

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

Wednesday, April 19, 2017

G. Bruce Ward, Executive Director  
Garth Moyle, Deputy Executive Director  
Fredric L. Bor, Esquire, Board Solicitor  
Andrew Weber, Esquire  
Claude Smith, Engineer  
Anita Thapa, Assistant Director Accounting & Finance  
Kelley Williams, 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 a.m.

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David Nguyen	5

## 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 April 19, 2017, at 401 North Virginia Avenue,  
7 conference room, Atlantic City, New Jersey. Copy of  
8 said notice was sent to city clerk to be posted. All  
9 of the aforesaid complies with Chapter 231 of the  
10 laws of 1975, known as open public meeting laws.

11                   Roll call?

12                   MR. BOR: Mr. Cheatham?

13                   MR. CHEATHAM: Here.

14                   MR. BOR: Ms. Bailey?

15                   MS. BAILEY: 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.

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1 MR. BOR: Carries, quorum. I assume  
2 everybody has the minutes, and if there is any  
3 discussion? If no discussion, is there a motion on  
4 them?

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: Carries. Mr. Director?

18 MR. WARD: Good morning, Board members.

19 I see we have an individual here. We would like to  
20 adjust the agenda and take care of the -- I'm  
21 assuming this is the abatement?

22 MR. BOR: It looks like 8.b(1).

23 MR. WARD: Is that your pleasure to  
24 move the agenda?

25 MR. SMITH: Move it.

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1 MR. WARD: Your name is?

2 MR. NGUYEN: David Nguyen.

3 MR. BOR: 8.b(1).

4 MR. WARD: Resolution 8.b(1).

5 MS. BAILEY: It's necessary to appear?

6 MR. WARD: Yes, this is necessary to  
7 appear. The proposal is before you for abatement in  
8 the amount of \$927.66.

9 MR. SMITH: Is this his first  
10 abatement?

11 MR. WARD: Is this the first time  
12 you've asked for abatement?

13 MR. NGUYEN: Yes.

14 MR. WARD: You had a leak in your  
15 property?

16 MR. NGUYEN: Yes.

17 MR. WARD: Was it repaired.

18 MR. NGUYEN: It had been repaired, the  
19 leak.

20 MR. WARD: Board, your pleasure?

21 MR. SMITH: Move it.

22 MR. MCGETTIGAN: Second.

23 MR. BOR: Mr. Lea?

24 MR. LEA: Yes.

25 MR. BOR: Colanzi?

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1 MR. COLANZI: Yes.

2 MR. BOR: McGettigan?

3 MR. MCGETTIGAN: Yes.

4 MR. BOR: Hill?

5 MR. HILL: Yes.

6 MR. BOR: Smith?

7 MR. SMITH: Yes.

8 MR. BOR: Carries.

9 MR. WARD: Okay. Back to --

10 MR. SMITH: Explain to him what he has  
11 to, Director.

12 MR. WARD: Your abatement has been  
13 approved, so you will get direction from the front  
14 desk as to how your credit will be established for  
15 you.

16 MR. NGUYEN: Front desk?

17 MR. WARD: Yes, you can ask the lady at  
18 the front desk.

19 MR. NGUYEN: Thank you.

20 MR. WARD: Thank you. Under 4 you have  
21 correspondence and personnel committee meeting notes,  
22 engineering committee notes, financial report and  
23 shut offs. Are there any questions?

24 Okay. Number 5, Director's Forum.  
25 Directors.

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1 MR. SMITH: Yes, I talked to a couple  
2 of the Board members and I feel that we're going to  
3 need a co-chair, and I wanted the Board members, rest  
4 of the Board members to think about who we should  
5 make a co-chair. And I haven't had time to call  
6 everybody, but I want to give it some thought because  
7 I'm not remembering things the way I should, things  
8 are moving a little too fast for me sometimes, so I  
9 better watch it, in other words. So for the next  
10 Board meeting, let's think about it, who we want to  
11 put in for the co-chair.

12 MR. WARD: Okay.

13 MR. SMITH: Do you want to bring up  
14 about Gary's situation?

15 MR. BOR: Why don't you talk to Gary  
16 about it?

17 MR. SMITH: Gary, do you want to bring  
18 it up?

19 MR. HILL: It's fine. This has  
20 happened before. It's fine.

21 MR. BOR: The only issue that has risen  
22 from a legal standpoint concerning Mr. Hill is again,  
23 the question has been raised concerning his status  
24 here legally. Can I have my letter a second?

25 MR. HILL: Sure.

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1                   MR. BOR: Question was raised by city  
2 clerk --

3                   MR. HILL: Right.

4                   MR. BOR: -- over the fact that  
5 Mr. Hill has not been reappointed yet. Their  
6 position seemed to be if he's not reappointed, he's  
7 not a member and, therefore, one of the alternates  
8 should take his place.

