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ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

Wednesday, May 20, 2015

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

B E F O R E:

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

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

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

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(NO PUBLIC PRESENT.)

## ATLANTIC CITY MUA

1                   MR. SMITH: Adequate notice of this  
2 meeting has been provided, as required by law, by  
3 mailing to the Press a list of the regularly  
4 scheduled meetings of the Board of Directors,  
5 including the notice of the regular meeting scheduled  
6 for May 20, 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 the laws of 1975,  
10 known as open public meeting laws.

11                   Roll call?

12                   MR. BOR: Ms. Bailey?

13                   MS. BAILEY: Here.

14                   MR. BOR: Mr. Cheatham?

15                   MR. CHEATHAM: Here.

16                   MR. BOR: Mr. Lea?

17                   MR. LEA: Here.

18                   MR. BOR: Colanzi?

19                   MR. COLANZI: Here.

20                   MR. BOR: McGettigan?

21                   MR. MCGETTIGAN: Here.

22                   MR. BOR: Hill?

23                   MR. HILL: Here.

24                   MR. BOR: Smith?

25                   MR. SMITH: Here.

## ATLANTIC CITY MUA

1 MR. BOR: Quorum.

2 I take it the Board has received copies  
3 of the minutes? If there is no discussion regarding  
4 same, could we have a motion, please?

5 MR. SMITH: Move them.

6 MR. HILL: Second.

7 MR. BOR: Mr. Lea?

8 MR. LEA: Yes.

9 MR. BOR: Colanzi?

10 MR. COLANZI: Yes.

11 MR. BOR: McGettigan?

12 MR. MCGETTIGAN: Yes.

13 MR. BOR: Hill?

14 MR. HILL: Yes.

15 MR. BOR: Smith?

16 MR. SMITH: Yes.

17 MR. BOR: Minutes carry. Mr. Chairman  
18 or Mr. Director?

19 MR. WARD: Good morning, Board Members.

20 THE BOARD: Good morning.

21 MR. WARD: Today I can report on May  
22 the 13th we received a resolution from the Board of  
23 Chosen Freeholders which, for the most part,  
24 indicates that they are recognizing there have been  
25 the discussions that have been in the paper with

## ATLANTIC CITY MUA

1 respect to dissolving the ACMUA, the talks about a  
2 potential sale to a private company, which would  
3 significantly raise water rates and adversely affect  
4 city residents, and it is the Freeholders' resolution  
5 that suggests that the City take care and caution in  
6 moving in such a direction that could severely impact  
7 residents of the City of Atlantic City. That's the  
8 resolution.

9 MR. SMITH: Where did it come from,  
10 Bruce?

11 MR. WARD: Board of Chosen Freeholders,  
12 Atlantic County Freeholders.

13 Secondly, I wish to report that our  
14 distribution unit here in the City did a fabulous job  
15 with respect to, I think it's Warrena Road, or is it  
16 avenue or road, Garth?

17 MR. MOYLE: Road.

18 MR. WARD: Warrena Road is a very very  
19 small street that runs off of West End Avenue and of  
20 course you will recognize that West End Avenue is  
21 adjacent to the bay, and the foundation in that area  
22 is not as solid as other areas on the island, and  
23 that a valve in Warrena Road had begun to shift,  
24 causing a flow of water and damage into the adjacent  
25 private property belonging to the Ironworker's Union.

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1                   I had received a call from Will Pauls,  
2                   who is the chairman of the Ironworker's Union,  
3                   requesting some assistance from us. And I told him,  
4                   I said that we have put it on the schedule, and as  
5                   soon as we have crews, we will address it. I'm  
6                   pleased to report that street has been fully  
7                   addressed and Mr. Pauls called me yesterday to  
8                   publicly thank our Board for the support, which again  
9                   he's very very happy that we were able to address  
10                  that situation. And that's my report on  
11                  correspondence.

