

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

Tuesday, April 19, 2016

G. Bruce Ward, Executive Director  
Garth Moyle, Deputy Executive Director  
Fredric L. Bor, Esquire, Board Solicitor  
Andrew Weber, Esquire  
Claude Smith, Engineer  
Stella Johnson, Board Administrator  
Anita Thapa, Senior Accountant

B E F O R E:

Milton L. Smith, Chairman  
Gary L. Hill, Vice Chairman/Secretary  
John McGettigan, Treasurer  
William Lea, Board Member  
Edmund J. Colanzi, Board Member  
William K. Cheatham, Alternate

TAKEN BEFORE: JACQUELINE M. ZARRILLO,  
Certified Court Reporter of the State of New Jersey,  
License No. XI01786, at the ATLANTIC CITY MUNICIPAL  
UTILITIES AUTHORITY, 401 North Virginia Avenue,  
Atlantic City, New Jersey 08404, commencing  
at 10 a.m.

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## ATLANTIC CITY MUA

1                   MR. SMITH: Adequate notice of this  
2 meeting has been provided, as required by law, by  
3 mailing to the Press a list of the regularly  
4 scheduled meetings of the Board of Directors,  
5 including the notice of the regular meeting scheduled  
6 for April 19, 2016, at 401 North Virginia Avenue,  
7 conference room, Atlantic City, New Jersey. Copy of  
8 said notice was sent to city clerk to be posted. All  
9 of the aforesaid complies with Chapter 231 of the  
10 laws of 1975, known as open public meeting laws.

11                   Roll call?

12                   MR. BOR: Mr. Cheatham?

13                   MR. CHEATHAM: Here.

14                   MR. BOR: Mr. Lea?

15                   MR. LEA: Here.

16                   MR. BOR: Colanzi?

17                   MR. COLANZI: Here.

18                   MR. BOR: McGettigan?

19                   MR. MCGETTIGAN: Here.

20                   MR. BOR: Hill?

21                   MR. HILL: Here.

22                   MR. BOR: Smith?

23                   MR. SMITH: Here.

24                   MR. BOR: Quorum. Minutes have been  
25 distributed to the Board members. If there is any

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1 questions, let's hear it. If not, is there a motion?

2 MR. SMITH: Move them.

3 MR. MCGETTIGAN: Second.

4 MR. BOR: Mr. Lea?

5 MR. LEA: Yes.

6 MR. BOR: Colanzi?

7 MR. COLANZI: Yes.

8 MR. BOR: McGettigan?

9 MR. MCGETTIGAN: Yes.

10 MR. BOR: Hill?

11 MR. HILL: Yes.

12 MR. BOR: Smith?

13 MR. SMITH: Yes.

14 MR. BOR: Minutes carry.

15 MR. WARD: Mr. Chairman, we do have  
16 guests here this morning for abatements. If you  
17 would like to proceed with the abatements now?

18 MR. SMITH: Yes.

19 MR. WARD: Okay. First is Saul Solano,  
20 3509 Winchester Avenue.

21 MR. WEBER: You can sit right here.

22 MR. WARD: Good morning, Ms. Solano,  
23 how are you?

24 MS. SOLANO: Good, good.

25 MR. WARD: You're here for an

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1 abatement. And can you tell the Board what your  
2 situation was which brought you to filing an  
3 abatement request?

4 MS. SOLANO: Okay. I have the house  
5 for almost 17 years. This is the first time my bill  
6 come too high. And I -- I bring all the papers for  
7 the tenants and everything. Because I sent the  
8 plumber and everything to the house and he check  
9 everything. It's no leak in the house. It's nothing  
10 wrong in the house, on inside the house. And I don't  
11 understand the bill come, like 1,100 for three  
12 months. And that's my situation.

13 MR. WARD: So are you telling the Board  
14 that following the three months of what you would  
15 consider to be excessive usage, then you subsequently  
16 had the plumber?

17 MS. SOLANO: Yes.

18 MR. WARD: And the plumber has  
19 repaired?

20 MS. SOLANO: He repaired something, but  
21 he told me he don't understand why, because there is  
22 no to situation to the water bill too high.

23 MR. MCGETTIGAN: What is it normally?

24 MS. SOLANO: He changed the toilet, but  
25 the toilet don't have leak, nothing in there.

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1 MR. MCGETTIGAN: What's the normal  
2 bill?

3 MS. SOLANO: The normal is less than  
4 200.

5 MR. MCGETTIGAN: Less than 200 a  
6 quarter?

7 MS. SOLANO: For three months.

8 MR. MCGETTIGAN: And it's 1,100?

9 MS. SOLANO: Yes.

10 MR. SMITH: Did we send anyone out  
11 there to check the property?

12 MR. MCGETTIGAN: The meters?

13 MR. HILL: Did what?

14 MR. SMITH: Did anyone go out and check  
15 the property?

16 MR. MOYLE: We get the readings.

17 MR. SMITH: I know that.

18 MR. MOYLE: To make sure again, if you  
19 have a leak, how many quarters did you have this one?  
20 Did you get paid four quarters? The most you can get  
21 is four quarters if you have a leak, so if the leak  
22 continues, but it was -- I'm not -- I don't have the  
23 paperwork in front of me, but --

24 MS. SOLANO: This happened in December  
25 when I get the three quarters, because I do payments

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1 January, February and March, the three payments, but  
2 right now I don't get the new bill, you know, I check  
3 all the time and there is no leak and also I talk to  
4 the office, like the girl, to somebody to come to  
5 check, see if the meter is working, and he said it  
6 looks fine, but I don't know, I don't get the bill  
7 yet.

8 MR. MOYLE: So you want a bigger  
9 abatement or what do you want?

10 MS. SOLANO: The reason I come, because  
11 I don't know, you know, I feel like I pay too much  
12 money for three months. And I don't know if you can  
13 reduce them for the year from this credit.

14 MR. MOYLE: If the meter is fine --  
15 again, you can have it tested. And if it's fine, you  
16 pay. If it's working correctly, you pay for the  
17 test. If it isn't, it's our problem and we would  
18 adjust your bill, if that's what you mean? You think  
19 the meter is bad?

20 MR. WARD: And Ms. Solano, you live in  
21 Galloway and there is a tenant at 8 North; is that  
22 correct?

23 MS. SOLANO: Yes.

24 MR. WARD: It's difficult sometimes  
25 when you have a tenant, if they leave water running.

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1 Even though it's not a leak, you can still have a  
2 tenant that leaves running waster over and over, for  
3 example, leave the sink running and go out to the  
4 movies for, you know, the whole evening. That, you  
5 know, that can create quite an excess.

6 MS. SOLANO: That is what, the excess,  
7 what you say, because and --

8 MR. WARD: I'm just trying to describe  
9 what could be an additional excess use of water above  
10 and beyond your leakage. Because again, when you  
11 have tenants, they might not be as responsible as you  
12 are in your home in Galloway. That's all I'm saying,  
13 that's a possibility.

14 But again, your request today is for  
15 an abatement of \$706.86.

16 MS. SOLANO: Okay.

17 MR. SMITH: That is the only bill that  
18 was excessive?

19 MS. SOLANO: Yes.

20 MR. WARD: She said she had three  
21 months of somewhere in 1,100 a month.

22 MS. SOLANO: For three months.

23 MR. WARD: 1,100?

24 MS. SOLANO: Yeah, because I -- the  
25 tenants stay for at least three years, same tenants.



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1 And you know, I check every -- all the time because  
2 normal they come all the time to the house to check  
3 if everything is fine and the same tenants I had at  
4 least three years.

5 MR. SMITH: Give her the abatement.  
6 What is she asking for?

7 MR. BOR: 700.

8 MR. WARD: \$706.86.

9 MR. SMITH: And that's the first  
10 abatement?

11 MR. WARD: Yes.

12 MR. SMITH: Yes, motion she get the  
13 abatement.

14 MR. HILL: I'll second it.

15 MR. BOR: And we have a second.

16 Mr. Lea?

17 MR. LEA: Yes.

18 MR. BOR: Colanzi?

19 MR. COLANZI: So the abatement's for  
20 the 706?

21 MR. BOR: 706.

22 MR. COLANZI: Yes.

23 MR. BOR: McGettigan?

24 MR. MCGETTIGAN: Yes.

25 MR. BOR: Hill?

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1 MR. HILL: Yes.

2 MR. BOR: Smith?

3 MR. SMITH: Yes.

4 MR. WARD: Abatement is approved. The  
5 staff outside will be able to assist you once this  
6 paperwork comes in.

7 Okay. Next is Brights Villa, and we  
8 would have Mr. Garrett, Jelani Garrett. That would  
9 be 8.a(2).

10 MR. GARRETT: Good morning.

11 MR. WARD: Good morning, Mr. Garrett.  
12 How are you?

13 MR. GARRETT: Good.

14 MR. WARD: Mr. Garrett had indicated to  
15 me by telephone and e-mail that he noticed a property  
16 that I believe you assist in the management?

17 MR. GARRETT: I'm the management agent  
18 of north and south.

19 MR. WARD: As a point of reference, Mr.  
20 Garrett was the former Deputy Director of the  
21 Atlantic City Housing Authority and this is a  
22 separate capacity now that he's involved in Brights  
23 Villa, but he did indicate to me that he had noticed  
24 some additional water consumption on the Brights  
25 Villa property. I advised Mr. Garrett to not only

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1 try to address, and I think they're 54 units?

2 MR. GARRETT: 57.

3 MR. WARD: 57 units, that he would have  
4 to have his plumbers go in and see if they could find  
5 the problem. And then at the same time come in for  
6 an abatement, which he has notably filed. So would  
7 you like to tell the Board what your findings were in  
8 terms of your plumbing and how this is perhaps  
9 resolved?

