

CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

- - -

DATE: Wednesday - January 20, 2021  
COMMENCING AT 09:45 A.m.

ATLANTIC CITY MUNICIPAL AUTHORITY  
401 NORTH VIRGINIA AVENUE  
ATLANTIC CITY, NEW JERSEY

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1 Computer-aided transcript of the  
2 Of Directors meeting taken stenographically in the  
3 Above-entitled matter before Jacqueline Gibson  
4

5 BOARD MEMBERS:

6 John Devlin, Chairman (video)  
7 Claude Smith, Acting Executive Director and Director of  
8 Engineering (present)  
9 Patricia Bailey, Board member (present)  
10 Nynell Langford, Board member (present)  
11 Milton L. Smith, Treasure (Telephonically)  
12 Gary Hill, Vice Chairman/Secretary (video)  
13 William Cheatham, Alternate Board member (present)

14 COUNSEL PRESENT:

15 Fredric Bor, Esquire, Authority Solicitor  
16 Municipal Utilities Authority (present)  
17 Andrew Weber, Esquire, Labor Counsel  
18 Municipal Utilities Authority (video)

19 ALSO PRESENT:

20 Nicholas Mancuso, Acting Deputy Executive Director (video)  
21 Anita Thapa, Assistant Director, Accounting & Finance (present)  
22 Kelley Williams, Executive Secretary (present)  
23 Stella Johnson, Secretary (Present)  
24 Special Counsel:

1 Vince Polistina, Engineering Consultant (Video)

2 Mike Riley, Esquire, (Video)

3 MR. BOR: Milton is coming in. Are you there? Mr. Smith,  
4 we just did roll call and you are just signing on. Can you tell  
5 us are you present by phone?

6 MR. M. Smith: Yes.

7 Mr. Bor: Okay. Thank you.

8 Mr. M. Smith: Thank you.

9 (Opening statement)

10 Mr. Devlin: Good morning everyone. This is the opening  
11 statement of January 20, 2021. Meaning that by mailing to the  
12 address to the City Solicitor of the regularly scheduled meeting  
13 January 20, 2021, at 401 North Virginia Avenue, conference room,  
14 in Atlantic City, New Jersey.

15 A Copy of said notice was sent to the City Clerk to be  
16 posted. All for said complies with Chapter 231 of the laws of  
17 1975 known as the open public meetings law, Fred.

18 Mr. Bor: Yes. Okay. Roll call.

19 Mr. Bor: Ms. Bailey?

20 Ms. Bailey: Here

21 Mr. Bor: Mr. Hill?

22 Mr. Hill: Here.

23 Mr. Bor: Ms. Langford?

24 Ms. Langford: Here.

1           Mr. Bor: Mr. Smith is being hooked up right now and Mr.  
2 Devlin?

3           Mr. Devlin: Good morning.

4           Mr. Bor: Mr. Cheatham is present, but since we have a full  
5 Board, he is present, but will not be voting as an alternate.

6                                 - - -

7                                 (Flag salute)

8                                 - - -

9           Mr. Bor: Do we have Milton on there? We are just getting  
10 Milt on. Milt is coming on in a second.

11          Mr. Devlin: I am not sure if you guys hear it, but there  
12 is a lot of background noise. Can everybody just turn off their  
13 phones or put them on silent. We are all Zooming in and there  
14 is a lot of background noise.

15          Court reporter: Thank you.

16          Mr. C. Smith: Are you there?

17          Mr. M. Smith: Yes, I am here.

18          Mr. Bor: Okay. Mr. Smith, we did a roll call and you are  
19 just signing on. So, can we acknowledge that you are present by  
20 phone?

21          Mr. M. Smith: Yes, I do. Thank you.

22          Mr. Bor: You are welcome. The next item is to approve all  
23 regular and executive session minutes. If all members of the  
24 Board have received them and had a chance to review them, and if

1 there were any questions regarding that, please, indicate now,  
2 if not we will go into a motion.

3 Mr. Hill: I will motion.

4 Mr. Chairman: Second.

5 Mr. Bor: Ms. Bailey?

6 Ms. Bailey: Yes.

7 Mr. Bor: Mr. Hill?

8 Mr. Hill: Yes.

9 Mr. Bor: Ms. Langford?

10 Ms. Langford: Yes.

11 Mr. Bor: Mr. Smith?

12 Mr. Smith: Yes.

13 Mr. Bor: Mr. Devlin, Chair?

14 Mr. Devlin: Yes.

15 Mr. Bor: Minutes passed. Executive Director's report,  
16 Claude, do you want to take that?

17 Mr. C. Smith: In regards to the personnel committee  
18 meeting we talked about one particular item that I would like to  
19 bring up, it is the sick leave accrued allocation.

20 We discussed this and I did inform the personnel of that  
21 problem and we will be sending a letter out that will actually  
22 address the accrual in regards to it being one and a quarter per  
23 month accrual for 15 sick days a year.

24 I want to point that out to the group. A letter will be

1 sent out to all of our employees in regards to their accrual  
2 sick time.