12                  Ms. Bazemore, financial report?

13                  MS. BAZEMORE: I just wanted to bring  
14                  everybody up to speed regarding financial issues  
15                  quickly. Our expenses for the month of March, all of  
16                  our financials reflect March's activity was slightly  
17                  higher than last year, and that's primarily due to  
18                  gran activated carbon that was purchased in the month  
19                  of March. We had the same purchase in 2014, but it  
20                  occurred in May and August, but it's also related to  
21                  an increase to health care expenses. We all know our  
22                  health care went up in 2015. And in addition, the  
23                  Authority had to make its pension payment on April  
24                  1st, so we had to recognize extra expense for that.  
25                  That was to the tune about 400 some thousand, so we

## ATLANTIC CITY MUA

1 made that payment in March, but overall our expenses  
2 are in line.

3 Revenues for the month of March are  
4 slightly higher than projected, so everything is in  
5 line regarding our rates. Our collections year to  
6 date is slightly under last year or lower than  
7 projected, and that's primarily due to some  
8 outstanding receivables for the bankruptcies that  
9 were filed for Caesars and Trump properties.

10 However, I have very good news  
11 regarding Trump. We received a purchase order in the  
12 mail from the City. I don't know if you guys  
13 remember, but when we had the lien sale back in  
14 November, the City neglected to check the box, so the  
15 lien was never sold. That was about 175,000 that we  
16 didn't receive in November, so that will help our  
17 numbers.

18 MR. SMITH: Did that go to us or the  
19 City?

20 MS. BAZEMORE: They sent us the  
21 purchase order, so that means it should be coming to  
22 us, once it's signed off at Council.

23 But regarding the City, through  
24 conversations, I've been informed that the City does  
25 not plan on paying the water bills, so I think

## ATLANTIC CITY MUA

1 they're down about 16,000 at this point, but I guess  
2 they're picking and choosing who they can pay, and  
3 we're not on that list at this point.

4 MR. SMITH: You know. As a gesture of  
5 good faith, maybe we should send the City a letter  
6 stating that we'll take care of their water bill. I  
7 don't know in that's legal.

8 MS. BAZEMORE: That's a part of the  
9 negotiations.

10 MR. BOR: We're factoring that into the  
11 negotiations as a financial package.

12 MR. HILL: So your number can go up?

13 MR. BOR: So if we can eliminate their  
14 need to pay us close to a quarter million a year,  
15 that's a savings to them. That's part of the  
16 negotiation process that Linda and I are working, so  
17 that's a great point, but that's part of the mix.

18 MS. BAZEMORE: One other thing  
19 regarding Standard and Poor's. We got a call in  
20 April, in taking a look at our rating, and they made  
21 a determination they're going to keep our status at  
22 Triple B at this point, and change the outlook to  
23 look at a longer horizon, assuming something may come  
24 to effect our rate, but at this point, it's a Triple  
25 B.



## ATLANTIC CITY MUA

1 MR. WARD: 4.c shut offs. The list is  
2 attached. Any questions on shut offs?

3 4.e personnel committee meeting. Notes  
4 are attached. One significant person was the  
5 disengagement of Eric Fooder. Other than that,  
6 personnel seems to be business as usual.

7 We do have the sad, not resignation,  
8 retirement of Mr. Michael Megella coming this month,  
9 extremely talented and qualified individual, and it  
10 will be a challenge for the Authority to replicate  
11 his experience and his talent going forward. We will  
12 be interviewing for a replacement for Mr. Fooder's  
13 position.

14 MR. SMITH: Who could we use in the  
15 interim type person until we get something?

16 MR. WARD: I think the interim is  
17 sitting two seats to my right. His name is Garth  
18 Moyle.

19 MR. SMITH: He's going to wear that hat  
20 too?

21 MR. WARD: You have to wear it. There  
22 is nobody else that knows.

23 MR. MOYLE: It's too bad, Mr. Fooder, I  
24 wish he could have worked out. It would have made my  
25 life easier.

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1 MR. SMITH: Do the due diligence and  
2 put it in the papers and trade books and what have  
3 you.