9                   At that point I authored a letter that  
10 I provided to Ms. Webb, the city clerk, after  
11 conferencing this with Mr. Ward explaining that the  
12 statutes couldn't be more crystal clear pertaining to  
13 Mr. Hill's status, and I'll read the one sentence of  
14 the statute that is totally clear where the statute  
15 says, "Each member of a municipal authority shall  
16 hold office for the term for which he was appointed  
17 and until his successor has been appointed and  
18 qualified." So it's clear as could be that Mr. Hill  
19 continues until the city council opts to nominate  
20 somebody and approve. That has not taken place yet.

21                   So as I informed Ms. Webb, until his  
22 term, even though Mr. Hill's term is expired, city  
23 council has not appointed or qualified a successor to  
24 fill his position. As far as the alternates,  
25 alternates is a different statute. Alternates by



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1 statute shall only serve during absence or  
2 disqualification of any member so, therefore, if  
3 anyone is not here, of course the alternates step in  
4 in the absence. And disqualification refers to a  
5 separate statute where the city council can remove  
6 him for cause if they choose and of course there has  
7 never been a suggestion for that.

8 So I explained to Ms. Webb there is two  
9 different categories and the alternate does not  
10 automatically step in if a member's term has expired.  
11 Hopefully she'll be responsive to that statute, which  
12 couldn't be clearer.

13 MR. HILL: Also council members are  
14 also aware of that.

15 MR. WEBER: In terms of you being an  
16 officer, you could still be an officer of this Board  
17 if the Board chose.

18 MR. SMITH: Of course.

19 MR. BOR: The statute says he continues  
20 in his present status.

21 MR. WEBER: He has full authority.

22 MR. HILL: This must be the same  
23 situation that happened at CRDA for over three years,  
24 the holdovers, Governor Corzine's holdovers.

25 MR. WEBER: Utilities I've seen it four

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1 or five years.

2 MR. BOR: The statute is so clear,  
3 it's --

4 MR. WEBER: That's not unusual.

5 MR. SMITH: I wanted that on the  
6 record.

7 MR. WEBER: You're early in the game.

8 MR. HILL: I think things will change  
9 in July.

10 MR. SMITH: We hope so. Moving on.

11 MR. WARD: Okay. Public Participation,  
12 there is no members of the public so we'll go to Old  
13 Business, 7.a accepting bids, janitorial services for  
14 the Authority administration operations facility,  
15 appears on resolution 7.a(1). And the award is  
16 proposed for Triple D Cleaning Services for the  
17 administration building.

18 MR. SMITH: Are they the ones that  
19 we're using now?

20 MR. WARD: No, the ones that have the  
21 contract now is Q.

22 MR. HILL: G.Q.

23 MR. SMITH: Are we satisfied with them  
24 or did they put in a bid?

25 MR. WARD: They put in a bid, but their

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1 number came up less than, and the bid numbers and  
2 tabulations are on the second page of your  
3 resolution.

4 MR. SMITH: Well, the difference is  
5 like what, \$1,000?

6 MR. BOR: Yes.

7 MS. BAILEY: More like about eight  
8 something.

9 MR. SMITH: So are we satisfied with  
10 the previous people or we just want to get rid of  
11 them and take these new people?

12 MR. MCGETTIGAN: They lost the bid.

13 MR. WARD: The RFP.

14 MR. SMITH: Does that make a difference  
15 if we're satisfied with the previous people?

16 MS. BAILEY: Yeah, I think we're  
17 required to.

18 MR. MCGETTIGAN: With cause you can  
19 reject them, if you found them not to be qualified.

20 MR. SMITH: I'm not saying that I want  
21 them. I'm just saying we know what they are. We  
22 don't know what these people are.

23 MR. MOYLE: They had the bid before.  
24 They had it for two years. Then they didn't bid the  
25 last time and now they came back and bid.

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1 MR. SMITH: I just want to know if  
2 we're satisfied with them and if these new people  
3 coming in is better, that's all.

4 MR. MOYLE: Nobody is satisfied with  
5 any of the cleaning guys we get, so --

6 MR. SMITH: What was that, Garth?

7 MR. MOYLE: Around here nobody is  
8 satisfied with any of the cleaning guys we get,  
9 except me.

10 MR. SMITH: There has got to be a  
11 reason, but get the low bid. That's what we want to  
12 do. I got no problem with that.

13 MR. CHEATHAM: Number (2), I read this  
14 at home. Why is it we don't get no rugs cleaned  
15 around here?

16 MR. MOYLE: They zero bid it. They do  
17 the work. They just don't get paid for it.

18 MR. CHEATHAM: So in other words --

19 MR. WARD: They didn't give a unit  
20 price for that.

21 MR. CHEATHAM: They do it on their own?

22 MR. WARD: Yes, and I called and  
23 confirmed it, so we would make sure that their  
24 interpretation was not going to be, Well, we are not  
25 going to do that. We're putting in a bid and we're

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1 not going to do that.

