

TAUNTON MUNICIPAL LIGHTING PLANT

MINUTES OF MEETING

TIME: Tuesday, June 18, 2024

4:00 PM – 5:20 PM

PLACE: Office of the Commission

PRESENT: Chairman Strojny, Commissioner Corr, Commissioner DeMelo, Manager Holmes, Mr. Christopher Pollart (KP Law), Mr. Worthington, Ms. Ready, Mr. Frank, Mr. Medeiros, Mr. Melanson, Ms. St. Laurent, Ms. Britland, Mr. Thivierge

Chairman Strojny called the meeting to order.

Chairman Strojny called for a roll call.

Present

Commissioner DeMelo
Commissioner Corr
Chairman Strojny

Absent

MINUTES OF MAY 14, 2024

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

REGULAR WARRANT OF MAY 16, 2024
REGULAR WARRANT OF MAY 23, 2024
REGULAR WARRANT OF MAY 30, 2024
REGULAR WARRANT OF JUNE 6, 2024
REGULAR WARRANT OF JUNE 13, 2024

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

AWARD OF SEALED BIDS AND/OR PROPOSALS

Award of Request for Proposal for Security Guard Services

Manager Holmes read the following bid evaluation into the record:

Request for Proposal (RFP) 24-02 for unarmed security guard services at Cleary-Flood Station was sent to the following vendors:

- RIBI/USENTRA Security
- Allied Universal
- Fuller Security Services
- NESCTC Security Agency, LLC
- New England Security

24-077

24-078

In response to RFP 24-02 for the unarmed security guard services, a proposal was received from all five vendors. Based on the hourly rates provided (see attached), an annual estimate cost for each of the five vendors is as follows:

Company	2024 (Jul - Dec)	2025	2026	2027 (Jan - Jun)
RIBI/USENTRA Security Warwick, RI 02886	\$98,654.40	\$201,223.36	\$204,243.52	\$102,427.52
Allied Universal Billerica, MA 01821	\$129,455.04	\$271,847.68	\$285,417.60	\$149,820.32
Fuller Security Services South Easton, MA 02375	\$151,632.00	\$315,036.80	\$326,393.60	\$168,251.20
NESCTC Security Agency LLC Cranston, RI 02910	\$134,160.00	\$284,128.00	\$284,128.00	\$148,044.00
New England Security Malden, MA 02146	\$223,600.00	\$447,200.00	\$455,936.00	\$227,968.00

NOTE: Annual estimate based upon coverage of 1 Supervisor at 40 hrs/week and Guards at 128 hrs/week

It is recommended to award the contract for unarmed security guard services to RIBI/USENTRA Security at the hourly rates submitted for an annual contract with the option to renew the contract through June 2027.

