



LCA Main Office:
1053 Spruce Road
Wescosville, PA 18106
610-398-2503

Agendas & Minutes Posted:
www.lehighcountyauthority.org

LEHIGH COUNTY AUTHORITY

Published: June 5, 2023

BOARD MEETING AGENDA – June 12, 2023 – 12:00 p.m.

In-Person or Virtual Meeting Attendance Options Available: Meetings of the LCA Board of Directors will be held at LCA's Main Office as well as online using the Zoom Meetings application, which includes a telephone option. Public participation is welcomed both in-person or virtually. Instructions for joining the meeting online or by phone are posted on the LCA website in the morning on the day of the meeting, prior to the start of each meeting. You may also issue comment to LCA via email to LCABoard@lehighcountyauthority.org in advance of any meeting or view the meeting at a later time by visiting the LCA website. Please visit <https://www.lehighcountyauthority.org/about/lca-board-meeting-videos/> for specific instructions to join the meeting if you are attending virtually. If attending in-person at LCA's Main Office, please follow all safety and sanitation protocols posted.

1. Call to Order

- NOTICE OF MEETING RECORDINGS

Meetings of Lehigh County Authority's Board of Directors that are held at LCA's Main Office at 1053 Spruce Road, Wescosville, PA, may be recorded for viewing online at lehighcountauthority.org. Recordings of LCA meetings are for public convenience and internal use only and are not considered as minutes for the meeting being recorded, nor are they part of public record. Recordings may be retained or destroyed at LCA's discretion.

- *Public Participation Sign-In Request*

2. Review of Agenda / Executive Sessions

- Additions to Agenda (vote required if action will be taken)

3. Approval of Minutes

- *May 22, 2023 Board meeting minutes*

4. Public Comments

5. Action / Discussion Items:

FINANCE AND ADMINISTRATION

WATER

- *LCA-Lowhill Township Water Services Agreement, First Addendum – Recission of LCA Board Approval (Approval) (yellow) (digital Board packet, page 5)*

WASTEWATER

- *North Whitehall township Act 537 Plan: Cost-Sharing Agreement (Approval) (blue) (digital Board packet, pages 6-16)*

6. Monthly Project Updates / Information Items (1st Board meeting per month) (digital Board packet, pages 17-23) – **June 2023 report attached**

7. Monthly Financial Review (2nd Board meeting per month)

8. Monthly System Operations Overview (2nd Board meeting per month)

9. Staff Comments

10. Solicitor's Comments
11. Public Comments / Other Comments
12. Board Member Comments
13. Executive Sessions
14. Adjournment

UPCOMING BOARD MEETINGS		
June 26, 2023	July 10, 2023	July 24, 2023

PUBLIC PARTICIPATION POLICY

In accordance with Authority policy, members of the public shall record their name, address, and discussion item on the sign-in sheet at the start of each meeting; this information shall also be stated when addressing the meeting. During the Public Comment portions of the meeting, members of the public will be allowed 5 minutes to make comments/ask questions regarding non-agenda items, but time may be extended at the discretion of the Chair; comments/questions regarding agenda items may be addressed after the presentation of the agenda item. Members of the public may not request that specific items or language be included in the meeting minutes.

REGULAR MEETING MINUTES

May 22, 2023

The Regular Meeting of the Lehigh County Authority Board of Directors was called to order at 12:00 p.m. on Monday, May 22, 2023, Chairman Brian Nagle presiding. The meeting was hybrid via in-person and video and audio advanced communication technology (“ACT”), using the Zoom internet application, including telephone option. Each Board member and other attendees of the meeting were able to hear each other attendee and be heard by each other attendee. The public could also participate in the meeting in-person or via ACT, using the Zoom internet application, including telephone option. A Roll Call of Board members present was taken. Brian Nagle, Amir Famili, Ted Lyons, Linda Rosenfeld, Norma Cusick, Jeff Morgan, Sean Ziller, and Marc Grammes were present for Roll Call, and remained for the duration of the meeting. Kevin Baker entered the meeting at 1:10 p.m.

Solicitor Michael Gaul of KingSpry was present along with Authority Staff, Liesel Gross, Ed Klein, Chris Moughan, Albert Capuzzi, Phil DePoe, Chuck Volk, Susan Sampson, Amy Kunkel, and Lisa Miller.

Chairman Nagle announced that the Board received their electronic and hard copies of the Board packet in advance and asked if anyone did not receive their copy of the packet. A copy of the packet is also available online.