3 Financial reports, you should have actually received that  
4 in your package as well as the cash management.

5 The balance adjustments and the delinquency, we have not  
6 done any delinquency or shutoffs, I should, say since last year,  
7 especially, around summertime, but at the same time there have  
8 not been any shutoffs.

9 The RICE ACMUA employee will have to wait until that  
10 individual actual comes on line for us to then go into that  
11 particular discussion.

12 For the Executive Director we probably want to do that in  
13 closed session. Do you agree with that Mr. Devlin?

14 Mr. Devlin: Yes, I agree.

15 Mr. Bor: The Director's Forum. Hearing no response we  
16 will go to number 7 which is Public Participation and I am  
17 asking the ED whether he received indication electronically or  
18 by e-mail of any citizens and if there are there any wishes to  
19 communicate with the Board. Have you received any?

20 Mr. Smith: No. There has not been any.

21 MR. BOR: In compliance with the DCA rules, number 8, Old  
22 Business first is to accept a bid. Go ahead Claude.

23 Mr. C. Smith: That is for the Polyaluminum Chloride  
24 Chemical that is actually utilized for the plant facility for

1 the treatment process. We did receive a bid and at this  
2 particular time there is one bid and it is a company that we  
3 used before.

4 Like anything else pricing does go up and they increased  
5 their price of their chemical and it is something that we should  
6 accept and practice. The Resolution is actually here.

7 Ms. Bailey: And it is for 106 thousand dollars.

8 Mr. C. Smith: Yes. \$106,700,00.

9 Mr. Hill: Motion to accept.

10 Chairman Devlin: Second.

11 Mr. Bor: Ms. Bailey?

12 Ms. Bailey: Yes.

13 Mr. Bor: Mr. Hill?

14 Mr. Hill: Yes.

15 Mr. Bor: Ms. Langford?

16 Ms. Langford: Yes.

17 Mr. Bor: Mr. Smith?

18 Mr. Smith: I abstain from that because I don't know the  
19 previous money or that product. That sounds like a lot of money  
20 \$106,000.00.

21 Mr. Bor: Thank you, but appearing to be the majority that  
22 resolution passes. This is typical.

23 Ms. Johnson: Excuse me. Just checking to see if Mr.  
24 Sewell came on the line.

1 Mr. Sewell. I am on hold.

2 Ms. Johnson: Mr. Sewell is present and on the line.

3 Mr. Bor: But, he is not hearing all of this?

4 Ms. Johnson: Yes, he is.

5 Mr. C. Smith: Yes, until we go into a closed session.

6 Mr. Bor: So 8A has been passed by the Board. That is 8A1.

7 Mr. C. Smith: They are two separate items.

8 Mr. Bor: Okay.

9 Mr. C. Smith: Utility location and mark-out services we  
10 drew a present proposal on that because we are not going to be  
11 able to get any proposal out in a different time due to this  
12 companies - I guess them being busy at this particular time.

13 So we are going to delay that until another two months  
14 before we request anymore proposals for their services, okay?

15 Mr. Bor: So that is withdrawn?

16 Mr. C. Smith: That is withdrawn.

17 Mr. Bor: So 8A2 is withdrawn. Mr. Smith, the Deputy  
18 Executive Director.

19 Mr. C. Smith: I think this is something that Nick probably  
20 wanted to be put on here. Not sure what was your question in  
21 regards to that Nick?

22 Mr. Mancuso: What was the title of that called again?

23 Mr. C. Smith: That was the Deputy Executive Director.

24 Mr. Mancuso: I have no comments in open session.



1 Mr. C. Smith: We will delete this.

2 Mr. Mancuso: Thank you.

3 Mr. Bor: Okay. Nick, hello. How are you and you are on  
4 board?

5 Mr. Hill: Question for Mr. Devlin, can we --

6 Court Reporter: Mr. Hill, it is hard to hear you.

7 Mr. Hill: Is Deputy Director okay?

8 Mr. Devlin: That would be great, Fred.

9 Mr. Bor: So noted. The Executive session will be Deputy  
10 Executive Director as well as 5G the Executive Director. See  
11 special counsel and Mr. Riley, the time is yours.

12 Mr. Riley: Okay and thank you and good morning everybody.  
13 Hope everyone is feeling better. I hear some coughing in there  
14 and it does not sound to good, but it is a sign of the times, I  
15 think.

16 Just briefly, I have on way to you folks a recap of the  
17 last year with regards to the PFAS litigation and a couple of  
18 things have come up in the last few weeks and they are very  
19 interesting.

20 First thing, is that the Court in South Carolina has  
21 selected 12 plaintiffs to be the first plaintiffs to possible  
22 move forward with trial. One of the things or one of the  
23 criteria is that if you have sued the United States government  
24 before, if so you are held back on this initial selection

1 process and the reason why is the discovery issue that the US  
2 government presents.

3 The problem is this that across the country there are many  
4 different repositories of information and surprisingly a lot of  
5 this information, particular older information, has never been  
6 reduced to electronic files. So what we are looking at is a  
7 number of different repositories with paper documents.

