

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

Minutes of Regular Meeting

Thursday, January 16, 2014

The regular monthly meeting of the East Windsor Municipal Utilities Authority was held on Thursday, January 16, 2014 at the Administration Building on Wiltshire Drive and called to order by Chairperson Moore at 8:00 p.m.

The following Members were present:

Linda Moore  
Leonard Millner  
Marc Platizky  
William Lawler  
Michael Shifman

Absent: Marc Lippman  
Steve Kurs

Also present:

Edwin Schmierer, of Mason Griffin & Pierson  
David Klemm, of Hatch Mott MacDonald  
Ronald Ghrist, Finance Officer  
Richard Brand, Executive Director  
Clark Wolverton, Wastewater Superintendent  
Carlin Lovejoy, Water Superintendent  
Dolores Borosko, Board Secretary

Chairperson Moore requested that the Public Notice be read. The Board Secretary read the statement announcing that the notice and agenda of this meeting were mailed to the Windsor Heights Herald, Trenton Times and Trentonian on Friday, January 10, 2014. An agenda was posted on the official bulletin board of the Authority and delivered to the Township Clerk for posting on the bulletin board at the East Windsor Township Municipal Complex on January 10, 2014. Chairperson Moore then asked for a roll call after which she asked if any Members had an objection to holding this meeting as advertised. No one objected.

Chairperson Moore asked if anyone in the audience would like to make a comment on something which was not on tonight's agenda. No one responded and Chairperson Moore closed the public portion of the meeting.

Mr. Brand directed the Board's attention to the Risk Management Consultants Agreement (see attached) which was included in the meeting material. This agreement appoints Rue Insurance as the Authority's consultant in the JIF insurance program for one year. A motion to appoint Rue Insurance as Authority's consultant in the JIF Insurance Program was made by Mr.

Millner, seconded by Mr. Platizky. During a brief discussion Mr. Shifman questioned the termination clause in the agreement and Mr. Millner asked if JIF was still the best deal for the Authority. Mr. Brand responded that JIF has the lowest rates. There being no additional comments from the Board, Chairperson Moore had the roll called to accept motion made earlier by Mr. Millner. The vote to accept was unanimously carried.

Mr. Shifman asked if we provide notices to our customers during cold weather regarding steps to prevent broken water pipes. Mr. Brand responded that we do not send out mailings because of the cost of printing and postage but we do have information and tips on our website.

Mr. Platizky asked if we have a sign up program for residence to receive notifications via email or cell phone. Mr. Brand stated that currently we do not. Mr. Platizky added that we might want to give that some thought.

Mr. Platizky wanted to thank the Water Department for their quick response and the assistance given to a neighbor with a broken pipe.

Chairperson Moore requested a brief review of the problem with the duplication of billing notices to customers. Mr. Brand explained that the billing company had mistakenly sent duplicate bills to our Cycle A customers. Mr. Brand told the Board that our customers could not have been nicer. The customer response was wonderful. Chairperson Moore asked if we knew exactly what happened to cause the mix up. Mr. Brand explained that we electronically transmit two files to the billing company but just like a pdf file it is just numbers no wording to identify billing by cycle or month. The office had just transmitted the Cycle B billing information and what we believe occurred was that someone at the billing company mistakenly pulled the wrong file. Harris has apologized and is not charging us for the printing or the mailing of these bills. Mr. Lawler suggested that we modify bills to request email addresses and phone numbers for emergency notifications. Mr. Lawler's concern was that only those customers who came into the office would know what had happened. Mr. Lawler was told that not only did customers come into the office but that we had numerous phone calls and received several payments for the second billing in the mail. We told Mr. Lawler that each Cycle A payment that has been received has been checked for current balance. If there was a zero balance on the account and we had a phone number on record that customer was called and if we did not have phone number each payment was returned to the customer with a letter of explanation.

