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ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
BOARD OF DIRECTORS MEETING

Wednesday, January 15, 2014

G. Bruce Ward, Executive Director
Linda R. Bazemore, Deputy Executive Director
Garth Moyle, Deputy Executive Director
Fredric L. Bor, Esquire, Board Solicitor
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
Edmund J. Colanzi

Also Present: Steven Glickman, Esquire

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.

JACQUELINE M. ZARRILLO, CCR
CERTIFIED COURT REPORTER
1724 TILTON ROAD
NORTHFIELD, NEW JERSEY 08225
(609) 641-6640

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I N D E X

PUBLIC

PAGE

(NO PUBLIC PRESENT.)

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1 MR. SMITH: Adequate notice of this
2 meeting has been provided, as required by law, by
3 mailing into the Press a list of the regularly
4 scheduled meetings of the Board of Directors.
5 Included in the notice is the regularly scheduled
6 meeting for January 15, 2014, 401 North Virginia
7 Avenue, conference room, Atlantic City, New Jersey.
8 Copy of said notice was sent to city clerk to be
9 posted. All of the aforesaid complies with Chapter
10 231 of the laws of 1975, known as open public meeting
11 laws. Roll call?

12 MR. BOR: Mr. Lea?

13 MR. LEA: Here.

14 MR. BOR: Colanzi? McGettigan?

15 MR. MCGETTIGAN: Here.

16 MR. BOR: Hill?

17 MR. HILL: Here.

18 MR. BOR: Smith?

19 MR. SMITH: Here.

20 MR. BOR: Mr. Colanzi is in the
21 building, but not present at the moment. Quorum.

22 Minutes of December 18th meeting have
23 been supplied to the Members of the Board. Any
24 motions on that?

25 MR. HILL: Motion to accept.

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1 MR. MCGETTIGAN: Second.

2 MR. BOR: Mr. Lea?

3 MR. LEA: Yes.

4 MR. BOR: McGettigan?

5 MR. MCGETTIGAN: Yes.

6 MR. BOR: Hill?

7 MR. HILL: Yes.

8 MR. BOR: Smith?

9 MR. SMITH: Yes.

10 MR. BOR: Accepted. The time is yours,
11 Mr. Director.

12 MR. WARD: As a prelude to Director's
13 report, a week ago today approximately 3:15 p.m.
14 there were five gunshots across the road here, which
15 resulted in a large number of young people, students
16 from New York Avenue School running across the
17 street, one of whom was a victim who eventually
18 expired on our property. The staff at the lower
19 level here went into a lockdown mode and the staff
20 upstairs, we were all visibly shaken by this event.

21 There was the yellow caution tape all
22 around the exterior of the building. It was an
23 amazing crime scene. So also Monday of this week
24 there was a memorial service across the street at
25 Union Baptist Church. A number of us were there

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1 because we felt a real connection to this tragedy, so
2 I just wanted to kind of report that to the Board.
3 That was a traumatic thing.

4 MR. SMITH: I notice you still got the,
5 by the tanks out there, where the kid died, they have
6 a memorial set up out there. That's on our property?

7 MR. WARD: Yes, it is.

8 MR. SMITH: Is that where he expired,
9 the kid?

10 MR. WARD: He expired steps away from
11 that spot and we were watching out the window when
12 the volunteer nurse came and stopped and gave --

13 MR. HILL: I read her story.

14 MR. WARD: -- chest compressions. She
15 was trying to revive him, but it was a terrible
16 situation. But we also had police officers come
17 inside to look at our cameras and we didn't have a
18 complete of any of the scene, but we were there to
19 support whatever law enforcement needs.

20 On a happier note --

21 MR. SMITH: On that, to add to that, I
22 think the kid turned himself in, didn't he?

23 MR. WARD: Yes.

24 MR. SMITH: 14 years old?

25 MR. WARD: 14 years old.

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1 MR. SMITH: Okay. Unfortunate
2 incident.

3 MR. WARD: On a much happier note, I
4 was happy to attend the ceremony for William Sonny
5 Lea, which was a street corner that I was, sort of
6 got my maturity on, came around the curve as a
7 resident of Atlantic City. I spent many days there
8 and it was interesting that during the ceremony,
9 another Sonny from Philadelphia, Sonny Hill and Sonny
10 Lea both realized on that day that they had the first
11 names the same. They knew each other for years, but
12 didn't know they both were William because nobody
13 uses William when they refer to them. It's just a
14 common nickname which is so popular, so it was a
15 great ceremony attended by a number of people and
16 that memorial will stand on a very signature corner
17 to remember a good guy from our city.

18 MR. SMITH: Congratulations, Sonny.

19 MR. LEA: Thanks, thanks.

20 MR. MCGETTIGAN: Way to go.

21 MR. WARD: Gary has the testimonial
22 dinner announcements for Neil Goldfine, which is
23 February 7th at Fin at Tropicana.

24 MR. HILL: Right.

25 MR. WARD: We had a heater failure on a

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1 morning, I'm sorry, I don't have the date, but I
2 called Chairman to go over our situation. We had a
3 heater failure on the administrative side of the
4 building and we had employees sitting around in
5 coats. So once we figured out that the repairs were
6 not going to be able to be made on that day, we had
7 an early out for our employees here.

8 We have a new phone system.

9 MR. HILL: Did you get it fixed?

10 MR. WARD: Oh, yes.

11 MR. HILL: It's warm now.

12 MR. WARD: Oh, yes. The staff stayed
13 right on it. We came in the next morning; it was
14 nice and toasty.

15 The new phone system, the new upgrade
16 of our phone system has been installed. There are
17 still bugs. The improvement of the system allows for
18 an interconnection between plant and our
19 administrative office here. Heretofore I think we
20 had to call outside to call the plant, but now we can
21 call by extension and reach the plant and vice versa.

22 But continued training and continued
23 debugging on how to operate this new system is
24 ongoing. Claude Smith is in charge of implementing
25 that.

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1 Item e is Atlantic City Alliance.
2 Atlantic City Alliance had agreed with the meeting
3 between myself and Board Member Hill to provide a
4 \$10,000 payment for use of their logo on the
5 \$2 million tank, and Ms. Cartmell did send a letter
6 and signed off on the \$10,000 payment for the tank.

