

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
BOARD OF DIRECTORS MEETING

Wednesday, August 19, 2015

G. Bruce Ward, Executive Director
Linda R. Bazemore, Deputy Executive Director
Garth Moyle, Deputy Executive Director
Fredric L. Bor, Esquire, Board Solicitor
Andrew Weber, Esquire
Claude Smith, Engineer
Stella Johnson, Board Administrator

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
Patricia Bailey, 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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Ian Jerome	19

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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 August 19, 2015, 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: Ms. Bailey?

15 MS. BAILEY: Here.

16 MR. BOR: Mr. Lea?

17 MR. LEA: Here.

18 MR. BOR: Colanzi?

19 MR. COLANZI: Here.

20 MR. BOR: McGettigan?

21 MR. MCGETTIGAN: Here.

22 MR. BOR: Hill?

23 MR. HILL: Here.

24 MR. BOR: Smith?

25 MR. SMITH: Here.

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1 MR. BOR: Quorum. There are two sets
2 of minutes we have to act on. One was the July 15th
3 set of minutes, and then was the special meeting, but
4 not everyone was here for the special. We'll take
5 one at a time. So with regard to the July 15th
6 minutes, if there is a motion, let's have it.

7 MR. HILL: Motion to accept.

8 MR. MCGETTIGAN: Second.

9 MR. BOR: Mr. Lea?

10 MR. LEA: Yes.

11 MR. BOR: Colanzi?

12 MR. COLANZI: I abstain because of
13 absence.

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: And with regard to the
21 special meeting of August 10th, is there a motion?

22 MR. SMITH: 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: Abstain.

7 MR. BOR: Smith?

8 MR. SMITH: Yes.

9 MR. BOR: Both carry. Mr. Director?

10 MR. WARD: Okay. We have four guests
11 today that we would like to amend the meeting and
12 give them the opportunity to make their
13 presentations. The first is Mr. Tu Ong. He has an
14 abatement at 8.a for 2714 Arctic Avenue. That would
15 be resolution 8.a. Mr. Ong?

16 MR. ONG: Here.

17 MR. SMITH: Have him come up and sit,
18 please.

19 MR. WARD: Mr. Ong, come sit here. The
20 resolution is for an abatement of \$862.82. Is there
21 any discussion from the Board to Mr. Ong?

22 MR. SMITH: First abatement?

23 MR. ONG: The water leak.

24 MR. SMITH: Is this your first
25 abatement?

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1 MR. ONG: Basement?

2 MR. SMITH: Is this the first time?

3 MR. ONG: Yes, first time, yes.

4 MR. SMITH: No objections. Anybody got
5 any questions? Move it.

6 MR. MCGETTIGAN: Second.

7 MR. BOR: Mr. Lea?

8 MR. LEA: Yes.

9 MR. BOR: Colanzi?

10 MR. COLANZI: Yes.

11 MR. BOR: McGettigan?

12 MR. MCGETTIGAN: Yes.

13 MR. BOR: Hill?

14 MR. HILL: Yes.

15 MR. BOR: Smith?

16 MR. SMITH: Yes.

17 MR. BOR: Carries.

18 MR. WARD: Your abatement is approved.

19 MR. ONG: Thank you. That's it?

20 MR. WARD: That's it.

21 MR. ONG: I'm done?

22 MR. WARD: Yes. The paperwork will be
23 coming back to you, so you're fine.

24 MR. ONG: Thank you, very much.

25 MR. SMITH: It wasn't painful.

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1 MR. ONG: I thought I would be here
2 long.

3 MR. WARD: Our second guest today is
4 Mr. Lyle Mason, 1630 West Riverside Avenue.
5 Mr. Mason, I think, as I recall, you had a situation
6 where you were billed a relatively high amount of
7 sewerage charge; is that correct, sir?

8 MR. MASON: Yes, initially I was billed
9 \$2,800 and some change. And it was then brought down
10 to \$1,000 and some change.

11 MR. WARD: Brought down by the sewer?

12 MR. MASON: By the sewerage company,
13 but this was after I had received the water bill for,
14 one was for like 200 -- well, I have here 690.08.
15 Eventually, that water bill and other water bills
16 that were just high, that was brought down, but that
17 is why I received a sewerage bill, I was told, for
18 \$2,800. And then like I said, they brought it down
19 to \$1,085.80, but I live in a two bedroom bungalow.
20 I'm the only person in there. And it should not be
21 this high. My total usage in 2013 was point four.
22 And 2014, 13.4. I don't have a leak. I don't have a
23 swimming pool. I don't have anything.

24 And I was also at your last Board
25 meeting and I was told that this would be resolved,

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1 but it has not been.

2 MR. WARD: The investigation that we
3 have internally continues to show that the amount of
4 water that you were billed for is water that came
5 through your meter. Now we're not in the position of
6 determining whether or not, not necessarily a leak,
7 but another faucet, hose or some other discharge of
8 water was occurring. And --

9 MR. MASON: Somebody from your
10 department came to my house when I complained about
11 the bill that I was sent. And the technician told me
12 at that time that there were no leaks. So I'm just
13 going by what the water department told me.

14 MR. WARD: Again, there is a
15 distinction between a leak and a discharge --

16 MR. MASON: Okay.

17 MR. WARD: -- where you may not have
18 had a fracture in a pipe, which is traditionally
19 known as a leak.

20 The question was, and what at least our
21 records show, is there must have been a discharge of
22 that amount of water. And we've been through this
23 with our operations, with our meter people, so forth
24 and so on, and we're pretty confident that that water
25 came through your meter into your residence,

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1 notwithstanding that, you know, you're single and
2 living by yourself. Ms. Bazemore?

3 MS. BAZEMORE: I was going to say part
4 of the problem may be in fact that your sewerage bill
5 for the prior year may have been lower. If you
6 compare what you paid the prior year versus this,
7 because some of the consumption they're billing you
8 on your current bill related to the prior year,
9 because we did have an issue with our meter. The
10 consumption, you definitely did use the water, but it
11 wasn't registered in the proper quarters because it
12 wasn't communicating, the MTUs weren't communicating
13 the information back to us for the right period. So
14 we had a meter issue going on.

15 When it's all said and done with, we
16 actually took a look at the meter, the water that you
17 were billed for on our end and the information that
18 was supplied.

19 MR. WARD: The sewerage company was
20 used, but I think it was a matter of what four
21 quarters was it used in? I really think if you took
22 a look at your sewerage bill in a prior year, you may
23 have paid less than and it's being billed on this
24 prior year.

