



**City of Lambertville  
Meeting Agenda  
February 15, 2024, 7:00 p.m.  
Phillip L. Pittore Justice Center  
25 South Union Street**

**NOTE: Closed Session was cancelled.**

I. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT

This meeting is being held in compliance with the Open Public Meetings Act with the meeting schedule advertised in the January 10, 2024, edition of the Trenton Times, the meeting agenda was posted on the Bulletin Board at City Hall and the City's website on February 12, 2024, and the meeting notice was sent to the members on the Listserv and Department Heads and the City Engineer on Monday, February 12, 2024.

II. ROLL CALL

Councilwoman Kominsky, Councilman Lide, Councilman Stegman, Council President Lambert, and Mayor Nowick

III. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

IV. PUBLIC PARTICIPATION

V. APPROVAL OF MINUTES

- a. January 18, 2024, Meeting Minutes
- b. February 1, 2024, Meeting Minutes
- c. February 1, 2024, Closed Session Minutes A
- d. February 1, 2024, Closed Session Minutes B

VI. APPROVAL OF ADMINISTRATIVE REPORTS

- a. Clerk's Office, Construction Office, Fire Official, Municipal Court, Public Works Department, Police Department, Tax Collector,

VII. RESOLUTIONS

CONSENT AGENDA: The following resolutions on a consent agenda are considered routine and shall be enacted by one motion. Should any member of City Council seek separate discussion of any item, that item shall be removed and discussed separately.

- a. Resolution Number 33-2024: A Resolution to Authorize the Memorandum of Agreement with the Greater Lambertville Area Chamber of Commerce for Shad Festival, Scheduled for April 20, and April 21, 2024.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, that the Mayor, City Attorney, and City Clerk are hereby authorized to execute the Memorandum of Agreement

with the Greater Lambertville Area Chamber of Commerce for the 41<sup>st</sup> Annual Shad Festival with the following provisions:

The “City” will provide the “GLCC” with the following:

1. Parking Lots and Road Closures:  
North Union Street Parking Lot from 4:00 p.m. on Friday, April 19, 2024, through 8:00 p.m. Sunday, April 21, 2024.  
Bank Parking Lot on Saturday, April 20, 2024, beginning at 8 am and ending at 8 pm on Sunday, April 21, 2024.  
Suspended parking for the following streets:
  - i. Main Street from York to Church Street
  - ii. Bridge Street from Lambert Lane to Main Street
  - iii. Phillip L. Pittore Justice Center
  - iv. Lambertville Free Public Library Parking Lot for handicapped parkingRoad Closures from 9 AM to 8 PM on April 20, 2024, and again on Sunday, April 21, 2024.
  - v. Union Street from York to Ferry Street
  - vi. Church Street from Union to Main Street
  - vii. Kline’s Court from Bridge to Ferry Street
  - viii. Ferry Street from Kline’s Court to Union StreetAdditional Police Coverage, to be provided in consultation with the City Police Department.  
Public Works Assistance with Garbage and Recycling Program  
Reimbursement for the cost of Garbage and Recycling.

GLCC agrees to the following:

#### SECTION A. COSTS AND CONTRIBUTIONS

1. The “GLCC” agrees to reimburse the City of Lambertville for the following:
  - a. All overtime incurred for the Event.
    - i. Police Personnel
    - ii. Public Works Personnel
  - b. Cost of Garbage and Recycling which will be logged by the Public Works Department.
2. The “GLCC” will either pay the City directly or require the vendor's pay for all fees associated with licensing for the event which include but may not be limited to:
  - a. Temporary Food Licenses
  - b. Fire Safety Permits
  - c. Parking Meters: for 2 days at \$12.00 per day for a total of \$3,262.
3. The “GLCC” agrees to pay the bill within ten (10) days of receipt of invoice from the “City.”

b. Resolution Number 34-2024: A Resolution to Authorize Refunds for the Month of January:

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the

refund to Meagan Warner, for the Facility Use, in the Amount of \$250.00 is hereby authorized.

c. Resolution Number 35-2024: *A Resolution to Authorize the Transfers in the 2023 Budget.*

WHEREAS, in accordance with N.J.S.A 40A:4-59, transfers may be made between appropriation reserve accounts in the General Budget during the first 3 months of the succeeding year; and

WHEREAS, such transfers are made to cover expenses in accounts in excess of that anticipated and from accounts having expenses in less amounts than anticipated.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, County of Hunterdon, New Jersey, in accordance with N.J.S.A 40A:4-59 that transfers between budget appropriation reserve accounts on the attached report are authorized and that a certified copy of this resolution adopted by not less than a two-thirds (2/3) vote of the full membership of the governing body shall be transmitted to the Chief Financial Officer.