**Unarmed Security Guard Services
RFP24-02**

Company	Position Hourly Rates	2024 (July-Dec)	2025	2026	2027 (Jan-Jun)	Meets Spec./T&C's	Comments
RIBI/USENTRA Warwick, RI 02886	Uniformed Guard Regular	\$22.30	\$22.76	\$23.12	\$23.19	Yes	
	Uniformed Guard Overtime	\$32.00	\$32.66	\$33.18	\$33.28		
	Uniformed Guard Holiday	\$32.00	\$32.66	\$33.18	\$33.28		
	Uniformed Supervisor Regular	\$23.50	\$23.91	\$24.21	\$24.28		
	Uniformed Supervisor Overtime	\$33.77	\$34.36	\$34.79	\$34.89		
	Uniformed Supervisor Holiday	\$33.77	\$34.36	\$34.79	\$34.89		
Allied Universal Billerica, MA 01821	Uniformed Guard Regular	\$28.98	\$30.43	\$31.95	\$33.54	Yes	
	Uniformed Guard Overtime	\$43.47	\$45.65	\$47.93	\$50.31		
	Uniformed Guard Holiday	\$43.47	\$45.65	\$47.93	\$50.31		
	Uniformed Supervisor Regular	\$31.74	\$33.32	\$34.98	\$36.73		
	Uniformed Supervisor Overtime	\$47.61	\$49.98	\$52.47	\$55.09		
	Uniformed Supervisor Holiday	\$47.61	\$49.98	\$52.47	\$55.09		
Fuller Security Services South Easton, MA 02375	Uniformed Guard Regular	\$34.00	\$35.30	\$36.60	\$37.90	Yes	
	Uniformed Guard Overtime	\$51.00	\$53.15	\$54.90	\$56.85		
	Uniformed Guard Holiday	\$51.00	\$53.15	\$54.90	\$56.85		
	Uniformed Supervisor Regular	\$37.00	\$38.50	\$39.80	\$40.50		
	Uniformed Supervisor Overtime	\$55.50	\$57.75	\$59.70	\$60.75		
	Uniformed Supervisor Holiday	\$55.50	\$57.75	\$59.70	\$60.75		
NESCTC Security Agency Cranston, RI 02910	Uniformed Guard Regular	\$30.00	\$31.75	\$31.75	\$33.00	Yes	
	Uniformed Guard Overtime	N/A	N/A	N/A	N/A		
	Uniformed Guard Holiday	\$39.00	\$41.25	\$41.25	\$43.00		
	Uniformed Supervisor Regular	\$33.00	\$35.00	\$35.00	\$36.75		
	Uniformed Supervisor Overtime	N/A	N/A	N/A	N/A		
	Uniformed Supervisor Holiday	\$43.00	\$45.50	\$45.50	\$47.75		
New England Security Malden, MA 02146	Uniformed Guard Regular	\$50.00	\$50.00	\$51.00	\$51.00	Yes	
	Uniformed Guard Overtime	\$75.00	\$75.00	\$75.50	\$75.50		
	Uniformed Guard Holiday	\$75.00	\$75.00	\$75.50	\$75.50		
	Uniformed Supervisor Regular	\$55.00	\$55.00	\$56.00	\$56.00		
	Uniformed Supervisor Overtime	\$82.50	\$82.50	\$84.00	\$84.00		
	Uniformed Supervisor Holiday	\$82.50	\$82.50	\$84.00	\$84.00		

Recommendation:

Award contract to RIBI/USENTRA Security for the unarmed security guard services at the hourly rates submitted for an annual contract with an option to renew the contract through June 2027.

Commissioner Strojny asked who our current security service company is.

Manager Holmes responded RIBI.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to award the bid for Unarmed Security Guard Services to RIBI/USENTRA at the hourly rates submitted for an annual contract with the option to renew the contract through June 2027. Unanimous.

24-079

COMMUNICATIONS:

Presentation – 2023 Corporate Financial Performance and 2024 Budget

Mr. Robert Frank presented the following Financial Presentation:

SLIDE 1: 2023 Corporate Financial Performance and 2024 Budget

SLIDE 2: REVENUE AND EXPENSES

	<u>2023</u>	<u>2024 Budget</u>
Revenues	127,963,275	129,420,931
Expenses	108,508,420	102,699,900

SLIDE 3: REVENUES FROM SALES

	<u>2023</u>	<u>2024 Budget</u>
Residential	57,390,234	57,998,881
Commercial & Industrial	62,148,244	63,443,355
Municipal	6,030,364	5,855,865
Sales for Resales	2,394,433	2,548,071

SLIDE 4: OPERATIONS AND MAINTENANCE

	<u>2023</u>	<u>2024 Budget</u>
Fuel	2,312,151	1,851,974
Transmission	12,505,618	13,387,957
Distribution	11,647,741	12,109,674
Customer / Sales	6,123,013	4,922,289
Admin & General	20,466,310	9,323,229
Power Generation	11,333,324	10,766,446