10 MR. GARRETT: Absolutely. Just to  
11 reiterate, what I did notice, is what between the  
12 time of the previous quarter and the same time last  
13 year, the usage essentially doubled.

14 So you were very gracious in guiding  
15 me through the process. We did check all 57 units  
16 and found five leaks, actually seven toilets, four  
17 bathtubs, and we repaired and replaced all of the  
18 leaks that we found.

19 MR. WARD: Okay. So we are now at the  
20 point of request for a resolution at \$4,609.37. That  
21 would be for Brights Villa and again, 56 units.

22 MR. HILL: I'll make a motion to  
23 accept.

24 MR. BOR: We need a second, gentlemen.

25 MR. MCGETTIGAN: Second.

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1 MR. BOR: Mr. Lea?

2 MR. LEA: Yes.

3 MR. BOR: Colanzi?

4 MR. COLANZI: Yes.

5 MR. BOR: McGettigan?

6 MR. MCGETTIGAN: Yes.

7 MR. BOR: Hill?

8 MR. HILL: Yes.

9 MR. BOR: Smith?

10 MR. SMITH: Yes.

11 MR. GARRETT: Thank you, very much.

12 Just as a point of reference, does that come as a  
13 credit on bills in the future?

14 MR. WARD: Yes.

15 MR. MOYLE: It will be --

16 MS. THAPA: You could either request a  
17 check or if you want a credit, then we'll give a  
18 credit. Usually an abatement, we would publish a  
19 check, but if you wanted a credit?

20 MR. WARD: Paperwork will be out there.

21 MR. GARRETT: Cool, I appreciate it.

22 MR. WARD: Okay. We are now at Chabad  
23 Synagogues.

24 MR. BOR: Chabad.

25 MR. WARD: Thank you. 8.a(3) and we

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1 have with us Mr. Rabbi Rapoport, Rabbi Rapoport. And  
2 this would be resolution 8.a(3).

3 Mr. Rapoport, would you tell the Board  
4 what was the experience with the excessive  
5 consumption and your finding and how that may have  
6 been resolved.

7 RABBI RAPOPORT: We recently took  
8 possession, building 14 South Tennessee Avenue.

9 MR. WARD: Was it 14 or 16?

10 RABBI RAPOPORT: 14 and 16. One  
11 building has two addresses. Then we noticed a very  
12 large bill for 16. And then we realized that 16,  
13 first of all, they're not occupied, so there was  
14 really no use. It was little use, some cleaning work  
15 and some carpet and so on, but we closed all the  
16 water and then we opened 16. And we didn't get any  
17 water in 16. Then we closed 16 and we opened 14. We  
18 got water in both. At some point they must have been  
19 connected, the two sides of the building. The two  
20 sides of the buildings are connected to 14, so 14  
21 gives the water to the building and 16 does nothing.

22 But I understand that new meters were  
23 put in and they were checked in the past at this  
24 location. So the conclusion we came to, there must  
25 be a break. We're not getting any water when the

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1 water is on on 16, and I guess it's gone, lost  
2 someplace underground and that's our experience. So  
3 we would like an abatement.

4 MR. WARD: Did you have this adjusted?  
5 Did you have a plumber come in and make the repair?

6 RABBI RAPOPORT: It's under the ground.  
7 And at this point, if we have water in both sides of  
8 the building, it's fine for us. We're not looking to  
9 repair anything and we actually asked for the meter  
10 to be taken out of 16.

11 MR. MOYLE: But the thing about this,  
12 this is only in the tax records, there is only 14.  
13 That's the only address. There is no 16 in the tax  
14 records.

15 RABBI RAPOPORT: But there is a meter.

16 MR. MOYLE: Right. What probably  
17 happened years and years ago, someone, whoever owned  
18 that property, wanted another meter, maybe because it  
19 is a side-by-side and they wanted to charge each  
20 property its own water, but you're right, 14 property  
21 will feed both sides, but I would bet, and precedes  
22 me being here, probably they wanted to be able to  
23 separate the bill so they put in another service.

24 RABBI RAPOPORT: Yet it's not reaching  
25 anything.

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1 MR. MOYLE: You're probably right  
2 there. Must be a break between the meter and the  
3 building.

4 RABBI RAPOPORT: Our purposes right  
5 now, breaking open the ground and try to find that,  
6 there is no purpose for us.

7 MR. MOYLE: Again, you only get one  
8 abatement and I think the meter has been pulled and  
9 that 16 is done.

10 MR. WARD: Okay.

11 MR. MOYLE: Eventually maybe we'll kill  
12 it.

13 MR. WARD: Whoever the next owner is  
14 coming in at 16.

15 RABBI RAPOPORT: Technically they  
16 wouldn't have had to do anything.

17 MR. MOYLE: They do have water.

18 RABBI RAPOPORT: 14 feeds 16 also.

19 MR. WARD: Is the leak being resolved,  
20 so the new owner comes in and has a leak ongoing?

21 MR. MOYLE: 16 is off and the meter is  
22 pulled.

23 MR. WARD: So the leak was in 16?

24 MR. MOYLE: Right.

25 RABBI RAPOPORT: If they would want to

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1 have a separate meter for 16 at some point, fine.  
2 We'll deal with it then, but right now we have no  
3 reason to do that. And we don't have the money  
4 either to try to break the ground open.

5 MR. MOYLE: Right.

6 MR. WARD: So on our records we had a  
7 14 and a 16?

8 MR. MOYLE: Yeah. They must have done  
9 something to differentiate it when they put in a  
10 separate service and there is probably some kind of  
11 interconnection between these two. There is still  
12 some use, by the way, on 14.

13 RABBI RAPOPORT: Yeah, 14 is being  
14 used.

15 MR. MOYLE: I thought you said the  
16 entire building was empty?

17 RABBI RAPOPORT: Different things are  
18 being done.

19 MR. MOYLE: Yeah, so we're clear.

20 RABBI RAPOPORT: 14 is fine.

21 MR. WARD: So in the future, we might  
22 want to put a note on the 16 file, so that a new  
23 person coming onboard asking for water service would  
24 be advised that there might be a leak or something at  
25 that property, and that would be something that might



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1 not be visible to a property inspector, but would be  
2 responsible on our part to be able to note that in  
3 that condition of the property.

4 MR. MOYLE: We'll put a note, if they  
5 go to a closing and they call about it, we'll tell  
6 them again, they're -- all they'll going to be  
7 interested in is 14 South, because there is no 16  
8 South, really.

9 MR. WARD: There is no wall separating?

10 MR. MOYLE: There is.

11 RABBI RAPOPORT: I remember years ago,  
12 years ago, I remember there was a way to walk from 14  
13 to 16.

14 MR. MOYLE: According to the tax  
15 records, there is no 16 South.

16 RABBI RAPOPORT: It's one building.

17 MR. MOYLE: It's one building. I would  
18 think that the MUA did that just to differentiate it  
19 way back when, instead of putting 14-A, they put 16.

20 MR. SMITH: My concern, is it still  
21 leaking?

22 MR. MOYLE: No, it's not because it's  
23 been shut off.

24 MR. SMITH: And the meter is out?

25 MR. MOYLE: And the meter is out.

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1 MR. WARD: You understand what I'm  
2 saying, if it's a duplex kind of thing and somebody  
3 gets one-half, I just think --

4 MR. MCGETTIGAN: We're capped and off.

5 MR. SMITH: As long as it's not still  
6 leaking.

7 MR. MCGETTIGAN: We're not feeding it  
8 any water, so it won't leak until they open it up.

9 MR. WARD: It's interesting.

10 MR. BOR: We're looking for an  
11 abatement of \$629.41, 8.a(3).

12 RABBI RAPOPORT: Does that take us back  
13 to July or so? Does that work?

14 MS. THAPA: We'll have the check in the  
15 mail.

16 RABBI RAPOPORT: No, no.

17 MR. WARD: He wants to know how far the  
18 abatement goes back.

19 RABBI RAPOPORT: Technically speaking,  
20 from the time we took possession in July, we never  
21 received any water.

22 MR. HILL: It says the first quarter.

23 MS. JOHNSON: I can get David to answer  
24 that question.

25 MR. HILL: It says the first quarter of

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1 '16.

2 MR. MOYLE: Again, it could have been  
3 going straight into a drain or something. The  
4 heating system, there is a heating. The valve could  
5 have been stuck open and could have been going  
6 straight to drain.

7 RABBI RAPOPORT: 16?

8 MR. MOYLE: Anywhere in the building,  
9 automatic, the valve that brings that water in, if  
10 the pressure dips --

11 RABBI RAPOPORT: Actually, we watched  
12 the sewer. There was no water going through at any  
13 point, even when we open 14 up. The water wasn't  
14 going through the 16 drain. In other words, is it  
15 the same box, I guess water. There is a meter  
16 anyway, so I'll leave it up to you.

17 MR. WARD: We are looking at second,  
18 third and fourth quarter of 2015 and the first  
19 quarter of 2016.

20 MR. HILL: That would make sense, the  
21 end of the summer.

22 RABBI RAPOPORT: Okay.

23 MR. HILL: I'll make a motion to  
24 accept.

25 MR. SMITH: Second.

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1 MR. BOR: Mr. Lea?

2 MR. LEA: Yes.

3 MR. BOR: Colanzi?

4 MR. COLANZI: Yes.

5 MR. BOR: McGettigan?

6 MR. MCGETTIGAN: Yes.

7 MR. BOR: Hill?

8 MR. HILL: Yes.

9 MR. BOR: Smith?

10 MR. SMITH: Yes.

11 MR. WARD: Your abatement is approved.

12 RABBI RAPOPORT: Thank you. I wish you  
13 a Happy Passover and good luck in your works, the  
14 source of life for Atlantic City.

15 MR. WARD: If we want to finish out  
16 abatements, that would be 8.a(4) and (5), unnecessary  
17 to appear. (4) would be Schultz and Hill, (5) would  
18 be Ann Tran and Lena Pham. They would be resolutions  
19 8.a(4) and 8.a(5).

