

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

DATE: WEDNESDAY - JULY 18, 2018  
COMMENCING AT 10:01 A.M.

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1           Computer-aided transcript of the Board of  
2 Directors Meeting, taken stenographically in the  
3 above-entitled matter before Lynda R. Gamon  
4 Snelgrove, License No. 30XI0135300, a New Jersey  
5 Certified Court Reporter and U.S. Registered  
6 Professional Reporter, held at the Atlantic City  
7 Municipal Utilities Authority, Conference Room, 401  
8 N. Virginia Avenue, Atlantic City, New Jersey, on  
9 Wednesday, July 18, 2018, commencing at 10:01 a.m.,  
10 there being present:

1 BOARD MEMBERS PRESENT:

2

3

4

MILTON L. SMITH, Chairman  
GARY L. HILL, Vice Chairman/Secretary  
JOHN McGETTIGAN, Treasurer  
EDMUND J. COLANZI, Board Member  
WILLIAM LEA, Board Member  
PATRICIA BAILEY, Board Member-Alternate 1  
WILLIAM CHEATHAM, Board Member-Alternate 2

8

9 COUNSEL PRESENT:

10

11

FRED BOR, ESQUIRE  
Attorney for the Atlantic City  
Municipal Utilities Authority

12

13

14

ANDREW WEBER, ESQUIRE  
Labor Counsel for the Atlantic City  
Municipal Utilities Authority

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17

18 ALSO PRESENT:

19

20

G. BRUCE WARD, Executive Director  
Atlantic City Municipal Utilities Authority

21

22

KELLY WILLIAMS, Executive Secretary  
Atlantic City Municipal Utilities Authority  
CLAUDE SMITH, Director of Engineering

23

Atlantic City Municipal Utilities Authority

24

ANITA THAPA, Assistant Director of  
Accounting & Finance

25

Atlantic City Municipal Utilities Authority

1 (Time noted: 10:01 a.m.)

2  
3 CHAIRMAN SMITH: Good morning,  
4 everybody. Let's get started, please.

5 Adequate notice of this meeting has  
6 been provided as required by law by mailing to  
7 The Press a list of the regularly scheduled meetings  
8 of the board of directors, including the notice of  
9 the regular meeting scheduled for July 18th, 2018, at  
10 401 North Virginia Avenue, Conference Room, Atlantic  
11 City, New Jersey.

12 Copy of said notice was sent to the  
13 city clerk to be posted. All of the aforesaid  
14 complies with Chapter 231 of the Laws of 1975, known  
15 as Open Public Meeting Laws.

16 Roll call.

17 MR. BOR: Ms. Bailey?

18 MS. BAILEY: Here.

19 MR. BOR: Mr. Cheatham?

20 MR. CHEATHAM: Here.

21 MR. BOR: Mr. Lea?

22 MR. LEA: Here.

23 MR. BOR: Colanzi?

24 MR. COLANZI: Here.

25 MR. BOR: McGettigan?

1 MR. McGETTIGAN: Here.

2 MR. BOR: Hill?

3 MR. HILL: Here.

4 MR. BOR: Smith?

5 CHAIRMAN SMITH: Here.

6 MR. BOR: Quorum.

7 CHAIRMAN SMITH: The Pledge of  
8 Allegiance, please.

9 (The Pledge of Allegiance is  
10 recited.)

11 MR. WARD: Do the minutes approved  
12 and then we'll go to the abatements.

13 MR. BOR: Members of the Board,  
14 you've all received from the executive director a  
15 copy of executive session minutes for June 20th,  
16 2018. Accordingly, let's move to Number 4, and if  
17 you've read that as well as the regular minutes, is  
18 there a motion to approve both regular and executive  
19 session minutes.

20 MR. HILL: Motion to approve.

21 MR. McGETTIGAN: Second.

22 MR. BOR: Mr. Lea?

23 MR. LEA: Yes.

24 MR. BOR: Colanzi?

25 MR. COLANZI: Yes.

1 MR. BOR: McGettigan?

2 MR. McGETTIGAN: Yes.

3 MR. BOR: Hill?

4 MR. HILL: Yes.

5 MR. BOR: Smith?

6 CHAIRMAN SMITH: Yes.

7 MR. BOR: Number 4, minutes  
8 approved. Executive Director.

9 MR. WARD: Good morning, Board  
10 members; good morning, members of the public and  
11 staff. I'd like to address the agenda to move to 9b.  
12 We have a number of abatements.

13 If we can begin with Mr. John Kenny.  
14 After 9b, then we're going to go up to 9a for  
15 Ms. Sharon Zappia.

16 Is Mr. Kenny here?

17 MS. PARSONS: Yes, I'm a  
18 representative for Mr. Kenny. I'm his property  
19 manager.

20 MR. WARD: Okay. And this is 2905  
21 Jackson Terrace?

22 MS. PARSONS: Correct.

23 MR. WARD: The abatement is for  
24 \$786.08?

25 MS. PARSONS: Yes.

1 MR. WARD: Was there a plumbing leak  
2 that was found and corrected?

3 MS. PARSONS: Yes.

4 MR. WARD: And this is your first  
5 abatement?

6 MS. PARSONS: Yes.

7 MR. WARD: Board members, any  
8 questions?

9 MS. PARSONS: I'm sorry, I can't  
10 hear you.

11 MR. WARD: I said, Board members,  
12 any questions?

13 MS. PARSONS: Oh, all right.

14 MR. HILL: I'll move 9b(1).

15 MR. McGETTIGAN: Second.

16 MR. BOR: Mr. Lea?

17 MR. LEA: Yes.

18 MR. BOR: Colanzi?

19 MR. COLANZI: Yes.

20 MR. BOR: McGettigan?

21 MR. McGETTIGAN: Yes.

22 MR. BOR: Hill?

23 MR. HILL: Yes.

24 MR. BOR: Smith?

25 CHAIRMAN SMITH: Yes.

1 MR. BOR: 9b(1) carried.

2 THE REPORTER: Ma'am, can I have  
3 your name?

4 MS. PARSONS: Michelle Parsons.

5 MR. WARD: The adjustments will be  
6 made by our customer service staff to your bill.

7 MS. PARSONS: Okay, very good.  
8 Thank you.

9 MR. WARD: Houston Realty Company,  
10 104 North Houston Avenue -- or Houston Avenue.

11 (There is no response.)

12 MR. WARD: No one here. Marvin  
13 Napper?

14 MR. NAPPER: Yes.

15 MR. WARD: b(3), Mr. Napper, 401  
16 North Martin Luther King Boulevard.

17 Mr. Napper's request is for \$887.11.

18 Mr. Napper, was there a leak at your  
19 property?

20 MR. NAPPER: Yes.

21 MR. WARD: Was it fixed by a  
22 plumber, sir?

23 MR. NAPPER: Yes.

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



1 MR. NAPPER: Yes.

2 MR. WARD: Any questions from the  
3 Board?

4 MR. NAPPER: No. Oh, sorry.

5 MR. WARD: That's all right, my back  
6 is to you.

7 MR. NAPPER: I'm sorry.

8 MR. HILL: I'll move 9b(3).

9 MR. McGETTIGAN: Second.

10 MR. BOR: Is there a second?

11 MR. McGETTIGAN: Yes.

12 MR. BOR: Mr. Lea?

13 MR. LEA: Yes.

14 MR. BOR: Colanzi?

15 MR. COLANZI: Yes.

16 MR. BOR: McGettigan?

17 MR. McGETTIGAN: Yes.

18 MR. BOR: Hill?

19 MR. HILL: Yes.

20 MR. BOR: Smith?

21 CHAIRMAN SMITH: Yes.

22 MR. WARD: Mr. Napper, the motion is  
23 carried and the customer service staff will adjust  
24 your bill accordingly.

25 MR. NAPPER: Oh, thank you. I can

1 go?

2 MR. WARD: You're dismissed, yes.

3 MR. NAPPER: Okay, thank you.

4 MR. WARD: Rashid Haque Ahmed?

5 Rashid Ahmed?

6 Vets II, LLC --

7 MR. GUARINO: Yes.

8 MR. WARD: 132 North Maryland

9 Avenue?

10 MR. GUARINO: Yes.

11 MR. WARD: Good morning, sir. Could  
12 you give your name for the record?

13 MR. GUARINO: My name is -- excuse  
14 me -- Tom Guarino.

15 MR. WARD: Okay. Mr. -- what's it,  
16 Guarino?

17 MR. GUARINO: Guarino.

18 MR. WARD: Mr. Guarino, was there a  
19 leak at your property?

20 MR. GUARINO: There was.

21 MR. WARD: And the request is for  
22 \$2,369.88. Was the leak repaired by a plumber?

23 MR. GUARINO: Yes.

24 MR. WARD: And this is your first  
25 abatement for the vets organization?

1 MR. GUARINO: Yes.

2 MR. WARD: Questions from the Board?

3 (There is no response.)

4 MR. WARD: No.

5 CHAIRMAN SMITH: Is that -- what

6 property is that for?

7 MR. GUARINO: The vets.

8 MR. WARD: 132 North Maryland

9 Avenue.

10 CHAIRMAN SMITH: Right around here,

11 right around the corner.

12 Move it.

13 MR. HILL: Second.

14 MR. BOR: Mr. Lea?

15 MR. LEA: Yes.

16 MR. BOR: Colanzi?

17 MR. COLANZI: Yes.

18 MR. BOR: McGettigan?

19 MR. McGETTIGAN: Yes.

20 MR. BOR: Hill?

21 MR. HILL: Yes.

22 MR. BOR: Smith?

23 CHAIRMAN SMITH: Yes.

24 MR. BOR: Carries.

25 MR. WARD: Your abatement is

1 approved. Customer service will adjust your bill  
2 accordingly.

3 MR. GUARINO: Will they do it now or  
4 in, in time?

5 MR. WARD: I'm not -- just not sure,  
6 but they will do it.

7 MR. GUARINO: Okay.

8 MR. WARD: It will get done. Your  
9 bill will be adjusted.

10 MR. GUARINO: Pardon me?

11 MR. WARD: The paperwork from this  
12 meeting will have to connect with customer service.

13 MR. GUARINO: Okay, yes, that's what  
14 I wasn't sure of.

15 MR. WARD: Bakersville Investment.

16 MR. STEFANIDES: Yes, sir.

17 MR. WARD: Good morning. And your  
18 name, sir?

19 MR. STEFANIDES: My name is George  
20 Stefanides with Apex Prime Realty representing  
21 Bakersville Investment Group.

22 THE REPORTER: Could you spell your  
23 name, please?

24 MR. STEFANIDES: It's  
25 S-T-E-F-A-N-I-D-E-S.

1 THE REPORTER: Thank you.

2 MR. STEFANIDES: Nice Italian name.

3 MR. WARD: And that is at 18 Caravel  
4 Court. Is that correct?

5 MR. STEFANIDES: Yeah, that's  
6 correct.

7 MR. WARD: And the abatement request  
8 is for \$1,009.95.

9 Now, sir, was there a plumbing leak  
10 at the property?

11 MR. STEFANIDES: Yes, the hot water  
12 heater was leaking and we replaced it.

13 MR. WARD: And you replaced it with  
14 a plumber?

15 MR. STEFANIDES: Yes.

16 MR. WARD: Any questions from the  
17 Board?

18 MS. BAILEY: Was this the first --

19 MR. WARD: First abatement?

20 MR. STEFANIDES: Yes, sir.

21 MR. McGETTIGAN: Motion.

22 MR. HILL: Yes.

23 MR. BOR: Mr. Lea?

24 MR. LEA: Yes.

25 MR. BOR: Colanzi?

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 CHAIRMAN SMITH: Yes.