25 MR. MASON: Actually, I have from the

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1 sewerage company different years that this address
2 has paid. Nothing like what is on here now.

3 MS. BAZEMORE: Do you have your bill
4 from last year? We could take a look at that I guess
5 after the meeting.

6 MR. MASON: These are the bills right
7 here. 186, 205 and 246 and 207, 229 and 206. The
8 highest one was 421 and --

9 MS. BAZEMORE: '12?

10 MR. MASON: In '12 and had I really
11 known about the 421, I probably would have said
12 something about that.

13 Once again, I'm in a two bedroom condo
14 -- I mean a 2 bedroom bungalow. I'm the only person
15 in there. I don't have a swimming pool, and I guess
16 I have suspicions because my water bill that the
17 water department sent me was out of whack and they
18 said, Well, it was a meter. So if there was a faulty
19 meter, and I was getting a bill of \$698 --

20 MS. BAZEMORE: The meter wasn't faulty.
21 It just at that particular time didn't give us the
22 exact read, but when we took a look at the meter, the
23 reading that showed on the meter is the accurate
24 read. It just wasn't communicating back to us. It
25 was almost just not registering information, so that

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1 we were billing you exactly correctly on each
2 quarter, but in the long run, your bill is -- we're
3 pretty confident that your bill was correct on our
4 end and --

5 MR. MASON: So what you're saying is
6 you're pretty confident that my bill should be \$1,085
7 for --

8 MS. BAZEMORE: Our business is water
9 that's at the source.

10 MR. MASON: I understand, but that's
11 the sewer side, from what they told me anyway, they
12 get that from you.

13 MS. BAZEMORE: Yeah.

14 MR. MASON: So I have to come back to
15 the water department, and I guess I'm somewhat
16 suspicious because my water bill was \$698, I mean,
17 \$690.08, \$290, and I don't use that kind of water.
18 And I think that if you check my water usage since
19 then, you will see that whatever it is that you
20 charge for the minimum amount of usage, that's what
21 I've been using.

22 MS. BAZEMORE: Is there any way you can
23 come back in and we can sit down and, you know, in a
24 different setting and go through and try to work --

25 MR. MASON: I came to the last meeting,

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1 and --

2 MR. SMITH: Let's make something clear
3 for us, please. What was his last year bill?

4 MS. BAZEMORE: Well, it's not a water
5 issue at all. I can't recall exactly, but he may
6 have been just paying the minimums for water.

7 MR. MASON: I have been paying the
8 minimums.

9 MS. BAZEMORE: He got a high bill
10 because --

11 MR. SMITH: What was the minimum?

12 MR. MASON: Sometimes I paid 29, 27,
13 jumped up to 30. Now I paid \$40 a month and that's
14 the minimum. And like I said, I am the only person
15 in the property. I don't use that kind of water, I
16 know I don't. I checked with all the neighbors who
17 have two, three, four, five people in their
18 residences and they're using the same amount of water
19 that I am or a little bit more. That's what they
20 tell me. I know I'm not using more water. I don't
21 wash my clothes every day, I don't have a dishwasher,
22 I don't have a swimming pool.

23 MS. BAZEMORE: If I recall correctly,
24 your usage was very minimum. As if just as you're
25 saying, it's one person in there, when I took a -- if

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1 I recall, your usage was very minimum.

2 MR. MASON: That's because I'm very
3 conscious of my usage, so when I get a water bill,
4 excuse me, a sewerage bill of \$1,085 that's been
5 adjusted, I have a problem with that. I don't think
6 that's true. And it also concerns me that initially
7 it was \$2,800 and then it was adjusted. It was
8 adjusted because there was an error over here.

9 MR. WARD: What you're bringing to us
10 now is further information that we didn't have on our
11 assessment of the accuracy of the water meter.

12 MR. MASON: I'm bringing you the same
13 information that I had at the last meeting. This is
14 the same folder that I had at the last meeting.

15 MR. WARD: What I'm saying is, what I'm
16 suggesting, you bring all of your information in.
17 We'll set up a time and appointment. You will speak
18 with David Pham, you'll speak with our people who are
19 responsible for understanding what our billing system
20 is and the metering system, but what you're bringing
21 to our attention now is also a sewerage bill. So
22 when we have an opportunity to look at both areas and
23 we'll try to come up with a responsible answer to
24 what this is going on. But we haven't had the time
25 to really look at and adjust what your sewerage bill

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1 is saying for what quarters, for what months and
2 maybe what we can do is give you a better blueprint
3 of what is there.

4 But we did not have the sewer
5 information to sit and try to analyze, so if you give
6 us a chance, because again, we're not saying that you
7 don't live in a 2 bedroom condo and you don't use a
8 lot of water. We're not saying that. We're trying
9 to get into the accuracy of it and that hopefully
10 will help you with the sewerage company, which is a
11 separate company from us.

12 MR. MASON: I understand that. I
13 really do. I understand it's a separate company, I
14 do.

15 MR. SMITH: The thing is, you're paying
16 \$40 a quarter?

17 MR. MASON: Yes. Every bill that the
18 water department has sent me, I've paid as soon as I
19 got it. I paid whatever the water department said.

20 MR. SMITH: Understood.

21 MR. MASON: So I had been paying the
22 minimum, and I agree with that. I just do not
23 believe that my bill, my sewerage bill, which is
24 based upon, once again, the water department, should
25 be \$1,085 after it's adjusted. I just don't believe

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1 that.

2 MS. BAZEMORE: What was it the prior
3 year?

4 MR. MASON: It was point -- they say it
5 was \$186. And that's in answer to your question.
6 They say I used point four MCF, whatever that means.

7 MR. SMITH: Slow down. You said it was
8 \$184 and it jumped up to \$1,800?

9 MS. BAZEMORE: \$1,085.

10 MR. MASON: Up to \$2,800 and they
11 adjusted down to \$1,085. Now the previous year I
12 paid \$196.22. The year before that I paid \$206.65.
13 The year before that I paid \$421.76. I did not know
14 that. I didn't realize that I was paying \$421,
15 otherwise I would have complained about it then. In
16 2011 I paid \$323.27.

17 MR. SMITH: Okay.

18 MR. COLANZI: I would like to ask you a
19 question. Did you call a plumber and ask him to look
20 at your waterline? Is it possible somebody could
21 have connected into it?