20 MR. SMITH: Move them.

21 MR. MCGETTIGAN: Second.

22 MR. WARD: Gary can't vote.

23 MR. BOR: You're recused.

24 Mr. Lea?

25 MR. LEA: Yes.

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1 MR. BOR: Colanzi?

2 MR. COLANZI: Yes.

3 MR. BOR: McGettigan?

4 MR. MCGETTIGAN: Yes.

5 MR. BOR: Smith?

6 MR. SMITH: Yes.

7 MR. GUARINO: Excuse me, I was here to  
8 discuss something. Dave told me to come today.

9 MR. WARD: I'm sorry, I didn't catch  
10 your --

11 MR. GUARINO: Steve Guarino,  
12 G-U-A-R-I-N-O.

13 MR. WARD: Steve Guarino. Okay, sir,  
14 come up.

15 MR. GUARINO: Am I on the list?

16 MR. WARD: No, I mean you're not on the  
17 list, because you're a concerned citizen, but the  
18 gentleman previous to you had a specific abatement.

19 MR. GUARINO: Mine is specific, but  
20 those were applications in advance, that's what I'm  
21 saying.

22 Good morning. Thank you. My property  
23 is 620 Arctic Avenue, and I've been buying properties  
24 in the last year and I purchased 15 of them this year  
25 so far. And trying to get them up and running and

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1 back in use and un-boarded.

2 And this particular property I bought  
3 at auction in January of 2015, and it went to  
4 closing. I got clear title, and before closing, I  
5 requested the meter to be -- the water to be shut  
6 off, the water and the sewer to be shut off and all  
7 bills brought to date. And they assured me that that  
8 happened.

9 I went to restart the renovations about  
10 six weeks ago at that property, and that came time to  
11 be able to get the water back on for the workers to  
12 work and do what they have to do. And I came down  
13 here and they informed me that the meter cover had  
14 been cemented over, and he said that he would break  
15 down through. And it was evidently the gas company  
16 put a new line in and they cemented over where the  
17 water access is.

18 Upon going in, the water company  
19 discovered there in fact was no meter there and then  
20 they found out in order to reestablish water service,  
21 that there would have to be a brand-new pipe to the  
22 main and a new meter, and it would be my expense.

23 And I said, Well, do you have a record  
24 of pulling that meter or the pipe breaking or capping  
25 that pipe?

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1           And they said, The gas company does  
2           that all the time, and they cap it themselves and  
3           they have the same tools and all the abilities that  
4           the water company has, so no one gets notified. So  
5           that property has been sitting there, according to  
6           the records, 2013 they actually pulled the meter.

7           So what now what they're asking me to  
8           do is not only pay for all of the water for each  
9           quarter from then, but also to pay to reinstall a new  
10          brand-new service. And that property has been there  
11          for 100 years, and I don't understand why it can't  
12          have access to water without me paying almost \$6,000.

13          MR. WARD: Let me, first of all, ask a  
14          couple of questions. Then I'm going to turn it over  
15          to operations.

16          At closing you went to a title  
17          organization, correct?

18          MR. GUARINO: Correct.

19          MR. WARD: Title organization notifies  
20          us, as well as other utilities, of a change of  
21          ownership?

22          MR. GUARINO: Correct.

23          MR. WARD: At that point, how is it  
24          that you were billed for water following closing if  
25          you've had the water turned off?

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1 MR. GUARINO: I wasn't billed.

2 MR. WARD: You just told us -- I'm  
3 sorry, you said you had a \$6,000 bill?

4 MR. GUARINO: No.

5 MR. WARD: I'm sorry.

6 MR. GUARINO: The application for meter  
7 is installation to get service reconnected is  
8 quarterly minimums 2013 to 2016.

9 MR. WARD: I see what you mean.

10 MR. GUARINO: \$2,051, and then for  
11 street service renewal \$3,429, and \$115 to reset a  
12 meter that doesn't exist, and the year of service  
13 that was established was 1937. There is a total of  
14 \$5,595.

15 MR. WARD: Okay. I guess one of the  
16 things that we can start to investigate is what is  
17 the culpability of the gas company, if any, with  
18 respect to cementing over top of the meter pit or  
19 forcing a situation where we may have to install a  
20 new lateral.

21 Have we had this experience before?

22 MR. MOYLE: Not that I know of. I  
23 haven't heard a whisper of this either, but again,  
24 it's going to be hard to prove it, because they've  
25 got people like Kiely doing their work for them, who



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1 will deny it, but as to does a service lateral  
2 disappear in 2013 and they were in the area and we  
3 have no proof, because we don't have enough people to  
4 be with them constantly.

5           Again, do they usually -- have I known  
6 them to wreck something and kill it? Not really.  
7 They usually call us and we have to do something with  
8 it. But if water was leaking out there and to try to  
9 find the service again, maybe we were in the wrong  
10 location. I can't believe we were, but maybe we  
11 were.

12           But a 1937 service is past its useful  
13 life anyway. Again, if you've been watching the news  
14 at all, the big lead scare that's going on. And  
15 something that old may have a lead tail piece and  
16 that's maybe why it was killed by them. If they were  
17 close enough to the main that they got that and  
18 nipped it, all they had to do was shut off the  
19 corporation that goes into the pipe, shut that off  
20 and it's dead.

21           But 1937, once that meter was pulled,  
22 we go out there and check to see if it was copper.  
23 And if it wasn't, you would still be replacing it,  
24 because an old galvanized piece of pipe, it's not a  
25 good thing. It's done its job, it's over. So if

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1 that number were right, you would still be asked to  
2 put in a new service.

3 MR. GUARINO: I got 15 other properties  
4 and all about the same age, if not older. And this  
5 is the only one that has the problem. They didn't  
6 have special pipes for those properties and not this;  
7 they would be all the same.

8 MR. MOYLE: Again, here is the other  
9 thing. Until that meter is pulled and this thing is  
10 shut down, it just keeps turning over the property.  
11 The property can go from him to me to him, but once  
12 you pull it, we look at it. Because again, there is  
13 that thing, it's past its useful service life.

14 And again, I don't know how you bought  
15 those properties, if the meters were pulled or not.  
16 I don't know what age was on those. Anything after  
17 circa 1955 or '60 is copper and that will last  
18 usually a good long time unless you get into some  
19 very aggressive soil, but either way if this thing  
20 were an old piece of galvanized pipe, if they can't  
21 find it, I haven't heard anything about this yet. I  
22 can look and see what's going on and have them go and  
23 try to find it and maybe our records are wrong and  
24 it's copper that was put in at some time. I'm not  
25 saying that never happened, but if their theory is

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1 right, and I can't say that I really truly believe  
2 that the people doing work for the gas company hit it  
3 and just shut it off. That's, again, that's not  
4 something we did either.

5 MR. WARD: If I can make the  
6 suggestion, sir, we have some very experienced people  
7 in terms of streets and knowledge and so forth and so  
8 on. If you would give us maybe a month to have our  
9 crew go to this location, pull up what we can in  
10 terms of findings, check all the records in terms of  
11 mark outs and so forth and so on, perhaps even  
12 contact the gas company and see whether or not their  
13 records show any intrusion, you know, into your area,  
14 but give us -- this is the first time we're hearing,  
15 but I'm asking you to give us an opportunity to  
16 investigate further.

17 Because I can understand your  
18 frustration. And again, if you're trying to, you  
19 know, assist the city, taking some of these  
20 distressed properties and bring them back to life,  
21 we're not unreasonable people. We want to try to do  
22 the best that we can, but we just need to have an  
23 opportunity to gain more factual evidence about  
24 what's going on.

25 MR. GUARINO: And I understand that.

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1 And it's not really frustration; it's just confusion  
2 and I need some kind of resolution and I appreciate  
3 the fact that you recognize the fact that I'm trying  
4 to help the city and revitalize it.

5 But to address this gentleman's point,  
6 whether it be, you know, it could have been copper,  
7 it could have been lead, it could have been clay, I  
8 don't know, but as you just said, you don't know  
9 either. I have property at 1016 Ohio and that  
10 property was constructed in 1923 and that -- and they  
11 had to check that and that was copper, so there is no  
12 indication yes or no that that pipe at Arctic Avenue  
13 wasn't in fact a valid pipe that wouldn't have to be  
14 replaced. So for you to say you would have to  
15 replace it anyway, that's just speculation.

16 And I appreciate, you know, both of you  
17 being able to say, let's take some time and look at  
18 it. However, the one problem I have is, I need  
19 water.

20 MR. WARD: You got workers out there?

21 MR. GUARINO: I need to get water there  
22 and this bill, this estimate is broken down into two  
23 parts. One is back payment for quarterly that I  
24 didn't own the property. I would like to use your  
25 term, not your term, but the terminology I heard to

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1 get that abated or eradicated so I don't have to pay  
2 that.

3 MR. MOYLE: We are a public entity.  
4 What you're doing is buying into the system, but the  
5 thing is, there is two ways this can go. There is a  
6 connection fee at 225 gallons a day for a house,  
7 times almost 13 bucks a gallon. That's the one way,  
8 which is, do the math, 3,700 bucks, or you pay the  
9 quarterly minimums up to ten years.

10 Because we're a public entity and  
11 everybody in this system, really, we're owned by the  
12 rate payer in this city owns part of this, I do, and  
13 you're paying to get back in good standing as one of  
14 the owners of the system. And again, this must be a  
15 commercial property, for about --

16 MR. GUARINO: It's mixed use, has  
17 commercial property on the first floor, which will  
18 never be used as commercial property, and it has four  
19 apartments.

20 MR. MOYLE: Well, if you're not going  
21 to use that as commercial property, if you're willing  
22 to -- I don't know if you're going to turn that into  
23 an apartment?

