

LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY

Reorganization & Regular Meeting

February 6, 2024, 6:00 pm

Lambertville Wastewater Treatment Facility,
3 Bridge Street, Lambertville

Agenda for Meeting Held in Person & Conference Call

Call In # 978-990-5000 Access Code: 2646329

The meeting was called to order at 6:03 p.m. by Chairwoman MacGregor who read the statement of compliance with the Open Public Meetings Act, by adoption of *Resolution 005-2023* setting forth meeting dates for 2023-2024. Notification was published on February 23, 2023, to the Hunterdon County Democrat and noticed in the Times of Trenton. A copy of the notice and agenda were posted on the web sites of the LMUA www.lambertvillemua.com and the City of Lambertville www.lambertvillenj.org.

Pledge of Allegiance.

Roll Call. Ms. Parsons called the roll as follows:

LMUA Board:

Present: Janine MacGregor-Chairwoman, Vincent Uhl-Vice Chairman, Paul Rotondi-Treasurer, Helen Pettit-Member, Jacqueline Middleton-Alternate I, Holly Havens-Alternate II

Absent: Russell Lambert-Secretary

Also Present: Thomas F. Horn, P.E.-Executive Director, Kathy Leary-CFO, Diane Alexander, Esq. of Maraziti Falcon, LLP, Andrew Nowick-City of Lambertville Mayor

Minutes.

The minutes from January 2, 2024, regular and closed meetings were approved in a motion made by Ms. Pettit and seconded by Mrs. MacGregor and followed by a unanimous roll call vote with the exception of Mr. Uhl and Mr. Rotondi who abstained as they were absent. MOTION CARRIED

Governing Body Member	Recorded Vote:		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl			X		
Paul Rotondi			X		
Russell Lambert					X
Helen Pettit	X				
Jacqueline Middleton	X				
Holly Havens				X	

Oath of Office.

At the annual reorganization meeting held on January 1, 2024, the City of Lambertville re-appointed Ms. Helen Pettit as Member of the LMUA Board.

Helen Pettit's oath of office for a five-year term as Member expiring 02/01/2029 was administered by the City prior to the meeting.

Reorganization

Election of Authority Positions

Ms. Alexander requested nominations for the position of Chairperson of the Board. Ms. Middleton nominated and moved to approve Mrs. MacGregor for Chairperson. Seeing no other nominations, Ms. Pettit seconded the motion. A unanimous voice vote was taken in favor by all members present. MOTION CARRIED

1. Resolution 002-2024 *Appointment of Chairperson*

WHEREAS, Janine MacGregor was appointed by the Mayor and City Council of Lambertville to serve as a commissioner of the Lambertville Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Janine MacGregor as Chairperson for a term of one (1) year or until reappointed.

The Resolution shall be effective immediately upon adoption.

Motion: Ms. Middleton

Second: Ms. Pettit

Governing Body Member	Voice Vote:		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X
Helen Pettit	X				
Jacqueline Middleton	X				
Holly Havens				X	

2. Ms. Pettit moved to approve **Resolutions 003-2024 through 005-2024** as written in the packet. Seeing no other nominations, Ms. Middleton seconded the motion. A unanimous voice vote was taken in favor by all members present. MOTION CARRIED

Resolution 003-2024 *Appointment of Vice Chairperson*

Motion: Ms. Pettit

Second: Ms. Middleton

Governing Body Member	Voice Vote:		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X

Helen Pettit	X	
Jacqueline Middleton	X	
Holly Havens		X

WHEREAS, Vincent Uhl was appointed by the Mayor and City Council of Lambertville to serve as a Commissioner of the Lambertville Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Vincent Uhl as Vice Chairperson for a term of one (1) year or until reappointed.

The Resolution shall be effective immediately upon adoption.

3. Resolution 004-2024 *Appointment of Secretary*

WHEREAS, Mr. Lambert was appointed by the Mayor and City Council of Lambertville to serve as a Commissioner of the Lambertville Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Mr. Lambert as Secretary for a term of one (1) year or until reappointed.

The Resolution shall be effective immediately upon adoption.

4. Resolution 005-2024 *Appointment of Treasurer*

WHEREAS, Paul Rotondi was appointed by the Mayor and City Council of Lambertville to serve as a Commissioner of the Lambertville Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Paul Rotondi as Treasurer for a term of one (1) year or until reappointed.

The Resolution shall be effective immediately upon adoption.

Other Resolutions

Mr. Rotondi moved to approve **Resolutions 006-2024 through 014-2024** as written. Mrs. MacGregor then asked if any member would like to remove any of the resolutions to be voted on separately. Hearing none, Mr. Uhl seconded the motion. A unanimous roll call vote was taken in favor by all members present. MOTION CARRIED

Governing Body Member	<u>Roll Call Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				

Vincent Uhl	X	
Paul Rotondi	X	
Russell Lambert		X
Helen Pettit	X	
Jacqueline Middleton	X	
Holly Havens		X

1. Resolution 006-2024 “*Establishing 2024-25 Board Meeting Schedule and Designating Official Newspapers*”

BE IT RESOLVED by the Lambertville Municipal Utilities Authority (the “Authority”) that the following matters are hereby determined in accordance with the provisions of the Open Public Meetings Act, N. J. S. A. 10-4-6 et seq.

1. The regular meetings of the Lambertville Municipal Utilities Authority to be held during the period from February 6, 2024 through February 4, 2025 are to be held at the Authority’s office located at 3 Bridge Street, Lambertville New Jersey at 6:00 p.m. on the first Tuesday of the month unless otherwise advertised on the dates set forth below:

March 5, 2024	September 3, 2024
April 2, 2024	October 1, 2024
May 7, 2024	November 5, 2024
June 4, 2024	December 3, 2024
July (time to be determined)	January 7, 2025
August 6, 2024	February 4, 2025

2. The “*Hunterdon County Democrat*”, be designated as the official newspaper and that official notices may also be published in the daily newspaper, “*The Trenton Times*” to meet time requirements pursuant to N.J.S.A. 40:53-1 et seq.
 3. A certified copy of this resolution shall, within seven (7) days of its adoption, be posted, until modified, in the office of the Authority at 3 Bridge Street, Lambertville, New Jersey, the Authority’s web site, and provided to the Lambertville City Clerk’s office.
 4. This resolution shall take immediate effect.
2. Resolution 007-2024 “*Appointing Melissa Parsons as the Custodian of Records and Recording Secretary to the Board*”

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoint Melissa Parsons as Custodian of Records and Recording Secretary to the Board for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

3. Resolution 008-2024 “*Designating Kathy Leary as Custodian of Funds*”

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority that Kathy Leary be designated as Custodian of all funds for the Authority for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

4. Resolution 009-2024 *“Designation of Official Depository”*

WHEREAS, section N.J.S.A. 40A:5-14 of New Jersey Administrative Code requires that each public agency shall annually adopt a cash management plan designating official depositories being in this State and organized under the laws of the United States; and

WHEREAS, the official depository shall file with the Chief Financial Officer a statement indicating that the bank is a public depository as defined by the Governmental Unit Deposit Protection Act N.J.S.A. 17:9-41.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority as follows:

1. Subject to receipt of public depository documentation as required by N.J.S.A. 17:9-41, the following bank shall be allowed to be used as the depository for all Lambertville Municipal Utilities Authority funds:

Bank of Princeton

5. Resolution 010-2024 *“Authorizing Signatures on Authority Bank Accounts”*

WHEREAS, on February 6, 2024, the Commissioners (“Commissioners”) of the Lambertville Municipal Utilities Authority (“Authority”) met to hold the annual reorganization of the Authority; and

WHEREAS, it is necessary to authorize signatories for all checks and other withdrawals from Authority bank accounts for the period running from February 6, 2024, through February 4, 2025; and

WHEREAS, the Commissioners wish to designate certain Authority personnel to be authorized signatories on all checks and other withdrawals from Authority bank accounts for one year; and

WHEREAS, the Commissioners also wish to designate certain officers of the Board of Commissioners to be authorized signatories for the Authority's Improvement and Operating Accounts for one year;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Lambertville Utilities Authority that the authorized signatories on checks and withdrawals from Authority bank accounts during the period running from February 6, 2024, through February 4, 2025, shall be as follows:

1. Authorized Signatories on the Collection Account shall be:

CFO Kathy Leary, or
Executive Director Thomas F. Horn; and

2. Authorized Signatories on the Payroll Account shall be:
CFO Kathy Leary,
Executive Director Thomas F. Horn
Administrative Assistant Melissa Parsons; and
3. Authorized Signatories on the Bank of Princeton Authority Improvement Savings Account shall be:
CFO Kathy Leary, or
Executive Director Thomas F. Horn; and
4. In addition to the above-named Authorized Signatories, two (2) of the following Officers of the Board of Commissioners shall be required for withdrawals of funds from the Authority's Improvement and Operating Accounts, whereby one Authorized Signatory shall be either the Chairperson or the Vice Chairperson, and the second Authorized Signatory shall be either the Secretary or the Treasurer:

Chairperson Janine MacGregor
Vice Chairperson Vincent Uhl
Secretary Russell Lambert
Treasurer Paul Rotondi

5. This Resolution shall be effective immediately upon adoption.
6. Resolution 011-2024 *"Appointing Certifying Officer for PERS and Supervisor of the Certifying Officer"*

WHEREAS, under the procedures of the New Jersey Division of Pensions and Benefits there states a requirement to designate a Certifying Officer for PERS and a Supervisor to the Certifying Officer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority that Kathy Leary, CFO is hereby appointed as Certifying Officer for Public Employees Retirement System and Thomas F. Horn, Executive Director is hereby appointed as Supervisor to the Certifying Officer for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

7. Resolution 012-2024 *"Appointing 2023 JIF Representatives"*

WHEREAS, pursuant to New Jersey Joint Utilities Authority Law each participating Utility Authority shall appoint one Commissioner and one Safety Coordinator. In addition, each member may appoint one alternate to attend either regular or special meetings on behalf of the Utility Authority in the absence of the Joint Insurance Fund ("JIF") Commissioner and one Alternate Safety Coordinator; and

WHEREAS, the JIF Commissioner is authorized to cast one vote and endorse all necessary paperwork pertaining to the fund.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Thomas F. Horn, P.E. as the JIF Commissioner and Safety Coordinator and Melissa S. Parsons as the JIF Alternate Commissioner and Alternate Safety Coordinator for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

8. Resolution 013-2024 “*Resolution to Appoint the Personnel Officers*”

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby appoints Russell Lambert and Janine MacGregor as Personnel Officers for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

9. Resolution 014-2024 “*Authorizing Thomas F. Horn to endorse all New Jersey Department of Environmental Protection forms, NJPDES Permit, Sludge Permits, Sewer Extension Permits and all other permits*”

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority hereby authorizes Thomas F. Horn to endorse all New Jersey Department of Environmental Protection forms, NJPDES Permit, Sludge Permits, Sewer Extension Permits and all other permits for a term of one (1) year.

The Resolution shall be effective immediately upon adoption.

Appoint Professionals: Contracts awarded by “Fair & Open Process” through March 1, 2025

Mr. Horn reviewed the Bid Tabulation worksheet with the Board showing the 2023 & 2024 costs that were proposed for each professional service through February 6, 2024. Mr. Horn and Ms. Pettit reviewed all the submitted proposals prior to the meeting to check for conformance and qualifications. Mrs. MacGregor requested a motion to approve **Resolutions 015-2024 through 020-2024** as written.

MOVED: Ms. Pettit

SECOND: Mr. Rotondi

Governing Body Member	<u>Roll Call Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X
Helen Pettit	X				
Jacqueline Middleton	X				

Holly Havens

X

1. Resolution 015-2024 Authorizing Professional Service Contracts for Engineer & Special Projects Engineer

WHEREAS, the Lambertville Municipal Utilities Authority (“Authority”) is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has determined that it is necessary and advisable that it retain the services of Professional Engineers to serve as Authority Engineer & Special Projects Engineer; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, pursuant to the Fair and Open Process proposals were received on December 19, 2023, for Authority Engineer & Special Projects Engineer; and

WHEREAS, the proposals and documentation have been reviewed and Carroll Engineering of New Jersey & Van Cleef Engineering Associates, LLC have been determined to be qualified and their proposals has been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Authority’s CFO has certified that funds are available for these contracts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

1. Thomas F. Horn is hereby authorized and directed to execute an agreement with the following:
 - a. Carroll Engineering of New Jersey to serve as Engineer not to exceed a blended hourly range: \$118.00-\$165.00, a blended hourly rate of \$149.65 as specified in the proposal through March 1, 2025.
 - b. Van Cleef Engineering Associates, LLC to serve as Special Projects Engineer not to exceed a blended hourly rate range: \$121.00-\$168.00, a blended hourly rate of \$153.60 as specified in the proposal through March 1, 2025.
2. Funding for Special Projects Engineering Services shall be authorized on a project-by-project basis by Resolution of the Board of Commissioners based upon the nature and scope of the project. The contract amount shall be reflected in the Fiscal Year 2025 Budget.
3. The Authority shall publish notice of this action as required by law.
4. This Resolution shall be effective immediately upon adoption.

2. Resolution 016-2024 *“Authorizing Professional Service Contracts for Auditor and Special Projects Auditor”*

WHEREAS, the Lambertville Municipal Utilities Authority (“Authority”) is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has determined that it is necessary and advisable that it retain the services of Professional Auditors to serve as Auditor and Special Projects Auditor; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, pursuant to the Fair and Open Process proposals were received on December 19, 2023, for Auditor and Special Projects Auditor; and

WHEREAS, the proposals and documentation have been reviewed and Suplee Clooney & Company and Bowman & Company have been determined to be qualified and their proposals have been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Executive Director recommends Suplee Clooney & Company, LLP to serve as Auditor; and

WHEREAS, the Executive Director recommends Bowman & Company, LLP to serve as Special Projects Auditor; and

WHEREAS, the Authority’s CFO has certified that funds are available for these contracts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

1. Thomas F. Horn is hereby authorized and directed to execute an agreement with the following individuals for the period through March 1, 2025.
 - a. Robert J. Butvilla of Suplee, Clooney & Company, to serve as Auditor not to exceed \$150.00 blended hourly rate and a set fee of \$28,300.00 to complete the Statutory Audit as specified in the proposal.
 - b. Carol A. McAllister of Bowman & Company, LLP to serve as the Special Projects Auditor not to exceed a blended hourly rate range of \$255.00-\$300.00 as specified in the proposal.
2. The combined total amount for all Auditing services shall not exceed \$34,000 yearly as set forth in the Fiscal Year 2025 Budget.
3. The Authority shall publish notice of this action as required by law.
4. The Resolution shall be effective immediately upon adoption.