REVIEW OF AGENDA

Liesel Gross announced that there are no changes or additions to the agenda; however, there will be an Executive Session at the close of the regular meeting to discuss a personnel matter.

APPROVAL OF MINUTES

May 8, 2023 Meeting Minutes

On a motion by Linda Rosenfeld, seconded Sean Ziller, the Board approved the minutes of the May 8, 2023, Board meeting as written (8-0).

PUBLIC COMMENTS

None.

Central Lehigh and North Whitehall Systems – Water Supply Study

Phil DePoe introduced Mike Brown and Erin Laux of Gannett Fleming, who were present to provide a presentation on the preliminary results of the Central Lehigh Division (CLD) and North Whitehall Division (NWD) water supply study. The purpose of the study is to review existing and future needs for water supply within the CLD and NWD and provide a preliminary review of potential solutions. The study also reviewed system risks and vulnerabilities and developed alternatives to address the risks. There was some Board discussion on future projections for water usage, which will be highly dependent on industrial growth in the service area.

The supply capacity assessment shows that current water supply is adequate for current and future customer needs, but emergency supply sources may be needed to address system failures such as main breaks. Alternatives to address the emergency supply needs were reviewed including options for system interconnections with neighboring systems and options to optimize existing well sources.

Phil DePoe reviewed the next steps in the study, which will be to have conduct a more detailed evaluation of the identified alternatives, including cost evaluation. The alternatives will then be prioritized for inclusion in the Authority's future capital improvements plan.

Board member Kevin Baker entered the meeting during the Water Supply Study presentation.

MONTHLY FINANCIAL REVIEW

Ed Klein gave a presentation and review of the April 2023 financial statements highlighting the variances between actual expenses and budgeted or forecasted expenses. The Board requested that the scorecard be added to the monthly financial reports. There was some Board discussion regarding the selection of certificates of deposit for the Authority's cash investments.

MONTHLY SYSTEM OPERATIONS OVERVIEW

Chris Moughan reviewed highlights of the April 2023 Operations report. One bypass occurred at the Kline's Island WWTP when a pump failed to start during a wet-weather event and discharged 1,595 gallons. There was some Board discussion regarding the permit exceedances at the Sand Spring WWTP, and staff reported that a compliance plan was submitted to the Pa. Department of Environmental Protection in April, with no response received to date.

STAFF COMMENTS

None.

SOLICITOR'S COMMENTS

None.

PUBLIC COMMENTS / OTHER COMMENTS

None.

BOARD MEMBER COMMENTS

None.

EXECUTIVE SESSION

An Executive Session will be held following the close of the regular meeting to discuss a personnel matter.

ADJOURNMENT

There being no further business, the Chairman adjourned the meeting at 1:41 p.m.

Linda A. Rosenfeld
Secretary



HIGH SWARTZ
ATTORNEYS AT LAW
EST. 1914

David J. Brooman
(610)275-0700
Email: dbrooman@highswartz.com
www.highswartz.com

May 18, 2023

Via Email: lieselgross@lehighcountyauthority.org
Liesel M. Gross
Chief Executive Officer
Lehigh County Authority
1053 Spruce Road
Allentown, PA 18106

Re: Township of Lowhill First Addendum to Water Service Agreement
Dated June 27, 2022

Dear Ms. Gross,

On June 27, 2022, the Lehigh County Authority and the Township of Lowhill entered into the First Addendum to Water Service Agreement (“First Addendum”). The purpose of the First Addendum was to extend potable water service to include portions of the State Route 100 and Kernsville Road corridors of the Township. Presently, the only area of Lowhill Township that has been provided potable water is the Pointe West subdivision.

In September 2022, Lowhill Township adopted the Northern Lehigh Multi-Municipal Comprehensive Plan along with Heidelberg Township, Lynn Township, the Borough of Slatington, Washington Township and Weisenberg Township. The next step is the adoption of zoning ordinances consistent with the new Comprehensive Plan. Lowhill Township has initiated that effort. The availability of water and sewer to all or part of the Township will be an important consideration in the preparation of a new zoning ordinance.

Adoption of the First Addendum was premature in light of the new Multi-Municipal Comprehensive Plan and zoning ordinance to follow. For that reason, the Lowhill Township Board of Supervisors voted on May 11, 2023, to terminate/rescind its approval of the First Addendum.

