

## TAUNTON MUNICIPAL LIGHTING PLANT

### MINUTES OF MEETING

**TIME:** Thursday, April 25, 2024 4:00 PM – 5:24 PM

**PLACE:** Office of the Commission

**PRESENT:** Chairman Strojny, Commissioner Corr, Commissioner DeMelo, Manager Holmes, Mr. Christopher Pollart (KP Law), Mr. Melanson, Mr. Worthington, Mr. Sullivan, Ms. Ready, Ms. Britland, Mr. Boucher, Mr. Grilo, Mr. Frank, Mr. Thivierge, Local 1729 – Mr. Perkins, Mr. Morais, Mr. Rodrigue, Mr. Hopkins

Chairman Strojny called the meeting to order.

Chairman Strojny called for a roll call.

#### Present

Commissioner DeMelo  
Commissioner Corr  
Chairman Strojny

#### Absent

#### MINUTES OF MARCH 26, 2024

Motion by Commissioner DeMelo, seconded by Commissioner Corr to approve. Unanimous.

#### REGULAR WARRANT OF MARCH 28, 2024

#### REGULAR WARRANT OF APRIL 4, 2024

#### REGULAR WARRANT OF APRIL 11 2024

#### REGULAR WARRANT OF APRIL 18, 2024

#### REGULAR WARRANT OF APRIL 25, 2024

Motion by Commissioner Corr, seconded by Commissioner DeMelo to approve. Unanimous.

#### AUTHORIZATION TO ADVERTISE FOR SEALED BIDS AND/OR PROPOSALS

#### Interoffice Communication from Dana Sullivan dated March 25, 2024: Subject: Request for Proposals for Excavation Services

Manager Holmes read the following memo into the record:

*Request to send out for proposals for Excavation Services. The current contract with Lopes Construction for excavation is set to expire. The approximate annual average value of the contract is \$500,000.*

Commissioner DeMelo asked when this contract starts, July 1<sup>st</sup>.

Manager Holmes responded it is based on when you award the bid.

Mr. Sullivan stated we add in a renewal clause that goes out 3 years. We like to renew every 3 years.

Manager Holmes stated so it will depend on when the award of bid is actually made.

Commissioner DeMelo stated so what I'm hearing is there is an addendum to the existing contract that could be years 1, 2 and 3.

Mr. Sullivan responded yes.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to authorize the request for proposals for Excavation Services. Unanimous. 24-058

**Interoffice Communication from Mark Medeiros dated April 17, 2024: Subject: Request for Proposals for Security Service Contract**

Manager Holmes read the following memo into the record:

*Our current security service contract with RIBI/USENTRA Security will expire in June of this year. This annually renewable contract has already been extended for its maximum of 3 years.*

*Please secure the necessary Commission authorization to issue Requests for Proposals for continued unarmed security services.*

Motion by Commissioner Corr, seconded by Commissioner DeMelo to authorize the request for proposals for unarmed security services. Unanimous. 24-059

**AWARD OF SEALED BIDS AND/OR PROPOSALS**

**Award of Sealed Bid for 100 each 218 Watt LED Flood Lights**

Manager Holmes stated that this first bid award is for IFB 24-11 which was previously awarded at the last Commission meeting but in working with the vendor they were no longer able to meet the price so we are requesting that you rescind that previous award and issue the award to the next responding vendor which was Wesco.

<u>Transmission and Distribution Engineering Bid Evaluation</u>					
<u>100 Each 218 Watt LED Flood Lights</u>					
IFB 24-11					March 21, 2024
<u>Company</u>	<u>Delivery</u>	<u>Meets Specs</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Comments</u>
Granite City Quincy, MA	5 Weeks	NO	\$603.17	\$60,317.00	Quoting GE
Wesco Hookset, NH	6-8 Weeks	YES	\$757.00	\$75,700.00	Quoting GE
Graybar Manchester, MA	6-8 Weeks	YES	\$786.79	\$78,679.00	Quoting GE
Irby Fulton, NY	6 Weeks	YES	\$855.27	\$85,527.00	Quoting GE - Quoting Escalation
Yale Canton, MA	6-8 Weeks	YES	\$910.00	\$91,000.00	Quoting GE

TMLP Engineering Department and Commission previously awarded this bid to Granite City. Since bid award, Granite City cannot meet the pricing provided, not meeting specifications.