2 I said, Wait a minute. I have to  
3 understand. In order to conform to the bid, you have  
4 to do everything here.

5 And they said, Oh, no, we're not  
6 charging for that, but we're going to do that.

7 MR. SMITH: Who said that?

8 MR. WARD: Mr. Brumfield.

9 MR. SMITH: In other words, we're  
10 favoring Triple D?

11 MR. WARD: It's an RFP, so it's based  
12 on the lowest conforming bid, so they're doing  
13 everything we ask them. We're supposed to go on  
14 price.

15 MR. SMITH: Understood. Move it.

16 MR. MCGETTIGAN: Second.

17 MR. BOR: Mr. Lea?

18 MR. LEA: Yes.

19 MR. BOR: Colanzi?

20 MR. COLANZI: Yes.

21 MR. BOR: McGettigan?

22 MR. MCGETTIGAN: Yes.

23 MR. BOR: Hill?

24 MR. HILL: Yes.

25 MR. BOR: Smith?

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1 MR. SMITH: Yes.

2 MR. BOR: Carries.

3 MR. WARD: That was for (1). Water  
4 treatment plant is 7.a(2).

5 MR. BOR: Same two companies bidding.

6 MR. SMITH: And they're again lower?

7 MR. WARD: They were lower again.

8 MR. HILL: Exactly.

9 MR. MCGETTIGAN: I'll move that.

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

21 MR. BOR: Carries.

22 MR. WARD: 7.a(3), 2017 water main  
23 replacement. That's at 7.a(3).

24 MR. SMITH: Is that the one where we  
25 spent a million and a half?

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1 MR. MOYLE: A million this year.

2 MR. SMITH: I thought it was a million  
3 point five.

4 MR. MOYLE: No, a million and change, a  
5 million and 60.

6 MR. MCGETTIGAN: This one is okay?

7 MR. MOYLE: Yeah, we had this guy last  
8 year and we just got to keep on him, that's all.

9 MR. MCGETTIGAN: We can move it.

10 MR. SMITH: 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 MR. SMITH: Yes.

21 MR. BOR: Carries.

22 MR. WARD: 7.a(4) is the floating cover  
23 replacement on basin B at the treatment plant.

24 MR. MOYLE: It is what it is.

25 MR. MCGETTIGAN: Move it.

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1 MR. MOYLE: It's right around the  
2 engineer's estimate of 1.4, but there is 35,000 of  
3 contingency on that.

4 MR. SMITH: Is this the one I was  
5 thinking about? How much is this one?

6 MR. MOYLE: Almost 1.5.

7 MR. SMITH: That's the one I was  
8 talking about.

9 MR. MOYLE: No, no, no, it's 4.5. I'm  
10 trying. It's 4.5.

11 MR. CLAUDE SMITH: We don't want that  
12 one.

13 MR. MCGETTIGAN: 4.5 million?

14 MR. CLAUDE SMITH: 456,000.

15 MR. MOYLE: Whatever it is, it is.

16 MS. BAILEY: \$456,000.

17 MR. HILL: Garth, would you explain  
18 what exactly this is? What are they going to be  
19 doing, half a million dollars?

20 MR. MOYLE: One is 1 million, one is 2  
21 million. They have plastic covers. This 2 million  
22 is being done for 456. It's been out of service  
23 since October of '15. We were going to repair it  
24 originally, but it couldn't be repaired. It was in  
25 too bad of shape. The current cover is probably at



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1 least 15 years old, so it has to be done.

2 MS. BAILEY: What's the life expectancy  
3 on the covers.

4 MR. MOYLE: This one is supposed to be  
5 a little better. I think around 20 years.

6 MS. BAILEY: That's why I wanted to  
7 know what the life expectancy is.

8 MR. WARD: Because vegetation is coming  
9 through.

10 MR. HILL: I wanted to make sure the  
11 rest of the Board members knew, because we did talk  
12 about it.

13 MR. MCGETTIGAN: What, do they hold the  
14 sludge?

15 MR. MOYLE: This is the finished water.  
16 This basin was built circa 1920 or maybe in the 30s.

17 MR. MCGETTIGAN: Protects the water?

18 MR. MOYLE: Yes, and these covers do  
19 actually work because on Sandy we shut down these two  
20 basins and ran from the plant, and we almost got away  
21 with it, but we had some infiltration when we  
22 overfilled actually and some things popped and the  
23 water got in, but when we came back to these basins,  
24 tested the water, it was fine. So we had 18 inches  
25 of salt water on it and they were fine.

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1 MS. BAILEY: That's good.