SLIDE 5: POWER SUPPLY

	<u>2023</u>	<u>2024 Budget</u>
Power Supply	44,120,263	50,338,331

SLIDE 6: OPERATING REVENUES AND EXPENSES

<u>Revenues</u>	<u>Expenses</u>
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2016	97,865,767	82,238,623
2017	96,773,157	83,286,176
2018	98,769,566	95,377,596
2019	97,696,336	84,541,088
2020	96,032,722	79,275,629
2021	97,497,273	90,268,799
2022	113,039,785	114,749,952
2023	127,963,275	108,508,420
2024 Budget	129,420,931	102,699,900

SLIDE 7: TRANSMISSION BY OTHERS

	<u>Transmission by Others</u>	-	-
2016	10,625,445		
2017	11,109,573		
2018	11,290,333		
2019	9,712,950		
2020	11,026,854		
2021	11,672,921		
2022	13,625,973		
2023	12,688,266		
2024 Budget	13,114,401		

SLIDE 8: NET INCOME

	<u>Net Income before Voluntary Contribution</u>	<u>Voluntary Contribution</u>	<u>Net Income after Voluntary Contribution</u>
2017	15,100,695	2,900,000	12,200,695
2018	3,158,246	2,947,500	210,746
2019	15,414,589	2,995,000	12,419,589
2020	12,946,688	2,995,000	9,951,688
2021	9,253,750	2,995,000	6,258,750
2022	4,005,982	2,995,000	1,010,982
2023	15,965,078	2,995,000	12,970,078
2024 Budget	15,080,161	2,995,000	12,085,161

SLIDE 9: 2008 TO PRESENT RATE HISTORY
Based on 750kWh Average Residential Usage

8/1/2008	125.54
1/1/2009	118.42
5/1/2009	113.61
11/1/2009	105.77
2/1/2011	99.09
6/1/2014	98.29
10/1/2014	101.85
7/1/2015	108.98
2/1/2016	106.86
7/1/2022 to Present	123.00

QUESTIONS & COMMENTS:

Slide #3 – Revenues from Sales: Mr. Frank stated that the Growth Rate for the 2024 Budget is a 1.14%.

Slide #4 – Operations and Maintenance: Mr. Frank stated that the spike in Admin & General in 2024 is related to Pension and OPEB Liability studies. This is not a cash expenditure – this is offset by the liability.

Slide #5 – Power Supply: Mr. Frank stated that we are running below the 2024 Budget of \$50,338,331.

Slide #10 – 2008 to Present Rate History: Mr. Frank stated that we are looking to do a rate adjustment by September.

Slide #5 – Power Supply: Commissioner Strojny stated I am looking at the Power Supply and it is budgeted for 2024 for \$6 million over the 2023 cost. I am curious, is it just fuel cost that is a big contributor to that because everyone pays for fuel.

Manager Holmes stated it is likely a combination, we do have some contracts dropping off and we have some new contracts coming on which have price differences and then whatever the Market is projecting for the price of natural gas.

Mr. Frank added the other thing we have done within the last year or two, we locked in a lot more of our purchase power requirements where there is a lot less that we are getting on the open market so we have a lot more price assuredly in terms of what our Purchase Power costs are going to be. We have taken a more risk averse approach in terms of our power supply.

Slide #4 – Operations and Maintenance: Commissioner DeMelo stated on the Admin & General the \$20 million, how do we report that on our financial statements.

Mr. Frank responded that would show up on our Profit & Loss statement and on our income statement and that would basically show up as just a large operating cost of the Company.

Commissioner DeMelo stated so are we carrying that forward every year?

Mr. Frank stated no, what that represents, the big increase in 2023, is simply due to the fact that after we looked at our own pension liability and our OPEB liability we realized that we needed to book an additional liability on the books combined of \$10 - \$11 million or so because that is a future liability that we owe to both our current employees and retirees. The offset is to take the expense for that adjustment in the current year 2023 and now you have an increase liability on your books of what you owe them down the road. The follow-up to that is something we have been talking about in terms of how we are going to fund that liability and the ability to put money into an actual OPEB Trust that would have cash behind that liability so our employees and retirees know that based on what we owe them post-retirement benefits which are primarily health, dental and I think a small piece of Life Insurance, it is not only our word that we are going to pay you, there is actual cash behind that liability that is there for when those payments need to occur. You want to be at a point where if the Company stopped operation tomorrow and we had retiree obligations, yes there is money set aside to pay you. You are not going to be out, there is actual cash behind the obligation.