8 It has caused a big problem. A big slowdown.

9 Mr. C. Smith: Mike, can you hold on a minute, please?

10 Mr. Riley: Sure.

11 Mr. C. Smith: Rubin, I am not sure if you can mute your  
12 phone, but there is a lot of background noise that we are  
13 hearing. Possible can you mute your phone?

14 Rubin: Okay.

15 Mr. C. Smith: Thank you very much. You can proceed.

16 Mr. Riley: Okay. Good, but the kinks that are going to be  
17 caused from retrieving this information has motivated the court  
18 to keep plaintiffs that sued the government out of the line of  
19 secession here.

20 What that means actually is that the first 12 or so cases  
21 are water provider cases without suing the Federal government  
22 and those cases, I think, are going to help define what the  
23 parameters are going to be in terms of the future for cases. So  
24 it is not a bad thing and it is not a good thing.

1           Secondly, there is now currently pending before the Court  
2 in South Carolina a petition for a settlement. Now, that means  
3 that parties are now lining up. The first two parties are  
4 lining up to resolve their cases.

5           The detailed settlement document has been prepared and  
6 presented to the court, which I will summarize in my year end  
7 review, which you will be getting in the next days or so, but  
8 the interesting thing is that they are not water provider cases,  
9 but individuals from a town up in Wisconsin and there is  
10 probably about three hundred people that have been effected by  
11 PFAS in their drinking water over a period of time and there has  
12 been a lot of litigation regarding how that is going to be  
13 proven ultimately.

14           I think what happened is that the parties have resolved the  
15 case to the extent they do not want to have to litigate the  
16 issue because this is an explosive issue and neither side wants  
17 to lose.

18           So that motivates settlement, but there is activity, and  
19 now a settlement has been presented to the court and I will give  
20 you the details of it and it is very lengthy and very  
21 complicated, but it is encouraging because the main players in  
22 this are the companies like 3M and Dupont and the rest.

23           So that is something that is very helpful and I think it is  
24 good for us.

1 Another thing that has developed in the last week, believe  
2 it or not, is the State of New Jersey has sued the US Airforce  
3 and the government, the federal government for PFAS, the A  
4 Triple F, the aquas foam, for the pollution of the two wells out  
5 on McGuire Airforce Base. The pollution levels are a hundred  
6 times higher than the standard levels.

7 So the attorney general of New Jersey filed a complaint  
8 within the last week against the Airforce and the government for  
9 essentially the same situation that we find ourselves in.

10 So things for a long period of time and into the summer and  
11 fall was that there was not much activity except a lot of  
12 depositions were taken.

13 Now, you start to see and start to break and start to move  
14 in certain directions. In my opinion all good directions. So  
15 that is where we are and I think that with this case coming up  
16 in Wisconsin it is going to give the parties in the other cases  
17 and no one wants to be first, because people are gonna sit back  
18 and snipe at you as to whether you did it right or wrong or  
19 whatever, but the fact that one case is moving towards a  
20 settlement is gonna to create an atmosphere that encourages  
21 settlement and that is what we want.

22 We want the biggest cases, the multimillion dollar cases,  
23 we want other people to break the ice and start to set  
24 parameters and to answer them and set numbers. We talked

1 earlier about a year ago the patience that we have to have and I  
2 think the patience is starting to be gone. So, if anybody has  
3 any questions I will be glad to answer them. If not I look  
4 forward to letting you know in more specific detail so that you  
5 can review it on your own.

6 Ms. Bailey: I have one question. That was a class-action  
7 suit and was it specific to that state?

8 Mr. Riley: It was not the state. It was the town.

9 Ms. Bailey: It was a class-action suit and all of those  
10 people lived in a particular town?

11 Mr. Riley: Yes. In fact the big controversy now is who is  
12 going to be included and there are strict rules on who is going  
13 to be included in this group and what they had over the years,  
14 obviously, is thousand of people that have lived there and they  
15 are gone. They are in the process of trying to find these  
16 people along with the current residents.

17 So, you are looking at about, a very small town, in  
18 Wisconsin it is about three hundred people that live there, or  
19 passed through there and grew up and moved on.

20 Now, they are designing and what is interesting about this  
21 case, if you have a minute, is that they have designed how to  
22 define this class and it goes into the amount of time and the  
23 years that you lived in that town to determine whether or not  
24 you are potentially in that class and they are including people

1 in that class that do not show any harm or don't show any  
2 damages.

3 So you got people in this class that have lived there and  
4 have not manifested diseases or problems or things like that  
5 which is important from a number of different prospective.

6 The fact that they are willing to include people that don't  
7 show any physical injury is kind of an interesting way to  
8 approach the problem and normally you have to have a threshold  
9 of medical expenses and injuries and things like that to be  
10 included, but they are not doing that in this case.

11 Which does not really impact on us as much as water  
12 providers. We are not necessarily interested in the number of  
13 people that have been effected within our span of activities.  
14 We are looking at the correction to the water preparation issues  
15 so that people don't get sick.