4 MR. COLANZI: Has anyone asked Megella?

5 MR. WARD: We do have a name of an  
6 individual that was brought to our attention by our  
7 plant management -- manager Ernest Gratz, an  
8 individual comes out of Camden and United Water and I  
9 think we're going to be setting up an opportunity to  
10 meet with him coming soon and I think we're pretty  
11 confident on the experience factor and licensing  
12 factor, which we were with Fooder. But again, there  
13 must be a high degree of cooperation and  
14 collaboration with other staff. These positions  
15 require individuals to be able to work in teams  
16 across the board so --

17 MS. BAILEY: As we begin to approach  
18 brain drain, we call it, is there a process in place  
19 for a succession plan for people who already work  
20 here, are able to get certifications and in-house  
21 training to prepare them for moving up into these  
22 positions when someone is retiring?

23 MR. SMITH: I've tried to have that  
24 program onboard. But the employees show lack, won't  
25 take advantage of it, and we pay for it. We pay for

## ATLANTIC CITY MUA

1 it.

2 MR. WARD: We try.

3 MR. SMITH: We love to promote within.  
4 I agree with you totally, Pat.

5 MR. WARD: Director's forum.

6 MR. SMITH: Did we want to discuss your  
7 -- in Closed Session.

8 MR. BOR: In Closed Session.

9 MR. WARD: Public participation? No  
10 members of the public are present.

11 We move to Old Business. Item 7.a.(1)  
12 to accept bids for janitorial services at the  
13 treatment pumping station facility. That's  
14 resolution 7.a.(1). I believe that's going to be  
15 G.Q. Maintenance of Atlantic City. G.Q. Maintenance  
16 was the only bidder and the resolution is for --

17 MR. SMITH: Excuse me, Bruce.

18 MR. WARD: They already had the  
19 contract for the administration building, so they bid  
20 both the administration and the plant. This is the  
21 plant.

22 MR. SMITH: And that's the only --

23 MR. WARD: Only bid that we received on  
24 both items. Publicly recirculated bid and the  
25 contract is up.

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1 MR. SMITH: Are they in the ballpark?  
2 I mean, are they --

3 MR. WARD: In fact, yes, they're in the  
4 ballpark. In fact at the bid meeting, the principal  
5 of G.Q. said, Shucks, I really bid too low, and he  
6 was trying to get us to make an adjustment saying  
7 that the floors hadn't been stripped at the plant in  
8 years, but of course Mr. Moyle held his ground and  
9 stayed with the exact bid number.

10 MR. SMITH: Are we satisfied with those  
11 people both places?

12 MR. WARD: I have no complaints here.  
13 We did have complaints from the plant for the former  
14 company that was serving at the plant. We did get  
15 some complaints from the assistant director over  
16 there, but I've had no complaints here in Atlantic  
17 City come to my attention.

18 MR. SMITH: If you guys are okay with  
19 them, move them.

20 MR. MCGETTIGAN: Second.

21 MR. BOR: Mr. Lea?

22 MR. LEA: Yes.

23 MR. BOR: Colanzi?

24 MR. COLANZI: Yes.

25 MR. BOR: McGettigan?

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1 MR. MCGETTIGAN: Yes.

2 MR. BOR: Hill?

3 MR. HILL: Yes.

4 MR. BOR: Smith?

5 MR. SMITH: Yes.

6 MR. WARD: Carries. Move on to  
7 7.a.(2), which would be again G.Q. Maintenance of  
8 Atlantic City for janitorial services for the  
9 administration and operations facility here in  
10 Atlantic City. That would be \$13,070 and no cents.

11 MR. HILL: Move it.

12 MR. MCGETTIGAN: Second.

13 MR. BOR: Mr. Lea?

14 MR. LEA: Yes.

15 MR. BOR: Colanzi?

16 MR. COLANZI: Yes.

17 MR. BOR: McGettigan?

18 MR. MCGETTIGAN: Yes.

19 MR. BOR: Hill?

20 MR. HILL: Yes.

21 MR. BOR: Smith?

22 MR. SMITH: Yes.

23 MR. BOR: Carries.

24 MR. WARD: Resolution 7.a.(3) is a  
25 resolution to authorize the Board to recirculate

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1 again for water service laterals.

2 MS. BAZEMORE: That is rejection.

3 MR. HILL: It looks like --

4 MR. WARD: We've got "the Authority  
5 shall rebid," correct?

6 MS. BAZEMORE: That shouldn't be there.  
7 It's just rejected the bid. It was the second time  
8 they bid. I think we mentioned before it was 30  
9 percent over the prior year's contract so we rebid,  
10 and it pretty much came back in at the same number so  
11 the local public contracts law allows us to  
12 renegotiate after two rejections. So after this  
13 rejection, Garth has started rebids.