3. Resolution 017-2024 *Authorizing Professional Service Contract for Financial Advisor*

WHEREAS, the Lambertville Municipal Utilities Authority (“Authority”) is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has a need to acquire financial services; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, pursuant to the Fair and Open Process proposals were received on December 19, 2023, for Financial Advisor; and

WHEREAS, the proposals and documentation have been reviewed and Acacia Financial Group has been determined to be qualified and their proposal has been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Authority’s CFO has certified that funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

1. Thomas F. Horn is hereby authorized and directed to execute an agreement with Acacia Financial Group to serve as Financial Advisor with a blended hourly rate range of \$95.00-\$150.00, a blended hourly rate \$131.50 and a not to exceed fee of \$3,500 for NJ I-Bank loan to be issued as specified in the proposal for the period through March 1, 2025.
2. The contract amount shall be reflected in the Fiscal Year 2025 Budget.
3. The Authority shall publish notice of this action as required by law.
4. The Resolution shall be effective immediately upon adoption.

**4. Resolution 018-2024 “Authorizing Professional Service Contract for Legal/
Labor Attorney”**

WHEREAS, the Lambertville Municipal Utilities Authority (“Authority”) is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has determined that it is necessary and advisable that it retain the services of Professional Attorneys to serve as Authority Attorney & Labor Attorney; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, the Authority issued a Request for Proposals for Authority Attorney & Labor Attorney which specified that legal services must be performed by a licensed attorney with no less than 5 years of experience; and

WHEREAS, pursuant to the Fair and Open Process bids were received on December 19, 2023, for Authority Legal/ Labor Attorney; and

WHEREAS, the proposals and documentation have been reviewed and Maraziti Falcon, LLP and Hatfield Schwartz Law Group, LLC have been determined to be qualified and their proposals have been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Executive Director recommends Diane Alexander of Maraziti Falcon, LLP to serve as Authority Attorney; and

WHEREAS, the Executive Director recommends Kathryn Hatfield of Hatfield Schwartz Law Group, LLC to serve as Labor Attorney; and

WHEREAS, the Authority's CFO has certified that funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

1. Thomas F. Horn is hereby authorized and directed to execute an agreement with the following individuals for a twelve-month (12) contract period from March 1, 2024 through March 1, 2025.
 - a. Diane Alexander of Maraziti Falcon, LLP, to serve as Authority Attorney not to exceed a blended hourly rate of \$220.00 as specified in their proposal.
 - b. Kathryn Hatfield of Hatfield Schwartz Law Group, to serve as Labor Attorney not to exceed a blended hourly rate of \$213.75 as specified in their proposal.
2. The combined total amount for all Legal services shall not exceed \$10,000 yearly as set forth in the Fiscal Year 2025 Budget.
3. The Authority shall publish notice of this action as required by law.

The Resolution shall be effective immediately upon adoption.

5. Resolution 019-2024 *Authorizing Professional Service Contract for Bond Counsel*

WHEREAS, the Lambertville Municipal Utilities Authority ("Authority") is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has determined that it is necessary and advisable that it retain the services of a Professional Attorney to serve as Bond Counsel; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, pursuant to the Fair and Open Process proposals were received on December 19, 2023, for Bond Counsel; and

WHEREAS, the proposals and documentation have been reviewed and the Executive Director has reviewed the Authority's prior experience with the firms submitting proposals and McManimon, Scotland & Baumann has been determined to be qualified and their proposal has been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Authority's CFO has certified that funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

5. Thomas F. Horn is hereby authorized and directed to execute an agreement with McManimon, Scotland & Baumann to serve as Bond Counsel for the following not to exceed amounts per NJ I-Bank bond issued as specified in their proposal through March 1, 2025:
 - a. Short Term Bond Fee: \$1.00 per \$1,000.00 and Short-Term Closing Fee: \$7,500.00
 - b. Long Term Bond Fee: \$1.10 per \$1,000.00 and Long-Term Closing Fee: \$25,000.00
6. The Authority shall publish notice of this action as required by law.
7. The Resolution shall be effective immediately upon adoption.

1. Resolution 020-2024 *Authorizing Professional Service Contract for Risk Manager*

WHEREAS, the Lambertville Municipal Utilities Authority ("Authority") is authorized, pursuant to the Municipal Utilities Law, to retain services of persons who will render professional services to the Authority as it may determine necessary for its operation; and

WHEREAS, the Authority has determined that it is necessary and advisable that it retain the services of Risk Manager; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contracts themselves must be available for public inspection; and

WHEREAS, pursuant to the Fair and Open Process bids were received on December 19, 2023, for Risk Manager; and

WHEREAS, the proposal and documentation have been reviewed and the Executive Director has reviewed the Authority's prior experience with the firm submitting the proposal and CBIZ Borden Perlman has been determined to be qualified and their proposal has been determined to be the most advantageous to the Authority based upon price and other pertinent considerations; and

WHEREAS, the Authority's CFO has certified that funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lambertville Municipal Utilities Authority, as follows:

1. Thomas F. Horn is hereby authorized and directed to execute an agreement with CBIZ Borden Perlman to serve as Risk Manager, not to exceed five percent (5%) of Authority's annual assessment as stipulated by the New Jersey Municipal Utility Joint Insurance Fund and per their proposal for the period through March 1, 2025.
2. The Authority shall publish notice of this action as required by law.

3. The Resolution shall be effective immediately upon adoption.

Mrs. MacGregor announced that all reorganization business has been concluded and requested a motion to close the reorganization portion of the meeting and move on to the regular session of this meeting.

MOVED: Ms. Pettit
SECOND: Mr. Rotondi

Governing Body Member	<u>Voice Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X
Helen Pettit	X				
Jacqueline Middleton	X				
Holly Havens				X	

Correspondence.

1. CWA Union Disclaimer of Interest: In a letter dated January 12, 2024, the Communication Workers of American, AFL-CIO officially disclaimed interest and dissolved the collective negotiations agreement with the employees at the Lambertville MUA.
2. FEMA: In a letter dated January 16, 2024, FEMA approved the request for the scope of work change for N. Union P.S. Generator Rental.
3. Capacity Verification: In a letter dated January 23, 2024, the Lambertville MUA confirmed sufficient capacity at the treatment plant for the proposed addition of 200 dwelling units to be located at the Highschool Hill Development. However, there would need to be a formal developer's agreement in place that would include a capacity study of the collections system servicing the proposed development.

Chairperson's Report.

