
Miracle League of the Lehigh Valley	Pinebrook Family Answers
Goodfellows Organization	Mayfair Festival of the Arts
United Way of the Lehigh Valley	Child Care Information Services, Inc.
Jim Thorpe Rotary Club	Cops and Kids
Hispanic Center Lehigh Valley	Minsi Trails Council
Bethlehem Rotary Club	Valley Youth House
Eastern Pennsylvania Scholarship Foundation	Meals on Wheels
Women In Science Demonstrating Outstanding Merits	American Hellenic Educational Progressive Association
Sights for Hope	Lower Macungie Youth Association

In addition to the \$1,000 charity donations, Buckno Lisicky recently started a Foundation to provide annual scholarship awards to high school and college students in the Lehigh Valley area.

### 3. Governmental Experience

Buckno Lisicky & Company has extensive experience in providing services to governmental entities. Our relationships with many of our governmental clients span decades. These services include audits, single audits, reviews, compilations, agreed upon procedures, attestation, compliance and consulting services. We are exceptionally proud of our record of long-term relationships with our clients. You will find our staff is always available to answer questions and are committed to providing top quality, timely service. Buckno Lisicky & Company has a specific audit team that is dedicated to providing professional services to our governmental clients. Resumes of the key team members are included in the Staff Qualifications section of this proposal.

#### Client References

Please feel free to contact these governmental entities to find out how their experience with Buckno Lisicky & Company has benefitted their organizations.

---

#### **Borough of Jim Thorpe**

Contact: *Maureen Sterner*  
(570) 325-3025

*Borough Manager*  
*manager@jtborough.org*

*Services provided: Audit of financial statements (10+ years)*

---

#### **Franklin Township**

Contact: *Brenda Neeb*  
(610) 377-1773

*Secretary-Treasurer*  
*ftbrenda@ptd.net*

*Services provided: Audit of financial statements (10+ years)*

---

#### **Washington Township**

Contact: *Wade Marlatt*  
(610) 767-8108

*Secretary/Treasurer*  
*wadewashingtontownship@gmail.com*

*Services provided: Audit of financial statements (10+ years)*

---

#### **Coplay-Whitehall Sewer Authority**

Contact: *Anita Smith*  
(610) 437-4461

*Business Manager*  
*asmith@cwsauthority.org*

*Services provided: Audit of financial statements (10+ years)*

---

#### **Bethlehem Parking Authority**

Contact: *Steve Fernstrom*  
(610) 419-1484

*Executive Director*  
*steve@bethpark.org*

*Services provided: CFO and consulting services (3+ years)*

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## 4. Engagement Team

### Chris Betley, CPA – Shareholder In-Charge



Chris Betley, CPA, graduated from Moravian College in Bethlehem, Pennsylvania. Prior to joining Buckno Lisicky & Company, Chris worked as a manager for a large regional accounting firm located in New Jersey before relocating to the Lehigh Valley. Chris specializes in serving governmental clients, including townships, authorities, counties, school districts, community colleges, libraries, fire companies. Chris has assisted various governmental with their financial reporting including financial statement and budget preparation, documentation of internal controls and procedures over financial reporting, as well ensuring compliance with governmental statutes and regulations.

Chris serves on the firm's Quality Control Committee where he performs firm-wide quality control technical reviews for all types of engagements and industries. Chris is also a member of the American Institute of Certified Public Accountants, the Pennsylvania Association of School Business Officials (PASBO), the New Jersey Society of Certified Public Accountants and the AICPA's Governmental Audit Quality Center.

#### Licenses/Certifications

- ✦ Certified Public Accountant, New Jersey
- ✦ Certified Public Accountant, Pennsylvania

#### Community Involvement

- ✦ Bethlehem Rotary Club, Treasurer
- ✦ Valley Youth House, Board Member and Finance Committee Member



## Jeff Dobeck, CPA – Quality Control Partner



Jeffrey E. Dobeck, CPA, is a magna cum laude graduate of Bloomsburg University of Pennsylvania. Jeff began his career with Buckno Lisicky & Company in September 1986 and passed the Certified Public Accountants examination in November 1986. He is a member of the American and Pennsylvania Institute of Certified Public Accountants.