16 So we are talking about two different animals here, but to  
17 answer you question, yes it is a class action, but it is a very  
18 uniquely defined class action as they normally go.

19 From a lawyers perspective it is very interesting and I  
20 think several of you, and including you Pat, I know your  
21 information junkies and I will be feeding you a lot of  
22 information that you may find interesting.

23 Ms. Bailey: Thank you.

24 Mr. Riley: Does anyone have any questions?

1           Mr. Devlin: Hey, Mike, real quick did we ever get closure  
2 on the Frino matter? The billing from Frino.

3           Mr. Riley: We have closure to the extent that all the  
4 bills that were received were justified and the invoices that  
5 were sent to us.

6           Now, there has been a lot of talk about the activities with  
7 regard to the PFAS case, and we discussed that in the past, that  
8 the ACMUA LLC situation which, I think, have been resolved and  
9 we discussed that earlier, John.

10           The issues in particular with the bills and I believe the  
11 bills relating to topics other than the PFAS litigation will  
12 match the invoices and bills and they appear to be appropriate  
13 from a lawyers perspective.

14           I think there was some and I don't know if it is  
15 misinformation or confusion as to the kind of billing system  
16 that they have and Kelley will probably back me up on this.

17           Bills are sent in and they were late in being paid and then  
18 the bills that were included and other bills, but you had to  
19 peel out the bills and the charges as they relate to the  
20 invoices that were originally sent from the bills that we are  
21 looking at.

22           So at first blush you wonder what is this for and you have  
23 to dig back to all the different invoices to satisfy yourself  
24 that they are appropriate and we talked to Frino about it and,

1 you know, we discussed that in terms of resolution, but to  
2 answer your question, in my judgement, I think, it is resolved  
3 in favor and it is appropriately billed under the circumstances.

4 Mr. Devlin: Yes, last time we spoke he said he was going  
5 to wash those bills.

6 Mr. Riley: And he still might. Even after that  
7 conversation he sent us another bill. It was the same bill just  
8 a copy of it.

9 Mr. Devlin: Let me ask you this. I don't know if I was on  
10 the Board at that time, but I remember when we were talking in  
11 depth and we got away from it because we were dealing with other  
12 things, but some of those bills were never voted on by the  
13 Board.

14 That was my big issue too. Did we get resolution to that?

15 Mr. Riley: I did not see any evidence that they were not  
16 voted on by the Board. What I saw evidence of and that would  
17 require going back over all of the different resolutions, but  
18 what we did see was that the bills -- the charges were link to  
19 an invoice and I am sure, but I have not pulled it, but I am  
20 sure that the bills were presented like normal bills are  
21 presented and that would of had to have been been paid, but none  
22 of them leaped out at you.

23 Like for instance, there is some law firms that charge, you  
24 know, huge amounts of money and have three or four lawyers on a



1 phone call and three or four lawyers reviewing an e-mail and  
2 doing that sort of thing to pump up the bills. That I did not  
3 see. What I did see is there were lawyers assigned and the  
4 bills came in with singular lawyers.

5 In other words, a meeting on such and such date with Fred,  
6 and Harry, Tom and Bob and we all sat around and talked about it  
7 for an hour and then you got four hours of billing time coming  
8 in, which is a big firm thing, and I did not see that and I was  
9 looking for that. Because that would have been something most  
10 big firms do. They get on a phone call with three people. I  
11 did not see that.

12 Mr. Devlin: Right.

13 Mr. Riley: And one thing. Those specific areas dealt with  
14 highly technical areas. There were some things that dealt with  
15 solar. The solar project that were highly technical and  
16 required some expertise. Ryan Scerbo for instance was the  
17 lawyer that -- the designated solar counsel and he is very  
18 experienced and I have known him and I know Andy and some of you  
19 know him and he is very experienced talented guy and he was the  
20 only one on that project that was billing anything, which is  
21 typical in firms.

22 You are going to find, you know, a leader of the group and  
23 minions that follow and I did not see that at all in Frino's  
24 bills.

1 I would avoid further controversy. He said that he would  
2 wash them.

3 Mr. Devlin: Well, I know there was some and I don't want  
4 to keep beating this up. I am not up for it today, but maybe  
5 next meeting we can discuss in depth the bills regarding what  
6 the paralegal work on and then he would review it, I don't know.

7 Mr. Riley: John, I did not see excessive evidence of that.  
8 In fact I saw very little evidence of that, but that is the  
9 typical thing that you will find in a big law firm billing.  
10 They contract and they got to consume all the money on the table  
11 and then go back for more.

12 So, what they do quite honestly is that they will put a  
13 paralegal at 150 bucks an hour, partners at 450 bucks an hour,  
14 the young lawyers associate at 300 bucks an hour and you lump  
15 them all together and you have massive legal bills.

16 I did not see that with them and I was looking for it.  
17 Quite frankly in our discussions it was a concern, but I did not  
18 see evidence of that and I would gladly pull them out and we can  
19 go over them together, but that was not evident.