Sincerely,

David J. Brooman

DJB:pro

Cc: Richard Hughes, Chairperson, via email: rhughes@lowhilltwp.org
George Wessner, Jr., Vice Chairperson, via email: gwessner@lowhilltwp.org
Curtis Dietrich, Board Member, via email: cdietrich@lowhilltwp.org
Jill Seymour, Township Secretary, via email: seymoujm@aol.com
Richard C. Sokorai, Esquire, via email: rsokorai@highswartz.com

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MEMORANDUM

TO: LCA Board of Directors
FROM: Liesel Gross
DATE: June 5, 2023
RE: North Whitehall Township – Sewage Facilities Planning (Act 537)

Attachment: Final Draft Cost-Sharing Agreement for Update Revision to North Whitehall Township Act 537 Plan

Over the past 20 years, Lehigh County Authority (LCA) and North Whitehall Township have collaborated on a number of planning studies to address the need for public sewer services in the Township. This municipality is primarily rural in nature, with developed areas in the villages of Schnecksville and Neffs, where LCA already provides public water service. LCA also provides public sewer service in selected small developments: Sand Spring and Wynnewood Terrace. Other portions of the Township are served by privately owned small sewer systems or on-lot systems. Over the years, LCA and the Township have discussed ways to consolidate small systems to improve system performance, lower overall costs, and extend public sewer service to areas of the Township where there may be failing septic systems or other needs, while maintaining the land-use balance that the Township seeks.

Recently, the Township and LCA have restarted these conversations, sparked by acknowledgement of poor system performance of some of the small systems located in the Township and the need for a more comprehensive, actionable sewage facilities plan. Due to the role of LCA as a public water and sewer service provider in the Township, the parties wish to formalize their respective roles and responsibilities as this planning process moves forward.

Attached to this memo is a final draft version of a cost-sharing agreement between LCA and North Whitehall Township, which also includes details of the approval processes expected to be followed for the development of an Act 537 Plan update. This planning effort is intended to begin in 2023 and be completed in 2024, and the agreement outlines an equal split of the associated planning costs between the parties. At the June 12, 2023 meeting, LCA's Board of Directors will be asked to approve the agreement so the planning work can begin.

**COST SHARING AGREEMENT FOR UPDATE REVISION TO
NORTH WHITEHALL TOWNSHIP ACT 537 PLAN
(NORTH WHITEHALL TOWNSHIP – LEHIGH COUNTY AUTHORITY)**

THIS COST SHARING AGREEMENT (hereinafter, “Agreement”) entered into this _____ day of _____, 2023, by and between **NORTH WHITEHALL TOWNSHIP**, a Second Class Township organized and existing under the Second Class Township Code, as amended, 53 P.S. § 10101 et seq., and other laws and regulations of the Commonwealth of Pennsylvania having a principal business office located at 3256 Levans Road, Coplay, Pennsylvania 18037 (hereinafter, “Township”) and **LEHIGH COUNTY AUTHORITY**, a municipal authority duly created by the County of Lehigh, Pennsylvania, organized and existing under the Municipality Authorities Act, as amended, 53 Pa.C.S.A. § 5601 et. seq., and other laws and regulations of the Commonwealth of Pennsylvania having a principal business office located at 1053 Spruce Road, Wescosville, Pennsylvania 18106 (hereinafter, “Authority”), is as follows.

RECITALS:

WHEREAS, the Township is a Second Class Township subject to the Pennsylvania Sewage Facilities Act, Act No. 537 of 1966, P.L. 1535, as amended, 35 P.S. § 7501 et. seq., which requires, among other things, that the Township adopt an official plan for the provision of adequate sewage systems (hereinafter, “Act 537 Plan”); and

WHEREAS, the Township most recently performed an update revision to its Act 537 Plan in XXXX; and

WHEREAS, the Township desires to update its current Act 537 Plan by preparing comprehensive revisions to address existing and future sewage facilities needs within the Township (hereinafter, “Plan Update”); and

WHEREAS, as a result of its role as a sewage service provider in the Township, the Authority has identified certain sewage facility performance challenges and concerns within the Township, and has communicated its desire to support the Township’s efforts to undertake the Plan Update to address these concerns; and

WHEREAS, the Township will engage a consulting firm to prepare the Plan Update in accordance with the Pennsylvania Department of Environmental Protection (hereinafter “DEP”) regulations, after public bid and award (hereinafter, “Consultant”); and