24 MR. GUARINO: I can't. I have no plans  
25 for it right now. I just want to have the

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1 apartments.

2 MR. COLANZI: I always understood that  
3 if you had bills that you didn't pay for, it proved  
4 that the waterline was operating. And if in fact  
5 your, if in fact your meter was active and bills were  
6 being issued to it, then you don't need a -- what's  
7 the name, charge the \$3,700.

8 MR. HILL: Connection.

9 MR. WARD: But the meter was removed.  
10 In this particular case, the meter was removed, so  
11 there was no water going in.

12 MR. COLANZI: My question is, can you  
13 charge him as a new customer and ask him to pay the  
14 back money when he didn't own it?

15 MR. SMITH: He's not going to be  
16 charged the back money.

17 MR. MOYLE: This has been the system  
18 since circa 1980, yes. Again, it's either connection  
19 fee or in lieu of connection fee, which is what that  
20 is. Again, if you went to hook your garage up again,  
21 you would either pay a connection fee or you would  
22 pay in lieu of up to ten years.

23 That's why, as you remember, that's why  
24 you were told to keep paying those bills those many  
25 years, but it's one or the other.

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1 MR. COLANZI: That's my questions, it's  
2 one or the other. You know what that says to me, I  
3 don't have to pay both of them; I'm only going to pay  
4 one of them.

5 MR. MOYLE: Correct.

6 MR. COLANZI: Which one does he have to  
7 pay?

8 MR. MOYLE: He's paying in lieu of  
9 connection fee. It could be, for what he describes  
10 the building like that, he would be paying \$7,500,  
11 plus.

12 MR. COLANZI: If he paid the quarters?

13 MR. MOYLE: If he paid the connection  
14 fee for that building, the connection fee on that  
15 building.

16 MR. COLANZI: I haven't given him a  
17 bill for that.

18 MR. MOYLE: It's right there. He's  
19 paying back to get in good standing as a customer.  
20 It's the street service and in lieu of connection  
21 fee, the quarters, '13, '14 and '15 are whatever they  
22 were, the quarters that this building wasn't paying  
23 its water bill.

24 MR. COLANZI: Connection fee is one of  
25 the two bills.

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1 MR. MOYLE: It is and it isn't, but  
2 it's connection fee, but it's a lot cheaper. It's in  
3 lieu of the connection fee, I call it, for an  
4 alternate connection fee. It's bringing this  
5 property back into good standing back onto the  
6 system.

7 MR. COLANZI: And the two bills are in  
8 place of a brand-new connection fee?

9 MR. MOYLE: Absolutely, which would be  
10 a lot more.

11 MR. COLANZI: That's always confusing  
12 to me.

13 MR. MOYLE: You could save some money,  
14 too. We could probably do that instead of charging  
15 him for a commercial mixed use, if it's not mixed  
16 use, we could charge him for the four apartments,  
17 which would be cheaper, a lot cheaper. Well again,  
18 it would be cheaper.

19 MR. HILL: Because it's not commercial?

20 MR. MOYLE: At least 50, 75 bucks a  
21 quarter cheaper.

22 MR. MCGETTIGAN: Makes sense.

23 MR. MOYLE: There are R.

24 MR. SMITH: Get this moving on.  
25 Investigate it, Garth, and have a resolution by next



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1 Board meeting, please. Thank you.

2 MR. MOYLE: I'll give it a shot.

3 MR. GUARINO: What can I do to get  
4 water?

5 MR. SMITH: What can they do?

6 MR. MOYLE: There are payment plans.

7 MR. GUARINO: That was another thing  
8 that was suggested. I was told the Board would never  
9 give me a break, that I would have to pay three years  
10 of property that I didn't own, however, that I could  
11 possibly make -- work out a payment plan.

12 MR. MOYLE: Right.

13 MR. SMITH: We'll work that out for  
14 you.

15 MR. HILL: Absolutely.

16 MR. SMITH: That would be worked out  
17 for you, but give us a month or so.

18 MR. MOYLE: If he needs it now, you  
19 could do a resolution for some kind of payment plan.  
20 We'll go with R-2 four units, instead of a mixed use.  
21 That will save some money and we'll go out and  
22 initiate service.

23 MR. GUARINO: If you could find  
24 something that's going to resolve it and adjust it  
25 later, if that's say, this is what you're going to

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1 pay, let me start paying now and if there is a credit  
2 to be had later on. If not, I got to pay.

3 MR. MOYLE: Standard could be a yearly  
4 payment plan, whatever this number turns out to be,  
5 divided by 12, and you would make one payment and you  
6 would have to make it monthly again, if the payments  
7 stop.

8 MR. WARD: You can't go more than one  
9 year.

10 MR. MOYLE: Not usually. Again, it's  
11 up to the Board. I'm just saying what normal  
12 practice is.

13 MR. WARD: It's no interest, too.

14 MR. HILL: We don't charge you  
15 interest.

16 MR. MOYLE: Interest free. After a  
17 while, it gets hard to track these things a little  
18 bit, so that may have been part of why it's only been  
19 a year historically, but they'll try to work with  
20 you.

21 MR. WARD: Is there a phone number for  
22 you?

23 MR. GUARINO: (609) 923-3201.

24 MR. HILL: You would like a resolution  
25 for the payment plan, correct?

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1 MR. WARD: Do a resolution for the  
2 payment plan.

3 MR. BOR: We don't know what the number  
4 is going to be.

5 MS. JOHNSON: Is his property 620  
6 Arctic Avenue?

7 MR. WARD: Yes.

8 MS. JOHNSON: You have a resolution  
9 before you, 8.d.

10 MR. GUARINO: Whatever the number is  
11 over a two-year period first?

12 MR. WARD: I didn't see 8.d.

13 MR. HILL: It's there now.

14 MS. JOHNSON: Go back to where the  
15 abatements were Steve Guarino, yes.

16 MR. MCGETTIGAN: What's the prepared  
17 resolution say?

18 MR. BOR: What's the amount we're  
19 dealing with?

20 MR. MOYLE: Right now it's \$500, about,  
21 plus or minus.

22 MS. THAPA: 55.

23 MR. GUARINO: 5,595, but if you're able  
24 to adjust for the four units and use that number and  
25 whatever adjustments there are.

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1 MR. BOR: We're dealing with 5,595; is  
2 that the number we're dealing with?

3 MS. JOHNSON: Yes.

4 MR. HILL: Yes, that's what he's  
5 saying, yes.

6 MS. THAPA: Yes.

7 MR. BOR: Divided by 12.

8 MS. JOHNSON: And it's broken down on  
9 the resolution.

10 MR. HILL: \$466.25 a month.

11 MR. BOR: Interest free for a year.

12 MR. GUARINO: Can we try to get it for  
13 two years? Anyone want to vote on that?

14 MR. HILL: Not in our situation, no.

15 MR. SMITH: We don't want to set a  
16 precedent. We've only been doing it for one year  
17 interest free.

18 MR. GUARINO: Everything goes on  
19 precedent and you get a precedent charging people for  
20 three years of stuff that I didn't own the building,  
21 so why don't you break the precedent?

22 MR. SMITH: We're not trying to charge  
23 you any more than we've charged anyone else. I'm  
24 saying we're not here to hinder you.

25 MR. GUARINO: I'm trying to reestablish

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1 something good for the city and because of no fault  
2 of mine, I'm being penalized. And you know, I'm  
3 trying to sink every dime I got into doing this and  
4 we're only talking a couple hundred dollars, but a  
5 couple hundred dollars to me is a lot.

6 MR. WARD: We are regulated by the  
7 State of New Jersey and our rules, rates and  
8 regulations for this year, of which these charges are  
9 rated on, have been sent to the state, and that's the  
10 only authorization that we can operate under. And  
11 again, we're able to provide this without any  
12 interest whatsoever. It's a straight payment of  
13 \$466.25.

14 MR. GUARINO: Then charge me interest.

15 MR. WARD: We can't.

16 MR. GUARINO: I got to borrow money at  
17 14 percent. What do I care, interest for you guys,  
18 when I get extended payment? To me, I'm being held  
19 hostage, have to pay to reconnect a line that should  
20 have been there. Every other homeowner and property  
21 owner has water access.

22 MR. WARD: I can only do this. I can  
23 refer you to our rules, rates and regulations, which  
24 are on our website, where you can become comfortable  
25 with them. And those are the rules, rates and

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1 regulations that we are authorized to go by by the  
2 state.

3 MR. GUARINO: You guys are working  
4 within the rules. I'm asking you guys to make some  
5 kind of decision. I saw four or five people before  
6 me that all got breaks. I'm not getting any break  
7 and I'm investing heavily in this city and I'm paying  
8 a lot of water bills each month. And all I'm doing  
9 is asking for a little consideration. I mean, I  
10 couldn't even finish my sentence with this gentleman  
11 here. I don't think it's fair.

12 MR. MCGETTIGAN: No disrespect, but all  
13 of the people fell in the guidelines of rules, rates  
14 and regulations. They weren't given any breaks.  
15 They were in the rules, rates and regulations.  
16 That's no disrespect for you.

17 MR. SMITH: I understand how you feel.

18 MR. MCGETTIGAN: We're treating you  
19 exactly the same way.

20 MR. WARD: You have a leak in apartment  
21 three and you don't disclose it, and for a couple of  
22 months, you can come back and request an abatement.

23 MR. HILL: If you never had an  
24 abatement, we would give it to you.

25 MR. WARD: We treat you like everybody

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1 else.