1. Mrs. MacGregor took a moment to welcome Mayor Nowick to the meeting and turn the meeting over to him to see if he has anything to add. Mayor Nowick thanked all the Board members for their dedication and hard work. Then he discussed the City's ongoing feasibility study for a storm water utility. They are still in the early stages of data collection and public education and could not yet discuss the implementation of the utility should it move forward. He explained that the goal of the study is to collect enough information to introduce an ordinance in June, with a second reading in July that would approve a question on the referendum in November that would ask if the public would support a storm water utility. The Mayor took a moment to discuss the rough draft of a proposed fee structure determined by unit and impervious space. He explained that there are a number of municipalities conducting similar studies currently. He expects that the whole process will take approximately two years to complete.

Executive Directors Report-Thomas Horn.

- 1. Operations Report:** Mr. Horn reported that staff completed the primary tank upgrades and the biannual tank cleaning continued.

Staff worked on normal operation and maintenance of stations.

There were no calls concerning odor issues this past month.

The Personnel Manual has been reviewed alongside the Union agreement for any recommended changes needed to the Personnel Manual. Mr. Horn will send out the redlined version of the manual for the Board to review and discuss at the March 5th meeting.

Suplee Clooney is working on the annual audit of fiscal year 2023.

The backflow permit was renewed as required annually.

The Capital Budget will be sent in time to review before the March meeting.

- 2. Memo: N. Union Pump Station Replacement:** Mr. Horn updated the Board on the ongoing project status.

Green Acres has given their approval for the temporary use agreement of the Cherry Street Park. The next step is for the Board and the City to formally accept the agreement and submit the final document to NJ DEP.

FEMA is still in the process of reviewing the submitted application for the construction cost increases. Mr. Horn requested that the Board authorize him to advertise for bids subject to FEMA's approval. Ms. Alexander recommends the Board hold off on advertising until after approval is received and the Planning Board has reviewed the proposed plans. It is much easier to address any changes prior to advertising. Both the Planning Board meeting and the information session for the neighborhood are planned to be scheduled in March.

There was a discussion on alternative parking along the street side of the park and pump station during the construction period. Mayor Nowick assured the Board that the City will offer assistance with alternative parking options for businesses and residents.

Ms. Pettit requested that Mr. Horn take a look at the aesthetics of the new pump station as it will be important to the neighborhood. Mayor Nowick suggested an architect he knew that may be willing to take a look at the designs and give some recommendations on the look of the pump station.

The Board would like to get construction notices sent out to the public prior to the Planning Board meeting and information session.

- 3. Feasibility Studies of Capital Projects Update:** Carroll Engineering

Mr. Horn expects to have the final feasibility studies for Swan and Coryell Street pumping stations by the March meeting for the Board to review.

CDM Smith has finished their review of the TV inspection and Mr. Horn expects to have a report shortly that maps out the pipe conditions.

The Lambertville MUA's financial planning document will be updated to reflect the proposed capital projects.

CHAMP "Community Hazard Assistance Mitigation Program" & STORM "Safeguarding Tomorrow Through Ongoing Risk Mitigation" Mr. Horn has scheduled a meeting with our State FEMA representative at NJ OEM this month to find out more information for a couple of new local resiliency assistance programs.

NJ Future: Mr. Horn met with members of NJ Future and EPIC "Environmental Policy Innovation Center", a collaborator with NJ Future who have offered to prepare Environmental Planning Documents, assist with application to the NJ I-Bank, review rate model and plans required for capital projects at no cost to the LMUA.

4. **295 N. Main Steet, Village Apartments Delinquent 2022-2023 Sewer & 2022 Tax Sale:** Notice of the conditional sewer suspension was sent via certified letter and email to AWS Property Management on January 4th. Payment from the lien redemption was received and posted on January 22nd. A follow up email was sent January 29th and to date no response has been received. Mayor Nowick notified the Authority that the City has condemned the property and for two years they have been communicating with the contract purchaser on proposed redevelopment of the property. Ms. Alexander recommended the LMUA bill for debt service as we are holding service capacity. The issue of plugging the lateral servicing the property to prevent debris and infiltration into the sewer system was discussed. Ms. Alexander's opinion is that the Authority has every right and should just notify the owner in writing. She would just recommend that Mr. Horn do some due diligence and have the nearest manhole investigated for debris and infiltration as well as find out if the water company shut off or capped the water service to the property. Mr. Horn will touch base with Ms. Alexander before deciding on how to proceed.
5. ***Resolution 021-2024 to Authorize Approval of Temporary Use Agreement with the City of Lambertville to Facilitate Construction of the North Union Pumping Station***

WHEREAS, the Lambertville Municipal Utilities Authority ("LMUA") owns and operates a wastewater collection and treatment system; and

WHEREAS, the LMUA's North Union pumping station (NUPS) was severely damaged during Tropical Storm Ida (TS Ida); and

WHEREAS, the LMUA proposes to replace the North Union Pumping Station including the building, meter vault, bypass manhole, sidewalks within the fence line, fence, piping as shown on the plans, and overhead electric and telephone line. The work will include the construction of a new control building, raised platform for the control building and emergency generator, new wet well, new meter vault, piping as shown on the plans, new underground electric and telephone lines, temporary bypass pumping system, and restoration of the site located on LMUA property (the "Project") but will require, inter alia, a temporary construction area consisting of a 25' wide temporary construction easement of North Union Street Park as depicted in the attached drawing prepared by Carroll Engineering ("Temporary Construction Area"); and

WHEREAS, North Union Street Park is encumbered as unfunded parkland by the New Jersey Department of Environmental Protection (“NJDEP”) Green Acres Program in 2011 and was included in the ROSI in 2014; and

WHEREAS, LMUA’s existing sewer pump station, installed in 1954, and other infrastructure installed thereafter, including underground utilities for water, electric and gas service for its generator pre-existed the Green Acres Program encumbrance on North Union Street Park; and

WHEREAS, any use of parkland for sewerage system improvements is subject to Green Acres regulations governing the non-recreation/conservation use of parkland under *N.J.A.C. 7:36-25.14*.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Lambertville Municipal Utilities Authority at the meeting of February 6, 2024, as follows:

1. The Temporary Use Agreement, attached herewith, is hereby approved subject to the approval of the City of Lambertville.
2. The Chairperson is hereby authorized and directed to execute any and all documents and to take any and all actions necessary to implement this resolution.
3. The Resolution shall be effective immediately upon adoption.