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>FROM</u>	<u>TO</u>
3-01-20-155-200	Legal Service OE		\$2,000.00
3-01-25-240-100	Police SW	\$7,500.00	
3-01-25-240-200	Police OE		5,000.00
3-01-43-490-200	Municipal Court OE		500.00
	<b>Total</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>

d. Resolution Number 36-2024: *A Resolution to Authorize the Mayor, City Attorney and City Clerk to Execute the Green Acres Temporary Construction Agreement with the Lambertville Municipal Utilities Authority for the North Union Street Park.*

WHEREAS, the City of Lambertville adopted Ordinance Number 31-2023 on November 16, 2023, authorizing the easement with the Lambertville Municipal Utility Authority, and

WHEREAS, this property is on the City of Lambertville’s Registry of Open Space Inventory and requires approval from the State of New Jersey, Department of Environmental Protection, Green Acres program; and

NOW THEREFORE BE IT RESOLVED by the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the Mayor, City Attorney, and City Clerk are hereby authorized to execute the Green Acres Temporary Construction Agreement for the Lambertville Municipal Utilities Authority.

e. Resolution Number 37-2024: *A Resolution Authorizing the Redemption of a Tax Lien for Block 1008, Lot 15 in the Amount of \$767.04, Plus a Premium in the Amount of \$1,500.00.*

**WHEREAS**, Tax Lien Certificate 23-00004 issued on Block 1008 Lot 15 was sold to Smyrna Group, LLC PO BOX 845 Tenaflly, NJ 07670 on 10/24/23 and

**WHEREAS**, payment has been received by the Tax Collector for redemption of the tax lien from a Mortgage company.

**NOW THEREFORE BE IT RESOLVED** by Mayor and Council of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey that the check is hereby authorized to Smyrna Group, LLC PO BOX 845 Tenaflly, NJ 07670 for tax lien certificate 23-00004 in the amount of \$767.04.

In addition, the city is holding a premium in the amount of \$1,500.00.

and upon redemption this is due back to the lienholder.

Two checks for the lienholder –

Check 1= \$767.04

Check 2= for premium= \$1,500.00

- f. Resolution Number 38-2024: *A Resolution to Authorize the Mayor, City Attorney and City Clerk to Execute the Memorandum of Agreement with New Hope Celebrates for the Annual Pride Parade Scheduled For May 18, 2024.*

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, that the Mayor, City Attorney, and City Clerk are hereby authorized to execute the Memorandum of Agreement with New Hope Celebrates with the following provisions:

<u>Road</u>	<u>Closure timing</u>	<u>Road</u>	<u>Closure timing</u>
York St	8:30am - 1pm	Bridge St (N Union St to Lambert Lane/the bridge) No parking on Bridge St from 9am - 1pm	10:30am - 1pm
Delevan Street	10:00 am – 1 pm	Delevan Street	10:00 am – 1 pm
Jefferson St	10:00 am - 1pm	Church St	10am - 1pm
Coryell St	10am - 1pm	Lambert Ln	10:30am - 1pm
S Union St (Bridge St to Ferry St)	10:30am - 1pm	Delevan St	8:30am - 1pm
Klines Ct	10:30am - 1pm	George St (from Church St to Perry St)	8:30am - 1pm
Hendricks St	10am - 1pm	N Union St (from Bridge St to Delaware Ave)	10:30am - 1pm

Gordons Alley	10am - 1pm		
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SECTION A. COSTS AND CONTRIBUTIONS

1. The “NHC” agrees to reimburse the City of Lambertville for the following:  
 All overtime incurred for the Event.  
     Police Personnel  
     Cost of Garbage and Recycling which will be logged by the  
     Public Works Department.
2. The “NHC” agrees to pay the bill within ten (10) days of receipt of invoice from the “City.”