2 MR. GUARINO: I didn't mean for it to  
3 come out like that.

4 MR. SMITH: I understand your  
5 frustration.

6 MR. COLANZI: When you own a piece of  
7 property, aren't you protected by the title company  
8 that you went to?

9 MR. GUARINO: You would think so.

10 MR. COLANZI: Have you talked to them?

11 MR. GUARINO: I didn't talk to them.

12 MR. COLANZI: I don't understand how  
13 you have to pay for something you never owned.

14 MR. GUARINO: Thanks.

15 MR. COLANZI: At the same token, if  
16 that's the rules, that's the rules. When you go to  
17 buy property in the title company, I would think  
18 they're guaranteeing that there are no debts they  
19 didn't tell you about.

20 MR. GUARINO: Right.

21 MR. COLANZI: They never brought it up  
22 that this money was owed?

23 MR. GUARINO: No, no.

24 MR. COLANZI: I also assume when you go  
25 into these places, you have an attorney?

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1 MR. GUARINO: Yes.

2 MR. COLANZI: I would ask him what  
3 responsibilities they had when that property was  
4 sold, to tell you there was a debt. And if the debt  
5 is their problem, it might be their problem.

6 MR. WARD: It could have been adjusted  
7 in the sales price. That's due diligence to know  
8 exactly what you're purchasing.

9 MR. GUARINO: If I may, I understand  
10 what -- I heard what you say and I didn't go into  
11 that particular title company. I went to two other  
12 title companies and asked them, so you could get some  
13 due diligence on the building, and they said no way  
14 in the world is the title company responsible for it.

15 MR. COLANZI: What did your lawyer tell  
16 you?

17 MR. GUARINO: I haven't spoken to him  
18 yet. That went directly to the title company.

19 MR. SMITH: Let's have you come back,  
20 as I suggested earlier.

21 In the meantime, Garth, how can we get  
22 him some water?

23 MR. MOYLE: We'll go back out and try  
24 to locate the old one. If they didn't find it the  
25 first time, I don't know how much luck we'll have the



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1 second time. And if it's not there, if everything  
2 has been agreed to, we would start putting in the  
3 water service, have a new service put in.

4 MR. SMITH: And let him pay a certain  
5 amount a month?

6 MR. MOYLE: Whatever it is, whatever  
7 the agreement is, he would have to pay.

8 MR. SMITH: He would have to agree with  
9 that.

10 MR. GUARINO: Give me the number.

11 MR. MCGETTIGAN: You're going to agree  
12 to four apartments?

13 MR. MOYLE: Right.

14 MR. MCGETTIGAN: We will work the --  
15 rework the numbers at that level, which would  
16 decrease his cost, okay?

17 MR. MOYLE: Yes, whatever, yes.

18 MR. MCGETTIGAN: Just a little math has  
19 to be done.

20 MR. WARD: What does he do, go see  
21 Dave?

22 MR. MOYLE: I would hope so. There is  
23 always something coming up. I haven't heard a  
24 whisper of this problem.

25 MR. GUARINO: Should I tell him now

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1 what the situation is, or does he have to wait for a  
2 decree from you guys?

3 MS. JOHNSON: I'll convey it.

4 MR. MOYLE: If you agreed to this, he  
5 can start setting up and take one last look and we'll  
6 try to schedule this as quickly as we can.

7 MR. GUARINO: But to put me in the work  
8 schedule.

9 MR. MCGETTIGAN: Right.

10 MR. GUARINO: I want to try to get it  
11 in a timely fashion.

12 MR. MOYLE: We'll try to get it as  
13 quickly as we can. Again, what we do is we farm  
14 these out to a contractor. He usually does two or  
15 three, and we'll see if he has two or three that  
16 he'll come do fairly quickly.

17 MR. GUARINO: Thank you so much. I  
18 appreciate it. Have a good day.

19 MR. WARD: Okay. Where are we?

20 MR. HILL: We don't have to pass this  
21 because he didn't agree to it?

22 MR. BOR: No.

23 MR. WARD: And he still may have other  
24 charges that he's not sure about. We'll try to work  
25 with him.

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1                   We're back into the Executive  
2 Director's report. We received Chefs at the Shore  
3 notice of an event coming up and that would be on  
4 June the 23rd. Have some time to think about that.

5                   I would like to announce society of Phi  
6 Delta Kappa, Incorporated will be honoring  
7 Mr. William K. Cheatham for community services on  
8 Saturday, June 11th and I will certainly, God  
9 willing, be in attendance to share the evening with  
10 you, sir.

11                   MR. CHEATHAM: Thank you, very much.

12                   MR. WARD: Personnel minutes.  
13 Personnel committee had its meeting. Any questions  
14 on personnel minutes? A lot of activity there.

15                   We're going to continue with the  
16 engineering committee meeting. Minutes should be  
17 attached on engineering and Mr. Smith will be making  
18 his presentation on that.

19                   Financial report is attached, and shut  
20 offs. Any questions? Looking good.

21                   Okay, Director's Forum.

22                   MR. MCGETTIGAN: Are we going to take  
23 up the City of Atlantic City in Closed Session?

24                   MR. WARD: Yes.

25                   MR. BOR: That's an attachment that

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1 goes along with the ethics complaint I prepared. All  
2 those are attachments that are --

3 MR. MCGETTIGAN: With this? So we're  
4 going to speak about this?

5 MR. BOR: Yes.

6 MR. WARD: We've heard from the public.  
7 We're at 7.a to accept bids. We have repairs for  
8 utility openings and that would be at 7.a(1).

9 MR. MCGETTIGAN: I make that motion.

10 MR. WARD: Is there a second?

11 MR. SMITH: Second.

12 MR. BOR: Mr. Lea?

13 MR. LEA: Yes.

14 MR. BOR: Colanzi?

15 MR. COLANZI: Yes.

16 MR. BOR: McGettigan?

17 MR. MCGETTIGAN: Yes.

18 MR. BOR: Hill?

19 MR. HILL: Yes.

20 MR. BOR: Smith?

21 MR. SMITH: Yes.

22 MR. BOR: Carries.

23 MR. WARD: 7.a(2), Maryland Avenue  
24 water tank rehabilitation.

25 MR. MCGETTIGAN: Motion.

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1 MR. COLANZI: Second.

2 MR. BOR: Mr. Lea?

3 MR. LEA: Yes.

4 MR. BOR: Colanzi?

5 MR. COLANZI: Yes.

6 MR. BOR: McGettigan?

7 MR. MCGETTIGAN: Yes.

8 MR. BOR: Hill?

9 MR. HILL: Yes.

10 MR. BOR: Smith?

11 MR. SMITH: Yes.

12 MR. WARD: Just to add to the 7.a(2),  
13 in the engineering committee we had discussion  
14 briefly about the design concept, and the committee  
15 approved that the Executive Director would reach out  
16 to Jean Muschanic to ensure that we would have  
17 permission to use the Absecon lighthouse as a display  
18 feature. Ms. Muschanic immediately e-mailed me back  
19 very very enthusiastically, yes, we have permission  
20 to use Absecon lighthouse and that keeps us  
21 consistent with Atlantic City icons. We got Do AC  
22 and over 150 years old.

23 MR. HILL: Thank you for following up  
24 on that.

25 MR. WARD: Absolutely.

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1 MR. MCGETTIGAN: What are we going to  
2 have?

3 MR. WARD: The lighthouse, picture of  
4 our lighthouse, Atlantic City lighthouse, which is  
5 Absecon lighthouse.

6 MS. THAPA: I do want to point out  
7 about this tank. Linda had a budget for this one,  
8 but she had -- as she wanted you to borrow the money.  
9 I don't know if it's really going to make any  
10 difference or anything because we can't borrow any  
11 more now. So I mean, we do have the money, but her  
12 plan was to borrow the money.

13 MR. SMITH: As opposed to --

14 MR. WARD: As opposed to going into our  
15 own funds.

16 MR. MCGETTIGAN: So we have it?

17 MS. THAPA: We might have to use from  
18 the reserve.

19 MR. SMITH: I was hoping we can.

20 MR. MCGETTIGAN: So we can't borrow?  
21 We couldn't borrow the money?

22 MR. CLAUDE SMITH: Basically what Anita  
23 is saying, initially when we started out this  
24 project, we were going to go for the trust in regards  
25 to receiving funding through the trust to actually do

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1 the project, but the time constraints don't allow us  
2 to do that and follow through, so we decided to go  
3 with using our own funding, which is taking it from  
4 the capital reserve and actually complete the project  
5 or doing the project.

6 MR. MCGETTIGAN: Sounds like a good  
7 idea.

8 MR. WARD: And the project is timely.  
9 We have disinfectant needs, as well as painting. We  
10 got to preserve this.

11 MR. MCGETTIGAN: Perhaps we could empty  
12 the reserve.

13 MR. SMITH: I don't know. I understand  
14 where you're coming from, but I hate to empty the  
15 reserves. Supposing there is an emergency coming up  
16 and --

17 MR. MCGETTIGAN: This is becoming an  
18 emergency, perhaps, this job.

19 MR. MOYLE: It's in bad shape.

20 MR. CLAUDE SMITH: There are standards  
21 that we have to come up to date with in terms of  
22 doing this particular tank as well, too. So the  
23 importance of actually getting done is pretty much a  
24 priority right now. I can't see us actually delaying  
25 this any further in terms of not repainting the tank,

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1 but the rehab work that we have to do is something  
2 that's definitely of importance.

3 MR. SMITH: Okay. I'm sold.

4 MR. MCGETTIGAN: We could borrow bond  
5 money to refill the reserve if we have to, probably.  
6 We could at a later date bond some money for reserve  
7 accounts.

8 MR. WARD: Yeah.

9 MR. MCGETTIGAN: I don't know how  
10 they'll sell.

11 MR. WARD: We want to get to a point of  
12 some stability. To undertake that kind of an  
13 exercise right now, we're taking care of a mini  
14 emergency with the maintaining this facility.