Commissioner DeMelo stated so where I am confused is as it accrues and we have employees that are staying on longer and not retiring that number is going to change, right.

Mr. Frank stated it would change based on the mix of how many retirees and how many current employees that we have and I think the combined number is around 300 now. With retirees you also have spouses who are applicable to any of those benefits but that's part of why we have an actuarial who is going to be doing an annual analysis which we have a report I would be happy to share with the Commission. They are looking at it from both retirees and current employees standpoint as to what is our obligation based on generally how long people live or how long their spouses survive and what the cost could potentially increase to over time. We have accounted for it on the books and the next step is to backing that up with actual cash investments in a fund that is there for those retirees.

Commissioner DeMelo stated I just get concerned because on the School Committee you see Admin and General cost jumping \$11 million and you say you're giving Ms. Kim Holmes an \$11 million raise and we do not that to happen because it is not true so that was why I was concerned on how we are reporting it and moving forward.

The Commission thanked Mr. Frank for the presentation.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to accept the 2023 Corporate Financial Performance and 2024 Budget as presented and place on file. Unanimous.

24-080

Letter from City of Taunton Law Department dated October 2, 2023: Subject: Request for Confirmatory Grant of Easement by the City of Taunton over TMLP Railroad Right of Way from John Hancock Road

Manager Holmes read the following letter into the record:

As I recently indicated, the City of Taunton has decided to only request a confirmatory grant of easement 30 feet in width on the same terms as had previously been approved by the TMLP Commission in 2009.

To accomplish this I am enclosing a proposed Confirmatory Grant of Easement document, and a sketch plan that will be attached thereto as Exhibit A. Exhibit A shows the same 30 foot wide access easement

as was granted in 2009. As I previously explained, this is merely a confirmatory grant of easement for recording purposes, as the original easement granted in 2009 was not recorded with the Registry of Deeds and the original document is no longer available.

Please confirm that the TMLP Commission will proceed with executing the easement. If there are any questions or concerns please contact me. Thank you for your assistance.

Very truly yours,

Matthew J. Costa, Esquire City Solicitor

GRANT OF EASEMENT

The Taunton Municipal Lighting Plant ("Grantor"), acting by and through the undersigned members of the Taunton Municipal Lighting Plant Commission ("Commission"), for consideration paid, does hereby give, grant and convey unto the City of Taunton, its successors and assigns, subject to the limitations and reservations herein stated, a nonexclusive access and utility easement in, on, over, across, and upon a portion of Grantor's parcel of land situated in the City of Taunton, County of Bristol, Commonwealth of Massachusetts, which portion is shown as "Easement Area" (the "Easement Area") on the plan entitled "City of Taunton Department of Public Works Layout Plan of Easement Over TMLP Property (39-92)", prepared by City of Taunton D.P.W. Engineering Division, dated May 3, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

This Grant of Easement is given as appurtenant to and for the benefit of the Grantee's land shown on City of Taunton Assessor Map 29, Lot 29-1, inclusive of the parcels of land shown as "AM 20 Lot 29R" and "Parcel 2" on the plan of land entitled "Approval Not Required Plan of Land in Taunton, MA" prepared by Halnon Land Surveying, Inc., dated April 30, 2020 and recorded with the Bristol County Northern District Registry of Deeds in Plan Book 526, Page 36. The Grantee shall have the right to construct, repair and maintain a driveway or driveways within and utilities (including but not limited to municipal water, electric, gas, telecommunications) in, on, over, and across the aforementioned Easement Area.