8 MR. WARD: Sir, the abatement has  
9 been approved. Customer service will adjust your  
10 records.

11 MR. STEFANIDES: Thank you for your  
12 attention.

13 MR. WARD: The next one (7), 9(7),  
14 which is Amirco Group, 1124 North Ohio Avenue.

15 Is anyone here from that  
16 organization?

17 (There is no response.)

18 MR. WARD: Moving to the next is  
19 James Regan, 80 -- 108 South Carolina Avenue. James  
20 Regan?

21 (There is no response.)

22 MR. WARD: Next is 501-503 Atlantic  
23 Avenue Realty.

24 MR. BOR: That's unnecessary.

25 MR. WARD: Oh, is that unnecessary?

1 Yeah. Do I have any more?

2 James Regan does it, okay.

3 CHAIRMAN SMITH: Don't you have a --  
4 what about Number 10? Who's Number 10?

5 MS. WILLIAMS: That's unnecessary.

6 MR. BOR: Unnecessary. We have  
7 three unnecessaries, (9), (10), and (11).

8 CHAIRMAN SMITH: Okay.

9 MR. WARD: Did you want to just go  
10 ahead and read those off? Do you want to do those  
11 together?

12 MS. WILLIAMS: Yeah.

13 MR. WARD: We're doing the  
14 unnecessaries.

15 MR. HILL: We're finishing b; right?  
16 We did finish b. Now we're ready to --

17 CHAIRMAN SMITH: What is your name?

18 MS. WILLIAMS: He said we're coming  
19 back to her.

20 MS. ZAPPPIA: We have two people  
21 blocked in. So this gentleman who just left was  
22 trying to get out. And he -- this gentleman and I  
23 have the last ones.

24 MR. WARD: We'll sought after you if  
25 you want to just try -- you can come back in.

1 MS. ZAPPIA: Do you want to do me  
2 first or do you want me to go out and try --

3 MR. WARD: No, yours might have a  
4 little bit more discussion.

5 MR. LEA: Am I blocking --

6 MS. ZAPPIA: Okay, thank you.

7 MR. HILL: And, Bruce, there was an  
8 (11) on the agenda, I believe. Maybe this gentleman  
9 here.

10 MR. WARD: Hisham Sarahan, 11 South  
11 Metropolitan.

12 MS. WILLIAMS: That's unnecessary.

13 MR. HILL: Oh, unnecessary.

14 MR. WARD: Unnecessary.

15 MR. HILL: Sorry, sorry.

16 MR. WARD: And Linh Nguyen?

17 MS. NGUYEN: Yes.

18 MR. WARD: Okay. We'll vote on  
19 yours. So you want to vote on (10), (11), and (9)--  
20 (9), (10), and (11).

21 MR. HILL: Right, (9), (10), and  
22 (11).

23 MR. WARD: Unnecessary to appear.

24 MR. HILL: Move it.

25 MR. McGETTIGAN: Second.



1 MR. BOR: Mr. Lea?

2 He's temporarily not here. We still  
3 have a quorum, however.

4 And Mr. Colanzi?

5 MR. COLANZI: Yes.

6 MR. BOR: McGettigan?

7 MR. McGETTIGAN: Yes.

8 MR. BOR: Hill?

9 MR. HILL: Yes.

10 MR. BOR: Smith?

11 CHAIRMAN SMITH: Yes.

12 MR. BOR: It carries.

13 MR. WARD: Okay. Your abatement has  
14 been approved.

15 MS. NGUYEN: Yes.

16 MR. WARD: Okay. And customer  
17 service will straighten out your bill.

18 MS. NGUYEN: Yes.

19 MR. WARD: Okay?

20 MS. NGUYEN: Thank you.

21 MR. WARD: You're done.

22 And, gentlemen, who are you here  
23 for?

24 MR. MUSTAFA: 38 South Windsor  
25 Avenue.

1 MR. WARD: 38 South what?

2 MS. WILLIAMS: We said that.

3 MR. WEBER: 38 South Windsor is (4).

4 MR. BOR: You called the name but  
5 there was no response.

6 MR. HILL: I don't think he heard  
7 you. We'll just go back and do that.

8 MR. WARD: All right. We're coming  
9 back to Rashid Ahmed --

10 MR. MUSTAFA: He's not the owner, so  
11 I'm not sure.

12 MR. HILL: I'm sorry?

13 MR. MUSTAFA: He's not the owner.

14 MS. WILLIAMS: He's not the owner.  
15 So who's the owner?

16 MR. MUSTAFA: We are.

17 MR. WARD: I'm sorry, I didn't hear  
18 you.

19 MS. WILLIAMS: They're the owners  
20 they said, but they're not on there as the owners.

21 MS. BAILEY: They're saying they  
22 purchased it from the people on the list or the one  
23 on the list is not the owner anymore?

24 MS. WILLIAMS: Right.

25 MS. BAILEY: Okay.

1 MR. WARD: So the abatement request  
2 was given by the prior owner?

3 MR. MUSTAFA: No, it was us, but  
4 that prior owner hasn't been the owner for years.

5 MR. HILL: It's just a mistake --

6 MR. MUSTAFA: Yes.

7 MR. HILL: -- the owner's name on  
8 the -- is the correct name on the bill?

9 MR. MUSTAFA: Yeah, the bills are  
10 right.

11 MR. HILL: Oh, then that should be  
12 all right then.

13 MS. THAPA: Let me see. We do need  
14 the ownership paper. Do you have that? To change  
15 the owner?

16 MR. HILL: We're going back and  
17 forth.

18 MS. THAPA: We can just change the  
19 name -- let me make sure this account is that owner's  
20 name.

21 MS. WILLIAMS: This is the account.

22 MS. THAPA: I want to see what the  
23 deal is.

24 MR. WARD: All right. We'll come  
25 back to you.

1 MR. REHMAN: I'm here about 1537  
2 Boardwalk. I'm just going to take a couple of  
3 minutes from you guys if you allow me.

4 MR. WARD: You're not on the agenda,  
5 sir?

6 MR. REHMAN: No, I'm not on the  
7 agenda.

8 MR. WARD: Okay. Well, you can say  
9 what your concern is.

10 MR. REHMAN: Okay, if you allow me  
11 to approach you, I have this property on 1537  
12 Boardwalk. We have an ongoing problem for years.  
13 The plumbing, I have seven meters in my basement and  
14 I've been requesting the water company to remove  
15 these meters. We did have a problem. They cannot  
16 remove it.

17 But the problem is right now, the  
18 current situation is that the plumbing is all rotted  
19 and they are leaking. And I call and make a  
20 complaint, if somebody can come and fix this leak.  
21 Somebody from the staff came yesterday and they said  
22 they cannot fix it. And this is a leak from the main  
23 line coming before the meter.

24 And the meters are right after this.  
25 The leak is right here and our meters are right here,

1 seven meters. As you can see, this is destroying all  
2 my property. Water is everywhere in the basement.  
3 And if I just close this water, there are seven  
4 businesses, three of them are going to be shut down  
5 because they are restaurants and they cannot work  
6 without water.

7 So from here when I'm leaving, the  
8 only thing I can do, I will go to the city and code  
9 enforcement, I've been calling them, and then I have  
10 to shut down this water.

11 MR. WARD: Okay.

12 MR. REHMAN: If you guys can help me  
13 out and send somebody to fix this water leak.

14 MR. WARD: This matter goes back to  
15 Garth Moyle who did an inspection of this property.  
16 Apparently -- it might have been the former owner of  
17 the property -- wanted to have separate meters for a  
18 number of businesses.

19 Now, as I understand, that this  
20 organization wants to consolidate and cut out some of  
21 the excess meters. Is that right?

22 MR. REHMAN: No.

23 MR. WARD: No? You want to keep all  
24 the meters?

25 MR. REHMAN: No. Right now I am in

1 litigation. I have attorney. I own my store. I  
2 don't know when and how long, how long these meters  
3 been there. But I -- I'm responsible for only one  
4 meter which belongs to me. The rest of the six  
5 meters are -- belong to different owners, separate  
6 owners.

7 This is a separate matter. You  
8 know, right now the water company is not a defendant.  
9 I never charged the water company right now. Right  
10 now I'm here to send somebody to fix this leak.

11 MR. WARD: Now, if the leak that you  
12 have identified is on the lateral before the meters,  
13 then we will put in a work order to fix that leak.

14 MR. REHMAN: Okay, okay.

15 MR. WARD: The other issue that,  
16 again, Mr. Moyle identified with that, when this  
17 property was sold, the new owners did not apparently  
18 recognize that there was successive meters underneath  
19 for other properties. And that separation would have  
20 or should have occurred on the closing of the  
21 separate building being purchased.

22 So we're not responsible for  
23 anything after the meters because what was done  
24 before was done before by a private organization. So  
25 if you want to cut them out, you would have to have

1 an agreement with them that they get their own meter  
2 and pay for a separate connection coming to them.

3 MR. REHMAN: I understand that.  
4 This is a separate matter that is being in the court.

5 MR. WARD: Okay.

6 MR. REHMAN: I address separately.  
7 Right now my concern is the main line is rotten.  
8 It's very old.

9 MR. WARD: Mh-hmm.

10 MR. REHMAN: So we need to fix that  
11 leak so we don't have this leak every, every second  
12 month. So this is responsibility of the water  
13 company.

14 MR. WARD: Okay, we can do that.  
15 So, again, I'd like to have your address again and  
16 your name and your phone number.

17 MR. REHMAN: 1537 Boardwalk.

18 MR. WARD: Mh-hmm. And your cell  
19 phone, sir?

20 MR. REHMAN: This is all my address.  
21 I have my phone number and everything.

22 MR. WARD: Okay, mh-hmm. Okay. So  
23 this is the first that I'm learning about the leak  
24 prior to the meter. But I do understand that you are  
25 going through in the courts in terms of the

1 separate --

2 MR. REHMAN: Right, that is  
3 separate. Right now you can see, this is, this is a  
4 bad leak. This is destroying all this property.

5 MR. HILL: Yeah.

6 MR. REHMAN: So all this, this water  
7 leak is from here and this is main coming from under  
8 the boardwalk. So at least you can address this one  
9 so it doesn't damage my property.

10 MR. WARD: That's right, okay.

11 MR. REHMAN: Thank you.

12 MR. WARD: You're welcome.

13 MR. REHMAN: I appreciate your time.

14 MR. WARD: Thank you.

15 MR. McGETTIGAN: Can he leave the  
16 photo?

17 MR. CLAUDE SMITH: Yeah, can you  
18 leave the photos?

19 MR. McGETTIGAN: Or make a copy of  
20 the photo?

21 MR. CLAUDE SMITH: No, he didn't  
22 leave the photos.

23 MR. REHMAN: Oh, all of them, okay.  
24 You want all of them?

25 MR. CLAUDE SMITH: Yeah, we'll take



1 them if you don't mind.

2 CHAIRMAN SMITH: Bruce, if that's  
3 our pipes out there, let's get that done as soon as  
4 possible.

5 MS. WILLIAMS: We have Amirco, 9b,  
6 9b(7) just showed up.

7 MR. WARD: Okay. What is that,  
8 9b(7) --

9 MR. HILL: 9b(7) is here.

10 MS. BAILEY: 9b(7) we're looking at?

11 MR. BOR: Yes.

12 MR. WARD: We're returning to 9b(7).

13 And this is the Amirco Group.

14 Sir, your name?

15 MR. ANTHONY WILLIAMS: Yes, Anthony  
16 Williams.

17 MR. SARJAN: Amirco Group? I'm  
18 Amirco Group.

19 MR. WARD: You're Amirco Group?

20 And --

21 MR. ANTHONY WILLIAMS: Yeah, Anthony  
22 Williams.

23 MR. WARD: And, Anthony, you are  
24 the...

25 MR. ANTHONY WILLIAMS: The owner of

1 the property that I'm here to speak on.

