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ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
BOARD OF DIRECTORS MEETING

Wednesday July 15, 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
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 10:05 a.m.

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

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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 July 15, 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: Ms. Bailey?

13 MS. BAILEY: Here.

14 MR. BOR: Mr. Lea?

15 MR. LEA: Here.

16 MR. BOR: McGettigan?

17 MR. MCGETTIGAN: Here.

18 MR. BOR: Hill?

19 MR. HILL: Here.

20 MR. BOR: Smith?

21 MR. SMITH: Here.

22 MR. BOR: Carries. Board members have
23 received the minutes from last meeting, I trust? If
24 there are no comments, is there a motion?

25 MR. SMITH: Move them.

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1 MR. MCGETTIGAN: Second.

2 MR. BOR: Ms. Bailey?

3 MS. BAILEY: Yes.

4 MR. BOR: Mr. Lea?

5 MR. LEA: Yes.

6 MR. BOR: McGettigan?

7 MR. MCGETTIGAN: Yes.

8 MR. BOR: Hill?

9 MR. HILL: Abstain.

10 MR. BOR: Smith?

11 MR. SMITH: Yes.

12 MR. BOR: Carries.

13 MR. WARD: Good morning, Board Members.

14 With consent of the Board, we would move to 8.e,
15 Larry and Sharon Blake, 511 North New York Avenue.
16 Mr. Blake or Ms. Blake, you may address the Board.

17 MR. HILL: Good morning.

18 MS. BLAKE: Good morning. Okay, we
19 were trying to understand why you were charging us
20 \$2,500 to have water turned on at an existing house.
21 It's 511 North New York Avenue. It's a row home and
22 we renovated it, but we have no way of knowing that,
23 so we wanted to have the water turned on and the man
24 explained it's \$2,500.

25 MS. BAZEMORE: The policy of the

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1 Authority, in order for a service to be reconnected,
2 we have two options. Either you pay a connection fee
3 or back quarterly minimums, based on the time when
4 the meter was actually pulled from the property. So
5 that's the standard fee to have your service
6 reconnected.

7 What we have done in the past, we
8 actually offer a payment arrangement, interest free
9 payment arrangement, if that would assist you? But
10 the policy of the Authority, there is a fee
11 associated with the reconnection.

12 And basically the fee relates to the
13 system. In order to keep our system running, every
14 resident has to pay a portion of the fee associated
15 with all the capital within the different projects
16 for the distribution system, so that's really where
17 the fee comes from, but it is the policy of the
18 Authority.

19 MS. BLAKE: How do you disconnect it?

20 MS. BAZEMORE: I did not look it up,
21 but I'm assuming, did you guys recently purchase the
22 property?

23 MS. BLAKE: Yes, but I live two doors
24 down from the house.

25 MS. BAZEMORE: Whomever previously had

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1 the property, once the meter was pulled, the charges
2 stopped at that point. And from that point forward
3 is a fee associated with it.

4 MR. BLAKE: Isn't that a lien?

5 MS. BAZEMORE: No, this is not a lien.
6 This is a standard fee across the Board for
7 connection. No matter who it is, that's the policy,
8 but as I mentioned, we try to work with our
9 customers. If there is some form of a hardship, we
10 can set up a payment arrangement. Normally it's a
11 one-year arrangement and we can make sure no interest
12 accrues, as you're doing it.

13 MS. BLAKE: The meter is there.

14 MR. BLAKE: We still pay, okay.

15 MR. SMITH: Refresh my memory on that.
16 I didn't realize it was \$2,500.

17 MS. BAZEMORE: I don't have the
18 paperwork in front of me. I could look at that a
19 little bit closer. Could you have Jackie pull the
20 history on that?

21 MR. SMITH: Because I thought that was
22 kind of high. I don't recall that being the figure.
23 I thought it was less than that.

24 MS. BAZEMORE: You know, basically --

25 MR. SMITH: What we could do is give

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1 them time to pay a structured payment.

2 MR. HILL: Of course.

3 MS. BAZEMORE: We've always offered, if
4 it's a hardship, we're always willing to do that and
5 make sure we turn the interest flag off and they
6 won't be charged interest until it gets paid.

7 MS. BLAKE: I was only questioning
8 because of the black thing is still there. I thought
9 the water was turned off.

10 MS. BAZEMORE: The meter is gone.

11 MS. BLAKE: That's the answer.

12 MR. SMITH: Was the previous owners up
13 to date with their payments?

14 MS. BAZEMORE: Most likely. I don't
15 think that relates at all. It just relates to the
16 fact that there had been no service and that's our
17 policy.

18 MR. SMITH: This is being treated as a
19 new service?

20 MS. BAZEMORE: Exactly, or reconnection
21 of a service, and that's the policy in order to get
22 the service back on, to all customers.

23 MR. BLAKE: Is that same thing for the
24 sewer?

25 MS. BAZEMORE: That's separate. I'm

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1 not too sure how that would work for you. Hopefully
2 not. Once you guys get connected and start using
3 water, then you will receive a sewerage bill.

4 MR. WARD: Who would they see if they
5 wish to take advantage of a payment plan?

6 MS. BAZEMORE: Jackie would be the
7 person for them to see.

8 MR. WARD: Ms. Siracusa would be able
9 to assist you for a payment plan.

10 MR. BLAKE: Thank you.

11 MS. BLAKE: Thank you.

12 MR. HILL: Good luck. Thank you.

13 MR. WARD: Proceeding to.

14 MS. JOHNSON: Mr. Gilliam just arrived.
15 He's the other abatement, 8.a.(1).

16 MR. WARD: He's necessary. You want to
17 do him?

18 MR. SMITH: Yes.

19 MR. WARD: 8.a.(1), Mr. Gilliam?

20 MR. SMITH: Let him come on up.

21 MS. JOHNSON: I'll let you go up and
22 sign before you leave.

23 MR. WARD: Good morning, Mr. Gilliam.

24 MR. GILLIAM: Good morning, everybody.

25 MR. WARD: We have an abatement request

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1 for your account, which is for 117 North Maryland
2 Avenue. Board members, any questions on this
3 abatement?