14 MR. BOR: So this gets tabled to next  
15 month. We can't approve it.

16 MR. MOYLE: I'm negotiating and we'll  
17 see.

18 MR. HILL: We have to vote on rejecting  
19 then. It can come back.

20 MR. MCGETTIGAN: Have you started  
21 negotiating with that company?

22 MR. MOYLE: I did.

23 MR. SMITH: What was the reason, the  
24 price was too high?

25 MR. BOR: Yes, 30 percent.

## ATLANTIC CITY MUA

1 MR. SMITH: 30 percent higher than --

2 MR. BOR: Than the year before.

3 MR. WARD: But it seems to me that  
4 resolution suggests, yes, we are authorized to reject  
5 and begin the negotiation, but I would leave this in  
6 because if we do not resolve, then we will need to go  
7 out June 17th and, therefore, we have the  
8 authorization.

9 MS. BAZEMORE: The unfortunate part,  
10 they're the only vendor. That's why we're at this  
11 point.

12 MR. BOR: But if you reject, maybe  
13 they'll come back with better terms.

14 MS. BAZEMORE: We're negotiating.

15 MR. MOYLE: First time around another  
16 company did bid, but they were even like 500,000  
17 more.

18 MR. WARD: Maybe they'll come back.

19 MS. BAZEMORE: So it gives us the  
20 opportunity, but we don't have to. Is that what  
21 you're saying?

22 MR. WARD: Yes, it says, Should  
23 negotiations fail, so it's in the alternative so it's  
24 as is, agenda item 7.a.(3).

25 MR. SMITH: Move it.

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1 MR. MCGETTIGAN: Second.

2 MR. BOR: Mr. Lea?

3 MR. LEA: Yes.

4 MR. BOR: Colanzi?

5 MR. COLANZI: Yes.

6 MR. BOR: McGettigan?

7 MR. MCGETTIGAN: Yes.

8 MR. BOR: Hill?

9 MR. HILL: Yes.

10 MR. BOR: Smith?

11 MR. SMITH: Yes.

12 MR. WARD: Engineering report,

13 Mr. Smith, update on the ASR well?

14 MR. CLAUDE SMITH: The latest  
15 development is that we've actually received spare  
16 parts that were promised to us. Unfortunately we did  
17 not get all of it. We did not get everything, so  
18 there are a couple things that are on back order.  
19 They did actually show me an invoice where they did  
20 order the materials, but they have not received them  
21 as yet, but we're still moving forward with that.

22 In regards to our SCADA system, we  
23 actually had the subject contractor come in and do  
24 some additional work, so right now I'm waiting for a  
25 report to come back from the plant verifying some of



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1 the things that they mentioned that were completed  
2 and I think we can move forward with that, as well.

3 Just one additional thing I would like  
4 to mention, even though it's not on the agenda.  
5 We're required to do an informal damn inspection,  
6 which is this particular year. And that would be  
7 done sometime either in June or July. Of course,  
8 once I go out and get that done --

9 MR. SMITH: Who do we -- Claude, who do  
10 we retain to do those?

11 MR. CLAUDE SMITH: The informal is  
12 actually done by me. The BPU says that is still an  
13 obligation by the Authority to do that as part of  
14 following our --

15 MR. SMITH: To be in compliance?

16 MR. CLAUDE SMITH: To be in compliance,  
17 correct.

18 MR. SMITH: Thanks, Claude.

19 MR. WARD: New Business, item 8.a. if  
20 the Board pleases, we can do (1) and (2) together.  
21 These are both emergency street repairs brought about  
22 as a result of the major CRDA Pacific Avenue repaving  
23 project in case that valves were broken, so forth and  
24 so on. We had to immediately address these in order  
25 to maintain the paving schedule on Pacific Avenue.

## ATLANTIC CITY MUA

1 Both are to Garrison Enterprises. The first would be  
2 for \$10,000 and no cents. The second would also be  
3 for \$10,000 and no cents.

