

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
BOARD OF DIRECTORS MEETING

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DATE: WEDNESDAY - September 19, 2018

COMMENCING AT 10:00 A.M

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

401 North Virginia Avenue

Atlantic City, New Jersey 08404

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1           Computer-aided transcript of the Board of  
2 Directors meeting, taken stenographically in the  
3 above-entitled matter before Gena M. Nardone.

4  
5 BOARD MEMBERS PRESENT:

- 6 Milton L. Smith, Chairman
- 7 Gary L. Hill, Vice Chairman/Secretary
- 8 William Lea, Board Member
- 9 Edward Colanzi, Board Member
- 10 Patricia Bailey, Board Member, Alt 1
- 11 William Cheatham, Board Member, Alt 2

12  
13 Also Present:

- 14 G. Bruce Ward, Executive Director  
Atlantic City Municipal Utilities Authority
- 15
- 16 Claude Smith, Deputy Executive Director  
Atlantic City Municipal Utilities Authority
- 17
- 18 Fred Bor  
Atlantic City Municipal Utilities Authority
- 19
- 20 Kelly Williams, Executive Secretary  
Atlantic City Municipal Utilities Authority
- 21
- 22 Anita Thepa  
Atlantic City Municipal Utilities Authority
- 23

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P R O C E E D I N G S

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MR. SMITH: Adequate notice of this meeting has been provided as required by law, by mailing to the press a list of the regular scheduled meeting of the Board of Directors, including the notice of the regular meeting scheduled September 19, 2018, at 401 North Virginia Avenue, Conference Room, Atlantic City, New Jersey.

A copy of said notice was sent to City Clerk to be posted. All of the aforesaid complies with Chapter 231 of the laws of 1975, known as the open public meeting laws.

Roll call.

MR. BOR: Mr. Cheatham.

MR. CHEATHAM: Present.

MR. BOR: Miss Bailey.

MS. BAILEY: Here.

MR. BOR: Mr. Lea.

MR. LEA: Here.

MR. BOR: Mr. Colanzi.

MR. COLANZI: Here.

1 MR. BOR: Hill.

2 MR. HILL: Here.

3 MR. BOR: Smith.

4 MR. SMITH: Yes.

5 MR. BOR: Quorum.

6 MR. SMITH: Okay. Let's have the  
7 salute to the flag, please.

8 (Whereupon the Pledge of Allegiance  
9 was recited.)

10 MR. BOR: You've now received the  
11 executive session minutes. Please review, so  
12 when we call for approval, we can have that  
13 included. So why don't we pass on number four,  
14 Bruce, for a few minutes while the board  
15 members review the executive session minutes.  
16 Then we'll go back to number four.

17 MR. WARD: Any additions or  
18 corrections to the minutes, ladies and  
19 gentlemen?

20 MR. BOR: Hearing none, is there a  
21 motion to approve regular and executive session  
22 minutes?

23 MR. HILL: I'll make a motion to  
24 approve both.

1 MR. SMITH: Second.

2 MR. BOR: Mr. Lea.

3 MR. LEA: Yes.

4 MR. BOR: Colanzi.

5 MR. COLANZI: Yes.

6 MR. BOR: Hill.

7 MR. HILL: Yes.

8 MR. BOR: Smith.

9 MR. SMITH: Yes.

10 MR. BOR: Minutes are approved.

11 MR. WARD: Good morning, Mr. Chairman,  
12 if it's your pleasure, I'd approve of going to  
13 9b, the abatements necessary to appear. If  
14 these people are here, we can let them get out  
15 because they are part of our schedule. And we  
16 will have other guests as I indicate and then  
17 we will go back to the other guests.

18 MR. SMITH: That's fine.

19 MR. WARD: Do we have a representative  
20 for 715 North Michigan Avenue?

21 For 4007 Ventnor Avenue?

22 MR. HUYNH: Yes.

23 MR. WARD: This would be resolution  
24 number 9b(2) for Tina Hoang. Your name, sir,

1 for the record?

2 MR. HUYNH: Can, C-a-n, last name  
3 Huynn, H-u-y-n-n.

4 MR. WARD: Sir, for this property  
5 located at 4007 Ventnor Avenue, did you  
6 experience water main leaks?

7 MR. HUYNH: Yes, sir.

8 MR. WARD: Did you have a plumber?

9 MR. HUYNH: Yes.

10 MR. WARD: And the plumber found the  
11 leak and corrected it?

12 MR. HUYNH: Yes, sir.

13 MR. WARD: Is this your first request  
14 for an abatement to this Authority, sir?

15 MR. HUYNH: Yes, sir.

16 MR. WARD: Okay. Questions from the  
17 board?

18 MR. HILL: I'll move it.

19 MR. SMITH: Second.

20 MR. BOR: Mr. Lea.

21 MR. LEA: Yes.

22 MR. BOR: Colanzi.

23 MR. COLANZI: Yes.

24 MR. BOR: Hill.

1 MR. HILL: Yes.

2 MR. BOR: Smith.

3 MR. SMITH: Yes.

4 MR. WARD: Sir, your abatement is for  
5 \$1,115.88. And either a credit or an  
6 adjustment to your bill will be made. So you  
7 can speak to customer service. Your abatement  
8 is approved.

9 MR. HUYNH: How much?

10 MR. WARD: \$1,115.88.

11 MR. HUYNH: We have a bill here for  
12 eight hundred something.

13 MR. WARD: What you'll get is an  
14 adjustment to your bill in the amount of  
15 \$1,115.88.

16 THE WITNESS: I got it.

17 MR. WARD: There will be  
18 correspondence coming to your address. Okay?

19 MR. HUYNH: Yes, sir.

20 MR. WARD: Thank you.

21 Is there anyone here for 103 North Columbia  
22 Avenue?

23 34 North Bellevue? Okay.