4 MR. SMITH: How much is it?

5 MS. BAILEY: 1,000 -- 1,000 --

6 MS. BAZEMORE: \$1,131. It's for Mr.
7 Gilliam had several leaks and had been working --
8 we've been working with him actually trying to set up
9 arrangements until this got resolved. So it was over
10 a year. I think it started back in 2014, so the
11 abatement reflects four quarters of an adjustment.
12 So that's why it's so high, it's \$1,131.

13 MR. WARD: These are properties that
14 Mr. Gilliam is trying to maintain. They were
15 formerly owned by Redenia Gilliam.

16 MS. JOHNSON: He did not receive that
17 letter.

18 MS. BAZEMORE: Okay.

19 MR. HILL: Standard, I'll move it.

20 MR. MCGETTIGAN: Second.

21 MR. BOR: Ms. Bailey?

22 MS. BAILEY: Yes.

23 MR. BOR: Mr. Lea?

24 MR. LEA: 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. WARD: Mr. Gilliam, your abatement
7 is approved.

8 MS. BAZEMORE: So your balance is now
9 \$639. Do you need to set up an arrangement?

10 MR. GILLIAM: Yes, I'm going to go over
11 there and set that up. Thank you. I appreciate it.

12 MR. WARD: Okay. Executive Director's
13 report. Correspondence, of course we have a note
14 from the MBCA. There is a summer mixer and silent
15 auction on July 29th at the Golden Nugget.

16 And over the last, I guess since I've
17 been director for two years, I'm starting to get more
18 national invitations to go to stuff. I have an
19 invitation to meet with former mayor of New York City
20 Rudy Giuliani, and that would be the 14th of July,
21 which I didn't go and wouldn't be going. I'm also
22 invited to attend World Water Tech in Toronto October
23 the 6th and the 8th. This would be free. I would
24 have to get myself up there, probably not going.
25 There is also another invitation to go to San

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1 Francisco for another water conference, but
2 apparently these invitations are starting to come in.
3 We have been --

4 MR. SMITH: The only ones I suggest we
5 go to is pertaining to Atlantic City right now,
6 especially --

7 MR. WARD: I think I should stay here.
8 I could learn a lot more about water technology but I
9 think I should stay here.

10 MR. SMITH: My sentiments exactly.

11 MR. WARD: We have been the recipient
12 of a plaque, which is behind you, from the American
13 Water Works Association. We have been members for 50
14 years. So there is some degree of heritage. That
15 plaque came in this week. And thanking us for being
16 members for 50 years.

17 Over the 4th of July, we started to
18 receive some landline disruptions at the plant, the
19 treatment plant and it had something to do with the
20 landline service company. Initially our assistant
21 director opined perhaps there had been some hacking
22 going on and we immediately notified the New Jersey
23 Department of Homeland Security, which we continue to
24 get monitors with respect to hacking. And DEP was
25 also notified. There was a further seven-day outage,

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1 so we're still working on that situation. And we're
2 working closely with our plant manager to try to make
3 sure that that situation is solved.

4 I mentioned earlier that Mr. Colanzi of
5 course was assisted by our staff in terms of moving
6 furniture for his bed. We also sent him a fruit
7 basket, which he indicated he's very appreciative,
8 but he's in a very fragile state right now. He's
9 also being assisted by his wife, who also is kind of
10 sickly and, you know, walking with a cane. He is
11 doing the best he can with a very very bad situation,
12 so I'm sure he wants all of our prayers.

13 This past Saturday I got a phone call
14 directly on my cell phone from Councilman George
15 Tibbitt. He had been out with his crew. George
16 Tibbitt is a roofer, but I think he also comes down
17 off the roof and does some things on the ground, and
18 apparently the work that was going on at one of the
19 properties he's a contractor on ended up manipulating
20 one of our pipes. And so he had called because we
21 were losing some water.

22 I immediately called Garth. Garth I
23 didn't catch first. I called Willie. Willie is on
24 vacation. His phone is turned on. I called Mancuso.
25 Mancuso was out fishing, but Mancuso helped me to

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1 call Jennings, who lives in Chelsea Heights where the
2 incident happened. Before I got back to Jennings, I
3 also called Dale Archie, who was cutting his grass,
4 but Jennings got back to me as well as Garth and I
5 understand Jennings and Garth went over to review the
6 situation. I understand the pipe was sweated, which
7 was a temporary fix, and it's on our list of projects
8 to reply to, but I think Councilman would recognize
9 that, you know, as a local organization, you know,
10 we're able to respond. We're able to call people who
11 work for us who live in the neighborhood, who can
12 come out and inspect and make emergency adjustments.

13 We're also in touch with Beach Glow.
14 This is a music festival at Albany Avenue and they'll
15 need water. With these kinds of functions, we work
16 closest with the fire department with the spray and
17 other water needs that these large music festivals
18 need, so we'll be able to take care of that.

19 I've been invited to speak at the NAACP
20 meeting on July the 20th. President of the NAACP is
21 concerned about not only the status of the water
22 utility, but also with concerns with some comments
23 that were made about me professionally, so I will be
24 speaking and answering questions to the NAACP on July
25 the 20th.

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1 And that would conclude my report. We
2 now have a 4.b, the financial report.

3 MS. BAZEMORE: Just a few things I
4 wanted to mention. The statement that went out in
5 the packets reflected our activity through May, and
6 as I reported in the past, our budget seems to be on
7 line. We did -- if you look at your cash management
8 report, you would see a slight decline in cash and
9 that relates to the fact that we had a debt service
10 payment for 2012 bond issues, so that effected our
11 cash. Revenues are slightly higher than last year
12 and higher than budget. Basically everything appears
13 to be in line.

14 Take a look at your reports. If you
15 have any questions, let me know.

16 MR. WARD: Shut off list, item 4.c.
17 Any questions?

18 Personnel committee meeting. The
19 minutes are attached. That will be 4.d. Any
20 questions on personnel committee?

21 Director's Forum, item 5.

22 MR. SMITH: Nothing.

23 MR. WARD: Nothing from Director's?

24 MR. SMITH: I don't want to assume.

25 Gary?

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1 MR. HILL: No.

2 MR. WARD: Move down to Old Business,
3 7.a, to accept proposals for 2015 audit and 2016
4 budget review. That would appear at resolution
5 7.a.(1).