20 Mr. Devlin: Can we get total closure on that and I know  
21 that you have been busy, but it is lingering and I know that you  
22 have been busy with PFAS.

23 Mr. Riley: Well, you and I have talked about it at one  
24 point and I told you in a casual conversation and we discussed

1 it and I did not think there was anything there.

2 Mr. Devlin: Right.

3 Mr. Riley: I was more focused on the solar thing and  
4 Claude will tell you and I think Vince will tell you. Some of  
5 the activities agreed to in the solar and the PFAS can get quite  
6 complicated and lengthy to deal with. We don't have that abuse  
7 of billing that frankly you see in some law firms, so.

8 Mr. Devlin: Well, can we schedule it for the next meeting  
9 because I am a little foggy right now.

10 Mr. Riley: Yeah. Yeah.

11 Mr. Devlin: If you can give us an update. I know we  
12 discussed informally and we have bigger fish to fry, quite  
13 frankly, but you know if it is right let's put it to bed, if it  
14 wasn't then let's call it to question.

15 I want to and I know me and you talked about it, but I want  
16 to be transparent and make sure that the Board looked at it and  
17 we are all on the same page, you know, we are all in agreement  
18 over it.

19 Mr. Riley: That is fine. That is quite fine John.

20 Mr. Devlin: Yeah. Thank you Mike.

21 Mr. Riley: Okay. Guys are you done with me?

22 Mr. Devlin: You are out of here Mike.

23 Mr. Riley: I am dismissed?

24 Mr. Devlin: You are dismissed.

1 Mr. Riley: I hope everyone feels better.

2 The Board: Thank you Mike.

3 Mr. Riley: Take care guys and good to hear you. Bye bye.

4 Mr. Bor: Okay. If the Chair allows me the next item is  
5 Special Engineering Service by Vince Polistina & Services  
6 Associates, Claude.

7 Mr. C. Smith: Vince is actually on the screen and he is on  
8 Zoom, Vince.

9 Mr. Polistina: Hello everyone and how are you today?

10 The Board: Good.

11 Mr. Polistina: I just wanted to give you a brief update on  
12 some of the discussions that occurred over the last month and  
13 since the last Board meeting. Claude, Nick, and I participated  
14 in a kind of, like, kick off conference call, a Zoom meeting  
15 with the Department of Environmental Protection and it is  
16 interesting and Mike just said that they are instituting  
17 litigation against some entities for some of these issues.

18 Essentially, I wanted to try and talk with them and have  
19 them recognize that they are a partner in this with us in  
20 resolving this PFAS issue with the Atlantic City MUA. So we had  
21 a very good and a very productive kick off meeting with them.

22 There were four representatives from the DEP along with us  
23 and we talked about some of the data that we have and some of  
24 the issues that we are dealing with.

1           So we went through that with them and kind of about a  
2 partnership of working together and continuing communications  
3 which was very good and they are a willing participant and  
4 partner in this and they want to assist the MUA from our  
5 standpoint and help us get through this.

6           We essentially talked about some short-term and long-term  
7 goals that we have. Short term we are hoping that we can do  
8 some treatments at some of the well locations and to bring down  
9 some of those levels, which, then some of those or that  
10 infrastructure that is built at the well locations can  
11 ultimately be moved or relocated to the plant.

12           So, we will do some interim treatment at some of the wells.  
13 Then long term obviously there is going to be upgrades required  
14 to the plant at some point. That is kind of a longer term goal.  
15 I think by doing this interim measure we can meet the MCLs  
16 stated as set by the third or fourth quarter of 2021.

17           That is the goal that we are shooting for and then  
18 ultimately we will be talking about upgrades to the plant.

19           So, we talked about some of the things that is going to be  
20 required in terms of pilot testing and some of the data they are  
21 gonna want to see. We have some good feedback from them on what  
22 they are going to be looking for as we maneuver through this.

23           And so overall it was a good meeting with them and we are  
24 happy to be able to do this and we are asking what are the

1 allocation issues.

2 We are going to be dealing with the department and with the  
3 DEP. So there is going to be a lot of coordination and  
4 communication required, but overall a good start and H2M who was  
5 working with us on this is now looking at the next steps and the  
6 cost and I know that Gary and I know it may be appropriate to  
7 have another Zoom Engineering meeting before the next Board  
8 meeting to kind of talk about the more detailed technical stuff  
9 because it is very technical and complicated as just indicated.

10 So, they want to try and do that before the next Board  
11 meeting, but overall we got some good relationship that we  
12 established with the DEP and we know where our next steps need  
13 to be going forward.

14 Claude, I don't know if you want to add anything or Gary,  
15 but that is an overview.

16 Mr. C. Smith: You covered pretty much all of it.

17 Mr. Hill: I just wanted to say that is vitally important  
18 and if you highlighted that in our relationship with the State  
19 and our plans.

20 So I appreciate your work and your effort and the other  
21 company as well, Ms. Mancuso and Mr. Smith because if we are not  
22 out on the right foot with the state and they know the state  
23 that we are in and we all know the issue that we are in and we  
24 can move forward.