22 MR. MASON: No.

23 MR. COLANZI: No way?

24 MR. MASON: No, I don't think anybody
25 connected into it. But no, I have not called a

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1 plumber. But I think if someone had connected into
2 it, my water bill would reflect that. Since I got
3 this sewerage bill --

4 MR. COLANZI: All it would do is raise
5 it.

6 MR. MASON: But it has not been raised.
7 I would have known that.

8 MR. COLANZI: Your bill got raised.
9 Somebody could have connected your line using your
10 water and none of us would know. I just ask, did you
11 happen to call a plumber?

12 MR. MASON: The answer to that is no.
13 But like I said, the water department came out.

14 MR. SMITH: We'll have you come in to
15 resolve this. Meet with our staff and have another
16 meeting. See if we can't get this resolved because
17 it does sound a little outrageous.

18 MR. COLANZI: It is outrageous.

19 MR. SMITH: And we intend to get to the
20 bottom of it and get you straightened out.

21 MR. WARD: What I would like to do is
22 have him have his copies made here so that we can
23 start to review his copies and set the meeting up.

24 MR. SMITH: Leave your documents here.

25 MR. WARD: We want to make copies, but

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1 we want to give you back your originals, okay?

2 Stella? We're going to make copies of
3 your documents, give you your originals back and set
4 a time, give your telephone number to Stella and set
5 a time to have the staff committee begin to analyze
6 it for you.

7 MR. SMITH: We'll get you straightened
8 out one way or the other.

9 MR. WARD: Our next guest is Mr. Lloyd
10 Levenson and he is also with Ian Jerome, and this
11 would be resolution -- actually, it's agenda item
12 8.d.(1). This is a resolution with regard to the
13 Department of Transportation requesting an easement
14 for dredging and deposits of spoils.

15 MR. HILL: Which resolution is this?

16 MR. WARD: 8.d.(1). Basically, and not
17 to steal Mr. Jerome's thunder, the New Jersey
18 Department of Environmental Protection historically
19 has been depositing spoils in the Gateway area, which
20 is needing access off of our service path off of
21 Delilah Road. Those spoils come from Absecon Bay and
22 Lakes Bay. So in order to assist the maritime
23 movement of boats and so forth and so on, every ten
24 years approximately they have a drainage and to
25 dredge the channel. The spoils from the dredging are

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1 deposited in this Gateway area, which is off of our
2 path. They need to access the Gateway area.

3 MR. HILL: To clean up the --

4 MR. WARD: To deposit the spoils.

5 MR. HILL: Got you.

6 MR. BOR: Deposit or clean up?

7 MR. SMITH: They're not depositing the
8 spoils on our property, are they?

9 MR. WARD: No, this is the Gateway
10 property. This was a former -- it was a former site
11 that originally was considered for -- Ian's got the
12 better map up. They're formally considered for
13 development right outside of Pleasantville.

14 MR. SMITH: Garth, you're familiar with
15 this, aren't you?

16 MR. MOYLE: Yeah, it's been a few years
17 since they did it.

18 MR. SMITH: I don't remember them doing
19 that before. If they just want access, explain it to
20 us, please.

21 MR. LEVENSON: Good morning, Mr.
22 Chairman.

23 MR. SMITH: Good morning.

24 MR. LEVENSON: Members of the Board,
25 Lloyd Levenson, Cooper Levenson representing Gateway,

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1 but also here, not formally on behalf of the DOT, but
2 certainly with their permission to speak with you,
3 because this is sort of a, what they call a
4 tripartite agreement between Gateway, the DOT, and
5 the MUA.

6 So over the last approximately 30
7 years, the Gateway property in Pleasantville has been
8 made available to the State for the disposal of
9 material from the maintenance dredging of the New
10 Jersey navigation channels and Lakes and Absecon
11 bays. Ian, who is the environmental consultant, has
12 a map up there. I don't know how many are familiar
13 with exactly where the Gateway project is. But Ian,
14 why don't you just make sure everybody gets an
15 understanding of where we're talking about.

16 MR. JEROME: The property is about 460
17 acres in this area here. The expressway is the
18 obvious way of orienting yourself to the location of
19 the property. This is the Pleasantville toll plaza.
20 This is exit four up here, the Franklin Avenue. This
21 is Mulberry Avenue and the eastern edge of the City
22 of Pleasantville here. To the north is Delilah Road
23 and Route 30 and rail line, your road following the
24 southern edge of your 42-inch above-grade water main
25 is in this location here. It goes up to a gate, a

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1 secured gate on Delilah Road here. The areas of
2 Gateway that have been used for dredging is this area
3 in here, and this area up in here.

4 MR. LEVENSON: So Lakes Bay has been
5 dredged twice and Absecon Bay just once during this
6 30-year time frame. Dredging occurs hydraulically
7 via a barge pumping material, floating pipes directly
8 into Gateway's contained disposal facility. This
9 maintenance dredging is critical for continued marine
10 access in both Atlantic County bays and for
11 recreational boating and fishing and tourism in the
12 area. It occurs approximately every ten years. The
13 last dredge occurred in 2003 and is critically needed
14 at this particular time.

15 Prior to Superstorm Sandy the DEP, not
16 the DOT, but the DEP bureau of coastal engineering
17 was responsible for this dredging activity. This
18 task has now been assigned to the DOT, and who are in
19 the process of acquiring approximately 60 acres of
20 Gateway's property for the permanent public disposal
21 site.

22 So in advance of each dredging cycle,
23 the State DEP previously had requested and received
24 permission in the past to enter the Gateway property
25 via the ACMUA road. This is the only means of

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1 vehicular access to the property, so now the DOT and
2 replacing the DEP is seeking an easement from the
3 ACMUA for continued access for site maintenance and
4 associated with future public dredging projects.

5 So what I think the Executive Director
6 is requesting here is your approval of the concept
7 here, of allowing this to happen. The particulars of
8 the actual document, easement document would be
9 obviously, one, that would be negotiated and agreed
10 upon between the staff of the MUA and the DOT and
11 Gateway.

12 MR. SMITH: What they're asking, to
13 give them the same access that the DEP used to have?

14 MR. LEVENSON: Exactly.

15 MR. HILL: That's what it sounds like.

16 MR. LEVENSON: I don't know the reason
17 why they decided that the DEP no longer is the
18 authority to do this, it's the DOT. It's the DOT
19 right of way group.

20 MR. WARD: It's a maritime group,
21 office of maritime resources.

22 MR. LEVENSON: Assigned to the right of
23 way now.

24 MR. JEROME: Office of maritime
25 resources is going to be responsible for the dredging

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1 when they purchased the property or negotiating the
2 easement; that's why we're talking to both.