6 MS. BAZEMORE: Upon review of the
7 reports, we actually received two proposals, one from
8 Mercadien and one from Friedman. Mercadien was
9 slightly lower. They came in at 32,000 versus 33,000
10 for Friedman. After taking a closer look at the
11 reports, Friedman is local compared to Mercadien,
12 which is about an hour and a half from here. And the
13 other issue, Friedman will be contracting with a
14 minority contractor and Mercadien will not be, for a
15 small differential in dollars, so we thought it would
16 be fitting to award the resolution to Friedman.

17 MR. HILL: When will they start, right
18 away, because we haven't had a budget meeting yet.

19 MS. BAZEMORE: Based on the contract,
20 it's for budget review inventory and the full blown
21 audit. Budget review is normally late fall.
22 However, it is a dollar amount, if we need them for
23 other services, of \$150 per hour, if necessary, if we
24 need them in other ways.

25 MR. HILL: Okay.

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1 MR. BOR: Motion?

2 MR. HILL: I'll move.

3 MR. BOR: Second?

4 MR. MCGETTIGAN: Second.

5 MR. BOR: Ms. Bailey?

6 MS. BAILEY: Yes.

7 MR. BOR: Mr. Lea?

8 MR. LEA: Yes.

9 MR. BOR: McGettigan?

10 MR. MCGETTIGAN: Yes.

11 MR. BOR: Hill?

12 MR. HILL: Yes.

13 MR. BOR: Smith?

14 MR. SMITH: Yes.

15 MR. BOR: Carries.

16 MR. WARD: 7.a.(2), we have a contract
17 for inspection services for the one million gallon
18 tank. This would be for PS&S.

19 MR. SMITH: When was the last time the
20 one million gallon tank was painted, Mr. Smith, do
21 you recall?

22 MR. CLAUDE SMITH: We're going back at
23 least ten years.

24 MR. SMITH: Ten years?

25 MR. CLAUDE SMITH: More like 15 years.

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1 MR. SMITH: So it's needed, definitely.

2 MR. CLAUDE SMITH: It is definitely
3 needed. I actually did add a little analysis. It's
4 in addition to actually what's packaged. That shows
5 a comparison of the two proposals that came, one from
6 PS&S and one from Environmental Solutions, just to
7 show you the breakdown of how the costs for the items
8 are tasked, were distributed for the proposal that
9 actually came in. There are a few things that were
10 in question on PS&S, which I did send out an e-mail
11 and I got a response, just waiting on one particular
12 response, but apart from this, the proposal itself
13 seems to be pretty much in order and in compliance
14 with what we requested so --

15 MR. SMITH: When would they start
16 and --

17 MR. CLAUDE SMITH: Good question, when
18 will they start? We've been trying to discuss that
19 in terms of the financials as well and pretty much
20 with the whole situation that's actually on going.
21 If everything was to go well, I would say probably in
22 September, maybe October in terms of doing their
23 initial engineering report work. And then once that
24 is actually done, they have a time line for the other
25 task that needs to be delivered. So if, like I said,

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1 if everything goes well, we're talking about probably
2 September, October in terms of the actual start.

3 MR. SMITH: When is it going to be
4 completed?

5 MR. CLAUDE SMITH: This is the first
6 phase of actually getting the specifications written
7 for the actual painting and rehabilitation of the
8 tank. Now once this particular portion is actually
9 done in regards to what engineering has to do, then
10 we'll send out another proposal for bids to come in
11 for doing the actual construction work.

12 MS. BAZEMORE: I think we had mentioned
13 when we did the NJEIT application, one of the
14 projects listed on the application was the painting
15 and rehab of the tank. And at this point that's at a
16 standstill because of everything that's going on with
17 the Authority. So as far as receiving capital
18 through that vehicle, it's likely that that may not
19 happen.

20 I was told by bond counsel, he called
21 the state directly, and mentioned that it's pretty
22 much on hold. They're not going to approve our
23 application because of the situation.

24 So when Claude and I were talking, we
25 could actually go out and do our own borrowing or pay

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1 from reserves, but I don't think that's the preferred
2 method, so I guess it really depends on, you know,
3 how we come up with the funding as to when the
4 project really will begin.

5 MR. SMITH: So why are we discussing
6 it?

7 MS. BAZEMORE: We're going to go ahead
8 because it has to be done, so we need to secure an
9 engineer, even for the NJEIT, even for the documents
10 they require, we needed an engineer.

11 MR. SMITH: What I'm suggesting, take
12 care of our business. You know, regardless of what
13 they say, is it legal to do that, Fred?

14 MR. BOR: Well, right now we exist and
15 we exist until we don't exist and we have to carry on
16 the business we're obligated to do.

17 MR. HILL: And it just changed again
18 this morning.

19 MR. BOR: I thought it was last night.

20 MS. BAZEMORE: Bond counsel spoke with
21 them and they just told them that it's sort of on
22 hold. Our application, all the documentation has
23 been provided, but because of the situation as far as
24 us being a part of that funding program here, it's
25 very questionable.

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1 MR. SMITH: How much was this total
2 going to be?

3 MS. BAILEY: 89,800?

4 MR. CLAUDE SMITH: It's \$89,800 for
5 this particular portion.

6 MR. SMITH: Shall we table it or move
7 on?

8 MS. BAILEY: I have a question. If we
9 move the resolution and say it is done, that puts us
10 that we contracted with them. And if nothing
11 happens, then everything goes through. If something
12 happens, then it stops there, so it doesn't hurt
13 anything to move forward.

14 MS. BAZEMORE: I see what you're
15 saying. You're saying if something happened to the
16 Authority, the contract -- Fred will give his legal
17 analysis on that.

18 MR. BOR: The way it's supposed to work
19 through the dissolution statute, is that the local
20 finance board allows obligees and creditors to be
21 protected by the superceding agency. The MOU that
22 all of us are familiar with, which is tabled for the
23 moment, which related to the State takeover, was by
24 resolution, which wouldn't allow that protection of
25 creditors. What it would allow, at this point, God

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1 only knows. This situation is fluid, hour to hour.
2 Our best position, if we're willing to challenge it
3 in court, until the day we're dissolved we exist and
4 we go on with the business of the Authority and that
5 is protect the citizens and this is part and parcel.