4 MR. MOYLE: One we did actually get a  
5 bill. It was almost like 6,500 bucks, so still  
6 waiting on the second one. It should be a little  
7 more expensive, anyway.

8 MR. SMITH: Need a motion on that?

9 MR. BOR: Need a motion. It's for  
10 8.a.(1) and (2) together.

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

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 MR. SMITH: Yes.

23 MR. WARD: Next we have 8.b.(1). It's  
24 abatement unnecessary to appear, Mohammed J. Hosen,  
25 4121 Winchester Avenue. The abatement would be for

## ATLANTIC CITY MUA

1 \$584.60. Any questions on the abatement?

2 MR. BOR: Want to do all altogether?

3 MR. WARD: Fine. All three are  
4 unnecessary to appear, so it's (1), (2) and (3). Ivy  
5 and Brian Scott, second one, 211 Brighton Avenue,  
6 \$126.95. And for the final item, which would be  
7 8.b.(3), Benjamin and Marian Sutton, 354 North South  
8 Carolina Avenue in the amount of \$490.19.

9 MR. HILL: Make a motion to accept  
10 8.b.(1), (2) and (3).

11 MR. MCGETTIGAN: Second.

12 MR. BOR: Mr. Lea?

13 MR. LEA: Yes.

14 MR. BOR: Colanzi?

15 MR. COLANZI: Yes.

16 MR. BOR: McGettigan?

17 MR. MCGETTIGAN: Yes.

18 MR. BOR: Hill?

19 MR. HILL: Yes.

20 MR. BOR: Smith?

21 MR. SMITH: Yes.

22 MR. WARD: Next resolution is 8.c.(1),  
23 requesting permission to solicit bids for Zeta Lyte  
24 Anionic Polymer.

25 MR. HILL: This is annually or --

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1 MR. MOYLE: Yes, this has been used for  
2 at least 24 years, as long as I've been here. Last  
3 year another company won it and it wasn't working.

4 MR. HILL: Right, right.

5 MR. MOYLE: We told them, This isn't  
6 working. Don't ever rebid these products. Now we're  
7 rebidding it. It's cleaner this way. We've been  
8 buying off the old company and using it and it's  
9 working again, doing what it has to do to dry that  
10 sludge out, and now we're going to rebid it.

11 MR. MCGETTIGAN: Make the motion.

12 MR. SMITH: Second.

13 MR. BOR: Mr. Lea?

14 MR. LEA: Yes.

15 MR. BOR: Colanzi?

16 MR. COLANZI: Yes.

17 MR. BOR: McGettigan?

18 MR. MCGETTIGAN: Yes.

19 MR. BOR: Hill?

20 MR. HILL: Yes.

21 MR. BOR: Smith?

22 MR. SMITH: Yes.

23 MR. BOR: Carries.

24 MR. WARD: 8.d.(1) would be a  
25 resolution for establishing an investment bank at

## ATLANTIC CITY MUA

1 Capital Bank of New Jersey investment account.

2 MS. BAZEMORE: It's a CD on \$700,000.  
3 Back in the month of March we didn't actually do the  
4 resolution for it, so that's why it's coming up now.

5 MR. MCGETTIGAN: Make the motion.

6 MR. HILL: Second.

7 MR. BOR: Mr. Lea?

8 MR. LEA: Yes.

9 MR. BOR: Colanzi?

10 MR. COLANZI: Yes.

11 MR. BOR: McGettigan?

12 MR. MCGETTIGAN: Yes.

13 MR. BOR: Hill?

14 MR. HILL: Yes.

15 MR. BOR: Smith?

16 MR. SMITH: Yes.

17 MR. WARD: 8.e.(1). Yesterday we had  
18 an online auction for an energy supplier to supply  
19 energy to certain of our accounts. The online  
20 auction permitted a number of energy aggregators  
21 nationally to collectively bid on providing a set  
22 price for the energy purchase for, this would be for  
23 one year.