7 The tank refurbishing.

8 MR. SMITH: Is that yearly or just a
9 one-time payment?

10 MR. WARD: One-time payment.

11 Claude Smith has been in touch with the
12 painters to begin to exchange the color design scheme
13 and so on and so forth, so that project is moving
14 forward.

15 At the last meeting Board asked me to
16 consider what would be our response to the
17 Yellowbird, LLC matter, which was the tank design
18 that's currently up there. That would be 4 f. I've
19 done an analysis which, first of all, reveals that
20 the contract that the MUA negotiated and executed
21 with Yellowbird is void. It was void because of the
22 failure of Yellowbird to secure CRDA funding, so they
23 had no contract.

24 The fact that the MUA began and started
25 to put up the logo design from Yellowbird caused

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1 again the controversy of how we would respond to it,
2 how we would go to the next step. And basically
3 since Yellowbird's contract has failed, the only
4 assertion they could make against the Authority is
5 that the Authority is unjustly enriched by use of
6 their design. That's a very quantum meruit. And
7 when you calculate the number of months of useful
8 life of the tank and the actual benefit to the
9 Authority for the five or so months that logo will be
10 up, their total damages would be \$121.50. That is if
11 they played hardball, it would be \$121.50.

12 Now beyond that, of course, we
13 recognized in the last meeting that Mr. Goldfine
14 indicated to Yellowbird that he would recommend to
15 the Board the Board pay them \$3,500. So I just want
16 to make an analysis clear on where the Authority
17 stands and have the Authority -- have the Board give
18 me whatever advice and consent you wish for me to
19 talk Yellowbird.

20 MR. SMITH: It's a no brainer, 3,000 as
21 opposed to \$121, as far as I'm concerned, unless
22 there is some other legality I'm not aware of.

23 MR. BOR: I also went over the analysis
24 and Bruce is correct on his manner which he
25 calculates it. But it's even more interesting,

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1 because he's using as a factor 3,500. 3,500 doesn't
2 relate to anything other than Neil's gut of what he
3 would like to recommend. So 35 isn't even a magic
4 number. Whether it's 25 or 5,000, those are all
5 numbers that Neil just essentially set forth to the
6 Board as a way of it going away, if you will. So
7 even at the 3,500, \$121 is really their only
8 actionable damages if they were to pursue it, other
9 than legal fees. Legal fees wouldn't be that much
10 because I would win this case real fast and easy
11 because there is no contract.

12 The only thing the Board should
13 consider, other than the \$121, if there is anything
14 you want to give over that \$121, by way of good will
15 or something you want to do. You're under no legal
16 obligation to do it.

17 MR. SMITH: Who does this money go to?

18 MR. BOR: Yellowbird, but if we decide
19 to give some amount anywhere between zero and 35, I
20 assume it would go Yellowbird, but I would have to
21 have a very tight release, because I don't want these
22 Philadelphia people all of a sudden coming in --

23 MR. SMITH: Slow down. Yellowbird, is
24 that the two guys sitting here complaining about not
25 having --

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1 MR. BOR: Yes. But you remember,
2 Mr. Chairman, they also mentioned there were people
3 in Philadelphia, that they have a stake in this too,
4 so if we wanted to give them anything --

5 MR. SMITH: We don't have a contract?

6 MR. BOR: I'm not worried about that.

7 MR. SMITH: Exactly. It's the Board's
8 -- my view is that we don't give them anything. Let
9 them pursue it. Because if you give them something,
10 they think they're due more, maybe.

11 MR. HILL: That would be my concern.

12 MR. MCGETTIGAN: They also indicated
13 all the money they received they were going to
14 forward to Philadelphia people.

15 MR. SMITH: Is that what they
16 indicated, John?

17 MR. MCGETTIGAN: And our compassion was
18 being driven by them being locals.

19 MR. WARD: That's an operative term,
20 compassion, that's it.

21 MR. SMITH: But it wasn't going to help
22 them. They said they were going to send it away.

23 MR. MCGETTIGAN: No, seemed like it was
24 going to Philly, so why are we making the donation to
25 the Philadelphia people?

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1 MR. SMITH: Thank you. My sentiments,
2 exactly.

3 MR. BOR: Since the contract was
4 contingent upon that, we would have no legal
5 obligation to any anything.

6 MR. HILL: Right.

7 MR. SMITH: Is that the consensus?

8 MR. WARD: That's the consensus.

9 MR. BOR: I don't think we need a
10 resolution.

11 MR. WARD: No, we don't. We have no
12 contract.

13 MR. BOR: Nothing to consider.

14 MR. WARD: Next is Harrah's connection
15 fee. That would be g. Towards the end of the year,
16 staff recognized that Harrah's had an outstanding
17 connection fee balance due and we were concerned
18 that, as good neighbors in the city, that they
19 understood that paying that connection fee in 2013
20 would result in them clearing that debt without the
21 additional 2014 increase, which would be due and
22 owing as of January 1st.

23 Board Member Gary Hill reached out to
24 senior executives at Harrah's to alert them, as well
25 as I reached out to their law firm to alert them that

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1 they had an opportunity to get this paid, and it was
2 paid and it was paid on time.

3 MR. SMITH: What kind of money are we
4 talking about?

5 MS. BAZEMORE: 139,000.

6 MR. SMITH: And they paid it?

7 MR. WARD: Oh, yeah.

8 MS. BAZEMORE: That was half of the fee
9 for the year they were required to pay. That was the
10 second installment.

11 MR. SMITH: Good work, guys.

12 MR. HILL: They are finally moved.

13 MR. WARD: We had a visitation from the
14 EEO monitoring program of the State of New Jersey and
15 she spent an entire day going through contracts. Our
16 staff stepped up so that she had all of the
17 information that was requested and we received a
18 letter on January the 6th that we're in total
19 compliance. That's 4 h.

20 Solar energy. I have a meeting on the
21 23rd. It will be a walk-through at the plant to
22 investigate the potential of solar energy
23 installation.

24 Today we are paying approximately 900
25 or so thousand dollars annually in electric costs.

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1 Cost to the pumping and the energy that's required
2 for the treatment. We're paying close to a million
3 dollars.