TMLP Engineering Department now recommends Wesco, quoting GE, based on unit price for total purchase price of \$75,700

Motion by Commissioner DeMelo, seconded by Commissioner Corr to rescind the award of bid to Granite City approved at the March 26, 2024 Commission and re-award the bid for 100 each 218 Watt LED Flood

**MINUTES OF APRIL 25, 2024**

Lights to Wesco for a total purchase price of \$75,700 per the recommendation of the T&D Engineering Department. Unanimous. 24-060

**Award of Sealed Bid for Electric Line Tree Clearance, Berkley MA**

Manager Holmes read the following bid evaluation into the record:

TMLP T&D Engineering Evaluation Electric Line Clearance Berkley, MA						
IFB 24-09					April 12, 2024	
<u>Bidder</u>	<u>Meets Specs.</u>	<u>Estimated Cost</u>	<u>Estimated Hours</u>	<u>EXTRA WORK RATES</u>		
North-Eastern Tree Service Cranston, RI 02920	Yes	\$736,000.00	Not to exceed 52 weeks	Rate Schedule for In Scope and Out of Scope Work		
					Regular	OT
				Tree Remover	\$56.00	\$84.00
				Tree Trimmer	\$66.00	\$99.00
				Groundman	\$56.00	\$84.00
				Foreman	\$72.00	\$108.00
				Truck Driver	\$72.00	\$108.00
				Equipment Operator	\$86.00	\$129.00
				Climber	\$68.00	\$102.00
				Lift 76'	\$50.00	\$50.00
				Lift 60'	\$45.00	\$45.00
				Chipper 12"	\$10.00	\$10.00
				Chipper 18"	\$15.00	\$15.00
				Excavator w/ Brush Mower	\$80.00	\$80.00
				Track Loader w/ Brush Mower	\$60.00	\$60.00
				30 Ton Crane	\$150.00	\$200.00
				60 Ton Crane	\$200.00	\$275.00
				Chip Truck (10CY)	\$30.00	\$30.00
				Wood Truck w/Machine	\$65.00	\$65.00
				4x4 Truck	\$10.00	\$10.00

Engineering Department recommends award of this bid to North-Eastern Tree Service for base bid price of \$736,000 and additional out of scope work rates meeting specifications.

Commission Note: Per the Purchasing Department this bid was sent out to 8 other vendors, inline with previous years bid, with North-Eastern being the only vendor to respond.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to award the bid for Electric Line Tree Clearance in Berkley, MA to North-Eastern Tree Service for an estimated cost of \$736,000 per the recommendation of the T&D Engineering Department. Unanimous. 24-061

**Interoffice Communication from Dana Sullivan dated April 15, 2024: Subject: Itron ERT Meters from Avcom**

Manager Holmes read the following memo into the record:



*The Itron ERT Meters Form 2S and 12S offered through Avcom is the best suited meter for the TMLP for many reasons and has been sole provider for meters for a number of years. The Itron meter matches the hand held devices that our meter readers utilize, and the ERT module responds quickest within the same manufacturer. These meters also allow us to maintain continuity throughout our system also if the TMLP ever entertains the need for AMI/AMR we will have this in place. Lastly, Avcom has a do not compete for Itron produces within the New England area. T&D Engineering Department wishes to purchase 3,000 meters for a total cost of \$259,000 with Avcom being the sole provider for these meters. This order should last 3-4 years.*

Motion by Commissioner DeMelo, seconded by Commissioner Corr to approve the request to purchase 3,000 Itron ERT meters Form 2S and 12S from Avcom as a sole source provider for a total cost of \$259,000 per the recommendation of the T&D Engineering Department. Unanimous.