Mr. Millner made a motion to approve the Operating Bills of \$ 300,031.13; Payroll 12/25/13 of \$68,497.64 and Payroll of 01/08/14 of \$67,335.18. A seconded for the motion was made by Mr. Lawler and unanimously carried.

A motion was made by Mr. Shifman to accept the December Operating Report, seconded by Mr. Lawler and unanimously carried. Mr. Millner questioned how meetings went on security system and GPS. Mr. Brand responded that he was looking into the cost and options including the MUA purchasing the equipment and installing it ourselves. Mr. Brand added that he would get back to the Board with all the information and staff's recommendation. There being no additional comments for discussion Chairperson Moore took roll call vote which resulted in

unanimous approval.

Chairperson Moore requested a motion to approve the Development Report. Mr. Lawler made a motion, seconded by Mr. Shifman and carried with the following results: AYES: Mr. Platizky, Mr. Lawler, Mr. Shifman, Chairperson Moore; NOES: Mr. Millner. Chairperson Moore stated that the Board had requested that finished projects be removed from the report yet there are a couple closed projects were still on this report. Chairperson Moore also noted that some new projects were not included. The Chairperson requested Mr. Brand speak to Mr. Fryer about updating the Development Report. There was also brief discussion of McGraw Hill and Staples during which Mr. Brand informed the Board things were status quo for the moment with both McGraw Hill and Staples.

Mr. Platizky made a motion to accept the Finance Officer's Report, seconded by Mr. Shifman and unanimously carried. Mr. Ghrist informed the Board that the Authority had received notification from NJEIT that they are ready to close out the loans. So we should see the recalculation and lowering of debt service payments.

Mr. Millner made a motion to accept the Attorney's Report, seconded by Mr. Platizky and unanimously carried. Mr. Millner requested an update on litigation and Mr. Schmierer stated that they were still in discovery.

Mr. Shifman made a motion to approve the Engineer's Report, seconded by Mr. Lawler and unanimously carried.

There being no additional information to discuss Chairperson Moore adjourned the meeting.

Respectfully submitted,



Steven Kurs, Secretary

Model

*RISK MANAGEMENT CONSULTANT'S AGREEMENT*

*THIS AGREEMENT* entered into this 1st day of January 1, 2014, between the East Windsor M.U.A. (hereinafter referred to as AUTHORITY) and Rue Insurance (hereinafter referred to as the CONSULTANT).

*WHEREAS*, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services as required in the bylaws of the New Jersey Utility Municipal Joint Insurance Fund, and;

*WHEREAS*, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY at a meeting held January 16, 2014 and;

*NOW, THEREFORE*, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - a) Assist the AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
  - b) Assist the AUTHORITY in understanding the various coverages available from the New Jersey Utility Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c) Review with the AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the AUTHORITY's authorization, place such coverages outside the FUND.
  - d) Assist the AUTHORITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
  - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the AUTHORITY.
  - f) Review the AUTHORITY's assessment as prepared by the FUND and assist the AUTHORITY in the preparation of its annual insurance budget.
  - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) authority safety committee meeting per annum to promote the safety objectives and goals of the AUTHORITY and the FUND.

- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
  - i) Perform any other risk management related services required by the FUND's bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The CONSULTANT shall be paid by the AUTHORITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment.
  - b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
  - c) If the AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the AUTHORITY a fee at the rate of \_\_\_\_\_ per hour, in addition to actual expenses incurred.
3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

ATTEST:

Dolores M. Borosko

AUTHORITY:

Lynda L. Moore

ATTEST:

\_\_\_\_\_

CONSULTANT:

\_\_\_\_\_

Note: This sample has been promulgated by the MEL to assist members in preparing or negotiating agreements with their risk managers. It does not represent an official statement of MEL policy, nor is it an endorsement of any form or amount of compensation. Careful consideration at the local level should be given to determine how the document may be amended to meet a community's unique needs or desires. Prior to use, the sample should also be reviewed by the local attorney for form, consistency with local JIF bylaws, inclusion of affirmative action language, etc.