24 That, at this time, completes the present

1 persons for abatements necessary.

2 So next we can go to members of the public.

3 The first person that wishes to speak to the  
4 board?

5 MR. CONTE: I'm Nicholas Conte. I was  
6 a manager at the 208 Chalfonte Avenue in  
7 Atlantic City. We received a bill for \$10,000  
8 for a property that really normally uses \$300 a  
9 year in water. And the problem is that the  
10 bill we received for ten thousand dollars is  
11 just, to me, very, very extreme. I was the  
12 project manager, and I checked the properties  
13 every single week. Reason being is because the  
14 tenants pay for the water bill. And any time  
15 there's a problem, the tenants call me  
16 immediately. So to have a water bill for ten  
17 thousand dollars for a property that normally  
18 is three hundred dollars a year is just -- in  
19 my opinion, from my experience, being in  
20 property management, there had to be something  
21 wrong with that particular meter. It went off  
22 and went back on. The amount is just  
23 unbelievable.

24 MR. HILL: Did you notify the



1 Authority?

2 THE WITNESS: Yeah, I spoke to people  
3 here at the Authority a couple times about it.  
4 I was supposed to have a meeting but I had got  
5 food poisoning. So I couldn't make that one.  
6 I'm coming in today to try to rectify this  
7 problem.

8 MR. WARD: Mr. Conte contacted me, as  
9 well as council president acting on his behalf.  
10 And we had our technician check the meter. The  
11 meter is verified. The meter was working  
12 properly. I spoke to Mr. Conte and asked  
13 Mr. Conte whether there was a leak at the  
14 property. Mr. Conte indicated there was no  
15 leak. Secondly, I asked Mr. Conte who was  
16 residing in the property. Mr. Conte indicated  
17 that it was a grandmother and children. And I  
18 indicated to Mr. Conte, perhaps the grandmother  
19 could not supervise the children and maybe the  
20 children left the water on for three months.  
21 How do we know? But we do know that the water  
22 use at that property is verified.

23 So now, as I understand, your principal has  
24 entered into a contract for sale. And we notified

1 the title company, prior to the closing, of the  
2 bill. And the title company, perhaps through your  
3 principal's request, has held the dollars in  
4 escrow. At our level, the only thing we have to do  
5 is go after the title company for release of the  
6 money that is owed to us because it is verified  
7 that that amount of water came through that meter  
8 and that meter is acting and working properly.

9 MR. CONTE: Again, in my opinion, I've  
10 been a project manager in Atlantic City for  
11 close to 40 years. And I've managed a lot of  
12 properties. I mean, if you look at a bill  
13 that's \$300 a year and then all of a sudden you  
14 see ten thousand, I mean ten thousand dollars,  
15 that whole street should have been flooded.

16 MR. WARD: Well, at this point you can  
17 also verify that a sewer bill, which will come  
18 in later, will verify from our use. So, I  
19 mean, the only thing I can say is that we work  
20 with a system. And I understand you have  
21 experience as a property manager, but we work  
22 with a system of calibrated meters that are  
23 able to record the exact gallonage and square  
24 footage of water that's used. I don't know

1           what occurred in that property. I think if you  
2           were the property manager and you have tenants,  
3           you don't know what occurred in that property.

4                   MR. CONTE: But if the tenant knows  
5           that they have to pay that water bill, they are  
6           very careful people. These people are Section  
7           8 people. They don't abuse the product. A lot  
8           of them don't turn on their air conditioning  
9           because they can't afford it. So I don't think  
10          that any responsible person that's been paying  
11          a bill, fifty-one dollars, all of a sudden uses  
12          ten thousand dollars worth of water. They've  
13          been there for three years and their bill was  
14          the same for two and a half -- almost, what, 30  
15          months, their bill has always been fifty-one  
16          dollars. So you can't, at this time, say,  
17          well, they made the water run. To me, they are  
18          a family. They pay the water bill and they are  
19          very responsible. We had, at the time, 16  
20          tenants. So, I mean, you can't say that they  
21          are inconsiderate and left the water running,  
22          to me doesn't make any sense.

23                   MR. WARD: No, I am not saying they  
24          are inconsiderate. I'm only saying that the

1 meter is accurate.

2 THE WITNESS: The meters have been  
3 known to go out of whack. Sometimes if a car  
4 parks on it or drives over the meters, in my  
5 experience over years, it has happened.

6 JACKIE: I'm sorry. Look at all the  
7 past history of it. You see --

8 MR. WARD: Can you say your name for  
9 the record?

10 JACKIE: Jackie.

11 MR. WARD: How are you affiliated with  
12 this property?

13 MR. CONTE: She purchased it. Their  
14 company purchased from us.

15 JACKIE: I'm the new property manager  
16 now.

17 MR. CONTE: She's the manager now.  
18 We're just trying to resolve my problem, not  
19 her problem. So my problem is that --

20 MR. BOR: Excuse me. Can I ask a  
21 question? I'm the Solicitor.

22 MR. CONTE: Okay.

23 MR. BOR: Who, at the moment, as we  
24 sit here and speak, the owner of the property

1 is who?

2 MR. CONTE: Pan Quinn (phonetic).

3 JACKIE: The current owner is Pan  
4 Quinn, the new owner.

5 MR. BOR: Okay. I see on the  
6 settlement sheet, it's out of Cupertino,  
7 California. Do you have a local address?

8 JACKIE: Correct. That's the new  
9 owner's address.

10 MR. BOR: I thought you were the new  
11 owner.

12 JACKIE: I'm the property manager.

13 MR. CONTE: No, she's the agent.

14 MR. BOR: For the new owner. So who  
15 do you represent, sir?

16 MR. CONTE: I represent the previous  
17 owner, where the bill was sent to. It was sent  
18 to us.

19 MR. BOR: Are you here speaking on  
20 behalf of the previous owner?

21 MR. CONTE: Correct, because that's  
22 where the money's being escrowed.

23 MR. BOR: Okay. As far as the  
24 property investment group, what is that? Who

1 owns that?