3 MR. HILL: How often usually do you
4 have to do this, every ten years, 12 years?

5 MR. JEROME: I've been working on this
6 project, it was my first consulting project and it
7 may be my last. I've been doing it for 30 years.
8 During that 30-year period, the DEP has dredged three
9 times. And in advance of this, they'll do a little
10 bit of work on the site, raise the berms but not with
11 the material that comes in. Just uses the roads.
12 It's pumped in like you do on the beach replenishment
13 project. It's pipe with a dredge on the end.

14 MR. SMITH: My only concern is to leave
15 it like they found it. Have our solicitor check,
16 make sure that they do all the maintenance work that
17 they have to to make sure our property stays intact.

18 MR. LEVENSON: When you read further
19 into this, you're going to be left with a better
20 situation than you've had because --

21 MR. SMITH: They always say that. I'm
22 saying make sure they do.

23 MR. LEVENSON: In order to use it, they
24 have to improve that.

25 MS. BAILEY: Ten year intervals over 30

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1 years, it comes back every ten years?

2 MR. SMITH: They do the dredging every
3 ten years.

4 MS. BAILEY: The contract is for ten,
5 not for 30? The resolution stands for ten years and
6 not for 30?

7 MR. SMITH: What they're doing is
8 revisit it.

9 MS. BAILEY: Every ten years?

10 MR. SMITH: Exactly.

11 MR. HILL: Like updates.

12 MR. BOR: We're not voting on the
13 easement. And this resolution, we are not voting on
14 the easement, just giving the authority for the
15 Executive Director to negotiate the terms of the
16 easement.

17 MR. HILL: I'll make a motion for
18 8.d.(1).

19 MR. MCGETTIGAN: Second.

20 MR. BOR: Mr. Lea?

21 MR. LEA: Yes.

22 MR. BOR: Colanzi?

23 MR. COLANZI: Yes.

24 MR. BOR: McGettigan?

25 MR. MCGETTIGAN: Yes.

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1 MR. BOR: Hill?

2 MR. HILL: Yes.

3 MR. BOR: Smith?

4 MR. SMITH: Yes.

5 MR. LEVENSON: Thank you, very much.

6 MR. WARD: They're going to be building
7 a temporary bridge. They're also going to do some
8 path improvement because of the equipment, so we
9 could end up with a better situation than it is now.

10 MR. MCGETTIGAN: What is the
11 equivalent, just receive the dredges?

12 MR. WARD: I think they barge it in as
13 far as they can and they have to pump it through big
14 tubes over to the area.

15 MR. MCGETTIGAN: And the machinery
16 pumps it?

17 MS. BAILEY: There is no question about
18 what he negotiates, correct?

19 MR. SMITH: Run that by me again, Pat.

20 MS. BAILEY: What I'm asking you, if I
21 understand correctly, Mr. Ward is going to negotiate
22 this. This resolution gives him the ability to
23 negotiate this, so I'm assuming there is a dollar
24 figure?

25 MR. WARD: No, it's a public project,

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1 no money.

2 MR. SMITH: No money involved?

3 MR. WARD: We will negotiate what our
4 costs will be to manage security and to oversight.
5 Because they're going to use contractors and so it's
6 not going to be DOT employees. They the DOT will
7 contract this out to certain contractors, and then
8 we're going to place our fees.

9 MS. BAILEY: I understand. I just want
10 to make sure we weren't negotiating dollar fees.

11 MR. WARD: We need to send our people
12 out to open and close the gates and so forth.

13 MS. BAILEY: Okay.

14 MR. WARD: Executive Director's report
15 at number four. We have received invitation to the
16 harvest brunch for the arts, Marty Wilson Art and
17 Music Foundation. Certainly glad to see that the
18 foundation is continuing. After suffering the loss
19 of Ms. Eccles, who passed away this year. They
20 requested five cases of water. I want to make sure
21 they get that.

22 I attended the Association of
23 Environmental Authority's presentation on August the
24 13th. As you will note, Atlantic City MUA was part
25 of the discussion and I had an opportunity to discuss

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1 with other similarly situated public water systems
2 what our challenges were with respect to challenges
3 that Atlantic City faces.

4 In addition, we had an opportunity to
5 discuss Senate bill No. 848, which has been
6 introduced by Donald Norcross and Jim Whelan, and
7 this is the Government Energy Reliability and Savings
8 Public Private Partnership Act. It's a very
9 interesting concept, which allows for the
10 collaboration, further collaboration between public
11 entities such as ours and private energy producing
12 organizations. We want to keep our eye on this.
13 I've already contacted Mr. Whelan to let him know
14 this is a direction that we are somewhat in favor of.

15 Tomorrow at 10 a.m. our staff meets
16 with Alaimo Engineering to begin Alaimo's analysis of
17 the Ernst and Young report, preparing our own
18 separate report with respect to the operation of the
19 MUA. So tomorrow we're meeting at the plant and we
20 expect that that report will be available to us
21 within two to three weeks.

22 I want to share with you a claims
23 analysis report that I received yesterday from our
24 insurance carriers. Pass them around. We're doing
25 very well in terms of our liability exposure in the

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1 City, particularly given the fact that we have
2 thousands of meter pits and sidewalk locations where
3 our assets are. The representative from the
4 insurance company felt that we were doing very very
5 well. We're also going to have a vulnerability
6 assessment provided for us at no cost. Vulnerability
7 expert will come in and examine all of our physical
8 installations and give us a report on areas that we
9 may focus on, doors that need to be locked, surfaces
10 that may need better traction, so forth and so on.
11 So somewhat positive on our claims analysis for
12 public liability.

13 At the special meeting of the Board,
14 August 10th, the Board directed me to open a press
15 conference on our idea for Duck Island and also our
16 movement to engage an engineer to respond to the
17 Ernst and Young report. I'm just happy that we made
18 the top fold of the front paper, front page with a
19 pretty compelling article, for the most part. That
20 article having been followed by an opinion by the
21 Press, which is, for the most part clearly intimates
22 that what we are saying has merit and value that
23 needs to be carefully scrutinized. For those Members
24 of the Board who are not as familiar with Duck
25 Island, I wanted to place in your hands, number one,

JACQUELINE M. ZARRILLO, CCR

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1 the presentation that I provided to City Council on
2 Duck Island, and the front page is what I'm providing
3 is an article that was written and posted in the
4 Press August the 29th, 2010. I was a City Council
5 member back then and I headed up an alternative
6 energy task force and I raised the question of Duck
7 Island for development of solar power. Subsequent to
8 that, the task force completed the solar energy
9 rooftop installation on the public works building.
10 We were awarded a grant of \$219,000 for solar powered
11 parking meters. We also were involved with Richard
12 Stockton College and we're going to continue to be
13 involved with our college partners on further work.
14 But basically this was the presentation that we made
15 available to City Council showing, you know, the
16 illustration of Duck Island and discussing its
17 potential and the opportunity for us to stimulate the
18 constraints found by the City by creating an
19 alternative energy revenue producing unit.