Grantor expressly reserves to itself, its successors and assigns, the right to use the Easement Area for any and all purposes, including, without limitation, the right to grant other rights of way and easements or licenses at the same location, provided that the exercise of the same shall not unreasonably interfere with the rights herein granted. Grantee shall not interfere with or obstruct the use of the Easement Area and/or improvements constructed within the Easement Area by Grantor or others entitled thereto.

Grantee shall comply with all applicable laws, ordinances, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements, all at Grantee's sole

cost and expense. Grantee shall not do any act exercising the rights herein granted without such compliance by the Grantee.

Said Grantee shall not commence to do any work within said Easement Area unless Grantee has sent written notice thereof to Grantor at least sixty (60) days prior to commencing said work, which notice shall include detailed plans, specifications and such other information as Grantor may reasonably request, and has obtained the Grantor's approval of the plans for the work, the contractor who is to do the work, and the liability insurance provided by said contractor (both as to amount and as to carrier), which approvals shall not be unreasonably withheld or delayed. No plan shall be approved or work done within the Easement Area which in the opinion of the Grantor's manager would occasion any undue interference or inconvenience to the Grantor in its continued use of the Easement Area. Grantor's manager may condition his/her approval upon such changes or modifications to the plans/specifications, the Easement Area, and/or the improvements to be made by Grantee within the Easement Area as are reasonably necessary to accommodate Grantee's use, while preserving Grantor's rights in said Easement Area.. All work on the Easement Area shall be done in accordance with said Grantor's manager's reasonable requirements as to timing of the work, manner of the installation of any improvements to be installed, size of construction equipment to be used, and location.

The Grantee shall install and forever maintain said Easement Area in a good, safe and passable condition entirely at its own risk and expense. Grantee acknowledges that Grantor shall have no obligation to maintain or repair the Easement Area, but Grantor shall repair any damage caused by Grantor to Grantee's improvements. Grantee shall defend, indemnify and hold harmless the Grantor, its Commissioners, employees, agents, successors and assigns (collectively, with Grantor, the "Grantor Parties") from and against any and all claims, suits, actions or causes of action and any losses, damages, charges, costs or expenses (including reasonable attorneys' fees and court costs), arising from or in connection with any (a) installation, use and maintenance of the Easement Area, (b) violation of applicable law, regulation or order by Grantee or Grantee's agents, employees, contractors, representatives, invitees and others acting by or through Grantee (collectively, with Grantee, the "Grantee Parties") pertaining to the Easement Area, (c) act, omission, negligence or intentional misconduct of any of the Grantee Parties, and (d) hazardous materials introduced to, brought onto or released to the Easement Area by Grantee or the other Grantee Parties, except to the extent caused by the negligence or willful misconduct of Grantor and/or any of the Grantor Parties.

Said Grantee shall forthwith, upon the completion of the improvement, construction, or installation in, over, or upon said Easement Area, and at its own expense, restore the Easement Area to the condition the Easement Area was in (including any paving), prior to Grantee's disturbance thereof. Any pavement installed by Grantee, pursuant to its lawful rights to make

reasonable improvements to the Easement Area, shall be maintained and kept in good repair by Grantee. In no event shall Grantee impede Grantor's access to and through the Easement Area.

Grantee shall be liable for any damage to Grantors' property and that of third parties resulting from any exercise of the rights herein granted. Grantee shall promptly repair and restore such property to its original condition (including paving).

Said Grantee shall forthwith upon construction or installation of any improvement in, over, or upon said Easement Area, provide to Grantor's manager a plan prepared by and certified by a registered engineer showing the location of such improvement as installed, in relation to some fixed monument. Such plan shall be prepared in accordance with all requirements of the Bristol County Northern District Registry of Deeds ("Registry"), and the original thereof shall be filed with the Registry by Grantee at its own expense; and Grantee shall within ninety (90) days of the commencement of work provide to Grantor's manager the recording receipt issued by the Registry.

The Grantee's use and/or improvements to and/or within said Easement Area shall be subject to such reasonable regulations as to size, weight, and height of vehicles and equipment as the Grantor's manager may from time to time see fit to impose.