24-062

**COMMUNICATIONS:**

**Interoffice Communication from Dana Sullivan dated April 10, 2024: Subject: Mutual Aid, New Hampshire Co-Op**

Manager Holmes read the following memo into the record:

*Please be advised that the TMLP has provided Mutual Aid for substantial snow damage to New Hampshire Co-Op with NEPPA and APPA. The TMLP has provided two line crews and a supervisor. The TMLP was working under the APPA Mutual Aid agreement and will be billing New Hampshire Co-Op directly for all associated costs. Crews worked mainly in Moultonborough and Meredith, NH.*

*The personnel who participated in this mutual aid deployment had to pay for their fuel on the trip. The TMLP will reimburse the employees for the expenses and in turn per the APPA agreement and bill New Hampshire Co-Op.*

*The personnel that participated are as follows:*

- Christopher Boucher
- Jason DaCunha
- Jason Rodrigue
- Timothy Rose
- Michael Morais

*The trucks involved:*

- Truck #24 Material Handler Bucket Truck
- Truck #23 Bucket Truck
- Truck #36 Pick Up Truck

*The crews departed on Thursday April 4<sup>th</sup> and returned to TMLP Tuesday April 9<sup>th</sup>.*

*Please let me know if you have any questions.*

Manager Holmes stated and two of you are here tonight. Thank you for doing that. It is a great service that we are very proud of within the Public Power community and it has worked both ways. We have had to call in mutual aid on an occasion or two and also provide it. So thank you.

Commissioner DeMelo asked so when they paid for their fuel, do we have a P (Procurement) card that they could use.

Manager Holmes responded we do not. There are complications in getting that just because of the way that we are set up. We just reimburse them when they come back, so they do front the money.

Commissioner DeMelo added the reason I bring it up is on the School side when folks do professional development they pay for stuff in advance and they have to complete the trip before they get reimbursement and it could take up to 6 months before they get their money back. I would not want our folks to wait that long.

Manager Holmes responded it is not 6 months but it usually takes about a week or so at least before that happens.

Commissioner DeMelo stated so a P Card is not an option.

Manager Holmes stated we have looked into it and we have not been able to get one, but we can certainly re-investigate it.

Commissioner DeMelo responded I think we should.

The Commission thanked all who participated.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to accept the memo for the Mutual Aid, New Hampshire Co-Op and place on file. Unanimous.

24-063

**Interoffice Communication from Sonja Britland dated April 19, 2024: Subject: Net Metering Terms & Conditions Update**

Manager Holmes read the following memo into the record:

*The purpose of this memo is to request approval from the TMLP Commission to update the associated Net Metering Terms & Conditions.*

*TMLP's Net Metering Program began in 2010 and to date we have an approximate total of 29.5 MW of solar generation, between PPA's and customer net metering. Due to the amount of solar projects interconnected to the TMLP grid, our circuits have become saturated limiting our infrastructure and operations. As a result, we have begun to deny interconnection projects to the TMLP grid.*

*Additionally, with the increasing amount of solar requests, we need to be mindful of our system capacity and grid health. Therefore, we are proposing the below update to our Net Metering Terms & Conditions.*

**Current Language:**

**Section 4.5 Aggregate Capacity**

*The maximum kW connected to TMLP's electric facilities shall not exceed 3% of TMLP's peak load. For informational purposes, TMLP's maximum all-time peak is 150 MW at the time of this tariff resulting in a*



*maximum aggregate capacity of 4.5 MW. This amount may be subject to adjustment from time to time, as TMLP's Electric Peak changes.*

**Proposed Language:**

*Section 4.5 Aggregate Capacity*

*The maximum kW connected to TMLP's electric facilities shall not exceed operational constraints. This amount is subject to adjustment from time to time.*

*Attached is the redline version of the document.*

*Please approve the revised TMLP Net Metering Terms & Conditions to be effective June 1, 2024.*