WHEREAS, to accomplish the Plan Update, the Township, Authority, and Consultant will engage with officials from DEP to identify required plan contents and associated surveys and work to be performed in connection with the Plan Update; and

WHEREAS, the Township, Authority, and Consultant, upon consultation with DEP officials, will complete DEP Form 3850-FM-BCW0003, dated June 2016, and titled “Act 537 Plan Content and Environmental Assessment Checklist” (hereinafter, “Checklist”); and

WHEREAS, the Township will incur expenses associated with the Plan Update including but not limited to the engagement of the Consultant to perform the work necessary to prepare the Plan Update with the required contents as identified in the Checklist; and

WHEREAS, the Authority is a public water and wastewater utility that, among other things, operates small wastewater treatment plants in the Township; and

WHEREAS, the Township currently operates a public sewage system serving the Timberidge housing development and older homes within the village of Ormrod, with such system being connected to the Coplay-Whitehall Sewer Authority sewage system and, ultimately, the Kline’s Island Wastewater Treatment Plant currently operated by the Authority; and

WHEREAS, the Authority will benefit from the Plan Update as it will provide the Authority with information useful to its operations of sewage facilities located within the Township or connected to Township sewage facilities and will assist with the coordination of regional efforts to provide interconnected sewage systems, where feasible; and

WHEREAS, the Township and the Authority desire to enter into an agreement to share responsibilities for planning, coordination and execution and funding of the cost associated with the Plan Update under the terms and conditions set forth herein; and

WHEREAS, this Agreement has been duly approved by the Board of Supervisors of North Whitehall Township and the Board of Directors of the Lehigh County Authority in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties agree as follows.

WITNESSETH:

1. **Recitals**. The foregoing Recitals are incorporated herein and made a part hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

2. Selection of Consultant.

a. Preparation of RFP; Approval of RFP by Authority.

- i. The Township shall be responsible, at its own expense, for preparing and publishing a request for proposals from qualified consulting firms to assist the Township in preparing the Plan Update (hereinafter, "RFP").
- ii. The Township shall prepare a draft RFP and submit such draft RFP to the Authority for review and approval. The Township shall submit the draft RFP to the Authority in accordance with the notice provisions contained in Section 8 herein.
- iii. The Township shall not publish the RFP unless and until it has been approved in final form by the Authority, and such approval shall not be unreasonably withheld.
- iv. The Authority shall provide the Township with notice of its approval or disapproval of the RFP within thirty (30) days of the Authority's receipt of such RFP, in accordance with the notice provisions contained in Section 8 herein.
- v. If the Authority does not approve the Township's draft RFP, the reasons for such disapproval shall be stated in the Authority's notice provided to the Township pursuant to Section 2(a)(iv) herein. Upon receipt of the notice of disapproval of the RFP, the Township shall thereafter revise the RFP, and submit a revised RFP to the Authority for approval in accordance with the notice provisions contained in Section 8 herein.
- vi. The Authority shall provide the Township with notice of its approval or disapproval of the revised RFP within thirty (30) days of the Authority's receipt of such revised RFP, in accordance with the notice provisions contained in Section 8 herein. If the Authority does not approve the revised RFP, then the parties shall repeat the procedure contained in Sections 2(a)(v) herein until the RFP is approved by the Authority, and such approval shall not be unreasonably withheld.
- vii. If the Authority fails to provide notice to the Township of its approval or disapproval of a RFP or revised RFP within the applicable time periods contained in this Section 2(a) or in accordance with the notice provisions contained in Section 8 herein, such failure shall be deemed an approval of the Township's RFP, and the Township shall be permitted to publish such RFP.

b. Engagement of Consultant by Township and Authority.

- i. The Township and the Authority shall be responsible for reviewing proposals submitted in response to the RFP described in Section 2(a) herein.
- ii. The Township and the Authority may jointly conduct interviews of consulting firms that have submitted proposals in response to the RFP.
- iii. The Township and the Authority shall rank all proposals received in response to the RFP in accordance with the terms of the RFP. The Township and the Authority shall seek to engage the Consultant that has submitted the highest-ranked proposal.
- iv. The Township and the Authority will agree on the Proposal which is highest ranked and execute an agreement with the Consultant which submitted said Proposal. Should the Township and Authority not agree on the Consultant which submitted the highest ranked Proposal, the second highest ranked Proposal shall be selected unless the Township and the Authority agree to terminate this Agreement with each party paying its own costs to the date of termination, without further obligation to the other.