6 MR. SMITH: So we go on with the
7 resolution?

8 MR. BOR: I think it's incumbent on us.
9 We're here.

10 MR. SMITH: If it's the City problem,
11 we let them stop it.

12 MR. WARD: And we don't pay them 89,000
13 up front.

14 MR. SMITH: Understood. I say move it.

15 MR. HILL: Second.

16 MR. BOR: Ms. Bailey?

17 MS. BAILEY: Yes.

18 MR. BOR: Mr. Lea?

19 MR. LEA: Yes.

20 MR. BOR: McGettigan?

21 MR. MCGETTIGAN: Yes.

22 MR. BOR: Hill?

23 MR. HILL: Yes.

24 MR. BOR: Smith?

25 MR. SMITH: Yes.

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1 MR. WARD: 7.b, down to accepting bids
2 for liquid sodium hypochlorite, and that would be
3 Miracle Chemical, which came in with the low bid.

4 MR. HILL: Is this for a year or two
5 years, Garth?

6 MR. MOYLE: Until it runs out. It's
7 usually about a year. It's amazing, I think this
8 stuff hit a high water mark of a dollar seven a
9 gallon, and it's down to 92 cents a gallon. It's
10 been going down.

11 MR. HILL: I'll move.

12 MR. SMITH: Second.

13 MR. BOR: Ms. Bailey?

14 MS. BAILEY: Yes.

15 MR. BOR: Mr. Lea?

16 MR. LEA: 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: Tank lease of the antenna
25 space. I believe we have not received the bid on

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1 this yet, so this will be coming up at your next
2 purchasing meeting. This is on the agenda, but we
3 have circulated for this but we don't have the --

4 MR. HILL: We're just holding that?

5 MR. WARD: Yes. Engineering report,
6 Claude?

7 MR. CLAUDE SMITH: Yes. In regards to
8 the engineering report, ASR well, just to give you a
9 breakdown of where we are right now in regards to the
10 ASR well. In regards to the completion of the work
11 by the contractor, I think we're about 98 percent
12 complete. The outstanding items on this particular
13 contract right now is instrumentation and the close-
14 out documents. As a matter of fact, there is
15 probably a request for payment that should have
16 actually gone through for \$20,000 on the close-out
17 documents, which included the operational maintenance
18 manuals and part of the spare parts that we're
19 actually still waiting to receive. That's why there
20 is still an outstanding balance of \$20,000.

21 In regards to the instrumentation, it's
22 been an ongoing work on that particular portion of
23 the contract. I think what we're going to have to do
24 is actually sit down with the contractor and the
25 subcontractor and go over the status of the

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1 completion of that aspect of the work because it's
2 somewhat ongoing. We've been having issues upon
3 issues. Even though some of those issues have
4 actually been corrected, there are other things that
5 are still outstanding.

6 In regards to the outstanding balance
7 on this particular contract, including the retainage,
8 we're talking about \$63,000 -- I'm sorry, \$63,600 on
9 this particular contract. But I can see this hoping
10 to be complete pretty soon. I think with this
11 particular -- if we can actually get everyone in
12 agreement where we are and get to some sort of a
13 monetary payout, then I think we can actually close
14 this contract out. And I've been trying to close
15 this out for quite sometime, as you know. I've come
16 in here month after month and it seems repetitive,
17 but it's still being put into it, trying to get this
18 close-out.

19 MR. MCGETTIGAN: Is that when we
20 started using it?

21 MR. CLAUDE SMITH: We've been using
22 this since we've been using it. There are some
23 issues apart from the construction aspect of it. We
24 just did a redevelopment off of that particular well.
25 They're trying to put it back into service, but

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1 that's separate and apart from the actual contract
2 with this particular contractor, so it has nothing to
3 do with them. Any other questions?

4 MR. MCGETTIGAN: No, thank you.

5 MR. CLAUDE SMITH: Moving on with the
6 cradles. I have a scheduled inspection with our
7 environmental specialist. I think it's for the 24th
8 of this month. We will be going out to the cradles
9 to look at the restoration work that was actually
10 done for the disturbances that were made. In
11 addition, the individual from the trust will be
12 joining us. And with that particular inspection,
13 we're hoping that will complete our third phase of
14 our environmental inspection. Once that's actually
15 done and we get the blessings of the State, then we
16 can close this particular contract out.

17 In regards to what is outstanding
18 financially on this particular contract, we're
19 talking about just for the Abbonizio contractor,
20 we're talking about \$30,000 that's outstanding on the
21 environmental section of it. And for Lafayette,
22 we're talking about \$20,700. That does not include a
23 retainage. Once this aspect of or this portion of
24 the inspection is completed, the report is done and
25 submitted to the State and the State is satisfied

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1 with what we've submitted, then we can close this
2 particular contract out.

3 MR. MCGETTIGAN: And then do we have
4 another restoration starting or is it included?

5 MR. CLAUDE SMITH: Recently we
6 requested the engineer that actually worked with
7 doing the cradle projects to do an analysis of the
8 conditions of some of our cradles. That will be done
9 -- as a matter of fact, next week Monday and Tuesday
10 we'll be going out. That will probably lead us to
11 determine how much more cradles we need to do, based
12 on how situations are with the Authority and the
13 financials as well. Then we'll start to determine
14 how many cradles we would like to complete for maybe
15 the next year or two years.

16 MS. BAZEMORE: Can I back up? I don't
17 know if we talked about the tank lease of antenna
18 space. We actually sent out a proposal trying to
19 seek additional revenues. We previously had two tank
20 contracts, about 30,000 a year. One expired, so we
21 were looking to see if there was any interested
22 bidder, ready bidders to secure a new contract and we
23 got no responses, so we're try I guess later.

24 MR. WARD: 7.d, Lyle Mason appeared
25 before the Board last month, and he had concerns

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1 about his sewer bills at 1630 West Riverside Drive.
2 We indicated that we would provide some documentation
3 with respect to his water usage, and that he would be
4 able to take his concerns and his complaints over to
5 the sewer authority, which of course is a separate
6 entity. Our staff has prepared a detailed meter
7 reading report. I'm going to go further to help
8 Mr. Mason to understand the reading and the
9 terminology. I'm going to break it down to him so
10 that he understands what his argument will need to be
11 going over to the sewer company. But basically we're
12 not going to approach the sewer company as the
13 Authority. We're going to give it to him and let him
14 approach the sewer company.

15 8.a New Business, we've done
16 Mr. Gilliam. We have abatement unnecessary to appear
17 as 8.a(2) and (3).