2 MR. CONTE: That's Mr. Matt Sukai  
3 (phonetic). That was under the Atlantic City  
4 Property Investment, LLC. They are out of New  
5 York.

6 MR. BOR: You went to settlement on  
7 this property?

8 MR. CONTE: Correct.

9 MR. BOR: Do you remember when?

10 JACKIE: August 16.

11 MR. BOR: I'm speaking to the  
12 gentleman now.

13 MR. CONTE: She knows the dates. I  
14 don't know the dates.

15 MR. BOR: You were aware and the title  
16 company was made aware of the open bill for  
17 approximately \$11,000 --

18 MR. CONTE: Correct.

19 MR. BOR: -- prior to settlement. Why  
20 didn't you appear?

21 MR. CONTE: I tried to appear. One  
22 time I got sick. I had food poisoning. In  
23 between all of that -- I'm in between a lot of  
24 things, but to me it's just -- look, you

1 gentlemen know the water. You know the  
2 systems. And to have a ten thousand dollar  
3 water bill for one month is just, to me, is  
4 just unbelievable and nobody noticed it? The  
5 tenant didn't notice it? And the bill -- she's  
6 been paying the bill. The tenant's been paying  
7 the bill for three years. She knows if there's  
8 a water leak, she's going to pay. And most of  
9 the tenants there are Section 8 tenants. They  
10 are very frugal.

11 MR. BOR: Well, Mr. Ward tells me that  
12 our system confirmed.

13 MR. CONTE: Well, your system is  
14 sometimes faulty too. Nothing is 100 percent.  
15 And if anybody with any commonsense would say,  
16 God, a ten thousand dollar water bill on a home  
17 is just -- the numbers just don't match up. So  
18 it had to be the meter. That's my argument. A  
19 person just doesn't use ten thousand dollars in  
20 water. You'd have to fill up 17 swimming  
21 pools.

22 MS. THEPA: It is a very big leak. We  
23 did research. We did notify you a couple  
24 times. We sent you leak letters. You had

1           talked to a representative here and she --  
2           probably in March or something --

3                   MR. CONTE:    Correct.

4                   MS. THEPA:    And you were supposed to  
5           come to the board meeting, but you didn't show  
6           up.

7                   MR. CONTE:    That has no relevance  
8           whether I showed up or didn't show up.    The  
9           point of the matter is I'm here today.    We're  
10          going to resolve the problem today, not I  
11          didn't show up six months ago.    If anybody in  
12          this room could tell me you used ten thousand  
13          dollars worth of water in three days to me is  
14          crazy.    I go to the properties every single  
15          week.

16                   MS. THEPA:    Our system --

17                   MR. SMITH:    Slow down.

18                   MS. THEPA:    I already said, it is a  
19          very big leak.    And it's not like it's in the  
20          wintertime -- it was in the wintertime when  
21          lots of people had a leak.    That was a very big  
22          leak.    We have provided you the paper.    I'm not  
23          sure whether you or somebody but we did  
24          provide --



1 MR. CONTE: Who said it's a very big  
2 leak?

3 MS. THEPA: Our meter department.

4 MR. CONTE: Did they take pictures of  
5 the very big leak?

6 MS. THEPA: Yes.

7 MR. CONTE: They did? Where's the  
8 photos? I was there. I didn't see a very big  
9 leak. I go to them properties every single  
10 week, without doubt. I'm there. I maintain  
11 them. We keep them in excellent condition. We  
12 don't abuse the properties. You can eat off  
13 the floors. We have great tenants. And a  
14 tenant that pays their water bill is not going  
15 to abuse the problem. They just don't.  
16 They're not that kind of people. Ten thousand  
17 dollars worth of water --

18 MR. BOR: Mr. Conte, have you had a  
19 plumber investigate?

20 MR. CONTE: I'm a builder.

21 MR. BOR: A plumber?

22 MR. CONTE: I'm a plumber. I'm an  
23 electrician, yes.

24 MR. BOR: Well, all I can say on

1           behalf of the board, I'm their legal advisor,  
2           is there's an \$11,000 bill being held in escrow  
3           by the title company. And our folks tell us  
4           the bill is accurate. So there's only one or  
5           two alternatives that are going to happen.  
6           Either you, on behalf of the previous owner,  
7           pay the bill or else, unfortunately, there may  
8           have to be litigation, which would include both  
9           you and the new owners. So if you're  
10          suggesting that there's an \$11,000 bill, but  
11          you owe \$300, I don't think the board is going  
12          to fly with that. So if you want to make a  
13          good faith --

14                   MR. CONTE: So if your meter is  
15          faulty, you want to hold us liable --

16                   MR. BOR: We have no information that  
17          our meter is faulty.

18                   MR. CONTE: Yeah, but it happens to  
19          your meters. Over the years, I've seen it.  
20          It's not that it's not unusual. These people  
21          are reasonable people. Come on. Ten thousand  
22          dollars worth of water and nobody seen a drop?  
23          It's impossible. They tell me when they got a  
24          leak on the faucet. Now you're talking ten

1           thousand dollars worth of water.

2                   Anybody here have to say anything? I mean, do  
3 you live in Atlantic City?

4                   MS. BAILEY: Uh-huh.

5                   MR. HILL: Yeah.

6                   MR. CONTE: Does that sound  
7 astronomical to someone, a single family home,  
8 ten thousand dollars worth of water and nobody  
9 seen it?