Mr. Dobeck specializes in accounting, auditing and consulting for governmental entities. He is involved in some capacity in nearly all of our firm's governmental engagements. Jeff is our Firm's designated partner in charge of our membership in the Government Audit Quality Center of the AICPA.

Mr. Dobeck is our Firm's shareholder-in-charge of Quality Control and is chairman of our Firm's Quality Control Committee. He either supervises or performs substantially all of our Firm's quality control technical reviews of accounting and auditing engagements.

Jeff is also qualified and has performed peer reviews of other CPA firms under the AICPA Peer Review Program and generally reviews governmental engagements during such quality control reviews. This peer review experience has enhanced Jeff's governmental auditing experience by providing insight into the accounting and auditing best practices of numerous other CPA firms that specialize in governmental engagements. He has also been engaged by other CPA firms who conduct peer reviews to provide expertise in the areas of governmental accounting and auditing. Jeff has also been engaged by other CPA firms to provide consulting services in governmental accounting and auditing, including engagements involving federal and state funding issues.

Jeff has over 33 years of experience in accounting, auditing and consulting for various governmental organizations.

### Licenses/Certifications

- ✦ Certified Public Accountant, Pennsylvania

### Community Involvement

- ✦ Pinebrook Family Answers
  - Board Member and Treasurer
  - Past Board President
- ✦ Via Foundation
  - Chairman, Board of Directors

## 5. Audit Approach and Methodology

Buckno Lisicky & Company strives to work at the highest level of efficiency. Beyond efficiency, we also believe that everything we do must be effective. Our commitment to continuous process improvement ensures that our clients can maintain high confidence in our ability to provide the best service possible. We pride ourselves on meeting your deadlines and providing feedback throughout the course of the year. As a direct result of our industry knowledge, we will be a resource you can call upon at any time to discuss any issue. We pride ourselves on our unique approach to serving governmental clients. With our team dedicated to governments year-round, we are able to provide a more comprehensive approach to our audits. In addition, we often provide suggestions for best practices, including sample materials and hold educational seminars specifically for our governmental clients. Some of our audit techniques that help us to promote audit quality are outlined below.

### **Audit Scope**

You have requested proposals for professional audit services for years ending June 30, 2024 (with an option for the years ending June 30, 2025, 2026 and 2027). We understand the audits will be conducted in accordance with United States Generally Accepted Auditing Standards (GAAS), and the financial statements will be prepared under Generally Accepted Accounting Principles (GAAP) and promulgations of the Government Accounting Standards Board (GASB). Our audit will meet or exceed all performance specifications listed in the request for proposals.

The primary purpose of the audit is to express an opinion on the financial statements of the entity subject to audit. Such an audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered that lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, Buckno & Lisicky and Company will promptly advise an appropriate level of management.

The following reports will be prepared and presented at the completion of the audit:

- An opinion on the basic financial statements and all supplemental information for the Redevelopment Authority.
- Reports regarding compliance and internal control of all financial statements based on the audit of the financial statements for the Redevelopment Authority, performed in accordance with GAAS, GAAP and GASB standards
- A report on the Annual Report Form DCED

In the required reports on internal control, we will communicate any control deficiencies found during the audit. A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected, and corrected on a timely basis. A significant deficiency is a deficiency, or a

combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

At the conclusion of each audit, we will prepare a written report to management that covers the following:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgements and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultations with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

We will provide assistance for GASB standards implementation and other accounting questions over the contract period. Routine phone calls and questions are included in our audit services. We encourage you to call us with questions when they come up.