2 MR. MCGETTIGAN: Then the water moves  
3 directly out of there this way.

4 MR. MOYLE: It goes from the pump  
5 station to the city.

6 MR. MCGETTIGAN: Does it get cleaned  
7 again in the pump station?

8 MR. MOYLE: No, add a little chlorine.

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

10 MR. HILL: 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 MR. SMITH: Yes.

21 MR. BOR: Carries.

22 MR. WARD: Mr. Smith, we're at the  
23 engineering report, sir.

24 MR. CLAUDE SMITH: Good morning. In  
25 regards to the one million gallon tank, let me draw

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1 your attention to resolution 8.a, and pretty much  
2 that's the amendment in the engineer's contract for  
3 additional, I think it's 3,000 and change. That's  
4 for some professional services that they had to  
5 render, due to some of the extended work that was  
6 actually done on the tank. We discussed it with them  
7 and we found it to be valid, so I have no issue in  
8 terms of actually bringing this resolution to the  
9 Board for approval for that additional amount.

10 MR. SMITH: Was that a cost overrun,  
11 Claude?

12 MR. CLAUDE SMITH: Yes.

13 MR. BOR: 3,200.

14 MR. HILL: Yes.

15 MR. CLAUDE SMITH: It's \$3,400, 3,250.  
16 So that's the only thing that I have on the one  
17 million gallon tank.

18 I'll just proceed, and there is no  
19 report on the two million gallon tank.

20 This is a mistake on the Annual  
21 Engineering Report. We actually did receive a  
22 report. The report was forwarded to the Bank of New  
23 York and also to the auditors for their particular  
24 purposes and that's pretty much it.

25 This particular number (4) says

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1 Computer Data Intrusion. We had an infection. We  
2 had a virus infection for our main server. I think  
3 it was around on the 20th of March. And pretty much  
4 that infection that we had shut our system down  
5 completely. We were not able to use our computers at  
6 all. All the data was actually infected. This is  
7 due to a ransom ware, and it's synonymous with the  
8 name of it, where once this infection takes place, in  
9 order to take your system back, get your data back,  
10 more than likely you have to pay a fee, unless you  
11 have a backup. Through our pro-activity, we did have  
12 backup of our system, so we were able to restore all  
13 our data and servers and so forth by doing this  
14 particular backup. We might think that's sufficient  
15 enough.

16 We do have a virus protection on our  
17 system. Despite having the virus protection system  
18 software, which is AVG, you can still get the  
19 infection. One of the things I am proposing and will  
20 definitely be doing, despite the fact I'm coming to  
21 the Board to let you know, we have to buy additional  
22 malware software, which is a second backup.

23 The cost of having to clean your  
24 system, go through restoring data and so forth, it  
25 can get very costly and doesn't necessarily mean that

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1 you're going to be a hundred percent protected, but  
2 you're a little more protected. And this malware  
3 software is an additional protection, even though we  
4 already have a virus protection on our system. It's  
5 a minimal cost. It's a little over \$1,000 -- or I  
6 didn't bring that additional cost to the Authority.  
7 It's about \$1,700, plus you have the installation of  
8 it, but it's better to do this than not to do  
9 anything at all. Because of the fact that you have  
10 an additional protection on the system, this can  
11 happen again and there is no guarantee that it won't  
12 happen again, but this is giving us additional  
13 protection. At least you can prevent it or stop it  
14 from happening again.

15 MR. SMITH: Claude, are you talking  
16 about buying new equipment? Have we did that yet?

17 MR. CLAUDE SMITH: No, we haven't  
18 bought the new equipment, but we're in the process of  
19 doing so. We have to get a new server, but this is  
20 about the software portion, it's malware. As I said,  
21 we already have a virus protection software on our  
22 system.

23 MR. SMITH: What do we need up there?  
24 What do we have to buy to make you guys whole?

25 MR. CLAUDE SMITH: Apart from buying a

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1 new server, which is something that we stated before,  
2 this additional software is just an additional  
3 protection for us, okay? We already have --

4 MR. SMITH: On what you already have or  
5 what we're going to have?

6 MR. CLAUDE SMITH: Yes, it's in  
7 addition to what we already have, correct.

8 MS. BAILEY: It would work in kind with  
9 whatever you get?

10 MR. CLAUDE SMITH: They'll work  
11 simultaneous. It's just like going through a  
12 security gate and you go through one security gate  
13 and before you get to the other building, you have to  
14 get through another security gate.

15 MS. BAILEY: I understand what the  
16 malware does. I was stating whatever you buy now  
17 would cohabit with whatever you buy in the future,  
18 so this system wouldn't be specific to what we have  
19 now, it would also work with whatever you bought in  
20 the future?

21 MR. CLAUDE SMITH: Correct, they work  
22 in conjunction with each other.

23 MR. SMITH: So what are we talking  
24 about to replace this?

25 MR. CLAUDE SMITH: The software itself

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1 is about \$2,000. We haven't spoke about the cost of  
2 replacing the complete server.

3 MR. SMITH: That's what I want to get  
4 to.

5 MR. CLAUDE SMITH: I haven't gotten to  
6 the price to completing the server. Like I said the  
7 last time we were here --

8 MR. SMITH: I'm talking about I'm tired  
9 of piecemealing.

10 MR. CLAUDE SMITH: No, it's not  
11 piecemealing. Even if we buy that software now, it  
12 will be transferred over to the new server anyway, so  
13 it's not like as if you're buying something and you  
14 have to throw it away and go back and buy something  
15 else. It's a software package. All you do is  
16 transfer it from one to the other.