Moved: Mr. Rotondi
Seconded: Mr. Uhl

Governing Body Member	<u>Roll Call Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X
Helen Pettit	X				
Jacqueline Middleton	X				
Holly Havens				X	
6. Resolution 022-2024 to <i>Authorize the Execution of a Letter of Intent with the Environmental Policy Innovation Center for Assistance with Capital Projects Funding</i>					

WHEREAS, the Lambertville Municipal Utilities Authority (“LMUA”) owns and operates a wastewater collection and treatment system; and

WHEREAS, the LMUA has developed an Asset Management Plan (AMP) to be used for the planning of capital improvements and replacement of the Facilities throughout the LMUA’s system; and

WHEREAS, the Executive Director has been in contact with New Jersey Future (NJ Future) which has a grant program in collaboration with the Environmental Policy Innovation Center (EPIC) that provides technical assistance with funding of capital projects at no cost to the LMUA; and

WHEREAS, NJ Future and EPIC require the execution of a Letter of Intent (LOI), attached hereto and made a part hereof, to memorialize the agreement between the parties and authorize EPIC to explore, on behalf of the LMUA, technical assistance opportunities related to capital project to be undertaken by the LMUA. EPIC services will include identifying programs offering financial assistance. EPIC will conduct a Gap analysis of the technical, managerial, and financial capacity of the LMUA and prepare a Technical Assistance Work Plan outlining the steps to be taken to develop a funding eligible project application; and

WHEREAS, the Executive Director has recommended that LMUA's Board of Commissioners authorize EPIC to assist the LMUA to identify financial assistance offers associated with LMUA's future capital projects and requests that the LMUA's Board of Commissions approve the execution of the attached LOI; and

WHEREAS, the LMUA has determined that the Executive Director's recommendation is merited and agrees with the recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Lambertville Municipal Utilities Authority at the meeting of February 6, 2024, as follows:

1. The Letter of Intent between Environmental Policy Innovation Center (EPIC) and the Lambertville Municipal Utilities Authority attached herewith is approved.
2. The Executive Director is hereby authorized and directed to execute the attached Letter of Intent with the Environmental Policy Innovation Center (EPIC) and shall be assigned to represent the LMUA to facilitate the Funding Navigator work.
3. The Resolution shall be effective immediately upon adoption.

Moved: Ms. Middleton

Second: Mr. Rotondi

Governing Body Member	<u>Roll Call Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			
Janine MacGregor	X				
Vincent Uhl	X				
Paul Rotondi	X				
Russell Lambert					X
Helen Pettit					
Jacqueline Middleton	X				
Holly Havens				X	

Chief Financial Officer's Report.

Mr. Rotondi made a motion to approve the bill list for January when funds become available. Mr. Uhl seconded the motion. An affirmative roll call was taken in favor of the motion by all members present. MOTION CARRIED

Governing Body Member	<u>Recorded Vote:</u>		Abstain	Not Voting	Not Present
	Aye	Nay			

	Janine MacGregor	X	
	Vincent Uhl	X	
Attorney	Paul Rotondi	X	Report.
	Russell Lambert		
Ms.	Helen Pettit	X	X
	Jacqueline Middleton	X	
	Holly Havens		X

Alexander has put before the Board a resolution indemnifying the Board members and employees against individual personal claims. This would be something the Board would renew every year that would set the policy to cover members and employees who have acted within the allowed duties of the LMUA. Seeing no questions or concerns, Mrs. MacGregor requested a motion to approve Resolution 023-2024 to authorize the indemnification of the members and employees of the LMUA.

1. Resolution 023-2024 to Authorize the Defense and indemnification of the Members and Employees of the Lambertville Municipal Utilities Authority

WHEREAS, there exists a need to protect the past and present members and employees of the Lambertville Municipal Utilities Authority ("LMUA") from the monetary costs of fines, penalties, damages, settlements, costs and legal fees associated with the defense of any civil or criminal actions which may be brought from this day forward against the LMUA, or any such members or employees, as the result of any action(s) or omission(s) relating to the duties of such member or employee to the LMUA; and

WHEREAS, the LMUA desires to provide such protection for its past and present members and employees from the financial consequences of any such civil or criminal action to the extent permitted by law and, therefore, provided that such alleged action or omission does not constitute actual fraud, actual malice, willful misconduct or an intentional wrong in the judgment of the LMUA;

NOW, THEREFORE, BE IT RESOLVED by the Lambertville Municipal Utilities Authority in the County of Hunterdon in the State of New Jersey on this 6th day of February 2024 as follows:

1. The LMUA shall, to the extent permitted by law, provide a defense and indemnification to the past and present members and employees of the LMUA and, therefore, shall pay or otherwise reimburse the past and present members and employees of the LMUA for all fines, penalties, damages, costs and legal fees associated with any civil or criminal action which may be brought after the adoption of this Resolution against such members or employee based upon an act or omission of that member or employee arising out of and directly relating to the lawful exercise of his or her official duties or under color of his or her authority.
2. In any case where the LMUA provides a defense to a member or employee, it is authorized and directed to make direct payments to counsel or reimburse the member or employee for the costs associated with his or her defense upon the approval by the LMUA of proper vouchers submitted therefore, but in no case shall the LMUA be authorized to pay or reimburse for legal fees and expenses exceeding those customarily charged for legal services in the defense of such actions.
3. For the purposes of this Resolution, the term "member" shall include any and all persons appointed by the governing bodies of the constituent municipalities pursuant to N.J.S.A. 40:14A-4.

4. Any person seeking the provision of a defense and indemnification under the policy enunciated in this Resolution shall give prompt notice to the LMUA of the pendency of any such civil or criminal action for which payment or reimbursement is sought, at which time the LMUA shall by Resolution implement the provisions set forth herein.
5. It is within the sole discretion of the LMUA, in any action where the provision of such a defense and indemnification is sought by a member or employee, to:
 - a. Provide a defense by an attorney chosen by the LMUA;
 - b. Provide a defense by an attorney of the member or employee's choosing; or
 - c. Assert the LMUA's right under any appropriate insurance policy which requires the insurer to defend and indemnify.
6. Notwithstanding the foregoing, the LMUA may refuse to provide for the defense or to indemnify any past or present member or employee of the LMUA in any action referred to above or recover any amounts paid on behalf of such member or employee for such defense if in its sole discretion it has reason to conclude that the act or omission was:
 - a. Not within the scope of such member or employee duties or was carried out in an individual capacity;
 - b. The subject matter of any action brought by the LMUA against the member or employee;
 - c. A violation of the Local Government Ethics Law (P. L. 1991, c. 29); or
 - d. Due to actual fraud, actual malice, willful misconduct or an intentional wrong.
7. Nothing in this Resolution shall require the LMUA to pay for punitive or exemplary damages resulting from the commission of a crime, actual fraud, actual malice, willful misconduct or an intentional wrong. However, the LMUA may indemnify an official or employee for punitive or exemplary damages provided the Board determines the acts complained of did not constitute a crime, actual fraud, actual malice, willful misconduct or an intentional wrong. Such a determination shall be made by Resolution of the Board.
8. In the event a contested matter, to which this Resolution is applicable, is resolved by way of settlement, the LMUA may take into account the facts, circumstances, and allegations which led to the settlement in its determination of whether it may, subject only to the provisions of paragraph 6, indemnify such past and/or present member(s) and/or employee(s) against whom such settled claims had been made.
9. It is the intention of this Resolution to set forth the policy of the LMUA with respect to the defense and indemnification of persons associated with the LMUA in the management of its affairs and business to the maximum extent permitted by law, and if any provision hereof or the application hereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Resolution and to this end the provisions hereof are declared to be severable.
10. The policy set forth in this Resolution is prospective and shall take effect immediately but shall automatically expire unless re-authorized at each annual reorganization meeting of the Authority.
11. This Resolution shall take effect as provided by law.