2 MR. WARD: Are you the Amirco Group?

3 MR. ANTHONY WILLIAMS: No, no.

4 MR. WARD: Well, have a seat,

5 Anthony. We'll get to you.

6 MR. SARJAN: I'm Amirco Group.

7 MR. WARD: You're Amirco Group. And

8 your name, sir?

9 MR. SARJAN: Sarjan.

10 MR. WARD: Sarjan. And your request

11 is for \$1,252.30. Was there a leak at the property?

12 MR. SARJAN: Yes, sir.

13 MR. WARD: And I think it was

14 repaired by a plumber?

15 MR. SARJAN: Yes. And I did supply

16 receipts and documents for this.

17 MR. WARD: Okay. Is this your first

18 abatement, sir?

19 MR. SARJAN: Yes.

20 MR. WARD: Any questions, Board

21 members?

22 MR. HILL: I'll move it.

23 MR. McGETTIGAN: Second.

24 MR. BOR: Mr. Lea?

25 MR. LEA: Yes.

1 MR. BOR: Colanzi?  
2 MR. COLANZI: Yes.  
3 MR. BOR: McGettigan?  
4 MR. McGETTIGAN: Yes.  
5 MR. BOR: Hill?  
6 MR. HILL: Yes.  
7 MR. BOR: Smith?  
8 CHAIRMAN SMITH: Yes.  
9 MR. BOR: It carries.  
10 MR. WARD: It's approved and the  
11 customer service department will straight out the  
12 bill.  
13 THE REPORTER: Can you spell your  
14 name, please?  
15 MR. SARJAN: Sarjan, S-A-R-J-A-N.  
16 MR. WARD: Anthony Williams.  
17 MR. ANTHONY WILLIAMS: Yeah.  
18 MR. SARJAN: Thank you.  
19 MR. WARD: Good morning, sir.  
20 MR. ANTHONY WILLIAMS: Good morning  
21 to everyone.  
22 MR. WARD: Which property at we --  
23 MR. ANTHONY WILLIAMS: 815 Fisher  
24 Avenue -- no, we're looking at 645 Green Street.  
25 Here's the paper, here's the paper.

1           The reason I'm here, in October of  
2 last year I have a tenant -- I have a contract with a  
3 tenant. She's a Section 8 tenant. And she was  
4 responsible for the water. I'm responsible for the  
5 sewer. And I systematically follow up with the  
6 tenants to make sure that the water bill is paid so,  
7 you know, it don't get out of hand.

8           Well, this one was like \$150. And  
9 I'm saying that's, that's the one that was only \$21 a  
10 quarter. She only pays \$9 a month rent. I'm saying,  
11 look, this is out of hand. And your lease, you're in  
12 violation of your lease. You need to pay this.

13           So I called here and told them,  
14 Look, she's overpaid, she's -- I mean, she hasn't  
15 paid. What are you going to do about it?

16           And the lady says, Well, you want me  
17 to cut her off?

18           I says, Well, I can't tell you to  
19 cut her off. If I tell you that, then I'm violating  
20 this woman's rights. You have to do your job. And  
21 if your job consists of when you owe and a person  
22 don't pay in a certain amount of time.

23           So they called her, she brought in  
24 \$40. I had called two weeks ago. The bill is five  
25 hundred and some dollars. She hasn't brought in a

1 penny since. I had to remove her from the property  
2 because of this. Okay? And I'm saying why didn't  
3 someone do their job and take this lady -- cut this  
4 woman's water off. Why did they allow her to run a  
5 bill that long, and if I hadn't called, they  
6 wouldn't -- she would have still been running, using  
7 your services free of charge.

8                   And it falls back on me inevitably  
9 because I'm the property owner. And I don't think  
10 it's fair to me that I should have to pay that bill  
11 on that, you know, because no one ever did their due  
12 diligence and said, Well, look, you owe, you owe too  
13 much money. You were supposed to bring money in in  
14 October of last year, which you didn't do. She  
15 should have been cut off then.

16                   MR. WARD: Mr. Williams --

17                   MR. ANTHONY WILLIAMS: Yes.

18                   MR. WARD: -- we have a shutoff list  
19 in our Board minutes which I will share with you  
20 briefly to show you of our population of customers --

21                   MR. ANTHONY WILLIAMS: Oh, I know  
22 you got a lot; I know you got a lot of people.

23                   MR. WARD: In our population of  
24 customers we have one individual who goes out, picks  
25 up our mail, and he is responsible for going through

1 this list. As you can see it's single space --

2 MR. ANTHONY WILLIAMS: I see what  
3 you're saying.

4 MR. WARD: -- single space, single  
5 space --

6 MR. ANTHONY WILLIAMS: Right, right.  
7 She wasn't on it, she wasn't on it.

8 MS. BAILEY: Mr. Ward, for  
9 clarification -- because I'm, I'm a landlord, too.  
10 The bill comes to the owner of the property, not to  
11 the renter.

12 MR. ANTHONY WILLIAMS: The bill goes  
13 to her. It goes directly to her.

14 MS. BAILEY: In her name?

15 MR. ANTHONY WILLIAMS: Yeah, in her  
16 name.

17 MS. BAILEY: Her name?

18 MR. ANTHONY WILLIAMS: Yeah.

19 MS. BAILEY: Okay, that's for  
20 clarification.

21 MS. THAPA: That has to be requested  
22 by the owner.

23 MR. ANTHONY WILLIAMS: I requested  
24 it, but I do periodically check to make sure they're  
25 doing their due diligence like they're supposed to.

1 And this tenant was not in October of last year, and  
2 I brought it to y'all's attention.

3 MS. BAILEY: Yeah.

4 MR. ANTHONY WILLIAMS: And they  
5 said -- since they said to me, What do you want me to  
6 do, cut it off?

7 I said, I can't tell you that; I  
8 can't say that. And if I do that, they're going to  
9 violate my rights. I'm violating her rights. But as  
10 a -- as y'all as a business people, if somebody's not  
11 paying their bill, you shut them all.

12 MS. THAPA: We do not shut it from  
13 October --

14 MR. ANTHONY WILLIAMS: You shut them  
15 off --

16 MS. THAPA: -- in wintertime.

17 MR. ANTHONY WILLIAMS: I know this  
18 was October.

19 MS. THAPA: Yeah, that's what I'm  
20 saying. After October something we don't shut off.

21 MR. ANTHONY WILLIAMS: Right, but  
22 this was before the cutoff date. It was before the  
23 cutoff date. So this is when I -- she was supposed  
24 to bring you money back in. She came in and brought  
25 you some money, and she's never brought no money back

1 in till the next year. And she never brought no  
2 money in then until I called and I saw the bill was  
3 so high. And I told her if you don't take and remove  
4 yourself from the premises, I'm going to go to your  
5 Section 8 lady and tell them and they're going to  
6 violate you. So she moved out because she was wrong.

7 But I'm never late -- the bill is  
8 like five hundred and eighty some dollars, and I'm  
9 looking for some kind of help with that because it's  
10 not -- I mean, it's not that I couldn't pay the bill,  
11 but I just don't think it's fair to drop all of it in  
12 my lap. That's all I'm saying; that's all I'm  
13 saying. I ain't, I ain't saying no more than that.

14 MR. WARD: Well, the guidelines that  
15 this authority, public authority, has to follow is  
16 that every quarter of water use -- bear in mind  
17 either the minimum charge or the excess charge must  
18 be paid, and the owner is responsible, the owner of  
19 the property is responsible.

20 MR. ANTHONY WILLIAMS: Right, that  
21 is correct.

22 MR. WARD: So a part of this,  
23 Mr. Williams, is you have a tenant, and I'm assuming  
24 that -- I'm assuming that it's your role as a  
25 responsible landlord to oversee your tenant's conduct



1 and behavior in terms of putting the trash out,  
2 paying what bills that are set forth in the terms of  
3 your lease.

4 MR. ANTHONY WILLIAMS: Mh-hmm.

5 MR. WARD: So I hear what you're  
6 saying, but I think that you're, you're kind of  
7 pushing it back on the Authority in terms of this one  
8 account in terms of all the accounts that we are  
9 watching. And yours is certainly not in excess of  
10 some of the ones that we have that we haven't shut  
11 off.

12 We got some at -- you know, we have  
13 Marina Energy, \$14,907, and if we cut them off --

14 MR. ANTHONY WILLIAMS: All I'm -- I,  
15 I understand what you're saying.

16 MR. WARD: -- we're cutting off  
17 Ocean One Casino.

18 MR. ANTHONY WILLIAMS: Okay, I  
19 understand what you're saying, but I'm just here to  
20 see if I can get some kind of assistance with the  
21 bill where we can reduce this bill. I'm not saying  
22 to wipe the bill out entirely. I'm just saying work  
23 with me because, I mean, had someone cut this woman  
24 off, we wouldn't, we wouldn't be here.

25 If you follow my record, I never

1 owed you a dime. All my bills are paid with you. I  
2 don't owe you nothing.

3 MR. WARD: Well, my suggestion is,  
4 it's the Board's purview, that you would put in  
5 writing a history of the account to the attention of  
6 the Board, mail it to me, and then the Board can put  
7 it up as an agenda item and we'll work around what we  
8 can and cannot do.

9 MR. ANTHONY WILLIAMS: Okay.  
10 Because, see, I want the water turned back on because  
11 I got a new tenant coming in here at the beginning of  
12 the month. So, I mean, so I don't want to have  
13 something, an outstanding bill out there. So I would  
14 like to know where I'm at and where I stand so I  
15 could get this, you know, resolved and move on.

16 I'm not trying to, I'm not trying to  
17 take nothing from nobody. All I'm trying to do is  
18 just get a fair reading, that's all. If I can't, so  
19 be it, but it is what it is.

20 MR. WARD: I would also give you a  
21 little advice off the record that you might want to  
22 take a look at the terms of your lease so that you  
23 are certain that the bills of your property that you  
24 own are taken care of.

25 MR. ANTHONY WILLIAMS: Well, most of

1 my tenants do. I, I follow most of them.  
2 Periodically I do check. That's how I found out  
3 about this one because she hadn't paid in October of  
4 last year. And that's what brought it to my  
5 attention. And I brought it directly to y'all's  
6 attention.

7 MR. WARD: Again, any comments from  
8 the Board on this?

9 CHAIRMAN SMITH: I sympathize with  
10 Mr. Williams, but it's not our responsibility, I  
11 don't think, to collect your bill. It's your  
12 responsibility to make sure it's paid by the tenant.

13 MR. HILL: Is there a penalty on  
14 that bill?

15 MR. WARD: I don't see his bill.  
16 I'm just seeing -- this is the activity record.

17 MS. THAPA: Let me see.

18 CHAIRMAN SMITH: Well, I would like  
19 to try to help him as much as we possibly can  
20 because --

21 MR. WARD: It looks like the last  
22 payment was in October of '17.

23 CHAIRMAN SMITH: Yeah, I've never  
24 seen a situation like this.

25 MR. WARD: The last payment was

1 October of '17. So if that's the case, I don't know  
2 how you're saying you're watching your bill. The  
3 last payment was October '17. This is 2018, July.  
4 It's quite a few months that somebody has not been  
5 watching.