24 MS. BAZEMORE: This is --

25 MR. WARD: Or three years.

## ATLANTIC CITY MUA

1 MS. BAZEMORE: When they actually ran  
2 the auction, they gave you auction options of 12  
3 months, 18 months or 24 months. We took a look at  
4 the prices for all the different options, and the  
5 rate for the 18 month was seven and a half cents, the  
6 rate for the 24 month was closer to eight cents, and  
7 so once we actually took a look at the analysis, it  
8 was more beneficial for the Authority, in our  
9 opinion, to do an 18-month contract. So as a result  
10 of us not staying with the utility and doing a  
11 contract with Xoom, I guess it's the name of the  
12 vendor, will save about 76,000.

13 Considering where our current rate is,  
14 we are currently under contract with PP&L, the  
15 difference in the rate, the rate did go up about two  
16 percent from where it was previously, so we'll be  
17 paying about \$17,000 more, but in the budget when we  
18 prepared the budget, we included a two percent  
19 increase, knowing that our contract was expiring, to  
20 cover the differential. So regarding the budget, we  
21 should be fine.

22 MR. WARD: Questions?

23 MR. HILL: Make a motion to accept.

24 MR. WARD: 8.e.(1).

25 MR. MCGETTIGAN: Second.

## ATLANTIC CITY MUA

1 MR. BOR: Mr. Lea?

2 MR. LEA: Yes.

3 MR. BOR: Colanzi?

4 MR. COLANZI: Yes.

5 MR. BOR: McGettigan?

6 MR. MCGETTIGAN: Yes.

7 MR. BOR: Hill?

8 MR. HILL: Yes.

9 MR. BOR: Smith?

10 MR. SMITH: Yes.

11 MR. WARD: 9.a., status of the RFP for  
12 treatment plant solar, as had been indicated, the  
13 Authority accepted the competitive bid from Marina  
14 Energy, with Cambria Solar as a partnership. We are  
15 currently in the contract status with the parties.  
16 The energy providers, the solar providers absolutely  
17 want to do the deal, but they need a level of  
18 assurance that a 15-year contract would not be  
19 disrupted by a change of ownership, dissolution or  
20 whatever of the Authority. And we're trying to  
21 establish a language platform that would be  
22 satisfactory to Cambria and also to the Authority.

23 That is a holdup and that is something  
24 that would have been resolved, but for the status of  
25 the City and the Authority. So that's all I have

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1 right now.

2 MR. SMITH: I suggest we just table  
3 that and until you talk to them and see if you can't  
4 make a different type of arrangement with them.

5 MR. WARD: Well, again, what we're  
6 trying to do is to fashion language that would be  
7 satisfactory to both parties. And we certainly  
8 benefit day one when a solar unit is turned on at the  
9 plant.

10 MR. SMITH: I agree with that.

11 MR. WARD: And they benefit too. They  
12 just don't want it to be interrupted and they have to  
13 go out for capital for a 15-year installation.

14 MR. BOR: What's the projected yearly  
15 revenue gain for us?

16 MR. WARD: \$2.2 million over the life  
17 of a 15-year contract, which at the end of the year  
18 which we would probably own it for a dollar.

19 MR. BOR: Don't you think it's a good  
20 idea for us to have the documentation, Bruce, as that  
21 they will not agree to it if there is a dissolution  
22 as a motivating force to avoid this, after we stand  
23 to gain this money?

24 MS. BAZEMORE: I gave Ken a call as far  
25 as our rating and the negative impacts.



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1 MR. HILL: Did he give you a response?

2 MS. BAZEMORE: He said, I think the  
3 answer, Linda, is to move everything quickly.

4 MR. MCGETTIGAN: To move this project  
5 forward?

6 MS. BAZEMORE: Just the whole analysis,  
7 the whole determination, the quicker things get moved  
8 along, the better it is for us.

9 MR. MCGETTIGAN: What's preventing us  
10 from signing anything now for this project?

11 MR. WARD: They won't sign because they  
12 won't have an assurance that a new operator/owner or  
13 whatever would consider keeping it there. They need  
14 to have assurance that it will stay for 15 years.

15 MR. MCGETTIGAN: We don't have the  
16 power to contract a 15-year term?

17 MR. WARD: We don't have the power to  
18 assure a subsequent owner of the Authority, that new  
19 owner could come in and say, Hey, we don't like your  
20 solar. Take it off our property.