17 MR. SMITH: I understand you had a  
18 problem last week or last month.

19 MR. CLAUDE SMITH: It was last month in  
20 March.

21 MR. SMITH: So that's what I'm saying,  
22 get us in compliance with things you need to have  
23 that's important to have.

24 MR. CLAUDE SMITH: That's what we're  
25 working on. That's the reason we thought about

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1 having to purchase this additional software package  
2 now because of the fact that infection virus that we  
3 had. That's several hours of man time, you know,  
4 restoring data, getting your system back up and  
5 running, going around to each computer making sure  
6 everything is okay.

7 Like I said, it doesn't necessarily  
8 mean that we're a hundred percent protected, but  
9 you're cutting down on the possibility of it  
10 occurring again.

11 MS. BAILEY: If you could go back one  
12 minute to 8.a, the resolution for the additional  
13 \$3,000. I just wanted someone to do a quick  
14 correction because it reads, "Be it further resolved,  
15 that the cost of this additional work shall increase  
16 the contract price by \$93,050." We know we're not  
17 increasing it -- it's supposed to say to. They would  
18 think it's \$93,000 we increased it.

19 MR. WARD: That will have to read  
20 3,250, because --

21 MS. BAILEY: Because that looks like  
22 we're going up to \$93,000. That's all.

23 MR. CLAUDE SMITH: Thank you.

24 Just one additional computer item and  
25 we talked about Kronos last time, but it falls into



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1 the computer that we have to purchase. We did get  
2 two options in regards to what we can actually do  
3 with Kronos. One was to stay a stand alone in  
4 regards to having it here at the office and still  
5 function with it or actually go into the cloud. And  
6 we asked some additional information from the  
7 provider, which is Kronos, of the cost of what it  
8 would actually be if we were to go to the cloud  
9 versus pretty much standing alone. The monthly fee,  
10 apart from doing all the upgrades that we have to do  
11 with Kronos, what the monthly fee, in addition to  
12 that would be about -- not about, it is \$1,500 per  
13 month, which brings it to \$18,000 a year, which is  
14 not something that we're willing to spend at this  
15 particular time. Our annual maintenance and service  
16 fees is about \$3,500?

17 MS. THAPA: Uh-huh.

18 MR. CLAUDE SMITH: It's about \$3,500  
19 for the year, so we prefer to keep it that particular  
20 way. Whereabouts we do the upgrade, the upgrade  
21 might cost us about 24, \$25,000 just to go to the  
22 Kronos, latest version of the software that we can  
23 still function. That, I told you, we can't avoid no  
24 matter what, whether or not we went to --

25 MR. SMITH: How long is it going to

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1 take you to get?

2 MR. CLAUDE SMITH: That I don't know.  
3 We have to get started.

4 MR. SMITH: Please.

5 MR. CLAUDE SMITH: We're not trying to  
6 do piecemeal. We're trying to do everything at one  
7 time. I'm bringing it to the Board so that you're  
8 aware that cost is definitely going to be part of the  
9 upgrade for the system, as well. That's it.

10 MR. CHEATHAM: I'm listening to all  
11 this computerized talk. If your water system gets  
12 hacked by the computer, how long will it take you to  
13 discover it? Will you discover it right away?

14 MR. WARD: Generally an intrusion like  
15 that will show up immediately because staff cannot  
16 manipulate programs that they are operating on a  
17 routine basis, so generally it comes up pretty fast.  
18 The new the level of the intrusion varies because  
19 there are operators working out of other countries  
20 that will send a Trojan into your system, which will  
21 lock up everything and your information will be  
22 encrypted and held at ransom by them and then they  
23 ask for you to pay a ransom in order to clear your  
24 system. I've had that happen at my law office, and  
25 fortunately I had a stand alone backup so I could

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1 just clean my computer out and put my backup in and I  
2 could avoid that. But what Claude is --

3 MR. SMITH: Isn't there protection for  
4 those things? I'm illiterate on computers, but there  
5 is protection, I've read.

6 MR. WARD: Let me say that protection  
7 is never going to be absolute. As I understand,  
8 there are reports that the United States was  
9 successful in hacking North Korea's missile launch.

10 MR. SMITH: And have them blown up.

11 MR. WARD: See what I'm saying.

12 MR. SMITH: Understood.

13 MR. WARD: I mean, the fact that we  
14 have, you know, a big book of business here and it's  
15 a city and so forth and so on, I just have people out  
16 there that have these skills that have become  
17 malicious and they go after different opportunities  
18 to disrupt you and try to compromise your ability.  
19 So what we did on this first intrusion, we  
20 immediately called in our computer house vendor and  
21 their skill level was such that they told us what to  
22 do. They said, Everybody shut down. Shut your stuff  
23 down, and they started in from the administrator  
24 point, started to rebuild and recapture and protect  
25 and put up fire walls, and then at a certain point

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1 they told us all to sign back in and we recovered  
2 from that, but there are certain more damaging  
3 intrusions that could have been, you know, much less  
4 forgiving.