6 MS. THAPA: Yeah, it looks like the  
7 amount due was for a recent bill, May, May 4th bill.  
8 So it's not from back, back in '17. It looks like  
9 you got billed for 393, which is recent, this May  
10 bill.

11 MR. ANTHONY WILLIAMS: This bill has  
12 been running, this bill has been running since last  
13 year.

14 MS. THAPA: Yes, it is running,  
15 but -- and the reason we didn't cut it, cut them off  
16 is because probably under 100. Like if you see, it  
17 looks like the balance is \$58 as of March. Like even  
18 in October you were saying, it's only \$50, and we  
19 don't cut them off, you know, if it's under a  
20 hundred.

21 And the reason why you got 568 bill  
22 is for May bill. So I don't know who, whoever uses,  
23 they have excess usage, a lot of excess usage because  
24 your regular bill is \$51. So somebody must have used  
25 the water.

1                   If you see, the 393 is the May bill.

2                   MR. ANTHONY WILLIAMS: The one bill  
3 alone, one bill?

4                   MS. THAPA: Yes. So you may have a  
5 leak or something may have happened.

6                   MR. ANTHONY WILLIAMS: Okay. I'll  
7 look to see if there's a leak there. But everything  
8 is -- there's no leak there now because I'm there and  
9 I've just finished renovating the house.

10                  CHAIRMAN SMITH: Listen, let's table  
11 this and discuss this, Bruce, with the next Board  
12 meeting because I think he's trying to get a tenant  
13 by the first of the month. Is this correct?

14                  MR. ANTHONY WILLIAMS: That's  
15 correct.

16                  MS. THAPA: Yeah, and then we --

17                  CHAIRMAN SMITH: See what we can  
18 do -- excuse me. See if we could get a situation  
19 made where we could help him. If we can legally,  
20 let's do that, and just do what we have to do  
21 legally.

22                  MR. WARD: Do we want to say  
23 something about what kind of payment must be made to  
24 have his water turned on?

25                  CHAIRMAN SMITH: I would suggest for

1 him to pay half of the bill, so his water is turned  
2 back on.

3 MR. HILL: Yeah, right.

4 MR. ANTHONY WILLIAMS: I'll do that  
5 right now. I'll go out there and do that right now.

6 MR. HILL: Let's do that and deal  
7 with this later.

8 CHAIRMAN SMITH: We'll try to do  
9 what we can for you.

10 MR. ANTHONY WILLIAMS: Thank you.

11 MR. WARD: And, Mr. Williams, you're  
12 going to get us something in writing on your, you  
13 know, on the remedies that you've taken and your  
14 request for any kind of...

15 CHAIRMAN SMITH: But in the future,  
16 please, make sure the bill doesn't get that high with  
17 any of your tenants. You got to keep a closer eye on  
18 that bill than what you've been doing.

19 MR. McGETTIGAN: Yeah. Is the new  
20 tenant, is the water bill going to go in the new  
21 tenant's name also?

22 MR. ANTHONY WILLIAMS: That is  
23 correct, that is correct. See, the way it goes out  
24 here, they tell me, is when I take a transfer of the  
25 water bill to the new tenant, like they're

1 responsible for it. The bill goes directly to their  
2 house. You don't send me a bill saying the tenant  
3 hasn't been paying; it's late. I don't get that.  
4 Everything goes to them.

5 MS. THAPA: But at the end, if the  
6 account is over 100, we have to send a lien, we have  
7 to lien the property, and it goes to the city. So  
8 all the owners should get --

9 MR. ANTHONY WILLIAMS: I've never  
10 got that.

11 MS. THAPA: -- the lien notices.

12 MR. ANTHONY WILLIAMS: I've never  
13 gotten that.

14 MS. THAPA: Well, it looks like,  
15 looking at the balance, you shouldn't have got it  
16 because the balance was under \$100.

17 MR. ANTHONY WILLIAMS: It's over  
18 500.

19 MS. THAPA: But that's, that's this  
20 year, not last year.

21 MR. COLANZI: May I ask him  
22 something?

23 MR. WARD: Sure.

24 MR. COLANZI: The leases you have  
25 with these tenants, is that agreement that they have

1 to pay it in that lease?

2 MR. ANTHONY WILLIAMS: Yes, it is.

3 MR. COLANZI: It is in the lease?

4 MR. HILL: Yes, it is.

5 MR. COLANZI: I'd bring that with  
6 you.

7 MR. ANTHONY WILLIAMS: Okay.

8 Because this is why I was able to have this young  
9 lady removed because Section 8, if I took this to  
10 Section 8 and it showed that she didn't pay her water  
11 bill, and it was this substantial, they would have  
12 reviewed this and taken her off Section 8. She  
13 didn't want to lose her Section 8 so she immediately  
14 moved out. Okay? So, yes, it is in the lease, in my  
15 lease.

16 MR. COLANZI: I think, I think you  
17 should submit your lease if you're requesting --

18 MR. ANTHONY WILLIAMS: I'll bring  
19 you a copy of it, it's not a problem.

20 All right. Thank you, ladies and  
21 gentlemen very kindly.

22 MS. BAILEY: You're welcome. Have a  
23 good day.

24 MR. WARD: Thank you.

25 MR. ANTHONY WILLIAMS: And I'm going



1 to go take care of that right now.

2 MR. WARD: Okay.

3 MS. BAILEY: Now we're back --

4 MR. WARD: Going on with the  
5 adjustment to our agenda, we'll go to 9a.

6 MR. HILL: Mr. Ward, excuse me. Can  
7 we take care of these gentlemen?

8 That was just that --

9 MR. WARD: Oh, I'm sorry.

10 MR. HILL: That's okay, no problem.

11 MS. WILLIAMS: 38 South Windsor  
12 Avenue.

13 MR. HILL: Right. This is the  
14 name -- the owner change.

15 MS. WILLIAMS: Yeah, so we got it on  
16 the resolution.

17 MR. WARD: Okay. What's the number  
18 of the resolution?

19 MS. WILLIAMS: 9b(4).

20 MR. WARD: 9b(4)?

21 MS. WILLIAMS: Mh-hmm.

22 MR. WARD: Gentlemen, there was a  
23 leak at 38 South Windsor?

24 MR. MUSTAFA: Yes.

25 MR. WARD: And that leak was

1 repaired?

2 MR. MUSTAFA: Yes, it was.

3 MR. WARD: And the first abatement?

4 MR. MUSTAFA: Yes.

5 MR. WARD: Questions from the Board?

6 MR. HILL: Move it.

7 MR. McGETTIGAN: Second.

8 MR. BOR: Mr. Lea?

9 MR. LEA: Yes.

10 MR. BOR: Colanzi?

11 MR. COLANZI: Yes.

12 MR. BOR: McGettigan?

13 MR. McGETTIGAN: Yes.

14 MR. BOR: Hill?

15 MR. HILL: Yes.

16 MR. BOR: Smith?

17 CHAIRMAN SMITH: Yes.

18 MR. WARD: Okay. The abatement's is

19 approved. Customer service will adjust your bill

20 accordingly.

21 MR. MUSTAFA: May I ask how much is  
22 the abatement for?

23 MR. WARD: I had your paperwork, but  
24 you guys came in late --

25 MS. WILLIAMS: \$1000 --

1 MR. HILL: 549 --

2 MR. WARD: \$1,549 --

3 MR. HILL: -- 96.

4 MR. MUSTAFA: Our bill is much  
5 higher. How does it works?

6 MS. BAILEY: It's half of the bill.  
7 It's half of the bill.

8 MS. WILLIAMS: Twenty-four hundred.

9 CHAIRMAN SMITH: Well, it was 2400,  
10 it's got to be more than that now. You said half.

11 MR. MUSTAFA: We made a payment --

12 MR. BOR: So that's what lowered it  
13 to 2400, they made a payment.

14 MS. THAPA: Usually abatement is  
15 half. And one of the accounts, I did see even after,  
16 I guess, you fixed the plumbing or something -- I'm  
17 not sure whether this account -- but there was maybe  
18 a leak going on, excess uses going on.

19 MR. MUSTAFA: Currently?

20 MS. THAPA: Yeah, but I can't say if  
21 it's you or someone else.

22 MR. MUSTAFA: Oh, okay.

23 MS. THAPA: But usually our  
24 abatement is half.

25 MR. MUSTAFA: Oh, okay.

1                   MR. WARD: Are you satisfied,  
2 gentlemen? Is that it?

3                   MR. MUSTAFA: Yes.

4                   THE REPORTER: Can I have your name,  
5 please?

6                   MR. MUSTAFA: Abu Mustafa, A-B-U,  
7 last name Mustafa, M-U-S-T-A-F-A.

8                   MR. WARD: Okay. This is resolution  
9 9a(1). Ms. Zappia approached the Board and brought  
10 in a letter which described her experience with her  
11 home. Her home is subject to being lifted following  
12 Superstorm Sandy.

13                   Our regulations state in cases where  
14 service to a location has been temporarily abandoned,  
15 all of the following conditions exist: The property  
16 owner shall have the option of paying either the  
17 connection fee or the total minimum charges that  
18 would have accrued had the meter not been removed.

19                   The case for Ms. Zappia, as the  
20 Board indicated, wanted to go on a case-by-case  
21 basis. I basically, I basically prepared a  
22 resolution which allows for the suspension of charges  
23 to her account for the period where she was  
24 disconnected subject to house lifting.

25                   I went further to examine what the

1 relationship with house lifting is with the State  
2 with New Jersey and, in fact, the Department of  
3 Consumer Affairs -- Community Affairs, I'm sorry,  
4 talking about Community Affairs, has a separate  
5 section on Sandy recovery. And this is where certain  
6 grants are available to homeowners in flood-prone  
7 areas to have their homes lifted.

8           Again, my resolution is, I think,  
9 recognizing that this is the unique condition of our  
10 island, and our rules and regulations did not address  
11 this kind of condition. And it's my, it's my  
12 recommendation that her billing for the time that her  
13 service was disrupted as a result of house lifting  
14 should be suspended.

15           MS. BAILEY: Question.

16           MR. WARD: Yes.

17           MS. BAILEY: So in the past,  
18 Mr. Ward, if I'm understanding, because so many  
19 houses have been lifted, some people's are up, I  
20 don't know, for like years before they were able to  
21 complete it. During that time our policy is that the  
22 bill rolls on?

23           MR. WARD: Yes, it does.

24           MS. BAILEY: Or are we talking  
25 about -- and there's a reconnection fee when the

1 house is ready to be used?

2 MR. WARD: Either/or. You can  
3 either pay the reconnection fee or the --

4 MS. BAILEY: The \$50 --

5 MR. WARD: -- months that were out,  
6 yeah. And it -- you know, the distinction is that I  
7 think we continue with our policy for individuals  
8 that are making cosmetic repairs to their homes.

9 MS. BAILEY: Oh, cosmetic, yes.

10 MR. WARD: But for flood  
11 displacement, flood prevention displacement, which,  
12 again, is supported by the State of New Jersey both  
13 in grant funding and in budget, I think we have an  
14 obligation to take a second look.

15 MS. BAILEY: Oh, no, I totally  
16 agree, I mean.

17 MR. WARD: That's all I'm saying.

18 MS. BAILEY: Is this the first time  
19 we received a request?

20 MR. WARD: Yes.

21 MS. BAILEY: Because, I mean, a lot  
22 of people are experiencing this situation.

23 CHAIRMAN SMITH: What kind of money  
24 are we talking about here?

25 MS. THAPA: Four hundred

1 ninety-eight.