21 MS. BAILEY: Revel ACR.

22 MR. MCGETTIGAN: We talked about a  
23 20-year contract on the tanks, which we decided not  
24 to give out, or a 20-year contract, and there was no  
25 discussion of assurances then. I'm curious as to

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1       why.

2                       MR. WARD:  You're right, and I think,  
3       you know, when capital is, you know, collected to go  
4       into a project that has a term like that, and all of  
5       a sudden there is a news flash that the entity that  
6       you're getting ready to contract with might not be  
7       there, the owners on their side --

8                       MS. BAZEMORE:  Pat had a good point  
9       with the Revel and ACR.  Actually the ACR is the same  
10      parent company in our deal, so they don't want to get  
11      burnt twice.

12                      MR. SMITH:  Let's clear something for  
13      me, Linda.  Did the people tell you we should do  
14      this?

15                      MS. BAZEMORE:  I just put it out there,  
16      you know, that we're having push back.  This is very  
17      important for our revenue stream.  We need to get  
18      this project online, up and going because of the  
19      negativity -- because of the potential dissolution is  
20      affecting this contract.  I just wanted them to be  
21      aware.  I put -- they're doing a study.  Let me put  
22      that out there, how we're being negatively impacted  
23      as a result of this.

24                      MR. WARD:  Again, now that topic is on  
25      the table, what could perhaps happen, Fred, maybe in

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1 his negotiations with the City, could get the City to  
2 put a document together that provides sufficient  
3 assurance that the City would not disrupt and the  
4 City would not contract with anybody else to disrupt.

5 MR. BOR: That will give them more  
6 motivation to dissolve us, so they get the money  
7 directly.

8 MR. WARD: They don't get money; they  
9 only get savings.

10 MR. BOR: Savings is money, but it's  
11 worth discussing.

12 The other problem is they want 15  
13 years. Even if we negotiated a resolution, 15 years  
14 is a long time. Dissolution could be off the table  
15 because of our negotiated resolution, and six, seven,  
16 eight, nine years in the council people change,  
17 mayors change, people change, and they can always  
18 renegotiate it again. 15 years is a problematical  
19 time in the life of Atlantic City politics.

20 MR. WARD: The solar unit that I did  
21 while I was solicitor of Atlantic City still remains  
22 on the rooftop of the public works building and has a  
23 20-year contract, that unit and that developers saw  
24 the City not going away.

25 MS. BAZEMORE: And our water treatment

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1 has to run, so the load is necessary to run the  
2 plant. It's real a moot issue. No matter who has  
3 it, they need power to run it.

4 MR. SMITH: And our electric bill is  
5 almost a million dollars a year.

6 MR. MCGETTIGAN: I'm curious, who is  
7 going to make them feel comfortable if you have to  
8 sign it? Who do they expect to reassure them if we  
9 can't and we're the body?

10 MR. HILL: I don't think they know.

11 MR. WARD: That's a question. And  
12 again, when I just asked the solicitor, Would the  
13 City be a party that could leverage that assurance  
14 into the contract from the Authority to Marina  
15 Energy, but the solicitor says that might be a  
16 negative in the negotiation, so --

17 MR. HILL: Why don't we table it for a  
18 little bit? That's what you said originally.

19 MR. WARD: At least they're talking.  
20 Spurlock and our attorney are talking, and if they  
21 can come up with something that works, then I can  
22 bring it back to us. But right now I can't bring it  
23 back to us.

24 MS. BAZEMORE: The other issue when we  
25 did this electric contract, the load relating to the

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1 solar was shaved down assuming that it was going to  
2 go online at a certain time, so potentially we may  
3 run into a problem if we need additional load, that  
4 it's not contracted for in this contract. So I  
5 talked to the, you know, the people that did the  
6 analysis and actually did the auction and they sort  
7 of made me comfortable that it's a 25 percent swing,  
8 which that may cover that amount of extra load, but  
9 it's still potentially a problem.

10 MR. BOR: Except Bruce's point is well  
11 taken. If we have the power because it's at our  
12 facility, the power to generate an extra a million  
13 dollars a year.