15 MR. SMITH: I agree with you.

16 MR. HILL: I agree.

17 MR. CHEATHAM: This is something that  
18 you, this MUA has been doing for many years, taking  
19 care of things decently and in order, and let's not  
20 cut corners in any way. Let's continue to do it.  
21 That's why this MUA has been operating in such a  
22 timely fashion and have a good record. And don't get  
23 like our, the rest of our government here, please.  
24 Thank you.

25 MR. SMITH: Agreed.



## ATLANTIC CITY MUA

1 MR. BOR: Which motion?

2 MR. HILL: We did it already. There  
3 was just questions.

4 MR. WARD: We're now at --

5 MR. SMITH: Has it been voted on?

6 MR. HILL: We voted on it.

7 MS. JOHNSON: We voted on it.

8 MR. BOR: We voted on it.

9 MR. HILL: That was your double  
10 question.

11 MR. WARD: Seven, 7.b(1), financial  
12 advisory services. We solicited for financial  
13 advisor distinctly to assist us with the concession  
14 agreement. At this point, there is no dollar amount  
15 because there is no work or no action whatsoever at  
16 this juncture. We'll talk a little more about that  
17 at the Closed Session. That would be 7.b(1), so  
18 resolution to simply appoint the financial advisor,  
19 no dollars at this point and no action at this point  
20 on proceeding.

21 MR. HILL: Okay.

22 MR. BOR: We'll discuss it in Closed  
23 Session why we need them.

24 MR. HILL: We'll talk about it later.

25 MR. WARD: Talk about it in Closed.

## ATLANTIC CITY MUA

1 MR. BOR: Do you want to vote on it now  
2 or in Closed?

3 MR. HILL: After, let's wait.

4 MR. WARD: 7.b(2), and engineering  
5 report, we went over this with the engineering  
6 committee and the successful applicant was Buchart  
7 Horn and they have been our previous engineering  
8 reporters.

9 MR. HILL: I move 7.b(2).

10 MR. MCGETTIGAN: Second.

11 MR. BOR: Mr. Lea?

12 MR. LEA: Yes.

13 MR. BOR: Colanzi?

14 MR. COLANZI: Yes.

15 MR. BOR: McGettigan?

16 MR. MCGETTIGAN: Yes.

17 MR. BOR: Hill?

18 MR. HILL: Yes.

19 MR. BOR: Smith?

20 MR. SMITH: Yes.

21 MR. WARD: Okay. 7.c(1), our cell  
22 antenna easement resolution, 7.c(1). We had this on  
23 last week, or excuse me, last month and we're back  
24 because we had to have some time to go over this a  
25 little bit further to clarify.

## ATLANTIC CITY MUA

1                   Mr. Bor, you've had discussions with  
2                   the company and with myself and --

3                   MR. BOR: Lots of discussions actually.  
4                   And the deal, if you don't recall, is for \$400,000,  
5                   \$40,000 deposit. The -- if agreed, the new tenant  
6                   has the unlimited ability to put as many antennas as  
7                   he wants on our tank. However, we have a new antenna  
8                   up, on new ones we get 80 percent of the yearly  
9                   rental of putting it up as long as that rental  
10                  exceeds \$30,000. Why is that \$30,000 picked?  
11                  Because the existing one we have up there gives  
12                  \$30,000 worth of income to the MUA at the present  
13                  time.

14                  MR. SMITH: Slow down. What do you  
15                  mean, when you say he can have as many antennas as he  
16                  wants?

17                  MR. BOR: That's exactly what it is.  
18                  These companies that buy rights to the tops of water  
19                  tanks have antennas, and goes on all over South  
20                  Jersey. They will only do it as they have the  
21                  ability to put up tenants, meaning towers.

22                  What's the benefit of us, we get 80  
23                  percent of the yearly rental of any new antenna  
24                  rental that goes up, as long as that exceeds \$30,000.  
25                  And the only reason the \$30,000 number is there,

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1 because of the benchmark of what we have. The  
2 unlimited, is unlimited. When I drive around, there  
3 is one in Cherry Hill near me. There you have 30 up  
4 there, and they have the unbridled right to put as  
5 many as they want up there.

6 MR. WARD: But there is a physical  
7 limitation.

8 MR. MCGETTIGAN: That was my previous  
9 question last month. When does it become unsafe to  
10 the tank and, you know, who decides that?

11 MR. WARD: We do.

12 MR. MCGETTIGAN: We do?

13 MR. WARD: We do that.

14 MR. MCGETTIGAN: With the help of the  
15 engineer decides that? That's where he stops; that's  
16 his boundary?

17 MR. WARD: He's got so much real estate  
18 on the top of the tank that you can work with. Once  
19 you reach the maximum, that's it.

20 MR. MCGETTIGAN: It's not just real  
21 estate; I'm talking about structural.

22 MR. CLAUDE SMITH: There are some  
23 structural issues that you have to definitely  
24 investigate if you're also going to have unlimited  
25 antennas on top of the tanks.

## ATLANTIC CITY MUA

1 MR. MCGETTIGAN: I would expect that  
2 and shore that up. Make this secure for us. We want  
3 to put two more up.

4 MR. CLAUDE SMITH: You can't do too  
5 much more for the roof of the tank. That there is  
6 something you have to consider at the same time, but  
7 I can't tell you what the particular bearing loads  
8 are and there would be something that has to be an  
9 analysis worked out.

10 MR. MCGETTIGAN: Today's my only  
11 concern. It's so just written so unlimited.  
12 Shouldn't there at least be a limit where we believe  
13 it's structurally secure?

14 MR. BOR: Right now it's unlimited.  
15 What we could do is --

16 MR. SMITH: I think that language  
17 should be put in there.

18 MR. MCGETTIGAN: Thank you.

19 MR. BOR: We have to have some kind of  
20 scientific basis. If we can get a report to see what  
21 structural integrity is, so we can limit the number,  
22 so if the Board thinks there should be a limitation,  
23 we have to pick a number or get an engineer to  
24 explain.

25 MR. WARD: It is not so much as a

## ATLANTIC CITY MUA

1 number, it's up to the point of structural  
2 limitation.

3 MR. MCGETTIGAN: They might be hanging  
4 out sideways.

5 MR. WARD: Again, they can't install  
6 without our compliance. They can't walk into our  
7 facility and install, so there must be a plan. The  
8 plan shows the location, the plan talks about the  
9 locations, abilities to install, so forth and so on.  
10 That's basically how we did the two antennas that we  
11 have now.

12 MR. MCGETTIGAN: Absolutely, but I just  
13 see having it limited, somehow.

14 MR. BOR: It's not limited.

15 MR. MCGETTIGAN: Because unlimited --

16 MR. WARD: I thought there was language  
17 in there in terms of structural integrity. I saw it.

18 MR. BOR: I don't think so.

19 MR. HILL: Unlimited up to when it's  
20 structurally unsound, needs to be a clause.

21 MR. BOR: The parties hereto agree,  
22 that they may lease, license, transfer in whole or in  
23 part or allow use of easement to any third parties,  
24 including communications services, provides and any  
25 lessee or licensee, so there is no limitation on the

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1 number. And I just don't see any qualification that  
2 at some point that there has got to be concerned with  
3 the structural integrity of the top of it. It's just  
4 not here now.

5 If we on our own think that next one  
6 going up will impact the structural integrity, we  
7 could stop them doing that and get into a dispute.

8 MR. MCGETTIGAN: A dispute that may  
9 discount what they're giving us, the 400,000, an  
10 argument for them to get money back.

11 MR. BOR: No, they just wouldn't do  
12 futures.

13 MR. CLAUDE SMITH: I assume there would  
14 have to be some form of guidelines either set by the  
15 Authority in regards to how the antennas will be  
16 placed on top of the roofs. We're talking about we  
17 have three different tanks, which you have the eight  
18 legged tank, hydrosphere, which is actually out back,  
19 and the only access to the roof from the tank which  
20 is the two million gallon tank is the center. You  
21 can only put so many cables on the center. The one  
22 that's over at the plant, which we do have one  
23 antenna at the current time, again I still have to  
24 make some sort of guidelines. I don't want to call  
25 them restrictions, but guidelines in regards to how

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1 many and how you can put the antennas up. I  
2 understand it says unlimited, but at the same time  
3 you can probably set some form of guidelines in  
4 regards to how it can be done.

5 MR. BOR: If they don't get any  
6 tenants, the financials of this deal are kind of  
7 interesting. They're willing to pay \$400,000. It's  
8 a 55-year term. If you divide \$400,000 by 55, that's  
9 about 7,000 a year, and just from the one we have, we  
10 make 7,000 a year. So the only way it becomes  
11 beneficial to us, if he gets new tenants. But it's a  
12 55-year deal, but without new tenants, the reason  
13 we're doing this in part is to get more tenants so we  
14 get 80 percent of the new rental, but the point is  
15 well taken. There is no limitation. There is  
16 nothing addressing the structural integrity of how  
17 many they can put up.

18 MR. MOYLE: Who keeps the 30 grand for  
19 55 years?

20 MR. BOR: The deal is it's a 55-year  
21 lease.

22 MR. MOYLE: He gets that 30,000 we used  
23 to get, right?

24 MR. BOR: Yes, he will get the existing  
25 tenant we have will get transferred to him. We get



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1 31,000 a year from the existing tenant.

2 MR. MOYLE: Not a bad deal for him.

3 MR. BOR: He makes money if he gets a  
4 bunch of new people.

5 MR. MOYLE: He makes money either way.

6 MR. BOR: If we get it --

7 MR. MOYLE: After 14 years it's all  
8 cream. He gets the first 30,000 right off the top  
9 and if he gets any more, which again I don't see  
10 American Water with -- maybe they do, they do in  
11 Pleasantville.