18 MR. MCGETTIGAN: I'll make a motion.

19 MR. WARD: Do them together.

20 MR. BOR: There is a pending motion.

21 Is there a second?

22 MR. HILL: Second.

23 MR. BOR: Ms. Bailey?

24 MS. BAILEY: Yes.

25 MR. BOR: Mr. Lea?

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1 MR. LEA: 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: Those carry.

9 MR. BOR: Carries.

10 MR. WARD: We are seeking a resolution
11 under 8.b.(1) to rebid for the water service
12 laterals. It's a fairly large project and we want to
13 make certain that we get the most competitive
14 arrangement for the Authority. Third time.

15 MR. HILL: Who has been bidding on it?

16 MR. CLAUDE SMITH: Weco.

17 MR. HILL: Of course.

18 MR. CLAUDE SMITH: Period, absolutely,
19 period.

20 MR. MCGETTIGAN: Which is all the
21 laterals?

22 MR. CLAUDE SMITH: Correct. Well, we
23 bid a certain amount in regards to what needs to be
24 done and based on that, that's how the bids have been
25 coming in.

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1 MS. BAZEMORE: The first one was a 30
2 percent increase over the prior year.

3 MR. CLAUDE SMITH: Right.

4 MS. BAZEMORE: We went back out and
5 maybe moved it one percent.

6 MR. CLAUDE SMITH: It has not been
7 looking favorable.

8 MR. MOYLE: The problem, let's face it,
9 there aren't too many people getting new services in
10 town, so the renewals, we've probably gotten out,
11 services out there. If we get three on the street,
12 that's a cheaper price anyway than a renewal, but --

13 MR. HILL: Try again.

14 MR. MOYLE: Not too much building going
15 on in town. Actually a lot of knock downs to build
16 back, but the services are still there.

17 MR. HILL: I'll move 8.b.(1).

18 MR. MCGETTIGAN: Second.

19 MR. BOR: Ms. Bailey?

20 MS. BAILEY: Yes.

21 MR. BOR: Mr. Lea?

22 MR. LEA: Yes.

23 MR. BOR: McGettigan?

24 MR. MCGETTIGAN: Yes.

25 MR. BOR: Hill?

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1 MR. HILL: Yes.

2 MR. BOR: Smith?

3 MR. SMITH: Yes.

4 MR. WARD: Resolution 8.b.(2), we would
5 like to advertise for delivery of water meter boxes,
6 rings and lids.

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

8 MR. HILL: Second.

9 MR. BOR: Ms. Bailey?

10 MS. BAILEY: Yes.

11 MR. BOR: Mr. Lea?

12 MR. LEA: Yes.

13 MR. BOR: McGettigan?

14 MR. MCGETTIGAN: Yes.

15 MR. BOR: Hill?

16 MR. HILL: Yes.

17 MR. BOR: Smith?

18 MR. SMITH: Yes.

19 MR. WARD: Resolution 8.b.(3) would be
20 miscellaneous plumbing alterations to water services,
21 resolution to solicit bids.

22 MR. HILL: Who does this now, if I can
23 ask?

24 MR. MOYLE: Falasca. Rich doesn't do
25 it anymore.

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1 MR. MCGETTIGAN: Doesn't bid anymore?

2 MR. MOYLE: They haven't for years.

3 MR. MCGETTIGAN: Falasca come to an
4 end?

5 MR. MOYLE: Yes.

6 MR. MCGETTIGAN: Make the motion.

7 MR. SMITH: Second.

8 MR. BOR: Ms. Bailey?

9 MS. BAILEY: Yes.

10 MR. BOR: Mr. Lea?

11 MR. LEA: Yes.

12 MR. BOR: McGettigan?

13 MR. MCGETTIGAN: Yes.

14 MR. BOR: Hill?

15 MR. HILL: Yes.

16 MR. BOR: Smith?

17 MR. SMITH: Yes.

18 MR. WARD: There is an additional
19 resolution to solicit for MTUs, meter transmission
20 units, resolution 8.b(4). Did everyone get that?
21 That kind of came in late.

22 MS. BAILEY: It's in there.

23 MR. HILL: We did.

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

25 MR. HILL: Second.

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1 MR. BOR: Ms. Bailey?

2 MS. BAILEY: Yes.

3 MR. BOR: Mr. Lea?

4 MR. LEA: 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: Carries.

12 MR. WARD: 8.c, I wanted to discuss the
13 termination of a certain fringe benefit for the
14 employee appreciation awards. These awards had been
15 set up to offer praise and approval for folks coming
16 to work on time and not getting injured at work. And
17 not a lot of money, but perhaps something that could
18 be reconsidered in terms of the public authority.

19 MS. BAILEY: What was the award?

20 MR. WARD: They could choose Wawa
21 credits.

22 MS. BAILEY: To a dollar figure?

23 MR. WARD: A certain dollar figure for
24 Wawa, McDonald's, Wal-Mart, Home Depot.

25 MR. MCGETTIGAN: \$100 awards, correct?

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1 MS. BAZEMORE: 14. \$7 a month no
2 accident. No accident two months in a year, \$14 per
3 month per employee. And it's also a perfect
4 attendance award.

5 MR. MCGETTIGAN: Big calculation.

6 MS. BAZEMORE: So it adds up and people
7 say, Okay, give me this dollar amount.

8 MS. BAILEY: This wasn't sown into any
9 labor contract? It was just outside of the contract?

10 MR. WARD: This is outside of the labor
11 contract.

12 MS. JOHNSON: I was waiting to address
13 the Board on behalf of the employees in regards of
14 the gift certificates, they did generate positive
15 impact. The people, we had a lot of people that came
16 in with perfect attendance, as well as the workers'
17 comp incidents.

18 By removing this from the employees, we
19 watched us lose our annual dinner, our Christmas
20 party was supposed to be enjoined with the annual
21 dinner, but it really wasn't, but the employees for
22 the last 29, 30 years I've been here received
23 watches. We no longer get them. We no longer get
24 the award money merit, which was 250. Three
25 employees, from the water -- from the plant and the

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1 yard and the office.