3. Preparation of Plan Update. The Township, the Authority, and the Consultant shall be responsible for accomplishing the tasks required to prepare the Plan Update.

4. Payment Responsibilities.

- a. Definition of Cost. The parties acknowledge and agree that the costs associated with preparing the Plan Update shall be the sum of the Amounts agreed to in the Agreement with the Consultant for the Consultant's services and expenses related thereto under the terms of the contract awarded by the Township to the Consultant, plus Plan Update related expenses for publication of notices, public input hearings and other expenses related to the Plan Update (hereinafter, "Cost").
- b. Cost Sharing. The Township and the Authority shall each be responsible for payment of fifty percent (50%) of the Cost.
- c. Limit on Authority's Obligation to Share Cost. The total share of the Cost for which the Authority is responsible for payment pursuant to this Agreement shall not exceed 50% or One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), whichever is less.

5. Payment Procedures.

- a. Payment by Township in First Instance. The Township shall make all required payments to the Consultant in accordance with the terms of the contract awarded by the Township and Authority to the Consultant. Other costs shall be invoiced to and paid by the Township.
- b. Reimbursement by Authority.
 - i. Within ten (10) days of the Township's submission of any payment to the Consultant pursuant to the contract awarded by the Township and Authority to the Consultant, the Township shall provide the Authority with documentation supporting the services provided by the Consultant and evidencing such payment and an invoice for fifty percent (50%) of the total amount of payment made, all in accordance with the notice provisions contained in Section 8 herein.
 - ii. Within thirty (30) days of the Authority's receipt of the Township's supporting documentation described in Section 5(b)(i) herein, the Authority shall remit payment to the Township by electronic payment or by delivering a check payable to the Township in accordance with the notice provisions contained in Section 8 herein.

6. Default.

- a. Default Defined. For the purposes of this Agreement, the term "Default" means: (i) failing to perform or observe any covenant or agreement set forth in this Agreement and to cure such default within fourteen (14) days after written notice of the Default is given to the defaulting party by the other party, or (ii) any other event or circumstance defined as a Default under this Agreement.
- b. Remedies Upon Default. After the occurrence of a Default by either party, the non-defaulting party shall have the right to terminate the Agreement and to pursue any and all rights and remedies available to the non-defaulting party at law, in equity, or otherwise.

7. **Municipal Tort Claims Act.** Nothing contained in this Agreement shall be deemed a waiver of any of the rights, privileges, immunities, and limitations of liability or damages inuring to the benefit of the Township or the Authority as local agencies and their agents, employees, contractors, boards, commissions, officials, representatives, and consultants pursuant to 42 Pa.C.S.A. § 8541, et. seq., relating to Governmental Immunity, as well as other, applicable Pennsylvania laws and regulations.

8. Notice.

- a. Writing Required; Parties' Addresses. All notices, demands, requests, or other communications from any party to any other party required or permitted under this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be given to the parties at the following addresses:

- i. If to Township:

North Whitehall Township
3256 Levans Road
Coplay, PA 18037
ATTN: Randy Cope, Township Manager

With a copy to:

Norris McLaughlin, P.A.
515 W. Hamilton Street, Suite 502
Allentown, PA 18101
ATTN: Thomas H. Dinkelacker, Esquire

- ii. If to Authority:

Lehigh County Authority
1053 Spruce Road
P.O. Box 3348
Wescosville, PA 18106
ATTN: Liesel M. Gross, CEO

With a copy to:

Saxton & Stump
4250 Crums Mill Road, Suite 201
Harrisburg, PA 17112
ATTN: Kathy L. Pape, Esquire

- b. Delivery Method. Each such notice, demand, request, or other communication shall be given by personal delivery, by certified mail of the United States Postal Service, return receipt requested, postage prepaid, or by a nationally recognized overnight courier for next business day delivery.