SECTION B. INDEMNIFICATION AND INSURANCE

g. Resolution Number 39-2024: A Resolution to Amend Section VII, Sick Leave, of the Personnel Manual

VII: Paid and Unpaid Time Off

B. SICK LEAVE

***Note: This clarifies the differences between full and part-time employees:***

FULL TIME EMPLOYEES

Employees are entitled to one day for each full month of service during the first twelve months of employment and one and one-quarter days for each full month of employment thereafter. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for six or more consecutive working days must submit a doctor’s verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor’s verification of that individual is required. After the tenth day of absence on sick leave in one calendar year, a doctor’s verification must be submitted for all sick leave absences, regardless of duration. Prior to the return to work, the Municipality may require an employee to be examined by a physician designated by the Municipality to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

At the end of each calendar year, an employee’s unused sick time is added to the allotment for the following year. The City of Lambertville shall not compensate employees for accrued unused sick time that is accrued after January 1, 1996.

Employees Hired prior to January 1, 1996, shall, upon retirement in good standing, be compensated for unused sick days with a maximum payment being \$15,000, and will be consistent with State of New Jersey laws which govern employee benefits for municipal employees.

Any employee who has been indicted for a crime that involves or touches their office requires forfeiture of any supplemental compensation if the employee is convicted of said crime.

#### PART TIME EMPLOYEES

For every 30 hours worked, an employee shall accrue one hour of sick leave. An employee may accrue or use in any year, or carry forward from one year to the next, no more than 40 hours of earned sick leave.

#### *Remains the Same:*

The Employer permits an employee, pursuant to N.J.S.A. § 34:11D-3(a), to use the earned sick leave accrued for any of the following instances:

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee.
- (2) To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member.
- (3) If an employee or a family member are a victim of domestic or sexual violence and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence.
- (4) Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
- (5) During a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- (6) If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

In regard to the above, the Employer requires three (3) days' notices for any foreseeable use of leave. If the use of leave is unforeseeable, the employee should notify the Employer as soon as practicable of their need to use the same. Should an employee need to use three (3) or more consecutive days of leave, said employee must provide the Employer with reasonable documentation that the leave is being taken for one of the purposes permitted above. Reasonable documentation shall be as defined in N.J.S.A. § 34:11D-3(b).

An employee is eligible to use the earned sick leave beginning on the 120th calendar day after the employee starts work. The employee may subsequently use

earned sick leave as soon as it is accrued. Employees will not be paid for any unused sick leave, except as expressly required by federal or State laws, or an applicable collective negotiations agreement.

- i. Resolution Number 40-2024: *A Resolution to Authorize the Mayor, City Attorney and City Clerk to Execute the Hunterdon Mutual Aid Agreement for the Police Department.*

WHEREAS, the Hunterdon County Prosecutor's Office and the Hunterdon County Police Chiefs have developed a Mutual Aid Policy for County and Municipal Police Agencies; and

WHEREAS, this agreement formalizes the process currently followed, and adds structure to incident command.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the Mayor, City Attorney and City Clerk are hereby authorized to execute the Hunterdon Mutual Aid Agreement for the City of Lambertville's Police Department.

- ii. Resolution Number 41-2024: *A Resolution to Amend Resolution Number 06-2024, to Add Helen T. Kuhl as a Signer on the Trust Account.*

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that Resolution Number 06-2024, Authorizing Signatures on City Bank Accounts, to Add Helen T. Kuhl to the list of authorized signers for the Trust Other Fund.

- iii. Resolution Number 42-2024: *A Resolution to Authorize the Hiring of Danielle Peacock to Serve as the Interim Tax Collector from March 4 through June 21, 2024.*

WHEREAS, there is a need for an interim Tax Collector to serve in the City of Lambertville beginning March 4, 2024, and ending June 21, 2024; and

WHEREAS, Danielle Peacock is a Certified Municipal Tax Collector serving in the Township of Hamilton; and

WHEREAS, Jessica Crea will return to the part-time position on June 21, 2024.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that Danielle Peacock is hereby appointed as the Interim Tax Collector beginning March 4, 2024, and ending on June 21, 2024.

- iv. Resolution Number 43-2024: *A Resolution to Authorize the Donation of \$500.00 from the Clean Communities Grant to the Boy Scout Troop 49, for the Cleaning and Removal of Debris from Trails and/or Parks.*

WHEREAS, Boy Scout Troop Number 49 will be working on a clean-up and removal of debris from trails and/or parks within the City of Lambertville.

NOW THEREFORE BE IT RESOLVED by the Mayor and Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the payment of \$500.00 from the Clean Communities Grant to Boy Scout Troop 49 for the cleanup and removal of debris from trails and/or parks is hereby authorized.