10                   MR. HILL: But, sir, we have to go on  
11 the information that we have.

12                   MR. CONTE: Yeah, but that doesn't  
13 always fly neither. You understand?

14                   MR. HILL: We represent all of the  
15 people in Atlantic City, not just one property  
16 owner.

17                   MR. CONTE: I know. I know.

18                   MR. HILL: I mean, I'm a property  
19 owner, too, but it's everybody.

20                   MR. CONTE: If this happened to you  
21 and you go there every week and then you're  
22 telling me that your meter is correct, but if  
23 this happened to you, how would you feel, if  
24 you got a ten thousand dollar water bill in

1 your house? And you didn't see a leak.

2 MR. SMITH: Listen, I sympathize with  
3 you because it doesn't sound right.

4 MR. HILL: It doesn't sound right.

5 MR. SMITH: But we'll do our due  
6 diligence and investigate it and find out where  
7 you want to go with it. Who gets this \$11,000?  
8 Is this money that comes to the water company?

9 MS. BAILEY: Water.

10 MR. HILL: The water. That's what's  
11 due.

12 MR. SMITH: That's due us?

13 MR. BOR: It's due us. The gentleman  
14 or his representatives went to settlement on  
15 the property. The sewer bill is paid, I might  
16 add. There was no objection to that. When it  
17 came to the water bill, someone at the  
18 settlement table on behalf of your former boss  
19 or perhaps you, ma'am, he said, we're not  
20 paying the water bill.

21 MR. CONTE: He's still is my boss. He  
22 still has a lot of properties.

23 MR. SMITH: How much was the sewer  
24 bill?

1                   MR. CONTE: I don't remember. I don't  
2                   have the numbers.

3                   MR. SMITH: Approximate you don't  
4                   have?

5                   MR. CONTE: I don't remember it, no,  
6                   because there's ten properties involved. So I  
7                   really didn't look into that fact but, I mean,  
8                   it's just -- ten thousand dollars worth of  
9                   water --

10                  MR. SMITH: Something doesn't seem  
11                  right to me either.

12                  MR. CONTE: In my experience, again,  
13                  I'm not saying your people aren't qualified.  
14                  They are well qualified because I know a lot of  
15                  them, because I meet them all the time. The  
16                  meter -- something had to have happened to that  
17                  meter to give us a ten thousand dollar bill,  
18                  for a house that only uses three hundred a  
19                  year.

20                  MS. THEPA: We did investigate it, you  
21                  know. That's what, you know, like Mr. Ward  
22                  said, we tested the meter. It looks okay.

23                  MR. CONTE: Did your investigator see  
24                  any water at all? Did they physically take

1 pictures of water? Did they physically take a  
2 picture of a pipe that was busted and water was  
3 gushing out?

4 MS. THEPA: I also told -- I called  
5 the new owner and the usage -- even the current  
6 usage looks like it's a high usage still. So I  
7 don't know --

8 MR. CONTE: It's been vacant. How can  
9 it be high usage?

10 MS. THEPA: It's not shut off.

11 MR. CONTE: The water's on now but the  
12 water was shut off.

13 MS. THEPA: It was not.

14 MR. CONTE: They shut it off at the  
15 meter. When they seen we had a ten thousand  
16 dollar water bill, they shut it off.

17 MS. THEPA: Because somebody came to  
18 here and then didn't we turn back on the water,  
19 Bruce?

20 MR. CONTE: Correct, because it was  
21 vacant --

22 THE COURT REPORTER: One at a time.

23 MR. CONTE: So they turned the water  
24 back on for us for that particular tenant, but

1 the water had been shut off prior to then,  
2 until the new tenant came in, which is  
3 recently. The new tenant just moved in. So  
4 your facts aren't true, what you're telling me.

5 MS. THEPA: Once we shut off the  
6 property, but then you guys came with the  
7 problem. And we turned it back on again.

8 MR. CONTE: You turned it back on  
9 because of the new tenant.

10 MS. THEPA: We didn't shut it off for  
11 a long period of time. We probably shut it off  
12 for one or two days.

13 MR. CONTE: No, no, no. Your  
14 information is totally wrong.

15 MS. THEPA: Yes. And then the day we  
16 shut it off again was for nonpayment. Then  
17 water was contacted by somebody. So we turned  
18 it back on again.

19 THE COURT REPORTER: Excuse me, I  
20 can't hear.

21 MR. CONTE: This is a ten thousand  
22 dollar water bill with a house that only  
23 normally uses three hundred. They went out  
24 there. They are telling me they took

1            photographs.  If they show me the photographs  
2            of a broken pipe and water all over the place,  
3            I'd understand.  We'd pay the ten thousand.  
4            I'm out in them buildings, again, I don't want  
5            to keep repeating it, every single week.  I  
6            maintain them.  And there was no water that can  
7            warrant ten thousand dollars.  I mean, you  
8            people are --

9                            MR. COLANZI:  You paid the sewer bill?

10                           MR. CONTE:  I believe we did, yes.

11                           MR. COLANZI:  How much was it?

12                           MR. CONTE:  I don't know.

13                           MR. COLANZI:  Was it ten thousand  
14            dollars?

15                           MR. CONTE:  No.

16                           MR. COLANZI:  Did they charge you any  
17            excess?

18                           MR. CONTE:  I don't know.

19                           MS. THEPA:  They don't charge until  
20            next year.  He won't see it.  For this kind of  
21            use, he will see it next year.

22                           MR. CONTE:  It should be in the  
23            settlement sheet.  They are not going to wait  
24            til next year.



1 MS. THEPA: I'm saying, for this kind  
2 of usage, you will see next year.

3 MR. CONTE: How could they do that?  
4 If you're selling a property, the settlement  
5 company wants to get paid in full.