14 MR. WARD: 2.2 million over 15 years.

15 MR. BOR: It may be in the equation of  
16 our association, we can say, Hey, City, on what you  
17 expect from us, you can add on a million dollars to  
18 that. All you got to be is the underwriter.

19 MS. BAZEMORE: It's about 100 some  
20 thousand savings a month -- I'm sorry, a year, a  
21 year, 100 some thousand a year.

22 MR. MCGETTIGAN: That's what he said,  
23 2.2 million for the life of the contract.

24 MR. WARD: In total.

25 MR. BOR: Maybe we'll pass on the deal

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1 to you as part of the financial consideration that  
2 we'll pass through to you folks. Because they can  
3 guarantee for 15 years, we can't.

4 MR. SMITH: You guys aren't negotiating  
5 with the City.

6 MR. BOR: No, no, well kind of.

7 MR. SMITH: With the State so to speak.

8 MR. BOR: We're negotiating with the  
9 representative of the City and a representative of  
10 the State, both.

11 MR. MCGETTIGAN: And their concern is  
12 revenues. That would create, if we start passing  
13 money, that would create a profit organization,  
14 passing on money instead of reducing rates, keeping  
15 rates falsely high to create revenue for the City.

16 MS. BAZEMORE: We can talk about that,  
17 but you got to have offsets in an agreement, which  
18 are bona fide services to expenses to offset.

19 MR. SMITH: Move it on, Bruce.

20 MR. WARD: Okay. 9.b, floating solar  
21 has simply been put on hold. We've got other  
22 distractions in the Authority that I haven't had the  
23 opportunity to have a clear path to getting back to  
24 the FAA Technical Center. And again, that's a  
25 difficult negotiation because you've got so many

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1 layers of bureaucracy, but it's still a novel  
2 approach to actually bringing in more revenue to the  
3 City, and I just can't make any progress right now on  
4 that.

5 Ten, monthly bills. Resolution 10.a.  
6 Any questions on bills?

7 MR. SMITH: Move them.

8 MR. MCGETTIGAN: Second.

9 MR. BOR: Mr. Lea?

10 MR. LEA: Yes.

11 MR. BOR: Colanzi?

12 MR. COLANZI: 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: Break for Executive Session.

20 (Closed Session from  
21 10:40 a.m. to 12:10 p.m.)

22 MR. WARD: Okay. We're back in Open  
23 Session and the Board heard a report from labor  
24 counsel, Mr. Andrew Weber, who discussed progress on  
25 the supervisor's union contract issues. Mr. Weber

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1 presented an MOU to resolve certain outstanding  
2 issues with the 2013 and 2014 years of the  
3 supervisor's work with the Authority. At this time  
4 we need to take a vote on the MOU and then that can  
5 be finalized with the union. Motion?

6 MR. MCGETTIGAN: Yes, make a motion.

7 MR. HILL: I'll 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 MR. SMITH: Yes.

18 MR. WARD: The Board also had an  
19 opportunity to listen to the Board's representatives  
20 with the City on city development. Ms. Linda  
21 Bazemore had been meeting on three scheduled meetings  
22 with Ken Moore and a representative from Ernst and  
23 Young, and the discussion is primarily about how the  
24 Authority may be able to provide additional financial  
25 assistance to the City. Ms. Bazemore indicated a



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1 number of items that could be reviewed for an  
2 interlocal service agreement on that order, which  
3 would include the Authority discontinuing water bills  
4 to the City, bond service payments, perhaps a pilot  
5 or some other sort of real estate tax on the  
6 Authority property, lien processing, some creative  
7 street repair ideas, some land leases, and perhaps an  
8 escrow for street repairs based on the Authority's  
9 need to open streets repeatedly for water repairs.

10 Mr. Bor indicated in his conversations  
11 with Mr. Liston and Kevin that there was a certain  
12 urgency to try to come to some sort of an agreement  
13 and those discussions will continue.

14 And that will be the end of the  
15 Executive Session. Motion for adjournment?

16 MR. SMITH: Motion for adjournment.

17 MR. BOR: Hearing no objection.

18 (The meeting adjourned at 12:15 p.m.)  
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C E R T I F I C A T E

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

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JACQUELINE M. ZARRILLO  
Certified Court Reporter  
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DATED: June 2, 2015

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