- v. Resolution Number 44-2024: *A Resolution to Authorize the Refund of First Quarter Taxes to Donald Columbo for 201 N. Union Street, Block 1009, Lot 2, in the Amount of \$2,210.85.*

WHEREAS, Donald Columbo sold the property on the tax books of the City of Lambertville as 201 North Union Street, Block 1009, Lot 2, and his automatic withdrawal for the payment of his taxes was made in error.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the refund of the payment made in error for first quarter taxes to Donald Columbo for 201 N. Union Street in the amount of \$2,210.85 is hereby authorized.

- vi. Resolution Number 45-2024: *A Resolution to Amend Resolution Number 19-2024, and to Authorize the Not To Exceed Increase for the City Architect to Fund Projects for the Lambertville Free Public Library in An Amount Not to Exceed \$4,000.00.*

WHEREAS, the Governing Body of the City of Lambertville authorized a contract with Michael Burns, Architect, to serve as the City Architect on January 1, 2024; and

WHEREAS, the Governing Body has requested two separate proposals from Michael Burns, Architect, for the painting, repointing, and lead abatement (\$585.00) of the Library, Elevator Upgrades (\$390.00) and for Barrier Free Entry (\$2,017.50) for the entrance to the Library.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the not to exceed amount for the contract with Michael Burns Architect, has been increased from \$1,000.00 to \$4,000.00, for the completion of the Library projects.

- vii. Resolution Number 46-2024: *A Resolution to Cancel Capital Appropriation Balances for Completed Projects.*

WHEREAS, certain General Capital Improvement appropriation balances remain dedicated to projects now completed or no longer needed; and

WHEREAS, it is necessary to formally cancel said balances, so that the unexpended balances may be returned to each respective Capital improvement fund, Reserve, Open Space Trust (where applicable), or credited to Capital Fund Balance, and unused debt authorizations may be canceled; and

NOW, THEREFORE, BE IT RESOLVED by the City Mayor and Council of the City of Lambertville that the following unexpended and dedicated balances of General Capital Appropriations be canceled:

<u>Ord. #</u>	<u>Project Description</u>	<u>Funded</u>	<u>Unfunded</u>
2021-11	Site Improvements/Closson/Holcombe		\$485,650.00
<b>Total To Be Cancelled</b>			<b>\$ 485,650.00</b>

viii. Resolution Number 47-2024: A Resolution to Amend Resolution Number 20-2024, Authorizing the Contract with Phoenix Advisors to Serve as the Municipal Advisor, in an Amount Not to Exceed \$18,000.00

WHEREAS, the Governing Body of the City of Lambertville adopted Resolution Number 20-2024, to award a contract to Phoenix Advisors to serve as the Municipal Advisory at the January 1, 2024, Session in the amount of \$4,500.00; and

WHEREAS, Phoenix Advisors submitted a proposal in connection with the General Obligation Bonds, Series 2024, in the amount of \$13,500.00.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the not to exceed contract with Phoenix Advisors is hereby increased to \$18,000.00.

ix. Resolution Number 48-2024: A Resolution to Authorize the Contract with Rich Tree Service to Prune the White Pine Tree at Mary Sheridan Park, in an Amount Not to Exceed \$1,153.99, State Contract Number 18-DPP-00645.

WHEREAS, there is an emergent need to prune the White Pine tree located at Mary Sheridan Park; and

WHEREAS, Rich Tree Service is an approved State of New Jersey Vendor, contract number 18-DPP-00645.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, that the contract with Rich Tree Service for the pruning of the White Pine Tree at Mary Sheridan Park is hereby authorized in an amount not to exceed \$1,153.99.

VIII. ORDINANCES – FIRST READING

a. Ordinance Number 04-2024: A Bond Ordinance.

**ORDINANCE 04-2024**

**AN ORDINANCE OF THE CITY OF LAMBERTVILLE, IN THE COUNTY OF HUNTERDON, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF AND FOR THE CITY, APPROPRIATING \$1,403,053 THEREFOR, AND**

**AUTHORIZING THE ISSUANCE OF \$1,361,538 IN GENERAL  
IMPROVEMENT BONDS OR NOTES OF THE CITY TO  
FINANCE THE SAME.**

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**BE IT ORDAINED BY THE CITY COMMITTEE OF THE CITY OF  
LAMBERTVILLE, IN THE COUNTY OF HUNTERDON, NEW JERSEY** (not less  
than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