4 MR. SMITH: Just at the plant?

5 MS. BAZEMORE: Overall.

6 MR. WARD: Overall, but the plant is
7 really where the major is.

8 MR. MCGETTIGAN: Is that supply and
9 transmission?

10 MS. BAZEMORE: Yes.

11 MR. WARD: So we're going to be walking
12 through with a firm called Standard Solar and
13 Standard Solar was the firm that I worked with as
14 city solicitor to install the solar panels on the
15 roof of the public works building in Atlantic City.
16 That is the second largest solar installation in the
17 city. The first, the largest being the convention
18 center, the new convention center.

19 This was a zero out of pocket; this
20 cost nothing to enter into this. It's a matter of
21 how you set the contract up, where over the life of
22 the term of the contract the energy that is generated
23 pays for all of the fees. In fact, in that
24 installation we also had the opportunity to have
25 funds to retrofit the roof so that the panels could

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1 stay for the life of the panels without any
2 interruption or disruption because of roofing issues,
3 so we have --

4 MR. SMITH: Are you stating, Bruce,
5 this would pay for the whole, I mean, bill of a
6 million dollars?

7 MR. WARD: I don't know that would pay
8 for the whole bill, but what we would hopefully bring
9 back is a package of savings at no out-of-pocket
10 cost. That would be my goal.

11 MR. SMITH: And this is just a walk-
12 through?

13 MR. WARD: This is only a walk-through
14 to get them to give us some advice.

15 MR. SMITH: Idea?

16 MR. WARD: And some ideas and some
17 protection.

18 MR. HILL: They did the convention
19 center too?

20 MR. WARD: I don't know if they did the
21 convention center, but they definitely did public
22 works.

23 MR. SMITH: Whatever savings, it would
24 be great because the electric bill is very high every
25 year.

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1 MR. BOR: But the savings would have to
2 go back to those to pay -- in other words, they're
3 being paid out of savings, is that what we're saying?

4 MR. WARD: In other words, the panels
5 generate electricity. Some of that electricity is
6 taken by the plant in order to cut down on the
7 plant's use of energy by Atlantic City Electric. The
8 other energy is going back into the grid to be sold
9 pursuant to the contract, which pays for the panels,
10 the installation and so forth and so on. It's a
11 complicated agreement. It's called a power purchase
12 agreement, which sets into motion all of the stake
13 holders and how they share in the power that's
14 generated based on how many acres you can put out.

15 MR. SMITH: This is not going to be any
16 out-of-pocket money for us; is that correct?

17 MR. WARD: That's my goal. There was
18 no out of pocket here. My goal is no out of pocket.

19 MR. MCGETTIGAN: Where would it be
20 placed, on the roof at the power plant?

21 MR. WARD: No, we have a large flat
22 area of ground.

23 MS. BAZEMORE: Basin A.

24 MR. MOYLE: We don't really want them
25 backfilling out there, because it tends to catch from

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1 the other swaths.

2 MR. WARD: We have to have you out
3 there. We have to talk about these issues, if the
4 project has potential. There are dollars to do
5 retrofitting to make the site comparable for that
6 installation.

7 The other location I'm looking at is
8 the lower damn in front of the lower damn, which is
9 fenced. There is also a lot of land there and there
10 is one electric --

11 MR. MOYLE: But it's only a 40 horse.

12 MR. WARD: If they can take it in there
13 and send the excess back to the grid, and that's just
14 on the walk-through and see what we can do.

15 The other thing is that I looked into
16 the history. This Authority looked at solar years
17 ago and it turned out that for some reason or another
18 didn't go forward, but in your packet you can see
19 that Hammonton has a solar site operating at full
20 capacity on their waste water site. So
21 notwithstanding the fact that SRECs, the solar energy
22 renewable credits have gone done, but to correspond
23 with that, panels have gone down, so the panels are
24 cheaper and we've got to find a balance between what
25 works for us if the potential is there. So that's

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1 the 23rd.

2 MR. SMITH: Move forward with that.
3 Give us a report at the next Board meeting.

4 MR. WARD: And 4 j freeze-ups. We had,
5 you obviously know we had some extreme weather,
6 single digits in the evenings and so forth and so on.
7 We went out to the media to give the advice to
8 residents and commercial properties to run a trickle
9 on their faucet to prevent breaks. We did have
10 somewhere in the neighborhood of 66 or more
11 residential breaks and leaks that we attended to.
12 And many cases they were on the customer side, which
13 still we went out anyway and helped the customer to
14 understand what was go on. If it was on the customer
15 side, obviously they had to get a plumber or we could
16 help to shut it off, but this was a particularly
17 brutal period of weather that we were able to stay in
18 touch with.

19 Okay. Director's Forum.

20 MR. SMITH: Anybody have anything?

21 MR. HILL: I just wanted to, obviously
22 Mr. Ward already talked about the retirement dinner
23 for Mr. Goldfine, but if there was anybody who would
24 like to speak a few words, get in a few words --

25 MR. LEA: Very few.

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1 MR. HILL: -- would you let Stella know
2 so we could coordinate that? Thank you.

3 MR. SMITH: Move on.

4 MR. WARD: Okay. Old Business, budget,
5 connection fee.

6 MS. BAZEMORE: Relating to the budget,
7 I know later in the agenda you talked about Atlantic
8 Club closing and I know Bruce had wanted me to
9 discuss the impact on our 2014 budget, so I briefly
10 took a look at some numbers. It's about \$400,000 a
11 year that we bill Atlantic Club. By them closing and
12 not using water, that could cost us about \$300. They
13 have flat charges that we bill and we'll still bill
14 as long as the meters are still in place, but for
15 that reason alone, we may lose out on our budget for
16 about \$300 relating to Atlantic Club, depending on
17 what they do with the building and how quickly they
18 do what they plan on doing with the building.

19 In addition to that, I wanted to
20 mention that for our budget for 2014 we were already
21 expecting to have to use reserve money to meet our
22 total budget. We were short about 250,000. That
23 would be coming out of reserves, so that is an issue
24 as well as possibly what's going to happen with
25 Atlantic Club, so that's pretty much the current

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1 issues relating to our 2014 budget.

2 MR. SMITH: What is the status of
3 Atlantic Club? I mean I know they're closed, but
4 what is the status of the building as it stands now?

