

**BOARD ACTION/DISCUSSION ITEMS
SEPTEMBER 2013 – NOVEMBER 2013**

PRIORITY*	PROJECT/ISSUE	TYPE OF ACTION	TIMING**
<i>AS NEEDED</i>			
H	Update on LCA/City 537 Plan Study	Status Report	As needed
H	Acquisition/Growth Strategy Activities	Status Report	As needed
H	Jordan Creek Wastewater Plant	Status Report	As needed
<i>WITHIN 45 DAYS</i>			
H	Arcadia Water Pump Station Upgrades, Construction Phase	Approval	Sept (W/B)
M	Wastewater Update	Report	September (B)
L	Upper Milford Central Division – Radon Study Alternatives	Report	Oct (W/B)
<i>WITHIN 75 DAYS</i>			
H	Allentown Division- Water Main Replacements Design Phase	Approval	Oct (B)

9/23/13 September Board Meeting
10/14/13 October Workshop Meeting

* H – High
M – Medium
L – Low

** (W) – Workshop
(B) – Board
(W/B) – Either

LEHIGH COUNTY AUTHORITY

WORKSHOP AGENDA

Monday, September 9, 2013 – 12:00 PM

INITIAL ITEMS (Collectively 5 Minutes)

1. **Identify items for September Board Meeting**

- Review Board Discussion items, September 2013 – October 2013

ACTION/DISCUSSION ITEMS

1. **M&T Bank Resolution** (Approval)

M&T Bank was appointed as trustee on the Concession bonds as well as for some of the escrow accounts established pursuant to the Concession Agreement. As a result, the bank has requested the Authority to pass a resolution in regard to authorized signers for resultant transactions. Staff recommends approval of Resolution No. 9-2013-1 that is primarily required M&T language (*green*).

2. **Western Lehigh Manhole Inspection** (Approval)

A Capital Project Authorization Amendment and a Professional Services Authorization for Arcadis (Malcolm Pirnie) will be presented for consideration for the inspection of 700 manholes in the WLI Interceptor System to identify structural and leakage issues. This work is part of the SCARP and is a requirement of the EPA Administrative Order.

3. **Arcadia West Pumping Station Modifications Project** (Approval)

A Capital Project Authorization Amendment for the construction phase of the project will be presented to the Board along with Professional Services Authorizations for construction engineering services by T&M Associates and construction management services by Cowan Associates, and recommendations for award of the General Construction and Electrical Construction contracts. The project consists of installing new pumps and appurtenances, along with fencing, paving, SCADA control and security system at the Arcadia West pumping station in Weisenberg Township, Lehigh County to increase the reliability of fire protection, increase pumping efficiency, address corrosion, and add system controls and security.

INFORMATION ITEMS

1. *None.*

OTHER ITEMS

1. *None.*



RESOLUTION No. 9-2013-1

(Duly adopted 9 September 2013)

A RESOLUTION DESIGNATING PERSONS APPROVED TO EXECUTE TRANSACTIONS AND PERFORM OTHER FUNCTIONS WITH MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T BANK") ON BEHALF OF THE AUTHORITY

WHEREAS, Lehigh County Authority (hereinafter the "Authority") has established accounts with M&T Bank as a result of its entry into the 1 May 2013 Allentown Water and Sewer Utility Concession and Lease Agreement (the "Concession Agreement") with the City of Allentown, which established certain accounts, and the financing to carry out the Authority's Concession Agreement financial obligations, which included bond issues for which M&T Bank is the trustee; and

WHEREAS, the Bank desires to establish the designated person or persons to perform functions related to these accounts; and

NOW THEREFORE, it shall be resolved that:

1. From time to time, the Authority may obtain any Treasury Management services ("Services") from M&T Bank with respect to any of the Authority's deposit accounts at M&T Bank or other accounts at M&T Bank (including, without limitation, loan and line of credit accounts) over which the Authority has authority (together, "Accounts").

2. Any officer, representative or agent of the Authority designated below ("the Authority's TM Signers") may enter into and deliver to M&T Bank, on behalf of the Authority for its own affairs or with respect to the affairs of any entity on behalf of which the Authority is authorized to act, any agreements (including, but not limited to, the M&T Master Treasury Management Services Agreement), instruments, and other documents which relate to the Services provided or to be provided by M&T Bank with respect to any Accounts:

<i>Name of Authority Employee</i>	<i>Title / Position</i>
Aurel M. Arndt	Chief Executive Officer
Edward J Bielarski	Chief Financial Officer
Frank Leist	Chief Capital Works Office
Liesel Adam	Chief Administrative Officer

3. Except as may be elected by the Authority in Section 5 below:

(a) any one of the Authority's TM Signers may enter into and deliver to M&T Bank, on behalf of the Authority for its own affairs or with respect to the affairs of any entity on behalf of which the Authority is authorized to act, any agreements which relate to the Credit Manager Service provided or to be provided by M&T Bank with respect to any Account, including the Credit Manager Product Terms & Conditions ("Credit Manager Agreement"); and

(b) any one of the Authority's TM Signers is authorized to: (i) give notices, certifications, directions, and instructions under the Credit Manager Agreement, (b) execute or otherwise approve any related documents for the Credit Manager Service with respect of any Account and (c) delegate authority to any other person or entity, including any user of WeblnfoPLU\$ and other Authorized Representative (as defined in the M&T Master Treasury Management Services Agreement), to act on the Authority's behalf in any way with respect to the Credit Manager Service with respect of any Account, which persons and entities may or may not be signatories on one or more of the Accounts and may or may not have the ability to delegate authority to others. It is understood that such authority may include, at the discretion of M&T Bank, the authority to access certain loan and line of credit accounts and related information, and to initiate funding draws, direct funds transfers and make payments with respect to such Accounts. M&T Bank is not obligated to inquire into the circumstances or propriety of any such action, notice, certification, direction, instruction or delegation.

4. Except as may be elected by the Authority in Section 5 below, any one of the Authority's TM Signers is authorized to: (a) give notices, certifications, directions, and instructions under any such agreement, instrument, or document, (b) execute or otherwise approve any related documents, and (c) delegate authority to any other person or entity to act on the Authority's behalf in any way with respect to any Services or Accounts, which persons and entities may or may not be signatories on one or more of the Accounts and may or may not have the ability to delegate authority to others. M&T Bank is not obligated to inquire into the circumstances or propriety of any such, notice, certification, direction, instruction or delegation.

5. The Authority has elected pursuant to its policies and financial guidelines that two or more of the Authority's TM Signers must sign in the case of all investment purchases and external wire transfers as well as all payments shall be made by drafts, checks or other orders.

6. Notwithstanding the terms of any prior resolutions adopted by the Authority, M&T Bank be and hereby is authorized to rely on these TM Resolutions and the actual or purported signatures of any of the Authority's TM Signers until M&T Bank's relationship manager for the Accounts has actually received and had a reasonable time to act on written notice from the Authority revoking these TM Resolutions or such authority.

7. The Authority hereby ratifies and confirms all: (a) actions taken, (b) notices, certifications, directions and instructions given, and (c) all agreements, instruments, and other documents entered into, which relate to the Services provided or to be provided by M&T Bank with respect to any Accounts, that were given, taken or entered into prior to the date hereof.

8. The Authority shall defend, indemnify and hold harmless M&T Bank from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with honoring, or refusing to honor, any signature, instruction, or action of any of the Authority's TM Signers.

9. The Chief Financial Officer is hereby authorized to provide a certification of the terms of this resolution to M&T Bank.

On motion of _____, seconded by _____, this Resolution was adopted the 9th day of September 2013.