Motion: Mr. Uhl
Second: Mr. Rotondi

	Governing Body Member	<u>Recorded Vote:</u>		Abstain	Not Voting	Not Present
		Aye	Nay			
Public	Janine MacGregor	X				
	Vincent Uhl	X				
	Paul Rotondi	X				
	Russell Lambert					X
	Helen Pettit	X				
	Jacqueline Middleton	X				
	Holly Havens				X	
Comment.						

At this time Ms. Parsons confirmed that there were no members of the public in attendance.

Adjournment.

The meeting adjourned at 7:28 p.m. with a motion made by Mrs. MacGregor seconded by Ms. Middleton and followed by a unanimous voice vote taken in favor of the motion by all members present. MOTION CARRIED.

Respectfully submitted,
Melissa S. Parsons

Melissa S. Parsons, Administrative Assistant

Approved at the regularly scheduled Lambertville MUA Board meeting held on March 5, 2024.

ATTACHMENT A.

**GREEN ACRES TEMPORARY CONSTRUCTION AGREEMENT FOR
THE LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY**

This Temporary Construction Agreement (“Agreement”) is made as of this ___ day of _____, 2023 by and between **THE CITY OF LAMBERTVILLE**, having its offices at 18 York Street, Lambertville New Jersey 08530 (the “City”); and **THE LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY**, having its offices at 3 Bridge Street, Lambertville, New Jersey 08530 (“LMUA”). The City and LMUA are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, the City is the owner of certain real property located at Block 1004, Lot 1.01 on the City tax map known as North Union Street Park; and

WHEREAS, the LMUA’s sewer pumping station located on its property at North Union Street was severely damaged during Hurricane Ida in 2021; and

WHEREAS, the LMUA proposes to replace the North Union Pumping Station including the building, meter vault, bypass manhole, sidewalks within the fence line, fence, piping as shown on the plans, and overhead electric and telephone line. The work will include the construction of a new control building, raised platform for the control building and emergency generator, new wet well, new meter vault, piping as shown on the plans, new underground electric and telephone lines, temporary bypass pumping system, and restoration of the site located on LMUA property (the “Project”) but will require, inter alia, a temporary construction area consisting of a 25’ wide temporary construction easement of North Union Street Park as depicted in the attached drawing prepared by Carroll Engineering (“Temporary Construction Area”); and

WHEREAS, North Union Street Park is encumbered as unfunded parkland by the New Jersey Department of Environmental Protection (“NJDEP”) Green Acres Program in 2011 and was included in the ROSI in 2014; and

WHEREAS, LMUA’s existing sewer pump station, installed in 1954, and other infrastructure installed thereafter, including underground utilities for water, electric and gas service for its generator pre-existed the Green Acres Program encumbrance on North Union Street Park; and

WHEREAS, any use of parkland for sewerage system improvements is subject to Green Acres regulations governing the non-recreation/conservation use of parkland under *N.J.A.C. 7:36-25.14*.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree each with the other as follows:

ATTACHMENT A.

SECTION 1

BASIC PROVISIONS

1.1 Agreement. Notwithstanding anything to the contrary contained herein, the rights of the Parties are subject to and shall be exercised in accordance with the New Jersey Green Acres Land Acquisition and Recreation Opportunities Act, N.J.S.A. 13:8A-35 et seq. and the Green Acres regulations promulgated thereunder, N.J.A.C. 7:36-26.1 et seq.

1.2 Public Benefit. This Agreement provides for the temporary construction use necessary for the construction of sewerage infrastructure by LMUA, organized pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. The Project provides a sufficient public benefit in accordance with N.J.A.C. 7:36-25.14(f)(1) in that the Legislature “declared to be in the public interest and to be the policy of the State to foster and promote by all reasonable means the relief of water in or bordering the State from pollution and thus to reduce and ultimately abate the menace to the public health resulting from such pollution” and thereby authorizing sewerage authorities such as LMUA “to acquire, construct, maintain, operate or improve works for the collection, treatment, purification or disposal of sewage or other wastes” N.J.S.A. 40:14B-2.

1.3 Term. The temporary construction use shall commence upon the staging of equipment in the Temporary Construction Area of material necessary for the Project after the LMUA’s issuance of a notice to proceed with the commencement of construction to the general contractor awarded the construction contract and to be procured by LMUA in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and shall remain in effect for a period of two (2) years from that date. The term of the Agreement may be extended for an additional six (6) months upon a showing of good cause and approval from NJDEP pursuant to N.J.A.C. 7:36-25.14(b)(2)(i), and the City. In the event that the temporary construction use is still needed at the conclusion of the aforementioned Term for the construction of the Project, the City shall apply for approval from NJDEP and the State House Commission for a Green Acres diversion of the Temporary Construction Area as the applicant in accordance with N.J.A.C. 7:36-26.1 et seq.; said application, consisting of the pre-application and final application, to be prepared by LMUA at LMUA’s sole cost and expense.

In the event that it becomes necessary to install fencing around the Temporary Construction Area for public safety, including a portion of an existing sidewalk, a replacement temporary walkway shall be installed at LMUA’s cost in North Union Street Park to the satisfaction of the City for pedestrian use during the time that the Temporary Construction Area is fenced off from public use and being utilized for the Project. At such time that the Temporary Construction Area is no longer needed for the Project, any fencing of the Temporary Construction Area shall be removed, the temporary walkway shall be removed and any damage to the existing concrete sidewalk caused by LMUA’s construction activity shall be repaired at LMUA’s cost. Notwithstanding the term of this Agreement and anything set forth in this Agreement to the contrary, LMUA shall make every reasonable effort to have its contractor complete the work for the Project in a timely manner and without delay in restoring the Temporary Construction Area of North Union Street Park and reopening the Temporary Construction Area, or any portion of it, as soon as practical.

ATTACHMENT A.

1.4 Restoration of Temporary Construction Area. Prior to conclusion of the Term of this Agreement and any extended term(s), LMUA shall be responsible for the Temporary Construction Area to be restored to the same condition that existed at the commencement of the Term of this Agreement at LMUA's sole cost and expense. Additionally, the Flowering Dogwood (*Cornus florida*) will be removed and replaced with a Flowering Dogwood (*Cornus florida*). The Scarlet Oak (*Quercus coccinea*) will not be removed and the LMUA will provide protection to the Scarlet Oak as per request of the City's Parks and Recreation. The Scarlet Oak will be monitored by the City for the first year after construction and if the health of the tree is impacted by construction for a period of one year, it will be replaced in-kind with a two year warranty at LMUA's expense. Any lawn that is damaged by will be reseeded by LMUA with a low-grow fescue-micro clover mix. The LMUA will fund the removal and replacement of the bike station located on the existing sidewalk through the park, if required. In accordance with N.J.A.C. 7:36-25.14(b)(8) NJDEP may require, if applicable, a restoration plan to be approved by NJDEP for the restoration of the Temporary Construction Area to the condition that existed at the commencement of the Term of this Agreement. LMUA shall coordinate with NJDEP, Green Acres Program Bureau of Legal Services and Stewardship for a determination of whether a restoration plan is required, and if so, approval of such restoration plan from NJDEP for the Temporary Construction Area shall be obtained by LMUA.