2 CHAIRMAN SMITH: Excuse me?

3 MS. THAPA: Four hundred

4 ninety-eight.

5 CHAIRMAN SMITH: Four hundred

6 ninety-eight dollars?

7 MS. THAPA: Yeah, but our other

8 customers, they do pay a lot more than that --

9 MS. BAILEY: I agree.

10 MS. THAPA: -- per our rules and

11 regulations.

12 MS. BAILEY: So I'm just trying to

13 get my head around it for future purposes. If you

14 said a case-by-case basis -- and I don't want us to

15 set a precedent because that won't be fair to

16 everybody.

17 MS. THAPA: Yeah, there's a lot of

18 customers, other customers who complain a lot about

19 that. They have to pay more than this -- a lot more

20 money than that.

21 MS. BAILEY: So when you say

22 case-by-case going forward, I just want to make sure

23 again that we don't set a precedent and don't stick

24 to it.

25 MR. McGETTIGAN: Well, there's

1 supposed to be no precedent by a case-by-case review.

2 MS. BAILEY: Right, and I agree with  
3 that. So the next person comes along, we just got to  
4 make sure that we...

5 CHAIRMAN SMITH: So what are you  
6 suggesting now?

7 MR. BOR: So I guess what we're  
8 suggesting is that because of the nature of the super  
9 storm and the fact that New Jersey, the state, is  
10 understanding of that situation, that that creates a  
11 unique situation that shouldn't ordinarily repeat  
12 itself; and, also, to distinguish between cosmetic  
13 lifting of housing as opposed to one that clearly is  
14 the result of storm damage.

15 MS. BAILEY: Right. I wanted to  
16 congratulate Ms. Zappia for bringing it to our  
17 attention because going back to what she said, a lot  
18 of customers have paid a lot of money in the past.  
19 So it's good to know that going in the future that  
20 we're going to do something, as you said, on a  
21 case-by-case basis.

22 MR. McGETTIGAN: Well, is this a  
23 suspension or an abatement?

24 MR. BOR: It's not really an  
25 abatement. It's a suspension.



1 MR. McGETTIGAN: Is it a suspension?

2 MR. BOR: Suspension of prior  
3 billing --

4 MS. BAILEY: Right.

5 MR. BOR: -- during the period of  
6 being disconnected as a result of the lifting.

7 CHAIRMAN SMITH: As long as we're  
8 consistent with it, I don't have a problem with it.

9 MR. HILL: I think it's the best we  
10 can -- the cleanest we can do.

11 CHAIRMAN SMITH: And you're talking  
12 about less than \$500.

13 MS. BAILEY: Yeah.

14 CHAIRMAN SMITH: So -- but all of  
15 them are not -- it's not going to be that.

16 MR. HILL: No.

17 MR. BOR: And clearly it's not an  
18 abatement, just suspension. Abatement would be a  
19 whole different definition.

20 MS. BAILEY: No, no, I agree.

21 MR. BOR: Just a suspension based on  
22 the unique circumstance of storm damage.

23 MS. BAILEY: I agree with the  
24 resolution. I just -- in my mind I'm trying to get  
25 my head around future, future. And future is we're

1 going to look at it every time somebody asks.

2 MR. BOR: Right. 'Cause clearly  
3 it's also in the interest of the city as well as its  
4 citizens that houses that were flooded out as a  
5 result of this storm --

6 MS. BAILEY: No, no --

7 MR. BOR: -- be remedied --

8 MS. BAILEY: -- I agree.

9 MR. BOR: -- and raised.

10 MS. BAILEY: I totally agree with  
11 what you're saying that I got to compliment her  
12 because she's bringing it to our attention and we're  
13 addressing it. But I also have to have in mind for  
14 those people who didn't get the opportunity because  
15 they didn't address it, that's all.

16 MS. THAPA: And they've been  
17 complaining, but, you know, and then we say "Rules  
18 are rules," and they paid it.

19 MS. BAILEY: Said what?

20 MS. THAPA: Rules, in our rules and  
21 regulations and they paid it. There were quite a few  
22 customers because they had to pay \$1,000, 2, \$3,000.  
23 Unless if we want to change our rules and regulations  
24 going forward.

25 MR. WARD: I think we have to.

1 MR. HILL: I think we're quite  
2 there.

3 MS. BAILEY: That's what I'm  
4 hearing, that's what I'm hearing, that we need to  
5 look at this.

6 MR. HILL: Right, moving forward.

7 MS. THAPA: For next year because we  
8 already --

9 MS. BAILEY: Oh, yeah.

10 MR. HILL: You can't change them  
11 now, but you can do that for the next year, yeah.

12 All right. I'll move 9a(1).

13 MR. McGETTIGAN: Second.

14 MR. BOR: Mr. Lea?

15 MR. LEA: Yes.

16 MR. BOR: Colanzi?

17 MR. COLANZI: Yes.

18 MR. BOR: McGettigan?

19 MR. McGETTIGAN: Yes.

20 MR. BOR: Hill?

21 MR. HILL: Yes.

22 MR. BOR: Smith?

23 CHAIRMAN SMITH: Yes.

24 Is she satisfied?

25 MS. ZAPPPIA: Yes, yes. Thank you

1 very much.

2 MS. BAILEY: Good job.

3 MS. WARD: Your bills will be  
4 adjusted per this resolution, and thank you for  
5 bringing this to your attention.

6 MS. ZAPPIA: I appreciate your  
7 cooperation and I just have to say for the folks that  
8 did not complain, you know, they just went to the  
9 point of saying, Well, gee, you know, that's a lot, I  
10 don't want to pay it, and how their bills are so much  
11 higher, some people lifted their homes, and in many  
12 cases, such as my own, the State gave us \$150,000,  
13 and along with that they acknowledged that I had  
14 what's called an unmet need, meaning I was short  
15 \$135,000 to complete the project.

16 And that's why this is so late. You  
17 know, I received the money in January of 2015 and the  
18 money sat there because I really couldn't figure out  
19 how I was going to finish this project if I had  
20 started it.

21 What has happened with a lot of  
22 these people that have 1,000 and \$1500 and \$2,000  
23 bills is that they've lifted their house and now  
24 they're out of money.

25 MR. HILL: They're out of money,

1    yeah.

2                   MS. ZAPPIA:   And they're frozen.  
3   And so -- I'm approaching that, I'm approaching that,  
4   but I am -- you know, I'm, I'm working on it as I go  
5   along.  And now that I've had the water reconnected,  
6   there is no one living in the home, but in order to  
7   complete the construction we had to have running  
8   water.

9                   So I appreciate your understanding,  
10   and thank you.  Have a great day.

11                  CHAIRMAN SMITH:  That put me back to  
12   the gentleman that was here previously --

13                  MR. WARD:    Yes.

14                  CHAIRMAN SMITH:  -- we got to do  
15   something to help him.

16                  MS. BAILEY:  You're talking about  
17   the guy with the pictures?

18                  MS. WILLIAMS:  Anthony --

19                  CHAIRMAN SMITH:  Yeah -- no, no.

20                  MS. BAILEY:  No?  Who --

21                  MS. WILLIAMS:  Anthony Williams.

22                  CHAIRMAN SMITH:  Anthony,

23   Mr. Williams.

24                  MS. BAILEY:  The pictures; right?

25                  CHAIRMAN SMITH:  No.

1 MS. BAILEY: Oh, the one with the  
2 tenant?

3 CHAIRMAN SMITH: Yeah.

4 MS. BAILEY: With the tenant.

5 CHAIRMAN SMITH: Yeah, we got to try  
6 to help that guy.

7 MS. THAPA: I do have a question  
8 though going forward.

9 CHAIRMAN SMITH: He was legitimately  
10 concerned and he evidently pays his bills. So if we  
11 can help that guy some kind of way, we got to do it.

12 MR. McGETTIGAN: Yeah, but there's  
13 strange leases.

14 MS. BAILEY: I don't think I would  
15 be leaving it with my tenant.

16 MR. McGETTIGAN: The responsibility  
17 is to the tenant but yet you're responsible.

18 CHAIRMAN SMITH: Yeah.

19 MR. McGETTIGAN: I don't know how  
20 that works. That lease sounds so strange.

21 MR. HILL: I got caught.

22 MS. BAILEY: I didn't know you could  
23 do that.

24 MR. WEBER: It runs with the  
25 property owner. You know.

1 MR. HILL: I know. I got caught.

2 MR. McGETTIGAN: I'm surprised that  
3 Section 8 would allow that.

4 MR. HILL: I'm surprised, yes.

5 MS. BAILEY: I was going to say the  
6 same thing.

7 MR. HILL: I'm very surprised.

8 MS. BAILEY: Especially if they're  
9 paying the bulk of the bill and she was only paying a  
10 couple of dollars.

11 CHAIRMAN SMITH: Her rent was only  
12 eight or nine dollars.

13 MS. BAILEY: Yeah. I'm sorry, what  
14 were you saying?

15 MS. THAPA: I do have a question for  
16 those -- for the similar situation with the  
17 connection and for the minimum charge or connection  
18 fee charge.

19 So going forward should we, should  
20 we represent to you how much we charge them and then  
21 you guys decide how you're going to proceed because  
22 it's not fair to other customers which already paid,  
23 you know.

24 MS. BAILEY: This is going to come  
25 up again.

1 MR. HILL: Right.

2 MS. BAILEY: Ms. Zappia and I are  
3 board members together.

4 MS. THAPA: Because this is going to  
5 open the door for sure, you know.

6 MS. BAILEY: That's for the board,  
7 the board of education, she's on the board of  
8 education with me, and I know Ms. Zappia very well.  
9 And she approached me about the bill, and I said,  
10 Ms. Zappia, all I can say is come to the board and  
11 make your presentation. You know, let them know your  
12 situation. I said other -- just what you said, I  
13 said it to her -- and I have a very close  
14 relationship. I said other people have had the same  
15 situation.

16 And she said, Maybe they haven't  
17 pressed the issue. She said, Because this is not  
18 fair. My money is coming from the state. And she  
19 did, she came and she made the presentation and we're  
20 where we are today.

21 But I know that that's not going to  
22 be a quiet situation. Other people --

23 MR. HILL: Oh, I know that.

24 MS. BAILEY: -- other people are  
25 going to know. Because she ran for council; she's



1 very well known in her community. So I just want to  
2 let you know that this don't just stop today.

3 CHAIRMAN SMITH: That's a red  
4 herring --

5 MR. HILL: I know that.

6 MS. THAPA: And it's not good for  
7 the company because we're losing money, too.

8 MS. BAILEY: Right. I just wanted  
9 to say that she ran for council, she's very well  
10 liked and known and this is not a silent issue. So  
11 just look forward to --

12 MS. THAPA: And then, you know, we  
13 do have people that make a lot of noise. Because  
14 there's a customer who paid 4,000, similar situation,  
15 and they've been complaining. And we said we had to  
16 follow our rules and regulations because that's what  
17 it is.

18 MR. McGETTIGAN: Well, possibly we  
19 could set a ceiling --

20 MS. BAILEY: Yeah.

21 MR. McGETTIGAN: -- on how much  
22 we'll award them as help. I mean, that's what the  
23 state does. She's been given 150 out of 300.

24 MR. BOR: The other problem with the  
25 suspension is there's a certain time frame where the,

1 the elevation is complete, but, yet, the property is  
2 not finished. You know, sometimes the homeowner runs  
3 out of money and sometimes an unethical contractor  
4 doesn't show up to complete the job.