6 MS. THEPA: No, I'm talking about the  
7 sewer -- whatever you pay on the sewer is based  
8 on the normal usage. So since we billed the  
9 ten thousand, so the next year sewer will be --

10 MR. CONTE: The title company won't  
11 allow that.

12 MS. THEPA: I'm talking for the next  
13 year.

14 MR. CONTE: The title company doesn't  
15 do that, ma'am. She's not going to let you  
16 sell a property and then next year you're going  
17 to be billed for the water --

18 THE COURT REPORTER: I can't hear.

19 MR. CONTE: The title the company --

20 MR. SMITH: Slow down, please. This  
21 is not going to get solved today. We're going  
22 to have to let the Solicitor, he can deal with  
23 the legalities. Because it seems like our  
24 people believe that you owe us \$11,000,

1           \$10,000. So maybe you better go to court and  
2           get it adjudicated there. That's the only  
3           thing I can suggest you do. Although I feel  
4           that there's something wrong here. In a  
5           three-month time you don't get a ten thousand  
6           dollar bill in three months, when you're  
7           usually paying 300 a year. That's the part I  
8           can't understand with the leak. I can't  
9           understand it.

10                   MR. WARD: It may not even be a leak.  
11           That's my point. My point is, when I talked to  
12           him, he said that there was a grandmother and  
13           kids. Now, if the kids left the water on for  
14           three months, you can run a spigot for three  
15           months and get ten thousand dollars.

16                   MR. CONTE: Yeah, but it wasn't a  
17           three-month span. You record where the spike  
18           was. It wasn't a three-month spike. It was a  
19           short period of time that showed the spike in  
20           the meter. It's not that the water was running  
21           for three months. Your statements are all  
22           wrong.

23                   MR. SMITH: What do you suggest we do  
24           here?

1 MS. BAILEY: Can we talk about this as  
2 a group, because we all live in Atlantic City?  
3 Can we talk about it and get back to you? We  
4 can't resolve it with other people standing  
5 here.

6 MR. CONTE: Yeah, I appreciate it.  
7 They have my name and number. You get back to  
8 me. I apologize. I get so excited, but it's  
9 just mind boggling, a ten thousand dollar water  
10 bill.

11 MS. BAILEY: We'll discuss it in  
12 session and we'll get back to you.

13 MR. CONTE: I appreciate it.

14 MR. WARD: If I can't rely on the  
15 meters, I don't have anything else to rely on.  
16 Once the meters are verified, I don't have  
17 anything else. Do you understand? If I can't  
18 rely on the meters that are verified, I don't  
19 have anything else.

20 JACKIE: Can I have a copy of this  
21 one? Because I am the new owner. Am I allowed  
22 to speak a word?

23 MR. BOR: I think we've heard enough  
24 at this point. The board will review the

1 situation. Thank you.

2 Next. Can you give your name to the  
3 record, please?

4 MR. AMIN: Dr. Mohammed Amin. I came  
5 on behalf of our nonprofit charitable  
6 organization at 2426 Atlantic Avenue. We own  
7 this house since 2011. And this house -- House  
8 of God, prayer house, more than five hundred  
9 people used to pray every week and taking  
10 shower, washing, but there was no water  
11 separate line. The owner, he was giving us  
12 sub-meter and every three months, \$1300, \$1400  
13 for a charitable organization. And then  
14 suddenly two times they shut down the water,  
15 turn off the water line. And while she passed,  
16 they were fixing problems. Then we came and we  
17 requested our respected Mr. Ward. And we do  
18 appreciate and God bless him. He took  
19 initiated and then water line separation. We  
20 got this paper from this outfit. And this bill  
21 is -- separation charge is \$9,153. So this is  
22 a nonprofit organization. This depends on  
23 charity. So on behalf of this nonprofit  
24 charity organization, we humbly request all of

1           you board of directors to reduce this thing, so  
2           that we will be able to make separate line and  
3           we may worship God. And God bless all of you.  
4           Thank you very much. This is our humble  
5           request to all of you, to make this thing in  
6           our capability. Thank you very much.

7                       MR. WARD: If I can go over what the  
8           circumstance is. I was contacted by members of  
9           the mosque, which is located on Atlantic  
10          Avenue, near California -- near Florida. And  
11          apparently the mosque is, what I believe,  
12          historically part of an older theater, which  
13          has an entrance off of Atlantic Avenue, but it  
14          never had its own water service. So water  
15          service was provided by an adjacent storefront.  
16          And the mosque had a former agreement with the  
17          adjacent storefront to be billed for the water  
18          that came through the sub-meter into the  
19          mosque. I went down. We investigated. We  
20          looked. And I asked the question as to whether  
21          or not they could continue that relationship.  
22          The mosque indicated that the adjacent owner  
23          wanted to terminate that arrangement. So I  
24          said the only other option is to have a lateral

1 and a separate service brought into the mosque.  
2 We sent Kevin Jordan, our distribution manager,  
3 to the property. He did all of the  
4 measurements. He looked for the closest  
5 lateral that we could connect. And what we  
6 have now is a new connection fee contract,  
7 which we've presented to the mosque. I also  
8 indicated to the mosque that the connection  
9 fees are part of our rules and regulations for  
10 every new connection coming on in the City, and  
11 that we would give them the opportunity to pay  
12 that over a 12-month period at no interest. So  
13 I think that's, you know, my understanding.  
14 And if that's satisfactory, we will, you know,  
15 go ahead and get you guys started and get our  
16 contractors out there. And you could, you  
17 know, work out a payment arrangement with us,  
18 where you're paying it over a 12-month period.

19 MS. AMIN: Yes, sir. This is \$9,153,  
20 but this is a nonprofit organization. We, on  
21 behalf of this organization, this is prayer  
22 house, we do request humbly to you, if it is  
23 less than this, if you can do that, we can  
24 monthly pay it.