SECTION 2

**NJDEP LMUA AND CITY OF LAMBERTVILLE NAMED
AS ADDITIONAL INSURED**

2.1 Additional Insureds. LMUA agrees that all policies of insurance required from LMUA's Contractor herein shall name the Contractor as the insured and shall include the NJDEP, LMUA and the City as additional insureds. The proceeds of any loss payable due to damage or destruction of the Norh Union Street Park facilities or Project improvements (regardless of to whom paid) shall be applied to the reconstruction, replacement and repair of the damaged park facilities and Project improvements.

SECTION 3

SUCCESSORS AND ASSIGNS

3.1. Successors and Assigns. The Parties agree that it shall not assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 4

MISCELLANEOUS

ATTACHMENT A.

4.1 Partial Invalidity. If any Agreement provision is invalid or unenforceable to any extent, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

4.2 Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

4.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles.

4.4 Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

4.5 Authority of Parties. Each party warrants that it is authorized to enter into the Agreement, that the person signing on its behalf is duly authorized to execute the Agreement, and that no other signatures are necessary.

4.6 Entire Agreement. This Agreement contain the entire agreement between the Parties about the North Union Street Park. The Parties have reviewed the entirety of the Agreement contained herein and by execution approves the same. This Agreement shall be modified only by in writing, signed and duly authorized by both Parties and approved by the NJDEP.

4.7 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. Execution and delivery of this Agreement by exchange of PDF or facsimile copies bearing the signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF or facsimile copies shall constitute enforceable original documents. The execution and delivery of this Agreement may be conducted by electronic means in accordance with the Uniform Electronic Transmissions Act, N.J.S.A. 12A:12-1.

THIS SPACE INTENTIONALLY LEFT BLANK

[SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

ATTACHMENT A.

ATTEST: CITY OF LAMBERTVILLE

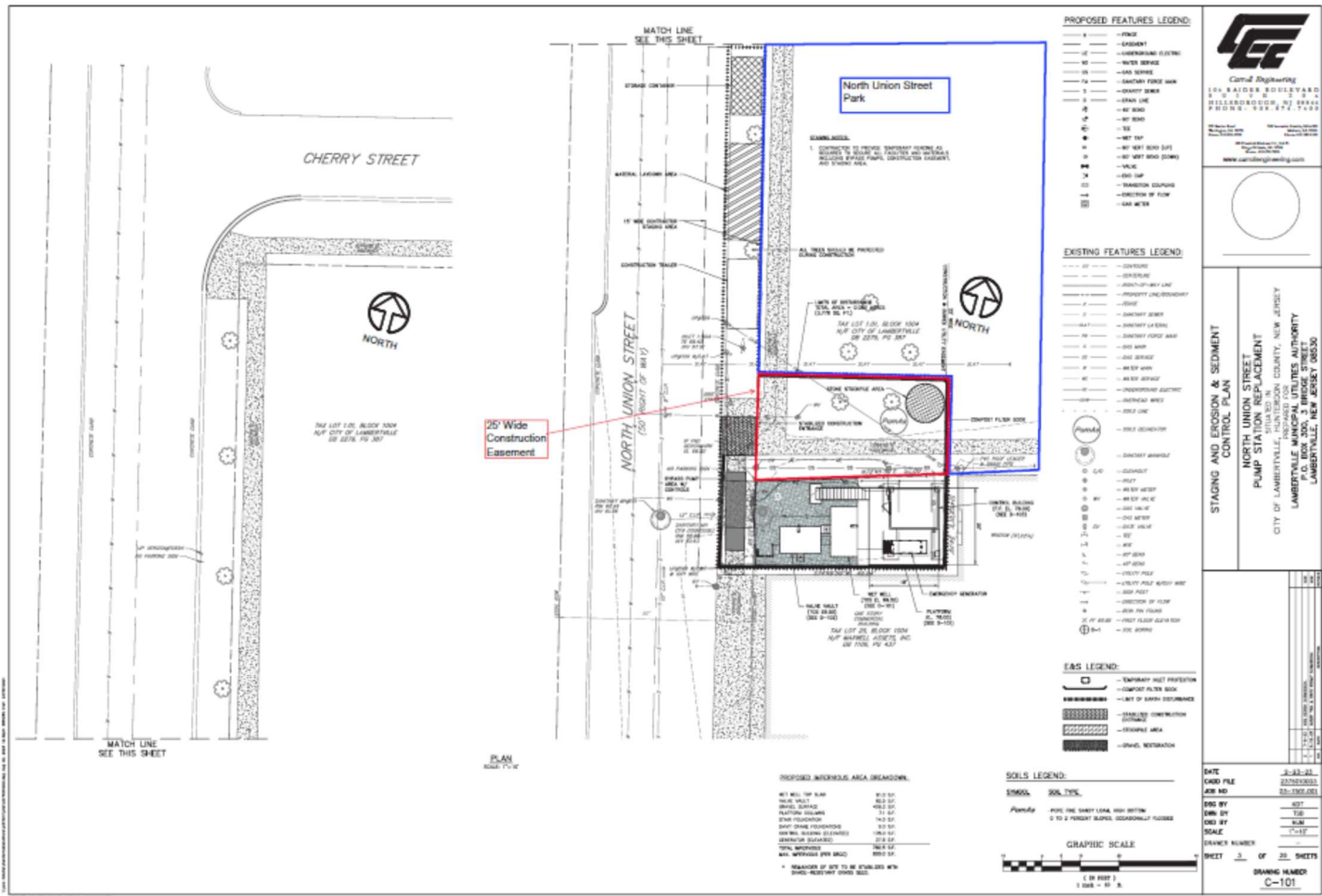
_____	By: _____
Cynthia L. Ege, CMR, RMC	Andrew J. Nowick
City Clerk Mayor	

ATTEST: LAMBERTVILLE MUNICIPAL
UTILITIES AUTHORITY

_____	By: _____
Thomas F. Horn, P.E.	Janine Macgregor
Executive Director	Board Chairperson

ATTACHMENT A.

[CARROLL ENGINEERING DRAWING C-101, SHEET 3 OF 26, DATED 2/23/23 EXHIBIT TO BE ATTACHED]



ATTACHMENT B.



LETTER OF INTENT

FUNDING NAVIGATOR TECHNICAL ASSISTANCE

THIS IS AN AGREEMENT, effective as of _____ ("Effective Date") between Lambertville Municipal Utilities Authority ("Owner") and the Environmental Policy Innovation Center (EPIC), a nonprofit organization headquartered in College Park, Maryland. Owner requests services provided by EPIC regarding technical assistance for the following scope of work ("Project"). The Project is defined as the following:

On behalf of the Lambertville Municipal Utilities Authority and in support of the ongoing efforts to facilitate an application for future capital investment, EPIC will provide funding and management associated with environmental permitting and review related to the wastewater treatment plant, collection system and associated pump stations. EPIC will identify and contract with consulting firms to execute this work under the guidance of the LMUA staff and ensure deliverables meet specifications sufficient for New Jersey Infrastructure Bank funding applications.