5 MS. BAILEY: And most times it's  
6 that.

7 MR. BOR: It happens a lot. So if  
8 you're going to give a suspension, is the suspension  
9 only until the state finishes, then you got to pay.  
10 We, we shouldn't have to bear responsibility for a  
11 bad contractor.

12 MR. McGETTIGAN: Right.

13 MR. BOR: It should only be during  
14 the time frame that the elevation was completed.

15 MR. McGETTIGAN: Yes.

16 MR. BOR: And afterwards if the  
17 contractor walks off the job or something or if you  
18 just don't want to use the money to fix your own  
19 home, that shouldn't inure to our detriment.

20 MR. McGETTIGAN: Yeah. If the state  
21 only supports partial, then maybe we can support  
22 partial or up to.

23 MR. BOR: See, so some of the bills  
24 that other customers may be complaining about are  
25 people where the elevation was over a long time ago

1 but still they haven't completed their house.

2 MS. THAPA: Most of them is like  
3 that. Most people who complain are like that.

4 MR. BOR: So the easy cutoff is, as  
5 a policy you might want to consider, we will only  
6 consider suspensions until -- to be com -- that are  
7 completed. Then once the elevation is complete, you  
8 can't get a suspension going forward after that.  
9 Because you're saying most of the customers, the  
10 elevation is over and they just haven't completed the  
11 job.

12 MR. CLAUDE SMITH: Yup. Because  
13 once the elevation is over doesn't mean that the  
14 contract is actually completed or the work is  
15 actually completed.

16 MR. McGETTIGAN: Oh, absolutely.

17 MR. CLAUDE SMITH: Because of the  
18 fact that in order for them to get back into that  
19 home they need a CO. And in order to get that CO,  
20 they need to have that water on in order to get back  
21 into that property. They can actually lift that  
22 property and still have a substantial amount of work  
23 that needs to be done interior and also exterior  
24 before they actually even reconnect that, that  
25 waterline or any of the utilities.

1                   MR. McGETTIGAN: It makes sense that  
2 when the elevation is complete, the water can be  
3 connected.

4                   MR. BOR: Yeah.

5                   MR. McGETTIGAN: So, therefore,  
6 perhaps our --

7                   MS. BAILEY: Our cutoff is once it's  
8 complete?

9                   MR. McGETTIGAN: Yes, because -- I  
10 don't know what you're talking about how it could be  
11 postponed, the water again, but the elevation is  
12 done, back to a situation where they have water,  
13 maybe our --

14                   MR. BOR: Because they're not going  
15 to be using it. They're not living there. The  
16 elevation is complete, but it's not finished. It'll  
17 allow the water just to finish it. We're doing --

18                   MR. McGETTIGAN: You need water to  
19 finish, so the connection should be available then.

20                   MR. CLAUDE SMITH: Well, the thing  
21 is that either you're going to request that they  
22 actually make the reconnection once the actual -- the  
23 home is actually relifted -- I mean, lifted, and  
24 you're still going to be -- they're still going to be  
25 paying that \$50 or whatever that quarterly fee is

1 going to be.

2 MR. McGETTIGAN: Yes, while they're  
3 waiting for the contractor.

4 MR. CLAUDE SMITH: Well, the thing  
5 is --

6 MR. McGETTIGAN: But it becomes a  
7 legal issue, like contractor versus homeowner.

8 MR. CLAUDE SMITH: Yeah.

9 MR. McGETTIGAN: I mean, sadly. I  
10 don't know.

11 MS. THAPA: But how about the reset  
12 fee? On that charge, like 498, like 115 is probably  
13 for the reset fee which we charge to every customer  
14 whenever they, you know, once they request it to turn  
15 off -- or to take out the meter and we go back  
16 because it's our labor, too.

17 So we -- I mean, I think we  
18 shouldn't avoid that fee or at least charge them 115  
19 because it's our guy. We have to actually have a man  
20 and we go there and we put the meter. Should we  
21 should at least charge the customers that. Because  
22 this customer, including -- her quarterly minimum  
23 because it happened in '16, so it was only 200, 300.  
24 So 115 was the reset fee.

25 MR. BOR: A lot of legal issues.

1                   Was Ms. Zappia's only -- the 498,  
2 did that only represent the conclusion of the  
3 elevation. Right?

4                   MS. BAILEY: The reconnection fee  
5 also.

6                   MR. WARD: Yeah, she's been  
7 reconnected so that the continuing work can be done.  
8 So our suspension is at the point of reconnection.  
9 Now, the water is back on, she's being charged.

10                  MR. BOR: Now, if the contractor or  
11 if she doesn't finish it --

12                  MR. WARD: Well, that doesn't matter  
13 to us.

14                  MS. THAPA: Because once the account  
15 is active, they're going to get billed.

16                  MR. HILL: Right.

17                  MS. THAPA: But the only thing, like  
18 I wouldn't agree, like we should, we should at least  
19 charge them the reset fee because our guys actually  
20 are doing that.

21                  MR. McGETTIGAN: Right.

22                  MS. THAPA: I mean going forward.  
23 We already decided on her.

24                  MR. McGETTIGAN: Right. I stand  
25 firm on that.

1                   MR. BOR:   What you're suggesting,  
2 Ms. Bailey, is that the likelihood is they're going  
3 to be a number of people that are similarly situated  
4 as Sharon who have elevated but still haven't  
5 finished it?

6                   MR. McGETTIGAN:   Right.

7                   MR. BOR:   They want a suspension for  
8 that time frame during elevation without raising it.

9                   MR. McGETTIGAN:   Right.

10                  MS. BAILEY:   But I agree, I don't  
11 know if we should keep going -- keep foregoing the  
12 reconnection fee because they got to be reconnected  
13 and there's a manpower situation going to connect it.  
14 Not what we do with Ms. Zappia today, I'm just saying  
15 for the future, I just want to understand when you  
16 case by case it can get so, so, you know, so broad.  
17 So I was just looking for some guidelines, that's  
18 all.   So whatever we set in place is fine.

19                  MR. WARD:   Well, I think we can  
20 require a statement from their contractor as to the  
21 status of the lift.

22                  MS. BAILEY:   Okay.

23                  MR. WARD:   And if the contractor  
24 says that the status is that the house is lifted,  
25 then it's time to have the water turned on

1 immediately.

2 MS. BAILEY: Gotcha.

3 MR. HILL: And we charge them the  
4 reconnection. The water starts from there.

5 MS. BAILEY: Right, I like that.  
6 Okay.

7 MR. McGETTIGAN: They must sign off  
8 on their completion.

9 CHAIRMAN SMITH: Well, are we going  
10 to have to change the rules and regulations?

11 MR. WARD: We will for 2019, yes.

12 MS. BAILEY: Mh-hmm.

13 MR. McGETTIGAN: So when they  
14 request a shutoff, they should be notified that --

15 MR. WARD: That's the starting  
16 point.

17 CHAIRMAN SMITH: Exactly, exactly.

18 MR. McGETTIGAN: And after that  
19 date, you know, you will be charged.

20 MR. CLAUDE SMITH: And, you know, we  
21 can have an agreement between the Authority and the  
22 owner or the contractor. Like you said, once they  
23 actually start the request for actually removing the  
24 meter, that will be an agreement with the contractor  
25 or the owner in regards to once the house is -- like



1 you said, once the home is actually lifted and the  
2 meter is reconnected, then, of course, they start  
3 paying the bill again.

4 MR. BOR: Well, wouldn't it be --

5 MR. CLAUDE SMITH: Suspension period  
6 would only be from the time that they actually remove  
7 the meter and the home is lifted and the meter is  
8 actual reconnected.

9 MR. McGETTIGAN: Exactly, exactly.

10 MR. BOR: But by having it  
11 definitely like that, you avoid it being construed as  
12 arbitrary.

13 MS. BAILEY: Right.

14 MR. BOR: It's a set start and a set  
15 finish. So if anyone --

16 MR. HILL: And there's a set fee.

17 MR. BOR: Yes.

18 MR. HILL: It's part of our rules.

19 MR. CLAUDE SMITH: Right, right.

20 The suspension is only for that duration.

21 MR. McGETTIGAN: Right, exactly.

22 MR. CLAUDE SMITH: Once they  
23 actually get -- if that's what we're going to be  
24 doing, once the reconnection is actually done,  
25 they're still paying that, that reconnection fee as

1 well as --

2 MR. McGETTIGAN: Oh, of course.

3 MR. CLAUDE SMITH: -- the bills,  
4 quarterly bills from that point on.

5 MS. BAILEY: I gotcha, I gotcha. If  
6 even it takes you another year to get in, you're  
7 still paying, right, I gotcha.

8 MS. THAPA: Because some customers,  
9 like they don't even cut it. You know, they don't  
10 take the meter out and they just pay monthly. So  
11 there's no disconnection at all, and, you know, this  
12 gets billed. They just pay a flat fee. There's no  
13 usage, so they just get a flat fee. I guess because  
14 they know that either they have to pay extra fee. So  
15 somebody who knows the, I guess, the situation, they  
16 know that.

17 MR. HILL: If we're on agreement on  
18 those parameters, should we not do some type of an  
19 amendment now for the rules? Can we do that? So in  
20 case we get next month or the next month and the next  
21 month, if we can show them these are the standards  
22 that we adopted due to the case.

23 MS. BAILEY: Right.

24 MR. WARD: I would like to have a  
25 month. I would like to think about what you're

1 saying --

2 MS. BAILEY: How you want to word  
3 it.

4 MR. HILL: Oh, okay.

5 MR. WARD: That's all I'm saying.

6 MR. HILL: Let's bring it next  
7 month. But you can see what I'm saying, that we have  
8 something in writing for the future. Because I think  
9 the future is going to be here quicker than you  
10 think. That's what I'm saying. It's not that  
11 they're coming next February.

12 MR. WARD: I can have it on the  
13 agenda next month.

14 MR. HILL: That's perfect.

15 MR. BOR: If you do an amendment,  
16 then it becomes a matter of public record. Right?

17 MR. WARD: Yeah, amendment to our  
18 rules and regulations.

19 MR. BOR: Amend the regulations so  
20 no one who has not benefited from it can't complain  
21 because now they're on notice.

22 MR. HILL: Right. We want it on  
23 record, but take your time to get it the right way  
24 obviously.

25 MR. BOR: That way anyone in

1 Sharon's position who had to pay, they can't say that  
2 we're just favoring Sharon Zappia. We've done an  
3 amendment. You're welcome to come in with the same  
4 situation.

5 MR. HILL: Right, exactly.

6 MR. BOR: That way we avoid  
7 litigation.

8 MS. BAILEY: No, that's why I wanted  
9 to say because as a public official, she is a public  
10 official, I didn't want it to be a thing where she  
11 speaks to somebody and all of a sudden you got a line  
12 at the door. I wanted you know.

13 MR. HILL: Oh, I know.

14 CHAIRMAN SMITH: Consistency is very  
15 important with this.

16 MR. BOR: Yeah, I think an amendment  
17 and then it becomes public notice.

18 CHAIRMAN SMITH: Will a month be  
19 enough time for you, Bruce?

20 MR. WARD: I'll do it. I'll get it  
21 done. I'll get it done.

22 Is it all right with you?

23 MR. BOR: Yeah, to avoid litigation.

24 MR. HILL: I'm so sorry about that.  
25 I think we need to have it in writing sooner than

1 later is what I'm saying.

2 MR. WARD: Okay. Back to the  
3 agenda. I think I am at Executive Director's Report,  
4 Correspondence, it includes MBCA Rocks which is at  
5 the brand new Hard Rock Casino on the 31st of this  
6 month. MBCA is putting on a program if anybody wants  
7 to see.