5 MS. BAZEMORE: Basically we have the
6 total amount due from them is about 180,000. 140 is
7 pre-petitioned bankruptcy cost, which is questionable
8 if we'll receive any of that. But so they still have
9 a current amount --

10 MR. SMITH: Who has first dibs?

11 MR. WARD: Secured creditors have
12 first, secured.

13 MR. SMITH: In other words, our bills
14 are never paid if they stay in bankruptcy?

15 MR. WARD: We -- I went to the
16 bankruptcy court and submitted a claim to try to move
17 us up in terms of priority, but secured creditors are
18 first so we're not a secured creditor.

19 MR. SMITH: I'm sorry, Linda, finish
20 your presentation.

21 MS. BAZEMORE: Basically, I think it's
22 about 50,000 that are more so current charges, and
23 Bruce and I had recent conversation in the week
24 regarding what our plans are. Are we going to pull
25 the meter because that amount is truly due excluding

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1 the bankruptcy portion? If we're not getting any
2 money, I don't think we should keep supplying them
3 with water. That's my contention.

4 MR. HILL: Wouldn't Caesars now be
5 responsible from that point of sale?

6 MR. SMITH: Should be.

7 MR. HILL: Should be.

8 MR. WARD: We have not had much
9 disclosure as to whether or not the actual legal
10 closing has occurred, closing of the Atlantic Club
11 has occurred. Has the legal closing and transfer to
12 Caesars occurred? I don't know that yet and that's
13 something that Fred and I perhaps can begin to focus
14 on.

15 MR. BOR: At the closing wouldn't they
16 have to adjust, as they ordinarily would, for
17 outstanding water? So you're liable to get lucky at
18 closing.

19 MR. HILL: Yeah, that's what I was
20 thinking.

21 MR. WARD: We did set up a special
22 charge with the City of Atlantic City for the
23 \$144,000 and we sent that over and that would appear
24 on a title report, but again, this is like a carcass
25 with all of the big animals eating first, and what's

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1 going to be left over we hope, you know, would
2 satisfy some of our indebtedness.

3 MR. SMITH: I like that.

4 MR. BOR: The hope is that Caesars at
5 closing of course wants the utilities brought up to
6 date so there is no interruption or possible
7 interruption, so that closing will be important and
8 Bruce and I will follow that closely.

9 MR. WARD: Okay.

10 MS. BAZEMORE: So those are the primary
11 issues that will impact our 2014 budget.

12 MR. WARD: And again, while we have
13 those issues with the Atlantic Club, there are, you
14 would call them rumors on the street, that a couple
15 of other properties are really limping along, casino
16 properties. This industry continues to see revenue
17 declines as a result of the saturation of gaming, and
18 I think today's papers indicated that the internet
19 gaming expectation didn't reach and, you know, we're
20 now under \$3 billion a year as an industry, so
21 something for us to think about.

22 The RFQs for professional
23 qualifications came in and for solicitor we received
24 one submission that was for Mr. Fred Bor, Esquire.
25 For labor we received three, would be Steve Glickman

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1 from Ruderman and Glickman, Andrew Weber from Reilly
2 and Reilly, and George Frino from DeCotiis. For
3 stenographer we received one submission for a young
4 lady named Jacqueline Zarrillo. And for hearing
5 officer we received no responses. We'll have an
6 opportunity in Closed Session to select, formally
7 select our professionals.

8 With respect to the hearing officer, I
9 am working with the municipal court bench for
10 Atlantic and Cape May County to find out whether or
11 not part-time municipal court judges can be put in a
12 pool and when we have a hearing, we would call a
13 part-time municipal court judge; they would come in,
14 do it and disappear. And that would eliminate some
15 of the formalities of this position, which is more
16 sporadic. It's not as permanent as the other
17 professionals that we need.

18 MR. SMITH: Do we have a set salary for
19 these people?

20 MR. WARD: I was noting the billing
21 coming in, and the former hearing officer Dariel
22 indicates that she's not going to be available
23 anymore, but she was billing us at 60 and 60. It's
24 one-half paid by the Authority, one-half paid by the
25 union, plus she was billing travel expenses because

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1 she was coming in from Delaware and she was billing
2 mileage.

3 MR. SMITH: That sounds reasonable.
4 That's all I was concerned about. We don't have to
5 pay the full nut and it's split.

6 MR. WARD: By contract it's split. So
7 we were paying 60 an hour and half of her traveling
8 expenses.

9 I'm going to continue to work with the
10 dynamics of what's available for hearing officer and
11 that's not as critical as our formal professionals
12 that are here on a consistent basis.

13 MR. SMITH: Keep us posted on what you
14 come up with, please.

15 MR. WARD: C, Ordinance 32. City
16 council is now in place. I have the list of
17 committees. The committees were supposed to send in
18 their calendar of meetings by the 9th and they have
19 not as of yet, so I stay in touch with Rhonda at the
20 clerk's office in the city. As soon as their
21 committee meetings are set, we are going to pursue
22 the appropriate relief on Ordinance 32, which is the
23 ordinance that requires us in some circumstances to
24 pave an entire street for making an opening. We feel
25 confident that we're going to be able to make an

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1 appropriate amendment.

2 MR. HILL: May I just comment?

3 Yesterday, maybe you spoke with them, you were
4 sitting near them, Marathon Engineering. When are
5 you going to sign the contract for the Bass Pro
6 Shops? That's one of their big concerns. Obviously
7 we are concerned a bit. I know that our new Director
8 had a meeting, preliminary meeting with the planning
9 department or whatever it was, so they were very
10 anxious. They said if that continues, it's going to
11 be a problem for a future developers.

12 MR. SMITH: Have they broke ground yet,
13 Bass?

14 MR. HILL: They had a ground breaking,
15 but they're not doing a whole lot.

16 MR. MOYLE: They've been raising the
17 whole site.

18 MR. HILL: It is high.

19 MR. MOYLE: That takes a while.

20 MR. BOR: All the paving is done.

21 MR. HILL: It doesn't effect us. There
22 are other utilities, so I think it's really important
23 that we get it get figured out.

24 MR. SMITH: What are they doing down on
25 Pacific Avenue? What are they building where the old

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1 jitney office used to be?

2 MR. MOYLE: Last thing I saw, they were
3 remediating the property.

4 MR. SMITH: Nobody knows what's going
5 on there? You know, Bruce?

6 MR. WARD: They have to remediate that
7 property. There was gas on that so they have to
8 clean the soil.

9 MR. SMITH: But that whole area, right
10 across from the lighthouse is being --

11 MR. WARD: That's the new lighthouse
12 park.

13 MR. SMITH: Is that what's happening?

14 MR. MCGETTIGAN: It's supposed to
15 include the jitney station. It was intended to go
16 almost to the ocean, the park.