**Section 1.** The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the City as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$1,403,053, including alternate funding sources in the aggregate amount of \$581,598, consisting of a \$131,598.00 New Jersey Department of Transportation Municipal Assistance Grant and a federal reimbursement grant of \$450,000 and utilizing an additional \$503,300 previously appropriated, including a state appropriation of \$500,000 cash-in-hand grant and a builder's contribution of \$3,300 and further including the sum of \$41,515 as the down payment for several purposes as required by the Local Bond Law. The down payment has been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

**Section 2.** In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$1,361,538, pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**Section 3.** (a) The improvements hereby authorized and the purposes for which the bonds or notes are to be issued are as follows:

I. Purpose. Improvements to City Street and Roads, including but not limited to South Franklin and Church Street, including related work to curbing, grading, drainage and storm water management, including expenses incurred in the planning, design and bidding thereof, and including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost: \$572,763 (Including a NJDOT Reimbursement Grant

in the amount of \$131,598)

Estimated Maximum Amount of Bonds or Notes: \$572,763

Period or Average Period of Usefulness: 20 years

Amount of Down Payment: \$0

II. Purpose. Improvements to City Owned Property including but not limited to repointing of masonry surfaces, remediation of lead pain and repainting of City Library Building, and further including all work and related materials necessary therefor and incidental thereto.

Appropriated and Estimated Cost: \$320,000

Estimated Maximum Amount of Bonds or Notes: \$304,000

Period or Average Period of Usefulness: 10 years  
Amount of Down Payment:  
 \$16,000

III. Purpose. Repairs to sewer pipe on Delvan Street, including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost: \$28,000

(Including \$3,0000 in builder's contribution  
 on receipt with the City and previously appropriated)

Estimated Maximum Amount of Bonds or Notes: \$26,600

Period or Average Period of Usefulness: 40 years

Amount of Down Payment:  
 \$1,400

IV. Purpose. MUSIC MOUNTAIN, including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost: \$450,000

Estimated Maximum Amount of Bonds or Notes: \$427,500

Period or Average Period of Usefulness: 20 years

Down Payment:  
 \$22,500

USDA GRANT (Reimbursement based):  
 \$450,000

V. Purpose. Improvements to City public facilities, including engineering, design and permit services and City's share of improvement to parking lots at the Lambertville Public School/Ely Park facilities, including related work to curbing, grading, drainage, and storm water management, including expenses incurred in the planning, design and bidding thereof, and including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost: \$25,000

Estimated Maximum Amount of Bonds or Notes: \$23,750

Period or Average Period of Usefulness: 10 years

Down Payment:  
 \$1,250

VI. Purpose. Expansion, renovation, and replacement of City owned property, including but not limited to construction of Pole Building at the City's public works yard and renovation of existing space if needed, including related work to curbing, grading, drainage and storm water management, including expenses incurred in the planning, design and bidding thereof, and including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost: \$7,290

<u>(Exclusive of \$500,000 state appropriation on hand</u>	
<u>and previously appropriated pursuant to a Chapter 159 dedication</u>	
<u>Estimated Maximum Amount of Bonds or Notes:</u>	\$6,925
<u>Period or Average Period of Usefulness:</u>	30 years
	<u>Amount of Down Payment:</u>
	\$365

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose authorized herein is equal to the amount of the appropriation herein made therefor.

**Section 4.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

**Section 5.** The capital budget or temporary capital budget (as applicable) of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

**Section 6.** The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, is 18.03 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by

the authorization of the bonds and notes provided in this bond ordinance by \$1,361,538, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) The City reasonably expects to commence the acquisition of the improvement or purpose described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

**Section 7.** Any grant moneys received for the purposes described in Section 3 hereof, exclusive of the State Grant already appropriated herein, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

**Section 8.** The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**Section 9.** The City Committee hereby covenants on behalf of the City to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

**Section 10.** This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

## IX. ORDINANCES – SECOND READING

- a. Ordinance Number 02-2024: An Ordinance of the Lambertville City Code, 2014, Chapter 14, Street Openings, to Include a Provision to Prohibit Obstruction Without First Providing Notice to the City.

§ 14-1 **STREET OPENINGS.**

§ 14-1.1 **Permit Required for Street Opening.**

**[1990 Code § 14-1.1; Ord. No. 09-2011; amended 5-19-2022 by Ord. No. 09-2022]**

It shall be unlawful for any person to make any opening through or under the surface of any public City street or right-of-way for any purpose whatsoever without first obtaining a permit from the City. This includes construction of new sidewalks as well as openings in the cartway.