All references herein to the Grantor's manager shall be deemed to mean the manager having full charge of the operation and management of the Taunton Municipal Lighting Plant pursuant to General Laws chapter 164, §56.

Grantee shall not grade, excavate, fill, or flood the right of way without Grantor's prior written consent, which consent shall not be unreasonably withheld or delayed. Without limiting the generality of the foregoing provisions, it is particularly provided that, in the exercise of the rights hereby granted, Grantee shall not unreasonably disturb or otherwise unreasonably interfere with the maintenance of any conduits and pipelines presently existing or existing in the future within the Easement Area.

Grantee, in the exercise of the rights granted to it hereunder, shall not do or permit to be done any welding or operations involving sparks or flame within a distance of one hundred feet (100') from any oil or gas well, or oil, gas, or gasoline container, or place of discharge to atmosphere of oil, gas, or gasoline, whether located on the Easement Area or on adjacent lands, without the prior written consent of the Grantor, and subject to and in accordance with the provisions of this instrument and such other conditions as may be expressed in the Grantor's written consent.

Grantee shall promptly and properly backfill excavations made by or for Grantee on the Easement Area and restore the Easement Area to its original condition (including paving).

Except as set forth herein, no failure of either Grantor or Grantee to exercise any rights hereunder shall be considered a waiver of such right or rights, or a bar to the exercise of the same, or a defense to any action seeking an appropriate remedy in conjunction with the same.

EXECUTED AS A SEALED INSTRUMENT THIS DAY OF , 2024.