### **Transition**

A decision to change professional services firms is significant. The key to a successful transition is having a knowledgeable transition team and plan to complete the transition early in the new relationship. As part of the transition process, we will meet with your former auditors to review their work papers and make certain inquiries required by professional standards. We would expect to complete the key elements of our transition plan as possible after our appointment as the Redevelopment Authority's independent auditor's. Throughout the transition phase, we propose to meet with management as often as necessary to ensure the timely communication of our progress, as well as to immediately address any issue that arises. Opening balance testing will be performed on the balance sheet accounts of all major funds and government-wide financial statements. As you will see our fee proposal section, **we will absorb all start-up costs resulting from the transition.**

### **Audit Procedures**

Our audit procedures vary based on our audit strategy. We utilize third party confirmations, whenever possible, including areas such as cash, major revenue sources, investments, debts (when applicable), agency fund liabilities, etc. In addition to third party confirmations, we will perform substantive testing, including testing asset valuation and account reconciliations, reviewing specific transactions for supporting documentation, and utilizing inquiry and analytics to test and compare balances.

When we perform an audit, we develop a thorough understanding of your internal control activities, operating systems, personnel and special needs, using this information to plan a complete, but efficient audit. Areas that require more attention are identified, and unnecessary or

redundant procedures are eliminated. We understand the critical details embedded in your financial statements and will focus considerable time and energy on these risk areas, while paying additional attention to items of the most concern to you.

Our techniques include:

- Identifying key risk areas, allowing us to properly concentrate our efforts
- Designing predictive tests that define our financial expectations prior to starting fieldwork
- Leveraging government-specific knowledge to create tests for your operations
- Deploying an experienced team to maximize our knowledge of the Redevelopment Authority.

You can expect to receive a quality financial audit without unnecessary procedures or work papers. Before completing internal planning, we will discuss our approach with you and modify our plans, as appropriate

We will perform our audit in the following four phases:

**Planning:** This phase will commence with a joint meeting or phone conference between Buckno Lisicky and the Redevelopment Authority. This meeting is important to ensure a coordinated audit and will cover our preliminary plan for conducting the audit to meet the Redevelopment Authority 's timing requirements and reporting issues.

**Interim audit work:** During this phase, we will document your systems and perform tests of controls or walk-throughs to evaluate their effectiveness . We will also obtain or update certain documents for our permanent files. Confirmation requests will be selected , and we will work with the Redevelopment Authority 's personnel to determine the timing of the final audit fieldwork. We will also perform the risk assessments required to determine our audit approach and needed audit procedures. At the conclusion of interim work, we will provide the Redevelopment Authority with a list of items needed for the year-end work and meet with management to provide a status update.

**Year-end audit work:** This phase will occur when the Redevelopment Authority's accounting personnel has prepared a trial balance of its year-end general ledger accounts and completed the working papers agreed upon during planning. This phase includes substantive audit procedures that involve obtaining or examining evidence to verify the propriety of such balances. Throughout audit fieldwork, we will meet with members of the management team to discuss the results of the audit.

**Reporting:** The final phase involves the independent partner quality control review of your financial statements and completion of the report on internal control and other required reports. We will conclude with presenting findings to management. We will adhere to the report timelines you have outlined in your request for proposals as well as the printing and copying requirements stated.

**Use of Analytical Techniques**

We utilize analytical techniques throughout the audit process. Analytics are used initially when evaluating performance and finalizing the audit plan. Analytics are used through fieldwork when looking at activity in relation to expectations based on budgeted and past years results. In addition, upon completion of fieldwork, analytics are used again to evaluate the final financial information to assure ourselves that no additional audit procedures are necessary.

**Team Structure**

The shareholder-in-charge is involved throughout the entire audit process, from planning the audit strategy through preparation and issuance of the final report. The supervisor/senior and/or staff accountants will perform the majority of the fieldwork with oversight of the shareholder-in-charge with a multi-level review process. In addition, the quality control reviewer performs a technical review on all engagements.

**Technical Capabilities**

We strive to work at the highest level of efficiency. Our firm is highly invested in technology including paperless technology and file sharing programs. Our services will be provided electronically to fit your comfort level. We use ShareFile, which is an industry-leading client portal. This allows for a simple, easy to use, secure portal for information exchange between us and our clients. Every engagement starts with a brainstorming of the engagement team which discusses what we know, what we need to know, what to be alerted to, etc. Continuity of engagement team is one of the most impactful means to ensure an efficient audit, and we are proud of our low turnover history.