No person shall obstruct the free and lawful passage of pedestrians and vehicles on public sidewalks and upon public rights of way in the City of Lambertville by blocking or closing the right-of-way without first obtaining approvals from the Police Department of the City of Lambertville; except wherein they have applied for a Street or Sidewalk Permit or an Outdoor Seating Permit through the Clerk's Office.

All materials, debris, or items to be removed from any roof, patio, deck, or surface above the second floor (or a height of 12') shall be removed in a manner so as to be controlled or managed in a way that no debris or materials will land on the sidewalk, street, or public way. The use of debris chutes or other means to prevent materials from being blown in the wind shall be required. If construction permits for residential and/or commercial buildings are required, then these measures shall be in compliance with the International Code Council's requirements cited in the International Building Codes chapter for Safeguards During Construction.

Violations

§ 14-3.3 **Penalty.** [1990 Code § 14-3.3]

Any person violating the provisions of this section shall, upon conviction, be liable to the penalty established in Chapter 1, Section 1-5.

INTRODUCED FOR FIRST READING: January 18, 2024

PUBLIC HEARING AND SECOND READING: February 15, 2024

b. Ordinance Number 03-2024: An Ordinance Authorizing an Amendment to the Lease Agreement between the City of Lambertville and Wells Fargo Bank, N.A.

WHEREAS, the City of Lambertville (the "City") executed an agreement with the First Fidelity Bank N.A. North Jersey and its successors, which include Wells Fargo Bank, N.A. ("Wells Fargo"), dated April 30, 1990 (the "Lease Agreement"); and

WHEREAS, pursuant to the Lease Agreement, the City is granted certain leasehold rights to a parking lot property owned by Wells Fargo, located between Bridge Street, South Union Street, Ferry Street and Kline's Court (the "Property"); and

WHEREAS, the City has utilized the Property for public parking purposes since the Lease Agreement was executed; and

WHEREAS, pursuant to the terms of the Lease Agreement, the lease of the Property shall continue on a year-to-year basis unless terminated by either party ninety (90) days prior to the expiration of the annual term, which is defined as April 23 to April 22 of the following year; and

WHEREAS, Wells Fargo is proceeding with the sale of the Property, and therefore the City desires to memorialize the terms of an amendment to the Lease Agreement (the "Amendment") to provide for a month-to-month lease of the Property by Wells Fargo to the City, which may be terminated by either party upon 45 days' notice to the other, so as to ensure the opportunity for public parking at the Property continues until the Property is sold.

WHEREAS, Wells Fargo is proceeding with the sale of the Property, and therefore the City desires to memorialize the terms of an amendment to the Lease Agreement (the "Amendment") to provide for a month-to-month lease of the Property by Wells Fargo to

the City to ensure the opportunity for public parking at the Property continues until the Property is sold.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey as follows:

The Amendment to the Lease Agreement between the City and Wells Fargo is hereby approved.

The Mayor is authorized to execute the Amendment in the form substantially on file with the City Clerk.

INTRODUCTION AND FIRST READING: January 18, 2024

PUBLIC HEARING AND SECOND READING: February 15, 2024

#### X. CORRESPONDENCE

- a. NJ Transit Schedule of Public Hearings
- b. JCP&L Verified Petition to Establish a Rate for Rider Lost Revenue Adjustment, BPU Docket No. ER23110865

#### XI. BOARD APPOINTMENTS

- a. Zoning Board of Adjustment:

Kevin Brady (to replace Paul Bernstein)	12/30/2026
Alternate I - Wayne Brengel	12/31/2024
Alternate II - Monique Purcell	12/31/2025

#### XII. MAYOR'S UPDATES/ONGOING PROJECTS

#### XIII. ANNOUNCEMENTS

- a. Pet Registrations are due by February 29. Registrations received on or after March 1 will be charged the \$25 late fee.
- b. Landlord Registrations are due by March 31<sup>st</sup>. Registrations received on or after April 1, 2024, will be assessed the late fee.
- c. All City Offices are Closed on Monday, February 19, 2024, for Presidents' Day.
- d. Convenience Center Hours:
  - i. Saturday, March 2, and March 16 from 9 am to 12 noon.
  - ii. Wednesday, March 20, from 3 – 5 pm

#### XIV. PUBLIC PARTICIPATION

#### XV. ADJOURNMENT