20 MR. HILL: Mr. Director, did you
21 address the whole Council or was it just a committee
22 meeting, just curious?

23 MR. WARD: I sent these individually by
24 mail, hand-delivered mail. I didn't address them, I
25 sent them by mail.

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1 So proceeding on, 4.b would be
2 financial report. Ms. Bazemore?

3 MS. BAZEMORE: You have the reports
4 through June 30, 2015. And if you have any
5 questions, let me know.

6 MR. WARD: Okay. 4.c is the shut offs.
7 I do notice when I read the shut offs, I can see a
8 number of individuals that I know who have deceased
9 and their accounts are still in the deceased name and
10 that raises always the issue as to whether or not
11 other relatives have begun the probate process and so
12 forth and so on. That's always a continuing problem
13 when the last rights and affairs are sort of left
14 dangling along, but I noticed in a number of cases
15 individuals, who I know have passed away, and those
16 accounts are still in the names, so --

17 Engineering committee meeting was
18 canceled. We will be scheduling another. We didn't
19 have much to offer to call a meeting, so 4.d, there
20 is no engineering committee meeting.

21 There is a personnel committee
22 memorandum. Personnel committee did have a meeting.
23 We are, at this point, pleased with Raymond Cianfrani
24 serving as assistant distribution manager. Seems to
25 be getting along well with Willie Norman and I think

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1 Mr. Moyle might second what I'm saying. In terms of
2 some degree of smoothness in an area that, of course
3 deserves critical attention from us. So we're pretty
4 pleased with that.

5 MR. MOYLE: Yes, don't want to jinx it.

6 MR. WARD: Director's Forum, number
7 five.

8 MR. SMITH: I just want to apologize to
9 the Board for our special meeting. I was a little
10 under the weather and wasn't feeling well. I just
11 felt the meeting I had with Gary and I had with the
12 mayor, to me seemed patronizing and I hadn't gotten
13 over it and I still haven't gotten over it, but it is
14 what it is and I want to leave it, go step by step as
15 we proceed with this buy-out or change-over or
16 whatever it is. We're trying to learn how to accept
17 what it is. It's very hard. Other than that, keep
18 doing what we're doing.

19 MR. WARD: And Mr. Chairman, if I may
20 interject at this juncture, during April when our
21 hopes of our continuation were being threatened, I
22 was very depressed.

23 MR. SMITH: I know.

24 MR. WARD: Extremely depressed and I
25 shared that with you.

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1 MR. SMITH: Believe me.

2 MR. WARD: I understand, so we all have
3 a heart and passion in what we do. We do it well and
4 I'm glad that we are, you know, we're all here
5 together.

6 MR. SMITH: And we have to stick
7 together with this process.

8 MR. WARD: Absolutely.

9 Okay. Old Business, under 7.a,
10 resolution 7.a.(1). We are finally able to accept
11 our water laterals bid from Weco. I think it went
12 out three times for this.

13 MR. MOYLE: Yes, and negotiated.

14 MR. WARD: So that would be resolution
15 7.a.(1) to accept the bids for --

16 MR. SMITH: What was that, 200,000?

17 MR. HILL: 272. It's still a
18 difference.

19 MR. COLANZI: I'll make it.

20 MR. MCGETTIGAN: Second.

21 MR. BOR: Mr. Lea?

22 MR. LEA: Yes.

23 MR. BOR: Colanzi?

24 MR. COLANZI: Yes.

25 MR. BOR: McGettigan?

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1 MR. MCGETTIGAN: Yes.
2 MR. BOR: Hill?
3 MR. HILL: Yes.
4 MR. BOR: Smith?
5 MR. SMITH: Yes.
6 MR. BOR: Carries.
7 MR. WARD: 7.a.(2), water meter boxes,
8 rings and lids. That would be 7.a.(2). Questions on
9 7.a.(2)?
10 MR. MCGETTIGAN: No.
11 MR. BOR: Is there a motion?
12 MR. MCGETTIGAN: Yes.
13 MR. HILL: Second.
14 MR. BOR: Mr. Lea?
15 MR. LEA: Yes.
16 MR. BOR: Colanzi?
17 MR. COLANZI: Yes.
18 MR. BOR: McGettigan?
19 MR. MCGETTIGAN: Yes.
20 MR. BOR: Hill?
21 MR. HILL: Yes.
22 MR. BOR: Smith?
23 MR. SMITH: Yes.
24 MR. BOR: Carries.
25 MR. WARD: 7.a.(3), miscellaneous

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1 plumbing alterations. We received one bid from
2 Falasca. Falasca has been our current mechanical
3 services provider and we've been satisfied with them.

4 MR. HILL: A question. Is this
5 basically around the same amount as the previous,
6 about 75?

7 MR. CLAUDE SMITH: It's a little less
8 than what it was last year.

9 MR. HILL: Thank you.

10 MR. BOR: Any motion?

11 MR. COLANZI: I'll make it.

12 MR. MCGETTIGAN: Second.

13 MR. BOR: Mr. Lea?

14 MR. LEA: Yes.

15 MR. BOR: Colanzi?

16 MR. COLANZI: Yes.

17 MR. BOR: McGettigan?

18 MR. MCGETTIGAN: Yes.

19 MR. BOR: Hill?

20 MR. HILL: Yes.

21 MR. BOR: Smith?

22 MR. SMITH: Yes.

23 MR. BOR: Carries.

24 MR. WARD: Engineering, Mr. Smith, ASR
25 well?

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1 MR. CLAUDE SMITH: Just a follow-up of
2 what we accomplished since the last Board meeting.
3 At the last Board meeting, I had a couple items that
4 I did want to accomplish in regards to the ASR well.
5 One was to meet with the contractor and subcontractor
6 and at the same time have the subcontractor come out
7 and do some testing and repairs on the SCADA systems
8 for the ASR wells. Both of those things were
9 accomplished.

10 We're in the stage right now, I have to
11 work with Garth in regards to do some additional
12 testing and operation, update ASR well to follow
13 through with the actions completed. We're a little
14 closer to closing out this project. All the spare
15 parts items that we've received, so I'm satisfied
16 with that. Once we can actually go through the
17 testing and operation process, I think we're very
18 close to close this project out.