5 So we're doing everything that we can,  
6 and I think that Claude has, you know, assumed  
7 critical leadership on the computer level, but we're  
8 not going to be immune. We're going to have to keep  
9 putting up fences, but nobody is immune to these  
10 kinds of attacks.

11 MR. CHEATHAM: I asked that question,  
12 because right now this water department is very  
13 vulnerable. Everybody seems to be after this water  
14 department. That made me ask that question. People  
15 do devious things as it is and they're waiting for us  
16 to trip or fall and I just asked those questions,  
17 that's all.

18 MR. MCGETTIGAN: Claude, I wanted to be  
19 clear. 1,500 a month, that would be for use of the  
20 cloud?

21 MR. CLAUDE SMITH: Correct, that's your  
22 maintenance fee for using the cloud.

23 MR. MCGETTIGAN: You're more satisfied  
24 for the \$3,500 stand alone?

25 MR. CLAUDE SMITH: That's more

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1 practical for us.

2 MR. MCGETTIGAN: Is the cloud that much  
3 more better operational than stand alone?

4 MR. CLAUDE SMITH: There might be some  
5 advantages to going to the cloud about doing upgrades  
6 on the system on a regular basis. Any issues that  
7 you have can be taken care of by the company itself.  
8 You know, those are probably some of the more  
9 important portions of actually going to the cloud,  
10 but you can still function pretty well without having  
11 to go to the cloud.

12 MR. MCGETTIGAN: I just wanted to  
13 generally know what the cloud really gives you  
14 compared to what you have. It's just easier  
15 maintenance and more storage?

16 MR. CLAUDE SMITH: Not even necessarily  
17 more storage, because storage is dependent how large  
18 of a hardware you have on your system. It could be  
19 infinite, but at the same time it's just a matter  
20 that they have more, I guess more funds to really do  
21 the maintenance of it by you paying into that  
22 particular type of funding, so you're not necessarily  
23 -- I mean, it's not like if you're getting that much  
24 bigger of an advantage by definitely going to the  
25 cloud, but you know, everyone is selling the cloud

## ATLANTIC CITY MUA

1       nowadays because it kind of relieves you of actually  
2       having to continue to maintain and upgrade and  
3       service that particular software or that particular  
4       function. That, you know, kind of relieves you of it  
5       all.

6                   MR. MCGETTIGAN: So this operation is  
7       small enough that 3,500 is worth it?

8                   MR. CLAUDE SMITH: We're a very small  
9       operation. Of course larger companies where you have  
10      thousands of employees, it's probably more practical  
11      for them to use that.

12                  MR. MCGETTIGAN: Thank you. So we're  
13      not calling for it?

14                  MR. CLAUDE SMITH: Not for the cloud.

15                  MR. MCGETTIGAN: They're not calling  
16      for a vote on it today?

17                  MR. WARD: No, he's still getting more  
18      information.

19                  8.a(1), which is change order for the  
20      engineering work on the one million gallon tank.  
21      There is a correction on the numbers that appear on  
22      the resolution. Instead of \$93,050, it's 3,250,  
23      \$3,250 in both cases.

24                  MR. SMITH: There is a big difference.  
25      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. BOR: Carries.  
13 MR. WARD: Under New Business, we're  
14 down to 8.c to solicit bids for water meter.  
15 The two unnecessary.  
16 MR. BOR: Vote on those together.  
17 MR. WARD: B(1) and (2) together,  
18 unnecessary.  
19 MR. MCGETTIGAN: Move it.  
20 MR. BOR: It's actually b(2) and (3)  
21 together.  
22 MR. HILL: Second.  
23 MR. BOR: Mr. Lea?  
24 MR. LEA: Yes.  
25 MR. BOR: Colanzi?

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1 MR. COLANZI: Yes.

2 MR. BOR: McGettigan?

3 MR. MCGETTIGAN: Yes.

4 MR. BOR: Hill?

5 MR. HILL: Yes.

6 MR. BOR: Smith?

7 MR. SMITH: Yes.

8 MR. BOR: Carries.

9 MR. WARD: Okay. Now we're at c,  
10 8.c(1), which is to solicit bids for water meter, MTU  
11 replacement and installations.

12 MR. MCGETTIGAN: I'll move it.

13 MR. SMITH: 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 MR. SMITH: Yes.

24 MR. WARD: Okay. 8.d, investments.

25 And Anita Thapa, would you talk to the Board about



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1 your resolution at 8.d(1)?

2 MS. THAPA: This is the last CD we will  
3 be purchasing this year, which we already purchased  
4 actually. It's for \$710,000. Previous year it was  
5 \$705,000. We probably got about 6,000 interest on  
6 this one. We already invested \$710,000 on this one  
7 at the similar rate, which is 1.05. We did have some  
8 premium available cash, so we decided to invest again  
9 on this CD.