To maximize the benefits of services provided to all recipients of Funding Navigator assistance, EPIC is requesting this Letter of Intent be signed by an Owner representative. The Funding Navigator Director will countersign on behalf of EPIC. By signing this Letter of Intent, EPIC staff will begin the process of providing technical assistance services in line with the following programmatic description.

Funding Navigator Program

The goal of the Funding Navigator Program is to ensure overburdened communities benefit from government investments in climate-resilient and financially sustainable drinking water, wastewater, and stormwater infrastructure. A diverse team of professionals will assist the Owner to map out current infrastructure conditions, create a strategy to access funds, and provide technical assistance to facilitate project development. The Funding Navigator aims to make sure that the Project reflects Owner priorities, has robust community engagement in planning and design, and is resilient and sustainable in ongoing operation.

The Funding Navigator team will work with the Owner to develop a solution and apply to programs to access funds for construction or implementation. The first step in this process upon signing of this Letter of Intent will be a Gap Analysis, as seen in the following Funding Navigator Project Process diagram. This process is outlined briefly in the following graphic:

ATTACHMENT B.

Funding Navigator Project Process



Gap Analysis and Technical Assistance Work Plan

EPIC will assign a Funding Navigator Manager to facilitate the following activities during the course of a Gap Analysis and creating a Technical Assistance Work Plan.

- Collect background material related to the technical, managerial, and financial operation of the Owner as it pertains to the Project scope. This will include background documents, reports, and relevant compliance and permitting information in order to best align the proposed solution with existing long-term plans and priorities.
- Facilitate meetings with local leaders, community-based organizations, and residents to understand the perspective and experiences of residents that use and are impacted by the

ATTACHMENT B.

existing infrastructure. This may include convening these groups to better understand individual needs with regards to service provision, public engagement and transparency, household financial capacity, or receiving feedback on potential alternatives.

- Prioritize needs based on the information gathered from the Owner, stakeholders, and community. The Funding Navigator will identify key studies, information, reporting, or analysis needed for the proposed solution to be eligible for a public funding mechanism.
- EPIC staff will provide a prioritized recommendation of agencies and organizations best positioned to fund the Owner's Project and identify the relevant timelines and milestones to submit a complete funding application.
- The Technical Assistance Work Plan will include a summary of findings from the Gap Analysis, as well as funding contributions from EPIC towards implementing the identified activities. This may include contractors, consultants, and other technical assistance providers that would be recommended during the process of implementation.

Work conducted in creating the Gap Analysis and Technical Assistance Work Plan will be done with the full knowledge and permission of the Owner prior to beginning. To conduct this work, EPIC may include expertise from other regional or national organizations, nonprofits, or consultants to analyze areas where further information or study is warranted.

Program Requirements

To facilitate the best potential outcome of the Funding Navigator work, EPIC requests the following verification from the Owner in this partnership:

- The signatory to this letter is authorized to enter into this agreement on behalf of the Owner.
- While complementary parallel work is encouraged, the Owner does not currently have a contract or agreement with another entity to provide the services outlined in this letter.
- A single point of contact will be assigned to represent the Owner to facilitate the Funding Navigator work.
- The Owner will make the best possible effort to coordinate background information gathering and document retrieval and facilitate in-person meetings and introductions to relevant stakeholder groups.
- EPIC staff are authorized to communicate on behalf of the Owner with all relevant regulatory, municipal, and community-based organizations regarding the Project. In doing so, EPIC staff will share only the relevant and necessary details regarding the scope of work that is necessary in creating a Technical Assistance Work Plan.
- At the discretion of the Owner, materials produced under this program may be made available to both stakeholders and the public to facilitate a transparent and robust engagement and planning process.
- For purposes of external communication and reporting, the Owner authorizes the use of photos, videos, case studies, and media of staff, facilities, and operations related to the

ATTACHMENT B.

- Project, to the extent that such products are not in violation of safety, security, or personal privacy of the subjects.

Agreement to Enter into the Program

The Parties agree to enter into the Funding Navigator program as outlined in this Letter of Intent. This Agreement can be terminated at any time by the Owner with written notice, and upon 30 day written notice by EPIC. The parties hereby agree as follows:

Purpose. The Purpose of the Funding Navigator program is to explore technical assistance opportunities related to the Project. Nothing in this agreement shall obligate the parties to enter into any definitive agreement or consummate any business relationship relating to the Purpose.

Term. This Agreement shall become effective on the date first written above ("Effective Date") and will terminate one year from the Effective Date or such other date as the parties agree to in writing. All obligations and rights of the parties under this agreement will remain in effect following the termination of this agreement.

Ownership. Each party shall retain ownership of its Proprietary Information (including derivatives and any materials containing such information and all related intellectual property rights). No rights in any intellectual property are licensed or otherwise transferred by Discloser to Recipient under this Agreement.

Confidentiality Obligations. Recipient will, and will cause its Representatives to, maintain the secrecy and strict confidentiality of all Proprietary Information of Discloser; use Proprietary Information only for the Purpose; not disclose Proprietary Information to any other person or entity, other than its Representatives on a need-to-know basis, without prior written authorization from Discloser; not attempt to alter, deconstruct, disassemble or reverse engineer any item or material containing Proprietary Information; and not remove a designation of confidentiality from any item or material containing Proprietary Information. Recipient will use measures to protect the secrecy and confidentiality of Proprietary Information that are no less than reasonable under the circumstances. No disclosure under this Agreement will be considered an offer to sell or a public disclosure; all U.S. and foreign patent rights of each Party are expressly preserved. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, each of whom have been or shall be informed of Recipient's and their obligations under this Agreement. Both Parties acknowledge that documents maintained by the owner or shared by the owner with EPIC are public documents and subject to the Freedom of Information Act ("FOIA") to the extent those documents are not subject to an exemption found in the FOIA. In addition, both Parties agree that all communications sent by and received by the Owner are subject to disclosure under the FOIA to extent those documents are not subject to an exemption found in the FOIA

ATTACHMENT B.

No Agency. Nothing herein shall be deemed to constitute EPIC as the agent or representative of the Owner or the parties as joint venturers or partners for any purpose. No party shall be responsible for the acts or omissions of the other party, and no party will have authority to speak for, represent or obligate the other party in any way without prior written authority from such other party.

Conflicts of Interest. Conflicts of interest arise from personal relationships or from a financial interest. Conflicts can arise either directly or indirectly. A direct conflict can arise where the Owner has a personal or financial interest in any matter involving EPIC or an associated contractor, or has a financial or agency relationship (i.e., is a director, officer, manager, partner, associate, trustee or has a similar agency relationship) with an entity involved in a transaction or other business with the Owner. An indirect conflict can arise where someone related to the Owner by business affiliation, or a family member of the Owner has dealings with agencies, contractors, consultants, or other for-hire services involved with the proposed Project.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES

_____ Date: _____

By: Thomas F. Horn, Executive Director

(Authorized Representative)

_____ Date: _____

By: Denise Schmidt, (EPIC) - Funding Navigator Director