19 On the cradle project, we did actually
20 go out with the environmentalists. We did do our
21 observation of all the remediation work that was
22 actually done. We were satisfied with what was
23 actually -- what we saw, I should say. She's in the
24 process of completing her report. Once that's done,
25 that would be submitted to the State and I think once

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1 that's done, again we'll be closer to actually
2 closing out the cradle project. So these two
3 projects are much closer to actually being closed
4 out.

5 MR. WARD: 7.b.(3), solar FAA. The FAA
6 Technical Center has advised that they're going to
7 proceed on a solar project, which would include
8 floating solar on the upper reservoir. First quarter
9 of 2016 the FAA will proceed with an RFP for floating
10 solar.

11 Now, I am also in contact with the FAA
12 to include the lower reservoir, because they're
13 really two bodies of water that are linked. It's
14 really two bodies that are linked, so the contractor
15 that is selected to install floating solar could
16 conceivably double the production by coming onto the
17 lower reservoir also. We'll know more about this as
18 we continue through this year, but certainly the FAA
19 is on target for a first quarter 2016 solar
20 installation to include floating solar on our
21 reservoir.

22 I have immediately contacted the
23 Richard Stockton College, who is very very interested
24 in participating with us on a research study. Again,
25 we're talking about what is potentially the largest

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1 floating solar project in the United States and
2 perhaps in the world. The research potential is
3 significant in that for those floating solar
4 installations in Japan and Singapore, it has been
5 shown that the level of biota is decreased as a
6 result of the solar panels shading the water, so if
7 the water is shaded, Richard Stockton College can do
8 a study to examine the amounts of biota in the water
9 now, and then when it shades, what is the decline and
10 what is the decline rate. This will have a
11 significant economic research impact on water
12 treatment facilities with respect to chemical usage,
13 because again we have our chemical supply, which is
14 based upon a raw water condition, and if that raw
15 water condition is improved as a result of floating
16 solar, that by-product has perhaps a significant
17 economic advantage also. So we have some good news
18 coming towards the end of this year, and certainly
19 into the --

20 MR. MCGETTIGAN: Why is the FAA or
21 whatever it's called now is the lead on the solar
22 project and contract?

23 MR. WARD: They are contracting for
24 major solar. See, we started with the idea. We
25 started and gave them the idea. Now they have

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1 reviewed their electric profile and they want to not
2 only do a number of land based installations, but
3 they're also saying they'll put it out there in the
4 RFP for the floating solar.

5 MR. MCGETTIGAN: On our water?

6 MR. WARD: Yes, on our water. We would
7 retain a fee for leasing the platform. All of the
8 energy would be sold back to the FAA.

9 MR. MCGETTIGAN: So what happens to the
10 lower? Do we control it the same way?

11 MR. WARD: We would also rent it. We
12 would rent the platform on the lower.

13 MR. MCGETTIGAN: Rather than us get
14 involved and be the owner of the project?

15 MR. WARD: Again, we don't have a
16 resource to take that energy and use it ourselves.
17 We talked about aggregate net metering, which the BPU
18 wasn't really ready to allow us to use one pumping
19 station.

20 MR. MCGETTIGAN: Off of what road is
21 that?

22 MR. WARD: Right off of Mill Road, we
23 have a small pumping station off of Mill Road that
24 only uses this much energy. And what we wanted to do
25 is put floating solar on the lower and aggregate net

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1 meters, so that we could use that power throughout
2 our organizations. But that was a little far
3 fetched. Now basically what we will have is we will
4 have the opportunity of, number one, being
5 recognized. Number two, we'll get some rental fee as
6 a result and also perhaps our water, raw water coming
7 into our system will actually be improved.

8 MR. MCGETTIGAN: But they only showed
9 interest in the upper pond at first?

10 MR. WARD: Again, the upper pond is
11 within their boundaries and that's why they started
12 there. I said, Wait a minute, if you're going to do
13 the upper pond, do the lower pond as well, so that's
14 in our boundaries.

15 MR. MCGETTIGAN: Is it Galloway?

16 MR. WARD: Three cities, Galloway,
17 Pleasantville and E.H.T.

18 MR. MOYLE: Absecon.

19 MR. WARD: Absecon, E.H.T.

20 MR. MCGETTIGAN: So we're going to
21 approach them?

22 MR. WARD: Yes, we're staying with them
23 and Stockton, so that looks good.

24 MR. MCGETTIGAN: Very good.

25 MR. SMITH: Again, the federal

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1 government is taking care of all the expense?

2 MR. WARD: There is no expense to us
3 whatsoever.

4 MR. SMITH: That's what I was implying.

5 MR. WARD: Put that on the record. We
6 have no expense in this. Our idea is to get us
7 involved in this project. We have no expense.

8 MR. SMITH: I know your pet peeve and
9 you're doing well.

10 MR. WARD: Moving on to New Business.
11 We've done 8.a.(1). We're down to 8.a(2), which is
12 an abatement for an Ernest Howard and unnecessary to
13 appear. That's resolution 8.a(2).

14 MR. MCGETTIGAN: I'll make the motion.

15 MR. BOR: Is there a second?

16 MR. SMITH: Second.

17 MR. BOR: Mr. Lea?

18 MR. LEA: Yes.

19 MR. BOR: Colanzi?

20 MR. COLANZI: Yes.

21 MR. BOR: McGettigan?

22 MR. MCGETTIGAN: Yes.

23 MR. BOR: Hill?

24 MR. HILL: Yes.

25 MR. BOR: Smith?

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1 MR. SMITH: Yes.

2 MR. BOR: Carries.

3 MR. WARD: Resolution 8.c.(1) is bond
4 counsel. Wait a minute, but I skipped b.(1) request
5 for proposals, 8.b.(1).

6 MR. HILL: This is just to go out
7 annually?

8 MR. WARD: 8.b.(1), just out of order,
9 I'm sorry. This is resolution 8.b.(1) to go out for
10 general liability and public officials liability.
11 It's 8.b.(1).

12 MR. SMITH: Move it.

13 MR. BOR: Resolution on both b.(1) and
14 (2), would that be fine?

15 MR. WARD: That's fine.

16 MR. HILL: Second.

17 MR. BOR: Mr. Lea?

18 MR. LEA: Yes.

19 MR. BOR: Colanzi?

20 MR. COLANZI: Yes.

21 MR. BOR: McGettigan?

22 MR. MCGETTIGAN: Yes.

23 MR. BOR: Hill?

24 MR. HILL: Yes.

25 MR. BOR: Smith?

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1 MR. SMITH: Yes.