- c. Effective Date of Notices. Each such notice, demand, request, or other communication given by a party to the other pursuant to this Section 8 shall be deemed to have been provided to the other party upon: (i) receipt by the other party in the case of personal delivery or (ii) upon the date of mailing for communications sent by mail.
9. Time of Essence. It is agreed by the parties that time shall be of the essence of all provisions of this Agreement, unless extended by mutual consent in writing.
10. Meaning of Terms. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular. In computing the number of days included in any time period described in this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays, provided that if the final day of any such time period shall end on a Saturday, Sunday, or legal holiday, then the final day shall be extended to the next full business day. For the purposes of this Section 10, the term “holiday” shall mean a day other than a Saturday or Sunday on which banks in the Commonwealth of Pennsylvania are or may elect to be closed.
11. Captions. The captions of the Sections contained herein are for convenience of reference only and in no way define, limit, describe, modify, or amplify the interpretation, construction, or meaning of any provision of or the scope or intent to this Agreement nor in any way affect this Agreement.
12. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and there are no other understandings, representations, or warranties, oral or written, relating to the subject matter hereof that are not set forth herein.
13. Amendment. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing signed by all parties.
14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
15. Waiver. Unless otherwise provided herein, neither the failure to exercise, nor delay in exercising, any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof. No single or partial excuse of any right, remedy, power, or privilege shall preclude any other or further exercise of the same or of any other right, remedy, power, or privilege. No waiver of any right, remedy, power, or privilege with respect to any occurrence shall be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.
16. Litigation Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred by the

prevailing party in connection with such litigation, including, without limitation, reasonable attorneys' fees, court costs, and litigation expenses.

17. Enforceability. If any provision of this Agreement shall be declared to be void or unenforceable by any court of competent jurisdiction, such provision shall be treated as if it had never been included in this Agreement, and all other provisions of this Agreement shall remain in full force and effect as a valid and enforceable Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals as of the day and year first above written.

ATTEST:

NORTH WHITEHALL TOWNSHIP

By: _____
RANDY COPE,
TOWNSHIP MANAGER

ATTEST:

LEHIGH COUNTY AUTHORITY

By: _____
LIESEL M. GROSS, CEO

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF LEHIGH :

On the ____ day of _____, 2023, before the undersigned officer personally came and appeared **RANDY COPE**, the Township Manager of **NORTH WHITEHALL TOWNSHIP**, known to me to be the individual described in and who executed the foregoing Agreement on behalf of **NORTH WHITEHALL TOWNSHIP**, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF LEHIGH :

On the ____ day of _____, 2023, before the undersigned officer personally came and appeared **LIESEL M. GROSS**, the Chief Executive Officer of the **LEHIGH COUNTY AUTHORITY**, known to me to be the individual described in and who executed the foregoing Agreement on behalf of the **LEHIGH COUNTY AUTHORITY**, and she duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Lehigh County Authority – Monthly Report to Board of Directors

Upcoming Board Agenda Items & Project Updates – June 2023

Published: June 5, 2023

PART 1 – Upcoming Agenda Items – Action & Discussion Items

FINANCE & ADMINISTRATION

<u>Project Title:</u> LCA-Lowhill Township Water Services Agreement, First Addendum - Recision of LCA Board Approval	
<u>Division / Funding:</u> Suburban Division	<u>Board Action Date:</u> 6/12/2023
<u>Status or Action Desired:</u> Approval	<u>Project Phase:</u> NEW
<p><u>Project Notes:</u> On May 23, 2022, the LCA Board of Directors approved the First Addendum to the LCA-Lowhill Township Water Services Agreement, which provided for the extension of water service to portions of the Route 100 and Kernsville Road corridors of the Township. In a letter dated May 18, 2023, the Township informed LCA that the Lowhill Township Board of Supervisors had voted to terminate and rescind its approval of the First Addendum. This action was taken in recognition of new planning work being conducted in the Township, which would provide the official guidance for the Township regarding the provision of public utility services in the future. To illustrate its support of the Township's planning efforts, staff requests the LCA Board also rescind its May 23, 2022 approval of the LCA-Lowhill Township Water Services Agreement, First Addendum. <u>Staff Responsibility:</u> Liesel Gross</p>	
<u>Project Title:</u> Monthly Financial Review	
<u>Division / Funding:</u> n/a	<u>Board Action Date:</u> 6/26/2023
<u>Status or Action Desired:</u> Discussion	<u>Project Phase:</u> n/a
<p><u>Project Notes:</u> The May 2023 monthly financial report will be presented. <u>Staff Responsibility:</u> Ed Klein</p>	
<u>Project Title:</u> LCA Safety Program Review	
<u>Division / Funding:</u> Suburban Division	<u>Board Action Date:</u> 7/10/2023
<u>Status or Action Desired:</u> Discussion	<u>Project Phase:</u> NEW
<p><u>Project Notes:</u> Staff will present an update on LCA's safety programs and performance, per the Board's request. <u>Staff Responsibility:</u> Liesel Gross</p>	