10 MR. SMITH: Are we changing the banks?

11 MS. THAPA: It's the same bank, Capital  
12 Bank.

13 MR. SMITH: I thought it was Fulton  
14 Bank?

15 MS. THAPA: This is the CD. They have  
16 the better rates.

17 MR. SMITH: Understood.

18 MS. THAPA: So we're renewing just with  
19 the \$710,000.

20 MR. MCGETTIGAN: Just one year?

21 MS. THAPA: Yes, Capital Bank of New  
22 Jersey.

23 MR. BOR: They're in Vineland.

24 MR. MCGETTIGAN: Thank you. I'll move  
25 that.

## ATLANTIC CITY MUA

1 MR. SMITH: 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. BOR: Carries.

13 MS. THAPA: Next one is, so basically  
14 we -- our audit is due by April 30th. But again with  
15 the GASB 68 report, that just came out probably a  
16 week ago, that just came out, so the state will give  
17 us an extension until May 31st, so we'll have our  
18 audit ready by May, the next Board meeting. The GASB  
19 68 report, obviously the pension liability did  
20 increase from 13 million to 17 million.

21 MR. MCGETTIGAN: What was it?

22 MS. THAPA: Our portion of employee  
23 pension, it's a small report, but I have the report  
24 from 13 million to 17 million, so it's like about 4  
25 million.

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1 MR. MCGETTIGAN: That's our pension?

2 MS. THAPA: This is the new GASB report  
3 that started last year. Now the state is trying to  
4 allocate all the costs to the municipalities, so our  
5 allocation was .05 percent. So that gives us an  
6 increase to 17 million.

7 MR. MCGETTIGAN: Thank you.

8 MS. THAPA: So I think we had to, for  
9 this in '16, our pension expense we have to increase  
10 by a million again, but it's not a true deficit to  
11 us, but it's a liability.

12 MS. BAILEY: We have to book it and so  
13 that we book it?

14 MS. THAPA: Yes. So the report will be  
15 ready by next Board meeting, so if you're interested,  
16 it's the report from the GASB 68. The highlighted  
17 one is our portion. That's about it.

18 MR. WARD: Okay, all right, 8.f.

19 MR. SMITH: Let me see it, Gary.

20 MR. HILL: Sure.

21 MR. WARD: Cross Training Assignments  
22 (1) and (2). Dale Archie has begun cross training  
23 for the assistant distribution manager  
24 responsibility. We have a resignation -- excuse me,  
25 a retirement of Mr. Willie Norman for June 1st,

## ATLANTIC CITY MUA

1 trying to prepare for that vacancy.

2 Next is Crystal Daniels, who is cross  
3 training in human resources, trying to put further  
4 eyes and command over that essential area. 8.g --

5 MR. MCGETTIGAN: What, is she expected  
6 to move? What's her date, Crystal?

7 MR. WARD: Crystal has started -- this  
8 is a discussion item. Crystal has started some cross  
9 training in human resources.

10 MR. MCGETTIGAN: But there is no date?

11 MR. WARD: No date, just to get some  
12 further expertise in that area, just to do so.

13 MR. HILL: Very wise.

14 MR. MCGETTIGAN: Thank you.

15 MR. WARD: Garden State Parkway  
16 widening project. Just briefly our treatment plant  
17 personnel have been tasked with keeping an eye on the  
18 Garden State Parkway widening, which has an effect  
19 over our spillway from the upper to the lower  
20 reservoir. And Mr. Hicks was concerned that some of  
21 the contractors were moving a little bit too close to  
22 our outflow pipe, which brings water into the  
23 treatment plant, brings the water from the reservoirs  
24 in and he was concerned that, you know, if there is  
25 any damage to that pipe, it could be considerable.

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1 So we've had some discussion. Subsequently, Mark  
2 Hicks had a motorcycle accident and he's sort of out  
3 of commission at this time, but plant manager  
4 Mr. Palombi, at our meeting on Monday, indicated that  
5 he is going out there and to view the location, and  
6 if it's necessary, for us to have a meeting to bring  
7 all of the contractors and the Department of  
8 Transportation together so that they understand the  
9 critical nature of that pipe.

10 But pictures were sent to us, you know,  
11 construction site. They're all over the place, but  
12 we want the pipe to be secure and undamaged. And we  
13 just wanted everybody to know that.

14 MR. MCGETTIGAN: If it was damaged,  
15 what would we start from, different pumping station?

16 MR. WARD: Garth would be able to  
17 answer that better. Depending on the level of  
18 damage, our ability to draw water in from the  
19 aquifers, and the pump is offsite, so it could damage  
20 our inflow to get into the treatment plant.