12 MR. BOR: I see a bunch of them on  
13 there.

14 MR. MOYLE: It doesn't seem to be  
15 helping the service much.

16 MR. BOR: American Water I think has  
17 four or five on its Pleasantville. I drove by,  
18 happened to notice it.

19 MR. SMITH: What I think, they need us  
20 more than we need them.

21 MR. MCGETTIGAN: Yes.

22 MR. SMITH: If we're only going to get  
23 30,000 a year, is it worth?

24 MR. BOR: Well, no, we get --

25 MR. WARD: 400,000.

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1 MR. BOR: We get a total of 400,000 for  
2 the deal.

3 MS. THAPA: One time.

4 MR. SMITH: At one time, 400,000?

5 MR. BOR: Yes, we make money only if  
6 they get additional tenants, because if they get  
7 additional tenants, we get 80 percent of their rental  
8 as long as that rental exceeds 30,000.

9 MR. MCGETTIGAN: We get 80 percent over  
10 30,000?

11 MR. BOR: 80 percent of the new deals  
12 they get, as long as the deal is worth at least  
13 30,000.

14 MR. MCGETTIGAN: The full deal?

15 MR. BOR: As long as the deal amounted  
16 to \$31,000, so --

17 MR. SMITH: Becomes good for them,  
18 because they're laying out 400,000, that's pretty  
19 good money, so they must be able to anticipate in  
20 their mind, because they've done this in a number of  
21 places, they're going to get a lot of tenants.

22 MR. MCGETTIGAN: That's my concern.

23 MR. BOR: Why would they give 400,000  
24 if they're only going to get two or three more?

25 MR. HILL: I just don't feel

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1 comfortable. We have to put some kind of clause.

2 MR. WARD: Can we move this to the  
3 Closed Session, because there is another connection I  
4 want to talk to. Move that to Closed Session.

5 MR. HILL: Sure.

6 MR. WARD: Claude, you're on,  
7 engineering report. You're at 7.d.

8 MR. CLAUDE SMITH: For the one million  
9 gallon tank, we did put out requests for proposals  
10 and we did receive at least ten proposals back in  
11 terms of contractors that picked up bids and  
12 specifications. We have four contractors actually  
13 bid on the contract and the successful contractor, as  
14 mentioned before, was Allied.

15 Just to point out one particular thing  
16 in regards to this contract, the estimate that was  
17 done by the engineer was an estimate of \$1,350,750.  
18 That's pretty much what they had estimated to get  
19 this tank actually completed. Based on the numbers  
20 or the figures that came in, which was by the  
21 successful bidder, Allied, their contract is only for  
22 \$1,169,600. That's a significant savings based on  
23 the actual that was done initially for this  
24 particular tank, and I wanted to point that out.

25 MR. SMITH: And we do have that on hand

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1 to do that?

2 MR. CLAUDE SMITH: We do have money  
3 within the capital reserve.

4 MS. THAPA: From the investments.

5 MR. CLAUDE SMITH: Does that answer  
6 your question, Mr. Smith?

7 MR. SMITH: Yes.

8 MR. CLAUDE SMITH: Moving on. For the  
9 two million gallon tank, I can reassure that we're  
10 pretty much done with that right now. After this  
11 particular Board meeting, we should pay our final  
12 payment to the contractor and the engineer and that  
13 would sum up the completion of that project.  
14 Hopefully I won't be bringing any more after that in  
15 regards to the two million gallon tank project  
16 itself. The work was done sometime in regards to the  
17 painting of it and in regards of going through the  
18 inspection and now resolve the payment process, we  
19 should be done with that.

20 MS. THAPA: This project will be  
21 extended to '17 or will be completed in '16, the one  
22 million?

23 MR. CLAUDE SMITH: It will be done in  
24 2016. It's a three-month time period for the  
25 turnaround of actually painting and rehabbing the

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1 tank.

2 MS. THAPA: Because we do have -- we  
3 just invested in CD, \$2.5 million, which would be  
4 expired next year in March of '17. We might be  
5 crunched if we spent everything in this year because  
6 there is other projects going on, too.

7 MR. MOYLE: We got plenty of projects.  
8 And again, this thing, the bottom bolts are rusted  
9 out. I mean, it's time to get her done.

10 MS. THAPA: We could always get the  
11 penalty for, if we take the money from the CD.

12 MR. WARD: But the close-out of this  
13 could take even further time.

14 MR. CLAUDE SMITH: It depends.

15 MR. WARD: Three months of actually  
16 painting, but then your follow-up and close-out.

17 MR. CLAUDE SMITH: Like any particular  
18 contractor, they're going to be putting their bills  
19 in within a short time period, actually looking to  
20 get the payments resolved. We're thinking this would  
21 probably go to the latest July, and also depends on  
22 whether or not there are any breaks in regards to the  
23 weather or inspection of the weather that actually  
24 further delays the work that needs to be done. Then  
25 it might be carried out a month or so more, but there

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1 is no guarantee that it's going to go beyond 2016.

2 MR. MOYLE: I hope it doesn't. I  
3 didn't think that would go as long as it did either.

4 MR. HILL: Exactly right. That's what  
5 I was thinking.

6 MR. MOYLE: You never know.

7 MR. HILL: So you said we just invested  
8 in CDs?

9 MS. THAPA: Uh-huh, March.

10 MR. HILL: And they don't mature until  
11 '17?

12 MS. THAPA: Right, one is February.

13 MR. HILL: When they mature, can we  
14 replace something if we need it? Do you know what  
15 I'm saying?

16 MR. SMITH: I thought our bond rating  
17 was --

18 MR. HILL: They won't let us borrow  
19 anymore. The state won't let us do anything.

20 MR. MCGETTIGAN: They stopped us.

21 MR. HILL: They won't let us do  
22 anything. Can't we flip some of the monies in '17,  
23 bring them from here to here?

24 MR. SMITH: But this job has got to be  
25 done.

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1                   MR. MCGETTIGAN: We split it before,  
2 like that project. Hold off on budget to the  
3 following year.

4                   MR. SMITH: When the bonds --

5                   MR. MCGETTIGAN: Bid for half the work  
6 and get it done this year and then the remainder can  
7 we do that next year? Can the job be split?

8                   MR. MOYLE: For this tank?

9                   MR. MCGETTIGAN: Are there two parts of  
10 the job?

11                   MR. MOYLE: Not really. Theoretically  
12 we could wait until September to have them paint  
13 this. I guess start it and hope the fall weather is  
14 good, we could.

15                   MR. SMITH: I thought we had money on  
16 hand to take care of this now?

17                   MR. MOYLE: I believe we do, but again,  
18 that's not my bailiwick.

19                   MR. SMITH: I'm not familiar.

20                   MS. THAPA: We do have the money, but  
21 so many projects going on, I mean it might be crunch.

22                   MR. MOYLE: We've got two. This tank  
23 and the 1.6 water main. That's it.

24                   MR. CLAUDE SMITH: Then the 60-inch  
25 pipe.

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1 MR. MOYLE: That got no specs yet.  
2 That could be in the fall.

3 MR. CLAUDE SMITH: That we could delay.

4 MR. HILL: We don't have anything in on  
5 that yet and this is May.

6 MR. MOYLE: I'm hoping that's about a  
7 quarter of a million. Cheap as chips, relatively  
8 speaking.

9 MR. SMITH: Compared. Moving on.

10 MR. CLAUDE SMITH: Annual engineering  
11 report. As mentioned before, we did put out request  
12 for qualification for proposal for an engineering  
13 report. We did get two bids back. One was, one was  
14 Alaimo and the other one was Buchart Horn. Buchart  
15 Horn was the successful response and we did select  
16 Buchart Horn to actually do that particular project.

17 Consumer confidence report or the water  
18 quality report is something that we have to do every  
19 year. The report is on our website. The pamphlet  
20 that we normally distribute has not been received and  
21 expecting to be received in the next two weeks. We  
22 normally distribute that to our commercial properties  
23 and city hall and other locations throughout the city  
24 just for informational purposes. I did make a copy  
25 of what's on the website, if anyone would like to



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1 take a look, it's right here.

2 MR. HILL: Do we distribute that to the  
3 high rises?

4 MR. CLAUDE SMITH: Yes.

5 MR. HILL: So they have a copy?

6 MR. CLAUDE SMITH: Most of the  
7 apartment buildings, senior citizen buildings. I  
8 normally distribute at least 25 or so, because I do  
9 try to get enough that I can actually distribute  
10 throughout the city.

11 MR. HILL: Thank you.

12 MR. CLAUDE SMITH: Anything that's a  
13 high rise apartment or senior citizen location,  
14 library, county building, city hall. There is  
15 several locations that I do distribute to just for  
16 them to have information on the water quality, the  
17 School Board, as well, they receive it. Whether or  
18 not they take it to all the different property  
19 locations, I don't know. But at least they have it  
20 at their location.

21 MR. HILL: Thank you.

22 MR. WARD: Thank you, Mr. Smith.

23 MR. CLAUDE SMITH: You're welcome.

24 MR. WARD: 8.b(1), soliciting for  
25 Quazite Meter Pits, Lids and Extensions, resolution

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1       8.b(1).

2                   MR. HILL:   Move 8.b(1).

3                   MR. MCGETTIGAN:   Second.

4                   MR. BOR:   Mr. Lea?

5                   MR. LEA:   Yes.

6                   MR. BOR:   Colanzi?

7                   MR. COLANZI:   Yes.

8                   MR. BOR:   McGettigan?

9                   MR. MCGETTIGAN:   Yes.

10                  MR. BOR:   Hill?

11                  MR. HILL:   Yes.

12                  MR. BOR:   Smith?

13                  MR. SMITH:   Yes.

14                  MR. BOR:   Carries.

15                  MR. WARD:   8.c, investing, 8.c(1),

16       Capital Bank.   This is to set up a new account.

17                  MR. SMITH:   What bank are we using now?

18                  MS. THAPA:   It's the same bank, Capital

19       Bank.

20                  MR. MCGETTIGAN:   This is a renewal?

21                  MS. THAPA:   Yes.

22                  MR. SMITH:   Okay.   Move it.

23                  MR. MCGETTIGAN:   Second.

24                  MR. BOR:   Mr. Lea?

25                  MR. LEA:   Yes.

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1 MR. BOR: Colanzi?

