The Board of Selectmen met in Executive Session on July 26, 2011 in the Tisbury Senior Center.

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

Also Present: Finance Director Timothy W. McLean and DPW Director Fred LaPiana.

Motion: To adjourn to Executive Session to discuss strategy with respect to Tisbury Police Department Contract Negotiations and General Union Collective Bargaining, not to reconvene in Open Session. Seconded.

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

Convened in Executive Session: 6:00 p.m. M/s/c.

Negotiations w/Bruno’s re: Privatization of Trash Collection Service: was brought up for discussion by DPW Director Fred LaPiana, who in a memo dated June 14th, introduces the concept of privatizing the trash collection services by entering into an agreement with Bruno’s Rolloff, Inc. In a letter dated June 2, 2011 Bruno’s agrees to provide service for residential curbside and MSW service collection, using the Town’s current sticker program and current rates. These letters are hereby incorporated by reference.

Mr. LaPiana reported that the DPW Commissioners have discussed this proposal from Bruno’s and wants to move forward with implementation, adding that since the privatization issue is coupled with and involves union personnel, this matter would have to be introduced in the ongoing union negotiations.

Mr. LaPiana pointed out that the estimated savings for the Town of $135,000/year would fund union raises in the next period of the contract.

Mr. McLean noted that the Union has technically ratified the proposed terms of the contract.

At this point Town Administrator John Bugbee reported that Laura Barbera in an e-mail informed him that the union is balking at the funding mechanism and that the negotiators need to reconvene to discuss this further.

Mr. Israel questioned why the Union is ratifying the terms of the contract while the Selectmen have not done so.

Mr. Kristal, who is on the Town negotiating team commented that Laura Barbera is trying to push this through as she is one of the beneficiaries of the terms of the contract, and acknowledged that the new contract terms have not yet been ratified by the Board of Selectmen, which is necessary.

Mr. Israel commented that the Selectmen have not yet as a Board agreed to the terms, and suggested that the Board do this as well.
At this point Selectman Kristal inquired of Treasurer Tim McLean if the ratification and funding for this agreement must be funded within a certain date after it is signed.

Mr. McLean reported that the agreement must be funded within 60 days of signing, adding that the Union wants certain portions of the settlement to be retroactive to July 1, 2011, and noted that now the Union no longer wants to wait until the April (2012) Annual Town Meeting for funding of certain portions of the tentative agreement.

Mr. McLean stated further that a Special Town Meeting and an Election is necessary to transfer funds from the DPW budget to fund negotiated increases for certain positions. A brief discussion followed on whether a quorum at a Special Town Meeting can be reached for this purpose.

Mr. LaPiana stated that if privatization of trash collection services is on the table, a quorum will not be a problem.

Mr. Kristal noted that if this privatization issue fails, we’d have to go back for further negotiations.

Mr. McLean noted that the new contract is for 0 (in FY2011); 2% (in FY2012); and 2% (in FY2013), and described this as a fair settlement.

Mr. Kristal pointed out that the extra step that the Union bargained for, and which the Town agreed to, the Union now wants to be retroactive to July 1, 2011, which is one provision that was subject to an override.

Mr. Kristal commented that with regard to the new Health Insurance Law, the Town would, after the first year, reap the entire benefit from those savings, while in the first year 25% of the savings must be distributed to the Town employees. Mr. Kristal stated that a list of the negotiated settlement items is necessary, adding that many of what he described as “housekeeping issues” were also agreed to and settled.

Tim McLean confirmed that the addition of an extra step on the wage scale was agreed to, but that it would be subject to an override and effective July 1, 2012, adding that the Union now wants this provision to be retroactive to 7-1-2011. Mr. McLean pointed out that this would double the cost of the override to $90,000 and concluded by predicting that this would not pass.

Mr. LaPiana stated that he feels a 5% increase in the current economic climate is “very generous”.

Mr. Kristal commented further that if the Town would go by the Mark Morse study of a few years ago, this would cost double of what the extra step will cost.

Mr. Israel suggested that the Union has ratified this agreement and now the Selectmen should also do that.

Tim noted that the implementation of the extra step should specifically be effective 7-1-2012.
Town Administrator John Bugbee pointed out that if the Selectmen ratify the proposed settlement, there may be a provision that makes it non-binding until approved, adding that he will research that.