17 MR. SMITH: They've done, as far as
18 remediating the property, they've done that
19 completely almost.

20 MR. HILL: You will meet with planning
21 or development, is that where this starts, or you
22 will meet with city council?

23 MR. WARD: There are a number of
24 committees I want to meet with, so I want to make
25 sure Councilman Marsh, Mo Delgado is in charge of

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1 transportation because this has something to do with
2 streets, finance. I'm going to make sure that we
3 make the whole circle, so when it goes to city
4 council, it's a nine to nothing vote. We don't want
5 any particular committee to be outside.

6 And with respect to the -- let's go a
7 little further because your concern about Bass is
8 important. Under the Ventnor ordinance, which the
9 city copied but did not include the elimination of
10 the Authority, under the Ventnor ordinance, Bass
11 would not have any responsibility of paving.

12 What happens here is that once -- in
13 the last administration here, the last administration
14 here missed seeing that ordinance in June of last
15 year. And so that ordinance got put on and it put a
16 responsibility on the ACMUA to repave streets. So
17 what Neil did was to advise that our connection
18 agreements go out and flip that responsibility on to
19 the developer. Now, they really don't have that
20 responsibility by law. Really we have that
21 responsibility by law. It's just that Neil tried to
22 flip it back on them. If they really read the
23 contract and knew the law, they would come back at
24 us.

25 MR. HILL: And they will start reading

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1 those contracts.

2 MR. WARD: That's why we want to hurry
3 up and get this straightened out.

4 MR. HILL: Absolutely.

5 MR. WARD: And I assure you in the
6 future, there will be no ordinances that will hit the
7 ground in the City of Atlantic City that effects this
8 Authority that we are not in front of. I assure you
9 of that.

10 MR. BOR: Remedy of Ordinance 32 will
11 be a total repeal or compromise?

12 MR. WARD: No, no, take out the portion
13 that reflects a responsibility of the public
14 authority. Now what happens is that Atlantic
15 Electric, South Jersey Gas, if they cut a street open
16 and the responsibility is on them for repaving, the
17 cost of that repaving is shared by everyone in the
18 Atlantic Electric's service area. All of those
19 customers are paying that additional, as well as
20 South Jersey Gas. But in our situation, which is why
21 Ventnor excluded it, it would have been your
22 taxpayers of the City of Ventnor.

23 MR. HILL: Of course.

24 MR. WARD: Ventnor excluded it, because
25 they have their own water company. We're going to

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1 make that move as soon as they set up their committee
2 meetings, and that should be happening within this
3 month and early next month. We'll be on the agenda
4 for a modification of that. Questions?

5 126 Dewey Place.

6 MR. BOR: I can give a report on that.
7 This I spoke directly with the gentleman -- his name
8 escapes me for the moment.

9 MR. WARD: I forget his name.

10 MR. BOR: This gentleman seeks an
11 abatement and the abatement was rather small, but the
12 concern that I had and Neil had, and Bruce and I have
13 shared is he had some concern on whether that
14 relatively minor water leak may have caused some
15 other damages, mold, etcetera, etcetera, to his
16 property. Neil was of the mind that the hurricane
17 did that and that the water leak was very minor, and
18 any abatement should be very minor. So the issue
19 became the extent to which we would bring it on as an
20 agenda item, but my responsibility was to obtain a
21 release from the gentleman so that if he got his
22 abatement, it would release us from all
23 responsibility just enough for the abatement, but for
24 the incidental collateral dampness, moldiness,
25 anything.

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1 So I reached out to him and spoke to
2 him personally and I sent him a release after I
3 explained to him that the release has to contain any
4 and all damages to property damage, water, mold. He
5 said he would sign it, notarize it and send back to
6 me. He has not done that. I also gave him the
7 option if he doesn't know a notary and to show up
8 here today and I would sign it for him, given him the
9 release, that it has to get done. I just haven't
10 heard from him again.

11 MR. SMITH: Is there any possibility of
12 Sandy causing his problem?

13 MR. BOR: No. He has some Sandy
14 problems. They're not related to our concern.

15 MR. SMITH: As long as he's not trying
16 to make us pay for something.

17 MR. BOR: He was. In his handwritten
18 letter, he was. But the water leak didn't cause the
19 problems. We're responsible for a relatively minor
20 water leak, not mold on his walls six feet high. So
21 I'm waiting for the release to come back. Then I'll
22 ask the Director to put it on as an item for the
23 abatement.

24 MR. HILL: Do you remember what the
25 abatement was? It wasn't that much, like 100?

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1 MR. BOR: A hundred, \$200.

2 MR. HILL: Something like that.

3 MR. WARD: This was his name.

4 MR. BOR: Nimentz. I think the
5 abatement was \$200 or something like that.

6 MR. WARD: On e, Linda did discuss
7 Atlantic Club Casino.

8 MS. BAZEMORE: Also agenda item 6 a,
9 connection fee, I neglected to have a resolution for
10 revised connection fee rate for 2014. Do we need a
11 vote on that? We had a preliminary number that was
12 calculated during the month of December, but we could
13 not come up with the final connection fee rate until
14 the year closed, so we have the final rate. I think
15 it's like five cents cheaper or lower than the
16 original rate that we had projected, item 6 a.

17 MR. SMITH: You say you need a vote on
18 this?

19 MR. WARD: Yes, we need a vote on this.

20 MR. HILL: Make a motion to except 6 a
21 (1).

22 MR. SMITH: Second.

23 MR. BOR: Mr. Lea?

24 MR. LEA: Yes.

25 MR. BOR: Colanzi?

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1 MR. COLANZI: Yes.

2 MR. BOR: McGettigan?

3 MR. MCGETTIGAN: Yes.

4 MR. BOR: Hill?

5 MR. HILL: Yes.

6 MR. BOR: Smith?

7 MR. SMITH: Yes.

8 MR. WARD: New business. 7 a, there
9 was a situation where Charles Martin, who has
10 resigned from the Authority as of December 31st, he
11 saw and caught two individuals who were in effect
12 stealing water, turning on water without any
13 authorization. There is a municipal court case
14 against them. Now Charles has resigned and we
15 continue to want him to come in and testify.