2 MR. BOR: Carries.

3 MR. WARD: Okay. Resolution 8.b --
4 8.c.(1), special bond counsel for the Duck Island
5 concept, which we've shared both with the Press and
6 we've shared with City Council.

7 MR. BOR: And Mayor.

8 MR. WARD: And Mayor, yes. Where we
9 would ask for the ability to appoint special bond
10 counsel if of course this is decided by the City,
11 that they want to proceed. If the City wants to
12 proceed with the land sale, we would go out to bond
13 and we would need a special bond counsel with
14 specific experience on intergovernmental land
15 purchase transfer, so forth and so on. So my request
16 is for special bond counsel under 8.c.(1), which is
17 DeCotiis, Fitzpatrick and Cole. That firm having
18 been involved with both the transfers on the New
19 Jersey Turnpike extension and numerous other public
20 land bond parcel offerings.

21 MR. SMITH: We're not jumping the gun
22 on this, are we?

23 MR. WARD: No, this is to get ready in
24 case we have to move. And again, rather than to have
25 a 90-day wait period, it will take at least 60 days

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1 to do this job at least, but if we get an okay from
2 the City that they want to proceed, we will be ready
3 to pull the trigger. Now, there is also no cost
4 involved from us at this point, because that would be
5 built into the bond.

6 MR. HILL: There is no cost for us?

7 MR. WARD: No.

8 MR. BOR: Just to reiterate, I think
9 Executive Director is correct. Have them in place.
10 There will be no cost to us. He does bond counsel
11 until and unless there is some agreement reached with
12 the City on this land transfer, which is still very
13 far from actually happening, as Bruce has indicated.
14 And I, as most of the Board knows, I met with the
15 mayor myself to talk about it. He did not seem
16 interested in 2015 for the land transfer, but seemed
17 to have interest in 2016. They have to review it.
18 Where he's coming from on that dichotomy, he wasn't
19 prepared to share about with me. All this does is
20 have somebody lying in wait if we need him.

21 MR. SMITH: Move it.

22 MR. MCGETTIGAN: Just the, once again,
23 the evaluation, is that prepared through bond counsel
24 or do they then bring in --

25 MR. WARD: You asked that question and

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1 I tried to give thought to it. The evaluation is
2 complex in the sense that we have the City asking for
3 a contribution from the Authority in the range of
4 five to six million. And the question is, how do we
5 do that and allow our Authority to maintain? By
6 purchase, we can transfer those dollars and then
7 begin to develop Duck Island as a revenue generator.
8 I don't know another way that we could come up with
9 five or \$6 million without cutting our staff to bare
10 bones, and so yes.

11 MR. MCGETTIGAN: My only question is,
12 how are we going to get a true value that we can
13 purchase it for?

14 MR. SMITH: That's what we're trying to
15 do is get somebody to give us information on what
16 it's worth.

17 MR. MCGETTIGAN: That's what I'm
18 saying, is bond counsel involved in this or do we,
19 before bond counsel, go and have appraisers value it
20 for us? I don't know how we are to place the \$5
21 million value on it.

22 MR. WARD: Might begin to look at Bader
23 Field and what Bader Field's value is on a per acre
24 basis and extrapolate across the bay to Duck Island
25 and its potential. And again, a lot of it is

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1 speculative, I agree, because its access.

2 MR. SMITH: It's all spec.

3 MR. WARD: Its access is not as true as
4 Bader Field, coming off of Route 40. But it does
5 have a significant revenue generating perspective.
6 We don't look at it as a housing development site.
7 We don't look at it as storage site or buildings, but
8 for solar and perhaps wind, and given the fact that
9 it appears that the voices for alternative energy
10 modification and enhancement are all around us.

11 We just had a meeting at Richard
12 Stockton College with the Board of Public Utilities
13 and the Board of Public Utilities heard an awful lot
14 from the audience about stimulating alternative
15 energy, including offshore windmills. Here we have
16 Senator Whelan and Senator Norcross supporting
17 further energy development concepts where public and
18 private can come together. I just know that I can't
19 give you an exact amount that Duck Island is worth on
20 an acre basis. I know that is speculative, but the
21 speculation in terms of its upside is there. Is
22 really there.

23 MR. BOR: In response to John's query,
24 which is a hundred percent valid, of course there may
25 come a point in time, and I'm sure the consultants

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1 can do it, that can evaluate per acre and per type
2 and modality of energy saving devices and that can
3 translate, because that would -- might translate into
4 millions a year in terms of solar and wind, but of
5 course we don't have anybody on board to do this at
6 this point. We're almost working backward. We're
7 taking a figure that we think the City might have
8 interest in because of whatever their figure, and
9 have a land that is otherwise worthless. They've
10 never had any interest in it, but there may come a
11 point in time where we may have it evaluated, but
12 we're pretty confident from the financial gain
13 through the solar distribution of energy and wind,
14 perhaps that would be well over \$5 million.

15 MR. WARD: Every 12 acres, will
16 generate at least a million dollars given what we've
17 got at the plant. So in further improvements in the
18 technology, in the amount of energy that's created by
19 panels, they just keep improving and improving and
20 panel costs keep going down. I just think we're in
21 the right way here.

22 MR. SMITH: The key word is
23 speculation. We may not need it. We might not even
24 do this at all if they don't want to sell it or buy
25 it. It's a good way to be. It's good to be

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1 prepared, is all I'm saying.

2 MR. MCGETTIGAN: Thank you.

3 MR. WARD: Looking for a second.

4 MR. BOR: Is there --

5 MR. HILL: I'll 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: Okay. 8.d. we have
17 completed. That was Gateway. 8.e is Allied Barton
18 Security Services, auto accident.

19 MS. BAZEMORE: I just -- Bruce, I
20 didn't mention to you, I guess a month or so ago
21 where an individual that works for Allied Security
22 was in an automobile accident in our vehicle and we
23 were seeking to have Allied to be responsible for all
24 of the costs associated with the accident. Not only
25 our vehicle, but they actually took down a light

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1 pole. I have some pictures that we could send
2 around.