2 What I'm trying to say, we are
3 constantly deleted from the small things that we
4 received. And we see other things, the employees,
5 because we do work here and we see other things that
6 are still maintained that could be deleted that have
7 not been, so it causes us to think that we're going
8 out of business. It's not sending us a good message
9 at all. And I believe it may be in the budget to do
10 it. It's not that much money and so if you take the
11 last thing from us, then we're saying what about all
12 the other things that we all receive? That's why I
13 wanted to address the Board in reconsidering the
14 removing \$7 a month, but it does have an impact. We
15 just had one accident last year, but this program has
16 been in effect since 2002 and it has produced
17 positive impacts on workers' comp injuries. So
18 please consider it.

19 MR. WARD: The only response that I
20 would have is the City of Atlantic City has run into
21 an iceberg and we are like the Titanic trying to plug
22 holes in our ship rather than to rearrange the chairs
23 on the front deck. I think that this award, while I
24 agree with you, the results may have turned around
25 some positive aspects for employees, the award sticks

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1 out like a very sore thumb in terms of the comparison
2 between us and the public agency and the City where
3 individuals are being laid off, both in the school
4 board and the City of Atlantic City. So again, while
5 the dollar figure may not be as noticeable in terms
6 of the entire budget, the perception itself creates a
7 barrier for our continued negotiation and our
8 continued effort to try to resolve for a sustainable
9 Authority going forward.

10 MR. WEBER: I may also add we're in the
11 midst of negotiating union contracts. It's not on
12 anyone's radar screen in terms of requesting it one
13 way or the other. I assume that if they think it's
14 worthy of discussion, they will bring it up at some
15 point in time during the discussions.

16 MR. SMITH: My concern about that
17 award, basically what we were awarding them for is
18 something they should be doing anyway. I'm not
19 against giving a little incentive to do a better job
20 or make the whole company feel good about themselves,
21 but I'm inclined to agree with Bruce on this one.

22 MR. HILL: Was this program brought up
23 at any of the conversations?

24 MR. BOR: Are you talking about the
25 negotiating conversations?

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1 MR. HILL: Because to me it seems like
2 a small thing.

3 MR. BOR: But to the emergency managers
4 it wasn't. The emergency managers reiterated two
5 times why we needed to order lunch for our Board
6 meetings, so that's how they're perusing everything.
7 They were concerned about how much we were spending
8 for lunch every month, really.

9 MR. HILL: So yes is the answer,
10 probably.

11 MR. MCGETTIGAN: Yes is the answer.
12 They're looking at everything.

13 MS. BAILEY: I can say our monitor is
14 definitely looking at everything and I understand the
15 employee's concern from an HR standpoint, but even
16 the teacher's unions are coming back to the board of
17 education to say what can they give. I wish they had
18 done this six months ago, but they didn't. Now all
19 those things are coming to pass. Even the labor
20 unions are realizing this is a fast-moving freight
21 train. Everybody has to give something. Everybody
22 has to hurt a little bit.

23 I would say we would be able to give this
24 back to our employees. This is not something we're
25 doing arbitrarily, but I think it's a better thing

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1 for you to give back to us to pass that on, makes you
2 feel like you're a part of the hurt that we are going
3 through, so I don't want you to think we're
4 arbitrarily doing this.

5 MS. JOHNSON: I have conveyed that to
6 the employees, because a rumor had gotten out in
7 regards of the gift certificates possibly stopping.
8 What I conveyed to them when you look at the big
9 scheme, but what came back, What is management giving
10 up? There are still things that management is still
11 doing. Lunch is one of them. They even said lunch
12 is one of them, as well as other renewals of certain
13 subscriptions that's being done, so they earned that.
14 They're saying why are they the only ones giving up?
15 Is it across the board, basically?

16 MR. MCGETTIGAN: I think negotiating
17 for a wage increase is much more important than
18 negotiating -- we're talking about \$7 a month. That
19 seems to be their main interest should be --

20 MR. WEBER: Interesting enough, they've
21 already recognized, as we all know from prior
22 conversations, that the economics is really off the
23 table. And if anything, we're now going back to
24 them, and talking about economics, but not in a, I
25 guess in their perspective, not a positive way. It's

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1 how we can work together. I think it was well put,
2 that working together to get through this.

3 MR. MCGETTIGAN: I agree with Bruce and
4 the Chairman. It looks almost ridiculous to be
5 awarding them for doing their job.

6 MR. SMITH: Conditions have changed
7 since 2002.

8 MR. HILL: We can bring this back if we
9 all survive.

10 MR. SMITH: If we survive, I have no
11 problem bringing it back.

12 MR. MCGETTIGAN: Neither do I. But at
13 this point, I don't think it's valuable.

14 MR. SMITH: What does it amount to,
15 \$1,000 a year?

16 MS. BAZEMORE: It's ten, 15,000.

17 MR. HILL: That's different. That's
18 different.

19 MR. CLAUDE SMITH: Let me just
20 interject, based on the fact I've also been a part of
21 the safety committee and pretty much chairing the
22 safety committee a couple years ago. One of the
23 reasons this was brought into place, we were doing
24 this as part of a motivation and also inspiration for
25 trying to cut back on our accidents over the years.

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1 Hopefully, what I will say, hopefully, that the
2 culture that we have actually presented over the last
3 several years, have changed over the last several
4 years, will maintain itself if this was to be taken
5 away. I'm not objecting to the fact that it's
6 something that's being scrutinized or looked at by
7 the City or so forth, but I'm hoping that this does
8 not change the culture that we presently have and
9 that MOD rates don't go up. So if you're talking
10 about \$15,000 versus \$50,000 in regards to
11 encumbrance in terms of payouts or even more based on
12 occurrences and accidents, therefore, you're looking
13 at a small amount of money.

14 MR. SMITH: I see your point.

15 MS. JOHNSON: I'm glad you said that.

16 What the employees do when there is an accident, they
17 start getting on the person because it made them lose
18 their \$7. So it was a group effort. It kept things
19 down if you look back at the MOD rates.

20 MS. BAZEMORE: I think the big point is
21 presentation at this point. And Gary had a good
22 point. If we survive and things get back to what
23 we're used to, such a program, we can justify it.
24 But I think right now at this point, the presentation
25 of it doesn't look good.

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1 MR. CLAUDE SMITH: It's twofold. One
2 is of course the employees working to maintain a safe
3 environment and keeping each other in check in
4 regards to working safely, and not saying that they
5 should not. Mr. Smith made a statement, Well, you're
6 actually paying them for something that they should
7 be doing, and that's understood as well too, but the
8 thing is when you motivate the individuals to work a
9 little different in regards to work that they're
10 doing, it is different in terms of how to perceive it
11 and how to go about doing it.