1           So I look forward to our next meeting and moving forward  
2 from there and Claude is working on getting that organized.  
3 Thank you.

4           Mr. Polistina: Thank you Gary and that is what it was  
5 really all about. From the next stand point what you just said  
6 that was a good kickoff to where we are headed.

7           Okay. That is if from me. Happy New Year and I hope  
8 everybody feels better and I will keep you apprised before the  
9 next Board meeting.

10          The Board: Thank you.

11          Mr. Bor: Claude, do you want to speak on E the blue-collar  
12 uniform balance.

13          Mr. C. Smith: There is a resolution. This discussion has  
14 been ongoing with regards to the balance and at the last Board  
15 meeting or so it actually did go through an approval process,  
16 but there was no resolution presented for this particular  
17 payment to the blue-collar employees.

18          So, in your package there is an 8E agenda and there is a  
19 resolution for payment of \$400.00 to the blue-collar employees  
20 for 2020 and this will be a revision of the MLU for the 2020  
21 blue-collar union for their clothing allowance payment.

22          Mr. Hill: I will move it.

23          Mr. Bor: Is there a motion on this?

24          Mr. Hill: I will move it.

1 Mr. Bor: Mr. Hill?

2 Mr. Hill: Yes.

3 Mr. Bor: Ms. Bailey?

4 Ms. Bailey: Yes.

5 Mr. Bor: Mr. Smith?

6 Mr. Smith: Yes.

7 Mr. Bor: Ms. Langford?

8 Ms. Langford: Yes.

9 Mr. Bor: Mr. Chairman, John Devlin?

10 Mr. Devlin: Yes.

11 Mr. Bor: Approved. Under new business. This is the first  
12 two and not necessaries.

13 Mr. C. Smith: Yes, not necessary.

14 Mr. Bor: And no participation due to DCA rules and if the  
15 Board members had adequate time to review and is there a motion  
16 on these of not necessary to appear items line 9A1 and 2.

17 Mr. Johnson: And that is the abatement?

18 Mr. Bor: Yes.

19 Ms. Bailey: Motion.

20 Mr. Hill: Second.

21 Mr. Bor: Ms. Bailey?

22 Ms. Bailey: Yes.

23 Mr. Bor: Mr. Hill?

24 Mr. Hill: Yes.



1 Mr. Bor: Ms. Langford?

2 Ms. Langford: Yes.

3 Mr. Bor: Mr. Smith?

4 Mr. Smith: Yes.

5 Mr. Bor: Mr. Devlin?

6 Mr. Devlin: I am going to abstain on that.

7 Mr. Bor: Okay. The service agreement and that is under C.

8 Mr. C. Smith: And there is a B there and that is payroll  
9 account and services.

10 Mr. Bor: Okay. I did not have it in mine, but I see it on  
11 another draft. Yes. Payroll action data service.

12 Mr. C. Smith: Yes. This is a format with a company that  
13 we have been using for services that they provide to us and the  
14 cost is \$15,000.00 a year, there is no difference.

15 Mr. Thapa: Did you say \$15,000.00?

16 Mr. C. Smith: Not to exceed \$15,000.00.

17 Mr. Thapa: From what I see it did not go up in the  
18 invoices and that is all.

19 Mr. C. Smith: Thank you.

20 Mr. Bor: Is there a motion?

21 Ms. Bailey: Yes.

22 Mr. Bor: Is there a second?

23 Mr. Smith: Yes.

24 Mr. Bor: Ms. Bailey?

1 Ms. Bailey: Yes.

2 Mr. Bor: Mr. Hill?

3 Mr. Hill: Yes.

4 Mr. Bor: Ms. Langford?

5 Ms. Langford: Yes.

6 Mr. Bor: Mr. Smith?

7 Mr. Smith: Yes.

8 Mr. Bor: And Mr. Devlin?

9 Mr. Devlin: Yes.

10 Mr. Bor: So, 9B payroll account and services is approved.

11 Next is the service agreement with Monty Dahm & Hard Cheese  
12 LLC. Mr. Smith, any comments on it?

13 Mr. C. Smith: No. This is again an established service  
14 agreement for this particular outfit. We agree to what was  
15 pretty much provided. It is for repropoed containers to  
16 include intermodal containers, concession containers, food  
17 containers and a stage and this particular agreement was  
18 actually done by Nick and with regards to the service agreement  
19 he actually does responsive work.

20 Pretty much all the cost is appropriate for the customer.

21 Mr. Bor: The cost to A?

22 Ms. Bailey: Yes.

23 Mr. Hill: Question for Nick?

24 Mr. Mancuso: Go ahead Gary.

1           Mr. Hill: Hi Nick, and hopefully you are feeling better  
2 soon, but in this agreement was there anything that caught you  
3 as a red flag for it or was it a standard agreement?

4           Mr. Mancuso: Could you let me know the address of the  
5 agreement that you are looking at?

6           Mr. Devlin: 44 North Albany and it is the new car wash  
7 that is going up on 44 North Albany Avenue. It is pretty  
8 standard and the fee was a little high.