*For your consideration.*

Motion by Commissioner DeMelo, seconded by Commissioner Corr to approve the Net Metering Terms & Conditions update effective June 1, 2024. Unanimous. 24-064

**Interoffice Communication from Sonja Britland dated April 19, 2024: Subject: Residential Solar Rebate Program Update**

Manager Holmes read the following memo into the record:

*The purpose of this memo is to request approval from the TMLP Commission to dissolve the incentives for our residential solar rebate program.*

*For 14 years, since 2010, the TMLP has offered a Residential Solar Rebate program to provide financial incentives for residential customers who choose to install a photovoltaic array on the residential property they own. Due to the success of our program and other financial incentives that became available, our circuits are becoming saturated limiting our infrastructure and operations. As a result, we have begun to deny interconnection projects to the TMLP grid.*

*We still will continue to offer a net metering program if there is enough space on the customer specific circuit.*

*The current incentive is \$1.50 per watt up to \$4,500 maximum rebate amount. The incentive funding will be reallocated to new and other TMLP customer rebate programs.*

*Please approve the dissolution of our solar rebate incentive for all new applications received after 4:30 on May 31, 2024.*

Commissioner DeMelo asked there are no legal issues here.

Manager Holmes responded no. This is a totally voluntary program that we put together going back 10 years ago. We are not legally required to do it, it was something that we wanted to do to incentivize our customers and to make it easier for them to do these installments.

Commissioner DeMelo stated we are repurposing those rebates to other programs we have.

Manager Holmes responded right. It would help fund the heat pump program or any other energy efficient type things that we would want to do.

Commissioner Strojny stated so roughly we have given a million dollars or more in rebates since inception.

Commission invited Ms. Britland to the table.

Ms. Britland stated to date we have given out \$1,967,165.00 but we have additional rebates on hold that are in process and that we have allocated an additional \$225,000.00. Without any new applications coming in, by the time the program ends we would have given out \$2,192,165.00 in rebates and we have been doing this since 2010. We have just recently posted on our website the streets and circuits that are closed off to customers. If you go on our website you will see 443 streets that can no longer accept interconnection to the TMLP grid.

The Commission thanked Ms. Britland.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to approve the request to dissolve TMLP's solar rebate incentive for all new applications received after 4:30 PM on May 31, 2024.  
Unanimous.

24-065

**Request for Meeting – Local 1729 – To discuss Holidays and Special Occasion Time**

The Commission invited Local 1729 Members to the table (Mr. Dennis Perkins, Mr. Scott Hopkins, Mr. Michael Morais and Mr. Jason Rodrigue).

Mr. Scott Hopkins stated thank you for meeting with us. My name is Scott Hopkins and I was the former president of Local 1729. Dennis is the current president and he has allowed me to speak today because I just wanted to talk to the Commission on an issue that came up and I really don't feel that it should be argued between the contract aspect of it so I just wanted to talk today amongst ourselves. Normally we don't air our dirty laundry on TV but for some reason we are going to today. The recent contracts have been settled between all the Unions I believe. The other three Unions were given a Holiday for the Day after Thanksgiving. Normally our Union has paid for that day with one of the SO Days. TMLP has never treated this Union this way giving every other Union a Holiday. This Union as most people know is the backbone of this Company. To give every other Union a Holiday for the Day after Thanksgiving and have this Union pay for it is in my opinion is not right. Given contracts or whatever and I know Kim said that she spoke to a lawyer you do not legally have to discuss this issue with us. But on a personal note I have been here a long time and I know how this Company use to be. We did not discuss everything with lawyers, we made decisions on doing the right thing. Like I said in the past I have been here a long time and I have sat for a lot of Commissioners and we don't treat each other like this. Peter, your father, God rest his soul, he was an honorable man. He served the City of Taunton Police Department for 30 years, he was on this Board for a long time and he treated us with respect, he wouldn't let this happen. Whenever your father ever needed anything from us we did it for him, whether it was a street light on the corner because a lady was complaining it was too dark for the bus stop or it was some old lady that had a problem and she couldn't afford an electrician when I went down there I took care of it. I didn't say listen I don't legally have to do this, it was the right thing to do because your father was a Commissioner here, he was a good man, and he treated us with respect so we treated him with respect. Whenever he asked for anything it was taken care of. Pretty much I want that respect back. For this Company to go this way and doing what they are doing is, for one this is one of the reasons I got out of being the Union president because this isn't right it just isn't right. I could sit here and go on and on, Billy, I'm going to tell you I got a call from Dana Sullivan three days after a storm to go take care of a wire and I get there and I said Dana this is cable and Verizon and he said hey this is for Billy Strojny can you do me a favor and put it back up on the house. I didn't tell him legally I am not supposed to be doing it, I didn't say legally this