12 MR. SMITH: I'm on your side in that,
13 believe me. I understand. I was a worker at one
14 time, so it is what it is.

15 MS. BAZEMORE: We all see the benefits
16 of it on the safety, but because on the outside,
17 don't --

18 MR. CLAUDE SMITH: I'm not challenging
19 the fact how things might be perceived, but on the
20 inside, it is different.

21 MS. BAZEMORE: That's what it is.

22 MR. CLAUDE SMITH: It's different.

23 MR. WARD: Did you want to call a vote
24 on this?

25 MR. BOR: There would have to be a

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1 resolution.

2 MR. MCGETTIGAN: How about we do a
3 resolution --

4 MR. BOR: Would it --

5 MR. MCGETTIGAN: -- to suspend it?

6 MR. HILL: That's good idea.

7 MR. BOR: Rather than delete it?

8 MR. MCGETTIGAN: Suspension.

9 MR. BOR: Good job.

10 MR. MCGETTIGAN: That way the employees
11 know we really do want it, but we're threatened by
12 it.

13 MR. CLAUDE SMITH: It's a different
14 message actually being sent in regards to -- and of
15 course whether or not, you know, our Executive
16 Director or whoever else is going to explain it to
17 the individuals or to our employees that's going on,
18 this is why we're doing it, at least it's a better
19 reception of why it's being done as opposed to, Well,
20 you're taking this away from us and keep on taking
21 everything away from us. So what about something
22 else?

23 MR. SMITH: At a boy, John, suspension.

24 MR. BOR: So the motion will be to
25 suspend fringe benefit employee appreciation award.

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1 MS. BAILEY: So moved.

2 MR. MCGETTIGAN: Until further notice.

3 Second.

4 MR. BOR: Ms. Bailey?

5 MS. BAILEY: Yes.

6 MR. BOR: Mr. Lea?

7 MR. LEA: Yes.

8 MR. BOR: McGettigan?

9 MR. MCGETTIGAN: Yes.

10 MR. BOR: Hill?

11 MR. HILL: Yes.

12 MR. BOR: Smith?

13 MR. SMITH: Yes.

14 MR. BOR: Carries.

15 MR. WARD: 8.d, discussion about the
16 fee structure. We have received a complaint from a
17 Ms. Cheryl Kaplan, who purchased a foreclosed
18 property in Atlantic City and her complaint was on
19 the structure of our approach to her reconnection.
20 In other words, the meter was taken out and we gave
21 her the normal opportunity to choose between the
22 connection fee and the former quarters, and she
23 brought up a statute in the foreclosure area, which
24 talks about how certain past bills, if they're not
25 recorded, have to be wiped out. And this would only

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1 apply to foreclosed properties, so we'll make that
2 distinction that are unrecorded. So basically, Fred,
3 if you want to chime in here?

4 MR. BOR: I would be glad to.
5 Basically financially, she's screwing herself over.
6 She came to me and Bruce, who has been communicating
7 with both of us, saying that her lawyers filed for a
8 foreclosure and our lien was unrecorded.

9 MR. SMITH: Wait a minute, before you
10 go any further, Fred. Wasn't that the lady that was
11 in here?

12 MR. BOR: No.

13 MR. SMITH: That wasn't her?

14 MR. BOR: No. And that our lien was
15 unrecorded. She cited a statute to me, of which I
16 have a copy, and reviewed the final judgement. And
17 the statute does state clearly any unrecorded
18 interest is foreclosed as if it had been recorded.
19 So she's quite right. She is not obligated to pay
20 the past due water bills since it's not a -- it
21 wasn't because of the foreclosure.

22 Now, if she hadn't brought this statute
23 to my attention, which I had never heard of the
24 statute, frankly, she would have had to pay \$500.

25 MS. BAZEMORE: It's \$500, but I guess

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1 when you first started reading, you said a lien.

2 MR. BOR: No there was never a lien.

3 MS. BAZEMORE: So when you first
4 started reading, you said a lien. This does not
5 relate to a lien.

6 MR. BOR: No, little L.

7 MS. BAZEMORE: So when you
8 "unrecorded," explain what you mean.

9 MR. BOR: We had open bills that we
10 never recorded as a lien and certified to the tax --

11 MS. BAZEMORE: No, they're not open
12 bills that were not recorded as a lien. It's the
13 same situation. Once a meter is pulled, you are no
14 longer connected to our system, our service. And in
15 order to reconnect, there is a fee associated with
16 it, a reconnection fee, but it has nothing to do with
17 unrecorded past bills.

18 Our methodology of calculating is
19 twofold, as Bruce said. Either connection fee
20 consumption fee based on a rate, or past quarterly
21 amounts based on the last ten years, but it has
22 nothing to do with the previous bills.

23 MR. BOR: You're suggesting she should
24 have the option?

25 MS. BAZEMORE: Which is the cheaper,

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1 the quarter.

2 MR. BOR: By \$2,000 or so.

3 MR. WARD: Wouldn't we be running afoul
4 of the statute that she brought to us if we used the
5 methodology of the past quarters? And that's, the
6 point is, I think she put her foot in her own mouth.

7 MR. BOR: What Linda is articulating is
8 what the policy has been, because none of us really
9 had to deal with the statute in the past. She put us
10 on notice of the statute that interrupts the protocol
11 that Linda stated, and puts herself in a position
12 where she has to pay the reconnection fee, because
13 her view is that the past bills have been wiped out
14 by the foreclosure. She's cost herself \$2,000
15 basically or so.

16 MS. BAZEMORE: It's \$500.

17 MR. WARD: The reconnection fee?

18 MS. BAZEMORE: It's \$500 is the fee,
19 \$483 if I'm --

20 MR. BOR: Is the reconnection fee?

21 MS. BAZEMORE: Yes.

22 MR. WARD: And the reset fee?

23 MS. BAZEMORE: \$150.

24 MR. WARD: So she's up to 600
25 something.

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1 MR. BOR: We can tell her, whether she
2 calls Bruce or me or both of us, that upon payment of
3 the fee, if it's approximately five to \$600, she
4 should arrange to get a meter installed and start
5 billing. Who should she contact?