2 MR. COLANZI: Yes.

3 MR. BOR: McGettigan?

4 MR. MCGETTIGAN: Yes.

5 MR. BOR: Hill?

6 MR. HILL: Yes.

7 MR. BOR: Smith?

8 MR. SMITH: Yes.

9 MR. MCGETTIGAN: We have to renew once  
10 a year?

11 MS. THAPA: We don't have to, but we  
12 have some interest, projects on interest.

13 MR. BOR: Carries.

14 MR. WARD: D we've concluded. E, 2015  
15 audit preview. I met with Audrey and Melissa of the  
16 new audit firm and they have advised me that there is  
17 a new regulation based GASB 68, and it's explained  
18 like this. Pension liability that traditionally were  
19 held on the books of State of New Jersey now are  
20 dropped down to the books of the actual Authority.  
21 And for example, the state has a \$38 billion New  
22 Jersey public pension liability, of which our recent  
23 series of governors have tapped into and moved those  
24 dollars around all the place. The federal government  
25 came up with guidelines. Actually the federal

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1 accounting community came up with guidelines that  
2 these obligations needed to be reported at the  
3 location where the actual responsibility for the  
4 employees lie. So our books will now carry an \$85  
5 million balance, or not a balance but a liability  
6 debt will come down to us and our auditor indicated  
7 that there is considerable effort involved, in  
8 addition to the audit, to do this GASB piece. And  
9 she was requesting that the Board consider an  
10 extension in their compensation.

11 So I told them, I said, you need to put  
12 that in writing to explain it so that the Board can  
13 review it. I have not received it as of this date.

14 MR. HILL: This is extended services?

15 MR. WARD: This is an extended service.

16 MR. HILL: Which we have never done  
17 before, but now it's federally --

18 MR. WARD: This is the special federal  
19 level thing that --

20 MR. SMITH: Is it mandated?

21 MR. WARD: Yeah, it's mandated. It's  
22 going to end up on our books for our audit. I wanted  
23 to alert the Board at this time that should be coming  
24 in when it is completed from them.

25 MR. SMITH: What are we talking about?

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1 MR. WARD: Basically the state has a  
2 pension liability of our employees, but the state has  
3 spent a lot of that money all over the place and  
4 people retired at the same time. They couldn't pay  
5 them.

6 MR. MCGETTIGAN: They're going to  
7 charge us with \$85 million liability?

8 MR. WARD: It's going to show as a  
9 liability on our books, 85 million.

10 MS. THAPA: 10 million.

11 MR. WARD: I'm sorry, it's 10 million  
12 comes to our books.

13 MR. MCGETTIGAN: They figure it out, to  
14 our debt.

15 MS. THAPA: The state had figured it  
16 out for everybody, for every utility.

17 MR. MCGETTIGAN: For anyone who was  
18 part --

19 MS. THAPA: Even the city.

20 MR. WEBER: Every utility is getting  
21 hit this way.

22 MR. MCGETTIGAN: But not all ten  
23 million?

24 MR. WEBER: The books are being delayed  
25 to be audited because of this.

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1 MR. MCGETTIGAN: And then to carry it,  
2 just carry it, not pay it?

3 MS. THAPA: It's a liability.

4 MR. WARD: It's liability on our books.

5 MR. MOYLE: What about the  
6 municipality's job?

7 MR. WEBER: I don't know. I only know  
8 about the utility.

9 MR. MCGETTIGAN: How is it charged,  
10 pension, fine? What are we going to call it?

11 MS. THAPA: Pension liability.

12 MR. MCGETTIGAN: And what is the charge  
13 going to be called, pension?

14 MS. THAPA: Yeah, we --

15 MR. MCGETTIGAN: New pension debt?

16 MS. THAPA: We created an account.  
17 It's liability.

18 MR. SMITH: What it is, the governor's  
19 spending our pension money, the people's pension  
20 money, and now they're trying to feed it, get the  
21 city to pay back.

22 MR. MCGETTIGAN: How do we get it onto  
23 our balance sheet? What does it go on as, new  
24 pension debt, additional pension charge?

25 MS. THAPA: Uh-huh, it's not a budget

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1 amount or anything. We just have to put in our  
2 balance.

3 MR. MCGETTIGAN: If we put in the  
4 balance sheet as the liability, we have to have it on  
5 the charge side to balance.

6 MS. THAPA: On reserve retain earnings,  
7 so last year we have 6 million reserve earning. Now  
8 because of that 10 million we booked now, it's like  
9 negative 2 million. So that does effect the balance  
10 sheets.

11 MR. MCGETTIGAN: So when you do it,  
12 let's take a look at it.

13 MR. MOYLE: We could pass a resolution  
14 when the state starts paying for their pension, the  
15 MUA will start paying for this stuff. It ain't fair.

16 MR. MCGETTIGAN: Thank you.

17 MR. HILL: So our auditor will work  
18 with --

19 MR. WARD: Our auditor will continue to  
20 complete the audit. Hopefully in two weeks she will  
21 complete the entire audit.

22 She's also been advised she should  
23 write out a summary of this GASB so we all know what  
24 she's requesting as an extension to our contract.

25 MR. COLANZI: Who are our auditors?

## ATLANTIC CITY MUA

1 MR. HILL: Friedman.

2 MR. WARD: New auditors.

3 Okay. Moving along, f, Atlantic City  
4 schools lead test. For a while we started to see  
5 articles in the New Jersey news and other places that  
6 there was a heightened concern for school water to be  
7 tested for lead. And what I did was I said, you  
8 know, here we are in Atlantic City. Why should we  
9 wait until the public raises that concern? Why don't  
10 I call over to the School Board and arrange for a  
11 test of the two most vulnerable facilities. And I  
12 worked it out with the assistant superintendent that  
13 we would go over and we would take samples from Texas  
14 Avenue school and Brighton Avenue school. They're  
15 the two oldest facilities in the public school  
16 system. And I figured that we figured collectively  
17 they would be the most vulnerable for any lead  
18 intrusion.

19 We're pleased to result that those  
20 schools are in very very good shape in terms of any  
21 kind of lead coming through, and I have the exact  
22 numbers here, but in terms of parts per million,  
23 they're way way down -- parts per billion. So the  
24 School Board would want me to make a presentation on  
25 Monday at the School Board meeting and I just thought



## ATLANTIC CITY MUA

1 it was the right thing to do, rather than wait for  
2 any kind of public outcry.

3 There is so much controversy going on  
4 after Flint, after -- and Newark and so forth and so  
5 on with respect to lead in water, but we're very very  
6 pleased to get these results.

7 9.a, monthly bills at resolution 9.a.

8 MR. MCGETTIGAN: Move them.

9 MR. SMITH: Second.

10 MR. BOR: Mr. Lea?

11 MR. LEA: Yes.

12 MR. BOR: Colanzi?

13 MR. COLANZI: Yes.

14 MR. BOR: McGettigan?

15 MR. MCGETTIGAN: Yes.

16 MR. BOR: Hill?

17 MR. HILL: Yes.

18 MR. BOR: Smith?

19 MR. SMITH: Yes.

20 MR. BOR: Carries.

21 MR. WARD: And we're now at number 10  
22 Executive Session. Take a little break.

23 MR. SMITH: Yes.

24 (Closed Session from

25 11:25 a.m. to 12:10 p.m.)

## ATLANTIC CITY MUA

1 MR. WARD: We're back in Open Session,  
2 in Executive Session. Labor counsel, Andy Weber,  
3 gave a brief summary on the history of contract  
4 negotiations, which he is continuing to work through  
5 the dynamics.

6 The Board was also updated on the  
7 meetings that we are having with special counsel.

8 And we have resolution 7.c(1) for the  
9 easement for cell tower, cell tower installations  
10 from Tower Advisors. Call a vote.

11 MR. BOR: Do we have a motion, is to  
12 approve the easement, 7.c(1)?

13 MR. SMITH: Move it.

14 MR. HILL: Second.

15 MR. BOR: Mr. Lea?

16 MR. LEA: Yes.

17 MR. BOR: Colanzi?

18 MR. COLANZI: Yes.

19 MR. BOR: McGettigan?

20 MR. MCGETTIGAN: Yes.

21 MR. BOR: Hill?

22 MR. HILL: Yes.

23 MR. BOR: Smith?

24 MR. SMITH: Yes.

25 MR. BOR: Carries.

## ATLANTIC CITY MUA

1 MR. WARD: The second one would be  
2 10.a(4), which would be a contract for Jacqueline  
3 Siracusa.

4 MR. SMITH: Move it.

5 MR. HILL: Second:

6 MR. BOR: Mr. Lea?

7 MR. LEA: Yes.

8 MR. BOR: Colanzi?

9 MR. COLANZI: Yes.

10 MR. BOR: McGettigan?

11 MR. MCGETTIGAN: Yes.

12 MR. BOR: Hill?

13 MR. HILL: Yes.

14 MR. BOR: Smith?

15 MR. SMITH: Yes.

16 MR. WARD: The Board authorizes the  
17 solicitor, Mr. Bor, to forward his letter with regard  
18 to auditing services, and that concluded the  
19 Executive Session.

20 MR. SMITH: Adjournment.

21 MR. BOR: Hearing no objection?

22 MR. SMITH: Adjournment.

23 (The meeting adjourned at 12:15 p.m.)

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C E R T I F I C A T E

I, JACQUELINE M. ZARRILLO, a Certified Court Reporter of the State of New Jersey, do hereby certify that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.

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JACQUELINE M. ZARRILLO  
Certified Court Reporter  
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DATED: May 4, 2016

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