3 We sent everything over to our
4 insurance company and they came out, they appraised
5 the vehicle and they submitted us a check in the
6 amount of \$5,000. But we now determined that it has
7 frame damage, so it may be some additional costs.
8 However, Allied, I've sent several e-mails informing
9 them of the accident. And per our contract, they
10 should be responsible. No one is responding. And I
11 sent the information to Fred, as well, so I just
12 wanted to bring information to the Board that we have
13 the situation where their employee had an accident
14 and, you know, they should be responsible for it, but
15 at this point they have not owned up to it.

16 MR. SMITH: Clear this up. They drive
17 our equipment or they don't have their own?

18 MR. WARD: That's been the practice
19 since before I came.

20 MR. SMITH: No, but how come we weren't
21 aware of this? What do they do with our vehicles?

22 MS. BAZEMORE: They patrol the City.

23 MR. MOYLE: Work sites, check work
24 sites.

25 MR. HILL: This is the way we've always

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1 done it.

2 MR. SMITH: I wasn't aware of it. I
3 thought when they came aboard, they supplied their
4 own vehicles.

5 MR. MOYLE: No, not at that price.

6 MR. SMITH: What you're saying, they
7 don't want to pay now?

8 MS. BAZEMORE: They're not responding
9 to my e-mails and it almost seems like they feel like
10 it's our responsibility. It is our vehicle and
11 typically any costs or problem with the vehicle,
12 because it's insured under us, that we would be
13 responsible. But the point is that it was their
14 driver. They have their insurance. That information
15 we request when we go out for an RFP.

16 MR. SMITH: Let's put it in the
17 solicitor's hands.

18 MR. BOR: Auto insurance follows the
19 car, follows the automobile.

20 MR. HILL: That's why, probably.

21 MR. BOR: Linda, automobile insurance
22 follows the automobile, not the person. It's our
23 automobile. We're on the hook.

24 MS. BAZEMORE: I sent our insurance
25 company the contract and all the information, and

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1 they may try to subrogate and go after the other
2 insurance company, but I think it's pretty shady that
3 they're not even responding, considering we have a
4 contract.

5 MS. BAILEY: We're going to get a bill
6 there for this pole? The pole itself will be paid
7 through who?

8 MS. BAZEMORE: At this point, the City
9 is going to bill us at some point, that's what I'm
10 thinking.

11 MS. BAILEY: So we're going after them,
12 basically?

13 MS. BAZEMORE: Yes, I sent everything
14 to Fred, but I just wanted to bring this to the
15 Board.

16 MR. BOR: Unfortunately, it's quite
17 true that automobile insurance will follow the car
18 and the person was driving with our consent or
19 permission. He's a permissive operator and it will
20 come back on our insurance.

21 MR. MCGETTIGAN: You're claiming that
22 it's part of our RFP that they're liable for damages?

23 MS. BAZEMORE: Pretty much.

24 MR. MCGETTIGAN: Does that --

25 MR. BOR: There is a theory, once our

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1 carrier pays, if it's in the RFP, we might be open to
2 indemnification, have them reimburse us or our
3 carrier for what they paid, but at least in the first
4 instance, it's going to be our insurance.

5 MR. SMITH: What do we have on
6 California Avenue? What is our vehicle doing on
7 California Avenue?

8 MS. BAILEY: Good question.

9 MR. MOYLE: Checking something out.
10 Again, I'm not exactly sure. We've got plates all
11 over the City we like to keep an eye on in case
12 they're shifting and somebody is going to fall in and
13 there is lots of sites.

14 MR. HILL: You want Fred, Linda, to
15 talk the them? That's what it sounds like, we're
16 responsible, but maybe they can do something, okay.

17 MR. WARD: Yes, it's online, yes. It's
18 online. So with respect to this accident, let's say
19 that Linda and Solicitor will stay close together.
20 Again, there is some shortcomings that we feel right
21 now. Let's get an analysis of where the legal pieces
22 are and how they can come together, both by contract
23 and both by insurance.

24 MR. SMITH: When is our contract up
25 with them?

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1 MR. WARD: There is a contract that we
2 have with them that they're liable, but insurance
3 means that the vehicle is where the liability lays,
4 with our permission. So we may be able to work it
5 out, pull it altogether. Allied Barton might want to
6 help us to get through this.

7 MS. BAZEMORE: I got to check. They
8 probably will call me back or e-mail me back.

9 MR. WARD: Okay.

10 MR. SMITH: Work with Fred and come up
11 with --

12 MR. WARD: 8.f. we have the new website
13 up. I've only seen pieces of it, unfortunately, but
14 please go on www.acmua.org and see our new website
15 face page.

16 Monthly bills are resolution 9.a.

17 MR. BOR: Is there a motion?

18 MR. SMITH: Move them.

19 MR. MCGETTIGAN: Second.

20 MR. BOR: Mr. Lea?

21 MR. LEA: Yes.

22 MR. BOR: Colanzi? Not here. Not
23 necessary for this vote. 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: And we're at Executive
5 Session, number 10. Move to go into Executive
6 Session?

7 MR. SMITH: Yes, move it.

8 (Closed Session from
9 11:05 a.m. to 11:50 a.m.)

10 MR. WARD: We are we back in Open
11 Session. The Board met in Closed Session and labor
12 counsel advised that contract negotiations with the
13 three labor organizations are continuing, probably
14 down to some final documents to get completed.

15 With regard to City development, we
16 discussed the situation with the accounting firm
17 Ford, Scott and the Solicitor will be sending a
18 letter advising Ford, Scott to place their
19 malpractice carrier on notice.

20 The management -- excuse me, the
21 resolution 10.a.(4) was discussed by Members of the
22 Board. And Board decided to table that resolution at
23 this point.

24 And Solicitor reported on the EPOX-Z
25 matter of the 25 gallons of roofing material that has

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1 not been provided to the Authority by contract, and
2 Solicitor will be formulating a lawsuit to try to
3 ensure compliance with the roofing material. And
4 that concluded the --

5 MR. WEBER: Also the Solicitor may be
6 taking steps to notify the Board of certified
7 auditors.

8 MR. WARD: Yes, the Board may be taking
9 steps to notify the Board of certified auditors with
10 respect to the matters involving the non audit
11 services provided by Ford, Scott and company. And
12 that concluded the Closed Session.

13 MR. BOR: Nothing else from my side.
14 If the Chairman wishes, move for adjournment?

15 MR. MCGETTIGAN: Your action doesn't
16 require resolutions?

17 MR. BOR: No.

18 MR. SMITH: I was just going to suggest
19 we're adjourned.

20 MR. BOR: Hearing no objection.

21 (The meeting adjourned at 11:55 a.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.

JACQUELINE M. ZARRILLO
Certified Court Reporter
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DATED: August 31, 2015

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