Mr. Kristal inquired if there would be sufficient funds to make the agreement (for the extra step) retroactive to 7-1-2011.

Further discussion followed on the issue of a privatized trash collection service, which Mr. LaPiana stated has a target date of after Labor Day, for a six-month trial period. Mr. LaPiana further stated that the Town needs to establish, with help from Town Counsel, what we can do, and suggested that the union be given notice of this plan through the union negotiations.

Mr. Israel questioned if Bruno’s would hold the current price (for stickers), and suggested that the Town needs to have a mechanism to determine what the contractor must do to increase rates for trash collection.

Mr. Coogan suggested that this would be spelled out through a contract with the vendor.

Mr. LaPiana noted that he wants to be sure that this is not covered under the language in the Union contract prohibiting the Town for contracting out for work.

Town Administrator John Bugbee suggested that the Town may have to put out an RFP so that these services will not fall under the contract provisions that prohibit contracting out for services.

Mr. LaPiana pointed out that some procurement is exempt from procurement laws. Mr. Israel stressed that the public needs to have some control over charges from the vendor.

Mr. Coogan noted that if the DPW just stopped providing trash collection service, a private collector would step in and provide that service.

Mr. LaPiana stated that he wants to be able to provide the same level of service as has been provided by the DPW.

Mr. Coogan asked if the Selectmen could decide to privatize the (trash collection) service if the DPW decided not to continue to collect garbage.

Mr. LaPiana noted that this would be a different process both politically and practically, adding that if we could get exactly the same level of service at exactly the same price, the constituents would not complain and then reiterated that this would be done on a 6-month trial basis, which he referred to as a “transitional period”. He concluded his comments by recommending a public hearing process.

Discussion followed on how this could be made to work. Mr. LaPiana asked whether to “cut this clean” or make it complicated.

Mr. Kristal then stated that the Town is subsidizing the current sticker price for trash collection and suggested creating a
commission to consider what happens after 6 months and then asked what would happen if Bruno’s walks away from the whole operation after the 6-month trial period.

Mr. LaPiana noted that the question is why are we buying a new refuse truck now with these plans moving forward? He answered his own question by stating it would be “just in case we need it”.

Mr. Kristal asked what would hold Bruno’s to terms established by a Commission and public hearings.

Mr. Bugbee pointed out that the establishment of a Commission would give the Town some control, adding that this is a question for David Doneski. He added that if Bruno’s left after the 6-month trial period, the market would fill the void.

Mr. LaPiana suggested that Bruno’s might perhaps offer other services during the 6-month trial period, and pointed out that stickers will not be available any longer at the DPW. A discussion followed on whether stickers could be sold at the landfill, and it was agreed that many of these questions need to be answered by Town Counsel and Scanlon, the Town’s Auditors. Mr. LaPiana reiterated that public hearings could be held throughout the 6-month trial period.

Mr. LaPiana stated further that eventually Tisbury and Oak Bluffs will be talking about the future of the Transfer Station, and whatever is decided there will be the Selectmen’s decision.

Mr. LaPiana added that the Transfer Station is operating the cleanest way ever, but reminded the Selectmen that Oak Bluffs wants the Transfer Station moved from its present location in Oak Bluffs, adding that a juncture in how we are doing business is upcoming. He continued by suggesting that the Town should move forward to negotiate a long-term contract to move refuse to New Bedford, emphasizing the need for a contractual relationship, noting that removal by barge is recommended. Mr. LaPiana reported further that he told Greg that he would negotiate the best possible deal, and noted that Tisbury is only obligated to ask Oak Bluffs as our partner in the Transfer Station about this proposal. He commented further that SEMASS has made an offer to Tisbury/Oak Bluffs for a 5-year deal at a price set at $55/ton for Municipal solid waste, but after that subject to an increase through negotiations.

Mr. LaPiana reported further that the Refuse District is currently negotiating with SEMASS for a contract, but added that the District is not talking to Oak Bluffs/Tisbury at this time.

Mr. Israel commented that if Oak Bluffs/Tisbury negotiates a deal with New Bedford, we do not have to be concerned about the District, adding that the District is paying $102/ton to SEMASS now.