1                   MR. WARD: The rate that we are  
2                   extending to you is, in fact, a residential  
3                   rate. So you are getting the cheapest rate for  
4                   your water service than any customer in the  
5                   city --

6                   MR. AMIN: Thank you.

7                   MR. WARD: -- as a nonprofit, but we  
8                   have to treat you fairly as we do the Baptist  
9                   church, the Catholic church, as we do every  
10                  nonprofit organization. We have to treat you  
11                  fairly. We can't treat you differently. We  
12                  have to treat you fairly. We cannot  
13                  discriminate against any customer.

14                 MR. AMIN: If you can allow me, this  
15                 is not discrimination talk. We just wonder if  
16                 any possible for -- because that line from the  
17                 street to mosque around maybe a hundred feet  
18                 away. So, I believe, the mosque people have to  
19                 do from hundred feet to this expense but the  
20                 city, what I would think, is nine thousand  
21                 dollars on the street. This is my opinion, if  
22                 possible, but I'm not asking for anything  
23                 different. If it can possible, only just the  
24                 water department for the water to the meter, if

1           it can free, then it would be okay.

2                   MR. WARD: We can't get you closer to  
3           the main. So we looked to get you from  
4           Atlantic Avenue. We looked to get you from  
5           Florida Avenue. We tried to find the closest  
6           main to serve you and we did. We found the  
7           closest main to serve you. Because, as you  
8           know, your property is a setback. That's a  
9           setback off of the front of the street but, you  
10          know, these are the rates and the rules that  
11          are published, that all of our customers are  
12          subject to.

13                   MR. AMIN: That's fine.

14                   MR. WARD: We have done everything we  
15          can to give you guys the service that you need.

16                   MR. AMIN: All right.

17                   MR. WARD: Thank you.

18                   MR. AMIN: We have our trustee  
19          chairman and president. We came here just to  
20          request you humbly. This is our humble -- this  
21          is not obligatory, if it is possible, then you  
22          can consider.

23                   MR. HILL: But you do understand that  
24          we will give you a payment plan without



1 interest in this situation?

2 MR. AMIN: Yes.

3 MR. HILL: Because it is what it is.  
4 It's a good try.

5 MR. AMIN: I tried. This is for the  
6 people because every Friday we have five  
7 hundred to a thousand people.

8 MR. HILL: I understand.

9 MR. AMIN: Mr. Bruce (phonetic), he's  
10 really bad to them because then they come to me  
11 and then one day I have to talk to him. This  
12 is very appreciated. Thank you everybody else.

13 MS. BAILEY: You're welcome.

14 MR. AMIN: On behalf our mosque we do  
15 appreciate all of you. And we thank you very  
16 much.

17 MR. HILL: Thank you very much,  
18 gentlemen.

19 MR. AMIN: Good bless you.

20 MS. BAILEY: Thank you.

21 MR. WARD: I'm going to give a little  
22 bit of an executive directors report. We  
23 received a notice from the MBCA of its annual  
24 anniversary installation awards gala, which

1 will be held Wednesday, October the 24th,  
2 celebrating and saluting the Gateway project.  
3 So members of the board, if you are interested  
4 in going, please give Kelly or Bruce Ward  
5 notice that you're interested in going. So  
6 that we can make arrangements with the MBCA.

7 MS. BAILEY: What was the date?

8 MR. WARD: 24th of October.

9 MR. HILL: At Ocean Resort.

10 MR. WARD: We have a thank you card  
11 from Mr. Dale Archie. Dale Archie suffered two  
12 tragedies in a very short period of time, the  
13 loss of his mother and the sickness of his  
14 wife. And he thanked us for our expressions of  
15 concern.

16 As I was speaking with the Chairman earlier, I  
17 intentionally did not have the ceiling tiles  
18 removed because I wanted the board to see the  
19 condition that we have in terms of water intrusion.  
20 And we have now a representative, Mr. Robert  
21 Genuski (phonetic). He's an architect, his  
22 specialty is building envelopes. So we're going to  
23 have this architect come here next week. He's  
24 going to give us a proposal to do an assessment,

1           which will provide bid documents for how do we  
2           repair the roof and also the exterior skin of the  
3           building because there's also water intrusion  
4           coming in from the exterior skin. Subsequent to  
5           that, we are going to have to review the insulation  
6           on the air conditioning piping because we have a  
7           condensation issue when the air conditioner is on  
8           during hot and humid months, the condensation drips  
9           down also and impacts the workspace.

10           I did a substance abuse training for half of  
11           the staff. I have to get over to the plant and  
12           some of the other staff that was not here. We want  
13           to make certain that we are up-to-date on issues  
14           coming down the pike in terms of cannabis use and  
15           new laws that are effecting us.

16           We also had a meeting with our engineering  
17           firm for the asset management program. And the  
18           asset management responsibilities have to have  
19           substantial progress by April of 2019. So under  
20           the lead of Claude and Crystal, we were able to set  
21           up a structure going forward. So that we can come  
22           as far along into compliance. And PS&S indicates  
23           that we're probably ahead of the game because there  
24           are other authorities that are playing catch up.

1 So we're trying to get ahead of that.

2 I did talk about the roof. We did talk about  
3 Chalfonte Avenue. And I also have the contract  
4 which has been approved by Solicitor for shared  
5 services with the CRDA. And they have been  
6 painting fire hydrants for us in the tourism zone.

7 And that completes the executive directors  
8 report. So now we have your correspondence which  
9 will include personnel committee, engineering,  
10 financial reports, shut offs.

11 Any questions on any of those documents?  
12 Okay.

13 Let's proceed to our resolutions. We have  
14 resolution 8a(1). This is to resolve -- to move  
15 our board meeting for October to October the 22nd.