is Comcast or Verizon's work, I went and got the ladder out of the truck and I went across the thing because Billy Strojny worked for 30 years because it was the right thing to do and that is all I am asking from you guys today, do the right thing. I am not asking you to look at the contract and say listen we don't need to talk to you or owe you anything, that is not how we do things here, it might be this administrations or the past administration where they bounce everything off of a lawyer but I didn't grow up that way here and I don't think it's right and I just wanted to address that on a personal basis so I am going to step out now and if you have any questions Jay is going to come here and you can discuss it legally I guess or through the contract but for today I am asking you to do the right thing Peter. Thank you for your time.

The Commission thanked Mr. Hopkins.

Mr. Hopkins left the table and Mr. Jason Rodrigue came to the table.

Mr. Dennis Perkins stated so I am going to pick up on what we are talking about. Nobody can find the date but we can all agree that it was well over 30 years ago that 1729 negotiated the Day after Thanksgiving as a Holiday. In turn for that we gave up a personal day that everybody gets. So that is how it has been my entire career. We have asked several retirees and maybe because they are old they can't remember but they don't remember when it was done. So now that the Company is going to be closed on that day everyone is getting that day nobody had to give up a personal day. For the last 10 years we have you know Kenny Goulart had asked us to start streamlining these contracts and we have been amenable. We have Funeral Leave, education reimbursement, we negotiated it and tried to make it the same across the board and in the past we have negotiated for things and other Unions have said hey why did they get that and they have gotten it, and it has gone that way,. We can get Mike Horrigan down here, we can call Joe Blain and they will tell you anytime there has been a discrepancy, one got something and the other didn't, we made it right. I know we are not negotiating contracts but I get it, it is done but in the past the precedent has been set that things were made right. We could have said when we finished our contract when you brought up the timecard and technology and things that we hadn't solved, it hadn't been brought up at the final table and you came to us after the fact and we said yeah absolutely, just write it down. That's what we are talking about, we've been amenable and now this whole policy doesn't make sense that we gave up something for that and now here we are.

Manager Holmes stated that I just want to point out that we did offer when we had conversations I did offer you the exact same thing that all the other contracts have and you chose not to.

Mr. Perkins stated that we had already negotiated and we had to give something up.

Manager Holmes stated that it would have make all the contracts exactly the same.

Mr. Rodrigue stated that you were going backwards and you were trying to make us go backwards. You were trying to get us to give something up to get that back.

Mr. Perkins stated that it is two separate issues. We can trade our overtime for personal time up to 40 hours. We negotiated that over 10 years ago. I know because I was part of it. The other Unions wanted the same thing that we got and they negotiated for 32 hours, that's on them that is not on us. Now you want us to go backwards to 32 hours. Its two separate issues and I said that in our original meeting, I cannot in good faith be the leader of this Union and give up something that we negotiated for. It's just not right.

Mr. Morais stated that I think our contention here is about a standardization of benefits. Obviously different Unions within the organization have different benefits, different contractual anomalies within each agreement. What we are talking about is a standard benefit, like Dennis said, the funeral language



has been standardized, vacation standardized, education reimbursement has all been standardized with the exception of this Union, SO Days were standardized. So while I can appreciate, there is discrepancies between buying SO time at 32 and 40 hours that is a different part of the contract, that is not necessarily a standardized benefit and that is the argument that we have. The ability to purchase is different than being given a benefit from the Company.