8 I thought I brought to your  
9 attention the latest issue of Jersey Man, and on the  
10 front customer -- of course, they're talking about  
11 Atlantic City -- but I do not think it was an  
12 accident that something is right in the middle, right  
13 in the middle. I think that photographer knew  
14 exactly what he was putting in the middle -- our  
15 water tank.

16 MS. BAILEY: Yeah, it is nice.

17 MR. WARD: Right in the middle.

18 MR. WEBER: I was looking at the  
19 car.

20 MS. BAILEY: He's looking at the  
21 car.

22 MR. CLAUDE SMITH: Look up.

23 MS. BAILEY: Yeah, look up.

24 MR. WARD: I also thought, you know,  
25 sometimes we have a little show and tell. We had a

1 very, very interesting interface with the Atlantic  
2 City Aquarium last month. And as it turned out, we  
3 called in an organization called U.S. Pipeline, and  
4 they brought in a scope to go through the pipe which  
5 was apparently a problem with the amount of pressure.  
6 And it was successful in terms of uncovering a piece  
7 that was never installed over 20 years ago.

8 But I would like you to take a look  
9 at a sample of a pipe that has a epoxy lining. This  
10 is what U.S. Pipe does, which allows for a  
11 rehabilitation process on older pipes without digging  
12 up everything and putting it together.

13 So what we're going to do is we're  
14 going to continue to explore, get recommendations,  
15 get further information on the durability of this  
16 process because that could save us a lot of money.  
17 It's 50 percent less than digging up pipes and the  
18 impact of disruption of a street and all of that.

19 MR. BOR: Well, we had -- Claude  
20 probably will remember -- didn't we have some  
21 litigation on those involved with where instead of  
22 removing pipe you put a new inner liner into it? And  
23 it has a special name --

24 MR. McGETTIGAN: A sleeve.

25 MR. BOR: A sleeve. And that's

1    apparently the common way and just as effective, even  
2    more so, than cutting things.  And I think we had a  
3    situation about three years ago -- remember, where we  
4    had to do that?  Do you remember, Claude?

5                   MR. CLAUDE SMITH:  We had a  
6    sliplining project if that's what you're actually  
7    talking about.

8                   MR. WARD:  Yeah, right.

9                   MR. CLAUDE SMITH:  The slipliner was  
10   actually on our 48 inch.

11                   MR. WARD:  Right.

12                   MR. CLAUDE SMITH:  It's actually,  
13   it's actually -- that project entailed actually a  
14   sliplining HDP pipe, a high-density polypropylene  
15   pipe, I think it is, throughout the 48 all the way  
16   from one location to the next.  But it was a reduced  
17   size.  This is something completely different  
18   basically in terms of what we're doing.

19                   MS. BAILEY:  This doesn't reduce the  
20   flow?

21                   MR. CLAUDE SMITH:  Well, it's more  
22   of a coating, like he says, an epoxy coating.  The  
23   epoxy more than likely is a high strength that can  
24   actually resist most of the deterioration that's  
25   going on on the exterior of the pipe coming into the

1 interior of the pipe. It doesn't necessarily mean  
2 that you won't have any breaks it in at all.

3 MS. BAILEY: Okay.

4 MR. CLAUDE SMITH: I mean, if you  
5 have, if you have fractures, there's a possibility  
6 that it'll still probably break that epoxy lining  
7 that's in the pipe, and, of course, you start  
8 extruding, extruding water from out of the pipe  
9 basically. But it's a good, it's a good process that  
10 could be looked into because of the fact that it can  
11 save money.

12 This, this I would probably more  
13 suggest to have it done on our larger pipes, anything  
14 probably from 12 inches on up, as opposed to on our  
15 smaller diameter pipes.

16 MR. McGETTIGAN: My question would  
17 be, as part of our management to replace our  
18 pipelines, maybe we could look into the legality of  
19 using this?

20 MR. CLAUDE SMITH: As opposed to  
21 physically replacing the pipes?

22 MR. McGETTIGAN: All the pipelines.  
23 A major reduction in costs.

24 MR. WARD: I'm going to bring up the  
25 opportunity to introduce this in closed session. I'm



1 going to talk about that.

2 MR. McGETTIGAN: Because the cost of  
3 that line replacement is outrageous.

4 MR. WARD: Oh, it is, yeah.

5 MR. McGETTIGAN: And it will cost  
6 the customers.

7 MR. WARD: Mh-hmm. Okay. Attached  
8 to your package, personnel committee meeting notes,  
9 engineering committee, financial reports, and  
10 shutoffs.

11 Director's Forum.

12 Public participation we did.

13 MR. McGETTIGAN: How is the -- they  
14 look very good once they've completed them, the  
15 hydrant painting.

16 MR. WARD: Oh, good.

17 MR. McGETTIGAN: The ones that are  
18 done are beautiful.

19 MR. WARD: Good, good.

20 MR. BOR: Yeah, I saw it.

21 MR. WARD: Yeah, we're working with  
22 the CRDA to get those done in the tourism zone and  
23 then we got to come back into the neighborhoods.

24 MR. McGETTIGAN: Right. Thank you.

25 MR. WARD: So we got 9a(1).

1 MR. HILL: 8a(1).

2 MR. WARD: I'm sorry, 8a(1). This  
3 is to accept the bid of Abbonizio Contractors.

4 MR. McGETTIGAN: Move it.

5 MR. HILL: Second.

6 MR. BOR: There's a second.

7 Mr. Lea?

8 MR. LEA: Yeah.

9 MR. BOR: Colanzi?

10 MR. COLANZI: Yeah.

11 MR. BOR: McGettigan?

12 MR. McGETTIGAN: Yes.

13 MR. BOR: Hill?

14 MR. HILL: Yes.

15 MR. BOR: Smith?

16 CHAIRMAN SMITH: Yes.

17 MR. WARD: 8a(2). 8a(2) is for our  
18 Ventnor, New Jersey Avenue project. We, we had a  
19 situation where Mathis Construction backed out of its  
20 bid and we're now forced to go with our second  
21 contractor, Arthur Henry.

22 MS. BAILEY: Arthur Henry?

23 MR. WARD: Mh-hmm. Mathis backed  
24 out and so we have to go to Arthur Henry.

25 MR. HILL: Never even heard of

1 Mathis. I was going to ask about that.

2 MR. CLAUDE SMITH: They've been  
3 around.

4 MR. HILL: Have they?

5 MR. WARD: They're in Egg Harbor.

6 MR. HILL: So we're going now with  
7 Arthur Henry?

8 MR. WARD: Yes.

9 MR. McGETTIGAN: That's for our road  
10 openings?

11 MR. WARD: This is for new  
12 replacement pipes on New Jersey Avenue and Ventnor  
13 Avenue. New Jersey will go first to accommodate the  
14 Boraie project, that one block.

15 CHAIRMAN SMITH: Move it.

16 MR. HILL: Second.

17 MR. BOR: Mr. Lea?

18 MR. LEA: Yeah.

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?

1 CHAIRMAN SMITH: Yes.

2 MR. WARD: Okay. 8b(1) I'm going to  
3 move and discuss that in executive session. 8b(1),  
4 asset management plan, engineering firm.

5 8b(2), Floating Solar. And this  
6 would be to engage our consultants. How this works  
7 is we have circulated an RFQ. We have a group of  
8 qualified firms that are in the que to move forward  
9 on the solar project. This would be a floating solar  
10 on the lower reservoir.

11 We now can appointment both an  
12 electronics consultant and a legal consultant to both  
13 evaluate, draft, supervise the execution of a power  
14 purchase agreement. We do not pay them. They are  
15 paid by the successful vendor. That whole portion is  
16 paid for by the successful vendor going forward.

17 But this is to name Ryan Scerbo of  
18 DeCotiis and Andrew Conte of Gabel Associates to  
19 provide the support for the next step. They will  
20 take care of all of our paperwork and recommend to us  
21 the best vendor to go forward.

22 MR. HILL: So they're putting  
23 together the R --

24 MR. WARD: This will be the RFP now.

25 MR. HILL: That's what I meant.

1 MR. WARD: The RFP will be on price  
2 and efficiency.

3 MR. HILL: Right, right, I get that.  
4 So they're the ones that are doing the RFP is what  
5 I'm saying?

6 MR. WARD: They'll do the RFP. We  
7 did the RFQ, so we assembled --

8 MR. HILL: I get it.

9 MR. WARD: And they'll go do the  
10 RFP.

11 CHAIRMAN SMITH: Well, what company  
12 just received permission to put the wind farm in  
13 locally?

14 MR. WARD: Oh, okay. We have HESP,  
15 Miller, and one other firm. There are three firms  
16 that applied to and set forth their qualifications  
17 for the floating. So out of those three firms, this  
18 group will support us and be our out front to do all  
19 of the RFP bidding and all of that.

20 CHAIRMAN SMITH: Understood,  
21 understood.

22 MS. BAILEY: Mr. Ward, and the cost  
23 for all that is being compensated in that project?  
24 We would pay them for them to prepare the RFP or you  
25 did that --

1 CHAIRMAN SMITH: It won't cost us  
2 anything.

3 MS. BAILEY: All our costs are  
4 incorporated?

5 MR. WARD: And that's your last  
6 paragraph, it will say, you know, at no cost  
7 whatsoever to the ACMUA.

8 MS. BAILEY: Okay.

9 MR. HILL: I'll move.

10 MR. McGETTIGAN: Second.

11 MR. BOR: Mr. Lea?

12 MR. LEA: Yes.

13 MR. BOR: Colanzi?

14 MR. COLANZI: Yes.

15 MR. BOR: McGettigan?

16 MR. McGETTIGAN: Yes.

17 MR. BOR: Hill?

18 MR. HILL: Yes.

19 MR. BOR: Smith?

20 CHAIRMAN SMITH: Yes.

21 MR. WARD: Okay. We're down to c,  
22 9c, to solicit bids for white sodium silico fluoride,  
23 9c.

24 MR. HILL: Move it.

25 MR. McGETTIGAN: Second.

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 CHAIRMAN SMITH: Yes.  
11 MR. WARD: 9c(2), polyaluminum  
12 chloride, water treatment, 9c(2).  
13 MR. HILL: Move it.  
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 CHAIRMAN SMITH: Yes.  
25 MR. WARD: I would like to raise a

1 note in terms of our current, our current vendor for  
2 polyaluminum chloride advised us that the -- they're  
3 under contract for, I think it's nine hundred and  
4 some dollars a load, but they've doubled the price to  
5 two thousand something and they based it on the  
6 federal tariffs affecting aluminum.

7 We were caught because we only had a  
8 seven-day supply, so we had to go forward with it.  
9 So now we need this new bid, but the pricing -- we  
10 have to be expecting that the tariff is going to  
11 affect this pricing.

12 MS. BAILEY: No matter who, no  
13 matter who the successful vendor is, the prices are  
14 going to be higher because --

15 MR. WARD: It sounds that way, it  
16 sounds that way.

17 MR. BOR: Yeah, but Mr. Ward and I  
18 had conferenced this numerous times in this past  
19 month, and the company really had us by the -- where  
20 we had no options because, A, the tariff was  
21 announced but it's not been fully implemented.