16 MR. SMITH: Is that the old business?

17 MR. WARD: Well, it's old business.

18 We did discuss it before and now we're putting  
19 it to a resolution.

20 MR. SMITH: You skipped director's  
21 forum, which is okay.

22 MR. WARD: Oh, I'm sorry. I asked if  
23 the directors had any questions. Director's  
24 forum.

1                   MR. SMITH: We have a problem -- well,  
2                   not a problem, but one of our directors is  
3                   pretty sick. And he's on the budget committee.  
4                   And I'd like to make a recommendation that we  
5                   put Miss Bailey, if she can attend his meetings  
6                   with Gary, in reference to the budget,  
7                   familiarize yourself. If you've got the time  
8                   to do it, you could be the alternate to  
9                   Gateway.

10                  MR. HILL: We usually do two meetings  
11                  at least.

12                  MS. BAILEY: Two meetings a month?

13                  MR. HILL: No, not a month. It's  
14                  usually one month and then the following month.

15                  MS. BAILEY: That's fine.

16                  MR. HILL: We're scheduled right now  
17                  the beginning of October, Anita, right?

18                  MS. THEPA: October 4.

19                  MR. HILL: If possible, if that works  
20                  for you.

21                  MS. BAILEY: Okay. What time do you  
22                  usually do it?

23                  MR. HILL: Ten.

24                  MS. WILLIAMS: Ten.

1 MS. BAILEY: Ten a.m. is fine.

2 MR. SMITH: We would like to extend  
3 our prayers to John's family, wishing he get a  
4 speedy recovery.

5 Any other director -- any other director have  
6 any comments? Okay. Bruce, moving on.

7 MR. WARD: 8a(1).

8 MR. HILL: This is to move the  
9 meeting. Yes, I'll move it.

10 MR. SMITH: Second it.

11 MR. BOR: Mr. Lea.

12 MR. COLANZI: Yes.

13 MR. BOR: Colanzi.

14 MR. COLANZI: Yes.

15 MR. BOR: Hill.

16 MR. HILL: Yes.

17 MR. BOR: Smith.

18 MR. SMITH: Yes.

19 MR. WARD: 9a(1), this will be  
20 contract services for the distribution yard.  
21 This was a night group.

22 MR. HILL: Night trouble person.

23 MR. WARD: That's security. And they  
24 go out and look at our plates out in the

1 street.

2 MR. HILL: Move it.

3 MR. COLANZI: Second it.

4 MR. BOR: Mr. Lea.

5 MR. LEA: Yes.

6 MR. BOR: Colanzi.

7 MR. COLANZI: Yes.

8 MR. BOR: Hill.

9 MR. HILL: Yes.

10 MR. BOR: Smith.

11 MR. SMITH: Hold on. Familiarize me  
12 with that, Bruce. I didn't understand what you  
13 were -- don't we have security?

14 MR. WARD: We go out every year for  
15 contract for bid.

16 MR. SMITH: That's what this is?

17 MR. WARD: Yes.

18 MR. SMITH: Okay. Yes. Move it.

19 MR. WARD: Abatements unnecessary to  
20 appear, which would be 8b(5), Koshland & Sons,  
21 41 Lighthouse Court.

22 MS. WILLIAMS: 9b(5).

23 MR. HILL: 9b(5). I'll move it.

24 MR. SMITH: Second.

1 MR. BOR: Mr. Lea.  
2 MR. LEA: Yes.  
3 MR. BOR: Colanzi.  
4 MR. COLANZI: Yes.  
5 MR. BOR: Hill.  
6 MR. HILL: Yes.  
7 MR. BOR: Smith.  
8 MR. SMITH: Yes.  
9 MR. BOR: Carries.  
10 MR. WARD: 9c(1), solicit bids for  
11 liquid sodium hypochlorite.  
12 MR. SMITH: Move it.  
13 MR. HILL: Second.  
14 MR. BOR: Mr. Lea.  
15 MR. LEA: Yes.  
16 MR. BOR: Colanzi.  
17 MR. COLANZI: Yes.  
18 MR. BOR: Hill.  
19 MR. HILL: Yes.  
20 MR. BOR: Smith.  
21 MR. SMITH: Yes.  
22 MR. BOR: Carries.  
23 MR. WARD: 9d(1), resolution, Imagine  
24 A Day Without Water. This is a national



1 campaign. It's more about the attempt to bring  
2 public notice to the value of water. And we'd  
3 like our Authority to join as well with most of  
4 the major cities in the country.

5 MR. BOR: I don't think we need a  
6 resolution.

7 MR. WARD: Well, this is the  
8 resolution that --

9 MR. HILL: -- in support of --

10 MR. WARD: -- in support of and we  
11 send it in to them and then they publicize the  
12 number of cities that are --

13 MR. HILL: I'll move it.

14 MR. COLANZI: Second.

15 MR. BOR: Mr. Lea.

16 MR. LEA: Yes.

17 MR. BOR: Colanzi.

18 MR. COLANZI: Yes.

19 MR. BOR: Hill.

20 MR. HILL: Yes.

21 MR. BOR: Smith.

22 MR. SMITH: Yes.

23 MS. BAILEY: Can I ask you a question?  
24 You probably know more about it. Is there any

1 way to embrace our children with this, a day  
2 without water? Do they do anything for  
3 schools?

4 MR. WARD: We are working with our  
5 community coordinator, Mr. Aaron Randolph, who  
6 is putting together his schedule for schools  
7 and also for community --

8 MS. BAILEY: -- civic groups.

9 MR. WARD: -- civic groups. So he's  
10 going to be coming and talking to civic groups  
11 and community groups on this.

12 MS. BAILEY: Okay. Thank you.

13 MR. WARD: We are at 9e(1). And this  
14 is an extension to the contract for additional  
15 work on the Route 30 Venice Canal bridge work.  
16 This is a good permit, mailings and so forth  
17 and so on from Buchart Horn.

