The Tisbury Board of Selectmen met in Executive Session on June 28, 2010 in the Tisbury Town Hall.

Present: Jeffrey C. Kristal, Chairman; Geoghan E. Coogan, Tristan R. Israel, Clerk; John R. Bugbee, Town Administrator and Aase M. Jones, Assistant to the Town Administrator.

Motion: To go into Executive Session for the purpose of discussing strategy with respect to real estate and contract negotiations, not to reconvene in Open Session. Seconded.

Voting: Mr. Coogan: Yes; Mr. Kristal: Yes; Mr. Israel: Yes.

Convened in Executive Session: 7:05 p.m. M/s/c.

Vineyard Nursing Association (VNA) Issue: was taken up first. The Selectmen discussed this issue at their meeting on May 31st, and agreed to seek a legal opinion if the Town could grant some of the nitrogen loading capacity of the Park & Ride Lot to be applied to serve the building on the property owned by Julie Robinson at Breakdown Lane and which the VNA is considering buying. With the additional nitrogen loading capacity from the Town’s Park & Ride Lot a septic system to serve the building could be installed and the sale move forward.

At the time of the last discussion the Board voted to seek legal counsel to see if this type of arrangement would constitute an easement, which would require Town meeting approval.

Mr. Bugbee reported that according to David Doneski this type of agreement regarding property rights require Town Meeting approval, adding that this is a mechanism through which the Robinson property would be able to have the required septic system for use by the VNA.

In other comments it was noted that the VNA is also pursuing purchase of 1.5 acres from the Martha's Vineyard Hospital Chief Of Police Dan Hanavan Employment Contract: was addressed next.

Chief Dan Hanavan was also present.

Town Administrator John Bugbee pointed out that under the terms of the present contract which expires June 30, 2011, a clause regarding renewal requires that either party within one month of the expiration date notify the other of its intention to negotiate and/or not renew the contract.

Mr. Bugbee noted that he sent a letter to the Chief regarding this matter on June 6, 2011, reporting the Town’s intention to renegotiate the terms of Mr. Hanavan’s contract, with negotiations to begin in Executive Session on June 14th.

Mr. Bugbee reported further that the Chief wants to stay on board and is comfortable on the level of the current Managerial and Professional Wage Scale, adding that he is not “stepped out” at this
point. Mr. Bugbee noted further that it is up to the Board whether to offer Chief Hanavan a contract.

Mr. Kristal suggested that the Board needs to look at a longer (than one year) contract for Dan Hanavan, and commented to the Chief that he should take this opportunity to flex a little more and use his ability to take charge.

Selectman Coogan concurred, suggesting that the Board think in terms of a two-year contract.

Selectman Kristal further suggested that the Chief needs to differentiate himself from the patrolmen.

Mr. Israel agreed to support a two-year contract with Dan Hanavan.

Town Administrator John Bugbee stated that he would draw up a contract to reflect the Chief’s correct step, and suggested that he could also include a provision that would address a scenario involving a merger or cooperation with Oak Bluffs Police Department.

The Board agreed that a vote would be taken at the next open session of the Board.

Fire Chief’s Position: was discussed briefly next.

Town Administrator John Bugbee reported that Chief Schilling wants a 3-year “personal services contract”, similar to that of the Town Administrator.

Mr. Israel commented that this would not go in the current economy.

Mr. Kristal stated that he wants to hear this request from the Chief himself.

Mr. Israel stated that he is not in favor of a 3-year personal services contract, noting that the Chief is doing a good job, but added that no one is indispensable, and then asked if the Chief has stated that he wants to become a full-time Chief with a 3-year personal services contract.

Mr. Coogan then stated that he would like the Chief to come before the Selectmen to present his “spiel”.

Mr. Kristal suggested that the Board listen to the Chief and then take his request under advisement.

General Union Negotiations Update: was provided by Selectman Kristal who is on the Town’s negotiating team. Mr. Kristal reported that the contract issues were settled earlier today and the provisions agreed to are to be typed up by the Union.

Mr. Kristal noted that the following changes are part of the negotiated “deal”:

- Three positions within the sanitation/rubbish collection department will be gone;
- Rubbish/trash pick-up will be privatized in September;
- LDO’s will remain;
- DPW Director will use temporary help during the transition period;
- Attrition will help fund the negotiated salary increases for general union employees;
- Union agreed instead to hold off on the Mark Morse Study implementation;
- Longevity will match that of M&P personnel;
- Wage increases agreed to as follows: 0% (FY2011), 2% (FY2012) and 2% (FY2013) over the 3-year period, with a total annual estimated cost of $46,450;
- A new step on the wage scale to be added, subject to funding by an Override Ballot Question at the next Town Election; not to become effective until after approved at the ballot and not to be retroactive, if approved.

Mr. Kristal commented that if the override does not pass, this will go back to the drawing board.

Early Retirement Offer: Mr. Bugbee reported that to date none of the eligible employees have come forward to accept the offer, adding that the current status of the economy is a factor as there are no jobs to go to if retiring.

MCAD Cases: was addressed briefly, Mr. Bugbee noting that those cases already filed are still outstanding with no apparent movement towards a hearing or resolution.

Motion for Adjournment: 7:35 p.m. M/s/c.

Respectfully submitted,

Geoghan E. Coogan, Chairman
Aase M. Jones, Asst. to Town Adm.

Tristan R. Israel
Jeffrey C. Kristal, Clerk