Commissioner Corr questioned you guys get 2 SO days and can convert up to 40 hours. All the other one end up getting 3 now but they can convert 32 hours.

Mr. Perkins stated before we negotiated for the Day after Thanksgiving as a holiday we also got 3 SO days like the whole Company. We negotiated for that day and we gave up the third SO day.

Manager Holmes stated that is not actually correct. It started with everyone having their birthday off. Denise found the contracts from 1980, 1981 and 1982, everyone only had their birthday off as like a special day and then Local 1729 negotiated I think it started with one day and then it added the second day and the Day after Thanksgiving was in a separate year. So you did not do that actual exchange where you gave up and SO Day for the Day after Thanksgiving. They were done in two separate contracts in the 80's.

Mr. Perkins stated so all other Unions had three days we only had two.

Manager Holmes stated yes.

Mr. Perkins added again standardization of local contracts, they get three we only have two.

Manager Holmes stated that you had the Day after Thanksgiving and nobody else did.

Mr. Perkins added but now they do and they get three SO Days and we only get two.

Commissioner DeMelo stated a quick question. I was not here in your prior contract that happen in December I believe. Did you give that up in this new contract that you just negotiated?

Mr. Perkins responded no. It never came up in our negotiations.

Commissioner DeMelo stated but prior to this contract you had it. What is it a 3 year contract.

Mr. Perkins stated yes. This issue never came up in our negotiations. In everybody else's negotiations and then the Company they negotiated whatever they negotiated but out of that negotiation it has been declared that day is now a Holiday and everybody is off and they still have their 3 personal days and we only have two.

Commissioner DeMelo asked when was it declared that it's actually off, do we have that date.

Manager Holmes stated during negotiations over the course of three months with the other three Unions.

Commissioner DeMelo stated so prior to this three year contract that you just signed in December did you have that Day after Thanksgiving off.

Mr. Perkins responded yes.

Commissioner DeMelo added so the new three year contract it's no longer there.

Manager Holmes responded they still have it.

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Mr. Perkins stated the issue is three other Unions get three personal days at the beginning of the year and our Union only gets two.

Commissioner DeMelo stated that I would like to make a motion to take this under advisement so I can better understand what is going on. I have only been here since January, wasn't part of the prior contract and I know that Peter has a wealth of knowledge that he can share with us and of course our General Manager and Bill you are relatively new to this new Commission. So I think it would be beneficial to take it under advisement.

The Union thanked the Commission for their time and look forward to hearing from you.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to take the request from Local 1729 under advisement. Unanimous.

24-066

**ITEMS NOT REASONABLY ANTICIPATED 48 HOURS IN ADVANCE:**

None.

**ANNOUNCEMENTS:**

Chairman Strojny announced that the next Commission meeting is scheduled to be held on Tuesday, May 14, 2024 at 4:00 PM.

Chairman Strojny stated that the next order of business is Executive Session for Competitive Advantage.

Manager Holmes stated that no votes are expected and we will be adjourning in Executive Session.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to go into Executive Session for Competitive Advantage. Unanimous. (4:31 PM)

24-067

The Commission was recorded in a roll call vote to go into executive session as follows:

**In Favor**


**Absent**

Commissioner DeMelo  
Commissioner Corr  
Chairman Strojny

*Executive Session discussion.*

  
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SECRETARY

dmt

APPROVED: BY VOTE OF  
TAUNTON MUNICIPAL  
LIGHTING PLANT COMMISSION  
 5/14/24  
GENERAL MANAGER



**EXECUTIVE SESSION**

**Competitive Advantage**

Manager Holmes and the Commission discussed numerous topics on this subject.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to adjourn. Unanimous. (5:24 PM)

24-068