18 MR. HILL: This is additional  
19 expenses, correct? This is a change from the  
20 contract?

21 MR. WARD: Yes.

22 MR. HILL: We spoke a little bit about  
23 this, didn't we?

24 MR. CLAUDE SMITH: We probably have.

1 MR. HILL: This is necessary to  
2 complete the project?

3 MR. CLAUDE SMITH: This is a permit  
4 that we definitely do need to complete.

5 MR. HILL: We need to do in order to  
6 complete it, right?

7 MR. CLAUDE SMITH: Correct. This is a  
8 permit that was not part of a conditional  
9 contract.

10 MR. SMITH: How much is it?

11 MR. CLAUDE SMITH: It's going to be  
12 \$6,790.

13 MR. SMITH: Move.

14 MR. HILL: Second.

15 MR. BOR: Mr. Lea.

16 MR. LEA: Yes.

17 MR. BOR: Colanzi.

18 MR. COLANZI: Yes.

19 MR. BOR: Hill.

20 MR. HILL: Yes.

21 MR. BOR: Smith.

22 MR. SMITH: Yes.

23 MR. WARD: Next is F, a leave of  
24 absence for Charles Jeffries, who is sorely

1 missed at this time. We hope that he's going  
2 to be recovering.

3 MS. BAILEY: Paid leave?

4 MR. WARD: Yes.

5 MR. SMITH: Does it need a vote?

6 MR. BOR: Yes.

7 MR. SMITH: Move it.

8 MR. HILL: Second.

9 MR. BOR: Mr. Lea.

10 MR. LEA: Yes.

11 MR. BOR: Colanzi.

12 MR. COLANZI: Yes.

13 MR. BOR: Hill.

14 MR. HILL: Yes.

15 MR. BOR: Smith.

16 MR. SMITH: Yes.

17 MR. WARD: Monthly bills, 10.

18 MR. SMITH: Move it.

19 MR. HILL: Second.

20 MR. BOR: Mr. Lea.

21 MR. LEA: Yes.

22 MR. BOR: Colanzi.

23 MR. COLANZI: Yes.

24 MR. BOR: Hill.

1 MR. HILL: Yes.

2 MR. BOR: Smith.

3 MR. SMITH: Yes.

4 MR. WARD: Five-minute stretch?

5 MR. SMITH: Yes.

6 MR. WARD: Is there a motion to move  
7 to executive session? Is there a motion and a  
8 second?

9 MR. SMITH: Yes.

10 MR. HILL: Second.

11 MR. BOR: Mr. Lea.

12 MR. LEA: Yes.

13 MR. BOR: Colanzi.

14 MR. COLANZI: Yes.

15 MR. BOR: Hill.

16 MR. HILL: Yes.

17 MR. BOR: Smith.

18 MR. SMITH: Yes. Let's take a  
19 five-minute break.

20 (Recess taken.)

21 MR. BOR: Back on. Is there a motion  
22 to return to regular session?

23 MR. SMITH: Yes.

24 MR. BOR: Is there a second?

1 MR. HILL: Second.

2 MR. BOR: Mr. Lea.

3 MR. LEA: Yes.

4 MR. BOR: Colanzi.

5 MR. COLANZI: Yes.

6 MR. BOR: Hill.

7 MR. HILL: Yes.

8 MR. BOR: Smith.

9 MR. SMITH: Yes.

10 MR. WARD: I don't have anything else  
11 on the agenda.

12 MR. BOR: Do we want to do that  
13 engineering study?

14 MR. HILL: We can make a resolution.

15 MR. WARD: That can go out to bid.

16 MR. HILL: Today is October.

17 MR. BOR: A resolution to put out for  
18 bid for --

19 MR. WARD: -- engineering services for  
20 evaluation --

21 MR. BOR: -- regulatory.

22 MR. WARD: -- evaluation of water  
23 treatment options.

24 MS. WILLIAMS: Evaluation of what?

1 I'm sorry.

2 MR. WARD: Water treatment  
3 regulations.

4 MR. HILL: And options or something.

5 MR. BOR: We like the word regulations  
6 better.

7 MR. HILL: I'll move that.

8 MR. BOR: Okay. Is there a second?

9 MR. COLANZI: I'll second.

10 MS. BAILEY: Bruce, you were saying  
11 about the pilot study?

12 MR. WARD: Mr. Smith --

13 MR. CLAUDE SMITH: Request for  
14 qualification and proposal for the pilot study.

15 MS. BAILEY: Pilot study.

16 MR. WARD: Request for qualifications  
17 proposal in pilot study.

18 MR. BOR: Well, we first need a second  
19 on the engineering --

20 MR. HILL: Is it the same project?

21 MR. CLAUDE SMITH: Yes, I'm just  
22 putting different words.

23 MR. HILL: Thank you. Let's go back.

24 MR. BOR: What's the motion for

1 exactly?

2 MR. HILL: To go out to bid for  
3 engineering services for treatment plant  
4 regulation/compliance and proposal for pilot  
5 study.

6 I'll move that.

7 MR. SMITH: Second.

8 MR. BOR: Mr. Lea.

9 MR. LEA: Yes.

10 MR. BOR: Colanzi.

11 MR. COLANZI: Yes.

12 MR. BOR: Hill.

13 MR. HILL: Yes.

14 MR. BOR: Smith.

15 MR. SMITH: Yes.

16 MR. WARD: Is there a motion to  
17 adjourn?

18 MR. SMITH: Yes.

19 MR. HILL: Second.

20 MR. BOR: Mr. Lea.

21 MR. LEA: Yes.

22 MR. BOR: Colanzi.

23 MR. COLANZI: Yes.

24 MR. BOR: Hill.



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MR. HILL: Yes.

MR. BOR: Smith.

MR. SMITH: Yes.

(Proceedings concluded at 11:45 a.m.)

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CERTIFICATION

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes, taken by me on the above-mentioned case and that this copy is a correct transcript of the same.

Gena Nardone

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