16 MR. SMITH: Excuse me, Bruce, before
17 you go any further on that. Something was brought to
18 my attention. If I don't speak on it now, I'll
19 forget it. What was it you were explaining to me
20 about a personnel meeting, Ed?

21 MR. COLANZI: When you and I were
22 talking about --

23 MR. SMITH: Yes, that we wanted to have
24 not a stenographer, but a --

25 MR. COLANZI: Just when the report is

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1 written, in the time that we've been going through
2 this meeting, you never know what the two Board
3 members decided or concluded. It's rarely ever in
4 the minutes that follow.

5 MR. WARD: Okay.

6 MR. COLANZI: And --

7 MR. SMITH: I think what he's saying,
8 Bruce --

9 MR. COLANZI: And since it's a new era,
10 I asked the chairman this morning, on certain things,
11 it's possible, our opinions should be noted. They're
12 given, but they're never written.

13 MR. SMITH: I never was aware of that.

14 MR. HILL: You're right.

15 MR. SMITH: I thought that -- we might
16 have needed --

17 MR. COLANZI: It would look pretty bad
18 we never made any decisions on anything.

19 MR. SMITH: What I was thinking, Ed,
20 have a recording, not a stenographer, but a recording
21 of our meetings, if it's possible to do that?

22 MR. WARD: We can.

23 MR. SMITH: Look into that for me,
24 Bruce, because he makes a point that that needs to be
25 taken care of.

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1 MR. WARD: So the decisions of the
2 individuals in the personnel meeting are referenced
3 in the minutes?

4 MR. SMITH: Exactly.

5 MR. HILL: I'm not sure if I will be
6 appointed to the engineering committee again next
7 month.

8 MR. SMITH: Yes.

9 MR. HILL: If indeed, I think that's a
10 very wise observation, especially engineering, for a
11 number of reasons. I commend Mr. Colanzi, he's
12 correct. We got all the notes, but we don't really
13 have --

14 MR. SMITH: A record of, so to speak.

15 MR. WARD: And formalize that.

16 MR. BOR: But we don't vote at
17 meetings.

18 MR. HILL: There is a couple things we
19 do, sure.

20 MR. SMITH: But it's good to have a
21 record.

22 MR. GLICKMAN: It's a recommendation.

23 MR. HILL: We do a number of things.

24 MR. MCGETTIGAN: It's not public
25 record.

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1 MR. GLICKMAN: No.

2 MR. HILL: But I think it's a good
3 idea.

4 MR. COLANZI: We have a recording of
5 Closed Session now.

6 MR. SMITH: Go ahead, Bruce, I'm sorry.

7 MR. WARD: We have a court case,
8 outstanding court case against two individuals who
9 were identified illegally discharging and taking
10 water, and our key witness is Charles Martin who has
11 resigned as of December 31st. Mr. Martin is
12 currently on vacation on a cruise in Florida, but he
13 did indicate to me he would be willing to come, and
14 he was asking whether the Authority would be able to
15 reimburse him for his time, not payment for his
16 testimony, but reimburse him for his time. I did
17 discuss this in the personnel committee, and the
18 recommendation was we could reimburse Mr. Martin at a
19 total of \$75 for his testimony.

20 In addition, my six-month period of
21 restriction of appearing at the Atlantic City
22 Municipal Court will be over by that time, so I can
23 also attend and make certain that this matter is
24 prosecuted vigorously.

25 MR. SMITH: Very good.

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1 MR. WARD: Motion?

2 MR. SMITH: Make sure that we're not
3 paying him to testify. Make sure that's stipulated.

4 MR. BOR: Defense lawyer will eat that
5 up.

6 MR. SMITH: Exactly. We're paying him
7 for his time.

8 MR. WARD: Not for his testimony.

9 MR. HILL: Semantically, I don't know
10 if it matters on the record, you're saying he
11 resigned. Didn't he retire? Does it matter on the
12 record, resign versus retired?

13 MR. WARD: He retired, yes, you're
14 correct.

15 MR. BOR: Any motions?

16 MR. SMITH: In reference to what?

17 MR. BOR: Charles Martin being
18 reimbursed for his time of \$75.

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: RFQs for engineering and the
8 engineering report inspection of Doughty Pond.
9 Garth, do you want to elaborate a little bit on the
10 RFQs for (1) and (2)?

11 MR. MOYLE: Yeah, these are two-year
12 contracts. The engineering report has to be done by
13 the ponds, so it's pretty easy, change a couple
14 numbers usually and once they get the template down,
15 it doesn't take that long. And the inspections,
16 yeah, again we have to do that for DEP, so we have to
17 do that. And that's another two-year contract. And
18 the first one, the annual engineering report, that's
19 usually if we have a problem, we need some emergency
20 engineering. That's who gets to do that work.

21 MR. SMITH: Who do we have now?

22 MR. MOYLE: Buchart Horn.

23 MR. SMITH: Did they apply also again?

24 MR. MOYLE: They haven't gone out that
25 I know of, but I'm sure they will and they've been

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1 doing all right and they're not that expensive;
2 that's what we like.

3 MR. SMITH: But we're sending out now?

4 MR. MOYLE: They will be going out.

5 I'm not exactly sure when, March, maybe.

6 MR. BOR: And energy counsel, do you
7 want to do that separately?

8 MR. WARD: I'll talk about that
9 separately.

10 MR. BOR: This is resolution b (1) and
11 (2).

12 MR. HILL: Make a motion to accept b
13 (1) and (2).

14 MR. MCGETTIGAN: 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.

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1 MR. WARD: Okay. 7 b (3), this is an
2 information item, not asking for a resolution at this
3 time. There may be a point at which I will come back
4 to the Board to ask for energy counsel, if one is
5 needed in the package of solutions with respect to
6 alternative energy for our energy.

7 MR. SMITH: You're doing that with the
8 solar thing, aren't you?

9 MR. WARD: That would be with solar,
10 but I'm also looking at some other types of
11 alternative energy.

12 MR. SMITH: Carry on.

13 MR. WARD: Everything that's available
14 out there.

15 MR. SMITH: Save us money, Bruce, as
16 much as you can, so it won't be so bad when you ask
17 for a raise.

18 MR. WARD: Okay. For 7 c, which is to
19 solicit bids for Polyaluminum Chloride water
20 treatment. Garth, any --

21 MR. MOYLE: Normal, chemical.

22 MR. BOR: Got to have it.

23 MR. HILL: You have to have it.

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

25 MR. HILL: 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. BOR: C (1) carries.

12 MR. WARD: Okay. On d (1), the service
13 agreements, we've discussed that previously. That's
14 the Harrah's agreement. That would be resolution 7 d
15 (1).