**Communication**

Throughout the audit process, we actively communicate with the client. We typically disseminate information in a variety of ways and choose the methods that are best suited to each client's needs. Some clients prefer real-time updates through phone calls or emails, while others prefer regularly scheduled meetings that discuss all updates within a stated time period. We adapt to each client's preference and will disseminate information in your preferred manner

Our team will provide verbal and email updates to the client during audit fieldwork regarding audit progress and findings. This interactive approach provides clarification of potential findings prior to reporting, allowing for a more accurate and complete report draft. Once a potential issue is identified, we work to determine the cause of the weakness or error in order to develop a meaningful recommendation. Our goal is to offer cost effective solutions while meeting control objectives.

## 6. Professional Fees

### Fee Structure

Our fee proposal is as follows:

#### Services for Year Ending June 30, 2024

Audit of financial statements	\$12,000
Preparation and filing of DCED Form	Included
Meetings with management to review draft of the financial statements, audit results and other communications	Included
Attendance to present the audit results to the Finance/Audit Committee and/or Board of Supervisors	Included
Preparation of management letter to report recommended improvements to accounting and reporting issues	Included
Availability throughout the year to provide advice and guidance on routine financial accounting and reporting issues	Included

The fixed fee proposal for the year ended June 30, 2024, does not include the additional time required for a first year audit. We recognize the time commitment required in the first year of an audit to learn the fiscal and operational aspects of new clients. We believe gaining this understanding is an essential aspect of the services we provide. We consider this time to be an investment on our part and you will not be billed for this investment. We project our actual cost for the year ending June 30, 2024 to be approximately \$20,000.

### Options for after Year 1

The Redevelopment Authority has the option continue the audit services as described in this proposal after Year 1 for a 5% increase over the prior year fee or a negotiated rate agreed to by both parties.



**Unanticipated Services**

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The above fees assume that the Redevelopment Authority will provide a reasonably complete, adjusted and reconciled general ledger. If significant additional time is necessary on our part to provide any bookkeeping assistance to assist you in providing a reasonably complete, adjusted and reconciled general ledger and provided such assistance is allowable under independence standards, we will discuss any additional work required with you and arrive at a new fee estimate before we incur the additional costs.

**Fees for Additional Services**

Consultations that require significant research or other special projects will be billed based on the time required by the individuals assigned to the engagement, plus direct expenses, less an appropriate charitable discount. We will always provide you with an estimate and agree upon fees prior to start of any work that is considered to be outside the scope of the proposal. Standard hourly billing rates by staff level are included in the following chart:

<b><u>Level</u></b>	<b><u>Standard Hourly Billing Rates</u></b>
Shareholder	\$225-\$300
Manager/Senior Manager	\$185-\$225
Senior Staff/Supervisor	\$130-\$185
Staff Accountant	\$100-\$125
Associate	\$60-\$75

## 7. Audit Timeline

Our timeline for the engagement is structured based on the required deadlines for the audited financial statements and the availability of the year end accounting information. We are committed to meeting the deadlines agreed to by both parties. We will schedule a “preliminary” fieldwork date to gather initial information and to have discussions with management regarding the year. We strive to issue the audited financial statements as soon as possible following the conclusion of audit fieldwork and testing. We will provide a detailed listing of requested documents at least one week in advance of any scheduled audit fieldwork.



**Briscoe, Burke & Grigsby LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

**Report on the Firm's System of Quality Control**

November 18, 2022

To the Shareholders of Buckno Lisicky & Company  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Buckno Lisicky & Company (the firm) applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

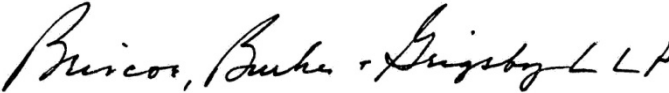
**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Buckno Lisicky & Company applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Buckno Lisicky & Company has received a peer review rating of *pass*.

  
Certified Public Accountants