SYSTEM OPERATIONS

Project Title: Monthly Operations Report

Division / Funding: n/a

Status or Action Desired: Discussion

Board Action Date: 6/26/2023

Project Phase: n/a

Project Notes: The May 2023 monthly operations report will be presented. Staff Responsibility: Andrew Moore & Chris Moughan

WASTEWATER PROJECTS

Project Title: North Whitehall Township Act 537 Plan: Cost-Sharing Agreement

Division / Funding: Suburban Division

Status or Action Desired: Approval

Board Action Date: 6/12/2023

Project Phase: NEW

Project Notes: North Whitehall Township and LCA officials have been discussing the need for an updated Act 537 Plan to address long-term sewer service needs in the Township. Sewer service is currently provided via several small developer-built systems, many of which are aging and facing significant performance challenges. LCA owns and operates two of these facilities (Sand Spring and Wynnewood Terrace). The Township and LCA would like to pursue a partnership approach to completing the Act 537 Plan. At the June 12, 2023 meeting, a cost-sharing agreement to initiate and pay for the Act 537 Plan development work will be presented for Board review and approval. Staff Responsibility: Liesel Gross

Project Title: Spring Creek Pump Station Upgrades

Division / Funding: Suburban Division

Status or Action Desired: Approval

Board Action Date: 6/26/2023

Project Phase: Design Phase

Project Notes: The Spring Creek Pump Station is an integral component of the Western Lehigh Sewerage service area. The station was constructed in 1996 and an upgrade project was completed in 2018. Equipment continues to age and become obsolete and this project is intended to address operational concerns, most notably the replacement of the pump variable frequency drives (VFDs). An electrical condition evaluation was performed by Keystone Consulting Group to determine the extent of electrical improvements that are needed, and the recommendations of the evaluation were incorporated into an RFP for design phase services, which was issued early May. Authorization for design phase will be requested at the 6/26/23 LCA Board meeting. Staff Responsibility: Amy Kunkel

PART 2 – Project Updates – Information Items

No items for June

PART 3 – Open Project List – No Updates

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Finance & Administration	LCA Strategic Plan - 2023 Quarterly Progress Reporting	All Divisions	n/a	Liesel Gross
Finance & Administration	Asset Management Roadmap & Strategic Asset Management Plan (SAMP)	All Divisions	Planning Phase	Albert Capuzzi
Finance & Administration	LCA Munis ERP System Planning & Re-Implementation	All Divisions	Planning Phase	Brooke Neve
System Operations	SmartBall Inspection - 30" and 36" Transmission Main - East Side	Allentown Division	Project Closeout	Chris Moughan
System Operations	Suburban Water Facilities - SCADA System Upgrade	Suburban Division	Construction Phase	Chris Moughan
System Operations	Watershed Monitoring Program	Suburban Division	Ongoing	Andrew Moore
Water - Suburban	Central Lehigh and North Whitehall Systems – Water Supply Study	Suburban Division	Planning Phase	Phil DePoe
Water - Suburban	2022 Commercial Meter Replacement Project	Suburban Division	Construction Phase	Amy Kunkel
Water - Suburban	Water Main Replacement Program Cycle 6	Suburban Division	Construction Phase	Jason Peters
Water - Suburban	Fixed Base Meter Reading Stations	Suburban Division	Planning Phase	Amy Kunkel
Water - Suburban	Upper System Pump Station and Main Extension	Suburban Division	Design Phase	Amy Kunkel
Water - Suburban	Water Main Replacement Program Cycle 7 and 8	Suburban Division	Design Phase	Jason Peters
Water - Allentown	Water Main Replacement Program Cycles 7 & 8	Allentown Division	Design Phase	Jason Peters
Water - Allentown	Large Diameter Valve Rehabilitation & Replacement Program	Allentown Division	Design Phase	Chuck Volk
Water - Allentown	Lead Service Line Replacement Program Planning	Allentown Division	Planning Phase	Andrew Moore