9           Of course, the usage is gonna be extraordinary because it  
10 is a car wash. So, it is a two inch meter and two in service  
11 and it was pretty straight forward. They paid on time and it is  
12 in front of you guys.

13          Mr. Hill: Okay. That is fine I was just -- the address  
14 through me off a little bit. Thank you.

15          Mr. Devlin: Actually it is right across where the old  
16 funeral home used to be.

17          Mr. Hill: I know where you mean. Okay. Thank you.

18          Mr. Bor: Okay. That is C and of course being a car wash  
19 they are going to use a lot of water and that is a good thing.  
20 Do we have a motion on C the service agreement?

21          Mr. Hill: I will move it.

22          Mr. Smith: Second.

23          Mr. Bor: Ms. Bailey.

24          Ms. Bailey: Yes.

1 Mr. Bor: Mr. Hill?

2 Mr. Hill: Yes.

3 Mr. Bor: Ms. Langford?

4 Ms. Langford: Yes.

5 Mr. Bor: Mr. Smith?

6 Mr. Smith: Yes.

7 Mr. Bor: Mr. Devlin?

8 Mr. Devlin: Yes.

9 Mr. Bor: Leave of absences and Mr. Smith, any comments?

10 Mr. Smith: No comments. It is pretty much self  
11 explanatory with regards to these two individuals and we asked  
12 them for a period of time for standard operations for us to  
13 approve.

14 Mr. Bor: Are we going to vote? Is there a motion?

15 Mr. Devlin: Motion.

16 Mr. Bor: Hearing a second from Ms. Bailey.

17 Mr. Bor: Ms. Bailey?

18 Ms. Bailey: Yes.

19 Mr. Bor: Mr. Hill?

20 Mr. Hill: Yes.

21 Mr. Bor: Ms. Langford?

22 Ms. Langford: Yes.

23 Mr. Bor: Mr. Smith?

24 Mr. Smith: Yes.

1 Mr. Bor: Mr. Devlin.

2 Mr. Devlin: Yes.

3 Mr. Bor: Mr. Smith, tell us about the emergency for the 36  
4 water transmission main?

5 Mr. C. Smith: This is for the disinfecting and cleaning of  
6 the Albany 36 water main.

7 Mr. Smith: Well, the main repair is completed. This  
8 company Kor-Ko they have done work for us before and we  
9 requested a price information for doing this particular work.

10 If you look at the packet you will see the breakdown and  
11 some of the responsibilities that they performed or will be  
12 responsible for.

13 That price is \$39,105.00. As per the work that is going to  
14 be done and that is the 36 inch water main, it has commenced, I  
15 am not sure exactly where they are in the repair, but we know  
16 that work has actually started.

17 Mr. Devlin: So Claude, that is no cost to the ACUMA;  
18 correct?

19 Mr. C. Smith: Yes. As per our agreement with New Jersey  
20 DOT this cost is going to be some what spit between us and the  
21 DOT for making this particular payment for that service.

22 Mr. Bor: Yes. So the Board members will lead with the  
23 assistance of Nick Mancuso and the negotiation with the  
24 department of transportation and yes Chairman, you are right, we

1 are not paying for the repair totally, but there is this issue  
2 of disinfection and I believe I negotiated a split.

3 Mr. C. Smith: It is almost a split, yes.

4 Mr. Bor: And that was approved by us at the DOT several  
5 months back.

6 Mr. Devlin: All right. Good enough.

7 Mr. Thapa: Let me understand we have half of the portion  
8 of --

9 Mr. C. Smith: Yes. It is pretty much split between us and  
10 DOT that would be paid.

11 Ms. Bailey: We are going to paid half of that?

12 Mr. C. Smith: Yes.

13 Mr. Bor: Is there a motion on E?

14 Mr. Hill: I will move it.

15 Mr. Bor: Ms. Langford?

16 Ms. Langford: Yes.

17 Mr. Bor: Mr. Smith?

18 Mr. Smith: Yes.

19 Mr. Bor: Mr. Devlin?

20 Mr. Devlin: Yes.

21 Mr. Bor: Okay, and on F, Mr. Smith, do you want to tell us  
22 about F?

23 Mr. C. Smith: Yes. This is for a valve that ruptured that  
24 we have on a 12 inch main that was connected to a 48 inch main.

1 Pretty much in Brigantine on the Expressway. On the location  
2 where the railroad tracks are.

3 As this particular task was done by Arthur Henry and it was  
4 a little bit beyond our actions to complete this particular job,  
5 so we actually did allow Arthur Henry to plead this particular  
6 job and to do a 12 inch main at this project.

7 Our initial investigation done by our crew, we were able to  
8 get the location of the break and the ruptured valve and this  
9 was actually taken and it was resolved.

10 Cost us \$38,423.66. Of course, there was some negotiation  
11 in regards to bringing this price down and we are in terms of  
12 reviewing this billing and trying to get the appropriate cost  
13 for the work that needs to be done and because it was an  
14 emergency we had to treat it as an emergency and we had to fix  
15 it immediately.