16 MR. HILL: Is this the -- they paid us
17 what was the balance, so this is the new part?

18 MS. BAZEMORE: That's the agreement.

19 MR. HILL: To accept everything?

20 MR. BOR: To accept the 139.

21 MR. HILL: Got it.

22 MR. SMITH: They paid us 130,000,
23 right?

24 MR. MCGETTIGAN: 139.

25 MS. BAZEMORE: 280 for the whole fee.

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1 We had already previously, maybe six months before,
2 received the first installment and then we just
3 received in December the last piece, but that's the
4 agreement relating to that.

5 MR. MOYLE: Without them signing the
6 agreement, they paid half of it and they were busy
7 parsing every sentence in that. It must be a
8 campaign for money to make sure every T was crossed.

9 MR. COLANZI: This is for the
10 convention center?

11 MS. BAZEMORE: Yes.

12 MR. MOYLE: This is nonrefundable.
13 This is clear, it's going through an existing meter.
14 There is no way to break it out, so what they pay --

15 MR. SMITH: They can't come back and
16 ask --

17 MR. MOYLE: I'm sure they might come
18 back, but they shouldn't be able to.

19 MS. BAZEMORE: There is no connection
20 fee adjustment after --

21 MR. HILL: Maybe they'll have a long
22 talk with their neighbors.

23 Motion to accept 7 b.

24 MR. MCGETTIGAN: Second.

25 MR. BOR: Mr. Lea?

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1 MR. LEA: Yes.

2 MR. BOR: Colanzi?

3 MR. COLANZI: Yes.

4 MR. BOR: McGettigan?

5 MR. MCGETTIGAN: Yes.

6 MR. BOR: Hill?

7 MR. HILL: Yes.

8 MR. BOR: Smith?

9 MR. SMITH: Yes.

10 MR. WARD: Next is Atlantic Ascot.

11 That's on 101 South Iowa Avenue. They have been
12 upgrading that motel, might be 50 years old by now.

13 MR. HILL: Looks pretty good.

14 MR. WARD: They've done a nice upgrade
15 across from the Tropicana. This is a fire service
16 agreement for the Ascot. This would be 7 d (2).

17 MR. MCGETTIGAN: What are they running,
18 on the first water agreement? Just a continuation,
19 continuing just to buy the water?

20 MR. MOYLE: This is new four-inch fire
21 service. Again, it's written in there that they were
22 supposed to go to the City and find out how much road
23 restoration they have to do. Whatever number they
24 decide on, whatever the amount of restoration is
25 required, that they have to pull a bond to insure

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1 they're going to do it, and the MUA has always
2 always, for the nine years I've sat here and I'm told
3 before, made the developer develop up to the
4 contiguous property with water main, whatever have
5 you, and this is part of it. This is going in for
6 them and we cannot lay it off on every rate payer.
7 If they make them spend \$77,000 to pay, what is that,
8 bell -- what's the next one?

9 MR. MCGETTIGAN: Bellevue?

10 MR. MOYLE: No, it's the other bell,
11 that street, Pacific to the boardwalk.

12 MR. COLANZI: Belmont?

13 MR. MOYLE: Yes, Belmont.

14 MR. MCGETTIGAN: That is our goal,
15 contiguous streets are all part of the payment by the
16 developer. For an example, Revel --

17 MR. SMITH: What are you saying? I
18 don't want the gist.

19 MR. MCGETTIGAN: Any work that's done
20 in the street contiguous to the development.

21 MR. SMITH: It would be their
22 responsibility?

23 MR. MCGETTIGAN: It was their
24 responsibility for all the work done.

25 MR. SMITH: I have no problem with

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1 that.

2 MR. MCGETTIGAN: Make the motion.

3 MR. HILL: 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. WARD: Bills, monthly bills, Number
15 8.

16 MR. MCGETTIGAN: The electric company
17 bill is on there. It comes every two months, the
18 bulk of it?

19 MS. BAZEMORE: Their bill comes
20 monthly, but when the original packet comes out, it
21 was a couple hundred thousand dollar increase. There
22 was things such as the electric bill that was not
23 included in the draft that was sent to you, as well
24 as our insurance. It's general insurance is
25 \$200,000.

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1 MR. HILL: A little bit of a
2 difference.

3 MR. MCGETTIGAN: You have the new
4 numbers here.

5 MS. BAZEMORE: Some things we had to
6 get paid.

7 MR. MCGETTIGAN: I'll make the motion
8 to pay them, if there is no objection.

9 MR. SMITH: What is the monthly bill?

10 MS. BAZEMORE: \$728,000.

11 MR. SMITH: That's unusually large.

12 MS. BAZEMORE: It's general insurance.

13 MR. HILL: 200,000.

14 MR. SMITH: Yeah, because it's usually
15 around 500,000. Move it.

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. WARD: Public participation, at
3 this time there is none.

4 MR. SMITH: Closed Session.

5 MR. WARD: Executive Session.

6 MR. COLANZI: One thing, I don't know
7 if you're aware of, but there is a company called New
8 Jersey Gas and Electric. They do not produce any
9 energy. They only sell energy from companies like
10 Atlantic City Electric. When they call you on the
11 phone to make a solicitation, they want to charge you
12 less if you buy it from them. Assuming you're buying
13 excess energy from a company that doesn't need it and
14 that way they assure they're going to sell it and
15 doesn't lose money, and that company makes a profit
16 by selling you something they don't produce and they
17 don't deliver. It's being done by Atlantic Electric.

18 I got a bill last month after my first
19 year, and the bill comes from Atlantic City Electric.
20 And they charge me \$64 and the company that goes to
21 the trouble to collect this money and send out the
22 bill charges me 113 on top of that. That meant the
23 way I was looking, that I was paying more money than
24 I would have paid if I paid Atlantic Electric. And I
25 called up and they acknowledged it and I have since

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1 gotten rid of them.