PETER J. CORR

WILLIAM J. STROJNY

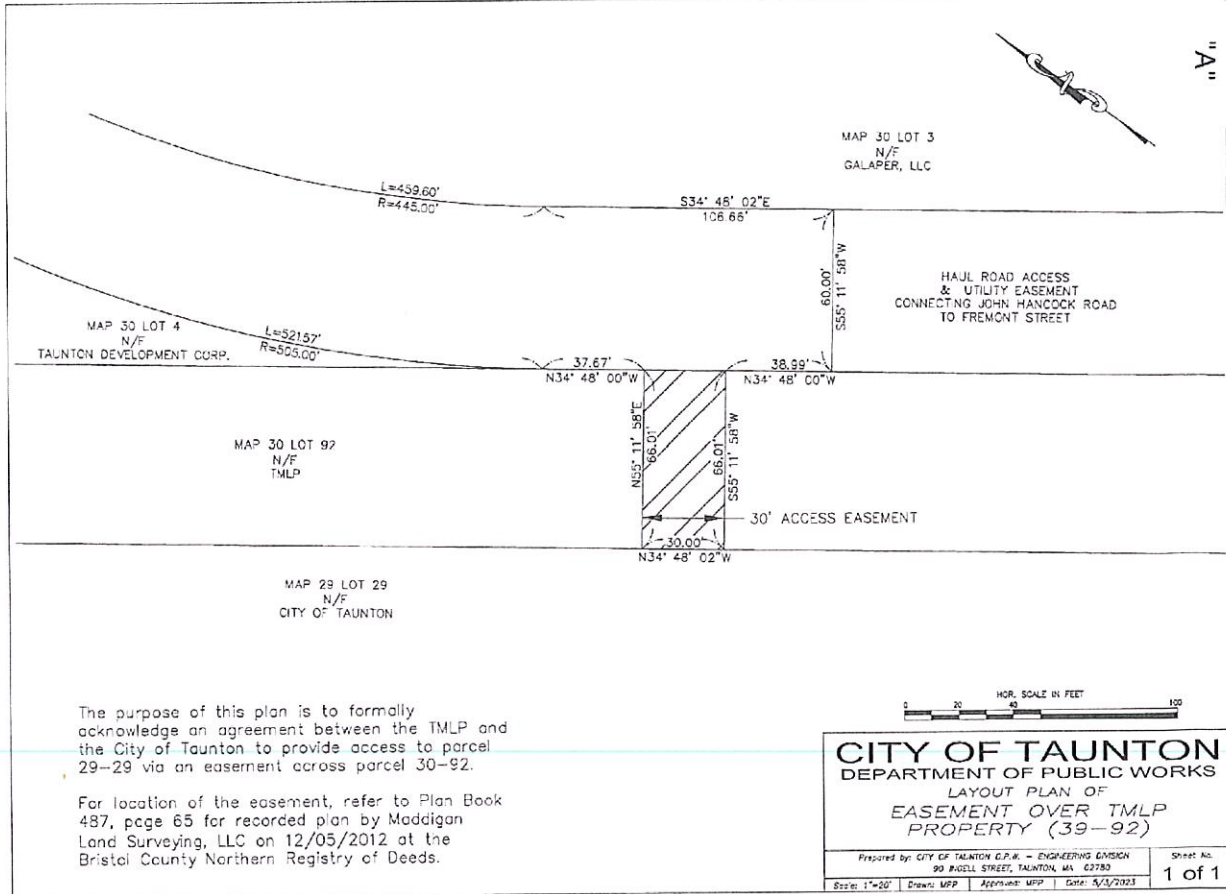
GREGORY C. DEMELO

COMMONWEALTH OF MASSACHUSETTS - BRISTOL, SS

On this day of , 2024, before me the undersigned notary public personally appeared PETER J. CORR, WILLIAM J. STROJNY, & GREGORY C. DEMELO, proved to me through satisfactory evidence of identification, which was the personal knowledge of the undersigned notary, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as _____
COMMISSIONERS OF THE TAUNTON MUNICIPAL LIGHTING PLANT.

Notary Public

My commission expires



Manager Holmes stated that over the past few months Matt Costa for the City worked with Chris Pollart to clean up the Confirmatory Easement and get it all fine-tuned. This document you have right here has been approved by Chris Pollart and Matt Costa and is just waiting for your approval. What happened in 2009 is we did grant an easement and the City paid us for that easement but it was never recorded with the Registry of Deeds. So because so much time has elapsed we have to go through this exercise now so that the easement is properly recorded.

Commissioner DeMelo asked is there a dollar value with that payment.

Manager Holmes responded that in 2009 it was \$50,000.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to approve the City of Taunton's request for a Confirmatory Grant of Easement over TMLP's Railroad Right of Way from John Hancock Road. Unanimous.

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, July 23, 2024 at 4:00 PM.

24-081

MINUTES OF JUNE 18, 2024

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

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 and Contract Negotiations. Unanimous. (4:20 PM)

24-082

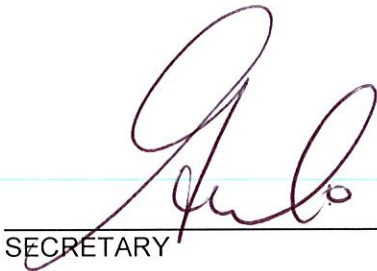
The Commission was recorded in a roll call vote to go into executive session as follows:

In Favor

Commissioner DeMelo
Commissioner Corr
Chairman Strojny

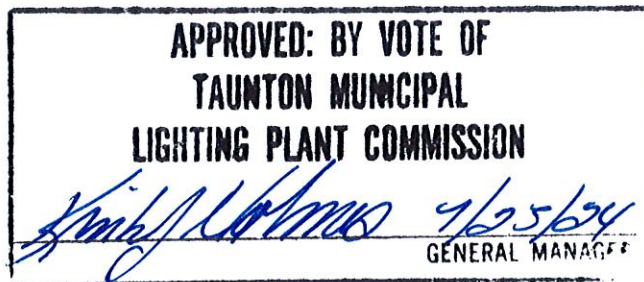
Absent

Executive Session discussion.



SECRETARY

dmt



EXECUTIVE SESSION

Competitive Advantage

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

Contract Negotiations

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

Motion by Commissioner Corr, seconded by Commissioner DeMelo to adjourn. Unanimous. (5:20 PM)

24-083