21 MR. MOYLE: They should still be out  
22 there. Years ago, we -- well, we've had to pig this.  
23 This is for the nine wells up to the tech system.  
24 We've had to pig it before, because iron buildup, we  
25 don't have to because it flows so low. We won't have

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1 to this summer. We pigged it before and we got  
2 repair clamps, because this is a pretty stressed  
3 concrete pipe. We've got the correct clamps, we've  
4 got some pipe. They would have to dig it up. And if  
5 they pumped a hole in the top, we should be able to  
6 put a clamp on it. It's not high pressure at all.  
7 That's a good thing because it's prestressed  
8 concrete. If we have 10 PSI on it, I would be  
9 surprised, but we do have the stuff. Just we should  
10 make sure we still have it. We've had it just  
11 because of that, so we should be all right. Could  
12 take a little while, but we should be all right.  
13 That is our main source of water. We have to use the  
14 lower reservoir a lot. We're allowed to take seven  
15 million a day from it. Again, we're only doing seven  
16 million a day. We have a couple on-site wells.

17 MS. BAILEY: So we have the manpower to  
18 repair?

19 MR. MOYLE: Well --

20 MS. BAILEY: We would get it repaired,  
21 but the labor cost to send our guys out to repair,  
22 would that go back to contractors?

23 MR. MOYLE: Absolutely, because it was  
24 marked out, but if it's not marked out, it would be  
25 on us.

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1 MS. BAILEY: But it's marked out?

2 MR. MOYLE: It was marked out  
3 originally.

4 MR. WARD: Monthly bills is at  
5 resolution 9.a.

6 MR. SMITH: Move them.

7 MR. HILL: 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 Take a five-minute break.

19 (Closed Session from  
20 10:50 a.m. to 11:40 a.m.)

21 MR. WARD: We came out of Executive  
22 Session where we had a discussion on city  
23 development, recognizing that the citizens of  
24 Atlantic City have an ongoing petition drive with a  
25 rally. That would be held tomorrow at 1 p.m. in the

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1 city hall council chambers.

2 Labor counsel also discussed the  
3 ongoing correspondence between his office and the  
4 attorney representing the state with regard to labor,  
5 and it appears that the labor issue is at an impasse  
6 at this time. The unions will have some decisions to  
7 make with regard to their interests.

8 The Board has approved a resolution to  
9 extend the contract of Capehart Scatchard to the end  
10 of this year to December 31st. Solicitor and labor  
11 counsel will determine some further language to the  
12 resolution. The Board has also determined to pay  
13 Capehart Scatchard's outstanding invoice in the  
14 amount of \$21,502.25. And the Board has also  
15 determined to pay the unpaid invoices for Cammarano  
16 Layton as of December 2016, which total \$22,500, and  
17 that concluded the Executive Session.

18 MR. BOR: We have to convert that into  
19 a resolution.

20 MR. WARD: Yeah, so we have to vote on  
21 the two resolutions.

22 MR. BOR: Want them altogether?

23 MR. WARD: There would be a resolution  
24 on Capehart to extent and a resolution to pay his  
25 outstanding invoice.



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1 MR. BOR: Two separate resolutions.

2 MR. WEBER: I don't think it matters.

3 MR. SMITH: You can't combine them,  
4 whatever.

5 MR. WEBER: I don't think it makes any  
6 difference.

7 MR. WARD: Combine them.

8 MR. WEBER: Yes, we can combine them.

9 MR. WARD: It's one vote on the  
10 resolution.

11 MR. HILL: It's the same firm.

12 MR. WARD: To extend the contract of  
13 Capehart Scatchard to December 31, 2017 and to pay an  
14 outstanding invoice in the amount of \$21,502.25.

15 MR. SMITH: Move it.

16 MR. MCGETTIGAN: Second.

17 MR. BOR: Mr. Lea?

18 MR. LEA: Yes.

19 MR. BOR: Colanzi?

20 MR. COLANZI: Yes.

21 MR. BOR: McGettigan?

22 MR. MCGETTIGAN: Yes.

23 MR. BOR: Hill?

24 MR. HILL: Yes.

25 MR. BOR: Smith?

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1 MR. SMITH: Yes.

2 MR. BOR: Now is a separate one for the  
3 lobbyists.

4 MR. WEBER: We can do that.

5 MR. WARD: We now have a resolution to  
6 pay outstanding invoices for Cammarano Layton as of  
7 December 2016, which totals \$22,500.

8 MR. SMITH: Move it.

9 MR. MCGETTIGAN: Second.

10 MR. BOR: Mr. Lea?

11 MR. LEA: Yes.

12 MR. BOR: Colanzi?

13 MR. COLANZI: Yes.

14 MR. BOR: McGettigan?

15 MR. MCGETTIGAN: Yes.

16 MR. BOR: Hill?

17 MR. HILL: Yes.

18 MR. BOR: Smith?

19 MR. SMITH: Yes.

20 MR. WEBER: Just send me something.

21 MR. SMITH: Move for adjournment.

22 MR. MCGETTIGAN: Second.

23 (The meeting adjourned at 11:45 a.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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DATED: April 28, 2017

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