2 But here is the beauty, God bless
3 America. If you're a producer of energy, like South
4 Jersey Gas or Atlantic Electric, you can't change
5 your prices unless you go to the Board of Public
6 Utility. However, if you're the agency that just
7 collects the money and takes the energy and the
8 production and deliverance of it from Atlantic City
9 Electric, they can change the bill every month. They
10 don't have to ask anyone.

11 MR. SMITH: So what are you talking
12 about? What does that got to do with this?

13 MR. COLANZI: Here is what it's got to
14 do with it. When you sit down with these companies
15 that are going to sell you somebody else's energy to
16 save you money.

17 MR. SMITH: Who's doing that?

18 MR. COLANZI: South Jersey --

19 MR. SMITH: Who is doing it here?

20 MR. COLANZI: No, no, he's -- you're
21 going to be sitting with producers or people who will
22 intercede for you and try and get you to save money
23 on buying of the energy through them.

24 MR. SMITH: Solar.

25 MR. COLANZI: That's the kind of

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1 company it is.

2 MR. SMITH: That's a different entity
3 altogether.

4 MR. WARD: It's very different. You're
5 talking about deregulation. How other companies --

6 MR. HILL: And we already did research
7 on that.

8 MR. SMITH: We had it.

9 MR. HILL: Linda worked very hard on
10 it.

11 MR. COLANZI: All I'm saying, it
12 actually happened to me and it's not a joke. One
13 company that produces the energy cannot change the
14 price unless they ask the permission, but the company
15 that collects the money can.

16 MR. SMITH: We're going to do due
17 diligence, whatever he's going to do. I understand
18 what you're saying.

19 MR. WARD: Solar makes you a producer.
20 If you had solar panels on the top of your house, you
21 are therefore an energy producer and you get to
22 benefit from the energy that is radiated off of your
23 own roof.

24 MR. COLANZI: I remember you saying
25 something also along with some other forms.

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1 MR. SMITH: They can sell the excess,
2 can't they?

3 MR. BOR: Yes.

4 MR. SMITH: They can sell the excess.

5 MR. WARD: Yes.

6 MR. COLANZI: What I didn't know until
7 this past week, that you can change the prices as an
8 energy company without asking the State of New Jersey
9 for permission. All you have to do is make sure you
10 don't produce it, you just sell it.

11 MR. SMITH: Okay. Let's go into Closed
12 Session, if we don't have anything else. Take a
13 five-minute break.

14 (Closed Session from
15 11 a.m. to 12:25 p.m.)

16 MR. WARD: Back in Open Session. In
17 Executive Session we -- our labor counsel, Steve
18 Glickman, discussed the outstanding personnel issues,
19 including the Max Ragsdale and Tom Coursey matter,
20 which are currently in discussion as to an
21 opportunity maybe to resolve these quickly without
22 the need for a hearing.

23 A number of outstanding legal issues,
24 including easements on certain properties will need
25 to be resolved and it's the resolution that Executive

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1 Director and Fred Bor are going to pull together the
2 list of these outstanding, not serious, but
3 outstanding matters and resolve to complete them.

4 Mr. Bor reported the Borgata connection
5 fee that there is no update at this time. Both
6 parties have been quiet. Mr. Hill indicated that the
7 Borgata matter might have taken a back seat to the
8 major tax appeal matters that are ongoing with that
9 property.

10 And Board also discussed the request of
11 Neil Goldfine, former Executive Director's request,
12 for consulting services and the Board resolved that.
13 Linda Bazemore would review with the Executive
14 Director the formal arrangement with Mr. McLees, who
15 was a former Director of Operations for the Authority
16 who, upon his resignation, had an as-needed
17 consulting services agreement with the Authority and
18 we'll bring that back.

19 And the Executive Director shared with
20 the Board a PowerPoint entitled Challenges and
21 Opportunities outlining, in his judgement, what might
22 be some significant areas to remain focused on with
23 respect to challenges and some opportunities to both
24 grow revenue in different areas of operation for
25 improvement.

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1 With respect to the RFQ selection of
2 professionals for 2014, the Board resolved that on
3 the February reorganization meeting that the Board
4 would extend a new agreement to Mr. Fred Bor, Esquire
5 as solicitor for the Authority. The Board would also
6 extend a contract with Andrew Weber of the Reilly and
7 Reilly Law Firm as labor counsel for the Authority.
8 The Board would also extend a contract to Jacqueline
9 Zarrillo as the stenographer for the Atlantic City
10 Municipal Utilities Authority.

11 And Mr. Ward indicated that he had no
12 responses for the hearing officer and that the
13 current hearing officer wishes to no longer be
14 considered in that capacity. Mr. Ward has reached
15 out to Chief Judge Louis Belasco of the municipal
16 court of Atlantic and Cape May County to determine
17 whether or not a pool of part-time municipal judges
18 could be utilized for the disciplinary hearings, and
19 as soon as Judge Belasco obtains a determination from
20 the administrative office of the courts, he would
21 advise, and that would provide for a pool of
22 different hearing individuals who are skilled in
23 hearing disputes who could become available and would
24 ease the scheduling, because a lot of times we've had
25 a problem in scheduling the hearing officer, hearing

JACQUELINE M. ZARRILLO, CCR

ATLANTIC CITY MUA

1 officer schedule, union schedule, employee schedule,
2 labor counsel schedule. In many cases we've had to
3 over and over and over schedule. So that would have
4 concluded the Executive Session.

5 MR. MOYLE: One other thing about the
6 Fremont Avenue.

7 MR. WARD: Did you want to --

8 MR. MOYLE: I guess it was agreed
9 that --

10 MR. WARD: Yes.

11 MR. MOYLE: -- that we offer
12 approximately \$59,000 to Weco to pay for that job.

13 MR. WARD: I forgot that that wasn't on
14 the agenda.

15 MR. SMITH: Very good.

16 MR. BOR: I don't hear anything in the
17 resolution for it.

18 MR. WARD: The resolutions for the
19 professionals will be prepared for February.

20 MR. BOR: So we need no resolutions?

21 MR. WARD: This is the recommendation
22 at this time and those resolutions will be provided
23 for the reorganization meeting.

24 MR. SMITH: Move for adjournment.

25 (The meeting adjourned at 12:30 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.

JACQUELINE M. ZARRILLO
Certified Court Reporter
License No. XI01786

DATED: January 29, 2014

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