22 MS. BAILEY: Mh-hmm.

23 MR. BOR: So they're really jumping  
24 the gun, and, also, they notified us that they're  
25 raising it because of the tariff even though not



1 fully implemented yet, but we're virtually totally  
2 out of the chemical. We had no choice but to  
3 continue with them --

4 MS. BAILEY: Right, right, right.

5 MR. BOR: -- because we can't run  
6 the plant without the chemical, so they had us.

7 MR. McGETTIGAN: Price gouging.

8 MR. WARD: Then, again, I mean, how  
9 do we know what their forecasting is in terms of a  
10 customer base. They say they know this, they know  
11 this price increase is coming, they start now to be  
12 prepared to pay the wholesale prices that they're  
13 going to have to pay for in order for retail it. So  
14 it's a Catch-22.

15 Going to vote on it?

16 MR. BOR: We voted on it. I believe  
17 we voted on (2).

18 MR. HILL: We did, yeah.

19 MR. WARD: We did (2)?

20 MR. BOR: Yeah.

21 MR. WARD: Okay, uniform garments,  
22 9c(3). This is to approve a contractor to come in  
23 and measure our workforce for uniform garments.

24 CHAIRMAN SMITH: Move it.

25 MR. McGETTIGAN: Second.

1 MR. BOR: Mr. Lea?

2 MR. LEA: Yes.

3 MR. BOR: Mr. 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 CHAIRMAN SMITH: Yes.

11 MR. WARD: c(4) will be repairs to  
12 utility road openings.

13 MR. McGETTIGAN: Is that the  
14 acceptance?

15 MR. BOR: No, just to solicit bids.

16 MR. McGETTIGAN: Move it.

17 MR. HILL: I'll second.

18 MR. BOR: Mr. Lea?

19 MR. LEA: Yes.

20 MR. BOR: Colanzi?

21 MR. COLANZI: Yes.

22 MR. BOR: McGettigan?

23 MR. McGETTIGAN: Yes.

24 MR. BOR: Hill?

25 MR. HILL: Yes.

1 MR. BOR: Smith?

2 CHAIRMAN SMITH: Yes.

3 MS. BAILEY: All the work that's  
4 going on along Delilah as you go over the overpass  
5 going to Pleasantville --

6 MR. WARD: Yes.

7 MS. BAILEY: -- that's not us?  
8 That's --

9 MR. WARD: That's partially us.  
10 Here's what it is. The Department of Transportation  
11 has a project where they are dredging some of the  
12 water at -- and I can't tell you exactly where the  
13 location, but they're dredging so that boats would  
14 have better passage through a certain area.

15 The dredged spoils are being dumped  
16 at the former Gateway site which is kind of close to  
17 the Expressway entrance.

18 MS. BAILEY: Right.

19 MR. WARD: In order to access it,  
20 they have to access it through Delilah Road. They're  
21 also building some sort of temporary bridge in order  
22 to get over our pipes and so forth and so on.

23 So we have to monitor so that none  
24 of our assets are, you know, permanently disrupted,  
25 but sometimes that happens.

1 MS. BAILEY: Manpower is really  
2 heavy over there.

3 MR. WARD: Oh, yeah. The department  
4 of transportation have taken over our internal  
5 waterways, yeah.

6 MS. BAILEY: Okay, thank you.

7 MR. BOR: d.

8 MR. WARD: d, Solar panel project.  
9 This is 9d(1). As you know, we have tracked the  
10 development of. We have permission now to have  
11 aggregate net metering. And what I would like to  
12 solicit for would be a solar company, which it would  
13 be a smaller solar company than the floating, to  
14 install solar panels on our property at Drexel and  
15 Kentucky Avenues.

16 Drexel and Kentucky Avenue, the  
17 history is that there was a large water pipe there  
18 years ago. It's been demolished. We still own the  
19 property. We still have to go out and cut the greens  
20 down sometimes and so forth and so on. This property  
21 could support some relief to our bills here.

22 MS. BAILEY: With a solar field type  
23 thing?

24 MR. WARD: We would install a solar  
25 field. We would also have the -- my thinking is that

1 the bid process would require the bidder to install  
2 cameras. So the cameras would cover the corners and  
3 also connect with the city's public safety camera  
4 system. Again, this would be at no cost to the  
5 Authority, and we would expect to have some relief on  
6 our lights and our air conditioning here. But it's,  
7 it's a piece of property we could never use. We  
8 never could find a use for it.

9 MR. BOR: Is this the one we  
10 couldn't sell about 10 years ago?

11 MR. HILL: Oh, no, that was at  
12 The Walk.

13 MS. BAILEY: Is that the best -- is  
14 this commercial land?

15 MR. WARD: Well, this is  
16 residential.

17 MS. BAILEY: It's residential.

18 MR. HILL: This is residential.

19 MS. BAILEY: Okay. The area is  
20 residential, but the property there, I mean --

21 MR. WARD: If the house next door to  
22 this property wanted to put solar panels on the roof,  
23 there would be no issue.

24 MS. BAILEY: Right.

25 MR. WARD: So what would be the

1 issue of using that location and, again, putting the  
2 public safety piece in, I think we would have no  
3 problem getting it through. I would think so.

4 MS. BAILEY: You think so? With a  
5 variance --

6 MR. McGETTIGAN: I guess it's a  
7 zoning issue.

8 MS. BAILEY: That's what I was  
9 wondering, zoning and variance, would it be a zoning  
10 variance type thing?

11 MR. McGETTIGAN: Well, the use is  
12 residential, that's the basis of your --

13 MR. BOR: Whether this is an  
14 accessory use, I think they call it. I don't know.

15 MR. HILL: That's a city issue.

16 MS. BAILEY: It's a great idea.

17 MR. WARD: It's a city issue, you're  
18 right. Whether it's a --

19 MR. HILL: It's not a CRDA issue.  
20 It's not in the tourism district.

21 MR. WARD: No, it's not in the  
22 tourism district.

23 MR. BOR: The city has to give us  
24 their opinion whether this is --

25 MR. HILL: Right.

1 MR. BOR: -- an accessory use and if  
2 there's any problem.

3 MR. HILL: Exactly.

4 MS. BAILEY: Right, right, right.

5 MR. BOR: If it is, then there's no  
6 problem.

7 MR. WARD: Now, we've already  
8 visited the adjoining residence, Mr. Harvey Marshall,  
9 he would love to have something there, fencing and --

10 MS. BAILEY: Especially with the  
11 cameras.

12 MR. WARD: Yeah, got cameras.

13 MR. BOR: You got to have fencing,  
14 so you avoid vandalism, too.

15 MR. McGETTIGAN: So how about our  
16 property down by The Walk?

17 MR. BOR: It's just still sitting  
18 there.

19 MR. McGETTIGAN: Ten thousand square  
20 feet.

21 MR. BOR: We've had different  
22 Realtors.

23 MR. WARD: I would love to find a  
24 use for it, you know, and The Walk itself has major  
25 vacancies right now, major.

1 MR. McGETTIGAN: Yes, yes, I know,  
2 that's what I'm saying.

3 MR. WARD: Big-box stores are just  
4 falling down. At one point I thought maybe we could  
5 take that property and make it a food truck location.

6 MS. BAILEY: Mh-hmm.

7 MR. WARD: Interesting note, food  
8 trucks are hated.

9 MS. BAILEY: Oh, are they?

10 CHAIRMAN SMITH: By restaurants,  
11 yeah.

12 MR. WARD: By restaurants. They'll  
13 let you come in to do one festival and then get out.  
14 But not -- nothing permanent.

15 MR. BOR: We almost had it sold to  
16 the adjacent property to expand their parking lot at  
17 one point.

18 MR. WARD: They moved offshore.

19 MR. BOR: Yeah.

20 MR. WARD: That was Billows  
21 Electric. They moved offshore.

22 MR. BOR: They were going to buy it  
23 for parking.

24 MR. McGETTIGAN: It is still  
25 electric; it's someone else.



1 CHAIRMAN SMITH: Do you need a  
2 motion on it?

3 MR. WARD: Motion on 9d(1).

4 CHAIRMAN SMITH: Move it.

5 MR. McGETTIGAN: Second.

6 MR. BOR: Mr. Lea?

7 MR. LEA: Yes.

8 MR. BOR: Colanzi?

9 MR. COLANZI: Yes.

10 MR. BOR: McGettigan?

11 MR. McGETTIGAN: Yes.

12 MR. BOR: Hill?

13 MR. HILL: Yes.

14 MR. BOR: And Smith?

15 CHAIRMAN SMITH: Yes.

16 MR. WARD: 9 -- no, it's e(1), leave  
17 of absence for Craig Seymour, e(1).

18 CHAIRMAN SMITH: Oh, boy. I thought  
19 this guy was going to retire. How many leaves of  
20 absence has he gotten?

21 MR. WARD: Well, let's see.

22 CHAIRMAN SMITH: Approximate.

23 MR. WARD: This is a short one,  
24 until September 19th. July the 18th to  
25 September 19th. However, the time frame may be

1 expanded by further action of the Board.

2 I mean, you know, we have a number  
3 of employees that recognize that they have this  
4 opportunity to go on these leaves and they go. And,  
5 I mean, I don't know what to do.

6 CHAIRMAN SMITH: They're not paid  
7 leaves, are they?

8 MR. WARD: This is unpaid.

9 CHAIRMAN SMITH: Unpaid?

10 MR. WARD: Mh-hmm.

11 CHAIRMAN SMITH: Move it.

12 MR. HILL: Second.

13 MR. BOR: Mr. Lea?

14 MR. LEA: Yes.

15 MR. BOR: Colanzi?

16 MR. COLANZI: Yes.

17 MR. BOR: McGettigan?

18 MR. McGETTIGAN: Yes.

19 MR. BOR: Hill?

20 MR. HILL: Yes.

21 MR. BOR: Smith?

22 CHAIRMAN SMITH: Yes.

23 MR. WARD: Monthly bills.

24 CHAIRMAN SMITH: Move it.

25 MR. McGETTIGAN: Pay them.

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 CHAIRMAN SMITH: Yes.  
11 MR. WARD: Motion to enter executive  
12 session.  
13 CHAIRMAN SMITH: Five-minute break.  
14 MR. BOR: We have to have a vote.  
15 Mr. Lea, to move into executive session?  
16 MR. LEA: Yes.  
17 MR. BOR: Mr. 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 CHAIRMAN SMITH: Yes.  
25 (The Board goes into Executive

1 Session from 11:18 a.m. to 11:58 a.m.)

2 MR. WARD: We're coming back from,  
3 we're returning from executive session. We had a  
4 discussion on the engineering firm to provide asset  
5 management plan. The board accepted the analysis,  
6 and we're going to go forward with the PS&S firm and  
7 the resolution will be presented on the next board  
8 meeting.

9 Other than that, we talked about the  
10 the Senate Bill 1073 with respect to storm water, and  
11 to the extent that that has an impact on the  
12 Authority, the Authority will take a look at it and  
13 report back.

14 And we also have a labor update, and  
15 the executive director as well as labor counsel will  
16 stay in touch with the assistant commissioner and the  
17 Genova Burns law firm towards acceptance of our  
18 proposal to pursue negotiations for contracts for our  
19 bargaining units to be begin January 1, 2019.

20 And that closes the executive  
21 session.

22 CHAIRMAN SMITH: Okay. Move for  
23 adjournment.

24 MR. McGETTIGAN: Second.

25 MR. BOR: Mr. Lea?

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MR. LEA: Yes.

MR. BOR: Colanzi?

MR. COLANZI: Yes.

MR. BOR: McGettigan?

MR. McGETTIGAN: Yes.

MR. BOR: Hill?

MR. HILL: Yes.

MR. BOR: Smith?

CHAIRMAN SMITH: Yes.

MR. BOR: Adjourn.

(This public hearing was concluded  
at 12:00 p.m.)

R E P O R T E R ' S      C E R T I F I C A T I O N

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