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Water - Allentown	Water Main Replacement Program Cycle 6	Allentown Division	Construction Phase	Jason Peters
Water - Allentown	Water Filtration Plant: Filter Upgrade Project	Allentown Division	Design Phase	Chuck Volk
Water - Allentown	Water Filtration Plant: 2022-2023 Indenture Upgrades	Allentown Division	Construction Phase	Chuck Volk
Sewer - Act 537	Sanitary Sewer Collection System: City of Allentown Manhole Inspections	Allentown Division	Planning Phase	Phil DePoe
Sewer - Act 537	Kline's Island WWTP - High-Rate Wet-Weather Treatment Pilot Study	Allentown Division	Planning Phase	Phil DePoe
Sewer - Act 537	KISS System Modeling - Final Alternatives Analysis (FAA)	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	KISS System Modeling - Preliminary Screening of Alternatives (PSOA)	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	Sanitary Sewer Collection System: City of Allentown Interceptor Inspections	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	KISS Act 537 Planning - Financial & Institutional Evaluation, Phase 1	City of Allentown (AO)	Planning Phase	Liesel Gross
Sewer - Act 537	Regional Sewer Capacity & Wet-Weather Planning - Regional Act 537 Plan Preparation	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	Kline's Island WWTP: Phase 1 AO Design Improvements	City of Allentown (AO)	On Hold	Phil DePoe
Sewer - Act 537	KISS System Modeling - Sewage Billing Meter QA/QC Data Analytics and 2021 Flow Metering Preparation	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	Regional Sewer Capacity & Wet-Weather Planning: Engineering & Program Support	Suburban Division	Planning Phase	Phil DePoe
Sewer - Act 537	Industrial Pretreatment Plant Master Plan	Suburban Division	Planning Phase	Phil DePoe
Sewer - Act 537	Western Lehigh Interceptor Municipalities Test & Seal Lateral Grouting Project	Suburban Division	Construction Phase	Jason Peters
Sewer - Act 537	Upper Western Lehigh Pump Station and Force Main	Suburban Division	Design Phase	Amy Kunkel

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Sewer - Act 537	Western Lehigh Service Area - Engineering & Program Support	Suburban Division	Planning Phase	Phil DePoe
Sewer - Suburban	Western Lehigh Manhole Rehabilitation Project - Phase 3	Suburban Division	Project Closeout	Jason Peters
Sewer - Suburban	Pretreatment Plant (PTP) Electrical Study	Suburban Division	Planning Phase	Albert Capuzzi
Sewer - Suburban	Heidelberg Heights Sanitary Sewer Consent Order & Agreement	Suburban Division	Planning Phase	Chuck Volk
Sewer - Suburban	Heidelberg Heights Wastewater Treatment Plant - Mechanical Screen Project	Suburban Division	Construction Phase	Chuck Volk
Sewer - Suburban	Spring Creek Force Main Relocation - PA Turnpike Commission	Suburban Division	Design Phase	Amy Kunkel
Sewer - Suburban	Lynn Township Corrective Action Plan	Suburban Division	Ongoing	Jason Peters
Sewer - Suburban	Park Pump Station Phase 2 Upgrade	Suburban Division	Construction Phase	Amy Kunkel
Sewer - Allentown	Kline's Island WWTP: Primary Digester No. 2 Cleaning and Rehabilitation Project	Allentown Division	Construction Phase	Chuck Volk
Sewer - Allentown	Sanitary Sewer Collection System: I&I Source Reduction Program (LCA Year 1)	Allentown Division	Design Phase	Albert Capuzzi
Sewer - Allentown	Kline's Island WWTP: Substation No. 1 and Switchgear Replacement	Allentown Division	Design Phase	Chuck Volk
Sewer - Allentown	Kline's Island WWTP: Effluent Disinfection and Dechlorination System Improvements	Allentown Division	Construction Phase	Chuck Volk
Sewer - Allentown	Kline's Island WWTP: Solids Process Boiler and HVAC System Upgrade Project	Allentown Division	Construction Phase	Chuck Volk
Sewer - Allentown	Kline's Island WWTP: Wet Weather Capacity Enhancements	Allentown Division	Preliminary Design	Chuck Volk
Sewer - Allentown	Kline's Island WWTP: Main and Auxiliary Pump Station Improvements	Allentown Division	Preliminary Design	Chuck Volk
Sewer - Allentown	Kline's Island WWTP: Intermediate Pump Station Improvements	Allentown Division	Preliminary Design	Chuck Volk

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Sewer - Allentown	Lehigh Street (Rte. 145) Water and Sewer Main Relocation Project	Allentown Division	Construction Phase	Jason Peters
Sewer - Allentown	Sanitary Sewer Collection System: I&I Source Reduction Program (City Year 4)	City of Allentown (AO)	Construction Phase	Phil DePoe