Discussion followed on projected increases in disposal costs after 5 years. Mr. Kristal suggested that the Town could make money by accepting trash from the District and send it to New Bedford (Crapo) at a profit.
Mr. LaPiana brought up the point that the question now is whether to buy a barge or not and whether it could be purchased economically, but concluded by stating that the Town needs to establish a deal with Crapo now. He commented further that the other waste hauling company, ABC is located adjacent to Crapo in New Bedford, adding “they are not friends”, but will work with a municipality.

Mr. Kristal then asked what New Bedford is doing with recycling.

Mr. LaPiana stated that three towns are paying assessments to the Crapo Landfill, which he described as a “green landfill”.

Mr. Israel then asked if Mr. LaPiana seeks encouragement from the Board of Selectmen to proceed with this proposal, which Mr. LaPiana confirmed that he does.

Motion: That the Board of Selectmen grant authorization to DPW Director Fred LaPiana to initiate negotiations with Crapo for trash removal services to New Bedford. M/s/c.

Mr. LaPiana remarked that another new concept of baling garbage and then placing on barges to New Bedford is also under consideration. He continued by discussing the obstacles with regard to dock-space for a barge, noting that the barge must be compatible with space to be used. He commented further that if using Packer’s barge the Town would be subject to his demands, noted that the cost of purchasing a new barge would be $202,500, but pointed out that it could be parked in New Bedford.

Mr. LaPiana reported that Richie (Combra) of Oak Bluffs has not been involved in these negotiations, that it has always been Michael Dutton and Greg Coogan, but stated that Tisbury needs to work with Oak Bluffs on these issues.

Mr. Israel concurred, reiterated that the Tisbury Board of Selectmen needs to talk with the Oak Bluffs Selectmen, but cautioned that the Oak Bluffs Board of Selectmen is now divided with two new members. He concluded by suggesting that the two new Selectmen need to be brought into this discussion.

Mr. LaPiana cautioned against bringing in too many new proposals at the same time when discussing this with Oak Bluffs, but agreed that Oak Bluffs needs to be brought on board with regard to Crapo, but not all the other “stuff”.

Mr. Coogan suggested approaching Selectman Greg (Coogan) and letting him decide how to bring this up with the Oak Bluffs Selectmen.

Mr. LaPiana suggested inviting the Oak Bluffs Selectmen to come and see the Crapo Landfill operation.

Mr. Kristal agreed that talking with Greg (Coogan) is a good idea and proposed selling this as a status quo, with regionalization not on the table at this time, questioning why the Selectmen would want to change something now that is working so well as the Transfer Station is doing right now.
Mr. LaPiana concluded his comments by reiterating his suggestion of talking to Greg Coogan and inviting him on a “field trip” to the Crapo Landfill in New Bedford.

Union Contract Negotiations: were taken up for discussion next.

Police Union: Selectman Coogan informed the Board that the Tisbury Police Department Police Union wants a clear, updated contract including the arbitration award that was settled last year. He continued by stating that the Police Union’s attorney did that, but with one minor correction that will be made.

The Police Union settlement proposal is the same as for the General Union 0% (first year – FY2011); 2% (second year – FY2012); and 2% (third year – FY2013); longevity will be the same as for Managerial and Professional personnel; and Master Health Plus Health Insurance Plan to be given up by all those who still are on it. It was noted that BC/BS is discarding the Master Health Plan effective 6-30-2012.

Mr. Coogan continued by pointing out that the Town will have to go to an override if the Union does not agree to these proposals, adding that the Town wants to avoid an override to fund this contract, and noted that the elimination of the Master Health Plan this year will help.

Mr. McLean stated that strategically the Union will look good if we note that the Union gave up the Master Health Plus Plan.

Motion: That the Board of Selectmen approve the 0-2-2, with longevity the same as the General Union and Managerial and Professional Personnel, agreement to drop the Master Health Plus Insurance Plan and terms as discussed for the Police Union Contract. M/s/c.

General Union:

Motion: To finalize and approve the terms of the General Union Contract as previously discussed. M/s/c.

Payette MOU: was addressed briefly by Town Administrator John Bugbee, who reported that the MOU is now ready for signatures, which he will obtain and finalize.

There being no further business in Executive Session,

Motion for Adjournment: 7:10 p.m. M/s/c.

Respectfully submitted,

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

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Tristan R. Israel   Jeffrey C. Kristal, Clerk