6 MS. BAZEMORE: She may want to deal
7 with David Pham.

8 MR. WARD: And we'll advise David that
9 the quarterly issue is off the table for her.

10 MS. BAZEMORE: You want her to pay the
11 connection fee?

12 MR. WARD: Yes, she's paying the
13 connection fee, because the statute says we can't use
14 the quarterly measurement.

15 MS. BAZEMORE: Does it say that?
16 That's when I told you -- I disagree. It's that the
17 -- that happens to be our methodology. What the
18 statute is trying to avoid is for us to be charging
19 for back bills relating to the property. That's not
20 what it is. It's our methodology. That's how we
21 calculate it.

22 MR. WARD: But the methodology relates
23 back to past bills. That methodology falls right
24 into the statute, because presumably the statute says
25 all of that been wiped out. I think that she did it,

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1 she brought it to our attention.

2 MS. BAZEMORE: Did you guys hear that?
3 But that's not under what the statute is trying to
4 accomplish, but that's not really what we're doing,
5 you know what I mean? It's not because, okay, we're
6 or we didn't bill you for this, so we're catching up
7 to this amount of time and it's \$600.

8 MR. BOR: So if we're not calling it
9 back bills --

10 MS. BAZEMORE: It's connection fee
11 rate.

12 MR. BOR: Equal to four --

13 MR. SMITH: Can I ask one question? Is
14 she a resident?

15 MR. WARD: No.

16 MR. BOR: Boston foreclosed property.

17 MR. SMITH: She's not a resident.

18 MR. BOR: Not yet.

19 MR. SMITH: We're taking care of our
20 residents, giving water service. If she's not a
21 resident as yet.

22 MR. WARD: This would be a rental
23 property.

24 MR. SMITH: Let's go by the legal
25 terms. What do you got there?

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1 MR. BOR: My opinion, if they're not
2 designated as past bills, the statute does not apply.
3 If they are past bills, the statute applies.

4 MS. BAZEMORE: They're not past bills.
5 Our methodology is based on past quarterly minimums.
6 That's just a methodology of calculating, you say
7 either you pay this or this, and typically 99 percent
8 of the time that is cheaper, so --

9 MR. SMITH: That's what I was implying.
10 Give her the cheapest rate.

11 MS. BAZEMORE:

12 MS. BAILEY: Give her a choice.

13 MR. BOR: Pay us 500 or \$2,500?

14 MS. BAILEY: But we're naming it a
15 connection fee?

16 MS. BAZEMORE: Yes.

17 MR. WARD: We're now at bills, number
18 nine. Any questions on bills? You want to call it?

19 MR. BOR: Any motion for bills?

20 MR. HILL: Make a motion to accept.

21 MR. MCGETTIGAN: Second.

22 MR. BOR: Ms. Bailey?

23 MS. BAILEY: Yes.

24 MR. BOR: Mr. Lea?

25 MR. LEA: Yes.

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1 MR. BOR: McGettigan?

2 MR. MCGETTIGAN: Yes.

3 MR. BOR: Hill?

4 MR. HILL: Yes.

5 MR. BOR: Smith?

6 MR. SMITH: Yes.

7 MR. BOR: Carries.

8 MR. WARD: Executive Session.

9 MR. SMITH: Let's have a little break.

10 (Closed Session from

11 11:05 a.m. to 11:50 a.m.)

12 MR. WARD: We are back in Open Session.

13 The Board met in Closed Session and discussed a
14 number of items, one of which was the solar project
15 and Executive Director reported that the solar
16 project had reached a standstill with respect to the
17 need in the contract for the Authority to have a
18 statement saying it is not aware of any potential
19 disruption in the contract. In other words, a
20 continuing statement. And this is a statement that
21 the Authority would need from the City of Atlantic
22 City, given the current circumstances. So the
23 Executive Director reached out to the City on a
24 number of occasions, and with the pressure mounting
25 from Marina Energy to meet its timetable in 2015,

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1 Marina Energy has chosen to take the lead and speak
2 with the City on Friday to get the level of assurance
3 that would be necessary. And if that's the case,
4 then we would be able to go forward with the solar
5 project.

6 Secondly, the Board had a discussion
7 with respect to matters in the City, particularly the
8 more recent MOU, and the Board has resolved to
9 authorize its solicitor and labor counsel to review
10 and proceed as necessary with legal actions in
11 support of ACMUA operations. The Board has
12 authorized not to exceed a \$5,000 amount to support
13 these activities with the need to report back in as
14 necessary.

15 And number three, labor attorney
16 indicated that the labor unions are equally concerned
17 with the language of the MOU and would consider
18 mobilizing and could in fact join with the ACMUA as
19 necessary in further proceedings.

20 Finally, Ms. Bazemore requested that
21 the Authority have some discussion with the work
22 force with respect to their concerns and their
23 anxieties of the public statements that are out and
24 about. And the Board has agreed that the Executive
25 Director will schedule meetings with the work force

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1 to indicate the Authority's clear support and intent
2 to maintain the Authority as viable as possible. And
3 that concluded the Executive Session.

4 MR. BOR: We don't need any resolutions
5 authorizing Mr. Weber and I.

6 MR. WARD: Just put it on the Board.

7 MR. SMITH: Move for adjournment.

8 MR. BOR: Hearing no objection.

9 MS. JOHNSON: Excuse me, you have to
10 authorize that resolution.

11 (Whereupon Board Members started
12 leaving and they were recalled.)

13 MR. WARD: We're reopening the meeting.
14 And we're going to make a resolution to authorize
15 solicitor and labor counsel to proceed as necessary
16 with legal actions in support of ACMUA operations.
17 There is a \$5,000 fee connected with this and that is
18 not to exceed \$5,000, with reports back to the Board
19 as necessary. And that will end.

20 MS. BAILEY: So move.

21 MR. MCGETTIGAN: Second.

22 MR. BOR: Ms. Bailey?

23 MS. BAILEY: Yes.

24 MR. BOR: Mr. Lea?

25 MR. LEA: Yes.

ATLANTIC CITY MUA

1 MR. BOR: McGettigan?

2 MR. MCGETTIGAN: Yes.

3 MR. BOR: Hill?

4 MR. HILL: Yes.

5 MR. BOR: Smith?

6 MR. SMITH: Yes.

7 MR. BOR: Thank you.

8 (The meeting adjourned at 12 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: July 29, 2015

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