16 Mr. Bor: Is there a motion on F?

17 Mr. Hill: Motion.

18 Mr. Bor: Looking for a second.

19 Mr. Smith: Second.

20 Mr. Bor: Ms. Bailey.

21 Ms. Bailey: Yes.

22 Mr. Bor: Mr. Hill?

23 Mr. Hill: Yes.

24 Mr. Bor: Ms. Langford?

1 Ms. Langford: Yes.

2 Mr. Bor: Mr. Smith?

3 Mr. Smith: Yes.

4 Mr. Bor: Mr. Devlin?

5 Mr. Devlin: Yes.

6 Mr. Bor: Next is our bills. Assuming that the members of  
7 the Board read them. Do we here a motion?

8 Mr. Devlin: Motion.

9 Mr. Bor: Ms. Bailey?

10 Ms. Bailey: Yes.

11 Mr. Bor: Mr. Hill?

12 Mr. Hill: Yes.

13 Mr. Bor: Ms. Langford?

14 Ms. Langford: Yes.

15 Mr. Bor: Mr. Smith?

16 Mr. Smith: Yes.

17 Mr. Bor: Mr. Devlin:

18 Mr. Devlin: Yes.

19 Mr. Bor: Is there a motion to go into Executive Session?

20 Mr. Hill: Motion.

21 Mr. Bor: And seeing no objection and a vote is necessary  
22 and we will move into Executive Session.

23 (Executive Session)

24 Mr. Bor: Can we start. What do we have on the agenda?



1 What is first? Are we going to do the employment first? Roll  
2 call first.

3 Mr. Bor: Roll call and Ms. Bailey?

4 Ms. Bailey: Here.

5 Mr. Bor: Mr. Hill?

6 Mr. Hill: Yes.

7 Mr. Bor: Ms. Langford?

8 Ms. Langford: Here.

9 Mr. Bor: Mr. Smith?

10 Mr. Smith: Here.

11 Mr. Bor: Mr. Devlin?

12 Mr. Devlin: Here. Thank you Fred.

13 Mr. C. Smith: And if it is okay with the Board I believe  
14 the first issue and we can articulate a motion regarding Mr.  
15 Sewell and then we will vote on it.

16 Mr. Weber: Board, this is still a motion to accept the  
17 memorandum dated December 15, 2020 from Primitivo Cruz, Esquire  
18 with regards to Mr. Sewell. Just need a motion to approve?

19 Mr. Bor: And what is the outcome of the motion?

20 Mr. Devlin: I never heard the outcome of that motion.

21 Mr. Bor: The outcome is termination.

22 Mr. Weber: That is right.

23 Mr. Bor: I did not hear that part.

24 Mr. Bor: Ms. Bailey.

1 Ms. Bailey: Abstain.

2 Mr. Bor: Mr. Hill?

3 Mr. Hill: Yes.

4 Mr. Bor: Ms. Langford?

5 Ms. Langford: Yes.

6 Mr. Bor: Mr. Smith?

7 Mr. Smith: What are we voting for?

8 Mr. Bor: This is to terminate Mr. Sewell.

9 Mr. Smith: I abstain on that.

10 Mr. Bor: Mr. Devlin.

11 Mr. Devlin: Yes.

12 Mr. Bor: Do we have three? Mr. Devlin and Mr. Hill and

13 Ms. Langford are you for the affirmative?

14 Mr. Hill: Yes.

15 Ms. Langford: Yes.

16 Mr. Devlin: Yes.

17 Mr. Bor: Then that motion carries. And the second motion  
18 regarding the employment with the Authority for Mr. Armstrong  
19 and it appears that the Board has reviewed it and it is subject  
20 to the labor counsel and when he makes those changes full and  
21 complete and the final copy will be sent to all members of the  
22 Board and, however, per the resolution by this Board, the final  
23 version must also be approved by me and by Andy and of course by  
24 the Chairman by virtue of his signature.

1           So we are voting to approve and it is subject to Andy and  
2 my approval and also for the signature and approval of the  
3 Chair.

4           Mr. Devlin: I want to put on record again that before I  
5 sign it can you, please, get a copy or whatever, get a copy out  
6 to all commissioners?

7           Mr. Bor: Well, you have the ultimate say.

8           Mr. Devlin: That is correct.

9           Mr. Bor: Well, who votes on it is Andy, me, and you.

10          Mr. Devlin: Yes.

11          Mr. Bor: And if you do not like something don't sign it.

12          Mr. Weber: That was the intent.

13          Mr. Bor: So let me articulate the motion again. The  
14 motion is to approve the contract employment given between  
15 Michael Armstrong and the ACUMA and to serve as Executive  
16 Director subject to employment agreements that needs certain  
17 modification, which will be done by the Solicitor and then when  
18 he does that all members of the Board will get the final final  
19 copy and I will review that and if I approve it then it goes to  
20 the Chairman for his acceptance or rejection of it.

21          Mr. Devlin: Thank you.

22          Mr. Bor: Or we can go back to the drawing board if you  
23 want.

24          Mr. Devlin: Okay.



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